
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Amendment No. 3
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ATHENE HOLDING LTD.
(Exact name of registrant as specified in its charter)

Bermuda
(State or other jurisdiction of
incorporation or organization)

6311
(Primary Standard Industrial
Classification Code Number)

98-0630022
(I.R.S. Employer
Identification Number)

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(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box.

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If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We and the selling shareholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state or other jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated October 25, 2016.

SHARES

 **ATHENE**
Athene Holding Ltd.

Class A Common Shares

This is the initial public offering of Class A common shares of Athene Holding Ltd. We are offering _____ Class A common shares.

The selling shareholders identified in this prospectus are selling _____ Class A common shares. We will not receive any proceeds from the sale of the selling shareholders' Class A common shares.

Prior to this offering, there has been no public market for the Class A common shares. We expect the initial public offering price to be between \$ _____ and \$ _____ per Class A common share. We intend to apply to list our Class A common shares on the New York Stock Exchange under the symbol "ATH."

Investing in our Class A common shares involves risks. See "[Risk Factors](#)" beginning on page 27 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	<u>Per Share</u>	<u>Total</u>
Public offering price	\$	\$
Underwriting discount(1)	\$	\$
Proceeds, before expenses, to Athene	\$	\$
Proceeds, before expenses, to the selling shareholders	\$	\$

(1) See "Underwriting" for a detailed description of compensation payable to the underwriters.

We currently have two classes of voting shares outstanding, Class A common shares and Class B common shares. Each such Class A common share and Class B common share is economically equivalent to each other – the dollar value of one Class A common share is equal to the dollar value of one Class B common share. However, Class A common shares and Class B common shares differ in terms of voting power. The Class A common shares currently account for 55% of our aggregate voting power and the Class B common shares currently account for the remaining 45% of our aggregate voting power. See "Description of Share Capital—Common Shares."

We have granted the underwriters an option to purchase, within 30 days of the date of this prospectus, up to _____ additional Class A common shares from us, at the public offering price, less the underwriting discount. The selling shareholders have granted the underwriters an option to purchase, within 30 days of the date of this prospectus, up to _____ additional Class A common shares from the selling shareholders, at the public offering price, less the underwriting discount.

The shares will be ready for delivery on or about _____, 2016.

Goldman, Sachs & Co.

Barclays

Citigroup

Wells Fargo Securities

BofA Merrill Lynch

BMO Capital Markets

Credit Suisse

Deutsche Bank Securities

J.P. Morgan

Morgan Stanley

RBC Capital Markets

BNP PARIBAS

BTIG

Evercore ISI

SunTrust Robinson Humphrey

UBS Investment Bank

Apollo Global Securities

Keefe, Bruyette & Woods Lazard

Raymond James

Dowling & Partners Securities LLC

A Stifel Company

Rothschild

Sandler O'Neill + Partners, L.P.

The Williams Capital Group, L.P.

The date of this prospectus is _____, 2016.

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You should rely only on the information contained in this prospectus or in any free writing prospectus that we authorize to be delivered to you. Neither we nor the selling shareholders or underwriters have authorized anyone to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. This prospectus is an offer to sell only the Class A common shares offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. You should assume the information contained in this prospectus and any free writing prospectus we authorize to be delivered to you is accurate only as of their respective dates or the date or dates specified in those documents. Our business, financial condition, results of operations or prospects may have changed since those dates.

For investors outside the United States: neither we, the selling shareholders nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the Class A common shares and the distribution of this prospectus outside the United States.

INDUSTRY AND MARKET DATA

We obtained the industry, market and competitive position data throughout this prospectus from (1) our own internal estimates and research, (2) industry and general publications and research, (3) studies and surveys conducted by third parties and (4) other publicly available information. Independent research reports and industry publications generally indicate that the information contained therein was obtained from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that the information included in this prospectus from such publications, research, studies and surveys is reliable, neither we nor the underwriters have independently verified data from these third-party sources. In addition, while we believe our internal estimates and research are reliable and the definitions of our market and industry are appropriate, neither such estimates and research nor such definitions have been verified by any independent source. Forward-looking information obtained from these sources is subject to the same qualifications and the additional uncertainties as the other forward-looking statements in this prospectus.

ENFORCEMENT OF CIVIL LIABILITIES UNDER U.S. FEDERAL SECURITIES LAWS

We are incorporated under the laws of Bermuda. In addition, some of our directors and officers may reside outside the United States, and all or a substantial portion of our assets and the assets of these persons are, or may be, located in jurisdictions outside the United States. Therefore, it may be difficult for investors to recover against us or our non-United States based directors and officers, or obtain judgments of U.S. courts, including judgments predicated upon the civil liability provisions of U.S. federal securities laws. Although we may be served with process in the United States with respect to actions against us arising out of or in connection with violations of U.S. federal securities laws relating to offers and sales of Class A common shares made by this prospectus by serving CT Corporation, our U.S. agent irrevocably appointed for that purpose, it may be difficult for investors to effect service of process within the United States on our directors and officers who reside outside the United States.

We have been advised by our Bermuda counsel that there is no treaty in force between the United States and Bermuda providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. A judgment for the payment of money rendered by a court in the United States based on civil liability would not be automatically enforceable in Bermuda. A final and conclusive judgment obtained in a court of competent jurisdiction in the United States under which a sum of money is payable as compensatory damages may be the subject of an action in a Bermuda court under the common law doctrine of obligation, by action on the debt evidenced by the U.S. court judgment without examination of the merits of the underlying claim. In order to maintain an action in debt evidenced by a U.S. court judgment, the judgment creditor must establish that:

- the court that gave the judgment over the defendant was competent to hear the claim in accordance with private international law principles as applied in the courts in Bermuda; and
- the judgment is not contrary to public policy in Bermuda and was not obtained contrary to the rules of natural justice in Bermuda.

In addition, and irrespective of jurisdictional issues, the Bermuda courts will not enforce a U.S. federal securities law that is either penal or contrary to Bermuda public policy. It is the advice of our Bermuda counsel that an action brought pursuant to a public or penal law, the purpose of which is the enforcement of a sanction, power or right at the instance of the state in its sovereign capacity, will not be entertained by a Bermuda court. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies under U.S. federal securities laws, would not be available under Bermuda law or enforceable in a Bermuda court, as they would be contrary to Bermuda public policy. U.S. judgments for multiple damages may not be recoverable in Bermuda court enforcement proceedings under the provisions of the Protection of Trading Interests Act 1981. A claim to enforce the compensatory damages before the multiplier was applied would be maintainable in the Bermuda court. Further, no claim may be brought in Bermuda against us or our directors and officers in the first instance for violation of federal securities laws because these laws have no extraterritorial jurisdiction under Bermuda law and do not have force of law in Bermuda. A Bermuda court may, however, impose civil liability on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law. See “Comparison of Shareholder Rights—Differences in Corporate Law—Shareholders’ Suits.”

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before investing in our Class A common shares. You should carefully read this prospectus in its entirety before making an investment decision. In particular, you should read "Risk Factors" beginning on page 28, "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on page 89 and the consolidated financial statements and notes thereto and other financial information included elsewhere in this prospectus. As used in this prospectus, unless the context otherwise indicates, any reference to "Athene," "our company," "the company," "us," "we" and "our" refers to Athene Holding Ltd. together with its consolidated subsidiaries and any reference to "AHL" refers to Athene Holding Ltd. only.

Unless otherwise indicated, the information included in this prospectus assumes (1) the sale of our Class A common shares in this offering at an offering price of \$ per Class A common share, which is the mid-point of the pricing range set forth on the cover page of this prospectus and (2) that the underwriters have not exercised their option to purchase up to additional Class A common shares.

In this prospectus, we refer to a number of terms to describe our insurance and reinsurance businesses and financial and operating metrics such as "base of earnings," "investment margin," "VOBA," "invested assets" and "alternative investments," among others. For a detailed explanation of these terms and other terms used in this prospectus and not otherwise defined, please refer to "Glossary of Selected Insurance, Reinsurance and Financial Terms" in this prospectus.

In this prospectus, we make certain forward-looking statements, including expectations relating to our future performance. These expectations reflect our management's view of our prospects and are subject to the risks described under "Risk Factors" and "Special Note Regarding Forward-Looking Statements and Market Data" in this prospectus. Our expectations of our future performance may change after the date of this prospectus and there is no guarantee that such expectations will prove to be accurate.

Our Company

We are a leading retirement services company that issues, reinsures and acquires retirement savings products designed for the increasing number of individuals and institutions seeking to fund retirement needs. We generate attractive financial results for our policyholders and shareholders by combining our two core competencies of (1) sourcing long-term, generally illiquid liabilities and (2) investing in a high quality investment portfolio, which takes advantage of the illiquid nature of our liabilities. Our steady and significant base of earnings generates capital that we opportunistically invest across our business to source attractively-priced liabilities and capitalize on opportunities. Our differentiated investment strategy benefits from our strategic relationship with Apollo Global Management, LLC ("Apollo") and its indirect subsidiary, Athene Asset Management, L.P. ("AAM"). AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services, including investment compliance, tax, legal and risk management support. Our relationship with Apollo and AAM also provides us with access to Apollo's investment professionals across the world as well as Apollo's global asset management infrastructure that, as of June 30, 2016, supported more than \$186 billion of assets under management ("AUM") across a broad array of asset classes. We are led by a highly skilled management team with extensive industry experience. We are based in Bermuda with our U.S. subsidiaries' headquarters located in Iowa.

We began operating in 2009 when the burdens of the financial crisis and resulting capital demands caused many companies to exit the retirement market, creating the need for a well-capitalized company with an experienced management team to fill the void. Taking advantage of this market dislocation, we have been able to

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acquire substantial blocks of long-duration liabilities and reinvest the related investments to produce profitable returns. We have been able to generate strong financial returns in a multi-year low rate environment. We believe we have fewer legacy liability issues than our peers given that all of our retail and flow reinsurance liabilities were underwritten after the financial crisis, and the majority of the liabilities we acquired through our acquisitions and block reinsurance were acquired at a discount to book value.

We have established a significant base of earnings and as of June 30, 2016 have an expected annual investment margin of 2-3% over the 8.0 year weighted-average life of our deferred annuities, which make up a substantial portion of our reserve liabilities. Even as we have grown to \$68.9 billion in investments, including related parties, \$69.9 billion in invested assets and \$84.3 billion of total assets as of June 30, 2016, we have continued to approach both sides of the balance sheet with an opportunistic mindset because we believe quickly identifying and capitalizing on market dislocations allows us to generate attractive, risk-adjusted returns for our shareholders. Further, our multiple distribution channels support growing origination across market environments and better enable us to achieve continued balance sheet growth while maintaining attractive profitability. We believe that in a typical market environment, we will be able to profitably grow through our organic channels, including retail, flow reinsurance (a transaction in which the ceding company cedes a portion of newly issued policies to the reinsurer) and institutional products. In more challenging market environments, we believe that we will see additional opportunities to grow through our inorganic channels, including acquisitions and block reinsurance (a transaction in which the ceding company cedes all or a portion of a block of previously issued annuity contracts through a reinsurance agreement), due to market stress during those periods. We are diligent in setting our return targets based on market conditions and risks inherent to our products offered and acquisitions or block reinsurance transactions. In general, we may accept lower returns on products which may provide more certain return characteristics, such as funding agreement backed notes ("FABN"), and we may require higher returns for products or transactions where there is more inherent risk in meeting our return targets, such as with acquisitions. If we are unable to source liabilities with our desired return profile in one of our channels, we generally will not sacrifice profitability solely for the sake of increasing market share and instead we will typically focus on our other channels to identify growth opportunities that meet our preferred risk and return profile.

As a result of our focus on issuing, reinsuring and acquiring attractively-priced liabilities, our differentiated investment strategy and our significant scale, for the six months ended June 30, 2016 and the year ended December 31, 2015, we generated an annualized investment margin on deferred annuities of 2.62% and 2.45%, respectively, and an annualized operating return on equity ("ROE") excluding accumulated other comprehensive income (loss) ("AOCI") of 19.1% and 22.7%, respectively, for our Retirement Services segment, described below. We currently maintain what we believe to be high capital ratios for our rating and hold more than \$1 billion of capital in excess of the level we believe is needed to support our current operating strategy, and view this excess as strategic capital available to reinvest into organic and inorganic growth opportunities. Because we hold this strategic capital to implement our opportunistic strategy and to enable us to explore deployment opportunities as they arise, and because we are investing for future growth, our consolidated annualized ROE for the six months ended June 30, 2016 and the year ended December 31, 2015 was 9.5% and 11.3%, respectively, and our consolidated annualized operating ROE excluding AOCI for the same period was 11.5% and 15.6%, respectively, in each case, without the benefit of any financial leverage or capital return through dividends or share buyback programs. On a consolidated basis, for the six months ended June 30, 2016 and the year ended December 31, 2015, we generated net income available to AHL shareholders of \$279 million and \$562 million, respectively, and operating income, net of tax, of \$330 million and \$740 million, respectively. Investment margin, operating income, net of tax, and operating ROE excluding AOCI are not calculated in accordance with U.S. generally accepted accounting principles ("GAAP"). See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Operating and Non-GAAP Measures" for additional discussions regarding non-GAAP measures.

As of June 30, 2016, we had \$6.4 billion of total AHL shareholders' equity and \$5.9 billion of total AHL shareholders' equity excluding AOCI. Our top-level U.S. insurance subsidiary, Athene Annuity & Life Assurance Company (formerly known as Liberty Life, "AADE"), had a risk based capital ratio ("U.S. RBC ratio") of 552% and our Bermuda reinsurer, Athene Life Re Ltd. ("ALRe"), had a Bermuda Solvency Capital Requirement

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("BSCR") ratio of 323%, each as of December 31, 2015. Our main insurance subsidiaries are rated A- for financial strength by each of Standard & Poor's Financial Services LLP ("S&P") and Fitch Ratings, Inc. ("Fitch"), each with a stable outlook, and by A.M. Best Company, Inc. ("A.M. Best"), with a positive outlook. AHL has a counterparty credit rating of BBB from S&P and an issuer default rating of BBB from Fitch, each with a stable outlook, and an issuer credit rating of bbb- from A.M. Best, with a positive outlook. We currently have no financial leverage, and have an undrawn \$1.0 billion credit facility in place to provide an additional liquidity cushion in challenging economic or business environments or to provide additional capital support.

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other. Retirement Services is comprised of our U.S. and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure multi-year guaranteed annuities ("MYGAs"), fixed indexed annuities ("FIAs"), traditional one year guarantee fixed deferred annuities, immediate annuities and institutional products from our reinsurance partners. In addition, our FABN program is included in our Retirement Services segment. Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In Corporate and Other we also hold more than \$1 billion of capital in excess of the level of capital we hold in Retirement Services to support our operating strategy. We view this excess as strategic capital, which we expect to deploy for additional organic and inorganic growth opportunities as well as expect to contribute to ratings improvements over time. We manage our capital to levels which we believe would remain consistent with our current ratings in a recessionary environment. For additional information regarding our segments, refer to "Note 16 – Segment Information" to our unaudited condensed consolidated financial statements and notes thereto and "Note 21 – Segment Information" to our audited consolidated financial statements and notes thereto.

We have developed organic and inorganic channels to address the retirement services market and grow our assets and liabilities. By focusing on the retirement services market, we believe that we will benefit from several demographic and economic trends, including the increasing number of retirees in the United States, the lack of tax advantaged alternatives for people trying to save for retirement and expectations of a rising interest rate environment. To date, most of our products sold and acquired have been fixed annuities, which offer people saving for retirement a product that is tax advantaged, has a minimum guaranteed rate of return or minimum cash value and provides protection against investment loss. Our policies often include surrender charges (85% of our annuity products, as of June 30, 2016) or market value adjustments ("MVs") (72% of our annuity products, as of June 30, 2016), both of which increase persistency (the probability that a policy will remain in force from one period to the next) and protect our ability to meet our obligations to policyholders.

Our organic channels have provided deposits of \$4.0 billion and \$1.8 billion for the six months ended June 30, 2016 and 2015, respectively, and \$3.9 billion, \$2.9 billion and \$1.5 billion for the years ended December 31, 2015, 2014 and 2013, respectively. Withdrawals on our deferred annuities were \$2.0 billion and \$2.2 billion for the six months ended June 30, 2016 and 2015, respectively, and \$4.4 billion, \$4.4 billion and \$2.1 billion for the years ended December 31, 2015, 2014 and 2013, respectively. We believe our growth in deposits in 2016 should continue to surpass our withdrawals as we continue to grow our retail and flow reinsurance channels. Within these channels, we have focused on developing a diverse suite of products that allow us to meet our risk and return profiles, even in today's low-rate environment. As a result, not only have we been able to deliver strong organic growth in 2016, but we have also been able to do so without sacrificing profitability. Going forward, we believe the 2015 upgrade of our financial strength ratings to A- by each of S&P, Fitch and A.M. Best, as well as our 2016 outlook upgrade to positive by A.M. Best and our recent FIA and MYGA new product launches will continue to enable us to increase penetration in our existing organic channels and access new markets within our

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retail channel, such as through financial institutions. This increased penetration will allow us to source additional volumes of profitably underwritten liabilities. Our organic channels currently include:

- Retail, from which we provide retirement solutions to our policyholders primarily through approximately 60 independent marketing organizations (“IMOs”). Within our retail channel we had fixed annuity sales of \$1.8 billion and \$1.3 billion for the six months ended June 30, 2016 and 2015, respectively, and \$2.5 billion, \$2.5 billion and \$1.3 billion for the years ended December 31, 2015, 2014 and 2013, respectively.
- Flow reinsurance, which provides an opportunistic channel for us to source long-term liabilities with attractive crediting rates. Within our flow reinsurance channel, we generated \$2.2 billion and \$435 million in deposits for the six months ended June 30, 2016 and 2015, respectively, and \$1.1 billion, \$349 million and \$167 million in deposits for the years ended December 31, 2015, 2014 and 2013, respectively.
- Institutional products, focused on the sale of funding agreements. Within our institutional products channel, in October 2015, we sold a \$250 million funding agreement in our inaugural transaction under our FABN program. To date, we have not completed a pension risk transfer transaction, although we are in the process of developing our capabilities to undertake such transactions.

Our inorganic channels, including acquisitions and block reinsurance, have contributed significantly to our growth. We believe our internal acquisitions team, with support from Apollo, has an industry-leading ability to source, underwrite, and expeditiously close transactions, which makes us a competitive counterparty for acquisition or block reinsurance transactions. We are highly selective in the transactions that we pursue; ultimately closing only those that are well aligned with our core competencies and pricing discipline. Since our inception, we have evaluated a significant number of merger and acquisition opportunities and have closed on five acquisitions. In connection with our five acquisitions through June 30, 2016, we sourced reserve liabilities backed by approximately \$65.9 billion in total assets (net of \$9.3 billion in assets ceded through reinsurance). The aggregate purchase price of our acquisitions was less than the aggregate statutory book value of the businesses acquired.

We have sourced a high quality portfolio of invested assets. Because we have remained disciplined in underwriting attractively priced liabilities, we have the ability to invest in a broad range of high quality assets and generate attractive earnings. As of June 30, 2016, approximately 93.8% of our available for sale (“AFS”) fixed maturity securities, including related parties, were rated National Association of Insurance Commissioners (“NAIC”) 1 or NAIC 2, the two highest credit rating designations under the NAIC’s criteria (with investments of our German operations rated by applying nationally recognized statistical ratings organization (“NRSRO”) equivalent ratings to map NAIC ratings). In addition to our core fixed income portfolio, we opportunistically allocate 5-10% of our portfolio to alternative investments where we primarily focus on fixed income-like, cash flow-based investments. For instance, our alternative investment positions include significant equity stakes in two asset platforms that originate high quality credit assets (such as residential mortgage loans (“RMLs”), leveraged loans and mortgage servicing rights) that are well aligned with our investment strategy. Our relationship with AAM and Apollo allows us to take advantage of our generally illiquid liability profile and identify asset opportunities with an emphasis on earning incremental yield by taking liquidity risk and complexity risk, rather than assuming solely credit risk. While alternative investments are a relatively small portion of our overall portfolio, our alternative investments strategy has been an important driver of returns.

Through our efficient corporate structure and operations, we believe we have built a cost-effective platform to support our growth opportunities. We believe our fixed operating cost structure supports our ability to maintain an attractive financial profile across market environments. Additionally, we believe we have designed our platform to be highly scalable and support growth without significant incremental investment in infrastructure, which allows us to scale our business production up or down because of our cost effective platform. As a result, we believe we will be able to convert a significant portion of our new business spread into operating income.

Relationship with Apollo

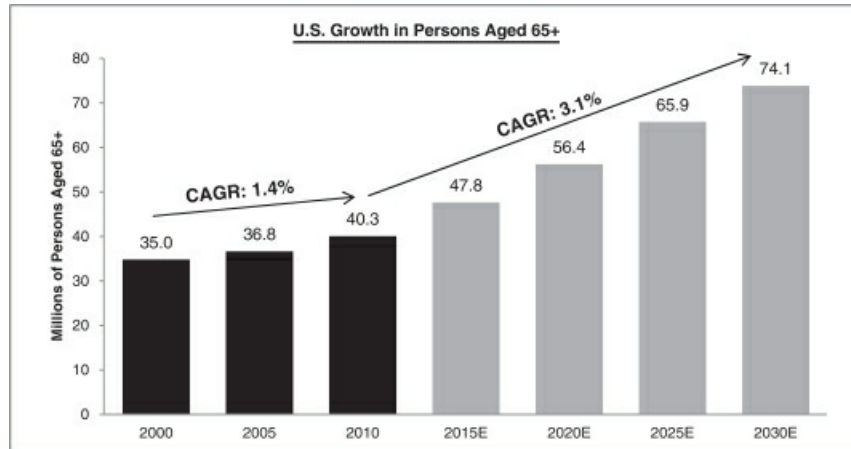
We have a strategic relationship with Apollo which allows us to leverage the scale of its asset management platform. Apollo's indirect subsidiary, AAM, serves as our investment manager. In addition to co-founding the company, Apollo assists us in identifying and capitalizing on acquisition opportunities that have been critical to our ability to significantly grow our business. Members of the Apollo Group are significant owners of our common shares and Apollo employees serve on our board of directors. We expect our strategic relationship with Apollo to continue for the foreseeable future. See "Certain Relationships and Related Party Transactions—Relationships and Related Party Transactions with Apollo or its Affiliates," "Principal and Selling Shareholders" and "Shares Eligible for Future Sale—Lock-Up Agreements."

The Apollo Group controls and is expected, subsequent to the completion of our initial public offering, to continue to control 45% of the total voting power of AHL and currently employees of Apollo hold four of the 16 seats on our board of directors. Further, our bye-laws generally limit the voting power of our Class A common shares (and certain other of our voting securities) such that no person owns (or is treated as owning) more than 9.9% of the total voting power of our common shares (with certain exceptions). See "Description of Share Capital—Common Shares."

Our Market Opportunity

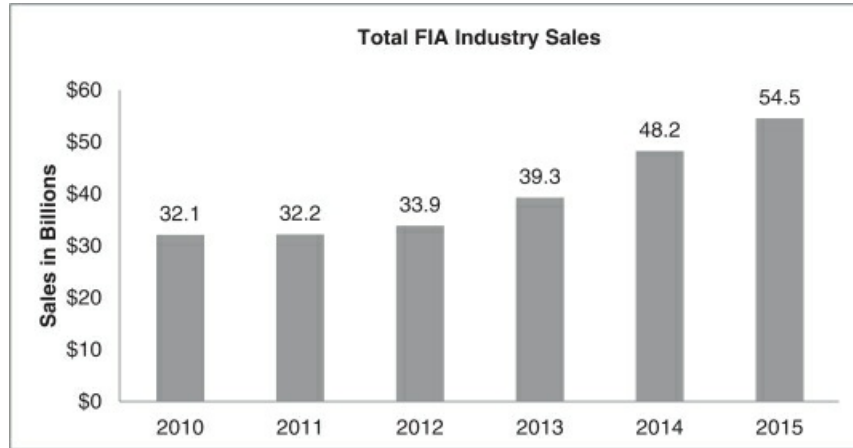
The number of individuals reaching retirement age is growing rapidly while some traditional retirement funding sources have declined in the wake of the financial crisis and the ensuing prolonged low interest rate environment. Our tax-efficient savings products are well positioned to meet this increasing customer demand.

- **Increasing Retirement-Age Population.** Over the next three decades, the retirement-age population is expected to experience unprecedented growth. According to the U.S. Census Bureau, there were approximately 40 million Americans age 65 and older in 2010, representing 13% of the U.S. population. By 2030, this segment of the population is expected to increase by 34 million or 85% to approximately 74 million, which would represent approximately 21% of the U.S. population. Technological advances and improvements in healthcare are projected to continue to contribute to increasing average life expectancy, and aging individuals must be prepared to fund retirement periods that will last longer than ever before. Furthermore, many working households in the United States do not have adequate retirement savings. Demand for traditional fixed rate annuities and FIAs will likely be bolstered by this gap resulting from the growing need for guaranteed income streams and the expanding retirement population's insufficient savings base.



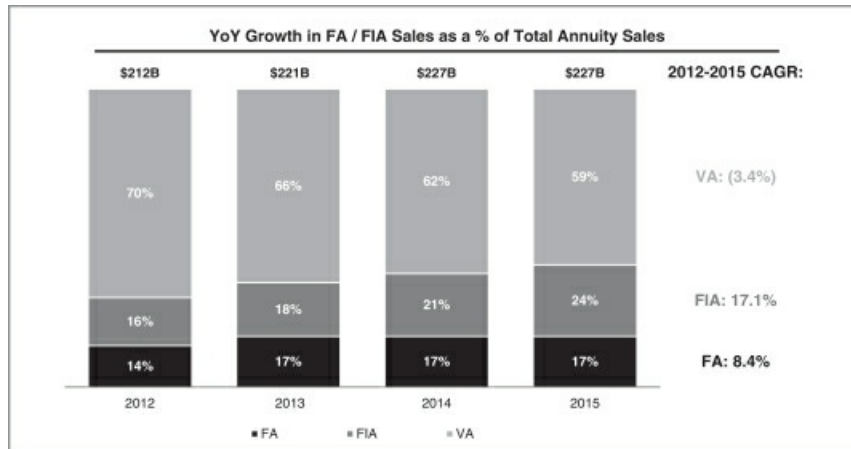
Source: U.S. Census Bureau.

- **Increasing Demand for Tax-efficient Savings Products.** According to a 2015 report published by the Government Accountability Office, approximately 50% of individuals age 55 and older have no retirement savings. As a tool for addressing the unmet need for retirement planning, we believe that many Americans have begun to look to tax-efficient savings products with low-risk or guaranteed return features and potential equity market upside, particularly as federal, state and local marginal tax rates have increased. As a result, sales of FIAs increased by approximately 70% from 2010 to 2015 and FIAs as a percentage of total fixed annuities increased from 39% in 2010 to 53% in 2015 according to the Life Insurance and Market Research Association (“LIMRA”). If interest rates rise, we expect to benefit from increased demand for our tax-efficient savings products as crediting and participation rates become more attractive on an absolute basis, and relative to alternative fixed income and savings vehicles such as certificates of deposit (“CDs”) and corporate bonds.



Source: U.S. Individual Annuity Yearbook 2014 and 4Q 2015 LIMRA Secure Retirement Institute US Individual Annuity Sales Report.

- Shift in Industry Product Mix.** In addition to prospects of overall market growth due to increases in demand for retirement products, the industry is also experiencing a shift in product mix as demand for variable annuities has been declining, while demand for fixed rate annuities and FIAs has been increasing. Between 2012 and 2015, variable annuities experienced a compound annual growth rate (“CAGR”) of (3.4%), while fixed rate annuities and FIAs experienced CAGRs of 8.4% and 17.1%, respectively. We believe this trend illustrates consumer preference for the relative predictability and safety of fixed rate annuities and FIAs over the volatility often experienced with variable annuities. Given that we focus on sourcing liabilities primarily comprised of fixed rate annuities and FIAs and do not actively source variable annuities, we believe that we stand to benefit from these shifts in industry product mix.



Source: Estimated based on sales reported to LIMRA from 2012 through 2015.

- Shift in the Competitive Environment.** Products with guarantees require superior asset and risk management expertise to balance policyholder security, regulatory demands and shareholder returns on equity. Since the financial crisis, many companies have placed their fixed annuity businesses in run-off and have sold substantial blocks to third parties including us. The current market and regulatory environment, including the newly-issued U.S. Department of Labor (“DOL”) regulations regarding fiduciary obligations of distributors of products to retirement accounts, which we expect to continue, could provide us additional sources of growth through reinsurance and/or acquisitions to the extent that competitors divest in-force blocks of business as a result of such environment. However, we have also seen and may in the future see additional competitors enter the market who could compete for such sources of growth.
- Increasing Asset Opportunities.** Regulatory changes in the wake of the financial crisis have made it less profitable for banks and other traditional lenders to hold certain illiquid and complex asset classes, notwithstanding the fact that these assets may have prudent credit characteristics. This market pullback has resulted in a supply-demand imbalance, which has created the opportunity for knowledgeable investors to acquire high-quality assets that offer attractive returns. As these institutions continue to comply with these new rules, we believe additional assets will become available which could be attractive for our business.
- Large Market Opportunity.** The distribution channels we have developed provide us access to large markets for our products. Increasing demand for tax-efficient retirement savings products suggests that

these markets will remain robust while many companies are still hesitant to commit significant capital to these channels due to increasing regulation, capital requirements and the low interest rate environment. We believe these market dynamics will enable us to continue to profitably gain share in each of the markets on which we focus. For example, within the retail channel, according to LIMRA, for the six months ended June 30, 2016, we were the 12th largest company in sales of fixed annuities with a 2.8% market share and the 5th largest company in sales of fixed indexed annuities with a 5.0% market share. We believe we will benefit from both the growth in the overall market as the market expands to meet the increased demand for tax-efficient retirement savings products and from gains in our market share as we continue to build our capabilities, strengthen our relationships and enter new markets within our existing channels.

	Retail & Flow Reinsurance	FABN	Total U.S. Pension Assets
Market Size	\$ 125 billion ⁽¹⁾	\$17 billion ⁽²⁾	\$ 3.2 trillion ⁽³⁾

- (1) *Source:* LIMRA – total annuity sales in 2015 via financial institution channels.
- (2) *Source:* IFR Markets – trailing twelve months issuances as of June 30, 2016.
- (3) *Source:* Federal Reserve Statistical Release, Q1 2016 – U.S. private defined benefit pension assets.

Competitive Strengths

We believe the following strengths will allow us to capitalize on the growth prospects for our business:

- **Ideal Platform to Capitalize on Positive Demographic and Market Trends.** We have designed our products to capitalize on the growing need for retirement savings solutions. Our products provide protection against market downturns and offer interest which compounds on a tax-deferred basis until funds are distributed. Many of our products also provide the potential to earn interest based on the performance of a market index. These features provide distinct advantages over traditional savings vehicles such as bank CDs and variable annuities. Despite a challenging interest rate environment, we have been able to profitably source \$1.8 billion of fixed annuity products through our retail channel in the first six months of 2016 by leveraging our product design capabilities, our investment acumen, which allows us to invest at appropriate investment margins, and our scalable operating platform. We offer prudent product features at attractive prices. If investment rates increase due to a rise in interest rates or widening credit spreads, we would be able to offer higher crediting rates, which we believe would generate additional demand for our products and therefore increased sales. Even in a long-term low rate environment, we believe our underwriting expertise and ability to find and compete in areas of the market that are rationally priced will allow us to maintain strong operating results. For example, in prior years, our retail operations have generally not competed aggressively in the guaranteed income rider segment as we historically believed that such riders were not priced within our pricing discipline. However, recently competitors have been issuing annuities with what we believe are more rationally-priced lifetime income benefit features. In the current environment, we believe that we can grow our retail sales by offering competitive guaranteed income rates while earning an attractive return.
- **Multiple Distribution Channels.** We have four dedicated distribution channels to capitalize on retirement services opportunities across market environments and grow our liabilities. Our key distribution channels are retail, reinsurance (including flow and block reinsurance), institutional products (focused on the sale of funding agreements) and acquisitions. We intend to maintain a presence within each of these distribution channels with the ability to underwrite liabilities. However, we do not have any market share targets across our organization, which we believe provides us flexibility to respond to changing market conditions in one or more channels and to opportunistically grow liabilities that generate our desired levels of profitability. In a rising interest rate environment, we believe we will be able to profitably increase the volume of our retail, flow reinsurance and institutional product sales and we believe we will see increased acquisition and block reinsurance opportunities in more challenging market

environments. We are diligent in setting our return targets based on market conditions and risks inherent to our products offered and acquisitions or block reinsurance transactions. In general, we may accept lower returns on products which may provide more certain return characteristics, such as FABN, and we may require higher returns for products or transactions where there is more inherent risk in meeting our return targets, such as with acquisitions. If market conditions or risks inherent to a product or transaction create return profiles that are not acceptable to us, we generally will not sacrifice our profitability merely to facilitate growth.

- **Superior and Unique Investment Capabilities.** We believe our relationships with AAM and Apollo provide access to superior and unique investment capabilities that allow us to invest a portion of our assets in securities that earn us incremental yield by taking liquidity risk and complexity risk, capitalizing on our long-dated and persistent liability profile to prudently achieve higher net investment earned rates, rather than assuming solely credit risk. Our investing capabilities support our ability to sell fixed annuities profitably and to price acquisitions competitively while meeting our return targets. Through AAM, we have access to more than 100 investment and operations professionals who are highly familiar with our business objectives and funding structure. This enables AAM to customize asset allocations and select investments for us that are most appropriate for our business. In addition, our strategic relationship with Apollo provides us with access to Apollo's broad credit and alternative investment platforms and allows us to leverage the scale, sourcing and investing capabilities, and infrastructure of an asset manager with more than \$186 billion of AUM, which includes approximately \$67.8 billion of our invested assets, each as of June 30, 2016. Apollo's global asset sourcing capabilities in a diverse array of asset classes provide AAM with the opportunity to capitalize on attractive investments for us.
 - In each of our U.S. acquisitions, we have successfully reinvested our acquired investment portfolio with the objective of achieving higher returns than were achieved on such investments prior to the acquisition. For example, we have reinvested a substantial portion of the investment portfolio acquired in our acquisition of Aviva USA Corporation ("Aviva USA," now known as Athene USA Corporation, "Athene USA"), which contributed to the increase in fixed income and other net investment earned rates on this block of business to 4.12% for the year ended December 31, 2015 from 3.50% (on an annualized basis) for the fourth quarter of 2013.
 - Apollo and AAM work collaboratively to identify and quickly capitalize on opportunities in various asset classes. For example, we were an early investor in distressed non-agency residential mortgage-backed securities ("RMBS") during 2009 and 2010, prior to the strong recovery of that market in later years. By the end of 2010, we had acquired a portfolio of \$448 million (approximately 24% of our total invested assets at such time) of non-agency RMBS at discounts to par, well in advance of the significant price improvements in these investments.
 - AAM selects investments and develops investment strategies prior to our purchase in accordance with our investment limits, and works in concert with our risk management team to stress-test the underwritten assets and asset classes under various negative scenarios. For the six months ended June 30, 2016 and the year ended December 31, 2015, our annualized other-than-temporary-impairment ("OTTI") as a percentage of our average invested assets was 6 basis points and 5 basis points, respectively.
 - We also have access to expertise and capabilities to directly originate a wide range of asset classes through AAM and Apollo. Direct origination allows the selection of assets that meet our liability profile and the sourcing of better quality investments.
- **Efficient Corporate Platform to Support Profitability.** We have designed an efficient corporate platform to support our existing portfolio of \$68.3 billion of reserve liabilities. Over the 8.0 year

weighted average life of our deferred annuities, we expect to generate an annual investment margin of 2-3%.

In addition, our corporate platform enables us to be highly scalable and to allow us to onboard incremental business without significant additional investment in infrastructure and with very little incremental fixed operating cost. As a result, we believe we should be able to convert a significant portion of incremental net investment income from additional invested assets and liabilities into operating income.

- **Strength of Balance Sheet.** We believe the strength of our balance sheet provides confidence to our policyholders and business partners and positions us for continued growth. We presently hold over \$1 billion in excess capital and have no financial leverage. We maintain what we believe to be high capital ratios for our rating, with our top level insurance subsidiary, AADE, having a U.S. RBC ratio of 552% and ALRe having a BSCR of 323%, each as of December 31, 2015. To further reinforce our strong liquidity profile, we have access to a \$1 billion dollar revolving credit facility that is currently undrawn. Our invested assets comprise what we believe to be a highly rated and well diversified portfolio. As of June 30, 2016, approximately 93.8% of our AFS fixed maturity securities, including related parties, were rated NAIC 1 or NAIC 2. These assets are managed against prudently underwritten liabilities, which were, in each case, priced by us after the financial crisis.
- **Robust Risk Management.** We have established a comprehensive enterprise risk management (“ERM”) framework and risk management controls throughout our organization, which are further supported by AAM’s and Apollo’s own risk management capabilities that are intended to help us maintain our continued financial strength. We manage our business, capital and liquidity profile with the objective of withstanding severe adverse shocks, such as the 2007-2008 financial crisis, while maintaining a meaningful buffer above regulatory minimums and above certain capital thresholds to meet our desired credit ratings. Risk management is embedded in all of our business decisions and processes, including acquisitions, asset purchases, product design and underwriting, liquidity and liability management. Certain of the key attributes of our risk management profile are:
 - We maintain a risk committee of the board of directors charged with the oversight of the development and implementation of systems and processes designed to identify, manage and mitigate reasonably foreseeable material risks and with the duty to assist our board of directors and our other board committees with fulfilling their oversight responsibilities for our risk management function.
 - We believe that we underwrite liabilities and manage new product development prudently. Further, we believe that our strong fixed annuity underwriting provides us with long-dated and persistent liabilities, which we believe are priced at desirable levels to enable us to achieve attractive, risk-adjusted returns.
 - We believe we have designed our asset liability management (“ALM”) procedures to protect the Company, within limits, against significant changes in interest rates.
 - As of June 30, 2016, approximately 85% of our annuity products had surrender charges and 72% had MVAs, each of which provide stability to our reserve liabilities.
 - As of June 30, 2016, 27% of our invested assets were floating rate investments which would allow us the flexibility to quickly increase our crediting rates in a rising interest rate environment, if desired.
 - We believe that we maintain an appropriate amount of assets that could be quickly liquidated, if needed, and have an additional liquidity cushion through a \$1.0 billion revolving credit facility, which is undrawn as of the date hereof.

- We believe we hold a high-quality portfolio, with approximately 93.8% of our AFS fixed maturity securities, including related parties, rated as NAIC 1 or NAIC 2 as of June 30, 2016 (with investments of our German operations rated by applying NRSRO equivalent ratings to map NAIC ratings).
- AAM evaluates our structured securities at the time of acquisition using AAM's proprietary credit models.
- Even during periods of moderate economic stress, based on our modeled estimates, we maintain what we believe to be an appropriate amount of liquidity to invest in opportunities as they arise.
- **Highly Experienced Management Team with Demonstrable Track Record.** Our highly successful, entrepreneurial senior management team has extensive experience in building companies, insurance operations, and investment management. We have assembled a management team of individuals who bring strong capabilities and experience to each facet of running our company. We are led by three well known and well respected industry executives with an average of 30 years of experience. James R. Belardi, our Chairman and founder, spent the majority of his career as the President of SunAmerica Life Insurance Company and Chief Investment Officer of AIG Retirement Services, Inc. William J. Wheeler, our President, served as President of the Americas Group and Chief Financial Officer at MetLife Inc. prior to joining our company, and Martin P. Klein, our Chief Financial Officer, was previously Chief Financial Officer of Genworth Financial, Inc. Our management team oversees the Company's activities and its day-to-day management, including through various committees designed to manage our strategic initiatives, risk appetite and investment portfolio. See "Management—Corporate Governance—Management Committees."

Growth Strategy

The key components of our growth strategy are as follows:

- **Continue Organic Growth by Expanding Our Distribution Channels.** We plan to grow organically by expanding our retail, reinsurance and institutional product distribution channels. We believe that we have the right people, infrastructure and scale to position us for continued growth. We aim to grow our retail channel in the United States by deepening our relationships with our approximately 60 IMOs and approximately 29,000 independent agents. Our strong financial position and capital efficient products allow us to be a dependable partner with IMOs and consistently write new business. We work with our IMOs to develop customized, and at times exclusive, products that help drive sales.

We expect our retail channel to continue to benefit from the ratings upgrade in 2015, our improving credit profile and recent product launches. We believe this should support growth in sales at our desired cost of crediting through increased volumes via current IMOs and access to new distribution channels, including small to mid-sized banks and regional broker-dealers. We are implementing the necessary technology platform, hiring and training a specialized sales force, and have created products to capture new potential distribution opportunities.

Our reinsurance channel also benefited from the 2015 ratings upgrade. We target reinsurance business consistent with our preferred liability characteristics, and as such, reinsurance provides another opportunistic channel for us to source long-term liabilities with attractive crediting rates. For the six months ended June 30, 2016, we generated deposits through our flow reinsurance channel of \$2.2 billion, while for the full year of 2015, we generated deposits of \$1.1 billion, up from \$167 million in 2013. We expect to grow this channel further as we continue to add new partners, some of which prefer to do business with higher rated counterparties such as us.

In addition, after having sold our first funding agreement under our FABN program in 2015, we expect to grow our institutional products channel over time. Lastly, we are in the process of developing our capabilities to undertake pension risk transfer transactions.

- **Pursue Attractive Acquisitions.** We plan to continue leveraging our expertise in sourcing and evaluating transactions to grow our business profitably. From our founding through June 30, 2016, we have grown to \$69.9 billion in invested assets and \$68.3 billion in reserve liabilities, primarily through acquisitions and block reinsurance transactions. We believe that our demonstrated ability to successfully consummate complex transactions, as well as our relationship with Apollo, provide us with distinct advantages relative to other acquirers and reinsurance companies. Furthermore, our business has achieved sufficient scale to provide meaningful operational synergies for the businesses and blocks of business that we acquire. Consequently, we believe we are often sought out by companies looking to transact in the acquisitions and block reinsurance markets.
- **Expand Our Product Offering and International Presence.** Our efforts to date have focused on developing and sourcing retirement savings products and we are continuing such efforts by expanding our retail product offerings. On April 11, 2016, we launched our largest new retail product initiative, whereby we: (1) enhanced our most popular accumulation product, “Performance Elite,” with two new indices, (2) announced a new MYGA product designed for the bank and broker-dealer channel and (3) introduced an income-focused product, “Ascent Pro.” With the introduction of our new MYGA product and Ascent Pro, our retail channel is now competing in a much broader segment of the overall retirement market. For the six months ended September 30, 2016, new MYGA sales in the IMO and financial institution channels were \$456 million and Ascent Pro sales were \$1.0 billion. See “Business—Products.”

Additionally, while our organic growth initiatives and acquisitions have largely been focused on opportunities in the United States, our recent acquisition of Delta Lloyd Deutschland AG (“DLD,” now known as Athene Deutschland GmbH, “AD”) has demonstrated the geographic scalability of our strategy and our ability to capitalize quickly on international market environments as well. Due to the European Union’s Directive (2009/138/EC) (“Solvency II”), which became effective in 2016, many players in various international insurance markets are retrenching to core products, a reaction similar to that of U.S.-based insurers during the financial crisis. We believe this retrenching has created an opportunity for us to expand internationally primarily through reinsurance. In particular, we believe that ALRe, as a Bermuda-based reinsurer, is well-positioned to expand our reinsurance activities in Europe as a result of Bermuda’s achievement of equivalency under Solvency II. See “Business—Regulation—Germany —Solvency II.”

Recently, we have also been developing our capabilities to undertake pension risk transfer transactions. Pension risk transfer transactions usually involve the issuance of a group annuity contract, typically through a separate account, in exchange for the transfer of pension liabilities from a terminating defined benefit plan. U.S. pension liabilities total approximately \$3 trillion with an estimated \$1 trillion of liabilities that may become available for closeout, with approximately \$15 to \$20 billion of expected annual closeout activity over the next several years. Typically, each year, there are various small transactions in which a single insurer takes all of the pension liabilities of a company, and a few “jumbo” transactions in which the liabilities of one or more large plan or affiliated plans may be shared among multiple annuity writers to enable the plan fiduciaries to diversify their risk. We are focused on the latter category through which: (i) we believe we can achieve significant growth while engaging in fewer transactions; (ii) the risk is shared with the largest of the industry participants; and (iii) our marginal costs are lower. We believe that we can leverage our sourcing expertise to underwrite these transactions and maintain our focus on writing profitable new business.

- **Leverage Our Unique Relationship with Apollo and AAM.** We intend to continue leveraging our unique relationship with Apollo and AAM to source high-quality assets with attractive risk-adjusted returns. Apollo’s global scale and reach provide us with broad market access across environments and geographies and allow us to actively source assets that exhibit our preferred risk and return characteristics. For instance, through our relationship with Apollo and AAM, we have indirectly

invested in companies including MidCap FinCo Limited (“MidCap”) and AmeriHomeMortgage Company, LLC (“AmeriHome”). In 2013, Apollo presented us with an opportunity to fund the acquisition of MidCap, a middle-market lender focused on asset-backed loans, leveraged loans, real estate, rediscount loans and venture loans. Our equity investment in MidCap provides us with an alternative investment that meets the key characteristics we look for including an attractive risk-return profile. Our equity investment in MidCap is held indirectly through an investment fund, AAA Investments (Co-Invest VII), L.P. (“Co-Invest VII”), of which MidCap constituted 99% of the investments of such fund. Co-Invest VII returned an annualized net investment earned rate of 7.93% and 15.98% for the six months ended June 30, 2016 and for the year ended December 31, 2015, respectively. As of June 30, 2016, our equity investment and loans to Midcap were valued at \$490 million and \$237 million, respectively.

Similarly, in 2013, AAM proposed that Athene and an Apollo co-investor fund and launch AmeriHome, a mortgage lender and servicer with expertise in mortgage industry fundamentals that we believe are key to operating a successful and sustainable mortgage lender/servicer. Like our investment in MidCap, our equity investment in AmeriHome meets the key characteristics we look for in an alternative investment. Our equity investment in AmeriHome is held indirectly through an investment fund, A-A Mortgage Opportunities, L.P. (“A-A Mortgage”), and AmeriHome is currently A-A Mortgage’s only investment. Abiding by its core principles, AmeriHome has grown profitably, with A-A Mortgage returning an annualized net investment earned rate of 10.23% and 14.05% for the six months ended June 30, 2016 and for the year ended December 31, 2015, respectively. As of June 30, 2016, our equity investment in A-A Mortgage was valued at \$347 million.

- **Dynamic Approach to Asset Allocation during Market Dislocations.** As we have done successfully in the past, we plan to fully capitalize on future market dislocations to opportunistically reposition our portfolio to capture incremental yield. For example, during 2009-2010, we reinvested a significant portion of our portfolio into RMBS. Additionally, regulatory changes in the wake of the financial crisis have made it more expensive for banks and other traditional lenders to hold certain illiquid and complex assets, notwithstanding the fact that these assets may have prudent credit characteristics. This change in demand has provided opportunities for investors to acquire high-quality assets that offer attractive returns. For example, we see emerging opportunities as banks retreat from direct mortgage lending, structured and asset-backed products, and middle-market commercial loans. We intend to maintain a flexible approach to asset allocation, which will allow us to act quickly on similar opportunities that may arise in the future across a wide variety of asset types.
- **Maintain Risk Management Discipline.** Our risk management strategy is to proactively manage our exposure to risks associated with interest rate duration, credit risk and structural complexity of our invested assets. We address interest rate duration and liquidity risks through managing the duration of the liabilities we source with the assets we acquire, and through ALM modeling. We assess credit risk by modeling our liquidity and capital under a range of stress scenarios. We manage the risks related to the structural complexity of our invested assets through AAM’s modeling efforts. The goal of our risk management discipline is to be able to continue growth and to achieve profitable results across various market environments.

Additional Information

Athene is an exempted company organized under the laws of Bermuda. Our principal executive offices are located at Chesney House, First Floor, 96 Pitts Bay Road, Pembroke, HM08, Bermuda, and our telephone number is (441) 279-8400. Our website address is www.athene.com. Information contained on our website or connected thereto does not constitute a part of, and is not incorporated by reference into, this prospectus or the registration statement of which it forms a part.

Summary Risk Factors

An investment in our common shares involves numerous risks described in “Risk Factors” and elsewhere in this prospectus. You should carefully consider these risks before making an investment in our Class A common shares. Key risks include, but are not limited to, the following:

- our business, financial condition, liquidity, results of operations and cash flows depend on the accuracy of our management’s assumptions and estimates, and we could face significant losses if these assumptions and estimates differ significantly from actual results;
- the amount of statutory capital that our insurance and reinsurance subsidiaries have can vary significantly from time to time and is sensitive to a number of factors outside of our control;
- interest rate fluctuations could adversely affect our business, financial condition, liquidity, results of operations and cash flows;
- we may want or need additional capital in the future and such capital may not be available to us on favorable terms or at all due to volatility in the equity or credit markets, adverse economic conditions or our creditworthiness;
- if we do not manage our growth effectively, our financial performance could be adversely affected; our historical growth rates may not be indicative of our future growth;
- if our risk management policies and procedures, which include the use of derivatives and reinsurance, are not adequate to protect us, we may be exposed to unidentified, unanticipated or inadequately managed risks;
- we operate in a highly competitive industry that includes a number of competitors, many of which are larger and more well-known than we are, which could limit our ability to achieve our growth strategies and could materially and adversely affect our business, financial condition, results of operations, cash flows and prospects;
- we are subject to general economic conditions, including prevailing interest rates, levels of unemployment and financial and equity and credit market performance, which may affect, among other things, our ability to sell our products, the fair value of our investments and whether such investments become impaired and the surrender rate and profitability of our policies;
- our investments are subject to market and credit risks that could diminish their value and these risks could be greater during periods of extreme volatility or disruption in the financial and credit markets, which could adversely impact our business, financial condition, liquidity and results of operations;
- our investments linked to real estate are subject to credit, market and servicing risk which could diminish the value that we obtain from such investments;
- many of our invested assets are relatively illiquid and we may fail to realize profits from these assets for a considerable period of time, or lose some or all of the principal amount we invest in these assets if we are required to sell our invested assets at a loss at inopportune times to cover policyholder withdrawals or to meet our insurance, reinsurance or other obligations;
- our investment portfolio may be subject to concentration risk, particularly with regards to our investments in MidCap, AmeriHome and real estate;
- our investment portfolio may include investments in securities of issuers based outside the United States, including emerging markets, which may be riskier than securities of U.S. issuers;
- we previously identified material weaknesses in our internal control over financial reporting and if we fail to maintain effective internal control over financial reporting, we may not be able to accurately report our consolidated financial results;

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- our growth strategy includes acquiring business through acquisitions of other insurance companies and reinsurance of insurance obligations written by unaffiliated insurance companies, and our ability to consummate these acquisitions on economically advantageous terms acceptable to us in the future is unknown;
- we may not be able to successfully integrate future acquisitions and such acquisitions may result in greater risks to us, our business, financial condition, results of operations, cash flows and prospects;
- a financial strength rating downgrade, potential downgrade or any other negative action by a rating agency could make our product offerings less attractive, inhibit our ability to acquire future business through acquisitions or reinsurance and increase our cost of capital, which could have a material adverse effect on our business;
- we are subject to significant operating and financial restrictions imposed by our credit agreement;
- we are subject to the credit risk of our counterparties, including ceding companies who reinsure business to ALRe, reinsurers who assume liabilities from our subsidiaries and derivative counterparties;
- we rely significantly on third parties for investment services and certain other services related to our policies, and we may be held responsible for obligations that arise from the acts or omissions of third parties under their respective agreements with us if they are deemed to have acted on our behalf;
- the vote by the United Kingdom mandating its withdrawal from the European Union (“EU”) could have an adverse effect on our business, investments and potential growth into Europe;
- interruption or other operational failures in telecommunications, information technology and other operational systems or a failure to maintain the security, integrity, confidentiality or privacy of sensitive data residing on those systems, including as a result of human error, could have a material adverse effect on our business;
- we may be the target or subject of, and may be required to defend against or respond to, litigation (including class action litigation), enforcement investigations or regulatory scrutiny;
- the historical performance of AAM and Apollo Asset Management Europe, LLP (“AAME”) should not be considered as indicative of the future results of our investment portfolio, our future results or any returns expected on our common shares;
- if either AAM or AAME loses or fails to retain its senior executives or other key personnel and is unable to attract qualified personnel, its ability to provide us with investment management and advisory services could be impeded or adversely affected, which could significantly and negatively affect our business;
- increased regulation or scrutiny of alternative investment advisers and certain trading methods may affect AAM’s and AAME’s ability to manage our investment portfolio or affect our business reputation;
- our industry is highly regulated and we are subject to significant legal restrictions, regulations and regulatory oversight in connection with the operations of our business, including the discretion of various governmental entities in applying such restrictions and regulations and these restrictions may have a material adverse effect on our business, financial condition, liquidity, results of operations, cash flows and prospects;
- our failure to obtain or maintain approval of insurance regulators and other regulatory authorities as required for the operations of our insurance subsidiaries may have a material adverse effect on our business, financial condition, results of operations and prospects;

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- changes in the laws and regulations governing the insurance industry or otherwise applicable to our business, including the newly-issued DOL fiduciary regulation, may have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects;
- AHL or ALRe may be subject to U.S. federal income taxation;
- U.S. persons who own our Class A common shares may be subject to U.S. federal income taxation at ordinary rates on our undistributed earnings and profits;
- U.S. persons who own our Class A common shares may be subject to U.S. federal income taxation at ordinary income rates on a disproportionate share of our undistributed earnings and profits attributable to related person insurance income (“RPII”);
- the interest of the Apollo Group, which controls and is expected to continue to control 45% of the total voting power of AHL and holds a number of the seats on our board of directors, may conflict with those of other shareholders and could make it more difficult for you and other shareholders to influence significant corporate decisions;
- our bye-laws contain provisions that cause a holder of Class A common shares to lose the right to vote the shares if the holder owns an equity interest in Apollo, AP Alternative Investments, L.P. (“AAA”), or certain other entities;
- our bye-laws contain provisions that could discourage takeovers and business combinations that our shareholders might consider in their best interests, including provisions that prevent a holder of Class A common shares from having a significant stake in Athene; and
- other risks and factors listed under “Risk Factors” and elsewhere in this prospectus.

Organizational Chart

Below is an organizational chart that summarizes our ownership and corporate structure. We have two classes of voting shares outstanding, Class A common shares and Class B common shares. Each such Class A common share and Class B common share is economically equivalent – the dollar value of one Class A common share is equivalent to the dollar value of one Class B common share. However, Class A common shares and Class B common shares differ in terms of voting power. The Class A common shares currently account for 55% of our aggregate voting power and the Class B common shares currently account for the remaining 45% of our aggregate voting power. The Class B common shares are held by members of the Apollo Group, which includes funds managed by affiliates of Apollo, and accordingly, the Apollo Group beneficially owns or exercises voting control over all of the Class B common shares. Holders of the Class B common shares may convert any or all of their Class B common shares into Class A common shares on a one-to-one basis, at any time, including upon a sale of their shares (subject to any applicable lock-up restrictions), upon notice to us. So long as any member of the Apollo Group owns at least one Class B common share, such member will still be able to assert voting control over 45% of our aggregate voting power. See “Description of Share Capital—Common Shares—Voting Rights.”

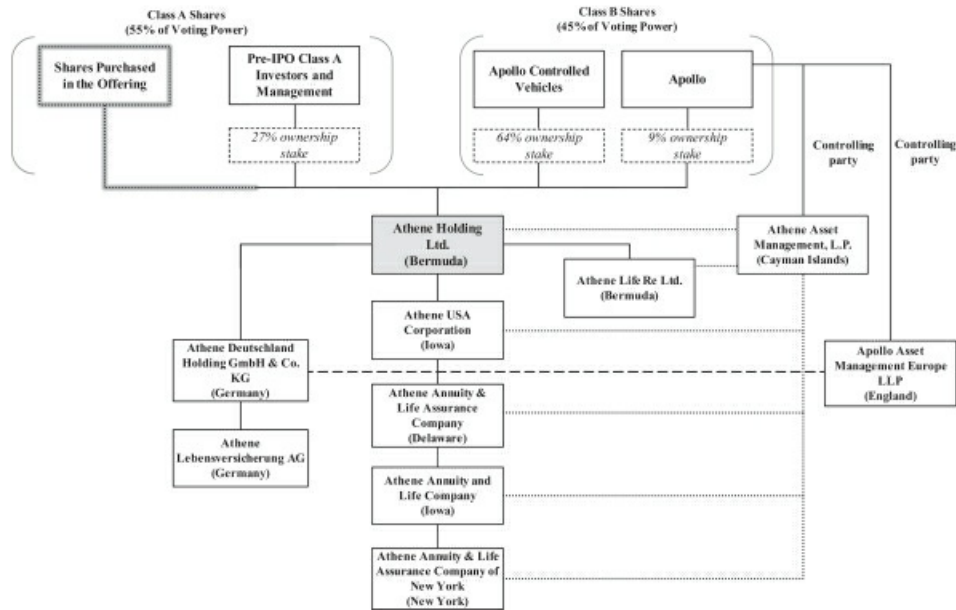
As a result of certain regulatory and tax limitations, our bye-laws prohibit holders of Class A common shares and their Control Groups (as defined herein) and certain other classes of common shares (other than those owned by the Apollo Group) from having more than 9.9% of the total voting power of our common shares. Any amounts in excess of such 9.9% will be reallocated proportionately among all other of our Class A common shareholders who were not members of the relevant Control Group so long as such reallocation does not cause such other shareholder or its related Control Group to hold more than 9.9% of the total voting power of our shares. See “Description of Share Capital—Common Shares—Voting Rights—Class A Common Shares.”

AAM acts as the investment manager to our U.S. and Bermuda companies. AAME acts as the investment adviser to our German subsidiaries.

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The dotted lines connecting AAM to AHL and certain of its subsidiaries and the dashed line connecting AAME to Athene Deutschland Holding GmbH & Co. KG (“ADKG”) denote our investment management and advisory relationships, respectively.

The ownership percentages shown reflect our percentage ownership prior to the offering⁽¹⁾⁽²⁾



- (1) The organizational chart shows AHL and its material insurance company and holding company subsidiaries and omits certain of its subsidiaries, including certain insurance companies and intermediate holding companies. For a complete list of subsidiaries of AHL, please see Exhibit 21.1 to the registration statement of which this prospectus is a part.
- (2) The ownership structure of AHL shown in the organizational chart is representational only and does not include the names of the direct or beneficial owners of our common shares. For more information about the beneficial owners of our common shares, please see “Principal and Selling Shareholders.”

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The Offering	
Class A common shares offered by us in this offering	Class A common shares (plus up to an additional Class A common shares that we may issue and sell upon the exercise of the underwriters' option to purchase additional Class A common shares)
Class A common shares offered by the selling shareholders in this offering	Class A common shares (plus up to an additional Class A common shares that the selling shareholders may sell upon the exercise of the underwriters' option to purchase additional Class A common shares)
Class A common shares outstanding prior to this offering	shares
Class A common shares to be outstanding after this offering	shares (shares if the underwriters exercise their option to purchase additional Class A common shares in full from us)
Class B common shares outstanding	shares
Class M common shares outstanding	shares
Total common shares to be outstanding after this offering	shares (shares if the underwriters exercise their option to purchase additional Class A common shares in full from us)
Voting Rights	The Class A common shares collectively represent 55% of the total voting power of our common shares, subject to certain voting restrictions and adjustments. The Class B common shares, which are beneficially owned by members of the Apollo Group, represent, in aggregate, 45% of the total voting power of our common shares, subject to certain adjustments. Our Class A common shares may be subject to a cap of the voting power attributable to such shares or may be deemed to be non-voting depending upon whether a holder of such shares is subject to the restrictions set forth in our bye-laws. See "Description of Share Capital—Common Shares—Voting Rights."
Use of proceeds	We expect the total net proceeds that we receive in this offering will be approximately \$, assuming an offering price of \$ per share (which is the mid-point of the price range set forth on the cover page of this prospectus) after deducting the underwriters' discounts and commissions in connection with this offering and estimated offering expenses. If the underwriters exercise their option to purchase additional Class A common shares in full, our total net proceeds will be approximately \$ after deducting the underwriters' discounts and commissions in connection with this offering and estimated offering expenses.

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Conflicts of Interest	<p>We intend to use the net proceeds we receive from this offering for general corporate purposes. We will not receive any proceeds from the sale of the selling shareholders' Class A common shares.</p> <p>Apollo Global Securities, LLC is an underwriter in this offering and is an affiliate of entities controlled by or affiliated with Apollo, which beneficially own more than 10% of our outstanding common equity. Accordingly, Apollo Global Securities, LLC is deemed to have a "conflict of interest" within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, Inc. ("FINRA"). Accordingly, this offering will be made in compliance with the applicable provisions of FINRA Rule 5121. See "Underwriting (Conflicts of Interest)."</p>
Dividend policy	<p>We do not currently pay dividends on any of our common shares and we currently intend to retain all available funds and any future earnings for use in the operation of our business. We may, however, pay cash dividends on our common shares, including our Class A common shares, in the future. Any future determination to pay dividends will be made at the discretion of our board of directors and will depend upon many factors, including our financial condition, earnings, legal and regulatory requirements, restrictions in our debt agreements and other factors our board of directors deems relevant. See "Dividend Policy" and "Description of Certain Indebtedness—Credit Facility."</p>
Proposed New York Stock Exchange symbol	<p>We intend to apply to list our Class A common shares on the New York Stock Exchange ("NYSE") under the symbol "ATH."</p>

Summary Historical Consolidated Financial and Operating Data

The following tables set forth our summary historical consolidated financial and operating data. The summary historical consolidated financial data as of June 30, 2016, and for the six months ended June 30, 2016 and 2015, have been derived from our historical unaudited condensed consolidated financial statements and notes thereto included elsewhere in this prospectus. The summary historical consolidated financial data, as it relates to each of the years from 2011 through 2015, has been derived from our annual financial statements. The summary historical consolidated financial data as of December 31, 2015 and 2014, and each of the three years in the period ended December 31, 2015, have been derived from our historical audited consolidated financial statements and notes thereto included elsewhere in this prospectus. Our historical results are not necessarily indicative of future operating results and the results for any interim period are not necessarily indicative of the results that may be expected for a full fiscal year.

You should read this information in conjunction with “Use of Proceeds,” “Capitalization,” “Selected Historical Consolidated Financial and Operating Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” our consolidated financial statements and notes thereto and the consolidated financial statements of Aviva USA and notes thereto, in each case, included elsewhere in this prospectus.

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Summary historical consolidated financial and operating data are as follows (dollars in millions, except per share data):

	Six months ended June 30,		Years ended December 31,					
	2016(2)	2015	2015(1)(2)	2014	2013(1)	2012(1)	2011(1)	
Consolidated Statements of Income Data:								
Total revenues	\$ 1,769	\$ 1,347	\$ 2,616	\$ 4,100	\$ 1,749	\$ 1,017	\$ (857)	
Total benefits and expenses	1,473	1,050	2,024	3,568	760	653	(860)	
Income before income taxes	296	297	592	532	989	365	3	
Net income available to AHL shareholders	279	248	562	463	916	377	—	
Operating income (loss), net of tax (a non-GAAP measure)	330	311	740	793	777	232	(9)	
ROE	9.5%	9.8%	11.3%	12.7%	39.6%	30.0%	(0.1)%	
ROE excluding AOCI (a non-GAAP measure)	9.7%	10.8%	11.8%	14.0%	42.2%	32.9%	(0.1)%	
Operating ROE excluding AOCI (a non-GAAP measure)	11.5%	13.5%	15.6%	24.0%	35.8%	20.3%	(1.8)%	
Earnings (loss) per share on Class A and Class B common shares:								
Basic	\$ 1.50	\$ 1.51	\$ 3.21	\$ 3.58	\$ 8.07	\$ 5.59	\$ (0.01)	
Diluted	\$ 1.50	\$ 1.51	\$ 3.21	\$ 3.52	\$ 7.96	\$ 5.59	\$ (0.01)	
Operating earnings (loss) per share on Class A and Class B common shares (a non-GAAP measure):								
Diluted	\$ 1.77	\$ 1.89	\$ 4.23	\$ 6.03	\$ 6.75	\$ 3.45	\$ (0.22)	
Weighted average Class A and Class B common shares outstanding:								
Basic	186,006,656	164,324,327	175,091,802	129,519,108	113,506,457	67,343,297	41,434,233	
Diluted	186,087,906	164,344,396	175,178,648	131,608,464	115,110,030	67,343,297	41,434,233	
Retirement Services Data:								
Operating income, net of tax (a non-GAAP measure)	\$ 392	\$ 313	\$ 769	\$ 764	\$ 416	N/A(3)	N/A(3)	
Operating ROE excluding AOCI (a non-GAAP measure)	19.1%	19.3%	22.7%	32.2%	23.2%	N/A(3)	N/A(3)	
Investment margin on deferred annuities (a non-GAAP measure)	2.62%	2.30%	2.45%	2.32%	2.98%	N/A(3)	N/A(3)	

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	June 30, 2016(2)	December 31,				
		2015(1)(2)	2014	2013(1)	2012(1)	2011(1)
Consolidated Balance Sheet Data:						
Investments, including related parties	\$ 68,860	\$ 64,525	\$ 60,631	\$ 58,156	\$ 13,911	\$ 9,364
Investments of consolidated variable interest entities	1,510	1,565	3,409	4,348	2,478	941
Total assets	84,301	80,854	82,710	80,807	19,315	13,475
Interest sensitive contract liabilities	58,797	57,296	60,641	60,386	13,264	10,357
Future policy benefits	14,745	14,540	11,137	10,712	2,462	1,467
Notes payable, including related party notes payable	—	—	—	351	153	40
Borrowings of consolidated variable interest entities	500	500	2,017	2,413	1,225	725
Total liabilities	77,863	75,491	78,122	77,952	17,452	12,826
Total AHL shareholders' equity	6,437	5,362	4,555	2,761	1,863	648
Book value per share	\$ 34.62	\$ 28.81	\$ 32.29	\$ 23.99	\$ 16.61	\$ 10.92
Book value per share, excluding AOCI (a non-GAAP measure)	\$ 31.56	\$ 30.09	\$ 27.73	\$ 23.39	\$ 14.66	\$ 10.87
Class A and Class B common shares outstanding	186,181,420	186,115,240	141,035,628	115,099,947	112,088,679	59,318,698

- (1) Reflects the acquisition of DLD from October 1, 2015, the acquisition of Aviva USA from October 2, 2013, the acquisition of Presidential Life Corporation from December 28, 2012, the acquisition of Investors Insurance Corporation from July 18, 2011 and the acquisition of Athene Annuity (formerly known as Liberty Life Insurance Corporation ("Liberty Life")) from April 29, 2011.
- (2) Effective August 1, 2015, Athene Annuity and Life Company (formerly known as Aviva Life and Annuity Company, "AAIA") agreed to novate certain open blocks of business ceded to Accordia Life and Annuity Insurance Company (formerly known as Presidential Life Insurance Company – USA, "Accordia"), an affiliate of Global Atlantic Financial Group Limited ("Global Atlantic"), and amended portions of reinsurance agreements between Athene Life Insurance Company of New York ("ALICNY," formerly known as Aviva Life and Annuity Company of New York, "ALACNY") and First Allmerica Financial Life Insurance Company ("FAFLIC"), an affiliate of Global Atlantic, which changed the reinsurance agreements from funds withheld coinsurance to coinsurance agreements. Refer to "Note 7 – Reinsurance" to our unaudited condensed consolidated financial statements and notes thereto and "Note 9 – Reinsurance" to our audited consolidated financial statements and notes thereto included elsewhere in this prospectus.
- (3) Prior to 2013, we did not operate our business under reporting segments and instead the Company was operated as a single operating segment. Therefore, there was no segment operating results during 2012 or 2011.

Non-GAAP Measures

In addition to our results presented in accordance with GAAP, our results of operations include certain non-GAAP measures commonly used in our industry. Management believes the use of these non-GAAP measures, together with the relevant GAAP measures, provides a better understanding of our results of operations and the underlying profitability drivers of our business. The majority of these non-GAAP measures are intended to remove from the results of operations the market volatility (other than with respect to alternative investments) as well as integration, restructuring and certain other expenses which are not part of our underlying profitability drivers or likely to re-occur in the foreseeable future, as such items fluctuate from period-to-period in a manner inconsistent with these drivers. These measures should be considered supplementary to our results in accordance with GAAP and should not be viewed as a substitute for the GAAP measures. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Operating and Non-GAAP Measures" for additional discussions regarding non-GAAP measures.

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The following are reconciliations of operating income (loss), net of tax, and operating earnings (loss) per share on Class A common shares and Class B common shares to their corresponding GAAP measures, net income available to AHL shareholders and diluted earnings per share on Class A common shares and Class B common shares, respectively, for the periods presented below (dollars in millions, except per share data):

	Six months ended		Years ended December 31,				
	June 30,		2015	2014	2013	2012	2011
	2016	2015	2015	2014	2013	2012	2011
Operating income (loss), net of tax	\$ 330	\$ 311	\$ 740	\$ 793	\$ 777	\$ 232	\$ (9)
Non-operating adjustments							
Investment gains (losses), net of offsets	40	13	(56)	151	(4)	228	(96)
Change in fair values of derivatives and embedded derivatives – FIAs, net of offsets	(85)	(34)	(27)	(30)	154	(38)	(20)
Integration, restructuring and other non-operating expenses	(6)	(25)	(58)	(279)	(184)	(38)	—
Stock compensation expense	(13)	(18)	(67)	(148)	—	—	—
Bargain purchase gain	—	—	—	—	152	(2)	128
Provision for income taxes – non-operating	13	1	30	(24)	21	(5)	(3)
Total non-operating adjustments	<u>(51)</u>	<u>(63)</u>	<u>(178)</u>	<u>(330)</u>	<u>139</u>	<u>145</u>	<u>9</u>
Net income available to AHL shareholders	<u>\$ 279</u>	<u>\$ 248</u>	<u>\$ 562</u>	<u>\$ 463</u>	<u>\$ 916</u>	<u>\$ 377</u>	<u>\$ —</u>
Segment Data:							
Retirement Services	\$ 392	\$ 313	\$ 769	\$ 764	\$ 416		
Corporate and Other	(62)	(2)	(29)	29	361		
Operating income, net of tax	<u>\$ 330</u>	<u>\$ 311</u>	<u>\$ 740</u>	<u>\$ 793</u>	<u>\$ 777</u>		

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	Six months ended June 30,		Years ended December 31,				
	2016	2015	2015	2014	2013	2012	2011
Operating earnings (loss) per share - Class A and Class B common shares							
Diluted	\$ 1.77	\$ 1.89	\$ 4.23	\$ 6.03	\$ 6.75	\$ 3.45	\$ (0.22)
Non-operating adjustments							
Investment gains (losses), net of offsets	0.22	0.07	(0.33)	1.15	(0.03)	3.38	(2.31)
Change in fair values of derivatives and embedded derivatives –FIAs, net of offsets	(0.46)	(0.20)	(0.15)	(0.24)	1.33	(0.56)	(0.48)
Integration, restructuring and other non-operating expenses	(0.03)	(0.15)	(0.33)	(2.12)	(1.61)	(0.57)	—
Stock compensation expense	(0.07)	(0.11)	(0.38)	(1.12)	—	—	—
Bargain purchase gain	—	—	—	—	1.33	(0.03)	3.09
Provision for income taxes – non-operating	0.07	0.01	0.17	(0.18)	0.19	(0.08)	(0.09)
Total non-operating adjustments	(0.27)	(0.38)	(1.02)	(2.51)	1.21	2.14	0.21
Earnings (loss) per share - Class A and Class B common shares							
Diluted	\$ 1.50	\$ 1.51	\$ 3.21	\$ 3.52	\$ 7.96	\$ 5.59	\$ (0.01)

The following is a reconciliation of total AHL shareholders' equity excluding AOCI, which is used in calculating ROE excluding AOCI, to its corresponding GAAP measure, total AHL shareholders' equity, for the periods presented (dollars in millions):

	June 30,		December 31,				
	2016	2015	2015	2014	2013	2012	2011
Total AHL shareholders' equity excluding AOCI	\$ 5,868	\$ 5,261	\$ 5,599	\$ 3,911	\$ 2,691	\$ 1,644	\$ 645
AOCI	569	341	(237)	644	70	219	3
Total AHL shareholders' equity	\$ 6,437	\$ 5,602	\$ 5,362	\$ 4,555	\$ 2,761	\$ 1,863	\$ 648
Segment Data:							
Retirement Services	\$ 4,243	\$ 3,690	\$ 3,974	\$ 2,807	\$ 1,941		
Corporate and Other	1,625	1,571	1,625	1,104	750		
Total AHL shareholders' equity excluding AOCI	\$ 5,868	\$ 5,261	\$ 5,599	\$ 3,911	\$ 2,691		

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The following is Retirement Services' investment margin and its components, net investment earned rate and cost of crediting, each reconciled to their corresponding GAAP measure, net investment income and interest sensitive contract benefits, respectively, for the period presented below (dollars in millions):

	Six months ended June 30,				Years ended December 31,					
	2016		2015		2015		2014		2013	
	Dollar	Rate	Dollar	Rate	Dollar	Rate	Dollar	Rate	Dollar	Rate
Retirement Services:										
Net investment earned rate		4.59%		4.20%		4.37%		4.26%		5.40%
Cost of crediting on deferred annuities		1.97%		1.90%		1.92%		1.94%		2.42%
Investment margin on deferred annuities		2.62%		2.30%		2.45%		2.32%		2.98%
Retirement Services	\$ 1,403	4.59%	\$ 1,227	4.20%	\$ 2,572	4.37%	\$ 2,483	4.26%	\$ 1,363	5.40%
Corporate and Other	5	0.16%	21	2.99%	36	1.38%	55	5.91%	367	49.25%
Total net investment earnings/earned rate	1,408	4.13%	1,248	4.17%	2,608	4.24%	2,538	4.29%	1,730	6.66%
Reinsurance embedded derivative impacts	(89)	(0.26)%	(34)	(0.11)%	(84)	(0.15)%	(67)	(0.10)%	(156)	(0.59)%
Net VIE earnings	30	0.09%	(32)	(0.11)%	(67)	(0.11)%	(146)	(0.25)%	(535)	(2.06)%
Alternative investment (gain) loss	32	0.09%	(10)	(0.03)%	42	0.07%	(4)	(0.01)%	22	0.08%
Other	15	0.04%	7	0.02%	9	0.01%	12	0.02%	13	0.05%
Total adjustments to arrive at net investment earnings/earned rate	(12)	(0.04)%	(69)	(0.23)%	(100)	(0.18)%	(205)	(0.34)%	(656)	(2.52)%
GAAP net investment income	\$ 1,396	4.09%	\$ 1,179	3.94%	\$ 2,508	4.06%	\$ 2,333	3.95%	\$ 1,074	4.14%
Retirement Services average invested assets	\$61,089		\$58,469		\$58,917		\$58,284		\$25,220	
Corporate and Other average invested assets	7,139		1,367		2,567		923		745	
Consolidated average invested assets	\$68,228		\$59,836		\$61,484		\$59,207		\$25,965	
Retirement Services cost of crediting on deferred annuities	\$ 496	1.97%	\$ 465	1.90%	\$ 940	1.92%	\$ 936	1.94%	\$ 491	2.42%
Interest credited other than deferred annuities	56	0.22%	49	0.20%	94	0.19%	107	0.22%	41	0.20%
FIA option costs	(275)	(1.10)%	(248)	(1.02)%	(510)	(1.04)%	(442)	(0.92)%	(131)	(0.65)%
Product charges (strategy fees)	24	0.10%	14	0.06%	33	0.07%	11	0.02%	1	—%
Reinsurance embedded derivative	(13)	(0.05)%	(8)	(0.03)%	(18)	(0.04)%	(14)	(0.03)%	(13)	(0.06)%
Change in fair value of embedded derivatives – FIAs	340	1.36%	210	0.86%	174	0.36%	1,294	2.68%	699	3.44%
Negative VOBA amortization	(24)	(0.10)%	(36)	(0.15)%	(68)	(0.14)%	(73)	(0.15)%	(33)	(0.16)%
Unit linked change in reserves	(19)	(0.08)%	—	—%	27	0.06%	—	—%	—	—%
Other changes in interest sensitive contract liabilities	1	—%	7	0.03%	18	0.04%	3	0.01%	9	0.04%
Total adjustments to arrive at cost of crediting on deferred annuities	90	0.35%	(12)	(0.05)%	(250)	(0.50)%	886	1.83%	573	2.81%
GAAP interest sensitive contract benefits	\$ 586	2.32%	\$ 453	1.85%	\$ 690	1.42%	\$ 1,822	3.77%	\$ 1,064	5.23%
Average account value	\$50,297		\$48,834		\$48,956		\$48,353		\$20,308	

RISK FACTORS

Investing in our common shares involves a high degree of risk, including the potential loss of all or part of your investment. Before making an investment decision to purchase our common stock, you should carefully read and consider all of the risks and uncertainties described below, as well as other information included in this prospectus, including “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements and notes thereto included elsewhere in this prospectus. The occurrence of any of the following risks or additional risks and uncertainties that are currently immaterial or unknown could materially and adversely affect our business, financial condition, liquidity, results of operations, cash flows or prospects. This prospectus also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below. See “Special Note Regarding Forward-Looking Statements and Market Data.”

Risks Relating to Our Business

Our business, financial condition, liquidity, results of operations and cash flows depend on the accuracy of our management’s assumptions and estimates, and we could face significant losses if these assumptions and estimates differ significantly from actual results.

We make and rely on certain assumptions and estimates regarding many items, including interest rates, investment returns, expenses and operating costs, tax assets and liabilities, business mix, surrender activity, mortality and contingent liabilities, related to our business and anticipated results that affect amounts reported in our consolidated financial statements and notes thereto. We also use these assumptions and estimates to make decisions crucial to our business operations, including establishing pricing, target returns and expense structures for our insurance subsidiaries’ products, determining the amount of reserves we are required to hold for our policy liabilities, the price we will pay to acquire or reinsure business, the hedging strategies to manage risks to our business and operations and the amount of regulatory and rating agency capital that our insurance subsidiaries must hold to support their businesses. The factors influencing these business decisions cannot be predicted with certainty and if our assumptions and estimates differ significantly from actual outcomes and results, our business, financial condition, liquidity, results of operations and cash flows may be materially and adversely affected.

Insurance Products and Liabilities

Pricing of our annuity and other insurance products, whether issued by us or acquired through reinsurance or acquisitions, is based upon assumptions about persistency. A factor which may affect persistency for some of our products is the value of guaranteed minimum benefits. An increase in the value of guaranteed minimum benefits could result in our policies remaining in force longer than we have estimated, which could adversely affect our results of operations. This could be caused by extended periods of poor equity market performance and/or low interest rates, developments affecting customer perception and other factors outside our control. Alternatively, our persistency estimates could be negatively affected during periods of rising equity markets or interest rates or by other factors outside our control, which could result in fewer policies remaining in force than estimated. Therefore, our results will vary based on differences between actual and expected withdrawals from our subsidiaries’ products.

Certain of our deferred annuity products also contain optional benefit riders, including guaranteed lifetime income or death benefits, that may be exercised at certain points of time under the terms of a contract. We set prices for such products using assumptions about mortality, the rate of election of deferred annuity living benefits and other optional benefits offered to our policyholders. The profitability of these products may be lower than expected if actual policyholder utilization of these benefits varies adversely from our assumptions.

We license analytic software with actuarial modeling capabilities from third parties to facilitate the pricing of our products, make projections of our in-force business for planning purposes and objectively assess the risks

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in our subsidiaries' insurance and reinsurance asset and liability portfolios. These actuarial models help us to measure and control risk accumulation, inform management and other stakeholders of capital requirements and manage the risk/return profile and amount of capital required to cover the risks in each of our subsidiaries' insurance and reinsurance contracts and our overall portfolio of insurance and reinsurance contracts. However, given the inherent uncertainty of modeling techniques and the application of such techniques, these models and databases may not accurately address the emergence of a variety of matters which might impact certain of our subsidiaries' products. Accordingly, these models may inaccurately predict the exposures that our subsidiaries are assuming and our financial results may be adversely impacted, perhaps significantly.

If emerging or actual experience deviates from our assumptions regarding any of the above factors, such deviations could have a significant effect on our reserve levels and our related results of operations and financial condition. For example, a significant portion of our in-force and newly issued products contain riders that offer guaranteed lifetime income or death benefits. These riders expose us to mortality, longevity and policyholder behavior risks. If actual utilization of certain rider benefits is adverse when compared to our estimates used in setting our reserves for future policy benefits, these reserves may prove to be inadequate and we may be required to increase them. Conversely, if policies lapse at a significantly higher rate than expected, we may need to accelerate the amortization of deferred acquisition costs ("DAC"), value of business acquired ("VOBA") and deferred sales inducement ("DSI") balances. More generally, deviations from our pricing expectations could result in our subsidiaries earning less of a spread between the investment income earned on our subsidiaries' assets and the interest credited to such products and other costs incurred in servicing the products, or may require our subsidiaries to make more payments under certain products than our subsidiaries had projected. We have limited experience to date on policyholder behavior for our guaranteed minimum benefit products. As a result, future experience could deviate significantly from our assumptions. Such acceleration of expense amortization, reduced spread or increased payments could materially and adversely affect our financial condition, results of operations or cash flows.

Determination of Fair Value

As defined under GAAP, fair value is the price that would be received to sell an asset or paid to transfer a liability between market participants in the principal market or in the most advantageous market when no principal market exists. Adjustments to transaction prices or quoted market prices may be required in illiquid or disorderly markets in order to estimate fair value. Different valuation techniques may be appropriate under the circumstances to determine the value that would be received to sell an asset or paid to transfer a liability in an orderly transaction. Market participants are assumed to be independent, knowledgeable, able and willing to transact an exchange and not under duress. Nonperformance or credit risk is considered in determining fair value. Considerable judgment may be required in interpreting market data used to develop the estimates of fair value. Accordingly, estimates of fair value are not necessarily indicative of the amounts that could be realized in a current or future market exchange.

For example, the valuation of investments involves considerable judgment, is subject to considerable variability and is revised as additional information becomes available. As such, changes in, or deviations from, the assumptions used in such valuations can significantly affect our financial statements. During periods of market disruption, including periods of rapidly changing credit spreads or illiquidity, if trading becomes less frequent or market data becomes less observable, it has been and will likely continue to be difficult to value certain of our investments, such as certain of our real-estate related investments, structured products and alternative investments. There may be certain asset classes in active markets with significant observable data that could become illiquid in a difficult financial environment. Further, rapidly changing credit and equity market conditions could materially impact the valuation of investments as reported within our financial statements, and the period-to-period changes in value could vary significantly. Our ability to sell investments, or the price ultimately realized for investments, depends upon the demand and liquidity in the market and increases the use of judgment in determining the estimated fair value of certain investments. Even if our assumptions and valuations are accurate at the time that they are made, the same factors influencing our valuations of such investments could

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cause the market value of these investments to decline, which could materially and adversely impact our financial condition, results of operations or cash flows.

Additionally, we also use, and may in the future use, derivatives, including swaps, options, futures and forward contracts, and reinsurance contracts to hedge risks such as current or future changes in the fair value of our assets and liabilities, current or future changes in cash flows, changes in interest rates, equity markets and credit spreads, the occurrence of credit defaults, currency fluctuations and changes in mortality and longevity. We use equity derivatives to hedge the liabilities associated with our FIAs. Our hedging strategies also rely on assumptions and projections regarding our assets, liabilities (including with respect to the optional benefits offered as part of our products), general market factors and the creditworthiness of our counterparties that may prove to be incorrect or inadequate. Accordingly, our hedging activities may not have the desired beneficial impact on our financial condition or results of operations. Hedging strategies involve transaction and other costs, and if we terminate any hedging arrangements, including reinsurance contracts, we may also be required to pay additional costs, such as transaction fees or breakage costs. We may also incur losses on transactions after taking into account our hedging strategies, which may have a material and adverse effect on our financial condition and cash flows.

Financial Statements and Results

The preparation of our consolidated financial statements and notes thereto in accordance with GAAP requires management to make various estimates and assumptions that affect the reported amounts in our financial statements. These estimates include, but are not limited to, the fair value of investments, impairment of investments and valuation allowances, the valuation of derivatives, including embedded derivatives, DAC, DSI and VOBA, future policy benefit reserves, valuation allowances on deferred tax assets and stock-based compensation. For example, the calculations we use to estimate DAC, DSI and VOBA are necessarily complex and involve analyzing and interpreting large quantities of data. The assumptions and estimates required for these calculations involve judgment and by their nature are imprecise and subject to changes and revisions over time. Accordingly, our results may be adversely affected from time to time by actual results differing from assumptions, changes in estimates and changes resulting from implementing more sophisticated administrative systems and procedures that facilitate the calculation of more precise estimates. Any of these inaccuracies could require us, among other things, to accelerate the amortization of DAC, DSI and VOBA, which would result in a charge to earnings, or in a restatement of our historical financial statements or other material adjustments to our financial statements. Additionally, the potential for unforeseen developments, including changes in laws, may result in losses and loss expenses materially different from the reserves initially established, which could also materially and adversely impact our business, financial condition, results of operations and prospects.

The amount of statutory capital that our insurance and reinsurance subsidiaries have can vary significantly from time to time and is sensitive to a number of factors outside of our control.

Our U.S. insurance subsidiaries are subject to state regulations that provide for minimum capitalization requirements (“MCR”) based on risk-based capital (“RBC”) formulas for life insurance companies relating to insurance, business, asset, interest rate and certain other risks. Similarly, ALRe is subject to MCR imposed by the Bermuda Monetary Authority (the “BMA”) through its Enhanced Capital Requirement (“ECR”) and Minimum Margin of Solvency (“MMS”). The BSCR is based on the BMA’s Economic Balance Sheet (“EBS”) regulatory framework, which was granted equivalency to Solvency II in March 2016. EBS is effective as of January 1, 2016 with the first filing due in 2017 for the year ended December 31, 2016. Our German Group Companies are subject to solvency capital requirements (“SCR”) and MCR pursuant to Solvency II (as implemented in Germany), which applies at the level of Athene Lebensversicherung AG (“ALV,” formerly known as Delta Lloyd Lebensversicherung AG) and at the level of the group. ALV and Athene Pensionskasse AG (“APK,” formerly known as Delta Lloyd Pensionskasse AG) are subject to SCR and MCR pursuant to the German regulation on capitalization (*Kapitalausstattungsverordnung*).

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In any particular year, our subsidiaries' capital ratios and/or statutory surplus amounts may increase or decrease depending on a variety of factors, most of which are outside of our control, including, but not limited to, the following:

- the amount of statutory income or losses generated by our insurance subsidiaries (which itself is sensitive to equity and credit market conditions);
- the amount of additional capital our insurance subsidiaries must hold to support their business growth;
- changes in reserve requirements applicable to our insurance subsidiaries;
- changes in market value of certain securities in our investment portfolio;
- changes in the credit ratings of investments held in our investment portfolio;
- the value of certain derivative instruments;
- changes in interest rates;
- credit market volatility;
- changes in policyholder behavior;
- changes to the RBC formulas and interpretations of the NAIC instructions with respect to RBC calculation methodologies;
- changes to the ECR, BSCR or target capital level ("TCL") formulas and interpretations of the BMA's instructions with respect to ECR, BSCR or TCL calculation methodologies; and
- changes to the SCR formulas and interpretations with respect to SCR calculation methodologies and MCR pursuant to Solvency II and German regulations.

The financial strength and credit ratings of our insurance subsidiaries are significantly influenced by their statutory surplus amounts and these MCRs. NRSROs may also implement changes to their internal models, which differ from the RBC, BSCR and SCR capital models, that have the effect of increasing or decreasing the amount of statutory capital our subsidiaries must hold in order to maintain their current ratings. Additional statutory reserves may be required as the result of mandatory annual asset adequacy analysis, and rising or falling interest rates and widening credit spreads could alter this cash flow testing analysis. In addition, NRSROs may downgrade the investments held in our portfolio, which could result in impairments and therefore a reduction of the RBC ratios of our U.S. domiciled insurance subsidiaries, a decrease in the solvency ratio of our German Group Companies, or an increase in the ECR of ALRe.

To the extent that one of our insurance subsidiary's solvency or capital ratios is deemed to be insufficient by one or more NRSROs, we may take actions either to increase the capitalization of the insurer or to reduce the capitalization requirements. If we are unable to accomplish such actions, NRSROs may view this as a reason for a ratings downgrade. If a subsidiary's solvency or capital ratios reach certain minimum levels, it could subject us to further examination or corrective action imposed by our insurance regulators, including limitations on our subsidiaries' ability to write additional business, supervision by regulators, seizure or liquidation, each of which could materially and adversely affect our business, financial condition, results of operations, cash flows and prospects.

Interest rate fluctuations could adversely affect our business, financial condition, liquidity, results of operations and cash flows.

Interest rate risk is a significant market risk for us. We define interest rate risk as the risk of an economic loss due to changes in interest rates. This risk arises from our holdings in interest rate-sensitive assets and liabilities, primarily as a result of issuing or reinsuring fixed deferred and immediate annuities and investing primarily in fixed income assets. As of June 30, 2016, reserves for fixed deferred and immediate annuities net of reinsurance made up substantially all of our reserve liabilities. Substantial and sustained increases or decreases in

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market interest rates can affect the profitability of our insurance products and the fair value of our investments. These fluctuations could materially and adversely affect our business, financial condition, liquidity, results of operations and cash flows, including in the following respects:

- Significant changes in interest rates expose us to the risk of not realizing anticipated spreads between overall net investment earned rates and the crediting rates to our policyholders, which are a significant source of our operating profits. We have the ability to adjust crediting rates, including caps and participation rates for FIAs, on many of our annuity liabilities (subject to minimum guaranteed values). However, we may not be able to adjust such rates in a timely manner or to the extent desired to adequately respond to the effect that changes in interest rates may have on the returns on our investments. Many of our annuity products have surrender and withdrawal penalty provisions designed to prevent early policyholder withdrawals in rising interest rate environments and to help ensure targeted spreads are earned. However, competitive factors, including the need or desire to manage levels of surrenders and withdrawals, may limit our ability to adjust or maintain crediting rates at levels necessary to avoid narrowing of spreads under certain market conditions.
- Changes in interest rates may also negatively affect the value of our assets and our ability to realize gains or avoid losses from the sale of those assets, all of which also ultimately affect our earnings and/or capital. Significant volatility in interest rates may have a larger adverse impact on certain assets in our investment portfolio which are highly structured or have limited liquidity, including our real estate-related assets, structured products and alternative investments, which may not have active trading markets, making the disposition of such assets difficult.
- Changes in interest rates may also affect changes in prepayment rates on certain of the real estate-related assets, structured products and alternative investments we invest in. For instance, falling interest rates may accelerate the rate of prepayment on mortgage loans, while rising interest rates may decrease such prepayments below the level of our expectations. At the same time, falling interest rates may result in the lengthening of duration for our policies and liabilities due to the guaranteed minimum benefits contained in our products, while rising interest rates could lead to increased policyholder withdrawals and a shortening of duration for our liabilities. In either case, we could experience a mismatch in our assets and liabilities and potentially incur economic losses, which may have an adverse effect on our financial condition, results of operations and cash flows.
- During periods of declining interest rates or a prolonged period of low interest rates, life insurance and annuity products may be relatively more attractive to consumers due to minimum guarantees that are mandated by law or by regulators at the time that we price these products, resulting in a higher persistency than we anticipated, potentially resulting in greater claims costs on our guaranteed minimum benefit riders than we expected and cash flow mismatches between our assets and liabilities. In addition, the surrender and withdrawal penalties we impose on certain of our annuity products may further increase persistency during such periods. Certain statutory capital and reserve requirements are based on formulas or models that consider interest rates, and an extended period of low interest rates may increase the statutory capital we are required to hold and the amount of assets we must allocate to support statutory reserves, which could decrease the spread income that we are able to earn from these products. This reduced spread could also force us to accelerate amortization of DAC and/or VOBA, which would have an adverse effect on our financial condition and results of operations. Our German life insurance company subsidiaries are required by law to set up an additional premium reserve if the interest rate guaranteed to policyholders of certain endowment and annuity products issued exceeds a certain reference rate which is based on the rolling ten-year average of an AAA Eurobond. If interest rates remain at current low levels or further decline as a result of further quantitative easing in response to declining economic conditions, we could be required to provide additional capital to our German insurance company subsidiaries or increase reserves allocated to certain products which could in turn have a material adverse effect on our financial condition and results of operations.
- Additionally, during periods of declining interest rates, we may have to reinvest the cash we receive as interest or return of principal on our investments into lower-yielding high-grade instruments or seek

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lower-credit instruments in order to maintain comparable returns, each of which could have a material and adverse effect on our financial condition and results of operations.

- Certain securitized financial assets are accounted for based on expectations of future cash flows. To the extent the coupon on these instruments or the underlying collateral is based on a reference rate (for example, the London Interbank Offered Rate (“LIBOR”)), we use the market observed forward curve in our cash flow projections. As of June 30, 2016, we held \$16.2 billion of securitized financial assets that have floating rate coupons or adjustable rate collateral. To the extent interest rates are lower than we have projected, we will experience slower accretion of discounts on these assets and will have a lower yield on our portfolio, which would adversely affect our financial condition and results of operations.
- An extended period of declining interest rates or a prolonged period of low interest rates may cause us to change our long-term view of the interest rates that we can earn on our investments, causing us to change the long-term interest rate that we assume in our evaluation of our insurance liabilities, reducing the attractiveness of our subsidiaries’ products.
- In periods of rapidly increasing interest rates, withdrawals from and/or surrenders of annuity contracts may increase as policyholders choose to seek higher investment returns elsewhere. Obtaining cash to satisfy these obligations may require our insurance subsidiaries to liquidate fixed income investments at a time when market prices for those assets are depressed because of increases in interest rates. This may result in realized investment losses. Regardless of whether we realize an investment loss, such cash payments would result in a decrease in total invested assets and may decrease our levels of profitability or results of operations. Premature withdrawals or unexpected surrenders may also cause us to accelerate amortization of DAC and/or VOBA, which would also adversely affect our financial condition and results of operations.
- An increase in market interest rates could also reduce the value of certain of our alternative investments held as collateral under reinsurance agreements and create a need for ALRe to provide additional collateral to support the reserve requirements of our ceding companies, thereby reducing our available capital and potentially creating a need for additional capital which may not be available to us on favorable terms, or at all, when needed.

We may want or need additional capital in the future, and such capital may not be available to us on favorable terms or at all due to volatility in the equity or credit markets, adverse economic conditions or our creditworthiness.

We may want or need to raise additional capital in the future through offerings of debt or equity securities or otherwise to:

- operate and expand our business;
- make acquisitions or assume business through reinsurance;
- fund our liquidity needs caused by investment losses;
- replace capital lost in the event of significant investment, insurance or reinsurance losses or adverse reserve developments;
- meet rating agency or regulatory capital requirements; or
- meet other requirements and obligations.

Additional capital may not be available on terms favorable to us, or at all, when we seek to raise such capital. Availability of additional capital will depend on a variety of factors such as market conditions, our credit ratings and adverse regulatory actions taken against us. Our inability to raise capital at such times can have a range of effects, including forcing us to forego profitable growth opportunities and impairing the capital ratios of

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our insurance subsidiaries. This would have the potential to decrease both our profitability and our financial flexibility. Further, any additional capital raised through the sale of equity could dilute your ownership interest in our company and may cause the value of our shares to decline.

If we do not manage our growth effectively, our financial performance could be adversely affected; our historical growth rates may not be indicative of our future growth.

We have experienced rapid growth since we commenced operations in 2009. As of June 30, 2016, our reserve liabilities have grown to \$68.3 billion, our work force has grown to approximately 1,310 employees and our independent agent base has grown to approximately 29,000 agents. We intend to continue to grow both domestically and internationally by recruiting new independent agents, increasing the productivity of our existing agents, expanding our insurance distribution network, making strategic acquisitions, developing new products, expanding into new product lines and continuing to develop new incentives for our sales agents. We believe that we have the right people, infrastructure and scale to position us for continued growth. Future growth will impose significant added responsibilities on our management, including the need to identify, recruit, maintain and integrate additional employees, including management. There can be no assurance that our systems, procedures and controls will be adequate to support our operations as they expand. In addition, due to our rapid growth and resulting increased size, it may be necessary to expand the scope of our investing activities to asset classes in which we historically have not invested or have not had significant exposure. If we are unable to adequately manage our investments in these classes, our financial condition and results of operations in the future could be less favorable than in the past. Further, we have utilized reinsurance to support our growth and the future availability of such reinsurance is uncertain. Our failure to manage growth effectively, or our inability to recruit, maintain and integrate additional qualified employees and independent agents, could have a material adverse effect on our business, financial condition and results of operations. These risks are exacerbated by our international expansion. In addition, due to our rapid growth, our historical growth rates are not likely to accurately reflect our future growth rates or our growth potential. We cannot assure you that our future revenues will increase or that we will continue to be profitable.

If our risk management policies and procedures, which include the use of derivatives and reinsurance, are not adequate to protect us, we may be exposed to unidentified, unanticipated or inadequately managed risks.

We place a high priority on risk management and risk control. We have developed risk management policies and procedures, including hedging programs and risk management programs that utilize derivatives and reinsurance, and expect to continually refine and enhance these techniques, strategies and assessment methods. Nonetheless, our policies and procedures to identify, monitor and manage risks may not be fully effective, particularly during extremely turbulent market conditions. Many of our methods of managing risk and exposures are based upon observed historical market behavior or statistics based on historical data. These methods are also based upon certain assumptions and estimates made by management. As a result, these methods may not accurately anticipate future market outcomes or policyholder behavior, which could result in volatility that is significantly greater than historical measures indicate. See also “—Our business, financial condition, liquidity, results of operations and cash flows depend on the accuracy of our management’s assumptions and estimates, and we could face significant losses if these assumptions and estimates differ significantly from actual results.” Other risk management methods depend on the evaluation of information regarding markets, customers or other matters that are publicly available or otherwise accessible to management. This information may not always be accurate, complete, up-to-date or properly evaluated. Management of operational, legal and regulatory risks requires, among other things, policies and procedures to record and verify large numbers of transactions and events. These policies and procedures may not be fully effective to manage or mitigate our risks which may have a material and adverse effect on our business, financial condition, liquidity, results of operations, cash flows and prospects.

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We operate in a highly competitive industry that includes a number of competitors, many of which are larger and more well-known than we are, which could limit our ability to achieve our growth strategies and could materially and adversely affect our business, financial condition, results of operations, cash flows and prospects.

We operate in highly competitive markets and compete with large and small industry participants. These companies compete for an increasing pool of retirement assets, driven primarily by aging of the U.S. population and the reduction in, and concerns about the viability of, financial safety nets historically provided by governments and employers. In each of our subsidiaries' businesses we face intense competition, including from U.S. and non-U.S. insurance and reinsurance companies, broker-dealers, financial advisors, asset managers and diversified financial institutions, both for customers for our subsidiaries' products and in the acquisition and block reinsurance markets. See "—Our growth strategy includes acquiring business through acquisitions of other insurance companies and reinsurance of insurance obligations written by unaffiliated insurance companies, and our ability to consummate these acquisitions on economically advantageous terms acceptable to us in the future is unknown." We compete based on a number of factors including perceived financial strength, credit ratings, brand recognition, reputation, quality of service, performance of our products, product features, scope of distribution and price. A decline in our competitive position as to one or more of these factors could adversely affect our profitability. In addition, we may in the future sacrifice our competitive or market position in order to improve our short-term profitability, particularly in the highly competitive retail markets, which may adversely affect our long-term growth and results of operations. Alternatively, we may sacrifice short-term profitability to maintain market share and longer term growth.

In recent years, there has been substantial consolidation among companies in the financial services industry due to economic turmoil resulting in increased competition from large, efficient, well-capitalized financial services firms. Many of our competitors are large and well-established and some have greater market share or breadth of distribution, offer a broader range of products, services or features, assume a greater level of risk while maintaining financial strength ratings or have higher financial strength, claims-paying or credit ratings than we do. Our competitors may also have lower operating costs or return on capital requirements than us which may allow them to price products, reinsurance arrangements or acquisitions more competitively. The competitive pressures arising from consolidation could result in increased pressure on the pricing of certain of our products and services, and could harm our ability to maintain or increase profitability. In addition, if our financial strength and credit ratings remain lower than the ratings of certain of our competitors, we may experience increased surrenders and/or an inability to reach sales targets, which may have a material and adverse effect on our growth, business, financial condition, results of operations, cash flows and prospects.

A significant portion of our retail annuities are sold through a proprietary distribution network.

We distribute annuity products through independent producers affiliated with certain IMOs. A significant portion of our retail annuity production results from sales of product in our BalancedChoice Annuity ("BCA") product series, which contains certain product features that are licensed from a third-party actuarial firm. Only IMOs which are affiliated with the Annexus Group are permitted to distribute the BCA product series. If we experienced a disruption in our relationship with the Annexus Group, it could have an adverse effect for a period of time on our annuity sales of the BCA product series.

We are subject to general economic conditions, including prevailing interest rates, levels of unemployment and financial and equity and credit market performance, which may affect, among other things, our ability to sell our products, the fair value of our investments and whether such investments become impaired and the surrender rate and profitability of our policies.

Our business and results of operations are materially affected by conditions in the global capital markets and the economy generally. A general economic slowdown could adversely affect us in the form of changes in consumer behavior and decreases in the returns on and value of our investment portfolio. Concerns over the slow

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economic recovery, the level of U.S. national debt, currency fluctuations and volatility, the stability of the EU and the potential exit of the United Kingdom (“Brexit”) and of certain other EU members, the rate of growth of China and other Asian economies, unemployment, the availability and cost of credit, the U.S. housing market, inflation levels, negative interest rates, energy costs and geopolitical issues have contributed to increased volatility and diminished expectations for the economy and the markets. Declining economic growth rates globally and resultant diverging paths of monetary policy could increase volatility in the credit markets, potentially impacting the availability and cost of credit.

Factors such as equity prices, equity market volatility, interest rates, counterparty risks, availability of credit, inflation rates, economic uncertainty, changes in laws or regulations (including laws relating to the financial markets generally or the taxation or regulation of the insurance industry), trade barriers, commodity prices, currency exchange rates and controls and national and international political circumstances (including governmental instability, wars, terrorist acts or security operations) can have a material impact on the value of our investment portfolio and our subsidiaries’ ability to sell their products. Equity market volatility can negatively affect our revenues and profitability in various ways, particularly as a result of guaranteed minimum withdrawal or surrender benefits in our products. The estimated cost of providing guaranteed minimum withdrawal benefits incorporates various assumptions about the overall performance of equity markets over certain time periods. Periods of significant and sustained downturns in equity markets, increased equity volatility or reduced interest rates could result in an increase in the valuation of the future policy benefit or policyholder account balance liabilities associated with such products, resulting in a reduction in our revenues and net income. The rate of amortization of DAC and VOBA costs relating to FIA products and the cost of providing guaranteed minimum withdrawal or surrender benefits could also increase if equity market performance is worse than assumed, which could have a material and adverse effect on our growth, business, financial condition, results of operations and cash flows.

Additionally, the possibility of volatility in the capital markets spreading through a highly integrated and interdependent banking system remains. These factors, combined with reduced business and consumer confidence, have negatively impacted U.S. economic growth. The Board of Governors of the Federal Reserve System (the “Federal Reserve”) has scaled back programs that have in recent years fostered a historically low interest rate environment, which could generate volatility in debt and equity markets including increases in interest rates and associated declining values on fixed income investments. As the Federal Reserve moves towards normalizing monetary policy and moving short-term interest rates off of their lower levels, the central bank may adversely affect prospects for continued economic recovery with little room for incremental monetary accommodation. Furthermore, long-term structural concerns remain with regard to the Eurozone’s move towards a closer currency, fiscal, economic and monetary union, particularly in the wake of the United Kingdom’s vote to exit the EU. In addition, significant risks persist regarding the sovereign debt of Greece, as well as certain other countries, which in some cases have required countries to obtain emergency financing. While economic policy measures and commitments have stabilized the Euro’s volatility, the EU’s fiscal outlook remains negative, and further substantial decline in the value of the Euro could expose us to significantly greater foreign currency exposure than we estimate at this time. The financial turmoil in Europe, including the recent downgrades of the sovereign rating of the United Kingdom and uncertainty resulting from Brexit, continues to be a long-term threat to global capital markets and remains a challenge to global financial stability. If these or other countries require additional financial support or if sovereign credit ratings decline further, yields on the sovereign debt of certain countries may increase, the cost of borrowing may increase and the availability of credit may become more limited. Our results of operations and investment portfolio are exposed to these risks and may be adversely affected as a result. In addition, in the event of extreme prolonged market events, such as the recent global credit crisis, we could incur significant losses.

Our investments are subject to market and credit risks that could diminish their value and these risks could be greater during periods of extreme volatility or disruption in the financial and credit markets, which could adversely impact our business, financial condition, liquidity and results of operations.

Our investments and derivative financial instruments are subject to risks of credit defaults and changes in market values. Periods of extreme volatility or disruption in the financial and credit markets could increase these

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risks. Underlying factors relating to volatility affecting the financial and credit markets could lead to other than temporary impairment of assets in our investment portfolio. We are also subject to the risk that cash flows resulting from payments on assets that serve as collateral underlying the structured products we own may differ from our expectations in timing or size. In addition, many of our classes of investments, but in particular our alternative investments, may produce investment income that fluctuates from period to period and is more variable than may be the case with other asset classes, such as corporate bonds. Any event reducing the estimated fair value of these securities, other than on a temporary basis, could have a material and adverse effect on our business, results of operations, financial condition and cash flows. If our investment manager, AAM, or our German subsidiaries' investment adviser, AAME, fails to react appropriately to difficult market, economic and geopolitical conditions, our investment portfolio could incur material losses. Some of our investments are more vulnerable to these risks than others, as described more fully below.

Approximately 79% of our total invested assets as of June 30, 2016 were invested in fixed maturity securities, equity securities and short-term investments, including our investments in investment grade and high-yield corporate bonds and structured products, which include RMBS and collateralized loan obligations ("CLOs"). As of June 30, 2016, approximately 46% of our total invested assets were invested in non-structured investment grade bonds, approximately 3% in high-yield non-structured securities and approximately 5% in structured securities (other than commercial mortgage-backed securities ("CMBS"), RMBS and CLOs). Issuers or guarantors of such fixed income securities may default on principal or interest payments they owe us, or the underlying collateral may default on such payments, causing an adverse change in cash flows. An economic downturn affecting the issuers or underlying collateral of these securities, a ratings downgrade affecting the issuers or guarantors of such securities, or similar trends and issues could cause the estimated fair value of our fixed income securities portfolio and our earnings to decline and the default rates of the fixed income securities in our portfolio to increase.

As of June 30, 2016, approximately 8% of our total invested assets were invested in senior and mezzanine tranches issued by CLOs and 0.5% was invested in equity tranches issued by CLOs. As of June 30, 2016, 92% of our investments in CLOs were managed by Apollo and its affiliates other than AAM. See "—Risks Relating to this Offering and an Investment in Our Class A Common Shares—The interest of the Apollo Group, which controls and is expected to continue to control 45% of the total voting power of AHL and holds a number of the seats on our board of directors, may conflict with those of other shareholders and could make it more difficult for you and other shareholders to influence significant corporate decisions." CLOs are a form of securitization where payments from multiple large business loans, generally below investment grade, are pooled together and sold to different classes of owners in various tranches. Senior tranches of CLOs have some protection from credit losses by more junior tranches while junior tranches often have higher yields than those of the collateral loans and receive higher coupons to compensate for higher risk. CLOs thus provide investment opportunities with varying risk/return profiles and diversified exposure to multiple borrowers. Control over the CLOs in which we invest is exercised through collateral managers, who may take actions that could adversely affect our interests, and we may not have the right to direct collateral management. There may also be less information available to us regarding the underlying debt instruments held by CLOs than if we had invested directly in the debt of the underlying companies. Additionally, as subordinated interests, the estimated fair values of CLOs tend to be much more sensitive to adverse economic downturns and underlying borrower defaults than those of more senior securities. For example, as the secondary market pricing of the loans underlying CLOs deteriorated during the fourth quarter of 2008, it is our understanding that many investors were forced to raise cash by selling their interests in performing loans which resulted in a forced deleveraging cycle of price declines, compulsory sales and further price declines. While loan prices have recovered from the low levels experienced during the financial crisis, conditions in the large corporate leveraged loan market may deteriorate again, which may cause pricing levels to decline. Furthermore, our investments in CLOs are also subject to liquidity risk as there is a limited market for CLOs. Accordingly, we may suffer unrealized depreciation and could incur realized losses in connection with the sale of our CLO interests, which could have a material adverse effect on our business, financial condition and results of operations.

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Through our investment in AAA Investments (Co-Invest VI), L.P. (“Co-Invest VI”), which we received as part of a pool of assets in a contribution of capital in 2012, we are exposed to the risks associated with its assets, including the risk associated with an investment in the equity of Caesars Entertainment Corporation (“CEC”), which is currently undergoing a restructuring under the supervision of a bankruptcy court. See “Certain Relationships and Related Party Transactions—Relationships and Related Party Transactions with Apollo or its Affiliates—AAA Transaction.” This investment is unlikely to be liquid in the future and will be difficult to sell or transfer, which could limit Co-Invest VI’s ability to mitigate its exposure to these risks. As of June 30, 2016, our total indirect investment in CEC’s equity was approximately \$24 million. In addition to our indirect investment in CEC’s equity, as of June 30, 2016, we also held an indirect investment in the equity of Caesars Acquisition Company in the amount of approximately \$38 million. Our investment in Caesars Acquisition Company is subject to certain of the same risks as our investment in CEC.

We have a risk management framework in place to identify, assess and prioritize risks, including the market and credit risks to which our investments are subject. As part of that framework, we test our investment portfolio based on various market scenarios. Under certain stressed market scenarios, unrealized losses on our investment portfolio could lead to material reductions in its carrying value. Under some extreme scenarios, total AHL shareholders’ equity could be negative for the period of time prior to any potential market recovery. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures About Market Risks.”

A decline in fair value below the amortized cost of a security requires management to assess whether an OTTI has occurred. The decision on whether to record an OTTI is determined in part by our assessment of the financial condition and prospects of a particular issuer, projections of future cash flows and recoverability of the particular security as well as management’s assertion of whether it is more likely than not that we will sell the particular security before recovery.

Our investments linked to real estate are subject to credit, market and servicing risk, which could diminish the value that we obtain from such investments.

As of June 30, 2016, approximately 16% of our total invested assets were invested in fixed maturity and equity securities linked to real estate, such as CMBS and RMBS. Additionally, as of June 30, 2016, approximately 9% of our total invested assets were invested in commercial mortgage loans (“CMLs”) and RMLs and approximately 1% of our total invested assets were invested in real estate held for investment. In total, as of June 30, 2016, approximately 26% of our total invested assets were invested in assets linked to real estate. Defaults by third parties in the payment or performance of their obligations underlying these assets could reduce our investment income and realized investment gains or result in the recognition of investment losses. For example, the value of our real estate-related assets depends in part on the financial condition of the borrowers, the value of the real properties underlying the mortgages and, for commercial properties, the financial condition of the tenants of the properties underlying those mortgages, as well as general and specific economic trends affecting the overall default rate. An unexpectedly high rate of default on mortgages held by a CMBS or RMBS may limit substantially the ability of the issuer of such security to make payments to holders of such securities, reducing the value of those securities or rendering them worthless. The risk of such defaults is generally higher in the case of mortgage securitizations that include “sub-prime” or “alt-A” mortgages. As of June 30, 2016, approximately 26% of our holdings in assets linked to real estate were invested in such “sub-prime” mortgages and “alt-A” mortgages. Changes in laws and other regulatory developments relating to mortgage loans may impact the investments of our portfolio linked to real estate in the future. Additionally, cash flow variability arising from an unexpected acceleration in mortgage prepayment behavior can be significant, and could cause a decline in the estimated fair value of certain “interest only” securities or loans.

The CMLs we hold, and CMLs underlying the CMBS that we hold, face both default and delinquency risk. For CMLs that we hold directly, we establish loan specific estimated impairments at each balance sheet date based on the excess carrying value of a loan over the present value of expected future cash flows discounted at

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the loan's original effective interest rate, the estimated fair value of the loan's collateral if the loan is in the process of foreclosure or otherwise collateral dependent, or the loan's observable market price. We also establish valuation allowances for loan losses when it is probable that a credit event has occurred and the amount of loss can be reasonably estimated. As of June 30, 2016, our CML investments comprised 9% of our total invested assets, of which 0.5% were in the process of foreclosure. Legislative proposals that would allow or require modifications to the terms of CMLs, an increase in the delinquency or default rate of our CML portfolio or geographic or sector concentration within our CML portfolio could materially and adversely impact our financial condition and results of operations.

Our investments in RMLs and RMBS also involve credit risks. Higher than expected rates of default or loss severities on our RML investments and the assets underlying our RMBS investments may adversely affect the value of such assets. A significant number of the mortgages underlying our RML and RMBS investments are concentrated in certain geographic areas. Certain markets within those areas experienced significant decreases in home values during the financial crisis of 2007-2008 and the years thereafter. Any event that adversely affects the economic or real estate market in any of these areas could have a disproportionately adverse effect on our RML and RMBS investments. While we actively monitor our exposure to these and other risks inherent in this strategy, we cannot assure you that our hedging and risk management strategies will be effective; any failure to manage these risks effectively could materially and adversely affect our results of operations and financial condition. A rise in home prices, the concern over further introduction of or changes to government policies aimed at altering prepayment behavior, and an increased availability of housing-related credit could combine to increase expected or actual prepayment speeds, which would likely lower the valuations of RMLs and the valuations of RMBS that are structured as interest only securities and inverse interest only securities. In general, any material decline in the economy or significant problems in a particular real estate market would likely cause a decline in the value of residential properties securing the mortgages in that market, thereby increasing the risk of delinquency, default and foreclosure. This could, in turn, have a material adverse effect on our credit loss experience in the affected market.

Control over the underlying assets in all of our real estate-related investments is exercised through a servicer that we do not control. If a servicer is not vigilant in seeing that borrowers make their required periodic payments, borrowers may be less likely to make these payments, resulting in a higher frequency of default. If a servicer takes longer to liquidate non-performing mortgages, our losses related to those loans may be higher than originally anticipated. Any failure by a servicer to service mortgages in which we are invested or which underlie a RMBS in which we are invested could negatively impact the value of our investments in the related RMLs or RMBS.

Our German Group Companies and the Luxembourg investment fund managed by our Luxembourg subsidiary in which we have invested are significantly (directly or indirectly) invested in real estate in Germany and rely to a large extent on earnings from rentals and mortgage loan financing. Rents, real estate prices and default risk of mortgage loans largely depend on economic and business conditions in Germany. Declining economic conditions could cause us to be unable to re-let our real estate on the current terms, encounter difficulties in divesting parts of the real estate and lead to an increased number of mortgage loan defaults. This could impair the performance of our German Group Companies and the Luxembourg investment fund managed by our Luxembourg subsidiary in which we have invested (including the investments of the Luxembourg investment fund, in particular Elementae S.A., a holding company in which our Luxembourg subsidiary is the sole shareholder) and have material adverse effects on our business, financial condition, results of operations and cash flows.

In addition to the credit and market risk that we face in relation to all of our real estate-related investments, certain of these investments may expose us to various environmental, regulatory and other risks. For example, our investment in RMLs could result in claims being assessed against us as a mortgage holder or property owner, including assignee liability, responsibility for tax payments, environmental hazards and other liabilities, including liabilities under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"). We may continue to be liable under such claims after foreclosing on a property securing a

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mortgage loan held by us. Additionally, we may be subject to regulation by the Consumer Financial Protection Bureau (“CFPB”) as a mortgage holder or property owner. We are currently unable to predict the impact of such regulation on our business. Any adverse environmental claim or regulatory action against us resulting from our investment in RMLs could adversely impact our reputation, business and results of operations.

Many of our invested assets are relatively illiquid and we may fail to realize profits from these assets for a considerable period of time, or lose some or all of the principal amount we invest in these assets if we are required to sell our invested assets at a loss at inopportune times to cover policyholder withdrawals or to meet our insurance, reinsurance or other obligations.

We offer certain products that allow policyholders to withdraw their funds under defined circumstances. In order to meet such obligations, we seek to manage our liabilities and configure our investment portfolios to provide and maintain sufficient liquidity to support expected withdrawal demands and contract benefits and maturities. However, in order to provide necessary long-term returns and to achieve our strategic goals, a certain portion of our assets are relatively illiquid. Many of our investments are in securities that are not publicly traded or that otherwise lack liquidity, such as our privately placed fixed maturity securities, below investment grade securities, investments in mortgage loans and alternative investments.

We record our relatively illiquid types of investments at fair value. If we were forced to sell certain of our assets, there can be no assurance that we would be able to sell them for the prices at which we have recorded them and we might be forced to sell them at significantly lower prices. In many cases, we may be prohibited by contract or applicable securities laws from selling such securities for a period of time. When we hold a security or position, it is vulnerable to price and value fluctuations and may experience losses if we are unable to timely sell, hedge or transfer the position. Thus, it may be impossible or costly for us to liquidate positions rapidly in order to meet unexpected withdrawal or recapture obligations. This potential mismatch between the liquidity of our assets and liabilities could have a material and adverse effect on our business, financial condition, results of operations and cash flows.

Our investment portfolio may be subject to concentration risk, particularly with regards to our investments in MidCap, AmeriHome and real estate.

Concentration risk arises from exposure to significant asset defaults of a single issuer, industry or class of securities, based on economic conditions, geography or as a result of adverse regulatory or court decisions. When an investor’s assets are concentrated and that particular asset or class of assets experiences significant defaults, the default of such assets could threaten the investor’s financial condition. Our most significant potential exposure to concentration risk are our investments in MidCap, a provider of revolving and term debt facilities to middle market companies in North America and Europe, and in A-A Mortgage and its indirect investment in AmeriHome, a mortgage lender and mortgage servicer. As of June 30, 2016, our exposure to, including amounts loaned to, MidCap totaled \$727 million, which represented approximately 1.0% of our total invested assets and 11.3% of total AHL shareholders’ equity. As of June 30, 2016, our exposure to A-A Mortgage totaled \$347 million, which represented less than 1% of our total invested assets and 5.4% of total AHL shareholders’ equity. To the extent that we suffer a significant loss on our investment in MidCap or A-A Mortgage, our financial condition and results of operations could be adversely affected.

As of June 30, 2016, approximately 26% of our total invested assets were invested in real estate-related assets. Any significant decline in the value of real estate generally or the occurrence of any of the risks described above with respect to our real estate related-investments could materially and adversely affect our financial condition and results of operations. See “—Our investments linked to real estate are subject to credit, market and servicing risk, which could diminish the value that we obtain from such investments.”

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Our investment portfolio may include investments in securities of issuers based outside the United States, including emerging markets, which may be riskier than securities of U.S. issuers.

We may invest in securities of issuers organized or based outside the United States that may involve heightened risks in comparison to the risks of investing in U.S. securities, including unfavorable changes in currency rates and exchange control regulations, reduced and less reliable information about issuers and markets, less stringent accounting standards, illiquidity of securities and markets, higher brokerage commissions, transfer taxes and custody fees, local economic or political instability and greater market risk in general. In particular, investing in securities of issuers located in emerging market countries involves additional risks, such as exposure to economic structures that are generally less diverse and mature than, and to political systems that can be expected to have less stability than, those of developed countries, national policies that restrict investment by foreigners in certain issuers or industries of that country, the absence of legal structures governing foreign investment and private property and an increased risk of foreclosure on collateral located in such countries, a lack of liquidity due to the small size of markets for securities of issuers located in emerging markets and price volatility. The recent vote by the United Kingdom to exit the EU has created significant volatility in the global financial markets. The effect of Brexit on our investment portfolios at this time is uncertain and this uncertainty will likely continue as negotiations commence to determine the future terms of the United Kingdom's relationship with the EU. Brexit is likely to continue to adversely affect European and worldwide economic conditions and could contribute to greater instability in the global financial markets before and after the terms of the United Kingdom's future relationship with the EU are settled.

As of June 30, 2016, 31% of the carrying value of our AFS fixed maturity securities, including related parties, was comprised of securities of issuers based outside of the United States and debt securities of foreign governments. Of those, 7% of our AFS fixed maturity securities, including related parties, were invested in securities of non-U.S. issuers by our German Group Companies, 7% were invested in CLOs of Cayman Islands issuers (where underlying assets are largely loans to U.S. issuers) and 17% were invested in other non-U.S. issuers. While we invest in securities of non-U.S. issuers, the currency denominations of such securities usually match the currency denominations of the liabilities that the assets support. When the currency denominations of the assets and liabilities do not match, we generally undertake hedging activities to eliminate or mitigate currency mismatch risk.

We previously identified material weaknesses in our internal control over financial reporting. If we fail to maintain effective internal control over financial reporting, we may not be able to accurately report our consolidated financial results.

As part of our financial integration of Aviva USA, we identified material weaknesses in our internal control over financial reporting as of and for the years ended December 31, 2014 and 2013. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. If we fail to maintain effective internal control over financial reporting, we may not be able to accurately report our consolidated financial results.

During the process of preparing and completing our consolidated financial statements for the year ended December 31, 2013, we determined that we did not have sufficient internal control over financial reporting related to: (1) actuarial balances of the blocks of business acquired from Aviva USA and (2) the preparation and accuracy of income tax balances, each of which constitutes a material weakness. We are not currently required to evaluate our internal control over financial reporting in the same manner that is currently required of certain public companies, nor have we performed such an evaluation. Such evaluation would include documentation of internal control activities and procedures over financial reporting, assessment of design effectiveness of such controls and testing of operating effectiveness of such controls, which could result in the identification of additional material weaknesses in our internal control over financial reporting.

Any failure to maintain adequate internal control over financial reporting or to implement required, new or improved internal controls, or difficulties encountered in their implementation, could cause us to report

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additional material weaknesses in our internal control over financial reporting, which may result in our inability to accurately report our consolidated financial results. Any such failure could have a material and adverse effect on our consolidated financial results and the value of our common shares.

Internal Control Over Actuarial Balances of the Blocks of Business Acquired from Aviva USA

As a private company, we have grown rapidly through acquisitions, including the acquisition of Aviva USA, which resulted in growing to approximately four times our size immediately prior to the acquisition (as measured by total assets). Immediately prior to our acquisition, Aviva USA identified a deficiency in its internal control over financial reporting for actuarial balances. With respect to actuarial balances of this type, the accounting practices under International Financial Reporting Standards (“IFRS”) and GAAP are substantially similar. Similar issues arose in the preparation of our GAAP consolidated financial statements for the year ended December 31, 2013, and we concluded that a material weakness existed in our internal control over financial reporting for actuarial balances related to the acquisition of Aviva USA. In particular, we determined we did not have sufficient internal controls in place to control the completeness and accuracy of data used in calculating the material actuarial reserves acquired from Aviva USA and monitor the accuracy of complex actuarial models. This material weakness resulted in adjustments to interest-sensitive contract liabilities, VOBA and DAC on our consolidated balance sheets.

To address this material weakness, we designed and implemented controls to review the data inputs, models, reserve systems, valuations and other processes related to material reserves acquired from Aviva USA. Finally, we designed and implemented review controls over actuarial model changes in the actuarial units across our company. Management believes that this deficiency no longer constitutes a material weakness as of December 31, 2015, and currently assesses it as a significant deficiency.

Internal Control Over Income Tax Balances

As a private company which, prior to 2011, did not have any material operations subject to U.S. income tax, we have substantially relied on the tax staff, systems and processes of the U.S. companies we have acquired to prepare our U.S. income tax returns and to provide for the impact of U.S. income tax in our financial reporting. The acquisition of Aviva USA significantly increased the complexity of our U.S. income tax position and the associated accounting. This complexity arises not only from the significantly greater size and scope of Aviva USA’s historical operations relative to our historical operations, but also from the complexity of the accounting necessary to report the income tax consequences of our near simultaneous purchase of Aviva USA, the sale of Aviva USA’s life operations to certain U.S. insurance subsidiaries of Global Atlantic, the reinsurance of a significant part of Aviva USA’s annuity business to ALRe and several other related transactions.

As we prepared our consolidated financial statements for the year ended December 31, 2013, we identified a lack of internal control over the preparation and accuracy of income tax balances. Delays in the timely preparation of our income tax basis for the opening balance sheet for the acquisition of Aviva USA, delays in the creation of income tax accounting entries and supporting schedules and documentation, limitations in the systems that support our income tax accounting records, deficiencies in the documentation of supporting tax workpapers and deficiencies in the number of and in the training of our tax staff all contributed to our conclusion that this constitutes a material weakness in our internal control over financial reporting.

To address this material weakness, we have taken several actions, including adding expertise and resources to our tax staff, including a global senior head of tax with significant experience, and enhancing our capabilities and processes to support financial reporting for income taxes. Additionally, we have designed controls to support the comprehensive review over our income tax processes, which include providing supporting documentation and analyses of our income tax accounting positions in a timely manner and managing the response to complex accounting for the income tax consequences of insurance acquisitions to prevent or detect misstatements in the

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determination of the income tax consequences of future acquisitions. Management believes that this deficiency no longer constitutes a material weakness as of December 31, 2015, and currently assesses it as a significant deficiency.

Our growth strategy includes acquiring business through acquisitions of other insurance companies and reinsurance of insurance obligations written by unaffiliated insurance companies, and our ability to consummate these acquisitions on economically advantageous terms acceptable to us in the future is unknown.

We have grown and intend to grow our business in the future in part by acquisitions of other insurance companies and businesses, including through reinsurance, which could require additional capital, systems development and skilled personnel. We may experience challenges identifying, financing, consummating and integrating such acquisitions. While we have reviewed various acquisition opportunities and have successfully completed acquisitions in the past to facilitate our growth, competition exists in the market for profitable blocks of insurance and businesses. Such competition is likely to intensify as insurance businesses become more attractive acquisition targets. It is also possible that merger and acquisition transactions will become less frequent, which could also make it more difficult for us to implement our growth strategy as we have done in the past. Thus, in the future, we may not be able to find suitable acquisition opportunities that are available at attractive valuations, if at all. Even if we do find suitable acquisition opportunities, we may not be able to consummate the acquisitions on commercially acceptable terms. In addition, to the extent we determine to finance an acquisition, suitable financing arrangements may not be available on acceptable terms, on a timely basis, or at all. Our acquisition activities may also divert the attention of our management from our business, which may have an adverse effect on our business and results of operations.

Occasionally we may acquire or seek to acquire an insurance company or business that writes traditional life insurance business or other businesses that are not core to our business. In the past, except in limited circumstances, we have arranged for the sale or transfer, through reinsurance or otherwise, of such business prior to or following our acquisitions to the extent that we did not want to retain these non-core businesses. As we grow, the ability of our management to transfer or source sufficient reasonably priced reinsurance for traditional life insurance or other non-core businesses that we may acquire and want to dispose of may be limited. As we acquire new businesses and write a larger volume of business, it may be difficult to find buyers or reinsurers willing to assume increased risk, and added reinsurance may increase the associated costs. Ultimately, we may not be able to find buyers or source adequate reinsurance at all. In the event that we were unable to find buyers or purchase adequate reinsurance, we would have to accept an increase in our net risk exposures, revise our pricing to reflect higher reinsurance premiums, or otherwise modify our acquisitions and product offerings, each of which could have an adverse effect on our business, financial condition, results of operations and cash flows.

We may not be able to successfully integrate future acquisitions and such acquisitions may result in greater risks to us, our business, financial condition, results of operations, cash flows and prospects.

Any failure to manage our growth and integrate our future acquisitions successfully may adversely affect us. Additionally, our ability to incorporate effectively the components of any businesses we may in the future acquire into our previously existing framework is unknown.

Potential difficulties that we may encounter in integrating new acquisitions include, but are not limited to:

- our failure to successfully execute plans to reinvest investments acquired in such acquisitions into higher yielding assets at acceptable levels of credit and other risks;
- the risks relating to integrating accounting and financial systems and accounting policies and the related risk of having to restate our historical financial statements;

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- the challenge of integrating complex systems, operating procedures, regulatory compliance programs, technology, pricing structures, networks and other assets and strategies in a manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;
- the challenge of integrating workforces;
- potential unknown liabilities that are significantly larger than we anticipate at the time of acquisition, and unforeseen increased expenses or delays associated with acquisitions, including costs in excess of the cash transition costs that we estimate at the outset of a transaction;
- conditions that we must comply with in order to obtain regulatory approvals for such acquisitions;
- the diversion of the attention of our management and other key employees;
- the potential loss of key employees or business at the target company;
- the inability to successfully combine our businesses in a manner that permits us to achieve the synergies and other benefits anticipated to result from future acquisitions;
- the challenge of forming and maintaining a cohesive management team;
- the risks of incurring significant goodwill and/or VOBA impairment charges in the future;
- the risk that the target will incur dramatic and significant lapses, withdrawals or sales declines shortly after signing or closing of an acquisition;
- our inability to secure hedges on adverse changes on interest rates, currencies and spreads on assets in the target company's investment portfolio on commercially reasonable terms or at all, or that such hedges perform poorly and do not properly hedge these risks;
- potential ratings downgrades of us or of the acquired entity;
- increased regulatory scrutiny as a result of our entry into new markets or our increase in size or market share; and
- branding or rebranding initiatives that involve substantial costs and may not be favorably received by customers of the target.

The failure to appropriately mitigate these difficulties and manage our growth effectively could have a material adverse effect on our business, financial condition, results of operations, cash flows and prospects.

If we are unable to attract and retain IMOs and agents, sales of our products may be adversely affected.

We distribute our annuity products through a variable cost distribution network which currently includes approximately 60 IMOs and approximately 29,000 independent agents. Insurance companies compete vigorously for productive and profitable agents. We must attract and retain such marketers and agents to sell our products. We compete with other life insurance companies for marketers and agents primarily on the basis of our financial position, support services, compensation and product features. Such marketers and agents may promote products offered by other life insurance companies that may offer a larger variety of products than we do. Our competitiveness for such marketers and agents also depends upon the long-term relationships we develop with them. There can be no assurance that such relationships will continue in the future. In addition, as a result of our ratings upgrades in 2015, our growth plans include distributing annuity products through small and mid-size banks and regional broker-dealers. If we are unable to attract and retain sufficient marketers and agents to sell our products or we are not successful in expanding our distribution channels through the bank and broker-dealer markets, our ability to compete and our revenues and resulting financial condition and results of operations could be adversely affected.

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Repurchase agreement programs subject us to potential liquidity and other risks.

We may engage in repurchase agreement transactions whereby we sell fixed income securities to third parties, primarily major brokerage firms or commercial banks, with a concurrent agreement to repurchase such securities at a determined future date. These repurchase agreements provide us with liquidity and in certain instances also allow us to earn spread income. Under such agreements we may be required to deliver additional securities or cash as margin to the counterparty if the value of the securities sold decreases prior to the repurchase date. The cash proceeds received by us under such repurchase agreements are typically invested in fixed income securities and may not be available to be returned prior to the scheduled repurchase date, and it is possible that we will enter into other repurchase transactions and use cash proceeds from such transactions to pay the repurchase prices on maturing repurchase transactions. Repurchase agreements, however, are generally not committed arrangements, and market and other conditions on the repurchase date or at other times may limit our ability to enter into new repurchase transactions or to enter into transactions on favorable terms. To the extent that we are not able to enter into new transactions or to enter into sufficient new transactions, we may need to find other sources to pay the repurchase prices under these transactions, which may or may not be available to us. Additionally, during difficult market situations, we may not be able to access funds under such repurchase agreements, which may require us to sell securities on unfavorable terms in order to ensure short-term liquidity.

In some cases, the maturity of the securities purchased by us with the cash proceeds received in the repurchase transaction may exceed the term of the related transaction and/or the market value of securities sold in such repurchase transactions may fall below stipulated margin requirements in the applicable repurchase agreement. If we are required to return significant amounts of cash collateral or post cash or securities as margin on short notice and we are forced to sell securities to meet such obligations, we may have difficulty doing so in a timely manner, may be forced to sell securities in a volatile or illiquid market for less than they otherwise would have been able to realize under normal market conditions, or both. In addition, under adverse capital market and economic conditions, liquidity may broadly deteriorate, which would further restrict our ability to sell securities.

A financial strength rating downgrade, potential downgrade or any other negative action by a rating agency could make our product offerings less attractive, inhibit our ability to acquire future business through acquisitions or reinsurance and increase our cost of capital, which could have a material adverse effect on our business.

Various NRSROs review the financial performance and condition of insurers and reinsurers, including our subsidiaries, and publish their financial strength ratings as indicators of an insurer's ability to meet policyholder obligations. These ratings are important to maintaining public confidence in our insurance subsidiaries' products, our insurance subsidiaries' ability to market their products and our competitive position. Factors that could negatively influence this analysis include:

- changes to our business practices or organizational business plan in a manner that no longer supports our ratings;
- unfavorable financial or market trends;
- a need to increase reserves to support our outstanding insurance obligations;
- our inability to retain our senior management and other key personnel;
- rapid or excessive growth, especially through large reinsurance or acquisitions, beyond the bounds of capital sufficiency or management capabilities as judged by the NRSROs;
- significant losses to our investment portfolio; and
- changes in NRSROs' capital adequacy assessment methodologies in a manner that would adversely affect the financial strength ratings of our insurance subsidiaries.

Some other factors may also relate to circumstances outside of our control, such as views of the NRSRO and general economic conditions. Any downgrade or other negative action by a NRSRO with respect to the financial

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strength ratings of our insurance subsidiaries, or an entity we acquire, or our credit ratings, could materially adversely affect us and our ability to compete in many ways, including the following:

- reducing new sales of insurance products;
- harming relationships with or perceptions of distributors, IMOs and sales agents;
- increasing the number or amount of policy lapses or surrenders and withdrawals of funds, which may result in a mismatch of our overall asset and liability position;
- requiring us to offer higher crediting rates or greater policyholder guarantees on our insurance products in order to remain competitive;
- increase our borrowing costs;
- reducing our level of profitability and capital position generally or hindering our ability to raise new capital; or
- requiring us to collateralize obligations under or result in early or unplanned termination of hedging agreements and harming our ability to enter into new hedging agreements.

In order to improve or maintain their financial strength ratings, our subsidiaries may attempt to implement business strategies to improve their capital ratios. We cannot guarantee any such measures will be successful. We cannot predict what actions NRSROs may take in the future, and failure to improve or maintain current financial strength ratings could materially and adversely affect our business, financial condition, results of operations and cash flows.

We are subject to significant operating and financial restrictions imposed by our credit agreement.

The Credit Agreement dated as of January 22, 2016 by and among AHL, ALRe and Athene USA, as borrowers, each lender from time to time party thereto and Citibank, N.A., as administrative agent (the "AHL Credit Agreement") contains various restrictive covenants which limit, among other things, AHL's, ALRe's and Athene USA's ability, and in certain instances, some or all of their subsidiaries' ability, to:

- incur additional indebtedness, make guarantees and enter into derivative arrangements;
- create liens on our or such subsidiaries' assets;
- make fundamental changes;
- engage in certain transactions with affiliates;
- make changes in the nature of our business; and
- pay dividends and distributions or repurchase our common shares.

These covenants, some of which are financial, may prevent or restrict us from capitalizing on business opportunities, including making additional acquisitions or growing our business. In addition, if AHL undergoes a "change of control" as defined in the AHL Credit Agreement, the lenders under the AHL Credit Agreement will have the right to terminate the facility and/or accelerate the maturity of all outstanding loans. As of the date of this prospectus, AHL is in compliance with all covenants and no borrowings under the AHL Credit Agreement are outstanding. As a result of these restrictions and their effects on us, we may be limited in how we conduct our business and may be unable to raise additional debt financing to compete effectively or to take advantage of new business opportunities. The terms of any future indebtedness we may incur may contain additional restrictive covenants.

We are subject to the credit risk of our counterparties, including ceding companies who reinsure business to ALRe, reinsurers who assume liabilities from our subsidiaries and derivative counterparties.

Our insurance subsidiaries may cede insurance and transfer related assets and certain liabilities to third-party insurance companies through reinsurance. Under such reinsurance agreements, our insurance subsidiaries will be

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liable for losses on insurance risks if such reinsurers fail to perform under their respective reinsurance agreements with our subsidiaries.

In connection with the acquisitions of our two largest U.S. insurance subsidiaries, we entered into reinsurance agreements with Protective Life Insurance Company (“Protective”) and Global Atlantic. As part of our acquisition of AADE, we effected a sale of substantially all of AADE’s life insurance business by reinsuring such business to Protective. Similarly, in connection with our acquisition of Aviva USA, we effectuated a sale of substantially all of Aviva USA’s life insurance business by reinsuring such business to Global Atlantic. Because these agreements involve reinsurance of entire business segments, each covers a much larger volume of business than a traditional reinsurance agreement. Additionally, although certain of Protective’s financial obligations under its reinsurance agreement with us are secured by assets placed in a trust for our benefit and Global Atlantic is obligated to maintain assets in custody accounts for our benefit to support substantially all of its financial obligations under its reinsurance agreements with us, as each of Protective and Global Atlantic are the only counterparties under each respective agreement, we face a heightened risk of default with respect to those reinsurers in particular. In addition, we do not have a security interest in the assets in the custody accounts supporting the Global Atlantic reinsurance agreements. Therefore in the event of an insolvency of the Global Atlantic insurance company acting as reinsurer, our claims would be subordinated to those of such insurance company’s policyholders and the assets in the relevant custody accounts may be available to satisfy the claims of such insurance company’s general creditors in addition to us. See “Business—Distribution Channels—Acquisitions—Global Atlantic” and “Business—Distribution Channels—Acquisitions—Protective.” As with any other reinsurance agreement, we remain liable to our policyholders even if Protective or Global Atlantic fail to perform. Although each agreement provides that Protective and Global Atlantic, respectively, agree to indemnify us for losses sustained in connection with their respective performances of each agreement, such indemnification may not be adequate to compensate us for losses actually incurred in the event that Protective or Global Atlantic are either unable or unwilling to perform according to the agreements’ terms. In addition to possible losses that could be incurred if our subsidiaries are forced to recapture these blocks, such subsidiaries may also face a substantial shortfall in capital to support the recaptured business, possibly resulting in material declines to the insurer’s RBC ratio and/or creditworthiness and potentially expose the insurer to ratings downgrades, regulatory intervention, increased policyholder withdrawals or other negative effects.

Conversely, ALRe and certain of our U.S. insurance subsidiaries assume liabilities from other insurance companies. Changes in the ratings, creditworthiness or market perception of such ceding companies or in the administration of policies reinsured to us could cause policyholders of contracts reinsured to us to surrender or lapse their policies in unexpected amounts. In addition, to the extent such ceding companies do not perform under their reinsurance agreements with us, we may not achieve the results we intended and could suffer unexpected losses. In either case, we have exposure to our subsidiaries’ reinsurance counterparties which could materially adversely affect our business, financial condition, results of operations and cash flows.

Finally, we are exposed to credit loss in the event of nonperformance by our counterparties on derivative agreements. We seek to further reduce the risk associated with such agreements by entering into such agreements with large, well-established financial institutions. In addition, rules recently adopted by the U.S. Commodity Futures Trading Commission (“CFTC”) and the prudential regulators will require us and our swap dealer counterparties to collect and post initial and variation margin with respect to non-cleared swaps. Any initial margin required to be posted to our swap dealer counterparties under these rules will be segregated with a third-party custodian. However, there can be no assurance that we will not suffer losses in the event a counterparty or custodian fails to perform or is subject to a bankruptcy or similar proceeding.

We rely significantly on third parties for investment services and certain other services related to our policies, and we may be held responsible for obligations that arise from the acts or omissions of third parties under their respective agreements with us if they are deemed to have acted on our behalf.

We rely significantly on various third parties to provide investment services to us as well as to sell, distribute and provide administrative services for our subsidiaries’ policies. As such, our results may be affected

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by the performance of those parties. Additionally, our operations are dependent on various service providers and on various technologies, some of which are provided or maintained by certain key outsourcing partners and other parties. See “—Risks Relating to Our Investment Manager—Interruption or other operational failures in telecommunications, information technology and other operational systems at AAM or AAME or a failure to maintain the security, integrity, confidentiality or privacy of sensitive data residing on AAM’s or AAME’s systems, including as a result of human error, could have a material adverse effect on our business.”

Many of our subsidiaries’ products and services are sold through third-party intermediaries. In particular, our insurance businesses are reliant on such intermediaries to describe and explain their products to potential customers, and although we take precautions to avoid this result, such intermediaries may be deemed to have acted on our behalf. If that occurs, the intentional or unintentional misrepresentation of our subsidiaries’ products and services in advertising materials or other external communications, or inappropriate activities by our personnel or an intermediary could result in liability for us and have an adverse effect on our reputation and business prospects, as well as lead to potential regulatory actions or litigation. In addition, as a result of our acquisitions, we rely on third-party administrators (“TPAs”) to administer a portion of our annuity contracts, as well as a small amount of legacy life insurance business written by Athene Annuity & Life Assurance Company of New York (“AANY”). We currently rely on these TPAs to administer a number of our policies. In addition, to the extent any of these TPAs do not administer our business appropriately, we may experience customer complaints, regulatory intervention and other adverse impacts, which could affect our future growth and profitability. If any of these TPAs or their employees are found to have made material misrepresentations to our policyholders, violated applicable insurance, privacy or other laws and regulations or otherwise engaged in misconduct, we could be held liable for their actions, which could adversely affect our reputation and business prospects, as well as lead to potential regulatory actions or litigation. Additionally, if any of these TPAs fails to perform in accordance with our standards, we may incur additional costs in connection with finding and retaining new TPAs, which may divert the time and attention of our senior management from our business.

Additionally, past or future misconduct by agents that distribute our subsidiaries’ products or employees of our vendors could result in violations of law by us, regulatory sanctions and/or serious reputational or financial harm and the precautions we take to prevent and detect this activity may not be effective in all cases. Although we employ controls and procedures designed to monitor associates’ business decisions and to prevent us from taking excessive or inappropriate risks, associates may take such risks regardless of such controls and procedures. In addition, annuity sales to seniors have been the subject of increased scrutiny by FINRA and state insurance regulators, and have been the source of industry litigation in situations where annuity sales have allegedly been unsuitable for the financial needs of seniors. Further, on April 6, 2016, the DOL issued a new regulation which imposes upon third parties who sell annuities within Employee Retirement Income Security Act of 1974 (as amended, “ERISA”) plans or to individual retirement account (“IRA”) holders a fiduciary duty to the retirement investor. For the six months ended June 30, 2016, of our total deposits of approximately \$4.0 billion from our organic channels, 32% was associated with sales of FIAs to employee benefit plans and IRAs and 18% was associated with traditional fixed annuities sold to employee benefit plans and IRAs. For the year ended December 31, 2015, of our total deposits of \$3.9 billion from our organic channels, 48% was associated with sales of FIAs to employee benefit plans and IRAs and 8% was associated with traditional fixed annuities sold to employee benefit plans and IRAs. See “Business—Products—Annuities.” The requirements of the regulation will begin to be implemented on April 10, 2017, with full implementation on January 1, 2018. The DOL regulation regarding fiduciary obligations of distributors of products to retirement accounts may result in additional compliance costs to us, regulatory scrutiny and litigation, as well as reduced sales of our products. As the fiduciary regulations are not currently in effect, we are not able to assess the actual impact such regulations may have on us and our associates. However, when fully implemented such regulations may have an adverse effect on our results of operations and financial condition.

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If we lose or fail to retain our senior executives or other key personnel and are unable to attract qualified personnel, our ability to execute our growth plans and operate our business could be impeded or adversely affected, which could significantly and negatively affect our business.

Our success depends in large part on our ability to attract and retain key people, including senior executives, sales and distribution professionals, actuarial and finance professionals and information technology professionals. Intense competition exists for key employees with demonstrated ability, and we may be unable to hire or retain such employees. Accordingly, the loss of services of one or more of the members of our senior management could delay or prevent us from fully implementing our business strategy and, consequently, significantly and negatively impact our business. The unexpected loss of members of our senior management or other key employees could have a material adverse effect on our operations due to the loss of their skills, knowledge of our business and their years of industry experience as well as the potential difficulty of promptly finding qualified replacement employees. We also rely upon the knowledge and experience of employees involved in functions that require technical expertise in order to provide for sound operational controls for our overall enterprise, including the accurate and timely preparation of required regulatory filings and financial statements and operation of internal controls. A loss of such employees could adversely impact our ability to execute key operational functions and could adversely affect our operational controls, including our internal control over financial reporting.

Foreign currency fluctuations may reduce our net income and our capital levels, adversely affecting our financial condition.

We are exposed to foreign currency exchange rate risk both as a result of our acquisition of our German Group Companies, which conduct business in a variety of non-U.S. currencies, and the investments in our investment portfolio that are denominated in currencies other than the U.S. dollar or are issued by entities which primarily conduct their business outside of the U.S. We may employ various strategies (including hedging) to largely manage our exposure to foreign currency exchange risk. To the extent that these exposures are not fully hedged or the hedges are ineffective, our results or equity may be reduced by fluctuations in foreign currency exchange rates that could materially adversely affect our financial condition and results of operations.

The vote by the United Kingdom mandating its withdrawal from the EU could have an adverse affect on our business, investments and potential growth into Europe.

The recent vote by the United Kingdom to exit the EU, or Brexit, has created significant volatility in the global financial markets. However, the eventual effects of the UK's withdrawal from the EU on our business or our investment portfolios is uncertain at this time and will depend on agreements the UK makes to retain access to EU markets either during a transitional period or more permanently. Brexit could impair the ability of our German companies to transact business in the future in the UK, including by restricting the free travel of employees from and to the UK and through legal uncertainty and potentially divergent national laws and regulations as the UK determines which EU laws to replace or replicate. Furthermore, Brexit is likely to continue to adversely affect European and worldwide economic conditions and could contribute to greater instability in the global financial markets before and after the terms of the UK's future relationship with the EU are settled. These effects could have an adverse affect on our business, investments and potential growth into Europe.

Our operations may be affected by the introduction of an EU financial transaction tax ("FTT").

On February 14, 2013, the European Commission (the "EC") published a proposal for a Directive for a common FTT in those EU Member States which choose to participate (the "FTT Zone") and the proposal was included in the EC's work program for 2014, published on October 22, 2013.

The proposed FTT has broad scope and would apply to financial transactions where at least one party to the transaction is established in the FTT Zone and either that party or another party is a financial institution

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established in the FTT Zone. The term “financial institution” covers a wide range of entities, including insurance and reinsurance undertakings. The term “financial transaction” includes the sale and purchase of a financial instrument, a transfer of risk associated with a financial instrument and the conclusion or modification of a derivative. The proposed minimum rate of tax is 0.1% of the consideration, or 0.01% of the notional amount in relation to a derivative. A financial institution may be deemed to be “established” in the FTT Zone, even if it has no business presence there, for example, if the underlying financial instrument is issued in the FTT Zone.

In the period following its publication in February 2013, the FTT proposal has both been subject to significant negotiation between the participating EU Member States and the subject of a legal challenge. As a result, both the scope of any FTT, as well as the timing of implementation, has remained somewhat unclear.

However, in December 2015, those EU Member States that remain committed to the introduction of the FTT announced that they had reached a broad understanding as to the possible foundations for the FTT, with the aim of reaching final agreement by the summer of 2016. It is, however, clear that significant work will still be required in order to settle both the scope and application of any FTT and further legal challenges may yet arise.

The introduction of an FTT in this or similar form could have an adverse effect on our results of operations.

Our business in Bermuda could be adversely affected by Bermuda employment restrictions.

As of June 30, 2016, we employed approximately 20 non-Bermudians in our Bermuda office (other than spouses of Bermudians, holders of permanent residents’ certificates and holders of working residents’ certificates). We may hire additional non-Bermudians as our business grows. Under Bermuda law, non-Bermudians (other than spouses of Bermudians, holders of permanent residents’ certificates and holders of working residents’ certificates) may not engage in any gainful occupation in Bermuda without a valid government work permit. A work permit may be granted or renewed upon showing that, after proper public advertisement, no Bermudian, spouse of a Bermudian, or holder of a permanent resident’s or working resident’s certificate who meets the minimum standards reasonably required by the employer has applied for the job. Previously, work permit terms that were available for request ranged from one, three, five, six or, in certain circumstances for key executives, ten years. However, in January 2013, the Bermuda government abolished these term limits. This removed the immigration policy put in place in 2001, which limited the duration of work permits. We may not be able to use the services of one or more of our non-Bermudian employees if we are not able to obtain work permits for them, which could have a material adverse effect on our business, financial condition and results of operations.

Interruption or other operational failures in telecommunications, information technology and other operational systems or a failure to maintain the security, integrity, confidentiality or privacy of sensitive data residing on those systems, including as a result of human error, could have a material adverse effect on our business.

We are highly dependent on automated and information technology systems to record and process our internal transactions and transactions involving our customers, as well as to calculate reserves, value our investment portfolio and complete certain other components of our financial statements. We could experience a failure of one of these systems, our employees or agents could fail to monitor and implement enhancements or other modifications to a system in a timely and effective manner or our employees or agents could fail to complete all necessary data reconciliation or other conversion controls when implementing a new software system or modifications to an existing system. Additionally, anyone who is able to circumvent our security measures and penetrate our information technology systems could access, view, misappropriate, alter or delete information in the systems, including personally identifiable customer information and proprietary business information. Information security risks also exist with respect to the use of portable electronic devices, such as laptops, which are particularly vulnerable to loss and theft.

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We believe that we have established and implemented appropriate security measures, controls and procedures to safeguard our information technology systems and to prevent unauthorized access to such systems and any data processed or stored in such systems, and we periodically evaluate and test the adequacy of such systems, controls and procedures. In addition, we have established a business continuity plan which is designed to ensure that we are able to maintain all aspects of our key business processes functioning in the midst of certain disruptive events, including any disruptions to or breaches of our information technology systems. Despite the implementation of security and back-up measures, our information technology systems may be vulnerable to physical or electronic intrusions, viruses or other attacks, programming errors and similar disruptions. We may also be subject to disruptions of any of these systems arising from events that are wholly or partially beyond our control (for example, natural disasters, acts of terrorism, epidemics, computer viruses and electrical or telecommunications outages). All of these risks are also applicable where we rely on outside vendors to provide services to us and our customers. The failure of any one of these systems for any reason, or errors made by our employees or agents, could in each case cause significant interruptions to our operations, which could harm our reputation, adversely affect our internal control over financial reporting or have a material adverse effect on our business, financial condition and results of operations.

We retain confidential information in our information technology systems and those of our business partners, and we rely on industry standard commercial technologies to maintain the security of those systems. Despite our implementation of network security measures, our servers could be subject to physical and electronic intrusions, and similar disruptions from unauthorized tampering with our computer systems. While we perform annual penetration tests and have adopted a number of measures to protect the security of customer and company data, and to our knowledge have not experienced a successful cyber attack that has resulted in any material compromise in the security of our information technology systems, there is no guarantee that such an attack will not occur or be successful in the future.

In addition, an increasing number of jurisdictions require that customers be notified if a security breach results in the disclosure of personally identifiable customer information. Any compromise of the security of our information technology systems that results in inappropriate disclosure or use of personally identifiable customer information could damage the reputation of our brand in the marketplace, deter purchases of our products, subject us to heightened regulatory scrutiny or significant civil and criminal liability and require us to incur significant technical, legal and other expenses.

We may be the target or subject of, and may be required to defend against or respond to, litigation (including class action litigation), enforcement investigations or regulatory scrutiny.

We, like other financial services companies, are involved in litigation and arbitration in the ordinary course of business. More generally, we operate in an industry in which various practices are subject to scrutiny and potential litigation, including class actions. Plaintiffs may seek large or indeterminate amounts of damages, including compensatory, liquidated, treble and/or punitive damages. In addition, we sell our products through third parties, including IMOs, whose activities may be difficult to monitor. Civil jury verdicts have been returned against insurers and other financial services companies involving sales, underwriting practices, product design, product disclosure, administration, denial or delay of benefits, charging excessive or impermissible fees, recommending unsuitable products to customers, breaching fiduciary or other duties to customers, refund or claims practices, alleged agent misconduct, failure to properly supervise representatives, relationships with agents or other persons with whom the insurer does business, payment of sales or other contingent commissions and other matters. Such lawsuits can result in substantial judgments that are disproportionate to actual damages, including material amounts of punitive or non-economic compensatory damages. In some states, juries, judges and arbitrators have substantial discretion in awarding punitive, or non-economic, compensatory damages, which creates the potential for unpredictable material adverse judgments or awards in any given lawsuit or arbitration. Arbitration awards are subject to very limited appellate review. In addition, in some class action and other lawsuits, financial services companies have made material settlement payments. Given the large or indeterminate amounts sometimes sought, and the inherent unpredictability of litigation, it is also possible that in certain cases

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an ultimate unfavorable resolution of one or more pending litigation matters could have a material and adverse effect on our financial condition. See “Business—Legal Proceedings.”

Risks Relating to Our Investment Manager

We rely on our investment management or advisory agreements with AAM and AAME for the management of our investment portfolio. AAM and AAME may terminate these arrangements at any time, and there are limitations on our ability to terminate such arrangements, which may adversely affect our investment results.

We rely on AAM and AAME to provide us with investment management and advisory services pursuant to various investment management agreements (“IMAs”) and advisory agreements. AAM and AAME rely in part on their ability to attract and retain key people, and the loss of services of one or more of the members of AAM’s or AAME’s senior management could delay or prevent AAM or AAME from fully implementing our investment strategy. Our bye-laws provide that we may not, and will cause our subsidiaries not to, terminate any IMA or advisory agreement among us, our subsidiaries and AAM or AAME without cause before October 31, 2018 (or any third anniversary thereafter) (each such date, an “IMA Termination Date”) and any termination on an IMA Termination Date without cause requires (i) the approval of our board of directors and at least 50% of the total issued shares of AHL that are entitled to vote (giving effect to the voting allocation provisions set forth in our bye-laws) and (ii) six months’ prior written notice to AAM or AAME of such termination. Notwithstanding the foregoing, any such IMA may be terminated by our board of directors for cause (as defined in our bye-laws), which includes (a) material violations of law relating to AAM’s or AAME’s advisory business, (b) AAM’s or AAME’s gross negligence, willful misconduct or reckless disregard of AAM’s or AAME’s obligations under the relevant agreement, (c) a determination by the board of directors, in its sole discretion and acting in good faith, on an annual basis, of unsatisfactory long-term performance of AAM or AAME, or (d) a determination by the board of directors, in its sole discretion and acting in good faith, that the fees being charged by AAM or AAME are unfair and excessive compared to a comparable asset manager (provided, that in the case of the immediately preceding clauses (c) and (d), the board of directors must deliver notice of such determination to AAM or AAME, as applicable, and AAM or AAME, as applicable, shall have 30 days after receipt of such notice to address the board of directors’ concerns, and provided, further, that in the case of the immediately preceding clause (d), AAM or AAME has the right to lower its fees to match the fees of such comparable asset manager). However, our organizational documents give our board of directors complete discretion as to whether to determine if a for cause termination event has occurred under any IMA and therefore the board of directors may never elect to make such a determination. Five of our 16 directors are employees of or consultants to Apollo and our Chairman, Chief Executive Officer and Chief Investment Officer is an employee of AAM, and under Bermuda law, such directors would be allowed to vote on any resolution to terminate an IMA as long as they declare their conflict. Further, except in limited circumstances, we currently pay AAM 40 basis points per annum on assets managed and we pay additional fees to Apollo and its affiliates for providing sub-advisory services and acting as manager of investment funds in which we invest. Any such fees may be higher than what other investment managers may be willing to charge us currently for investment services. Because of the services and the unique acquisition opportunities provided by AAM that we are able to access that many other companies cannot access, we do not currently expect our board of directors would elect to terminate any IMA. These limitations on our ability to terminate the IMAs or advisory agreements with AAM or AAME could have a negative effect on our financial condition and results of operations. In addition, the boards of directors of AHL’s subsidiaries may terminate an investment management or advisory agreement with AAM or AAME relating to the applicable subsidiary if such subsidiary’s board of directors determines that such termination is required in the exercise of its fiduciary duties. If our subsidiaries do elect to terminate any such agreement, other than as provided above, we may be in breach of our bye-laws, which could subject us to regulatory scrutiny, expose us to shareholder lawsuits and could have a negative effect on our financial condition and results of operations.

Conversely, we may be adversely affected if AAM or AAME elect to terminate an IMA at a time when such agreement remains advantageous to us. We depend upon AAM and AAME to implement our investment strategy. However, AAM and AAME do not face the restrictions described above with regards to its ability to terminate any of its agreements with us and may terminate such agreements at any time. If AAM or AAME

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choose to terminate such agreements, there is no assurance that we could find a suitable replacement or that certain of the opportunities made available to us as a result of our relationship with AAM and AAME would be offered by a suitable replacement, and therefore our results of operations and financial condition could be adversely impacted by our failure to retain a satisfactory investment manager.

Interruption or other operational failures in telecommunications, information technology and other operational systems at AAM or AAME or a failure to maintain the security, integrity, confidentiality or privacy of sensitive data residing on AAM's or AAME's systems, including as a result of human error, could have a material adverse effect on our business.

We are highly dependent on AAM and AAME, as our investment manager and adviser, respectively, to maintain information technology and other operational systems to record and process their transactions with respect to our investment portfolio, which includes providing information to us to enable us to value our investment portfolio that may affect our GAAP or U.S. statutory accounting principles ("SAP") financial statements. AAM or AAME could experience a failure of one of these systems, their employees or agents could fail to monitor and implement enhancements or other modifications to a system in a timely and effective manner or their employees or agents could fail to complete all necessary data reconciliation or other conversion controls when implementing a new software system or modifications to an existing system. Additionally, anyone who is able to circumvent AAM's or AAME's security measures and penetrate their information technology systems could access, view, misappropriate, alter or delete information in the systems, including proprietary information relating to our investment portfolio. The maintenance and implementation of these systems at AAM and AAME is not within our control. Should AAM's or AAME's systems fail to accurately record information pertaining to our investment portfolio, we may inadvertently include inaccurate information in our financial statements and experience a lapse in our internal control over financial reporting. The failure of any one of these systems at AAM or AAME for any reason, or errors made by their employees or agents, could in each case cause significant interruptions to their operations, which could adversely affect our internal control over financial reporting or have a material adverse effect on our business, financial condition and results of operations.

The historical performance of AAM and AAME should not be considered as indicative of the future results of our investment portfolio, our future results or any returns expected on our common shares.

Our investment portfolio's returns have benefitted historically from investment opportunities and general market conditions that currently may not exist and may not repeat themselves, and there can be no assurance that either AAM or AAME will be able to avail itself of profitable investment opportunities in the future. Furthermore, the historical returns of our investments managed by AAM and AAME are not directly linked to returns on our common shares, which are affected by various factors, one of which is the value of our investment portfolio. In addition, each of AAM and AAME are compensated based solely on our assets which they manage rather than by investment return targets. Accordingly, there can be no guarantee that either AAM or AAME will be able to achieve any particular return for our investment portfolio in the future.

If either AAM or AAME loses or fails to retain its senior executives or other key personnel and is unable to attract qualified personnel, its ability to provide us with investment management and advisory services could be impeded or adversely affected, which could significantly and negatively affect our business.

AAM and AAME depend in large part on their ability to attract and retain key people, including senior executives, finance professionals and information technology professionals. Intense competition exists for key employees with demonstrated ability, and AAM or AAME may be unable to hire or retain such employees. Accordingly, the loss of services of one or more of the members of AAM's or AAME's senior management could delay or prevent AAM or AAME from fully implementing our investment strategy and, consequently, significantly and negatively impact our business. The unexpected loss of members of AAM's or AAME's senior management or other key employees could have a material adverse effect on AAM's or AAME's operations due to the loss of their skills, knowledge of AAM's or AAME's business and their years of industry experience as

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well as the potential difficulty of promptly finding qualified replacement employees. A loss of such employees could adversely impact AAM's or AAME's ability to execute key operational functions and could adversely affect our investment portfolio and results of operations.

Increased regulation or scrutiny of alternative investment advisers and certain trading methods may affect AAM's and AAME's ability to manage our investment portfolio or affect our business reputation.

The regulatory environment for investment managers is evolving, and changes in the regulation of investment managers may adversely affect the ability of AAM and AAME to effect transactions that utilize leverage or to pursue their strategies in managing our investment portfolio. In addition, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Furthermore, our German Group Companies and their investments are subject to additional investment restrictions that may prevent our German Group Companies from investing in assets with sufficient yields to meet our targeted returns. The Securities and Exchange Commission ("SEC"), other regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies. Due to our reliance on AAM and AAME to manage our investment portfolio, any regulatory action or enforcement against AAM or AAME could have an adverse effect on our financial condition. Additionally, the regulation of derivatives transactions is an evolving area of law and is subject to modification by government and judicial action. Any future regulatory change could have a significant negative impact on our financial condition and results of operations.

Risks Relating to Insurance and Other Regulatory Matters

Our industry is highly regulated and we are subject to significant legal restrictions, regulations and regulatory oversight in connection with the operations of our business, including the discretion of various governmental entities in applying such restrictions and regulations and these restrictions may have a material adverse effect on our business, financial condition, liquidity, results of operations, cash flows and prospects.

U.S. State Regulation

Our domestic insurance subsidiaries' businesses are subject to government regulation in each of the states in which they conduct business. Such regulation is vested in state agencies having broad administrative, and in some instances discretionary, authority with respect to many aspects of our business, which may include, among other things, the investments we can acquire and hold, reserve requirements, marketing practices, advertising, maintaining policyholder privacy, policy forms, restrictions on the ability of our subsidiaries to pay dividends or other distributions to us, reinsurance and other transactions with our affiliates, acquisitions, mergers and capital adequacy. These requirements are concerned primarily with the protection of policyholders rather than shareholders. See "Business—Regulation—United States—General." Regulators and other authorities have the power to bring administrative or judicial proceedings against us, which could result, among other things, in suspension or revocation of our licenses, cease and desist orders, fines, civil penalties, criminal penalties or other disciplinary action which could materially harm our results of operations and financial condition. If we fail to address, or appear to fail to address, appropriately any of these matters, our reputation could be harmed and we could be subject to additional legal risk, which could increase the size and number of claims and damages asserted against us or subject us to enforcement actions, fines and penalties.

Each state has legislation in place that requires U.S. insurers domiciled in such state to furnish certain information concerning their operations and the interrelationships and transactions among companies within their holding company systems and their respective affiliates that may materially affect the operations, management or financial condition of the insurers within the system. Generally, these laws require that all transactions between insurers and affiliates be fair and reasonable and sometimes require prior notice to the regulators and regulatory approval. Changes to these laws that result in more stringent requirements could negatively impact our ability to conduct transactions with our affiliates, including investments into funds managed by Apollo and its affiliates, dividends or distributions from our subsidiaries to us (as described more fully below) and by us to our

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shareholders, reinsurance agreements among our affiliates or our acquisition strategy. Such changes and any resulting inability to or increased cost associated with transactions with our affiliates could materially adversely impact our business, financial condition, results of operations and cash flows.

Current law of the States of Delaware, Iowa and New York (the “Athene Domiciliary States”) permits the payment of dividends or distributions which, together with dividends or distributions paid during (i) in the case of Delaware and Iowa, the preceding twelve months, do not exceed the *greater* of (1) 10% of the insurer’s surplus as regards policyholders as of the immediately preceding year end, or (2) the net gain from operations of the insurer for the preceding twelve-month period ending as of the immediately preceding year end or (ii) in the case of New York, any calendar year, do not exceed the *lesser* of (1) 10% of the insurer’s surplus as regards policyholders as of the end of the immediately preceding calendar year, or (2) the net gain from operations of the insurer for the immediately preceding calendar year, not including realized capital gains. Any proposed dividend in excess of this amount is considered an “extraordinary dividend” or “extraordinary distribution” and may not be paid until it has been approved, or a 30-day waiting period has passed during which it has not been disapproved, by the commissioner or director of the insurance department of the applicable Athene Domiciliary State (each, a “Commissioner”). These restrictions limit our U.S. insurance subsidiaries’ ability to pay dividends to us. Any further changes to state regulations that further restrict our U.S. insurance subsidiaries’ ability to declare and pay dividends or pay distributions to us could have a materially adverse effect on our financial condition and results of operations.

At any given time, we and our domestic insurance subsidiaries may be the subject of a number of ongoing financial or market conduct examinations, audits or inquiries. From time to time, regulators raise issues during such examinations that could, if determined adversely, have a material impact on our insurance subsidiaries’ businesses or result in fines for improper market conduct. As part of their routine regulatory oversight process, state insurance departments conduct periodic detailed examinations, generally once every three to five years, of the books, records, accounts and operations of insurance companies that are domiciled in their states. Examinations are generally carried out in cooperation with the insurance departments of other, non-domiciliary states under guidelines promulgated by the NAIC. Financial examinations of our domestic insurance subsidiaries were recently completed in each Athene Domiciliary State with no findings that are expected to have a material adverse effect on our domestic insurance subsidiaries. Additionally, our domestic insurance subsidiaries are also subject to periodic market conduct examinations in each state in which they do business, pursuant to which state regulators examine an insurer’s compliance with applicable insurance laws and regulations, including, among other things, the form and content of disclosure to consumers, illustrations, advertising, sales practices and complaint handling of any insurance company doing business in that state.

We are also subject to state regulation regarding any potential acquisitions or changes of control, both with regards to our own subsidiaries and to those companies or businesses which we may in the future acquire. Most state insurance holding company system acts require consents from applicable insurance departments prior to the direct or indirect acquisition or change of control of an insurer or its holding company. Generally, acquiring a 10% or greater voting interest in an insurance company or its parent company is presumptively considered a change of control under these statutes, and the acquirer is presumptively a controlling person of the insurer or its holding company. Current regulatory barriers to acquisitions of insurers and any new regulatory barriers adopted may increase the costs of implementing our acquisition strategy or may prevent certain acquisitions entirely. Additionally, these regulatory barriers and limitations on ownership that potential purchasers of our common shares may observe in order to avoid being deemed controlling persons may decrease the attractiveness of any future offering of our common shares and may delay, defer or prevent a change of control of us or impede a merger, takeover or other business combination which our shareholders may otherwise view favorably. See “Business—Regulation—United States—Insurance Holding Company Regulation.”

Most, if not all, of the states where we are licensed to transact business require that insurers doing business within the state participate in a guaranty association, which is organized to pay contractual benefits owed pursuant to insurance policies issued by impaired, insolvent or failed insurers. These associations have the right

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to assess insurance companies doing business in their state in order to help pay the obligations of insolvent insurance companies to policyholders and claimants. Because the amount and timing of an assessment is beyond our control, liabilities we have currently established for these potential assessments may not be adequate.

Other U.S. Regulation

Our subsidiaries' insurance, annuity, retirement and investment products are subject to a complex and extensive array of laws that are administered and enforced by state securities administrators, state banking authorities, the SEC, FINRA, the DOL, the Internal Revenue Service ("IRS") and the Office of the Comptroller of the Currency. Failure to comply with these laws and limitations could subject us to administrative penalties imposed by a particular governmental or self-regulatory authority, unanticipated costs associated with remedying such failure or other claims, harm to our reputation, interruption of our operations or an adverse impact on our profitability.

We also may be subject to regulation by the DOL when providing a variety of products and services to employee benefit plans governed by ERISA. Severe penalties are imposed for breach of duties under ERISA. In addition, we will be subject to regulation by the DOL with respect to recommendations involving an IRA.

In addition to the foregoing risks, the financial services industry is the focus of increased regulatory scrutiny as various state and federal governmental agencies and self-regulatory organizations conduct inquiries and investigations into the products and practices of the financial services industries. The extreme turmoil in the financial markets in recent years has increased the likelihood of changes in the way the financial services industry is regulated. Governmental authorities in the United States and worldwide have become increasingly interested in potential risks posed by the insurance industry as a whole, and to commercial and financial systems in general. Among the proposals that are at present being considered are the possible introduction of global regulatory standards for the amount of capital that insurance groups must maintain across the group. While we cannot predict the exact nature, timing or scope of possible governmental initiatives, there may be increased regulatory intervention in the insurance and financial services industry in the future.

Bermuda Licensing

Because we are a Bermuda company, we are subject to changes in Bermuda law and regulation that may have an adverse impact on our operations, including through the imposition of tax liability or increased regulatory supervision. As a holding company, AHL is not subject to the laws of Bermuda governing insurance companies; however, ALRe is registered in Bermuda under the Insurance Act of 1978 (Bermuda) as a Class E insurer and is subject to the Insurance Act of 1978 (Bermuda) and the rules and regulations promulgated thereunder (the "Bermuda Insurance Act").

Additionally, the BMA sought "regulatory equivalency" which enables Bermuda's commercial insurers to transact business with the EU on a "level playing field." In connection with its initial efforts to achieve equivalency under Solvency II, the BMA implemented and imposed additional requirements on the companies it regulates, such as ALRe. On November 26, 2015, via delegated act, the EC granted Bermuda's commercial insurers full equivalence in all areas of Solvency II for an indefinite period of time. The EC's act was reviewed and approved by the European Parliament and Council and no objection was made. On March 4, 2016, the delegated act was published in the official journal of the EU. The grant of full equivalence came into force on March 24, 2016 and applies from January 1, 2016.

Additionally, changes to applicable Bermuda laws and regulations regarding dividends or distributions from our subsidiaries to us could adversely affect us. All Bermuda companies must comply with the provisions of the Companies Act 1981 (Bermuda) (the "Companies Act") regulating the payment of dividends and distributions from contributed surplus. Under the Companies Act, a Bermuda company may not declare or pay a dividend or make a distribution out of contributed surplus if the company has reasonable grounds for believing that it is or

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will after the payment be unable to pay its liabilities as they become due or the realizable value of the company's assets would thereby be less than its liabilities. As ALRe is a licensed reinsurer and regulated by the BMA, it is additionally required to comply with the provisions of the Bermuda Insurance Act regarding payments of dividends and distributions. Under the Bermuda Insurance Act, an insurer is prohibited from declaring or paying a dividend if in breach of its ECR or MMS or if the declaration or payment of such dividend would cause such a breach. Where an insurer fails to meet its solvency margin on the last day of any financial year, it is prohibited from declaring or paying any dividends during the next financial year without the approval of the BMA.

Under the Bermuda Insurance Act, ALRe is prohibited from paying a dividend in an amount exceeding 25% of the prior year's statutory capital and surplus, unless at least two members of ALRe's board of directors sign and submit to the BMA an affidavit attesting that a dividend in excess of this amount would not cause ALRe to fail to meet its relevant margins. In certain instances, ALRe would also be required to provide prior notice to the BMA in advance of the payment of dividends. In the event that such an affidavit is submitted to the BMA in accordance with the Bermuda Insurance Act, and further subject to ALRe meeting its MMS and ECR, ALRe is permitted to distribute up to the sum of 100% of statutory surplus and an amount less than 15% of statutory capital. Distributions in excess of this amount require the approval of the BMA.

Further, ALRe must obtain the BMA's prior approval before reducing its total statutory capital as shown in its previous financial year statutory balance sheet by 15% or more. ALRe is also required to obtain a certification from its approved actuary prior to declaring or paying any dividends and such certificate will not be given unless the value of its long-term business assets exceeds its long-term business liabilities, as certified by its approved actuary, by the amount of the dividend and at least the MMS.

German Laws and Regulation

Our German Group Companies licensed as insurers are subject to the relevant laws and regulations applicable to insurers in Germany which regulate and mandate, among other things, eligibility criteria for investments, policyholder participation in income, accounting principles, corporate governance requirements, regulatory capital, reporting of insurance undertakings, insurance contracts, consumer protection laws, data protection requirements and anti-money-laundering requirements. Our German Group Companies are subject to supervision by the Federal Financial Supervisory Authority ("BaFin"). BaFin is the central financial regulatory authority for Germany and has wide powers to interpret and execute the insurance supervisory law in Germany, in particular via issuing regulatory ordinances and guidelines. Further, BaFin plays a significant role in interpreting the requirements of the Solvency II regime which became effective as of January 1, 2016. While we strive to ensure strict regulatory compliance, in particular compliance with all regulations and guidelines as issued by BaFin, we may be subject to non-compliance with these regulations which could result in unforeseen rectification costs and/or regulatory fines, which could adversely affect our business.

We are also subject to German laws and regulations regarding potential future acquisitions of German companies or businesses. Pursuant to German regulatory law, the direct or indirect acquisition of a significant interest in a German insurance undertaking or the increase of a qualified participating interest in a German insurance undertaking exceeding certain thresholds is subject to BaFin approval or the expiration of a statutory non-objection period. Generally, indirectly or directly acquiring a 10% or greater capital or voting interest in an insurance undertaking or obtaining the ability to significantly influence the management of the insurance undertaking is considered a qualified participating interest under German regulatory laws. Laws such as these prevent any person from directly or indirectly acquiring qualified participating interests in any of our German insurance subsidiaries unless that person has filed a notification requiring specified information with BaFin and has obtained BaFin's prior approval or waited for the expiration of a statutory non-objection period. Since we are indirectly holding a 100% capital and voting interest in German insurance undertakings, the acquisition of a capital or voting interest of 10% or more in AHL could qualify as an indirect acquisition of a qualified participating interest in German insurance undertakings. Persons directly or indirectly holding a qualified participating interest in a German insurance undertaking are subject to notification and other regulatory obligations imposed by BaFin.

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Current and future regulatory barriers to acquisitions of insurers may increase the costs of implementing our acquisition strategy or may prevent certain acquisitions entirely. Additionally, regulatory barriers on acquisitions or the increase of qualified participating interests (among other things, the avoidance of an acquisition of capital or voting interest of 10% or more in AHL) that potential purchasers of our common shares may be required to observe in order to avoid being deemed a person acquiring or increasing a qualified participating interest may decrease the attractiveness of this offering and any future offering of our common shares. These regulatory barriers may also delay, defer or prevent a change of control if the potential purchaser acquires a qualified participating interest, as BaFin effectively has the right to void such a purchase.

Further, purchases of our common shares significantly in excess of 10% may result in the formation of a Solvency II group, resulting in the application of Solvency II to the purchaser or its ultimate parent, thereby subjecting such entity to requirements including group solvency requirements and group corporate governance provisions. Formation of a Solvency II group may occur if the purchaser qualifies as an indirect parent of the German insurers (if the purchaser acquires more than 50% of capital or voting interest in AHL or otherwise controls AHL). This applies regardless of the home state of the ultimate parent, but excludes countries with regulatory regimes deemed equivalent to Solvency II.

Luxembourg Regulation

Our Luxembourg subsidiary is subject to supervision by the Commission de Surveillance du Secteur Financier (“CSSF”) and Luxembourg regulation for management companies of investment funds. We do not believe that our Luxembourg subsidiary is governed by directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 on Alternative Investment Fund Managers and it is currently registered accordingly with the CSSF on the basis of a self-assessment. In the absence of a final decision by the relevant Luxembourg authorities and subject to any policy changes and changes in circumstances on which the self-assessment is based, namely regarding the holding and investment structure, we cannot eliminate the risk of our Luxembourg subsidiary qualifying as an Alternative Investment Fund Manager, which would subject our subsidiary to enhanced administrative and operating requirements and require us to support our subsidiary with more capital, and could thus adversely affect our financial condition and results of operations. The Luxembourg investment fund managed by our Luxembourg subsidiary is regulated as a specialized investment fund under Luxembourg law and thus is also subject to legislative and/or regulatory developments, which may impact, directly or indirectly, the position and performance of our Luxembourg subsidiary.

Our failure to obtain or maintain approval of insurance regulators and other regulatory authorities as required for the operations of our insurance subsidiaries may have a material adverse effect on our business, financial condition, results of operations, liquidity and prospects.

U.S. state regulators retain the authority to license insurers in their states and an insurer may not operate in a state in which it is not licensed. We have U.S. domiciled insurance subsidiaries that are currently licensed to do business in all 50 states and the District of Columbia. Our ability to retain these licenses depends on our and our subsidiaries’ ability to meet requirements established by the NAIC and adopted by each state such as RBC standards and surplus requirements. Further, our German Group Companies operating insurance businesses are licensed by BaFin. Maintaining such licenses requires compliance with the relevant regulatory provisions, including in particular MCRs as set out under German law and under the Solvency II regime.

Some of the factors influencing these licensing requirements, particularly factors such as changes in equity market levels, the value of certain derivative instruments that do not receive hedge accounting, the value and credit ratings of certain fixed-income and equity securities in our investment portfolio, interest rate changes and changes to the RBC formulas and the interpretation of the NAIC’s instructions with respect to RBC calculation methodologies, are out of our control. If these factors adversely affect us and we are unable to meet the requirements above, our subsidiaries could lose their licenses to do business in certain states, be subject to additional regulatory oversight, have their licenses suspended or be subject to seizure of assets. A loss or

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suspension of any of our subsidiaries' licenses may negatively impact our reputation in the insurance market and result in our subsidiaries' inability to write new business, distribute funds or pursue our investment/overall business strategy.

ALRe, as a Bermuda domiciled insurer, is also required to maintain licenses. ALRe is licensed as a reinsurer only in Bermuda. Bermuda insurance statutes and regulations and policies of the BMA require that ALRe, among other things, maintain a minimum level of capital and surplus, satisfy solvency standards, restrict dividends and distributions, obtain prior approval or provide notification to the BMA, as the case may be, of ownership, transfer and disposition of Shareholder Controller shares, maintain a head office, and have certain officers and a director resident in Bermuda, appoint and maintain a principal representative in Bermuda and provide for the performance of certain periodic examinations of itself and its financial conditions. A failure to meet these conditions may result in the suspension or revocation of ALRe's license to do business as a reinsurance company in Bermuda, which would mean that ALRe would not be able to enter into any new reinsurance contracts until the suspension ended or it became licensed in another jurisdiction. For any or a number of reasons, the BMA could revoke or suspend ALRe's license. Any such suspension or revocation of ALRe's license would negatively impact its and our reputation in the reinsurance marketplace and could have a material adverse effect on our results of operations.

The process of obtaining licenses is time consuming and costly, and we may not be able to become licensed in jurisdictions other than those in which our subsidiaries are currently licensed. The modification of the conduct of our business resulting from our and our subsidiaries becoming licensed in certain jurisdictions could significantly and negatively affect our business. In addition, our inability to comply with insurance statutes and regulations could significantly and adversely affect our business by limiting our ability to conduct business as well as subjecting us to penalties and fines.

Changes in the laws and regulations governing the insurance industry or otherwise applicable to our business, including the newly-issued DOL fiduciary regulation, may have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects.

U.S. Federal Oversight

The recent economic crisis has resulted in numerous changes to regulation and oversight of the financial industry, the full impact of which has yet to be realized. The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") makes sweeping changes to the regulation of financial services entities, products and markets. Historically, the federal government has not regulated the insurance business, however, the Dodd-Frank Act generally provides for enhanced federal supervision of financial institutions, including insurance companies in certain circumstances, and financial activities that represent a systemic risk to financial stability or the economy. Certain provisions of the Dodd-Frank Act are or may become applicable to us, our competitors or those entities with which we do business, including, but not limited to: the establishment of a comprehensive federal regulatory regime with respect to derivatives; the establishment of consolidated federal regulation and resolution authority over systemically important financial institutions ("SIFIs"); the establishment of the Federal Insurance Office ("FIO"); changes to the regulation of broker-dealers and investment advisors; changes to the regulation of reinsurance; changes to regulations affecting the rights of shareholders; the imposition of additional regulation over credit rating agencies; the imposition of concentration limits on financial institutions that restrict the amount of credit that may be extended to a single person or entity; and mandatory on-facility execution and clearing of certain derivative contracts.

Numerous provisions of the Dodd-Frank Act require the adoption or implementation of rules or regulations. The process of adopting such implementing rules and/or regulations have in some instances been delayed beyond the timeframes imposed by the Dodd-Frank Act. Until the various final regulations are promulgated, the full impact of the regulations on the company will remain unclear. In addition, the Dodd-Frank Act mandated multiple studies, which could result in additional legislation or regulation applicable to the insurance industry, us, our competitors or those entities with which we do business. Legislative or regulatory requirements imposed by

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or promulgated in connection with the Dodd-Frank Act may impact us in many ways, including, but not limited to: placing us at a competitive disadvantage relative to our competition or other financial services entities; changing the competitive landscape of the financial services sector or the insurance industry; making it more expensive for us to conduct our business; requiring the reallocation of significant company resources to government affairs; increasing our legal and compliance related activities and the costs associated therewith as the Dodd-Frank Act may permit the preemption of certain state laws when inconsistent with international agreements; and otherwise having a material adverse effect on the overall business climate as well as our financial condition and results of operations.

On April 6, 2016, the DOL issued a new regulation more broadly defining the circumstances under which a person is considered to be a fiduciary by reason of giving investment advice or recommendations to an employee benefit plan or a plan's participants or to IRA holders. In addition to releasing the investment advice regulation, the DOL: (1) issued a new prohibited transaction class exemption titled the "Best Interest Contract Exemption," to be used in connection with the sale of FIAs or variable annuities, and (2) updated the previously prohibited transaction class exemption 84-24, to be used in connection with the sale of traditional fixed rate annuities. For the six months ended June 30, 2016, of our total deposits of approximately \$4.0 billion from our organic channels, 32% was associated with sales of FIAs to employee benefit plans and IRAs and 18% was associated with traditional fixed annuities sold to employee benefit plans and IRAs. For the year ended December 31, 2015, of our total deposits of \$3.9 billion from our organic channels, 48% was associated with sales of FIAs to employee benefit plans and IRAs and 8% was associated with traditional fixed annuities sold to employee benefit plans and IRAs. See "Business—Products—Annuities." We cannot predict with any certainty the impact of the new regulation and exemptions, but the regulation and exemptions will alter the way our products and services are marketed and sold, particularly to purchasers of IRAs and individual retirement annuities. If implemented in its current form, the DOL regulation could have an adverse effect on our ability to write new business. The SEC also has indicated that it may propose rules creating a uniform standard of conduct applicable to broker-dealers and investment advisers, which, if adopted may affect the distribution of our products. Should the SEC rules, if adopted, not align with the finalized DOL regulations related to conflicts of interest in the provision of investment advice, the distribution of our products could be further complicated.

Heightened standards of conduct as a result of the DOL regulation, the SEC proposed rules or another similar proposed rule or regulation could also increase the compliance and regulatory burdens on our representatives, and could lead to increased litigation and regulatory risks, changes to our business model, a decrease in the number of our securities-licensed representatives and a reduction in the products we offer to our clients, any of which could have a material adverse effect on our business, financial condition and results of operations.

In addition, we expect the worldwide demographic trend of population aging will cause policymakers to continue to focus on the framework of U.S. and non-U.S. retirement systems, which may drive additional changes regarding the manner in which individuals plan for and fund their retirement, the extent of government involvement in retirement savings and funding, the regulation of retirement products and services and the oversight of industry participants. Any incremental requirements, costs and risks imposed on us in connection with such current or future legislative or regulatory changes, may constrain our ability to market our products and services to potential customers, and could negatively impact our profitability and make it more difficult for us to pursue our growth strategy.

Non-Bank SIFs

Title I of the Dodd-Frank Act established the Financial Stability Oversight Council ("FSOC"), which has authority to designate non-bank financial companies as SIFs, thereby subjecting them to enhanced prudential standards and supervision by the Federal Reserve. The prudential standards for non-bank SIFs include enhanced RBC requirements, leverage limits, liquidity requirements, single counterparty exposure limits, governance requirements for risk management, stress test requirements, special debt-to-equity limits for certain companies, early remediation procedures, and recovery and resolution planning. Athene USA is above the initial quantitative

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threshold for treatment as a non-bank SIFI (total consolidated assets of \$50 billion, including the assets of its subsidiaries). If the FSOC were to designate Athene USA as a non-bank SIFI, Athene USA would become subject to certain of these enhanced prudential standards.

FIAs

In recent years, the SEC and state securities regulators have questioned whether FIAs, such as those sold by us, should be treated as securities under the federal and state securities laws rather than as insurance products exempted from such laws. Under the Dodd-Frank Act, annuities that meet specific requirements, including requirements relating to certain state suitability rules, are specifically exempted from being treated as securities by the SEC. We expect that the types of FIAs that we currently sell will meet those requirements and therefore will remain exempt from being treated as securities by the SEC and state securities regulators. However, there can be no assurance that federal or state securities laws or state insurance laws and regulations will not be amended or interpreted to impose further requirements on FIAs. Treatment of these products as securities would require additional registration and licensing of these products and the agents selling them, as well as cause us to seek new or additional marketing relationships for these products, any of which may impose significant restrictions on our ability to conduct business as currently operated.

Regulation of Over-The-Counter (“OTC”) Derivatives

We use derivatives to mitigate a wide range of risks in connection with our businesses, including options purchased to hedge the derivatives embedded in the FIAs we have issued, and swaps, futures and/or options may be used to manage the impact of increased benefit exposures from our annuity products that offer guaranteed benefits. Title VII of the Dodd-Frank Act creates a comprehensive framework for the federal oversight and regulation of the OTC derivatives market and entities, such as Athene, that participate in the market, and requires regulators to promulgate rules and regulations implementing its provisions. Regulations have been finalized and implemented in many areas and are being finalized for implementation in others.

The Dodd-Frank Act divides the regulatory responsibility for swaps in the United States between the SEC and the CFTC. The CFTC regulates swaps and swap entities, and the SEC regulates security-based swaps and security-based swap entities. The CFTC and the SEC have jointly finalized certain regulations under the Dodd-Frank Act, including critical rulemakings on the definition of “swap,” “security-based swap,” “swap dealer,” “security-based swap dealer,” “major swap participant” and “major security-based swap participant.” The CFTC has also finalized a number of other regulations under the Dodd-Frank Act which apply to swap and swap market participants subject to the CFTC’s oversight, including regulations relating to registration for swap dealers, major swap participants and swap execution facilities, reporting, recordkeeping, clearing and on-facility trade execution. The SEC has yet to finalize most of its similar regulations which would apply to the security-based swaps and security-based swap market participants subject to the SEC’s oversight, including security-based swap dealers. As a result of this bifurcation and the different pace at which the agencies have promulgated regulations, different transactions are subject to different levels of regulation. In addition, because the CFTC has not yet finalized all of its regulations with respect to swaps and the SEC has yet to finalize most of its regulations with respect to security-based swaps, it is not possible to predict with certainty the full effect of the Dodd-Frank Act on us and our business or the timing of such effects.

The Dodd-Frank Act and the CFTC rules thereunder currently require us, in connection with certain swap transactions, to comply with clearing and trade execution requirements, and it is anticipated that the types of OTC derivatives that will be subject to the clearing and trade execution requirements will be expanded over time. In addition, regulations recently adopted will require us to comply with mandatory minimum margin requirements for uncleared derivative transactions. The derivative clearing requirements and mandatory margin requirements of the Dodd-Frank Act could increase the cost of our risk mitigation and could have other material adverse effects on our businesses. For example, increased margin requirements, combined with restrictions on assets that qualify as eligible collateral, could reduce our liquidity and require increased holdings of cash and

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highly liquid assets with lower yields causing a reduction in income. In addition, the requirement that certain trades be centrally cleared through clearinghouses concentrates counterparty risk in both clearinghouses and clearing members. The failure of a clearinghouse or a clearinghouse member could have a significant impact on the financial system. Even if a clearinghouse itself does not fail, large losses caused by the default of a single clearinghouse member could force significant capital calls on the remaining clearinghouse members during a financial crisis, which could then lead other clearinghouse members to default. Because clearinghouses are still developing and the related bankruptcy process is untested, it is difficult to speculate as to the actual risks related to the default of a clearinghouse.

The Dodd-Frank Act and new regulations thereunder could significantly increase the cost of OTC derivatives, reduce the availability of OTC derivatives to protect against risks we encounter, reduce our ability to monetize or restructure our existing OTC derivatives, and increase our credit risk exposure. If we reduce our use of OTC derivatives as a result of the Dodd-Frank Act and the regulations thereunder, the results of our operations may become more volatile and our cash flows may be less predictable which could adversely affect our financial performance. Additionally, we have always been subject to the risk that hedging and other management procedures might prove ineffective in reducing the risks to which insurance policies expose us or that unanticipated policyholder behavior or mortality, combined with adverse market events, could produce economic losses beyond the scope of the risk management techniques employed. Any such losses could be increased by the increased cost of entering into OTC derivatives and the reduced availability of bespoke OTC derivatives that might result from the enactment and implementation of the Dodd-Frank Act.

U.S. Consumer Protection Laws and Privacy Regulation

As part of the Dodd-Frank Act, Congress established the CFPB to supervise and regulate institutions that provide certain financial products and services to consumers. The consumer financial services subject to the CFPB's jurisdiction generally exclude insurance business of the kind in which we engage. The CFPB is, however, exploring the possibility of regulating the way Americans manage their retirement savings and is considering the extent of its authority in that area. We are unable at this time to predict the impact of these activities on our business.

NAIC

Although our businesses are subject to regulation in each state in which they conduct business, in many instances the state insurance laws and regulations emanate from the NAIC. State insurance regulators and the NAIC regularly re-examine existing laws and regulations applicable to insurance companies and their products. Any proposed or future legislation or NAIC initiatives, if adopted, may be more restrictive on our ability to conduct business than current regulatory requirements or may result in higher costs or increased statutory capital and reserve requirements. Changes in these laws and regulations or interpretations thereof are often made for the benefit of the consumer and at the expense of the insurer and could have a material adverse effect on our domestic insurance subsidiaries' businesses, operations and financial conditions. We and they are also subject to the risk that compliance with any particular regulator's interpretation of a legal or accounting issue may not result in compliance with another regulator's interpretation of the same issue, particularly when compliance is judged in hindsight. There is an additional risk that any particular regulator's interpretation of a legal or accounting issue may change over time to our detriment, or that changes to the overall legal or market environment, even absent any change of interpretation by a particular regulator, may cause us to change our views regarding the actions we need to take from a legal risk management perspective, which could necessitate changes to our practices that may, in some cases, limit our ability to grow and improve profitability. See "Business—Regulation—United States—NAIC."

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Risks Relating to Taxation

AHL or ALRe may be subject to U.S. federal income taxation.

AHL and ALRe are incorporated under the laws of Bermuda and intend to operate in a manner that will not cause either to be treated as being engaged in a trade or business within the United States or subject to current U.S. federal income taxation on their net income. However, because there is considerable uncertainty as to when a foreign corporation is engaged in a trade or business within the United States, as the law is unclear and the determination is highly factual and must be made annually, there can be no assurance that the IRS will not contend successfully that AHL or ALRe is engaged in a trade or business in the United States. If AHL or ALRe were considered to be engaged in a trade or business in the United States, it could be subject to U.S. federal income taxation on a net basis on its income that is effectively connected with such U.S. trade or business (including branch profits tax on the portion of its earnings and profits that is attributable to such income). Any such U.S. federal income taxation could result in substantial tax liabilities and consequently could have a material adverse effect on our financial condition and results of future operations. See “Tax Considerations—U.S. Federal Income Tax Considerations—Taxation of AHL and ALRe.”

U.S. persons who own our Class A common shares may be subject to U.S. federal income taxation at ordinary income rates on our undistributed earnings and profits.

AHL’s bye-laws generally limit the voting power of our Class A common shares (and certain other of our voting securities) such that no person owns (or is treated as owning) more than 9.9% of the total voting power of our common shares (with certain exceptions). Additionally, AHL’s bye-laws require the board of AHL to refer certain decisions with respect to our non-U.S. subsidiaries to our shareholders, and to vote our shares accordingly. These provisions are intended to reduce the likelihood that AHL, ALRe or any of the German Group Companies will be treated as a controlled foreign corporation (“CFC”) in any taxable year (other than for purposes of taking into account RPII). If these provisions were not in force or effective and AHL, ALRe or a German Group Company were treated as a CFC in a taxable year, each U.S. person treated as a “10% U.S. Shareholder” with respect to AHL, ALRe or such German Group Company that held our common shares directly or indirectly through non-U.S. entities as of the last day in such taxable year that AHL, ALRe or such German Group Company was a CFC would generally be required to include in gross income as ordinary income its pro rata share of AHL’s, ALRe’s or such German Group Company’s insurance and reinsurance income and certain other investment income, regardless of whether that income was actually distributed to such U.S. person (with certain adjustments). For these purposes, a “10% U.S. Shareholder” of a non-U.S. corporation generally is any U.S. person that owns (or is treated as owning) stock of the non-U.S. corporation possessing 10% or more of the total voting power of such non-U.S. corporation’s stock. In general, a non-U.S. corporation is a CFC if 10% U.S. Shareholders, in the aggregate, own (or are treated as owning) stock of the non-U.S. corporation possessing more than 50% of the voting power or value of such corporation’s stock. However, this threshold is lowered to more than 25% for purposes of taking into account the insurance income of a non-U.S. corporation. Special rules apply for purposes of taking into account any RPII of a non-U.S. corporation, as described below.

In addition, if a U.S. person disposes of shares in a non-U.S. corporation and the U.S. person was a 10% U.S. Shareholder at any time when the corporation was a CFC during the five-year period ending on the date of disposition, any gain from the disposition will generally be treated as a dividend to the extent of the U.S. person’s share of the corporation’s undistributed earnings and profits that were accumulated during the period or periods that the U.S. person owned the shares while the corporation was a CFC (with certain adjustments). Also, a U.S. person may be required to comply with specified reporting requirements, regardless of the number of shares owned. See “Tax Considerations—U.S. Federal Income Tax Considerations—Taxation of U.S. Holders—CFC Provisions.”

Because of the limitation in AHL’s bye-laws referred to above, among other factors (including the expected ownership of our common shares following this offering), we believe it is unlikely that any U.S. person that acquires our Class A common shares in this offering would thereby become a 10% U.S. Shareholder of AHL,

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ALRe or any German Group Company. However, because the relevant attribution rules are complex and there is no definitive legal authority on whether the voting provisions included in AHL's organizational documents are effective for purposes of the CFC provisions, there can be no assurance that this will be the case. Further, our ability to obtain information that would permit us to enforce the limitation described above may be limited. We will take reasonable steps to obtain such information, but there can be no assurance that such steps will be adequate or that we will be successful in this regard. Accordingly, we may not be able to fully enforce the limitation described above.

U.S. persons who own our Class A common shares may be subject to U.S. federal income taxation at ordinary income rates on a disproportionate share of our undistributed earnings and profits attributable to RPII.

If ALRe is treated as recognizing RPII in a taxable year and ALRe is treated as a CFC for such taxable year, each U.S. person that owns our Class A common shares directly or indirectly through non-U.S. entities as of the last day in such taxable year must generally include in gross income its pro rata share of the RPII, determined as if the RPII were distributed proportionately only to all such U.S. persons, regardless of whether that income is distributed (with certain adjustments). For this purpose, ALRe generally will be treated as a CFC if U.S. persons in the aggregate own (or are treated as owning) 25% or more of the total voting power or value of AHL's or ALRe's stock for an uninterrupted period of 30 days or more during the taxable year. We believe that ALRe will be treated as a CFC for this purpose based on the expected ownership of our shares.

RPII generally is any income of a non-U.S. corporation attributable to insuring or reinsuring risks of a U.S. person that owns (or is treated as owning) stock of such non-U.S. corporation, or risks of a person that is "related" to such a U.S. person. For this purpose, (1) a person is "related" to another person if such person "controls," or is "controlled" by, such other person, or if both are "controlled" by the same persons, and (2) "control" of a corporation means ownership (or deemed ownership) of stock possessing more than 50% of the total voting power or value of such corporation's stock and "control" of a partnership, trust or estate for U.S. federal income tax purposes means ownership (or deemed ownership) of more than 50% by value of the beneficial interests in such partnership, trust or estate.

Athene and Apollo have considerable overlap in ownership. If it is determined that the same persons "control" both us and Apollo through owning (or being treated as owning) more than 50% of the vote or value of Athene and Apollo, substantially all of ALRe's income might constitute RPII. This would trigger the adverse RPII consequences described above to all U.S. persons that hold our Class A common shares directly or indirectly through non-U.S. entities and would have a material adverse effect on the value of their investment in our Class A common shares.

Existing voting restrictions set forth in AHL's bye-laws are generally intended to prevent a person who owns (or is treated as owning) shares in Apollo from owning (or being treated as owning) any of the voting power of our Class A common shares, thus preventing persons who own (or are treated as owning) both AHL and Apollo from owning (or being treated as owning) more than 50% of the voting power of our stock. However, these restrictions do not prevent members of the Apollo Group from retaining the right to vote on newly acquired Class A common shares, should they choose to do so nor do they prevent persons who own (or are treated as owning) both AHL and Apollo from owning (or being treated as owning) more than 50% of the value of our stock. The "Apollo Group" means (A) Apollo, (B) AAA Guarantor – Athene, L.P. (the "AAA Investor"), (C) any investment fund or other collective investment vehicle whose general partner or managing member is owned, directly or indirectly, by Apollo or one or more of Apollo's subsidiaries and (D) any affiliate of any of the foregoing (except that AHL and its subsidiaries and employees of AHL, its subsidiaries or AAM are not members of the Apollo Group). AHL's bye-laws also generally provide that no person (nor certain direct or indirect beneficial owners or related persons to such person) who owns our common shares, other than a member of the Apollo Group, may acquire any shares of Apollo or otherwise make any investment that would cause such person, or any other person that is a U.S. person, to own (or be treated as owning) more than 50% of the vote or value of AHL's stock. Any holder of our common shares that violates this provision may be required, at the board's discretion, to sell its common shares or take any other reasonable action that the board deems necessary.

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Because of the restrictions described above, among other factors (including the expected ownership of our common shares following this offering), we believe it is likely that one or more exceptions under the RPII rules will apply such that U.S. persons will not be required to include any RPII in their gross income with respect to ALRe or the German Group Companies. However, there can be no assurance that this will be the case. Further, our ability to obtain information that would permit us to enforce the restrictions described above may be limited. We will take reasonable steps to obtain such information, but there can be no assurance that such steps will be adequate or that we will be successful in this regard. Accordingly, we may not be able to fully enforce these restrictions. See “Tax Considerations—U.S. Federal Income Tax Considerations—Taxation of U.S. Holders —CFC Provisions.”

U.S. persons who dispose of our Class A common shares may be required to treat any gain as ordinary income for U.S. federal income tax purposes and comply with other specified reporting requirements.

If a U.S. person disposes of shares in a non-U.S. corporation that is an insurance company that had RPII and the 25% threshold described above is met at any time when the U.S. person owned any shares in the corporation during the five-year period ending on the date of disposition, any gain from the disposition will generally be treated as a dividend to the extent of the U.S. person’s share of the corporation’s undistributed earnings and profits that were accumulated during the period that the U.S. person owned the shares (possibly whether or not those earnings and profits are attributable to RPII). In addition, the shareholder will be required to comply with specified reporting requirements, regardless of the amount of shares owned. We believe that these rules should not apply to a disposition of our Class A common shares because AHL is not itself directly engaged in the insurance business. We cannot assure you, however, that the IRS will not successfully assert that these rules apply to a disposition of our Class A common shares. See “Tax Considerations—U.S. Federal Income Tax Considerations—Taxation of U.S. Holders—Dispositions of Our Class A Common Shares.”

U.S. tax-exempt organizations that own our Class A common shares may recognize unrelated business taxable income.

A U.S. tax-exempt organization that directly or indirectly owns our Class A common shares generally will recognize unrelated business taxable income and be subject to additional U.S. tax filing obligations to the extent such tax-exempt organization is required to take into account any of our insurance income or RPII pursuant to the CFC and RPII rules described above. U.S. tax-exempt organizations should consult their own tax advisors regarding the risk of recognizing unrelated business taxable income as a result of the ownership of our Class A common shares. See “Tax Considerations—U.S. Federal Income Tax Considerations—Taxation of U.S. Holders—CFC Provisions—Tax-Exempt U.S. Holders.”

U.S. persons who own our Class A common shares may be subject to adverse tax consequences if AHL, ALRe or any of the German Group Companies is considered a passive foreign investment company for U.S. federal income tax purposes.

If AHL, ALRe or any of the German Group Companies is considered a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes, a U.S. person who directly or, in certain cases, indirectly owns our Class A common shares could be subject to adverse tax consequences, including a greater tax liability than might otherwise apply, an interest charge on certain taxes that are deemed deferred as a result of AHL’s, ALRe’s or any of the German Group Companies’ non-U.S. status and additional U.S. tax filing obligations, regardless of the number of shares owned. We currently do not expect that AHL, ALRe or any of the German Group Companies will be a PFIC for U.S. federal income tax purposes in the current taxable year or the foreseeable future because ALRe, the German Group Companies, and, through its insurance subsidiaries, AHL each intend to be predominantly engaged in the active conduct of an insurance and reinsurance business. We cannot assure you, however, that AHL, ALRe and the German Group Companies will not be deemed to be PFICs by the IRS. No final or temporary regulations currently exist regarding the application of the PFIC provisions to an insurance

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company. Proposed regulations have recently been issued, which will not be effective until adopted in final form. At this time it is unclear whether and how such regulations would affect the characterization of AHL and its subsidiaries. Additionally, legislation has been introduced in Congress that, if enacted, would characterize a non-U.S. insurance company with insurance liabilities of 25% or less of such company's assets as a PFIC unless it can qualify for a temporary exception based on both an asset test and a facts and circumstances test. We cannot predict what effect, if any, any new legislation would have on an investor that is subject to U.S. federal income taxation. See "Tax Considerations—U.S. Federal Income Tax Considerations—Taxation of U.S. Holders—PFIC Provisions."

Changes in U.S. tax law might adversely affect us or our shareholders.

The tax treatment of non-U.S. companies and their U.S. and non-U.S. insurance subsidiaries has been the subject of Congressional discussion and legislative proposals. Legislative proposals relating to the tax treatment of non-U.S. companies have been introduced that could, if enacted, materially affect us. One legislative proposal, the Stop Tax Haven Abuse Act (S. 174, H.R. 297), introduced in both the U.S. Senate and the U.S. House of Representatives in January 2015, would cause certain entities otherwise treated as non-U.S. corporations to be treated as U.S. corporations for U.S. federal income tax purposes if the "management and control" of such corporations occurs, directly or indirectly, primarily within the United States.

In addition, President Obama's 2017 budget proposal includes a provision that, if adopted in legislation, would deny an insurance company a deduction for reinsurance premiums and other amounts paid to an affiliated foreign reinsurance company to the extent that the foreign reinsurer (or its parent company) is not subject to U.S. federal income tax with respect to the premiums received.

Additionally, interpretations of U.S. federal income tax law, including those regarding whether a company is engaged in a trade or business (or has a permanent establishment) within the United States or is a PFIC, or whether U.S. persons are required to include in their gross income "subpart F income" or RPII of a CFC, are subject to change, possibly on a retroactive basis. Regulations regarding the application of the PFIC rules to insurance companies and regarding RPII are only in proposed form. New regulations or pronouncements interpreting or clarifying such regulations may be forthcoming. We cannot be certain if, when or in what form such regulations or pronouncements may be provided and whether such guidance will have a retroactive effect.

We cannot assure you that future legislative, administrative or judicial developments will not result in an increase in the amount of U.S. tax payable by us or by an investor in our Class A common shares or reduce the attractiveness of our products. If any such developments occur, an investment in our common shares could be materially adversely affected. See "Tax Considerations—U.S. Federal Income Tax Considerations—Proposed U.S. Tax Legislation" and "Tax Considerations—U.S. Federal Income Tax Considerations—Possible Changes in U.S. Tax Law."

Changes in U.S. tax law might adversely affect demand for our products.

Many of the products that we sell and reinsure benefit from one or more forms of tax-favored status under current U.S. federal and state income tax regimes. For example, we sell and reinsure annuity contracts that allow the policyholders to defer the recognition of taxable income earned within the contract. Changes in U.S. federal or state tax law could reduce or eliminate the attractiveness of such products, which could affect the sale of our products or increase the expected lapse rate with respect to products that have already been sold.

There is U.S. income tax risk associated with reinsurance between U.S. insurance companies and their Bermuda affiliates.

If a reinsurance agreement is entered into among related parties, the IRS is permitted to reallocate or recharacterize income, deductions or certain other items, and to make any other adjustment, to reflect the proper

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amount, source or character of the taxable income of each of the parties. If the IRS were to successfully challenge our reinsurance arrangements, our financial condition and results of operations could be adversely affected and the price of our Class A common shares could be adversely affected.

We may become subject to U.S. withholding tax under certain U.S. tax provisions commonly known as “FATCA.”

Certain U.S. tax provisions commonly known as the “Foreign Account Tax Compliance Act” or “FATCA” impose a 30% withholding tax on certain payments of U.S. source income and the proceeds from the disposition after December 31, 2018, of property of a type that can produce U.S. source interest or dividends, in each case, to certain “foreign financial institutions” and “non-financial foreign entities.” The withholding tax also applies to certain “foreign passthru payments” made by foreign financial institutions after December 31, 2018. The U.S. government has signed intergovernmental agreements to facilitate the implementation of FATCA with the governments of Bermuda and Germany (the “Bermuda IGA” and “German IGA,” respectively). AHL and its foreign subsidiaries intend to comply with the obligations imposed on them under FATCA and the Bermuda IGA and German IGA, as applicable, to avoid being subject to withholding under FATCA on payments made to them or penalties. To avoid any withholding under FATCA or penalties, we may be required to report the identity of, and certain other information regarding, certain U.S. persons that directly or indirectly own our common shares or exercise control over our shareholders to counterparties or governmental authorities, including the IRS or the Bermuda government. We may also be required to withhold on payments and/or take other actions with respect to holders of our common shares who do not provide us with certain information or documentation required to fully comply with FATCA. However, we expect that the shareholders who acquire Class A common shares issued in this offering will not be subject to such requirements pursuant to an exception for equity interests that are regularly traded on an established securities market, provided that the shareholder (and any intermediaries through which the shareholder holds its shares) is not a foreign financial institution that is treated as a “nonparticipating FFI” under FATCA. However, no assurance can be provided in this regard. We may become subject to withholding tax or penalties if we are unable to comply with FATCA.

If AHL is treated as engaged in a U.S. trade or business in any taxable year, all or a portion of the dividends on our Class A common shares may be treated as U.S. source income and may be subject to withholding and information reporting under FATCA unless a shareholder (and any intermediaries through which the shareholder holds its shares) establishes an exemption from such withholding and information reporting. In addition, any gross proceeds from the sale or other disposition of our Class A common shares after December 31, 2018 might also be subject to withholding and information reporting under FATCA in such circumstances, absent an exemption. As discussed above, we currently intend to limit our U.S. activities so that AHL is not considered to be engaged in a U.S. trade or business, although no assurances can be provided in this regard. See “Tax Considerations—U.S. Federal Income Tax Considerations—FATCA Withholding.”

Our operations may be affected by the introduction of the Common Reporting Standard.

The Common Reporting Standard (“CRS”) has been introduced as an initiative by the Organisation for Economic Co-operation and Development (the “OECD”). CRS is imposed on members of the EU by the European Directive on Administrative Co-operation. Countries outside the EU may enter into the Multilateral Competent Authority Agreement, in which they agree to exchange information with participating jurisdictions. Similar to FATCA introduced by the U.S., CRS requires financial institutions which are subject to the rules to report certain information in respect of account holders. German financial institutions are presently subject to certain requirements under CRS, and they must report information beginning in 2017. We intend to operate in compliance with CRS. Any inadvertent failure to do so may have an adverse effect on our results.

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We are subject to the risk that Bermuda tax laws may change and that we may become subject to new Bermuda taxes following the expiration of a current exemption after 2035.

The Bermuda Minister of Finance (the “Minister”), under the Exempted Undertakings Tax Protection Act 1966 of Bermuda, as amended, has given us an assurance that if any legislation is enacted in Bermuda that would impose tax computed on profits or income, or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax will not be applicable to us or any of our operations, shares, debentures or other obligations until March 31, 2035, except insofar as such tax applies to persons ordinarily resident in Bermuda or to any taxes payable by us in respect of real property owned or leased by us in Bermuda. Given the limited duration of the Minister’s assurance, we cannot assure you that we will not be subject to any Bermuda tax after March 31, 2035. See “Tax Considerations—Bermuda Tax Considerations.”

The impact of the OECD’s directives to eliminate harmful tax practices and recommendations on base erosion and profit shifting is uncertain and could impose adverse tax consequences on us.

The OECD has published reports and launched a global dialogue among member and non-member countries on measures to limit harmful tax competition. These measures are largely directed at counteracting the effects of tax havens and preferential tax regimes in countries around the world. In the OECD’s report dated April 18, 2002, and as periodically updated, Bermuda was not listed as an uncooperative tax haven jurisdiction because it had previously committed to eliminate harmful tax practices and to embrace international tax standards for transparency, exchange of information and the elimination of any aspects of the regimes for financial and other services that attract business with no substantial domestic activity. We are not able to predict what changes will arise from the commitment or whether such changes will subject us to additional taxes.

In 2015, the OECD published final recommendations on base erosion and profit shifting. These recommendations propose the development of rules directed at counteracting the effects of tax havens and preferential tax regimes in countries around the world. The recommendations include revisions to the definition of a “permanent establishment” and the rules for attributing profit to a permanent establishment. Other recommended actions relate to the goal of ensuring that transfer pricing outcomes are in line with value creation, noting that the current rules may facilitate the transfer of risks or capital away from countries where the economic activity takes place. We expect many countries to change their tax laws in response to this project, and several countries have already changed or proposed changes to their tax laws. Changes to tax laws could increase their complexity and the burden and costs of compliance. Additionally, such changes could also result in significant modifications to the existing transfer pricing rules and could potentially have an impact on our taxable profits in various jurisdictions.

Risks Relating to this Offering and an Investment in Our Class A Common Shares

There is currently no market for our Class A common shares, an active trading market may not develop or continue to be liquid and the market price of our common shares may be volatile.

Prior to this offering, there has not been a public market for our common shares, and an active market for our common shares may not develop or be sustained after this offering, which could depress the market price of our common shares and could affect your ability to sell your shares. In the absence of an active public trading market, you may not be able to liquidate your investment in our common shares. An inactive market may also impair our ability to raise capital by selling our common shares, our ability to motivate our employees through equity incentive awards and our ability to acquire other companies, products or technologies by using our common shares as consideration. In addition, the market price of our common shares may fluctuate significantly in response to various factors, some of which are beyond our control. We will negotiate the initial public offering price per share with the representatives of the underwriters and therefore, that price may not be indicative of the market price of our common shares after this offering. In particular, we cannot assure you that you will be able to

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resell your shares at or above the initial public offering price. The stock markets have experienced extreme volatility in recent years that has been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common shares. In addition to the factors discussed elsewhere in this prospectus, the factors that could affect our share price are:

- United States and international political and economic factors unrelated to our performance;
- actual or anticipated fluctuations in our quarterly operating results;
- changes in or failure to meet publicly disclosed expectations as to our future financial performance;
- changes in securities analysts' estimates of our financial performance or lack of research and reports by industry analysts;
- action by institutional shareholders, including purchases or sales of large blocks of common shares;
- speculation in the press or investment community;
- changes in market valuations or earnings of similar companies; and
- announcements by us or our competitors of significant products, contracts, acquisitions or strategic partnerships.

In the past, following periods of volatility in the market price of a company's securities, class action litigation has often been instituted against such company. Any litigation of this type brought against us could result in substantial costs and a diversion of our management's attention and resources, which would harm our business, results of operations and financial condition.

There may be sales of a substantial amount of our common shares after this offering by our current shareholders as certain restrictions on sale expire, and these sales could cause the price of our common shares to fall.

Our directors, executive officers and shareholders holding 100% of our common shares outstanding prior to this offering agreed that they will not sell any shares prior to the expiration of certain time periods after the date of this prospectus. See "Certain Relationships and Related Party Transactions—Relationships and Related Party Transactions with Apollo or its Affiliates—Registration Rights Agreement" and "Description of Share Capital—Registration Rights Agreement." Lock-up expiration periods applicable to existing holders end with respect to one-third of the shares owned by such holders at each of 225 days, 375 days and 450 days after the date of this prospectus, provided that certain of our executive officers, directors and holders representing approximately % and % of our common shares have agreed not to sell any shares for 450 days and two years, respectively, from the date of this prospectus. Approximately , , and of our common shares will be eligible for future sale at the expiration of such 225 day, 375 day, 450 day and two-year periods, respectively. These restrictions are subject to waiver by our board of directors, including in the event holders are permitted to sell their shares in follow-on registered offerings by us after the date of this initial public offering. In addition, certain of our common shares will be subject to a day lock-up entered into with the underwriters in connection with this offering. As these lock-up periods end, the market price of our common shares could decline if the holders of those shares sell them or are perceived by the market as intending to sell them. Additionally, existing holders of our common shares have registration rights under the Third Amended and Restated Registration Rights Agreement (the "Registration Rights Agreement"), subject to some conditions, which require us to file registration statements covering the sale of their shares or to include their shares in registration statements that we may file for ourselves or other shareholders in the future.

We may raise additional equity capital in the future. Future issuances or the possibility of future sales of a substantial amount of equity by our shareholders or by us may depress the price of your investment in our common shares and result in substantial dilution to you.

If our shareholders sell a large number of shares of our common shares, or if we issue a large number of our common shares in connection with future acquisitions, financings or other circumstances, the market price of our

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common shares could decline significantly. Moreover, the perception in the public market that our shareholders might sell our common shares could depress the market price of those shares.

The interest of the Apollo Group, which controls and is expected to continue to control 45% of the total voting power of AHL and holds a number of the seats on our board of directors, may conflict with those of other shareholders and could make it more difficult for you and other shareholders to influence significant corporate decisions.

The Apollo Group controls and is expected, subsequent to the completion of our initial public offering, to continue to control 45% of the total voting power of AHL and currently has economic ownership of approximately 73% of our common shares. As a result, the Apollo Group could exercise significant influence over all matters requiring shareholder approval for the foreseeable future, including approval of significant corporate transactions, appointment of members of our management, election of directors, approval of the termination of our IMAs and determination of our corporate policies, which may reduce the market price of our common shares. Even if the Apollo Group reduces its beneficial ownership below its current holdings or we raise additional equity from investors other than members of the Apollo Group, because of its control over 45% of our aggregate voting power, for so long as any member of the Apollo Group owns at least one Class B common share, such member will still be able to assert significant influence over our board of directors and certain corporate actions.

The interests of our existing shareholders, particularly members of the Apollo Group, may conflict with the interests of our other shareholders. Actions that members of the Apollo Group take as shareholders may not be favorable to our other shareholders. For example, the concentration of voting power held by the Apollo Group, the significant representation on our board of directors by the Apollo Group or the limitations on our ability to terminate any IMA with AAM or AAME could delay, defer or prevent a change of control of us or impede a merger, takeover or other business combination which another shareholder may otherwise view favorably. Our conflicts committee and our disinterested directors with respect to a transaction analyze certain of these conflicts to protect against potential harm resulting from conflicts of interest in connection with transactions that we have entered into or will enter into with Apollo or its affiliates. Specifically, our bye-laws require that the conflicts committee (in accordance with its charter and procedures) must approve of certain material transactions by and between us and Apollo or its affiliates, including entering into material agreements or the imposition of any new fee or increase in the rate at which fees are charged to us, subject to certain exceptions. See “Certain Relationships and Related Party Transactions—Related Party Transaction Policy.” In addition, our conflicts committee may exclusively rely on information provided by AAM, including with respect to fees charged by AAM or Apollo or its affiliates, and with respect to the historical performance or fees of unrelated service providers used for comparison purposes, and may not independently verify the information so provided. However, these conflicts guidelines will not, by themselves, prohibit transactions with Apollo or its affiliates.

Additionally, our investment manager, AAM, and our investment adviser, AAME, are indirect subsidiaries of Apollo and charge us management fees that are based on our assets. Under our IMAs with AAM and AAME, substantially all of our invested assets are managed by AAM and AAME. Our investment policies permit AAM to invest in securities of issuers affiliated with Apollo, including funds managed by Apollo, and to retain on our behalf and at our cost sub-advisors, including Apollo. AAM may make such investments or retain such sub-advisors at its discretion, subject only to the approval of our conflicts committee in certain cases and/or certain regulatory approvals. Accordingly, AAM may have a conflict of interest in managing our investments, including by retaining its affiliate, Apollo, to act as its sub-advisor, which would increase amounts payable by us for investment advisory services or could cause us to receive less return on our investments than if our investment portfolio was managed by another party. In addition, asset management fees are paid based on the amount of our AUM regardless of the results of our operations. Therefore, Apollo could be incentivized to exercise its influence to cause us to increase our AUM, which may have an adverse impact on our financial condition or results of operations.

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Certain of our investments are managed by other Apollo affiliates retained as sub-advisors by AAM to manage such investments. Currently, substantially all of the assets subject to sub-advisory arrangements are managed by Apollo affiliates. In addition, we have made investments in collective investment vehicles managed by Apollo affiliates, including seed investments in new investment vehicles or investment strategies offered by Apollo which have limited track records, as well as junior and subordinated tranches of structured investment vehicles which may assist Apollo in meeting certain regulatory requirements applicable to Apollo as the sponsor of such vehicles. Such Apollo affiliates charge us a sub-advisory fee, or charge such vehicles management fees, that independently, or when taken together with the fees charged by AAM, may not be the lowest fee available for similar sub-advisory or investment management services offered by unrelated managers. In addition, it is possible that such unrelated managers may perform better than the Apollo affiliates retained by AAM as sub-advisors or which manage such collective investment funds. Apollo is not obligated to devote any specific amount of time to the affairs of our company, or to the funds in which we are invested and we have limited rights to terminate any IMA or sub-advisory arrangement. Affiliates of Apollo manage and expect to continue to manage other client accounts, some of which have objectives similar to ours, including collective investment vehicles managed by Apollo and in which Apollo may have an equity interest. We will compete with other Apollo clients not only in terms of time spent on management of our portfolio, but also for allocation of assets that do not have significant supply. In addition, there may be different investment teams for AAM and Apollo investing in the same strategies for different clients, including us. In strategies where both AAM and Apollo source investment opportunities, AAM and Apollo investment teams may function independently of each other and may not share investment opportunities. As a result, we may compete with other Apollo clients for the same investment opportunities, potentially disadvantaging us. Apollo may also manage accounts whose advisory fee schedules, investment objectives and policies differ from ours, which may cause Apollo to allocate securities in a manner that may have an adverse effect on our ability to source appropriate assets and meet our strategic objectives. In addition, where AAM has retained an Apollo affiliate as our sub-advisor, it is possible that due to the fees charged by such sub-advisor in addition to the AAM fees that we pay, we may either experience a reduced return on an investment or may forego purchasing an investment that we would have purchased if such investment opportunity were sourced directly by AAM.

From time to time, AAM or Apollo may acquire investments on our behalf which are senior or junior to other instruments of the same issuer that are held by, or acquired for, another AAM or Apollo client (for example, we may acquire junior debt while another Apollo client may acquire senior debt). In the event such an issuer enters bankruptcy or becomes otherwise insolvent, the client holding securities which are senior in preference may have the right to aggressively pursue the issuer's assets to fully satisfy the issuer's indebtedness to the client, and the client holding the investment which is junior in the capital structure may not have access to sufficient assets of the issuer to completely satisfy its claim against the issuer and may suffer a loss. AAM and Apollo have adopted procedures that are designed to enable AAM and Apollo to address such conflicts and to ensure that clients are treated fairly and equitably in these situations. However, given AAM's or Apollo's fiduciary obligations to the other client, AAM and Apollo may be unable to manage our investment in the same manner as would have been possible without the conflict of interest. In such event, we may receive less return on such investment than if another AAM or Apollo client was not in a different part of the capital structure of the issuer.

Apollo and its affiliates have diverse and expansive private equity, credit and real estate investment platforms, investing in numerous companies across many industries. If Apollo acquires or forms a company with a business strategy competing with ours, additional conflicts may arise between us and Apollo or between us and such company in executing our plans, including with respect to the allocation of investments or the ability to execute on corporate opportunities.

Apollo and its affiliates regularly obtain material non-public information regarding various potential acquisition or trading targets. When Apollo and its affiliates obtain material non-public information regarding a potential acquisition or trading target, AAM and Apollo become restricted from trading such acquisition or trading target's outstanding securities. Some of such securities may be potential investment opportunities for us, or may be owned by us and be potential disposition opportunities. The inability of AAM or Apollo to purchase or sell such

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investments on our behalf as a result of these restrictions may result in us acquiring investments that may otherwise underperform the restricted investments that AAM or Apollo would have acquired, or incurring losses on investments that AAM or Apollo would have sold, on our behalf, had such restrictions not been in place.

Certain of AAM's executives and employees have incentive compensation tied to our financial performance. This compensation arrangement may incentivize such executives and employees to invest in riskier assets in an attempt to achieve higher returns.

James R. Belardi, our Chief Executive Officer, also serves as Chief Executive Officer of AAM, owns a profits interest in the equity of AAM and receives compensation from AAM for services he provides to AAM. Accordingly, his involvement as a member of our board of directors and management team and as an officer and director of AAM may lead to a conflict of interest. Furthermore, certain members of our board of directors also serve on the board of directors of AAM or are employees of Apollo or its affiliates, which could also lead to potential conflicts of interest. See "Certain Relationships and Related Party Transactions—Relationships and Related Party Transactions with Apollo or its Affiliates—Investment Management Relations."

Our bye-laws contain provisions that cause a holder of Class A common shares to lose the right to vote the shares if the holder owns an equity interest in Apollo, AAA or certain other entities.

Our bye-laws contain provisions that impose restrictions on certain Class A common shares in order to reduce the likelihood that U.S. persons that directly or indirectly own our common shares will experience adverse tax consequences attributable to RPII. These provisions could cause a holder to lose the right to vote its Class A common shares if the holder or one of its affiliates owns (or is treated as owning) any equity interests (or instruments treated as equity interests) in Apollo or AAA, if the holder or one of its affiliates owns (or is treated as owning) any of our Class B common shares or if the holder or one of its affiliates is a member of the Apollo Group. These restrictions do not affect the transferability of Class A common shares and do not apply unless the holder or one of its affiliates meets one of these conditions.

Investors purchasing common shares in this offering will experience immediate and substantial dilution as a result of this offering.

If you invest in our Class A common shares, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share of our Class A common shares and the as adjusted net tangible book value per share of our Class A and Class B common shares immediately after this offering. As a result, investors purchasing Class A common shares in this offering will experience immediate substantial dilution of \$ _____ per share, based on an initial public offering price of \$ _____, which is the mid-point of the price range set forth on the cover page of this prospectus. This dilution is due in large part to the fact that our earlier investors paid substantially less than the initial public offering price when they purchased their shares. In addition, we have issued restricted Class M common shares to certain of our employees and to employees of AAM which enable them, upon meeting certain vesting criteria, to acquire Class A common shares at prices significantly below the initial public offering price. To the extent the outstanding restricted Class M common shares are ultimately exercised, there will be further dilution to investors in this offering. In addition, if the underwriters exercise in full their option to purchase additional shares, or if we issue additional equity securities in the future, investors purchasing common shares in this offering will experience additional dilution. See "Dilution."

Our bye-laws contain provisions that could discourage takeovers and business combinations that our shareholders might consider in their best interests, including provisions that prevent a holder of Class A common shares from having a significant stake in Athene.

Our bye-laws include certain provisions that could have the effect of delaying, deferring, preventing or rendering more difficult a change of control that holders of our Class A common shares might consider in their

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best interests. For example, our bye-laws prohibit holders of our Class A common shares and certain other classes of our common shares (other than those owned by the Apollo Group) from having more than 9.9% of the total voting power of our common shares. Subject to certain exceptions determined by our board on the basis set forth in our bye-laws, the votes attributable to a holder of Class A common shares above 9.9% of the total voting power of our common shares are redistributed to other holders of Class A common shares *pro rata* based on the then current voting power of each holder. Such adjustments are likely to result in a shareholder having voting rights in excess of one vote per share. Therefore, a shareholder's voting rights may increase above 5% of the aggregate voting power of the outstanding common shares, thereby possibly resulting in the shareholder becoming a reporting person subject to Schedule 13D or 13G filing requirements under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These requirements could discourage any potential investment in our Class A common shares. In addition, our board is classified into three classes of directors, with directors of each class serving staggered three-year terms. Any change in the number of directors is required by our bye-laws to be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class or from the removal of a director will hold such directorship for a term that coincides with the remaining term of that class. Moreover, our bye-laws require specific advance notice procedures and other protocols for holders of common shares to make shareholder proposals and nominate directors. Among other requirements, a shareholder must meet the minimum requirements for eligible shareholders to submit shareholder proposals under Rule 14a-8 of the Exchange Act, and submit specific information and make specific undertakings in relation to the shareholder proposal or director nomination. See "Description of Share Capital—Certain Bye-law Provisions—Shareholder Advance Notice Procedures."

Any or all of these provisions could prevent holders of our Class A common shares from receiving the benefit from any premium to the market price of our Class A common shares offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of any of these provisions could adversely affect the prevailing market price of our Class A common shares if they were viewed as discouraging takeover attempts in the future.

AHL is a holding company with limited operations of its own. As a consequence, AHL's ability to pay dividends on its common shares and to make timely payments on its debt obligations will depend on the ability of its subsidiaries to make distributions or other payments to it, which may be restricted by law.

AHL is a holding company with limited business operations of its own. AHL's primary subsidiaries are insurance and reinsurance companies that own substantially all of its assets and conduct substantially all of its operations. Accordingly, AHL's payment of dividends and ability to make timely payments on its debt obligations is dependent, to a significant extent, on the generation of cash flow by its subsidiaries and their ability to make such cash or other assets available to it, by dividend or otherwise. Dividends or distributions that may be paid by AHL's insurance subsidiaries to it are limited or restricted by applicable insurance or other laws that are based in part on the prior year's statutory income and surplus, or other sources. See "—Risks Relating to Insurance and Other Regulatory Matters—Our industry is highly regulated and we are subject to significant legal restrictions, regulations and regulatory oversight in connection with the operations of our business, including the discretion of various governmental entities in applying such restrictions and regulations and these restrictions may have a material adverse effect on our business, financial condition, liquidity, results of operations, cash flows and prospects." AHL's subsidiaries may not be able to, or may not be permitted to, make distributions to enable AHL to meet its obligations and pay dividends. In particular, as a condition to the New York State Department of Financial Services' ("NYDFS") approval of our acquisition of ALICNY (formerly known as ALACNY) in connection with the broader Aviva USA acquisition, we have agreed not to cause ALICNY to declare, distribute or pay any dividend for five years from the date of acquisition of control of ALICNY without the prior written consent of the NYDFS, which period expires on October 2, 2018. Similarly, as a condition to the approval of the Iowa Insurance Division ("IID") of our acquisition of Aviva USA's Iowa-domiciled subsidiaries, we have agreed not to cause AAIA to pay any dividend or other distribution to shareholders for five years, which period expires on August 15, 2018, without the prior approval of the IID. Further, any dividends paid to AHL by its U.S. subsidiaries would be subject to a 30% withholding tax under the U.S. Internal Revenue

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Code of 1986, as amended (the “Code”), which creates a significant disincentive for AHL’s subsidiaries to pay such dividends and could have the effect of significantly reducing dividends or other amounts payable to AHL by its U.S. subsidiaries. These limitations on AHL’s U.S. subsidiaries’ abilities to pay dividends to it as a shareholder may negatively impact its financial condition, results of operations and cash flows.

Each subsidiary is a distinct legal entity and legal and contractual restrictions may also limit AHL’s ability to obtain cash from its subsidiaries. In addition to the specific restrictions described above, AHL’s subsidiaries, as members of its insurance holding company system, are subject to various statutory and regulatory restrictions on their ability to pay dividends to AHL, as further described under “Business—Regulation—United States—Restrictions on Dividends and Other Distributions” and “Business—Regulation—Bermuda—MMS, ECR and Restrictions on Dividends and Distributions.”

AHL may in the future incur indebtedness in order to pay dividends to shareholders. If AHL did determine to incur additional indebtedness in order to pay dividends, such dividends would be subject to the terms of AHL’s existing indebtedness as well as any credit agreement that AHL may enter into in the future. See “Description of Certain Indebtedness—Credit Facility.” AHL does not currently anticipate paying any regular cash dividends on its common shares following this offering. Any decision to declare and pay dividends in the future will be made at the discretion of AHL’s board of directors and will depend on, among other things, AHL’s results of operations, financial condition, cash requirements, contractual restrictions and other factors that AHL’s board of directors may deem relevant. Therefore, any return on investment in AHL’s common stock may be solely dependent upon the appreciation of the price of AHL’s common stock on the open market, which may not occur.

Fulfilling our obligations incident to being a public company, including with respect to the requirements of and related rules under the Sarbanes-Oxley Act of 2002 will be expensive and time-consuming, and any delays or difficulties in satisfying these obligations could have a material adverse effect on our future results of operations and our share price.

We have historically operated as a private company and have not been subject to the same financial and other reporting and corporate governance requirements as a public company. As a public company, we will be required, among other things, to:

- prepare and file periodic reports, and distribute other shareholder communications, in compliance with the federal securities laws and NYSE rules;
- define and expand the roles and the duties of our board of directors and its committees;
- institute more comprehensive compliance, investor relations and internal audit functions; and
- evaluate and maintain our system of internal control over financial reporting, and report on management’s assessment thereof, in compliance with rules and regulations of the SEC and the Public Company Accounting Oversight Board.

The changes necessitated by becoming a public company will require a significant commitment of additional resources and management oversight which will increase our operating costs. These changes will also place significant additional demands on our actuarial, finance and accounting staff, who may not have prior public company experience or experience working for a newly public company, and on our financial accounting and information systems. We may in the future hire additional accounting and financial staff with appropriate public company reporting experience and technical accounting knowledge. Other expenses associated with being a public company include, but are not limited to, increases in auditing, accounting and legal fees and expenses, investor relations expenses, increased directors’ fees and director and officer liability insurance costs, registrar and transfer agent fees and listing fees.

In particular, upon completion of this offering, the Sarbanes-Oxley Act of 2002 will require us to document and test the effectiveness of our internal control over financial reporting in accordance with an established

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internal control framework, and to report on our conclusions as to the effectiveness of our internal controls. As described in “—We previously identified material weaknesses in our internal control over financial reporting. If we fail to maintain effective internal control over financial reporting, we may not be able to accurately report our consolidated financial results,” we previously identified material weaknesses in our internal control over financial reporting. Likewise, our independent registered public accounting firm will be required to provide an attestation report on the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, starting with the filing of our annual report on Form 10-K for the year ended December 31, 2017. In addition, upon completion of this offering, we will be required under the Exchange Act to maintain disclosure controls and procedures and internal control over financial reporting. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. If we are unable to conclude that we have effective internal control over financial reporting, investors could lose confidence in the reliability of our financial statements. This could result in a decrease in the value of our common shares. Failure to comply with the Sarbanes-Oxley Act of 2002 could potentially subject us to sanctions or investigations by the SEC, the NYSE or other regulatory authorities.

Holders of our shares may have difficulty effecting service of process on us or enforcing judgments against us in the United States.

AHL is incorporated pursuant to the laws of Bermuda and is domiciled in Bermuda. In addition, certain of our directors and officers reside outside the United States, and a substantial portion of our assets are located in jurisdictions outside the United States. As such, we have been advised that there is doubt as to whether:

- a holder of our shares would be able to enforce, in the courts of Bermuda, judgments of U.S. courts against us or against persons who reside in Bermuda based upon the civil liability provisions of the U.S. federal securities laws; or
- a holder of our shares would be able to bring an original action in the Bermuda courts to enforce liabilities against us or our directors and officers who reside outside the United States based solely upon U.S. federal securities laws.

Further, we have been advised that there is no treaty in effect between the United States and Bermuda providing for the enforcement of judgments of U.S. courts, and there are grounds upon which Bermuda courts may not enforce judgments of U.S. courts. Because judgments of U.S. courts are not automatically enforceable in Bermuda, it may be difficult for you to recover against us based upon such judgments. Additionally, we have been advised that the United States and Bermuda do not currently have a treaty providing for reciprocal recognition and enforcement of judgments in civil and commercial matters. A Bermuda court may, however, impose civil liability on us or our directors or officers in a suit brought in the Supreme Court of Bermuda provided that the facts alleged constitute or give rise to a cause of action under Bermuda law. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies under the U.S. federal securities laws, would not be allowed in Bermuda courts to the extent that they are contrary to public policy.

Our choice of forum provisions in our bye-laws may limit your ability to bring suits against us or our directors and officers.

Our bye-laws currently provide that if any dispute arises concerning the Companies Act or out of or in connection with our bye-laws, including any question regarding the existence and scope of any bye-law and/or whether there has been a breach of the Companies Act or our bye-laws by an officer or director (whether or not such a claim is brought in the name of a shareholder or in the name of the company), any such dispute shall be subject to the exclusive jurisdiction of the Supreme Court of Bermuda. This choice of forum provision may limit a shareholder’s ability to bring a claim in a judicial forum that the shareholder believes is favorable for disputes with us or our directors or officers, which may discourage lawsuits against us and our directors and officers. Alternatively, if a court were to find this provision of our bye-laws inapplicable to, or unenforceable in respect

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of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business and financial condition.

U.S. persons who own our shares may have more difficulty in protecting their interests than U.S. persons who are shareholders of a U.S. corporation.

The Companies Act, which applies to AHL, differs in certain material respects from laws generally applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant provisions of the Companies Act and our bye-laws which differ in certain respects from provisions of Delaware corporate law. Because the following statements are summaries, they do not discuss all aspects of Bermuda law that may be relevant to us and our shareholders.

Interested Directors

Bermuda law provides that we cannot void any transaction we enter into in which a director has an interest, nor can such director be liable to us for any profit realized pursuant to such transaction, provided the nature of the interest is disclosed at the first opportunity at a meeting of directors, or in writing, to the directors. Under Delaware law such transaction would not be voidable if:

- the material facts as to such interested director's relationship or interests were disclosed or were known to the board of directors and the board of directors had in good faith authorized the transaction by the affirmative vote of a majority of the disinterested directors;
- such material facts were disclosed or were known to the shareholders entitled to vote on such transaction and the transaction was specifically approved in good faith by vote of the majority of shares entitled to vote thereon; or
- the transaction was fair to the corporation as of the time it was authorized, approved or ratified.

Under Delaware law, the interested director could be held liable for a transaction in which the director derived an improper personal benefit.

Shareholders' Suits

The rights of shareholders under Bermuda law are not as extensive as the rights of shareholders in many U.S. jurisdictions. Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. However, the Bermuda courts ordinarily would be expected to follow English case law precedent, which would permit a shareholder to commence an action in the name of the company to remedy a wrong done to the company where an act is alleged to be beyond the corporate power of the company, is illegal or would result in the violation of our memorandum of association or bye-laws. Furthermore, a court would consider acts that are alleged to constitute a fraud against the minority shareholders or acts requiring the approval of a greater percentage of our shareholders than actually approved it. The winning party in such an action generally would be able to recover a portion of attorneys' fees incurred in connection with such action. Class actions and derivative actions generally are available to shareholders under Delaware law for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action. See "Enforcement of Civil Liabilities Under U.S. Federal Securities Laws."

Indemnification of Directors

Prior to the completion of this offering, we entered into indemnification agreements with our directors and officers. The indemnification agreements provide that we will indemnify our directors and officers or any person appointed to any committee by the board of directors acting in their capacity as such for any loss arising or

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liability attaching to them by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to Athene other than in respect of his own bad faith, fraud or willful misconduct. However, we are required to indemnify our directors and officers in any proceeding in which they are successful. The indemnification agreements are limited to those payments that are lawful under Bermuda law. See “Comparison of Shareholder Rights.”

Furthermore, pursuant to our bye-laws, our shareholders have agreed to waive any claim or right of action such shareholder may have, whether individually or by or in right of AHL, against any director or officer of AHL on account of any action taken by such director or officer, or the failure of such director or officer to take any action in the performance of his or her duties with or for AHL or any subsidiary of AHL; provided that such waiver does not extend to any matter in respect of any fraud or dishonesty which may attach to such director or officer.

If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our share price and trading volume could decline.

The trading market for our Class A common shares will depend in part on the research and reports that securities or industry analysts publish about us or our business. We do not currently have and may never obtain research coverage by securities and industry analysts. If there is no coverage of our company by securities or industry analysts, the trading price for our Class A common shares would be negatively impacted. In the event we obtain securities or industry analyst coverage, or if one or more of these analysts downgrades our Class A common shares or publishes misleading or unfavorable research about our business, our share price would likely decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our Class A common shares could decrease, which could cause our share price or trading volume to decline.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND MARKET DATA

This prospectus contains forward-looking statements that are subject to certain risks and uncertainties. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “seek,” “assume,” “believe,” “may,” “will,” “should,” “could,” “would,” “likely” and other words and terms of similar meaning, including the negative of these or similar words and terms, in connection with any discussion of the timing or nature of future operating or financial performance or other events. However, not all forward-looking statements contain these identifying words. Forward-looking statements appear in a number of places throughout this prospectus and give our current expectations and projections relating to our financial condition, results of operations, plans, strategies, objectives, future performance, business and other matters.

We caution you that forward-looking statements are not guarantees of future performance and that our actual consolidated results of operations, financial condition and liquidity may differ materially from those made in or suggested by the forward-looking statements contained in this prospectus. There can be no assurance that actual developments will be those anticipated by us. In addition, even if our consolidated results of operations, financial condition and liquidity are consistent with the forward-looking statements contained in this prospectus, those results or developments may not be indicative of results or developments in subsequent periods. A number of important factors could cause actual results or conditions to differ materially from those contained or implied by the forward-looking statements, including the risks discussed in “Risk Factors.” Factors that could cause actual results or conditions to differ from those reflected in the forward-looking statements contained in this prospectus include:

- the accuracy of management’s assumptions and estimates;
- variability in the amount of statutory capital that our insurance and reinsurance subsidiaries have;
- interest rate fluctuations;
- our potential need for additional capital in the future and the potential unavailability of such capital to us on favorable terms or at all;
- the activities of our competitors and our ability to grow our retail business in a highly competitive environment;
- the impact of general economic conditions on our ability to sell our products and the fair value of our investments;
- our ability to successfully acquire new companies or businesses and/or integrate such acquisitions into our existing framework;
- downgrades, potential downgrades or other negative actions by rating agencies;
- our dependence on key executives and inability to attract qualified personnel, or the potential loss of Bermudian personnel as a result of Bermuda employment restrictions;
- market and credit risks that could diminish the value of our investments;
- foreign currency fluctuations;
- effects of Brexit on our business, investments and growth strategy;
- introduction of an EU FTT;
- potential litigation (including class action litigation), enforcement investigations or regulatory scrutiny against us and our subsidiaries, which we may be required to defend against or respond to;
- the impact of new accounting rules or changes to existing accounting rules on our business;
- interruption or other operational failures in telecommunication and information technology and other operating systems, as well as our ability to maintain the security of those systems;

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- the termination by AAM or AAME of its IMAs with us and limitations on our ability to terminate such arrangements;
- AAM's or AAME's dependence on key executives and inability to attract qualified personnel;
- increased regulation or scrutiny of alternative investment advisers and certain trading methods;
- potential changes to regulations affecting, among other things, transactions with our affiliates, the ability of our subsidiaries to make dividend payments or distributions to us, acquisitions by or of us, minimum capitalization and statutory reserve requirements for insurance companies and fiduciary obligations on parties who distribute our products;
- suspension or revocation of our subsidiaries' insurance and reinsurance licenses;
- AHL or ALRe becoming subject to U.S. federal income taxation;
- adverse changes in U.S. tax law;
- our being subject to U.S. withholding tax under FATCA;
- our potential inability to pay dividends or distributions; and
- other risks and factors listed under "Risk Factors" and elsewhere in this prospectus.

We caution you that the important factors referenced above may not contain all of the factors that are important to you in making a decision to invest in our Class A common shares. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect or anticipate. In light of these risks, you should not place undue reliance upon any forward-looking statements contained in this prospectus. The forward-looking statements included in this prospectus are made only as of the date hereof. We undertake no obligation, except as may be required by law, to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise. Comparisons of results for current and any prior periods are not intended to express any future trends, or indications of future performance, unless expressed as such, and should only be viewed as historical data.

USE OF PROCEEDS

Based upon an assumed initial public offering price of \$ per Class A common share, which is the mid-point of the price range set forth on the cover page of this prospectus, we estimate that we will receive net proceeds from this offering of approximately \$ million (or approximately \$ million if the underwriters exercise their option to purchase additional Class A common shares in full), after deducting estimated underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us of approximately \$ million. See “Underwriting.”

We will not receive any proceeds from the sale of the Class A common shares being sold by the selling shareholders in this offering. See “Principal and Selling Shareholders—Selling Shareholders.”

We intend to use the net proceeds we receive from this offering (including proceeds from the underwriters’ exercise of their option to purchase additional Class A common shares from us) for general corporate purposes, which may include working capital and funding our organic and inorganic growth strategies.

A \$1.00 increase or decrease in the assumed initial public offering price of \$ per Class A common share (which is the mid-point of the price range set forth on the cover page of this prospectus) would increase or decrease the net proceeds to us from this offering by \$, assuming that the number of Class A common shares offered by us set forth on the front cover of this prospectus remains the same, and after deducting the underwriting discount and commissions in connection with this offering and estimated offering expenses payable by us. An increase or decrease of Class A common shares in the number of Class A common shares offered by us would increase or decrease the total consideration paid to us by new investors by \$, assuming the initial public offering price of \$ (the mid-point of the price range set forth on the cover page of this prospectus), remains the same, and after deducting the underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us. The information discussed above is illustrative only and will vary based on the actual public offering price and other terms of this offering determined at pricing.

DIVIDEND POLICY

We do not currently pay dividends on any of our common shares and we currently intend to retain all available funds and any future earnings for use in the operation of our business. We may, however, pay cash dividends on our common shares, including our Class A common shares, in the future. Any future determination to pay dividends will be made at the discretion of our board of directors and will depend upon many factors, including our financial condition, earnings, legal and regulatory requirements, restrictions in our debt agreements and other factors our board of directors deems relevant. While we do not currently have any preference shares, if we issue such shares in the future, our board of directors may declare and pay a dividend on one or more classes of shares to the extent one or more classes of shares ranks senior to or has a priority over another class of shares. Our ability to pay dividends on our Class A common shares is limited by the terms of our existing indebtedness and may be restricted by the terms of any future credit agreement or any future debt or preferred securities of ours or of our subsidiaries. See “Description of Certain Indebtedness—Credit Facility” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Holding Company Liquidity.”

Furthermore, AHL is a holding company and it has no direct operations. All of AHL’s business operations are conducted through its subsidiaries. Any dividends AHL pays will depend upon its funds legally available for distribution, including dividends from its subsidiaries. AHL’s insurance subsidiaries are highly regulated and are required to comply with various conditions before they are able to pay dividends or make distributions to AHL. See “Business—Regulation—United States—Restrictions on Dividends and Other Distributions.” In addition, any dividends payable to AHL by its U.S. insurance subsidiaries, if permitted, would be subject to a 30% withholding tax.

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and capitalization as of June 30, 2016:

- on an actual basis; and
- on an as adjusted basis to give effect to the issuance and sale by us of shares of our Class A common shares in this offering at an assumed initial public offering price of \$ per Class A common share, which is the mid-point of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us.

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Our capitalization presented below is illustrative only and is based on the mid-point of the price range set forth on the cover page of this prospectus. Our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price. You should read the following table in conjunction with the sections entitled "Use of Proceeds," "Selected Historical Consolidated Financial and Operating Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and notes thereto.

	June 30, 2016	
	Actual	As Adjusted, Giving Effect to the Offering
	(dollars in millions, except per share data)	
Cash and cash equivalents ⁽¹⁾	\$3,313	\$
Borrowings of consolidated variable interest entities	\$ 500	
Equity:		
Class A common shares, \$0.001 par value per share: (1) actual: 425,000,000 shares authorized, 50,217,445 shares issued and outstanding, and (2) giving effect to this offering and those Class M common shares that have vested: shares issued and outstanding		—
Class B common shares, \$0.001 par value per share: actual: 325,000,000 shares authorized, 135,963,975 shares issued and outstanding		—
Class M-1 common shares, \$0.001 par value per share: (1) actual: 7,109,560 shares authorized, 4,927,730 shares issued and outstanding and (2) Class M-1 common shares that are unvested: shares issued and outstanding		—
Class M-2 common shares, \$0.001 par value per share: (1) actual: 5,000,000 shares authorized, 2,964,395 shares issued and outstanding and (2) Class M-2 common shares that are unvested: shares issued and outstanding		—
Class M-3 common shares, \$0.001 par value per share: (1) actual: 7,500,000 shares authorized, 2,886,000 shares issued and outstanding and (2) Class M-3 common shares that are unvested: shares issued and outstanding		—
Class M-4 common shares, \$0.001 par value per share: (1) actual: 7,500,000 shares authorized, 5,530,572 shares issued and outstanding and (2) Class M-4 common shares that are unvested: shares issued and outstanding		—
Additional paid-in capital		3,276
Retained earnings		2,592
Accumulated other comprehensive income		569
Total AHL shareholders' equity		6,437
Noncontrolling interest		1
Total equity		6,438
Total capitalization		\$6,938

(1) Includes cash and cash equivalents of consolidated VIEs.

DILUTION

Our net tangible book value as of June 30, 2016 was \$3.7 billion, or \$19.74 per Class A and Class B common share. Net tangible book value per Class A and Class B share before the offering has been determined by dividing net tangible book value (total book value of tangible assets less total liabilities) by the number of Class A and Class B common shares outstanding as of June 30, 2016. Each Class B common share is convertible into a Class A common share on a one to one basis.

After giving effect to the sale of Class A common shares sold by us in this offering at an assumed initial public offering price of \$ per Class A common share (the mid-point of the price range set forth on the cover page of this prospectus) and after deducting the underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us and the application of the net proceeds therefrom as described in "Use of Proceeds," our pro forma as adjusted net tangible book value as of June 30, 2016 would have been \$, or \$ per Class A and Class B common share. This represents an immediate increase in pro forma as adjusted net tangible book value per Class A and Class B common share of \$ to the existing shareholders and an immediate dilution in as adjusted net tangible book value per Class A common share of \$ to new investors who purchase the Class A common shares in this offering. The following table illustrates this per Class A common share dilution to new investors:

Assumed initial public offering price per share		\$
Pro forma net tangible book value per share as of June 30, 2016	\$	
Increase in pro forma net tangible book value per share attributable to new investors in this offering	\$	
Pro forma as adjusted net tangible book value per share after this offering		\$
Dilution of net tangible book value per share to new investors		\$

A \$1.00 increase or decrease in the assumed initial public offering price of \$ per Class A common share (the mid-point of the price range set forth on the cover page of this prospectus) would increase or decrease total pro forma net tangible book value per share after this offering by per Class A and Class B common share and the dilution to new investors by per Class A common share, assuming that the number of shares offered by us set forth on the front cover of this prospectus remains the same, and after deducting the underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us.

The following table summarizes, as of June 30, 2016, on the pro forma as adjusted basis described above, the total number of Class A common shares purchased from us, the total consideration paid to us and the average price paid per share by the existing shareholders and by new investors purchasing shares from us in this offering, based on an initial public offering price of \$ per Class A common share (the mid-point of the price range set forth on the cover page of this prospectus) before deducting the underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us (amounts in thousands, except percentages and per share data):

	Class A Common Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing holders of common shares ⁽¹⁾					
New investors ⁽¹⁾					
Total					

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- (1) The number of shares disclosed for the existing shareholders includes _____ Class A common shares being sold by the selling shareholders in this offering. The number of shares disclosed for the new investors includes _____ shares being purchased by the new investors from the selling shareholders in this offering. The sale of shares of Class A common shares to be sold by the selling shareholders in this offering will reduce the number of Class A and Class B common shares held by existing shareholders to _____ shares, or _____ % of the total Class A and Class B common shares outstanding, and will increase the number of shares held by investors participating in this offering to _____ shares, or _____ % of the total Class A and Class B common shares outstanding.

A \$1.00 increase or decrease in the assumed initial public offering price of \$ _____ per share (the mid-point of the price range set forth on the cover page of this prospectus) would increase or decrease total consideration paid by new investors in Class A common shares and total consideration paid by all holders of Class A and Class B common shares by \$ _____ million, assuming that the number of shares offered by us set forth on the front cover of this prospectus remains the same, and after deducting the underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us. An increase or decrease of 1,000,000 shares in the number of shares offered by us would increase or decrease the total consideration paid to us by new investors in Class A common shares and total consideration paid to us by all holders of Class A and Class B common shares by \$ _____ million, assuming the assumed initial public offering price of \$ _____ per share (the mid-point of the price range set forth on the cover page of this prospectus) remains the same and after deducting the underwriting discounts and commissions in connection with this offering and estimated offering expenses payable by us.

If the underwriters exercise in full their option to purchase additional shares, the number of Class A and Class B common shares held by existing shareholders after the completion of this offering and after giving effect to the sale by the selling shareholders of _____ Class A common shares in this offering will be _____, or _____ % of the total Class A and Class B common shares outstanding after this offering, and the number of shares of Class A common shares held by new investors will be _____, or _____ % of the total Class A and Class B common shares outstanding after this offering.

The number of Class A and Class B common shares to be outstanding after this offering is based on (1) 50,217,445 shares of Class A common shares outstanding as of June 30, 2016, (2) the number of Class A common shares offered in this offering and (3) 135,963,975 shares of Class B common shares outstanding as of June 30, 2016, and excludes:

- _____ shares of outstanding restricted Class M common shares with a weighted average conversion price of \$ _____ per share, which following the completion of this offering will be convertible (subject to vesting) for _____ Class A common shares; and
- _____ options outstanding under our share option plans or share options to be granted at or after this offering.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL AND OPERATING DATA

The following tables set forth our selected historical consolidated financial and operating data. The selected historical consolidated financial data as of June 30, 2016, and for the six months ended June 30, 2016 and 2015, have been derived from our historical unaudited condensed consolidated financial statements and notes thereto included elsewhere in this prospectus. The selected historical consolidated financial data, as it relates to each of the years from 2011 through 2015, has been derived from our annual financial statements. The selected historical consolidated financial data as of December 31, 2015 and 2014, and each of the three years in the period ended December 31, 2015, have been derived from our historical audited consolidated financial statements and notes thereto included elsewhere in this prospectus. Our historical results are not necessarily indicative of future operating results and the results for any interim period are not necessarily indicative of the results that may be expected for a full fiscal year.

You should read this information in conjunction with “Use of Proceeds,” “Capitalization,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” our consolidated financial statements and notes thereto and the consolidated financial statements of Aviva USA and notes thereto, in each case, included elsewhere in this prospectus.

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Selected historical consolidated financial and operating data are as follows (dollars in millions, except per share data):

	Six months ended June 30,		Years ended December 31,				
	2016(2)	2015	2015(1)(2)	2014	2013(1)	2012(1)	2011(1)
Consolidated Statements of Income Data:							
Total revenues	\$ 1,769	\$ 1,347	\$ 2,616	\$ 4,100	\$ 1,749	\$ 1,017	\$ (857)
Total benefits and expenses	1,473	1,050	2,024	3,568	760	653	(860)
Income before income taxes	296	297	592	532	989	365	3
Net income available to AHL shareholders	279	248	562	463	916	377	—
Operating income (loss), net of tax (a non-GAAP measure)	330	311	740	793	777	232	(9)
ROE	9.5%	9.8%	11.3%	12.7%	39.6%	30.0%	(0.1)%
ROE excluding AOCI (a non-GAAP measure)	9.7%	10.8%	11.8%	14.0%	42.2%	32.9%	(0.1)%
Operating ROE excluding AOCI (a non-GAAP measure)	11.5%	13.5%	15.6%	24.0%	35.8%	20.3%	(1.8)%
Earnings (loss) per share on Class A and Class B common shares:							
Basic	\$ 1.50	\$ 1.51	\$ 3.21	\$ 3.58	\$ 8.07	\$ 5.59	\$ (0.01)
Diluted	\$ 1.50	\$ 1.51	\$ 3.21	\$ 3.52	\$ 7.96	\$ 5.59	\$ (0.01)
Operating earnings (loss) per share on Class A and Class B common shares (a non-GAAP measure):							
Diluted	\$ 1.77	\$ 1.89	\$ 4.23	\$ 6.03	\$ 6.75	\$ 3.45	\$ (0.22)
Weighted average Class A and Class B common shares outstanding:							
Basic	186,006,656	164,324,327	175,091,802	129,519,108	113,506,457	67,343,297	41,434,233
Diluted	186,087,906	164,344,396	175,178,648	131,608,464	115,110,030	67,343,297	41,434,233

	June 30,	December 31,				
	2016(2)	2015(1)(2)	2014	2013(1)	2012(1)	2011(1)
Consolidated Balance Sheet Data:						
Investments, including related parties	\$ 68,860	\$ 64,525	\$ 60,631	\$ 58,156	\$ 13,911	\$ 9,364
Investments of consolidated variable interest entities	1,510	1,565	3,409	4,348	2,478	941
Total assets	84,301	80,854	82,710	80,807	19,315	13,475
Interest sensitive contract liabilities	58,797	57,296	60,641	60,386	13,264	10,357
Future policy benefits	14,745	14,540	11,137	10,712	2,462	1,467
Notes payable, including related party notes payable	—	—	—	351	153	40
Borrowings of consolidated variable interest entities	500	500	2,017	2,413	1,225	725
Total liabilities	77,863	75,491	78,122	77,952	17,452	12,826
Total AHL shareholders' equity	6,437	5,362	4,555	2,761	1,863	648
Book value per share	\$ 34.62	\$ 28.81	\$ 32.29	\$ 23.99	\$ 16.61	\$ 10.92
Book value per share, excluding AOCI (a non-GAAP measure)	\$ 31.56	\$ 30.09	\$ 27.73	\$ 23.39	\$ 14.66	\$ 10.87
Class A and Class B common shares outstanding	186,181,420	186,115,240	141,035,628	115,099,947	112,088,679	59,318,698

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- (1) Reflects the acquisition of DLD from October 1, 2015, the acquisition of Aviva USA from October 2, 2013, the acquisition of Presidential Life Corporation from December 28, 2012, the acquisition of Investors Insurance Corporation from July 18, 2011 and the acquisition of Athene Annuity (formerly known as Liberty Life) from April 29, 2011.
- (2) Effective August 1, 2015, AAIA agreed to novate certain open blocks of business ceded to Accordia, an affiliate of Global Atlantic, and amended portions of reinsurance agreements between ALICNY and FAFLIC, an affiliate of Global Atlantic, which changed the reinsurance agreements from funds withheld coinsurance to coinsurance agreements. Refer to “Note 7 – Reinsurance” to our unaudited condensed consolidated financial statements and notes thereto and “Note 9 – Reinsurance” to our audited consolidated financial statements and notes thereto included elsewhere in this prospectus.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

Management's discussion and analysis of our financial condition and results of operations should be read in conjunction with the sections entitled "Prospectus Summary—Summary Historical Consolidated Financial and Operating Data," "Selected Historical Consolidated Financial and Operating Data" and our consolidated financial statements and notes thereto included elsewhere in this prospectus. This discussion includes forward-looking statements and involves numerous risks and uncertainties, including, but not limited to those described in the "Risk Factors" section of this prospectus. See "Special Note Regarding Forward-Looking Statements and Market Data." Future results could differ significantly from the historical results presented in this section.

Overview

We are a leading retirement services company that issues, reinsures and acquires retirement savings products designed for the increasing number of individuals and institutions seeking to fund retirement needs. We generate attractive financial results for our policyholders and shareholders by combining our two core competencies of (1) sourcing long-term, generally illiquid liabilities and (2) investing in a high quality investment portfolio, which takes advantage of the illiquid nature of our liabilities. Our steady and significant base of earnings generates capital that we opportunistically invest across our business to source attractively-priced liabilities and capitalize on opportunities. Our differentiated investment strategy benefits from our strategic relationship with Apollo and its indirect subsidiary, AAM. AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services, including investment compliance, tax, legal and risk management support. Our relationship with Apollo and AAM also provides us with access to Apollo's investment professionals across the world as well as Apollo's global asset management infrastructure that, as of June 30, 2016, supported more than \$186 billion of AUM across a broad array of asset classes. We are led by a highly skilled management team with extensive industry experience. We are based in Bermuda with our U.S. subsidiaries' headquarters located in Iowa.

We began operating in 2009 when the burdens of the financial crisis and resulting capital demands caused many companies to exit the retirement market, creating the need for a well-capitalized company with an experienced management team to fill the void. Taking advantage of this market dislocation, we have been able to acquire substantial blocks of long-duration liabilities and reinvest the related investments to produce profitable returns. We have established a significant base of earnings and as of June 30, 2016, have an expected annual investment margin of 2-3% over the 8.0 year weighted-average life of our deferred annuities, which make up a substantial portion of our reserve liabilities. Even as we have grown to \$68.9 billion in investments, including related parties, \$69.9 billion in invested assets and \$84.3 billion of total assets as of June 30, 2016, we have continued to approach both sides of the balance sheet with an opportunistic mindset because we believe quickly identifying and capitalizing on market dislocations allows us to generate attractive, risk-adjusted returns for our shareholders. Further, our multiple distribution channels support growing origination across market environments and better enable us to achieve continued balance sheet growth while maintaining attractive profitability. We believe that in a typical market environment, we will be able to profitably grow through our organic channels, including retail, flow reinsurance and institutional products. In more challenging market environments, we believe that we will see additional opportunities to grow through our inorganic channels, including acquisitions and block reinsurance, due to market stress during those periods.

As a result of our focus on issuing, reinsuring and acquiring attractively-priced liabilities, our differentiated investment strategy and our significant scale, for the six months ended June 30, 2016 and the year ended December 31, 2015, we generated an annualized investment margin on deferred annuities of 2.62% and 2.45%, respectively, and annualized operating ROE excluding AOCI of 19.1% and 22.7%, respectively, for our Retirement Services segment. We currently maintain what we believe to be high capital ratios for our rating and

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hold more than \$1 billion of excess capital, and view this excess as strategic capital available to reinvest into organic and inorganic growth opportunities. Because we hold such strategic capital to implement our opportunistic strategy and to enable us to explore deployment opportunities as they arise, and because we are investing for future growth, our annualized consolidated ROE for the six months ended June 30, 2016 and the year ended December 31, 2015 was 9.5% and 11.3%, respectively, and our consolidated annualized operating ROE excluding AOCI for the same periods was 11.5% and 15.6%, respectively.

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other. Retirement Services is comprised of our U.S. and Bermuda operations which issue and reinsure retirement savings products and institutional products. Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products.

We have developed organic and inorganic channels to address the retirement services market and grow our assets and liabilities. By focusing on the retirement services market, we believe that we will benefit from several demographic and economic trends, including the increasing number of retirees in the United States, the lack of tax advantaged alternatives for people trying to save for retirement and expectations of a rising interest rate environment. To date, most of our products sold and acquired have been fixed annuities, which offer people saving for retirement a product that is tax advantaged, has a minimum guaranteed rate of return or minimum cash value and provides protection against investment loss. Our policies often include surrender charges (85% of our annuity products, as of June 30, 2016) or MVAs (72% of our annuity products, as of June 30, 2016), both of which increase persistency and protect our ability to meet our obligations to policyholders. Our organic channels, including retail, flow reinsurance and institutional products, provided deposits of \$4.0 billion and \$1.8 billion for the six months ended June 30, 2016 and 2015, respectively, and provided deposits of \$3.9 billion, \$2.9 billion and \$1.5 billion for the years ended December 31, 2015, 2014 and 2013, respectively. We believe the 2015 upgrade of our financial strength ratings to A- by each of S&P, Fitch and A.M. Best, as well as our 2016 outlook upgrade to positive by A.M. Best and our recent FIA and MYGA new product launches, have enabled and will continue to enable us to increase penetration in our existing organic channels, and access new markets within our retail channel, such as financial institutions. This increased penetration will allow us to source additional volumes of profitably underwritten liabilities. Our inorganic channels, including acquisitions and block reinsurance, have contributed significantly to our growth. We believe our internal acquisitions team, with support from Apollo, has an industry-leading ability to source, underwrite, and expeditiously close transactions, which makes us a competitive counterparty for acquisition or block reinsurance transactions. The aggregate purchase price of our acquisitions was less than the aggregate statutory book value of the businesses acquired.

We plan to grow organically by expanding our retail, reinsurance and institutional product distribution channels. We believe that we have the right people, infrastructure and scale to position us for continued growth. Within our retail channel we had fixed annuity sales of \$1.8 billion and \$1.3 billion for the six months ended June 30, 2016 and 2015, respectively, and sales of \$2.5 billion, \$2.5 billion and \$1.3 billion for the years ended December 31, 2015, 2014 and 2013, respectively. We aim to grow our retail channel in the United States by deepening our relationships with our approximately 60 IMOs and approximately 29,000 independent agents. Our strong financial position and capital efficient products allow us to be a dependable partner with IMOs and consistently write new business. We work with our IMOs to develop customized, and at times exclusive, products that help drive sales. We expect our retail channel to continue to benefit from the ratings upgrade in 2015, our improving credit profile and recent product launches. We believe this should support growth in sales at our desired cost of crediting through increased volumes via current IMOs and access to new distribution channels, including small to mid-sized banks and regional broker-dealers. We are implementing the necessary technology platform, hiring and training a specialized sales force, and have created products to capture new potential distribution opportunities. Our reinsurance channel also benefited from the 2015 ratings upgrade. We target reinsurance business consistent with our preferred liability characteristics, and as such, reinsurance provides another opportunistic channel for us to source long-term liabilities with attractive crediting rates. For the six months ended June 30, 2016, we generated deposits through our flow reinsurance channel of \$2.2 billion,

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while for the full year of 2015, we generated deposits of \$1.1 billion, up from \$167 million in 2013. We expect to grow this channel further as we continue to add new partners, some of which prefer to do business with higher rated counterparties such as us. In addition, after having sold our first funding agreement under our FABN program in 2015, we expect to grow this channel over time.

Acquisition Summary Included in Results of Operations

The following description of our financial condition and results of operations reflect the acquisitions of Aviva USA and DLD, as well as certain reinsurance and other transactions entered into in connection with such acquisitions. The significant impact of these transactions has a material effect on the comparability of our historical results. For this reason in particular, historical discussions of changes between periods are not necessarily indicative of future results. To enhance comparability of June 30, 2016 and 2015, and December 31, 2015, 2014 and 2013 results, we highlight the financial results applicable to the acquisitions of Aviva USA and DLD where meaningful.

On October 2, 2013, we acquired 100% of the common shares of Aviva USA from Aviva plc. and renamed the business Athene USA. At closing, we ceded substantially all of the risk of Aviva USA's life insurance business to affiliates of Global Atlantic. As a result of the acquisition, we acquired \$58.2 billion of assets and \$57.5 billion of liabilities, excluding the impact of reinsurance transactions and grew to approximately four times our size immediately prior to the acquisition (as measured by total assets). We recognized a bargain purchase gain related to this transaction of \$152 million in our 2013 financial results. The increase in assets and liabilities related to this acquisition are reflected in the results of operations discussed in this section and drove the majority of our variances when comparing 2014 and 2013.

As part of our acquisition of Aviva USA, we effectuated a sale of substantially all of Aviva USA's life insurance business by reinsuring such business to affiliates of Global Atlantic. We entered into a 100% coinsurance and assumption agreement with Accordia covering all open block life insurance business issued by AAIA, with the exception of enhanced guarantee universal life insurance products. In addition, the coinsurance and assumption agreement provides separate excess of loss coverage for policy liabilities of AAIA related to the former AmerUs Life Insurance Company ("AmerUs") closed block ("AmerUs Closed Block") that are also subject to existing reinsurance through Athene Re USA IV, Inc. (formerly known as Aviva Re IV, "Athene Re IV"). We have elected the fair value option to value the AmerUs Closed Block, whereby the unrealized gains and losses on the assets flow through the income statement with a fair value liability offsetting the asset movements in the future policy and other policy benefits line of our consolidated financial statements.

On October 1, 2015, we acquired 100% of the outstanding shares of DLD from Delta Lloyd N.V., an Amsterdam-based financial services provider. As a result of the acquisition, we acquired \$5.9 billion of assets and \$5.9 billion of liabilities (as of the acquisition date) and began operating in Germany.

Industry Trends and Competition

Market Conditions

Our business and results of operations are materially affected by conditions in the global capital markets and the economy generally. A general economic slowdown could adversely affect us in the form of changes in consumer behavior and decreases in the returns on and value of our investment portfolio. Concerns over the slow economic recovery, the level of U.S. national debt, currency fluctuations and volatility, the stability of the EU, Brexit and the potential exit of certain other EU members, the rate of growth of China and other Asian economies, unemployment, the availability and cost of credit, the U.S. housing market, inflation levels, negative interest rates, energy costs and geopolitical issues have contributed to increased volatility and diminished expectations for the economy and the markets. Declining economic growth rates globally and resultant diverging paths of monetary policy could increase volatility in the credit markets, potentially impacting the availability and cost of credit. Factors such as equity prices, equity market volatility, interest rates, counterparty risks, availability of credit, inflation rates, economic uncertainty, changes in laws or regulations (including laws relating to the

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financial markets generally or the taxation or regulation of the insurance industry), trade barriers, commodity prices, currency exchange rates and controls and national and international political circumstances (including governmental instability, wars, terrorist acts or security operations) can have a material impact on the value of our investment portfolio and our ability to sell our products. We adjust the structure of our products depending on the economic environment, the behavior of customers and other factors, including mortality rates, morbidity rates, cap rates, rollup rates, annuitization rates and lapse rates, which can vary in response to changes in market conditions. We believe continued economic growth, stable financial markets and a potentially rising interest rate environment may ultimately enhance the attractiveness of our product portfolio. However, we remain exposed to potential slowdowns in economic activity, which could be characterized by rising unemployment, falling interest rates, widening credit spreads and an increase in corporate credit and real estate-related defaults.

Interest Rate Environment

As a retirement services company focused on issuing and reinsuring fixed annuities, we are affected by the monetary policy of the Federal Reserve in the United States as well as other central banks around the world. In spite of the Federal Reserve increasing federal funds rates in December 2015 for the first time in almost a decade, interest rates in the United States remain lower than historical levels. The lower interest rates in part are due to a number of actions taken in recent years by the Federal Reserve in an effort to stimulate economic activity. Any future increases in federal funds rates are uncertain and will depend on the economic outlook.

Our investment portfolio consists predominantly of fixed maturity investments. See “—Consolidated Investment Portfolio.” If prevailing interest rates were to rise, we believe the yield on our new investment purchases would also rise and the value of our existing investments may decline. If prevailing interest rates were to decline, it is likely that the yield on our new investment purchases would decline. We address interest rate risk through managing the duration of the liabilities we source with assets we acquire and through ALM modeling. We endeavor to limit reinvestment risk related to cash flows by managing our asset portfolio to ensure it provides adequate cash flows to meet our expected policyholder benefit cash flows to within tolerable risk management limits. Our strategy is to achieve sustainable yields that allow us to maintain an attractive investment margin. As part of our investment strategy, we purchase floating rate investments, which we expect will perform well in a rising interest rate environment. Our investment portfolio includes \$19.2 billion of floating rate investments, or approximately 27% of our total invested assets as of June 30, 2016. As part of our reinvestment strategy for the investment portfolios of our acquired companies, we generally seek to reinvest assets at yields higher than the related assets being liquidated for reinvestment. We continuously seek to optimize our investment portfolio to achieve favorable returns over the long term.

If prevailing interest rates were to rise, we believe our products would be more attractive to consumers and our sales would likely increase. In periods of prolonged low interest rates, the investment margin earned on deferred annuities may be negatively impacted to the extent our ability to reduce policyholder crediting rates are limited by policyholder guarantees in the form of minimum crediting rates. Additionally, certain policies may exhibit lower profitability in periods of prolonged low interest rates due to reduced investment income. As of June 30, 2016, most of our products were fixed annuities with approximately 35% of our FIAs at the minimum guarantees and approximately 57% of our fixed rate annuities at the minimum crediting rates. As of June 30, 2016, minimum guarantees on all of our deferred annuities, including those with crediting rates already at their minimum guarantees, were, on average, 65 to 75 basis points below the crediting rates on such deferred annuities, allowing us room to reduce rates before reaching the minimum guarantees. The remaining liabilities are associated with immediate annuities, funding agreements or life contracts which have crediting rates or costs that are less sensitive or insensitive to interest rate movements. A significant majority of our products have crediting rates that we may reset annually upon renewal following the expiration of the current guaranteed period. While we have the contractual ability to lower these crediting rates to the guaranteed minimum levels, our willingness to do so may be limited by competitive pressures.

See “—Quantitative and Qualitative Disclosures About Market Risk” for more detail on market risk, which includes interest rate and other significant risks and our strategies for managing these risks.

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Demographics

Over the next four decades, the retirement-age population is expected to experience unprecedented growth. Technological advances and improvements in healthcare are projected to continue to contribute to increasing average life expectancy, and aging individuals must be prepared to fund retirement periods that will last longer than ever before. Further, many working households in the United States do not have adequate retirement savings. As a tool for addressing the unmet need for retirement planning, we believe that many Americans have begun to look to tax-efficient savings products with low-risk or guaranteed return features and potential equity market upside, particularly as federal, state and local marginal tax rates have increased. Our tax-efficient savings products are well positioned to meet this increasing customer demand. The impact of this growth in demand may be offset to some extent by asset outflows as an increasing percentage of the population begins withdrawing assets to convert their savings into income.

We believe that our strong presence in the FIA market and strength of our relationships with IMOs position us to effectively serve consumers' demand in the rapidly growing retirement savings market. We expect our retail channel to continue to benefit from the ratings upgrade in 2015, our improving credit profile and recent product launches. We believe this should help us to grow sales at our desired cost of crediting through increased volumes via current IMOs and access to new distribution channels, including small to mid-sized banks and regional broker-dealers. We also believe that the 2015 financial strength ratings upgrades and our 2016 outlook upgrade to positive by A.M. Best have enabled and will continue to enable us to increase penetration in our existing organic channels, such as flow reinsurance and the FABN market while also helping us enter into the pension risk transfer market.

Competition

We operate in highly competitive markets. We face a variety of large and small industry participants, including diversified financial institutions and insurance and reinsurance companies. These companies compete in one form or another for the growing pool of retirement assets driven by a number of external factors such as the continued aging of the population and the reduction in safety nets provided by governments and private employers. In many segments, product differentiation is difficult as product development and life cycles have shortened. In addition, we have experienced pressure on fees as product unbundling and lower cost alternatives have emerged. As a result, scale and the ability to provide value-added services and build long-term relationships are important factors to compete effectively. We believe that our leading presence in the retirement market, diverse range of capabilities and broad distribution network uniquely position us to effectively serve consumers' increasing demand for retirement solutions, particularly in the FIA market.

According to LIMRA, total fixed annuity market sales in the United States were \$63.8 billion for the six months ended June 30, 2016, a 39.4% increase from the same time period in 2015. This increase was driven by an increase in traditional fixed rate deferred annuities of \$9.0 billion, or 66.7%, and an increase in FIA products of \$7.8 billion, or 32.4%. In the total fixed annuity market, for the six months ended June 30, 2016, we were the 12th largest company based on sales with a 2.8% market share and \$1.8 billion in sales. For the six months ended June 30, 2015, our market share was 2.9% with sales of \$1.3 billion.

According to LIMRA, total fixed annuity market sales in the United States were \$103.7 billion for the year ended December 31, 2015, a 7.1% increase from the same time period in 2014. This increase was largely driven by an increase in FIA products of 13.1% and an increase in traditional fixed rate deferred annuities of 3.6%. In the total fixed annuity market, for the year ended December 31, 2015, we were the 13th largest company based on sales with a 2.4% market share and \$2.5 billion in sales. For the year ended December 31, 2014, our market share was 2.6% with sales of \$2.5 billion.

FIA's are one of the fastest growing annuity products having grown from \$27.3 billion in 2005 to \$54.5 billion in sales for the year ended December 31, 2015. According to LIMRA, for the six months ended June 30, 2016, we were the 5th largest provider of FIA's in terms of sales, and our market share for the same period was 5.0% with sales of \$1.6 billion. For the six months ended June 30, 2015, our market share was 5.5%

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with sales of \$1.3 billion. According to LIMRA, for the year ended December 31, 2015, we were the 6th largest provider of FIAs based on sales, and our market share for the same period was 4.5% with sales of \$2.4 billion. For the year ended December 31, 2014, our market share was 5.0% with sales of \$2.4 billion.

Regulatory Developments

On April 6, 2016, the DOL issued a new regulation more broadly defining the circumstances under which a person is considered to be a fiduciary by reason of giving investment advice or recommendations to an employee benefit plan or a plan's participants or to IRA holders. In addition to releasing the investment advice regulation, the DOL: (1) issued a new prohibited transaction class exemption titled the "Best Interest Contract Exemption," to be used in connection with the sale of FIAs or variable annuities, and (2) updated the previously prohibited transaction class exemption 84-24, to be used in connection with the sale of traditional fixed rate annuities. We cannot predict with any certainty the impact of the new regulation and exemptions, but the regulation and exemptions may alter the way our products and services are marketed and sold, particularly to purchasers of IRAs and individual retirement annuities.

Key Operating and Non-GAAP Measures

In addition to our results presented in accordance with GAAP, our results of operations include certain non-GAAP measures commonly used in our industry. Management believes the use of these non-GAAP measures, together with the relevant GAAP measures, provides a better understanding of our results of operations and the underlying profitability drivers of our business. The majority of these non-GAAP measures are intended to remove from the results of operations the impact of market volatility (other than with respect to alternative investments) as well as integration, restructuring and certain other expenses which are not part of our underlying profitability drivers or likely to re-occur in the foreseeable future, as such items fluctuate from period-to-period in a manner inconsistent with these drivers. These measures should be considered supplementary to our results in accordance with GAAP and should not be viewed as a substitute for the GAAP measures. See "—Non-GAAP Measure Reconciliations" for the appropriate reconciliations to the GAAP measures.

Operating Income, Net of Tax

Operating income, net of tax, a commonly used operating measure in the life insurance industry, is a non-GAAP measure used to evaluate our financial performance excluding market volatility and expenses related to integration, restructuring, stock compensation, and other expenses. Our operating income, net of tax, equals net income available to AHL's shareholders adjusted to eliminate the impact of the following (collectively, the "non-operating adjustments"):

- **Investment Gains (Losses), Net of Offsets** - Investment gains (losses), net of offsets, consist of the realized gains and losses on the sale of AFS securities, the change in assumed modified coinsurance and funds withheld reinsurance embedded derivatives, unrealized gains and losses, impairments, and other investment gains and losses. Unrealized, impairments and other investment gains and losses are comprised of the fair value adjustments of trading securities (other than CLOs) and investments held under the fair value option, derivative gains and losses not hedging FIA index credits, and the net OTTI impacts recognized in operations net of the change in AmerUs Closed Block fair value reserve related to the corresponding change in fair value of investments and the change in unit linked reserves related to the corresponding trading securities. Investment gains and losses are net of offsets related to DAC, DSI, and VOBA amortization and changes to guaranteed living withdrawal benefits ("GLWB") and guaranteed minimum death benefits ("GMDB") reserves as well as the MVAs associated with surrenders or terminations of contracts.
- **Change in Fair Values of Derivatives and Embedded Derivatives - FIAs, Net of Offsets** - Impacts related to the fair value accounting for derivatives hedging the FIA index credits and the related embedded derivative liability fluctuate from period-to-period. The index reserve is measured at fair value for the current period and all periods beyond the current policyholder index term. However, the

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FIA hedging derivatives are purchased to hedge only the current index period. Upon policyholder renewal at the end of the period, new FIA hedging derivatives are purchased to align with the new term. The difference in duration between the FIA hedging derivatives and the index credit reserves creates a timing difference in earnings. This timing difference of the FIA hedging derivatives and index credit reserves is included as a non-operating adjustment, net of offsets related to DAC, DSI, and VOBA amortization and changes to GLWB and GMDB reserves.

We primarily hedge with options that align with the index terms of our FIA products (typically 1-2 years). From an economic basis, we believe this is suitable because policyholder accounts are credited with index performance at the end of each index term. However, because the “value of an embedded derivative” in an FIA contract is longer-dated, there is a duration mismatch which may lead to mismatches for accounting purposes.

- **Integration, Restructuring, and Other Non-operating Expenses** - Integration, restructuring, and other non-operating expenses consist of restructuring and integration expenses related to mergers and acquisitions as well as certain other expenses which are not part of our core operations or likely to re-occur in the foreseeable future.
- **Stock Compensation Expense** - To date, stock compensation expenses associated with our share incentive plans, excluding our long-term incentive plan, are not part of our core operating expenses and fluctuate from time to time due to the structure of our plans.
- **Bargain Purchase Gain** - Bargain purchase gains associated with acquisitions are adjustments to net income as they are not consistent with our core operations.
- **Provision for Income Taxes - Non-operating** - The non-operating income tax expense is comprised of the appropriate jurisdiction’s tax rate applied to the non-operating adjustments that are subject to income tax.

We consider these non-operating adjustments to be meaningful adjustments to net income available to AHL’s shareholders for the reasons discussed in greater detail above. Accordingly, we believe using a measure which excludes the impact of these items is effective in analyzing the trends in our results of operations. Together with net income available to AHL’s shareholders, we believe operating income, net of tax, provides a meaningful financial metric that helps investors understand our underlying results and profitability. Operating income, net of tax, should not be used as a substitute for net income available to AHL’s shareholders.

ROE Excluding AOCI, Operating ROE Excluding AOCI and Book Value Per Share Excluding AOCI

ROE excluding AOCI, operating ROE excluding AOCI and book value per share excluding AOCI are non-GAAP measures used to evaluate our financial performance excluding the impacts of AOCI. AOCI fluctuates period-to-period in a manner inconsistent with our underlying profitability drivers as the majority of such fluctuation is related to the market volatility of the unrealized gains and losses associated with our AFS securities. Once we have reinvested acquired blocks of businesses, we typically buy and hold AFS investments to maturity throughout the duration of market fluctuations, therefore, the period-over-period impacts in unrealized gains and losses are not necessarily indicative of current operating fundamentals or future performance. Accordingly, we believe using measures which exclude AOCI is more effective in analyzing the trends of our operations. To enhance the ability to analyze these measures across periods, interim periods are annualized. ROE excluding AOCI, operating ROE excluding AOCI and book value per share excluding AOCI should not be used as a substitute for ROE or book value per share. However, we believe the adjustments to equity are significant to gaining an understanding of our overall results of operations.

Retirement Services Net Investment Earned Rate, Cost of Crediting and Investment Margin on Deferred Annuities

Investment margin is a key measurement of the financial health of our Retirement Services core deferred annuities. Investment margin on our deferred annuities is generated from the excess of our net investment earned

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rate over the cost of crediting to our policyholders. Net investment earned rate is a key measure of investment returns and cost of crediting is a key measure of the policyholder benefits on our deferred annuities.

Net investment earned rate is a non-GAAP measure we use to evaluate the performance of our invested assets that does not correspond to GAAP net investment income. Net investment earned rate is computed as the income from our invested assets divided by the average invested assets for the relevant period. To enhance the ability to analyze these measures across periods, interim periods are annualized. The adjustments to arrive at our net investment earned rate add alternative investment gains and losses, gains and losses related to trading securities for CLOs, net variable interest entity ("VIE") impacts (revenues, expenses and noncontrolling interest) and the change in reinsurance embedded derivatives. We include the income and assets supporting our assumed reinsurance by evaluating the underlying investments of the funds withheld at interest receivables and we include the net investment income from those underlying investments which does not correspond to the GAAP presentation of reinsurance embedded derivatives. We exclude the income and assets supporting business that we have exited through ceded reinsurance including funds withheld agreements. We believe the adjustments for reinsurance provide a net investment earned rate on the assets for which we have economic exposure.

Cost of crediting is the interest credited to the policyholders on our fixed strategies as well as the option costs on the index annuity strategies. With respect to FIAs, the cost of providing index credits includes the expenses incurred to fund the annual index credits, and where applicable, minimum guaranteed interest credited. The interest credited on fixed strategies and option costs on index annuity strategies are divided by the average account value of our deferred annuities. Under GAAP, deposits and withdrawals for fixed indexed and fixed rate annuities are reported as deposit liabilities (or policyholder funds). Our average account values are averaged over the number of quarters in the relevant period to obtain our cost of crediting for such period. To enhance the ability to analyze these measures across periods, interim periods are annualized.

Net investment earned rate, cost of crediting and investment margin on deferred annuities are non-GAAP measures we use to evaluate the profitability of our core deferred annuities business. Deferred annuities include our fixed rate annuities and FIAs, which account for approximately 78.1% of our Retirement Services reserve liabilities as of June 30, 2016. We believe measures like net investment earned rate, cost of crediting and investment margin on deferred annuities are effective in analyzing the trends of our core business operations, profitability and pricing discipline. While we believe net investment earned rate, cost of crediting and investment margin on deferred annuities are meaningful financial metrics and enhance our understanding of the underlying profitability drivers of our business, they should not be used as a substitute for net investment income and interest sensitive contract benefits presented under GAAP.

Invested Assets

In managing our business we analyze invested assets, which do not correspond to total investments, including investments in related parties, as disclosed in our consolidated financial statements and notes thereto. Invested assets represent the investments that directly back our policyholder liabilities as well as surplus assets. Invested assets is used in the computation of net investment earned rate, which allows us to analyze the profitability of our investment portfolio. Invested assets includes (a) total investments on the consolidated balance sheet with AFS securities at amortized cost, excluding derivatives, (b) cash and cash equivalents and restricted cash, (c) investments in related parties, (d) accrued investment income, (e) the consolidated VIE assets, liabilities and noncontrolling interest and (f) policy loans ceded (which offset the direct policy loans in total investments). Invested assets also excludes assets associated with funds withheld liabilities related to business exited through reinsurance agreements and derivative collateral (offsetting the related cash positions). We include the underlying investments supporting our assumed funds withheld and modified coinsurance agreements in our invested assets calculation in order to match the assets with the income received. We believe the adjustments for reinsurance provide a view of the assets for which we have economic exposure. Our invested assets are averaged over the number of quarters in the relevant period to compute our net investment earned rate for such period.

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Reserve Liabilities

In managing our business we also analyze reserve liabilities, which does not correspond to total liabilities as disclosed in our consolidated financial statements and notes thereto. Reserve liabilities represents our policyholder liability obligations net of reinsurance. Reserve liabilities is used to analyze the costs of our liabilities. Reserve liabilities includes (a) the interest sensitive contract liabilities, (b) future policy benefits, (c) dividends payable to policyholders, and (d) other policy claims and benefits, offset by reinsurance recoverables, excluding policy loans ceded. Reserve liabilities also includes the reserves related to assumed modified coinsurance agreements in order to appropriately match the costs incurred in the consolidated statements of income with the liabilities. Reserve liabilities is net of the ceded liabilities to third-party reinsurers as the costs of the liabilities are passed to such reinsurers and therefore we have no net economic exposure to such liabilities, assuming our reinsurance counterparties perform under our agreements. The majority of our ceded reinsurance is a result of reinsuring large blocks of life business following acquisitions. For such transactions, GAAP requires the ceded liabilities and related reinsurance recoverables to continue to be recorded in our consolidated financial statements despite the transfer of economic risk to the counterparty in connection with the reinsurance transaction.

Sales

Sales statistics do not correspond to revenues under GAAP, but are used as relevant measures of understanding our business performance. Our sales statistics include fixed rate annuities and FIAs and align with the LIMRA definition of all money paid into an individual annuity, including money paid into new contracts with initial purchase occurring in the specified period and existing contracts with initial purchase occurring prior to the specified period (excluding internal transfers).

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Consolidated Results of Operations

The following summarizes the consolidated results of operations for the periods indicated (dollars in millions):

	Six months ended June 30,		Years ended December 31,		
	2016	2015	2015	2014	2013
Revenues	\$ 1,769	\$ 1,347	\$ 2,616	\$ 4,100	\$ 1,749
Benefits and expenses	1,473	1,050	2,024	3,568	760
Income before income taxes	296	297	592	532	989
Income tax expense (benefit)	17	33	14	54	(8)
Net income	279	264	578	478	997
Less: Net income attributable to noncontrolling interests	—	16	16	15	81
Net income available to AHL shareholders	<u>\$ 279</u>	<u>\$ 248</u>	<u>\$ 562</u>	<u>\$ 463</u>	<u>\$ 916</u>
Operating income, net of tax by segment					
Retirement Services	\$ 392	\$ 313	\$ 769	\$ 764	\$ 416
Corporate and Other	(62)	(2)	(29)	29	361
Operating income, net of tax	330	311	740	793	777
Non-operating adjustments					
Realized gains (losses) on sale of AFS securities	19	64	83	199	93
Unrealized, impairments, and other investment gains (losses)	(24)	(7)	(30)	1	(63)
Assumed modco and funds withheld reinsurance embedded derivatives	71	(23)	(75)	(1)	(2)
Offsets to investment gains (losses)	(26)	(21)	(34)	(48)	(32)
Investment gains (losses), net of offsets	40	13	(56)	151	(4)
Change in fair values of derivatives and embedded derivatives—FIAs, net of offsets	(85)	(34)	(27)	(30)	154
Integration, restructuring and other non-operating expenses	(6)	(25)	(58)	(279)	(184)
Stock compensation expense	(13)	(18)	(67)	(148)	—
Bargain purchase gain	—	—	—	—	152
Provision for income taxes—non-operating	13	1	30	(24)	21
Total non-operating adjustments	(51)	(63)	(178)	(330)	139
Net income available to AHL shareholders	<u>\$ 279</u>	<u>\$ 248</u>	<u>\$ 562</u>	<u>\$ 463</u>	<u>\$ 916</u>
ROE	9.5%	9.8%	11.3%	12.7%	39.6%
ROE excluding AOCI	9.7%	10.8%	11.8%	14.0%	42.2%
Operating ROE excluding AOCI	11.5%	13.5%	15.6%	24.0%	35.8%

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other. See “—Results of Operations by Segment” for further detail on the results of the segments.

Six Months Ended June 30, 2016 Compared to the Six Months Ended June 30, 2015

Net Income Available to AHL Shareholders

Net income available to AHL shareholders increased by \$31 million, or 13%, to \$279 million for the six months ended June 30, 2016 from \$248 million in the prior period. ROE and ROE excluding AOCI declined to 9.5% and 9.7%, respectively, from 9.8% and 10.8% in the prior period, respectively, as we drew the remaining

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\$1.1 billion of capital raise proceeds in April 2015, catalyzing a ratings upgrade and providing us with significant excess capital to reinvest into market opportunities, offset by the increase in net income available to AHL shareholders. The increase in net income available to AHL shareholders was driven by an increase in net investment income and changes in investment related gains and losses. The increase in net investment income was primarily driven by higher bond call income, growth in our investment portfolio and the reinvestment of the Aviva USA acquired investments into higher yielding investments throughout 2015. The change in investment related gains and losses was primarily due to the change in assumed reinsurance embedded derivatives.

These increases were partially offset by the change in VIE investment related gains and losses, an unfavorable net change in FIA embedded derivatives and higher expenses. The VIE investment related gains and losses decrease was attributed to the decline in market value of public equity positions in one of our funds. The unfavorable net change in FIA embedded derivatives was driven by a decrease in discount rates in 2016 compared to an increase in the prior period. Expenses were higher primarily attributed to growing our business and expanding our distribution channels.

Operating Income, Net of Tax

Operating income, net of tax increased by \$19 million, or 6%, to \$330 million for the six months ended June 30, 2016 from \$311 million in the prior period. Operating ROE excluding AOCI was 11.5%, down from 13.5% in the prior period, as we drew the remaining \$1.1 billion of capital raise proceeds in April 2015, catalyzing a ratings upgrade and providing us with significant excess capital to reinvest into market opportunities. The increase in operating income, net of tax was primarily driven by the favorable increase in fixed income and other investment income due to higher bond call income, growth in our Retirement Services invested assets of \$3.5 billion over prior period reflecting strong deposit growth, income from capital raise proceeds received in April 2015, and the reinvestment of the Aviva USA acquired investments. The increases were partially offset by lower alternative investment income attributed to a decline in market value of public equity positions in one of our funds, higher cost of crediting due to higher option costs and a change in the mix of business related to MYGA growth, higher operating expenses attributed to growing our business and expanding our distribution channels and an unfavorable GLWB and GMBD change in reserves related to an increase in equity market performance and higher than expected persistency.

Our consolidated net investment earned rate was 4.13% for the six months ended June 30, 2016, a decrease from 4.17% in the prior period, attributed to a decrease of approximately 14 basis points related to lower alternative investment performance as well as a decrease of approximately 24 basis points related to the acquisition of DLD which contributed lower net investment earned rates reflecting the different economic environment and the yield adjustments related to purchase accounting. The decrease from alternative investments and acquisition of DLD was partially offset by an increase in the fixed income and other investment portfolios due to higher bond call income and the reinvestment of the Aviva USA acquired investments into higher yielding investments. Our alternative investment net investment earned rate was 3.36% for the six months ended June 30, 2016, down from 6.39% in the prior period, attributed to a decline in market value of public equity positions in one of our funds and the widening of credit spreads impacting our CMBS funds. We underwrite alternative investments over the long-term, and as such, believe it is appropriate to evaluate their performance over the long-term rather than on an annual basis. The alternative investment net investment earned rate for the six months ended June 30, 2016 was 3.36%. However, the average over the three year period ending December 31, 2015 was 14.32%, which benefited from strong alternative investment income in 2013 related to the initial public offerings of two underlying investments.

Revenues

Total revenue increased by \$422 million to \$1.8 billion for the six months ended June 30, 2016 from \$1.3 billion in the prior period. The increase was driven by the increase in net investment income, favorable changes in investment related gains and losses as well as an increase in premiums. These increases were partially offset by the unfavorable change in VIE investment related gains and losses.

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Net investment income increased by \$217 million to \$1.4 billion for the six months ended June 30, 2016 from \$1.2 billion in the prior period, which was primarily driven by higher bond call income of \$56 million in 2016 compared to prior year, growth in our investment portfolio due to strong deposit growth, the income contribution from the capital raise proceeds of \$1.1 billion in April 2015 and the reinvestment of the Aviva USA acquired investments into higher yielding strategies. Also contributing to the increase in net investment income was the acquisition of DLD in October 2015 contributing \$46 million of net investment income for the six months ended June 30, 2016.

Investment related gains and losses increased by \$209 million to \$143 million for the six months ended June 30, 2016 from \$(66) million in the prior period, which was primarily due to the change in unrealized gains and losses on trading securities and the change in assumed reinsurance embedded derivatives partially offset by the unfavorable change in derivatives and lower change in realized gains and losses. The favorable unrealized gains and losses on trading securities was primarily attributed to an increase in AmerUs Closed Block assets of \$176 million primarily driven by decreases in the U.S. treasury rates as well as credit spread tightening on corporate securities. The increase in assumed reinsurance embedded derivatives related to modco and funds withheld reinsurance portfolios was \$95 million primarily driven by decreases in the U.S. treasury rates as well as credit spread tightening on corporate securities and RMBS. The favorable changes in unrealized gains and losses were partially offset by unrealized losses on investments backing unit linked liabilities. The unfavorable change in derivatives of \$37 million was primarily attributed to losses in 2016 compared to prior period benefiting from gains on foreign currency hedging. Realized gains and losses were lower in 2016 compared to prior year by \$38 million primarily attributed to reinvestment activity of recognizing gains for the six months ended June 30, 2015.

Premiums increased by \$56 million to \$120 million for the six months ended June 30, 2016 from \$64 million in the prior period, primarily due to the acquisition of DLD contributing \$91 million of premiums in the six months ended June 30, 2016. The increase was partially offset by a decrease in other life premiums.

VIE investment related gains and losses decreased by \$91 million to \$(54) million for the six months ended June 30, 2016 from \$37 million in the prior period, primarily driven by a decline in market value of public equity positions in one of our funds, as the share prices of these public equity positions decreased in 2016 compared to the prior period.

Benefits and Expenses

Total benefits and expenses increased by \$423 million to \$1.5 billion for the six months ended June 30, 2016 from \$1.1 billion in the prior period. The increase was driven by an unfavorable increase in future policy and other policy benefits, unfavorable change in interest sensitive contract benefits and higher policy and other operating expenses.

Future policy and other policy benefits increased by \$254 million to \$485 million for the six months ended June 30, 2016 from \$231 million in the prior period, primarily attributable to a increase in the change in AmerUs Closed Block fair value liability of \$177 million and the acquisition of DLD, which increased our benefits by \$130 million for the six months ended June 30, 2016. The increase in the change in AmerUs Closed Block fair value liability was primarily attributed to the increase in unrealized gains on the underlying investments driven by decreases in the U.S. treasury rates. We have elected the fair value option to value the AmerUs Closed Block whereby the fair value of liabilities is the sum of the fair value of the assets plus our cost of capital in the AmerUs Closed Block. The increases in future policy benefits were partially offset by favorable mortality experience in 2016.

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Interest sensitive contract benefits increased by \$133 million to \$586 million for the six months ended June 30, 2016 from \$453 million in the prior period, primarily due to the change in FIA fair value embedded derivatives. The change in FIA fair value embedded derivatives increased by \$130 million primarily driven by a decrease in the discount rates used in our embedded derivative calculations which increased the FIA embedded derivatives compared to an increase in the prior period partially offset by a decrease in the credit spread, included in the discount rate determination, following our rating upgrades to A- in the second quarter of 2015. Also contributing to the increase was the performance of the equity indices to which our FIA policies are linked, primarily the S&P 500 index, which experienced a 2.7% increase in 2016, compared to a 0.2% increase in the prior period. Partially offsetting these increases was the acquisition of DLD which decreased interest sensitive contract benefits by \$19 million driven by losses on the investments backing the unit linked reserves, which resulted in a decrease in reserves.

Policy and other operating expenses increased by \$34 million to \$264 million for the six months ended June 30, 2016 from \$230 million in the prior period, primarily related to growing our business, expanding our distribution channels, project spend, and expenses attributable to our Germany operations. These increases were partially offset by lower integration expenses related to the acquisition of DLD in the prior period.

Taxes

Income tax expense decreased by \$16 million to \$17 million for the six months ended June 30, 2016 from \$33 million in the prior period. The decrease was primarily attributed to a decrease in income subject to U.S. income tax, partially offset by an unfavorable change in valuation allowance and other provision adjustments compared to 2015.

Our effective tax rates were 6% for the six months ended June 30, 2016 and 11% in the prior period. Our effective tax rates may vary year-to-year depending upon the relationship of income and loss subject to tax compared to consolidated income and loss before income taxes.

Year Ended December 31, 2015 Compared to December 31, 2014

In this section, references to 2015 refer to the year ended December 31, 2015, and references to 2014 refer to the year ended December 31, 2014.

Net Income Available to AHL Shareholders

Net income available to AHL shareholders increased by \$99 million, or 21%, to \$562 million in 2015 from \$463 million in 2014. ROE and ROE excluding AOCI declined to 11.3% and 11.8%, respectively, from 12.7% and 14.0% in 2014, respectively, as we drew the remaining \$1.1 billion of capital raise proceeds in April 2015, catalyzing a ratings upgrade and providing us with significant excess capital to reinvest into market opportunities. The increase in net income available to AHL shareholders was driven by the reduction of expenses as a result of the termination of the Transaction Advisory Services Agreement (“TASA”) with Apollo at the end of 2014, strong fixed investment income performance, lower stock compensation expense and lower income tax expense. Net investment income increased by \$175 million driven primarily by the reinvestment of Aviva USA acquired investments into higher yielding investments, which continued to increase our net investment earned rates on our fixed income and other investment portfolio (as further discussed in “—Retirement Services—Year Ended December 31, 2015 Compared to December 31, 2014—Investment Margin on Deferred Annuities”) as well as the income from capital raise proceeds. Stock compensation expense decreased by \$81 million primarily due to a \$131 million expense in 2014 triggered by amendments to the stock plan and assumption changes which was partially offset by an increase in the valuation of our common share price in 2015.

These increases were partially offset by lower investment gains and losses as well as an increase in the amortization of DAC, DSI and VOBA. Investment gains and losses decreased from elevated levels in 2014.

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which were primarily due to recognizing gains on investments acquired in the Aviva USA transaction as we reinvested such acquired investments to align with our investment strategy which benefited from a favorable market in 2014. Also contributing to the decline in investment gains and losses was an unfavorable change in assumed reinsurance embedded derivatives driven by market movements in 2015. Amortization of DAC, DSI and VOBA increased primarily due to the unfavorable change in unlocking of assumptions and the growth in the FIA block.

Operating Income, Net of Tax

Operating income, net of tax decreased by \$53 million, or 7%, to \$740 million in 2015 from \$793 million in 2014. Operating ROE excluding AOCI declined to 15.6% from 24.0% in 2014, as we drew the remaining \$1.1 billion of capital raise proceeds in April 2015, catalyzing a ratings upgrade and providing us with significant excess capital to reinvest into market opportunities. The decrease in operating income, net of tax was primarily driven by the increase in amortization of DAC, DSI, and VOBA due to the unfavorable unlocking of assumptions and growth in the FIA block. The decreases were partially offset by the favorable increase in net investment income resulting from the reinvestment of Aviva USA acquired investments and income from capital raise proceeds.

Our consolidated net investment earned rate was 4.24% in 2015, down slightly from 4.29% in 2014, attributed to lower alternative investment performance partially offset by an increase in the fixed income and other investment portfolios due to reinvestment of Aviva USA's acquired investments and income from capital raise proceeds. Our alternative investment net investment earned rate was 6.16% in 2015, down from 8.78% in 2014, attributed to market value volatility in public equity positions in one of our funds as well as the widening of credit spreads in 2015. We underwrite alternative investments over the long term, and as such, believe it is appropriate to evaluate their performance over the long term rather than on an annual basis. The average of our alternative investment net investment earned rate over the three year period ending December 31, 2015 was 14.32%, which benefited from strong alternative investment income in 2013 related to the initial public offerings of two underlying investments.

Revenues

Total revenue decreased by \$1.5 billion to \$2.6 billion in 2015 from \$4.1 billion in 2014. The decrease was driven by lower investment related gains and losses as well as a decrease in VIE net investment income. These decreases were partially offset by the favorable increase in net investment income as well as an increase in premiums.

Investment related gains and losses decreased by \$1.6 billion from elevated levels in 2014, to \$(430) million in 2015 from \$1.2 billion in 2014, which were primarily due to recognizing gains on investments acquired in the Aviva USA transaction as we reinvested such acquired investments to align with our investment strategy. The change in fair value of FIA hedging derivatives decreased by \$1.1 billion driven by the performance of the indices upon which our call options are based. The majority of our call options are based on the S&P 500 index which experienced a 0.7% decrease in 2015, compared to an 11.4% increase in 2014. Unrealized gains and losses on trading securities related to our AmerUs Closed Block investments decreased by \$234 million primarily driven by the widening of credit spreads and an increase in U.S. treasury rates during 2015. The assumed reinsurance embedded derivatives are based on the change in the fair value of the underlying investments held in modified coinsurance and funds withheld portfolios (see "Note 5 – Derivative Instruments" to our audited consolidated financial statements and notes thereto) which decreased by \$124 million as a result of net unrealized losses during 2015 primarily due to credit spreads widening and the increase in U.S. treasury rates during 2015. FIA option cost amortization increased by \$72 million driven by the higher cost of options acquired to hedge our FIA index credits as well as growth in our FIA block of business. The remaining decrease in investment related gains and losses was primarily due to the reinvestment of the investments acquired in the Aviva USA acquisition producing gains in 2014 when the market was favorable.

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VIE net investment income decreased by \$107 million to \$67 million in 2015 from \$174 million in 2014, which is primarily attributable to the deconsolidation of MidCap Financial Holdings, LLC (“MidCap Financial”) at the beginning of 2015. At that time, we contributed our ownership interest in MidCap Financial to MidCap, and with significant ownership by other investors in MidCap, the activities of MidCap are not considered to be conducted substantially on our behalf.

Net investment income increased by \$175 million to \$2.5 billion in 2015 from \$2.3 billion in 2014, which was primarily driven by the reinvestment of Aviva USA acquired investments into higher yielding strategies and the income contribution from the capital raise proceeds of \$1.1 billion in April 2015. Also contributing to the increase in net investment income was the acquisition of DLD in October 2015 contributing \$23 million of investment income in the fourth quarter.

Premiums increased by \$95 million to \$195 million in 2015 from \$100 million in 2014, primarily due to the acquisition of DLD contributing \$74 million of premiums. The remaining increase was driven by the increase in annuitizations with life contingencies in our Retirement Services segment.

Benefits and Expenses

Total benefits and expenses decreased by \$1.6 billion to \$2.0 billion in 2015 from \$3.6 billion in 2014. The decrease was driven by the change in FIA embedded derivatives, \$226 million related to the reduction of expenses as a result of the termination of the TASA with Apollo at the end of 2014, a favorable decrease in future policy benefits and the decrease in consolidated VIE expenses due to the deconsolidation of MidCap Financial. These decreases were partially offset by an increase in DAC, DSI and VOBA amortization.

The change in FIA fair value embedded derivatives, included in our interest sensitive contract benefits, decreased by \$1.1 billion compared to 2014 primarily due to the performance of the equity indices to which our FIA policies are linked, primarily the S&P 500 index, which experienced a 0.7% decrease in 2015, compared to a 11.4% increase in 2014. Also contributing to the change was an increase in discount rates used in our embedded derivative calculations compared to 2014, resulting in an overall favorable impact. This was partially offset by unfavorable impacts to our embedded derivatives due to a decrease in the credit spread, included in the discount rate determination, following our rating agency upgrades to an A- rating.

Future policy benefits decreased by \$179 million to \$517 million in 2015 from \$696 million in 2014, primarily attributable to the \$236 million decrease in the change in AmerUs Closed Block fair value liability, which was related to unrealized losses on the underlying investments attributable to the decrease in U.S. treasury rates. Additionally, gains recognized from favorable mortality experience contributed to the decrease in future policy benefits which were partially offset by an increase in benefits from the DLD acquisition. The GLWB and GMDB change in reserves was consistent with 2014 as the increase from equity market performance and higher than expected persistency was offset by favorable unlocking of lapse rate assumptions and the decrease related to changes in FIA embedded derivatives and investment related gains and losses.

Amortization of DAC, DSI and VOBA increased by \$100 million to \$223 million in 2015 from \$123 million in 2014, due to the unfavorable change in unlocking of assumptions of \$71 million, the growth in DAC and DSI asset balance from growth in the FIA block, and a slight increase in gross profits during 2015. The unlocking impacts in 2015 increased amortization by \$35 million primarily related to a decrease in net investment earned rate projections, while the 2014 impacts decreased amortization by \$36 million.

Taxes

Income tax expense decreased by \$40 million to \$14 million in 2015 from \$54 million in 2014. The decrease was mainly attributed to lower investment and derivative income, which decreased U.S. income subject to U.S. income tax by \$187 million, or approximately \$65 million of tax based on a 35% U.S. statutory rate. This was partially offset by an increase of \$3 million of expense related to our German operations as a result of the

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DLD acquisition. The decrease in income subject to tax was also partially offset by unfavorable provision adjustments of \$23 million in 2015 when compared to 2014 related to the change in valuation allowance of \$16 million, prior year true-ups of \$14 million and other adjustments of \$(7) million. The change in valuation allowance was primarily driven by favorable life capital loss carryforwards of \$15 million in 2014 as well as the reduction in the allowance against non-life deferred tax assets of \$1 million in 2014.

Our effective tax rates were 2% in 2015 and 10% in 2014. Our effective tax rates may vary year-to-year depending upon the relationship of income and loss subject to tax compared to consolidated income and loss before income taxes. The decrease in the effective tax rate was mainly attributed to the decrease in income subject to U.S. income tax, partially offset by the unfavorable provision adjustments noted above.

Year Ended December 31, 2014 Compared to December 31, 2013

In this section, references to 2014 refer to the year ended December 31, 2014 and references to 2013 refer to the year ended December 31, 2013.

Net Income Available to AHL Shareholders

Net income available to AHL shareholders decreased by \$453 million, or 49%, to \$463 million in 2014 from \$916 million in 2013. ROE and ROE excluding AOCI declined to 12.7% and 14.0%, respectively, from 39.6% and 42.2% in 2013, reflecting the decrease in net income available to AHL shareholders. The decrease in net income available to AHL shareholders was driven by an increase in stock compensation and TASA expenses, an unfavorable net change in FIA derivatives, the recognition of a bargain purchase gain of \$152 million during 2013 related to the Aviva USA acquisition and the increase in policyholder liability benefits. Stock compensation expense increased \$148 million due to \$131 million of expenses triggered by amendments to the stock plan and assumption changes. The TASA expenses increased \$95 million due to the increase in the value of AHL following the Aviva USA acquisition in October 2013. The net change in FIA derivatives was unfavorable by \$184 million primarily due to the additional volume of FIA policies in 2014, the performance of the equity indices to which our FIA policies are linked and the decrease in discount rates used in our embedded derivative calculations. Policyholder liability benefits increased primarily due to the full year increase in benefits related to the Aviva USA acquired business.

These decreases were partially offset by an increase in net investment income and favorable investment gains and losses. The increase in net investment income was driven by the growth in invested assets of approximately \$45 billion related to the Aviva USA acquisition contributing a full year of investment income partially offset by 2013 benefitting from strong alternative investment performance. The increase in investment related gains and losses was driven by recognizing gains on investments acquired in the Aviva USA transaction as we reinvested such acquired investments to align with our investment strategy.

Operating Income, Net of Tax

Operating income, net of tax increased by \$16 million, or 2%, to \$793 million in 2014 from \$777 million in 2013. Operating ROE excluding AOCI declined to 24.0% from 35.8% in 2013, reflecting the strong performance of alternative investments in 2013 as a percentage of lower average equity as the Aviva USA acquisition only impacted the fourth quarter of 2013. The increase in operating income, net of tax was driven by the asset and liability growth from the Aviva USA acquisition which contributed an increase of \$417 million of operating income net of tax compared to one quarter's contribution in 2013. The acquired business increased revenues including net investment income, product charges, and premiums while also increasing benefits and expenses as well as changes to policyholder liabilities. The favorable increase from the acquired assets and liabilities was partially offset by the strong performance of alternative investments during 2013, which reflected the initial public offerings of two underlying investments.

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Our consolidated net investment earned rate was 4.29% down from 6.66% in 2013, reflecting the strong performance of alternative investments in 2013. Our alternative investment net investment earned rate was 8.78% in 2014, down from 28.01% in 2013, reflecting the strong performance of our alternative investments during 2013.

Revenues

Total revenue increased by \$2.4 billion to \$4.1 billion in 2014 from \$1.7 billion in 2013. The increase was driven by the asset and liability growth from the Aviva USA acquisition as well as the initial ceded life premiums of approximately \$1.2 billion related to the cession of the former Aviva USA life insurance business (primarily traditional whole life and term business) to an affiliate of Global Atlantic in October 2013 driving premiums in 2013 to be negative. These increases were partially offset by the decrease in investment gains related to VIEs and the decrease related to the bargain purchase gain in 2013 attributed to the acquisition of Aviva USA in October 2013.

Premiums increased by \$1.2 billion, to \$100 million in 2014 from \$(1.1) billion in 2013, primarily due to the initial ceded life premiums in 2013 and an increase in single premium annuities with life contingencies and retained life business acquired in the Aviva USA acquisition.

Net investment income increased by \$1.2 billion, to \$2.3 billion in 2014 from \$1.1 billion in 2013, primarily attributable to the growth in invested assets of approximately \$45 billion from the Aviva USA acquisition in October 2013, resulting in an increase in net investment income of \$1.3 billion during 2014 compared to one quarter of investment income in 2013.

Investment related gains increased by \$283 million, to \$1.2 billion in 2014 from \$927 million in 2013, reflecting the favorable economic conditions in 2014 compared to 2013 and the impacts of a full year of Aviva USA acquired investments compared to one quarter in 2013. The change in fair value of FIA hedging derivatives increased by \$353 million driven by the Aviva USA acquisition increasing our options and futures hedging FIA products by \$1.1 billion. Additionally, the derivatives change was driven by the performance of the indices upon which our call options are based, primarily the S&P 500 index, which increased 11.4% in 2014, compared to an increase of 29.6% during 2013, with an increase of 9.9% during the fourth quarter which drove an increase in the value of the Aviva USA acquired options. Unrealized gains on trading securities related to our AmerUs Closed Block investments increased by \$116 million primarily driven by the decrease in U.S. treasury rates during 2014. The remaining increase in other investment gains was primarily due to the reinvestment of the investments acquired in the Aviva USA acquisition along with favorable decreases in U.S. treasury rates during 2014 producing realized gains and a favorable change of \$69 million related to a 2013 interest rate swaption hedging acquired investment portfolios. The reinvestment activity was a result of aligning the acquired investments with our investment strategies. These increases in investment gains were partially offset by an increase in FIA option cost amortization of \$312 million driven by the increase in options related to the Aviva USA acquired policies and a full year of costs.

Product charges increased by \$146 million, to \$218 million in 2014 from \$72 million in 2013, primarily attributed to the growth in liabilities related to the Aviva USA acquired business. A full year of the acquired business resulted in an additional \$59 million of surrender charge fees and \$88 million of GMDB and GLWB charges deducted from policyholder accounts for the respective benefits during 2014 compared to 2013 reflecting one quarter of activity relating to the Aviva USA business.

Investment related gains related to consolidated VIEs decreased by \$513 million, to \$51 million in 2014 from \$564 million in 2013, driven by 2013 benefiting from the strong performance of public equity positions in one of our funds as a result of the initial public offerings of two of the underlying investments. Also, contributing to the decrease were realized losses on investments and unrealized losses on derivatives in the CMBS funds partially offset by realized gains on the liquidation of another one of our VIE funds.

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Benefits and Expenses

Total benefits and expenses increased by \$2.8 billion to \$3.6 billion in 2014 from \$760 million in 2013. The increase was primarily driven by the liability growth and increase in expenses from the Aviva USA acquisition as well as the initial ceded life reserves of approximately \$1.2 billion related to the cession of the former Aviva USA life insurance business (primarily traditional whole life and term business) to an affiliate of Global Atlantic in October 2013 driving the change in reserves in 2013 to be favorable and the acquisition of Aviva USA in October 2013.

Future policy and other policy benefits increased by \$1.6 billion, to \$696 million in 2014 from \$(950) million in 2013, driven by the initial ceded life reserves, higher benefits to policyholders related to the Aviva USA acquisition and the change in fair value liability related to the AmerUs Closed Block. Future policy claims, benefits and reserves increased by \$228 million due to the increase in volume of benefits acquired in the Aviva USA acquisition. The GLWB and GMDB change in reserves increased by \$137 million due to the increase in the number of policies with benefits as well as \$27 million in unlocking of assumptions primarily related to a decrease in net investment earned rate projections. The AmerUs Closed Block fair value liability increased by \$94 million due to unrealized gains on the underlying investments attributed to the decrease in U.S. treasury rates increasing the liability to the policyholders.

Interest sensitive contract benefits increased by \$758 million, to \$1.8 billion in 2014 from \$1.1 billion in 2013, primarily attributed to the growth in average deferred annuity account values of approximately 138%, to \$48 billion in 2014 from \$20 billion in 2013. The increase in liabilities was driven by the acquisition of Aviva USA, increasing our interest sensitive contract liabilities by \$48 billion at the time of acquisition which increased our interest credited to policyholders and the change in FIA fair value embedded derivatives. The change in FIA fair value embedded derivatives increased by \$595 million primarily due to this additional volume of FIA policies in 2014 as well as the performance of the equity indices to which our FIA policies are linked, primarily the S&P 500 index, which increased 11.4% during 2014. Also contributing to the change was a decrease in discount rates used in our embedded derivative calculations which resulted in an unfavorable impact.

Policy and other operating expenses increased by \$366 million, to \$797 million in 2014 from \$431 million in 2013, primarily attributed to an increase in stock compensation expense of \$148 million, an increase of \$95 million due to the increase in TASA expenses related to the value of AHL following the Aviva USA acquisition in October 2013 and such acquisition resulting in a full year increase in policy and other operating expenses of \$163 million. The stock compensation expense was primarily driven by \$131 million of expense in the second quarter of 2014 as a result of equity plan amendments which triggered the recording of expense that was not required to be recognized under the previous terms of the plans. The amendments resulted in the recognition of expense that included the impacts of increases in the fair value of awards since their initial granting, which in some cases date back to AHL's inception. Additional stock compensation expense was recognized relating to a change in assumptions related to our 2014 capital raise embedded in our equity expense models. Finally, the granting of discounted shares as compensation to certain employees also contributed to the increase in stock compensation expense. Stock compensation expense and TASA expense are non-operating adjustments as discussed in "—Key Operating and Non-GAAP Measures."

Taxes

Income tax expense (benefit) increased by \$62 million to \$54 million in 2014 from \$(8) million in 2013. The increase was mainly attributed to the increase in net income subject to U.S. income tax of \$312 million, or approximately \$109 million of tax based on a 35% U.S. statutory rate. The increase in income subject to tax was partially offset by favorable provision adjustments of \$47 million in 2014 when compared to 2013 related to the change in valuation allowance of \$30 million and prior year true-ups of \$17 million. The change in valuation allowance was primarily driven by favorable life capital loss carryforwards of \$15 million in 2014 as well as the reduction in the allowance against non-life deferred tax assets of \$7 million in 2014 compared to an \$8 million increase in 2013.

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The effective tax rates were 10% in 2014 and (1)% in 2013.

Noncontrolling Interest

Noncontrolling interest decreased by \$66 million to \$15 million in 2014 from \$81 million in 2013. Noncontrolling interest primarily represents the carried interest allocated to the general partners in our consolidated investment funds. Carried interest is allocated to the general partners based on realized gains in the funds, along with unrealized positions at the end of each reporting period. The decline in 2014 was due primarily to initial public offerings executed by two investees of one of our funds in 2013 that led to large unrealized gains, which resulted in significant allocated carried interest to the general partner.

Results of Operations by Segment

The following summarizes our operating income, net of tax by segment for the periods indicated (dollars in millions):

	Six months ended June 30,		Years ended December 31,		
	2016	2015	2015	2014	2013
Operating income, net of tax by segment					
Retirement Services	\$ 392	\$ 313	\$ 769	\$ 764	\$ 416
Corporate and Other	(62)	(2)	(29)	29	361
Operating income, net of tax	\$ 330	\$ 311	\$ 740	\$ 793	\$ 777
Retirement Services operating ROE excluding AOCI	19.1%	19.3%	22.7%	32.2%	23.2%

Retirement Services

Retirement Services is comprised of our United States and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure MYGAs, FIAs, traditional one year guarantee fixed deferred annuities, immediate annuities and institutional products from our reinsurance partners. In addition, our FABN program is included in our Retirement Services segment.

Six Months Ended June 30, 2016 Compared to the Six Months Ended June 30, 2015

Operating Income, Net of Tax

Operating income, net of tax increased by \$79 million, or 25%, to \$392 million for the six months ended June 30, 2016 from \$313 million in the prior period. Operating ROE excluding AOCI was 19.1%, down from 19.3% in the prior period, reflecting the increase in equity allocated to Retirement Services as we increased our capital within Retirement Services which management considered necessary to support the segment's growth and ratings aspirations, partially offset by an increase in operating income, net of tax. The increase in operating income, net of tax was primarily driven by the increase in net investment income related to higher bond call income, growth in our invested assets and reinvestment of the Aviva USA acquired investments throughout 2015. The increases in operating income, net of tax were partially offset by an increase in cost of crediting due to an increase in option costs and a change in the mix of business related to MYGA growth, higher operating expenses of \$29 million primarily attributed to growing our business, expanding our distribution channels and project spend and an increase in GLWB and GMDB change in reserves.

Net investment income increased by \$176 million primarily driven by a \$175 million increase in fixed income and other investment income attributed to higher bond call income of \$56 million in 2016, growth in our

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invested assets of \$3.5 billion over prior period reflecting strong deposit growth, income from investing the capital raise proceeds as a portion was allocated to the Retirement Services segment when increasing our capital to support the segment's growth and our ratings aspirations as well as the favorable reinvestment of the Aviva USA acquired investments into higher yielding strategies.

GLWB and GMDB change in reserves increased by \$28 million driven by equity market performance and higher than expected persistency. The S&P 500 index experienced an increase of 2.7% in 2016, compared to a 0.2% increase in the prior period, increasing the projected excess benefits for the GLWB and GMDB reserves.

Investment Margin on Deferred Annuities

	Six months ended June 30,	
	2016	2015
Net investment earned rate	4.59%	4.20%
Cost of crediting	1.97%	1.90%
Investment margin on deferred annuities	2.62%	2.30%

Investment margin on deferred annuities increased by 32 basis points to 2.62% for the six months ended June 30, 2016 from 2.30% in the prior period. The increase in the investment margin on deferred annuities was driven by the increase in net investment earned rate of 39 basis points, showing strength in our investment portfolio, partially offset by an unfavorable increase in cost of crediting of 7 basis points.

Net investment earned rate increased due to the increase in our fixed income and other investment income. The fixed income and other net investment earned rate increased throughout the six months ended June 30, 2016 and 2015 to 4.42% from 4.04% in the prior period primarily driven by higher bond call income and the reinvestment of the Aviva USA acquired investments into higher yielding strategies with a focus on liquidity and complexity risk rather than assuming solely credit risk. Although we were substantially complete with our reinvestment of the Aviva USA acquired investments as of December 31, 2015, our net investment earned rates for the six months ended June 30, 2015 were impacted as we reinvested sizable portions of the portfolio throughout the year. The net investment earned rates continue to reflect impacts of holding approximately 27% of total invested assets in floating rate investments and 4% of invested assets in cash holdings to opportunistically capitalize on market dislocations. The alternative investments net investments earned rate increased slightly to 8.86% for the six months ended June 30, 2016 from 8.34% in the prior period.

Cost of crediting on deferred annuities increased by 7 basis points to 1.97% for the six months ended June 30, 2016 from 1.90% in the prior year. The increase in cost of crediting was driven by an increase in option costs on our index annuity strategies, a change in the mix of business related to MYGA growth and a favorable reserve movement in prior period. We continue to focus on pricing discipline, managing interest rates credited to policyholders and managing the cost of options to fund the annual index credits on our FIA products.

Year Ended December 31, 2015 Compared to December 31, 2014

Operating Income, Net of Tax

Operating income, net of tax increased by \$5 million, or 1%, to \$769 million in 2015 from \$764 million in 2014. Operating ROE excluding AOCI declined to 22.7% in 2015 from 32.2% in 2014, reflecting the increase in equity allocated to Retirement Services as we increased our capital within Retirement Services which management considered necessary to support the segment's growth and our ratings aspirations. The increase in operating income, net of tax was primarily driven by the increase in net investment income as we continued to reinvest the Aviva USA acquired investments during 2015 as well as an increase in GLWB and GMDB charges over the change in reserve. The increases in operating income, net of tax were offset by an increase in amortization of DAC, DSI, and VOBA.

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Net investment income increased by \$89 million primarily driven by a \$152 million increase in fixed income and other investment income attributed to the favorable reinvestment of the Aviva USA acquired investments into higher yielding strategies as well as income from investing the capital raise proceeds as a portion was allocated to the Retirement Services segment when increasing our capital to support the segment's growth and our ratings aspirations. Additionally, the volatility in our alternative investment portfolio resulted in a decrease of \$56 million primarily due to our credit funds' performance as credit spreads widened in 2015.

The increase in GLWB and GMDB charges of \$46 million was partially offset by the increase in the change in reserves of \$22 million. The increase in charges was driven by new product offerings with rider charges. The change in reserve was primarily due to the unfavorable equity market performance in 2015 as well as higher than expected persistency increasing projected benefits partially offset by favorable change in unlocking of assumptions of \$79 million. The change in unlocking in 2015 decreased reserves by \$52 million primarily related to favorable updates to lapse assumptions partially offset by a decrease in net investment earned rate projections, while the 2014 impacts increased reserves by \$27 million.

Amortization of DAC, DSI and VOBA increased by \$107 million primarily due to the unfavorable change in unlocking of assumptions of \$71 million, the growth in DAC and DSI asset balance from growth in the FIA block and a slight increase in gross profits during 2015. The unlocking impacts in 2015 increased amortization by \$35 million primarily related to a decrease in net investment earned rate projections, while the 2014 impacts decreased amortization by \$36 million.

Investment Margin on Deferred Annuities

	Years ended December 31,	
	2015	2014
Net investment earned rate	4.37%	4.26%
Cost of crediting	1.92%	1.94%
Investment margin on deferred annuities	2.45%	2.32%

Investment margin on deferred annuities increased by 13 basis points to 2.45% in 2015 from 2.32% in 2014. The increase in investment margin was driven by the increase in net investment earned rate of 11 basis points, showing strength in our investment portfolio, combined with a favorable decrease in cost of crediting of 2 basis points due to our disciplined pricing platform.

Net investment earned rate increased primarily due to the increase in our fixed income and other investment income partially offset by the decrease in alternative investment income. The fixed income and other net investment earned rate increased throughout 2015 to 4.17% from 4.00% in 2014 as we continued to reinvest the Aviva USA acquired investments under our preferred investment strategies. We reinvested a substantial portion of the investment portfolio acquired in the Aviva USA acquisition to align the acquired investments with our investment strategy of investing in higher yielding assets with an emphasis on liquidity and complexity risk rather than assuming solely credit risk. The reinvestment of the acquired investments contributed to the increase in fixed income and other net investment earned rates of 62 basis points to 4.12% in 2015 from 3.50% (on an annualized basis) for the fourth quarter of 2013 for this block of Aviva USA acquired investments. The net investment earned rates reflect continuing impacts of holding approximately 27% of total invested assets in floating rate investments, 3% of invested assets in cash holdings to opportunistically capitalize on market dislocations, and the yield adjustments from recognition of the higher overall amortized cost basis of the Aviva USA acquired investments as part of purchase accounting lowering yields. The alternative investments net investments earned rate decreased to 9.40% in 2015 from 9.77% in 2014 primarily due to market conditions unfavorably impacting our credit and CMBS funds as credit spreads widened, as well as fund liquidations. These unfavorable impacts were partially offset by the increase in alternative investment income from MidCap during 2015.

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Cost of crediting on deferred annuities decreased by 2 basis points to 1.92% in 2015 reflecting continued discipline in pricing, managing interest rates credited to policyholders and managing the cost of options to fund the annual index credits on our FIA products.

Year Ended December 31, 2014 Compared to December 31, 2013

Operating Income, Net of Tax

Operating income, net of tax increased by \$348 million, or 84%, to \$764 million in 2014 from \$416 million in 2013. Operating ROE excluding AOCI increased to 32.2% in 2014 from 23.2% in 2013, reflecting the increase in operating income, net of tax. The increase in operating income, net of tax was driven by the asset and liability growth from the Aviva USA acquisition which contributed \$416 million of operating income, net of tax compared to one quarter's contribution in 2013. The acquired business increased revenues including net investment income, product charges, and premiums while also increasing benefits and expenses as well as changes to policyholder liabilities. The increase in operating income, net of tax from the Aviva USA acquired assets and liabilities was offset by the strong performance of alternative investments during 2013.

Net investment income increased by \$1.1 billion driven by the growth in invested assets of approximately \$45 billion from the Aviva USA acquisition in October 2013, resulting in an increase in net investment income of \$1.3 billion during 2014. The increase from the Aviva USA acquisition was partially offset by a decrease in alternative investment income of \$92 million primarily due to favorable 2013 performance of the public equities included in one of our investment funds. In 2014, these public equities were allocated to corporate as our excess capital increased. For more discussion on our investment results and net investment earned rates, see “—Investment Margin on Deferred Annuities.”

Product charges increased by \$151 million primarily attributed to the growth in liabilities related to the Aviva USA acquired business. A full year of the acquired business resulted in an additional \$59 million of surrender charge fees and \$88 million of GLWB and GMDB charges deducted from policyholder accounts for the respective benefits during 2014 compared to 2013 reflecting one quarter of activity relating to the Aviva USA business.

The favorable increases in net investment income and product charges were partially offset by the liability growth. Interest credited to policyholders increased by \$209 million mainly attributed to the growth in average deferred annuity account values following the Aviva USA acquisition of approximately 138%, to \$48 billion in 2014 from \$20 billion in 2013. FIA option costs increased by \$312 million driven by the Aviva USA acquired policies and a full year of costs. Future policy benefits paid net of the change in reserves increased by \$228 million driven by the increase in volume of benefits acquired in the Aviva USA acquisition. GLWB and GMDB change in reserves increased by \$150 million driven by the increase in the number of policies with benefits as well as an increase of \$27 million in unlocking of assumptions primarily related to the decrease in long-term net investment earned rate projections.

Investment Margin on Deferred Annuities

	Years ended December 31,	
	2014	2013
Net investment earned rate	4.26%	5.40%
Cost of crediting	1.94%	2.42%
Investment margin on deferred annuities	<u>2.32%</u>	<u>2.98%</u>

Investment margin on deferred annuities decreased 66 basis points to 2.32% in 2014 from 2.98% in 2013. The decrease in investment margin was driven by the decrease in the net investment earned rate of 114 basis

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points partially offset by a favorable decrease in cost of crediting of 48 basis points. The main drivers of the changes in net investment earned rates and cost of crediting were the impacts of the Aviva USA acquisition as well as 2013 alternative investment performance.

The decrease in net investment earned rate was primarily driven by the impact of the Aviva USA acquired investments decreasing our fixed income and other investments returns as well as 2013 benefiting from strong performance of our alternative investments. The fixed income and other investments net investment earned rate decreased in 2014 to 4.00% from 4.30% in 2013 reflecting the negative impact of the yield adjustments from recognition of the higher overall amortized cost basis of the Aviva USA acquired investments as part of purchase accounting, therefore lowering our returns during 2014. The fixed income and other net investment earned rate increased throughout 2014 as we reinvested the Aviva USA acquired investments under our preferred investment strategies. Through December 31, 2014, we reinvested a portion of the investment portfolio acquired in the Aviva USA acquisition to align the acquired investments with our investment strategy of investing in higher yielding investments with an emphasis on liquidity and complexity risk rather than assuming solely credit risk. The reinvestment of the acquired investments contributed to the increase in fixed income and other net investment earned rates of 27 basis points to 3.77% in 2014 from 3.50% (on an annualized basis) for the fourth quarter of 2013 for this block of Aviva USA business. The net investment earned rates also reflect the impacts of holding approximately 24% of total invested assets in floating rate investments in 2014 and cash holdings.

The decrease in alternative net investment earned rates was primarily due to 2013 benefiting from the strong performance of public equities included in one of our investment funds. In 2014, these public equities were allocated to corporate as our excess capital increased. During 2014 market conditions unfavorably impacted our credit and CMBS funds compared to the favorable impacts in 2013. We also purchased new alternative investments in 2014 which have increased our net asset values but had a slight timing difference of producing earnings.

The cost of crediting on deferred annuities decreased 48 basis points to 1.94% in 2014 reflecting continued discipline in pricing, managing interest rates credited to policyholders and managing the cost of options to fund the annual index credits on our FIA products. The 2014 cost of crediting benefited from a full year of the lower cost of crediting associated with the Aviva USA acquired liabilities. The cost of crediting on the Aviva USA acquired liabilities for 2014 was 1.71% on an average account value of \$37 billion compared to a rate of 2.78% for non-Aviva liabilities on an average account value of \$11 billion. The trends in the cost of crediting portion of the table above reflect the impact of our acquisitions over the periods.

Corporate and Other

Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In Corporate and Other we also hold capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

Operating Income (Loss), Net of Tax

Operating income (loss), net of tax decreased by \$60 million to \$(62) million for the six months ended June 30, 2016 from \$(2) million in the prior period. The decrease in operating income (loss), net of tax was driven by lower alternative investment income. Alternative investment income decreased by \$66 million primarily due to unfavorable market value volatility in public equity positions of one of our funds as well as credit spreads widening impacting our CMBS funds.

Operating income (loss), net of tax decreased by \$58 million, or 200%, to \$(29) million in 2015 from \$29 million in 2014. The decrease in operating income (loss), net of tax was driven by a decrease in alternative

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investment income and an increase in expenses. Alternative investment income decreased by \$51 million primarily driven by market value volatility in public equity positions in one of our funds reflecting unfavorable market conditions in 2015 as well as unfavorable earnings in CMBS funds impacted by the widening of credit spreads in 2015. The increase in operating expenses was primarily driven by an increase in corporate employee expenses as well as acquisition expenses. Our German operations' operating income, net of tax, related to the acquisition of DLD partially offset the unfavorable decreases.

Operating income, net of tax decreased by \$332 million, or 92%, to \$29 million in 2014 from \$361 million in 2013. The decrease in operating income, net of tax, in 2014 was driven by the 2013 strong performance of our public equity positions in one of our funds as a result of the initial public offerings of two of the underlying investments.

Consolidated Investment Portfolio

We had consolidated investments, including related parties, of \$68.9 billion, \$64.5 billion and \$60.6 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. Our investment strategy seeks to achieve sustainable risk-adjusted returns through disciplined managing of investment characteristics with our long-duration liabilities and the diversification of risk. The investment strategies utilized by our investment managers focus primarily on a buy and hold asset allocation strategy that may be adjusted periodically in response to changing market conditions and the nature of our liability profile. The majority of our investment portfolio, excluding investments of our German subsidiary, are managed by AAM, an indirect subsidiary of Apollo founded for the express purpose of managing Athene's portfolio. AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services, including investment compliance, tax, legal and risk management support. Our relationship with AAM and Apollo allows us to take advantage of our generally illiquid liability profile by identifying investment opportunities with an emphasis on earning incremental yield by taking liquidity and complexity risk rather than assuming solely credit risk. The deep experience of the AAM investment team and Apollo's credit portfolio managers assist us in sourcing and underwriting complex asset classes. AAM has selected a diverse array of corporate bonds and more structured, but highly rated asset classes. We also maintain holdings in floating rate and less rate-sensitive instruments, including CLOs, non-agency RMBS and various types of structured products. In addition to our fixed income portfolio, we opportunistically allocate 5-10% of our portfolio to alternative investments where we primarily focus on fixed income-like, cash flow-based investments.

Our invested assets, which are those which directly back our policyholder liabilities as well as surplus assets (as further discussed in "—Key Operating and Non-GAAP Measures"), were \$69.9 billion, \$67.0 billion and \$59.0 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. AAM manages, directly and indirectly, approximately \$62.7 billion and AAME sub-advises approximately \$5.1 billion (combined approximately 97%) of our invested assets as of June 30, 2016, comprising a diversified portfolio of fixed maturity and other securities. Through our relationship with Apollo, AAM has identified unique investment opportunities for us. AAM's knowledge of our funding structure and regulatory requirements allows it to design customized strategies and investments for our portfolio.

Our asset portfolio is managed within the limits and constraints set forth in our Investment and Credit Risk Policy. Under this policy, we set limits on investments in our portfolio by asset class, such as corporate bonds, emerging markets securities, municipal bonds, non-agency RMBS, CMBS, CLOs, commercial mortgage whole loans and mezzanine loans and investment funds. We also set credit risk limits for exposure to a single issuer that vary based on ratings. In addition, our investment portfolio is constrained by its scenario-based capital ratio limit and its stressed liquidity limit.

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The following table presents the carrying values of our total investments and investments in related parties as of the dates indicated (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total	Carrying Value	Percent of Total
AFS securities at fair value:						
Fixed maturity securities	\$ 49,637	72.1%	\$ 47,816	74.1%	\$ 44,703	73.7%
Equity securities	194	0.3%	407	0.6%	190	0.3%
Trading securities, at fair value	2,681	3.9%	2,468	3.8%	2,795	4.6%
Mortgage loans, net of allowances	5,678	8.2%	5,500	8.5%	5,465	9.0%
Investment funds	718	1.0%	733	1.1%	832	1.4%
Policy loans	602	0.9%	642	1.0%	778	1.3%
Funds withheld at interest	5,593	8.1%	3,482	5.4%	2,774	4.6%
Derivative assets	961	1.4%	871	1.3%	1,842	3.0%
Real estate	594	0.9%	566	0.9%	—	—%
Short-term investments	343	0.5%	135	0.2%	17	—%
Other investments	88	0.2%	83	0.3%	56	0.1%
Total investments	67,089	97.5%	62,703	97.2%	59,452	98.0%
Investment in related parties:						
AFS, fixed maturity securities, at fair value	297	0.4%	308	0.5%	326	0.5%
Trading securities, at fair value	211	0.3%	217	0.3%	268	0.4%
Investment funds	1,026	1.5%	997	1.5%	585	1.1%
Other investments	237	0.3%	245	0.4%	—	—%
Short-term investments	—	—%	55	0.1%	—	—%
Total related party investments	1,771	2.5%	1,822	2.8%	1,179	2.0%
Total investments, including related party	\$ 68,860	100.0%	\$ 64,525	100.0%	\$ 60,631	100.0%

The increase in our total investments, including related parties, as of June 30, 2016 of \$4.3 billion compared to December 31, 2015 was primarily driven by the strong growth in deposits attributed to significant flow reinsurance business of \$2.2 billion as well as growth in our retail sales for the six months ended June 30, 2016. Additionally, unrealized gains on investments during the six months ended June 30, 2016 contributed to the increase in total investments, including related parties, by \$1.9 billion compared to prior period, primarily attributed to a decrease in U.S. treasury rates.

The increase in our total investments, including related parties, as of December 31, 2015 of \$3.9 billion compared to December 31, 2014 was driven by the acquisition of DLD, growth in deposits attributed to flow reinsurance business of \$1.1 billion in 2015 and the capital raise proceeds of \$1.1 billion in April 2015. Partially offsetting the increases were unrealized losses in our AFS securities during the year, a decrease in trading securities and a decrease in derivative assets. The acquisition of DLD occurred in October 2015 and added \$5.5 billion to our total investments. The unrealized losses of \$1.7 billion were primarily attributed to the increase in U.S. treasury rates as well as the widening of credit spreads in 2015. The decrease in trading securities was driven by the conversion of two funds withheld reinsurance agreements with an affiliate of Global Atlantic to coinsurance. The derivative assets decrease was primarily due to the change in value of the options hedging our FIA policyholder liabilities, which reflected poor overall market performance in 2015.

As we have completed the acquisitions of Liberty Life, Investors Insurance Corporation, Presidential Life Corporation and Aviva USA, through December 31, 2015 we focused on the reinvestment of the acquired companies' portfolios into our investment strategies. From the acquisition of Aviva USA in October 2013, we reinvested a substantial portion of the acquired investments to align with our investment strategy of seeking high quality investments with attractive returns. We reinvested a portion of the acquired Aviva USA portfolio into

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corporate bonds, CMLs and high quality investments that offer more diversification in structures including RMBS, CLOs and asset-backed securities (“ABS”) as well as attractive risk-return alternative investments. The reinvestment of the acquired investments contributed to the increase in fixed income and other net investment earned rates from 3.50% (on an annualized basis) for the fourth quarter of 2013 to 4.12% for the year ended December 31, 2015 for this block of Aviva USA business. As of December 31, 2015, the reinvestment of the Aviva USA acquired investments was substantially complete.

Our investment portfolio consists largely of high quality fixed maturity securities, loans and short-term investments as well as additional opportunistic holdings in investment funds and other instruments, including a small amount of equity holdings. Fixed maturity securities and loans include publicly issued corporate bonds, government bonds, privately placed corporate bonds and loans, mortgage loans, CMBS, RMBS, CLOs and other ABS.

While the substantial majority of our investment portfolio has been allocated to corporate bonds and structured credit products, a key component of our investment strategy is the opportunistic acquisition of investment funds with attractive risk and return profiles. Our investment fund portfolio consists of funds that employ various strategies including mortgage and real estate funds, credit funds, private equity funds and hedge funds. We currently target investments that are fixed-income-like or income producing and that have embedded downside protection. We also prefer investment funds that have a high degree of co-investment, have a stated maturity value or have reduced volatility versus pure equity. A majority of our investments in traditional private equity investments and hedge funds are a result of the acquisition of Aviva USA, which had existing private equity and hedge fund investment portfolios at the time of acquisition. We also acquired the AAA investment funds (which are classified as private equity investments and consolidated VIEs) as a one-time capital contribution by our largest shareholder in advance of the Aviva USA acquisition. With respect to investment fund portfolios that we receive in these transactions, we actively reinvest these investments in our preferred credit-oriented strategies over time as we liquidate these holdings.

We hold derivatives for economic hedging purposes to reduce our exposure to the cash flow variability of assets and liabilities, equity market risk, interest rate risk, credit risk, and to a lesser extent, foreign exchange risk. Our primary use of derivative instruments relates to providing the income needed to fund the annual indexed credits on our FIA products. We use fixed indexed options primarily to economically hedge FIA products that guarantee the return of principal to the policyholder and credit interest based on a percentage of the gain in a specific market index.

With respect to derivative positions, we transact with highly rated counterparties, and do not expect the counterparties to fail to meet their obligations under the contracts. We generally use industry standard agreements and annexes with bilateral collateral provisions to further reduce counterparty credit exposure.

AFS Securities

We invest with the intent to hold investments to maturity. In selecting investments we attempt to source investments that match our future cash flow needs. However, we may sell any of our investments in advance of maturity in order to timely satisfy our liabilities as they become due or in order to respond to a change in the credit profile or other characteristics of the particular investment.

AFS fixed maturity securities are carried at fair value on our consolidated balance sheets. Changes in fair value for our AFS portfolio, net of related DAC, DSI and VOBA amortization and GLWB and GMDB reserve changes, are charged or credited to other comprehensive income, net of tax. Declines in fair value that are other than temporary are recorded as realized losses in the consolidated statements of income, net of any applicable non-credit component of the loss, which is recorded as an adjustment to other comprehensive income.

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The distribution of our AFS securities, including related parties, by type is as follows as of the dates indicated (dollars in millions):

	June 30, 2016				
	Amortized Cost	Unrealized Gain	Unrealized Loss	Fair Value	Percent of Total
Fixed maturity securities portfolio by type:					
U.S. government and agencies	\$ 91	\$ 3	\$ —	\$ 94	0.2%
U.S. state, municipal, and political subdivisions	1,052	220	(1)	1,271	2.5%
Foreign governments	2,345	233	(11)	2,567	5.1%
Corporate	27,598	1,725	(203)	29,120	58.1%
CLOs	5,010	5	(458)	4,557	9.1%
ABS	2,649	32	(70)	2,611	5.2%
CMBS	1,637	68	(13)	1,692	3.4%
RMBS	7,769	143	(187)	7,725	15.4%
Total fixed maturity securities	48,151	2,429	(943)	49,637	99.0%
Equity securities	181	15	(2)	194	0.4%
Total AFS securities	48,332	2,444	(945)	49,831	99.4%
Fixed maturity securities – related parties					
CLOs	264	—	(25)	239	0.5%
ABS	59	—	(1)	58	0.1%
Total AFS securities – related parties	323	—	(26)	297	0.6%
Total AFS securities, including related parties	\$ 48,655	\$ 2,444	\$ (971)	\$ 50,128	100.0%
December 31, 2015					
	Amortized Cost	Unrealized Gain	Unrealized Loss	Fair Value	Percent of Total
Fixed maturity securities portfolio by type:					
U.S. government and agencies	\$ 44	\$ 1	\$ —	\$ 45	0.1%
U.S. state, municipal, and political subdivisions	1,075	100	(10)	1,165	2.4%
Foreign governments	2,467	17	(20)	2,464	5.1%
Corporate	26,979	523	(566)	26,936	55.5%
CLOs	4,943	4	(392)	4,555	9.4%
ABS	2,944	33	(59)	2,918	6.0%
CMBS	1,725	33	(20)	1,738	3.6%
RMBS	8,050	128	(183)	7,995	16.5%
Total fixed maturity securities	48,227	839	(1,250)	47,816	98.6%
Equity securities	367	40	—	407	0.8%
Total AFS securities	48,594	879	(1,250)	48,223	99.4%
Fixed maturity securities – related parties					
CLOs	271	—	(23)	248	0.5%
ABS	61	—	(1)	60	0.1%
Total AFS securities – related parties	332	—	(24)	308	0.6%
Total AFS securities, including related parties	\$ 48,926	\$ 879	\$ (1,274)	\$ 48,531	100.0%

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	December 31, 2014				
	Amortized Cost	Unrealized Gain	Unrealized Loss	Fair Value	Percent of Total
Fixed maturity securities portfolio by type:					
U.S. government and agencies	\$ 68	\$ 3	\$ —	\$ 71	0.2%
U.S. state, municipal, and political subdivisions	1,304	168	(1)	1,471	3.3%
Corporate	26,750	1,062	(90)	27,722	61.2%
CLOs	3,719	16	(115)	3,620	8.0%
ABS	2,636	48	(18)	2,666	5.9%
CMBS	2,890	54	(14)	2,930	6.5%
RMBS	6,040	221	(38)	6,223	13.8%
Total fixed maturity securities	43,407	1,572	(276)	44,703	98.9%
Equity securities	142	48	—	190	0.4%
Total AFS securities	43,549	1,620	(276)	44,893	99.3%
Fixed maturity securities – related parties					
CLOs	270	—	(10)	260	0.6%
ABS	66	—	—	66	0.1%
Total AFS securities – related parties	336	—	(10)	326	0.7%
Total AFS securities, including related parties	\$ 43,885	\$ 1,620	\$ (286)	\$45,219	100.0%

Fixed Maturity Securities

We maintain a diversified AFS portfolio of corporate fixed maturity securities across industries and issuers, and a diversified portfolio of structured securities. The composition of our AFS fixed maturity securities, including related parties, is as follows (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Fair Value	Percent of Total	Fair Value	Percent of Total	Fair Value	Percent of Total
Corporate:						
Industrial other (1)	\$ 10,585	21.3%	\$ 9,918	20.6%	\$ 10,691	23.7%
Financial	8,659	17.3%	7,941	16.5%	7,291	16.2%
Utilities	6,263	12.5%	5,864	12.2%	6,648	14.8%
Communication	2,080	4.2%	1,820	3.8%	1,763	3.9%
Transportation	1,533	3.1%	1,393	2.9%	1,329	3.0%
Total corporate	29,120	58.4%	26,936	56.0%	27,722	61.6%
Other government-related securities						
State, municipal and political subdivisions	1,271	2.5%	1,165	2.4%	1,471	3.3%
Foreign governments	2,567	5.1%	2,464	5.1%	—	—%
U.S. treasuries	94	0.2%	45	0.1%	71	0.2%
Total non-structured securities	33,052	66.2%	30,610	63.6%	29,264	65.1%
Structured securities:						
CLOs	4,796	9.6%	4,803	10.0%	3,880	8.6%
ABS	2,669	5.3%	2,978	6.2%	2,732	6.1%
CMBS	1,692	3.4%	1,738	3.6%	2,930	6.5%
RMBS:						
Agency	130	0.3%	142	0.3%	247	0.5%
Non-agency	7,595	15.2%	7,853	16.3%	5,976	13.2%
Total structured securities	16,882	33.8%	17,514	36.4%	15,765	34.9%
Total fixed maturity securities, including related parties	\$ 49,934	100.0%	\$ 48,124	100.0%	\$ 45,029	100.0%

(1) Includes securities within various industry segments including capital goods, basic industry, consumer cyclical, consumer non-cyclical, industrial, and technology.

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The fair value of our total fixed maturity securities, including related parties, was \$49.9 billion and \$48.1 billion as of June 30, 2016 and December 31, 2015, respectively. The increase was primarily attributed to a decrease in U.S. treasury rates.

The fair value of our total fixed maturity securities, including related parties, was \$48.1 billion and \$45.0 billion as of December 31, 2015 and 2014, respectively. The increase in 2015 was primarily attributed to the acquisition of DLD and the investment of the capital raise proceeds, partially offset by unrealized losses in 2015. The acquisition of DLD in October 2015 increased our total fixed maturity securities by \$4.0 billion. The unrealized losses of \$1.7 billion were primarily driven by the increase in U.S. treasury rates as well as the widening of credit spreads in 2015.

The Securities Valuation Office (“SVO”) of the NAIC is responsible for the credit quality assessment and valuation of securities owned by state regulated insurance companies. Insurance companies report ownership of securities to the SVO when such securities are eligible for filing on the relevant schedule of the NAIC Financial Statement Blank. The SVO conducts credit analysis on these securities for the purpose of assigning an NAIC designation and/or unit price. Typically, if a security has been rated by an NRSRO, the SVO utilizes that rating and assigns an NAIC designation based upon the following system:

NAIC designation	NRSRO equivalent rating
1	AAA/AA/A
2	BBB
3	BB
4	B
5	CCC
6	CC and lower

The SVO’s loan-backed and structured securities (“LBaSS”) methodology is focused on determining the risk associated with the recovery of the amortized cost of each security. In contrast, the NRSRO ratings methodology is focused on the likelihood of recovery of all contractual payments, including principal at par regardless of entry price. The NRSRO rating assumes that the holder is the original purchaser at par whereas the modeled and non-modeled LBaSS ratings are focused on the recovery of current amortized cost. As the NAIC ratings methodology considers our investment and amortized cost, and the likelihood of recovery of that book value as opposed to the likelihood of default of the security, we view the NAIC ratings methodology as the most appropriate way to view our fixed maturity portfolio from a ratings perspective since a large portion of our holdings were purchased at a significant discount to par.

Specific to LBaSS, the SVO has developed a ratings process and provides instruction on both modeled and non-modeled LBaSS. The modeled LBaSS process is specific to the RMBS and CMBS asset classes. In order to establish ratings at the individual security level, the SVO obtains loan-level analysis of each RMBS and CMBS using a selected vendor’s proprietary financial model. The SVO ensures that the vendor has extensive internal quality-control processes in place and the SVO conducts its own quality-control checks of the selected vendor’s valuation process. The NAIC retained the services of Pacific Investment Management Co.’s advisory services (“PIMCO Advisory”) to model non-agency RMBS owned by U.S. insurers in 2014. The SVO switched from PIMCO Advisory to Blackrock, Inc. (“Blackrock”) for non-agency RMBS in 2015. For CMBS, the SVO has retained the services of Blackrock for all years presented. PIMCO Advisory and Blackrock, specific to the periods referred to above (the “selected vendors”), provide five prices (“breakpoints” based on each U.S. insurer’s statutory book value price) to utilize in determining the NAIC designation for each modeled LBaSS. For non-modeled LBaSS (ABS and CLOs) with the initial rating of NAIC 1 or NAIC 6, the rating remains the same through the life of the security. For non-modeled LBaSS with the initial rating of NAIC 2 through NAIC 5, the selected vendors are not utilized and the NAIC designations are set using a standardized table of breakpoints provided by the SVO for application to the insurer’s statutory book value price. The NAIC designation determines the associated level of RBC that an insurer is required to hold for modeled LBaSS owned

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by the insurer. In general, under both the modeled and non-modeled LBaSS processes, the larger the discount to par value, the stronger the NAIC rating the LBaSS will have.

A summary of our AFS fixed maturity securities, including related parties, by NAIC designation (with our German operations applying NRSRO ratings to map to NAIC ratings as noted above) is as follows (dollars in millions):

NAIC designation	June 30, 2016			December 31, 2015			December 31, 2014		
	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total
1	\$ 27,904	\$ 28,973	58.0%	\$ 28,961	\$ 29,022	60.3%	\$ 26,225	\$ 27,072	60.1%
2	17,228	17,867	35.8%	16,983	16,696	34.7%	15,635	16,098	35.8%
Total investment grade	45,132	46,840	93.8%	45,944	45,718	95.0%	41,860	43,170	95.9%
3	2,816	2,635	5.3%	2,358	2,182	4.6%	1,578	1,562	3.5%
4	477	415	0.8%	216	194	0.4%	282	273	0.6%
5	35	28	0.1%	23	14	—%	10	10	—%
6	14	16	—%	18	16	—%	13	14	—%
Total below investment grade	3,342	3,094	6.2%	2,615	2,406	5.0%	1,883	1,859	4.1%
Total fixed maturity securities, including related parties	\$ 48,474	\$ 49,934	100.0%	\$ 48,559	\$ 48,124	100.0%	\$ 43,743	\$ 45,029	100.0%

Substantially all of our AFS fixed maturity portfolio, 93.8%, 95.0% and 95.9% as of June 30, 2016, December 31, 2015 and 2014, respectively, was invested in investment grade assets with a NAIC rating of 1 or 2.

A summary of our AFS fixed maturity securities, including related parties, by NRSRO ratings is set forth below (dollars in millions):

NRSRO rating agency designation	June 30, 2016		December 31, 2015		December 31, 2014	
	Fair Value	Percent of Total	Fair Value	Percent of Total	Fair Value	Percent of Total
AAA/AA/A	\$ 18,917	38.0%	\$ 17,906	37.2%	\$ 16,885	37.5%
BBB	17,094	34.2%	16,481	34.2%	15,837	35.2%
Non-rated (1)	5,313	10.6%	5,325	11.1%	4,696	10.4%
Total investment grade	41,324	82.8%	39,712	82.5%	37,418	83.1%
BB	2,955	5.9%	2,937	6.1%	2,896	6.4%
B	961	1.9%	729	1.5%	774	1.7%
CCC	1,996	4.0%	2,104	4.4%	2,026	4.5%
CC and lower	2,242	4.5%	2,211	4.6%	1,688	3.8%
Non-rated (1)	456	0.9%	431	0.9%	227	0.5%
Total below investment grade	8,610	17.2%	8,412	17.5%	7,611	16.9%
Total fixed maturity securities, including related parties	\$ 49,934	100.0%	\$ 48,124	100.0%	\$ 45,029	100.0%

(1) Securities denoted as non-rated by the NRSRO were classified as investment or non-investment grade according to the security's respective NAIC rating.

Consistent with the NAIC Process and Procedures Manual, an NRSRO rating was assigned based on the following criteria: (a) the equivalent S&P rating where the security is rated by one NRSRO; (b) the equivalent S&P rating of the lowest NRSRO when the security is rated by two NRSROs; and (c) the equivalent S&P rating of the second lowest NRSRO if the security is rated by three or more NRSROs. If the lowest two NRSRO ratings are equal, then such rating will be the assigned rating. NRSRO ratings available for the periods presented were S&P, Fitch, Moody's Investor Service ("Moody's"), DBRS, and Kroll Bond Rating Agency, Inc. ("KBRA").

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The portion of our AFS fixed maturity portfolio that was considered below investment grade based on NRSRO ratings was 17.2%, 17.5% and 16.9% as of June 30, 2016, December 31, 2015 and 2014, respectively. The primary driver of the difference in the percentage of securities considered below investment grade by NRSROs as compared to the securities considered below investment grade by the NAIC relates to the difference in ratings methodologies between the NRSRO and NAIC for RMBS due to investments acquired at a discount to par value, as discussed above. The primary driver of the increase in the percentage of NRSRO below investment grade securities and the corresponding increase in NAIC below investment grade securities as of December 31, 2015 from 2014 was driven by the reinvestment activity and the volatile economic environment.

As of June 30, 2016, December 31, 2015 and 2014, the non-rated securities shown above were comprised of 46%, 52% and 63%, respectively, of private placement securities for which we have not sought individual ratings from the NRSROs and 42%, 43% and 22%, respectively, of RMBS, many of which were acquired at a significant discount to par. We rely on internal analysis of credit risk and ratings assigned by the NAIC. As of June 30, 2016, December 31, 2015 and 2014, 92%, 93% and 95%, respectively, of the non-rated securities were designated NAIC 1 or 2.

Asset-backed Securities - We invest in ABS which are securitized by pools of assets such as consumer loans, student loans, insurance-linked securities (“ILS”) and corporate debt. These holdings were \$2.7 billion, \$3.0 billion and \$2.7 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. As of June 30, 2016, December 31, 2015 and 2014, our ABS portfolio included approximately \$2.5 billion (93% of the total), \$2.8 billion (95% of the total) and \$2.6 billion (95% of the total), respectively, of securities that are considered investment grade based on NAIC ratings, while approximately \$2.2 billion (84% of the total), \$2.6 billion (86% of the total) and \$2.4 billion (88% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

Collateralized Loan Obligations - We also invest in CLOs which pay principal and interest from cash flows received from underlying corporate loans. These holdings were \$4.8 billion, \$4.8 billion and \$3.9 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The increase as of December 31, 2015 from 2014 was primarily attributable to the reinvestment of the Aviva USA acquired portfolio as our asset managers continued to opportunistically invest in this asset class. As of June 30, 2016, December 31, 2015 and 2014, our CLO portfolio included approximately \$4.0 billion (83% of the total), \$4.1 billion (86% of the total) and \$3.4 billion (87% of the total), respectively, of securities that are considered investment grade based on NAIC ratings while approximately \$3.9 billion (81% of the total), \$3.9 billion (81% of the total) and \$2.8 billion (72% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

Commercial Mortgage-backed Securities - A portion of our fixed maturity AFS portfolio is invested in CMBS. CMBS are constructed from pools of commercial mortgages. These holdings were \$1.7 billion, \$1.7 billion and \$2.9 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The decrease as of December 31, 2015 from 2014 was primarily due to routine sales, maturities and paydowns with new money reinvested in other asset classes. As of June 30, 2016, December 31, 2015 and 2014, our CMBS portfolio included approximately \$1.7 billion (100% of the total), \$1.7 billion (100% of the total) and \$2.9 billion (100% of the total), respectively, of securities that are considered investment grade based on NAIC ratings while approximately \$1.1 billion (66% of the total), \$1.0 billion (60% of the total) and \$2.6 billion (88% of the total), respectively, of securities were considered investment grade based on NRSRO ratings. Declines in the investment grade portion of CMBS as of December 31, 2015 from 2014, based on NRSRO ratings, were a result of scheduled maturities and opportunistic sales of investment grade bonds.

Residential Mortgage-backed Securities - As part of our core investment strategy, a portion of our fixed maturity AFS portfolio is invested in RMBS. RMBS are securities constructed from pools of residential mortgages and backed by payments from those pools. Excluding limitations on access to lending and other

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extraordinary economic conditions, prepayments of principal on the underlying loans can be expected to accelerate with decreases in market interest rates and diminish with increases in interest rates. Our investments in RMBS are primarily non-agency RMBS having a significant focus on assets with attractive entry prices, which in general results in investment grade ratings by the NAIC given the likelihood that we ultimately receive principal and interest distributions in an amount at least equal to our cost. These holdings were \$7.7 billion, \$8.0 billion and \$6.2 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The increase as of December 31, 2015 from 2014 was primarily due to the reinvestment of Aviva USA's investments.

A summary of our AFS RMBS portfolio by NAIC and NRSRO quality ratings is as follows (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Fair Value	Percent of Total	Fair Value	Percent of Total	Fair Value	Percent of Total
NAIC designation						
1	\$ 7,132	92.3%	\$ 7,351	91.9%	\$ 5,892	94.7%
2	437	5.7%	463	5.8%	228	3.7%
Total investment grade	7,569	98.0%	7,814	97.7%	6,120	98.4%
3	133	1.7%	157	2.0%	50	0.8%
4	20	0.3%	20	0.3%	44	0.7%
5	—	—%	1	—%	9	0.1%
6	3	—%	3	—%	—	—%
Total below investment grade	156	2.0%	181	2.3%	103	1.6%
Total RMBS	\$ 7,725	100.0%	\$ 7,995	100.0%	\$ 6,223	100.0%
NRSRO rating agency designation						
AAA/AA/A	\$ 217	2.8%	\$ 315	3.9%	\$ 377	6.1%
BBB	274	3.5%	227	2.8%	180	2.9%
Non-rated (1)	2,339	30.3%	2,366	29.6%	1,087	17.5%
Total investment grade	2,830	36.6%	2,908	36.3%	1,644	26.5%
BB	299	3.9%	328	4.2%	452	7.2%
B	346	4.5%	417	5.2%	439	7.1%
CCC	1,939	25.1%	2,048	25.6%	1,978	31.8%
CC and lower	2,240	29.0%	2,211	27.7%	1,689	27.1%
Non-rated (1)	71	0.9%	83	1.0%	21	0.3%
Total below investment grade	4,895	63.4%	5,087	63.7%	4,579	73.5%
Total RMBS	\$ 7,725	100.0%	\$ 7,995	100.0%	\$ 6,223	100.0%

(1) Securities denoted as non-rated by the NRSRO were classified as investment or non-investment grade according to the security's respective NAIC rating.

As we focus on acquiring RMBS assets with attractive entry prices, some of these assets have experienced deterioration in credit quality since their issuance. Many of these securities were acquired at a discount to par value that resulted in a statutory book price that yields an investment grade NAIC rating. As a result of deterioration in credit quality since issuance, these securities are generally considered below investment grade based on NRSRO ratings methodologies. As a result, we have a significant difference in the number of securities considered below investment grade when evaluated under the NRSRO ratings methodologies when compared with the ratings evaluated under the NAIC ratings methodology.

The NRSRO non-rated investment grade securities were 30.3%, 29.6% and 17.5% as of June 30, 2016, December 31, 2015 and 2014, respectively. The increase as of December 31, 2015 from 2014 was primarily due to the reinvestment of the Aviva USA investments, which involved the acquisition of non-agency RMBS at

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significant discounts to par that are unrated by the NRSRO and rated investment grade by the NAIC. The increase in total RMBS holdings as of December 31, 2015 from 2014 was attributed to the reinvestment activity and was the primary driver of the decrease in the percentage of NRSRO below investment grade securities to 63.7% from 73.5%, respectively.

Unrealized Losses

Our investments in fixed maturity securities, including related parties, are reported at fair value with changes in fair value recorded in other comprehensive income. Certain of our fixed maturity securities, including related parties, have experienced declines in fair value that we consider temporary in nature. As of June 30, 2016, our fixed maturity securities, including related parties had a fair value of approximately \$49.9 billion, which was approximately 3.0% above amortized cost of approximately \$48.5 billion. As of December 31, 2015, our fixed maturity securities, including related parties had a fair value of approximately \$48.1 billion, which was approximately 0.9% below amortized cost of approximately \$48.6 billion. As of December 31, 2014 our fixed maturity securities, including related parties had a market value of approximately \$45.0 billion, which was approximately 2.9% above amortized cost of approximately \$43.7 billion in 2014. These investments are held to support our product liabilities and we currently have the intent and ability to hold these securities until sale or maturity, and believe the securities will recover the amortized cost basis prior to sale or maturity.

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The following tables reflect the unrealized losses on the AFS fixed maturity portfolio, including related parties, by NAIC quality ratings (dollars in millions):

June 30, 2016						
NAIC designation	Amortized Cost of Securities with Unrealized Loss	Gross Unrealized Loss	Fair Value of Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Fixed Maturity Securities	Percent of Loss to Total AFS Fair Value NAIC Rating
1	\$ 9,429	\$ (433)	\$ 8,996	95.4%	\$ 28,973	(1.5)%
2	3,486	(246)	3,240	92.9%	17,867	(1.4)%
Total investment grade	12,915	(679)	12,236	94.7%	46,840	(1.4)%
3	1,964	(220)	1,744	88.8%	2,635	(8.3)%
4	427	(64)	363	85.0%	415	(15.4)%
5	23	(6)	17	73.9%	28	(21.4)%
6	1	—	1	100.0%	16	— %
Total below investment grade	2,415	(290)	2,125	88.0%	3,094	(9.4)%
Total	\$ 15,330	\$ (969)	\$ 14,361	93.7%	\$ 49,934	(1.9)%

December 31, 2015						
NAIC designation	Amortized Cost of Securities with Unrealized Loss	Gross Unrealized Loss	Fair Value of Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Fixed Maturity Securities	Percent of Loss to Total AFS Fair Value NAIC Rating
1	\$ 13,818	\$ (496)	\$ 13,322	96.4%	\$ 29,022	(1.7)%
2	7,600	(542)	7,058	92.9%	16,696	(3.2)%
Total investment grade	21,418	(1,038)	20,380	95.2%	45,718	(2.3)%
3	1,772	(196)	1,576	88.9%	2,182	(9.0)%
4	185	(29)	156	84.3%	194	(14.9)%
5	23	(9)	14	60.9%	14	(64.3)%
6	6	(2)	4	66.7%	16	(12.5)%
Total below investment grade	1,986	(236)	1,750	88.1%	2,406	(9.8)%
Total	\$ 23,404	\$ (1,274)	\$ 22,130	94.6%	\$ 48,124	(2.6)%

December 31, 2014						
NAIC designation	Amortized Cost of Securities with Unrealized Loss	Gross Unrealized Loss	Fair Value of Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Fixed Maturity Securities	Percent of Loss to Total AFS Fair Value NAIC Rating
1	\$ 7,796	\$ (149)	\$ 7,647	98.1%	\$ 27,072	(0.6)%
2	2,956	(79)	2,877	97.3%	16,098	(0.5)%
Total investment grade	10,752	(228)	10,524	97.9%	43,170	(0.5)%
3	878	(45)	833	94.9%	1,562	(2.9)%
4	170	(13)	157	92.4%	273	(4.8)%
5	2	—	2	100.0%	10	— %
6	4	—	4	100.0%	14	— %
Total below investment grade	1,054	(58)	996	94.5%	1,859	(3.1)%
Total	\$ 11,806	\$ (286)	\$ 11,520	97.6%	\$ 45,029	(0.6)%

As of June 30, 2016 and December 31, 2015, we held \$3.2 billion and \$3.1 billion, respectively, in energy sector fixed maturity securities, or 6% of the total fixed maturity securities including related parties for each

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period. The gross unrealized capital losses on these securities were \$130 million and \$300 million, or 13% and 24% of the total unrealized losses, respectively.

Other-Than-Temporary Impairments

For our OTTI policy and the identification of securities that could potentially have impairments see “Note 3 – Investments” to our unaudited condensed consolidated financial statements and notes thereto, “Note 4 – Investments” to our audited consolidated financial statements and notes thereto and “—Critical Accounting Estimates and Judgments—Investments—Other—Than—Temporary Impairments.” During the six months ended June 30, 2016, we recorded \$21 million of OTTI losses comprised of \$8 million related to state, municipal and political subdivisions, \$5 million related to ABS, \$5 million related to corporate fixed maturities, \$2 million related to RMBS and \$1 million related to real estate. Of the OTTI losses recognized, \$3 million related to the energy sector. During the six months ended June 30, 2015, we recorded \$15 million of OTTI losses comprised of \$7 million related to state, municipal and political subdivisions, \$7 million related to corporate fixed maturities and \$1 million related to RMBS. Of the OTTI losses recognized, \$7 million related to the energy sector. During the year ended December 31, 2015, we recorded \$30 million of OTTI losses comprised of \$20 million related to corporate fixed maturities, \$8 million related to state, municipal, and other political subdivisions, \$1 million related to RMBS and \$1 million related to mortgage loans. Of the OTTI losses recognized, \$17 million related to the energy sector. During the year ended December 31, 2014, we recorded \$6 million of OTTI losses comprised of \$4 million related to corporate fixed maturities and \$2 million related to mortgage loans. There were no OTTI losses related to the energy sector for the year ended December 31, 2014. During the year ended December 31, 2013 we recorded \$1 million of OTTI losses all of which related to the energy sector. The annualized OTTI losses we have experienced for the six months ended June 30, 2016 and 2015 translate into 6 basis points and 5 basis points, respectively, of average invested assets. The OTTI losses we have experienced translate into 5 basis points, 1 basis point and 0 basis points of average invested assets for the years ended December 31, 2015, 2014 and 2013, respectively.

International Exposure

A portion of our fixed maturity securities are invested in securities with international exposure. As of June 30, 2016, December 31, 2015 and 2014, 31%, 31% and 24%, respectively, of the carrying value of our fixed maturity securities, including related parties was comprised of securities of issuers based outside of the United States and debt securities of foreign governments. These securities are either denominated in U.S. dollars or do not expose us to significant foreign currency risk as a result of foreign currency swap arrangements.

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The following table presents our international exposure in our fixed maturity securities portfolio, including related parties, by country or region (dollars in millions):

Country of risk	June 30, 2016			December 31, 2015			December 31, 2014		
	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total
Ireland	\$ 530	\$ 548	3.6%	\$ 553	\$ 547	3.7%	\$ 282	\$ 291	2.6%
Italy	204	213	1.4%	244	250	1.7%	9	10	0.1%
Spain	184	194	1.2%	197	201	1.3%	37	39	0.4%
Total Portugal, Ireland, Italy, Greece and Spain ⁽¹⁾	918	955	6.2%	994	998	6.7%	328	340	3.1%
Other Europe	6,201	6,564	42.2%	6,417	6,442	43.1%	3,979	4,100	37.3%
Total Europe	7,119	7,519	48.4%	7,411	7,440	49.8%	4,307	4,440	40.4%
Non-U.S. North America	6,003	5,756	37.0%	5,752	5,399	36.1%	4,349	4,325	39.4%
Australia & New Zealand	1,279	1,347	8.7%	1,211	1,215	8.1%	1,392	1,434	13.0%
Central & South America	466	487	3.1%	385	365	2.4%	216	211	1.9%
Africa & Middle East	119	123	0.8%	133	134	0.9%	86	88	0.8%
Asia/Pacific	289	284	1.8%	388	381	2.5%	452	469	4.3%
Supranational	28	30	0.2%	28	27	0.2%	21	21	0.2%
Total	\$ 15,303	\$ 15,546	100.0%	\$ 15,308	\$ 14,961	100.0%	\$ 10,823	\$ 10,988	100.0%

(1) As of each of June 30, 2016, December 31, 2015 and 2014, we had no holdings in Portugal or Greece.

Approximately 90.5%, 92.0% and 94.5% of these securities are investment grade by NAIC designation as of June 30, 2016, December 31, 2015 and 2014, respectively. As of June 30, 2016, 7% of our fixed maturity securities, including related parties, were invested in securities of non-U.S. issuers by our German Group Companies, 7% were invested in CLOs of Cayman Islands issuers (for which underlying investments are largely loans to U.S. issuers) and 17% were invested in other non-U.S. issuers.

Portugal, Ireland, Italy, Greece and Spain continue to represent credit risk as economic conditions in these countries continue to be volatile, especially within the financial and banking sectors. We had \$955 million, \$998 million and \$340 million as of June 30, 2016, December 31, 2015 and 2014, respectively, of exposure in these countries. The increase as of December 31, 2015 from 2014 was primarily due to an increase in our international portfolio as a result of the acquisition of DLD which added \$668 million to our investments in these countries while increasing our total international exposure by \$3.4 billion. As of June 30, 2016 and December 31, 2015 we had \$398 million and \$547 million, respectively, of exposure to sovereign issuers in Spain, Ireland and Italy as a result of investments acquired in the DLD acquisition, whereas we held no such investments as of December 31, 2014.

The effects on our investments in non-U.S. securities as a result of Brexit is unknown at this time, but the effects of Brexit are likely to lead to greater volatility in global financial markets in the near term. As of June 30, 2016, we held United Kingdom and Channel Islands fixed maturity securities of \$1.6 billion, or 3.1% of the total fixed maturities including related parties. As of June 30, 2016, these securities were in an unrealized gain position of \$42 million. Our investment managers analyze each holding for credit risk by economic and other factors of each country and industry.

Trading Securities

Trading securities, including related parties, were \$2.9 billion, \$2.7 billion and \$3.1 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The decrease as of December 31, 2015 from 2014 was driven

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by a change in investments held in our ceded funds withheld portfolios as a result of two reinsurance agreements that changed from funds withheld to coinsurance. The remaining trading securities are primarily comprised of AmerUs Closed Block securities for which we have elected the fair value option valuation, CLO equity tranche securities, structured securities with embedded derivatives, and investments which support various reinsurance arrangements.

Mortgage Loans

The following is a summary of our mortgage loan portfolio by collateral type (dollars in millions):

Property type	June 30, 2016		December 31, 2015		December 31, 2014	
	Net Carrying Value	Percent of Total	Net Carrying Value	Percent of Total	Net Carrying Value	Percent of Total
Hotels	\$ 942	16.6%	\$ 877	15.9%	\$ 705	12.9%
Retail	1,319	23.2%	1,230	22.4%	1,338	24.5%
Office building	1,248	22.1%	1,274	23.2%	1,301	23.8%
Industrial	772	13.6%	821	14.9%	936	17.1%
Apartment	809	14.2%	907	16.5%	809	14.8%
Other commercial (1)	489	8.6%	291	5.3%	376	6.9%
Total net mortgage loans	5,579	98.3%	5,400	98.2%	5,465	100.0%
Residential loans	99	1.7%	100	1.8%	—	—%
Total mortgage loans, net of allowances	\$ 5,678	100.0%	\$ 5,500	100.0%	\$ 5,465	100.0%

(1) Other commercial loans include investments in nursing homes, parking garages, restaurants, mobile home parks and other commercial properties.

We invest a portion of our investment portfolio in mortgage loans, which are generally comprised of high quality commercial first lien and mezzanine real estate loans. Our mortgage loan holdings were \$5.7 billion as of June 30, 2016 and \$5.5 billion as of each of December 31, 2015 and 2014. This included \$1.3 billion, \$1.1 billion and \$1.0 billion of mezzanine mortgage loans for the respective periods. We have acquired mortgage loans through acquisitions and reinsurance arrangements, as well as through an active program to invest in new mortgage loans. We invest in mortgage loans on income producing properties including hotels, apartments, retail and office buildings, and other commercial and industrial properties. Loan-to-value ratios at the time of loan approval are generally 75% or less.

Our mortgage loans are primarily stated at unpaid principal balance, adjusted for any unamortized premium or discount, and net of valuation allowances. Interest income is accrued on the principal amount of the loan based on the loan's contractual interest rate. Amortization of premiums and discounts is recorded using the effective interest method. Interest income, amortization of premiums and discounts, and prepayment fees are reported in net investment income.

It is our policy to cease to accrue interest on loans that are over 90 days delinquent. For loans less than 90 days delinquent, interest is accrued unless it is determined that the accrued interest is not collectible. If a loan becomes over 90 days delinquent, it is our general policy to initiate foreclosure proceedings unless a workout arrangement to bring the loan current is in place. As of June 30, 2016, we had \$43 million of mortgage loans that were 90 days past due and \$14 million in the process of foreclosure. As of December 31, 2015, we had \$39 million of mortgage loans that were 90 days past due and \$18 million in the process of foreclosure. As of December 31, 2014, there were no mortgage loans that were 90 days past due or in the process of foreclosure.

See "Note 3 – Investments" to our unaudited condensed consolidated financial statements and notes thereto and "Note 4 – Investments" to our audited consolidated financial statements and notes thereto for information regarding valuation allowance for collection loss, impairments, loan-to-value, and debt service coverage.

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As of June 30, 2016 and June 30, 2015, we had not established any specific loan valuation allowances and we recorded no OTTI through net income. Additionally, we have established a collective loan loss allowance of \$1 million as of June 30, 2016 and June 30, 2015 attributable to loans acquired in connection with the acquisition of Aviva USA.

As of December 31, 2015, 2014 and 2013 we had not established any specific loan valuation allowances; however, we recorded OTTI through net income of \$1 million, \$2 million and \$0 million, respectively. Additionally, we established a collective loan loss allowance of \$2 million as of December 31, 2015 and \$1 million as of December 31, 2014 attributable to loans acquired in connection with the acquisition of Aviva USA. We did not record any OTTI in 2013.

Investment Funds and Variable Interest Entities

Our investment funds investment strategy primarily focuses on funds with core holdings of credit assets, real assets, real estate, preferred equity and income producing assets. Our investment strategy focuses on sourcing assets with the following characteristics: (i) investments that constitute a direct investment or an investment in a fund with a high degree of co-investment; (ii) investments with debt-like characteristics, or alternatively, investments with reduced volatility when compared to pure equity; and (iii) investments including some element of downside protection as compared to a pure directional investment. Our current investment funds and VIE holdings are significantly influenced by the contribution of AAA investment funds (the “AAA Contribution”) as further described in “Note 19 – Related Parties” to our audited consolidated financial statements and notes thereto, and investment funds we acquired in the Aviva USA acquisition.

At the time of the AAA Contribution, the contributed assets largely consisted of co-investments with Apollo private equity funds. However, the attributes of the contributed assets have changed significantly since the initial transaction primarily due to the initial public offering of two underlying fund investment holdings. As of June 30, 2016, the assets consisted of \$213 million of publicly-traded equity securities, a substantial portion of which is in the process of being liquidated.

Our investment funds generally meet the definition of a VIE, and in certain cases these investment funds are consolidated in our financial statements because we meet the criteria of the primary beneficiary. See “Note 5 – Variable Interest Entities” to our unaudited condensed consolidated financial statements and notes thereto and “Note 6 – Variable Interest Entities” to our audited consolidated financial statements and notes thereto for further discussion on our investment funds that meet the criteria for consolidation and the accounting treatment for them.

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The following table illustrates our consolidated VIE positions as of the dates indicated (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Assets of consolidated VIEs						
Investments						
Trading securities						
Fixed maturity securities	\$ 704	45.8%	\$ 722	45.4%	\$ 763	20.3%
Equity securities	266	17.3%	309	19.4%	510	13.6%
Loans held for investment	—	—%	—	—%	2,071	55.1%
Investment funds	540	35.1%	534	33.6%	65	1.7%
Cash and cash equivalents	6	0.4%	6	0.4%	10	0.3%
Restricted cash	9	0.6%	—	—%	43	1.1%
Goodwill	—	—%	—	—%	226	6.0%
Other assets	12	0.8%	20	1.2%	72	1.9%
Total assets of consolidated VIEs	<u>\$ 1,537</u>	<u>100.0%</u>	<u>\$ 1,591</u>	<u>100.0%</u>	<u>\$ 3,760</u>	<u>100.0%</u>
Liabilities of consolidated VIEs						
Borrowings	\$ 500	97.7%	\$ 500	96.7%	\$ 2,017	96.3%
Other liabilities	12	2.3%	17	3.3%	77	3.7%
Total liabilities of consolidated VIEs	<u>\$ 512</u>	<u>100.0%</u>	<u>\$ 517</u>	<u>100.0%</u>	<u>\$ 2,094</u>	<u>100.0%</u>

The assets of consolidated VIEs were \$1.5 billion, \$1.6 billion and \$3.8 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The decrease as of December 31, 2015 from 2014 was primarily attributed to the deconsolidation of MidCap Financial at the beginning of 2015.

The liabilities of consolidated VIEs were \$512 million, \$517 million and \$2.1 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The decrease as of December 31, 2015 from 2014 was primarily attributed to the deconsolidation of MidCap Financial at the beginning of 2015.

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The following table illustrates our investment funds, including related party positions of our non-consolidated VIEs and investment funds owned by consolidated VIEs (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Investment funds						
Private equity	\$ 277	12.1%	\$ 263	11.6%	\$ 205	13.8%
Mortgage and real estate	107	4.7%	101	4.5%	99	6.7%
Natural resources	5	0.2%	6	0.3%	9	0.6%
Hedge funds	77	3.4%	86	3.8%	239	16.1%
Credit funds	252	10.8%	277	12.3%	280	18.9%
Total investment funds	718	31.2%	733	32.5%	832	56.1%
Investment funds - related parties						
Private equity - A-A Mortgage	292	12.8%	225	9.9%	52	3.5%
Private equity	46	2.0%	36	1.6%	29	2.0%
Mortgage and real estate	232	10.2%	234	10.3%	163	11.0%
Natural resources	40	1.8%	46	2.0%	45	3.0%
Hedge funds	191	8.4%	256	11.3%	186	12.6%
Credit funds	225	9.9%	200	8.8%	110	7.4%
Total investment funds - related parties	1,026	45.1%	997	43.9%	585	39.5%
Investment funds - assets of consolidated VIEs						
Private equity - MidCap ⁽¹⁾	490	21.5%	482	21.3%	—	—%
Credit funds	38	1.7%	34	1.5%	40	2.7%
Mortgage and real assets	12	0.5%	18	0.8%	25	1.7%
Total investment funds - assets of consolidated VIEs	540	23.7%	534	23.6%	65	4.4%
Total investment funds, including related parties and VIEs	\$ 2,284	100.0%	\$ 2,264	100.0%	\$ 1,482	100.0%

(1) MidCap is an underlying investment of one of our consolidated VIE investment funds.

Overall, the total investment funds, including related parties and consolidated VIEs, were \$2.3 billion, \$2.3 billion and \$1.5 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. See “Note 5 – Variable Interest Entities” to our unaudited condensed consolidated financial statements and notes thereto and “Note 6 – Variable Interest Entities” to our audited consolidated financial statements and notes thereto for further discussion regarding how we account for our investment funds. Our investment fund portfolio is subject to a number of market related risks including interest rates and equity market risk. Interest rate risk represents the potential for changes in the investment fund’s net asset values resulting from changes in the general level of interest rates. Equity market risk represents potential for changes in the investment fund’s net asset values resulting from changes in equity markets or from other external factors which influence equity markets. We actively monitor our exposure to the risks inherent in these investments which could materially and adversely affect our results of operations and financial condition. The interest and equity market risks expose us to potential volatility in our earnings year-over-year related to these investment funds.

Funds Withheld at Interest

Funds withheld at interest represents a receivable for amounts contractually withheld by ceding companies in accordance with modified coinsurance and funds withheld reinsurance agreements in which we act as the reinsurer. Generally, assets equal to statutory reserves are withheld and legally owned by the ceding company. As of June 30, 2016, the ceding companies holding the assets pursuant to such reinsurance agreements had a financial strength rating of A- or better.

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The funds withheld at interest is comprised of the host contract and an embedded derivative. We are subject to the investment performance on the withheld assets with the total return directly impacting the host contract and the embedded derivative. Interest accrues at a risk free rate on the host receivable and is recorded as net investment income in the consolidated statements of income. The change in the embedded derivative in our reinsurance agreements are similar to a total return swap on the income generated by the underlying assets held by the ceding companies and is recorded in investment related gains (losses). Although we do not directly control the underlying investments in the funds withheld at interest, in each instance the ceding company has hired AAM to manage the withheld assets in accordance with our investment guidelines.

The following summarizes the underlying investment composition of the funds withheld at interest as of the dates indicated (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Fixed maturity securities:						
U.S. state, municipal, and political subdivisions	\$ 124	2.2%	\$ 118	3.4%	\$ 180	6.5%
Corporate	1,283	23.0%	734	21.1%	419	15.1%
CLOs	561	10.0%	432	12.4%	565	20.4%
ABS	710	12.7%	402	11.5%	178	6.4%
CMBS	172	3.1%	132	3.8%	112	4.0%
RMBS	1,340	24.0%	672	19.3%	491	17.7%
Equity securities	30	0.5%	28	0.8%	25	0.9%
Mortgage loans	604	10.8%	469	13.5%	414	14.9%
Investment funds	343	6.1%	273	7.8%	276	9.9%
Derivative assets	32	0.6%	15	0.4%	24	0.9%
Short-term investments	148	2.6%	51	1.5%	—	—%
Cash and cash equivalents	291	5.2%	162	4.7%	80	2.9%
Other assets and liabilities	(45)	(0.8)%	(6)	(0.2)%	10	0.4%
Total funds withheld at interest	\$ 5,593	100.0%	\$ 3,482	100.0%	\$ 2,774	100.0%

As of June 30, 2016, December 31, 2015 and 2014, we held \$5.6 billion, \$3.5 billion and \$2.8 billion of funds withheld at interest receivables, respectively. The increase as of June 30, 2016 from December 31, 2015 was primarily due to the strong growth in deposits attributed to significant flow reinsurance business for the six months ended June 30, 2016. The increase as of December 31, 2015 from 2014 was primarily due to the growth in deposits attributed to higher flow reinsurance business in 2015 compared to 2014.

Approximately 91.8%, 90.3% and 86.0% of the fixed maturity securities within the funds withheld at interest are investment grade by NAIC designation as of June 30, 2016, December 31, 2015 and 2014, respectively.

Derivative Instruments

We hold derivative instruments for economic hedging purposes to reduce our exposure to cash flow variability of assets and liabilities, equity market risk, interest rate risk, credit risk and foreign exchange risk. The types of derivatives we may use include interest rate swaps, foreign currency swaps and forward contracts, total return swaps, credit default swaps, variance swaps, swaptions, warrants, futures and fixed indexed options.

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A presentation of our derivative instruments along with a discussion of the business strategy involved with our derivatives is included in “Note 4 – Derivative Instruments” to our unaudited condensed consolidated financial statements and notes thereto and “Note 5 – Derivative Instruments” to our audited consolidated financial statements and notes thereto. This includes:

- a comprehensive description of the derivatives instruments as well as the strategies to manage risk;
- the notional amounts and estimated fair value by derivative instruments; and
- impacts on the consolidated statement of net income.

As part of our risk management strategies, management continually evaluates our derivative instrument holdings and the effectiveness of such holdings in addressing risks identified in our operations.

Invested Assets

The following summarizes our invested assets as of the dates indicated (dollars in millions):

	June 30, 2016				December 31, 2015				December 31, 2014	
	U.S. and Bermuda Invested Asset Value	Germany Invested Asset Value	Total Invested Asset Value ⁽¹⁾	Percent of Total	U.S. and Bermuda Invested Asset Value	Germany Invested Asset Value	Total Invested Asset Value ⁽¹⁾	Percent of Total	Invested Asset Value ⁽¹⁾	Percent of Total
Corporates	\$ 28,468	\$ 1,800	\$30,268	43.3%	\$27,677	\$ 1,614	\$29,291	43.7%	\$29,108	49.3%
CLOs	5,847	—	5,847	8.4%	5,648	—	5,648	8.4%	4,286	7.3%
Credit	34,315	1,800	36,115	51.7%	33,325	1,614	34,939	52.1%	33,394	56.6%
RMBS	9,425	—	9,425	13.5%	8,870	—	8,870	13.2%	6,491	11.0%
Mortgage loans	6,157	118	6,275	9.0%	5,826	140	5,966	8.9%	5,861	9.9%
CMBS	1,892	—	1,892	2.7%	1,951	—	1,951	2.9%	3,003	5.1%
Real estate held for investment	—	594	594	0.9%	—	566	566	0.8%	—	—%
Real estate	17,474	712	18,186	26.1%	16,647	706	17,353	25.8%	15,355	26.0%
State, municipal, political subdivisions and foreign	1,411	2,187	3,598	5.2%	1,401	2,343	3,744	5.6%	1,599	2.7%
Alternative investments	3,475	50	3,525	5.0%	3,441	54	3,495	5.2%	3,499	5.9%
ABS	3,511	—	3,511	5.0%	3,504	—	3,504	5.2%	2,771	4.7%
Short-term investments	484	—	484	0.7%	186	—	186	0.3%	116	0.2%
Unit linked assets	—	421	421	0.6%	—	391	391	0.6%	—	—%
Equity securities	171	39	210	0.3%	179	217	396	0.6%	142	0.2%
U.S. government and agencies	34	56	90	0.1%	44	—	44	0.1%	83	0.1%
Other investments	9,086	2,753	11,839	16.9%	8,755	3,005	11,760	17.6%	8,210	13.8%
Cash and equivalents	2,678	246	2,924	4.2%	2,009	114	2,123	3.2%	1,312	2.3%
Policy loans and other	575	220	795	1.1%	577	207	784	1.3%	768	1.3%
Total invested assets	\$ 64,128	\$ 5,731	\$69,859	100.0%	\$61,313	\$ 5,646	\$66,959	100.0%	\$59,039	100.0%

(1) Refer to “—Key Operating and Non-GAAP Measures—Invested Assets” for the definition of invested assets.

Our total invested assets were \$69.9 billion, \$67.0 billion and \$59.0 billion as of June 30, 2016, December 31, 2015 and 2014, respectively. The increase as of June 30, 2016 from December 31, 2015 was primarily due to the strong growth in deposits attributed to significant flow reinsurance business as well as growth in our retail sales for the six months ended June 30, 2016. The increase as of December 31, 2015 from 2014 was primarily due to the acquisition of DLD, which as of December 31, 2015 represented \$5.7 billion of invested assets, growth in deposits attributed to flow reinsurance business in 2015 and the April 2015 capital raise proceeds of \$1.1 billion.

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In managing our business we utilize invested assets as presented in the above table. Invested assets do not correspond to the total investments, including related parties, on our consolidated balance sheets, as discussed above in “—Key Operating and Non-GAAP Measures.” Invested assets represent the investments that directly back our policyholder liabilities and surplus assets. We believe this view of our portfolio provides a view of the assets for which we have economic exposure. We adjust the presentation for funds withheld and modified coinsurance transactions to include or exclude the underlying investments depending on if we have the economic exposure to those assets or if that exposure has been transferred to a third party. We also de-consolidate any VIEs in order to show the net investment in the funds, which therefore are included in the alternative investments line above.

The Germany investment portfolio composition differs from the U.S. and Bermuda portfolio primarily due to the geographic location, regulatory environment and participating nature of the German products and therefore the portfolio is managed separately from our U.S. and Bermuda portfolios. The German invested assets are predominantly invested in foreign government securities, corporate fixed income securities, real estate held for investment and assets backing our unit linked policies. The German invested assets are predominantly invested in Euro-denominated securities and investments.

Invested assets are utilized by management to evaluate our investment portfolio. Invested asset figures are used in the computation of net investment earned rate, which allows us to analyze the profitability of our investment portfolio. Invested assets are also used in our risk management processes for asset purchases, product design and underwriting, stress scenarios, liquidity, and ALM.

The following summarizes our alternative investments as of the dates indicated (dollars in millions):

	June 30, 2016		December 31, 2015		December 31, 2014	
	Invested Asset Value	Percent of Total	Invested Asset Value	Percent of Total	Invested Asset Value	Percent of Total
Credit funds	\$ 1,119	31.9%	\$ 1,135	32.5%	\$ 1,245	35.6%
Private equity - MidCap	490	13.9%	482	13.8%	454	13.0%
Private equity - A-A Mortgage	347	9.8%	252	7.2%	52	1.5%
Private equity - other	469	13.3%	430	12.3%	390	11.1%
Mortgage and real assets	440	12.5%	408	11.7%	335	9.5%
Hedge funds	315	8.9%	383	10.9%	465	13.3%
Public equities	213	6.0%	270	7.7%	447	12.8%
Natural resources and other real assets	132	3.7%	135	3.9%	111	3.2%
Alternative investments	<u>\$ 3,525</u>	<u>100.0%</u>	<u>\$ 3,495</u>	<u>100.0%</u>	<u>\$ 3,499</u>	<u>100.0%</u>

Alternative investments were \$3.5 billion, \$3.5 billion and \$3.5 billion as of June 30, 2016, December 31, 2015 and 2014, respectively, representing 5.0%, 5.2% and 5.9% of our total invested assets portfolio as of June 30, 2016, December 31, 2015 and 2014, respectively.

Alternative investments do not correspond to the total investment funds, including related parties and VIEs, on our consolidated balance sheets. As discussed above in the invested assets section, we adjust the GAAP presentation for funds withheld and modified coinsurance and de-consolidate VIEs. We also include CLO equity tranche securities in alternative investments due to their underlying characteristics and equity-like features.

Two of our largest alternative investments are in asset originators, MidCap and A-A Mortgage, both of which, from time to time, provide us with access to assets for our investment portfolio. As of June 30, 2016, we held equity positions in MidCap of \$490 million. MidCap is a leading originator of senior debt capital in the middle-market with expertise in asset-backed loans, leveraged loans, real estate loans, discount loans and venture loans. MidCap represents a unique investment in an origination platform made available to us through our relationship with Apollo. As of June 30, 2016, we held an equity position in A-A Mortgage of \$347 million. A-A Mortgage’s indirect investment in AmeriHome originates RMLs and mortgage servicing rights.

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Non-GAAP Measure Reconciliations

The reconciliations to the nearest GAAP measure for operating income, net of tax is included in the “—Consolidated Results of Operations” section.

The reconciliation of AHL shareholders’ equity to AHL shareholders’ equity excluding AOCI included in the ROE excluding AOCI and operating income ROE excluding AOCI is as follows for the periods presented below (dollars in millions):

	June 30,		December 31,		
	2016	2015	2015	2014	2013
Retirement Services	\$4,243	\$3,690	\$3,974	\$2,807	\$1,941
Corporate and Other	1,625	1,571	1,625	1,104	750
Total AHL shareholders’ equity excluding AOCI	5,868	5,261	5,599	3,911	2,691
AOCI	569	341	(237)	644	70
Total AHL shareholders’ equity	<u>\$6,437</u>	<u>\$5,602</u>	<u>\$5,362</u>	<u>\$4,555</u>	<u>\$2,761</u>

The reconciliation of net investment income to net investment earnings and earned rate is as follows for the periods presented below (dollars in millions):

	Six months ended June 30,				Years ended December 31,					
	2016		2015		2015		2014		2013	
	Dollar	Rate	Dollar	Rate	Dollar	Rate	Dollar	Rate	Dollar	Rate
Retirement Services	\$ 1,403	4.59%	\$ 1,227	4.20%	\$ 2,572	4.37%	\$ 2,483	4.26%	\$ 1,363	5.40%
Corporate and Other	5	0.16%	21	2.99%	36	1.38%	55	5.91%	367	49.25%
Total net investment earnings/earned rate	<u>1,408</u>	<u>4.13%</u>	<u>1,248</u>	<u>4.17%</u>	<u>2,608</u>	<u>4.24%</u>	<u>2,538</u>	<u>4.29%</u>	<u>1,730</u>	<u>6.66%</u>
Reinsurance embedded derivative impacts	(89)	(0.26)%	(34)	(0.11)%	(84)	(0.15)%	(67)	(0.10)%	(156)	(0.59)%
Net VIE earnings	30	0.09%	(32)	(0.11)%	(67)	(0.11)%	(146)	(0.25)%	(535)	(2.06)%
Alternative investment (gain) loss	32	0.09%	(10)	(0.03)%	42	0.07%	(4)	(0.01)%	22	0.08%
Other	15	0.04%	7	0.02%	9	0.01%	12	0.02%	13	0.05%
Total adjustments to arrive at net investment earnings/earned rate	<u>(12)</u>	<u>(0.04)%</u>	<u>(69)</u>	<u>(0.23)%</u>	<u>(100)</u>	<u>(0.18)%</u>	<u>(205)</u>	<u>(0.34)%</u>	<u>(656)</u>	<u>(2.52)%</u>
GAAP net investment income	<u>\$ 1,396</u>	<u>4.09%</u>	<u>\$ 1,179</u>	<u>3.94%</u>	<u>\$ 2,508</u>	<u>4.06%</u>	<u>\$ 2,333</u>	<u>3.95%</u>	<u>\$ 1,074</u>	<u>4.14%</u>
Retirement Services average invested assets	\$ 61,089		\$ 58,469		\$ 58,917		\$ 58,284		\$ 25,220	
Corporate and Other average invested assets	7,139		1,367		2,567		923		745	
Consolidated average invested assets	<u>\$ 68,228</u>		<u>\$ 59,836</u>		<u>\$ 61,484</u>		<u>\$ 59,207</u>		<u>\$ 25,965</u>	

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The reconciliation of Retirement Services' cost of crediting on deferred annuities to the nearest GAAP measure, and the respective rates, is as follows for the periods presented below (dollars in millions):

	Six months ended June 30,				Years ended December 31,							
	2016		2015		2015		2014		2013			
	Dollar	Rate	Dollar	Rate	Dollar	Rate	Dollar	Rate	Dollar	Rate		
Retirement Services cost of crediting on deferred annuities	\$ 496	1.97%	\$ 465	1.90%	\$ 940	1.92%	\$ 936	1.94%	\$ 491	2.42%		
Interest credited other than deferred annuities	56	0.22%	49	0.20%	94	0.19%	107	0.22%	41	0.20%		
FIA option costs	(275)	(1.10)%	(248)	(1.02)%	(510)	(1.04)%	(442)	(0.92)%	(131)	(0.65)%		
Product charges (strategy fees)	24	0.10%	14	0.06%	33	0.07%	11	0.02%	1	—%		
Reinsurance embedded derivative impacts	(13)	(0.05)%	(8)	(0.03)%	(18)	(0.04)%	(14)	(0.03)%	(13)	(0.06)%		
Change in fair value of embedded derivatives—FIAs	340	1.36%	210	0.86%	174	0.36%	1,294	2.68%	699	3.44%		
Negative VOBA amortization	(24)	(0.10)%	(36)	(0.15)%	(68)	(0.14)%	(73)	(0.15)%	(33)	(0.16)%		
Unit linked change in reserves	(19)	(0.08)%	—	—%	27	0.06%	—	—%	—	—%		
Other changes in interest sensitive contract liabilities	1	—%	7	0.03%	18	0.04%	3	0.01%	9	0.04%		
Total adjustments to arrive at cost of crediting on deferred annuities	90	0.35%	(12)	(0.05)%	(250)	(0.50)%	886	1.83%	573	2.81%		
GAAP interest sensitive contract benefits	\$ 586	2.32%	\$ 453	1.85%	\$ 690	1.42%	\$ 1,822	3.77%	\$ 1,064	5.23%		
Average account value	\$ 50,297		\$ 48,834		\$ 48,956		\$ 48,353		\$ 20,308			

The reconciliation of invested assets to total investments, including related parties, is as follows as of the dates indicated (dollars in millions):

	June 30, 2016	December 31, 2015	December 31, 2014
Total invested assets	\$ 69,859	\$ 66,959	\$ 59,039
Derivative assets	961	871	1,842
Cash and cash equivalents (including restricted cash)	(3,385)	(2,830)	(2,705)
Accrued investment income	(507)	(520)	(505)
Payables for collateral on derivatives	743	867	1,402
Reinsurance funds withheld and modified coinsurance	275	214	1,118
VIE assets, liabilities and noncontrolling interest	(1,024)	(1,073)	(1,633)
AFS unrealized gain (loss)	1,593	(362)	1,577
Ceded policy loans	345	399	496
Total adjustments to arrive at invested assets	(999)	(2,434)	1,592
Total investments, including related parties	\$ 68,860	\$ 64,525	\$ 60,631

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The reconciliation of alternative investments within invested assets to total investment funds, including related parties and VIEs, is as follows as of the dates indicated (dollars in millions):

	June 30, 2016	December 31, 2015	December 31, 2014
Alternative investments	\$ 3,525	\$ 3,495	\$ 3,499
CLO equities included in trading securities	(325)	(337)	(414)
Investment funds within funds withheld at interest	(342)	(273)	(320)
Other investments & other assets	(88)	(83)	(56)
Net assets of the VIE, excluding investment funds	(486)	(538)	(1,227)
Total adjustments to arrive at investment funds, including related parties and VIEs	(1,241)	(1,231)	(2,017)
Investment funds, including related parties and VIEs	\$ 2,284	\$ 2,264	\$ 1,482

The reconciliation of reserve liabilities to total liabilities is as follows as of the dates indicated (dollars in millions):

	June 30, 2016	December 31, 2015	December 31, 2014
Total reserve liabilities	\$ 68,335	\$ 65,271	\$ 60,024
Derivative liabilities	26	17	143
Payables for collateral on derivatives	743	867	1,402
Reinsurance payable	51	45	187
Funds withheld liability	391	388	1,595
Other liabilities	1,232	731	598
Liabilities of consolidated VIEs	512	517	2,094
Reinsurance ceded receivables	6,232	7,257	11,584
Policy loans ceded	345	399	496
Other	(4)	(1)	(1)
Total adjustments to arrive at reserve liabilities	9,528	10,220	18,098
Total liabilities	\$ 77,863	\$ 75,491	\$ 78,122

Liquidity and Capital Resources

Liquidity is the ability to generate sufficient cash flows to meet the cash requirements of business operations or to rebalance our investment portfolio without incurring significant costs. Funding liquidity relates to the ability to fund operations. Balance sheet liquidity reflects the ability to liquidate or rebalance the company's balance sheet without incurring significant costs from fees, bid-offer spreads, or market impact. We manage our liquidity position by matching projected cash demands with adequate sources of cash and other liquid assets. Our principal sources of liquidity are operating cash flows and holdings of cash, cash equivalents and other readily marketable assets.

Our investment portfolio is structured to ensure a strong liquidity position over time in order to permit timely payment of policy and contract benefits without requiring asset sales at inopportune times or at depressed prices. In general, liquid assets include cash and cash equivalents, highly rated corporate bonds, unaffiliated preferred stock and unaffiliated public common stock, all of which generally have liquid markets with a large number of buyers. The carrying value of these assets as of June 30, 2016 was approximately \$44.4 billion. Although our investment portfolio does contain assets that are generally considered illiquid for liquidity monitoring purposes (primarily mortgage loans, policy loans, real estate, investment funds, and affiliated common stock), there is some ability to raise cash from these assets if needed. Along with these liquid assets, in periods of economic downturn we maintain higher cash balances than required to manage our liquidity risk and to take advantage of market dislocations as they arise. We have an additional liquidity cushion through a \$1.0 billion revolving credit facility, which is undrawn as

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of the date hereof. In addition, through our membership in the Federal Home Loan Bank of Des Moines (“FHLBDM”) and the Federal Home Loan Bank of Indianapolis (“FHLBI”), we are eligible to borrow under variable rate short-term federal funds arrangements to provide additional liquidity.

We proactively manage our liquidity position to meet cash needs while minimizing adverse impacts on investment returns. We analyze our cash-flow liquidity over the upcoming 12 months under a variety of scenarios modeling potential demands on liquidity, taking into account the provisions of our policies and contracts in force, our cash flow position, and the volume of cash and readily marketable securities in our portfolio. By policy, we maintain sufficient liquidity not only to meet our cash-flow requirements over the succeeding 12-month period in a moderately severe scenario (for example, a recessionary environment), but also to have excess liquidity available to invest into potential investment opportunities created from market dislocations. We also monitor our liquidity profile under more severe scenarios.

We perform a number of stress tests and analyses to assess our ability to meet our cash flow requirements as well as the ability of our reinsurance and insurance subsidiaries to meet their collateral obligations. Among these analyses, we manage to the following ALM limits:

- our projected net cumulative cash flows including both new business and target levels of new investments under a “plan scenario” and a “moderately severe scenario” event are non-negative over a rolling 12-month horizon;
- we hold at least \$250 million in cash and cash equivalents across the group; and at least \$150 million in the aggregate in securities with the following characteristics:
 - public corporate bonds rated A- or above;
 - liquid ABS (defined as prime auto, auto floorplan, Tier 1 subprime auto, auto lease, prime credit cards, equipment lease or utility stranded assets) and RMBS with weighted average lives less than three years rated A- or above; or
 - CMBS with weighted average lives less than three years rated AAA- or above;
- we maintain assets that can be liquidated in one quarter under normal market conditions equal to 25% of the policyholder obligations that are deemed to be most liquid, which is defined as policies with a cash surrender value, no income rider, no MVA, with lower than 5% surrender charge protection and lower than 3% minimum floor guarantee, if any; and
- we maintain sufficient capital and surplus at ALRe to meet collateral calls from modified coinsurance and third-party reinsurance contracts under a substantial stress event, such as the failure of a major financial institution (a “Lehman” event).

Insurance Subsidiaries’ Liquidity

The primary cash flow sources for our insurance subsidiaries include retirement services product inflows (premiums), investment income, principal repayments on our investments, and net transfers from separate accounts and financial product deposits. Uses of cash include investment purchases, payments to policyholders for surrenders and withdrawals, policy acquisition costs, and general operating costs.

Our policyholder obligations are generally long-term in nature. However, one liquidity risk is an extraordinary level of early policyholder withdrawals. We include provisions within our annuity policies, such as surrender charges and MVAs, which are intended to protect us from early withdrawals. As of each of June 30, 2016 and December 31, 2015 approximately 85% and as of December 31, 2014, approximately 84% of our deferred annuity liabilities were subject to penalty upon surrender. In addition, as of June 30, 2016 approximately 72% and as of each of December 31, 2015 and 2014, approximately 71% of policies contained MVAs that also have the effect of limiting early withdrawals if interest rates increase.

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Cash Flows

Our cash flows were as follows for the periods presented below (dollars in millions):

	Six months ended June 30,		Years ended December 31,		
	2016	2015	2015	2014	2013
Net income	\$ 279	\$ 264	\$ 578	\$ 478	\$ 997
Non-cash revenues and expenses	429	187	471	121	(588)
Net cash provided by operating activities	708	451	1,049	599	409
Sales, maturities, and repayment of investments	5,963	6,445	14,512	15,855	11,224
Purchases and acquisitions of investments	(6,167)	(7,472)	(14,991)	(14,376)	(9,443)
Other investing activities	167	314	427	(147)	1,224
Net cash provided by (used in) investing activities	(37)	(713)	(52)	1,332	3,005
Capital contributions	1	1,103	1,116	305	82
Deposits on investment-type policies and contracts	2,059	1,801	3,460	3,393	1,880
Withdrawals on investment-type policies and contracts	(2,293)	(2,515)	(4,783)	(5,551)	(2,849)
Net changes of cash collateral posted for derivative transactions	(123)	(240)	(535)	661	(76)
Net proceeds and repayment of debt	—	—	(4)	(300)	198
Consolidated VIE net borrowings	—	—	—	(404)	148
Other financing activities	282	(118)	(165)	(432)	(124)
Net cash provided by (used in) financing activities	(74)	31	(911)	(2,328)	(741)
Effect of exchange rate changes on cash and cash equivalents (1)	(4)	—	(4)	—	—
Net increase (decrease) in cash and cash equivalents	\$ 593	\$ (231)	\$ 82	\$ (397)	\$ 2,673

(1) Includes cash and cash equivalents of consolidated VIEs.

Cash flows from operating activities

The primary cash inflows from operating activities include net investment income, annuity considerations and insurance premiums. The primary cash outflows from operating activities are comprised of benefit payments, interest credited to policyholders, operating expenses and tax expenses. Our operating activities generated cash flows totaling \$708 million and \$451 million for the six months ended June 30, 2016 and 2015, respectively. The increase in cash provided by operating activities in 2016 was primarily driven by the increase in net investment income. Our operating activities generated cash flows totaling \$1.0 billion, \$599 million and \$409 million for the years ended December 31, 2015, 2014 and 2013, respectively. The increase in cash provided by operating activities in 2015 was primarily driven by the increase in net investment income. The increase in 2014 compared to 2013 was primarily attributed to the net investment income, annuity considerations and premiums over the benefits and expenses paid from the Aviva USA acquisition.

Cash flows from investing activities

The primary cash inflows from investing activities are the sales, maturities and repayments of investments. The primary cash outflows from investing activities are the purchases and acquisitions of new investments. The cash flows from investing activities reflect the reinvestment of our Aviva USA acquired investments. Our investing activities used cash flows totaling \$37 million and \$713 million for the six months ended June 30, 2016 and 2015, respectively. The decrease in cash used from investing activities for the six months ended June 30, 2016 was primarily attributed to the reinvestment activity in 2015. Our investing activities used cash flows totaling \$52 million for the year ended December 31, 2015 and provided cash flows of \$1.3 billion and \$3.0 billion for the years ended December 31, 2014 and 2013, respectively. The change in cash flows from investing activities in both 2015 and 2014 reflect the reinvestment of our Aviva USA and Presidential Life Corporation acquired investments and the investment of \$1.1 billion of capital raise proceeds during 2015. Other investing activities in 2013 benefited from the acquisition of Aviva USA, net of cash received.

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Cash flows from financing activities

The primary cash inflows from financing activities are deposits on our investment-type policies, changes of cash collateral posted for derivative transactions, capital contributions and proceeds from borrowing activities. The primary cash outflows from financing activities are withdrawals on our investment-type policies, changes of cash collateral posted for derivative transactions and repayments from borrowing activities. Our financing activities used cash flows totaling \$74 million for the six months ended June 30, 2016 and provided cash flows totaling \$31 million for the six months ended June 30, 2015. The increase in cash used from financing activities in 2016 was primarily attributed to the capital raise proceeds drawn and funded in April 2015 partially offset by the increase in deposits in 2016. Our financing activities used cash flows totaling \$911 million, \$2.3 billion and \$741 million for the years ended December 31, 2015, 2014 and 2013, respectively. The decrease in 2015 compared to 2014 was driven by the capital raise proceeds of \$1.1 billion, a decrease in withdrawals for the year and the deconsolidation of MidCap Financial at the beginning of 2015 partially offset by the unfavorable change in cash collateral posted for derivative transactions. The decrease in 2014 compared to 2013 was driven by higher withdrawals over deposits due to the Aviva USA acquisition in October 2013, the repayment of debt and the repayment of one of our CMBS VIE funds partially offset by the favorable change in cash collateral posted for derivative transactions.

Holding Company Liquidity

AHL is a holding company whose primary liquidity needs include the cash-flow requirements of its insurance subsidiaries to support retail annuity sales, reinsurance transactions, acquisition opportunities and new investments, and interest payments. The primary source of AHL's cash flow is dividends from its subsidiaries, which are expected to be adequate to fund cash flow requirements based on current estimates of future obligations. As of June 30, 2016, AHL had no financial leverage.

The ability of AHL's insurance subsidiaries to pay dividends is limited by applicable laws and regulations of the jurisdictions where the subsidiaries are domiciled as well as agreements entered into with regulators. These laws and regulations require, among other things, the insurance subsidiaries to maintain minimum solvency requirements and limit the amount of dividends these subsidiaries can pay.

Subject to these limitations, the U.S. insurance subsidiaries are permitted to pay ordinary dividends based on calculations specified under insurance laws of the relevant state of domicile, subject to prior notification to the appropriate regulatory agency. Any distributions above the amount permitted by statute in any twelve month period are considered to be extraordinary dividends, and the approval of the appropriate regulator is required prior to payment. In addition, dividends from U.S. insurance subsidiaries to AHL would result in a 30% withholding tax. Given the capital needs of AHL's U.S. insurance subsidiaries coupled with the withholding tax, AHL does not currently plan on having the U.S. subsidiaries pay any dividends to AHL. ALV and APK (the life insurance entities of our German Group Companies) are regulated by BaFin. ALV and APK are restricted as to the payment of dividends pursuant to calculations, which are based upon the analysis of current euro swap rates against existing policyholder guarantees. As of December 31, 2015, ALV and APK did not exceed this threshold and therefore no amounts are available for distribution to AHL. As a result, dividends from ALRe are projected to be the primary source of AHL's liquidity.

Under the Bermuda Insurance Act, ALRe is prohibited from paying a dividend in an amount exceeding 25% of the prior year's statutory capital and surplus, unless at least two members of ALRe's board of directors sign and submit to the BMA an affidavit attesting that a dividend in excess of this amount would not cause ALRe to fail to meet its relevant margins. In certain instances, ALRe would also be required to provide prior notice to the BMA in advance of the payment of dividends. In the event that such an affidavit is submitted to the BMA in accordance with the Bermuda Insurance Act, and further subject to ALRe meeting its relevant margins, ALRe is permitted to distribute up to the sum of 100% of statutory surplus and an amount less than 15% of statutory capital. Distributions in excess of this amount require the approval of the BMA.

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The following table summarizes the dividends and other distributions our insurance subsidiaries were permitted to pay to AHL without the need for insurance regulatory approval and without regard to any withholding tax, subject to meeting solvency requirements when applicable, during the years specified (dollars in millions):

Subsidiary name (jurisdiction of domicile)	Years ended December 31,		
	2015	2014	2013
Athene Life Re Ltd. (Bermuda)	\$ 3,529	\$ 3,068	\$ 2,776
Athene Annuity & Life Assurance Company (Delaware)	125	115	105
Athene Annuity and Life Company (Iowa)	—	—	—
Athene Life Insurance Company (Delaware)	1	—	—
Athene Lebensversicherung (Germany)	—	—	—
Athene Pensionskasse AG (Germany)	—	—	—

As of December 31, 2015, the maximum dividend that AADE could pay absent regulatory approval from the Delaware Department of Insurance was \$125 million. However, another regulation requiring AADE to hold surplus outside of surplus in subsidiaries effectively limits the amount that AADE can dividend while staying in compliance with such state regulations. Pursuant to such regulations and requirements, AADE could dividend up to \$65 million as of December 31, 2015. Additionally, we have agreed with the IID not to cause AAIA to pay dividends until August 15, 2018 without prior approval, therefore, we report AAIA's dividend capacity as zero.

The maximum distribution permitted by law or contract is not necessarily indicative of an insurer's actual ability to pay such distributions, which may be constrained by business and other considerations, such as imposition of withholding tax, the impact of such distributions on surplus, which could affect the insurer's ratings or competitive position, the amount of premiums that can be written and the ability to pay future dividends or make other distributions. Further, state insurance laws and regulations require that the statutory surplus of our insurance subsidiaries following any dividend or distribution must be reasonable in relation to their outstanding liabilities and adequate for the insurance subsidiaries' financial needs. Along with solvency regulations, another primary consideration in determining the amount of capital used for dividends is the level of capital needed to maintain desired financial strength ratings from rating agencies, including S&P, A.M. Best and Fitch. Given recent economic events that have affected the insurance industry, both regulators and rating agencies could become more conservative in their methodology and criteria, including increasing capital requirements for insurance subsidiaries. AHL believes its insurance subsidiaries have sufficient statutory capital and surplus, combined with additional capital available to be provided by AHL, to meet this financial strength rating objective.

Other Sources of Funding

If needed, we may seek to secure additional funding at the holding company level by means other than dividends from subsidiaries such as:

- by drawing on our undrawn \$1.0 billion revolving credit facility; and
- by pursuing future issuances of debt or equity securities to third-party investors.

However, such additional funding may not be available on terms favorable to us or at all, depending on our financial condition or results of operations or prevailing market conditions. See "Risk Factors—Risks Relating to Our Business—We may want or need additional capital in the future, and such capital may not be available to us on favorable terms or at all due to volatility in the equity or capital markets, adverse economic conditions or our creditworthiness."

Membership in Federal Home Loan Bank

We are a member of the FHLBDM and the FHLBI. Membership in a Federal Home Loan Bank ("FHLB") requires the member to purchase FHLB common stock based on a percentage of the dollar amount of advances outstanding, subject to the investment being greater than or equal to a minimum level. We owned a total of \$48 million, \$56 million and \$62 million of FHLB common stock as of June 30, 2016, December 31, 2015 and 2014, respectively.

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Through our membership in the FHLBDM and FHLBI, we are eligible to borrow under variable rate short-term federal funds arrangements to provide additional liquidity. The borrowings must be secured by eligible collateral such as mortgage loans, eligible CMBS or RMBS, government or agency securities and guaranteed loans. There were no outstanding borrowings under these arrangements as of June 30, 2016, December 31, 2015 and 2014.

On August 11, 2016 we provided notice to the FHLBI that ALIC is withdrawing its membership thereto. The FHLBI confirmed receipt of our request on the following day. Pursuant to the FHLBI's capital plan, ALIC's membership will be withdrawn as of the fifth anniversary of the FHLBI's receipt of our notice. Until such time that ALIC's membership is withdrawn, ALIC continues to have all of the rights and obligations of being a member of the FHLBI, except that with respect to some or all of the FHLBI stock that ALIC owns, we will be entitled to a lower dividend amount, to the extent that the FHLBI declares a dividend. ALIC may continue to borrow from the FHLBI, provided that without the consent of the FHLBI, the transaction must mature or otherwise terminate prior to ALIC's withdrawal of membership.

In addition, we have issued funding agreements to the FHLB in exchange for cash advances. These funding agreements were issued in an investment spread strategy, consistent with other investment spread operations. As of June 30, 2016, December 31, 2015 and 2014, we had an aggregate of \$896 million, \$1.1 billion and \$1.3 billion, respectively, of outstanding FHLB funding agreements. Refer to "Note 15 – Commitments and Contingencies" to our unaudited consolidated financial statements and notes thereto and "Note 20 – Commitments and Contingencies" to our audited consolidated financial statements and notes thereto for details of issued funding agreements and related collateral.

The maximum FHLB indebtedness by a member is determined by the amount of collateral pledged, and cannot exceed a specified percentage of the member's total statutory assets dependent on the internal credit rating assigned to the member by the FHLB. As of June 30, 2016, December 31, 2015 and 2014, the total maximum borrowings under the FHLBDM facility were limited to \$13.2 billion, \$13.1 billion and \$13.0 billion, respectively. However, our ability to borrow under the facility is constrained by the availability of assets that qualify as eligible collateral under the facility and by the Iowa Code requirement that we maintain funds equivalent to our legal reserve in certain permitted investments, from which we exclude pledged assets. Considering these limitations, we estimate that as of June 30, 2016, December 31, 2015 and 2014, we had the ability to draw up to a total of approximately \$4.6 billion, \$4.5 billion and \$5.0 billion, respectively, inclusive of borrowings then outstanding. Drawing such amounts would have an adverse impact on AAIA's RBC ratio, which may further restrict our ability or willingness to draw up to our estimated capacity.

Use of Captives

As a result of the Aviva USA acquisition, we acquired a captive reinsurer that was formed in 2011 and domiciled in the state of Vermont and we ceded certain liabilities to this captive reinsurer, as further discussed in "Note 11 – Closed Block" to our audited consolidated financial statements and notes thereto. The statutory reserves of the affiliated captive reinsurer are supported by a combination of funds withheld receivable assets and letters of credit issued by an unaffiliated financial institution. The reinsurance activities within the captive reinsurer are eliminated in consolidation. As discussed in "Note 18 – Statutory Requirements" to our audited consolidated financial statements and notes thereto, a prescribed practice of the state of Vermont allows the captive to include the face amount of issued and outstanding letters of credit in the amount of \$153 million as of each of June 30, 2016, December 31, 2015 and 2014, as admitted assets in its statutory financial statements.

Recently, the NAIC and certain state insurance departments have scrutinized insurance companies' use of affiliated captive reinsurers. It is uncertain what, if any, regulatory changes will result from this heightened scrutiny. A potential outcome, although not considered likely, is the prohibition on the continued use of captive reinsurance subsidiaries. If the use of captive reinsurance subsidiaries were discontinued, we would likely incur early termination fees with respect to the financing structure and diminished statutory capital position. The effect of potential regulatory changes regarding the use of captives on our consolidated financial condition and results of operations, although believed unlikely to be material, is uncertain at this time.

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Capital Resources

As of December 31, 2015 and 2014, our U.S. insurance companies' total adjusted capital ("TAC"), as defined by the NAIC, was \$1.7 billion and \$1.6 billion, respectively, and our ALRe capital as defined by the BMA, was \$5.7 billion and \$4.0 billion, respectively. As of December 31, 2015 and 2014, our U.S. RBC ratio was 552% and 506%, respectively, and our BSCR was 323% and 237%, respectively, all above our internal targets. Each U.S. domestic insurance subsidiary's state of domicile imposes minimum RBC requirements that were developed by the NAIC. The formulas for determining the amount of RBC specify various weighting factors that are applied to financial balances or various levels of activity based on the perceived degree of risk. Regulatory compliance is determined by a ratio of TAC, as defined by the NAIC, to authorized control level RBC ("ACL"). Our TAC was significantly in excess of all regulatory standards and above our internal targets as of June 30, 2016, December 31, 2015 and 2014, respectively. ALRe adheres to BMA regulatory capital requirements as defined by BSCR, which sets calculations for determining MCR and ECR. As of January 1, 2016, the BMA has embedded an EBS framework as part of the Capital and Solvency Return. Although the first EBS filing is not due to be filed with the BMA until 2017 for the year ended December 31, 2016, we believe that we will continue to exceed the regulatory requirements under EBS based on trial run submissions to the BMA. As of December 31, 2015 and 2014, ALRe held the appropriate capital to adhere to these regulatory standards. Our German Group Companies adhere to the regulatory capital requirements set forth by BaFin. Our German Group Companies held the appropriate capital to adhere to these regulatory standards as of June 30, 2016. Effective January 1, 2016, our German Group Companies became subject to Solvency II MCR requirements set forth by the European Insurance and Occupational Pensions Authority ("EIOPA"). We believe that we enjoy a strong capital position in light of our risks and that we are well positioned to meet policyholder and other obligations. We also believe that our strong capital position as well as operating with excess capital provides us the opportunity to take advantage of market dislocations as they arise.

Balance Sheet and Other Arrangements

Balance Sheet Arrangements

Contractual Obligations

The following table displays our contractual obligations as of December 31, 2015 (dollars in millions):

	Payments Due by Period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	After 5 Years
Interest sensitive contract liabilities	\$ 57,296	\$ 5,546	\$ 10,710	\$ 9,665	\$ 31,375
Future policy benefits	14,540	351	631	598	12,960
Other policy claims and benefits	234	234	—	—	—
Dividends payable to policyholders	856	9	24	26	797
Borrowings under repurchase agreements-consolidated VIEs	500	—	500	—	—
Total	<u>\$ 73,426</u>	<u>\$ 6,140</u>	<u>\$ 11,865</u>	<u>\$ 10,289</u>	<u>\$ 45,132</u>

We also have other obligations related to collateral on derivatives and investment fund commitments which have not been included in the above table as the timing and amount of both the return on the collateral and the fulfillment of the commitments are uncertain. See "Note 15 – Commitments and Contingencies" to our unaudited condensed consolidated financial statements and notes thereto and "Note 20 – Commitments and Contingencies" to our audited consolidated financial statements and notes thereto for further discussion on the investment fund commitments.

There have been no material changes to the above contractual obligations except for the novation of certain life insurance policies that were previously ceded through reinsurance agreements to affiliates of Global Atlantic during the six months ended June 30, 2016. As a result of the novation, interest sensitive contract liabilities were reduced by \$1.0 billion and future policy benefits were reduced by \$188 million. See "Note 7 – Reinsurance" to our unaudited condensed consolidated financial statements and notes thereto for further information.

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Other

In the normal course of business, we invest in various investment funds which are considered VIEs, and we consolidate a VIE when we are considered the primary beneficiary of the entity. For further discussion of our involvement with VIEs, see “Note 5 – Variable Interest Entities” to our unaudited condensed consolidated financial statements and notes thereto and “Note 6 – Variable Interest Entities” to our audited consolidated financial statements and notes thereto.

Off Balance Sheet Arrangements

Collateral for Derivatives

We enter into derivatives for risk management purposes. We hold non-cash collateral from counterparties for our derivatives, which has not been recorded on our consolidated balance sheets. These amounts were \$30 million, \$57 million and \$351 million as of June 30, 2016, December 31, 2015 and 2014, respectively.

Collateral for Reinsurance

We hold collateral for and provide collateral to counterparties for our reinsurance agreements. We held \$56 million, \$62 million and \$76 million as of June 30, 2016, December 31, 2015 and 2014, respectively, of collateral on behalf of our reinsurers. As of June 30, 2016, December 31, 2015 and 2014, our reinsurers held collateral of \$5 million, \$6 million and \$6 million, respectively, on our behalf.

Critical Accounting Estimates and Judgments

The preparation of consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Amounts based on such estimates involve numerous assumptions subject to varying and potentially significant degrees of judgment and uncertainty, particularly related to the future performance of the underlying business, and will likely change in the future as additional information becomes available. Critical estimates and assumptions are evaluated on an ongoing basis based on historical developments, market conditions, industry trends and other information that is reasonable under the circumstances. There can be no assurance that actual results will conform to estimates and assumptions and that reported results of operations will not be materially affected by the need to make future accounting adjustments to reflect periodic changes in these estimates and assumptions. Critical accounting estimates are impacted significantly by our methods, judgments and assumptions used in the preparation of the consolidated financial statements and should be read in conjunction with our significant accounting policies described in “Note 3 – Summary of Significant Accounting Policies” to our audited consolidated financial statements and notes thereto. The following summary of our critical accounting estimates is intended to enhance the ability to assess our financial condition and results of operations and the potential volatility due to changes in estimates.

Investments

We are responsible for the fair value measurement of certain investments presented in our consolidated financial statements. We perform regular analysis and review of our valuation techniques, assumptions and inputs utilized in determining fair value to ensure the valuation approaches are appropriate and consistently applied, and the various assumptions are reasonable. We also perform quantitative and qualitative analysis and review of the information and prices received from commercial pricing services and broker-dealers, to ensure it represents a reasonable estimate of the fair value of each investment. In addition, we utilize both internally-developed and commercially-available cash flow models to analyze the reasonableness of fair values utilizing credit spread and other market assumptions, where appropriate.

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Valuation of Fixed-Maturity and Equity Investments

The following table presents the fair value of fixed-maturity and equity securities, including those with related parties, by pricing source and fair value hierarchy as of June 30, 2016 (dollars in millions):

	Total	Level 1	Level 2	Level 3
AFS securities:				
Priced via commercial pricing services	\$ 32,008	\$ 86	\$ 31,922	\$ —
Priced via independent broker-dealer quotations	17,880	—	15,934	1,946
Priced via other methods	240	—	97	143
Total AFS securities, including related parties	<u>50,128</u>	<u>86</u>	<u>47,953</u>	<u>2,089</u>
Trading securities:				
Priced via commercial pricing services	2,341	3	2,338	—
Priced via independent broker-dealer quotations	551	—	7	544
Priced via other methods	—	—	—	—
Total trading securities, including related parties	<u>2,892</u>	<u>3</u>	<u>2,345</u>	<u>544</u>
Total AFS and trading securities, including related parties	<u>\$ 53,020</u>	<u>\$ 89</u>	<u>\$ 50,298</u>	<u>\$ 2,633</u>
Percent of total, including related parties	<u>100.0%</u>	<u>0.2%</u>	<u>94.8%</u>	<u>5.0%</u>

In addition to the table above, our consolidated VIEs have fixed-maturity and equity securities. As of June 30, 2016, our consolidated VIEs had fixed-maturity and equity securities classified in the fair value hierarchy as Level 1 of \$214 million, Level 2 of \$651 million, and Level 3 of \$105 million.

We measure the fair value of our investments based on assumptions used by market participants in pricing the assets, which may include inherent risk, restrictions on the sale or use of an asset, or nonperformance risk. The estimate of fair value is the price that would be received to sell an investment in an orderly transaction between market participants in the principal market, or the most advantageous market in the absence of a principal market, for that investment. Market participants are assumed to be independent, knowledgeable, able and willing to transact an exchange while not under duress. The valuation of investments involves considerable judgment, is subject to considerable variability and is revised as additional information becomes available. As such, changes in, or deviations from, the assumptions used in such valuations can significantly affect our consolidated financial statements. Financial markets are susceptible to severe events evidenced by rapid depreciation in investment values accompanied by a reduction in asset liquidity. Our ability to sell investments, or the price ultimately realized for investments, depends upon the demand and liquidity in the market and increases the use of judgment in determining the estimated fair value of certain investments. Accordingly, estimates of fair value are not necessarily indicative of the amounts that could be realized in a current or future market exchange.

As of June 30, 2016, fixed-maturity securities, including those with related parties, totaled \$52.4 billion. For fixed-maturity securities, we obtain the fair values, when available, based on quoted prices in active markets that are regularly and readily obtainable. Generally, these are liquid investments and the valuation does not require significant management judgment. When quoted prices in active markets are not available, fair value is based on market standard valuation techniques, giving priority to observable inputs. We obtain the fair value for most marketable bonds without an active market from several commercial pricing services. The pricing services incorporate a variety of market observable information in their valuation techniques, including benchmark yields, broker-dealer quotes, credit quality, issuer spreads, bids, offers, and other reference data. For certain fixed-maturity securities without an active market, an internally-developed discounted cash flow or other approach is utilized to calculate the fair value. A discount rate is used, which adjusts a market comparable base rate for securities with similar characteristics for credit spread, market illiquidity or other adjustments. The fair value of privately placed fixed-maturity securities are based on the credit quality and duration of comparable marketable securities, which may be securities of another issuer with similar

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characteristics. In some instances, we use a matrix-based pricing model, which considers the current level of risk-free interest rates, corporate spreads, credit quality of the issuer, and cash flow characteristics of the security. We also consider additional factors, such as net worth of the borrower, value of collateral, capital structure of the borrower, presence of guarantees, and our evaluation of the borrower's ability to compete in its relevant market.

As of June 30, 2016, equity securities, including those with related parties, totaled \$601 million. For equity securities, we obtain the fair value, when available, based on quoted market prices. Other equity securities, typically private equities or equity securities not traded on an exchange, are valued based on other sources, such as analytics or broker-dealer quotes.

Valuation of Investment Funds

Investment funds, including those with related parties, for which we elect the fair value option, are valued based on net asset value information provided by the general partner or related asset manager. Investment funds of our consolidated VIEs for which we elect the fair value option are classified as level 3 in the fair value hierarchy due to limited market activity and price transparency inherent in the market for such investments. We may apply a discount to the values reported by the investment funds of our consolidated VIEs related to the lack of marketability of the underlying investment. As of June 30, 2016, we had investment funds, including those with related parties, of \$139 million and our consolidated VIEs had investment funds of \$528 million carried at fair value on the consolidated balance sheet. These partnership interests usually include multiple underlying investments for which either observable market prices or other valuation methods are used to determine the fair value. Investment funds include several private equity and debt funds that typically invest in a diverse pool of investments, using investment strategies including leveraged buyouts, energy, real estate, hedge funds, mezzanine debt, and senior debt.

The underlying investments may have significant unobservable inputs for comparable multiples and weighted average cost of capital rates applied in valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, the comparable multiples are multiplied by the underlying investment's earnings before interest, tax, depreciation, and amortization to establish the total enterprise value of the underlying investments. We use a comparable multiple consistent with the implied trading multiple of public industry peers. Similarly, for certain underlying investments we may use a discounted cash flow model. An increase in the discount rate can significantly lower the fair value; a decrease in the discount rate can significantly increase the fair value. We determine the discount rate by considering the weighted average cost of capital of companies in similar industries with comparable debt to equity ratios.

Other-Than-Temporary Impairments

The evaluation of investments for OTTI is a quantitative and qualitative process done on a case-by-case basis, which is subject to risks and uncertainties and involves significant estimates and judgments by management. Changes in the estimates and judgments used in such analysis can have a significant impact on our consolidated results of operations.

We review and analyze all investments on an ongoing basis for changes in market interest rates, credit issues, changes in business climate, management changes, litigation, government actions, and other similar factors. Indicators of impairment may include changes in the issuers' credit ratings, the frequency of late payments, pricing levels, key financial ratios, financial statements, revenue forecasts and cash flow projections. We consider relevant facts and circumstances in evaluating whether a credit or interest rate-related impairment of an investment is other-than-temporary. Relevant facts and circumstances include: (1) the extent and length of time the fair value has been below cost; (2) the reasons for the decline in fair value; (3) the issuer's financial position and access to capital; and (4) for fixed-maturity securities, our ability and intent to sell a security or whether it is more-likely-than-not we will be required to sell the security before the recovery of its amortized cost which, in some cases, may extend to maturity and for equity securities, our ability and intent to hold the security for a period of time that allows for the recovery in value. An extended and severe unrealized loss position on a

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fixed-maturity security may not have any impact on the ability of the issuer to service all scheduled principal and interest payments. Accordingly, such an unrealized loss position may not impact our evaluation of recoverability of all contractual cash flows or the ability to recover an amount at least equal to the investment's amortized cost based on the present value of the expected future cash flows to be collected. To the extent we determine a security is deemed to be other-than-temporarily impaired, an impairment loss is recognized.

The recognition of impairment losses on equity securities are recognized in investment related gains (losses) on the consolidated statements of income. The recognition of impairment losses on fixed-maturity securities in the consolidated financial statements is dependent on the facts and circumstances related to the specific security. If we intend to sell a security or it is more-likely-than-not that we would be required to sell a security before the recovery of its amortized cost, less any recorded credit loss, we recognize an OTTI in investment related gains (losses) on the consolidated statements of income for the difference between amortized cost and fair value. If neither of these two conditions exists, then the recognition of the OTTI is bifurcated and we recognize the credit portion in investment related gains (losses) on the consolidated statements of income and the non-credit loss portion in AOCI on the consolidated balance sheets.

We estimate the amount of the credit loss component of a fixed-maturity security impairment as the difference between amortized cost and the present value of the expected cash flows of the security. The present value is determined using estimated cash flows discounted at the effective interest rate implicit to the security at the date of purchase or the current yield to accrete an asset-backed or floating-rate security. The techniques and assumptions for establishing the estimated cash flows vary depending on the type of security. The ABS' cash flow estimates are based on security-specific facts and circumstances that may include collateral characteristics, expectations of delinquency and default rates, loss severity and prepayment speeds and structural support, including subordination and guarantees. The corporate fixed-maturity security's cash flow estimates are derived from scenario-based outcomes of expected corporate restructurings or the disposition of assets using security specific facts and circumstances including timing, security interests and loss severity.

For equity method investments, we consider financial and other information provided by the investee, other known information and inherent risks in the underlying investments, as well as future capital commitments, in determining whether an impairment has occurred. Declines in value of equity method investments not expected to be recovered are reflected through impairment in other investment related gains (losses) on the consolidated statements of income.

Future Policy Benefits

The future policy benefit liabilities associated with long duration contracts include endowment contracts, term and whole-life products, accident and health, disability, and deferred and immediate annuities with life contingencies. Liabilities for non-participating long duration contracts are established using accepted actuarial valuation methods which require us to make certain assumptions regarding expenses, investment yields, mortality, morbidity, and persistency, with a provision for adverse deviation, at the date of issue or acquisition. Liabilities for participating long duration contracts are established using acceptable actuarial valuation methods, which require the use of guaranteed interest and mortality assumptions. As of June 30, 2016, the reserve investment yield assumptions ranged from 1.25% to 5.44% and were specific to our expected earned rate on the asset portfolio supporting the reserves. We base other key assumptions, such as mortality and morbidity, on industry standard data adjusted to align with actual company experience, if necessary. Premium deficiency tests are performed periodically using current assumptions, without provisions for adverse deviation, in order to test the appropriateness of the established reserves. If the reserves using current assumptions are greater than the existing reserves, the excess is recorded and the initial assumptions are revised.

Liabilities for Guaranteed Living Withdrawal Benefits and Guaranteed Minimum Death Benefits

We issue and reinsure deferred annuity contracts which contain GLWB and GMDB riders. We establish future policy benefits for GLWB and GMDB by estimating the expected value of withdrawal and death benefits in excess of the projected account balance and recognizing the excess proportionally over the accumulation

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period based on total expected assessments. The methods we use to estimate the liabilities have assumptions about policyholder behavior, which includes lapses, withdrawals and utilization of the benefit riders; mortality; and market conditions affecting the account balance growth.

Policyholder lapses and withdrawal assumptions are set at the product level by grouping individual policies sharing similar features and guarantees and reviewed periodically against experience. Base lapse rates consider the level of surrender charges and are dynamically adjusted based on the level of current interest rates relative to the guaranteed rates and the amount by which any rider guarantees are in a net positive position. Rider utilization assumptions consider the number and timing of policyholders electing the riders. We track this assumption as experience emerges and update our assumption as experience deviates. Mortality assumptions are set at the product level and generally based on standard industry tables, adjusted for historical experience and a provision for mortality improvement. Projected guaranteed benefit amounts in excess of the underlying account balances are considered over a range of scenarios in order to capture our exposure to the guaranteed withdrawal and death benefits.

The assessments used to accrue liabilities are based on interest margins, rider charges, surrender charges and realized gains (losses). As such, future reserve changes are sensitive to changes in investment results and the impacts of shadow adjustments, which represent the impact of assuming unrealized gains (losses) are realized in future periods. As of June 30, 2016, the GLWB and GMDB liability balance, including the impacts of shadow adjustments, totaled \$1.6 billion. The increase (decrease) to the GLWB and GMDB liability balance, including the impacts of shadow adjustments, as of June 30, 2016, from hypothetical changes in projected assessments, changes in the discount rate and annual equity growth is summarized in the following table (dollars in millions):

+10% assessments	\$	(59)
-10% assessments		68
+100 bps discount rate		61
-100 bps discount rate		(69)
1% lower annual equity growth		29

Derivatives

Valuation of Embedded Derivatives on FIAs

We issue and reinsure products, primarily FIA products, or purchase investments that contain embedded derivatives. If we determine the embedded derivative has economic characteristics not clearly and closely related to the economic characteristics of the host contract, and a separate instrument with the same terms would qualify as a derivative instrument, the embedded derivative is bifurcated from the host contract and accounted for separately. Embedded derivatives are carried on the consolidated balance sheets at fair value in the same line item as the host contract. Changes in the fair value of embedded derivatives associated with FIAs are reflected in interest sensitive contract benefits on the consolidated statements of income. Embedded derivatives that are not clearly and closely related to the host contract within a financial asset are required to be bifurcated and recorded at fair value unless the fair value option is elected on the host contract. Under the fair value option, bifurcation of the embedded derivative is not necessary as all related gains (losses) on the host contract and derivative will be reflected within investment related gains (losses) on the consolidated statements of income.

FIA and indexed universal life insurance contracts allow the policyholder to elect a fixed interest rate return or an equity market component where interest credited is based on the performance of common stock market indices. The equity market option is an embedded derivative, similar to a call option. The benefit reserve is equal to the sum of the fair value of the embedded derivative and the host (or guaranteed) component of the contracts. The fair value of embedded derivatives is computed as the present value of benefits attributable to the excess of the projected policy contract values over the projected minimum guaranteed contract values. The projections of policy contract values are based on assumptions for future policy growth, which include assumptions for expected index credits on the next policy anniversary date, future equity option costs, volatility, interest rates,

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and policyholder behavior. The projections of minimum guaranteed contract values include the same assumptions for policyholder behavior as were used to project policy contract values. For contracts we issue to policyholders, the embedded derivative cash flows are discounted using our own credit rating. For funds withheld reinsurance contracts, we do not use a credit spread as the funds are backed by the cedant's collateral. The host contract is established at contract inception as the initial account value less the initial fair value of the embedded derivative and accreted over the policy's life. The host contract accretion rate is updated each quarter so that the present value of actual and expected guaranteed cash flows is equal to the initial host value.

In general, the change in the fair value of the embedded derivatives will not directly correspond to the change in fair value of the hedging derivative assets. The derivatives are intended to hedge the index credits expected to be granted at the end of the current term, typically one year. The options valued in the embedded derivatives represent the rights of the policyholder to receive index credits over the entire period the FIAs are expected to be in-force, which are typically much longer than the current term of the options. From an economic basis we believe it is suitable to hedge with options that align with index terms of our FIA products because policyholder accounts are credited with index performance at the end of each index term. However, because the "value of an embedded derivative" in an FIA contract is longer-dated, there is a duration mismatch which may lead to mismatches for accounting purposes.

The most sensitive assumption in determining policy liabilities for FIAs is the vector of rates used to discount the excess projected contract values. The change in risk free rates is expected to drive most of the movement in the discount rates between periods. Changes to credit spreads for a given credit rating as well as any change to our credit rating requiring a revised level of non-performance risk would also be factors in the changes to the discount rate. If the discount rates used to discount the excess projected contract values were to fluctuate, there would be a resulting change in reserves for FIAs recorded through the consolidated statements of income.

As of June 30, 2016, we had embedded derivative liabilities classified as Level 3 in the fair value hierarchy of \$4.8 billion. As of June 30, 2016, the increase (decrease) to the embedded derivatives on FIA products from hypothetical changes in discount rates is summarized in the following table (dollars in millions):

+100 bps discount rate	\$	(355)
-100 bps discount rate		399

However, these estimated effects do not take into account potential changes in other variables, such as equity price levels and market volatility, which can also contribute significantly to changes in carrying values. Therefore, the table does not necessarily reflect the ultimate impact on the consolidated financial statements under the discount rate variance scenarios presented above. In determining the ranges, we have considered current market conditions, as well as the market level of discount rates that can reasonably be anticipated over the near-term. For additional information regarding sensitivities to the embedded derivative balance, see "—Quantitative and Qualitative Disclosures about Market Risks."

Valuation of Embedded Derivatives in Modified Coinsurance or Funds Withheld

Reinsurance agreements written on a modified coinsurance or funds withheld basis contain embedded derivatives. The fair value of the embedded derivatives on modified coinsurance and funds withheld agreements is included in the funds withheld at interest and funds withheld liability lines on the consolidated balance sheets for assumed and ceded agreements, respectively. The change in the fair value of the embedded derivatives is recorded in investment related gains (losses) on the consolidated statements of income. Assumed and ceded earnings from funds withheld at interest, funds withheld liability, and changes in the fair value of embedded derivatives are reported in operating activities on the consolidated statements of cash flows. Contributions to and withdrawals from funds withheld at interest and funds withheld liability are reported in operating activities on the consolidated statements of cash flows.

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Valuation of Derivative Contracts

Derivative contracts can be exchange-traded or OTC. Exchange-traded derivative contracts (for example, futures) typically fall within Level 1 of the fair value hierarchy depending on trading activity. OTC derivative contracts (for example, swaps) are valued using valuation models or an income approach using third-party broker-dealer valuations. Valuation models require a variety of inputs, including contractual terms, market prices, yield curves, credit curves, measures of volatility, prepayment rates, and correlation of the inputs. We consider and incorporate counterparty credit risk in the valuation process through counterparty credit rating requirements and monitoring of overall exposure. We also evaluate and include our own nonperformance risk in valuing derivative liabilities. The majority of our derivatives trade in liquid markets; therefore, we can verify model inputs and model selection does not involve significant judgment. As of June 30, 2016, we had derivative contract assets classified in the fair value hierarchy as Level 1 of \$6 million, Level 2 of \$955 million and Level 3 of \$0 million. As of June 30, 2016, we had derivative contract liabilities classified in the fair value hierarchy as Level 1 of \$0 million, Level 2 of \$18 million and Level 3 of \$8 million.

Deferred Acquisition Costs, Deferred Sales Inducements, and Value of Business Acquired

Costs relating to direct and successful efforts of acquiring new business are deferred to the extent they are recoverable from future premiums or gross profits. These costs consist of commissions and policy issuance costs, as well as sales inducements credited to policyholder account balances. We adjust the DAC, DSI and VOBA balances due to the other comprehensive income effects of net unrealized investment gains (losses) on AFS securities. We perform periodic tests to determine if the deferred costs remain recoverable, including at issue. If financial performance significantly deteriorates to the point where a premium deficiency exists, then we record a cumulative charge to the current period. Each reporting period, we update estimated gross profits with actual gross profits as part of the amortization process for the interest sensitive policies. We also periodically revise the key assumptions used in the calculation of the amortization of DAC, which results in revisions to the estimated future gross profits. The effects of changes in assumptions are recorded as unlocking in the period in which the changes are made.

Deferred costs related to interest sensitive life and investment-type policies, with significant revenue streams from sources other than investment of the policyholder funds, are amortized over the lives of the policies, in relation to the present value of gross profits including investment spread margins, surrender charge income, policy administration, changes in the GLWB and GMDB reserves, and realized gains (losses) on investments. Current period gross profits for FIAs also include the impact of amounts for the change in fair value of the derivatives and the change in fair value of the embedded derivatives. Estimates of the future gross profits are based on assumptions using accepted actuarial methods.

Current period amortization includes retrospective adjustments when actual gross profits and margins differ from prior estimates and may include further adjustments due to revisions of estimates of future gross profits and margins. Our estimates of future gross profits and margins are based on assumptions using accepted actuarial methods related to policyholder behavior and mortality, yields on investments supporting the liabilities, future interest credited amounts (including indexed related credited amounts on FIA products), surrender and other policy charges as applicable, and the level of expenses necessary to maintain the policies over their entire lives. Revisions to the gross profits are made each period based on historical results and also periodically through changing our assumptions to reflect our estimate of future experience.

We establish VOBA for insurance contract blocks assumed with the acquisition of insurance entities. VOBA represents the value of in-force business acquired and is subject to amortization and interest. The fair value of the liabilities purchased is determined using market participant assumptions at the time of acquisition and represents the amount an acquirer would expect to be compensated to assume the contracts. We record the fair value of the liabilities assumed in two components: reserves and VOBA. Reserves are established using our best estimate assumptions, as previously discussed in future policy benefits. VOBA is the difference between the fair value and the reserves. VOBA can be either positive or negative. For interest sensitive life and investment-type contracts,

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any negative VOBA is recorded in interest sensitive contract liabilities on the consolidated balance sheets. For long duration and insurance contracts, any negative VOBA is recorded as part of future policy benefits on the consolidated balance sheets. Positive VOBA is recorded in DAC, DSI and VOBA on the consolidated balance sheets. VOBA associated with funding agreements and immediate annuity contracts classified as investment contracts is amortized using the interest method. VOBA associated with immediate annuity contracts classified as long-duration contracts is amortized at a constant rate in relation to net policyholder liabilities. For accumulation products, which include interest-sensitive life and investment-type contracts with significant non-investment sources of revenue, VOBA is amortized in relation to the present value of estimated gross profits using methods consistent with those used to amortize DAC. Negative VOBA is amortized at a constant rate in relation to applicable net policyholder liabilities.

Estimated future gross profits vary based on a number of factors, but are typically most sensitive to changes in investment spread margins, which are the most significant component of gross profits. If estimated gross profits for all future years on business in-force were to change, including the impacts of shadow adjustments, there would be a resulting increase or decrease to our combined balance for deferred costs of acquisition recorded as an increase or decrease to amortization of DAC, DSI, and VOBA on the consolidated statements of income or AOCI.

Actual gross profits will depend on actual margins, including the changes in the value of embedded derivatives. The most sensitive assumption in determining the value of the embedded derivative is the vector of rates used to discount the excess projected contract values. If the discount rates used to discount the excess projected contract values were to change, including the impacts of shadow adjustments, there would be a resulting increase or decrease to our combined balance for deferred costs of acquisition recorded as an increase or decrease in amortization of DAC, DSI, and VOBA on the consolidated statements of income or AOCI.

As of June 30, 2016, DAC, DSI and VOBA totaled \$2.7 billion. As of June 30, 2016, the increases (decreases) to DAC, DSI and VOBA from hypothetical changes in estimated future gross profits and the embedded derivative discount rate are summarized in the following table (dollars in millions):

	DAC	DSI	VOBA	Total
+10% estimated future gross profits	\$ 14	\$ 7	\$ 45	\$ 66
-10% estimated future gross profits	(17)	(8)	(52)	(77)
+100 bps discount rate	(25)	(14)	(39)	(78)
-100 bps discount rate	28	15	43	86

Stock-based Compensation

We have adopted various stock-based compensation plans in order to align incentive compensation to our employees and directors, and employees of AAM with the long term performance of our company. For more information regarding such stock-based compensation plans, refer to “Note 10 – Common Stock” to our unaudited condensed consolidated financial statements and notes thereto and “Note 14 – Stock-based Compensation” to our audited consolidated financial statements and notes thereto, and for more information regarding our relationship with AAM, refer to “Note 14 – Related Parties” to our unaudited condensed consolidated financial statements and notes thereto and “Note 19 – Related Parties” to our audited consolidated financial statements and notes thereto. Under these stock-based compensation plans, we may issue non-qualified share options, rights to purchase shares, restricted shares, restricted stock units (“RSUs”), and other awards which may be settled in, or based upon, our Class A common shares.

We have issued Class M common shares and RSUs, which will be settled in Class A common shares assuming that such RSUs are exchanged for Class A common shares upon payment of a conversion price, to employees in association with and following each of four capital raise transactions undertaken since our inception in order to align management and employee incentives with shareholder investments. A portion of the

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Class M common shares and RSUs is subject to time-based vesting conditions (Tranche 1), and the remainder is subject to vesting conditions based on the proceeds realized or deemed to be realized by certain holders of our Class A common shares, as defined in each incentive plan (the “Relevant Investors”) (Tranche 2). Both Tranche 1 and Tranche 2 RSUs require an initial public offering as an additional vesting condition.

We recognize the fair value of stock-based compensation over a participant’s requisite service period through a charge to compensation expense and a corresponding entry to equity or a liability based on the vesting criteria and other pertinent terms of the awards. The compensation expense for Tranche 1 Class M common shares is generally recognized ratably over the vesting period. The compensation expense for Tranche 2 Class M common shares is recognized based on a combination of the probability of the Relevant Investors achieving certain performance hurdles and the assumed period to attain those performance hurdles. Certain Class M-4 common shares were issued with performance hurdles based on the price of our Class A common shares attaining certain targets following an initial public offering. For Tranche 2 of these Class M-4 common shares, for which performance hurdles are entirely contingent on the completion of our initial public offering, expense recognition will commence upon initial public offering completion. Changes in our estimates and assumptions, including the number of stock awards that ultimately vest, may cause us to realize material changes in stock-based compensation expense in the future.

Our stock-based compensation plans also allow for the purchase by certain of our employees and directors and our affiliates of Class A common shares at either fair market value or a discounted price as approved by our compensation committee. Additionally, we may issue restricted Class A common shares to management and our affiliates. Class A common shares are accounted for as equity awards and the related compensation expense is recognized ratably over the vesting period, if any. The compensation expense for Class A common shares is calculated based on the grant date fair value of the Class A common shares less the purchase price, multiplied by the number of shares awarded.

Valuation Methodology and Assumptions

We determine the fair value of the Class M common shares using the Black-Scholes option pricing model, with application of a Monte Carlo simulation to determine the value of the Tranche 2 Class M common shares. The Monte Carlo simulation uses a statistical formula underlying the Black-Scholes model and binomial formulas, and is further described under “—Tranche 2 Vesting Estimate” below.

To estimate an award’s fair value using the Black-Scholes option pricing model, it is necessary to develop assumptions of the fair value of the underlying common stock at the date of grant, expected term, expected volatility, expected dividend yield and the risk-free interest rate. The expected term and expected volatility assumptions are generally the most sensitive of the assumptions in the Black-Scholes model with variability in these assumptions having a more significant impact on the award’s fair value than the assumptions on the expected dividend yield or risk-free interest rate, if all other assumptions are held equal. We have assumed no dividends as we have not declared any common stock dividends to date and do not expect to declare common stock dividends in the near future. The risk-free interest rate is derived from the U.S. Constant Maturity Treasury yield at the valuation date, with maturity corresponding to the weighted-average expected term. In addition, we have made assumptions concerning forfeitures and the probability that certain vesting conditions will be met.

Common Stock Valuations

Due to the absence of an active market for our common stock, estimating the fair value of the underlying shares can be highly complex and subjective. We base the fair value of our common stock on recent or anticipated transactions. If no such transactions are available, we estimate the fair value using a market multiple of our book value, excluding AOCI, and take into account any expected dilution factors. The market multiple assumption is developed using market multiples of comparable publicly-traded companies. Additional valuation methodologies may be utilized to assess the reasonableness of the fair value. Once our common shares become publicly traded upon the consummation of this offering, estimating the fair value of our common shares will no longer be necessary.

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Expected Term

The Black-Scholes model uses a single input for the award's expected term (the weighted average expected term), the anticipated time period between the valuation date and the exercise date or post-vesting cancellation date, to estimate an employee award's fair value. Developing the expected term assumption is highly subjective as employees may exercise options at widely varying times. A change in the expected term may have a significant effect on the fair value of the award.

We estimate the weighted-average expected term of the Tranche 2 Class M common shares based on the weighted-average time to an expected liquidity event, such as an initial public offering or other Relevant Investor sale, according to the terms of the Class M common shares and including an assumption as to expected employee exercise behavior after such liquidity event. As of June 30, 2016, we estimated the remaining weighted-average expected term to be 2.30 years.

Expected Volatility

Volatility is a statistical measurement of the magnitude of stock's price variance over a given historical period and is used to determine the expected variability of the returns on a company's stock. Volatility may have a significant impact on the fair value of a share-based event. Given that a more volatile stock has greater upside potential than a less volatile stock, an award tied to a high volatility stock has greater value than an award tied to a low-volatility stock, assuming all other assumptions are equal.

Absent a public market for our shares, we have historically estimated volatility of our share price based on the published historical volatilities of publicly-traded insurance company peers with adjustments to ensure comparability, primarily related to leverage. As of June 30, 2016, we estimated the expected volatility to be 27.0%.

Pre-Vesting Forfeitures

In determining our pre-vesting forfeiture assumption we considered employee classification, economic environment, and historical experience. Based on these considerations, we estimate that 5% of the granted Class M common shares will have been forfeited at the end of the vesting period. We expect the number of vesting shares, as a percent of total shares granted, to decrease each year, with the lowest vesting percentage to occur in year five. As such, an annual forfeiture rate of 1.7% was determined to result in the overall 5% forfeiture rate for the entire vesting life. Changes in assumptions used to estimate the forfeiture rate could have a significant impact of the amount and timing of the compensation expense recognized in each period.

Tranche 2 Vesting Estimate

The Tranche 2 Class M common shares include vesting assumptions developed using a Monte-Carlo simulation. The Monte-Carlo simulation uses large samples of possible outcomes through a randomly generated process that reflects the proportional distribution of each outcome's probability and formula-based rules regarding the expected exercise patterns to generate the possible future value of the shares at a liquidity event. The fair value of the Tranche 2 Class M common shares is then estimated by averaging the value for all simulated paths and discounting the results at the risk-free interest rate to the valuation date. In developing this estimate using a Monte-Carlo simulation it is critical that an appropriately large sample of possible outcomes is used. We are currently running 100,000 scenarios of our equity value.

Consolidation

We consolidate all entities in which we hold a controlling financial interest as of the financial statement date whether through a majority voting interest or otherwise, including those investment funds that meet the definition of a VIE in which we are determined to be the primary beneficiary. If we are not the primary beneficiary, generally the general partner or another limited partner consolidates the investment fund, and we record the investment as an equity-method investment. Refer to "Note 5 – Variable Interest Entities" to our unaudited condensed consolidated financial statements and notes thereto and "Note 6 – Variable Interest Entities" to our audited consolidated financial statements and notes thereto.

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The determination as to whether an entity qualifies as a VIE depends on the underlying facts and circumstances surrounding each entity.

Our assessment of whether an entity is a VIE and the determination of whether we should consolidate such VIE may require significant judgment. Those judgments include, but are not limited to: (1) determining whether the total equity investment at risk is sufficient to permit the entity to finance its activities without additional subordinated financial support; (2) evaluating whether the holders of the equity investment at risk, as a group, can make decisions that have a significant effect on the success of the entity; (3) determining whether two or more parties' equity interests should be aggregated; (4) determining whether the equity investors have proportionate voting rights to their obligations to absorb losses or rights to receive the expected residual returns from an entity; and (5) evaluating the nature of the relationship and activities of the parties involved in determining which party within a related-party group is most closely associated with the VIE in situations where related parties share power or are under common control. Judgments are also made in determining whether we, as a member in the equity group have a controlling financial interest, including power to direct activities that most significantly impact the VIE's economic performance and rights to receive benefits or obligations to absorb losses that could be potentially significant to the VIE. This analysis includes any interests we may have through related parties.

In addition, whether fees paid to the decision maker in the VIE are customary and commensurate with the level of services provided impacts whether the decision maker holds a variable interest, after factoring in all other economic interests including proportionate interests through related parties. Since Apollo is an affiliate and often is the decision maker for VIEs in which we have invested, this determination can be significant to our consolidation conclusion.

Determining which party is more closely associated with an entity is only performed when the related party group that has a controlling financial interest, shares power or is under common control. When the related party group holding a controlling financial interest is not under common control, then we would only be deemed to be the primary beneficiary if substantially all the activities of the entity are performed on our behalf. There is also judgment involved in the determination of whether substantially all of the activities of a VIE investment are conducted on our behalf. This assessment is primarily qualitative and focused on relationships between us and the investment fund being evaluated, but also includes an analysis of the quantitative impacts of the investment fund on the economics we receive.

Additionally, determining whether a VIE meets the criteria of an investment company is qualitative in nature and may involve significant judgment. The significance of this distinction relates to whether the investment fund retains the specialized accounting afforded investment companies.

To be deemed an investment company an entity must, at a minimum, meet the following fundamental criteria: (1) obtain funds from one or more investors and provides the investor(s) with defined investment management services, (2) commit to its investor(s) that its business purpose and only substantive activities are investing funds solely for returns from capital appreciation, investment income, or both, and (3) it or its affiliates do not obtain or have the objective of obtaining returns or benefits from an investee or its affiliates that are not normally attributable to ownership interests or that are other than capital appreciation or investment income.

If the three fundamental characteristics are met, we evaluate whether the entity possesses some or all of the following typical characteristics that are generally associated with an investment company: (1) has more than one investment, (2) has more than one investor, (3) has investors that are not related parties of the parent entity (if there is a parent) and the investment manager, (4) has ownership interests in the form of equity or partnership interests, and (5) manages substantially all of its investments on a fair value basis. Lacking one or more of these characteristics does not preclude an entity from being considered an investment company. All relevant facts and circumstances are taken into consideration in making a final determination.

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Income Taxes

In determining our income taxes, management is required to interpret complex income tax laws and regulations. We are subject to examinations by federal, state, local and foreign income tax authorities that may give rise to different interpretations of these complex laws and regulations. Due to the nature of the examination process, it generally takes years before these examinations are completed and these matters are resolved. We recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by the relevant taxing authorities based on the technical merits of our position. The aggregate amount of any additional income tax liabilities that may result from these examinations, if any, is not expected to have a material impact on our consolidated financial results. For more information regarding income taxes, refer to “Note 13 – Income Taxes” to our unaudited condensed consolidated financial statements and notes thereto and “Note 17 – Income Taxes” to our audited consolidated financial statements and notes thereto.

Accounting for income taxes represents our estimate of various events and transactions based on management’s judgment and interpretation of the laws and regulations enacted as of the reporting date. Deferred tax assets and liabilities resulting from temporary differences between the financial reporting and tax basis of assets and liabilities are measured at the balance sheet date using enacted tax rates expected to apply to taxable income in the years the temporary differences are expected to reverse. We routinely evaluate the likelihood of realizing the benefit of our deferred tax assets and may record a valuation allowance if, based on all available evidence, we determine that it is more-likely-than-not some portion of the tax benefit will not be realized. We have deferred tax assets primarily related to reserve valuation differences, net operating losses, DAC and employee benefit plans. On a quarterly basis, we test the value of deferred tax assets for impairment at the taxpaying-component level within each tax jurisdiction. Significant judgment and estimates are required in determining whether valuation allowances should be established as well as the amount of such allowances. When making such determination, consideration is given to, among other things, the following:

- sufficient taxable income within the allowed carryback or carryforward periods;
- future reversals of existing taxable temporary differences, including any tax planning strategies that could be utilized;
- nature or character (e.g., ordinary vs. capital) of the deferred tax assets and liabilities; and
- future taxable income exclusive of reversing temporary differences and carryforwards.

We may be required to change the provision for income taxes in certain circumstances. Examples of such circumstances include when the ultimate deductibility of certain items is challenged by taxing authorities, when it becomes clear that certain items will not be challenged, when forecasted results used in determining valuation allowances on deferred tax assets significantly change, or when receipt of new information indicates the need for adjustment in valuation allowances. Additionally, future events such as changes in tax legislation could have an impact on the provision for income tax and the effective tax rate. Any such changes could significantly affect the amounts reported in our consolidated financial statements in the period to which these changes apply.

We have not provided for withholding taxes on undistributed earnings of our U.S. and German subsidiaries on our consolidated financial statements as of June 30, 2016. Although withholding taxes may apply in the event a dividend is paid by our U.S. or German subsidiaries, we have not accrued withholding taxes as we do not intend to remit these earnings. The cumulative amount subject to withholding tax, if distributed, as well as the determination of the associated tax liability, is not practicable to compute; however, it may be material to our consolidated financial condition and results of operations. Any dividends remitted to AHL from ALRe are not subject to withholding tax.

Impact of Recent Accounting Pronouncements

For a discussion of new accounting pronouncements affecting us, refer to “Note 1 – Business, Basis of Presentation, and Significant Accounting Policies” to our unaudited condensed consolidated financial statements and notes thereto and “Note 3 – Summary of Significant Accounting Policies” to our audited consolidated financial statements and notes thereto.

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Quantitative and Qualitative Disclosures About Market Risks

Risk Management Framework

The function of our risk management framework is to identify, assess and prioritize risks to ensure that both senior management and the board of directors understand our risk profile. The processes supporting risk management are designed to ensure that our risk profile is consistent with our stated risk appetite and that we maintain sufficient capital to support our corporate plan while meeting the requirements imposed by our policyholders, shareholders, and regulators. Risk management strives to enable us to maximize the value of our existing business platform to shareholders, preserve our ability to realize business and market opportunities under moderately stressful market conditions, and to withstand the impact of severely adverse events.

The risk management framework includes a governance committee structure that supports accountability in current risk-based decision making, and effective risk management. Governance committees are established at three levels: the board of directors, AHL management, and subsidiary management. We utilize a host of assessment tools to monitor and assess our risk profile, results of which are shared with senior management periodically at management level committees such as the management risk committee (“MRC”) and the asset-liability committee (“ALCO”) and with the board of directors quarterly. Business management retains the primary responsibility for day-to-day management of risk. See “Risk Factors—Risks Relating to Our Business—If our risk management policies and procedures, which include the use of derivatives and reinsurance, are not adequate to protect us, we may be exposed to unidentified, unanticipated or inadequately managed risks.”

Risk Management

Risk management strives to:

- maximize the value of our existing business platform to shareholders;
- preserve the ability to realize business and market opportunities under moderately stressful market conditions; and
- position our business to withstand the impact of severely adverse events.

The risk management team structure consists of:

- ERM team;
- derivatives trading team; and
- asset risk team.

The risk management team is led by the Chief Risk Officer. The Chief Risk Officer reports functionally to the board of directors, and administratively (day-to-day operations), to the President of AHL. Our risk management team is comprised of 30 dedicated, full-time employees.

Asset and Liability Management

Asset and liability risk management is a joint effort that spans business liability management and the entire risk management team. Processes established to analyze and manage the risks of our assets and liabilities include but are not limited to:

- analyzing our liabilities to ascertain their sensitivity to behavioral variations and changes in market conditions and actuarial assumptions;
- analyzing interest rate risk, cash flow mismatch, and liquidity risk management;
- performing scenario and stress analyses to examine their impacts on capital and earnings;
- performing cash flow testing and capital modeling;
- modeling the values of the derivatives embedded in our policy liabilities so that they can be effectively hedged;

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- hedging unwanted risks, including from embedded derivatives, interest rate exposures and currency risks;
- reviewing our corporate plan and strategic objectives, and identifying prospective risks to those objectives under normal and stressed economic, behavioral and actuarial conditions; and
- providing appropriate risk reports that show consolidated risk exposures from assets and liabilities as well as the economic consequences of stress events and scenarios.

Product Development

Risk management is involved in all stages of the product development process and each newly proposed product undergoes review by our risk management team before a product may be launched. In the idea generation stage, our product, sales, legal and risk management teams discuss and screen new product ideas. Our risk management team is involved early on in the process in order to understand the risk inherent in each new product. If a product advances to the initial design stage, it undergoes preliminary pricing and model development. At this stage, our risk management team ensures the product design incorporates management levers to the extent practicable and that any potential risks are those that we believe we can properly manage. In the detailed design stage, pricing and risk analysis must be completed. Our risk management team then reviews the product's pricing assumptions and must approve the product before it can advance to the implementation phase. At the implementation stage, our risk management team evaluates the pricing analysis and underlying assumptions (particularly assumptions with respect to economic and policyholder behavior), performs stress testing to evaluate tail risk exposure and performs further analysis to identify additional information necessary to gain a detailed understanding of the product's capital implications. Our risk management team must provide approval again before the product can advance to the final stage. Before a new product may be launched, a detailed pricing memorandum is developed and the risk management team must provide final approval.

Market Risk and Management of Market Risk Exposures

Market risk is the risk of incurring losses due to adverse changes in market rates and prices. Included in market risk are potential losses in value due to credit and counterparty risk, interest rate risk, currency risk, commodity price risk and equity price risk. We are primarily exposed to credit risk, interest rate risk and, to a lesser extent, equity price risk.

Credit Risk and Counterparty Risk

In order to operate our business model, which is predicated on earning spread income, which is the difference between the return on our assets and the cost of our liabilities, we must bear credit risk. However, as we assume credit risk through our investment, reinsurance and hedging activities, we endeavor to ensure that risk exposures remain diversified, that we are adequately compensated for the risks we assume and that the level of risk is consistent with our risk appetite and objectives.

Credit risk is a key risk taken in the asset portfolio, as the credit spread on our investments is what drives our spread income. We manage credit risk by avoiding idiosyncratic risk concentrations, understanding and managing our systematic exposure to economic and market conditions through stress testing, monitoring investment activity daily and distinguishing between price and default risk from credit exposures. Concentration and portfolio limits are designed to ensure that exposure to default and impairment risk is sufficiently modest so as to not represent a solvency risk to us, even in severe economic conditions.

The investment teams within AAM, which manage substantially all of our fixed income assets, except those of our German operations, focus on in-depth, bottom-up portfolio construction, and disciplined risk management. Their approach to taking credit risk is formulated based on:

- a fundamental view on existing and potential opportunities at the security level;

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- an assessment of the current risk/reward proposition for each market segment;
- identification of downside risks and assigning a probability for those risks; and
- establishing a plan for best execution of the investment action.

A dedicated set of AHL risk managers, who are on-site with AAM, monitor the asset risks to ensure that such risks are consistent with our risk appetite, standards for committing capital, and overall strategic objectives. Our risk management team is also a key contributor to the OTTI/credit impairment evaluation process.

In addition to credit-risk exposures from our investment portfolio, we are also exposed to credit risk from our counterparty exposures from our derivative hedging and reinsurance activities. Derivative counterparty risk is managed by trading on a collateralized basis with counterparties under International Swaps and Derivatives Association (“ISDA”) documents with a credit support annex having low or zero dollar collateral thresholds.

We utilize reinsurance to mitigate risks that are inconsistent with our strategy or objectives. For example, we have reinsured much of the mortality risk we would otherwise have accumulated through our various acquisitions, allowing us to focus on our core annuity business. These reinsurance agreements expose us to the credit risk of our counterparties. We manage this risk to avoid counterparty risk concentrations through various mechanisms: utilization of reinsurance structures such as funds withheld or modified coinsurance so as to retain ownership of the assets and limit counterparty risk to the cost of replacing the counterparty; diversification across counterparties; and when possible, novating policies to eliminate counterparty risk altogether.

Interest Rate Risk

Significant interest rate risk may arise from mismatches in the timing of cash flows from our assets and liabilities. Management of interest rate risk at the company-wide level, and at the various operating company levels, is one of the main risk management activities in which senior management engages.

Depending upon the materiality of the risk and our assessment of how we would perform across a spectrum of interest rate environments, we may seek to mitigate interest rate risk using on-balance-sheet strategies (portfolio management) and off-balance-sheet strategies (derivative hedges such as interest rate swaps and futures). We monitor ALM metrics (such as key-rate durations and convexity) and employ quarterly cash flow testing requirements across all of our insurance companies to assure the asset and liability portfolios are managed to maintain net interest rate exposures at levels that are consistent with our risk appetite. We have established a set of exposure and stress limits to communicate our risk tolerance and to ensure adherence to those risk tolerance levels. Risk management personnel and the MRC are notified in the event that risk tolerance levels are exceeded. The MRC then makes a decision as to what actions, if any, should be undertaken.

Active portfolio management is performed by our investment managers at AAM, with direction from the MRC. ALM risk is also managed by the MRC. The performance of our investment portfolio managed by AAM is reviewed periodically by the MRC and the board of directors. The MRC strives to improve returns to shareholders and protect policyholders, while dynamically managing the risk within our expectations.

Equity Price Risk

Our FIAs require us to make payments to policyholders that are dependent on the performance of equity market indices. In addition, our investment portfolio can be invested in strategies involving public and private equity positions. In general, we have limited appetite for passive, public equity investments. We seek to minimize the equity risk from our liabilities by economically defeasing this equity exposure with granular, policy-level-based hedging.

The equity index hedging framework implemented is one of static core hedges with dynamic overlays. Unique policy-level liability options are matched with static OTC options. Residual risk arising from

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policyholder behavior and other trading constraints (for example, minimum trade size) are managed dynamically by decomposing the risk of the portfolio (asset and liability positions) into market risk measures which are managed to pre-established risk limits. The portfolio risks are measured overnight and rebalanced daily to ensure that the risk profile remains within risk appetite. Valuation is done at the position level, and risks are aggregated and shown at the level of each underlying index. Risk measures that have term structure sensitivity, such as index volatility risk, and interest rate risk, are monitored and risk managed along the term structure.

We are also exposed to equity risk in our alternative investment portfolio. The form of those investments is typically a limited partnership interest in a fund. We currently target fund investments that have characteristics resembling fixed income investments versus those resembling pure equity investments, but as holders of partnership positions, our investments are generally held as equity positions. The alternative investments are decomposed into several sub-types, including at the most liquid end of the spectrum “liquid strategies,” (which is mostly exposure to publicly traded equities), followed by “hedge funds,” “credit funds,” “private equity,” and “real assets.” Direct public equity market exposure is concentrated mostly in the liquid strategies segment.

Our investment mandate in our alternative investment portfolio is inherently opportunistic. Each investment is examined and analyzed on its own merits to gain a full understanding of the risks present, and with a view toward determining likely return scenarios, including the ability to withstand stress in a downturn. We have a strong preference for alternative investments that have the following characteristics, among others: (i) investments that constitute a direct investment or an investment in a fund with a high degree of co-investment; (ii) investments with debt-like characteristics (for example, a stipulated maturity and par value), or alternatively, investments with reduced volatility when compared to pure equity; and (iii) investments that have less downside risk.

Alternative investments are monitored in real-time across the variety of markets that they span. The alternative investment portfolio is monitored to ensure diversification across asset classes and strategy, and the portfolio’s performance under stress scenarios is evaluated routinely as part of management and board of director reviews. Since alternative investments are marked-to-market on our balance sheet, risk analyses focus on potential changes in market value across a variety of market stresses. In cases where investment performance has not met expectations, or where the balance of risk and reward has shifted against it, we will seek to exit the investment as quickly as possible, and minimize its downside exposure in doing so.

Currency Risk

We manage our currency risk so as to maintain minimal exposure to currency fluctuations. We attempt to hedge completely the currency risk arising in our investment portfolio or FIA products. In general, we match currency exposure of assets and liabilities. When the currency denominations of the assets and liabilities do not match, we generally undertake hedging activities to eliminate or mitigate currency mismatch risk.

Scenario Analysis

We evaluate our exposure to market risk through internally defined modeling of our portfolio performance during times of economic stress. We manage our business, capital and liquidity needs to withstand stress scenarios and target capital we believe will maintain our current ratings in a moderate “recession scenario” and will remain investment grade under a substantially severe “Lehman scenario.” In the recession scenario, we calibrate recessionary shocks to several key risk factors (S&P 500, BBB corporate spreads, high yield corporate spreads, 2 year and 10 year US Treasury yields) using data from the 1991, 2001, and 2008 recessions, and estimate mark to market impacts to the various sectors in our portfolio using regression analysis of their credit spreads to the key risk factors. To estimate OTTI impacts, we use historical default, stressed recovery, and ratings migration rates from the aforementioned recessionary periods. In the Lehman scenario, we use credit spread and interest rate movements between September 12, 2008 and December 15, 2008 to estimate mark to market changes, and we use one-year default probabilities from 2008, along with stressed recovery and ratings migration rates, to estimate OTTI impacts. We review the impacts of our stress test analyses quarterly with management.

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Sensitivities

Interest Rate Risk

We assess interest rate exposures for financial assets, liabilities and derivatives using hypothetical stress tests and exposure analyses. If interest rates were to increase 25 basis points from levels as of June 30, 2016, the estimated impact to our consolidated statements of income from changes in financial instruments carried at fair value would be a decrease of \$8 million. The decrease would be driven by decreases in interest sensitive security values of \$97 million, partially offset by a decrease in the FIA embedded derivative liability of \$75 million and an increase in derivative values of \$14 million. The net decrease in fair value for these financial instruments would directly impact the gross profits and assessments used in the calculations of DAC, DSI, and VOBA amortization and GLWB and GMDB reserves, resulting in a decrease to our consolidated statements of income from movements in these balances of \$17 million. The estimated impact on AOCI from such an increase in interest rates as of June 30, 2016 would be a decrease of \$626 million driven by changes in securities classified as AFS, but would be partially offset by an increase in the DAC, DSI and VOBA assets and a decrease in the GLWB and GMDB reserves of \$165 million due to shadow adjustments.

If interest rates were to decrease 25 basis points from levels as of June 30, 2016, the estimated impact to our consolidated statements of income from changes in financial instruments carried at fair value would be an increase of \$9 million. The increase would be driven by increases in interest sensitive security values of \$98 million, partially offset by an increase in the FIA embedded derivative liability of \$75 million and a decrease in derivative values of \$14 million. The net increase in fair value for these financial instruments would directly impact the gross profits and assessments used in the calculations of DAC, DSI, and VOBA amortization and GLWB and GMDB reserves, resulting in an increase to our consolidated statements of income from movements in these balances of \$14 million. The estimated impact on AOCI from such a decrease in interest rates as of June 30, 2016 would be an increase of \$652 million driven by changes in securities classified as AFS, but would be partially offset by a decrease in the DAC, DSI and VOBA assets and an increase in the GLWB and GMDB reserves of \$174 million due to shadow adjustments.

The models used to estimate the impact of a 25 basis point change in market interest rates incorporate numerous assumptions, require significant estimates and assume an immediate change in interest rates without any discretionary management action to counteract such a change. Consequently, potential changes in our valuations indicated by these simulations will likely be different from the actual changes experienced under any given interest rate scenarios and these differences may be material. Because we actively manage our assets and liabilities, the net exposure to interest rates can vary over time. However, any such decreases in the fair value of fixed maturity securities, unless related to credit concerns of the issuer requiring recognition of an OTTI, would generally be realized only if we were required to sell such securities at losses to meet liquidity needs.

Public Equity Price Risk

Assuming all other factors are constant, we estimate that a decline in public equity market prices of 10% from levels as of June 30, 2016 would cause a decrease to our consolidated statements of income from changes in financial instruments carried at fair value of \$145 million. The decrease would be driven by a decrease in the value of securities and derivatives of \$545 million, partially offset by a decrease in the FIA embedded derivative liability of \$400 million. The net decrease in fair value for these financial instruments would directly impact the gross profits and assessments used in the calculations of DAC, DSI, and VOBA amortization and GLWB and GMDB reserves, resulting in a related increase to our consolidated statements of income from movements in these balances of \$40 million. The estimated impact on AOCI from such a decrease in public equity markets as of June 30, 2016 would be an increase in the DAC, DSI and VOBA assets partially offset by an increase in the GLWB and GMDB reserves which would net to \$1 million due to shadow adjustments.

BUSINESS

Overview

We are a leading retirement services company that issues, reinsures and acquires retirement savings products designed for the increasing number of individuals and institutions seeking to fund retirement needs. We generate attractive financial results for our policyholders and shareholders by combining our two core competencies of (1) sourcing long-term, generally illiquid liabilities and (2) investing in a high quality investment portfolio, which takes advantage of the illiquid nature of our liabilities. Our steady and significant base of earnings generates capital that we opportunistically invest across our business to source attractively-priced liabilities and capitalize on opportunities. Our differentiated investment strategy benefits from our strategic relationship with Apollo and its indirect subsidiary, AAM. AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services, including investment compliance, tax, legal and risk management support. Our relationship with Apollo and AAM also provides us with access to Apollo's investment professionals across the world as well as Apollo's global asset management infrastructure that, as of June 30, 2016, supported more than \$186 billion of AUM across a broad array of asset classes. We are led by a highly skilled management team with extensive industry experience. We are based in Bermuda with our U.S. subsidiaries' headquarters located in Iowa.

We began operating in 2009 when the burdens of the financial crisis and resulting capital demands caused many companies to exit the retirement market, creating the need for a well-capitalized company with an experienced management team to fill the void. Taking advantage of this market dislocation, we have been able to acquire substantial blocks of long-duration liabilities and reinvest the related investments to produce profitable returns. We have been able to generate strong financial returns in a multi-year low rate environment. We believe we have fewer legacy liability issues than our peers given that all of our retail and flow reinsurance liabilities were underwritten after the financial crisis, and the majority of the liabilities we acquired through our acquisitions and block reinsurance were acquired at a discount to book value.

We have established a significant base of earnings and as of June 30, 2016 have an expected annual investment margin of 2-3% over the 8.0 year weighted-average life of our deferred annuities, which make up a substantial portion of our reserve liabilities. Even as we have grown to \$68.9 billion in investments, including related parties, \$69.9 billion in invested assets and \$84.3 billion of total assets as of June 30, 2016, we have continued to approach both sides of the balance sheet with an opportunistic mindset because we believe quickly identifying and capitalizing on market dislocations allows us to generate attractive, risk-adjusted returns for our shareholders. Further, our multiple distribution channels support growing origination across market environments and better enable us to achieve continued balance sheet growth while maintaining attractive profitability. We believe that in a typical market environment, we will be able to profitably grow through our organic channels, including retail, flow reinsurance and institutional products. In more challenging market environments, we believe that we will see additional opportunities to grow through our inorganic channels, including acquisitions and block reinsurance, due to market stress during those periods. We are diligent in setting our return targets based on market conditions and risks inherent to our products offered and acquisitions or block reinsurance transactions. In general, we may accept lower returns on products which may provide more certain return characteristics, such as FABN, and we may require higher returns for products or transactions where there is more inherent risk in meeting our return targets, such as with acquisitions. If we are unable to source liabilities with our desired return profile in one of our channels, we generally will not sacrifice profitability solely for the sake of increasing market share and instead we will typically focus on our other channels to identify growth opportunities that meet our preferred risk and return profile.

As a result of our focus on issuing, reinsuring and acquiring attractively-priced liabilities, our differentiated investment strategy and our significant scale, for the six months ended June 30, 2016 and the year ended December 31, 2015, we generated an annualized investment margin on deferred annuities of 2.62% and 2.45%, respectively, and an annualized operating ROE excluding AOCI of 19.1% and 22.7%, respectively, for our Retirement Services segment, described below. We currently maintain what we believe to be high capital ratios for our rating and hold more than \$1 billion of capital in excess of the level we believe is needed to support our current

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operating strategy, and view this excess as strategic capital available to reinvest into organic and inorganic growth opportunities. Because we hold this strategic capital to implement our opportunistic strategy and to enable us to explore deployment opportunities as they arise, and because we are investing for future growth, our consolidated annualized ROE for the six months ended June 30, 2016 and the year ended December 31, 2015 was 9.5% and 11.3%, respectively, and our consolidated annualized operating ROE excluding AOCI for the same period was 11.5% and 15.6%, respectively, in each case, without the benefit of any financial leverage or capital return through dividends or share buyback programs. On a consolidated basis, for the six months ended June 30, 2016 and the year ended December 31, 2015, we generated net income available to AHL shareholders of \$279 million and \$562 million, respectively, and operating income, net of tax, of \$330 million and \$740 million, respectively. Investment margin, operating income, net of tax, and operating ROE excluding AOCI are not calculated in accordance with GAAP. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Operating and Non-GAAP Measures” for additional discussions regarding non-GAAP measures.

As of June 30, 2016, we had \$6.4 billion of total AHL shareholders’ equity and \$5.9 billion of total AHL shareholders’ equity excluding AOCI. Our top-level U.S. insurance subsidiary, AADE, had a U.S. RBC ratio of 552% and ALRe had a BSCR of 323%, each as of December 31, 2015. Our main insurance subsidiaries are rated A- for financial strength by each of S&P and Fitch, each with a stable outlook, and by A.M. Best, with a positive outlook. AHL has a counterparty credit rating of BBB from S&P and an issuer default rating of BBB from Fitch, each with a stable outlook, and an issuer credit rating of bbb- from A.M. Best, with a positive outlook. We currently have no financial leverage, and have an undrawn \$1.0 billion credit facility in place to provide an additional liquidity cushion in challenging economic or business environments or to provide additional capital support.

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other. Retirement Services is comprised of our U.S. and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure MYGAs, FIAs, traditional one year guarantee fixed deferred annuities, immediate annuities and institutional products from our reinsurance partners. In addition, our FABN program is included in our Retirement Services segment. Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In Corporate and Other we also hold more than \$1 billion of capital in excess of the level of capital we hold in Retirement Services to support our operating strategy. We view this excess as strategic capital, which we expect to deploy for additional organic and inorganic growth opportunities as well as expect to contribute to ratings improvements over time. We manage our capital to levels which we believe would remain consistent with our current ratings in a recessionary environment. For additional information regarding our segments, refer to “Note 16 – Segment Information” to our unaudited condensed consolidated financial statements and notes thereto and “Note 21 – Segment Information” to our audited consolidated financial statements and notes thereto.

We have developed organic and inorganic channels to address the retirement services market and grow our assets and liabilities. By focusing on the retirement services market, we believe that we will benefit from several demographic and economic trends, including the increasing number of retirees in the United States, the lack of tax advantaged alternatives for people trying to save for retirement and expectations of a rising interest rate environment. To date, most of our products sold and acquired have been fixed annuities, which offer people saving for retirement a product that is tax advantaged, has a minimum guaranteed rate of return or minimum cash value and provides protection against investment loss. Our policies often include surrender charges (85% of our annuity products, as of June 30, 2016) or MVAs (72% of our annuity products, as of June 30, 2016), both of which increase persistency and protect our ability to meet our obligations to policyholders.

Our organic channels have provided deposits of \$4.0 billion and \$1.8 billion for the six months ended June 30, 2016 and 2015, respectively, and \$3.9 billion, \$2.9 billion and \$1.5 billion for the years ended December 31,

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2015, 2014 and 2013, respectively. Withdrawals on our deferred annuities were \$2.0 billion and \$2.2 billion for the six months ended June 30, 2016 and 2015, respectively, and \$4.4 billion, \$4.4 billion and \$2.1 billion for the years ended December 31, 2015, 2014 and 2013, respectively. We believe our growth in 2016 should continue to surpass our withdrawals as we continue to grow our retail and flow reinsurance channels. Within these channels, we have focused on developing a diverse suite of products that allow us to meet our risk and return profiles, even in today's low-rate environment. As a result, not only have we been able to deliver strong organic growth in 2016, but we have also been able to do so without sacrificing profitability. Going forward, we believe the 2015 upgrade of our financial strength ratings to A- by each of S&P, Fitch and A.M. Best, as well as our 2016 outlook upgrade to positive by A.M. Best and our recent FIA and MYGA new product launches will continue to enable us to increase penetration in our existing organic channels and access new markets within our retail channel, such as through financial institutions. This increased penetration will allow us to source additional volumes of profitably underwritten liabilities. Our organic channels currently include:

- Retail, from which we provide retirement solutions to our policyholders primarily through approximately 60 IMOs. Within our retail channel we had fixed annuity sales of \$1.8 billion and \$1.3 billion for the six months ended June 30, 2016 and 2015, respectively, and \$2.5 billion, \$2.5 billion and \$1.3 billion for the years ended December 31, 2015, 2014 and 2013, respectively.
- Flow reinsurance, which provides an opportunistic channel for us to source long-term liabilities with attractive crediting rates. Within our flow reinsurance channel, we generated \$2.2 billion and \$435 million in deposits for the six months ended June 30, 2016 and 2015, respectively, and \$1.1 billion, \$349 million and \$167 million in deposits for the years ended December 31, 2015, 2014 and 2013, respectively.
- Institutional products, focused on the sale of funding agreements. Within our institutional products channel, in October 2015, we sold a \$250 million funding agreement in our inaugural transaction under our FABN program. To date, we have not completed a pension risk transfer transaction, although we are in the process of developing our capabilities to undertake such transactions.

Our inorganic channels, including acquisitions and block reinsurance, have contributed significantly to our growth. We believe our internal acquisitions team, with support from Apollo, has an industry-leading ability to source, underwrite, and expeditiously close transactions, which makes us a competitive counterparty for acquisition or block reinsurance transactions. We are highly selective in the transactions that we pursue; ultimately closing only those that are well aligned with our core competencies and pricing discipline. Since our inception, we have evaluated a significant number of merger and acquisition opportunities and have closed on five acquisitions. In connection with our five acquisitions through June 30, 2016, we sourced reserve liabilities backed by approximately \$65.9 billion in total assets (net of \$9.3 billion in assets ceded through reinsurance). The aggregate purchase price of our acquisitions was less than the aggregate statutory book value of the businesses acquired.

We have sourced a high quality portfolio of invested assets. Because we have remained disciplined in underwriting attractively priced liabilities, we have the ability to invest in a broad range of high quality assets and generate attractive earnings. As of June 30, 2016, approximately 93.8% of our AFS fixed maturity securities, including related parties, were rated NAIC 1 or NAIC 2, the two highest credit rating designations under the NAIC'S criteria (with investments of our German operations rated by applying NRSRO equivalent ratings to map NAIC ratings). In addition to our core fixed income portfolio, we opportunistically allocate 5-10% of our portfolio to alternative investments where we primarily focus on fixed income-like, cash flow-based investments. For instance, our alternative investment positions include significant equity stakes in two asset platforms that originate high quality credit assets (such as RMLs, leveraged loans and mortgage servicing rights) that are well aligned with our investment strategy. Our relationship with AAM and Apollo allows us to take advantage of our generally illiquid liability profile and identify asset opportunities with an emphasis on earning incremental yield by taking liquidity risk and complexity risk, rather than assuming solely credit risk. While alternative investments are a relatively small portion of our overall portfolio, our alternative investments strategy has been an important driver of returns.

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Through our efficient corporate structure and operations, we believe we have built a cost-effective platform to support our growth opportunities. We believe our fixed operating cost structure supports our ability to maintain an attractive financial profile across market environments. Additionally, we believe we have designed our platform to be highly scalable and support growth without significant incremental investment in infrastructure, which allows us to scale our business production up or down because of our cost effective platform. As a result, we believe we will be able to convert a significant portion of our new business spread into operating income.

Relationship with Apollo

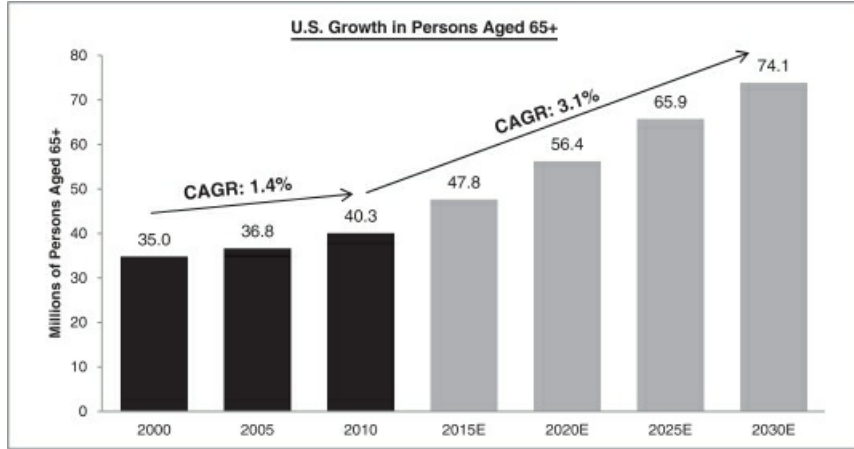
We have a strategic relationship with Apollo which allows us to leverage the scale of its asset management platform. Apollo's indirect subsidiary, AAM, serves as our investment manager. In addition to co-founding the company, Apollo assists us in identifying and capitalizing on acquisition opportunities that have been critical to our ability to significantly grow our business. Members of the Apollo Group are significant owners of our common shares and Apollo employees serve on our board of directors. We expect our strategic relationship with Apollo to continue for the foreseeable future. See "Certain Relationships and Related Party Transactions—Relationships and Related Party Transactions with Apollo or its Affiliates," "Principal and Selling Shareholders" and "Shares Eligible for Future Sale—Lock-Up Agreements."

The Apollo Group controls and is expected, subsequent to the completion of our initial public offering, to continue to control 45% of the total voting power of AHL and currently holds four of the 16 seats on our board of directors. Further, our bye-laws generally limit the voting power of our Class A common shares (and certain other of our voting securities) such that no person owns (or is treated as owning) more than 9.9% of the total voting power of our common shares (with certain exceptions). See "Description of Share Capital—Common Shares."

Our Market Opportunity

The number of individuals reaching retirement age is growing rapidly while some traditional retirement funding sources have declined in the wake of the financial crisis and the ensuing prolonged low interest rate environment. Our tax-efficient savings products are well positioned to meet this increasing customer demand.

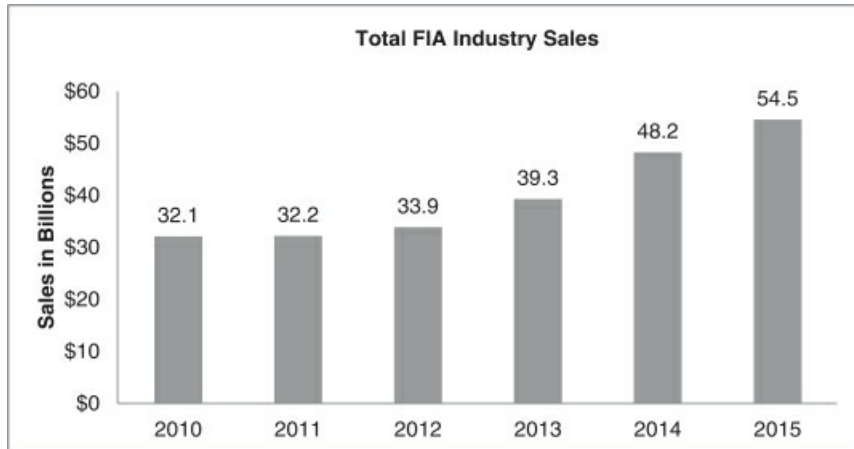
- **Increasing Retirement-Age Population.** Over the next three decades, the retirement-age population is expected to experience unprecedented growth. According to the U.S. Census Bureau, there were approximately 40 million Americans age 65 and older in 2010, representing 13% of the U.S. population. By 2030, this segment of the population is expected to increase by 34 million or 85% to approximately 74 million, which would represent approximately 21% of the U.S. population. Technological advances and improvements in healthcare are projected to continue to contribute to increasing average life expectancy, and aging individuals must be prepared to fund retirement periods that will last longer than ever before. Furthermore, many working households in the United States do not have adequate retirement savings. Demand for traditional fixed rate annuities and FIAs will likely be bolstered by this gap resulting from the growing need for guaranteed income streams and the expanding retirement population's insufficient savings base.



Source: U.S. Census Bureau.

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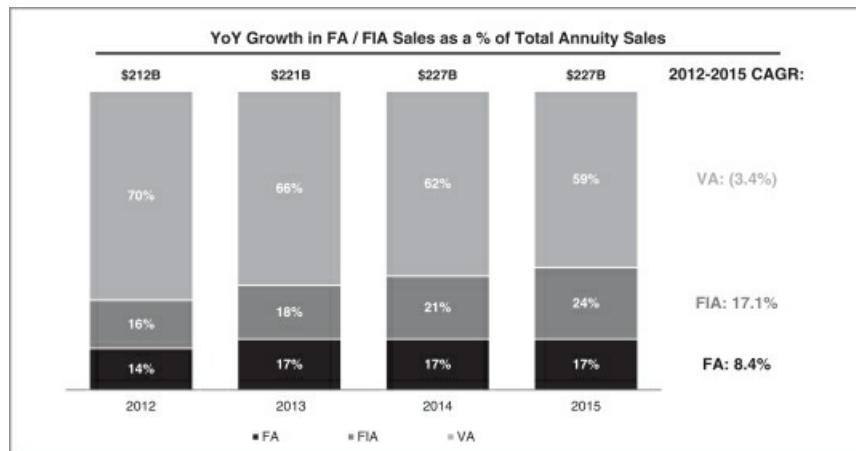
- **Increasing Demand for Tax-efficient Savings Products.** According to a 2015 report published by the Government Accountability Office, approximately 50% of individuals age 55 and older have no retirement savings. As a tool for addressing the unmet need for retirement planning, we believe that many Americans have begun to look to tax-efficient savings products with low-risk or guaranteed return features and potential equity market upside, particularly as federal, state and local marginal tax rates have increased. As a result, sales of FIAs increased by approximately 70% from 2010 to 2015 and FIAs as a percentage of total fixed annuities increased from 39% in 2010 to 53% in 2015 according to LIMRA. If interest rates rise, we expect to benefit from increased demand for our tax-efficient savings products as crediting and participation rates become more attractive on an absolute basis, and relative to alternative fixed income and savings vehicles such as CDs and corporate bonds.



Source: U.S. Individual Annuity Yearbook 2014 and 4Q 2015 LIMRA Secure Retirement Institute US Individual Annuity Sales Report.

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- Shift in Industry Product Mix.** In addition to prospects of overall market growth due to increases in demand for retirement products, the industry is also experiencing a shift in product mix as demand for variable annuities has been declining, while demand for fixed rate annuities and FIAs has been increasing. Between 2012 and 2015, variable annuities experienced a CAGR of (3.4%), while fixed rate annuities and FIAs experienced CAGRs of 8.4% and 17.1%, respectively. We believe this trend illustrates consumer preference for the relative predictability and safety of fixed rate annuities and FIAs over the volatility often experienced with variable annuities. Given that we focus on sourcing liabilities primarily comprised of fixed rate annuities and FIAs and do not actively source variable annuities, we believe that we stand to benefit from these shifts in industry product mix.



Source: Estimated based on sales reported to LIMRA from 2012 through 2015.

- Shift in the Competitive Environment.** Products with guarantees require superior asset and risk management expertise to balance policyholder security, regulatory demands and shareholder returns on equity. Since the financial crisis, many companies have placed their fixed annuity businesses in run-off and have sold substantial blocks to third parties including us. The current market and regulatory environment, including the newly-issued DOL regulations regarding fiduciary obligations of distributors of products to retirement accounts, which we expect to continue, could provide us additional sources of growth through reinsurance and/or acquisitions to the extent that competitors divest in-force blocks of business as a result of such environment. However, we have also seen and may in the future see additional competitors enter the market who could compete for such sources of growth.
- Increasing Asset Opportunities.** Regulatory changes in the wake of the financial crisis have made it less profitable for banks and other traditional lenders to hold certain illiquid and complex asset classes, notwithstanding the fact that these assets may have prudent credit characteristics. This market pullback has resulted in a supply-demand imbalance, which has created the opportunity for knowledgeable investors to acquire high-quality assets that offer attractive returns. As these institutions continue to comply with these new rules, we believe additional assets will become available which could be attractive for our business.
- Large Market Opportunity.** The distribution channels we have developed provide us access to large markets for our products. Increasing demand for tax-efficient retirement savings products suggests that these markets will remain robust while many companies are still hesitant to commit significant capital to these channels due to increasing regulation, capital requirements and the low interest rate environment. We believe these market dynamics will enable us to continue to profitably gain share in each of the markets on which we focus. For example, within the retail channel, according to LIMRA, for

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the six months ended June 30, 2016, we were the 12th largest company in sales of fixed annuities with a 2.8% market share and the 5th largest company in sales of fixed indexed annuities with a 5.0% market share. We believe we will benefit from both the growth in the overall market as the market expands to meet the increased demand for tax-efficient retirement savings products and from gains in our market share as we continue to build our capabilities, strengthen our relationships and enter new markets within our existing channels.

	<u>Retail & Flow Reinsurance</u>	<u>FABN</u>	<u>Total U.S. Pension Assets</u>
Market Size	\$ 125 billion ⁽¹⁾	\$17 billion ⁽²⁾	\$ 3.2 trillion ⁽³⁾

(1) Source: LIMRA – total annuity sales in 2015 via financial institution channels.

(2) Source: IFR Markets - trailing twelve months issuances as of June 30, 2016.

(3) Source: Federal Reserve Statistical Release, Q1 2016 – U.S. private defined benefit pension assets.

Competitive Strengths

We believe the following strengths will allow us to capitalize on the growth prospects for our business:

- **Ideal Platform to Capitalize on Positive Demographic and Market Trends.** We have designed our products to capitalize on the growing need for retirement savings solutions. Our products provide protection against market downturns and offer interest which compounds on a tax-deferred basis until funds are distributed. Many of our products also provide the potential to earn interest based on the performance of a market index. These features provide distinct advantages over traditional savings vehicles such as bank CDs and variable annuities. Despite a challenging interest rate environment, we have been able to profitably source \$1.8 billion of fixed annuity products through our retail channel in the first six months of 2016 by leveraging our product design capabilities, our investment acumen, which allows us to invest at appropriate investment margins, and our scalable operating platform. We offer prudent product features at attractive prices. If investment rates increase due to a rise in interest rates or widening credit spreads, we would be able to offer higher crediting rates, which we believe would generate additional demand for our products and therefore increased sales. Even in a long-term low rate environment, we believe our underwriting expertise and ability to find and compete in areas of the market that are rationally priced will allow us to maintain strong operating results. For example, in prior years, our retail operations have generally not competed aggressively in the guaranteed income rider segment as we historically believed that such riders were not priced within our pricing discipline. However, recently competitors have been issuing annuities with what we believe are more rationally-priced lifetime income benefit features. In the current environment, we believe that we can grow our retail sales by offering competitive guaranteed income rates while earning an attractive return.
- **Multiple Distribution Channels.** We have four dedicated distribution channels to capitalize on retirement services opportunities across market environments and grow our liabilities. Our key distribution channels are retail, reinsurance (including flow and block reinsurance), institutional products (focused on the sale of funding agreements) and acquisitions. We intend to maintain a presence within each of these distribution channels with the ability to underwrite liabilities. However, we do not have any market share targets across our organization, which we believe provides us flexibility to respond to changing market conditions in one or more channels and to opportunistically grow liabilities that generate our desired levels of profitability. In a rising interest rate environment, we believe we will be able to profitably increase the volume of our retail, flow reinsurance and institutional product sales and we believe we will see increased acquisition and block reinsurance opportunities in more challenging market environments. We are diligent in setting our return targets based on market conditions and risks inherent to our products offered and acquisitions or block reinsurance transactions. In general, we may accept lower returns on products which may provide more certain return characteristics, such as FABN, and we may require higher returns for products or transactions where there is more inherent risk in meeting our return targets, such as with acquisitions. If

market conditions or risks inherent to a product or transaction create return profiles that are not acceptable to us, we generally will not sacrifice our profitability merely to facilitate growth.

- **Superior and Unique Investment Capabilities.** We believe our relationships with AAM and Apollo provide access to superior and unique investment capabilities that allow us to invest a portion of our assets in securities that earn us incremental yield by taking liquidity risk and complexity risk, capitalizing on our long-dated and persistent liability profile to prudently achieve higher net investment earned rates, rather than assuming solely credit risk. Our investing capabilities support our ability to sell fixed annuities profitably and to price acquisitions competitively while meeting our return targets. Through AAM, we have access to more than 100 investment and operations professionals who are highly familiar with our business objectives and funding structure. This enables AAM to customize asset allocations and select investments for us that are most appropriate for our business. In addition, our strategic relationship with Apollo provides us with access to Apollo's broad credit and alternative investment platforms and allows us to leverage the scale, sourcing and investing capabilities, and infrastructure of an asset manager with more than \$186 billion of AUM, which includes approximately \$67.8 billion of our invested assets, each as of June 30, 2016. Apollo's global asset sourcing capabilities in a diverse array of asset classes provide AAM with the opportunity to capitalize on attractive investments for us.
- In each of our U.S. acquisitions, we have successfully reinvested our acquired investment portfolio with the objective of achieving higher returns than were achieved on such investments prior to the acquisition. For example, we have reinvested a substantial portion of the investment portfolio acquired in our acquisition of Aviva USA, which contributed to the increase in fixed income and other net investment earned rates on this block of business to 4.12% for the year ended December 31, 2015 from 3.50% (on an annualized basis) for the fourth quarter of 2013.
- Apollo and AAM work collaboratively to identify and quickly capitalize on opportunities in various asset classes. For example, we were an early investor in distressed non-agency RMBS during 2009 and 2010, prior to the strong recovery of that market in later years. By the end of 2010, we had acquired a portfolio of \$448 million (approximately 24% of our total invested assets at such time) of non-agency RMBS at discounts to par, well in advance of the significant price improvements in these investments.
- AAM selects investments and develops investment strategies prior to our purchase in accordance with our investment limits, and works in concert with our risk management team to stress-test the underwritten assets and asset classes under various negative scenarios. For the six months ended June 30, 2016 and the year ended December 31, 2015, our annualized OTTI as a percentage of our average invested assets was 6 basis points and 5 basis points, respectively.
- We also have access to expertise and capabilities to directly originate a wide range of asset classes through AAM and Apollo. Direct origination allows the selection of assets that meet our liability profile and the sourcing of better quality investments.
- **Efficient Corporate Platform to Support Profitability.** We have designed an efficient corporate platform to support our existing portfolio of \$68.3 billion of reserve liabilities. Over the 8.0 year weighted average life of our deferred annuities, we expect to generate an annual investment margin of 2-3%.

In addition, our corporate platform enables us to be highly scalable and to allow us to onboard incremental business without significant additional investment in infrastructure and with very little incremental fixed operating cost. As a result, we believe we should be able to convert a significant portion of incremental net investment income from additional invested assets and liabilities into operating income.

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- **Strength of Balance Sheet.** We believe the strength of our balance sheet provides confidence to our policyholders and business partners and positions us for continued growth. We presently hold over \$1 billion in excess capital and have no financial leverage. We maintain what we believe to be high capital ratios for our rating, with our top level insurance subsidiary, AADE, having a U.S. RBC ratio of 552% and ALRe having a BSCR of 323%, each as of December 31, 2015. To further reinforce our strong liquidity profile, we have access to a \$1 billion dollar revolving credit facility that is currently undrawn. Our invested assets comprise what we believe to be a highly rated and well diversified portfolio. As of June 30, 2016, approximately 93.8% of our AFS fixed maturity securities, including related parties, were rated NAIC 1 or NAIC 2. These assets are managed against prudently underwritten liabilities, which were, in each case, priced by us after the financial crisis.
- **Robust Risk Management.** We have established a comprehensive ERM framework and risk management controls throughout our organization, which are further supported by AAM's and Apollo's own risk management capabilities that are intended to help us maintain our continued financial strength. We manage our business, capital and liquidity profile with the objective of withstanding severe adverse shocks, such as the 2007-2008 financial crisis, while maintaining a meaningful buffer above regulatory minimums and above certain capital thresholds to meet our desired credit ratings. Risk management is embedded in all of our business decisions and processes, including acquisitions, asset purchases, product design and underwriting, liquidity and liability management. Certain of the key attributes of our risk management profile are:
 - We maintain a risk committee of the board of directors charged with the oversight of the development and implementation of systems and processes designed to identify, manage and mitigate reasonably foreseeable material risks and with the duty to assist our board of directors and our other board committees with fulfilling their oversight responsibilities for our risk management function.
 - We believe that we underwrite liabilities and manage new product development prudently. Further, we believe that our strong fixed annuity underwriting provides us with long-dated and persistent liabilities, which we believe are priced at desirable levels to enable us to achieve attractive, risk-adjusted returns.
 - We believe we have designed our ALM procedures to protect the Company, within limits, against significant changes in interest rates.
 - As of June 30, 2016, approximately 85% of our annuity products had surrender charges and 72% had MVAs, each of which provide stability to our reserve liabilities.
 - As of June 30, 2016, 27% of our invested assets were floating rate investments which would allow us the flexibility to quickly increase our crediting rates in a rising interest rate environment, if desired.
 - We believe that we maintain an appropriate amount of assets that could be quickly liquidated, if needed, and have an additional liquidity cushion through a \$1.0 billion revolving credit facility, which is undrawn as of the date hereof.
 - We believe we hold a high-quality portfolio, with approximately 93.8% of our AFS fixed maturity securities, including related parties, rated as NAIC 1 or NAIC 2 as of June 30, 2016 (with investments of our German operations rated by applying NRSRO equivalent ratings to map NAIC ratings).
 - AAM evaluates our structured securities at the time of acquisition using AAM's proprietary credit models.
 - Even during periods of moderate economic stress, based on our modeled estimates, we maintain what we believe to be an appropriate amount of liquidity to invest in opportunities as they arise.

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- **Highly Experienced Management Team with Demonstrable Track Record.** Our highly successful, entrepreneurial senior management team has extensive experience in building companies, insurance operations, and investment management. We have assembled a management team of individuals who bring strong capabilities and experience to each facet of running our company. We are led by three well known and well respected industry executives with an average of 30 years of experience. James R. Belardi, our Chairman and founder, spent the majority of his career as the President of SunAmerica Life Insurance Company and Chief Investment Officer of AIG Retirement Services, Inc. William J. Wheeler, our President, served as President of the Americas Group and Chief Financial Officer at MetLife Inc. prior to joining our company, and Martin P. Klein, our Chief Financial Officer, was previously Chief Financial Officer of Genworth Financial, Inc. Our management team oversees the Company's activities and its day-to-day management, including through various committees designed to manage our strategic initiatives, risk appetite and investment portfolio. See "Management—Corporate Governance—Management Committees."

Growth Strategy

The key components of our growth strategy are as follows:

- **Continue Organic Growth by Expanding Our Distribution Channels.** We plan to grow organically by expanding our retail, reinsurance and institutional product distribution channels. We believe that we have the right people, infrastructure and scale to position us for continued growth. We aim to grow our retail channel in the United States by deepening our relationships with our approximately 60 IMOs and approximately 29,000 independent agents. Our strong financial position and capital efficient products allow us to be a dependable partner with IMOs and consistently write new business. We work with our IMOs to develop customized, and at times exclusive, products that help drive sales.

We expect our retail channel to continue to benefit from the ratings upgrade in 2015, our improving credit profile and recent product launches. We believe this should support growth in sales at our desired cost of crediting through increased volumes via current IMOs and access to new distribution channels, including small to mid-sized banks and regional broker-dealers. We are implementing the necessary technology platform, hiring and training a specialized sales force, and have created products to capture new potential distribution opportunities.

Our reinsurance channel also benefited from the 2015 ratings upgrade. We target reinsurance business consistent with our preferred liability characteristics, and as such, reinsurance provides another opportunistic channel for us to source long-term liabilities with attractive crediting rates. For the six months ended June 30, 2016, we generated deposits through our flow reinsurance channel of \$2.2 billion, while for the full year of 2015, we generated deposits of \$1.1 billion, up from \$167 million in 2013. We expect to grow this channel further as we continue to add new partners, some of which prefer to do business with higher rated counterparties such as us.

In addition, after having sold our first funding agreement under our FABN program in 2015, we expect to grow our institutional products channel over time. Lastly, we are in the process of developing our capabilities to undertake pension risk transfer transactions.

- **Pursue Attractive Acquisitions.** We plan to continue leveraging our expertise in sourcing and evaluating transactions to grow our business profitably. From our founding through June 30, 2016, we have grown to \$69.9 billion in invested assets and \$68.3 billion in reserve liabilities, primarily through acquisitions and block reinsurance transactions. We believe that our demonstrated ability to successfully consummate complex transactions, as well as our relationship with Apollo, provide us with distinct advantages relative to other acquirers and reinsurance companies. Furthermore, our business has achieved sufficient scale to provide meaningful operational synergies for the businesses and blocks of business that we acquire. Consequently, we believe we are often sought out by companies looking to transact in the acquisitions and block reinsurance markets.

- **Expand Our Product Offering and International Presence.** Our efforts to date have focused on developing and sourcing retirement savings products and we are continuing such efforts by expanding our retail product offerings. On April 11, 2016, we launched our largest new retail product initiative, whereby we: (1) enhanced our most popular accumulation product, “Performance Elite,” with two new indices, (2) announced a new MYGA product designed for the bank and broker-dealer channel and (3) introduced an income-focused product, “Ascent Pro.” With the introduction of our new MYGA product and Ascent Pro, our retail channel is now competing in a much broader segment of the overall retirement market. For the six months ended September 30, 2016, new MYGA sales in the IMO and financial institution channels were \$456 million and Ascent Pro sales were \$1.0 billion. See “Business—Products.”

Additionally, while our organic growth initiatives and acquisitions have largely been focused on opportunities in the United States, our recent acquisition of DLD has demonstrated the geographic scalability of our strategy and our ability to capitalize quickly on international market environments as well. Due to Solvency II, which became effective in 2016, many players in various international insurance markets are retrenching to core products, a reaction similar to that of U.S.-based insurers during the financial crisis. We believe this retrenching has created an opportunity for us to expand internationally primarily through reinsurance. In particular, we believe that ALRe, as a Bermuda-based reinsurer, is well-positioned to expand our reinsurance activities in Europe as a result of Bermuda’s achievement of equivalency under Solvency II. See “—Regulation—Germany—Solvency II.”

Recently, we have also been developing our capabilities to undertake pension risk transfer transactions. Pension risk transfer transactions usually involve the issuance of a group annuity contract, typically through a separate account, in exchange for the transfer of pension liabilities from a terminating defined benefit plan. U.S. pension liabilities total approximately \$3 trillion with an estimated \$1 trillion of liabilities that may become available for closeout, with approximately \$15 to \$20 billion of expected annual closeout activity over the next several years. Typically, each year, there are various small transactions in which a single insurer takes all of the pension liabilities of a company, and a few “jumbo” transactions in which the liabilities of one or more large plan or affiliated plans may be shared among multiple annuity writers to enable the plan fiduciaries to diversify their risk. We are focused on the latter category through which: (i) we believe we can achieve significant growth while engaging in fewer transactions; (ii) the risk is shared with the largest of the industry participants; and (iii) our marginal costs are lower. We believe that we can leverage our sourcing expertise to underwrite these transactions and maintain our focus on writing profitable new business.

- **Leverage Our Unique Relationship with Apollo and AAM.** We intend to continue leveraging our unique relationship with Apollo and AAM to source high-quality assets with attractive risk-adjusted returns. Apollo’s global scale and reach provide us with broad market access across environments and geographies and allow us to actively source assets that exhibit our preferred risk and return characteristics. For instance, through our relationship with Apollo and AAM, we have indirectly invested in companies including MidCap and AmeriHome. In 2013, Apollo presented us with an opportunity to fund the acquisition of MidCap, a middle-market lender focused on asset-backed loans, leveraged loans, real estate, rediscount loans and venture loans. Our equity investment in MidCap provides us with an alternative investment that meets the key characteristics we look for including an attractive risk-return profile. Our equity investment in MidCap is held indirectly through an investment fund, Co-Invest VII, of which MidCap constituted 99% of the investments of such fund. Co-Invest VII returned an annualized net investment earned rate of 7.93% and 15.98% for the six months ended June 30, 2016 and for the year ended December 31, 2015, respectively. As of June 30, 2016, our equity investment and loans to Midcap were valued at \$490 million and \$237 million, respectively.

Similarly, in 2013, AAM proposed that Athene and an Apollo co-investor fund and launch AmeriHome, a mortgage lender and servicer with expertise in mortgage industry fundamentals that we believe are key to operating a successful and sustainable mortgage lender/servicer. Like our investment in MidCap, our equity investment in AmeriHome meets the key characteristics we look for in an

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alternative investment. Our equity investment in AmeriHome is held indirectly through an investment fund, A-A Mortgage, and AmeriHome is currently A-A Mortgage's only investment. Abiding by its core principles, AmeriHome has grown profitably, with A-A Mortgage returning an annualized net investment earned rate of 10.23% and 14.05% for the six months ended June 30, 2016 and for the year ended December 31, 2015, respectively. As of June 30, 2016, our equity investment in A-A Mortgage was valued at \$347 million.

- **Dynamic Approach to Asset Allocation during Market Dislocations.** As we have done successfully in the past, we plan to fully capitalize on future market dislocations to opportunistically reposition our portfolio to capture incremental yield. For example, during 2009-2010, we reinvested a significant portion of our portfolio into RMBS. Additionally, regulatory changes in the wake of the financial crisis have made it more expensive for banks and other traditional lenders to hold certain illiquid and complex assets, notwithstanding the fact that these assets may have prudent credit characteristics. This change in demand has provided opportunities for investors to acquire high-quality assets that offer attractive returns. For example, we see emerging opportunities as banks retreat from direct mortgage lending, structured and asset-backed products, and middle-market commercial loans. We intend to maintain a flexible approach to asset allocation, which will allow us to act quickly on similar opportunities that may arise in the future across a wide variety of asset types.
- **Maintain Risk Management Discipline.** Our risk management strategy is to proactively manage our exposure to risks associated with interest rate duration, credit risk and structural complexity of our invested assets. We address interest rate duration and liquidity risks through managing the duration of the liabilities we source with the assets we acquire, and through ALM modeling. We assess credit risk by modeling our liquidity and capital under a range of stress scenarios. We manage the risks related to the structural complexity of our invested assets through AAM's modeling efforts. The goal of our risk management discipline is to be able to continue growth and to achieve profitable results across various market environments.

Products

We principally offer two product lines: annuities and funding agreements. Our primary product line is annuities and includes fixed deferred and immediate annuities. We sell funding agreements to institutional investors and investors in our FABN program. Descriptions of each of these product lines are below.

The following summarizes our total premiums and deposits comprised of all products deposits, which generally are not included in revenues on the consolidated statements of income, and premiums collected. Premiums and deposits by product, including those assumed through reinsurance and net of those ceded through reinsurance, are as follows for the periods presented below (dollars in millions):

	Six months ended June 30,		Years ended December 31,		
	2016	2015	2015	2014	2013
Annuities					
Fixed indexed annuities	\$ 1,949	\$ 1,454	\$ 2,808	\$ 2,560	\$ 1,148
Fixed rate annuities	2,146	361	883	323	362
Payout annuities	66	121	219	195	93
Total annuities products	4,161	1,936	3,910	3,078	1,603
Funding agreements	—	—	250	—	—
Life and other (excluding German products)	22	35	72	83	(1,159)
German products	102	—	81	—	—
Total premiums and deposits, net of ceded	\$ 4,285	\$ 1,971	\$ 4,313	\$ 3,161	\$ 444

Reserve liabilities represents our policyholder liability obligations, including liabilities assumed through reinsurance and net of liabilities ceded through reinsurance, and therefore does not correspond to interest

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sensitive contract liabilities, future policy benefits, dividends payable to policyholders and other policy claims and benefits as disclosed on our consolidated balance sheets. Reserve liabilities includes the reserves related to assumed modified coinsurance and funds withheld agreements in order to appropriately match the costs incurred in the consolidated statements of income with the liabilities. Reserve liabilities is net of the ceded liabilities to third-party reinsurers as the costs of the liabilities are passed to such reinsurers and therefore we have no net economic exposure to such liabilities, assuming our reinsurance counterparties perform under our agreements. The majority of our ceded reinsurance is a result of reinsuring large blocks of life business following acquisitions. The following summarizes our reserve liabilities by product for the periods presented below (dollars in millions):

	June 30,		December 31,			
	2016		2015		2014	
Fixed indexed annuities	\$ 40,790	59.7%	\$ 39,594	60.7%	\$ 39,470	65.8%
Fixed rate annuities	12,590	18.4%	10,882	16.7%	11,330	18.9%
Payout annuities	5,586	8.2%	5,708	8.7%	6,073	10.1%
Funding agreements	1,224	1.8%	1,451	2.2%	1,381	2.3%
Life and other (excluding German products)	2,299	3.4%	2,094	3.2%	1,770	2.9%
German products	5,846	8.5%	5,542	8.5%	—	— %
Total reserve liabilities	<u>\$ 68,335</u>	<u>100.0%</u>	<u>\$ 65,271</u>	<u>100.0%</u>	<u>\$ 60,024</u>	<u>100.0%</u>

Annuities

We offer deferred and immediate annuities, which are focused on meeting the needs and objectives of people preparing for, approaching or living in retirement. The combination of financial strength, innovative product design and an effective sales strategy enables us to compete successfully in the market and meet the evolving needs of the rapidly growing population of retirees.

Fixed Indexed Annuities

The majority of our reserve liabilities are FIAs. An FIA is a type of insurance contract in which the policyholder makes one or more premium deposits which earn interest at a crediting rate based on a specified market index on a tax deferred basis and is entitled to receive periodic or lump sum payments a specified number of years after the contract has been issued. FIAs allow policyholders the possibility of earning such interest without risk to principal, unless the contract is surrendered during a surrender charge period. A market index tracks the performance of a specific group of stocks or other assets representing a particular segment of the market, or in some cases, an entire market. Our FIAs include a provision for a minimum guaranteed surrender value calculated in accordance with applicable law, as well as death benefits as required by non-forfeiture regulations. We generally buy options on the indices to which the FIAs are tied to hedge the associated market risk. The cost of the option is priced into the overall economics of the product as an option budget.

The value to the policyholder of an FIA contract is equal to the sum of premiums paid, premium bonuses, if any, and index credits based on the change in the relevant market index, subject to a cap (a maximum rate that may be credited), spread (a credited rate determined by deducting a specific rate from the index return) and/or a participation rate (a credited rate equal to a percentage of the index return), less any fees for riders. Caps on our FIA products generally range from 2% to 5% when measured annually and 0.5% to 2% when measured monthly. Participation rates generally range from 25% to 100% of the performance of the applicable market index. Caps, spreads and participation rates can typically be reset no more frequently than annually, and in some instances no more frequently than every two to four years, at the relevant U.S. insurance subsidiary's discretion, subject to stated policy minimums. Certain riders provide a variety of benefits, such as lifetime income or additional liquidity, for a set charge. As this charge is fixed, the policyholder may lose principal if the index credits received do not exceed the amount of such charge.

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Income from FIAs is generated from our investment margin, which is based on the difference between income earned on the investments supporting the liabilities and the interest credited to customers, and fees received for riders. For the six months ended June 30, 2016, retail sales of FIA products were \$1.6 billion and flow reinsurance of FIA products was \$302 million. According to sales information from participating members of LIMRA, for the six months ended June 30, 2016, we were the 5th largest FIA provider in the United States based on retail FIA sales. For the year ended December 31, 2015, retail sales of FIA products were \$2.4 billion and flow reinsurance of FIA products was \$298 million. According to sales information from participating members of LIMRA, for the year ended December 31, 2015, we were the 6th largest FIA provider in the United States based on retail FIA sales and according to information from participating members of LIMRA, as of December 31, 2015, we were the 3rd largest FIA provider based on fixed indexed deferred annuity assets (exclusive of reinsurance).

Fixed Rate Annuities

Fixed rate annuities include annual reset annuities and MYGAs. Unlike FIAs, fixed rate annuities earn interest at a set rate (or declared crediting rate), rather than a rate that may vary based on an index. Fixed rate annual reset annuities have a crediting rate that is guaranteed for one year. After such period, we have the ability to change the crediting rate once annually to any rate at or above a guaranteed minimum rate at our discretion. MYGAs are similar to annual reset annuities except that the initial crediting rate is guaranteed for a specified number of years, rather than just one year, before it may be changed at our discretion. On April 11, 2016, we introduced our first MYGA product designed for the financial institutions channel. For the six months ended June 30, 2016, we had retail sales of \$3 million of annual reset annuities and \$203 million of MYGAs, as well as flow reinsurance of \$1.9 billion of MYGAs. For the year ended December 31, 2015, we had retail sales of \$14 million of annual reset annuities and \$14 million of MYGAs as well as flow reinsurance of \$830 million of MYGAs. As of June 30, 2016, crediting rates on outstanding annual reset annuities ranged from 1% to 6% and crediting rates on outstanding MYGAs ranged from 1% to 6%. As of June 30, 2016, 57% of our fixed rate annuities were set at the guaranteed minimum crediting rate.

Retirement Services cost of crediting on deferred annuities for the six months ended June 30, 2016 and the year ended December 31, 2015 was 1.97% and 1.92%, respectively.

Payout Annuities

Payout annuities primarily consist of single premium immediate annuities (“SPIAs”), supplemental contracts and structured settlements. Payout annuities provide a series of periodic payments for a fixed period of time or for the life of the policyholder, based upon the policyholder’s election at the time of issuance. The amounts, frequency and length of time of the payments are fixed at the outset of the annuity contract. SPIAs are often purchased by persons at or near retirement age who desire a steady stream of payments over a future period of years. Supplemental contracts are typically created upon the conversion of a death claim or the annuitization of a deferred annuity. Structured settlements generally relate to legal settlements.

Income Riders to Fixed Annuity Products

Many of our in-force deferred annuities are issued with riders that provide GLWB. Riders providing GLWB features are sometimes referred to as income riders and permit policyholders to elect to receive guaranteed payments for life from their contract without having to annuitize their policies, which provides policyholders with greater flexibility in the future. Income riders, particularly on FIAs, have become very popular among policyholders. LIMRA estimates that 60% of FIA premium for the six months ended June 30, 2016 included an income rider.

We broadly characterize the income riders on our deferred annuities as either guaranteed or participating. Guaranteed income riders provide policyholders with a guaranteed lifetime withdrawal amount that is determined

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based upon the age of the policyholder when the policy is purchased and the age of the policyholder when he or she elects lifetime income. Participating income riders tend to have lower levels of guaranteed income but policyholders have the opportunity to receive greater levels of income if the policies' indexed crediting strategies perform well.

Our in-force block of deferred annuities contains policies with income riders that were sourced through both retail operations and acquisitions, such as the acquisition of a substantial block of policies having such riders in connection with the Aviva USA acquisition. With respect to our retail operations, we have generally not competed aggressively in the guaranteed income rider segment as we historically believed that such riders were not priced within our pricing discipline. However, recently competitors have been issuing annuities with what we believe are more rationally-priced lifetime income benefit features. In the current environment, we believe that we can grow our retail sales by offering competitive guaranteed income rates while earning an attractive spread, and on April 11, 2016, we introduced "Ascent Pro," offering policyholders the option to select a guaranteed income rider. We continually monitor market rationality for opportunities to grow our business, including in the area of guaranteed income riders, taking into account what we believe to be optimal product and product feature mix.

Withdrawal Options for Deferred Annuities

After the first year following the issuance of a deferred annuity, the policyholder is typically permitted to make withdrawals up to 5% or 10% (depending on the contract) of the prior year's value without a surrender charge or MVA, subject to certain limitations. Withdrawals in excess of the allowable amounts are assessed a surrender charge and MVA if such withdrawals are made during the surrender charge period of the policy. For the six months ended June 30, 2016 and the full year ended December 31, 2015, withdrawals on our deferred annuities were \$2.0 billion and \$4.4 billion, respectively. The surrender charge of most of our products is typically between 9% and 15% of the contract value at contract inception and generally decreases by approximately one percentage point per year during the surrender charge period. The surrender charge period of our most popular products ranges from 8 to 15 years, although we expect to issue more products with surrender charge periods ranging from 3 to 7 years as we begin distributing our products through financial institutions. The average surrender charge (excluding the impact of MVAs) is 7.6% for our deferred annuities as of June 30, 2016.

The following table summarizes our deferred annuity account values by level of surrender charge protection as of June 30, 2016 (dollars in millions):

Years of Surrender Charges Remaining	Account Value	Percent of Total	Average Surrender Charge Percent
No surrender charge	\$ 7,663	14.9%	N/A
>0 to less than 2	5,107	9.9%	4.9%
2 to less than 4	12,000	23.2%	7.2%
4 to less than 6	12,197	23.6%	9.0%
6 to less than 8	7,023	13.6%	10.4%
8 to less than 10	4,535	8.8%	11.8%
10 to less than 12	2,372	4.6%	14.1%
12 or greater	743	1.4%	14.5%

At maturity, the policyholder may elect to receive proceeds in the form of a single payment or an annuity. If the annuity option is selected, the policyholder will receive a series of payments either over his or her lifetime or over a fixed number of years, depending upon the terms of the contract. Some contracts permit annuitization prior to maturity. In addition to the foregoing rights, a policyholder may also elect to purchase a guaranteed minimum withdrawal benefit rider which provides the policyholder with a guaranteed minimum withdrawal benefit for the life of the contract.

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Funding Agreements

We focus on opportunistically issuing funding agreements to institutional investors at attractive prices. Funding agreements are negotiated privately between an investor and an insurance company. They are designed to provide an agreement holder with a guaranteed return of principal and periodic interest payments, while offering competitive yields and predictable returns. The interest rate can be fixed or floating. If the interest rate is a floating rate, it may be linked to LIBOR, the federal funds rate or other major index.

Life and Other (excluding German Products)

Life and other products include other retail products, including run-off or ceded business, statutory closed blocks and ceded life insurance.

German Products

Our German products include the annuity, life insurance and unit-linked products managed by the German Group Companies. Our primary German product type is endowment policies, which are traditional German life insurance policies that include legally guaranteed interest, the right of policyholders to participate in certain portions of ALV's results and a death benefit. The legally guaranteed interest rate is reset annually and ranges from 1.75% to 4.00%. The policyholder makes one or more premium deposits and is entitled to receive periodic or lump sum payments. These policies include a provision for minimum guaranteed surrender value calculated in accordance with applicable law, as well as death benefits. In addition, AD manages unit-linked life insurance policies, in which premium deposits are invested in fund units specified by the policyholder, and which includes a death benefit the value of which is tied to the performance of the fund units in which the premium deposits are invested. AD also manages pension insurance and disability insurance.

Distribution Channels

We have developed four dedicated distribution channels – retail, reinsurance (including flow and block reinsurance), institutional products and acquisitions – which support opportunistic origination across differing market environments and which we believe enable us to achieve stable asset growth while maintaining attractive returns.

Retail

We have built a scalable platform that allows us to originate and rapidly grow our business in fixed annuity products directly from our customers in spite of today's low-rate environment. We have developed a suite of retirement savings products, distributed through our network of approximately 29,000 independent agents in all 50 states. Sales of fixed annuities were \$1.8 billion and \$1.3 billion for the six months ended June 30, 2016 and 2015, respectively, and \$2.5 billion, \$2.5 billion and \$1.3 billion for the years ended December 31, 2015, 2014 and 2013, respectively. We expect that our upgrade to a financial strength rating of A- by each of S&P, Fitch and A.M. Best in 2015 will continue to allow us to increase our share with existing IMOs and enter into relationships with regional banks, broker-dealers and other financial institutions, resulting in a potential increase in annual sales at an attractive cost of crediting. We are focused in every aspect of our retail channel on providing high quality products and service to our policyholders and maintaining appropriate financial protection over the life of their policies.

Reinsurance

Reinsurance is an arrangement under which an insurance company, the "reinsurer," agrees to indemnify another insurance company, the "ceding company" or "cedent," for all or a portion of the insurance risks underwritten by the ceding company. Reinsurance is designed to (1) reduce the net amount at risk on individual

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risks, thereby enabling the ceding company to increase the volume of business it can underwrite, as well as increase the maximum risk it can underwrite on a single risk, (2) stabilize operating results by leveling fluctuations in the ceding company's loss experience, (3) assist the ceding company in meeting applicable regulatory requirements and (4) enhance the ceding company's financial strength and surplus position. As mentioned above, reinsurance can also be used to acquire or sell blocks of business. In general, annuity reinsurance is executed in the form of a flow transaction or a block transaction.

We conduct the majority of our reinsurance transactions through our subsidiary, ALRe. Founded on June 9, 2009, ALRe is licensed as a Class E insurer carrying on long-term business in Bermuda – one of the largest reinsurance markets in the world by reserves, with a regulatory regime deemed equivalent to the EU's Solvency II for commercial insurers – as a Class E long-term insurer and is regulated by the BMA. As a fixed annuity reinsurer, ALRe partners with life and annuity insurance companies to develop solutions to their capital requirements, enhance their presence in the retirement market and improve their financial results. The specific liabilities ALRe targets to reinsure include MYGAs, FIAs, traditional one year guarantee fixed deferred annuities, immediate annuities and institutional products. ALRe only targets business consistent with our preferred liability characteristics, and as such, reinsurance provides another opportunistic channel for us to source long-term liabilities with attractive crediting rates. For various transaction-related reasons, from time to time, our U.S. insurance subsidiaries, in particular AADE, will reinsure business from third-party ceding companies and retrocede a portion of the reinsured business to ALRe. Our flow reinsurance channel generated deposits of approximately \$2.2 billion and \$435 million for the six months ended June 30, 2016 and 2015, respectively, and approximately \$1.1 billion, \$349 million and \$167 million for the years ended December 31, 2015, 2014 and 2013, respectively.

ALRe has been involved in reinsurance and retrocession transactions with 16 third-party cedents. Since inception through June 30, 2016, deposits from such transactions totaled approximately \$9.5 billion, inclusive of third-party cedent business that flows through AADE, split between block transactions of \$3.6 billion and flow business of \$5.9 billion. As of June 30, 2016, ALRe had on-going flow reinsurance agreements with five third-party cedents, each of which is rated A- or better, for 80% of such cedents' new deposits on certain products, including both MYGAs and FIAs. Effective June 1, 2016, ALRe entered into a flow reinsurance agreement with a sixth third-party cedent. We expect to start reinsuring new deposits under this reinsurance agreement in the fourth quarter of 2016. ALRe was first rated by A.M. Best, Fitch and S&P in early 2015, which we believe is helpful in establishing reinsurance relationships with third-party cedents.

In our reinsurance transactions, as opposed to acquisitions, we acquire assets and liabilities associated with a certain book of business, as opposed to the assets or stock of a target company, which allows us to acquire only that portion of the target's business that we wish to acquire without assuming additional liabilities.

Institutional Products—FABN

We participate in a FABN program, which is a medium term note program under which funding agreements are issued to a special-purpose trust that issues marketable notes. The proceeds of the issuance of a series of notes are used by the trust to acquire a funding agreement with matching interest and maturity payment terms from AADE. The notes are underwritten and marketed by major investment banks' broker-dealer operations and are sold to institutional investors. On October 23, 2015, we issued our first funding agreement under the FABN program in the aggregate principal amount of \$250 million. The funding agreement matures in October 2018.

AAIA is a member of FHLBDM and Athene Life Insurance Company ("ALIC") is a member of FHLBI. Each issued funding agreements to the relevant FHLB in exchange for cash advances in an aggregate amount of \$836 million outstanding, with respect to AAIA, and \$60 million outstanding, with respect to ALIC, each as of June 30, 2016. We have decided to wind down the ALIC entity. In connection with that decision, we decided to withdraw our membership in the FHLBI. See "Description of Certain Indebtedness."

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Institutional Products—Pension Risk Transfer

We are in the process of developing our capabilities to undertake pension risk transfer transactions. Pension risk transfer transactions usually involve a single premium group annuity contract issued for the purpose of discharging certain pension plan liabilities. Our planned pension risk transfer annuities are nonparticipating contracts. The assets supporting the guaranteed benefits for each contract will typically be held in a separate account. We will fully guarantee all benefit payments as provided for in the group annuity contract. The group annuity benefits may be purchased for retired and terminated employees or employees covered under terminating or ongoing pension plans. Both immediate and deferred annuities may be purchased by a single premium at issue. There are generally no cash surrender rights, with some exceptions including certain contracts that include liabilities for cash balance pension plans. Under U.S. GAAP, these annuity contracts are treated as general account products. We are focused on bidding on large transactions where the pension risk of one or more large plan or affiliated plans is split with other large annuity writers. We believe this may allow us to achieve significant growth by engaging in fewer transactions with lower marginal costs. To date, we have not completed a pension risk transfer transaction.

Acquisitions

Acquisitions are an important source of growth in our business. We have a proven ability to acquire businesses in complex transactions at terms favorable to us, manage the liabilities that we acquire and reinvest the associated assets. Through June 30, 2016, we have closed four acquisition transactions in the United States, Liberty Life, Investors Insurance Corporation, Presidential Life Corporation and Aviva USA, and one international acquisition, DLD, collectively representing reserve liabilities backed by approximately \$65.9 billion in total assets (net of \$9.3 billion in assets ceded through reinsurance).

The acquisition of Aviva USA marked a significant milestone in our history. As a result of the acquisition we grew to approximately four times our size immediately prior to the acquisition (as measured by total assets). The acquisition significantly enhanced our retail channel, increased our scale, improved our infrastructure and further demonstrated our integration abilities, in this case having successfully integrated a company with a significantly larger employee headcount and IT and operational footprint.

In October 2015, we acquired the German life insurance business of Delta Lloyd N.V., an Amsterdam-based financial services provider. The German life insurance businesses acquired have been in run-off since the beginning of 2010 by action of the predecessor owner. Accordingly, our German insurance subsidiaries do not write new life insurance business, except for a limited number of new co-insurance policies, and all distribution partner contracts have been terminated.

We plan to continue leveraging our expertise in sourcing and evaluating transactions to profitably grow our business. We believe that our demonstrated ability to source transactions, consummate complex transactions and reinvest assets into higher yielding investments as well as our relationship with Apollo provides us with distinct advantages relative to other acquirers.

In general, we seek to reinsure or otherwise dispose of those portions of the target company's business that we do not wish to retain, if any. Our largest dispositions of such businesses are described below.

Global Atlantic

As part of our acquisition of Aviva USA, we effectuated a sale of substantially all of Aviva USA's life insurance business by reinsuring such business to affiliates of Global Atlantic. A description of the transactions is as follows:

- We entered into a 100% coinsurance and assumption agreement with Accordia. The agreement covers all open block life insurance business issued by AAIA, with the exception of enhanced guarantee universal life insurance products. Under the terms of the agreement, Accordia is obligated to maintain a custody

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account with an agreed-upon required statutory balance. As of June 30, 2016, Accordia was obligated to maintain \$2.7 billion in the custody account, and as of such date, assets in excess of such amount were maintained in the custody account. The agreement provides separate excess of loss coverage for policy liabilities of AAIA related to the former AmerUs Closed Block that are also subject to existing reinsurance through Athene Re IV, a captive reinsurer that is a subsidiary of AAIA. As of June 30, 2016, outstanding obligations ceded pursuant to this arrangement which remained un novated amounted to \$2.7 billion in statutory reserves. We have no continuing contractual obligations with respect to policies that have been novated.

- We entered into a 100% coinsurance agreement with Accordia to cede all policy liabilities for the closed block established in connection with the demutualization of Indiana Life Insurance Company (“ILICO”), which had been previously acquired by Aviva USA. The ILICO closed block consists primarily of participating whole life insurance policies. Effective December 1, 2015, Accordia retroceded substantially all of the policy liabilities for the ILICO closed block to Ameritas Life Insurance Corp. (“Ameritas”). Under the terms of the retrocession agreement, Ameritas is required to maintain a trust account with a required statutory balance set forth in the retrocession agreement. As of June 30, 2016, Ameritas was obligated to maintain \$722 million in the trust account, and as of such date, assets in excess of such amount were maintained in the trust account. AAIA is permitted to withdraw funds from the trust account under certain circumstances. As of June 30, 2016, outstanding obligations ceded pursuant to this arrangement amounted to \$754 million in statutory reserves.
- We entered into the following coinsurance and funds withheld agreements with FAFLIC to cede substantially all policy liabilities for the below described life insurance policies issued by Aviva USA’s New York entity, ALACNY.
 - ALICNY (formerly ALACNY) entered into a 100% funds withheld coinsurance agreement with FAFLIC covering certain term and universal life policies which have reserves that are subject to financing arrangements. Under the terms of the agreement, ALICNY is obligated to maintain a funds withheld account with an agreed-upon statutory balance that, as of June 30, 2016, approximated \$224 million.
 - ALICNY entered into a 100% coinsurance agreement with FAFLIC covering certain term and universal life policies which have reserves that are not subject to financing arrangements. Under the terms of the agreement, FAFLIC is obligated to maintain a trust account with an agreed-upon required statutory balance that, as of June 30, 2016, approximated \$324 million. As of such date, assets in excess of such amount were maintained in the trust account.
 - ALICNY entered into a 100% coinsurance and assumption agreement with FAFLIC covering substantially all of ALICNY’s in-force life business that is not ceded pursuant to the agreements described in the preceding two paragraphs. Under the terms of the agreement, FAFLIC is obligated to maintain a trust account with an agreed-upon required statutory balance that, as of June 30, 2016, approximated \$13 million. As of such date, assets in excess of such amount were maintained in the trust account.
 - As of June 30, 2016, outstanding obligations ceded pursuant to the three FAFLIC reinsurance agreements discussed above approximated \$1.0 billion in statutory reserves.

We continue to have the primary legal obligation to satisfy claims and obligations relating to those policies not novated to Accordia or FAFLIC. As a consequence, if Accordia or FAFLIC were unable to satisfy its reinsurance obligations on such life policies, we would be responsible for satisfying those contractual obligations reinsured by Accordia or FAFLIC, respectively. We do not maintain a security interest in the custody account discussed above, and therefore in the event of an Accordia insolvency, the assets of the custody account may be available to satisfy the claims of Accordia’s general creditors. In addition, in the event of an Accordia insolvency, our claims against Accordia would be subordinated to those of its policyholders. As of June 30, 2016, each of Accordia and FAFLIC was rated A- by A.M. Best.

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Protective

On April 29, 2011, AADE ceded substantially all of its life and health business to Protective under a coinsurance agreement. As part of this transaction, we transferred assets backing reserves and miscellaneous other liabilities on the life and health business. The reserve assets were placed in a trust account maintained by Protective for our benefit to secure the obligations of the reinsurer of the acquired business. As of June 30, 2016, the statutory book value of assets in this trust was approximately \$1.5 billion and the outstanding obligations ceded pursuant to the arrangement amounted to \$1.5 billion. In the event that Protective is unable to satisfy its reinsurance obligations with respect to the policies ceded and the trust assets prove insufficient to satisfy the resulting obligations, we would have the primary legal obligation to satisfy such deficiency. In the event of a Protective insolvency, our claim against Protective would be subordinated to those of its policyholders. As of June 30, 2016, Protective was rated A+ by A.M. Best.

Investment Management

Investment activities are an integral part of our business and our net investment income is a significant component of our total revenues. Our investment philosophy in the United States is to invest a portion of our assets in securities that earn us incremental yield by taking liquidity risk and complexity risk and capitalizing on our long-dated and persistent liability profile to prudently achieve higher net investment earned rates, rather than assuming solely credit risk. We have established a significant base of earnings and as of June 30, 2016 have an expected annual investment margin of 2-3% over the 8.0 year weighted-average life of our deferred annuities, which make up a substantial portion of our reserve liabilities. Because we have remained disciplined in underwriting attractively priced liabilities, we have the ability to invest in a broad range of high quality assets to generate attractive earnings.

Our differentiated investment strategy benefits from our strategic relationship with Apollo and its indirect subsidiary, AAM. AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services, including investment compliance, tax, legal and risk management support. AAM provides portfolio management services for substantially all of our invested assets (excluding our German invested assets) and currently provides direct asset selection for approximately 82% of our investment portfolio (excluding Germany). The remaining 18% is outsourced to Apollo and its affiliates to access additional sourcing and underwriting capabilities. Substantially all of the assets subject to a sub-advisory arrangement are sub-advised by Apollo affiliates. AAM allocates portions of our asset portfolio to sub-advisors to manage based on market opportunities. AAM also provides a slate of other asset and portfolio management services to us.

Through our relationship with Apollo, AAM has identified unique investment opportunities for us. AAM's knowledge of our funding structure and regulatory requirements allows it to design bespoke strategies and investments for our portfolio. For example, we hold a significant investment in MidCap through a consolidated investment fund managed by Apollo, together with loans made directly to MidCap. When we originally invested in MidCap Financial in November 2013, MidCap Financial was a specialty finance company which primarily originated lending opportunities in the healthcare sector. With the assistance of Apollo, MidCap Financial entered new lending markets, raised substantial equity capital and restructured as MidCap in January 2015. MidCap represents a unique investment in an origination platform made available to us through our relationship with Apollo and, from time to time, provides us with access to assets for our investment portfolio. As of June 30, 2016, our exposure, including loaned amounts, to MidCap and its predecessor entities approximated \$727 million, which represented approximately 1.0% of our total invested assets and 11.3% of total AHL shareholders' equity. As of June 30, 2016, the value of our equity investment in MidCap had increased by 21.6% since our original investment in November 2013.

We are downside focused and our asset allocations reflect the results of stress testing. Additionally, we establish what we believe are conservative risk thresholds which in turn define risk tolerance across a wide range

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of factors, including credit risk, liquidity risk, concentration risk and caps on specific asset classes. We protect against rising interest rates, as our assets are generally slightly shorter in effective duration than our liabilities, resulting in a risk profile that we believe could sustain substantial increases in rates over and above what is implied by current futures markets without sustaining net losses. See “—Hedging Program and Derivatives.” As of June 30, 2016, 27% of our invested assets were floating rate investments which would allow us the flexibility to quickly increase our crediting rates in a rising interest rate environment, if desired.

As a result of our robust combination of underwriting and investment management capabilities, we are able to achieve investment margins that provide attractive risk-adjusted returns and that provide us with a base of future earnings. We generated net investment income of \$1.4 billion and \$1.2 billion for the six months ended June 30, 2016 and 2015, respectively, and \$2.5 billion, \$2.3 billion and \$1.1 billion for the years ended December 31, 2015, 2014 and 2013, respectively. We generated consolidated net investment earned rates of 4.13% and 4.17% for the six months ended June 30, 2016 and 2015, respectively, and 4.24%, 4.29% and 6.66% for the years ended December 31, 2015, 2014 and 2013, respectively. We believe that achieving an investment margin of 2-3% would maintain our attractive financial profile and is achievable given our underwriting and asset management capabilities. Moreover, our investing capabilities support our ability to sell fixed annuities profitably and to competitively price acquisitions while meeting our earnings expectations.

The deep experience of the AAM investment team and Apollo’s credit portfolio managers assists us in sourcing and underwriting complex asset classes. AAM has selected a diverse array of corporate bonds and more structured, but highly rated asset classes. We also maintain holdings in floating rate and less rate-sensitive investments, including CLOs, non-agency RMBS and various types of structured products. In addition to our core fixed income portfolio, we opportunistically allocate 5-10% of our portfolio to alternative investments where we primarily focus on fixed income-like, cash flow-based investments. Our alternative investment strategy is inherently opportunistic rather than being derived from allocating a fixed percentage of assets to the asset class and the strategy is subject to internal concentration limits. Individual alternative investments are selected based on the investment’s risk-reward profile, incremental effect on diversification and potential for attractive returns due to sector and/or market dislocations. We have a strong preference for alternative investments that have the following characteristics, among others: (i) investments that constitute a direct investment or an investment in a fund with a high degree of co-investment; (ii) investments with debt-like characteristics (for example, a stipulated maturity and par value), or alternatively, investments with reduced volatility when compared to pure equity; and (iii) investments that have less downside risk.

As of June 30, 2016, approximately 93.8% of our AFS fixed maturity securities, including related parties, were rated NAIC 1 or NAIC 2 (with investments of our German operations rated by applying NRSRO equivalent ratings to map NAIC ratings).

Our asset portfolio is managed within the limits and constraints set forth in our Investment and Credit Risk Policy. Under this policy, we set limits on investments in our portfolio by asset class, such as corporate bonds, emerging markets securities, municipal bonds, non-agency RMBS, CMBS, CLOs, commercial mortgage whole loans and mezzanine loans and alternative investments. We also set credit risk limits for exposure to a single issuer that vary based on ratings. In addition, our asset portfolio is constrained by its scenario-based capital ratio limit and its stressed liquidity limit.

As part of our reinvestment strategy for the investment portfolios of our acquired companies, we generally seek to reinvest assets at yields higher than the related assets being liquidated for reinvestment. We have reinvested a substantial portion of the investment portfolio acquired in our acquisition of Aviva USA, which contributed to the increase in fixed income and other net investment earned rates on this block of business to 4.12% for the year ended December 31, 2015 from 3.50% (on an annualized basis) for the fourth quarter of 2013.

In Germany, our wholly owned subsidiary, ADKG, provides investment management services to our other German Group Companies. ADKG entered into an investment advisory agreement with AAME pursuant to which AAME provides advisory services for a significant portion of our German investment portfolio.

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Reserves

We establish and carry actuarially-determined reserves that are calculated to meet our future obligations, which require us to make certain assumptions regarding expenses, investment yields, mortality, morbidity and persistency, with a provision for adverse deviation as appropriate, each as of the date of issue or acquisition. The assumptions used require considerable judgment. We review overall policyholder experience at least annually and update these assumptions when deemed necessary based on additional information that becomes available. For immediate annuity products, assumptions used in the reserve calculation can only be changed if the reserve is deemed to be insufficient. For all other insurance products, current assumptions are used in the calculation of reserves. For FIAs, the aggregate initial liability is equal to the deposit received plus a bonus, if applicable, and is split into a host component and an embedded derivative component. Thereafter, the host contract accretion rate is updated each quarter so that the present value of actual and expected guaranteed cash flows is equal to the initial host value and the embedded derivative liability is recognized at fair value, with the change in fair value recorded in interest sensitive contract benefits in our consolidated statements of income. Changes in, or deviations from, the assumptions used to set our reserves can significantly affect our reserve levels and related results of operations. See “Risk Factors—Risks Relating to Our Business—Our business, financial condition, liquidity, results of operations and cash flows depend on the accuracy of our management’s assumptions and estimates, and we could face significant losses if these assumptions and estimates differ significantly from actual results.”

Persistency is the probability that a policy will remain in force from one period to the next. We make assumptions about persistency based on expected policyholder behavior in future periods, including full and partial contract surrenders. Policyholder behavior is influenced by a number of factors including, but not limited to, recent and current performance of the policy, contractual guarantees contained within the policy, availability of alternative products and general economic conditions.

A surrender rate is the percentage of account value surrendered by the policyholder. A lapse rate is the percentage of account value canceled by us due to nonpayment of premiums or surrender of the policy. Our surrender rate experience on our FIA products for the six months ended June 30, 2016 and the year ended December 31, 2015 was within our assumed ranges. Our estimate of surrender behavior is based on assumptions reflecting actual experience and we believe that, over the duration of the policies, we may experience a wide range of policyholder behavior and market conditions.

Mortality is the incidence of death among policyholders triggering the payment of underlying insurance benefits by the insurer. In addition, mortality also refers to the ceasing of payments on life-contingent annuities due to the death of the annuitant. We utilize a combination of actual and industry experience when setting our mortality assumptions.

We also set reserves for the guaranteed minimum benefits for some of our products. The assumptions used to establish the liabilities for our product guarantees require considerable judgment. At issue, and at each subsequent valuation, we determine the present value of the cost of guaranteed minimum benefits contained in our policies in excess of benefits that are funded by the account value. We also calculate the expected value of the future cost of providing these benefits. In making these projections, a number of assumptions are made and we update these assumptions as experience emerges, when required. We have limited experience to date on policyholder behavior for our guaranteed minimum benefit products which our acquirees began issuing in 2006, and as a result, future experience could lead to significant changes in our assumptions. If emerging experience deviates from our assumptions on utilizations of these benefits, such deviations could have a significant effect on our reserve levels and related results of operations. We periodically review these assumptions and, if necessary, update them based on additional information that becomes available. Changes in or deviations from the assumptions used can significantly affect our reserve levels and related results of operations.

To the extent actual experience differs from assumptions and estimates used to establish reserves, we may be required to increase or decrease our reserves to reflect changes in our expectations. Any such increase could

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cause a material increase in our liabilities and a reduction in our profitability, including operating losses and a reduction of capital.

Outsourcing

With regard to our U.S. business, we outsource some portion or all of each of the following functions to third-party service providers:

- hosting of financial systems;
- service of existing policies;
- custody;
- some information technology development and maintenance; and
- call centers.

We closely manage our outsourcing partners and integrate their services into our operations. We believe that outsourcing such functions allows us to focus capital and our employees on our core business operations and perform differentiating functions, such as actuarial, product development and risk management functions. In addition, we believe an outsourcing model provides predictable pricing, service levels and volume capabilities and allows us to benefit from technological developments that enhance our customer self-service and sales processes that we would not otherwise be able to take advantage of without reinvesting more of our own capital.

The majority of our new business and policy administration is handled in-house. For some closed in-force blocks of business we partner with Alliance – One Services, Inc., Concentrix Insurance Administrative Solutions Corporation and Infosys McCamish Systems, LLC to provide policy administration services. For information technology services, we utilize some providers for managed services or supplemental labor, including Tata Consulting Services Limited and UST Global Inc., and utilize Hewlett Packard Company for data center, infrastructure and related services. For investment management services, we utilize AAM, AAME and Apollo. See “—Investment Management” and “—Competitive Strengths—Superior and Unique Investment Capabilities.” We believe that we have a good relationship with our principal outsource service providers.

Affiliated Reinsurance

Our U.S. insurance subsidiaries participate in reinsurance arrangements pursuant to which each cedes certain insurance risks to ALRe. ALRe is a fully licensed, operational and fully equity capitalized reinsurance company with third-party clients. Our U.S. insurance subsidiaries have entered into modified coinsurance agreements with ALRe under which they cede to ALRe a 100% quota share of their respective obligations to repay the principal upon maturity or earlier termination and to make periodic interest payments under funding agreements issued by them. Our U.S. insurance subsidiaries have similar arrangements with ALRe with respect to substantially all of their other core business, under which generally 80% of all such business is ceded to ALRe on a modified coinsurance basis. To support these internal reinsurance arrangements, ALRe holds the substantial majority of our capital with \$5.7 billion of statutory capital as of December 31, 2015. ALRe had a BSCR of 323% as of December 31, 2015.

Hedging Program and Derivatives

We use, and may continue to use, derivatives, including swaps, options, futures and forward contracts and reinsurance contracts to hedge risks such as current or future changes in the fair value of our assets and liabilities, current or future changes in cash flows, changes in interest rates, equity markets, currency fluctuations and changes in longevity. In particular, we purchase options and equity futures to hedge the market risk exposure inherent in our FIA products, which have crediting rates tied to certain market indices. Our hedging program is focused on hedging our economic risk exposures and reducing the variation in our realized investment margin.

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We use a combination of equity options, equity index futures, and variance, interest rate, and currency swaps to hedge the risks from the equity derivatives embedded in our FIAs. Through the use of our hedging strategy, we are able to minimize the net impact on capital and surplus of market variations affecting our embedded derivatives.

In addition to hedging the risks from embedded derivatives, we also use currency swaps and futures to hedge mismatches between the currency of our liability cash flows and our assets. Although cash-flow matching and ALM analyses are employed to manage our interest rate and funding exposures, we may also use interest rate derivatives to ensure that our net economic interest rate exposure is within our risk tolerances.

Despite utilizing sophisticated risk management tools and strategies in selecting assets as well as hedges, we remain subject to the risk that our hedging strategies may not have the desired impact on the results of operations or financial condition due to inaccuracy of management's assumptions or estimates or to the transaction costs or execution risk associated with those strategies. See "Risk Factors—Risks Relating to Our Business—Our business, financial condition, liquidity, results of operations and cash flows depend on the accuracy of our management's assumptions and estimates, and we could face significant losses if these assumptions and estimates differ significantly from actual results" and "Risk Factors—Risks Relating to Insurance and Other Regulatory Matters—Changes in the laws and regulations governing the insurance industry or otherwise applicable to our business, including the newly-issued DOL fiduciary regulation, may have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects."

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Financial Strength Ratings

Our access to funding and our related cost of borrowing, the attractiveness of certain of our subsidiaries' products to customers, our attractiveness as a reinsurer to potential ceding companies and requirements for derivatives collateral posting are affected by our credit ratings and insurance financial strength ratings, as well as those of our subsidiaries, which are periodically reviewed by the rating agencies. Financial strength ratings and credit ratings are important factors affecting consumer confidence in an insurer and its competitive position in marketing products as well as critical factors considered by ceding companies in selecting a reinsurer.

As of June 30, 2016, Fitch, S&P and A.M. Best had issued credit ratings, financial strength ratings and/or outlook statements regarding us, as listed below. Credit ratings represent the opinions of rating agencies regarding an entity's ability to repay its indebtedness. Financial strength ratings represent the opinions of rating agencies regarding the financial ability of an insurer or reinsurer to meet its obligations under an insurance policy or reinsurance arrangement and generally involve quantitative and qualitative evaluations by rating agencies of a company's financial condition and operating performance. Generally, rating agencies base their financial strength ratings upon information furnished to them by the company and upon their own investigations, studies and assumptions. Financial strength ratings are based upon factors of concern to policyholders, agents, intermediaries and ceding companies and are not directed toward the protection of investors. Credit and financial strength ratings are not recommendations to buy, sell or hold securities and they may be revised or revoked at any time at the sole discretion of the rating organization.

Company	A.M. Best	S&P	Fitch
Athene Holding Ltd.			
Issuer Credit Rating/Counterparty Credit Rating/Issuer Default Rating	bbb-	BBB	BBB
Outlook	Positive	Stable	Stable
Athene Life Re Ltd.			
Financial Strength Rating	A-	A-	A-
Outlook	Positive	Stable	Stable
Athene Annuity & Life Assurance Company			
Financial Strength Rating	A-	A-	A-
Outlook	Positive	Stable	Stable
Athene Annuity & Life Assurance Company of New York			
Financial Strength Rating	A-	A-	A-
Outlook	Positive	Stable	Stable
Athene Annuity and Life Company			
Financial Strength Rating	A-	A-	A-
Outlook	Positive	Stable	Stable
Athene Life Insurance Company of New York			
Financial Strength Rating	A-	Not Rated	Not Rated
Outlook	Positive	Not Rated	Not Rated

Rating Agency	Financial Strength Rating Scale	Senior Unsecured Notes Credit Rating Scale
A.M. Best(1)	"A++" to "S"	"aaa" to "rs"
S&P(2)	"AAA" to "R"	"AAA" to "D"
Fitch(3)	"AAA" to "C"	"AAA" to "D"

- (1) A.M. Best's financial strength rating is an independent opinion of an insurer's or reinsurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. The analysis may include comparisons to peers, industry standards and proprietary benchmarks as well as assessments of operating plans, philosophy, management, risk appetite and the implicit or explicit support of

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a parent or affiliate. A.M. Best's long-term credit ratings reflect its assessment of the ability of an obligor to pay interest and principal in accordance with the terms of the obligation. Ratings from "aa" to "ccc" may be enhanced with a "+" (plus) or "-" (minus) to indicate whether credit quality is near the top or bottom of a category. A.M. Best's short-term credit rating is an opinion as to the ability of the rated entity to meet its senior financial commitments on obligations maturing in generally less than one year.

- (2) S&P's insurer financial strength rating is a forward-looking opinion about the financial security characteristics of an insurance organization with respect to its ability to pay under its insurance policies and contracts in accordance with their terms. Generic rating categories range from "AAA" to "D." A "+" or "-" indicates relative strength within a generic category. An S&P credit rating is an assessment of default risk, but may incorporate an assessment of relative seniority or ultimate recovery in the event of default. Short-term issuer credit ratings reflect the obligor's creditworthiness over a short-term time horizon.
- (3) Fitch's financial strength ratings provide an assessment of the financial strength of an insurance organization. The National Insurer Financial Strength Rating is assigned to the insurance company's policyholder obligations, including assumed reinsurance obligations and policyholder obligations, such as guaranteed investment contracts. Within long-term and short-term ratings, a "+" or a "-" may be appended to a rating to denote relative status within major rating categories.

In addition to the financial strength ratings, rating agencies use an "outlook statement" to indicate a medium or long-term trend which, if continued, may lead to a rating change. A positive outlook indicates a rating may be raised and a negative outlook indicates a rating may be lowered. A stable outlook is assigned when ratings are not likely to be changed. Outlooks should not be confused with expected stability of the issuer's financial or economic performance. A rating may have a "stable" outlook to indicate that the rating is not expected to change, but a "stable" outlook does not preclude a rating agency from changing a rating at any time without notice.

A.M. Best, Fitch and S&P review their ratings of insurance companies from time to time. There can be no assurance that any particular rating will continue for any given period of time or that it will not be changed or withdrawn entirely if, in their judgment, circumstances so warrant. While the degree to which ratings adjustments will affect sales and persistency is unknown, we believe if our ratings were to be negatively adjusted for any reason, we could experience a material decline in the sales of our products and the persistency of our existing business. See "Risk Factors—Risks Relating to Our Business—A financial strength rating downgrade, potential downgrade or any other negative action by a rating agency could make our product offerings less attractive, inhibit our ability to acquire future business through acquisitions or reinsurance and increase our cost of capital, which could have a material adverse effect on our business," and "Risk Factors—Risks Relating to Our Business—The amount of statutory capital that our insurance and reinsurance subsidiaries have can vary significantly from time to time and is sensitive to a number of factors outside of our control."

Competition

We operate in highly competitive markets. We face a variety of large and small industry participants, including diversified financial institutions and insurance and reinsurance companies. These companies compete in one form or another for the growing pool of retirement assets driven by a number of external factors such as the continued aging of the population and the reduction in safety nets provided by governments and private employers. In many segments, product differentiation is difficult as product development and life cycles have shortened. In addition, we have experienced pressure on fees as product unbundling and lower cost alternatives have emerged. As a result, scale and the ability to provide value-added services and build long-term relationships are important factors to compete effectively. See "Risk Factors—Risks Relating to Our Business—We operate in a highly competitive industry that includes a number of competitors, many of which are larger and more well-known than we are, which could limit our ability to achieve our growth strategies and could materially and adversely affect our business, financial condition, results of operations, cash flows and prospects." We believe that our leading presence in the retirement market, diverse range of capabilities and broad distribution network uniquely position us to effectively serve consumers' increasing demand for retirement solutions, particularly in the FIA market.

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We face competition in the FIA market from traditional insurance carriers such as Allianz Life Insurance Company of North America (“Allianz”) and American Equity Investment Life Insurance Company (“AEL”). Principal competitive factors for FIAs are initial crediting rates, reputation for renewal crediting action, product features, brand recognition, customer service, cost, distribution capabilities and financial strength ratings of the provider. Competition may affect, among other matters, both business growth and the pricing of our products and services. According to LIMRA, for the six months ended June 30, 2016, the leading two providers of FIAs were Allianz and AEL with market shares of 18.3% and 10.1%, respectively. The aggregate market share of the top ten providers of FIAs for the same period was 65.8%. For the six months ended June 30, 2016, we were the 5th largest FIA provider in the United States based on retail FIA sales, and our market share for the same period was 5.0%. According to LIMRA, for the year ended December 31, 2015, the leading two providers of FIAs were Allianz and AEL with market shares of 16.0% and 12.5%, respectively. The aggregate market share of the top ten providers of FIAs for the same period was 66.0%. For the year ended December 31, 2015, we were the 6th largest FIA provider in the United States based on retail FIA sales, and our market share for the same period was 4.5%.

Reinsurance markets are highly competitive, as well as cyclical by product and market. As a reinsurer, ALRe competes on the basis of many factors, including, among other things, financial strength, pricing and other terms and conditions of reinsurance agreements, reputation, service and experience in the types of business underwritten. The market impact of these and other factors related to reinsurance is generally not consistent across lines of business, domestic and international geographical areas and distribution channels. ALRe’s competition includes other insurance and reinsurance companies, such as Reinsurance Group of America, Incorporated, Global Atlantic, Resolution Life, Inc. and Protective.

We also face competition in the market for acquisition targets, such as profitable blocks of insurance and whole businesses. Such competition is likely to intensify as insurance businesses become more attractive acquisition targets for both other insurance companies and financial and other institutions and as the already substantial consolidation in the financial services industry continues. We believe that our demonstrated ability to source and consummate complex transactions is a competitive advantage over other similar acquirers. We also compete for potential acquisition opportunities based on a number of factors including perceived financial strength, brand recognition, reputation and the pricing we are able to offer, which, to the extent we determine to finance a transaction, is in turn dependent on our ability to do so on suitable terms.

Employees

As of June 30, 2016, we had approximately 1,310 employees located in Bermuda, Germany and the United States. We believe that our employee relations are good. Whereas none of our employees located in Bermuda or the United States are subject to collective bargaining agreements and we are not aware of any current efforts to implement such agreements, one of our German Group Companies, ALV, is a member of the employers’ association of insurance companies in Germany (*Arbeitgeberverband der Versicherungsunternehmen in Deutschland e.V.*). As such, ALV is required to apply the collective bargaining agreements entered into with the association and the relevant trade union to those employees that are members of the trade union. In addition, each of the German Group Companies applies these collective bargaining agreements based on individual agreements to most of the non-unionized staff as well. As of June 30, 2016, approximately 200 employees of our German Group Companies were directly or indirectly subject to such agreements. The collective bargaining agreements are for an indefinite term and apply as long as the relevant German Group Company is a member of the employers’ association. There are also joint local employee representative bodies for the German operations, such as works councils and an economics committee, which have statutory co-determination, information and participation rights in accordance with German laws. The German Group Companies are required to apply and comply with various collective agreements with these local employee representations, such as works agreements. Two employee representatives are members of the supervisory board of our principal German life insurance carrier, ALV.

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Properties

We own our headquarters for U.S. operations, which is located in West Des Moines, IA. We lease our head office for Bermuda operations, which is located in Pembroke, Bermuda, and we lease our office for our German operations, which is located in Wiesbaden, Germany. We believe that for the foreseeable future our West Des Moines, Bermuda and German properties will be sufficient for us to conduct our current operations.

Legal Proceedings

We are subject to litigation arising in the ordinary course of our business, including litigation principally relating to our FIA business. We cannot assure you that our insurance coverage will be adequate to cover all liabilities arising out of such claims. We are not engaged in any legal proceeding that we believe will be material to our business, financial condition, results of operations or cash flows. Certain significant legal proceedings to which we are currently a party are detailed below. In addition, from time to time, in the ordinary course of business and like others in the insurance and financial services industries, we receive requests for information from government agencies in connection with such agencies' regulatory or investigatory authority. Such requests can include financial or market conduct examinations, subpoenas or demand letters for documents to assist the government in audits or investigations. We and each of our U.S. insurance subsidiaries review such requests and notices and take appropriate action. We have been subject to certain requests for information and investigations in the past and could be subject to them in the future.

Tax Treatment of FIA Hedges

The IRS has completed its examinations of the 2006 through 2010 Aviva USA tax years. Aviva USA agreed to all adjustments that were proposed with respect to those tax years with two exceptions: (1) AAIA's treatment of call options used to hedge FIA liabilities for the tax years 2008–2010, and (2) the disallowance of offsetting tax deductions taken by AAIA and taxable income reported by the non-life subgroup with respect to unpaid IMO commissions. The first adjustment to which Aviva USA did not agree would disallow deductions of \$191 million, \$154 million and \$76 million for 2008, 2009 and 2010, respectively. The second adjustment to which Aviva USA did not agree would increase non-life net operating losses and decrease AAIA net operating losses by \$16 million in each of 2009 and 2010. Taxes, penalties and interest with respect to these two issues for the years under audit are potentially subject to indemnification by Aviva plc under the Stock Purchase Agreement (the "SPA") between Aviva plc and AHL, dated December 21, 2012 assuming the SPA requirements are satisfied. Athene USA has been unable to negotiate a favorable settlement of this issue with the IRS, and has reserved its right to contest the adjustment in federal court. If the IRS position is upheld in federal court, Athene USA expects that it would owe tax of \$120 million, plus interest, for tax years ending on or before the October 2, 2013 closing date of the SPA, which are subject to indemnification by Aviva plc as described above. The treatment of FIA hedges is a recurring issue as to the timing of the related deductions and could affect the current income tax incurred in periods after October 2, 2013, which are not subject to indemnification by Aviva plc. Given that the disallowance of a deduction in one period results in an increased deduction in a future period, AHL does not expect that there will be any material impact to its financial condition resulting from this issue.

Dispute Regarding COLI Investment

In 2000 and 2001, two insurance companies which were subsequently merged into AAIA purchased from American General Life Insurance Company ("American General") broad based variable corporate-owned life insurance ("COLI") policies that, as of June 30, 2016, had an asset value of approximately \$319 million. In January 2012, the COLI policy administrator delivered to AAIA a supplement to the existing COLI policies and advised that American General and ZC Resource Investment Trust ("ZC Trust") had unilaterally implemented changes set forth in the supplement that if effective, would: (i) potentially negatively impact the crediting rate for the policies and (ii) change the exit and surrender protocols set forth in the policies. In March 2013, AAIA filed suit against American General, ZC Trust and ZC Resource LLC in Chancery Court in Delaware, seeking, among

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other relief, a declaration that the changes set forth in the supplement were ineffectual and in breach of the parties' agreement. The parties filed cross motions for judgment as a matter of law, and the court granted defendants' motion and dismissed without prejudice on ripeness grounds. The issue that negatively impacts the crediting rate for one of the COLI policies has been triggered and we will pursue further adjudication. If the supplement is ultimately deemed to be effective, the purported changes to the policies could impair AAILA's ability to access the value of guarantees associated with the policies. The value of the guarantees included within the asset value reflected above are \$153 million as of June 30, 2016.

Hudson Litigation

On June 12, 2015, a putative class action complaint was filed in the United States District Court, Northern District of California against us. The complaint, which is similar to complaints recently filed against other large insurance companies, primarily alleges that captive reinsurance and other transactions had the effect of misrepresenting the financial condition of AAILA. The complaint purports to be brought on behalf of a class of purchasers of annuity products issued by AAILA between 2007 and the present. There are also various allegations related to the purchase of Aviva USA and concerning entry into a modified coinsurance transaction with ALRe in October 2013. The suit asserts claims of violation of the Racketeer Influenced and Corrupt Organizations Act and seeks compensatory damages, trebled, in an amount to be determined, costs and attorneys' fees. On March 25, 2016, the matter was transferred to the United States District Court, Southern District of Iowa. On May 25, 2016, the court granted plaintiff's motion to file an amended complaint dropping plaintiff Silva and defendant Aviva plc. We moved to dismiss that complaint on June 30, 2016 and the motion was fully briefed as of September 8, 2016, and the parties are waiting for a hearing date. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation and are seeking dismissal of the complaint.

Griffiths Litigation

On July 27, 2015, a putative class action complaint was filed in the United States District Court, District of Massachusetts against us. An amended complaint was filed on December 18, 2015. The complaint alleges a putative class action on behalf of all persons who are the beneficial owners of assets which were used to purchase structured settlement annuities that Aviva London Assignment Corporation, Aviva Life Insurance Company and CGU International Insurance, plc (the "Aviva Entities") or their predecessors, as applicable, delivered to purchasers on or after April 1, 2003. The complaint alleges that the Aviva Entities sold structured settlement annuities to the public on the basis that such products were backed by a capital maintenance agreement by CGU International Insurance, plc, which was alleged as a source of great financial strength. The complaint further alleges that the Aviva Entities used this capital maintenance agreement to enhance the sales volume and raise the price of the annuities. The complaint claims that, as a result of Aviva USA's sale to AHL, the capital maintenance agreement terminated. According to the complaint, no notice was provided to the owners of the structured settlement annuities and the termination of the capital maintenance agreement constituted a breach of contract and the plaintiffs further assert other causes of action. AHL is a named defendant due to its purchase of Aviva USA, and AAILA and Athene London Assignment are named as successors to Aviva Life Insurance Company and Aviva London Assignment Corporation, respectively. The defendants have answered and are engaged in the discovery process. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation.

Regulation

Our U.S. insurance subsidiaries are licensed to transact insurance business in, and are subject to regulation and supervision by, all 50 states of the United States. Our German Group Companies licensed as insurers are subject to the relevant laws and regulations applicable to insurers in Germany, including but not limited to the Germany Insurance Supervisory Act (Versicherungsaufsichtsgesetz, "VAG"), and ALRe, a Bermuda domiciled insurer, is subject to regulation and supervision by the BMA and compliance with all applicable Bermuda law and Bermuda insurance statutes and regulations, including but not limited to the Bermuda Insurance Act. Our U.S. insurance subsidiaries are licensed, regulated and supervised in all jurisdictions where they conduct insurance business. The extent of such regulation varies, however, most jurisdictions have regulations and laws

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that require insurers and agents to be licensed and set standards of solvency and business conduct to be maintained by the insurer. Additionally, state statutes and regulations often require state approval of policy forms, policy language, rates and in some instances, marketing materials. Most states' statutes and regulations prescribe permitted types and concentrations of investments. Our U.S. insurance subsidiaries are required to file detailed annual financial statements with supervisory agencies in each of the jurisdictions in which they transact an insurance business.

From time to time, in the ordinary course of business and like others in the insurance and financial services industries, our U.S. insurance subsidiaries receive requests for information from government agencies in connection with such agencies' regulatory or investigatory authority. Such requests can include market conduct examinations, subpoenas or demand letters for documents to assist the government in audits or investigations. Each such subsidiary reviews such requests and notices and takes appropriate action. Our U.S. insurance subsidiaries have been subject to certain requests for information and investigations in the past and could be subject to them in the future.

United States

General

Each of our U.S. insurance subsidiaries is organized and domiciled in one of the Athene Domiciliary States and is also licensed in such state as an insurer. The insurance department of each Athene Domiciliary State regulates the applicable U.S. insurance subsidiary, and each U.S. insurance subsidiary is regulated by each of the insurance regulators in the other states where such company is authorized to transact insurance business. The primary purpose of such regulatory supervision is to protect policyholders rather than holders of any securities, such as the AHL common shares.

In addition, as part of our acquisition of Aviva USA, we acquired a special purpose insurance company, Athene Re IV, which is a subsidiary of AAIA. Athene Re IV is domiciled in Vermont and provides reinsurance to AAIA in order to facilitate the reserve financing associated with a closed block of policies resulting from the demutualization of a prior insurance company currently part of AAIA. As part of the acquisition of AAIA, the liabilities associated with such closed block of insurance policies, including any exposure to payments due from such special purpose insurance company subsidiary, were reinsured to Accordia. We do not write business that requires the use of captive reinsurers. The substantial majority of all policyholder obligations written or held by our insurance subsidiaries are reinsured to ALRe, a fully licensed, operational and fully equity capitalized reinsurance company with third-party clients. For more information on our reinsurance structures, see “—Affiliated Reinsurance” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.”

Generally, insurance products underwritten by our U.S. insurance subsidiaries must be approved by the insurance regulators in each state in which they are sold. Those products are also substantially affected by federal and state tax laws. For example, changes in tax law could reduce or eliminate the tax-deferred accumulation of interest credited on the premiums paid by the holders of annuities and life insurance products, which could make such products less attractive to potential purchasers. A shift away from annuity products could reduce the investment income that our U.S. insurance subsidiaries earn on premiums or deposits received from the sale of such products, as well as the assets upon which our U.S. insurance subsidiaries earn income. In addition, certain insurance policies may also be subject to ERISA.

State insurance authorities have broad administrative powers over our U.S. insurance subsidiaries with respect to all aspects of their insurance business including: (1) licensing to transact business; (2) licensing of producers; (3) prescribing which assets and liabilities are to be considered in determining statutory surplus; (4) regulating premium rates for certain insurance products; (5) approving policy forms and certain related materials; (6) determining whether a reasonable basis exists as to the suitability of the annuity purchase recommendations

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producers make; (7) regulating unfair trade and claims practices; (8) establishing reserve requirements, solvency standards and MCR; (9) regulating the amount of dividends that may be paid in any year; (10) regulating the availability of reinsurance or other substitute financing solutions, the terms thereof and the ability of an insurer to take credit on its financial statements for insurance ceded to reinsurers or other substitute financing solutions; (11) fixing maximum interest rates on life insurance policy loans, minimum crediting rates on accumulation products and minimum allowable surrender values; (12) regulating the type, amounts and valuations of investments permitted; (13) setting parameters for transactions with affiliates; and (14) regulating other matters.

The rates, forms, terms and conditions of our U.S. insurance subsidiaries' reinsurance agreements with unaffiliated third parties generally are not directly subject to regulation by any state insurance department in the United States. This contrasts with primary insurance where, as discussed above, the policy forms and premium rates are generally regulated by state insurance departments.

From time to time, increased scrutiny has been placed upon the U.S. insurance regulatory framework, and a number of state legislatures have considered or enacted legislative measures that alter, and in many cases increase, state authority to regulate insurance and reinsurance companies. In addition to legislative initiatives of this type, the NAIC and state insurance regulators are regularly involved in a process of reexamining existing laws and regulations and their application to insurance and reinsurance companies.

Furthermore, while the federal government in most contexts currently does not directly regulate the insurance business, federal legislation and administrative policies in a number of areas, such as employee benefits regulation, age, sex and disability-based discrimination, financial services regulation and federal taxation, can significantly affect the insurance business. It is not possible to predict the future impact of changing regulation on the operations of Athene. See "Risk Factors—Risks Relating to Insurance and Other Regulatory Matters."

NAIC

The NAIC is an organization, the mandate of which is to benefit state insurance regulatory authorities and consumers by promulgating model insurance laws and regulations for adoption by the states. The NAIC also provides standardized insurance industry accounting and reporting guidance through the NAIC Accounting Manual. However, model insurance laws and regulations are only effective when adopted by the states, and statutory accounting and reporting principles continue to be established by individual state laws, regulations and permitted practices. Changes to the NAIC Accounting Manual or modifications by the various state insurance departments may affect the statutory capital and surplus of our U.S. insurance subsidiaries. AHL has entered into capital maintenance agreements with each of its material U.S. insurance subsidiaries, pursuant to which AHL agrees to provide capital to the subsidiary to the extent that the capital of the subsidiary falls below a specified threshold as set with the applicable subsidiary's domestic regulator.

Some of the NAIC pronouncements, particularly as they affect accounting issues, take effect automatically in the various states without affirmative action by the states. Statutes, regulations and interpretations may be applied with retroactive impact, particularly in areas such as accounting and reserve requirements. Also, regulatory actions with prospective impact can potentially have a significant impact on currently sold products. The NAIC continues to work to reform state regulation in various areas, including comprehensive reforms relating to life insurance reserves.

Pursuant to its "Solvency Modernization Initiative," the NAIC reviewed the U.S. financial regulatory system and all aspects of financial regulation affecting insurance companies. Though broad in scope, the Solvency Modernization Initiative focused on: (1) capital requirements; (2) corporate governance and risk management; (3) group supervision; (4) statutory accounting and financial reporting; and (5) reinsurance. This initiative has resulted in the recent adoption by the NAIC of the Own Risk and Solvency Assessment ("ORSA") Model Act, which has been enacted by a number of states, including Delaware, Iowa and New York, and requires

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insurance companies to assess the adequacy of their and their group's risk management and current and future solvency position. Under the ORSA Model Act, certain insurers must undertake an internal risk management review no less often than annually (but also at any time when there are significant changes to the risk profile of the insurer or its insurance group), in accordance with the NAIC's ORSA Guidance Manual, and prepare an ORSA Report assessing the adequacy of the insurer's risk management and capital in light of its current and future business plans. The ORSA Report is required to be filed with a company's lead state regulator and made available to other domiciliary regulators within the holding company system. As of June 30, 2016, we were in compliance with all ORSA Report filing requirements.

In December 2012, the NAIC approved a new valuation manual containing a principle-based approach to life insurance company reserves. Principle-based reserving is designed to tailor the reserving process to specific products in an effort to create a principle-based modeling approach to reserving rather than the factor-based approach historically employed. Pursuant to the NAIC's Standard Valuation Law ("SVL"), a minimum of 42 states representing at least 76% of total life insurance premiums written in the United States must pass legislation substantially similar to the SVL for the SVL to become operative as an NAIC model law. Currently, 46 states representing 85.7% of total life insurance premiums written in the United States have passed principle-based reserving legislation which has been deemed to be substantially similar to the SVL, meaning that the SVL is now operative, and principle-based reserving will become effective on January 1, 2017. Delaware and Iowa have each adopted a form of the SVL. New York is expected to adopt a form of the SVL in January 2018.

In November 2014, the NAIC adopted the Corporate Governance Annual Disclosure Model Act and Model Regulation (together, the "Corporate Governance Model Act"), which requires an insurer to provide an annual disclosure regarding its corporate governance practices to its lead state and/or domestic regulator. As adopted by the NAIC, the requirements of the Corporate Governance Model Act are intended to be effective January 1, 2016, with the first annual disclosure due by June 1, 2016. The Corporate Governance Model Act must be adopted by the individual states for the new requirements to apply, and specifically in Delaware, Iowa and New York for the changes to apply to our U.S. insurance subsidiaries. Iowa has adopted a form of the Corporate Governance Annual Disclosure Model Act, and the first corporate governance annual disclosure under that law was due on June 1, 2016. Neither Delaware nor New York has adopted the Corporate Governance Model Act, and it is not possible to predict whether Delaware and/or New York may adopt the Corporate Governance Model Act in the future; however, the NAIC is seeking to make the Corporate Governance Model Act part of its accreditation standards for state solvency regulation, which may motivate states to adopt the Corporate Governance Model Act.

Insurance Holding Company Regulation

Each direct and indirect parent of our U.S. insurance subsidiaries (including AHL) is subject to the insurance holding company laws of each of the Athene Domiciliary States. These laws generally require an insurance holding company and insurers that are members of such holding company system to register with their U.S. insurance regulators and to file certain reports with those authorities, including information concerning their capital structure, ownership, financial condition, certain intercompany transactions and general business operations. Generally, under these laws, transactions between our U.S. insurance subsidiaries and their affiliates, including any reinsurance transactions, must be fair and reasonable and, if material or of a specified category, require prior notice and approval or non-disapproval by the insurance department of each applicable Athene Domiciliary State.

Most states, including each of the Athene Domiciliary States, have insurance laws that require regulatory approval of a direct or indirect change of control of an insurer, which would include a change of control of its holding company. Laws such as these prevent any person from acquiring direct or indirect control of any of our U.S. insurance subsidiaries or their holding companies unless that person has filed a statement with specified information with the Commissioner of the applicable Athene Domiciliary State and has obtained the Commissioner's prior approval. Under most states' statutes, including those of each of the Athene Domiciliary

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States, acquiring 10% or more of a voting interest in an insurance company or its parent company is presumptively considered a change of control, although such presumption may be rebutted. Accordingly, any person who acquires 10% or more of a voting interest in a direct or indirect parent of any of our U.S. insurance subsidiaries (or AHL) without the prior approval of the Commissioner of the applicable Athene Domiciliary State will be in violation of the applicable Athene Domiciliary State's law and may be subject to injunctive action requiring the disposition or seizure of those securities by the Commissioner or prohibiting the voting of those securities and to other actions determined by the Commissioner. Further, a willful violation of these laws is punishable in each Athene Domiciliary State as a criminal offense. In addition, the Model Insurance Holding Company System Regulatory Act (the "Amended Holding Company Model Act") requires any controlling person of a U.S. insurer seeking to divest its controlling interest in the insurance company to file with the relevant insurance commissioner a confidential notice of the proposed divestiture at least thirty days prior to the cessation of control (unless a person acquiring control from the divesting party has filed notice of the proposed acquisition of control with the Commissioner). After receipt of the notice, the Commissioner must determine those instances in which the parties seeking to divest or to acquire a controlling interest will be required to file for or obtain approval of the transaction. These laws may discourage potential acquisition proposals and may delay, deter or prevent an acquisition of control of a direct or indirect parent of any of our U.S. insurance subsidiaries (including AHL) (in particular through an unsolicited transaction), even if the shareholders of such parent consider such transaction to be desirable. Our bye-laws include limitations on the voting power exercisable by shareholders of the company other than the Apollo Group so that certain persons or groups ("Control Groups") are deemed not to hold more than 9.9% of the total voting power conferred by our shares. See "Description of Share Capital—Common Shares—Voting Rights."

Recently, the NYSDFS adopted an amendment to its holding company system regulations which requires prospective acquirers of New York domiciled insurers to provide greater disclosure with respect to intended changes to the business operations of the insurer, and which expressly authorizes the NYSDFS to impose additional conditions on such an acquisition and limit changes that the acquirer may make to the insurer's business operations for a specified period of time following the acquisition without the NYSDFS' prior approval. In particular, the amendment provides the NYSDFS with the specific authority to require acquirers of New York domiciled life insurers to post assets in a trust account for the benefit of the target company's policyholders. In making such determination, the NYSDFS may consider whether the acquirer is, or is controlled by or under common control with, an investment manager such as Apollo. The NAIC's former Private Equity Issues Working Group, which was formed to develop best practice recommendations relating to acquisitions of control of insurance or reinsurance companies by private equity and hedge funds, recently adopted new narrative guidance for state insurance examiners to consider in reviewing applications for an acquisition of an insurer by a private equity firm. Such guidance has been adopted by the NAIC and is included in the 2015 Annual/2016 Quarterly edition of the NAIC's Financial Analysis Handbook.

Although Athene Re IV is not subject to insurance holding company laws, the Vermont insurance regulator may use all or a part of the holding company law framework described above in determining whether to approve a proposed change of control.

In December 2010, the NAIC adopted the Amended Holding Company Model Act. The Amended Holding Company Model Act introduces the concept of "enterprise risk" within an insurance holding company system and imposes more extensive informational requirements on parents and other affiliates of licensed insurers or reinsurers, with the purpose of protecting the licensed companies from enterprise risk, including requiring an annual enterprise risk report by each ultimate controlling person identifying the material risks within the insurance holding company system that could pose enterprise risk to the licensed companies. An enterprise risk is an activity or event involving affiliates of an insurer that could have a material adverse effect on the insurer or the insurer's holding company system. The Amended Holding Company Model Act must be adopted by the individual states for the new requirements to apply. Iowa, Delaware and New York have each adopted a form of the Amended Holding Company Model Act.

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In December 2014, the NAIC adopted additional amendments to the Amended Holding Company Model Act for consideration by the various states that address the authority of an insurance commissioner to act as the group-wide supervisor for an internationally active insurance group or to acknowledge the authority of another regulatory official, from another jurisdiction, to so act. These changes to the Amended Holding Company Model Act must be enacted by the individual states before they will become effective, and specifically in Delaware, Iowa and New York for the changes to apply to our U.S. insurance subsidiaries. Delaware has adopted a form of these changes to the Amended Holding Company Model Act, and Iowa has adopted similar provisions under a predecessor statute. It is not possible to predict with any degree of certainty the additional capital requirements, compliance costs or other burdens these changes may impose in the future.

In addition, the NAIC has adopted a revised Suitability in Annuity Transactions Model Regulation (“SAT”), which places new responsibilities upon issuing insurance companies with respect to the suitability of annuity sales, including responsibilities for training agents. Many states, including Iowa, Delaware and New York, have already enacted laws and/or regulations based on SAT, thus imposing suitability standards with respect to sales of FIAs and variable annuities. Future changes in such laws and regulations could adversely impact the way we market and sell our annuity products.

Restrictions on Dividends and Other Distributions

Current law of the Athene Domiciliary States permits the payment of dividends or distributions which, together with dividends or distributions paid during (i) in the case of Delaware and Iowa, the preceding twelve months do not exceed the *greater* of (1) 10% of the insurer’s surplus as regards policyholders as of the immediately preceding year end or (2) the net gain from operations of the insurer for the preceding twelve-month period ending as of the immediately preceding year end or (ii) in the case of New York, any calendar year, do not exceed the *lesser* of (1) 10% of the insurer’s surplus as regards policyholders as of the end of the immediately preceding calendar year or (2) the net gain from operations of the insurer for the immediately preceding calendar year, not including realized capital gains. Any proposed dividend in excess of this amount is considered an “extraordinary dividend” or “extraordinary distribution” and may not be paid until it has been approved, or a 30-day waiting period has passed during which it has not been disapproved, by the Commissioner. Additionally, under current law of the Athene Domiciliary States, AAIA may only pay dividends from the insurer’s earned profits on its business, which shall not include contributed capital or contributed surplus, and AADE may only pay dividends from that part of its available and accumulated surplus funds which is derived from realized net operating profits on its business and realized capital gains. Further, as a condition to each of the NYSDFS’ and IID’s approval of Athene’s acquisition of ALACNY and AAIA, respectively, in connection with the broader Aviva USA acquisition, Athene agreed not to cause ALACNY or AAIA to declare, distribute or pay any dividend for five years from the date of acquisition of control of ALACNY or AAIA without the prior written consent of the NYSDFS or the IID, as applicable. The Athene Domiciliary States’ insurance laws and regulations also require that each of our U.S. insurance subsidiaries’ surplus as regards policyholders following any dividend or distribution be reasonable in relation to such U.S. insurance subsidiary’s outstanding liabilities and adequate to meet its financial needs.

Credit for Reinsurance Ceded

The ability of a primary insurer to take reserve and capital credit for the reinsurance purchased from reinsurance companies is a significant component of reinsurance regulation. Typically, a primary insurer will only enter into a reinsurance agreement if it can obtain credit on its statutory basis financial statements against its reserves (report lower net reserves) and/or toward its MCR (the denominator in its RBC calculation) for the reinsurance ceded to the reinsurer. With respect to U.S.-domiciled ceding companies, credit is usually granted when the reinsurer is licensed or accredited in the state where the ceding company is domiciled. States also generally permit primary insurers to take credit for reinsurance if the reinsurer: (1) is domiciled in a state with a credit for reinsurance law that is substantially similar to the credit for reinsurance law in the primary insurer’s state of domicile, and (2) meets certain financial requirements. Credit for reinsurance purchased from a reinsurer that does not meet the foregoing conditions is generally allowed to the extent that such reinsurer secures its obligations with qualified collateral.

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ALRe has provided, and may in the future provide, reinsurance to our U.S. insurance subsidiaries in the normal course of business. Our U.S. insurance subsidiaries have entered into modified coinsurance agreements with ALRe under which they will cede to ALRe a 100% quota share of their respective obligations to repay the principal upon maturity or earlier termination and to make periodic interest payments under funding agreements issued by them. Our U.S. insurance subsidiaries have similar arrangements with ALRe with respect to substantially all of their other core business, under which between 80% and 100% of all such business is ceded to ALRe on a modified coinsurance business. ALRe is not licensed, accredited or approved in any state in the United States and, consequently, ALRe must collateralize its obligations to our U.S. insurance subsidiaries or any third-party cedent in order for any of our U.S. insurance subsidiaries or any third-party cedent to obtain credit against its reserves on its statutory basis financial statements. ALRe is domiciled in Bermuda, one of the largest reinsurance markets in the world by reserves with a regulatory regime deemed by the EC in November 2015 to be equivalent to the EU's Solvency II. The delegated act granting Bermuda equivalency under Solvency II was approved by the European Parliament and Council in March 2016.

The Dodd-Frank Act provides that only the state in which a primary insurer is domiciled may regulate the financial statement credit for reinsurance taken by that primary insurer; other states are no longer able to require additional collateral from unauthorized reinsurers or otherwise impose their own credit for reinsurance laws on primary insurers that are licensed, but not domiciled, in such other states.

In November 2011, the NAIC adopted amendments to its Credit for Reinsurance Model Law and Regulation ("Credit for Reinsurance Model Law") to implement reinsurance collateral reform. Under the amended Credit for Reinsurance Model Law, collateral requirements may be reduced from 100% for unauthorized or non-accredited reinsurers meeting certain criteria as to financial strength and reliability that are domiciled in jurisdictions that are found to have strong systems of U.S. insurance regulation (each, a "Qualified Jurisdiction"). Once a state legislature enacts the amendments to the Credit for Reinsurance Model Law and the standards become operative in that state, such reinsurers will be eligible to apply for "certified reinsurer" status and reinsurers that become so certified will be permitted to post collateral at reduced levels in that state. The new collateral levels will apply on a prospective basis only. In late 2015, the NAIC began the process of making the reinsurance collateral reform provisions of the amended Credit for Reinsurance Model Law an accreditation standard. Delaware and Iowa have adopted the reduced collateral requirements under the Credit for Reinsurance Model Law, and New York has adopted the reduced collateral requirements under a predecessor statute.

In December 2014, the NAIC approved Bermuda as a "Qualified Jurisdiction," effective January 1, 2015, with respect to certain classes of insurers, including Class E insurers such as ALRe. The recognition of Bermuda as a Qualified Jurisdiction permits ALRe to apply for "certified reinsurer" status with the ability to post reduced collateral for coverage provided by ALRe to primary insurers in the United States (including our U.S. insurance subsidiaries). The amount of collateral required to be posted by insurers with this designation varies based upon the insurers' credit rating. ALRe is not currently certified to post reduced collateral in any state.

Statutory Investment Valuation Reserves

Life insurance companies are required to establish an Asset Valuation Reserve ("AVR") to stabilize statutory policyholder surplus from fluctuations in the market value of investments. The AVR consists of two components: (1) a "default component" for possible credit-related losses on fixed maturity investments and (2) an "equity component" for possible market-value losses on all types of equity investments, including real estate-related investments. Although future additions to the AVR will reduce the future statutory capital and surplus of our U.S. insurance subsidiaries, we do not believe that the impact under current regulations of such reserve requirements will materially affect our U.S. insurance subsidiaries. Insurers also are required to establish an interest maintenance reserve ("IMR") for net realized capital gains and losses, net of tax, on fixed maturity investments where such gains and losses are attributable to changes in interest rates, as opposed to credit-related causes. The IMR is required to be amortized into statutory earnings on a basis reflecting the remaining period to maturity of the fixed maturity securities. These reserves are required by state insurance regulatory authorities to

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be established as liabilities on a life insurer's statutory financial statements and may also be included in the liabilities assumed by our U.S. insurance subsidiaries pursuant to their reinsurance agreements with U.S.-based life insurer ceding companies.

Policy and Contract Reserve Adequacy Analysis

The Athene Domiciliary States and other states have adopted laws and regulations with respect to policy and contract reserve sufficiency. Under applicable insurance laws, our U.S. insurance subsidiaries are each required to annually conduct an analysis of the adequacy of all life insurance and annuity statutory reserves. A qualified actuary appointed by each such subsidiary's board must submit an opinion annually for each such subsidiary which states that the statutory reserves make adequate provision, according to accepted actuarial standards of practice, for the anticipated cash flows resulting from the contractual obligations and related expenses of such subsidiary. The adequacy of the statutory reserves is considered in light of the assets held by such U.S. insurance subsidiary with respect to such reserves and related actuarial items, including, but not limited to, the investment earnings on such assets and the consideration anticipated to be received and retained under the related policies and contracts. At a minimum, such testing is done over a number of economic scenarios prescribed by the states, with the scenarios designed to stress anticipated cash flows for higher and/or lower future levels of interest rates. Our U.S. insurance subsidiaries may find it necessary to increase reserves, which may decrease their statutory surplus, in order to pass additional cash flow testing requirements.

U.S. Statutory Reports and Regulatory Examinations

Our U.S. insurance subsidiaries are required to file detailed annual reports, including financial statements, in accordance with prescribed statutory accounting rules, with regulatory officials in the jurisdictions in which they conduct business. In addition, each U.S. insurance subsidiary is required to file quarterly reports prepared on the same basis, though with considerably less detail.

As part of their routine regulatory oversight process, state insurance departments conduct periodic detailed examinations, generally once every three to five years, of the books, records, accounts and operations of insurance companies that are domiciled in their states. Examinations are generally carried out in cooperation with the insurance departments of other, non-domiciliary states under guidelines promulgated by the NAIC. The Delaware Department of Insurance began an onsite exam on April 14, 2014 of AADE and ALIC for the period of January 1, 2010 through December 31, 2013. The exam was conducted in coordination with the joint exams in Iowa and New York and resulted in no material findings. Final exam reports were issued by the Delaware Department of Insurance and are publicly available on the department's website. The exam has been closed. The IID began an onsite exam on May 12, 2014 of AAI and Structured Annuity Reinsurance Company for the period of January 1, 2010 through December 31, 2013. The exam was conducted in coordination with the joint exams in Delaware and New York and resulted in no material findings. The final exam report was issued by the IID and is publicly available on the IID's website. The exam has been closed. The NYSDFS began an onsite exam on May 12, 2014 of AANY for the period of January 1, 2010 through December 31, 2013 and ALICNY for the period of January 1, 2012 through December 31, 2013. The exam was conducted in coordination with the joint exams in Delaware and Iowa and resulted in no material findings. The final exam reports for AANY and ALICNY were issued by the NYSDFS and are publicly available on the NYSDFS website. The exams have been closed.

Vermont insurance laws and regulations applicable to Athene Re IV require it to file financial statements with the Commissioner of the Insurance Division of the Vermont Department of Financial Regulation. Additionally, Athene Re IV is subject to periodic financial examinations by the Insurance Division of the Vermont Department of Financial Regulation. The Vermont Department of Financial Regulation recently completed an examination of Athene Re IV for the period from January 1, 2011 through December 31, 2014. The final report was issued on September 21, 2016. There were no issues noted in the report.

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Market Conduct Regulation

State insurance laws and regulations include numerous provisions governing the marketplace activities of insurers, including provisions governing claims settlement practices, the form and content of disclosure to consumers, illustrations, advertising, sales and complaint process practices. State regulatory authorities generally enforce these provisions through periodic market conduct examinations. In addition, our U.S. insurance subsidiaries must file, and in many jurisdictions and for some lines of business obtain regulatory approval for, rates and forms relating to the insurance written in the jurisdictions in which they operate. Our U.S. insurance subsidiaries are currently undergoing the following market conduct examinations, each in the ordinary course of business: (1) the California Department of Insurance is conducting a review of the rating and underwriting practices of AAIA, AADE and AANY, (2) the Missouri Department of Insurance, Financial Institutions & Professional Registration is conducting a market conduct examination of AAIA, (3) the NYSDFS is conducting a triennial examination of AANY, (4) the Wisconsin Department of Insurance is conducting a general market conduct examination of AAIA, and (5) the New York Office of the State Comptroller is conducting an audit of AANY and ALICNY regarding abandoned property.

State insurance regulators have been scrutinizing claims settlement practices of insurance companies with regard to payment of death benefits. Through their authority to regulate market conduct, including claims settlement practices, state insurance regulators have been examining the use by insurance companies of the U.S. Social Security Administration's Social Security Death Index (the "Death Master File") to identify deceased persons and the processes by which insurance companies search for beneficiaries of life and annuity contracts. In particular, these regulators have been looking at how insurance companies handle unreported deaths, maturity of life insurance and annuity contracts, and contracts that have exceeded limiting age to determine if the companies are appropriately identifying when death benefits or other payments under the contracts should be made. Several states have enacted new laws or adopted new regulations mandating the use by insurance companies of the Death Master File or other similar databases to identify deceased persons and more rigorous processes to find beneficiaries. The NAIC currently is developing a new model law to address the issue of unclaimed benefits.

In 2013, prior to our acquisition of Aviva USA, it entered into a multi-state settlement with 48 states in connection with certain of its subsidiaries' use of the Death Master File. As part of the settlement, AAIA and its subsidiary ALICNY agreed to pay a \$4 million assessment for examination, compliance and monitoring costs without admitting any liability or wrongdoing, and further agreed to adopt policies and procedures reasonably designed to ensure timely payment of valid claims to beneficiaries in accordance with insurance laws and to timely report and remit unclaimed proceeds to the appropriate states in connection with unpaid property laws. Our U.S. insurance subsidiaries could continue to be subject to risks related to unpaid benefits, the Death Master File, and the procedures required by the prior multi-state settlement as they relate to our annuity business. Furthermore, administrative challenges associated with implementing the procedures described above may make compliance with the multi-state settlement and applicable law difficult and could have a material and adverse effect on our results of operations. AADE is currently undergoing a multi-state unclaimed property examination led by California.

Capital Requirements

Regulators of each state have discretionary authority in connection with our U.S. insurance subsidiaries' continued licensing to limit or prohibit sales to policyholders within their respective states if, in their judgment, the regulators determine that such entities have not maintained the required level of minimum surplus or capital or that the further transaction of business would be hazardous to policyholders.

In order to enhance the regulation of insurers' solvency, the NAIC adopted a model law to implement RBC requirements for life, health and property and casualty insurance and reinsurance companies. All states have adopted the NAIC's model law or a substantively similar law. The NAIC Risk-Based Capital for Insurers Model Act requires life insurance companies to submit an annual report (the "Risk-Based Capital Report"), which

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compares an insurer's TAC to its ACL, each such term as defined pursuant to applicable state law. A company's RBC is calculated by using a specified formula that applies factors to various risks inherent in the insurer's operations, including risks attributable to its assets, underwriting experience, interest rates and other business expenses. The factors are higher for those items deemed to have greater underlying risk and lower for items deemed to have less underlying risk. Statutory RBC is measured on two bases, with ACL calculated as one half (1/2) company action level RBC ("CAL"). Regulators typically use ACL in assessing companies and reviewing solvency requirements. Companies themselves typically report and are compared using the CAL standard.

The Risk-Based Capital Report is used by regulators to set in motion appropriate regulatory actions relating to insurers that show indications of weak or deteriorating conditions. RBC is an additional standard for MCR that insurers must meet to avoid being placed in rehabilitation or liquidation by regulators. The annual Risk-Based Capital Report, and the information contained therein, is not intended by the NAIC as a means to rank insurers.

RBC is a method of measuring the level of capital appropriate for an insurance company to support its overall business operations, in light of its size and risk profile. It provides a means of assessing capital adequacy, where the degree of risk taken by the insurer is the primary determinant. The value of an insurer's TAC in relation to its RBC, together with its trend in its TAC, is used as a basis for determining regulatory action that a state insurance regulator may be authorized or required to take with respect to an insurer. The four action levels include:

- (1) CAL: The insurer is required to submit a plan for corrective action when its TAC is equal to or less than 200% of ACL;
- (2) Regulatory Action Level: The insurer is required to submit a plan for corrective action and is subject to examination, analysis and specific corrective action when its TAC is equal to or less than 150% of ACL;
- (3) ACL: Regulators may place the insurer under regulatory control when its TAC is equal to or less than 100% of ACL; and
- (4) Mandatory Control Level: Regulators are required to place the insurer under regulatory control when its TAC is equal to or less than 70% of ACL.

TAC and RBC are calculated annually by insurers, as of December 31 of each year. As of December 31, 2015, each of our U.S. insurance subsidiaries' TAC was significantly in excess of the levels that would prompt regulatory action under the laws of the Athene Domiciliary States. As of December 31, 2015, our U.S. RBC ratio was 552%. The calculation of RBC requires certain judgments to be made, and, accordingly, our U.S. insurance subsidiaries' current RBC may be greater or less than the RBC calculated as of any date of determination.

Under U.S. SAP, our U.S. domiciled subsidiaries defer the portion of realized capital gains and losses on fixed maturity securities attributable to changes in the general level of interest rates into an IMR. The IMR amortizes into future year statutory operating results based on a formula prescribed by the NAIC. The IMR provides a buffer to our statutory capital and surplus in the event we have to sell securities in an unrealized loss position. As of June 30, 2016 and December 31, 2015, our aggregate IMR balance was \$221 million and \$238 million, respectively.

Insurance Regulatory Information System ("IRIS") Ratios

The NAIC has established IRIS to assist state insurance departments in their oversight of the financial condition of insurance companies operating in their respective states. IRIS is a series of financial ratios calculated by the NAIC based on financial information submitted by insurers on an annual basis. Each ratio has an established "usual range" of results. The NAIC shares the IRIS ratios calculated for each insurer with the interested state insurance departments. Generally, an insurance company will be required to explain ratios that fall outside the usual range, and may be subject to regulatory scrutiny and action if one or more of its ratios fall outside the specified ranges. None of our U.S. insurance subsidiaries are currently subject to non-ordinary course regulatory scrutiny based on their IRIS ratios.

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Regulation of Investments

Each of our U.S. insurance subsidiaries is subject to laws and regulations in each Athene Domiciliary State that require diversification of its investment portfolio and limit the amounts of investments in certain asset categories, such as below-investment grade fixed income securities, real estate-related equity, partnerships, other equity investments, derivatives and alternative investments. Failure to comply with these laws and regulations would cause investments exceeding regulatory limitations to be treated as non-admitted assets for purposes of measuring statutory surplus and, in some instances, could require the divestiture of such non-qualifying investments. Accordingly, the investment laws in the Athene Domiciliary States could prevent our U.S. insurance subsidiaries from pursuing investment opportunities which they believe are beneficial to their shareholders, which could in turn preclude Athene from realizing its investment objectives. We believe that the investments our U.S. insurance subsidiaries have made are in compliance, in all material respects, with such laws and regulations as of June 30, 2016.

Guaranty Associations

All 50 states and the District of Columbia have insurance guaranty fund laws requiring insurance companies doing business within those jurisdictions to participate in guaranty associations. Guaranty associations are organized to cover, subject to limits, contractual obligations under insurance policies issued by life insurance companies which later become impaired or insolvent. These associations levy assessments, up to prescribed limits, on each member insurer doing business in a particular state on the basis of their proportionate share of the premiums written by all member insurers in the lines of business in which the impaired or insolvent insurer previously engaged. Most states limit assessments in any year to 2% of the insurer's average annual premium for the three years preceding the calendar year in which the impaired insurer became impaired or insolvent. Some states permit member insurers to recover assessments paid through full or partial premium tax offsets, usually over a period of years. Assessments levied against our U.S. insurance subsidiaries by guaranty associations during each of the past five years have not been material. While Athene cannot accurately predict the amount of future assessments or future insolvencies of competitors which would lead to such assessments, Athene believes that assessments with respect to pending insurance company impairments and insolvencies will not have a material effect on Athene's financial condition or results of operations.

Federal Oversight

Although the insurance business in the United States is primarily regulated by the states, federal initiatives can affect the businesses of our U.S. insurance subsidiaries in a variety of ways. From time to time, federal measures are proposed which may significantly affect the insurance business. These areas include financial services regulation, securities regulation, derivatives regulation, pension regulation, money laundering, privacy regulation, taxation and the economic and trade sanctions implemented by the Office of Foreign Assets Control ("OFAC"). OFAC maintains and enforces economic sanctions against certain foreign countries and groups and prohibits U.S. persons from engaging in certain transactions with certain persons or entities. OFAC has imposed civil penalties on persons, including insurance and reinsurance companies, arising from violations of its economic sanctions program. In addition, various forms of direct and indirect federal regulation of insurance have been proposed from time to time, including proposals for the establishment of an optional federal charter for insurance companies.

Title I of the Dodd-Frank Act established the FSOC, which has authority to designate non-bank financial companies as SIFIs, thereby subjecting them to enhanced prudential standards and supervision by the Federal Reserve. The prudential standards for non-bank SIFIs include enhanced RBC requirements, leverage limits, liquidity requirements, single counterparty exposure limits, governance requirements for risk management, stress test requirements, special debt-to-equity limits for certain companies, early remediation procedures, and recovery and resolution planning. Athene USA and certain of our U.S. insurance subsidiaries may be above the initial quantitative threshold for treatment as a non-bank SIFI (total consolidated assets of \$50 billion). If the FSOC were to determine that Athene USA or any of our U.S. subsidiaries is a non-bank SIFI, such entity would become subject to certain of these enhanced prudential standards.

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The Dodd-Frank Act, which effected the most far-reaching overhaul of financial regulation in the United States in decades, also established the FIO within the U.S. Department of the Treasury. The FIO has the authority to preempt state laws if inconsistent with international agreements entered into by the Secretary of the Treasury or the U.S. Trade Representative if such state law treats a non-U.S. insurer less favorably than a U.S. insurer. Pursuant to this authority, in late 2015, the U.S. Department of the Treasury and the Office of the U.S. Trade Representative notified Congress of plans to initiate negotiations to enter into a covered agreement with the EU to address, among other things, reinsurance collateral requirements. A covered agreement is an agreement between the United States and one or more foreign governments, authorities or regulatory entities, regarding prudential measures with respect to insurance or reinsurance. While currently not having a general supervisory or regulatory authority over the business of insurance, the Director of the FIO performs various functions with respect to insurance, including serving as a non-voting member of the FSOC and making recommendations to the FSOC regarding non-bank financial companies to be designated as SIFIs. The FIO has been charged with providing reports to the U.S. Congress on (i) the global reinsurance market (provided in January 2015), (ii) modernization of U.S. insurance regulation and possible federal involvement in supervision of insurance group holding companies (provided in December 2013) and (iii) state regulators' ability to access reinsurance information (provided in November 2013). Such reports could ultimately lead to changes in the regulation of insurers and reinsurers in the United States, including insurance group holding companies.

FIA's

In recent years, the SEC and state securities regulators have questioned whether FIAs, such as those sold by our U.S. insurance subsidiaries, should be treated as securities under the federal and state securities laws rather than as insurance products exempted from such laws. Under the Dodd-Frank Act, annuities that meet specific requirements, including requirements relating to certain state suitability rules, are specifically exempted from being treated as securities by the SEC. Treatment of these products as securities would require additional registration and licensing of these products and the agents selling them, as well as cause our U.S. insurance subsidiaries to seek new or additional marketing relationships for these products, any of which may impose significant restrictions on their ability to conduct business as currently operated. On December 17, 2008, the SEC voted to approve Rule 151A, and apply federal securities oversight to FIAs issued on or after January 12, 2011. On July 12, 2010, however, the District of Columbia Circuit Court of Appeals vacated Rule 151A. We expect that the types of FIAs our U.S. insurance subsidiaries sell will meet these requirements and therefore will remain exempt from being treated as securities by the SEC and state securities regulators. However, there can be no assurance that federal or state securities laws or state insurance laws and regulations will not be amended or interpreted to impose further requirements on FIAs.

Unclaimed Property Laws

Each of our U.S. insurance subsidiaries is subject to the laws and regulations of states and other jurisdictions concerning the identification, reporting and escheatment of abandoned or unclaimed money or property. State treasurers, controllers and revenue departments have been scrutinizing escheatment practices of life insurance companies with regard to unclaimed life insurance and annuity death benefits. As with state insurance regulators, state revenue authorities have been looking at how life insurance companies handle unreported deaths, maturity of life insurance and annuity contracts, and contracts that have exceeded limiting age to determine if the companies are appropriately determining when death benefits or other payments under the contracts should be treated as unclaimed property. State treasurers, controllers and revenue departments have audited life insurance companies, required escheatments and imposed interest penalties on amounts escheated for failure to escheat death benefits or other contract benefits when beneficiaries could not be found at the expiration of statutory dormancy periods. See also “—Market Conduct Regulation.”

Regulation of OTC Derivatives

Athene uses derivatives to mitigate a wide range of risks in connection with its businesses, including options purchased to hedge the derivatives embedded in the FIAs that our subsidiaries have issued, and swaps, futures and/or options used to manage the impact of increased benefit exposures from our annuity products that offer guaranteed

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benefits. Title VII of the Dodd-Frank Act creates a comprehensive framework for the federal oversight and regulation of the OTC derivatives market and entities, such as Athene, that participate in the market and requires the CFTC and the SEC to promulgate rules and regulations implementing its provisions. Regulations have been finalized and implemented in many areas and are being finalized for implementation in others.

The Dodd-Frank Act divides the regulatory responsibility for swaps in the United States between the SEC and CFTC. The CFTC regulates swaps and swap entities, and the SEC regulates security-based swaps and security based swap entities. The CFTC and SEC have jointly finalized certain regulations under the Dodd-Frank Act, including critical rulemakings on the definitions of “swap,” “security-based swap,” “swap dealer,” “security-based swap dealer,” “major swap participant” and “major security-based swap participant.” In addition, the CFTC has substantially finalized its required rulemaking under the Dodd-Frank Act, including regulations relating to the registration and regulation of swap dealers, major swap participants and swap execution facilities, reporting, recordkeeping, mandatory clearing and mandatory on-facility trade execution. The SEC has yet to finalize most of its similar regulations which would apply to the security-based swaps and market participants transacting in security-based swaps, including security-based swap dealers and major security-based swap participants subject to the SEC’s oversight. As a result of this bifurcation and the different pace at which the agencies have promulgated regulations, different transactions are subject to different levels of regulation. In addition, because the CFTC has not yet finalized all of its regulations with respect to swaps, the SEC has yet to finalize most of its regulations with respect to security-based swaps and because regulations that have been finalized may change or be subject to relief with respect to certain market participants, it is not possible to predict with certainty the full effect of the Dodd-Frank Act on Athene or the timing of such effects.

The Dodd-Frank Act and the CFTC rules thereunder currently require us, in connection with certain swap transactions, to comply with mandatory clearing and on-facility trade execution requirements, and it is anticipated that the types of swaps subject to these requirements will be expanded over time. In addition, new regulations will require us to comply with mandatory minimum margin requirements for uncleared swaps. The derivative clearing requirements and mandatory margin requirements of the Dodd-Frank Act could increase the cost of our risk mitigation and could have other implications. For example, increased margin requirements, combined with restrictions on securities that qualify as eligible collateral, could reduce our liquidity and require increased holdings of cash and highly liquid securities with lower yields causing a reduction in income. In addition, the requirement that certain trades be centrally cleared through clearinghouses concentrates counterparty risk in both clearinghouses and clearing members. The failure of a clearinghouse could have a significant impact on the financial system. Even if a clearinghouse does not fail, large losses could force significant capital calls on clearinghouse members during a financial crisis, which could lead clearinghouse members to default. Because clearinghouses are still developing and the related bankruptcy process is untested, it is difficult to speculate as to the actual risks related to the default of a clearinghouse.

The Dodd-Frank Act and new regulations thereunder could significantly increase the cost of derivative contracts, reduce the availability of derivatives to protect against risks we encounter, reduce our ability to monetize or restructure our existing derivative contracts, and increase our credit risk exposure. If we reduce our use of derivatives as a result of the Dodd-Frank Act and the regulations thereunder, our results of operations may become more volatile and our cash flows may be less predictable which could adversely affect our financial performance. Additionally, we have always been subject to the risk that hedging and other management procedures might prove ineffective in reducing the risks to which insurance policies expose us or that unanticipated policyholder behavior or mortality, combined with adverse market events, could produce economic losses beyond the scope of the risk management techniques employed. Any such losses could be increased by the increased cost of entering into derivatives and the reduced availability of customized derivatives that might result from the enactment and implementation of the Dodd-Frank Act.

Consumer Protection Laws and Privacy and Data Security Regulation

Numerous other federal and state laws also affect Athene’s earnings and activities, including federal and state consumer protection laws. As part of the Dodd-Frank Act, Congress established the CFPB to supervise and

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regulate institutions that provide certain financial products and services to consumers. Although the consumer financial services subject to the CFPB's jurisdiction generally exclude insurance business of the kind in which our U.S. insurance subsidiaries engage, the CFPB does have authority to regulate non-insurance consumer services which are offered by issuers of securities in our U.S. insurance subsidiaries' investment portfolio.

Federal and state laws and regulations require financial institutions, including insurers, to protect the security and confidentiality of nonpublic personal information, including certain health-related and customer information, and to notify customers and other individuals about their policies and practices relating to their collection and disclosure of health-related and customer information and their practices relating to protecting the security and confidentiality of that information. State laws regulate use and disclosure of Social Security numbers and federal and state laws require notice to affected individuals, law enforcement, regulators and others if there is a breach of the security of certain nonpublic personal information, including Social Security numbers. In addition, state laws and regulations restrict the disclosure of the medical record and health status information obtained by insurers.

Federal and state lawmakers and regulatory bodies may be expected to consider additional or more detailed regulation regarding these subjects and the privacy and security of nonpublic personal information. Furthermore, the issues surrounding data security and the safeguarding of consumers' protected information are under increasing regulatory scrutiny by state and federal regulators, particularly in light of the number and severity of recent U.S. companies' data breaches. The Federal Trade Commission, the Federal Bureau of Investigation, the Federal Communications Commission, the NYSDFS, and the NAIC have undertaken various studies, reports, and actions regarding data security for entities under their respective supervision. Some states have recently enacted new insurance laws that require certain regulated entities to implement and maintain comprehensive information security programs to safeguard the personal information of insureds and enrollees. The NAIC recently instituted a 50-state market conduct examination of a health insurer that was the subject of a data breach. The NAIC also has created a Cybersecurity Task Force to look into various issues. In June 2015, the NAIC adopted a guidance document that sets forth twelve principles for effective insurance regulation of cybersecurity risks based on similar regulatory guidance adopted by the Securities Industry and Financial Markets Association. In December 2015, the NAIC adopted the "Roadmap for Cybersecurity Consumer Protections," which describes the protections to which the NAIC believes consumers should be entitled from their insurance companies, agents and other businesses concerning the collection and maintenance of consumers' personal information, as well as what consumers should expect when such information has been involved in a data breach. In March 2016, the NAIC's Cybersecurity Task Force exposed for public comment a draft of a new model law addressing cybersecurity, which is intended to establish the exclusive standards for data security and breaches applicable to insurance licensees in states adopting such law. After receiving input from industry groups and regulators, a second draft of the model law was published with comments due September 16, 2016. If adopted in its current form, upon the occurrence of a data breach, the model law could subject us to two separate and different data breach legal frameworks, depending on the state in which the breach is deemed to have occurred, as many states have pre-existing and broadly applicable privacy laws and regulations presently in effect. We cannot predict the effect or the compliance costs if state and federal regulators pursue investigations and increase the regulatory requirements for the security of protected information.

Further, the Gramm-Leach-Bliley Act of 1999, which implemented fundamental changes in the regulation of the financial services industry in the United States, includes privacy requirements for financial institutions, including obligations to protect and safeguard consumers' nonpublic personal information and records, and limitations on the re-disclosure and re-use of such information.

Finally, our investment in a limited partnership which is in the business of originating RMLs, as well as our direct investment in any residential or other mortgage loans, may expose us to various environmental and other regulation. For example, to the extent that we hold whole mortgage loans as part of our investment portfolio, we may be responsible for certain tax payments or subject to liabilities under CERCLA. Additionally, we may be subject to regulation by the CFPB as a mortgage holder or property owner. We are currently unable to predict the impact of such regulation on our business.

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Broker-dealers

Our securities operations, principally conducted by our limited purpose SEC-registered broker-dealer, Athene Securities, LLC, are subject to federal and state securities and related laws, and are regulated principally by the SEC, state securities authorities and FINRA. Athene Securities, LLC does not hold customer funds or safekeep customer securities or otherwise engage in any securities transactions. Athene Securities, LLC was the principal underwriter of a block of variable annuity contracts which has been closed to new investors since 2002. The closed block of variable annuity contracts was issued by a predecessor of AAIA. Athene Securities, LLC continues to receive concessions on those variable annuity contracts. Athene Securities, LLC also provides supervisory oversight to Athene employees who are registered representatives.

Employees or personnel registered with Athene Securities, LLC are subject to the Exchange Act and to regulation and examination by the SEC, FINRA and state securities commissioners. The SEC and other governmental agencies and self-regulatory organizations, as well as state securities commissions in the United States, have the power to conduct administrative proceedings that can result in censure, fines, cease-and-desist orders or suspension, termination or limitation of the activities of the regulated entity or its employees.

Pursuant to the Dodd-Frank Act, the SEC is authorized to establish a standard of conduct applicable to brokers and dealers whereby they could be required to act in the best interest of the customer without regard to the financial or other interest of the broker or dealer when providing personalized investment advice to retail and other customers. A January 2011 SEC study acknowledged that the offering of proprietary products could not be a per se violation of any such standard of care and that broker-dealers selling proprietary or a limited range of products could be permitted to make certain disclosures about their limited product offerings and obtain customer consents or acknowledgements with respect to their offer and sale of such products.

As a registered broker-dealer and member of various self-regulatory organizations, Athene Securities, LLC is subject to the SEC's net capital rule, which specifies the minimum level of net capital a broker-dealer is required to maintain and requires a minimum part of its assets to be kept in relatively liquid form. These net capital requirements are designed to measure the financial soundness and liquidity of broker-dealers. The net capital rule imposes certain requirements that may have the effect of preventing a broker-dealer from distributing or withdrawing capital and may require that prior notice to the regulators be provided prior to making capital withdrawals. Compliance with net capital requirements could limit operations that require the intensive use of capital, such as trading activities and underwriting, and may limit the ability of our broker-dealer subsidiaries to pay dividends to us.

ERISA

We also may be subject to regulation by the DOL when providing a variety of products and services to employee benefit plans governed by ERISA. ERISA is a comprehensive federal statute that applies to U.S. employee benefit plans sponsored by private employers and labor unions. Plans subject to ERISA include pension and profit sharing plans and welfare plans, including health, life and disability plans. Among other things, ERISA imposes reporting and disclosure obligations, prescribes standards of conduct that apply to plan fiduciaries and prohibits transactions known as "prohibited transactions," such as conflict-of-interest transactions, self-dealing and certain transactions between a benefit plan and a "party in interest." ERISA also provides for a scheme of civil and criminal penalties and enforcement. Our insurance businesses provide services to employee benefit plans subject to ERISA. We are also subject to ERISA's prohibited transaction rules for transactions with ERISA plans, which may affect our ability to, or the terms upon which we may, enter into transactions with those plans, even in businesses unrelated to those giving rise to "party in interest" status. The applicable provisions of ERISA and the Code are subject to enforcement by the DOL, the IRS and the U.S. Pension Benefit Guaranty Corporation. Severe penalties are imposed for breach of duties under ERISA.

On April 6, 2016, the DOL issued a new regulation more broadly defining the circumstances under which a person is considered to be a fiduciary by reason of giving investment advice or recommendations to an employee benefit plan or a plan's participants or to IRA holders. In addition to releasing the investment advice regulation,

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the DOL: (1) issued a new prohibited transaction class exemption titled the “Best Interest Contract Exemption,” to be used in connection with the sale of FIAs or variable annuities, and (2) updated the previous prohibited transaction class exemption 84-24, to be used in connection with the sale of traditional fixed rate annuities. We cannot predict with any certainty the impact of the regulation and exemptions, but the regulation and exemptions will alter the way our products and services are marketed and sold, particularly to purchasers of IRAs and individual retirement annuities. If implemented in its current form, the DOL regulation could have an adverse effect on our ability to write new business. The SEC also has indicated that it may propose rules creating a uniform standard of conduct applicable to broker-dealers and investment advisers, which, if adopted, may affect the distribution of our products. Should the SEC rules, if adopted, not align with the finalized DOL regulations related to conflicts of interest in the provision of investment advice, the distribution of our products could be further complicated. The DOL has also issued a number of regulations recently, and may issue similar additional regulations, that increase the level of disclosure that must be provided to plan sponsors and participants. These ERISA disclosure requirements will likely increase the regulatory and compliance burden on us, resulting in increased costs.

Bermuda

General

The Bermuda Insurance Act regulates the insurance business of ALRe, and provides that no person may carry on any insurance business in or from within Bermuda unless registered as an insurer under the Bermuda Insurance Act by the BMA. The BMA is required by the Bermuda Insurance Act to determine whether the applicant is a fit and proper body to be engaged in the insurance business and, in particular, whether it has, or has available to it, adequate knowledge and expertise to operate an insurance business. See “—Fit and Proper Controllers.”

The continued registration of an insurer is subject to the insurer complying with the terms of its registration and such other conditions as the BMA may impose from time to time. The Bermuda Insurance Act also grants to the BMA powers to supervise, investigate and intervene in the affairs of insurance companies.

The Bermuda Insurance Act imposes on Bermuda insurance companies solvency standards as well as auditing and reporting requirements. Certain significant aspects of the Bermuda insurance regulatory framework are set forth below.

Classification of Insurers

The Bermuda Insurance Act distinguishes between insurers carrying on long-term business, insurers carrying on special purpose business and insurers carrying on general business. Long-term business is generally defined as life, annuity and accident and health insurance, while general business broadly includes all types of insurance that are not long-term business (property and casualty business). There are five classifications of insurers carrying on long-term business, ranging from Class A insurers (pure captives) to Class E insurers (larger commercial carriers). Class A insurers are subject to the lightest regulation and Class E insurers are subject to the strictest regulation.

ALRe, which is incorporated to carry on long-term business, is registered as a Class E insurer which is the license class for long-term insurers and reinsurers with total assets of more than \$500 million that are not registrable as a single-parent or multi-owner long-term captive insurer or reinsurer. ALRe is not licensed to carry on general business and has not sought authorization as a reinsurer or approval as an accredited reinsurer in any state or jurisdiction of the United States. Consequently, in order for its ceding companies to receive statutory reserve or RBC credit for the reinsurance provided by ALRe, ALRe typically structures its reinsurance transactions in one of three ways: (i) coinsurance, where ALRe’s liabilities to ceding companies in connection with reinsurance transactions are secured by assets held in trust for the benefit of the applicable ceding company,

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(ii) funds withheld, where, although ALRe recognizes an insurance reserve liability, the assets to secure such liabilities are held and maintained by the applicable ceding company, or (iii) modified coinsurance, where both the insurance reserves and assets supporting the reserves are retained by the applicable ceding company.

Cancellation of Insurer's Registration

The BMA could revoke or suspend ALRe's license in circumstances in which (1) it is shown that false, misleading or inaccurate information has been supplied to the BMA by ALRe or on its behalf for the purposes of any provision of the Bermuda Insurance Act, (2) ALRe has ceased to carry on business, (3) ALRe has persistently failed to pay fees due under the Bermuda Insurance Act, (4) ALRe has been shown to have not complied with a condition attached to its registration or with a requirement made of it under the Bermuda Insurance Act, (5) ALRe is convicted of an offense against a provision of the Bermuda Insurance Act or (6) ALRe is, in the opinion of the BMA, found not to have been carrying on business in accordance with sound insurance principles.

Head Office and Principal Representative

An insurer is required to establish and maintain its head and principal office in Bermuda, which requires certain officers and a director to reside in Bermuda, and to appoint and maintain a principal representative in Bermuda. For the purpose of the Bermuda Insurance Act, the ALRe principal representative is Zachary Jones and his principal office for these purposes is AHL's Bermuda office. It is the duty of the principal representative to forthwith notify the BMA where the principal representative believes there is a likelihood of the insurer becoming insolvent or that a reportable "event" has, to the principal representative's knowledge, occurred or is believed to have occurred. Examples of such a reportable "event" include failure by the insurer to comply substantially with a condition imposed upon the insurer by the BMA relating to a solvency margin or other ratio or a significant loss which is likely to cause the insurer to fail to comply with its ECR, as discussed below.

Public Disclosure

The Bermuda Insurance Act provides the BMA with powers to set standards on public disclosure. Using this power, the BMA requires all commercial insurers and insurance groups to prepare and publish a Financial Condition Report on their website. According to the BMA's guiding principles on public disclosure, an obligation to disclose exists only if it would not compromise competitive advantage and confidentiality. The BMA has discretion in granting exemptions.

Independent Approved Auditor

Insurers must appoint an independent auditor who will annually audit and report on the insurer's financial statements prepared under GAAP or IFRS ("Bermuda Financial Statements") and statutory financial returns, each of which are required to be filed annually with the BMA. The auditor must be approved by the BMA as the independent auditor of the insurer.

Approved Actuary

Long-term insurers must appoint an actuary approved by the BMA. In order to be approved, the actuary must be a member in good standing of either the Canadian Institute of Actuaries, the Casualty Actuarial Society, the Institute of Actuaries of Australia, the Institute and Faculty of Actuaries (for the United Kingdom ("UK")), the Society of Actuaries, the American Academy of Actuaries or a member of an actuarial body recognized by the BMA. Additionally, the actuary must be qualified to provide an opinion in accordance with the requirements of the Bermuda Insurance Act.

A Class E insurer is required to submit annually an opinion of its approved actuary with its capital and solvency return. The approved actuary's opinion must state, among other things, whether or not the aggregate amount of technical provisions shown in the statutory economic balance sheet as of the end of the relevant financial year (i) meets the requirements of the Bermuda Insurance Act and (ii) makes reasonable provision for the total technical provisions of the insurer under the terms of its insurance contracts and agreements.

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Non-insurance Business

Pursuant to an amendment to the Bermuda Insurance Act, after a grandfathered period ending on December 31, 2016, as a Class E insurer, ALRe will not be permitted to engage in non-insurance business unless that non-insurance business is ancillary to its core business. Non-insurance business means any business other than insurance business and includes carrying on investment business, managing an investment fund as operator, carrying on business as a fund administrator, carrying on banking business, underwriting debt or securities or otherwise engaging in investment banking, engaging in commercial or industrial activities and carrying on the business of management, sales or leasing of real property.

Annual Financial Statements and Annual Statutory Financial Return

Class E insurers must file annual Bermuda Financial Statements and statutory financial returns within four months of the end of each fiscal year. The Bermuda Insurance Act prescribes rules for the preparation and substance of statutory financial returns (which include, in statutory form, a balance sheet, income statement, a statement of capital and surplus and notes thereto). The statutory financial returns include detailed information and analysis regarding premiums, claims, reinsurance and investments of the insurer.

A Class E insurer is required to file with the BMA its Bermuda Financial Statements and a statutory financial return no later than four months after its financial year end (unless specifically extended). The statutory financial return includes, among other matters, a report of the approved independent auditor on the statutory financial returns of the insurer.

MMS, ECR and Restrictions on Dividends and Distributions

Class E insurers must at all times maintain an MMS and an ECR in accordance with the provisions of the Bermuda Insurance Act. Each year the insurer is required to file with the BMA a capital and solvency return within four months of its relevant financial year end (unless specifically extended). The Bermuda Insurance Act mandates certain actions and filings with the BMA if an insurer fails to meet and/or maintain its ECR or solvency margin including the filing of a written report detailing the circumstances giving rise to the failure and the manner and time within which the insurer intends to rectify the failure. An insurer is prohibited from declaring or paying a dividend if in breach of its ECR or solvency margin or if the declaration or payment of such dividend would cause such a breach. Where an insurer fails to meet its solvency margin on the last day of any financial year, it is prohibited from declaring or paying any dividends during the next financial year without the approval of the BMA. Under the Bermuda Insurance Act, ALRe is prohibited from paying a dividend in an amount exceeding 25% of the prior year's statutory capital and surplus, unless at least two members of ALRe's board of directors sign and submit to the BMA an affidavit attesting that a dividend in excess of this amount would not cause ALRe to fail to meet its relevant margins. In certain instances, ALRe would also be required to provide prior notice to the BMA in advance of the payment of dividends. In the event that such an affidavit is submitted to the BMA in accordance with the Bermuda Insurance Act, and further subject to ALRe meeting its MMS and ECR, ALRe is permitted to distribute up to the sum of 100% of statutory surplus and an amount less than 15% of statutory capital. Distributions in excess of this amount require the approval of the BMA. Further, ALRe must obtain the BMA's prior approval before reducing its total statutory capital as shown in its previous financial year statutory balance sheet by 15% or more. ALRe is also required to obtain a certification from its approved actuary prior to declaring or paying any dividends and such certificate will not be given unless the value of its long-term business assets exceeds its long-term business liabilities, as certified by its approved actuary, by the amount of the dividend and at least the MMS. These restrictions on declaring or paying dividends and distributions under the Bermuda Insurance Act are in addition to those under the Companies Act which apply to all Bermuda companies. See "Comparison of Shareholder Rights—Differences in Corporate Law—Dividends and Other Distributions."

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The MMS that a Class E insurer is required to maintain with respect to its long-term business is the greater of (i) \$8 million, (ii) 2% of the first \$500 million of assets plus 1.5% of assets above \$500 million (assets for this purpose are defined as the total assets reported in the insurer's statutory balance sheet on Line 15, Column C in the relevant year less the aggregate of the amounts held in a segregated account reported on Lines 13(b) and (c) Column C) or (iii) 25% of the ECR as reported at the end of the relevant year. We are well above each of these MMS requirements.

The BMA has embedded an EBS framework as part of the Capital and Solvency Return that will form the basis for an insurer's ECR. The premise underlying the EBS framework is the idea that assets and liabilities should be valued on a consistent economic basis. Under the Bermuda Regulatory Framework there are two solvency calculations: (i) a Class E Insurer must have total statutory capital and surplus as reported on the insurer's statutory balance sheet greater than the MMS calculated pursuant to the Insurance Account Rules 2016; and (ii) under the Insurance (Prudential Standards) (Class C, Class D and Class E Solvency Requirement) Rules 2011 an insurer is required to maintain available statutory economic capital and surplus to an amount that is equal to or exceeds the value of its ECR. Effective January 1, 2016, the method for preparing these statutory financial statements was amended, and in addition, the requirements and rules for preparing the Class E statutory EBS became effective. Prior to January 1, 2016, a Class E insurer's ECR and its total statutory capital and surplus were calculated using the company's statutory balance sheet. Following January 1, 2016, a Class E insurer's ECR and total statutory economic capital and surplus will be calculated using the Class E statutory EBS. The first filing due under this revised regulatory regime will be in 2017 for the year ended December 31, 2016.

A Class E insurer is required to maintain available statutory capital and surplus at a level equal to or in excess of its ECR which is established by reference to the Class E BSCR model. The BSCR model provides a method for determining an insurer's capital requirements (statutory capital and surplus) by taking into account the risk characteristics of different aspects of the insurer's business. The BSCR formula establishes capital requirements for fourteen categories of risk: fixed income investment risk, equity investment risk, long-term interest rate/liquidity risk, currency risk, concentration risk, credit risk, operational risk and seven categories of long-term insurance risk. For each category, the capital requirement is determined by applying factors to asset, premium, reserve, creditor, probable maximum loss and operation items, with higher factors applied to items with greater underlying risk and lower factors for less risky items.

ALRe's total statutory capital and surplus as of December 31, 2015 and December 31, 2014 measured under the regime prior to January 1, 2016 was 323% and 237%, respectively, of its ECR. As the first filing following the January 1, 2016 amendments is not due to be filed with the BMA until 2017 for the year ended December 31, 2016, ALRe does not have available its ECR under the new EBS framework; however, ALRe believes it will continue to exceed the regulatory requirements under the new EBS framework based on trial run submissions to the BMA.

While not specifically referred to in the Bermuda Insurance Act, TCL is also an important threshold for statutory capital and surplus. TCL is equal to 120% of ECR as calculated pursuant to the BSCR formula. TCL serves as an early warning tool for the BMA. If an insurer fails to maintain statutory capital at least equal to its TCL, such failure will likely result in increased regulatory oversight by the BMA.

A Class E insurer which at any time fails to meet its applicable ECR shall, upon becoming aware of such failure or upon having reason to believe that such a failure has occurred, immediately notify the BMA in writing. Within 14 days of such notification, such Class E insurer shall file with the BMA a written report containing particulars of the circumstances leading to the failure and a plan detailing the manner in which, and specific actions to be taken to, rectify the failure, and the time within which the Class E insurer intends to rectify the failure. Within 45 days of becoming aware of such failure, or of having reason to believe that such a failure has occurred, such Class E insurer shall furnish the BMA with (i) unaudited statutory economic balance sheets and unaudited interim statutory financial statements prepared in accordance with GAAP covering such period as the BMA may require; (ii) an opinion of the approved actuary in relation to total long-term business insurance technical provisions as set out in the statutory economic balance sheet, where applicable; (iii) a long-term business solvency certificate in respect of the financial statements; and (iv) a capital and solvency return reflecting an ECR prepared using post-failure data where applicable.

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All Bermuda companies must comply with the provisions of the Companies Act regulating the payment of dividends and making distributions from contributed surplus. A company may not declare or pay a dividend, or make a distribution out of contributed surplus, if there are reasonable grounds for believing that: (1) the company is, or would after the payment be, unable to pay its liabilities as they become due, or (2) the realizable value of the company's assets would thereby be less than its liabilities.

Eligible Capital

To enable the BMA to better assess the quality of the insurer's capital resources, a Class E insurer is required to disclose the makeup of its capital in accordance with the recently introduced '3-tiered capital system.' Under this system, all of the insurer's capital instruments will be classified as either basic or ancillary capital which in turn will be classified into one of three tiers based on their "loss absorbency" characteristics. Highest quality capital will be classified as Tier 1 Capital, lesser quality capital will be classified as either Tier 2 Capital or Tier 3 Capital. Under this regime, up to certain specified percentages of Tier 1, Tier 2 and Tier 3 Capital may be used to support the insurer's MMS, ECR and TCL. The Bermuda Insurance Act requires that Class E insurers have Tier 1 Capital equal to or greater than 50% of the value of its ECR and Tier 3 Capital of not more than 17.65% of the aggregate of its Tier 1 Capital and Tier 2 Capital.

The characteristics of the capital instruments that must be satisfied to qualify as Tier 1, Tier 2 and Tier 3 Capital are set out in the Insurance (Eligible Capital) Rules 2012, and any amendments thereto. Under these rules, Tier 1, Tier 2 and Tier 3 Capital may, until January 1, 2024, include capital instruments that do not satisfy the requirement that the instrument be non-redeemable or settled only with the issuance of an instrument of equal or higher quality upon a breach, or that the coupon payment on the instrument be cancellable or deferrable indefinitely, upon breach, or if it would cause a breach, of the ECR.

Where the BMA has previously approved the use of certain instruments for capital purposes, the BMA's consent will need to be obtained if such instruments are to remain eligible for use in satisfying the MMS and the ECR. We do not currently use any such instruments.

Code of Conduct

Every Bermuda registered insurer must comply with the Insurance Code of Conduct (the "Code of Conduct") which prescribes the duties and standards that must be complied with to ensure sound corporate governance, risk management and internal controls are implemented. The BMA will assess an insurer's compliance with the Code of Conduct in a proportionate manner relative to the nature, scale and complexity of its business. Failure to comply with the requirements of the Code of Conduct will be taken into account by the BMA in determining whether an insurer is conducting its business in a sound and prudent manner as prescribed by the Bermuda Insurance Act and may result in the BMA exercising its powers of intervention and investigation (see below) and, in the case of ALRe, as a Class E insurer, will be a factor in calculating the operational risk charge under the insurer's BSCR or approved internal model.

Fit and Proper Controllers

The BMA maintains supervision over the "controllers" of all registered insurers in Bermuda. For these purposes, a "controller" includes (1) the managing director of the registered insurer or its parent company, (2) the chief executive of the registered insurer or of its parent company, (3) a shareholder controller, and (4) any person in accordance with whose directions or instructions the directors of the registered insurer or its parent company are accustomed to act.

The definition of shareholder controller is set out in the Bermuda Insurance Act but generally refers to (1) a person who holds 10% or more of the shares carrying rights to vote at a shareholders' meeting of the registered insurer or its parent company, (2) a person who is entitled to exercise 10% or more of the voting power at any

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shareholders' meeting of such registered insurer or its parent company or (3) a person who is able to exercise significant influence over the management of the registered insurer or its parent company by virtue of its shareholding or its entitlement to exercise, or control the exercise of, the voting power at any shareholders' meeting.

A shareholder controller that owns 10% or more but less than 20% of the shares as described above is defined as a 10% shareholder controller; a shareholder controller that owns 20% or more but less than 33% of the shares as described above is defined as a 20% shareholder controller; a shareholder controller that owns 33% or more but less than 50% of the shares as described above is defined as a 33% shareholder controller; and a shareholder controller that owns 50% or more of the shares as described above is defined as a 50% shareholder controller.

Where the shares of a registered insurer, or the shares of its parent company, are traded on a recognized stock exchange, and such shareholder becomes a 10%, 20%, 33% or 50% shareholder controller of the insurer, that shareholder shall, within 45 days, notify the BMA in writing that such shareholder has become, or as a result of a disposition ceased to be, a controller of any such category.

Under our bye-laws, we have imposed restrictions on the ownership by holders (other than the Apollo Group) controlling more than 9.9% of the voting power associated with our common shares. The voting rights exercisable by shareholders of the company other than the Apollo Group will be limited so that Control Groups are not deemed to hold more than 9.9% of the total voting power conferred by our shares. In addition, our board of directors retains certain discretion to make adjustments to the aggregate number of votes attaching to the shares of any person or group that they consider fair and reasonable in all the circumstances to ensure that such person or group will not hold more than 9.9% of the total voting power represented by our then outstanding shares. As such, other than the Apollo Group (at the 33% to 50% shareholder controller level), no shareholder will be a shareholder controller of us.

Where the shares of a shareholder or prospective shareholder of an insurer, or the shares of its parent company, are not traded on a recognized stock exchange, the Bermuda Insurance Act prohibits such shareholder from becoming a shareholder controller unless such shareholder has first served on the BMA notice in writing stating that such shareholder intends to become such a controller and the BMA has either, before the end of 45 days following the date of notification, provided notice to the proposed controller that it does not object to such shareholder becoming such a controller or the full 45 days has elapsed without the BMA filing an objection. If a shareholder controller intends to reduce or dispose of shares and as a result will cease to be a shareholder controller of any such category, such shareholder controller must notify the BMA in writing of its intent to reduce or dispose of such holding.

Any person or entity who contravenes the Bermuda Insurance Act by failing to give notice or knowingly becoming a controller of any description before the required 45 days has elapsed is guilty of an offense under Bermuda law and liable to a fine of \$25,000 on summary conviction.

The BMA may file a notice of objection to any person or entity who has become a controller of any description where it appears that such person or entity is not, or is no longer, fit and proper to be a controller of the registered insurer. Before issuing a notice of objection, the BMA is required to serve upon the person or entity concerned a preliminary written notice stating the BMA's intention to issue formal notice of objection. Upon receipt of the preliminary written notice, the person or entity served may, within 28 days, file written representations with the BMA which shall be taken into account by the BMA in making its final determination. Any person or entity who continues to be a controller of any description after having received a notice of objection is guilty of an offense and liable on summary conviction to a fine of \$25,000 (and a continuing fine of \$500 per day for each day that the offense is continuing) or, if convicted on indictment, to a fine of \$100,000 and/or 2 years in prison.

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Notice of Change of Controllers and Officers

All registered insurers are required to give written notice to the BMA of the fact that a person has become, or ceased to be, a controller or officer of the registered insurer within 45 days of becoming aware of such fact. An officer in relation to a registered insurer means a director, chief executive or senior executive performing duties of underwriting, actuarial, risk management, compliance, internal audit, finance or investment matters.

Notification of Material Changes

All registered insurers are required to give notice to the BMA of their intention to effect a material change within the meaning of the Bermuda Insurance Act. For the purposes of the Bermuda Insurance Act, the following changes are material: (1) the transfer or acquisition of insurance business, including portfolio transfers or corporate restructurings, pursuant to a court-approved scheme of arrangement under Section 25 of the Bermuda Insurance Act or Section 99 of the Companies Act, (2) the amalgamation with or acquisition of another firm, (3) engaging in unaffiliated, third-party business that is retail business, (4) the acquisition of a controlling interest in an undertaking that is engaged in non-insurance business which offers services and products to persons who are not affiliates of the insurer, (5) outsourcing Chief Executive Officer or senior executive functions, or all or substantially all of the company's actuarial, risk management and internal audit functions, (6) outsourcing all or a material part of an insurer's underwriting activity, (7) the transfer other than by way of reinsurance of all or substantially all of a line of business, and (8) the expansion into a material new line of business.

As a registered insurer, ALRe may not take any steps to give effect to such a material change unless it has first served notice on the BMA that it intends to effect such material change and before the end of 30 days, either the BMA has notified ALRe in writing that it has no objection to such change or that period has lapsed without the BMA having issued a notice of objection.

Before issuing a notice of objection, the BMA would be required to serve upon ALRe a preliminary written notice stating the BMA's intention to issue formal notice of objection. Upon receipt of the preliminary written notice, ALRe could, within 28 days, file written representations with the BMA which the BMA would be required to take into account in making its final determination.

Supervision, Investigation and Intervention

The BMA may appoint an inspector with powers to investigate the affairs of an insurer if the BMA believes that an investigation is required in the interests of the insurer's policyholders or potential policyholders. In order to verify or supplement information otherwise provided to the inspector, the BMA may direct an insurer to produce documents or information relating to matters connected with its business.

If it appears to the BMA that there is a risk of an insurer becoming insolvent, or that it is in breach of the Bermuda Insurance Act or any conditions imposed upon its registration, the BMA may, among other things, direct the insurer (1) not to take on any new insurance business, (2) not to vary any insurance contract if the effect would be to increase its liabilities, (3) not to make certain investments, (4) to realize certain investments, (5) to maintain or transfer to the custody of a specified bank, certain assets, (6) not to declare or pay any dividends or other distributions or to restrict the making of such payments, (7) to limit its premium income, (8) not to enter into any specified transaction with any specified persons or persons of a specified class, (9) to provide such written particulars relating to the financial circumstances of the insurer as the BMA thinks fit, (10) to obtain the opinion of an actuary loss reserve specialist and to submit it to the BMA, and (11) to remove a controller or officer.

Group Supervision

The BMA may, in respect of an insurance group, determine whether it is appropriate for it to act as its group supervisor. An insurance group is defined as a group of companies that conducts exclusively, or mainly, insurance business. The BMA may make such determination where it ascertains that (1) the group is headed by a

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“specified insurer” (that is to say, it is headed by either a Class 3A, Class 3B or Class 4 general business insurer or a Class C, Class D or Class E long-term insurer or another class of insurer designated by order of the BMA); or (2) where the insurance group is not headed by a “specified insurer,” where it is headed by a parent company which is incorporated in Bermuda or (3) where the parent company of the group is not a Bermuda company, in circumstances where the BMA is satisfied that the insurance group is directed and managed from Bermuda or the insurer with the largest balance sheet total is a specified insurer.

Where the BMA determines that it should act as the group supervisor, it shall designate a specified insurer that is a member of the insurance group to be the designated insurer (the “Designated Insurer”) and it shall give to the Designated Insurer and other competent authorities written notice of its intention to act as group supervisor. Once the BMA has been designated as group supervisor, the Designated Insurer must ensure that an approved group actuary is appointed to provide an opinion as to the adequacy of the insurance group’s insurance reserves as reported in its group statutory financial returns.

Pursuant to its powers under the Bermuda Insurance Act, the BMA will maintain a register of particulars for every insurance group for which it acts as the group supervisor detailing, among other things, the names and addresses of the Designated Insurer, each member company of the insurance group falling within the scope of group supervision, the principal representative of the insurance group in Bermuda, other competent authorities supervising other member companies of the insurance group, and the insurance group auditors. The Designated Insurer must notify the BMA of any changes to the above details entered on the register of an insurance group.

As group supervisor, the BMA will perform a number of supervisory functions including (1) coordinating the gathering and dissemination of information which is of importance for the supervisory task of other competent authorities, (2) carrying out a supervisory review and assessment of the insurance group, (3) carrying out an assessment of the insurance group’s compliance with the rules on solvency, risk concentration, intra-group transactions and good governance procedures, (4) planning and coordinating, with other competent authorities, supervisory activities in respect of the insurance group, both as a going concern and in emergency situations, (5) coordinating any enforcement action that may need to be taken against the insurance group or any of its members and (6) planning and coordinating meetings of colleges of supervisors (consisting of insurance regulators) in order to facilitate the carrying out of the functions described above.

In carrying out its functions, the BMA may make rules for (1) assessing the financial situation and the solvency position of the insurance group and/or its members and (2) regulating intra-group transactions, risk concentration, governance procedures, risk management and regulatory reporting and disclosure.

The BMA has not yet designated any long-term life reinsurers, such as ALRe, for group supervision, accordingly, we are not currently subject to group supervision. The BMA may, however, exercise its authority to act as our group supervisor in the future.

Disclosure of Information

In addition to powers under the Bermuda Insurance Act to investigate the affairs of an insurer, the BMA may require certain information from an insurer (or certain other persons) to be produced to the BMA. Further, the BMA has been given powers to assist other regulatory authorities, including foreign insurance regulatory authorities, with their investigations involving insurance and reinsurance companies in Bermuda but subject to restrictions. For example, the BMA must be satisfied that the assistance being requested is in connection with the discharge of regulatory responsibilities of the foreign regulatory authority. Further, the BMA must consider whether cooperation is in the public interest. The grounds for disclosure are limited and the Bermuda Insurance Act provides for sanctions for breach of the statutory duty of confidentiality.

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Certain Other Bermuda Law Considerations

All Bermuda “exempted companies” are exempt from certain Bermuda laws restricting the percentage of share capital that may be held by non-Bermudians. However, exempted companies may not participate in certain business transactions, including (1) the acquisition or holding of land in Bermuda except that which is required for their business and held by way of lease or tenancy for terms of not more than 50 years or, with the consent of the Minister, land which is used to provide accommodation or recreational facilities for officers and employees for a term not exceeding 21 years, (2) the taking of mortgages on land in Bermuda to secure an amount in excess of \$50,000 without the consent of the Minister, (3) the acquisition of any bonds or debentures secured by any land in Bermuda, other than certain types of Bermuda government securities or securities issued by Bermuda public authorities or (4) the carrying on of business of any kind in Bermuda, except in furtherance of the business carried on outside Bermuda or under license granted by the Minister. Generally it is not permitted without a special license granted by the Minister to insure Bermuda domestic risks or risks of persons of, in or based in Bermuda.

Germany

The following paragraphs outline the most relevant legal provisions applicable to our German business and our Luxembourg subsidiary.

Basic Legal Framework

Our German Group Companies licensed as insurers are subject to the relevant laws and regulation applicable to insurers in Germany. Our German Group Companies acting as insurance holding companies are subject to the relevant laws and regulations applicable to insurance holding companies in Germany. The relevant laws include the VAG, which constitutes the basic regulatory framework for operating an insurance business in Germany and which also includes a limited set of provisions that apply to insurance holding companies. The VAG is supplemented by various ordinances implemented by the German Ministry of Finance (*Bundesministerium der Finanzen*) and/or BaFin which regulate and mandate, among other things, eligibility criteria for investments, policyholder participation in income, accounting principles, corporate governance requirements, regulatory capital and reporting of insurance undertakings. The relevant insurance contracts are governed by the Insurance Contracts Act (*Versicherungsvertragsgesetz*) and the German Civil Code (*Bürgerliches Gesetzbuch*) and further specific consumer protection laws, data protection requirements and anti-money-laundering requirements.

Profit Sharing and Dividend Restriction

German insurance law provides that policyholders participate in the income of the insurance undertaking unless explicitly excluded in the contracts (which is not the case for the portfolio of our German Group Companies). In particular, the minimum transfer ordinance (“MindZV”) provides for a minimum profit participation in the amount of 90% of the investment result, 90% of the insurance result and 50% of the other results of the insurance undertaking. Additionally, on maturity policyholders are entitled to 50% of the unrealized capital gains (*Bewertungsreserven*), which are hidden reserves which have not yet materialized from an accounting perspective. Unrealized gains on fixed-interest investments and interest-rate hedges only participate in excess of a certain safety requirement (*Sicherungsbedarf*) necessary to ensure payment of the guaranteed interest.

Distribution of dividends by insurance undertakings is only permitted in excess of a safety requirement, which is an amount that is necessary in order to secure the payment of the insurer’s liabilities in case the guaranteed interest is above a certain reference rate (based on a zero-coupon euro swap with a maturity of ten years).

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BaFin and EIOPA

Our German Group Companies are subject to supervision by BaFin, which is the central financial regulatory authority for Germany. As part of an enhanced system of financial markets regulation in Europe, EIOPA has been set up as a regulatory authority on the European level. EIOPA has certain powers in relation to the Solvency II regime, including issuing guidelines interpreting Solvency II which are addressed to the national supervisory authorities. It cannot be predicted how EIOPA intends to apply its powers in practice and whether the new authority will result in more intrusive and intensive regulation, adding additional burdens to our resources.

Solvency II

The EC has implemented a new prudential framework for insurance companies, known as Solvency II, that replaced the previous life, non-life, reinsurance and insurance group's directives in Europe from 2016 onwards. Solvency II uses a more principle- and risk-based approach.

Solvency II is set up based on a four-level legislative process. The "Level 1" directive, dated November 25, 2009, as amended by the proposed Omnibus II Directive, sets out a framework which is supplemented by the more detailed Commission Delegated Regulation (EU) 2015/35 ("Solvency II Delegated Regulation") and implementing measures as issued by the EC at "Level 2" and technical standards, which are directly applicable in Germany. "Level 3" consists of standards and guidance developed by EIOPA and at "Level 4," the EC monitors uniform implementation of the rules.

Insurance undertakings to which Solvency II applies, including ALV, have become subject to changes with regard to solvency capital and own funds requirements, the valuation of assets and liabilities, provisions concerning business organization (governance) and reporting and disclosure requirements.

Solvency II further provides for the supervision of insurance groups and imposes a group-level capital requirement in relation to certain insurance groups.

In Germany, the relevant regulatory changes triggered by Solvency II are implemented via a restatement of the VAG, which was enacted in April 2015 and became effective on January 1, 2016.

Credit for Reinsurance Ceded

Whereas under the previous regime, the reduction for ceded reinsurance was a fixed function based on the primary insurer's liabilities, Solvency II implements a risk-based approach pursuant to which insurance undertakings have to take into account their own risk profile in determining their solvency requirements. Under Solvency II, capital charges for ceded reinsurance thus depends on a variety of factors, including in particular the financial strength of the reinsurer, spread, rating and the number of reinsurers employed by the primary insurer.

Capital Requirements

Under the Solvency II regime, MCR, as well as SCR, are imposed. As of 2016, our German Group Companies licensed as insurance undertakings are obliged to meet these requirements in order to be able to fulfill, subject to a certain confidence level of 99.5%, in case of the SCR, or 85%, in case of the MCR, over a one-year period, all obligations arising from existing business as well as the new business expected to be written over the following 12 months. Failure to maintain adequate capital levels may result in regulatory action by BaFin.

Regulation of Investments

Our German Group Companies are subject to certain regulatory provisions on eligible investments, including the prudent person principle under Solvency II.

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Consumer Protection Laws

The German insurance law is strongly focused on protection of policyholders. Various specific rights, including cancellation rights, are granted to policyholders, aimed in particular at protecting their right of due information and transparency. As a general tendency, courts (the European Court of Justice as well as national German courts) tend to strengthen the policyholders' position vis-à-vis insurance undertakings.

Privacy Regulation

As to our German Group Companies, personal data of customers is collected, processed and used in Germany. As a consequence, German data protection laws apply which are considered to be rather strict in comparison to U.S. data protection laws. In general, the Federal German Data Protection Act (*Bundesdatenschutzgesetz*) requires either consent of the respective customer or statutory permission in order to collect, process and/or use personal data of customers (further requirements apply to the processing of health data). Furthermore, under the German Criminal Act (*Strafgesetzbuch*), employees of private health, accident or life insurance companies are subject to statutory confidentiality obligations. A transfer to a reinsurer or other third party of customer data falling under such insurance categories generally requires consent of the respective customer.

Luxembourg Regulation

Our Luxembourg subsidiary is subject to supervision by the CSSF and Luxembourg regulation for management companies of investment funds. We do not believe that our Luxembourg subsidiary is governed by the directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 on Alternative Investment Fund Managers and it is currently registered accordingly with the CSSF on the basis of a self-assessment. In the absence of a final decision by the relevant Luxembourg authorities, and subject to any policy changes and changes in circumstances on which the self-assessment is based, namely regarding the holding and investment structure, we cannot exclude the risk of our Luxembourg subsidiary qualifying as an Alternative Investment Fund Manager. Such a determination would require an enhanced administration, organization and financing of our Luxembourg subsidiary. The Luxembourg investment fund managed by our Luxembourg subsidiary is regulated as a specialized investment fund under Luxembourg law and thus is also subject to legislative and/or regulatory developments, which may impact the position and performance of our Luxembourg subsidiary.

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MANAGEMENT

Below is a list of the names and ages, as of September 30, 2016, of our directors and executive officers and a description of the business experience of each of them.

Name	Age	Position
James R. Belardi	59	Chairman, Chief Executive Officer and Chief Investment Officer
William J. Wheeler	55	President
Grant Kvalheim	60	Chief Executive Officer – Athene USA
Martin P. Klein	57	Executive Vice President and Chief Financial Officer
Frank L. Gillis	65	Chief Executive Officer – ALRe
John Rhodes	44	Executive Vice President and Chief Risk Officer
Marc Beilinson	58	Director*
Robert Borden	53	Director*
Mark Cutis	63	Director*
Ahmed Ghubash	47	Director*
Brian Leach†	57	Director
Gernot Lohr	47	Director
H. Carl McCall†	80	Director*
Matthew R. Michelini	34	Director
Jerome Mourgue d'Algue	45	Director*
Dr. Manfred Puffer	53	Director
Marc Rowan	54	Director
Lawrence J. Ruisi	68	Director*
Imran Siddiqui	42	Director
Hope Scheffler Taitz	52	Director*
Arthur Wrubel†	51	Director*

*Independent director for purposes of the NYSE corporate governance listing requirements.

† These directors have been appointed subject to being nominated and elected by shareholders at the next annual general meeting to take place in 2017.

Executive Officers

James R. Belardi has served as our Chairman and Chief Executive Officer and Chief Investment Officer since May 2009. In addition, Mr. Belardi is the Chairman, Chief Executive Officer and Chief Investment Officer of AAM, our investment manager. He is a member of our executive committee. Mr. Belardi is responsible for our overall strategic direction and management in his capacity as Chief Executive Officer and is responsible for the day-to-day management of our investment portfolio in his capacity as Chief Investment Officer. Prior to founding our company and AAM, Mr. Belardi was President of SunAmerica Life Insurance Company and was also Executive Vice President and Chief Investment Officer of AIG Retirement Services, Inc., where he had responsibility for an invested-asset portfolio of \$250 billion. Mr. Belardi has a Bachelor of Arts degree in economics from Stanford University and a Master of Business Administration from the University of California, Los Angeles. He currently serves on the board of directors of Paulist Productions, where he chairs the investment committee, and Southern California Aquatics. Mr. Belardi was selected to serve on our board of directors as a result of his demonstrated track record in and deep knowledge of the financial services business, including having founded both our company and AAM, and his extensive experience in the insurance industry.

William J. Wheeler has served as our President since September 2015. Together with Mr. Belardi, Mr. Wheeler is responsible for our overall strategic direction. In particular, Mr. Wheeler oversees all of our business units, which includes our retail, reinsurance and German operations, and also our corporate development and risk activities. Prior to joining our company, Mr. Wheeler was President of the Americas group for MetLife Inc. (“MetLife”) where he oversaw the insurance and retirement business in the United States and Latin America. During his seventeen-year tenure at MetLife, Mr. Wheeler assumed various executive positions, including Executive Vice President and Chief Financial Officer. In addition, Mr. Wheeler served as Treasurer for MetLife, playing a key role in preparing MetLife to become a public company. Prior to joining MetLife, Mr. Wheeler was

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an investment banker at Donaldson, Lufkin & Jenrette. Mr. Wheeler has a Bachelor of Arts degree in English from Wabash College and a Master of Business Administration from Harvard Business School. He currently serves on the board of Evercore Partners Inc.

Grant Kvalheim has served as the Chief Executive Officer of Athene USA since June 2015 and served as our President from January 2011 until September 2015, served as the Chief Financial Officer from January 2011 until April 2013 and served as a director from January 2012 until February 2014. Mr. Kvalheim is responsible for the oversight of our U.S. operating companies with a focus on our retail annuity channel, including growth initiatives and new product development. Prior to joining our company, Mr. Kvalheim was a senior executive of Barclays Capital (“Barclays”) from early 2001 to the end of 2007, becoming Co-President in September 2005. During his time at Barclays he converted a European cash investment grade business into a leading global cash and derivatives business across both securitized and non-securitized credit products, and significantly expanded Barclays’ investment banking platform. Prior to joining Barclays, Mr. Kvalheim held senior executive positions in the investment banks of Deutsche Bank and Merrill Lynch. Mr. Kvalheim has a Bachelor of Arts degree in economics from Claremont McKenna College and a Master of Business Administration in finance from the University of Chicago. He served on the board of directors of the Permal Silk Road Fund from June 2008 to November 2012. He currently serves on the advisory board of Independence Equity.

Martin P. Klein has served as our Executive Vice President and Chief Financial Officer since November 2015. Mr. Klein also serves as a director of AADE. Mr. Klein is responsible for overseeing our financial management, including our enterprise finance, tax, actuarial and internal audit functions. He also helps to develop and execute strategic operating decisions across our company. Prior to joining our company, Mr. Klein served as Executive Vice President and Chief Financial Officer of Genworth Financial, Inc. (“Genworth”) from February 2013 to October 2015. Prior to that, he was Senior Vice President—Chief Financial Officer of Genworth from May 2011 to February 2013, and from May 2012 through December 2012, he also served as Genworth’s Acting President and Acting Chief Executive Officer. Prior to joining Genworth, Mr. Klein served as a Managing Director and Senior Relationship Manager of Barclays, after its acquisition of the U.S. operations of Lehman Brothers Holdings, Inc. (“Lehman Brothers”) in 2008. At Lehman Brothers, Mr. Klein served as a Managing Director and from 1998 to 2008 was the head of the Insurance Solutions Groups, and also founded and ran the Pension Solutions Group. Prior to Lehman Brothers, Mr. Klein had been with Zurich Insurance Group from 1994 to 1998 and was a Managing Director of Zurich Investment Management. Prior to Zurich, Mr. Klein served in finance and actuarial roles in other insurance organizations. Mr. Klein is a Fellow of the Society of Actuaries and a Chartered Financial Analyst. He received his Bachelor of Arts in mathematics and business administration from Hope College and a Master of Science in statistical and actuarial sciences from University of Iowa.

Frank L. Gillis is a founder of our company and served on our board of directors from May 2009 to February 2014. Mr. Gillis has served as Chief Executive Officer of ALRe since June 2009 and serves as a director of ALRe. Mr. Gillis is responsible for our growth through our reinsurance channel and is responsible for the oversight of ALRe. Prior to founding our company, Mr. Gillis was a Senior Managing Director at Bear Stearns & Co. Inc. (“Bear Stearns”) and was the head of the Bear Stearns Insurance Solutions Group. In this position, he led Bear Stearns’ entry into the funding agreement-backed note business and created the turn-key Premium Asset Trust Series. Prior to Bear Stearns, Mr. Gillis spent over three years at GenRe Financial Products providing ALM hedging solutions to U.S. life insurance companies. Mr. Gillis has a Bachelor of Arts in English from the University of Richmond.

John Rhodes has served as our Executive Vice President and Chief Risk Officer since August 2016. Mr. Rhodes is responsible for overseeing our enterprise risk management functions, as well as providing key support in connection with strategic operating decisions across our company. Prior to joining our company, Mr. Rhodes was the Chief Risk Officer of Allstate from 2015 to 2016. Prior to joining Allstate, Mr. Rhodes was the Chief Risk Officer of Lincoln Financial Group from 2012 to 2015. Prior to that he served as the Head of Equity Risk Management at Lincoln Financial Group from 2009 to 2012. Prior to joining Lincoln Financial Group, Mr. Rhodes was the Head of Hedging Operations and Performance Management at ING US Financial Services

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from 2006 to 2009. From 1999 to 2006, Mr. Rhodes served in a variety of roles at JPMorgan Chase and GE Capital focusing primarily on market risk and valuation. Mr. Rhodes also served in the U.S. Navy as a commissioned officer. Mr. Rhodes received a Bachelor of Science degree in oceanography from the United States Naval Academy and a Master of Business Administration from New York University, Leonard Stern School of Business.

Directors

We believe our board of directors should be composed of a diverse group of individuals with sophistication and experience in many substantive areas that impact our business. We believe experience, qualifications and skills in the following areas are most important: insurance industry; accounting, finance, and capital structure; strategic planning and leadership of complex organizations; legal/regulatory and government affairs; personnel management; and board practices of other major corporations. We believe that all of our current board members possess the professional and personal qualifications necessary for service on our board, and have highlighted particularly noteworthy attributes for each board member in the individual biographies below, or above in the case of our Chairman and Chief Executive Officer.

Marc Beilinson has served as a director of our company since 2013, and is a member of our compensation and conflicts committees. Since August 2011, Mr. Beilinson has been the Managing Partner of Beilinson Advisory Group, a financial restructuring and hospitality advisory group that specializes in assisting distressed companies. Mr. Beilinson previously served as Chief Restructuring Officer of Fisker Automotive and as Chief Restructuring Officer and Chief Executive Officer of Eagle Hospitality Properties Trust, Inc. and Innkeepers USA Trust. Mr. Beilinson currently serves on the boards of directors and audit committees of MFG Assurance Company Limited and Caesars Acquisition Company. Mr. Beilinson has previously served on the boards of directors and audit committees of a number of public and privately held companies, including Wyndham International, Inc., Apollo Commercial Real Estate Finance, Inc. (“ARF”), Innkeepers USA Trust and JER/Jameson Properties LLC. Mr. Beilinson has a Bachelor of Arts in political science from the University of California, Los Angeles and a Juris Doctor from the University of California Davis Law School. Mr. Beilinson was selected to serve on our board of directors as a result of having over thirty years of service to the boards of both public and private companies, and his extensive knowledge of legal and compliance issues, including the Sarbanes-Oxley Act of 2002.

Robert Borden has served as a director of our company and our company’s subsidiary, ALRe, since 2010, and is a member of our risk and conflicts committees. Mr. Borden is Managing Partner and Chief Investment Officer of Delegate Advisors, LLC. From April 2006 to January 2012, Mr. Borden served as the Chief Executive Officer and Chief Investment Officer of the South Carolina Retirement System Investment Commission (“SCRSIC”), which is responsible for investing and managing all assets of the South Carolina Retirement Systems. Prior to his role at SCRSIC, Mr. Borden served as the Executive Director and Chief Investment Officer of the Louisiana State Employees Retirement System, where he was responsible for investment management, benefits administration, finance and operations. Mr. Borden has also served as Vice Chairman and Chairman of the Fund Evaluation Committee for the Louisiana Deferred Compensation Commission and as a member of the South Carolina Deferred Compensation Committee. Prior to that, Mr. Borden served as Treasurer and Senior Manager for Financial Services at the Texas Workers’ Compensation Insurance Fund after serving as VP of Treasury and Interest Rate Risk Manager at Franklin Federal Bancorp. Mr. Borden has a Bachelor of Business Administration with a major in finance from the University of Texas at Austin and received a Master of Science degree in finance from Louisiana State University. Mr. Borden holds both the Chartered Financial Analyst and Chartered Alternative Investment Analyst professional designations. Mr. Borden was selected to serve on our board of directors as a result of his extensive experience in leadership positions, and in particular, his experiences as Chief Executive Officer and Chief Investment Officer at several companies.

Mark Cutis has served as a director of our company since 2011, and is a member of our conflicts and risk committees. Since March 2008, Mr. Cutis has been the Chief Investment Officer for the Global Special Solutions

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group at Abu Dhabi Investment Council (“ADIC”), a sovereign wealth fund. Prior to ADIC, Mr. Cutis held a number of executive positions with prominent financial institutions including Shinsei Bank in Tokyo, European Bank for Reconstruction and Development in London and Merrill Lynch in New York. Mr. Cutis currently serves on the boards of directors of New Age, an African oil and gas group, Maybrooke Holdings, a property and catastrophe reinsurance company, MidCap FinCo Holdings Limited (“MidCap Holdings”), OilServ, an Iraqi oil service group, Altico Capital India, an Indian non-bank lending company to the residential construction sector and Shiba Daimon Holding, a Japanese commercial real estate operation company. Mr. Cutis has a Bachelor of Arts in economics from Emory University, where he was elected to Phi Beta Kappa and a Master of Business Administration from the Wharton School of Business. Mr. Cutis was selected to serve on our board of directors because of his experience in a broad array of investment activities across a variety of financial institutions ranging from investment banks to commercial banks as well as fund managers and multilateral institutions.

Ahmed Ghubash has served as a director of our company since 2013, and is a member of our conflicts and compensation committees. Mr. Ghubash is Head of European Fund Investments at the Abu Dhabi Investment Authority (“ADIA”), where he has worked since May 1995. He also represents ADIA on the advisory boards of certain funds in Europe. Mr. Ghubash has a Bachelor’s degree from Central State University and a Master of Business Administration from the University of Dayton. Mr. Ghubash was selected to serve on our board of directors as a result of his broad investment experience.

Brian Leach was appointed as a director of our company in August 2016, and is a member of our risk and audit committees. From 2013 to 2015, Mr. Leach served as Head of Franchise Risk & Strategy at Citigroup with responsibility for managing all of Citibank’s global risk, audit, compliance and strategy. From 2008 to 2012, Mr. Leach served as the Chief Risk Officer of Citibank. In 2005, Mr. Leach, together with several former colleagues from Morgan Stanley, formed Old Lane and from 2005 to 2008, Mr. Leach served as Old Lane’s co-Chief Operating Officer and Chief Risk Officer. Prior to that, Mr. Leach worked his entire post-graduate career at Morgan Stanley encompassing running a successful proprietary trading business and culminating as the Risk Manager of the Institutional Securities Business reporting directly to its President. During his time with Morgan Stanley, Mr. Leach was seconded to Long-Term Capital Management (“LTCM”) for approximately one year. During that time, he was one of six managers selected by a consortium of 14 global financial institutions to manage the liquidation of LTCM. Mr. Leach has a Bachelor of Arts degree in economics from Brown University and a Master of Business Administration from Harvard Business School. Mr. Leach has been awarded Risk Manager of the Year on two separate occasions: the first by Risk Magazine for his work in restructuring the hedge fund LTCM and the second by the Global Association of Risk Professionals for his work in restructuring Citigroup after the global financial crisis. Mr. Leach was selected to serve on our board of directors as a result of his extensive experience in risk management.

Gernot Lohr has served as a director of our company since 2009. Mr. Lohr has served as a director of AAM, our investment manager, since 2009. Mr. Lohr is a Senior Partner at Apollo, which he joined in May 2007. Prior to joining Apollo, Mr. Lohr was a founding partner at Infinity Point LLC, Apollo’s joint venture partner for the financial services industry since 2005. Before that time, Mr. Lohr spent eight years in financial services investment banking at Goldman, Sachs & Co. in New York and also worked at McKinsey & Company and B. Metzler Corporate Finance in Frankfurt. Currently, Mr. Lohr serves on the board of directors of the general partner of AP Alternative Assets, AAA MIP Limited, Amissima Assicurazioni (formerly Carige Assicurazioni), Bremer Kreditbank Aktiengesellschaft, Catalina Holdings and Tranquilidade. Mr. Lohr has a joint Master’s Degree in economics and engineering from the University of Karlsruhe, Germany, and received a Master of Business Administration from the MIT Sloan School of Management. Mr. Lohr was selected to serve on our board of directors as a result of his extensive experience in the financial services sector.

H. Carl McCall was appointed as a director of our company in August 2016, and is a member of our nominating and corporate governance and compensation committees. Since October 2011, Mr. McCall has served as the Chairman of the Board of Trustees of the State University of New York. From 2002 to 2015, Mr. McCall served as a board member or trustee of several organizations, including Ariel Investment, Tyco

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International, New Plan Realty Corporation and the New York Stock Exchange. From 2004, Mr. McCall served as a principal of Covenant Capital, LLC. From 1993 to 2002, Mr. McCall served as the Comptroller of the State of New York. From 1991 to 1993, Mr. McCall served as the President of the New York City Board of Education. From 1986 to 1991, Mr. McCall served as Commissioner of the Port Authority of New York and New Jersey. From 1985 to 1993, Mr. McCall served as a Vice President of Citicorp, Inc. From 1975 to 1980, Mr. McCall served as a state senator of New York. From 1973 to 1975, Mr. McCall served as executive director of the Florence and John Schuman Foundation. Mr. McCall received a Bachelor of Arts degree in government from Dartmouth College and a Masters of Arts from Andover Newton Theological Seminary. Mr. McCall was selected to serve on our board of directors as a result of his extensive leadership experience in various sectors, and his experience serving on the boards of a number public and private companies.

Matthew R. Michelini has served as a director of our company and certain of our subsidiaries since 2010, and is a member of our executive, nominating and corporate governance and risk committees. Mr. Michelini serves as a director of AAM, our investment manager. Mr. Michelini is a Partner at Apollo. He joined Apollo in 2006. Mr. Michelini serves on the board of directors of Aleris International Inc. and previously served on the boards of Metals USA Holdings (formerly NYSE listed under “MUSA”) and Noranda Aluminum Holding Corporation (formerly NYSE listed under “NOR”). At Apollo, Mr. Michelini has executed deals across the world including in North America, Europe, and Asia. Prior to joining Apollo, Mr. Michelini was a member of the Mergers & Acquisitions group at Lazard Frères & Co., from 2004 to 2006. Mr. Michelini is actively involved in various charities dedicated to helping underprivileged children in New York City. Mr. Michelini graduated from Princeton University with a Bachelor of Science degree in mathematics and a Certificate in Finance and received his Master of Business Administration from Columbia University. Mr. Michelini was selected to serve on our board of directors as a result of his extensive experience in the financial services sector.

Jerome Mourgue d’Algue has served as a director of our company since 2013, and is a member of our risk committee. Mr. Mourgue d’Algue is a senior portfolio manager in the principal investment group of ADIA’s Private Equities Department, which he joined in June 2012. Prior to joining ADIA, he was a partner at Englefield Capital LLP, a London-based private equity firm, for nine years, a Vice President at Morgan Stanley Capital Partners, and also worked at McKinsey & Co. and in the insurance business of AXA Group. Mr. Mourgue d’Algue has a Bachelor of Arts in business and administration from ESSEC (France) and a Master of Business Administration from the Wharton School of Business. Mr. Mourgue d’Algue was selected to serve on our board of directors as a result of his extensive experience in the financial services sector.

Dr. Manfred Puffer has served as a director of our company since 2012, and is the chair of our risk committee. Dr. Puffer has served as a Senior Advisor to Apollo since October 2008. From 2006 to 2008, Dr. Puffer was a senior managing director in the Financial Institutions Group of Bear Stearns International, Head of Germany, Austria and Eastern Europe and a Member of the European Executive Committee. From 2002 to 2005, Dr. Puffer was a member of the managing board of WestLB AG and Head of the Investment Bank, Fixed Income, Equities and Structured Finance. Currently, Dr. Puffer is a member of the supervisory board of Infineon Technologies AG. Dr. Puffer holds a Ph.D. and a Master of Business Administration from the University of Vienna. Dr. Puffer was selected to serve on our board of directors as a result of his extensive experience in the financial services sector.

Marc Rowan has served as a director of our company and our company’s subsidiary, ALRe, since 2009, and is a member of our executive and compensation committees. Mr. Rowan has served as a director of AAM, our investment manager, since 2009. Mr. Rowan is a co-founder and Senior Managing Director of Apollo, a leading alternative asset manager focused on contrarian and value oriented investments across private equity, credit-oriented capital markets and real estate. Mr. Rowan currently serves on the boards of directors of, among others, Apollo, CEC and Caesars Acquisition Company. He has previously served on the boards of directors of, among others, the general partner of AAA, AMC Entertainment, Inc., Beats Music, CableCom GmbH., Caesars Entertainment Operating Co., Countrywide PLC, Culligan Water Technologies, Inc., Furniture Brands International, Mobile Satellite Ventures, National Cinemedia, Inc., National Financial Partners, Inc., New World

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Communications, Inc., Norwegian Cruise Lines, Quality Distribution, Inc., Samsonite Corporation, SkyTerra Communications, Inc., Unity Media SCA, Vail Resorts, Inc., Wyndham International, Inc. and RCS Capital Corporation. Mr. Rowan is a founding member and Chairman of YRF-Darca and a member of the Board of Overseers of The Wharton School. He serves on the boards of directors of Jerusalem Online and the New York City Police Foundation. Mr. Rowan graduated summa cum laude from the University of Pennsylvania's Wharton School of Business with a Bachelor of Science and a Master of Business Administration in finance. Mr. Rowan was selected to serve on our board of directors as a result of his service on the boards of numerous public and private companies and his demonstrated track record of success and extensive experience in the financial services sector.

Lawrence J. Ruisi has served as a director of our company since 2013, and is the chair of our audit committee and is a member of our risk committee. As an operating executive, Mr. Ruisi has held various senior level positions in the entertainment business, including President & Chief Executive Officer of Loews Cineplex Entertainment Corporation, a movie theatre operator with 400 locations worldwide, and as Executive Vice President and Chief Financial Officer of Columbia Pictures Entertainment. As a non-executive, Mr. Ruisi has served on numerous boards including Hughes Communications Inc., UST Inc., InnKeepers USA Trust, Wyndham International, Inc. and Adaptec, Inc. During his tenure on these boards, Mr. Ruisi has been Chairman of various audit committees, named designated financial expert and served on both compensation and nominating and corporate governance committees. Mr. Ruisi was Chairman of the Independent Committee of the board of InnKeepers, which oversaw its restructuring, and was Chairman of Special Committees at both Wyndham and Adaptec. Mr. Ruisi began his career at Price Waterhouse & Co., where he was a Senior Manager. He is a Certified Public Accountant and received a Bachelor of Science degree in accounting and a Master of Business Administration in finance from St. John's University. Mr. Ruisi is currently an adjunct professor of accounting at St. John's University. Mr. Ruisi was selected to serve on our board of directors as a result of his extensive leadership experience in various sectors, his expertise in accounting and financial reporting matters and his experience serving on the boards of numerous public and private companies.

Imran Siddiqui has served as a director of our company and certain of our subsidiaries since 2009, is the chair of our compensation committee and is a member of our executive, audit and risk committees. Mr. Siddiqui serves as a director of AAM, our investment manager. Mr. Siddiqui is a Senior Partner at Apollo, which he joined in 2008. Prior to that time, Mr. Siddiqui was a principal in Oak Hill Capital's Business and Financial Services Group. Prior to Oak Hill, Mr. Siddiqui spent six years in the Financial Institutions Group of Goldman, Sachs & Co., and worked as a consultant at McKinsey & Company from 1997 to 1999. Mr. Siddiqui currently serves on the boards of the general partner of AP Alternative Assets, Aris Mortgage Holding Company LLC ("Aris Holdco") and MidCap Holdings. Mr. Siddiqui has a Bachelor of Arts degree in political science and a Master of Arts in international relations from the University of Chicago and a Juris Doctor from Harvard Law School. Mr. Siddiqui was selected to serve on our board of directors as a result of his extensive experience in the financial services sector.

Hope Scheffler Taitz has served as a director of our company and our subsidiary, ALRe, since 2011, is the chair of our nominating and corporate governance committee and is a member of our audit and conflicts committees. Ms. Taitz also serves as an independent director of AADE and is a member of its audit committee. Ms. Taitz is also a director of Athene USA, AAIA, ALICNY and AANY, and also serves on the audit committee for AANY. Since 2004, Ms. Taitz has acted as a consultant in the retail/consumer industries. Ms. Taitz currently serves on the boards of Apollo Residential Mortgage Inc. (NYSE: AMTG), Diamond Resorts International, Inc. (NYSE: DRII) and MidCap Holdings. From 1995 to 2003, Ms. Taitz was Managing Partner of Catalyst Partners, L.P., a money management firm. From 1990 to 1992, Ms. Taitz was a Vice President at The Argosy Group (now part of the Canadian Imperial Bank of Commerce (NYSE: CM)) specializing in financial restructuring before becoming a Managing Director at Crystal Asset Management, from 1992 to 1995. From 1986 to 1990, Ms. Taitz was at Drexel Burnham Lambert, first as a mergers and acquisitions analyst and then as an associate in the leveraged buyout group. She is a founding executive member of Youth Renewal Fund and a current executive board member of Pencils of Promise. Ms. Taitz is a former board member of Girls Who Code and is now a board

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member of the New York City Foundation for Computer Science. Ms. Taitz graduated with honors from the University of Pennsylvania with a Bachelor of Arts degree in economics. Ms. Taitz was selected to serve on our board of directors as a result of her extensive experience in the financial services sector as well as her experience serving on the governance committees of other public companies.

Arthur Wrubel was appointed as a director of our company in August 2016, and is a member of our nominating and corporate governance and compensation committees. In 2001, Mr. Wrubel formed Wesley Capital Management, a long/short investment fund focused on real estate securities. Since its inception, Wesley Capital has been among the largest investment funds in the real estate securities sector. In 1993, Mr. Wrubel joined Dickstein & Co., a bankruptcy and event-driven investment fund as a partner. His focus was on real estate and asset backed securities. At Dickstein, Mr. Wrubel was involved in many high profile real estate corporate restructurings including Olympia & York, Cadillac Fairview, Rockefeller Center Properties, Bramalea, and Trizec. Mr. Wrubel began his career in 1987 at JMB Realty Corporation, where he was an associate in the acquisitions group. Mr. Wrubel currently serves as a member of the Wharton Undergraduate Board at the University of Pennsylvania. Mr. Wrubel received a Bachelor of Science in economics from the Wharton School at the University of Pennsylvania. Mr. Wrubel was selected to serve on our board of directors as a result of his extensive experience in the financial services sector.

Corporate Governance

Our business and affairs are managed under the direction of our board of directors. Our board of directors currently consists of 16 members. Six of our directors are employees of or consultants to Apollo or its affiliates (including Mr. Belardi, our Chairman, Chief Executive Officer and Chief Investment Officer, who is also Chairman, Chief Executive Officer and Chief Investment Officer of AAM).

Under our bye-laws, our board of directors will consist of not less than two and not more than 17 directors. If there is a vacancy on our board of directors due to death, disability, disqualification, removal or resignation, or there is an increase in the number of our directors or a failure to elect a director at a shareholder meeting, the board of directors may appoint any person as a member of the board of directors on an interim basis until the next annual general meeting provided that such person has been approved by a majority of the nominating and corporate governance committee. At the next annual general meeting, the vacancy will be put to a shareholder vote. Persons appointed by the board of directors to fill vacancies must be approved by a majority of the board of directors.

Classified Board of Directors

Our bye-laws provide for our board of directors to be divided into three classes with members of each class serving staggered three-year terms. Only one class of directors will be elected at each annual general meeting of shareholders, with directors in other classes continuing for the remainder of their respective three-year terms. Our current directors are divided among the three classes as follows:

- our Class I directors are Messrs. Belardi, Michelini, Leach, Lohr, Rowan and Cutis and their terms will expire at our annual general meeting to be held in 2016;
- our Class II directors are Messrs. Siddiqui, Ghubash, Ruisi and Wrubel and Ms. Taitz and their terms will expire at our annual general meeting to be held in 2017; and
- our Class III directors are Messrs. Borden, McCall, Mourgue d'Algue and Beilinson and Dr. Puffer and their terms will expire at our annual general meeting to be held in 2018.

Our directors hold office until their successors have been elected and qualified or until the earlier of their death, resignation or removal. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors.

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The classification of our board of directors may have the effect of delaying or preventing changes of control of our company.

Director Independence

Our board of directors has undertaken a review of the independence of each director other than with respect to Mr. Leach, whose independence will be evaluated at the next meeting of the board of directors. Based on information provided by each director concerning his or her background, employment and affiliations, our board of directors has determined that Messrs. Beilinson, Borden, Cutis, Ghubash, McCall, Mourgue d'Algue, Ruisi, Wrubel and Ms. Taitz do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors meet the independence requirements of the NYSE listing rules. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director and non-Apollo director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our common shares by such director and any transactions involving them described under "Certain Relationships and Related Party Transactions."

Committees of the Board of Directors

Our board of directors has the authority to appoint committees to perform certain management and administration functions. Our board of directors has six standing committees: Audit, Compensation, Nominating and Corporate Governance, Conflicts, Executive and Risk. The table below shows the membership for each of the board of directors' standing committees.

Audit Committee	Compensation Committee	Conflicts Committee
Lawrence J. Ruisi (Chair)* Hope Taitz* Imran Siddiqui Brian Leach	Imran Siddiqui (Chair) Marc Beilinson* Ahmed Ghubash* Marc Rowan H. Carl McCall* Arthur Wrubel*	Marc Beilinson* Robert Borden* Mark Cutis* Hope Taitz* Ahmed Ghubash*
Executive Committee	Nominating and Corporate Governance Committee	Risk Committee
James R. Belardi Marc Rowan Imran Siddiqui Matthew Michelini	Hope Taitz (Chair)* Matthew Michelini Arthur Wrubel* H. Carl McCall*	Manfred Puffer (Chair) Imran Siddiqui Mark Cutis* Robert Borden* Jerome Mourgue D'Algue* Matthew Michelini Lawrence J. Ruisi* Brian Leach

* Independent director for purposes of the NYSE corporate governance listing requirements.

Audit Committee

The audit committee's duties include, but are not limited to, assisting the board of directors with its oversight and monitoring responsibilities regarding:

- the integrity of the company's consolidated financial statements and financial and accounting processes;
- compliance with the audit, internal accounting and internal controls requirements by AHL and its subsidiaries;
- the independent auditor's qualifications, independence and performance;

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- related party transactions other than transactions between AHL and its subsidiaries and Apollo and its affiliates (other than AHL and its subsidiaries) and other related party transactions ancillary thereto that are required to be reviewed by the conflicts committee or by the disinterested directors on our board of directors as described under “—Conflicts Committee” below, or are expressly exempt from such review under our internal policies;
- the performance of the internal accounting and financial controls of the company and its subsidiaries (including monitoring and reporting by subsidiaries) and the function of the internal audit departments of the company and its subsidiaries;
- the company’s legal and regulatory compliance and ethical standards; and
- procedures to receive, retain and treat complaints regarding accounts, internal accounting controls or auditing matters and to receive confidential and anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

Members of our audit committee also review the company’s financial disclosure and public filings.

Our audit committee is currently comprised of Messrs. Leach, Ruisi and Siddiqui and Ms. Taitz. Mr. Ruisi is the chair of the audit committee. Mr. Ruisi and Ms. Taitz each meet the independence requirements of the NYSE rules. We will rely on the phase-in rules of the SEC with respect to the independence of our audit committee under Rule 10A-3(b)(1) of the Exchange Act and the rules of the NYSE. These rules require that at least a majority of the members of our audit committee be independent within 90 days of the effectiveness of the registration statement of which this prospectus forms a part and all members be independent within one year. Each member of our audit committee meets the requirements for financial literacy under the applicable rules and regulations of the SEC and the NYSE. The chair of our audit committee, Mr. Ruisi, is an independent director and an “audit committee financial expert” as that term is defined in the rules and regulations of the SEC. Our board of directors has approved a written charter under which the audit committee will operate. Upon the effectiveness of the registration statement of which this prospectus forms a part, a copy of the charter of our audit committee will be available on our principal corporate website at www.athene.com. Information contained on our website or connected thereto does not constitute a part of, and is not incorporated by reference into, this prospectus or the registration statement of which it forms a part.

Nominating and Corporate Governance Committee

The purposes of the nominating and corporate governance committee are to:

- identify, evaluate and recommend individuals qualified to become members of our board of directors or the boards of directors of material operating subsidiaries of the company (each, a “Subsidiary Board”), consistent with criteria approved by our board of directors or Subsidiary Boards, as applicable;
- select, or recommend that our board of directors or any Subsidiary Board select, the director nominees to stand for election at each annual general meeting of shareholders of the company or any subsidiary or to fill vacancies on our board of directors or any Subsidiary Board, as applicable;
- develop and recommend to our board of directors a set of corporate governance guidelines applicable to the company and its subsidiaries; and
- oversee the annual performance evaluation of our board of directors and the Subsidiary Boards and each of their respective committees and management.

The nominating and corporate governance committee also recommends directors eligible to serve on all committees of our board of directors and committees of the Subsidiary Boards, as applicable. The nominating and corporate governance committee also reviews and evaluates, in accordance with our bye-laws, all shareholder director nominees.

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Our nominating and corporate governance committee is comprised of Messrs. McCall, Michelini and Wrubel and Ms. Taitz. Ms. Taitz is the chair of the nominating and governance committee. Currently, Messrs. McCall and Wrubel and Ms. Taitz meet the independence requirements of the NYSE rules. Not later than the first anniversary of the effectiveness of the registration statement of which this prospectus forms a part, all members of our nominating and corporate governance committee will be independent directors. Upon the effectiveness of the registration statement of which this prospectus forms a part, a copy of the charter of our nominating and corporate governance committee will be available on our principal corporate website at www.athene.com. Information contained on our website or connected thereto does not constitute a part of, and is not incorporated by reference into, this prospectus or the registration statement of which it forms a part.

Compensation Committee

The purposes of the compensation committee are generally to:

- review and approve annually corporate goals and objectives, including financial and other performance targets, relevant to Chief Executive Officer and executive officer compensation;
- review and approve annually corporate goals and objectives, including financial and other performance targets, relevant to compensation paid to the other executive officers and key employees of the company and its subsidiaries;
- review, approve and, when necessary, make recommendations to the board of directors regarding the company's compensation plans, including with respect to incentive compensation plans and share-based plans, policies and programs;
- review and administer the company's share incentive plans and any other share-based plan and any incentive-based plan of the company and its subsidiaries, including approving grants and/or awards of restricted stock, stock options and other forms of equity-based compensation under any such plans to executive officers;
- review and approve, for the Chief Executive Officer and other executive officers of the company, when and if appropriate, employment agreements, severance agreements, consulting agreements and change in control or termination agreements;
- prepare the compensation committee report required to be included in an annual report or proxy statement, as required by applicable SEC and NYSE rules;
- review periodically the company's compensation plans, policies and programs to assess whether such policies encourage excessive or inappropriate risk-taking or earnings manipulation;
- review the results of any advisory stockholder votes on executive compensation and consider whether to recommend adjustments to the company's executive compensation policies and practices as a result of such vote; and
- monitor compliance with stock ownership guidelines for the Chief Executive Officer and other executive officers of the company.

Our compensation committee is comprised of Messrs. Beilinson, Ghubash, McCall, Rowan, Siddiqui and Wrubel. Mr. Siddiqui is the chair of the compensation committee. Currently, Messrs. Beilinson, Ghubash, McCall and Wrubel meet the independence requirements of the NYSE rules. Not later than the first anniversary of the effectiveness of the registration statement, all members of the compensation committee will be independent. Our board of directors has approved a written charter under which the compensation committee will operate. Upon the effectiveness of the registration statement of which this prospectus forms a part, a copy of the charter of our compensation committee will be available on our principal corporate website at www.athene.com. Information contained on our website or connected thereto does not constitute a part of, and is not incorporated by reference into, this prospectus or the registration statement of which it forms a part.

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Conflicts Committee

Because the Apollo Group has a significant voting interest in AHL, and because AHL and its subsidiaries have entered into, and will continue in the future to enter into, transactions with Apollo and its affiliates, our bye-laws require us to maintain a conflicts committee, consisting of five directors of the company that are not officers or employees of any member of the Apollo Group and are designated by our board of directors. The conflicts committee meets quarterly and consists of Messrs. Beilinson, Borden, Cutis and Ghubash and Ms. Taitz. The conflicts committee reviews and must approve of certain material transactions by and between AHL and its subsidiaries, on the one hand, and members of the Apollo Group, on the other hand, including any modification or waiver of the IMAs with AAM, subject to certain exceptions. The conflicts committee is also responsible for the review and approval of related party transactions that are incidental or ancillary to the foregoing transactions. For a description of the functions of the conflicts committee and such exceptions, see “Certain Relationships and Related Party Transactions—Related Party Transaction Policy.”

Executive Committee

The executive committee is responsible for facilitating the approval of certain actions that do not require consideration by the full board of directors or that are specifically designated by the board of directors to the executive committee. The executive committee possesses and may exercise all powers of the board of directors in the management and direction of the company’s business consistent with our bye-laws, applicable law (including any applicable rule of any stock exchange or quotation system on which the company’s common shares are then listed) and the operating guidelines of the company, except that the executive committee shall not perform such functions that are expressly delegated to other committees of the board of directors. The executive committee does not have the power to:

- declare dividends on or distributions of or in respect of shares of the company;
- issue shares or authorize or approve the issuance or sale, or contract for sale, of shares or determine the designation and relative rights, preferences and limitations of a series or class of shares unless specifically delegated by action of the board of directors to the executive committee or a subcommittee of the executive committee;
- recommend to shareholders any action that requires shareholder approval;
- recommend to shareholders a dissolution or winding up of the company or a revocation of a dissolution or winding up of the company;
- amend or repeal any provision of the memorandum of association or bye-laws;
- agree to the settlement of any litigation, dispute, investigation or other similar matter with respect to the company that is not within the scope of authority previously delegated to the executive committee by the board of directors;
- approve the sale or lease of real or personal property assets with a fair value greater than a threshold amount specifically delegated to the executive committee by the board of directors;
- authorize mergers (other than a merger of any wholly-owned subsidiary with the company), acquisitions, joint ventures, consolidations or dispositions of assets or any business of the company or any investment in any business or company by the company with a fair value in excess of a threshold amount specifically delegated to the committee by the board of directors; or approve the sale, lease, exchange or encumbrance of any material asset of the company that, in each case, is not within the scope of authority previously delegated to the executive committee by action of the board of directors; or
- amend, alter or repeal, or take any action inconsistent with any resolution or action of the board of directors.

Our executive committee is comprised of Messrs. Belardi, Michelini, Rowan and Siddiqui.

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Risk Committee

The risk committee's duties are to oversee the development and implementation of systems and processes designed to identify, manage and mitigate reasonably foreseeable material risks to the company; assist our board of directors and our board committees in fulfilling their oversight responsibilities for the risk management function of the company; approve the stress test assumption and limits utilized in our stress test scenario analyses and engage in such activities as it deems necessary or appropriate in connection with the foregoing. In assessing risk, the risk committee must assess the risk of the company and its subsidiaries as a whole. The risk committee's role is one of oversight. Management of the company is responsible for developing and implementing the systems and processes designed to identify, manage and mitigate risk. Members of the risk committee are selected for their experience in managing risks in financial and/or insurance enterprises. Our risk committee meets quarterly and is comprised of Messrs. Borden, Cutis, Leach, Michelini, Mourgue d'Algue, Ruisi and Siddiqui and Dr. Puffer. Dr. Puffer is the chair of the risk committee.

Director Compensation

Neither our employee director nor our Apollo directors, other than Dr. Puffer who is not an employee of Apollo but acts as a consultant to Apollo and its affiliates, receive any additional compensation for serving as directors. Additionally, none of Messrs. Cutis, Ghubash or Mourgue D'Algue accept any compensation for serving as directors.

A summary of compensation for our non-employee directors for 2015 is set forth under "Compensation of Executive Officers and Directors—Non-Employee Director Compensation."

Management Committees

An integral component of our corporate governance structure is our management committees. Management committees report to our senior officers, including our Chief Executive Officer, President, Chief Financial Officer, and Chief Risk Officer and to committees of our board of directors. Management committees are comprised of members of senior management and are designed to oversee business initiatives and to manage business risk and processes, with each committee focused on a discrete area of our business. Currently, our management committees are comprised of the following:

- Management Executive Committee: oversees all of our strategic initiatives and our overall financial condition.
- Management Risk Committee: oversees overall corporate risk, including credit risk, interest rate risk, equity risk, business risk, operational risk and other risks we confront. The committee reports to the Board of Directors risk committee.
- Operational Risk Committee: a subcommittee of the Management Risk Committee which oversees operational risk, including information security, disaster recovery, trading activities and operational management of our annuity portfolio.
- Asset Liability Committee: focuses on management of our assets and liabilities and monitors material liquidity risks and cash flow testing. The committee reports to the Board of Directors risk committee.
- Management Investment Committee: focuses on strategic decisions involving our investment portfolio, such as approving investment limits, new asset classes and our allocation strategy, reviewing large asset transactions as well as monitoring our credit risk and the management of our assets and liabilities. The committee reports to the Board of Directors risk committee.
- Disclosure Committee: oversees the preparation and review of public disclosure, including in public filings with the SEC.
- Product Committee: oversees the establishment of credited rates and other non-guaranteed elements and the maintenance of profitability targets and product competitiveness. The committee reports to the Board of Directors risk committee.

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Compensation Committee Interlocks and Insider Participation

For the fiscal year ended December 31, 2015, our compensation committee consisted of Mr. Siddiqui and Mr. Rowan as well as two independent members, Mr. Marc Beilinson and Mr. Ahmed Ghubash.

None of our executive officers currently serves, or has served during the last completed fiscal year, as a member of the board of directors or compensation committee of any entity that has an executive officer serving as a member of our compensation committee or as a director on our board of directors.

Code of Ethics

We have adopted a code of business conduct and ethics applicable to our principal executive, financial and accounting officers and all persons performing similar functions. Upon the effectiveness of the registration statement of which this prospectus forms a part, our code of ethics will be available on our principal corporate website at www.athene.com. Information contained on our website or connected thereto does not constitute a part of, and is not incorporated by reference into, this prospectus or the registration statement of which it forms a part.

COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS

Compensation Discussion and Analysis

Introduction

Our named executive officers (“NEOs”), comprised of our principal executive and financial officers (including former principal financial officers) and the next three highest paid executive officers, are James R. Belardi, Chairman, Chief Executive Officer and Chief Investment Officer; William J. Wheeler, President; Grant Kvalheim, Chief Executive Officer, Athene USA; Martin P. Klein, Executive Vice President and Chief Financial Officer; Stephen E. Cernich, former Executive Vice President, Corporate Development; Guy H. (“Chip”) Smith, III, President, Athene USA, and former interim Chief Financial Officer; and Brenda Cushing, former Chief Financial Officer.

Compensation Framework

Goals, Principles and Process

Our compensation committee believes that our executive compensation program should reward actions and behaviors that ensure policyholder protection, drive long-term, profitable revenue growth, and create sustainable shareholder value. The compensation committee has sought to foster these objectives through a compensation system that focuses on increasing our executives’ personal interest in our growth and success through performance-based annual incentive awards and ownership of our Class A common shares and our Class M-1, Class M-2, Class M-3 and Class M-4 common shares (collectively, “Class M common shares”). We believe that these awards create a balanced focus on our short-term and long-term strategic and financial goals. The following principles provide a framework for the company’s executive compensation program:

- attract, retain and motivate high-performing talent;
- reward outstanding performance;
- directly align executive compensation elements with both short-term and long-term company performance; and
- align the interests of our executives with those of our stakeholders.

Our compensation committee has the responsibility for overseeing and approving the compensation of all of our executive officers. Our compensation committee uses industry data to assess the competitiveness of our compensation elements for our NEOs and other executive officers, and they also receive recommendations from Mr. Belardi regarding the compensation arrangements for executive officers other than himself. None of our NEOs participated in the determination of their own compensation.

2015 Compensation Elements

2015 was a year of transition for Athene. In addition to growing our retail flow reinsurance and institutional products businesses, our senior executives were required to expend a great amount of their time and efforts on continuing to integrate the Aviva USA acquisition; remediating material weaknesses in our internal control over financial reporting and returning Athene to timely reporting; and continuing the reinvestment of assets from the Aviva USA acquisition. We also recruited two new senior executives to the management team: William J. Wheeler and Martin P. Klein.

The following summarizes the compensation elements used in 2015 to attract, reward and retain our NEOs.

Base Salary

Base salaries for our NEOs are determined annually, based on a number of factors, including the size, scope and impact of their role, the market value associated with their role, leadership skills and values, length of service, and individual performance and contributions.

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Annual Incentive Awards

As further discussed below in “—2015 Compensation Decisions,” we grant annual incentive awards to our NEOs based on the achievement of financial, operational and personal objectives. In general, these objectives are communicated to our NEOs at the beginning of the year, and the compensation committee determines the amount of the awards after the completion of the performance period. As 2015 was the first year in which the compensation committee adopted an incentive framework for our NEOs, 2015’s objectives were communicated to our NEOs in the middle of 2015, and the committee determined the amounts of the incentive awards in December 2015, based on projections for full-year 2015 financial and other results and, in the case of Mr. Belardi, on performance through September 30, 2015 with respect to the two additional performance objectives specific to him.

Employees earning more than \$250,000 in base salary and annual incentive awards, which include all of our NEOs, received a portion of their 2015 annual incentive awards in restricted Class A common shares, with the amount of equity granted based on a percentage of each NEO’s total base salary and annual incentive award. Specifically, for 2015 awards, the percentage of total compensation (base salary plus annual incentive award) to be taken in equity generally was based on the following tiers: 10% in equity from \$0 to \$500K of total compensation; 20% in equity for the next \$500K to \$1M of total compensation; 25% in equity for the next \$1M to \$2M of total compensation; and 30% in equity for total compensation in excess of \$2M. For Mr. Belardi, however, the compensation committee determined that 100% of his annual incentive award would be granted in the form of restricted Class A common shares. One-third of these shares vested on January 1, 2016, with the remainder scheduled to vest ratably on January 1, 2017 and January 1, 2018.

In general, unvested Class A common shares will not continue to vest following termination, but in any particular case, the compensation committee may determine that unvested shares should vest immediately upon termination or continue to vest following resignation with good reason, termination without cause, death, disability or retirement. Following the initial public offering, if an NEO is terminated other than for cause, the company will have the right to repurchase such NEO’s vested Class A common shares that remain subject to a lock-up at a price equal to the volume weighted average closing trading price of a Class A common share during the 60-business day trading period preceding the date of notice of repurchase.

Athene Equity Awards

In general, Athene’s equity compensation program is designed to recognize scope of responsibilities, reward demonstrated performance and leadership, align the interests of award recipients with those of Athene’s shareholders and retain award recipients. Important factors in determining the amount of equity grants awarded to each NEO include the size of past grant amounts, individual performance and expected future contributions to Athene.

In association with and following each of the four rounds of capital raise transactions undertaken since our inception, we have granted restricted Class M common shares to our officers and certain other employees to align their incentives with shareholders. Class M common shares are non-voting incentive compensation shares, convertible into Class A common shares upon vesting and the payment of the conversion price. In the tables that follow, we report these equity share awards as options, rather than shares, because they economically represent a call option on Class A common shares with a strike price equal to the conversion price embedded in the Class M common shares. Unlike options, however, once the Class M common shares vest, they can remain outstanding in perpetuity, are not required to be converted into Class A common shares and are entitled to dividends.

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There are four outstanding classes of Class M common shares. Because these shares historically have been issued in association with rounds of equity raising, the conversion price for each class of Class M common shares is the fair value of a Class A common share at the time of the round with which the class of Class M common shares is associated.

Equity Round	Date of Equity Round	Amount of Equity Raised	Value of Class A Common Share at Offering	Associated Class M Common Shares	Conversion (Strike) Price
Round 1	2009	~\$400 million	\$10.00	Class M-1	\$10.00
Round 2	2011	~\$325 million	\$10.78	Class M-2	\$10.78
Round 3	2012	~\$600 million	\$13.46	Class M-3	\$13.46
Round 4	2014	~\$1,300 million	\$26.00	Class M-4	\$26.00

Grants of restricted Class M common shares are comprised of two tranches, one involving time-based vesting criteria and the other involving performance-based vesting criteria.

In the time-based vesting tranche, the restricted shares generally vest ratably on each of the first five anniversaries of the date of grant and automatically in full upon our sale or a change in control. In some instances, the vesting inception date is tied to other events, such as the recipient's date of hire or the closing of the equity round with which the Class M common shares are associated, which are earlier than the actual grant date for the award. In such instances, the grant date fair value of the share award takes into account the extent to which time had accrued toward the award's time-based vesting period when it was granted.

In the performance-based vesting tranche, the restricted shares generally vest based on the achievement by our pre-initial public offering investors of specified internal rates of return ("IRR") and on multiples of invested capital ("MOIC") on their Class A common shares and Class B common shares purchased in the pre-initial public offering rounds of equity-raising. IRR measures the profitability of an investment over time, whereas MOIC measures capital returned to a shareholder as a multiple of such shareholder's initial investment, irrespective of when the investment is returned. Class M performance-based shares generally vest based on achieving a combination of both the IRR and MOIC hurdles. Specifically, with the exception of the Class M-4 and Class M-4 Prime performance-based shares (as defined below), 25% of Class M performance-based shares will vest based on the achievement of both a 15% IRR and a 2.0x MOIC (the "Vesting Floor"), and all Class M performance-based shares will vest based on the achievement of both a 20% IRR and a 2.25x MOIC (the "Vesting Ceiling"). For each class of Class M common shares, the calculation of IRR and MOIC hurdles will be based on the conversion price for each such class, which is the fair market value of a Class A common share in the equity round with which the particular class of Class M common shares is associated. The achievement of hurdles between the Vesting Floor and the Vesting Ceiling will result in vesting on an interpolated basis. If shareholder returns result in IRR being less than 15% or MOIC being less than 2.0x, then none of the Class M performance-based shares vest. Notwithstanding the above, with respect to the Class M-4 performance-based shares (other than Class M-4 Prime performance-based shares), until the Final Lock-Up End Date (as defined below), only the IRR hurdle applies. In other words, Class M-4 performance-based shares (other than Class M-4 Prime performance-based shares) may vest prior to the Final Lock-Up End Date if the IRR hurdle is achieved even if the MOIC hurdle has not been achieved. Following such Lock-Up End Date both the IRR and MOIC hurdles must be achieved.

Prior to the initial public offering, Class M performance-based shares have been able to vest only by virtue of realized sales by Class A investors. In particular, an investor in the round of equity to which a Class M common share is associated must sell its shares in a private transaction. To date, only one such sale has occurred, which was by a Round 1 investor. This sale resulted in 100% vesting of a pro rata portion of the associated Class M-1 performance-based shares.

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From and after the initial public offering, Class M performance-based shares may vest based on the trading price of the Class A common shares achieving the applicable IRR and MOIC hurdles on a “mark-to-market” basis (whether the trading price on defined dates relative to the purchase prices paid by the investors in the equity rounds result in the achievement of the IRR and MOIC hurdles for pre-initial public offering investors). The tests for vesting will initially occur based on the rolling off of the lock-up periods and on each trading day thereafter. Specifically, at the end of 7.5 months following the date of the initial public offering (the “First Lock-Up End Date”), one-third of the unvested Class M performance-based shares will be eligible for vesting and tested; at the end of 12 months following the date of the initial public offering (the “Second Lock-Up End Date”), two-thirds of the unvested Class M performance-based shares will be eligible for vesting and tested; and at the end of 15 months following the date of the initial public offering (the “Final Lock-Up End Date,” and together with the First Lock-Up End Date and the Second Lock-Up Date, each a “Lock-Up End Date”), and on each trading day thereafter, all of the unvested Class M performance-based shares will be eligible for vesting and tested. Class M-1 and M-2 performance-based shares have ten years from the date of grant to vest; Class M-3 performance-based shares have three years from the Lock-Up End Date to vest; and Class M-4 performance-based shares have four years from the Lock-Up End Date to vest.

When we recruited Messrs. Wheeler and Klein in the second half of 2015, recognizing the proximity of their hires to our initial public offering, we granted them Class M-4 common shares that are more heavily weighted in the performance-based tranche (now two-thirds of the Class M-4 Prime common shares rather than one-half) and have performance-based vesting conditions based on stock price targets, as opposed to IRR and MOIC hurdles (the “Class M-4 Prime” common shares). The Class M-4 Prime time-based shares will vest ratably in equal installments on the first, second, third, fourth and fifth anniversaries of the grant date. One-half of the Class M-4 Prime performance-based shares will vest when Class A common shares have attained a per share volume weighted average closing trading price of \$50 or more during any 120-day period, or upon a sale or change in control in which Class A common shares are valued at \$50 or more; and the other half will vest when Class A common shares have attained a per share volume weighted average closing trading price of \$70 or more during any 120-day period, or upon a sale or change in control in which Class A common shares are valued at \$70 or more. Any unvested Class M-4 Prime performance-based shares that have not vested within ten years from the date of grant will be forfeited to the company.

We do not anticipate issuing any Class M common shares after our initial public offering.

For a discussion of the terms of the classes of common shares, see “Description of Share Capital” and “—Share Incentive Plans.”

Other Compensation Practices

Employment Agreements

In 2015, we had employment agreements with Messrs. Belardi, Wheeler and Klein. In 2016, we entered into an employment agreement with Mr. Kvalheim.

Belardi Agreement

As Mr. Belardi also serves as AAM’s Chairman, Chief Executive Officer and Chief Investment Officer, he has separate employment agreements with both the company and with AAM. Under these agreements, Mr. Belardi is entitled to receive a base salary and is eligible to receive an incentive award each fiscal year during the term of employment. For 2015, AAM and the compensation committee of AHL have consulted with each other to determine Mr. Belardi’s total base salary, incentive award targets and actual incentive awards. Pursuant to an understanding between AHL and AAM, AHL has agreed that AHL is responsible for paying half of his total base salary and half of his total incentive award, and AAM agreed to be responsible for paying the remaining amount. Either party, at its sole discretion, may pay its portion of the incentive award in the form of

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cash or equity. The target incentive award is 100% of Mr. Belardi's base salary, but the actual incentive award was determined by our compensation committee and AAM's compensation committee, based on three performance objectives: non-alternative investment performance relative to the Barclays US Aggregate Bond Index; aggregate alternative investment net performance relative to the company's underwriting target; and corporate performance targets. We report our portion of Mr. Belardi's total annual salary and incentive award in our Summary Compensation Table.

Mr. Belardi's employment agreement with us has a three year initial term expiring on November 3, 2016 and automatically extends for subsequent one year terms unless one party gives notice of non-renewal prior to expiration of the then current term. Pursuant to his employment agreement, severance is payable to Mr. Belardi in the event of a termination of employment by the company without cause, by the company by reason of non-renewal, by Mr. Belardi for good reason, or due to Mr. Belardi's death or disability. Mr. Belardi is entitled to receive severance payments in an amount equal to the sum of his then-annual base salary and a pro rata incentive award for the year of termination based on the incentive award paid to him in the year preceding his termination. In the event of involuntary termination other than due to death or disability, Mr. Belardi is entitled to receive an additional severance payment equal to the incentive award paid to him in the year preceding the year in which his termination occurs. In the event of involuntary termination other than due to non-renewal by the company, any outstanding and unvested time-based restricted shares that were scheduled to vest during the one-year period following the termination date will immediately vest, and a portion of each tranche of outstanding and unvested Class M performance-based restricted shares shall remain outstanding and eligible to vest pursuant to their terms for a period of 18 months following the termination date. As a condition to his receipt of the severance payments and benefits described above, Mr. Belardi must timely execute (and not revoke) a general release of claims against the company and its affiliates. Mr. Belardi's employment agreement with the company also contains customary restrictive covenants, including confidentiality and nondisclosure covenants, a covenant not to compete with, or solicit customers of, the company or AAM for 12 months following termination, and a covenant not to solicit employees of the company or AAM for 24 months following termination.

Wheeler Agreement

Pursuant to his employment agreement, Mr. Wheeler is entitled to receive a minimum base salary of \$1,250,000 and is eligible to receive an annual incentive award each fiscal year he is employed. His employment is at will and may be terminated by him or by the company at any time by giving two months' notice. The target incentive award is 200% of Mr. Wheeler's base salary, but the actual incentive award will be determined by the compensation committee in its sole discretion, based on performance objectives (which may include corporate, financial, strategic, individual or other objectives) established with respect to that particular fiscal year by the compensation committee.

In addition to termination by Mr. Wheeler or the company at any time by giving two months' notice, the company has the right, in its discretion, to terminate the agreement with a payment in lieu of notice. The company may also terminate the agreement without notice or payment in lieu of notice if Mr. Wheeler is guilty of any gross default or misconduct, or any repeated misconduct after due warning, in connection with the company or in the event of any serious or repeated breach or non-observance with any of the provisions in the agreement. The employment agreement contains customary restrictive covenants, including confidentiality and nondisclosure covenants and covenants not to solicit customers or employees of the company or any affiliate of the company for 12 months following termination.

Klein Agreement

Pursuant to his employment agreement, Mr. Klein is entitled to receive a minimum base salary of \$550,000 and is eligible to receive an annual incentive award each fiscal year he is employed. His employment is at will and may be terminated by him or by the company at any time by giving two months' notice. The target incentive award is 150% of Mr. Klein's base salary, but the actual incentive award will be determined by the compensation

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committee in its sole discretion, based on performance objectives (which may include corporate, financial, strategic, individual or other objectives) established with respect to that particular fiscal year by the compensation committee.

In addition to termination by Mr. Klein or the company at any time by giving two months' notice, the company has the right, in its discretion, to terminate the agreement with a payment in lieu of notice. The company may also terminate the agreement without notice or payment in lieu of notice if Mr. Klein is guilty of any gross default or misconduct, or any repeated misconduct after due warning, in connection with the company or in the event of any serious or repeated breach or non-observance with any of the provisions in the agreement. The employment agreement contains customary restrictive covenants, including confidentiality and nondisclosure covenants and covenants not to solicit customers or employees of the company or any affiliate of the company for 12 months following termination.

Kvalheim Agreement

Pursuant to his employment agreement, for 2016, Mr. Kvalheim is entitled to receive a minimum base salary of \$750,000 and is eligible to receive an incentive award each fiscal year he is employed. The target incentive award is 250% of Mr. Kvalheim's base salary, but the actual incentive award will be determined by the compensation committee in its sole discretion, based on performance objectives (which may include corporate, financial, strategic, individual or other objectives) established with respect to that particular fiscal year by the compensation committee. The agreement terminates following the Final Lock-Up End Date.

Mr. Kvalheim may terminate the agreement at any time by giving 90 days' notice; provided, however, that if he elects to terminate the agreement for "good reason," as defined in the 2014 Share Incentive Plan, but including if there are material adverse changes to his incentive award agreements that do not generally and similarly apply to other senior employees, then he must so notify the company within 45 days of the occurrence of the events constituting good reason, and the company has 60 days to cure such events after receipt of such written notice. The company may terminate the agreement at any time for "cause" or in the event of "disability," as such terms are defined in the 2014 Share Incentive Plan. If the company terminates Mr. Kvalheim's employment without cause, then the company will pay him a pro rata portion of his target annual incentive award in effect for the year in which the termination occurs.

Stock Ownership Guidelines

We require management at the Senior Vice President level and above, including our Chief Executive Officer, to own significant amounts of our Class A common shares. The amount of Class A common shares that must be held will be set at a multiple of the individual's base salary. Covered executives will have five years to satisfy our share ownership requirement.

<u>Position</u>	<u>Multiple</u>
Chief Executive Officer/President	6X
Executive Vice President	3X
Senior Vice President	2X

Purchased and restricted Class A common shares, vested Class A restricted stock units, vested Class M common shares and vested stock options will count toward this requirement. Covered executives must retain at least 75% of all Athene equity holdings until they meet their respective stock ownership requirements.

Anti-Hedging and Anti-Pledging Policies

Covered executives, including all of our executive officers, are not permitted to engage in any transactions that are designed to offset a decrease in the market value of our Class A common shares. In addition, covered

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executives may not pledge their equity holdings in AHL as collateral if they are counting those holdings towards their respective stock ownership requirements.

Retirement and Other Deferred Compensation Plans

Our NEOs also are currently eligible to participate in the company's broad-based, tax-qualified savings plan on the same terms and conditions as those made available to employees of the company generally. In addition, NEOs are eligible to participate in our Supplemental Executive Retirement Plan. See "—Athene Supplemental Executive Retirement Plan ("SERP")."

Review of Compensation Policies and Practices Related to Risk Management

Effective risk management is central to our success, and compensation is carefully designed to be consistent with our risk management framework and controls. If the company's performance is obtained in a manner inconsistent with this framework or these controls, then the compensation committee has the discretion, with input from the risk committee, if necessary, to decrease or not award any bonuses to our NEOs and other executive officers. In addition, the performance objectives for our Chief Risk Officer and the other employees in our risk management function are based on the effectiveness of our risk management policies and procedures. In 2015, the compensation committee engaged an independent compensation consultant, Towers Watson & Company ("Towers Watson"), to assess our executive compensation program. In its assessment, Towers Watson confirmed that our program is aligned with, and is sensitive to, company performance; and balances risk and reward in a manner that does not encourage imprudent risk-taking.

2015 Compensation Decisions

Our NEOs' incentive awards in 2015 were based on a combination of five overall financial, operational and personal objectives. The targets were designed to be reasonably achievable, and did not reflect unrealistic stretch targets that may encourage excessive risk-taking, but required the coordinated, cross-functional focus and effort of the executive officers. The payout opportunity for the accomplishment of the performance targets ranged from 0% to 150% of each participant's target award opportunity.

The first objective, weighted at 25% of the overall award, focused on delivering financial results in line with an A credit rating. The second objective, also weighted at 25% of the overall award, focused on achieving operating model efficiencies. The third objective, also weighted at 25% of the overall award, focused on profitably growing the company's core business and continuing to support mergers and acquisitions activity. The fourth objective, weighted at 15% of the overall award, focused on completing the preparation necessary to become a public company; and the fifth objective, weighted at 10% of the overall award, focused on continuing to build a cohesive management team.

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As noted above, the compensation committee met in December 2015 to evaluate performance and determine the amounts of the 2015 annual incentive awards with respect to these objectives. Their decisions were based on projections of full-year 2015 results. The performance measurements, their respective weightings, projected 2015 achievement with respect to these measurements at the time of determination, and payout level were as follows:

Objectives	Weight	Measurement	Metrics Derived from Financial Statements			2015 Projected Performance/Achievement	Payout Level
			Threshold (80%)	Target (100%)	Maximum (120%)		
Grow core business and continue to support M&A activities	25%	Retail sales	\$ 1.92-2.03B	\$ 2.17-2.52B	\$ 2.65-2.76B	\$2.85B	26.3%
		Retail net spread	–	–	–	Exceeded	
		Funding agreement backed notes program	–	\$ 500M-1B	–	\$500M	
		Reinsurance flow from existing 3rd party treaties	–	\$ 400-600M	\$ 801M-1B	\$700M	
Achieve operating model efficiencies	25%	Expenses	–	–	–	Achieved	25%
		Integration and transition expenses	–	–	–	Not Achieved	
		Total direct expense	–	–	–	Achieved	
Deliver financial results in line with A rating	25%	Operating Income, as adjusted(1)	\$ 770-814M	\$ 862-952M	\$ 999M-1,044B	\$633M	0%
		Return on Equity, as adjusted(2)	<15.8%	17.8-21.8%	>23.8%	13.4%	
		Risk-Based Capital	<400%	400-499%	>500%	527%	
		A.M. Best rating of A-	–	–	–	Achieved	
Complete preparation to become a public company	15%	File Form S-1	–	–	–	Achieved	15%
		Remediate control deficiencies	–	–	–	Achieved	
		Own Risk and Solvency Assessment complete	–	–	–	Achieved	
Continue to build one cohesive team	10%	Improve engagement and leadership scores	–	–	–	Achieved	10%

- (1) Operating Income, as adjusted, is calculated before tax and excludes public equities holding income, excess M&A operating expenses, and unbudgeted expenses related to organizational resiliency and financial institution expenses, and includes stock compensation expenses.
- (2) Return on Equity, as adjusted, is calculated before tax and excludes accumulated other comprehensive income, public equities holding income, excess M&A operating expenses, and unbudgeted expenses related to organizational resiliency and financial institution expenses, and includes stock compensation expenses.

Based on the company's projected 2015 performance with respect to these five objectives, the payout level was 76.3% of the target opportunity. Exercising its discretion, the compensation committee determined to award annual incentive awards to our NEOs at 90% of the target opportunity. Total amounts of awards were also based on their assessment of individual performance factors, as discussed below.

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Mr. Belardi

In addition to the five objectives above, which collectively comprised 50% of his award, Mr. Belardi's annual incentive plan award in 2015 was based on two additional performance objectives: the first objective, weighted at 25%, compared the company's non-alternative investment performance to the Barclays US Aggregate Bond Index over a three-year period. The second objective, also weighted at 25%, compared the company's alternative investment net performance relative to the company's underwriting target of 10-15% over a three-year period.

Because of the Aviva USA acquisition in late 2013, the compensation committee determined not to include 2013 results in evaluating the company's performance against these objectives over a three-year period; in addition, as the committee decided Mr. Belardi's award in December 2015, it evaluated results for only 2014 and the nine months ended September 30, 2015. For the objective based on the company's non-alternative investment performance, the committee compared the company's results of 6.67% for 2014 and 1.00% for the nine months ended September 30, 2015 (each as calculated by AAM, based on information provided by the company, and reviewed by the committee) to 5.96% and 1.13% for the Barclays US Aggregate Bond Index for the same periods, respectively, and determined to pay out 100% of the award for this objective. As 25% of his overall award was tied to this objective, Mr. Belardi earned \$218,750 for this performance. For the objective based on the company's alternative investment performance, the committee compared the company's results of 9.30% and 7.15% for 2014 and the nine months ended September 30, 2015, respectively (each as calculated by AAM, based on information provided by the company, and reviewed by the committee) to its 10-15% underwriting target and determined to pay out 0% of the award for this objective.

In total, our compensation committee awarded Mr. Belardi an annual incentive award that paid out at 70% of his base salary, or \$612,500, which our compensation committee determined to pay in the form of restricted Class A common shares. Mr. Belardi was not granted any Class M-4 common shares in 2015 due to his already significant levels of company equity ownership.

Mr. Wheeler

Mr. Wheeler joined the company on September 28, 2015. The compensation committee recognized Mr. Wheeler for improving the effectiveness and cohesion of the senior management team; reorganizing and strengthening our reinsurance capabilities; supporting our acquisition and block reinsurance efforts generally, including identifying opportunities and successfully integrating acquisitions; and strengthening our risk management efforts.

Mr. Kvalheim

The compensation committee recognized Mr. Kvalheim for his operational leadership, including his focus on the company's retail business; materially decreasing turnover; identifying where broader talent needs exist; building a strong senior management team, including a new Chief Actuary; and driving the consolidation of offices and sales platforms. Mr. Kvalheim was not granted any Class M-4 common shares in 2015 due to his already significant levels of company equity ownership.

Mr. Klein

Because Mr. Klein joined the company on November 9, 2015, he was not granted an incentive award for 2015. Nevertheless, the compensation committee recognized Mr. Klein for strengthening our finance function and our internal control over financial reporting; and driving the company's public company readiness.

Mr. Cernich

The compensation committee recognized Mr. Cernich for implementing a more rigorous and consistent transaction review and diligence process; successfully and timely closing the DLD acquisition; and building capabilities in the pension close-out business.

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Mr. Cernich resigned from the company effective as of June 30, 2016. The company entered into a separation agreement with Mr. Cernich as of June 21, 2016 under which the company agreed to pay to Mr. Cernich an amount equal to \$512,500 representing a pro rata portion of the 2016 bonus had Mr. Cernich been employed through the date on which 2016 bonuses were paid to executives. Additionally, the company agreed to repurchase all of Mr. Cernich's vested equity shares in the company for cash.

Mr. Smith

The compensation committee recognized Mr. Smith for effectively serving in multiple senior finance roles to supplement temporary gaps in the senior leadership team, including acting as interim Chief Financial Officer and leading the operational transition of the acquired Aviva USA's life insurance business to affiliates of Global Atlantic.

2015 Summary Compensation

The following table contains 2015 compensation information for our NEOs.

2015 Summary Compensation Table

Name and Position	Year	Salary	Stock Awards(1)	Option Awards(2)	Non-Equity Incentive Plan Compensation	All Other Compensation	Total
James R. Belardi Chairman, Chief Executive Officer and Chief Investment Officer	2015	\$ 875,000(3)	\$ 612,500(3)	—	\$ —	\$ 13,250(4)	\$ 1,500,750
William J. Wheeler President	2015	\$ 326,708(5)	\$ 135,445	\$ 12,741,667	\$ 466,439	\$ 479,873(6)	\$ 14,150,132
Grant Kvalheim Chief Executive Officer, Athene USA	2015	\$ 650,000	\$ 363,125	—	\$ 839,375	\$ 129,930(7)	\$ 1,982,430
Martin P. Klein Executive Vice President and Chief Financial Officer	2015	\$ 80,208(8)	—	\$ 1,325,133	—	\$ 97,548(6)	\$ 1,502,889
Stephen E. Cernich(9) Former Executive Vice President, Corporate Development	2015	\$ 410,000	\$ 233,125	\$ 434,000	\$ 689,375	\$ 13,250(4)	\$ 1,779,750
Guy H. ("Chip") Smith, III President, Athene USA, and former interim Chief Financial Officer	2015	\$ 330,000	\$ 91,240	\$ 347,200	\$ 284,960	\$ 44,468(10)	\$ 1,097,868
Brenda Cushing(11) Former Chief Financial Officer	2015	\$ 284,375	—	\$ 347,200(12)	—	\$ 830,683(13)	\$ 1,462,258

- (1) The annual equity incentive plan awards are denominated in dollars, but paid out in restricted Class A common shares. These amounts represent the dollar value of the awards. See note 1 to the 2015 Grants of Athene Plan-Based Awards Table for information about the number of shares and their issuance date fair value.
- (2) This column represents the grant date fair value of the Class M-4 common shares granted to Messrs. Cernich and Smith and Ms. Cushing, and the grant date fair value of the Class M-4 Prime common shares granted to Messrs. Wheeler and Klein. For information on the valuation assumptions, refer to "Note 14 – Stock-based Compensation" to our audited consolidated financial statements and notes thereto.
- (3) Pursuant to an understanding between the company and AAM, the company and AAM have each agreed to pay 50% of Mr. Belardi's total annual salary and incentive plan award. The amounts reported in these two columns reflect only those amounts for which the company is responsible. The company's portion of Mr. Belardi's incentive plan award was paid in the form of restricted Class A common shares.
- (4) This represents the company's 401(k) matching payment of \$13,250.

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- (5) Mr. Wheeler joined the company on September 28, 2015. On an annualized basis, his salary would be \$1,250,000.
- (6) For Messrs. Wheeler and Klein, this column includes \$474,309 and \$85,800, respectively, in taxable income realized as a result of their purchases of Class A common shares at a discount to their fair market value. This discount is solely the result of the change in fair market value from the time Messrs. Wheeler and Klein agreed to purchase Class A common shares at the then fair market value to the time of the actual closing of the purchase transactions. For both NEOs, these amounts also include travel expenses from their principal residences to the company's office in Iowa. For Mr. Wheeler only, this amount also includes reimbursement of relocation expenses.
- (7) This amount includes \$83,680 for travel expenses from Mr. Kvalheim's principal residence to the company's office in Iowa, a housing allowance of \$33,000 for his part-time residence in Iowa and the company's 401(k) matching payment of \$13,250.
- (8) Mr. Klein joined the company on November 9, 2015. On an annualized basis, his salary would be \$550,000.
- (9) Mr. Cernich resigned from the company effective as of June 30, 2016.
- (10) This amount includes \$31,218 for travel expenses from Mr. Smith's principal residence to the company's office in Iowa, and the company's 401(k) matching payment of \$13,250.
- (11) Ms. Cushing resigned from the company effective as of August 14, 2015.
- (12) We repurchased these restricted Class M-4 common shares from Ms. Cushing at the time of her resignation, for an aggregate purchase price of \$29,280.
- (13) This amount includes the company's 401(k) matching payment of \$13,250 as well as the following items stemming from Ms. Cushing's resignation in August 2015: \$454,650 in Aviva USA Long Term Incentive Plan award, \$25,813 in paid time off payout and \$336,970 in severance.

2015 Grants of Athene Plan-Based Awards

The following table provides information about awards granted to the NEOs in 2015: (1) the grant date; (2) the number of Class A and Class M-4 common shares granted to the NEOs under the Athene 2014 Share Incentive Plan; (3) the conversion price of the Class M-4 common shares; and (4) the grant date fair value of the share and option awards, computed in accordance with applicable SEC rules.

2015 Grants of Athene Plan-Based Awards Table

Name of Executive	Grant Date	Estimated Future Payouts Under Incentive Plan Awards ⁽¹⁾			All Other Share Awards: Number of Class A Common Shares	All Other Option Awards: Number of Class M-4 Common Shares	Exercise or Conversion Price of Option Awards	Grant Date Fair Value of Share and Option Awards
		Threshold	Target	Maximum				
James R. Belardi	12/10/15	\$ 700,000	\$ 875,000	\$ 1,312,500	—	—	—	— ⁽¹⁾
William J. Wheeler	9/28/15	—	—	—	359,325 ⁽²⁾	—	—	\$10,474,324 ⁽³⁾
	10/1/15	—	—	—	—	2,500,000 ⁽⁴⁾	\$27.83	\$12,741,667
Grant Kvalheim	12/10/15	\$ 520,548	\$ 650,685	\$ 976,028	—	—	—	— ⁽¹⁾
	12/10/15	\$ 1,040,000	\$ 1,300,000	\$ 1,950,000	—	—	—	— ⁽¹⁾
Martin P. Klein	11/9/15	—	—	—	65,000 ⁽²⁾	—	—	\$ 1,894,750 ⁽⁵⁾
	11/9/15	—	—	—	—	260,000 ⁽⁴⁾	\$27.83	\$ 1,325,133
Stephen E. Cernich	2/23/15	—	—	—	—	200,000	\$26.00	\$ 434,000
	12/10/15	\$ 820,000	\$ 1,025,000	\$ 1,537,500	—	—	—	— ⁽¹⁾
Guy H. ("Chip") Smith, III	2/23/15	—	—	—	—	160,000	\$26.00	\$ 347,200
	12/10/15	\$ 316,800	\$ 396,000	\$ 594,000	—	—	—	— ⁽¹⁾
Brenda Cushing	2/23/15	—	—	—	—	160,000 ⁽⁶⁾	\$26.00	\$ 347,200

(1) These annual incentive plan awards are comprised of both cash-settled and share-settled awards. With respect to the share-settled awards: these awards were not actually paid out and converted into restricted Class A common shares until February 10, 2016 (the "issuance date"). The fair market value of Class A common stock as of that date, which was \$28.26 per share, was used to convert the dollar amounts of the equity incentive awards into restricted Class A common shares. Mr. Belardi received 21,674 shares of Class A common stock with an issuance date fair value of \$612,507; Mr. Wheeler received 4,793 shares with an issuance date fair value of \$135,450; Mr. Kvalheim received 12,850 shares with an issuance date fair value of \$363,141; Mr. Cernich received 8,250 shares with an issuance date fair value of \$233,145; and Mr. Smith received 3,229 shares with an issuance date fair value of \$91,252.

(2) In connection with their joining the company, Messrs. Wheeler and Klein were granted the opportunity to purchase Class A common shares at their fair market value pursuant to the 2014 Share Incentive Plan. Messrs. Wheeler and Klein purchased 359,325 and 65,000 Class A common shares, respectively, at a price of \$27.83 per share.

(3) Of this amount, Mr. Wheeler paid \$10,000,015. The difference between the purchase price and the grant date fair value of the shares is attributable solely to the change in fair market value from the time Mr. Wheeler agreed to purchase Class A common shares at the then fair market value to the time of the actual closing of the purchase transaction.

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- (4) Messrs. Wheeler and Klein were granted Class M-4 Prime common shares.
(5) Of this amount, Mr. Klein paid \$1,808,950. The difference between the purchase price and the grant date fair value of the shares is attributable solely to the change in fair market value from the time Mr. Klein agreed to purchase Class A common shares at the then-fair market value to the time of the actual closing of the purchase transaction.
(6) We repurchased these restricted Class M-4 common shares from Ms. Cushing at the time of her resignation, for an aggregate purchase price of \$29,280.

2015 Outstanding Athene Equity Awards at Fiscal Year-End

The following table provides information on the current holdings of Athene equity awards by the NEOs. This table includes vested Class M common shares, which are the economic equivalent of vested, unexercised options; unvested Class A common shares; and unvested Class M time-based and performance-based common shares with vesting conditions that were not satisfied as of December 31, 2015. Each equity grant is shown separately for each NEO. The vesting schedule for each outstanding award is shown following this table.

2015 Outstanding Equity Awards at Fiscal Year-End Table

Name of Executive	Option Class	Option Awards				Stock Awards		
		Number of Securities Underlying Unexercised Options (Exercisable)(4)	Number of Securities Underlying Unexercised Options (Unexercisable)	Option Conversion Price	Option Vesting Expiration Date(2)	Stock Class	Number of Shares or Units of Stock That Have Not Vested	Market Value of Shares or Units of Stock That Have Not Vested(3)
James R. Belardi	M-1(1)	1,308,373	1,037,782	\$ 10.00	-			
	M-2	336,404	504,606	\$ 10.78	11/3/21			
	M-3	300,000	700,000	\$ 13.46	-			
						A	32,929	\$ 1,127,160
William J. Wheeler	M-4 Prime	-	2,500,000	\$ 27.83	10/1/25			
Grant Kvalheim	M-2	188,386	282,580	\$ 10.78	1/10/21			
	M-3	132,000	308,000	\$ 13.46	-			
						A	57,648	\$ 1,973,291
Martin P. Klein	M-4 Prime	-	260,000	\$ 27.83	11/9/25			
Stephen E. Cernich(5)	M-1(1)	237,886	188,688	\$ 10.00	-			
	M-1	60,336	81,855	\$ 10.00	10/15/22			
	M-2	155,497	113,627	\$ 10.78	11/3/21			
	M-3	96,000	224,000	\$ 13.46	-			
	M-4	20,000	180,000	\$ 26.00	-			
						A	36,510	\$ 1,249,737
Guy H. ("Chip") Smith, III	M-2	67,281	100,921	\$ 10.78	4/29/21			
	M-3	42,000	98,000	\$ 13.46	-			
	M-4	16,000	144,000	\$ 26.00	-			
						A	9,608	\$ 328,882

- (1) This grant of Class M time-based shares has vested in full and does not appear in the Outstanding Equity Awards Vesting Schedule below.
(2) This column reports the vesting expiration date for the Class M performance-based common shares. Once vested, these shares can remain outstanding indefinitely. Class M-3 performance-based common shares have until three years after the Final Lock-Up End Date to vest; Class M-4 performance-based common shares have until four years after the Final Lock-Up End Date to vest. The Class M time-based common shares vest ratably over a five-year period.
(3) As of December 31, 2015, the fair market value of a Class A common share was \$34.23.
(4) The amounts listed in this column represent the amounts that have vested as of December 31, 2015.
(5) Mr. Cernich resigned from the company effective as of June 30, 2016.

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Outstanding Equity Awards Vesting Schedule

The following schedule is for the restricted Class A common shares and the Class M time-based common shares. The Class M performance-based common shares will vest only when the performance hurdles have been satisfied.

Name of Executive	Class of Security	Share Award Grant Date	Vesting Schedule for Time-Based Shares
James R. Belardi	M-2	10/15/12	Pro rata over 5 years ⁽¹⁾
	M-3	4/28/14	Pro rata over 5 years ⁽²⁾
	A	4/29/15	Pro rata over 3 years ⁽³⁾
William J. Wheeler	M-4 Prime	10/1/15	Pro rata over 5 years
Grant Kvalheim	M-2	10/15/12	Pro rata over 5 years ⁽⁴⁾
	M-3	4/28/14	Pro rata over 5 years ⁽²⁾
	A	4/29/15	Pro rata over 3 years ⁽³⁾
Martin P. Klein	M-4 Prime	11/9/15	Pro rata over 5 years ⁽⁵⁾
Stephen E. Cernich ⁽⁸⁾	M-1	10/15/12	Pro rata over 5 years
	M-2	10/15/12	Pro rata over 5 years ⁽¹⁾
	M-3	4/28/14	Pro rata over 5 years ⁽²⁾
	M-4	2/23/15	Pro rata over 5 years ⁽⁶⁾
	A	4/28/15	Pro rata over 3 years ⁽³⁾
Guy H. ("Chip") Smith, III	M-2	10/15/12	Pro rata over 5 years ⁽⁷⁾
	M-3	4/28/14	Pro rata over 5 years ⁽²⁾
	M-4	2/23/15	Pro rata over 5 years ⁽⁶⁾
	A	4/28/15	Pro rata over 3 years ⁽³⁾

(1) Vesting schedule start date is 11/3/11.

(2) Vesting schedule start date is 10/30/12.

(3) Vesting schedule start date is 1/1/15.

(4) Vesting schedule start date is 1/10/11.

(5) Vesting schedule start date is 11/15/15.

(6) Vesting schedule start date is 4/4/14.

(7) Vesting schedule start date is 4/29/11.

(8) Mr. Cernich resigned from the company effective June 30, 2016.

2015 Athene Stock Vested Table

The following table provides information for the NEOs on the number of shares of Class A common stock acquired upon vesting in 2015 and the value realized at such time.

2015 Athene Stock Vested Table

Name	Stock Awards	
	Number of Class A Common Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
James R. Belardi	23,665	\$ 810,053 ⁽¹⁾
William J. Wheeler	—	—
Grant Kvalheim	—	—
Martin P. Klein	—	—
Stephen E. Cernich ⁽²⁾	—	—
Guy H. ("Chip") Smith, III	—	—
Brenda Cushing ⁽³⁾	—	—

(1) These shares vested on 12/31/15, and the fair market value of a Class A common share on such date was \$34.23.

(2) Mr. Cernich resigned from the company effective June 30, 2016.

(3) Ms. Cushing resigned from the company in 2015.

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Athene Supplemental Executive Retirement Plan (“SERP”)

Athene offers the SERP to a select group of management and highly compensated employees, including our NEOs. This plan is an unfunded, non-qualified deferred compensation plan. U.S. tax laws limit the amount of pay that employees can defer for retirement into qualified 401(k) plans, such as the Athene Savings and Retirement Plan (the “Athene Savings Plan”). The SERP gives selected employees the ability to defer compensation in excess of the amount permitted by U.S. tax laws under the Athene Savings Plan. Amounts deferred under the SERP are credited with earnings based on elections made by participants from a menu of investment options offered. Benefits payable under this plan are generally payable upon separation from service at the company and may be paid as a single lump sum payment or in quarterly, semiannual or annual installments over a period up to 20 years, as irrevocably elected by the participant at the time of entry into the SERP.

2015 Athene SERP

Name	Executive Contributions in Last Fiscal Year	Athene Contributions in Last Fiscal Year	Aggregate Earnings in Last Fiscal Year	Aggregate Balance at Last Fiscal Year-End
James R. Belardi	—	—	—	—
William J. Wheeler	—	—	—	—
Grant Kvalheim	—	—	—	—
Martin P. Klein	—	—	—	—
Stephen E. Cernich ⁽¹⁾	—	—	\$ (2,191)	\$ 77,614
Guy H. (“Chip”) Smith, III	\$ 216,500	—	\$ (2,320)	\$ 223,346
Brenda Cushing ⁽²⁾	—	—	\$ (20,984)	\$ 1,070,131

(1) Mr. Cernich resigned from the company effective June 30, 2016.

(2) Ms. Cushing resigned from the company in 2015.

2015 Potential Payments Upon Termination or Change-in-Control At Fiscal Year-End

The information below describes and quantifies certain compensation that would have become payable under existing plans and arrangements if the NEO’s employment had terminated on December 31, 2015. These benefits are in addition to benefits available generally to salaried employees, such as distributions under our 401(k) Plan, disability benefits and accrued vacation pay. Due to the number of factors that affect the nature and amount of any benefits provided upon the events discussed below, any amounts actually paid or distributed may be different. Factors that could affect these amounts include the time during the year of any such event and the executive’s age.

Athene Equity Awards

Time-based restricted shares issued under the 2009, 2012 and 2014 Share Incentive Plans will vest in full upon a sale of the company or a change-in-control that occurs either prior to a participant’s termination of service and, in the case of time-based restricted Class M common shares, within six months following a participant’s termination of service without cause, by the participant for good reason or due to death or disability. Separate and apart from a sale or change-in-control, following a participant’s termination of service without cause, by the participant for good reason or due to death or disability, the performance-based restricted shares that are outstanding and unvested shall remain outstanding and eligible to vest pursuant to their terms for a period of 18 months. If such performance-based restricted shares fail to vest during this 18-month period, they will be forfeited.

Pursuant to Mr. Belardi’s employment agreement, in the event of involuntary termination of service other than due to non-renewal by the company, all outstanding restricted shares that are held by Mr. Belardi that are subject to time-vesting and scheduled to vest during the one-year period following his termination shall

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immediately vest, and a portion of each tranche of outstanding and unvested performance-vested restricted shares, depending on when they were granted, shall remain outstanding and eligible to vest pursuant to their terms for a period of 18 months following the termination date.

The following table provides the intrinsic value (that is, the value based upon the fair market value of our share price as of December 31, 2015 which was \$34.23, less the conversion price of the award) of equity awards that would vest if there was a sale of the company or change-of-control as of December 31, 2015 (which includes if the NEO was terminated without cause as of December 31, 2015 and there was a sale of the company or a change-of-control within six months thereafter) or if there was a termination without cause as of December 31, 2015.

2015 Potential Equity Benefits upon Change in Control and Termination Table

Name	Upon Change in Control		Upon Termination without Cause	
	Time-Based Restricted Shares	Performance-Based Restricted Shares	Time-Based Restricted Shares	Performance-Based Restricted Shares ⁽¹⁾
James R. Belardi	\$ 42,752,223	—	\$ 37,117,971	\$ 19,381,350
William J. Wheeler	\$ 5,546,667	—	—	\$ 3,484,444
Grant Kvalheim	\$ 12,486,867	—	—	\$ 3,504,524
Martin P. Klein	\$ 533,335	—	—	\$ 369,778
Stephen E. Cernich ⁽²⁾	\$ 13,145,146	—	—	\$ 5,496,377
Guy H. (“Chip”) Smith, III	\$ 4,413,352	—	—	\$ 1,361,490

(1) As noted above, Class M performance-based restricted shares that are outstanding and unvested shall remain outstanding and eligible to vest pursuant to their terms for a period of 18 months. Unless Mr. Belardi’s Class M performance-based restricted shares were granted more than five years before the termination date, only a portion of his restricted shares will be eligible for vesting, depending on when they were granted. For purposes of this table only, the amounts reported in this column assume that one-third of each class of NEO’s Class M performance-based restricted shares that are eligible to vest do, in fact, vest over the 18 months following December 31, 2015.

(2) Mr. Cernich resigned from the company effective June 30, 2016.

Severance Benefits

Our NEOs would be eligible for benefits under the Athene USA Corporation Severance Pay Plan, which covers our U.S. full-time employees, if they are involuntarily terminated without cause, and provided they release Athene from any and all claims and, in some instances, agree to non-compete/non-solicit covenants. In general, eligible employees receive two weeks of their annual base salary for each completed year of service. The minimum benefits payable under this plan are four weeks of annual base salary; and the maximum benefits payable under this plan are 26 weeks of annual base salary. In the event that an NEO is notified by us that he or she is required to comply with a post-separation non-compete covenant for a period longer than the number of weeks of annual base salary to which the NEO is entitled based on his or her years of service, then the amount of the NEO’s severance benefit will be increased to an amount equal to annual base salary for the same number of weeks as the duration of the non-compete covenant. However, except for Mr. Belardi, in accordance with his employment agreement, in no event will an NEO receive more than two times his or her annual base salary received during the year immediately preceding the year of termination. In its sole discretion, the company may determine to pay a pro-rated bonus to the involuntarily terminated employee, as approved by the compensation committee.

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Our employees based in Bermuda are eligible for benefits under the Athene Bermuda Severance Pay Plan, which are substantially similar to the benefits provided by the Athene USA Corporation Severance Pay Plan.

2015 Potential Pay Upon Termination Table⁽¹⁾

Name of Executive	Termination Scenario ⁽¹⁾	Athene Severance Pay
James R. Belardi ⁽²⁾	Voluntary Separation	—
	Involuntary Separation	\$ 2,380,000 ⁽³⁾
	Termination For Cause	—
William J. Wheeler	Voluntary Separation	—
	Involuntary Separation	\$ 1,250,000
	Termination For Cause	—
Grant Kvalheim	Voluntary Separation	—
	Involuntary Separation	\$ 750,000
	Termination For Cause	—
Martin P. Klein	Voluntary Separation	—
	Involuntary Separation	\$ 550,000
	Termination For Cause	—
Stephen E. Cernich ⁽⁴⁾	Voluntary Separation	—
	Involuntary Separation	\$ 410,000
	Termination For Cause	—
Guy H. (“Chip”) Smith, III	Voluntary Separation	—
	Involuntary Separation	\$ 330,000
	Termination For Cause	—

- (1) For NEOs other than Mr. Belardi, voluntary separation triggers a severance payment only if the company decides to enforce any non-compete provision, in which case severance would be paid for the time period concurrent with the period of the effectiveness of the non-compete provision. Involuntary separation provides for severance to coincide with a 12-month non-compete clause. Severance is not payable where an employee is terminated for cause.
- (2) Pursuant to his employment agreement, severance is payable to Mr. Belardi in the event of a termination of employment by the company without cause, by the company by reason of non-renewal, by Mr. Belardi for good reason, or due to Mr. Belardi’s death or disability. Mr. Belardi is entitled to receive severance payments in an amount equal to the sum of his then-annual base salary and a pro rata bonus for the year of termination based on the bonus paid to him in the year preceding his termination. In the event of an involuntary termination other than due to death or disability, Mr. Belardi is entitled to receive an additional bonus equal to the bonus paid to him in the year preceding the year in which his termination occurs.
- (3) This amount represents the company’s portion of the severance payable to Mr. Belardi in the event of a termination of employment by the company without cause, by the company by reason of non-renewal, by Mr. Belardi for good reason, or due to Mr. Belardi’s death or disability. Mr. Belardi is eligible to receive a separate involuntary severance payment from AAM.
- (4) Mr. Cernich resigned from the Company effective June 30, 2016.

Non-Employee Director Compensation

Neither our employee director nor our Apollo directors, other than Dr. Puffer who is not an employee of Apollo but acts as a consultant to Apollo and its affiliates, receive any additional compensation for serving as directors. Additionally, none of Messrs. Cutis, Ghubash or Mourgue D’Algue accept any compensation for serving as directors. Each of our other directors receives annual compensation of \$140,000, of which 50% is paid in cash and 50% is paid in restricted Class A common shares that vest ratably over a three-year period. In light of the workload and broad responsibilities of their positions, the independent chairs of board committees receive an additional \$25,000 in annual compensation, payable 50% in cash and 50% in restricted Class A common shares. Independent members of the board committees, other than the chairs, receive an additional \$10,000 in annual compensation, also payable 50% in cash and 50% in restricted Class A common shares. Directors eligible to

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receive compensation also receive \$2,500 for each board meeting attended. In addition, Ms. Taitz serves as a director on the boards of several of our subsidiaries, for which she receives separate compensation. Dr. Puffer serves on the supervisory board of one of our German subsidiaries, for which he receives separate compensation.

The table below indicates the elements and total value of cash compensation and of equity awards granted to each eligible director for services performed in 2015.

2015 Director Summary Compensation Table

Name	Fees Earned or Paid in Cash	Share Awards	All Other Compensation	Total
Marc Beilinson	\$ 94,998	\$ 85,000	—	\$ 179,998
Robert Borden	\$ 87,499	\$ 80,000	—	\$ 167,499
Manfred Puffer	\$ 92,498	\$ 82,500	—(1)	\$ 174,998
Lawrence J. Ruisi	\$ 97,498	\$ 87,500	—	\$ 184,998
Hope Taitz	\$ 104,998	\$ 97,500	\$ 25,000(2)	\$ 227,498

(1) Dr. Puffer received EUR 6,250 as compensation for serving as a director of Athene Lebensversicherung AG. This amount is not reflected in the total.

(2) This amount is for service on the boards of directors of certain of the company's subsidiaries.

Share Incentive Plans

This summary of the Share Incentive Plans is qualified in its entirety by the actual Share Incentive Plans, which are filed as exhibits to the registration statement of which this prospectus forms a part.

Introduction

We adopted Share Incentive Plans in 2009, 2012 and 2014. The 2009 and 2012 Share Incentive Plans were amended and restated in 2014. We also adopted a Share Incentive Plan in 2016, which is subject to shareholder approval. We do not expect to issue any awards pursuant to the 2016 Plan unless and until it is approved by our shareholders.

Purpose

The purpose of each Share Incentive Plan is to further the growth and success of the company and its subsidiaries by enabling directors and employees of, or consultants to, the company, its subsidiaries and AAM to acquire our common shares, thereby increasing their personal interest in such growth and success, and to provide a means of rewarding outstanding performance by such persons to the growth and success of the company and its subsidiaries.

Administration

Each Share Incentive Plan is currently administered by the compensation committee. Under the terms of each Share Incentive Plan, the plan may be administered by our board of directors or, if the board so chooses, by the compensation committee or such other committee of our board of directors as the board of directors may from time to time designate (the "Committee"). Among other things, the Committee will have the authority to determine eligibility and the particular persons or classes of persons who will receive awards; grant awards to eligible persons or eligible classes of persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of awards consistent with the express limits of each plan, establish the installments (if any) in which such awards will become exercisable or will vest and the respective consequences thereof; construe and interpret the provisions of each plan and any award agreement; accelerate or extend the exercisability or extend the term of any or all outstanding awards; and make all other determinations and take such other action as contemplated by each plan or as may be necessary or advisable for the administration of each plan and the effectuation of its purposes.

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Eligibility

Directors and employees of, and consultants to, the company, its subsidiaries and AAM are eligible to participate in the Share Incentive Plans.

Shares Subject to Each Share Incentive Plan

7,109,560 Class M-1 common shares of the company were reserved for issuance under the 2009 Share Incentive Plan. 3,356,126 Class M-2 common shares of the company were reserved for issuance under the 2012 Share Incentive Plan. In addition, an aggregate of (i) 7,500,000 Class M-3 common shares of the company, (ii) 7,500,000 Class M-4 common shares of the company, (iii) any Class M-1 common shares previously authorized for awards but not issued under the 2009 Share Incentive Plan, (iv) any Class M-2 common shares previously authorized for awards but not issued under the 2012 Share Incentive Plan, and (v) 8,000,000 Class A common shares are reserved for awards under the 2014 Share Incentive Plan. 3,500,000 Class A common shares will be reserved for issuance under the 2016 Share Incentive Plan. In the event of certain extraordinary corporate transactions or events affecting us, the compensation committee or our board of directors shall make such substitutions or adjustments as it deems appropriate and equitable to (i) the aggregate number and kind of shares or other securities reserved for issuance and delivery under the applicable plan, (ii) the number and kind of shares or other securities subject to outstanding awards and (iii) the exercise price and or purchase price of awards. In the case of corporate transactions such as a merger or consolidation, such adjustments may include the cancellation of outstanding awards in exchange for cash or other property or the substitution of other property for the shares subject to outstanding awards.

Types of Awards

Awards granted under the Share Incentive Plans may be nonqualified share options, rights to purchase shares, restricted shares, restricted share units and other awards settleable in, or based upon, common shares. In addition, awards granted under the 2016 Share Incentive Plan may include incentive stock options and performance awards settleable in cash.

Share Options

Share options granted under the Share Incentive Plans other than the 2016 Share Incentive Plan will be nonqualified options. Share options granted under the 2016 Share Incentive Plan may be either nonqualified options or incentive share options. Each grant of share options will be evidenced by an award agreement that specifies the exercise price, the duration of the award, the number of shares to which the award pertains and such additional limitations, terms and conditions as the Committee may determine. The exercise price of share options will be determined by the Committee, but may not be less than 100% of the fair market value of the share underlying the share options on the date of grant. Award holders generally may pay the exercise price in cash or, if approved by the Committee, in common shares (valued at fair market value on the date of exercise) or a combination thereof, or by "cashless exercise" through a broker or by withholding shares otherwise receivable on exercise. The term of share options will be determined by the Committee. The Committee will determine the vesting and exercise schedule of share options and the extent to which the share options will be exercisable after the award holder's services with us terminate.

Restricted Shares

Restricted common shares may be granted under the Share Incentive Plans with such restrictions as the Committee may designate. The Committee may provide at the time of grant that the vesting of restricted shares will be contingent upon the achievement of applicable performance goals and/or continued service. The terms and conditions of restricted share awards (including any applicable performance goals) do not need to be the same with respect to each participant. During the restriction period, the Committee may require that the share

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certificates evidencing restricted shares be held by us. Except for these restrictions and any others imposed by the Committee, the recipient will have rights of a shareholder with respect to the relevant class of restricted shares granted under the Share Incentive Plans, including the right, if any, to vote the restricted shares upon the vesting of such restricted shares; however, whether and to what extent the recipient will be entitled to receive cash or share dividends paid or made with respect to the shares or to convert such shares into Class A common shares will be set forth in the particular participant's award agreement. The restricted shares currently outstanding under the Share Incentive Plans were granted in both time-based vesting and performance-based vesting tranches. For a description of our classes of common shares, see "Description of Share Capital."

Under the current award agreements, following the initial public offering, with respect to those shares whose Lock-Up End Dates have not occurred, within 270 days following the termination of service of a participant (or, with respect to any restricted shares that vest following a participant's termination of service, 270 days following the vesting date of such restricted shares), the company has the right (but not the obligation) to repurchase all or any portion of the vested shares held by such participant on the date of such termination. The company also has the right (but not the obligation) to repurchase all or any portion of the fully paid award shares (as defined in the plans) held by such participant on the date of such termination. Assuming the termination is not for cause, the repurchase price for Class A common shares will be equal to the volume weighted average closing trading price of a Class A common share during the 60-day trading period preceding the date of notice of repurchase, and the purchase price of vested shares that have not yet been converted to Class A common shares will be the same, minus their conversion price.

Restricted Share Units

The Committee may grant restricted share units payable in cash or our common shares, conditioned upon continued service and/or the attainment of performance goals determined by the Committee. The terms and conditions of restricted share unit awards granted under the Share Incentive Plans (including any applicable performance goals) do not need to be the same with respect to each participant.

Rights to Purchase Shares and Other Share-Based Awards

The Committee may grant rights to purchase shares and other awards settleable in, or based upon, common shares under each of the Share Incentive Plans. Each such award will be evidenced by an award agreement that specifies any applicable purchase or exercise price, the duration of the award, the number of shares to which the award pertains, any applicable vesting requirements and such additional limitations, terms and conditions as the Committee may determine.

Performance Awards Settleable in Cash

Under the 2016 Share Incentive Plan, the Committee may grant performance awards settleable in cash. Each such award will be evidenced by an award agreement that specifies any applicable performance measure and performance period, any applicable vesting requirements and such additional limitations, terms and conditions as the Committee may determine.

Award Limits

The awards that may be granted under the 2016 Share Incentive Plan are generally subject to the following limits. The maximum number of Class A common shares with respect to which share options may be granted during any fiscal year to any person is 3,500,000 shares. The maximum number of Class A common shares with respect to which awards denominated in shares and subject to performance measures may be granted during any fiscal year to any person is 3,500,000 shares. The maximum amount that may be earned by any person with respect to performance awards settleable in cash during any fiscal year is \$15,000,000. These provisions are designed so that compensation resulting from such awards can qualify as tax deductible performance-based compensation under Section 162(m) of the Code, assuming other applicable regulatory requirements are satisfied.

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Termination of Service

The impact of a termination of employment or service on an outstanding award granted under the Share Incentive Plans, if any, is set forth in the applicable award agreement.

Treatment of Outstanding Equity Awards following a Sale of the Company or a Change in Control

The outstanding award agreements under the plans provide that, in the event of a sale of the company or a change in control (A) prior to a participant's termination of service or (B) within six months following the participant's termination of service by the company or AAM without cause, by the participant for good reason (as defined therein) or as a result of the participant's death or disability (each, a "qualifying termination"), the participant's time-based vesting restricted shares will vest in full. For this purpose, a change in control means any event or series of events by which (i) the Apollo Group ceases to own, directly or indirectly, equity interests in the company ("equity interests") representing 40% or more on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding equity interests of the company, and (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of a greater percentage on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding equity interests of the company than such percentage owned by the Apollo Group.

Transferability

Unvested awards under the Share Incentive Plans generally are not transferable except by will or the laws of descent and distribution or as otherwise expressly permitted by the Committee including, if so permitted, pursuant to a transfer to the participant's family members or to a charitable organization, whether directly or indirectly or by means of a trust or partnership or otherwise. Certain vested awards may be pledged by the participant holding such award as security for loans or transferred to the company to pay conversion prices or to satisfy tax withholding liabilities of such participants.

Amendment and Discontinuance

The Share Incentive Plans generally may be amended, altered, suspended, discontinued or terminated by our board of directors, but no amendment, alteration, suspension, discontinuation or termination may be made (i) if it would materially impair the rights of a participant (or his or her beneficiary) without the participant's (or beneficiary's) consent, except for any such amendment made to comply with applicable law, or (ii) without the approval of our shareholders to the extent such approval is required by applicable law.

Federal Income Tax Consequences

The following discussion is intended only as a brief summary of the federal income tax rules that are generally relevant to nonqualified share options and restricted shares that may be granted under the Share Incentive Plans, based upon the U.S. federal tax laws currently in effect. The laws governing the tax aspects of awards are highly technical and such laws are subject to change. The discussion is general in nature and does not take into account a number of considerations which may apply in light of the circumstances of a particular participant under the Share Incentive Plans. The income tax consequences under applicable foreign, state or local tax laws may not be the same as under U.S. federal income tax laws.

Share Options

Upon the grant of a share option, the award holder will not recognize any taxable income and we will not be entitled to a deduction. An award holder will recognize compensation taxable as ordinary income (and subject to income tax withholding with respect to an employee) upon exercise of a nonqualified share option equal to the

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excess of the fair market value of the shares purchased over their purchase price, and we will be entitled to a corresponding deduction. With respect to the exercise of an incentive share option, if an award holder holds the shares for one year from the date of exercise and two years from the date of grant, then the holder's profit, if any, made on the sale of the shares will be taxed as long-term capital gain, and we will not be entitled to a corresponding deduction, unless the holder does not meet the holding period requirements.

Share Awards

An award holder will recognize compensation taxable as ordinary income (and subject to income tax withholding with respect to an employee) at the time of grant of unrestricted shares in an amount equal to the excess of the fair market value of the shares at such time over the amount, if any, paid for such shares, and we will be entitled to a corresponding deduction, except to the extent the deduction limits of Section 162(m) of the Code apply.

Restricted Shares

A participant who receives any restricted shares may be permitted (but not required) to file an election under Section 83(b) of the Code (a "Section 83(b) Election") with respect to such shares. If the participant timely files the Section 83(b) Election, (a) the participant will recognize ordinary income on any such restricted shares as of the grant date equal to the excess of the fair market value of the shares (determined without regard to vesting conditions) over the amount paid for the shares, and (b) upon sale or disposition of any such restricted shares any additional gain will be treated as capital gains. (Note that if a participant files a Section 83(b) Election and the restricted shares ultimately are forfeited, the participant generally will not be entitled to a deduction for the income recognized in connection with the election.) If a participant does not file a Section 83(b) Election, at the time the substantial risk of forfeiture with respect to such restricted shares lapses, the participant will recognize ordinary income equal to the excess of the fair market value of the shares at such time over the amount paid for the shares. The amount of ordinary income recognized by making a Section 83(b) Election or upon the lapse of such restrictions is deductible by us as compensation expense, except to the extent the deduction limits of Section 162(m) of the Code apply. In addition, a participant receiving dividends with respect to restricted shares for which a Section 83(b) Election has not been made and prior to the time such restrictions lapse will recognize compensation taxable as ordinary income (and subject to income tax withholding with respect to an employee), rather than dividend income, in an amount equal to the dividends paid and we will be entitled to a corresponding deduction, except to the extent the deduction limits of Section 162(m) of the Code apply.

Restricted Share Units

A participant will not recognize compensation taxable as ordinary income at the time an RSU is granted and we will not be entitled to a tax deduction at that time. Upon settlement of RSUs, the participant will recognize compensation taxable as ordinary income (and subject to income tax withholding with respect to an employee) in an amount equal to the excess of the fair market value of any shares delivered over the amount, if any, paid for the shares plus any cash paid by us. We generally will be entitled to a business expense deduction in the same amount and at the same time as the participant recognizes ordinary income, except to the extent the deduction limits of Section 162(m) of the Code apply.

Performance Awards and Other Share-Based Awards

The taxation of performance awards and other share-based awards will depend on the specific terms of the award. Generally, the grant of performance awards and share-settled awards will have no federal income tax consequences for us or for the participant at the time of grant and the participant recognizes compensation taxable as ordinary income (and subject to income tax withholding with respect to an employee) at the time such awards are settled equal to excess of the fair market value of any unrestricted shares received over the amount, if any, paid for such shares plus any cash paid by us. Subject to the restrictions of Section 162(m) of the Code, we

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generally will be entitled to a business expense deduction in the same amount and at the same time as the participant recognizes ordinary income.

Section 162(m) of the Code

Section 162(m) of the Code generally limits to \$1 million the amount that a publicly held corporation is allowed each year to deduct for the compensation paid to the corporation's NEOs. However, "qualified performance-based compensation" is not subject to the \$1 million deduction limit. Additionally, provided certain conditions are satisfied, newly public companies may be exempt from Section 162(m) of the Code for a transition period of up to three years following the date of the initial public offering.

To constitute qualified performance-based compensation, the following requirements must be satisfied: (i) the performance goals are determined by a committee consisting solely of two or more "outside directors," (ii) the material terms under which the compensation is to be paid, including the performance goals, are approved by the corporation's stockholders, and (iii) the committee certifies that the applicable performance goals are satisfied before payment of any qualified performance-based compensation is made. Certain compensation under the Share Incentive Plans, such as that payable with respect to options and stock appreciation rights, is not expected to be subject to the \$1 million deduction limit, but other non-performance-based compensation payable under the Share Incentive Plan, such as share awards and other share-based awards may be subject to such limit in the future.

PRINCIPAL AND SELLING SHAREHOLDERS

Principal Shareholders

The following table sets forth information as of June 30, 2016 regarding the beneficial ownership of our Class A common shares and our Class B common shares by (1) each person or group who is known by us to own beneficially more than 5% of our outstanding Class A common shares or our Class B common shares (including any securities convertible or exchangeable within 60 days into Class A common shares or Class B common shares, as applicable), (2) each of our NEOs, (3) each of our directors and (4) all of our current executive officers and directors as a group.

Beneficial ownership for the purposes of the following table is determined in accordance with the rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if such person has or shares the power to vote or direct the voting thereof, or to dispose or direct the disposition thereof or has the right to acquire such powers within 60 days. Our Class B common shares are convertible into Class A common shares at any time at the option of the holder, with prior notice to the company, on a one-for-one basis. Accordingly, for the purposes of this table each holder of Class B common shares is deemed to be the beneficial owner of an equal number of Class A common shares (in addition to any other Class A common shares beneficially owned by such holder), which is reflected in the table entitled “Amount and Nature of Beneficial Ownership” under the columns “Number of Shares” and “Percent” for the Class A common shares. Certain Class A common shares may be deemed non-voting when owned by a shareholder if such shareholder (or certain of its affiliates) (1) owns, directly or indirectly, Class B common shares, (2) holds an equity interest in Apollo or the AAA Investor or (3) is a member of the Apollo Group at which time any member of the Apollo Group holds Class B common shares, subject to certain exceptions. As such, certain of our Class A common shareholders hold voting shares, but such shares are non-voting when being held by such holder due to these restrictions. If such holder sold any such shares to another holder that would not be subject to these restrictions, such Class A common shares would be voting shares. In addition, the voting power of our shareholders may be restricted or adjusted as described in “Description of Share Capital—Common Shares—Voting Rights.” See “—Voting Power” for an illustration of the voting power of certain shareholders who beneficially own more than 5% of our Class A common shares and Class B common shares. Such illustration includes shareholders who may own non-voting Class A common shares who, to our knowledge, beneficially own more than 5% of our outstanding Class A common shares and Class B common shares.

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To our knowledge, each person named in the table below has sole voting and investment power with respect to all of the Class A common shares, Class B common shares and Class M common shares convertible into Class A common shares within 60 days shown as beneficially owned by such person, except as otherwise set forth in the notes to the table and pursuant to applicable community property laws. Additionally, to our knowledge, certain of these shareholders also own equity interests in the AAA Investor, which holds a significant number of our Class B common shares. As of June 30, 2016, such equity interests of the AAA Investor do not entitle the holders thereof to exchange such interests for common shares of Athene, but after the consummation of this offering, the AAA Investor may elect to distribute the common shares of Athene that it holds to such holders, whether by its liquidation or otherwise. The notes to the table below reflect the pro forma ownership of certain shareholders who, to our knowledge, also own interests in the AAA Investor assuming their respective interests in the AAA Investor were exchanged for Class B common shares of Athene and that such Class B common shares were exchanged on a one-for-one basis into Class A common shares of Athene as of June 30, 2016. Unless otherwise indicated in the table or footnotes below, the address for each officer and director listed in the table is c/o Athene Holding Ltd., Chesney House, First Floor, 96 Pitts Bay Road, Pembroke, HM08, Bermuda.

	Amount and Nature of Beneficial Ownership					
	Class A Common Shares Beneficially Owned (1)				Class B Common Shares Beneficially Owned	
	Prior to the initial public offering		After giving effect to the initial public offering			
	Number of Shares	Percent(2)	Number of Shares	Percent(2)	Number of Shares	Percent
Entities managed by or affiliated with Apollo ⁽³⁾⁽⁴⁾	135,963,975	73.0%			135,963,975	100%
2403304 Ontario Limited ⁽⁵⁾	5,769,231	11.5%				
Stanhope Investments ⁽⁶⁾	4,615,385	9.2%				
Teacher Retirement System of Texas ⁽⁷⁾	3,653,846	7.3%				
Normanton Investments Pte. Ltd. ⁽⁸⁾	2,884,615	5.7%				
CREL/OAC L.L.C. ⁽⁹⁾	2,500,000	5.0%				
Executive Officers and Directors						
James R. Belardi ⁽¹⁰⁾	2,830,801	5.4%				
William J. Wheeler ⁽¹¹⁾	360,923	*				
Grant Kvalheim ⁽¹²⁾	1,882,353	3.7%				
Martin P. Klein ⁽¹³⁾	65,000	*				
Guy H. ("Chip") Smith, III ⁽¹⁴⁾	194,480	*				
Marc Rowan ⁽¹⁵⁾	—	—				
Marc Beilinson ⁽¹⁶⁾	47,568	*				
Imran Siddiqui ⁽¹⁷⁾	1,961,539	3.9%				
Ahmed Ghubash ⁽¹⁸⁾	—	—				
Gernot Lohr ⁽¹⁹⁾	1,103,589	2.2%				
Jerome Mourgue d'Algue ⁽²⁰⁾	—	—				
Matthew R. Michelini ⁽²¹⁾	125,000	*				
Robert Borden ⁽²²⁾	39,715	*				
Mark Cutis ⁽²³⁾	—	—				
Hope Taitz ⁽²⁴⁾	51,773	*				
Lawrence J. Ruisi ⁽²⁵⁾	39,955	*				
Dr. Manfred Puffer ⁽²⁶⁾	39,796	*				
H. Carl McCall	—	—				
Brian Leach	—	—				
Arthur Wrubel	—	—				
All directors and executive officers as a group (22 persons)⁽²⁷⁾	9,737,570	18.2%				

* Represents less than 1%.

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- (1) Class M common shares are subject to time- or performance-based vesting and following the offering will be convertible into Class A common shares. The number of Class M common shares included in the table represents the number of time-based vesting Class M common shares that vest as of August 29, 2016, the date that is 60 days after June 30, 2016. We assume for purposes of the table that Class M common shares convert into Class A common shares on a one-for-one basis.
- (2) The percentage of beneficial ownership of our Class A common shares is based on 50,217,445 Class A common shares outstanding as of June 30, 2016.
- (3) Consists of shares held of record by the following members of the Apollo Group (the "Apollo Holders"): 86,130,376 Class B common shares held of record by the AAA Investor, 14,480,287 Class B common shares held of record by Stanhope Life, L.P. and Stanhope Life II, L.P., 9,989,660 Class B common shares held of record by Palmetto Athene Holdings (Cayman), L.P., 6,730,769 Class B common shares held of record by AHL Investor 2014, L.P., 14,822,015 Class B common shares held of record by Apollo Principal Holdings III, L.P., and Class B common shares held of record by other members of the Apollo Group, which collectively represent less than 5% of the Class B common shares.

AAA Investments, L.P. is the general partner of the AAA Investor. AAA is the indirect parent of the AAA Investor. AAA Associates, L.P. is the general partner of AAA Investments, L.P. AAA MIP Limited is the general partner and investment manager of AAA Associates, L.P. Apollo Alternative Assets, L.P. is the investment services provider for the AAA Investor, AAA Investments, L.P., AAA Associates, L.P. and AAA MIP Limited. Apollo International Management, L.P. is the managing general partner of Apollo Alternative Assets, L.P. Apollo International Management GP, LLC is the general partner of Apollo International Management, L.P. Apollo Management Holdings, L.P. is the manager of Apollo International Management GP, LLC. Apollo Management Holdings GP, LLC is the general partner of Apollo Management Holdings, L.P. Apollo Palmetto Management, LLC is the general partner of Palmetto Athene Holdings (Cayman), L.P. and Apollo Palmetto Advisors, L.P. Apollo Principal Holdings IV, L.P. is the sole member of Apollo Palmetto Management, LLC. Apollo Principal Holdings IV GP, Ltd. is the general partner of Apollo Principal Holdings IV, L.P. Apollo Principal Holdings III GP, Ltd. is the general partner of Apollo Principal Holdings III, L.P. Leon Black, Joshua Harris and Marc Rowan are the managers or directors of Apollo Management Holdings GP, LLC, Apollo Principal Holdings III GP, Ltd. and Apollo Principal Holdings IV GP, Ltd. and comprise the members of the investment committee of Apollo Alternative Assets, L.P. Messrs. Black, Harris and Rowan also serve as the executive officers and managers of Apollo and its affiliated investment managers and advisors. Messrs. Black, Harris and Rowan ultimately exercise voting and dispositive control over the shares owned of record by the AAA Investor, Apollo Alternative Assets, L.P., Palmetto Athene Holdings (Cayman), L.P., Apollo Palmetto Advisors, L.P. and Apollo Principal Holdings III, L.P. and each may be deemed to beneficially own such shares.

Stanhope Life Advisors, L.P. is the general partner each of Stanhope Life, L.P. and Stanhope Life II, L.P. Apollo Administration GP Ltd. is the general partner of Stanhope Life Advisors, L.P. and William Kuesel is the sole director of Apollo Administration GP Ltd. In his capacity as the director Mr. Kuesel exercises voting and dispositive control over the shares owned of record by Stanhope Life, L.P. and Stanhope Life II, L.P. and may be deemed a beneficial owner of such shares. Mr. Kuesel is an employee of Apollo and its affiliated investment managers and advisors.

AHL 2014 Investor GP Ltd. is the general partner of AHL Investor 2014, L.P. Apollo Administration GP Ltd. is the director of AHL 2014 Investor GP Ltd. and Mr. Kuesel is the sole director of Apollo Administration GP Ltd. In his capacity as the director Mr. Kuesel exercises voting control over the shares owned of record by AHL 2014 Investor 2014, L.P. and may be deemed a beneficial owner of such shares. Procific, a Cayman Islands exempted company with limited liability, is a wholly-owned subsidiary of ADIA, a public institution established by the Government of the Emirate of Abu Dhabi, and has dispositive control over our common shares held by AHL Investor 2014, L.P. ADIA's Investment Committee, which is chaired by the Managing Director, is responsible for managing and overseeing investment-related matters for ADIA, including authority over the exercise of investment and voting powers with respect to investments. The Investment Committee consist of: H.H. Sheikh Hamed Bin Zayed Al Nahyan (Managing Director), H.E. Khalil Mohammed Sharif Foulathi, H.E. Hareb Masood Hamad Rashed Aldarmaki, H.H. Sheikh Mohammed Bin Khalifa bin Zayed Al Nahyan, H.E. Hamad Mohammed Al Hurr Al Suwaidi, Mohamed Ahmed M. Bandouq Alqamzi, Obaid Murad Hassan Abdulla Alsuwaidi, Nasser Shotait Salem Rashed Al Ketbi, Khalifa Matar Khalifa Qaroon Almhairi, Majed Salem Khalifa Rashed Alromaithi, Hamad Shahwan Surour Shahwan Aldhaheeri, Juma Klamis Mugheer Jaber Alkheyli and Salem Mohamed Hela Rashed Almazroueid. In addition to its ownership of our common shares through AHL Investor 2014, L.P., Procific also owns interests in the AAA Investor. Procific does not have the power to vote or dispose of any Athene common shares held by the AAA Investor and therefore is not deemed to beneficially own such shares. Assuming all of such interests were exchanged on an equivalent basis for Class B common shares of Athene, and such shares were in turn exchanged for Class A common shares on a one-for-one basis, in each case, as of June 30, 2016, Procific would own an additional 37,145,586 Class A common shares and, together through their ownership of AHL Investor 2014, L.P., would own a total of 43,876,355 of our Class A common shares.

- (4) The address of each of the Apollo Holders, Apollo and Apollo's investment manager and advisors, Messrs. Black, Harris, Rowan and Kuesel is c/o Apollo Global Management LLC, 9 West 57th Street, 43rd Floor, New York, New York 10019. The registered office for Procific is Willow House, Cricket Square, P.O. Box 709, Grand Cayman, Cayman Islands, KY1-1107.
- (5) Refers to shares owned by 2403304 Ontario Limited ("2403304"), a wholly-owned subsidiary of Ontario Teachers' Pension Plan Board ("OTPP"). Each of Ken Manget and Maggie Fanari may be deemed to have the power to dispose of the shares held by 2403304 because of a delegation of authority from the President and Chief Executive Officer of OTPP to such persons, and because of a delegation of authority to the President and Chief Executive Officer of OTPP from the Board of Directors of each

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- of OTPP and 2403304, and each such person expressly disclaims beneficial ownership of such shares. The address of each of 2403304 and OTPP is 5650 Yonge Street, Toronto, Ontario M2M 4H5 Canada.
- (6) The address for Stanhope Investments is 190 Elgin Avenue, Grand Cayman KY1-9005, Cayman Islands.
 - (7) The address for Teacher Retirement System of Texas is 1000 Red River Street, Austin, TX 78701-2698.
 - (8) The address for Normanton Investments Pte. Ltd. is Les Cascades, Edith Cavell Street, Port Louis, Republic of Mauritius.
 - (9) The address for CREL/OAC L.L.C. is 505 Park Avenue, 10th Floor, New York, NY 10022.
 - (10) Consists of (1) 886,024 Class A common shares held of record by the James and Leslie Belardi Family Trust, and (2) 1,944,777 Class M common shares vested as of August 29, 2016 which are convertible into Class A common shares following the offering. Excludes 30,972 restricted Class A common shares and 2,242,389 Class M common shares which are unvested as of August 29, 2016. Mr. Belardi disclaims beneficial ownership of all common shares of Athene held by members of the Apollo Group.
 - (11) Excludes 3,195 restricted Class A common shares and 2,500,000 Class M common shares which are unvested as of August 29, 2016.
 - (12) Consists of (1) 664,680 Class A common shares held of record by Grant Kvalheim April 2014 GRAT, (2) 37,150 Class A common shares held of record by Grant Kvalheim 2009 Children's GST Exempt Trust-DK, (3) 37,150 Class A common shares held of record by Grant Kvalheim 2009 Children's GST Exempt Trust-LK, (4) 37,150 Class A common shares held of record by Grant Kvalheim 2009 Children's GST Exempt Trust-MK, (5) 738,740 Class A common shares held of record by Grant Kvalheim individually and (6) 367,483 Class M common shares vested as of August 29, 2016 which are convertible into Class A common shares following the offering. Excludes 46,999 restricted Class A common shares and 983,483 Class M common shares which are unvested as of August 29, 2016.
 - (13) Excludes 260,000 Class M common shares which are unvested as of August 29, 2016.
 - (14) Consists of 36,379 Class A common shares and 158,101 Class M common shares vested as of August 29, 2016 which are convertible into Class A common shares following the offering. Excludes 8,558 restricted Class A common shares and 310,101 Class M common shares which are unvested as of August 29, 2016.
 - (15) Does not own any Class A common shares and disclaims beneficial ownership of all Class A common shares owned by members of the Apollo Group.
 - (16) Excludes 4,982 restricted Class A common shares which are unvested as of August 29, 2016.
 - (17) Consists of 1,961,539 Class A common shares held of record by the Siddiqui Family 2014 GST Trust. Mr. Siddiqui disclaims beneficial ownership of all Class A common shares held of record by the Siddiqui Family 2014 GST Trust and all common shares of Athene held by members of the Apollo Group. In addition to his ownership of our Class A common shares, Mr. Siddiqui also owns interests in the AAA Investor. Mr. Siddiqui does not have the power to vote or dispose of any Athene common shares held by the AAA Investor and therefore is not deemed to beneficially own such shares. Assuming all of such interests were exchanged on an equivalent basis for Class B common shares of Athene, and such shares were in turn exchanged for Class A common shares on a one-for-one basis, in each case, as of June 30, 2016, Mr. Siddiqui would own an additional 7,535 Class A common shares and, together with the Class A common shares that he is deemed to beneficially own shown in the table above, he would own a total of 1,969,074 of our Class A common shares. 1,961,539 Class A common shares owned by the Siddiqui Family 2014 GST Trust have been pledged as security to a financial institution.
 - (18) Does not own any Class A common shares and disclaims beneficial ownership of all common shares of Athene owned by Proclific.
 - (19) Mr. Lohr disclaims beneficial ownership of all common shares of Athene held by members of the Apollo Group. In addition to his ownership of our Class A common shares, Mr. Lohr also owns interests in the AAA Investor. Mr. Lohr does not have the power to vote or dispose of any Athene common shares held by the AAA Investor and therefore is not deemed to beneficially own such shares. Assuming all of such interests were exchanged on an equivalent basis for Class B common shares of Athene, and such shares were in turn exchanged for Class A common shares on a one-for-one basis, in each case, as of June 30, 2016, Mr. Lohr would own an additional 499,153 Class A common shares and, together with the Class A common shares that he is deemed to beneficially own shown in the table above, he would own a total of 1,602,742 of our Class A common shares. 1,103,589 Class A common shares owned by Mr. Lohr have been pledged as security to a financial institution.
 - (20) Does not own any Class A common shares and disclaims beneficial ownership of all common shares of Athene owned by Proclific.
 - (21) Mr. Michelini disclaims beneficial ownership of all common shares of Athene held by members of the Apollo Group.
 - (22) Consists of (1) 37,147 Class A common shares held of record by PENSICO Trust Co. Custodian FBO Robert L. Borden IRA and (2) 2,568 Class A common shares held of record by Mr. Borden individually. Excludes 4,689 restricted Class A common shares which are unvested as of August 29, 2016.
 - (23) Does not own any Class A common shares and disclaims beneficial ownership of all common shares of Athene owned by Stanhope Life, L.P., Stanhope Life II, L.P. and Stanhope Investments.
 - (24) Excludes 5,719 restricted Class A common shares which are unvested as of August 29, 2016.
 - (25) Excludes 5,130 restricted Class A common shares which are unvested as of August 29, 2016.
 - (26) Excludes 4,835 restricted Class A common shares which are unvested as of August 29, 2016.
 - (27) Totals include purchased Class A common shares and any restricted common shares which have or will vest as of August 29, 2016.

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Voting Power

The following table sets forth the voting power as of June 30, 2016 of each person or group who is known by us to own beneficially more than 5% of our outstanding Class A common shares or Class B common shares (including any securities convertible or exchangeable within 60 days into Class A common shares or Class B common shares, as applicable).

The aggregate and respective voting power of our Class A common shares and Class B common shares is determined in accordance with our bye-laws. The Class A common shares collectively represent 55% of the total voting power of our common shares and the Class B common shares represent, in aggregate, 45% of the total voting power of our common shares, each subject to certain adjustments, as described in “Description of Share Capital—Common Shares—Voting Rights.” Apollo beneficially owns or exercises voting control over the Class B common shares. The voting rights exercisable by Class A shareholders other than Apollo are limited so that Control Groups are deemed not to hold more than 9.9% of the total voting power conferred by our shares. The percentage reduction of votes that occurs by operation of the foregoing limitation will generally be reallocated proportionately among other Class A common shareholders who are not members of these groups so long as such reallocation does not cause a Control Group to hold more than 9.9% of the total voting power of our shares. In addition, certain Class A common shares may be deemed non-voting when owned by a shareholder if such shareholder (or certain of its affiliates) (1) owns, directly or indirectly, Class B common shares, (2) holds an equity interest in Apollo or AAA or (3) is a member of the Apollo Group at which time any member of the Apollo Group holds Class B common shares, subject to certain exceptions. As such, certain of our Class A common shareholders hold voting shares, but such shares are non-voting when being held by such holder due to these restrictions. If such holder sold any such shares to another holder that would not be subject to these restrictions, such Class A common shares would be voting shares.

Pursuant to our bye-laws, the total voting power of Class A common shares held by members of our management and employees of the Apollo Group that are shareholders is limited to 3% of the total voting power of our common shares.

The table below shows the voting power of certain shareholders who, to our knowledge, beneficially own more than 5% of our outstanding Class A common shares and Class B common shares as of June 30, 2016.

	Number of Class A Common Shares Owned	Number of Class B Common Shares Owned	Total Number of Shares Owned	Percent of Total Outstanding Class A Common Shares and Class B Common Shares Owned	Total Voting Power of Class A Common Shares and Class B Common Shares Taken Together ⁽¹⁾
Entities managed by or affiliated with Apollo	—	135,963,975	135,963,975	73.0%	45.0%
2403304 Ontario Limited	5,769,231	—	5,769,231	3.1%	9.5%
Stanhope Investments	4,615,385	—	4,615,385	2.5%	0%(2)
Teacher Retirement System of Texas	3,653,846	—	3,653,846	2.0%	6.0%
Normanton Investments Pte. Ltd.	2,884,615	—	2,884,615	1.5%	4.7%
CREL/OAC L.L.C.	2,500,000	—	2,500,000	1.3%	4.1%

- (1) The Class B common shares represent, in aggregate, 45% of the total voting power of our common shares, subject to certain adjustments, as described in “Description of Share Capital—Common Shares—Voting Rights.” The Class B common shares vote as a single block based upon the vote of the majority of the Class B common shares, voting as a class.
- (2) Owns non-voting Class A common shares.

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Selling Shareholders

The following table sets forth, as of the date of this prospectus, the name of the selling shareholders for whom we are registering shares for resale to the public, and the number of Class A common shares that each selling shareholder may offer pursuant to this prospectus. When we refer to “selling shareholders” in this prospectus, we mean the persons listed in the table below, and the pledgees, donees, permitted transferees, assignees, successors and others who later come to hold any of the selling shareholders’ interests in our Class A common shares other than through a public sale. The Class A common shares offered by the selling shareholders were issued pursuant to exemptions from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”). The selling shareholders represented to us that they were qualified institutional buyers or accredited investors and were acquiring our Class A common shares for investment and had no present intention of distributing the Class A common shares.

Based on information provided to us by the selling shareholders and as of the date the same was provided to us, assuming that the selling shareholders sell all the Class A common shares beneficially owned by them that have been registered by us and do not acquire any additional shares during the offering, the selling shareholders will not own any shares other than those appearing in the column entitled “Number of Class A Common Shares Owned After the Offering.” We cannot advise as to whether the selling shareholders will in fact sell any or all of such Class A common shares. In addition, the selling shareholders may have sold, transferred or otherwise disposed of, or may sell, transfer or otherwise dispose of, at any time and from time to time, the Class A common shares in transactions exempt from the registration requirements of the Securities Act after the date on which they provided the information set forth on the table below.

<u>Selling Shareholder</u>	<u>Number of Class A Common Shares Owned Prior to the Offering</u>	<u>Number of Class A Common Shares That May Be Sold</u>	<u>Number of Class A Common Shares Owned After the Offering</u>	<u>Percentage of Class A Common Shares Outstanding After the Offering</u>

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of certain relationships and transactions that have existed or that we have entered into with our directors, executive officers, or shareholders who are known to us to beneficially own more than five percent of our voting Class A common shares or Class B common shares and their immediate family members as well as certain other transactions.

Relationships and Related Party Transactions with Apollo or its Affiliates

We have a strategic relationship with Apollo. Apollo’s indirect subsidiary, AAM, serves as our investment manager. In addition to being our co-founder, Apollo assists us in identifying and capitalizing on acquisition opportunities that have been critical to our ability to significantly grow our business. Members of the Apollo Group are significant owners of our common shares and control 45% of the aggregate voting power of our equity securities. Our Chief Executive Officer is also an employee of, and receives substantial remuneration from acting as Chief Executive Officer of, AAM and owns a 5% profits interest in AAM. Additionally, employees of Apollo and its affiliates serve on our board of directors. We expect our strategic relationship with Apollo to continue for the foreseeable future. A number of our directors are also employees of Apollo or its affiliates.

A description of certain relationships we have with Apollo and its affiliates and transactions that have existed or that we have entered into with Apollo and its affiliates are described below.

The following table summarizes the fees we have incurred, directly and indirectly, from Apollo and its affiliates for the periods presented below (\$ in millions):

	Six Months Ended June 30, 2016		Years Ended December 31,					
	Fees Incurred	% of Average Invested Assets ⁽¹⁾	2015		2014		2013	
			Fees Incurred	% of Average Invested Assets	Fees Incurred	% of Average Invested Assets	Fees Incurred	% of Average Invested Assets
IMAs—U.S. and Bermuda ⁽²⁾	\$ 114.9	0.34%	\$ 233.5	0.38%	\$ 229.2	0.39%	\$ 103.2	0.40%
Investment Advisory Agreement—Germany	3.5	0.01%	1.2	0.00%	—	0.00%	—	0.00%
Apollo Master Sub-Advisory Agreement	34.4	0.10%	41.9	0.07%	36.3	0.06%	20.0	0.08%
Apollo Fund Investment ⁽³⁾	19.3	0.05%	50.9	0.08%	43.1	0.07%	118.1	0.45%
Third Party Sub-Advisory Agreement	—	0.00%	—	0.00%	—	0.00%	0.3	0.00%
AmeriHome	2.6	0.01%	2.9	0.01%	0.4	0.00%	—	0.00%
Shared Services Agreement	2.2	0.01%	2.3	0.00%	(13.0)	(0.02)%	15.8	0.06%
Commercial Mortgage Loan Servicing Agreement	0.1	0.00%	0.5	0.00%	0.7	0.00%	—	0.00%
Out-of-Pocket Expenses ⁽⁴⁾	4.2	0.01%	5.3	0.01%	1.9	0.00%	2.9	0.01%
	<u>\$ 181.2</u>	<u>0.53%</u>	<u>\$ 338.5</u>	<u>0.55%</u>	<u>\$ 298.6</u>	<u>0.50%</u>	<u>\$ 260.3</u>	<u>1.00%</u>
Average invested assets		<u>\$ 68,228</u>		<u>\$ 61,484</u>		<u>\$ 59,207</u>		<u>\$ 25,965</u>

(1) Percent of average invested assets for the six months ended June 30, 2016 is annualized.

(2) Exclusive of amounts we received pursuant to the AAM long-term incentive plan. See “—Equity Transactions.”

(3) Includes total management, carried interest (including unrealized but accrued carried interest fees) and other fees, including those we hold as equity method investments.

(4) Advisory Services Agreement entered into on August 23, 2016. Prior to the agreement, we reimbursed Apollo or its affiliates for certain out-of-pocket expenses they incurred in connection with rendering services to us.

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Investment Management Relationships

Under our IMAs with AAM, except with respect to our German operations, substantially all of our invested assets are managed by AAM. AAM provides a full array of asset and portfolio management services to us. AAM was founded as a partnership between James R. Belardi and Apollo to provide Athene with a dedicated investment asset manager capable of creating and executing a bespoke investment strategy that is optimal for Athene's dynamic investment needs. AAM has built a dedicated team of more than 100 investment and operations professionals, senior members of which have deep sector experience in the asset management industry and have overseen our investment portfolio since our founding. As a subsidiary of Apollo, AAM is fully integrated into the Apollo investment platform and provides Athene with access to Apollo's investment expertise and fully-built infrastructure without the burden of incurring the development and maintenance costs of building an in-house investment asset manager with the capabilities of Apollo/AAM.

As of June 30, 2016, AAM's investment professionals directly invested approximately 82% of the invested assets in our U.S. and Bermuda accounts owned by us or in accounts supporting reinsurance ceded to our subsidiaries by third-party insurers (the "North America Accounts") in a number of asset classes, including investment grade corporate credit and RMBS. For the remainder of the invested assets in the North America Accounts, which is comprised of assets which often require additional sourcing and underwriting capabilities, AAM has chosen to mandate subadvisors rather than building out in-house capabilities. In this regard, AAM is able to leverage its relationship with Apollo in a sub-advisory capacity, pursuant to which AAM has mandated Apollo to invest in asset classes in which Apollo has investment expertise and sourcing capabilities, such as high yield credit, CMLs, CLOs, CMBS and certain ABS. All sub-advised assets are ultimately overseen by AAM to ensure they are appropriate for our business and consistent with our investment strategy. Through our relationship with Apollo and having extensive knowledge of our corporate structure and business targets, AAM often creates or sources unique investment opportunities, such as our investments in MidCap and AmeriHome, described under "—MidCap" and "—AmeriHome".

We have historically relied on AAM to efficiently reinvest large blocks of invested assets we have acquired. AAM's investment professionals have developed an intimate knowledge of our liability profile, which is long-dated and predominantly surrender charge protected. This knowledge serves as the foundation of our asset management strategy by enabling us to take advantage of our generally illiquid liability profile and identify asset opportunities with an emphasis on earning incremental yield by taking liquidity risk and complexity risk, rather than assuming solely credit risk. Through AAM and Apollo, we are able to source, value and invest in these high quality assets to drive and target greater investment returns. Additionally, AAM has grown as we have grown. In response to our rapid asset growth and other significant changes in our requirements, such as our strategy of pursuing ongoing retail product sales, AAM has added resources to directly manage our assets and has significantly increased the number and capabilities of its staff to service our growing investment portfolio.

In connection with the acquisition of DLD, our internal German asset management company, ADKG, entered into an investment advisory agreement with AAME pursuant to which AAME provides advisory services for a significant portion of our German investment portfolio.

As discussed in greater detail below, for services related to the investment assets of our U.S. and Bermuda companies, AAM earns an investment management fee of 0.40% per annum on all assets in the North America Accounts (subject to certain exceptions), and other affiliates of Apollo earn additional fees for sub-advisory services rendered with respect to certain invested assets within the North America Accounts. Affiliates of Apollo also earn additional fees paid by funds or other collective investment vehicles in which we are invested for management and other services provided by such affiliates of Apollo to such funds and investment vehicles. For the services related to our investment assets in Germany, AAME earns advisory fees of 0.10% on assets advised by AAME (the discrepancy in rates earned by AAME and AAM is due to differences in the investment characteristics, as described in greater detail below). We believe that our relationships with AAM, Apollo and other Apollo affiliates have contributed to and will continue to contribute to our strong financial performance.

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For the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, we generated net investment income of \$1.4 billion, \$2.5 billion, \$2.3 billion and \$1.1 billion, respectively. Net of the aforementioned fees, we achieved consolidated net investment earned rates of 4.13%, 4.24%, 4.29% and 6.66% for the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, respectively.

Although the investment management fee that AAM charges us is generally 0.40% per annum on all assets in the North America Accounts, in order to support continued profitable growth for Athene, AAM has offered to discount certain fees due by Athene. For the total dollar amount of all liabilities sourced through our organic distribution channels during 2016 in excess of \$5.1 billion (subject to certain exceptions, "Excess Liabilities"), AAM has agreed to discount fees as follows:

- During 2016, a discount of 0.40% per annum multiplied by such Excess Liabilities. The 2016 discount relating to such Excess Liabilities is intended to reasonably approximate a full discount of the AAM fee on the assets relating to such Excess Liabilities during the remainder of the 2016 calendar year.
- For 2017, a discount of 0.20% per annum multiplied by such Excess Liabilities, resulting in a reasonable approximation of a 0.20% fee on the assets relating to such Excess Liabilities during the 2017 calendar year.
- For 2018 and thereafter, a discount of 0.075% per annum, resulting in a reasonable approximation of a 0.325% fee on the assets relating to such Excess Liabilities during the 2018 calendar year and thereafter.

Excess Liabilities are determined based on our actuarial projections at the time that such Excess Liabilities are written and will amortize on a quarterly basis according to our projections for purposes of determining the discount. As of June 30, 2016, our organic channels have provided deposits of \$4.0 billion.

Messrs. Rowan, Lohr, Michelini and Siddiqui, members of our board of directors, also serve as directors of AAM. Messrs. Rowan and Lohr are also directors of AAME. James R. Belardi, our Chief Executive Officer and a member of our board of directors, is the Chief Executive Officer, Chief Investment Officer and a director of AAM. Mr. Belardi has owned equity units in AAM since its founding and currently owns a profits interest equivalent to approximately 5% of the equity of AAM.

IMAs – U.S. and Bermuda

As of June 30, 2016, AAM managed approximately \$62.7 billion of assets in the North America Accounts. These assets are invested primarily in a diversified portfolio of fixed maturity and other securities. Approximately \$51.2 billion of these assets, the majority of which are investment grade fixed income assets, are in accounts directly invested by AAM while the remainder of our investment assets in the United States and Bermuda are primarily managed by AAM and Apollo through a sub-advisory arrangement between AAM and Apollo. As compensation for the enhanced and bespoke investment management services that AAM provides to us, under investment management agreements between AAM and us, AAM receives a gross fee of 0.40% per annum on all assets in the North America Accounts, with certain limited exceptions. The gross fee of 0.40% per annum is paid in part by the North America Accounts and in part by AHL to the extent that any North America Account's direct rate is less than 0.40% per annum.

Investment Advisory Agreement – Germany

As of June 30, 2016, AAME advised with respect to approximately \$5.1 billion of assets owned by our German Group Companies. As compensation for the investment advisory services rendered to ADKG under the investment advisory agreement between AAME and ADKG in relation to the assets ADKG manages for our German Group Companies, AAME receives a gross fee of 0.10% per annum on the assets with respect to which it advises, which includes all assets of our German Group Companies except operating cash and certain other

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excluded asset classes. As discussed in “Business—Investment Management,” the investment characteristics of our assets held by ADKG and our other Germany Group Companies differ substantially from the characteristics of our U.S. and Bermuda subsidiaries. Given these differences in the overall business model and lower yielding, more homogenous investment portfolio and resulting less diverse requisite expertise, our asset management fees in Germany are significantly lower than those paid by us with respect to the North America Accounts.

Termination of Investment Management or Advisory Agreements with AAM and AAME

The investment management or advisory agreements between us and AAM or AAME have no stated term and may be terminated by either AAM or AAME, or AHL or the relevant subsidiary, as applicable, upon notice at any time. However, our bye-laws provide that neither AHL nor its subsidiaries will exercise their termination rights under such agreements, except that any such agreement between AHL or any of its subsidiaries and AAM or AAME may only be terminated on an IMA Termination Date, and any termination on an IMA Termination Date without cause requires (i) the approval of AHL’s board of directors and at least 50% of the total issued shares of AHL that are entitled to vote (giving effect to the voting allocation provisions set forth in AHL’s bye-laws) and (ii) six months’ prior written notice to AAM or AAME of such termination. Notwithstanding the foregoing, any such IMA may be terminated by AHL’s board of directors for cause (as defined in AHL’s bye-laws) which includes (a) material violations of law relating to AAM’s or AAME’s advisory business, (b) AAM’s or AAME’s gross negligence, willful misconduct or reckless disregard of its obligations under the relevant agreement, (c) a determination by the board of directors, in its sole discretion and acting in good faith, on an annual basis, of unsatisfactory long-term performance of AAM or AAME, or (d) a determination by the board of directors, in its sole discretion and acting in good faith, on an annual basis, that the fees being charged by AAM or AAME are unfair and excessive compared to a comparable asset manager (provided, that in the case of the immediately preceding clauses (c) and (d), the board of directors must deliver notice of such determination to AAM or AAME, as applicable, and AAM or AAME, as applicable, shall have 30 days after receipt of such notice to address the board of directors’ concerns, and, provided, further, that in the case of the immediately preceding clause (d), AAM or AAME has the right to lower its fees to match the fees of such comparable asset manager). In addition, the boards of directors of AHL’s subsidiaries may terminate an investment management or advisory agreement with AAM or AAME with regards to the applicable subsidiary if such subsidiary’s board of directors determines that such termination is required in the exercise of its fiduciary duties. AAM or AAME may terminate such agreements at any time, which may adversely affect our investment results. See “Risk Factors—Risks Relating to Our Investments and Investment Manager—We rely on our investment management or advisory agreements with AAM and AAME for the management of our investment portfolio. AAM and AAME may terminate these arrangements at any time, and there are limitations on our ability to terminate such arrangements, which may adversely affect our investment results.”

Apollo Master Sub-Advisory Agreement (“MSAA”) and Apollo Fund Investments

AAM and certain affiliates of Apollo entered into MSAs for the benefit of our insurance subsidiaries whereby such Apollo affiliates would sub-advise AAM with respect to a portion of the invested assets held in the North America Accounts. Sub-advisory mandates with Apollo generally relate to certain asset classes where Apollo managers have investment expertise and for which AAM has determined that it is more appropriate to sub-advise rather than build out in-house capabilities to invest in these assets. Sub-advisory fees relating to the MSAA and any other sub-advisory arrangement are recharged by AAM to the North America Accounts and are in addition to the gross fee of 0.40% per annum paid to AAM under the IMAs. Currently, the MSAA, as amended, covers services rendered by Apollo-affiliated sub-advisors relating to the following asset classes, among others: bank loans, high yield debt, CMLs, emerging market debt, convertible securities, mortgage- and asset-backed securities (including CLOs), oil and gas royalties and ILS. Under the MSAA, with certain limited exceptions, Apollo earns 0.40% per annum on all assets sub-advised by Apollo up to \$10 billion and 0.35% per annum on all assets sub-advised by Apollo in excess of \$10 billion. In certain instances, Apollo earns an incentive fee. As of June 30, 2016 and December 31, 2015, 2014 and 2013, Apollo affiliates directly sub-advised AAM with respect to approximately \$11.5 billion, \$11.8 billion, \$9.8 billion and \$6.3 billion, respectively, constituting approximately 18%, 20%, 16% and 11%, respectively, of the North America Accounts. The increase

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in the AUM of the North America Accounts directly sub-advised by Apollo is due to the acquisition of Aviva USA in October 2013, which resulted in us growing to approximately four times our size immediately prior to the acquisition (as measured by total assets), and subsequent reinvestment of the acquired investments in accordance with our investment strategy.

In addition to invested assets sub-advised by Apollo, from time to time, AAM also invests our assets in investment funds or other collective investment vehicles whose general partner, managing member, investment manager or collateral manager is owned, directly or indirectly, by Apollo or by one or more of Apollo's subsidiaries ("Apollo fund investments"), and which comprised 68% of our alternative investment portfolio as of June 30, 2016. AAM's alternative investment strategy is inherently opportunistic and subject to concentration limits on specific risks. We opportunistically target allocating 5%-10% of the assets in the North America Accounts to alternative investments. Individual alternative investments are selected based on the investment's risk-reward profile, incremental effect on diversification and potential for attractive returns due to sector and/or market dislocations. There is a preference for alternative investments that have the following characteristics, among others: (i) investments that constitute a direct investment or an investment in a fund with a high degree of co-investment; (ii) investments with debt-like characteristics (for example, a stipulated maturity and par value), or alternatively, investments with reduced volatility when compared to pure equity; and (iii) investments that have less downside risk. As of June 30, 2016 and December 31, 2015, 2014 and 2013, 3.7%, 3.4%, 3.7% and 3.3%, respectively, of our assets in the North America Accounts were invested in Apollo fund investments. Fees related to such invested assets varied from 0% per annum to 1.75% per annum with respect to management fees and 0% to 20% of profits for carried interest, subject in many cases to preferred return hurdles. See "Business—Investment Management."

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As of June 30, 2016, our Apollo sub-advised investments and Apollo fund investments consisted of the following (dollars in millions):

	June 30, 2016	
	Amount	Percent of Total
Apollo sub-advised investments:		
Fixed maturity securities, available for sale		
State, municipals, and political subdivisions	\$ 9	0.1%
Foreign governments	153	1.1%
Corporate	1,653	11.9%
CLO	4,863	35.1%
ABS	1,002	7.2%
CMBS	1,091	7.9%
RMBS	16	0.1%
Trading securities, fixed maturity securities		
ABS	89	0.7%
CLO	104	0.8%
Mortgage Loans	2,336	16.9%
Investment Funds	80	0.6%
Other Investments	88	0.6%
Subtotal	11,484	83.0%
Apollo Fund Investments:		
Credit Funds	390	2.8%
CLO Equities, affiliated	221	1.6%
Mortgage and Real Assets	274	2.0%
Hedge Funds	191	1.4%
Natural resources	40	0.3%
Private equity – AAA:		
Private equity – Public	213	1.5%
Private equity – MidCap	490	3.6%
Private equity – Other	145	1.0%
A-A Mortgage	347	2.5%
Other Private Equity	46	0.3%
Subtotal	2,357	17.0%
Total	\$ 13,841	100.0%

For the years ended December 31, 2015, 2014 and 2013, we experienced significant non-recurring carried interest fees as a result of the strong performance of public equity positions within Co-Invest VI and MidCap (as discussed further below). As a result, total fees incurred during such periods were uncharacteristically high. For the year ended December 31, 2013, Co-Invest VI held or liquidated certain positions having unrealized and realized gains of \$579 million, which triggered the allocation of carried interest fees to the general partner of \$81 million. For the years ended December 31, 2015 and 2014, we incurred carried interest fees of \$16 million and \$14 million, respectively, due to gains subject to carried interest fees of \$78 million and \$72 million, respectively, related to MidCap Financial. The restructuring of MidCap Financial to form MidCap resulted in Co-Invest VII distributing \$30 million of its Class A notes to Apollo during 2015 to settle the carried interest fees.

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As of June 30, 2016 and December 31, 2015, 2014 and 2013, 3.7%, 4.1%, 2.8%, and 2.8%, respectively, of our total investments, including related parties and consolidated VIEs, are comprised of securities, including investment funds, in which Apollo, or an Apollo affiliate, has significant influence or control over the issuer of a security or the sponsor of the investment fund. The following table summarizes our cash flow activity related to these investments for the periods presented below (dollars in millions):

	Six months ended	Years ended December 31,		
	June 30, 2016	2015	2014	2013
Sales, maturities, and repayments	\$ 210	\$ 610	\$ 2,159	\$ 919
Purchases	\$ (174)	\$ (728)	\$ (1,846)	\$ (1,774)

For additional information regarding these investments, refer to our unaudited condensed consolidated financial statements and notes thereto and our audited consolidated financial statements and notes thereto.

Certain members of our board of directors may directly receive carried interest or may receive a portion of the carried interest that Apollo receives from fund investments in which Athene is invested. Certain directors may invest in fund investments in which we have invested. Additionally, Mr. Belardi and Mr. Kvalheim also have co-investment interests in certain of these fund investments.

Mr. Puffer and Mr. Lohr serve on the board of directors of Athene Lebensversicherung AG, a subsidiary of our German entity. Mr. Puffer received compensation in 2015 for serving as a director of such subsidiary in the amount of EUR 6,250. Mr. Lohr does not receive any compensation for his board service of this subsidiary.

Third Party Sub-Advisory Agreements

In the limited instances in which AAM desires to invest in asset classes for which neither AAM nor Apollo possesses the investment expertise or sourcing abilities required to manage the assets or in instances in which AAM makes the determination that it is more effective or efficient to do so, AAM mandates third-party sub-advisors to invest in such asset classes and we reimburse AAM for fees paid to such sub-advisors.

MidCap

We hold a significant investment in MidCap through Co-Invest VII, a consolidated investment fund managed by an affiliate of Apollo. Additionally we have made loans directly to MidCap Financial to which subsidiaries of MidCap succeeded as borrower. When we originally invested in MidCap Financial in November 2013, MidCap Financial was a specialty finance company which primarily originated lending opportunities in the healthcare sector. With the assistance of Apollo, MidCap Financial entered new lending markets, raised substantial equity capital and restructured as MidCap in January 2015. MidCap represents a unique investment in an origination platform made available to us through our relationship with Apollo and, from time to time, provides us with access to assets for our investment portfolio.

In January 2015, Co-Invest VII contributed its primary investment, MidCap Financial, to a newly formed entity, MidCap, in exchange for subordinated notes issued by MidCap and shares in MidCap's parent company, MidCap Holdings. Concurrent with this restructuring, Co-Invest VII distributed to its general partner, an affiliate of Apollo, \$30 million of the MidCap notes in satisfaction of the carried interest that had been earned by the general partner under the previous MidCap Financial structure through the date of the restructuring. Additionally, unrelated investors made cash contributions to MidCap of \$1.0 billion through December 31, 2015. Following the restructuring and funding by unrelated investors, Co-Invest VII owned 31% of the outstanding economic interests of MidCap as of June 30, 2016. Also, Co-Invest VII agreed to certain transfer restrictions and has foregone certain rights associated with its investment in MidCap for a period of two years from the date of the restructuring, resulting in a discount applied to the value of the notes held by Co-Invest VII described above, equal to 5% as of June 30, 2016.

In connection with the acquisition of MidCap Financial by Co-Invest VII in 2013, we entered into a subordinated debt facility with MidCap Financial with a principal amount of \$245 million and a maturity date of

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July 2018. In addition, in December 2014, we entered into two bridge loan transactions whereby we loaned \$100 million to MidCap Financial and one of its subsidiaries with the loans having maturity dates in May and June 2015. In connection with the restructuring of MidCap Financial into MidCap in January 2015, subsidiaries of MidCap Holdings succeeded as borrower under the subordinated debt facility and bridge loan facilities, and the maturity date of the subordinated debt facility was extended to January 2022. For the six months ended June 30, 2016 and the year ended December 31, 2015, we earned income of \$12 million and \$33 million, respectively, in connection with these debt financings. MidCap repaid \$45 million of the bridge loans during the first quarter of 2015 and repaid the remaining \$55 million in January 2016. In January 2016, the subordinated debt facility was amended and restated in connection with new loans made by third-party lenders. The loans under the amended and restated facility mature in January 2026. In consideration of accepting a decrease in the interest rate, from 10% to 9%, extending maturity and other changes to the terms of the loan, a subsidiary of MidCap paid us an amendment fee of \$8 million.

The restructuring transactions described above were approved by a special committee of our board of directors consisting of five independent directors. The special committee was formed for the purpose of reviewing the transactions and, in considering whether to approve the transactions, the special committee hired independent legal counsel and received a fairness opinion from a third-party investment bank.

From time to time, we have entered into participation arrangements with MidCap Holdings with respect to loans we purchase that were originated or otherwise sourced by MidCap Holdings. In January 2016, we purchased a pool of loans that were sourced by MidCap and contemporaneously sold participation interests in the loans to a subsidiary of MidCap receiving aggregate consideration of \$24 million.

AmeriHome

We hold a significant investment in AmeriHome, a mortgage lender and mortgage servicer, through our investment in A-A Mortgage, an investment fund managed by AAM. AmeriHome originates assets that we may acquire that are consistent with our investment strategy.

Through June 30, 2016, we made equity investments of \$257 million in A-A Mortgage. We have approximately 75% of the economic interests in A-A Mortgage, A-A Mortgage owns 100% of the equity interests in Aris Holdco (not including profits interests in Aris Holdco held by AmeriHome management), and Aris Holdco owns 100% of the equity interests in AmeriHome. In 2015, we provided debt financing whereby Athene USA loaned \$85 million to A-A Mortgage, which amounts were ultimately invested in AmeriHome. This debt financing was repaid in full in 2015, using the proceeds of additional equity contributions to A-A Mortgage that were made contemporaneous with the repayment of debt. For the year ended December 31, 2015, we earned interest income of \$2 million in connection with the debt financing. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Consolidated Investment Portfolio—Investment Funds and Variable Interest Entities.”

In connection with our equity investment in A-A Mortgage, we agreed that Aris Holdco will pay AAM a management fee equal to 1.5% of Aris Holdco’s consolidated equity, in addition to the 10% carried interest that AAM receives subject to an 8% hurdle. This management fee is paid in respect of certain management and oversight services provided by AAM to A-A Mortgage and its subsidiaries. In connection with transaction advice that may be rendered by Apollo Global Securities, LLC (“AGS”) relating to certain strategic transactions that may be entered into by Aris Holdco and/or its subsidiaries, Aris Holdco has agreed to pay to AGS transaction fees equal to 1% of the aggregate consideration in such transactions for which AGS provides advice. In addition, certain other investors in A-A Mortgage, including an Apollo-affiliated fund, as a condition to their commitments to invest in A-A Mortgage, required that the amounts paid by Aris Holdco to AAM in respect of the management fee and amounts paid to AGS in respect of transaction fees would be rebated to such investors.

Gross management fees incurred by Aris Holdco for services rendered by AAM for the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013 totaling \$0.6 million, \$0.7 million, \$0.1 million and \$0 million, respectively, were rebated to other investors in A-A Mortgage. AAM also

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recognized approximately \$1.8 million, \$2.5 million, \$0 million and \$0 million in unrealized incentive income for the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, respectively. As of the date of this prospectus, no transaction fees have been paid by Aris Holdco to AGS.

In 2015, we entered into loan purchase and servicing agreements with AmeriHome. The agreements allow us to purchase certain RMLs which AmeriHome has purchased from correspondent sellers and pooled for sale in the secondary market. AmeriHome retains the servicing rights to the sold loans. For the six months ended June 30, 2016 and the year ended December 31, 2015, we had purchased \$17 million and \$83 million, respectively, of RMLs under this agreement.

Apollo Commercial Real Estate Finance, Inc.

On August 31, 2016, Apollo Residential Mortgage, Inc. (“AMTG”) merged with and into ARI, with ARI continuing as the surviving corporation (the “Merger”). In connection with the Merger, certain of our subsidiaries entered into several agreements with ARI: (i) an Asset Purchase and Sale Agreement (the “Asset Purchase Agreement”) among ARI, AADE and AAIA, (ii) a Loan Agreement (the “ARI Loan Agreement”) between ARI and Athene USA, and (iii) a Stock Purchase Agreement (the “ARI Stock Purchase Agreement”) between ARI and Athene USA.

Pursuant to the Asset Purchase Agreement, immediately following the consummation of the Merger, AADE and AAIA purchased from ARI \$1.1 billion of primarily non-agency RMBS (the “ARI Asset Sale”).

Pursuant to the ARI Loan Agreement, Athene USA provided ARI with a secured term loan of \$175 million at an interest rate of one-month LIBOR plus 7.00% to consummate the Merger. The term loan was subsequently repaid by ARI with the net cash proceeds that ARI received from the ARI Asset Sale.

Pursuant to the ARI Stock Purchase Agreement, during the first thirty trading days following the closing of the Merger, Athene USA purchased \$20 million in shares of ARI common stock in the open market at the then-current market price, which purchase was required pursuant to the ARI Stock Purchase Agreement if the quoted price of a share of ARI common stock on the NYSE at any time during such specified period was less than the price per share at which the ARI common stock was issued to holders of AMTG common stock upon effectiveness of the Merger (\$16.75 per share). In order to fulfill its purchase obligations under the ARI Stock Purchase Agreement, Athene USA entered into a purchase plan with a broker-dealer that was established for purposes of complying with Rules 10b5-1 and 10b-18 under the Exchange Act.

German Office Lease

In May 2011, Delta Lloyd Lebensversicherung AG (now known as ALV, a subsidiary of DLD), entered into a sublease with CSC Deutschland Solutions GmbH for certain office space in Wiesbaden, Germany. In July 2012 and March 2016, the sublease was amended to increase the amount of space subject to sublease and to correspondingly increase the rent payable thereunder. Prior to and unrelated to our acquisition of DLD in October 2015, Wiesbaden (Bridge) S.á.r.l., an affiliate of Apollo, purchased the property subject to sublease.

The sublease expires in January 2017 and upon or prior to the expiration of the sublease, we intend to enter into a lease with Wiesbaden (Bridge) S.á.r.l. that will commence upon the expiration of the sublease. We incurred rent under the sublease of approximately \$0.5 million for the six months ended June 30, 2016 and approximately \$0.2 million for the year ended December 31, 2015.

Shared Service Agreements

We have entered into shared services agreements with AAM. Under these agreements, we and AAM make available to each other certain personnel and services. Expenses for such services are based on the amount of time spent on the affairs of the other party in addition to actual expenses incurred and cost reimbursements. These shared services agreements can be terminated for any reason upon thirty days notice. The shared services agreements can also be terminated immediately with respect to a specific party in the event of the insolvency by another party to the agreements, among other things.

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Equity Transactions

In December 2015 and 2014, we entered into purchase agreements with AAM pursuant to which AAM purchased 23,250 and 583,268, respectively, of our class M-4 common shares (or RSUs) under our 2014 Share Incentive Plan for aggregate purchase prices of approximately \$0.2 million and \$1.3 million, respectively. Subsequent to AAM's purchase of our M-4 common shares, AAM distributed such shares to certain of its employees in connection with the recipient's entry into a restricted share award agreement. AAM allocated such shares to its employees to further align incentives between AAM officers and employees and our performance.

In July 2014, AAM established a long term incentive plan (the "AAM LTIP"), pursuant to which AAM provides incentive compensation to its eligible directors, officers and senior professionals. Under the terms of the AAM LTIP, we are permitted to receive long term incentive plan ("LTIP") units, with the determinations as to our use of the LTIP units to be in our discretion. The AAM LTIP further provides that LTIP units that remain ungranted to participants under the AAM LTIP for any given fiscal year be granted to us. AAM may unilaterally change the plan at any time without our consent and therefore we may not receive future distributions under the plan. For the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, pursuant to the AAM LTIP, we were permitted to receive \$0 million, \$8.5 million, \$7.5 million and \$0 million, respectively.

In order to promote an alignment of interests, certain AAM employees have received grants of Class M common shares. In addition, certain AAM employees were permitted to purchase our Class A common shares at a discount from market value. As a result of these efforts, as of June 30, 2016, AAM employees (excluding our CEO) own approximately 492,000 Class A common shares, approximately 2,053,000 Class M common shares and approximately 14,500 RSUs. The expense (benefit) associated with stock-based compensation to AAM employees was \$3 million, \$11 million, \$27 million and \$0 million for the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, respectively.

In 2015, we offered Messrs. Wheeler and Klein the opportunity to purchase Class A common shares at their fair market value, which was \$27.83 per share, pursuant to the 2014 Share Incentive Plan. In April 2014, we offered certain of our employees, directors and affiliates the opportunity to purchase our Class A common shares at a discounted price of \$13.46 per share. In the case of the 2015 issuance, the difference between the purchase price and the grant date fair value of the shares is attributable to the change in fair market value from the time Messrs. Wheeler and Klein agreed to purchase the Class A common shares at the then fair market value to the time of the actual closing of the purchase transaction. In the case of the 2014 issuance, the difference between the purchase price and the grant date fair value of the shares was to allow our employees, directors and affiliates to purchase shares, although at a later date, at the same price at which our shares were issued in our third round capital raise. Pursuant to these offers, we sold approximately 442,000 and 3,694,000 shares, respectively, for aggregated consideration approximating \$12 million and \$50 million, respectively. Compensation expense recorded on these sales totaled \$2 million and \$46 million, respectively.

Registration Rights Agreement

On April 4, 2014 we entered into the Registration Rights Agreement with our shareholders, including each shareholder that beneficially owns more than five percent of a voting class of our common shares. The Registration Rights Agreement, subject to the restrictions and limitations contained therein, sets forth the conditions under which our shareholders may demand or otherwise require us to register shares held by them and the conditions under which we may require certain shareholders to register shares held by them, in each case such registration to be effected pursuant to the Securities Act. Pursuant to the Registration Rights Agreement: (i) following this initial public offering and subject to certain holding restrictions, certain holders of five percent or greater of our common shares may request and thereby require us to use our reasonable best efforts to effect registration under the Securities Act; (ii) upon registration by us of any of our authorized but unissued Class A common shares or upon registration by us of any Other Shares (as defined in the Registration Rights Agreement), in each case, other than registration on Form S-4 or Form S-8, holders of Registrable Shares (as defined in the Registration Rights Agreement) may require us to include in such registration some or all of their Registrable

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Shares on the same terms and conditions as the securities otherwise being sold in such registration, subject to certain limitations and holding restrictions; and (iii) in connection with this initial public offering and any other registered offering of our common shares within 15 months of this initial public offering and in the event that the shares being offered pursuant to the initial public offering is less than the total number of our common shares that the managing underwriter advises is advisable to offer for sale in the initial public offering, we may require, subject to certain thresholds, that certain of our shareholders include their common shares in the registration to make up for the shortfall. See “Shares Eligible for Future Sale—Registration Rights.”

Investment Portfolio Trades with Affiliates

From time to time, AAM and/or Apollo execute cross trades which involve the purchase or sale of assets in a transaction between us, on the one hand, and a third party or an Apollo affiliated entity, in either case, to which Apollo or its affiliate acts in an investment advisor, general partner, managing member, collateral manager or other advisory or management capacity, on the other hand. In addition, from time to time, we may purchase or sell securities from or to related parties, other than through a cross trade transaction. We believe that these transactions are undertaken at market rates, and are executed based on third-party valuations where possible. For the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, the aggregate value of such transactions where we acquired investments from related parties amounted to \$0 million, \$0 million, \$207 million and \$7 million, respectively. For the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, we did not sell any investments to related parties.

Commercial Mortgage Loan Servicing Agreements

We have entered into commercial mortgage loan servicing agreements (the “CML Servicing Agreements”) with AAM. Pursuant to these agreements, we have engaged AAM to (i) assist with the origination of and provide servicing of, commercial loans owned by us or in which we participate, secured by mortgages, deeds of trust or documents of similar effect encumbering certain real property and commercial improvements thereon and (ii) provide for management and sale of real estate owned properties.

Transaction Advisory Services Agreement

Apollo and certain of its affiliates have provided to us a diverse array of services which have enabled us to grow our balance sheet to \$84.3 billion in total assets as of June 30, 2016. Since our founding, Apollo has identified acquisition opportunities for us to scale our business, and principals, partners and other senior members of Apollo have been instrumental to helping us source, underwrite, and integrate these transactions. In return for these services, prior to October 31, 2012, Apollo had a 10-year monitoring contract in place with us. Under this contract, Apollo Alternative Assets, L.P. and Apollo Management Holdings, L.P., each affiliates of Apollo, collectively charged us a quarterly monitoring fee of 0.50% of our capital and surplus plus out of pocket expenses, payable in cash. On January 1, 2013, we entered into an equity swap transaction with Apollo in connection with the termination of the quarterly monitoring fee. Pursuant to this swap, the quarterly settlement amount continued to accrue to Apollo, but the payment of those amounts (whether in stock or cash) would not be made to Apollo until the earlier of the time when Apollo was no longer deemed to control us within the meaning of the derivative instrument delivered pursuant to the TASA and October 31, 2017. In April 2014, as a result of the external capital raise, Apollo was no longer deemed to control the Company (as defined under the swap) and, as a result, the swap was settled in stock for settlement amounts owed through that date. Additionally, in April 2014, we further amended the TASA to exclude from capital and surplus, on which the quarterly monitoring fee was calculated, the capital received in the April 2014 capital raise, and any capital raised in connection with certain potential future acquisitions as defined in the amended TASA. As we grew our business and platform and began to prepare to become a public company, Apollo voluntarily unwound the monitoring contract at a discount relative to the expected amounts payable over the remaining term thereof. As a result, pursuant to the terms of the TASA, Apollo Alternative Assets, L.P., Apollo Management Holdings, L.P., and AGS (collectively, the “Apollo TASA Parties”), agreed to accelerate the termination date of the monitoring contract from July 14, 2019 to December 31, 2014 in exchange for 2.5 times the quarterly monitoring fee for eight consecutive quarters beginning with the quarter ending March 31, 2013. All amounts accrued under the TASA and outstanding as of

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December 31, 2014 were subsequently paid in the form of Class B common shares (or equivalent derivatives) to the Apollo TASA Parties. The total costs, including management fees, incurred for these services and for terminating the TASA were \$0 million, \$0 million, \$228 million and \$134 million for the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013, respectively.

AAA Transaction

On October 30, 2012, in order to provide pre-funding for and increase certainty to close future acquisitions, the AAA Investor and certain other parties entered into a contribution agreement (the “Contribution Agreement”). Pursuant to the Contribution Agreement, the AAA Investor contributed investment assets to us in exchange for (1) 44,444,457 of our Class B common shares for a purchase price of \$13.46 per share, (2) \$83 million in cash and (3) a promissory note payable to the AAA Investor with a principal amount of approximately \$113 million. The transfer of 1,509,091 of the Class B shares was deferred pending regulatory approvals of certain of the assets being transferred by the AAA Investor pursuant to the Contribution Agreement. Such approvals were received in 2013 and the shares were thereafter issued in exchange for these assets, which were comprised of investment partnerships. The AAA Investor contributed three partnerships (the “AAA Partnerships”) to us pursuant to the Contribution Agreement. At the time of contribution, the AAA Partnerships largely consisted of non-publicly traded equity investments that were co-investments, including Co-Invest VI and Co-Invest VII, alongside private equity funds sponsored by Apollo. We satisfied our obligations under the note in full, together with accrued interest, in September 2014 by issuing 3,808,626 Class B common shares.

The Contribution Agreement described above was approved by a special committee of the conflicts committee consisting of three independent directors. The special committee was formed for the purpose of reviewing the transaction and, in considering whether to approve the transaction, the special committee hired independent legal counsel and received a fairness opinion from a third-party investment bank.

Advisory Services Agreement

On August 23, 2016, we entered into an advisory services agreement (the “Advisory Services Agreement”) with Apollo Management Holdings, L.P. (“AMHLP”). Pursuant to the Advisory Services Agreement, AMHLP or certain other affiliates of Apollo may provide certain non-exclusive management, consulting, financial and other advisory services to us and our subsidiaries. Such services, which differ from those covered by AAM and its affiliates under our IMAs and sub-advisory agreements, involve advice and recommendations related to future acquisitions, capital market activities and strategic priorities (including growth). Apollo and its affiliates do not charge us or our subsidiaries for their services and may determine not to provide any services. Apollo and its affiliates have the right to request a fee for any service they provide, however, such a request is subject to prior approval by us or the applicable subsidiary. We are responsible for all reasonable third party out-of-pocket expenses incurred by Apollo or its affiliates related to the services they offer and provide such entities indemnification against any loss or liability arising out of the Advisory Services Agreement. The Advisory Services Agreement is effective until December 31, 2025. Prior to entering into the Advisory Services Agreement, we reimbursed Apollo or its affiliates for certain out-of-pocket expenses they incurred in connection with rendering services to us.

Other Related Party Transactions and Relationships

We have entered into side letters with certain of our shareholders and have granted them certain rights pursuant to the respective side letters.

We have entered into side letters with Procific (the “Procific Side Letters”), which has a significant indirect interest in us through its holdings in AAA and AHL 2014 Investor, L.P. Pursuant to the Procific Side Letters, among other things: (i) we agree not to amend certain provisions of the Sixth Amended and Restated Shareholders Agreement (the “Shareholders Agreement”) in a manner directly or indirectly adverse to Procific, without Procific’s consent and (ii) the Apollo Group agrees to vote in favor of the election of two senior investment professionals employed by ADIA, Procific or their respective subsidiaries that are identified by

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Procific to our board of directors and further agrees to vote in favor of the appointment of a Procific nominee designated by Procific to serve as a member of our conflicts committee. Should a termination event (as defined in the Procific Side Letters as the public offering of the common shares of AHL where 15% or more of such shares are held by non-affiliates of AHL and freely tradable) occur, Procific agrees to cause one Procific nominee to resign from our board of directors and further agrees to cause any Procific nominee serving on our conflicts committee to resign therefrom, in each case, with such resignation to be effective on the termination date. Upon the consummation of this offering, a termination event is expected to occur. In the event that Procific, ADIA or any other affiliate of Procific that is controlled by ADIA ever has the opportunity to hold our shares directly, then the respective entity shall elect whether to hold such shares either directly or through a limited partnership for which an Apollo affiliate acts as a general partner. Should Procific or any Tax Attributable Affiliate (as defined in our bye-laws) of Procific ever hold any of our shares directly, such shares shall be non-voting (to the extent provided in our bye-laws) and the Apollo Group shall have no further obligation to vote in favor of the election of any Procific nominee to our board of directors or the appointment of any Procific nominee to any committee of our board of directors and Procific or its affiliate, as applicable, shall cause the Procific nominee(s) to immediately resign from our board of directors and all committees thereof. The Procific Side Letters further afford Procific the opportunity, in the event that Procific is, directly or indirectly (through its interests in AAA or AHL 2014 Investor, L.P.), required to sell shares in a public offering pursuant to the Registration Rights Agreement, to purchase shares from us in connection with the public offering with such purchase to be effected at the then market price less an amount equal to the underwriting commission per share, up to the number of shares that Procific is required to sell shares in such public offering. Subject to certain exceptions, the Procific Side Letters also provide Procific with an option to elect more favorable lock-up terms to the extent that certain of our investors are afforded lock-up terms that are more favorable than those to which Procific is subject. Finally, we agree to reimburse a special purpose vehicle formed by Procific in connection with our private placement for organizational and operational expenses it incurs during any calendar year. The total of such fees paid by us for the six months ended June 30, 2016 and the years ended December 31, 2015, 2014 and 2013 was insignificant.

We entered into a side letter with AAA (the "AAA Side Letter") in connection with our private placement. Pursuant to the AAA Side Letter, for so long as AAA holds any of our equity securities directly or indirectly, it shall have the right to have one representative present at all meetings of our board of directors (and committees thereof); provided that such representative shall not be entitled to vote at such meetings.

Other than as stated or summarized above, since the beginning of our fiscal year ended December 31, 2014, no director, executive officer or shareholder who is known to us to beneficially own more than five percent of our Class A common shares or Class B common shares, or any member of the immediate family of such director, executive officer or shareholder, had or will have a direct or indirect material interest in a transaction or series of transactions in which we are, or one of our subsidiaries is, a party and the amount involved exceeds \$120,000.

Related Party Transaction Policy

We have established a related party transaction policy which provides procedures for the review of transactions in excess of \$120,000 in any year between us and any covered person having a direct or indirect material interest with certain exceptions. Covered persons include any director, executive officer, director nominee, shareholders known to us to beneficially own 5% or more of our Class A common shares or Class B common shares or any immediate family members of the foregoing. Any such related party transactions shall require advance approval by a majority of our independent directors or by our conflicts committee to the extent that such transactions constitute Apollo Conflicts (as described below) or related party transactions incidental or ancillary thereto. To the extent that the related party transaction is other than either an Apollo Conflict or a related party transaction that is incidental or ancillary thereto, our audit committee charter provides that the audit committee has the authority to review and approve all such transactions.

Because the Apollo Group has a significant voting interest in AHL, and because AHL and its subsidiaries have entered into, and will continue in the future to enter into, transactions with Apollo and its affiliates, our bye-

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laws created a conflicts committee, consisting of five of our directors who are not officers or employees of any member of the Apollo Group and are designated by our board of directors. The conflicts committee consists of Messrs. Beilinson, Borden, Cutis and Ghubash and Ms. Taitz. Our Nominating and Corporate Governance Committee and our board of directors have determined that each member of the conflicts committee meets the independence requirements of the NYSE rules. The conflicts committee reviews and must approve of certain material transactions by and between AHL and its subsidiaries, on the one hand, and the Apollo Group, on the other hand, including any modification or waiver of the IMAs with AAM, subject to certain exceptions.

An “Apollo Conflict” is:

- the entering into or amendment of any material agreement by and between us and any member of the Apollo Group; or
- the imposition of any new fee or increase in the rate, directly or indirectly, at which fees are charged to us by any member of the Apollo Group, or the provision for any additional expense reimbursement or offset to be borne by us or any of our subsidiaries.

We require that any new (or amendments to any existing) transactions by and between us and any member of the Apollo Group be, prior to the time such transaction is entered into:

- fair and reasonable, taking into account the totality of the relationships between the parties involved (including other transactions that may be or have been particularly advantageous to us);
- entered into on an arms-length basis;
- approved by a majority of our disinterested directors;
- approved by the holders of a majority of our issued and outstanding Class A common shares; or
- approved by the conflicts committee.

In connection with any matter submitted to the conflicts committee, materials are prepared by management summarizing the applicable conflict and recommending the proposed transaction. The conflicts committee reviews market comparison data (to the extent available) relating to the reasonableness of any proposed fees to be paid.

For operational and administrative ease, certain transactions that fall within the definition of an Apollo Conflict but do not pose a material risk to us need not be approved by the conflicts committee. These exceptions include specific thresholds under which we may engage Apollo or its affiliates in a sub-advisory capacity without prior conflicts committee review or approval. If (1) for any non-alternative assets, Apollo or any affiliate receives fee rates not exceeding 50 basis points per annum on such AUM and (2) for any alternative assets, Apollo or any affiliate receives fee rates not exceeding 100 basis points per annum on such AUM, no prior conflicts committee review or approval is necessary. Furthermore, the following transactions, among others, are expressly excluded from the definition of Apollo Conflict and do not require the consent of the conflicts committee:

- investments in an Apollo-sponsored fund made on the same or better terms for us or our subsidiaries, as applicable, as those applicable to other third-party investors in the same Apollo-sponsored fund who invested an amount in such fund equal to or less than that invested by us or our subsidiaries, as applicable, provided that such investment by us or our subsidiaries represents no more than 25% of the outstanding or committed equity interests of such Apollo-sponsored fund;
- a transaction that has been approved by a majority of our disinterested directors, provided that the disinterested directors are notified that such transaction would otherwise constitute an Apollo Conflict prior to such approval;
- any modification, supplement, amendment or restatement of our bye-laws that has been approved in accordance with our bye-laws and applicable Bermuda law;
- amendments to contracts or transactions previously approved by the conflicts committee or a majority of our disinterested directors, or which are not required to be approved by either, so long as, in each

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case, such amendments either (i) are not materially adverse to AHL or any of its subsidiaries, or (ii) would not cause the relevant contract or transaction to require approval by the conflicts committee or a majority of our disinterested directors under our bye-laws after giving effect to the relevant amendment;

- the entry into a new IMA or new MSAA on terms similar to and not more economically favorable in the aggregate to any member of the Apollo Group than those in the IMA or MSAA then in effect (which includes changes previously approved by the conflicts committee);
- cross trades between two accounts managed by any member of the Apollo Group where one of the two accounts are owned by us and no broker-dealer or brokerage commission or any additional brokerage fee is involved where the original investment was either approved by the conflicts committee or not required to be approved under the conflicts policy (which does not include trades involving members of the Apollo Group acting in the capacity of principal and trading on their own account);
- allocations of costs or expenses between AHL or any of its subsidiaries and the Apollo Group not in excess of five basis points per annum, calculated on the total investible assets of AHL or any relevant subsidiary including accounts supporting reinsurance agreements for which AHL or such relevant subsidiary acts as reinsurer as of the effective date of such allocation (provided that any such allocation of costs or expenses may not be used to pay investment management fees); and
- any other class of transactions, rights, fees or agreements determined by approval of the conflicts committee to not be an Apollo Conflict nor require approval of the conflicts committee.

Each strategy that is managed, advised or sub-advised for us by AAM or Apollo through a managed account and was previously subject to conflicts committee approval (other than the existing IMA or new IMAs previously approved) may be re-examined by the conflicts committee if such strategy underwent a material change in the amount of AUM in the immediately preceding 12 months.

Our conflicts committee or applicable disinterested directors have previously approved the existing transactions described above under “—Relationships and Related Party Transactions with Apollo or its Affiliates” that are required to be approved by the terms of our conflicts committee charter.

DESCRIPTION OF SHARE CAPITAL

General

We are an exempted company incorporated under the laws of Bermuda. We are registered with the Registrar of Companies in Bermuda under registration number 42353. We were incorporated in 2008 under the name Athene Holding Ltd. and our registered office is located at 96 Pitts Bay Road, Pembroke, HM 08, Bermuda. Our agent for service of process in the United States in connection with this offering is CT Corporation System, 111 Eighth Avenue, New York, New York 10011.

The following description of our share capital, memorandum of association and bye-laws is intended as a summary only and is qualified in its entirety by reference to our memorandum of association and bye-laws, as in effect immediately prior to the completion of this offering and as filed as exhibits to our registration statement, of which this prospectus forms a part, to applicable Bermuda law and the listing rules of the NYSE.

Authorized and Outstanding Share Capital

Upon the completion of this offering, our authorized share capital will consist of 425,000,000 Class A common shares, par value \$0.001 per Class A common share, of which Class A common shares are outstanding and held of record by shareholders, 325,000,000 Class B common shares, par value \$0.001 per Class B common share, of which 135,963,975 Class B common shares are outstanding and held of record by shareholders, 7,109,560 Class M-1 common shares, of which 4,927,730 Class M-1 common shares are outstanding and held of record by shareholders, 5,000,000 Class M-2 common shares, of which 2,964,395 Class M-2 common shares are outstanding and held of record by shareholders, 7,500,000 Class M-3 common shares, of which 2,886,000 Class M-3 common shares are outstanding and held of record by shareholders, and 7,500,000 Class M-4 common shares, of which 5,530,572 Class M-4 common shares are outstanding and held of record by shareholders. Our authorized share capital also consists of 150,000,000 undesignated shares, of which none are outstanding.

Common Shares

General

Pursuant to our bye-laws, subject to the applicable listing rules of the NYSE and to any resolution of the shareholders to the contrary, our board of directors is authorized to issue any of our authorized but unissued common shares. Our common shares have no pre-emptive rights or other rights to subscribe for additional shares, and no rights of redemption, conversion or exchange.

Our common shares currently consist of Class A common shares, Class B common shares and Class M common shares. Class A and Class B common shares are voting common shares and Class M common shares represent non-voting incentive compensation shares which, upon the satisfaction of certain conditions, may be converted into Class A common shares. The Class M common shares have been issued to employees of us and AAM.

While our two voting share classes are economically equivalent – the dollar value of one Class A common share is equivalent to the dollar value of one Class B common share – they differ in terms of voting power. The Class A common shares currently account for 55% of the aggregate voting power of our equity securities, subject to adjustment as described under “—Class M Common Shares” below. The voting Class A common shares are currently owned by persons that are not members of the Apollo Group, including certain members of our management. The Class B common shares currently account for the remaining 45% of the aggregate voting power of our equity securities, subject to adjustment as described under “—Class M Common Shares” below. The Class B common shares are held by members of the Apollo Group, and accordingly, the Apollo Group beneficially owns or exercises voting control over the Class B common shares.

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Our Class A common shares may be subject to a cap of the voting power attributable to such shares or may be deemed to be non-voting depending upon whether a holder of such shares is subject to the restrictions set forth in our bye-laws described below under “—Voting Rights—Voting Restrictions of Class A Common Shares.” These restrictions are applicable to certain holders only and such Class A common shares are not subject to such restrictions to the extent that our Class A common shares are held by persons not subject to such restrictions.

Class A Common Shares

The shares being offered in this offering are our Class A common shares. All Class A common shares, including those sold pursuant to this offering, are or, when issued will be, fully paid and non-assessable.

Class B Common Shares

Our Class B common shares are voting common shares of the company and are economically equivalent to our Class A common shares – the dollar value of one Class A common share is equivalent to the dollar value of one Class B common share. Holders of the Class B common shares may convert any or all of their Class B common shares into Class A common shares on a one-to-one basis, at any time, upon notice to the company. All of our issued and outstanding Class B common shares are fully paid and non-assessable.

In general, our Class B common shares may only be held by members of the Apollo Group.

The holders of our Class B common shares, by a vote of the majority of the Class B common shares, may at any time and from time to time elect to reduce the percentage of the total voting power of AHL represented by the Class B common shares (and correspondingly increase the percentage of the total voting power of AHL represented by the Class A common shares, so that the total voting power of AHL remains equal to 100%). Should the holders of our Class B common shares elect to reduce the percentage of the total voting power of AHL represented by the Class B common shares, such holders, at their sole discretion, may at the time of election stipulate that the election is irrevocable by such holders.

Because our Class A common shares and Class B common shares are economically equivalent, the Class A common shares will not experience dilution solely as a result of the Class B common shares converting into Class A common shares.

Class M Common Shares

Our Class M-1, M-2, M-3 and M-4 common shares (collectively, the “Class M common shares”) are non-voting incentive compensation shares, convertible into our Class A common shares upon the satisfaction of certain conditions, as described below. The Class M common shares are owned by employees of us and AAM. We do not anticipate issuing any Class M common shares after our initial public offering.

Class M common shares are granted subject to vesting and forfeiture conditions. Each such grant is divided into two tranches. One tranche is subject to time-based vesting only, with the shares generally vesting ratably on each of the first five anniversaries of the date of grant if the holder is still in service with our company on such anniversary. These time-based vesting shares also become vested automatically in full upon a sale or change of control of our company. The other tranche is subject to performance-based vesting, generally based on the achievement by our Class A common shareholders of specified IRRs and MOIC returned to shareholders. The one exception to these performance-based vesting conditions are the grants of restricted Class M-4 Prime common shares made to Messrs. Wheeler and Klein when they joined the company in the second half of 2015. In light of the proximity of their hiring to our initial public offering, the performance-based tranche of the Class M-4 Prime common shares granted to them will vest based on the trading price of the Class A common shares. We also granted Class M-4 Prime common shares to other individuals for whom share awards were approved in February 2016. See “Compensation of Executive Officers and Directors—2015 Compensation Elements—Athene Equity Awards” for more information about the vesting provisions of the performance-based tranches of Class M common shares.

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Notwithstanding the foregoing, in connection with any shareholder vote to approve a merger or amalgamation with respect to AHL, each Class M common share, and each non-voting Class A common share, shall have the power to vote in connection with such approval. Solely in connection with such a vote, the Class M common shares and the non-voting Class A common shares shall collectively represent 0.1% of the total voting power of AHL (such voting power to be allocated equally among the Class M common shares and the non-voting Class A common shares), with the total voting power attributable to each of the voting Class A common shares and Class B common shares being reduced by such percentage on a pro rated basis determined based on the total voting power of each such class.

Repurchase Right

Following certain terminations of the employment or service of a holder of Class M common shares, the company has the right (but not the obligation) to repurchase all or any portion of the vested Class M common shares held by such person.

Conversion to Class A Common Shares

After such time as either (1) certain investors in the Apollo Group receive a 100% return of capital invested in the company or (2) Class A common shares are listed on a national public securities exchange (which condition will be satisfied upon the consummation of this offering), a holder of vested Class M common shares may elect to exchange any or all of such shares for an equivalent number of Class A common shares upon payment to the company (in cash or in shares at the election of the holder of Class M common shares) of an amount equal to the product of (a) the number of vested Class M common shares that are being exchanged and (b) the applicable conversion price, less the per share dividends and other distributions, if any, previously paid by the company in respect of the Class A common shares from and after the issuance of the applicable Class M common shares.

The conversion price for the Class M-1 common shares is \$10.00 per share, the conversion price for the Class M-2 common shares is \$10.78 per share, the conversion price for the Class M-3 common shares is \$13.46 per share and the conversion price for the Class M-4 common shares is \$26.00 per share. Each such conversion price is based upon the price per share paid by investors in the private placement of our Class A common shares associated with the applicable Class M common shares. We have issued Class M-4 Prime common shares with conversion prices of \$27.83, \$28.26 and \$33.28, which in each case was the grant date fair value of a Class A common share at the time of grant.

Following conversion of Class M common shares, such converted Class A common shares may be sold for cash subject to applicable contractual transfer restrictions or legal restrictions, such as blackout periods and affiliate sale volume restrictions.

Dividends

Our board of directors may, subject to Bermuda law and our bye-laws, declare a dividend to be paid (in cash or wholly or partly in kind) to shareholders of record on a record date set by our board of directors. Our board of directors may declare and pay a dividend on one or more classes of shares to the extent one or more classes of shares ranks senior to or has a priority over another class of shares. No unpaid dividend will bear any interest.

The holders of unvested Class M common shares are not entitled to receive dividends declared with respect to such shares until specified investors in our company have achieved an actual or deemed return of investment specified in the award agreements relating to the grants of the shares. Dividends on vested Class M common shares are paid to the holders of such shares at the same time that dividends are paid to other shareholders.

We do not currently pay dividends on any of our common shares and we currently intend to retain all available funds and any future earnings for use in the operation of our business. We may, however, pay cash

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dividends on our common shares, including our Class A common shares, in the future. Any future determination to pay dividends will be made at the discretion of our board of directors and will depend upon many factors, including our financial condition, earnings, legal requirements, restrictions in our debt agreements and other factors our board of directors deems relevant. We are a holding company and we have no direct operations. All of our business operations are conducted through our subsidiaries. Any dividends we pay will depend upon our funds legally available for distribution, including dividends from our subsidiaries. Our U.S. insurance subsidiaries are highly regulated and are required to comply with various conditions before they are able to pay dividends or make distributions to us. See “Business—Regulation—United States—Restrictions on Dividends and Other Distributions.” Our ability to pay dividends on our Class A common shares is limited by the terms of our existing indebtedness and may be restricted by the terms of any future credit agreement or any future debt or preferred securities of ours or of our subsidiaries, as well as withholding tax related considerations. See “Dividend Policy” and “Description of Certain Indebtedness—Credit Facility.” While we do not currently have any preference shares issued or outstanding, if we issue such shares in the future, our board of directors may declare and pay a dividend on one or more classes of shares to the extent one or more classes of shares ranks senior to or has priority over another class of shares.

Voting Rights

The total voting power of our common shares, as referred to in our bye-laws, means the total votes attributable to all of our shares issued and outstanding. The voting rights associated with each class of our common shares is as set forth below.

General

Our bye-laws restrict all holders of all classes of our shares from owning, directly or indirectly, an amount of outstanding capital stock of us such that any one holder that is a “United States person” (as defined in Section 957(c) of the Code) would possess 50% or more of either the total voting power or total value of our shares outstanding, including any securities exchangeable for our capital stock and all options, warrants, contractual and other rights to purchase our capital stock (“Equity Securities”). Our bye-laws also prohibit any holder of any class of our shares from transferring any such shares if, after giving effect to such transfer, 19.9% or greater of the total voting power or the total value of our outstanding shares or Equity Securities would be owned, directly or indirectly, by either (i) U.S. shareholders (as defined in Section 953(c) of the Code) who are insured or reinsured by us or any of our subsidiaries or ceding companies or (ii) any person who is related to any such person. In the event any holder of our shares or Equity Securities is in violation of these restrictions, our board of directors may require such holder to sell or allow us to repurchase some or all of such holder’s shares or Equity Securities at fair market value, as the board of directors and such holder agree in good faith, or to take any reasonable action that the board of directors deems appropriate.

Class A Common Shares

Our bye-laws generally provide that Class A common shareholders have one vote for each Class A common share held by them and are entitled to vote, on a non-cumulative basis, at all annual general and special meetings of shareholders with respect to matters on which Class A common shares are eligible to vote. The Class A common shares collectively represent 55% of the total voting power of our common shares, subject to certain voting restrictions and adjustments described herein. This allocation of 55% of the total voting power to the Class A common shares applies regardless of the number of Class A common shares that may be issued and outstanding.

Voting Restrictions of Class A Common Shares - Our Class A common shares may be subject to a cap of the voting power attributable to such shares or may be deemed to be non-voting depending upon whether a holder of such shares is subject to the restrictions set forth in our bye-laws described in this section below. These restrictions are applicable to certain holders only and such Class A common shares are not subject to such restrictions to the extent that our Class A common shares are held by persons not subject to such restrictions.

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We have two primary voting restrictions over our Class A common shares:

- As described under “Risk Factors—Risks Relating to this Offering and an Investment in Our Class A Common Shares—Our bye-laws contain provisions that could discourage takeovers and business combinations that our shareholders might consider in their best interests, including provisions that prevent a holder of Class A common shares from having a significant stake in Athene,” our bye-laws prohibit holders of our Class A common shares and certain other classes of our common shares (other than those owned by the Apollo Group) from having more than 9.9% of the total voting power of our common shares. This limitation is intended to reduce the likelihood that AHL, ALRe or any of the German Group Companies will be treated as a CFC in any taxable year (other than for purposes of taking into account RPII).
- Additionally, under our bye-laws, the voting rights exercisable by shareholders of the company other than members of the Apollo Group are limited so that Control Groups are deemed not to hold more than 9.9% of the total voting power conferred by our shares. In addition, our board of directors retains certain discretion to make adjustments to the aggregate number of votes attaching to the shares of any Control Group that they consider fair and reasonable in all the circumstances to ensure that such Control Group will not hold more than 9.9% of the total voting power represented by our then outstanding shares. The reduction in votes is generally to be applied proportionately among all shareholders who are members of the Control Group. A Control Group includes all shares directly owned by the shareholders within that Control Group and all shares directly owned by each other shareholder any of whose shares are included in the controlled shares of such person. Controlled shares means all Class A common shares that a person is deemed to own directly, indirectly, within the meaning of Section 958(a) of the Code, or constructively, within the meaning of Section 958(b) of the Code.

The amount of any reduction of votes that occurs by operation of the above limitations will generally be reallocated proportionately among all other of our Class A common shareholders who were not members of these groups so long as such reallocation does not cause a Control Group to hold more than 9.9% of the total voting power of our shares.

In the event any of a shareholder’s Class A common shares are deemed to be non-voting, those non-voting Class A common shares will not be counted in determining the voting power of other Class A common shares. Furthermore, at such time when Class A common shares that have been deemed to be non-voting are transferred to a shareholder who (1) is not an owner, directly or indirectly, of Class B common shares, (2) does not hold an equity interest in Apollo or AAA, and (3) is not a member of the Apollo Group, such Class A common shares become full voting shares following such transfer. Such Class A common shares will, however, remain subject to the voting cutbacks described above.

Our bye-laws provide that our board of directors may determine that certain shares shall not carry voting rights or shall have reduced voting rights to the extent that the board reasonably determines, by the affirmative vote of a majority of the directors, that it is necessary to do so to avoid any adverse tax consequences or materially adverse legal or regulatory treatment to us, any of our subsidiaries or any shareholder or its affiliates.

We also have the authority under our bye-laws to request information from any shareholder for the purpose of determining whether a shareholder’s voting rights are to be reallocated pursuant to the bye-laws. If, after a reasonable cure period, a shareholder fails to respond to our request for information or submits incomplete or inaccurate information in response to a request by us, we in our reasonable discretion, may reduce or eliminate the shareholder’s voting rights.

Pursuant to our bye-laws, the total voting power of Class A common shares held by members of our management and employees of the Apollo Group that are shareholders is limited to 3% of the total voting power of our common shares.

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Any of the foregoing adjustments are likely to result in a shareholder having voting rights in excess of one vote per share. Therefore, a shareholder's voting rights may increase above 5% of the aggregate voting power of the outstanding common shares, thereby possibly resulting in the shareholder becoming a reporting person subject to Schedule 13D or 13G filing requirements under the Exchange Act.

Class B Common Shares

Class B common shares represent, in aggregate, 45% of the total voting power of our common shares, subject to certain adjustments, as described herein. In general, only members of the Apollo Group may own Class B common shares. Because the Class B common shares are held only by entities that are controlled by Apollo and its affiliates, Apollo and its affiliates control the voting power of the Class B common shares, which may make it difficult for other shareholders to influence or control the company. See "Risk Factors—Risks Relating to this Offering and an Investment in Our Class A Common Shares—The interest of the Apollo Group, which controls and is expected to continue to control 45% of the total voting power of AHL and holds a number of the seats on our board of directors, may conflict with those of other shareholders and could make it more difficult for you and other shareholders to influence significant corporate decisions." Any holder of Class B common shares that is a member of the Apollo Group may, with the consent of the holders of a majority of the Class B common shares, reduce the voting power attributable to the Class B common shares through certain transfers and/or the conversion of such holder's Class B common shares to a new series or class of securities. In addition, prior to an Apollo Termination Event, any member of the Apollo Group may convert any or all of its Class B common shares into Class A common shares on a one-for-one basis.

Generally, members of the Apollo Group will not own Class A common shares. If a member of the Apollo Group elects to purchase Class A common shares from the company or another shareholder, such Class A common shares will ordinarily be deemed to be non-voting common shares unless such member designates those Class A common shares to constitute voting Class A common shares. This could have the effect of increasing control by members of the Apollo Group over the company and subjecting U.S. persons who own our common shares to materially adverse tax consequences. See "Risk Factors—Risks Relating to Taxation—U.S. persons who own our shares may have more difficulty in protecting their interests than U.S. persons who are shareholders of a U.S. corporation."

Pursuant to our bye-laws, the holders of our Class B common shares, by a vote of the majority of the Class B common shares, may at any time and from time to time elect to reduce the percentage of the total voting power of AHL represented by the Class B common shares (and correspondingly increase the percentage of the total voting power of AHL represented by the Class A common shares, so that the total voting power of AHL remains equal to 100%).

Class M Common Shares

Until having vested and converted into Class A common shares, none of the Class M common shares have voting rights, except where required under Bermuda law. Notwithstanding the foregoing, in connection with any shareholder vote to approve a merger or amalgamation with respect to AHL, each vested and unvested Class M common share, and each non-voting Class A common share, shall have the power to vote in connection with such approval. Solely in connection with such a vote, the Class M common shares and the non-voting Class A common shares shall collectively represent 0.1% of the total voting power of AHL (such voting power to be allocated equally among the Class M common shares and the non-voting Class A common shares), with the total voting power attributable to each of the voting Class A common shares and Class B common shares being reduced by such percentage on a pro rated basis determined based on the total voting power of each such class.

Voting of Subsidiary Shares

AHL's bye-laws require the board of AHL to refer certain decisions with respect to our non-U.S. subsidiaries to our shareholders, and to vote our shares accordingly. The decisions required to be referred to our

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shareholders by this provision include the appointment, removal or remuneration of directors of non-U.S. subsidiaries and any other decisions with respect to non-U.S. subsidiaries that legally require the approval of such non-U.S. subsidiary's shareholders.

Rights upon Liquidation

In the event of a liquidation, dissolution or winding up of the company, holders of Class A common shares, Class B common shares and Class M common shares are entitled to share in the assets remaining after payment of liabilities and the liquidation preferences of any outstanding preferred stock, with the holders of Class A common shares, Class B common shares and vested Class M common shares (to the extent that an amount equal to the applicable conversion price associated with the relevant class of Class M common shares has been received by holders of the Class A common shares and Class B common shares) entitled to preferential distributions as set forth in our by-laws.

Preference Shares

Pursuant to Bermuda law and our bye-laws, our board of directors may establish one or more series of preference shares having such designations, dividend rates, redemption features, liquidation rights and preferences, conversion or exchange rights, relative voting rights or such other special rights, qualifications, limitations or restrictions as may be fixed by the board without any further shareholder approval. Such rights, preferences, powers and limitations as may be established could have the effect of discouraging an attempt to obtain control of our company.

As of the date of this prospectus, we have not issued or authorized any preference shares.

Certain Bye-law Provisions

Certain provisions of our bye-laws may have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that you might consider in your best interest, including an attempt that might result in your receipt of a premium over the market price for your shares. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to first negotiate with our board of directors, which could result in an improvement of such persons' terms. See "Risk Factors—Risks Relating to this Offering and an Investment in Our Class A Common Shares—Our bye-laws contain provisions that could discourage takeovers and business combinations that our shareholders might consider in their best interests, including provisions that prevent a holder of Class A common shares from having a significant stake in Athene" and "—Common Shares—Voting Rights."

Classified Board of Directors

In accordance with the terms of our bye-laws, our board is classified as described under "Management—Corporate Governance—Classified Board of Directors."

Removal of Directors

Our bye-laws provide that a director may only be removed for cause by a majority of our board or shareholders holding a majority of the total voting power of our common shares at any general meeting.

Shareholder Action by Written Consent

Subject to certain exceptions, our bye-laws provide that shareholder action may be taken by written resolution, if such resolution is signed by or on behalf of, more than 55% of the total voting power of our common shares.

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Shareholder Advance Notice Procedures

Our bye-laws establish advance notice procedures for shareholders to bring business before or to nominate directors at an annual meeting of our shareholders. Our bye-laws provide that any shareholder wishing to bring such business before or to nominate directors at an annual meeting must be a shareholder of record (1) meeting the minimum requirements set forth for eligible shareholders to submit shareholder proposals under Rule 14a-8 of the Exchange Act (a “minimum shareholder”), at the time of giving of notice and at the time of the meeting, (2) entitled to vote at the meeting and (3) who complies with the notice procedures set forth below. These requirements may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed. In addition, we expect that these provisions, insofar as they relate to the nomination of directors, may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to obtain control of our company.

To be timely, the shareholder’s notice to bring business before or to nominate directors at an annual meeting must be delivered to or mailed and received by us not less than 90 days nor more than 120 days before the anniversary date of the preceding annual meeting, except that if the annual meeting is set for a date that is not within 30 days before or after such anniversary date, we must receive the notice not later than the later of (1) the close of business 90 days prior to the date of such annual meeting or (2) if the first public announcement of the date of such advanced or delayed annual meeting is less than 100 days prior to such date, 10 days following the date of the first public announcement of the general meeting.

The notice must include the following information:

- the name and address of the shareholder who intends to make the nomination and either the name and address of the person or persons to be nominated or the nature of the business to be proposed;
- the class and number of equity securities directly or indirectly owned by such shareholder or its affiliates and a description of any agreement, arrangement or understanding to which such shareholder is a party as of the date of such notice with respect to any equity securities or that has the effect or intent of mitigating loss to, managing the potential risk or benefit of share price changes for, or increasing or decreasing the voting power of such shareholder or its affiliates with respect to such equity securities;
- a representation that the shareholder is a shareholder of record of our share capital entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons or to introduce the business specified in the notice;
- if applicable, a description of all arrangements or understandings between the shareholder and each nominee and any other person or persons, naming such person or persons, pursuant to which the nomination is to be made or business is to be proposed by the shareholder;
- a representation whether the shareholder intends, or is part of a “group” (as defined in Rule 13d-5 of the Exchange Act) that intends, to deliver a proxy statement and/or form of proxy statement to holders of at least the percentage of common shares required to approve or adopt the proposal and/or to otherwise solicit proxies from other shareholders in support of such proposal;
- such other information regarding each nominee or each matter of business to be proposed by such shareholder as would be required to be included in a proxy statement filed under the SEC’s proxy rules if the nominee had been nominated or intended to be nominated, or the matter that had been proposed, or intended to be proposed by the board of directors;
- if applicable, the consent of each nominee to serve as a director if elected; and
- such other information that the board of directors may request in its discretion.

Notwithstanding anything to the contrary, with respect to shareholder proposals, the notice requirements set forth in our bye-laws will be deemed satisfied by a shareholder if such shareholder has submitted a proposal to us

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in compliance with Rule 14a-8 of the Exchange Act and such proposal has been included in a proxy statement that has been prepared by us (provided that the shareholder has provided the information specified above). In addition, no business may be brought by a shareholder except in accordance with the above, and unless otherwise required by the rules of the NYSE, if a shareholder intending to bring business before a general meeting does not provide the timely notifications contemplated above or appear in person or by proxy, such business will not be transacted.

Amendments to Memorandum of Association and Bye-laws

Amendments to our bye-laws require an affirmative vote of majority of our board and a majority of the voting power at any annual or special meeting of shareholders.

Meetings of Shareholders

Our annual general meeting will be held each year at such place, date and time as determined by the board. A special general meeting may be called upon the request of the Chairman, the Chief Executive Officer or a majority of the board. The Companies Act requires that shareholders be given at least five business days' notice of a meeting, excluding the date the notice is given and the date of the meeting. In addition, upon receiving a requisition from holders of at least 10% of total voting power of our common shares, the board is required to convene a special general meeting. The presence in person or by proxy of holders of our common shares holding a majority of the voting power of the company at such meeting constitutes a quorum for the transaction of business at a general meeting.

Market Listing

We intend to apply to list our Class A common shares on the NYSE under the symbol "ATH."

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common shares will be Computershare Limited.

DESCRIPTION OF CERTAIN INDEBTEDNESS

We borrow funds primarily to provide liquidity and for general corporate purposes, and we may in the future incur additional indebtedness. Our ability to borrow funds depends on a variety of factors including, but not limited to, the credit ratings of AHL and its insurance company subsidiaries, general macroeconomic conditions, capital levels, collateral availability and earnings. This section includes a description of certain indebtedness, including potential sources of liquidity; other indebtedness is described in our consolidated financial statements and notes thereto.

Credit Facility

On January 22, 2016, AHL, ALRe and Athene USA entered into the AHL Credit Agreement, with Citibank, N.A., as administrative agent (the “AHL Facility Administrative Agent”), pursuant to which AHL, ALRe and Athene USA (and any related borrowers from time to time party thereto) are entitled to incur, in the aggregate, up to \$1 billion thereunder on a revolving basis. In connection with the AHL Credit Agreement, AHL, ALRe and Athene USA also entered into a Guaranty, dated as of January 22, 2016 (the “Guaranty”), with the AHL Facility Administrative Agent, pursuant to which (1) AHL and Athene USA each, on a joint and several basis, guaranteed all of the obligations of AHL, ALRe and Athene USA under and in respect of the AHL Credit Agreement and the other loan documents related thereto and (2) ALRe, on a joint and several basis with AHL and Athene USA, guaranteed certain of the obligations of AHL and Athene USA under and in respect of the AHL Credit Agreement and the other loan documents related thereto.

Interest accrues on outstanding borrowings under the AHL Credit Agreement at a rate per annum equal to either: (i) the Eurodollar Rate (as defined in the AHL Credit Agreement) plus a margin determined on a sliding scale from 1.125% to 2.50% based on the financial strength rating of AHL or (ii) the Base Rate (as defined in the AHL Credit Agreement) plus a margin determined on a sliding scale from 0.125% to 1.50% based on the financial strength rating of AHL. The borrowers under the AHL Credit Agreement will also be required to pay a fee on undrawn commitments on a sliding scale from 0.15% to 0.50% based on the financial strength rating of AHL.

The AHL Credit Agreement contains a number of customary representations and warranties, affirmative and negative covenants and events of default. Such covenants, among other things, restrict, subject to certain exceptions, the ability of AHL, ALRe, Athene USA and certain material subsidiaries of each to:

- incur additional indebtedness, make guarantees and enter into derivative arrangements;
- create liens on our or such subsidiaries’ assets;
- make fundamental changes;
- engage in certain transactions with affiliates;
- make changes in the nature of their business; and
- pay dividends and distributions or repurchase common shares.

The AHL Credit Agreement also contains covenants that require AHL to maintain (1) a ratio of Consolidated Adjusted Debt (as defined in the AHL Credit Agreement) to Consolidated Adjusted Capitalization (as defined in the AHL Credit Agreement) of not greater than 35% and (2) a minimum Consolidated Net Worth (as defined in the AHL Credit Agreement) of no less than the sum of \$3.7 billion plus 50% of the net cash proceeds received from any equity issuances occurring after the date of the AHL Credit Agreement.

If an event of default occurs, the lenders under the AHL Credit Agreement will be entitled to take various actions, including the termination of the lenders’ commitments and the acceleration of amounts due thereunder. As of the date of this prospectus, AHL was in compliance with all covenants and no borrowings under the AHL Credit Agreement were outstanding.

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Repurchase Agreements

We have repurchase agreements in place with several bank counterparties in the normal course of business under which we can borrow funds for purposes of bridging liquidity gaps or for general corporate purposes. These facilities are non-committed facilities and are required to be secured by collateral. The bank counterparties under these non-committed facilities generally decide whether to lend to us based on our current credit risk, including our and our subsidiaries' credit ratings, the types and quality of collateral that we have available to pledge and general macroeconomic conditions. If we are unable to access funds under these non-committed facilities, we may need to access other facilities, dispose of securities underlying such facilities or otherwise at prices that are not optimal to us or issue additional equity to raise additional funds. These actions may have an adverse effect on our financial condition, liquidity and cash flows and may be dilutive to your investment. See "Risk Factors—Risks Relating to Our Business—We may want or need additional capital in the future, and such capital may not be available to us on favorable terms or at all due to volatility in the equity or credit markets, adverse economic conditions or our creditworthiness."

We have investments in each of 2012 CMBS-I Fund L.P., a Delaware limited partnership("CMBS-I L.P.") and 2012 CMBS-II Fund L.P., a Delaware limited partnership ("CMBS-II L.P."), which are consolidated into our financial statements and are managed by a related party. In connection with our investment in CMBS-I L.P., we include in our financial statements obligations arising under a borrowing repurchase agreement between UBS AG, London Branch ("UBS London") and 2012 CMBS-I Fund U-I, LLC, a Delaware limited liability company of which CMBS-I L.P. is the managing member and an affiliate ("CMBS-I LLC"). Under such borrowing repurchase agreement, CMBS-I LLC had the ability to draw indebtedness in aggregate principal amounts to be mutually agreed upon by the parties from time to time in order to finance the acquisition of AAA rated CMBS (the "UBS Facility I"). The UBS Facility I terminates on September 15, 2016 and may be extended for a period of one year upon the mutual agreement of both CMBS-I LLC and UBS London. Upon extension, each security purchased via funds from UBS Facility I will be assigned a spread in line with the current market rates, to be determined by UBS London. Advances under the UBS Facility I accrue interest at a per annum pricing rate equal to LIBOR plus 2.5% - 2.9%. The purchase price of the CMBS is determined on a per asset basis by applying an advance rate schedule agreed upon by CMBS-I LLC and UBS London. The UBS Facility I contains customary affirmative and negative covenants and events of default for similar repurchase facilities. As of June 30, 2016, CMBS-I LLC was in compliance with all debt covenants.

In connection with our investment in CMBS-II L.P., we include in our financial statements obligations arising under a borrowing repurchase agreement between UBS London and 2012 CMBS-II Fund U-I, LLC, a Delaware limited liability company of which CMBS-II L.P. is the managing member and an affiliate ("CMBS-II LLC"). Under such borrowing repurchase agreement, CMBS-II LLC had the ability to draw indebtedness in aggregate principal amounts to be mutually agreed upon by the parties from time to time in order to finance the acquisition of AAA rated CMBS (the "UBS Facility II"). The UBS Facility II terminates on September 15, 2016 and may be extended for a period of one year upon the mutual agreement of both CMBS-II LLC and UBS London. Upon extension each security purchased via funds from UBS Facility II will be assigned a spread in line with the current market rates, to be determined by UBS London. Advances under the UBS Facility II accrue interest at a per annum pricing rate equal to LIBOR plus 2.5% - 2.9%. The purchase price of the CMBS is determined on a per asset basis by applying an advance rate schedule agreed upon by CMBS-II LLC and UBS London. The UBS Facility II contains customary affirmative and negative covenants and events of default for similar repurchase facilities. As of June 30, 2016, 2012 CMBS-II LLC was in compliance with all debt covenants.

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The following table provides certain information regarding our repurchase facility borrowings (dollars in millions, assumes the exercise of all extension options):

	June 30, 2016		
	Amount	Weighted Average Maturity	Weighted Average Interest Rate
UBS Facility I	\$ 250	1.3 years	3.39%
UBS Facility II	\$ 250	1.3 years	3.40%

FHLB Advances

AAIA is a member of FHLBDM and ALIC is a member of FHLBI. Through their respective memberships, each has issued funding agreements to the respective FHLB in exchange for cash advances. The funding agreements are required to be fully collateralized, taking into account applicable discounts to the value of securities posted. ALIC is required to also collateralize any potential prepayment penalty that would be incurred if ALIC were to prepay the funding agreements prior to maturity. The funding agreement policies may not be accelerated by the holder unless there is a default under the agreement. Each of AAIA and ALIC may retire any or all of their respective funding agreements at any time, subject in certain instances to prepayment penalties.

AAIA and ALIC are required to maintain a collateral deposit that backs any funding agreements issued to the FHLBs, or advances or letters of credit issued by the FHLBs. AAIA and ALIC have the ability to obtain funding from the FHLBs based on a percentage of the value of their respective assets and are subject to the availability of eligible collateral, subject to certain limits. Furthermore, collateral is pledged based on the outstanding balances of FHLB advances, funding agreements and letters of credit. The amount varies based on the type, rating and maturity of the collateral posted to the FHLB. Market value fluctuations resulting from changes in interest rates, spreads and other risk factors for each type of assets are monitored and additional collateral is either pledged or released as needed.

On August 11, 2016 we provided notice to the FHLBI that ALIC is withdrawing its membership thereto. The FHLBI confirmed receipt of our request on the following day. Pursuant to the FHLBI's capital plan, ALIC's membership will be withdrawn as of the fifth anniversary of the FHLBI's receipt of our notice. Until such time that ALIC's membership is withdrawn, ALIC continues to have all of the rights and obligations of being a member of the FHLBI, except that with respect to some or all of the FHLBI stock that ALIC owns, we will be entitled to a lower dividend amount, to the extent that the FHLBI declares a dividend. ALIC may continue to borrow from the FHLBI, provided that without the consent of the FHLBI, the transaction must mature or otherwise terminate prior to ALIC's withdrawal of membership.

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As of June 30, 2016, our maximum credit capacity under the FHLBDM facility was \$13.2 billion. However, our ability to borrow under the facility is constrained by the availability of assets that qualify as eligible collateral under the facility and by the Iowa Code requirement that we maintain funds equivalent to our legal reserve in certain permitted investments, from which we exclude pledged assets. Considering these limitations, we estimate that as of June 30, 2016, we had the ability to draw up to a total of approximately \$4.6 billion, inclusive of borrowings then outstanding. Drawing such amounts would have an adverse impact on AAIA's RBC ratio, which may further restrict our ability or willingness to draw up to our estimated capacity. Our ability to access the FHLBDM facility does not have a defined expiration date. Pursuant to the terms of the facility, we are able to access the facility as long as AAIA maintains a satisfactory level of creditworthiness based on FHLBDM's credit assessment and meets the applicable collateral posting requirements. Amounts outstanding are included in interest sensitive contract liabilities in our consolidated balance sheet and the market value of assets that collateralize the FHLB funding agreements are included in AFS fixed maturity securities on the consolidated balance sheet. The following table provides certain information about the outstanding advances received from the respective FHLB (dollars in millions):

	June 30, 2016					
	Borrowing Entity	Advance Type	Aggregate Advance Amount	Weighted Average Time to Maturity	Weighted Average Interest Rate	Aggregate Collateral Value
FHLBDM	AAIA	Funding Agreement	\$ 836	1.26 years	3.36%	\$ 1,248
FHLBI	ALIC	Funding Agreement	\$ 60	2.35 years	3.02%	\$ 72

COMPARISON OF SHAREHOLDER RIGHTS

Differences in Corporate Law

You should be aware that the Companies Act, which applies to us, differs in certain material respects from laws generally applicable to U.S. companies incorporated in the State of Delaware and their shareholders. The following is a summary of certain significant differences between the Companies Act (including modifications adopted pursuant to our bye-laws) and Bermuda common law applicable to us and our shareholders, on the one hand, and the provisions of the Delaware General Corporation Law applicable to U.S. companies organized under the laws of Delaware and their shareholders, on the other hand.

Duties of Directors

The Companies Act authorizes the directors of a company, subject to its bye-laws, to exercise all powers of the company except those that are required by the Companies Act or the company's bye-laws to be exercised by the shareholders of the company. Our bye-laws provide that our business is to be generally managed and conducted by our board of directors. In accordance with Bermuda common law, members of a board of directors owe a fiduciary duty to the company to act in good faith in their dealings with or on behalf of the company and exercise their powers and fulfill the duties of their office honestly. This duty includes the following essential elements:

- a duty to act in good faith in the best interests of the company;
- a duty not to make a personal profit from opportunities that arise from the office of director;
- a duty to avoid situations in which there is an actual or potential conflict between a personal interest or the duties owed to third parties and/or the director's duty to the company; and
- a duty to exercise powers for the purpose for which such powers were intended.

The Companies Act imposes a duty on directors and officers of a Bermuda company:

- to act honestly and in good faith with a view to the best interests of the company; and
- to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Companies Act also imposes various duties on directors and officers of a company with respect to certain matters of management and administration of the company.

Under Bermuda law, directors and officers generally owe fiduciary duties to the company itself, not to the company's individual shareholders or members, creditors, or any class of either shareholders, members or creditors. Our shareholders may not have a direct cause of action against our directors.

Under Delaware law, the business and affairs of a corporation are managed by or under the direction of its board of directors. In exercising their powers, directors are charged with a fiduciary duty of care to protect the interests of the corporation and a fiduciary duty of loyalty to act in the best interests of its shareholders. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he reasonably believes to be in the best interests of the company. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the company and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence

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of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the company.

Interested Directors

Bermuda law provides that a transaction entered into by us in which a director has an interest will not be voidable by us and such director will not be liable to us for any profit realized pursuant to such transaction as a result of such interest, provided the nature of the interest is disclosed at the first opportunity either at a meeting of directors or in writing to the directors. While we are not aware of any Bermuda case law on the meaning of “first opportunity,” a Bermuda court will likely employ a practical interpretation of those words. Subject to the rules of the NYSE and applicable U.S. securities laws, our bye-laws do not require directors to recuse themselves from any discussion or decision involving any contract or proposed contract or arrangement in which the director is directly or indirectly interested so long as the nature of the interest is disclosed, and such director may be counted in the quorum for such meeting.

Under Delaware law, such transaction would not be voidable if (1) the material facts as to such interested director’s relationship or interests are disclosed or are known to the board of directors and the board in good faith authorizes the transaction by the affirmative vote of a majority of the disinterested directors, (2) such material facts are disclosed or are known to the shareholders entitled to vote on such transaction and the transaction is specifically approved in good faith by vote of the majority of shares entitled to vote on the matter or (3) the transaction is fair as to the company as of the time it is authorized, approved or ratified. Under Delaware law, such interested director could be held liable for a transaction in which such director derived an improper personal benefit.

Voting Rights and Quorum Requirements

Under Bermuda law, the voting rights of our shareholders are regulated by our bye-laws and, in certain circumstances, the Companies Act. Generally, except as otherwise provided in the bye-laws or the Companies Act, any action or resolution requiring approval of the shareholders may be passed by a simple majority of votes cast.

Any individual who is a shareholder of our company and who is present at a meeting may vote in person, as may any corporate shareholder that is represented by a duly authorized representative at a meeting of shareholders. Our bye-laws also permit attendance at general meetings by proxy, provided the instrument appointing the proxy is in the form specified in the bye-laws or such other form as the board may determine. The specific voting rights of our common shares are set forth in detail under “Description of Share Capital—Common Shares—Voting Rights.”

Under Delaware law, unless otherwise provided in a company’s certificate of incorporation, each shareholder is entitled to one vote for each share of stock held by the shareholder. Delaware law provides that unless otherwise provided in a company’s certificate of incorporation or bylaws, a majority of the shares entitled to vote, present in person or represented by proxy, constitutes a quorum at a meeting of shareholders. In matters other than the election of directors, with the exception of special voting requirements related to extraordinary transactions, and unless otherwise provided in a company’s certificate of incorporation or bylaws, the affirmative vote of a majority of shares present in person or represented by proxy and entitled to vote at a meeting in which a quorum is present is required for shareholder action, and the affirmative vote of a plurality of shares present in person or represented by proxy and entitled to vote at the meeting is required for the election of directors.

Amalgamations, Mergers and Similar Arrangements

The amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company’s

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board of directors and by its shareholders. Unless the company's bye-laws provide otherwise, the approval of 75% of the shareholders voting at such meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be two persons holding or representing more than one-third of the issued shares of the company. Our bye-laws provide that a majority of the total voting power of the common shares of the company is required to approve an amalgamation or merger.

Under Bermuda law, in the event of an amalgamation or merger of a Bermuda company with another company or corporation, including a public Bermuda company, a shareholder of the Bermuda company who did not vote in favor of the amalgamation or merger and is not satisfied that fair value has been offered for such shareholder's shares may, within one month of notice of the shareholders meeting, apply to the Supreme Court of Bermuda to appraise the fair value of those shares.

Under Delaware law, with certain exceptions, a merger, consolidation or sale of all or substantially all the assets of a corporation must be approved by the board of directors and a majority of the issued and outstanding shares entitled to vote on such transaction. A shareholder of a company participating in certain merger and consolidation transactions may, under certain circumstances, be entitled to appraisal rights, such as having a court to determine the fair value of the stock or requiring the company to pay such value in cash. However, such appraisal right is not available to shareholders if the stock received in such transaction is listed on a national securities exchange, including either the NYSE or the Nasdaq Global Market.

Acquisitions

Under Bermuda law, an acquiring party is generally able to acquire compulsorily the common shares of minority holders of a company in the following ways:

- By a procedure under the Companies Act known as a "scheme of arrangement." A scheme of arrangement could be effected by obtaining the agreement of the company and of holders of common shares, representing in the aggregate a majority in number and at least 75% in value of the common shareholders present and voting at a court ordered meeting held to consider the scheme of arrangement. The scheme of arrangement must then be sanctioned by the Bermuda Supreme Court. If a scheme of arrangement receives all necessary agreements and sanctions, upon the filing of the court order with the Registrar of Companies in Bermuda, all holders of common shares could be compelled to sell their shares under the terms of the scheme of arrangement.
- By acquiring pursuant to a tender offer 90% of the shares or class of shares not already owned by, or by a nominee for, the acquiring party (the offeror), or any of its subsidiaries. If an offeror has, within four months after the making of an offer for all the shares or class of shares not owned by, or by a nominee for, the offeror, or any of its subsidiaries, obtained the approval of the holders of 90% or more of all the shares to which the offer relates, the offeror may, at any time within two months beginning with the date on which the approval was obtained, by notice compulsorily acquire the shares of any non-tendering shareholder on the same terms as the original offer unless the Supreme Court of Bermuda (on application made within a one-month period from the date of the offeror's notice of its intention to acquire such shares) orders otherwise.
- Where the acquiring party or parties hold not less than 95% of the shares or a class of shares of the company, by acquiring, pursuant to a notice given to the remaining shareholders or class of shareholders, the shares of such remaining shareholders or class of shareholders. When this notice is given, the acquiring party is entitled and bound to acquire the shares of the remaining shareholders on the terms set out in the notice, unless a remaining shareholder, within one month of receiving such notice, applies to the Supreme Court of Bermuda for an appraisal of the value of their shares. This provision only applies where the acquiring party offers the same terms to all holders of shares whose shares are being acquired.

Delaware law provides that a parent corporation, by resolution of its board of directors and without any shareholder vote, may merge with any subsidiary of which it owns at least 90% of each class of its capital stock.

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Upon any such merger, and in the event the parent corporation does not own all of the stock of the subsidiary, dissenting shareholders of the subsidiary are entitled to certain appraisal rights. Delaware law also provides, subject to certain exceptions, that if a person acquires 15% of voting stock of a company, the person is an “interested shareholder” and may not engage in “business combinations” with the company for a period of three years from the time the person acquired 15% or more of voting stock.

Shareholders’ Suits

Class actions and derivative actions are generally not available to shareholders under Bermuda law. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company’s memorandum of association or bye-laws, including any breach of fiduciary duty claims in cases where the actions from which such claims arise have not been ratified by a majority of the shareholders.

Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company’s shareholders than that which actually approved it.

When the affairs of a company are being conducted in a manner which is oppressive or prejudicial to the interests of some part of the shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company’s affairs in the future or ordering the purchase of the shares of any shareholders by other shareholders or by the company.

Class actions and derivative actions generally are available to shareholders under Delaware law for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court generally has discretion to permit the winning party to recover attorneys’ fees incurred in connection with such action.

Pursuant to our bye-laws, any suit that arises concerning the Companies Act or out of or in connection with our bye-laws shall be subject to the exclusive jurisdiction of the Supreme Court of Bermuda.

Indemnification of Directors and Officers

Section 98 of the Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to Section 281 of the Companies Act. Section 98 of the Companies Act further provides that a company may advance moneys to an officer or auditor for the costs, charges and expenses incurred by the officer or auditor in defending any civil or criminal proceedings against them, on condition that the officer or auditor shall repay the advance if any allegation of fraud or dishonesty is proved against them.

We have adopted provisions in our bye-laws that provide that we shall indemnify our officers and directors (subject to certain exceptions for fraud, bad faith and/or willful misconduct). Section 98A of the Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain a directors’ and officers’ liability policy for this purpose.

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Pursuant to our bye-laws, our shareholders have agreed to waive any claim or right of action such shareholder may have, whether individually or by or in right of AHL, against any director or officer of AHL on account of any action taken by such director or officer, or the failure of such director or officer to take any action in the performance of his or her duties with or for AHL or any subsidiary of AHL; provided that such waiver does not extend to any matter in respect of any fraud or dishonesty which may attach to such director or officer.

Under Delaware law, a corporation may include in its certificate of incorporation a provision that, subject to the limitations described below, eliminates or limits director liability to the corporation or its shareholders for monetary damages for breaches of their fiduciary duty of care. Under Delaware law, a director's liability cannot be eliminated or limited for (1) breaches of the duty of loyalty, (2) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (3) the payment of unlawful dividends or expenditure of funds for unlawful stock purchases or redemptions or (4) transactions from which such director derived an improper personal benefit.

Delaware law provides that a corporation may indemnify a director, officer, employee or agent of the corporation against any liability or expenses incurred in any civil, criminal, administrative or investigative proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful, except that in any action brought by or in the right of the corporation, such indemnification may be made only for expenses (not judgments or amounts paid in settlement) and may not be made even for expenses if the officer, director or other person is adjudged liable to the corporation (unless otherwise determined by the court). In addition, under Delaware law, to the extent that a director or officer of a corporation has been successful on the merits or otherwise in defense of any proceeding referred to above, he or she must be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by that party. Furthermore, under Delaware law, a corporation is permitted to maintain directors' and officers' insurance.

Special Meeting of Shareholders

Under our bye-laws, a special general meeting of shareholders may be called upon the request of our Chairman, our Chief Executive Officer or our board of directors. In addition, upon receiving a requisition from holders of common shares representing at least ten percent (10%) of the total voting power of our common shares, the board will convene a special general meeting.

Delaware law permits the board of directors or any person who is authorized under a corporation's certificate of incorporation or bylaws to call a special meeting of shareholders.

Notice of Shareholder Meetings

Bermuda law requires that shareholders be given at least five days' advance notice of any general meeting and our bye-laws provide that not less than 21 days' notice nor more than 60 days' advance notice be provided. Under Delaware law, a company is generally required to give written notice of any meeting not less than 10 days nor more than 60 days before the date of the meeting to each shareholder entitled to vote at the meeting.

Dividends and Other Distributions

Under Bermuda law, a company may not declare or pay a dividend, or make a distribution out of contributed surplus, if there are reasonable grounds for believing that (1) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (2) the realizable value of the company's assets would thereby be less than its liabilities. "Contributed surplus" is defined for purposes of Section 54 of the Companies Act to include the proceeds arising from donated shares, credits resulting from the redemption or conversion of shares at less than the amount set up as nominal capital and donations of cash and other assets to the company.

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Under Delaware law, subject to any restrictions contained in the company's certificate of incorporation, a company may pay dividends out of surplus or, if there is no surplus, out of net profits for the fiscal year in which the dividend is declared and for the preceding fiscal year. Delaware law also provides that dividends may not be paid out of net profits if, after the payment of the dividend, capital is less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets.

Inspection of Corporate Records

Members of the general public have the right to inspect our public documents available at the office of the Registrar of Companies in Bermuda and our registered office in Bermuda, which will include our memorandum of association (including its objects and powers) and certain alterations to our memorandum of association. Our shareholders have the additional right to inspect our bye-laws, minutes of general meetings and audited financial statements, which must be presented to the annual general meeting of shareholders.

The register of members of a company is also open to inspection by shareholders and members of the general public without charge. The register of members is required to be open for inspection for not less than two hours in any business day (subject to the ability of a company to close the register of members for not more than 30 days in a year). A company is required to maintain its share register in Bermuda but may, subject to the provisions of the Companies Act, establish a branch register outside of Bermuda. A company is required to keep at its registered office a register of directors and officers. Bermuda law does not, however, provide a general right for shareholders to inspect or obtain copies of any other corporate records.

Delaware law requires that a company, within 10 days before a meeting of shareholders, prepare and make available a complete list of shareholders entitled to vote at the meeting. This list must be open to the examination of any shareholder for any purpose relating to the meeting for a period of at least 10 days prior to the meeting during ordinary business hours and at the principal place of business of the company. Delaware law also permits a shareholder to inspect the company's books and records if the shareholder can establish that he or she is a shareholder of the company, the shareholder has complied with Delaware law with respect to the form and manner of making demand for inspection of corporate records and the inspection by the shareholder is for a proper purpose.

Shareholder Proposals

Under Bermuda law, shareholders may, as set forth below and at their own expense (unless the company otherwise resolves), require the company to: (1) give notice to all shareholders entitled to receive notice of the annual general meeting of any resolution that the shareholders may properly move at the next annual general meeting; and/or (2) circulate to all shareholders entitled to receive notice of any general meeting a statement in respect of any matter referred to in any proposed resolution or any business to be conducted at such general meeting. The specific procedures under our bye-laws governing shareholder proposals in relation to our company are set forth under "Description of Share Capital—Certain Bye-law Provisions—Shareholder Advance Notice Procedures."

Delaware law does not include a provision restricting the manner in which nominations for directors may be made by shareholders or the manner in which business may be brought before a meeting, although restrictions may be included in a Delaware corporation's certificate of incorporation or bylaws.

Amendment of Memorandum of Association/Certificate of Incorporation

Bermuda law provides that the memorandum of association of a company may be amended by a resolution passed at a general meeting of shareholders of which due notice has been given. Certain amendments to the memorandum of association may require approval of the Minister, who may grant or withhold approval at his or her discretion.

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Under Bermuda law, the holders of an aggregate of not less than 20% in par value of a company's issued and outstanding share capital have the right to apply to the Bermuda courts for an annulment of any amendment of the memorandum of association adopted by shareholders at any general meeting, other than an amendment which alters or reduces a company's share capital as provided in the Companies Act. Where such an application is made, the amendment becomes effective only to the extent that it is confirmed by the Bermuda court. An application for an annulment of an amendment of the memorandum of association must be made within 21 days after the date on which the resolution altering the company's memorandum of association is passed and may be made on behalf of persons entitled to make the application by one or more of their designees as such holders may appoint in writing for such purpose. No application may be made by the shareholders voting in favor of the amendment.

Under Delaware law, amendment of the certificate of incorporation, which is the equivalent of a memorandum of association, of a company must be made by a resolution of the board of directors setting forth the amendment, declaring its advisability, and either calling a special meeting of the shareholders entitled to vote or directing that the proposed amendment be considered at the next annual meeting of the shareholders. Delaware law requires that, unless a greater percentage is provided for in the certificate of incorporation, a majority of the outstanding voting power of the corporation is required to approve the amendment of the certificate of incorporation at the shareholders' meeting. If the amendment would alter the number of authorized shares or par value or otherwise adversely affect the powers, preferences or special rights of any class of a company's stock, the holders of the issued and outstanding shares of such affected class, regardless of whether such holders are entitled to vote by the certificate of incorporation, are entitled to vote as a class upon the proposed amendment. However, the number of authorized shares of any class may be increased or decreased, to the extent not falling below the number of shares then outstanding, by the affirmative vote of the holders of a majority of the stock entitled to vote, if so provided in the company's original certificate of incorporation.

Amendment of Bye-laws

Our bye-laws provide that the bye-laws may only be amended upon a resolution approved by a majority of the board and a resolution approved by a majority of the shareholders of the company. In addition, no amendment to the bye-laws may be made which would materially, adversely and disproportionately affect the rights, obligations, powers or preferences of any class of common shares without similarly affecting the rights, obligations, powers or preferences of all other classes of common shares without the majority vote of the shares constituting such class so affected.

Under Delaware law, unless the certificate of incorporation or bylaws provide for a different vote, holders of a majority of the voting power of a corporation and, if so provided in the certificate of incorporation, the directors of the corporation have the power to adopt, amend and repeal the bylaws of a corporation.

Dissolution

Under Bermuda law, a solvent company may be wound up by way of a shareholders' voluntary liquidation. Prior to the company entering liquidation, a majority of the directors are each required to make a statutory declaration, which states that the directors have made a full inquiry into the affairs of the company and have formed the opinion that the company will be able to pay its debts within a period of 12 months of the commencement of the winding up and must file the statutory declaration with the Bermuda Registrar of Companies. The general meeting is required to be convened primarily for the purposes of passing a resolution that the company be wound up voluntarily and appointing a liquidator. The winding up of the company is deemed to commence at the time of the passing of the resolution.

Under Delaware law, a corporation may voluntarily dissolve (1) if a majority of the board of directors adopts a resolution to that effect and the holders of a majority of the issued and outstanding shares entitled to vote thereon vote for such dissolution; or (2) if all shareholders entitled to vote thereon consent in writing to such dissolution.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common shares. Future sales of substantial amounts of our Class A common shares in the public market, or the perception that such sales may occur, could adversely affect the prevailing market price of our Class A common shares and could impair our ability to raise capital through the sale of our equity securities. See “Risk Factors—Risks Relating to this Offering and an Investment in Our Class A Common Shares—There is currently no market for our Class A common shares, an active trading market may not develop or continue to be liquid and the market price of our common shares may be volatile.” No prediction can be made as to the effect, if any, future sales of shares, including as a result of the conversion of Class B common shares and Class M common shares into Class A common shares, or the availability of shares for future sales, will have on the market price of our Class A common shares prevailing from time to time.

Sale of Restricted Shares

Upon the closing of this offering, we will have outstanding an aggregate of approximately _____ Class A common shares (or _____ Class A common shares if the underwriters exercise their option to purchase additional shares in full) and approximately _____ Class B common shares, each of which is convertible at any time at the option of the holder, with notice to the company, into Class A common shares on a one to one basis. In addition, we will have outstanding an aggregate of approximately _____ Class M common shares as of the closing of this offering. Of these Class M common shares, _____ will have vested at or prior to the closing of this offering and approximately _____ will vest over the next four years. Class M common shares are convertible into Class A common shares under certain circumstances described under “Description of Share Capital—Common Shares—Class M Common Shares—Conversion to Class A Common Shares.”

Of the outstanding shares, the Class A common shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except that any shares of such class acquired by our affiliates, as that term is defined under Rule 144 of the Securities Act, may be sold only in compliance with the limitations described below. The remaining outstanding Class A common shares and all of our Class B common shares will be deemed restricted securities, as defined under Rule 144. Restricted securities may be sold in the public market only if registered or if they qualify for an exemption from registration, generally under Rules 144 or 701 under the Securities Act, which we summarize below. All of these shares will be subject to lock-up agreements described below.

Rule 144

In general, under Rule 144, beginning 90 days after the date of this prospectus, and subject to the lock-up agreements described below, a person who is not our affiliate and has not been our affiliate at any time during the preceding three months will be entitled to sell any Class A common shares that such person has beneficially owned for at least six months, including the holding period of any prior owner other than one of our affiliates, without regard to volume limitations subject only to the availability of current public information about us (which requirement will cease to apply after such person has beneficially owned such shares for at least 12 months).

Approximately _____ of our outstanding Class A common shares that are not subject to the lock-up agreements described below will be eligible for sale under Rule 144 immediately upon the closing of this offering.

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Without giving effect to any lock-up agreements, beginning 90 days after the date of this prospectus, our affiliates who have beneficially owned our Class A common shares for at least six months, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of Class A common shares then outstanding, which will equal approximately _____ shares immediately after this offering; and
- the average weekly trading volume in our Class A common shares on the NYSE during the four calendar weeks preceding the date of filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

In general, under Rule 701 as currently in effect, any of our employees, directors, officers, consultants or advisors who purchase shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is entitled to sell such shares 90 days after the effective date of this offering in reliance on Rule 144, in the case of affiliates, without having to comply with the holding period requirements of Rule 144 and, in the case of non-affiliates, without having to comply with the public information or holding period requirements of Rule 144. However, substantially all Rule 701 shares are subject to lock-up agreements as described below.

Stock Plans

We will file registration statements on Form S-8 under the Securities Act from time to time in order to register Class A common shares issuable or convertible from Class M common shares under our 2009, 2012 and 2014 Share Incentive Plans. Subject to lock-up agreements, these registration statements are expected to be filed as soon as practicable after the date of this prospectus. As a result, shares issued pursuant to such plan will be eligible for resale in the public market without restriction, subject to the Rule 144 limitations applicable to affiliates, and the lock-up period, as applicable, described above.

Registration Rights

In 2014, we completed a private placement of Class A and Class B common shares. In connection with such private placement, we entered into a Registration Rights Agreement with all holders of our Class A and Class B common shares (including all holders of any our capital stock convertible into the Class A common shares). Under the Registration Rights Agreement, after the expiration of the respective lock-up periods and subject to certain exceptions:

- holders of greater than 10% of our Class A common shares (and any Class A common shares issuable upon conversion of our other capital stock) are entitled to an unlimited number of demands that we file and have declared effective a registration statement registering the sale of the shares that they own; and
- holders of greater than 5% and less than 10% of our Class A common shares (and any Class A common shares issuable upon conversion of our other capital stock) are entitled to two demands that we file and have declared effective a registration statement registering the sale of the shares that they own.

Additionally, certain holders under the Registration Rights Agreement are entitled to “piggyback” registration rights exercisable at certain times that allow them to include their shares of our Class A common shares (and any Class A common shares issuable upon conversion of our other capital stock) that they own in any

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public offering of equity securities initiated by us for our own account or the account of others (other than those public offerings pursuant to registration statements on forms that do not permit registration for resale by them). These “piggyback” registration rights are not available with respect to any shares of our Class A common shares (and any Class A common shares issuable upon conversion of our other capital stock) held by such investors or purchasers which are eligible for resale pursuant to certain exemptions from registration under the Securities Act or that are the subject of a then-effective registration statement.

If all of the current holders of our common shares that currently have rights to cause us to register the offer and sale of their shares sell them after the expiration of the respective lock-up periods, the market price of our common shares could substantially decline.

Lock-Up Agreements

In the event that we determine to allow any of our shareholders to offer to sell Class A common shares in this initial public offering, we will make an offer to all existing shareholders (other than certain of executive officers, directors and shareholders) to participate as selling shareholders of a number of their Class A common shares in this offering. Such selling shareholders (if any), including the AAA Investor, who own Class B common shares may convert their Class B common shares into Class A common shares at any time and will need to do so to participate in this offering as further set forth in “Principal and Selling Shareholders—Selling Shareholders.” The Registration Rights Agreement provides that if the managing underwriter of this initial public offering advises us that it would be beneficial to the marketing (including pricing) of this initial public offering or the trading of our shares following this initial public offering, the managing underwriter may include in this offering all Class A common shares, or Class A common shares issuable on conversion or exchange of any Class B common shares, held by the AAA Investor prior to including in such offering any such shares held by other selling shareholders. If we sell shares held by the AAA Investor as part of this initial public offering, then the AAA Investor will receive cash for such sale and will distribute such cash in due course to its own shareholders. If, however, no shares held by the AAA Investor are sold by us as part of this initial public offering, then we expect the AAA Investor, upon the expiration of each lock-up period described below, to convert its released Class B common shares into Class A common shares and then distribute such Class A common shares to its own shareholders. Except with respect to certain significant holders of equity of the AAA Investor that are also our shareholders, holders of equity of the AAA Investor are generally not subject to a lock-up with respect to their interests in the AAA Investor.

Our directors, executive officers and shareholders holding 100% of our common shares at the time of our private placement in 2014 agreed that they will not sell any shares prior to the expiration of certain time periods after the date of this prospectus. “Lock-up” expiration periods applicable to existing holders end with respect to one-third of the shares owned by such holders at each of 225 days, 375 days and 450 days after the date of this prospectus, provided that certain of our shareholders, executive officers, directors and current and former employees representing approximately % and % of our common shares have agreed not to sell any shares for 450 days and two years, respectively, from the date of this prospectus. Approximately , , and of our common shares will be eligible for future sale at the expiration of such 225 day, 375 day, 450 day and two-year periods, respectively. These restrictions are subject to waiver by our board of directors, including in the event holders are permitted to sell their shares in follow-on registered offerings by us after the date of this initial public offering. As these lock-up periods end, the market price of our common shares could decline if the holders of those shares sell them or are perceived by the market as intending to sell them. Additionally, existing holders of our common shares have registration rights under the Registration Rights Agreement, subject to some conditions, which require us to file registration statements covering the sale of their shares or to include their shares in registration statements that we may file for ourselves or other shareholders in the future.

TAX CONSIDERATIONS

The following is a discussion of material Bermuda and U.S. federal income tax considerations that may be relevant to a prospective investor considering an investment in our Class A common shares in connection with this offering.

Bermuda Tax Considerations

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares. We have obtained an assurance from the Minister under the Exempted Undertakings Tax Protection Act 1966 that, in the event that any legislation is enacted in Bermuda imposing any tax computed on profits or income, or computed on any capital asset, gain or appreciation or any tax in the nature of estate duty or inheritance tax, such tax shall not, until March 31, 2035, be applicable to us or to any of our operations or to our shares, debentures or other obligations except insofar as such tax applies to persons ordinarily residing in Bermuda or is payable by us in respect of real property owned or leased by us in Bermuda.

U.S. Federal Income Tax Considerations

The following is a general discussion of the material U.S. federal income tax considerations relating to the ownership and disposition of our Class A common shares purchased in this offering. The statements of law or legal conclusions as to matters of U.S. federal income tax law included in this discussion are, subject to the limitations, qualifications and assumptions set forth below, the opinion of our counsel, Sidley Austin LLP. Statements herein regarding the beliefs, expectations and intentions of the company represent the view of management and do not represent the opinions of counsel. The discussion is based on the Code, U.S. Treasury regulations, judicial decisions, administrative pronouncements and the income tax treaty between the United States and Bermuda (the "Bermuda Treaty"), all as currently in effect. Such authorities are subject to change, possibly with retroactive effect. Any such change could result in U.S. federal income tax consequences that are materially different from those described below. Moreover, any change after this offering in any of the factual matters set forth in this prospectus or in the conduct, practices or activities of the company may affect the considerations discussed below. We are under no obligation to update the discussion to reflect future changes in law or changes in any of the foregoing factual matters that may later come to our attention.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to all prospective investors, some of which, such as dealers in securities, banks, thrifts or other financial institutions, insurance companies, regulated investment companies, tax-exempt organizations, U.S. expatriates, non-U.S. persons who are engaged in a trade or business in the United States, persons that hold our common shares as part of a straddle, conversion transaction or hedge, persons deemed to sell our common shares under the constructive sale provisions of the Code, investors that are subject to the alternative minimum tax, investors whose functional currency is not the U.S. dollar, investors that are treated as partnerships for U.S. federal income tax purposes, investors that are not the beneficial owners of our common shares, and investors that own, actually or under applicable constructive ownership rules, 10% or more of our common shares, may be subject to special rules. This discussion deals only with holders who purchase Class A common shares in connection with this offering and hold the Class A common shares as a capital asset (within the meaning of Section 1221 of the Code) and does not deal with investors that also own Class B or Class M common shares. If an entity treated as a partnership for U.S. federal income tax purposes holds our common shares, the U.S. federal income tax treatment of a partner of the partnership will depend on the status of the partner and the activities of the partnership. If you are a partner of a partnership holding common shares, you are urged to consult your tax adviser regarding the consequences to you of the partnership's ownership and disposition of our common shares.

This discussion does not address any U.S. federal tax laws other than U.S. federal income tax laws, any U.S. state or local tax laws or any non-U.S. tax laws. You are encouraged to consult your tax advisers concerning the

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overall tax consequences arising in your own particular situation under U.S. federal, state, local and non-U.S. laws from the ownership and disposition of our common shares. The conclusions expressed in the discussion below are not binding on the IRS or any court, and there is no assurance that the IRS or a court would not reach a contrary conclusion. No ruling has been or will be sought from the IRS regarding any matter discussed in this prospectus.

Taxation of AHL and ALRe

In general, a non-U.S. corporation is subject to U.S. federal income tax on its taxable income which is effectively connected with the conduct of a trade or business in the United States, including a branch profits tax based upon its after-tax effectively connected earnings and profits, with certain adjustments. We currently intend to limit our U.S. activities so that AHL and ALRe are not considered to be engaged in a U.S. trade or business. No definitive standards, however, are provided by the Code, U.S. Treasury regulations or court decisions regarding when a foreign corporation is engaged in the conduct of a U.S. trade or business. Because the law is unclear, and the determination is highly factual and must be made annually, there is no assurance that the IRS will not contend that one or both of AHL or ALRe is engaged in a U.S. trade or business. If AHL or ALRe were found to be so engaged, it would be subject to U.S. federal income tax at regular corporate rates (currently up to 35%) and a 30% branch profits tax, except as described below with respect to the Bermuda Treaty. A non-U.S. corporation is generally entitled to deductions and credits only if it timely files a U.S. federal income tax return. AHL and ALRe have in the past filed, and intend to continue to file, such returns on a protective basis for each tax year. U.S. federal income tax, if imposed, would be based on effectively connected income and computed in a manner generally analogous to that applied to the income of a U.S. corporation.

Bermuda Treaty Benefits

If ALRe is entitled to the benefits of the Bermuda Treaty for a given taxable year, it will not be subject to U.S. federal income tax on certain of its business profits for that year unless those business profits are attributable to a permanent establishment in the United States. ALRe currently intends to conduct its activities in such a manner as to avoid having a permanent establishment in the United States, but because the determination of whether a person has a permanent establishment in the United States is highly factual, and must be made annually, there can be no assurances that it will be successful in that regard.

An insurance enterprise resident in Bermuda whose shares are not traded on an exchange will be entitled to the benefits of the Bermuda Treaty only if (1) more than 50% of its shares are beneficially owned, directly or indirectly, by any combination of individual residents of the United States or Bermuda or U.S. citizens and (2) its income is not used in substantial part, directly or indirectly, to make certain disproportionate distributions to, or to meet certain liabilities of, persons who are neither residents of the United States or Bermuda nor U.S. citizens. It cannot be predicted whether ALRe will take the position in any particular year that it qualifies for the benefits of the Bermuda Treaty because it cannot be predicted whether its direct or indirect ownership will satisfy the requirements described above.

Net Investment Income

Non-U.S. insurance companies carrying on an insurance business within the United States are treated under the Code as having a certain minimum amount of effectively connected net investment income, determined in accordance with a formula that depends, in part, on the amount of U.S. risk insured or reinsured by such companies. If, contrary to the company's intention, ALRe is considered to be engaged in the conduct of an insurance business in the United States and is not entitled to the benefits of the Bermuda Treaty, a significant portion of ALRe's investment income could be subject to U.S. federal income tax. In addition, while the Bermuda Treaty clearly applies to premium income, it is uncertain whether it applies to other income such as investment income. Because the law is not clear, there is no assurance that if ALRe is considered to be engaged in the conduct of an insurance business in the United States, a significant portion of ALRe's investment income would not be subject to U.S. federal income tax (including branch profits tax), even if ALRe is entitled to the benefits of the Bermuda Treaty.

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Withholding Tax

Non-U.S. corporations not engaged in a trade or business in the United States generally are subject to a 30% U.S. federal income tax (imposed on a gross basis and generally collected by withholding) on certain “fixed or determinable annual or periodical gains, profits and income” from sources within the United States. Such income includes certain distributions from U.S. corporations and certain interest on investments but does not include insurance premiums paid with respect to a contract that is subject to the excise tax described below. Because, as discussed above, it is uncertain whether the Bermuda Treaty applies to investment income, it is unclear whether the Bermuda Treaty would provide any relief from this tax, even if ALRe is entitled to the benefits of the Bermuda Treaty. If any of AHL’s U.S. subsidiaries makes a distribution to AHL, the distribution will be treated as a dividend to which the 30% withholding tax will apply to the extent the distribution is paid out of the subsidiary’s current or accumulated earnings and profits, as determined for U.S. federal income tax purposes.

Excise Tax

The United States imposes an excise tax on insurance and reinsurance premiums paid to non-U.S. insurers or reinsurers with respect to risks located in the United States. The applicable tax rates are 1% for life insurance and annuity contract premiums and 1% for reinsurance premiums. The Bermuda Treaty does not provide any relief from this excise tax. The person who pays the premium to the non-U.S. insurer or reinsurer is customarily responsible for the excise tax. If, however, the tax is not paid by the purchaser of the insurance or reinsurance, the non-U.S. insurer may be held liable for the tax. Accordingly, if our non-U.S. subsidiaries reinsure U.S. risks written by third-party insurance companies, and such insurance companies were not to pay this excise tax, we could be held liable for it.

Taxation of U.S. Holders

For purposes of this discussion, you are a “U.S. holder” if, for U.S. federal income tax purposes, you are treated as a beneficial owner of our Class A common shares and you are:

- a citizen or resident of the United States;
- a corporation created or organized in or under the law of the United States or any state thereof (including the District of Columbia);
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) the trust has in effect a valid election under applicable U.S. Treasury regulations to be treated as a U.S. person.

Distributions on Our Class A Common Shares

We do not currently make distributions on any of our common shares and we currently intend to retain all available funds and any future earnings for use in the operation of our business. See “Dividend Policy.” Subject to the discussions below relating to the potential application of the CFC, RPII and PFIC provisions, distributions on our Class A common shares will constitute dividends for U.S. federal income tax purposes to the extent paid out of AHL’s current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. To the extent that distributions on Class A common shares exceed AHL’s earnings and profits, the distributions will be treated as a tax-free return of capital that will reduce, but not below zero, your tax basis in the Class A common shares and thereafter as capital gain from the sale or exchange of the Class A common shares (discussed below). AHL’s earnings and profits generally will not include the earnings and profits of its subsidiaries until such amounts are distributed to AHL.

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Dividends paid with respect to our Class A common shares will generally be treated as “passive category income” for purposes of computing allowable foreign tax credits for U.S. foreign tax credit purposes. Further, any such dividends generally will not be eligible for the dividends received deduction for corporate shareholders.

Dividends paid with respect to the Class A common shares to a U.S. holder that is treated for U.S. federal income tax purposes as an individual, a trust or an estate (a “non-corporate U.S. holder”) will be treated as “qualified dividend income” taxed at the preferential rates applicable to long-term capital gain if (i) the Class A common shares are readily tradable on an established securities market in the United States (such as the NYSE, on which we expect the Class A common shares to be traded), (ii) AHL is not a PFIC for the taxable year during which the dividend is paid and AHL was not a PFIC for the immediately preceding taxable year (see discussion below), (iii) the U.S. holder owns the Class A common shares for more than 60 days in the 121-day period beginning 60 days before the date on which the common shares become ex-dividend (and does not enter into certain risk-limiting transactions with respect to the common shares), (iv) the U.S. holder is not under an obligation to make related payments with respect to positions in substantially similar or related property, and (v) the U.S. holder does not take the dividends into account as investment income for purposes of deducting investment interest. Dividends you receive from AHL that are not treated as “qualified dividend income” will be taxed at ordinary income rates.

Special rules may apply to any “extraordinary dividend.” Generally, a dividend with respect to a Class A common share will be an extraordinary dividend if the amount of such dividend equals or exceeds 10% of your adjusted tax basis (or fair market value in certain circumstances) in such Class A common share (subject to certain aggregation rules). In addition, extraordinary dividends include dividends received within a one-year period that, in the aggregate, equal or exceed 20% of your adjusted tax basis (or fair market value). If you receive an extraordinary dividend on a Class A common share that is treated as qualified dividend income and you are a non-corporate U.S. holder, then any loss recognized by you from a subsequent sale or exchange of such Class A common share will be treated as a long-term capital loss to the extent of such dividend.

Dividends paid with respect to our Class A common shares to a non-corporate U.S. holder may also be subject to an additional 3.8% tax on net investment income, described below.

CFC Provisions

Each of AHL, ALRe and the German Group Companies will be considered a CFC if, on any day of its taxable year, “10% U.S. Shareholders” (as defined below) own (directly, indirectly through non-U.S. entities or constructively through the application of certain constructive ownership rules (“constructively”)) more than 50% of the total combined voting power of all classes of its voting stock or more than 50% of the total value of all of its stock. For purposes of taking into account certain insurance income, however, ALRe and each German Group Company will be a CFC if more than 25% of the total combined voting power of all classes of its voting shares or more than 25% of the total value of all of its shares are owned by 10% U.S. Shareholders. Except as discussed below with respect to RPII, a U.S. holder that is not a 10% U.S. Shareholder is not expected to experience adverse U.S. federal income tax consequences under the CFC provisions regardless of whether any of AHL, ALRe, or the German Group Companies is treated as a CFC.

A “10% U.S. Shareholder” of an entity treated as a foreign corporation for U.S. federal income tax purposes is a U.S. person who owns (directly, indirectly through non-U.S. entities or constructively) 10% or more of the total combined voting power of all classes of voting shares of the corporation. Because of the provisions in AHL’s organizational documents relating to voting in AHL and AHL’s non-U.S. subsidiaries (see “Description of Share Capital—Common Shares—Voting Rights” for a discussion regarding these provisions), among other factors (including the expected ownership of AHL’s common shares following this offering), a U.S. person that acquires Class A common shares in this offering is not expected to thereby become a 10% U.S. Shareholder of AHL, ALRe or any German Group Company. However, because the attribution rules contained in the Code are

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complex and there is no definitive legal authority on whether the voting provisions included in AHL's organizational documents are effective for purposes of the CFC provisions, there can be no assurance that this will be the case.

If AHL, ALRe or a German Group Company is a CFC for an uninterrupted period of 30 days or more during a taxable year, any 10% U.S. Shareholder of AHL, ALRe or such German Group Company, respectively, who owns Class A common shares directly, or indirectly through non-U.S. entities, on the last day in AHL's, ALRe's or such German Group Company's (as applicable) taxable year on which it is a CFC must include in its gross income for U.S. federal income tax purposes its pro rata share (based on direct or indirect ownership of value) of AHL's, ALRe's or such German Group Company's (as applicable) "subpart F income," even if the subpart F income is not distributed. "Subpart F income" of a CFC typically includes, among other items, passive income such as interest and dividends as well as certain insurance and reinsurance income (including underwriting and investment income). The subpart F income of a CFC for any taxable year is limited to the CFC's earnings and profits for the taxable year. The earnings and profits of a foreign corporation attributable to amounts which are, or have been, included in the gross income of a 10% U.S. Shareholder pursuant to the CFC provisions will not, when subsequently distributed to such 10% U.S. Shareholder (or, if certain requirements are met, other U.S. persons) directly or indirectly through a chain of non-U.S. entities be again included in the gross income of such 10% U.S. Shareholder (or other U.S. person).

If AHL, ALRe or a German Group Company is a CFC, the rules relating to PFICs generally would not apply to a 10% U.S. Shareholder of AHL, ALRe or such German Group Company, respectively.

Related Person Insurance Income – Special rules apply with respect to a CFC that earns RPII. For purposes of taking into account RPII, an entity treated as a foreign corporation for U.S. federal income tax purposes will be considered a CFC (a "RPII CFC") if, on any day of its taxable year, U.S. persons who own (directly or indirectly through non-U.S. entities) any of its stock (each such person, a "RPII Shareholder") own (directly, indirectly through non-U.S. entities or constructively) 25% or more of the total combined voting power of all classes of its voting stock or 25% or more of the total value of all of its stock.

The RPII of a RPII CFC is certain insurance and reinsurance income (including underwriting and investment income) attributable to a policy of insurance or reinsurance with respect to which the person (directly or indirectly) insured is a "RPII Shareholder" or a "related person" to a RPII Shareholder. Generally, a person is a related person to a RPII Shareholder if the person controls or is controlled by the RPII Shareholder, or if the person is controlled by the same person or persons who control the RPII Shareholder. Control is defined for these purposes as direct or indirect ownership of more than 50% of the value or voting power of the stock of a person treated as a corporation for U.S. federal income tax purposes or more than 50% of the value of the beneficial interests in a person treated as a partnership, trust, or estate for U.S. federal income tax purposes. Certain attribution rules apply for purposes of determining control.

As a general matter, although we have identified a small number of our RPII Shareholders that have purchased policies from one of our U.S. subsidiaries, we do not believe that ALRe or any German Group Company earns more than a *de minimis* amount of RPII from insuring risks of RPII Shareholders. In order to strengthen our protection against ALRe or any German Group Company recognizing RPII from insuring risks of persons related to RPII Shareholders, existing voting restrictions on our common shares set forth in our bye-laws are generally intended to prevent the Apollo Group or their affiliates from being treated as owning (directly, indirectly or constructively) more than 45% of the total voting power of our common shares. These restrictions have the effect of reducing the likelihood that any of our subsidiaries would be treated as related to any member of the Apollo Group (or their affiliates) for RPII purposes. Under our bye-laws, any member of the Apollo Group has the right to designate any newly acquired Class A common shares as having the right to vote. If a member of the Apollo Group were to exercise such right, our subsidiaries may be treated as "related" to a member of the Apollo Group (or one of their affiliates) for these purposes. In such case, substantially all of ALRe's income might constitute RPII, triggering the adverse RPII consequences to all U.S. persons that hold AHL's common shares directly or indirectly through non-U.S. entities, as described below.

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RPII Exceptions – The RPII rules will not apply with respect to ALRe or a German Group Company for a taxable year if (1) at all times during its taxable year less than 20% of the total combined voting power of all classes of ALRe’s or such German Group Company’s (as applicable) voting stock and less than 20% of the total value of all of its stock is owned (directly or indirectly) by persons who are (directly or indirectly) insured under any policy of insurance or reinsurance issued by ALRe or such German Group Company, respectively, or who are related persons to any such person or (2) its RPII (determined on a gross basis) is less than 20% of its insurance income (as so determined) for the taxable year, determined with certain adjustments. It is expected that one or both of these exceptions will apply to ALRe and each German Group Company, but because AHL cannot be certain of its future ownership or its ability to obtain information about its shareholders to manage such ownership to ensure that it qualifies for one or both of these exceptions, there can be no assurance in this regard.

Apportionment of RPII to RPII Shareholders – If ALRe or a German Group Company does not qualify for either of the exceptions described above for a taxable year and ALRe or such German Group Company (as applicable) was a RPII CFC for an uninterrupted period of 30 days or more during that taxable year, then a RPII Shareholder that owns, directly or indirectly through non-U.S. entities, any of the Class A common shares on the last day of that taxable year will be required to include in gross income the RPII Shareholder’s pro rata share of ALRe’s or such German Group Company’s (as applicable) RPII for the entire taxable year, whether or not distributed, even if that RPII Shareholder did not own the Class A common shares throughout the period. The RPII Shareholder’s share of the RPII for the taxable year will be determined as if all RPII were distributed proportionately only to RPII Shareholders at that date, but limited by each such RPII Shareholder’s share of ALRe’s or such German Group Company’s (as applicable) current year earnings and profits as reduced by the RPII Shareholder’s share, if any, of certain prior-year deficits in earnings and profits. The RPII Shareholder may exclude from income the amount of any distributions by AHL of earnings and profits attributable to amounts which are, or have been, included in the gross income of the RPII Shareholder. A RPII Shareholder will not be able to exclude from income the amount of any distributions by AHL of earnings and profits attributable to RPII amounts which have been included in the gross income of any previous RPII Shareholders of the Class A common shares owned, directly or indirectly through non-U.S. entities, by such RPII Shareholder if the RPII Shareholder is unable to identify the previous RPII Shareholders and demonstrate the amount of RPII that had previously been included in the gross income of the previous RPII Shareholders.

A RPII Shareholder who owns (directly or indirectly) our Class A common shares during ALRe’s or a German Group Company’s taxable year but not on the last day of the taxable year is not required to include in gross income any part of ALRe’s or such German Group Company’s (as applicable) RPII for that taxable year.

Computation of RPII – For any year in which the RPII rules apply with respect to ALRe or a German Group Company, we may seek information from our shareholders as to whether direct or indirect owners of our shares at the end of the year are RPII Shareholders so that the RPII may be determined and apportioned among such persons. We are not under any obligation to do so or to report any RPII to our RPII Shareholders. To the extent we are unable to determine whether a direct or indirect owner of our shares is a RPII Shareholder, we may assume that such owner is not a RPII Shareholder, thereby increasing the per-share RPII amount for all known RPII Shareholders. Calculating the amount of RPII AHL may receive, and determining whether AHL is eligible for the RPII exceptions, requires information about AHL’s shareholders and insureds that AHL may not have. Therefore, there can be no assurance that AHL will be able to determine the availability of the RPII exceptions and the amount of insurance income that is RPII.

Uncertainty as to the Application of the RPII Provisions – The meaning of various RPII provisions and the application of those provisions to ALRe and the German Group Companies is uncertain. Regulations interpreting the RPII provisions exist only in proposed form, and it is uncertain whether those regulations will be adopted in their proposed form (or at all) or whether changes or clarifications might be made to them. It is also uncertain whether any such changes or any interpretation or application of the RPII provisions by the IRS or the courts might have retroactive effect. In addition, there can be no assurance that the amount of RPII or the amounts of the RPII inclusions for any particular RPII Shareholder, if any, will not be subject to adjustment

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based upon subsequent IRS examination. Prospective investors are urged to consult their tax advisers regarding the effects of these uncertainties and the application of the RPII provisions to them.

Basis Adjustments – A U.S. holder’s tax basis in the Class A common shares will be increased by the amount of any of AHL’s, ALRe’s or any German Group Company’s subpart F income (including any RPII) that such U.S. holder includes in income under the CFC and RPII rules. A U.S. holder’s tax basis in the Class A common shares will be reduced by the amount of any distributions on the Class A common shares of previously taxed income that is excluded from the U.S. holder’s gross income. If such distributions exceed the U.S. holder’s tax basis in the Class A common shares, the excess will be treated as gain from the sale or exchange of our Class A common shares (see discussion below).

Tax-Exempt U.S. Holders – If a U.S. holder that is a tax-exempt organization is required to include any of ALRe’s or any German Group Company’s insurance income (including RPII) in its gross income under the CFC rules, such income will be unrelated business taxable income, which is subject to tax. Prospective investors that are tax-exempt organizations are urged to consult their tax advisers as to the potential impact of the unrelated business taxable income provisions of the Code on an investment in our Class A common shares. A tax-exempt organization that is treated as a 10% U.S. Shareholder or a RPII Shareholder also must file IRS Form 5471, as described below.

Dispositions of Class A Common Shares

Subject to the discussions below relating to the potential application of Section 1248 of the Code and the PFIC rules, U.S. holders will recognize capital gain or loss on the sale or other taxable disposition of our Class A common shares. If the holding period for the Class A common shares sold or otherwise disposed of exceeds one year, any gain recognized by a non-corporate U.S. holder will be subject to tax at a maximum U.S. federal income tax rate of 20% and may also be subject to an additional 3.8% tax imposed on certain net investment income, as discussed below. With certain exceptions, any gain will be U.S. source gain and generally will be passive category income for foreign tax credit limitation purposes. The deductibility of capital losses is subject to limitations.

Under Section 1248 of the Code, if a U.S. holder sells or exchanges Class A common shares and the U.S. holder owned (directly, indirectly through non-U.S. entities or constructively) 10% or more of the total combined voting power of the voting stock of AHL when AHL was a CFC at any time during the 5-year period ending on the date of the sale or exchange, then any gain recognized on the sale or exchange of the stock will be treated as a dividend to the extent of AHL’s earnings and profits (determined under U.S. federal income tax principles) attributable to the stock accumulated during the period that the U.S. holder held stock of AHL while AHL was a CFC (with certain adjustments). Because of the provisions in AHL’s organizational documents that limit voting power in AHL (see “Description of Share Capital—Common Shares—Voting Rights” for a discussion regarding these provisions), among other factors (including the expected ownership of our common shares following this offering), a U.S. holder that acquires Class A common shares in this offering is not expected to be treated as owning (directly, indirectly through non-U.S. entities or constructively) 10% or more of the total combined voting power of the voting stock of AHL and, consequently, subject to the discussion of RPII below, Section 1248 of the Code is not expected to apply to any sales or exchanges of our Class A common shares. However, because of the complexity of the attribution rules contained in the Code and the uncertainty of the effectiveness of the voting provisions in our organizational documents, there can be no assurance that this will be the case.

Section 953(c)(7) of the Code provides that the rules of Section 1248 of the Code will also apply to the sale or exchange of shares in a non-U.S. corporation by a U.S. person (regardless of whether the person is a 10% U.S. Shareholder) if the non-U.S. corporation would be taxed under the provisions of the Code applicable to U.S. insurance companies if it were a U.S. corporation and the non-U.S. corporation is (or would be but for certain exceptions) treated as a RPII CFC. If Section 1248 applies under such circumstances, gain on the disposition of shares in the non-U.S. corporation may be recharacterized as a dividend to the extent of the U.S. person’s share of the corporation’s undistributed earnings and profits that were accumulated during the period that the U.S. person owned the shares (possibly whether or not those earnings and profits are attributable to RPII).

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AHL does not directly engage in an insurance or reinsurance business, but ALRe and the German Group Companies do. Existing proposed regulations do not address whether the provisions of Section 953(c)(7) of the Code may apply with respect to the sale of stock in a non-U.S. corporation that is not a RPII CFC but has a non-U.S. subsidiary that is a RPII CFC and that would be taxed under the provisions of the Code applicable to U.S. insurance companies if it were a U.S. corporation. In the absence of legal authority to the contrary, there is a strong argument that this specific rule should not apply to a disposition of Class A common shares because AHL is not itself directly engaged in the insurance business. However, there is no assurance that the IRS will not successfully assert that Section 953(c)(7) applies in such circumstances and thus may apply to the sale or exchange by a U.S. holder of our Class A common shares. Prospective investors are urged to consult their tax advisers regarding the effects of these rules on a disposition of our Class A common shares.

PFIC Provisions

In general, a non-U.S. corporation will be a PFIC during a taxable year if (1) 75% or more of its gross income constitutes passive income or (2) 50% or more of its assets produce, or are held for the production of, passive income. For these purposes, passive income includes interest, dividends and other investment income, with certain exceptions. Income derived in the active conduct of an insurance business by a corporation that is predominantly engaged in an insurance business, however, is not treated as passive income provided that the corporation does not maintain financial reserves in excess of the reasonable needs of its insurance business. The PFIC provisions also contain a look-through rule under which a non-U.S. corporation will be treated as if it received directly its proportionate share of the income, and held its proportionate share of the assets, of another corporation if it owns at least 25% of the value of the stock of such other corporation. We currently expect that, for purposes of the PFIC rules, each of ALRe and the German Group Companies will be predominantly engaged in the active conduct of an insurance business and will not, after giving effect to the initial public offering, have financial reserves in excess of the reasonable needs of its insurance business in each year of operations. Accordingly, the current expectation is that none of the income or assets of ALRe or any of the German Group Companies will be treated as passive and that each of ALRe and the German Group Companies will not be treated as a PFIC for the current year or in the foreseeable future. Similarly, the current expectation is that no material amount of the income and assets of each of AHL's other subsidiaries will be treated as passive income or assets that produce, or are held for the production of, passive income. Therefore, under the look-through rule, we currently expect that AHL will not be treated as a PFIC for the current year or the foreseeable future. There is no assurance, however, that AHL and ALRe will not be deemed to be PFICs by the IRS. No final or temporary regulations currently exist regarding the application of the PFIC provisions to an insurance company. Proposed regulations have recently been issued, which will not be effective until adopted in final form. At this time it is unclear whether and how such regulations would affect the characterization of AHL and its subsidiaries. Additionally, legislation has been introduced in Congress that, if enacted, would characterize a non-U.S. insurance company with insurance liabilities of 25% or less of such company's assets as a PFIC unless it can qualify for a temporary exception based on both an asset test and a facts and circumstances test. No prediction can be made as to what effect, if any, any new guidance or legislation would have on an investor that is subject to U.S. federal income taxation. As a result of these uncertainties in the present and future application of the PFIC rules to AHL and its subsidiaries, there can be no assurance that the IRS will not assert that AHL or any of its subsidiaries is a PFIC or that a court will not sustain such an assertion.

If AHL is characterized as a PFIC for a taxable year, a U.S. holder that receives an "excess distribution" on our Class A common shares or recognizes a gain on the disposition of our Class A common shares generally will determine its U.S. federal income tax on such amounts by (1) allocating the excess distribution or gain ratably to each day in the U.S. holder's holding period for the Class A common shares, (2) including in gross income as ordinary income for the current year the amounts allocated to the current year or to years before AHL became a PFIC, and (3) increasing the current year's tax by the "deferred tax amount," which is determined by multiplying the amounts allocated to each of the other taxable years by the highest rate of tax in effect for such taxable year (for the applicable class of taxpayers) to calculate the increases in taxes for each prior year, calculating an interest charge (at the rate applicable to underpayments of U.S. federal income tax for the relevant period) for the

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deemed deferral of such taxes from each prior year to the current year, and combining such increases in taxes and interest charges. In addition, a U.S. holder would be treated as owning a proportionate amount of any shares AHL owns, directly or indirectly by application of certain attribution rules, in other PFICs (including ALRe or the German Group Companies, if they are PFICs) and would be subject to the PFIC rules on a separate basis with respect to its indirect interests in any such PFICs. In general, a U.S. person that owns shares in a PFIC is treated as receiving an “excess distribution” from the PFIC if the distributions received by the U.S. person with respect to such shares in a taxable year exceed 125% of the average annual distributions received by the U.S. person in the three preceding taxable years (or, if shorter, the U.S. person’s holding period for the shares).

If AHL is a PFIC, a U.S. holder may be able to mitigate the negative tax consequences described above if the U.S. holder makes a “qualified electing fund” election or “mark-to-market” election with respect to the Class A common shares. However, such an election may itself have negative tax consequences to a U.S. holder. Further, we do not expect to provide the information necessary for U.S. holders to make “qualified electing fund” elections, and a “mark-to-market” election may not mitigate any negative tax consequences with respect to PFICs directly or indirectly owned by AHL. U.S. holders should consult with their tax advisers regarding the availability and advisability of such elections (including a retroactive qualified electing fund election). As described above, if AHL were a PFIC for any taxable year and any of its non-U.S. subsidiaries were also a PFIC, a U.S. holder of Class A common shares would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. A U.S. holder would not be able to make a mark-to-market election with respect to stock of any lower-tier PFIC. In addition, a U.S. holder may be required to comply with other reporting requirements, regardless of the number of shares held, and whether or not a “qualified electing fund” or “mark-to-market” election is made.

U.S. holders are urged to consult their own tax advisers about the application of the PFIC rules, the advisability and availability of any elections (including a retroactive qualified electing fund election), and the additional reporting requirements described above.

Foreign Tax Credits

In the event that U.S. persons own (directly, indirectly through non-U.S. entities or constructively) 50% or more of the total combined voting power of all classes of our voting common shares or 50% or more of the total value of AHL’s common shares, only a portion of the current income inclusions, if any, under the CFC, RPII and PFIC provisions and of any dividends paid by AHL (including any gain from the sale or other taxable disposition of common shares that is treated as a dividend under Code Section 1248) will be treated as non-U.S. source income for purposes of computing a U.S. holder’s U.S. foreign tax credit limitation. It is likely that the “subpart F income,” RPII and dividends that are non-U.S. source income will constitute passive category income for foreign tax credit limitation purposes. Thus, shareholders might not be able to utilize any excess foreign tax credits from other sources to reduce U.S. tax on such income.

Net Investment Income Tax

A 3.8% tax is imposed on all or a portion of the net investment income of certain individuals with modified adjusted gross income of over \$200,000 (\$250,000 in the case of joint filers) and the undistributed net investment income of certain estates and trusts. For these purposes, “net investment income” will include a U.S. holder’s share of dividends and gain on the sale or other taxable disposition of Class A common shares. Unless a U.S. holder elects otherwise or holds Class A common shares in connection with certain trades or businesses, the CFC and PFIC provisions generally will not apply for purposes of determining a U.S. holder’s net investment income.

Reporting Requirements for U.S. Holders

Form 926 – A U.S. holder who transfers cash to AHL in exchange for Class A common shares may be required to file Form 926 (Return by a U.S. Transferor of Property to a Foreign Corporation) with the IRS if

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(1) immediately after the transfer, such U.S. holder holds, directly or indirectly, at least 10% of the total voting power or the total value of AHL, or (2) the amount of cash transferred by such U.S. holder (or certain related persons) during the 12-month period ending on the date of the transfer exceeds \$100,000.

Form 5471 – A U.S. holder who is a 10% U.S. Shareholder or RPII Shareholder of AHL, ALRe or a German Group Company will be required to file Form 5471 (Information Return of U.S. Persons with Respect to Certain Foreign Corporations) with the IRS for one or more taxable years with respect to AHL, ALRe or such German Group Company, as applicable. This information return requires certain disclosures concerning the filing shareholder, other 10% U.S. Shareholders and AHL, ALRe or such German Group Company, as applicable.

Form 8621 – A U.S. person that is a shareholder of a PFIC is required to file Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund) with the IRS. If AHL is a PFIC in any year, U.S. holders may be required to file Forms 8621 with the IRS with respect to AHL and any PFICs owned by AHL, directly or indirectly by application of certain attribution rules.

Form 8938 – U.S. holders who are individuals may be required to file Form 8938 (Statement of Specified Foreign Financial Assets) with the IRS. A U.S. holder that is formed or availed of for purposes of holding, directly or indirectly, specified foreign financial assets may also be required to file this form.

Potential investors are urged to consult their tax advisers for advice regarding reporting on Forms 926, 5471, 8621 and 8938 and any other reporting requirements that may apply to their acquisition, ownership or disposition of our common shares. AHL is not obligated to provide U.S. holders with the information necessary to satisfy such reporting requirements. Failure to properly file such forms, if required, may result in the imposition of substantial penalties and an extension of the statute of limitations for the assessment of any U.S. federal income tax with respect to any tax return, event or period to which the information required to be reported on such forms relates.

Taxation of Non-U.S. Holders

For purposes of this discussion, you are a “Non-U.S. holder” if you are a beneficial owner of our Class A common shares, you are not a U.S. holder and you are not treated as a partnership for U.S. federal income tax purposes.

Distributions on Our Class A Common Shares

If AHL makes distributions on the Class A common shares, the distributions will be dividends for U.S. federal income tax purposes to the extent paid out of AHL’s current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. Subject to the discussion below regarding FATCA, dividends on Class A common shares will not be subject to U.S. federal income tax unless the dividends are effectively connected with the Non-U.S. holder’s conduct of a U.S. trade or business (and, if an income tax treaty applies, the dividends are attributable to a U.S. permanent establishment or fixed base maintained by such Non-U.S. holder in the United States).

To the extent distributions exceed AHL’s current and accumulated earnings and profits, they will constitute a return of capital that will first reduce a Non-U.S. holder’s basis in the Class A common shares, but not below zero, and then will be treated as gain from the sale or exchange of the Class A common shares (discussed below).

Dispositions of Our Class A Common Shares

A Non-U.S. holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other taxable disposition of our Class A common shares unless (1) such gain is effectively connected with the Non-U.S. holder’s conduct of a U.S. trade or business (and, if an income tax treaty applies, the gain is attributable to a

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U.S. permanent establishment or fixed base maintained by such Non-U.S. holder in the United States) or (2) the Non-U.S. holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which such sale or other taxable disposition occurs and certain other conditions are met.

Gain described in clause (1) immediately above will be subject to U.S. federal income tax in the manner described below under “Effectively Connected Income.” During each taxable year, a Non-U.S. holder described in clause (2) immediately above will be subject to tax at a 30% rate (or such lower rate specified by an applicable income tax treaty) on the net gain derived from the sale or other taxable disposition, which may be offset by capital losses of the Non-U.S. holder during the taxable year allocated to U.S. sources.

Effectively Connected Income

Any dividend with respect to, or gain recognized upon the sale or other taxable disposition of, Class A common shares that is effectively connected with a trade or business carried on by a Non-U.S. holder within the United States (and, if an income tax treaty applies, is attributable to a permanent establishment or fixed base maintained by such Non-U.S. holder in the United States) will be subject to U.S. federal income tax, based on the Non-U.S. holder’s net effectively connected income, generally in the same manner as if the Non-U.S. holder were a U.S. person for U.S. federal income tax purposes. If a dividend or gain is effectively connected with a U.S. trade or business of a Non-U.S. holder that is a corporation for U.S. federal income tax purposes, such corporate Non-U.S. holder may also be subject to a “branch profits tax” at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty), subject to certain adjustments. Non-U.S. holders should consult their tax advisers regarding any applicable tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Information returns may be filed with the IRS in connection with distributions on Class A common shares and the proceeds from a sale or other disposition of Class A common shares unless a shareholder establishes an exemption. A U.S. holder that does not establish such an exemption may be subject to U.S. backup withholding tax on such payments if the shareholder fails to provide its taxpayer identification number on IRS Form W-9 or otherwise comply with the backup withholding rules. A Non-U.S. holder may be required to provide a certification on an applicable IRS Form W-8 to establish an exemption from such information reporting and backup withholding. The amount of any backup withholding from a payment to a U.S. holder or Non-U.S. holder will be allowed as a credit against the U.S. holder’s or Non-U.S. holder’s U.S. federal income tax liability and may entitle the U.S. holder or Non-U.S. holder to a refund provided that the required information is timely furnished to the IRS.

Proposed U.S. Tax Legislation

The tax treatment of non-U.S. companies and their U.S. and non-U.S. subsidiaries has been the subject of Congressional discussion and legislative proposals. Over the past several years, legislative proposals relating to the tax treatment of non-U.S. companies have been introduced that could, if enacted, materially affect AHL. One legislative proposal would cause certain entities otherwise treated as non-U.S. corporations to be treated as U.S. corporations for U.S. federal income tax purposes if the “management and control” of such corporations occurs, directly or indirectly, primarily within the United States. Another legislative proposal, which was included in the President’s 2017 proposed budget, would, if enacted in legislation, deny an insurance company a deduction for reinsurance premiums and other amounts paid to an affiliated foreign reinsurance company to the extent that the foreign reinsurer (or its parent company) is not subject to U.S. federal income tax with respect to the premiums received. Additionally, legislation has been introduced in Congress that, if enacted, would characterize a non-U.S. insurance company with insurance liabilities of 25% or less of such company’s assets as a PFIC unless it can qualify for a temporary exception based on both an asset test and a facts and circumstances test. No

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prediction can be made as to whether proposed legislation will be enacted or, if enacted, what the specific provisions or the effective date of any such legislation would be, or whether it would have any effect on AHL. It is also possible that other legislative proposals could emerge in the future that could also have an adverse impact on AHL.

Possible Changes in U.S. Tax Law

The U.S. federal income tax laws and interpretations, including those regarding whether a company is engaged in a U.S. trade or business (or has a U.S. permanent establishment) or is a PFIC, or whether U.S. persons would be required to include in their gross income the “subpart F income” or RPII of a CFC, are subject to change, possibly on a retroactive basis. Proposed PFIC regulations have recently been issued, which will not be effective until adopted in final form. At this time it is unclear whether and how such regulations would affect the characterization of AHL and its subsidiaries. Furthermore, new regulations or pronouncements interpreting or clarifying the PFIC, RPII or other rules may be forthcoming. No prediction can be made as to what effect, if any, any new guidance would have on an investor that is subject to U.S. federal income taxation.

FATCA Withholding

The U.S. tax provisions commonly known as FATCA impose a 30% withholding tax on certain payments of U.S. source income and certain payments of proceeds from the sale or other disposition after December 31, 2018 of property of a type which can produce U.S. source interest or dividends, in each case to (1) a “foreign financial institution” (as defined in Section 1471(d)(4) of the Code and the U.S. Treasury regulations promulgated thereunder), unless the foreign financial institution enters into an agreement with the IRS to, among other things, collect and disclose to the IRS certain information regarding its U.S. accounts or meets an applicable exception, and (2) a “non-financial foreign entity” (as defined in Section 1472(d) of the Code and the U.S. Treasury regulations promulgated thereunder), unless the entity provides the payor with certain information regarding certain direct and indirect U.S. owners of the entity, certifies that it has no such U.S. owners or meets an applicable exception. The withholding tax also applies to certain “foreign passthru payments” made by foreign financial institutions after December 31, 2018. The IRS has issued regulations that provide for the phased implementation of the FATCA withholding requirements.

The U.S. government has signed the Bermuda IGA and the German IGA. Under the Bermuda IGA and German IGA, Bermuda and German financial institutions (other than certain non-reporting financial institutions) are required to register with the IRS and comply with certain due diligence, reporting, withholding and other requirements in order to avoid the imposition of withholding under FATCA on payments made to them. AHL, ALRe and the German Group Companies intend to comply with the obligations imposed on them under FATCA, the Bermuda IGA and the German IGA to avoid withholding under FATCA on payments made to them.

AHL is a foreign financial institution for purposes of FATCA. To avoid any withholding under FATCA, AHL may be required to report the identity of, and certain other information regarding, certain U.S. persons that directly or indirectly own Class A common shares or exercise control over shareholders to counterparties or governmental authorities, including the IRS or Bermuda government. AHL may also be required to withhold on payments and/or take other actions with respect to holders of our common shares who do not provide AHL with certain information or documentation required to fully comply with FATCA. However, our shareholders who acquire Class A common shares issued in this offering are not expected to be subject to such requirements pursuant to an exception for equity interests that are regularly traded on an established securities market, provided that the shareholder (and any intermediaries through which the shareholder holds its shares) is not a foreign financial institution that is treated as a “nonparticipating FFI” under FATCA. However, because the scope of such exception is not entirely clear and its availability will depend upon future trading activity with respect to the Class A common shares, no assurance can be provided in this regard. AHL may become subject to withholding tax or penalties if AHL is unable to comply with FATCA.

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If AHL is treated as engaged in a U.S. trade or business in any taxable year, all or a portion of the dividends on Class A common shares may be treated as U.S. source income and may be subject to withholding and information reporting under FATCA unless a shareholder (and any intermediaries through which a shareholder holds its shares) establishes an exemption from such withholding and information reporting. In addition, any gross proceeds from the sale or other disposition of Class A common shares after December 31, 2018 might also be subject to withholding and information reporting under FATCA in such circumstances, absent an exemption. We currently intend to limit our U.S. activities so that AHL is not considered to be engaged in a U.S. trade or business. No definitive standards, however, are provided by the Code, U.S. Treasury regulations or court decisions regarding when a foreign corporation is engaged in the conduct of a U.S. trade or business. Because the law is unclear, and the determination is highly factual and must be made annually, there is no assurance that the IRS will not contend that AHL is engaged in a U.S. trade or business.

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UNDERWRITING (CONFLICTS OF INTEREST)

Goldman, Sachs & Co., Barclays Capital Inc., Citigroup Global Markets Inc. and Wells Fargo Securities, LLC are acting, severally and not jointly, as joint book-running managers of the offering and as representatives of the underwriters named below. Subject to the terms and conditions stated in the underwriting agreement dated the date of this prospectus, each underwriter named below has severally agreed to purchase, and we and the selling shareholders have agreed to sell to that underwriter, the number of Class A common shares set forth opposite the underwriter's name.

Underwriter	Number of Class A common shares
Goldman, Sachs & Co.	
Barclays Capital Inc.	
Citigroup Global Markets Inc.	
Wells Fargo Securities, LLC	
BMO Capital Markets Corp.	
Credit Suisse Securities (USA) LLC	
Deutsche Bank Securities Inc.	
J.P. Morgan Securities LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Morgan Stanley & Co. LLC	
RBC Capital Markets, LLC	
BNP Paribas Securities Corp.	
BTIG, LLC	
Evercore Group L.L.C.	
SunTrust Robinson Humphrey, Inc.	
UBS Securities LLC	
Apollo Global Securities, LLC	
Dowling & Partners Securities LLC	
Keefe, Bruyette & Woods, Inc.	
Lazard Frères & Co. LLC	
Raymond James & Associates, Inc.	
Rothschild Inc.	
Sandler O'Neill & Partners, L.P.	
The Williams Capital Group, L.P.	
Total	_____

The underwriting agreement provides that the obligations of the underwriters to purchase the Class A common shares included in this offering are subject to approval of legal matters by counsel and to other conditions. The underwriters are obligated to purchase all the Class A common shares (other than those covered by the underwriters' option to purchase additional shares described below) if they purchase any of the Class A common shares.

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Class A common shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any Class A common shares sold by the underwriters to securities dealers may be sold at a discount from the initial public offering price not to exceed \$ _____ per share. After the initial offering of the Class A common shares, the offering price and the other selling terms may be subject to change. If all the Class A common shares are not sold at the initial public offering price, the underwriters may change the offering price and the other selling terms. The representatives have advised us and the selling shareholders that the underwriters do not intend to make sales to discretionary accounts.

If the underwriters sell more Class A common shares than the total number set forth in the table above, we and the selling shareholders have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to _____ additional shares at the initial public offering price less the underwriting discount. To the extent the option is exercised, each underwriter must purchase a number of additional Class A common shares approximately proportionate to that underwriter's initial purchase commitment. Any Class A common shares issued or sold under the option will be issued and sold on the same terms and conditions as the other shares that are the subject of this offering.

At our request, the underwriters have reserved approximately _____ of the shares of common stock to be offered by this prospectus for sale, at the initial public offering price, to directors, officers, employees, business associates of the Company and other parties directed by the Company. The number of shares of common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus.

We, our officers and directors, certain of our employees and selling shareholders and our other shareholders have agreed that, for a period of _____ days from the date of this prospectus, we and they will not, without the prior written consent of the representatives, dispose of or hedge any Class A common shares or any securities convertible into or exchangeable for our Class A common shares, subject to customary exceptions. The representatives in their sole discretion may release any of the securities subject to these lock-up agreements at any time, which, in the case of officers and directors, shall be with notice.

We intend to apply to list our Class A common shares on the NYSE under the symbol "ATH."

Prior to this offering, there has been no public market for our Class A common shares. Consequently, the initial public offering price for the Class A common shares was determined by negotiations among us, the selling shareholders and the representatives. Among the factors considered in determining the initial public offering price were our results of operations, our current financial condition, our future prospects, our markets, the economic conditions in and future prospects for the industry in which we compete, our management, and currently prevailing general conditions in the equity securities markets, including current market valuations of publicly traded companies considered comparable to our company. We cannot assure you, however, that the price at which the Class A common shares will sell in the public market after this offering will not be lower than the initial public offering price or that an active trading market in our Class A common shares will develop and continue after this offering.

The following table shows the underwriting discounts and commissions that we and the selling shareholders are to pay to the underwriters in connection with this offering. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Paid by Athene Holding Ltd.		Paid by Selling Shareholders	
	No Exercise	Full Exercise	No Exercise	Full Exercise
Per share	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

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We and the selling shareholders estimate that our respective portions of the total expenses of this offering will be approximately \$ _____ and \$ _____, which includes an amount not to exceed \$ _____ that we have agreed to reimburse the underwriters for certain expenses (including fees of counsel for matters related to FINRA) incurred by them in connection with this offering.

In connection with the offering, the underwriters may purchase and sell Class A common shares in the open market. Purchases and sales in the open market may include short sales, purchases to cover short positions, which may include purchases pursuant to the underwriters' option to purchase additional Class A common shares, and stabilizing purchases.

- Short sales involve secondary market sales by the underwriters of a greater number of Class A common shares than they are required to purchase in the offering.
- "Covered" short sales are sales of Class A common shares in an amount up to the number of Class A common shares represented by the underwriters' option to purchase additional shares.
- "Naked" short sales are sales of Class A common shares in an amount in excess of the number of Class A common shares represented by the underwriters' option to purchase additional shares.
- Covering transactions involve purchases of shares either pursuant to the underwriters' option to purchase additional shares or in the open market in order to cover short positions.
- To close a naked short position, the underwriters must purchase Class A common shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common shares in the open market after pricing that could adversely affect investors who purchase in the offering.
- To close a covered short position, the underwriters must purchase Class A common shares in the open market or must exercise the option to purchase additional shares. In determining the source of the Class A common shares to close the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the underwriters' option to purchase additional shares.
- Stabilizing transactions involve bids to purchase shares so long as the stabilizing bids do not exceed a specified maximum.

Purchases to cover short positions and stabilizing purchases, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the Class A common shares. They may also cause the price of the Class A common shares to be higher than the price that would otherwise exist in the open market in the absence of these transactions. The underwriters may conduct these transactions on the NYSE, in the OTC market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time.

Conflicts of Interest

Apollo Global Securities, LLC is an affiliate of entities controlled by or affiliated with Apollo, which beneficially own more than 10% of our outstanding common equity. Accordingly, Apollo Global Securities, LLC is deemed to have a "conflict of interest" within the meaning of FINRA Rule 5121, and this offering will be conducted in accordance with the provisions of that Rule. Apollo Global Securities, LLC will not confirm sales to any account over which it exercises discretion without the specific written approval of the account holder.

Other Relationships

The underwriters are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, insurance and reinsurance related brokering, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have in the past performed commercial banking, investment

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banking and advisory services for Athene and Apollo from time to time for which they have received customary fees and reimbursement of expenses and may, from time to time, engage in transactions with and perform services for Athene and Apollo in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses. In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investments and securities activities may involve securities and/or instruments of Athene and Apollo or their affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

We and the selling shareholders have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make because of any of those liabilities.

Notice to Prospective Investors in Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (“ASIC”), in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the “Corporations Act”), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the Class A common shares may only be made to persons (the “Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the Class A common shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Notice to Prospective Investors in Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

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Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts, or NI 33-105, the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in the European Economic Area

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each, a relevant member state), with effect from and including the date on which the Prospectus Directive is implemented in that relevant member state (the relevant implementation date), an offer of shares described in this prospectus may not be made to the public in that relevant member state other than:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by us for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For purposes of this provision, the expression an "offer of securities to the public" in any relevant member state means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe for the shares, as the expression may be varied in that member state by any measure implementing the Prospectus Directive in that member state, and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) and includes any relevant implementing measure in the relevant member state.

The sellers of the shares have not authorized and do not authorize the making of any offer of shares through any financial intermediary on their behalf, other than offers made by the underwriters with a view to the final placement of the shares as contemplated in this prospectus. Accordingly, no purchaser of the shares, other than the underwriters, is authorized to make any further offer of the shares on behalf of the sellers or the underwriters.

Notice to Prospective Investors in the UK

This prospectus is only being distributed to, and is only directed at, persons in the UK that are qualified investors within the meaning of Article 2(1)(c) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"), or (ii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order, each such person being referred to as a "relevant person." This prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the UK. Any person in the UK that is not a relevant person should not act or rely on this document or any of its contents.

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Notice to Prospective Investors in France

Neither this prospectus nor any other offering material relating to the shares described in this prospectus has been submitted to the clearance procedures of the *Autorité des Marchés Financiers* or of the competent authority of another member state of the European Economic Area and notified to the *Autorité des Marchés Financiers*. The shares have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus nor any other offering material relating to the shares has been or will be:

- released, issued, distributed or caused to be released, issued or distributed to the public in France; or
- used in connection with any offer for subscription or sale of the shares to the public in France.

Such offers, sales and distributions will be made in France only:

- to qualified investors (investisseurs qualifiés) and/or to a restricted circle of investors (cercle restreint d'investisseurs), in each case investing for their own account, all as defined in, and in accordance with articles L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French Code *monétaire et financier*;
- to investment services providers authorized to engage in portfolio management on behalf of third parties; or
- in a transaction that, in accordance with article L.411-2-II-1^o-or-2^o-or 3^o of the French Code *monétaire et financier* and article 211-2 of the General Regulations (Règlement Général) of the *Autorité des Marchés Financiers*, does not constitute a public offer (appel public à l'épargne).

The shares may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French Code *monétaire et financier*.

Notice to Prospective Investors in Switzerland

This document as well as any other material relating to the shares of our common stock that are the subject of the offering contemplated by this prospectus do not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations. Our common stock will not be listed on the SWX Swiss Exchange and, therefore, the documents relating to our common stock, including, but not limited to, this document, do not claim to comply with the disclosure standards of the listing rules of SWX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SWX Swiss Exchange. Our common stock is being offered in Switzerland by way of a private placement, that is, to a small number of selected investors only, without any public offer and only to investors who do not purchase shares of our common stock with the intention to distribute them to the public. The investors will be individually approached by us from time to time. This document as well as any other material relating to our common stock is personal and confidential and does not constitute an offer to any other person. This document may only be used by those investors to whom it has been handed out in connection with the offering described herein and may neither directly nor indirectly be distributed or made available to other persons without our express consent. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

Notice to Prospective Investors in Hong Kong

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong) and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in

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Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Japan

The shares offered in this prospectus have not been and will not be registered under the Financial Instruments and Exchange Law of Japan. The shares have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account of any resident of Japan (including any corporation or other entity organized under the laws of Japan), except (i) pursuant to an exemption from the registration requirements of the Financial Instruments and Exchange Law and (ii) in compliance with any other applicable requirements of Japanese law.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

- to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;
- where no consideration is or will be given for the transfer; or
- where the transfer is by operation of law.

L EGAL MATTERS

The validity of the Class A common shares offered hereby will be passed upon for us by Conyers Dill & Pearman Limited, Hamilton, Bermuda. Certain other legal matters relating to this offering will be passed upon for us by Sidley Austin LLP, New York, New York. Certain legal matters will be passed upon for the underwriters by Fried, Frank, Harris, Shriver & Jacobson LLP, New York, New York. Certain partners of Sidley Austin LLP own Class A common shares representing less than 1% of our outstanding common shares as of June 30, 2016.

EXPERTS

The consolidated financial statements of Athene Holding Ltd. as of December 31, 2015 and for the year ended December 31, 2015 included in this prospectus and the financial statement schedules as of December 31, 2015 and for the year ended December 31, 2015 have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Athene Holding Ltd. as of December 31, 2014 and for each of the two years in the period ended December 31, 2014 included in this prospectus and the financial statement schedules as of December 31, 2014 and for each of the two years in the period ended December 31, 2014 have been so included in reliance on the report of PricewaterhouseCoopers Ltd., an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Aviva USA and its subsidiaries, as of October 1, 2013 and for the nine month period then ended included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

CHANGE IN AUDITOR

As a result of a change in the financial reporting responsibilities of our West Des Moines, Iowa, personnel during 2015, PricewaterhouseCoopers Ltd. (“PwC Bermuda”) and PricewaterhouseCoopers LLP (“PwC U.S.”) agreed that it would be appropriate for PwC U.S. to assume principal auditor responsibilities for the year ending December 31, 2015. We, with the approval of our audit committee, engaged PwC U.S. as our new independent registered public accounting firm with effect from December 8, 2015. Prior to the engagement, PwC Bermuda resigned as our independent registered public accounting firm on December 8, 2015.

PwC Bermuda’s reports on our financial statements for the fiscal years ended December 31, 2014 and December 31, 2013 did not contain an adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principle. During the fiscal years ended December 31, 2014 and 2013 and the interim period through December 8, 2015 there were no disagreements with PwC Bermuda on any matters of accounting principles or practices, financial statement disclosure, or auditing scope and procedures which, if not resolved to the satisfaction of PwC Bermuda, would have caused PwC Bermuda to make reference thereto in their report on the financial statements for such fiscal years.

During the fiscal years ended December 31, 2014 and 2013 and the subsequent interim period through December 8, 2015, there have been no reportable events (as defined by Regulation S-K 304(a)(1)(v)) except as follows. During the process of preparing and completing our audited consolidated financial statements for the year ended December 31, 2013, we determined that we did not have sufficient internal control over financial reporting related to: (1) actuarial balances of the blocks of business acquired from Aviva USA and (2) the preparation and accuracy of income tax balances, each of which constitutes a material weakness. In particular, we determined we did not have sufficient internal controls in place to control the completeness and accuracy of data used in calculating the material actuarial reserves acquired from Aviva USA and monitor the accuracy of complex actuarial models. We concluded that these deficiencies constitute a material weakness. This material weakness resulted in adjustments to interest-sensitive contract liabilities, including VOBA and DAC, on our consolidated balance sheets. Also, as we prepared our audited consolidated financial statements for the year ended December 31, 2013, we identified a lack of internal control over the preparation and accuracy of income tax balances. Delays in the timely preparation of our income tax basis for the opening balance sheet for the acquisition of Aviva USA, delays in the creation of income tax accounting entries and supporting schedules and documentation, limitations in the systems that support our income tax accounting records, deficiencies in the

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documentation of supporting tax workpapers and deficiencies in the number of and in the training of our tax staff all contributed to our conclusion that this constitutes a material weakness in our internal control over financial reporting. Management believes that these deficiencies no longer constitute material weaknesses as of December 31, 2015 and currently assesses each one as a significant deficiency. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The Audit Committee of the Board of Directors discussed this matter with PwC Bermuda and has authorized PwC Bermuda to respond fully to the inquiries of PwC U.S. concerning this reportable event.

We have requested PwC Bermuda to furnish us a letter addressed to the SEC stating whether or not it agrees with the above statements. A copy of that letter, dated May 9, 2016, is filed as Exhibit 16.1 to the registration statement of which this prospectus forms a part.

During the fiscal years ended December 31, 2014 and 2013 and the subsequent interim period through December 8, 2015, PwC U.S. performed work on components of us, either in support of PwC Bermuda's audit report or for statutory audit requirements. All consultations with PwC U.S. by us were made in the ordinary course of business.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 with respect to the Class A common shares being sold in this offering. This prospectus constitutes a part of that registration statement. This prospectus does not contain all the information set forth in the registration statement and the exhibits and schedules to the registration statement, because some parts have been omitted in accordance with the rules and regulations of the SEC. For further information with respect to us and our Class A common shares being sold in this offering, you should refer to the registration statement and the exhibits and schedules filed as part of the registration statement. If a contract or document has been filed as an exhibit to the registration statement, we refer you to the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit.

We are not currently subject to the informational requirements of the Exchange Act. As a result of this offering, we will become subject to the informational requirements of the Exchange Act and, in accordance therewith, will file reports and other information with the SEC. The registration statement, reports and other information we file with the SEC can be read and copied at the SEC's Public Reference Room at 100 F Street, N.E., Washington D.C. 20549. You may obtain information regarding the operation of the public reference room by calling 1-800-SEC-0330. The SEC also maintains a website (<http://www.sec.gov>) that contains reports, proxy and information statements and other information that we file electronically with the SEC. We also maintain a website at www.athene.com. Information contained on our website or connected thereto does not constitute a part of, and is not incorporated by reference into, this prospectus or the registration statement of which it forms a part.

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ATHENE HOLDING LTD.

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
of Athene Holding Ltd.:

In our opinion, the consolidated balance sheet and the related consolidated statements of income, comprehensive income (loss), equity and cash flows present fairly, in all material respects, the financial position of Athene Holding Ltd. and its subsidiaries at December 31, 2015, and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules as of and for the year ended December 31, 2015 listed in the accompanying index present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedules based on our audit. We conducted our audit of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP
Des Moines, IA

May 9, 2016, except for the effects of the revision discussed in Note 2 to the consolidated financial statements, as to which the date is October 25, 2016

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
of Athene Holding Ltd.:

In our opinion, the consolidated balance sheets and the related consolidated statements of income, comprehensive income (loss), equity and cash flows present fairly, in all material respects, the financial position of Athene Holding Ltd. and its subsidiaries at December 31, 2014, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2014 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules as of December 31, 2014 and for each of the two years in the period ended December 31, 2014 listed in the accompanying index present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedules based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers Ltd.

Hamilton, Bermuda

May 6, 2016, except for the effects of the revision discussed in Note 2 to the consolidated financial statements, as to which the date is October 25, 2016

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ATHENE HOLDING LTD.
Consolidated Balance Sheets

(In millions)	December 31,	
	2015	2014
Assets		
Investments		
Available-for-sale securities, at fair value		
Fixed maturity securities (amortized cost: 2015 – \$48,227 and 2014 – \$43,407)	\$ 47,816	\$ 44,703
Equity securities (cost: 2015 – \$367 and 2014 – \$142)	407	190
Trading securities, at fair value	2,468	2,795
Mortgage loans, net of allowances (portion at fair value: 2015 – \$48 and 2014 – \$73)	5,500	5,465
Investment funds (portion at fair value: 2015 – \$152 and 2014 – \$214)	733	832
Policy loans	642	778
Funds withheld at interest (portion at fair value: 2015 – \$36 and 2014 – \$127)	3,482	2,774
Derivative assets	871	1,842
Real estate	566	—
Short-term investments, at fair value (cost: 2015 – \$135 and 2014 – \$17)	135	17
Other investments	83	56
Total investments	62,703	59,452
Cash and cash equivalents	2,714	2,628
Restricted cash	116	77
Investments in related parties		
Available-for-sale, fixed maturity securities, at fair value (amortized cost: 2015 – \$332 and 2014 – \$336)	308	326
Trading securities, at fair value	217	268
Investment funds	997	585
Short-term investments	55	—
Other investments	245	—
Accrued investment income (related party: 2015 – \$9 and 2014 – \$11)	520	505
Reinsurance recoverable (portion at fair value: 2015 – \$2,377 and 2014 – \$2,460)	7,257	11,584
Deferred acquisition costs, deferred sales inducements, and value of business acquired	2,663	2,229
Current income tax recoverable	113	126
Deferred tax assets	606	220
Other assets	749	950
Assets of consolidated variable interest entities		
Investments		
Trading securities, at fair value		
Fixed maturity securities (related party: 2015 – \$53 and 2014 – \$57)	722	763
Equity securities – related party	309	510
Loans held for investment, at fair value	—	2,071
Investment funds (related party, at fair value: 2015 – \$516 and 2014 – \$40)	534	65
Cash and cash equivalents	6	10
Restricted cash	—	43
Goodwill	—	226
Other assets	20	72
Total assets	\$ 80,854	\$ 82,710

(Continued)

See accompanying notes to consolidated financial statements

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ATHENE HOLDING LTD.
Consolidated Balance Sheets

	December 31,	
	2015	2014
<i>(In millions, except share and per share data)</i>		
Liabilities and Equity		
Liabilities		
Interest sensitive contract liabilities (portion at fair value: 2015 – \$6,359 and 2014 – \$5,854)	\$ 57,296	\$ 60,641
Future policy benefits (portion at fair value: 2015 – \$2,478 and 2014 – \$2,741)	14,540	11,137
Other policy claims and benefits	234	195
Dividends payable to policyholders	856	130
Derivative liabilities	17	143
Payables for collateral on derivatives	867	1,402
Reinsurance payable	45	187
Funds withheld liability (portion at fair value: 2015 – \$35 and 2014 – \$394)	388	1,595
Other liabilities (related party: 2015 – \$63 and 2014 – \$62)	731	598
Liabilities of consolidated variable interest entities		
Borrowings (portion at fair value: 2015 – \$0 and 2014 – \$1,517)	500	2,017
Other liabilities	17	77
Total liabilities	<u>75,491</u>	<u>78,122</u>
Equity		
Common stock		
Class A – par value \$0.001 per share; authorized: 2015 and 2014 – 425,000,000 shares; issued and outstanding: 2015 – 50,151,265 and 2014 – 15,752,736 shares	—	—
Class B – par value \$0.001 per share; authorized: 2015 and 2014 – 325,000,000 shares; issued and outstanding: 2015 – 135,963,975 and 2014 – 125,282,892 shares	—	—
Class M-1 – par value \$0.001 per share; authorized: 2015 and 2014 – 7,109,560 shares; issued and outstanding: 2015 and 2014 – 5,198,273 shares	—	—
Class M-2 – par value \$0.001 per share; authorized: 2015 and 2014 – 5,000,000 shares; issued and outstanding: 2015 and 2014 – 3,125,869 shares	—	—
Class M-3 – par value \$0.001 per share; authorized: 2015 and 2014 – 7,500,000 shares; issued and outstanding: 2015 – 3,110,000 and 2014 – 3,350,000 shares	—	—
Class M-4 – par value \$0.001 per share; authorized: 2015 and 2014 – 7,500,000 shares; issued and outstanding: 2015 – 5,038,443 and 2014 – 0 shares	—	—
Additional paid-in capital	3,281	2,153
Retained earnings	2,318	1,758
Accumulated other comprehensive income (loss) (related party: 2015 – \$(24) and 2014 – \$(7))	(237)	644
Total Athene Holding Ltd. shareholders' equity	<u>5,362</u>	<u>4,555</u>
Noncontrolling interest	1	33
Total equity	<u>5,363</u>	<u>4,588</u>
Total liabilities and equity	<u>\$ 80,854</u>	<u>\$ 82,710</u>

(Concluded)

See accompanying notes to consolidated financial statements

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ATHENE HOLDING LTD.
Consolidated Statements of Income

<i>(In millions, except per share data)</i>	Years ended December 31,		
	2015	2014	2013
Revenue			
Premiums	\$ 195	\$ 100	\$ (1,137)
Product charges	248	218	72
Net investment income (related party investment income: 2015 – \$168, 2014 – \$77, and 2013 – \$44; and related party investment expense: 2015 – \$268, 2014 – \$258, and 2013 – \$123)	2,508	2,333	1,074
Investment related gains (losses) (related party: 2015 – \$(19), 2014 – \$(1), and 2013 – \$29)	(430)	1,210	927
Other-than-temporary impairment investment losses			
Other-than-temporary impairment losses	(40)	(7)	4
Other-than-temporary impairment losses recognized in other comprehensive income	10	1	(5)
Net other-than-temporary impairment losses	(30)	(6)	(1)
Other revenues	25	20	9
Bargain purchase gain	—	—	152
Revenues of consolidated variable interest entities			
Net investment income (related party: 2015 – \$37, 2014 – \$(5), and 2013 – \$1)	67	174	89
Investment related gains (losses) (related party: 2015 – \$46, 2014 – \$46, and 2013 – \$597)	33	51	564
Total revenues	2,616	4,100	1,749
Benefits and Expenses			
Interest sensitive contract benefits	690	1,822	1,064
Amortization of deferred sales inducements	20	4	16
Future policy and other policy benefits	517	696	(950)
Amortization of deferred acquisition costs and value of business acquired	203	119	144
Interest expense	17	22	8
Dividends to policyholders	28	44	11
Policy and other operating expenses (related party: 2015 – \$18, 2014 – \$240, and 2013 – \$148)	532	797	431
Operating expenses of consolidated variable interest entities			
Interest expense	15	17	27
Other operating expenses	2	47	9
Total benefits and expenses	2,024	3,568	760
Income before income taxes	592	532	989
Income tax expense (benefit)	14	54	(8)
Net income	578	478	997
Less: Net income attributable to noncontrolling interests	16	15	81
Net income available to Athene Holding Ltd. shareholders	\$ 562	\$ 463	\$ 916
Earnings per share on Class A and B shares			
Basic	\$ 3.21	\$ 3.58	\$ 8.07
Diluted	\$ 3.21	\$ 3.52	\$ 7.96

See accompanying notes to consolidated financial statements

[Table of Contents](#)**ATHENE HOLDING LTD.****Consolidated Statements of Comprehensive Income (Loss)**

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Net income	\$ 578	\$ 478	\$ 997
Other comprehensive income (loss), before tax			
Change in unrealized investment gains (losses) on available-for-sale securities, net of offsets	(1,314)	899	(224)
Change in noncredit component of other-than-temporary impairment losses, available-for-sale	(10)	(1)	5
Comprehensive income (loss) on hedging instruments	11	10	(2)
Comprehensive income (loss) on pension adjustments	12	(17)	1
Comprehensive income (loss) on foreign currency translation adjustments	(4)	—	—
Other comprehensive income (loss), before tax	(1,305)	891	(220)
Income tax expense (benefit) related to other comprehensive income (loss)	(424)	317	(71)
Other comprehensive income (loss), after tax	(881)	574	(149)
Comprehensive income (loss)	(303)	1,052	848
Less: comprehensive income attributable to noncontrolling interests	16	15	81
Comprehensive income (loss) available to Athene Holding Ltd. shareholders	\$ (319)	\$ 1,037	\$ 767

See accompanying notes to consolidated financial statements

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ATHENE HOLDING LTD.
Consolidated Statements of Equity

<i>(In millions)</i>	Common stock	Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Total Athene Holding Ltd. shareholders' equity	Non controlling interest	Total equity
Balance at December 31, 2012	\$ —	\$ 1,217	\$ 427	\$ 219	\$ 1,863	\$ —	\$ 1,863
Net income	—	—	916	—	916	81	997
Other comprehensive loss	—	—	—	(149)	(149)	—	(149)
Issuance of shares, net of expenses	—	131	—	—	131	—	131
Change in equity of noncontrolling interests	—	—	—	—	—	13	13
Balance at December 31, 2013	—	1,348	1,343	70	2,761	94	2,855
Net income	—	—	463	—	463	15	478
Other comprehensive income	—	—	—	574	574	—	574
Issuance of shares, net of expenses	—	719	—	—	719	—	719
Stock-based compensation	—	116	—	—	116	—	116
Retirement or repurchase of shares	—	(30)	(48)	—	(78)	—	(78)
Change in equity of noncontrolling interests	—	—	—	—	—	(76)	(76)
Balance at December 31, 2014	—	2,153	1,758	644	4,555	33	4,588
Net income	—	—	562	—	562	16	578
Other comprehensive loss	—	—	—	(881)	(881)	—	(881)
Issuance of shares, net of expenses	—	1,112	—	—	1,112	—	1,112
Stock-based compensation	—	17	—	—	17	—	17
Retirement or repurchase of shares	—	(1)	(2)	—	(3)	—	(3)
Change in equity of noncontrolling interests	—	—	—	—	—	(48)	(48)
Balance at December 31, 2015	<u>\$ —</u>	<u>\$ 3,281</u>	<u>\$ 2,318</u>	<u>\$ (237)</u>	<u>\$ 5,362</u>	<u>\$ 1</u>	<u>\$ 5,363</u>

See accompanying notes to consolidated financial statements

[Table of Contents](#)**ATHENE HOLDING LTD.**
Consolidated Statements of Cash Flows

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Cash flows from operating activities			
Net income	\$ 578	\$ 478	\$ 997
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of deferred acquisition costs and value of business acquired	203	119	144
Amortization of deferred sales inducements	20	4	16
Amortization (accretion) of net investment premiums, discounts, and other (related party: 2015 – \$(8), 2014 – \$0, and 2013 – \$(1))	(77)	92	(23)
Bargain purchase gain	—	—	(152)
Payment at inception of coinsurance agreement	(10)	—	(173)
Stock-based compensation	67	373	131
Net investment (income) loss (related party: 2015 – \$(6), 2014 – \$(53), and 2013 – \$(16))	8	(134)	(221)
Net recognized (gains) losses on investments and derivatives (related party: 2015 – \$42, 2014 – \$0, and 2013 – \$(25))	520	(1,463)	(806)
Policy acquisition costs deferred	(288)	(250)	(125)
Deferred income tax expense (benefit)	33	138	(89)
Changes in operating assets and liabilities:			
Accrued investment income	38	4	55
Interest sensitive contract liabilities	879	2,144	465
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable	(574)	(702)	664
Current income tax recoverable	15	(77)	(74)
Funds withheld assets and liabilities	(278)	—	68
Other assets and liabilities	(58)	(37)	147
Consolidated variable interest entities related:			
Amortization (accretion) of net investment premiums, discounts, and other	4	(14)	12
Net investment (income) loss (related party: 2015 – \$(1), 2014 – \$(1), and 2013 – \$(12))	3	1	3
Net recognized (gains) losses on investments and derivatives (related party: 2015 – \$(46), 2014 – \$(46), and 2013 – \$(595))	(35)	(67)	(655)
Change in other assets and liabilities	1	(10)	25
Net cash provided by operating activities	<u>1,049</u>	<u>599</u>	<u>409</u>

*(Continued)**See accompanying notes to consolidated financial statements*

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ATHENE HOLDING LTD.
Consolidated Statements of Cash Flows

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Cash flows from investing activities			
Sales, maturities, and repayments of:			
Available-for-sale securities			
Fixed maturity securities (related party: 2015 – \$65, 2014 – \$259, and 2013 – \$12)	\$ 10,424	\$ 9,909	\$ 8,061
Equity securities (related party: 2015 – \$0, 2014 – \$0, and 2013 – \$29)	53	11	109
Trading securities (related party: 2015 – \$72, 2014 – \$271, and 2013 – \$68)	1,226	807	1,008
Mortgage loans	788	1,062	320
Investment funds (related party: 2015 – \$99, 2014 – \$228, and 2013 – \$336)	343	793	768
Derivative instruments and other invested assets	1,151	1,863	484
Real estate	63	—	—
Short-term investments (related party: 2015 – \$130, 2014 – \$0, and 2013 – \$0)	207	—	—
Purchases of:			
Available-for-sale securities			
Fixed maturity securities (related party: 2015 – \$(64), 2014 – \$(527), and 2013 – \$(398))	(11,069)	(11,000)	(6,435)
Equity securities	(239)	(51)	(68)
Trading securities (related party: 2015 – \$(52), 2014 – \$(320), and 2013 – \$(225))	(1,409)	(551)	(375)
Mortgage loans	(672)	(908)	(463)
Investment funds (related party: 2015 – \$(510), 2014 – \$(517), and 2013 – \$(783))	(614)	(676)	(1,500)
Derivative instruments and other invested assets	(698)	(682)	(229)
Real estate	(6)	—	—
Short-term investments (related party: 2015 – \$(85), 2014 – \$0, and 2013 – \$0)	(267)	(17)	—
Consolidated variable interest entities related:			
Sales, maturities, and repayments of investments (related party: 2015 – \$244, 2014 – \$1,401, and 2013 – \$474)	257	1,410	474
Purchases of investments (related party: 2015 – \$(17), 2014 – \$(482), and 2013 – \$(368))	(17)	(491)	(373)
Change in restricted cash	—	23	(22)
Acquisition of subsidiaries, net of cash acquired	162	33	1,386
Cash settlement of derivatives	25	1	(149)
Change in restricted cash	(39)	37	(71)
Other investing activities, net	279	(241)	80
Net cash (used in) provided by investing activities	(52)	1,332	3,005

(Continued)

See accompanying notes to consolidated financial statements

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ATHENE HOLDING LTD.
Consolidated Statements of Cash Flows

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Cash flows from financing activities			
Capital contributions	\$ 1,116	\$ 305	\$ 82
Proceeds from note payables	—	—	500
Repayment of note payables	(4)	(300)	(302)
Deposits on investment-type policies and contracts	3,460	3,393	1,880
Withdrawals on investment-type policies and contracts	(4,783)	(5,551)	(2,849)
Payments for coinsurance agreements on investment-type contracts, net	(153)	(320)	(64)
Consolidated variable interest entities related:			
Proceeds from borrowings	—	319	154
Repayment on borrowings	—	(723)	(6)
Capital contributions from noncontrolling interests	—	21	—
Capital distributions to noncontrolling interests	(30)	(97)	(38)
Net change in cash collateral posted for derivative transactions	(535)	661	(76)
Repurchase of common stock	(3)	(78)	—
Other financing activities, net	21	42	(22)
Net cash used in financing activities	(911)	(2,328)	(741)
Effect of exchange rate changes on cash and cash equivalents	(4)	—	—
Net increase (decrease) in cash and cash equivalents	82	(397)	2,673
Cash and cash equivalents at beginning of year ¹	2,638	3,035	362
Cash and cash equivalents at end of year¹	\$ 2,720	\$ 2,638	\$ 3,035
Supplementary information			
Cash (refunded) paid for taxes	\$ (34)	\$ 59	\$ 154
Cash paid for interest	22	56	36
Non-cash transactions			
Deposits on investment-type policies and contracts through reinsurance agreements	1,182	418	247
Withdrawals on investment-type policies and contracts through reinsurance agreements	373	219	166
Investment funds acquired in exchange for non-cash assets and liabilities	473	—	—
Issuance of capital for payment of liabilities	—	199	—
Issuance of capital for purchase of investment funds	—	—	50
Reduction in investments and other assets and liabilities relating to reinsurance	920	—	6,196
Increase in funds withheld liability for reinsurance receivable	—	—	1,450
Modco balances settled in investments	75	6	13

¹ Includes cash and cash equivalents of consolidated variable interest entities

(Concluded)

See accompanying notes to consolidated financial statements

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ATHENE HOLDING LTD.

Notes to Consolidated Financial Statements

1. Organization and Corporate Structure

Athene Holding Ltd. (AHL), a Bermuda exempted company, together with its subsidiaries (collectively, Athene, we, our, us, or the Company), is a leading retirement services company that issues, reinsures, and acquires retirement savings products in all 50 U.S. states, the District of Columbia, and Germany.

We conduct business primarily through the following consolidated subsidiaries:

- Athene Life Re Ltd., a Bermuda exempted company to which AHL's other insurance subsidiaries and third party ceding companies directly and indirectly reinsure a portion of their liabilities (ALRe);
- Athene USA Corporation, an Iowa corporation and its subsidiaries (Athene USA); and
- Athene Deutschland GmbH & Co. KG, a German partnership and its subsidiaries (ADKG).

In addition, we consolidate the following variable interest entities (VIE), for which we have determined that we are the primary beneficiary:

- AAA Investments (Co-Invest VI), L.P., a Delaware limited partnership (CoInvest VI);
- AAA Investments (Co-Invest VII), L.P., a Delaware limited partnership (CoInvest VII);
- AAA Investments (Other), L.P., a Marshall Islands limited partnership (CoInvest Other);
- London Prime Apartments Guernsey Holdings Limited, a Guernsey limited company (London Prime); and
- 2012 CMBS-I Fund L.P., a Delaware limited partnership, and 2012 CMBS-II Fund L.P., a Delaware limited partnership (collectively, CMBS Funds).

2. Change in Accounting Policy and Revisions

Subsequent to the original issuance of the consolidated financial statements, we adopted a change in accounting principle regarding the balance sheet presentation of assets and liabilities associated with reinsurance agreements written on a modified coinsurance (modco) basis. The funds withheld assets and liabilities arising from modco contracts are now presented gross of the corresponding policy benefit liabilities on the consolidated balance sheets, whereas these assets and liabilities were previously presented net on a contract-by-contract basis. We determined gross presentation is preferable to net presentation on the basis that gross presentation increases transparency and aligns the presentation of modco reinsurance with that of funds withheld coinsurance, which is an economically equivalent form of reinsurance. Additionally, we expect increased use of modco reinsurance in our ongoing business operations, and believe gross presentation is necessary to best reflect the economic impact of modco transactions.

We applied this change retrospectively on the consolidated balance sheets, as well as the corresponding classification changes within operating activities on the consolidated statements of cash flows. There was no impact to the consolidated statements of income, consolidated statements of comprehensive income, or consolidated statements of equity resulting from this change.

We have also revised our consolidated financial statements as a result of correcting immaterial misstatements. We assessed the materiality of these revisions and concluded these revisions are not material to the consolidated financial statements as a whole. However, we elected to revise the consolidated financial statements to increase accuracy of the consolidated financial statements, as well as consistency and comparability with balances and activities to be reported in future periods.

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following is a summary of the impacts of the change in accounting policy and revisions on the consolidated balance sheets:

<i>(In millions)</i>	December 31, 2015			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Assets				
Investments				
Funds withheld at interest	\$ 2,104	\$ 1,378	\$ —	\$ 3,482
Total investments	61,325	1,378	—	62,703
Reinsurance recoverable	7,134	122	1	7,257
Deferred acquisition costs, deferred sales inducements, and value of business acquired	2,654	—	9	2,663
Current income tax recoverable	121	—	(8)	113
Deferred tax assets	619	—	(13)	606
Assets of consolidated variable interest entities				
Investments				
Trading securities, at fair value				
Fixed maturity securities	717	—	5	722
Total assets	\$ 79,360	\$ 1,500	\$ (6)	\$ 80,854
Liabilities and Equity				
Liabilities				
Interest sensitive contract liabilities	\$ 55,795	\$ 1,480	\$ 21	\$ 57,296
Future policy benefits	14,544	—	(4)	14,540
Other policy claims and benefits	269	—	(35)	234
Reinsurance payable	180	(134)	(1)	45
Funds withheld liability	234	154	—	388
Other liabilities	728	—	3	731
Total liabilities	74,007	1,500	(16)	75,491
Equity				
Retained earnings	2,306	—	12	2,318
Accumulated other comprehensive income (loss)	(235)	—	(2)	(237)
Total Athene Holding Ltd. shareholders' equity	5,352	—	10	5,362
Noncontrolling interest	1	—	—	1
Total equity	5,353	—	10	5,363
Total liabilities and equity	\$ 79,360	\$ 1,500	\$ (6)	\$ 80,854

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following is a summary of the impacts of the change in accounting policy and revisions on the consolidated balance sheets:

<i>(In millions)</i>	December 31, 2014			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Assets				
Investments				
Funds withheld at interest	\$ 2,451	\$ 323	\$ —	\$ 2,774
Total investments	59,129	323	—	59,452
Accrued investment income	515	—	(10)	505
Reinsurance recoverable	11,436	145	3	11,584
Deferred acquisition costs, deferred sales inducements, and value of business acquired	2,226	—	3	2,229
Current income tax recoverable	95	—	31	126
Deferred tax assets	251	—	(31)	220
Other assets	940	—	10	950
Assets of consolidated variable interest entities				
Investments				
Trading securities, at fair value				
Fixed maturity securities	758	—	5	763
Total assets	\$ 82,231	\$ 468	\$ 11	\$ 82,710
Liabilities and Equity				
Liabilities				
Interest sensitive contract liabilities	\$ 60,259	\$ 349	\$ 33	\$ 60,641
Future policy benefits	11,140	—	(3)	11,137
Other policy claims and benefits	230	—	(35)	195
Reinsurance payable	241	(56)	2	187
Funds withheld liability	1,420	175	—	1,595
Other liabilities	597	—	1	598
Total liabilities	77,656	468	(2)	78,122
Equity				
Retained earnings	1,745	—	13	1,758
Total Athene Holding Ltd. shareholders' equity	4,542	—	13	4,555
Noncontrolling interest	33	—	—	33
Total equity	4,575	—	13	4,588
Total liabilities and equity	\$ 82,231	\$ 468	\$ 11	\$ 82,710

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following is a summary of the impacts of the revisions on the consolidated statements of income:

	Year ended December 31, 2015		
	As Previously Reported	Revisions	As Adjusted
<i>(In millions, except per share data)</i>			
Revenue			
Net investment income	\$ 2,500	\$ 8	\$ 2,508
Investment related gains (losses)	(414)	(16)	(430)
Total revenues	2,624	(8)	2,616
Benefits and Expenses			
Interest sensitive contract benefits	711	(21)	690
Amortization of deferred sales inducements	21	(1)	20
Future policy and other policy benefits	516	1	517
Amortization of deferred acquisition costs and value of business acquired	208	(5)	203
Interest expense	19	(2)	17
Total benefits and expenses	2,052	(28)	2,024
Income before income taxes	572	20	592
Income tax expense (benefit)	(7)	21	14
Net income	579	(1)	578
Less: Net income attributable to noncontrolling interests	16	—	16
Net income available to Athene Holding Ltd. shareholders	\$ 563	\$ (1)	\$ 562
Earnings per share on Class A and B shares			
Basic	\$ 3.22	\$ (0.01)	\$ 3.21
Diluted	\$ 3.22	\$ (0.01)	\$ 3.21

	Year ended December 31, 2014		
	As Previously Reported	Revisions	As Adjusted
<i>(In millions, except per share data)</i>			
Revenue			
Net investment income	\$ 2,324	\$ 9	\$ 2,333
Investment related gains (losses)	1,248	(38)	1,210
Total revenues	4,129	(29)	4,100
Benefits and Expenses			
Interest sensitive contract benefits	1,841	(19)	1,822
Future policy and other policy benefits	702	(6)	696
Interest expense	29	(7)	22
Total benefits and expenses	3,600	(32)	3,568
Income before income taxes	529	3	532
Income tax expense	46	8	54
Net income	483	(5)	478
Less: Net income attributable to noncontrolling interests	15	—	15
Net income available to Athene Holding Ltd. shareholders	\$ 468	\$ (5)	\$ 463
Earnings per share on Class A and B shares			
Basic	\$ 3.61	\$ (0.03)	\$ 3.58
Diluted	\$ 3.56	\$ (0.04)	\$ 3.52

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following is a summary of the impacts of the revisions on the consolidated statements of income:

	Year ended December 31, 2013		
	As Previously Reported	Revisions	As Adjusted
<i>(In millions, except per share data)</i>			
Revenue			
Investment related gains (losses)	\$ 931	\$ (4)	\$ 927
Bargain purchase gain	146	6	152
Revenues of consolidated variable interest entities			
Investment related gains (losses)	559	5	564
Total revenues	1,742	7	1,749
Benefits and Expenses			
Interest sensitive contract benefits	1,068	(4)	1,064
Amortization of deferred acquisition costs and value of business acquired	147	(3)	144
Interest expense	10	(2)	8
Total benefits and expenses	769	(9)	760
Income before income taxes	973	16	989
Income tax benefit	—	(8)	(8)
Net income	973	24	997
Less: Net income attributable to noncontrolling interests	81	—	81
Net income available to Athene Holding Ltd. shareholders	<u>\$ 892</u>	<u>\$ 24</u>	<u>\$ 916</u>
Earnings per share on Class A and B shares			
Basic	\$ 7.86	\$ 0.21	\$ 8.07
Diluted	\$ 7.75	\$ 0.21	\$ 7.96

The following is a summary of the impacts of the revisions on the consolidated statement of comprehensive loss:

	Year ended December 31, 2015		
	As Previously Reported	Revisions	As Adjusted
<i>(In millions)</i>			
Net income	\$ 579	\$ (1)	\$ 578
Other comprehensive loss, before tax			
Comprehensive loss on foreign currency translation adjustments	(2)	(2)	(4)
Other comprehensive loss, before tax	(1,303)	(2)	(1,305)
Income tax benefit related to other comprehensive loss	(424)	—	(424)
Other comprehensive loss, after tax	(879)	(2)	(881)
Comprehensive loss	<u>(300)</u>	<u>(3)</u>	<u>(303)</u>
Less: comprehensive income attributable to noncontrolling interests	16	—	16
Comprehensive loss available to Athene Holding Ltd. shareholders	<u>\$ (316)</u>	<u>\$ (3)</u>	<u>\$ (319)</u>

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

For the years ended December 31, 2014, and 2013, the only impact to the consolidated statements of comprehensive income were the revisions to net income for the corresponding year.

We revised the consolidated statements of equity for the years ended December 31, 2015, 2014, and 2013, for the changes to net income and other comprehensive income (loss) as presented above. In addition, the balance of retained earnings was revised from \$433 million to \$427 million as of December 31, 2012, as a result of revisions to periods prior to 2013.

The following is a summary of the impacts of change in accounting policy and revisions on the impacted lines of the consolidated statements of cash flows:

<i>(In millions)</i>	Year ended December 31, 2015			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Cash flows from operating activities				
Net income	\$ 579	\$ —	\$ (1)	\$ 578
Adjustments to reconcile net income to net cash provided by operating activities:				
Amortization of deferred acquisition costs and value of business acquired	208	—	(5)	203
Amortization of deferred sales inducements	21	—	(1)	20
Net investment (income) loss	16	—	(8)	8
Net recognized (gains) losses on investments and derivatives	512	—	8	520
Deferred income tax expense	51	—	(18)	33
Changes in operating assets and liabilities:				
Accrued investment income	48	—	(10)	38
Interest sensitive contract liabilities	985	16	(122)	879
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable ¹	(627)	(55)	108	(574)
Current income tax recoverable	(24)	—	39	15
Funds withheld assets and liabilities	(317)	39	—	(278)
Other asset and liabilities	(42)	—	(16)	(58)
Net cash provided by operating activities	1,075	—	(26)	1,049
Cash flows from investing activities				
Other investing activities, net	269	—	10	279
Net cash used in investing activities	(62)	—	10	(52)
Cash flows from financing activities				
Other financing activities, net	5	—	16	21
Net cash used in financing activities	(927)	—	16	(911)
Net increase in cash and cash equivalents	82	—	—	82
Cash and cash equivalents at beginning of year ²	2,638	—	—	2,638
Cash and cash equivalents at end of year²	\$ 2,720	\$ —	\$ —	\$ 2,720
Supplementary information				
Non-cash transactions				
Modco balances settled in investments	\$ —	\$ —	\$ 75	\$ 75

¹ Financial statement line item renamed for the current year presentation

² Includes cash and cash equivalents of consolidated variable interest entities

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following is a summary of the impacts of change in accounting policy and revisions on the impacted lines of the consolidated statements of cash flows:

<i>(In millions)</i>	Year ended December 31, 2014			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Cash flows from operating activities				
Net income	\$ 483	\$ —	\$ (5)	\$ 478
Adjustments to reconcile net income to net cash provided by operating activities:				
Net investment (income) loss	(124)	—	(10)	(134)
Net recognized (gains) losses on investments and derivatives	(1,473)	—	10	(1,463)
Deferred income tax expense	99	—	39	138
Changes in operating assets and liabilities:				
Accrued investment income	(6)	—	10	4
Interest sensitive contract liabilities	2,139	5	—	2,144
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable ¹	(667)	(42)	7	(702)
Current income tax recoverable	(46)	—	(31)	(77)
Funds withheld assets and liabilities	(37)	37	—	—
Other asset and liabilities	(4)	—	(33)	(37)
Net cash provided by operating activities	612	—	(13)	599
Cash flows from investing activities				
Other investing activities, net	(231)	—	(10)	(241)
Net cash provided by investing activities	1,342	—	(10)	1,332
Cash flows from financing activities				
Withdrawals on investment-type policies and contracts	(5,540)	—	(11)	(5,551)
Other financing activities, net	8	—	34	42
Net cash used in financing activities	(2,351)	—	23	(2,328)
Net decrease in cash and cash equivalents	(397)	—	—	(397)
Cash and cash equivalents at beginning of year ²	3,035	—	—	3,035
Cash and cash equivalents at end of year²	\$ 2,638	\$ —	\$ —	\$ 2,638
Supplementary information				
Non-cash transactions				
Modco balances settled in investments	\$ —	\$ —	\$ 6	\$ 6

¹ Financial statement line item renamed for the current year presentation

² Includes cash and cash equivalents of consolidated variable interest entities

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following is a summary of the impacts of change in accounting policy and revisions on the impacted lines of the consolidated statements of cash flows:

<i>(In millions)</i>	Year ended December 31, 2013			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Cash flows from operating activities				
Net income	\$ 973	\$ —	\$ 24	\$ 997
Adjustments to reconcile net income to net cash provided by operating activities:				
Amortization of deferred acquisition costs and value of business acquired	147	—	(3)	144
Bargain purchase gain	(146)	—	(6)	(152)
Deferred income tax benefit	(81)	—	(8)	(89)
Changes in operating assets and liabilities:				
Interest sensitive contract liabilities	467	—	(2)	465
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable ¹	869	(159)	(46)	664
Funds withheld assets and liabilities	(91)	159	—	68
Other asset and liabilities	134	—	13	147
Consolidated variable interest entities related:				
Net recognized gains on investments and derivatives	(650)	—	(5)	(655)
Net cash provided by operating activities	<u>442</u>	<u>—</u>	<u>(33)</u>	<u>409</u>
Cash flows from financing activities				
Withdrawals on investment-type policies and contracts	(2,895)	—	46	(2,849)
Other financing activities, net	(9)	—	(13)	(22)
Net cash used in financing activities	<u>(774)</u>	<u>—</u>	<u>33</u>	<u>(741)</u>
Net increase in cash and cash equivalents	2,673	—	—	2,673
Cash and cash equivalents at beginning of year ²	362	—	—	362
Cash and cash equivalents at end of year²	<u>\$ 3,035</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 3,035</u>
Supplementary information				
Non-cash transactions				
Modco balances settled in investments	\$ —	\$ —	\$ 13	\$ 13

¹ Financial statement line item renamed for the current year presentation

² Includes cash and cash equivalents of consolidated variable interest entities

3. Summary of Significant Accounting Policies

Consolidation and Basis of Presentation—The consolidated financial statements of the Company include our wholly owned subsidiaries, investees we control, and any variable interest entities where we are the primary beneficiary. Investments in entities that we do not control, but have the ability to exercise significant influence over operating and financing decisions, other than investments for which we have elected the fair value option, are accounted for under the equity method. Intercompany balances and transactions have been eliminated.

For entities that are consolidated, but not 100% owned, we allocate a portion of the income or loss and corresponding equity to the owners other than the Company. We include the aggregate of the income or loss and corresponding equity that is not owned by the Company in noncontrolling interests in the consolidated financial statements.

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

We report investments in related parties and assets and liabilities of consolidated VIEs separately, as further described in the accounting policies that follow.

We have prepared the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP), which requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual experience could materially differ from these estimates and assumptions. The Company's principal estimates impact:

- fair value of investments;
- impairment of investments and valuation allowances;
- derivatives valuation, including embedded derivatives;
- deferred acquisition costs (DAC), deferred sales inducements (DSI), and value of business acquired (VOBA);
- future policy benefit reserves;
- valuation allowances on deferred tax assets; and
- stock-based compensation.

Additional details around these principal estimates and assumptions are discussed in the significant accounting policies that follow and the related footnote disclosures.

Investments

Fixed Maturity and Equity Securities – Fixed maturity securities includes bonds, collateralized loan obligations (CLO), asset-backed securities (ABS), residential mortgage-backed securities (RMBS), commercial mortgage-backed securities (CMBS), and redeemable preferred stock. Equity securities includes common stock, mutual funds, and non-redeemable preferred stock. We classify fixed maturity and equity securities as available-for-sale (AFS) or trading at the time of purchase and subsequently carry them at fair value. Fair value hierarchy and valuation methodologies are discussed in *Note 7 – Fair Value*. Classification is dependent on a variety of factors including our expected holding period, election of the fair value option, and asset and liability matching.

AFS Securities – Unrealized gains and losses on AFS securities, net of tax and adjustments to DAC, DSI, VOBA, and future policy benefits, if applicable, are generally reflected in accumulated other comprehensive income (AOCI) on the consolidated balance sheets. Unrealized gains or losses relating to identified risks within AFS securities in fair value hedging relationships are reflected in investment related gains (losses) on the consolidated statements of income.

Trading Securities – We elected the fair value option for certain fixed maturity securities. These fixed maturity securities are classified as trading, with changes to fair value included in investment related gains (losses) on the consolidated statements of income. Although the securities are classified as trading, the trading activity related to these investments is primarily focused on asset and liability matching activities and is not intended to be an income strategy based on active trading. As such, the activity related to these investments on the consolidated statements of cash flows is classified as investing activities. Trading securities include mutual funds supporting unit-linked investment contracts.

We generally record security transactions on a trade date basis, with any unsettled trades recorded in other assets or other liabilities on the consolidated balance sheets. Private placement and investment fund purchases are recorded on a settlement date basis.

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Purchased Credit Impaired (PCI) Securities – We purchase certain structured securities, primarily RMBS, having deterioration in credit quality since their issuance, which meet the definition of PCI securities. We determined, based on our expectations as to the timing and amount of cash flows expected to be received, that it was probable at acquisition that we would not collect all contractually required payments, including both principal and interest and considering the effects of prepayments for these PCI securities. Based on these assumptions, the difference between the undiscounted expected future cash flows of the PCI securities and the recorded investment in the securities represents the initial accretable yield, which is accreted into investment income, net of related expenses, over their remaining lives on a level-yield basis. The difference between the contractually required payments on the PCI securities and the undiscounted expected future cash flows represents the non-accretable difference at acquisition. Over time, based on actual payments received and changes in estimates of undiscounted expected future cash flows, the accretable yield and the non-accretable difference can change.

Quarterly, we evaluate the undiscounted expected future cash flows associated with PCI securities based on updates to key assumptions. Changes to undiscounted expected future cash flows due solely to the changes in the contractual benchmark interest rates on variable rate PCI securities will change the accretable yield prospectively. Declines in undiscounted expected future cash flows due to further credit deterioration, as well as changes in the expected timing of the cash flows, can result in the recognition of an other-than-temporary impairment (OTTI) charge, as PCI securities are subject to our policy for evaluating investments for OTTI. Significant increases in undiscounted expected future cash flows are recognized prospectively as an adjustment to the accretable yield.

Mortgage Loans – Mortgage loans are primarily stated at unpaid principal balance, adjusted for any unamortized premium or discount, and net of valuation allowances. Interest income is accrued on the principal amount of the loan based on its contractual interest rate. We record amortization of premiums and discounts using the effective yield method, and contractual cash flows on the underlying loan. We accrue interest on loans until it is probable we will not receive interest or the loan is 90 days past due. Interest income, amortization of premiums and discounts, and prepayment fees are reported in net investment income on the consolidated statements of income. We have also elected the fair value option on a portion of our mortgage loans.

Investment Funds – We invest in certain non-fixed income, alternative investments in the form of limited partnerships or similar legal structures (investment funds). For investment funds in which we have determined we are not the primary beneficiary, and therefore not required to consolidate, we typically record these investments using the equity method of accounting, where the cost is recorded as an investment in the fund. Adjustments to the carrying amount reflect our pro rata ownership percentage of the operating results as indicated by net asset value (NAV) in the investment fund financial statements, which can be on a lag of up to three months when investee information is not received in a timely manner.

We record our proportionate share of investment fund income within net investment income on the consolidated statements of income. Contributions paid or distributions received by the Company are recorded directly to the investment fund balance as an increase to carrying value or as a return of capital, thus reducing our carrying value.

Policy Loans – Policy loans are funds provided to policyholders in return for a claim on the policy's account value. The funds provided are limited to a specified percentage of the account balance. The majority of policy loans do not have a stated maturity and the balances and accrued interest are repaid with proceeds from the policy account balance. Policy loans are reported at the unpaid principal balance. Interest income is recorded as earned using the contract interest rate and is reported in net investment income on the consolidated statements of income.

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Funds Withheld at Interest – Funds withheld at interest represents a receivable for amounts contractually withheld by ceding companies in accordance with reinsurance agreements in which we act as reinsurer. Assets equal to statutory reserves are withheld and legally owned by the ceding company. We periodically settle interest accruing to those assets at rates defined by the terms of the agreement. The underlying agreements contain embedded derivatives as discussed below.

Real Estate – Real estate investments are stated at cost less accumulated depreciation. Depreciation is recorded on a straight-line basis over the estimated useful life of the asset, which is typically 40 years, and is included in net investment income on the consolidated statements of income. We periodically review our real estate investments for impairment and test for recoverability when events or changes in circumstances indicate the carrying value may not be recoverable and exceeds its estimated fair value. We recognize an impairment to fair value if the carrying amount of a property exceeds the expected undiscounted cash flows.

Real estate investments we commit to a plan to sell within one year and actively market are classified as held for sale. Real estate held for sale is stated at the lower of depreciated cost or estimated fair value less expected disposition costs and is not depreciated.

Short-term Investments – Short-term investments consists of financial instruments with maturities of greater than three months but less than twelve months when purchased. Short-term debt securities are accounted for as trading or available for sale consistent with our policies for those investments. Short-term loans are carried at amortized cost. Fair values are determined consistent with policies described in *Note 7 – Fair Value*, for the respective investment type.

Investment Income – We recognize investment income as it accrues or is legally due, net of investment management and custody fees. Investment income on fixed maturity securities includes coupon interest, as well as the amortization of any premiums and the accretion of any discount. Investment income on equity securities represents dividend income and preferred coupons. Realized gains and losses on sales of investments and other-than-temporary impairments are included on the consolidated statements of income in investment related gains (losses) and other comprehensive income (OCI). Realized gains and losses on investments sold are determined based on a first-in first-out method.

Other-Than-Temporary Impairment – We identify fixed maturity and equity securities that could potentially have impairments that are other-than-temporary by monitoring market events for changes in market interest rates, credit issues, changes in business climate, management changes, litigation, government actions, and other similar factors. Indicators of impairment may include changes in the issuers' credit ratings, late payments, pricing levels, rating agency actions, key financial ratios, financial statements, revenue forecasts, and cash flow projections.

We review all securities on a case-by-case basis to determine whether an other-than-temporary decline in value exists and whether losses should be recognized. We consider relevant facts and circumstances in evaluating whether a credit or interest rate-related impairment of a security is other-than-temporary. Relevant facts and circumstances considered include: (1) the extent and length of time the fair value has been below cost; (2) the reasons for the decline in fair value; (3) the issuer's financial position and access to capital; and (4) for fixed maturity securities, our ability and intent to sell a security or whether it is more likely than not we will be required to sell the security before the recovery of its amortized cost which, in some cases, may extend to maturity and for equity securities, our ability and intent to hold the security for a period of time that allows for the recovery in value. To the extent we determine that a security is other-than-temporarily impaired, an impairment loss is recognized.

We report impairment losses on equity securities in investment related gains (losses) on the consolidated statements of income. The recognition of impairment losses on fixed maturity securities on the consolidated

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financial statements is dependent on the facts and circumstances related to the specific security. If we intend to sell a security or it is more likely than not that we would be required to sell a security before the recovery of its amortized cost less any recorded credit loss, we recognize an OTTI in investment related gains (losses) on the consolidated statements of income for the difference between amortized cost and fair value. If neither of these two conditions exists, then the recognition of the OTTI is bifurcated and we recognize the credit loss portion in investment related gains (losses) on the consolidated statements of income and the non-credit loss portion in AOCI on the consolidated balance sheets.

We estimate the amount of the credit loss component of a fixed maturity security impairment as the difference between amortized cost and the present value of the expected cash flows of the security. The present value is determined using the best estimate cash flows discounted at the effective interest rate implicit to the security at the date of purchase or the current yield to accrete an asset-backed or floating rate security. The techniques and assumptions for establishing the best estimate cash flows vary depending on the type of security. The structured security's cash flow estimates are based on security-specific facts and circumstances that may include collateral characteristics, expectations of delinquency and default rates, loss severity, prepayments, and structural support, including subordination and guarantees. The non-structured security's cash flow estimates are derived from scenario-based outcomes of expected corporate restructurings or the disposition of assets using security-specific facts and circumstances including timing, security interests, and loss severity.

In periods after an OTTI loss is recognized on a fixed maturity security, we report the impaired security as if it had been purchased on the date it was impaired and continue to estimate the present value of the estimated cash flows of the security. Accordingly, the discount (or reduced premium) based on the new cost basis is accreted into net investment income over the remaining term of the fixed maturity security in a prospective manner based on the amount and timing of estimated future cash flows.

For equity method investments, we consider financial and other information provided by the investee, other known information and inherent risks in the underlying investments, as well as future capital commitments, in determining whether an impairment has occurred. Declines in value of equity method investments not expected to be recovered are reflected through impairment in other investment related gains (losses) on the consolidated statements of income.

We impair a mortgage loan when it is probable we will not collect all amounts due under the agreement. We establish a general valuation allowance on mortgage loans based on loss history. Additionally, we establish a valuation allowance on individual loans based on expected losses from future dispositions or settlement, including foreclosures. We calculate the allowance based on how much the carrying value exceeds one of these values:

- the present value of expected future cash flows discounted at the loan's original effective interest rate;
- the value of the loan's collateral if it is in the process of foreclosure or otherwise collateral dependent; or
- the loan's fair value if the loan is being sold.

We first apply any interest accrued or received on the net carrying amount of the impaired loan to the principal of the loan, and once the principal is repaid, we include amounts received in net investment income. We limit accrued interest income on impaired loans to 90 days of interest. Once accrued interest on the impaired loan is received, we recognize interest income on a cash basis. Loans deemed uncollectible or in foreclosure are charged off against the valuation allowances, and subsequent recoveries, if any, are credited to the valuation allowances. Changes in valuation allowances are reported in investment related gains (losses) on the consolidated statements of income.

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The cost of other invested assets is adjusted for impairments in value deemed to be other-than-temporary in the period in which the determination is made. These impairments are included within investment related gains (losses), and the cost basis of the investment securities is reduced accordingly. We do not change the revised cost basis for subsequent recoveries in value.

Derivative Instruments—We invest in derivatives to hedge the risks experienced in our ongoing operations, such as equity risk, interest rate risk, cash flow risks, or for other risk management purposes, which primarily involve managing liability risks associated with our indexed annuity products and reinsurance agreements. Derivatives are financial instruments whose values are derived from interest rates, foreign exchange rates, financial indices or other underlying notional amount. Derivatives are carried at fair value on the consolidated balance sheets in derivative assets and derivative liabilities. We elect to present any derivatives subject to master netting provisions as a gross asset or liability and gross of collateral. Disclosures regarding balance sheet presentation of derivatives subject to master netting agreements are discussed in *Note 5 – Derivative Instruments*. We may designate derivatives as cash flow hedges. Derivatives in cash flow hedge relationships are designated as hedges of interest rate, market, foreign currency, or credit risk. Derivatives designated as cash flow hedges receive specialized accounting treatment and are thus subject to additional documentation and support requirements.

Hedge Documentation and Hedge Effectiveness – To qualify for hedge accounting, at the inception of the hedging relationship, we formally document our risk management objective and strategy for undertaking the hedging transaction, as well as our designation of the hedge as a cash flow hedge. In this documentation, we set forth how the hedging instrument is expected to hedge the designated risks related to the hedged item, the method that will be used to retrospectively and prospectively assess the hedging instrument's effectiveness, and the method which will be used to measure ineffectiveness. A derivative designated as a hedging instrument must be assessed as being highly effective in offsetting the designated risk of the hedged item. Hedge effectiveness is formally assessed at inception and periodically throughout the life of the designated hedging relationship.

Changes in the fair value of the hedging instrument measured as ineffective are reported within investment related gains (losses) on the consolidated statements of income.

For a cash flow hedge, changes in the fair value of the hedging derivative measured as effective are reported within AOCI, and the related gains or losses on the derivative are reclassified into the consolidated statements of income when the cash flows of the hedged item affect earnings. Any ineffectiveness is reported in investment related gains (losses) on the consolidated statements of income each reporting period as effectiveness is assessed.

For a derivative not designated as a hedge, changes in the derivative's fair value are included in investment related gains (losses) on the consolidated statements of income. Any income received or paid on derivatives at the settlement dates is included in net investment income on the consolidated statements of income.

We discontinue hedge accounting prospectively when: (1) we determine the derivative is no longer highly effective in offsetting changes in the estimated cash flows of a hedged item; (2) the derivative expires, is sold, terminated, or exercised; or (3) the derivative is de-designated as a hedging instrument.

When hedge accounting is discontinued, the derivative continues to be carried on the consolidated balance sheets at fair value, with changes in fair value recognized in investment related gains (losses) on the consolidated statements of income.

Embedded Derivatives – We issue and reinsure products, primarily fixed indexed annuity products, or purchase investments that contain embedded derivatives. If we determine the embedded derivative has economic

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characteristics not clearly and closely related to the economic characteristics of the host contract, and a separate instrument with the same terms would qualify as a derivative instrument, the embedded derivative is bifurcated from the host contract and accounted for separately. Embedded derivatives are carried on the consolidated balance sheets at fair value in the same line item as the host contract. Changes in the fair value of embedded derivatives associated with fixed indexed annuities are reflected in interest sensitive contract benefits on the consolidated statements of income. Embedded derivatives that are not clearly and closely related to the host contract within a financial asset are required to be bifurcated and recorded at fair value unless the fair value option is elected on the host contract. Under the fair value option, bifurcation of the embedded derivative is not necessary as all related gains and losses on the host contract and derivative will be reflected within investment related gains (losses) on the consolidated statements of income.

Fixed indexed annuity and universal life insurance contracts allow the policyholder to elect a fixed interest rate return or an equity market component where interest credited is based on the performance of common stock market indices. The equity market option is an embedded derivative, similar to a call option. The benefit reserve is equal to the sum of the fair value of the embedded derivative and the host (or guaranteed) component of the contracts. The fair value of the embedded derivative is computed as the present value of benefits attributable to the excess of the projected policy contract values over the projected minimum guaranteed contract values. The projections of policy contract values are based on assumptions for future policy growth, which include assumptions for expected index credits on the next policy anniversary date, future equity option costs, volatility, interest rates, and policyholder behavior. The projections of minimum guaranteed contract values include the same assumptions for policyholder behavior as were used to project policy contract values. For contracts we issue to policyholders, the embedded derivative cash flows are discounted using the Company's own credit rating. For funds withheld reinsurance contracts, we do not use a credit spread as the funds are backed by the cedant's collateral. The host contract is established at contract inception as the initial account value less the initial fair value of the embedded derivative and accreted over the policy's life. The host contract accretion rate is updated each quarter so that the present value of actual and expected guaranteed cash flows is equal to the initial host value.

Additionally, reinsurance agreements written on a modco or funds withheld basis contain embedded derivatives. The fair value of the embedded derivatives on modco and funds withheld agreements is included in the funds withheld at interest and funds withheld liability lines on the consolidated balance sheets for assumed and ceded agreements, respectively. The change in the fair value of the embedded derivatives is recorded in investment related gains (losses) on the consolidated statements of income. Assumed and ceded earnings from funds withheld at interest, funds withheld liability, and changes in the fair value of embedded derivatives are reported in operating activities on the consolidated statements of cash flows. Contributions to and withdrawals from funds withheld at interest and funds withheld liability are reported in operating activities on the consolidated statements of cash flows.

Variable Interest Entities—An entity that does not have sufficient equity to finance its activities without additional financial support, or in which the equity investors, as a group, do not have the characteristics of a controlling financial interest is a VIE. The determination as to whether an entity qualifies as a VIE depends on the facts and circumstances surrounding each entity and may require significant judgment. Our investment funds generally qualify as VIEs and are evaluated for consolidation under the VIE model.

We are required to consolidate a VIE if we are the primary beneficiary, defined as the variable interest holder with both the power to direct the activities that most significantly impact the VIE's economic performance and rights to receive benefits or obligations to absorb losses that could be potentially significant to the VIE. We determine whether we are the primary beneficiary of an entity based on a qualitative assessment of the VIE's capital structure, contractual terms, nature of the VIE's operations and purpose, and our relative exposure to the

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related risks of the VIE. Since affiliates of Apollo Global Management, LLC (AGM and, together with its subsidiaries, Apollo), a related party, are the decision makers in certain of the investment funds, we and a member of our related party group may together have the characteristics of the primary beneficiary of an investment fund. In this situation, we have generally concluded we are not under common control, as defined by ASU 2015-02, with the related party, and therefore consolidate in the circumstances when substantially all of the activities of the VIE are conducted on our behalf. We reassess the VIE and primary beneficiary determinations on an ongoing basis.

If we are not the primary beneficiary, but are able to exert significant influence over the VIE's operations, we record the VIE as an equity method investment. If we are not able to exercise significant influence, generally on investment funds in which we own a less than a 3% interest, we elect the fair value option.

See *Note 6 – Variable Interest Entities* for discussion of our interest in entities that meet the definition of a VIE.

Business Combinations and Goodwill—Business combination transactions are accounted for under the acquisition method. Accordingly, the purchase consideration is allocated to assets and liabilities based on their estimated fair value at the acquisition date. The consideration for the net assets acquired is determined prior to the assessment of the fair value of the net assets at the acquisition date. We have identified several intangible assets acquired in business combinations including VOBA, acquired distribution channels, and state licenses. We value VOBA as described below under Deferred Acquisition Costs, Deferred Sales Inducements, and Value of Business Acquired. We value distribution channels using the multi-period excess earnings method under the income approach and the state licenses using the market approach. Distribution channels and state licenses are included in other assets on the consolidated balance sheets.

Goodwill represents the excess of purchase consideration over the acquisition date fair value of net assets acquired and is included in the other assets on the consolidated balance sheets for direct acquisitions by the Company. Goodwill representing the excess purchase price paid by ColInvest VII for MidCap Financial Holdings, LLC (MidCap Holdings) over the fair value of the net assets acquired is included in assets of consolidated VIEs on the consolidated balance sheets. As of January 2015, our consolidated VIEs no longer report goodwill as our consolidated VIE, ColInvest VII, no longer consolidates MidCap Holdings as discussed in *Note 6 – Variable Interest Entities*. Goodwill is not amortized but reviewed for impairment annually or more frequently if events occur or circumstances change indicating potential impairment has occurred. Goodwill impairment is first assessed using qualitative factors. Where the qualitative assessment indicates a potential impairment of goodwill, we complete a quantitative goodwill impairment test.

The quantitative goodwill impairment test follows a two-step process. In the first step, the fair value of a reporting unit is compared to its carrying value. If the carrying value of a reporting unit exceeds its fair value, the second step of the impairment test is performed to measure the impairment. In the second step, the fair value of the reporting unit is allocated to all of the assets and liabilities of the reporting unit to determine an implied goodwill value. If the carrying amount of the reporting unit's goodwill exceeds the implied goodwill value, an impairment loss is recognized in an amount equal to the excess.

An excess of the acquisition date fair value of the net assets acquired over the purchase consideration in a business combination is recorded as a bargain purchase gain in the consolidated statements of income. See *Note 8 – Business Combinations* for details of business combination transactions.

Reinsurance—We assume and cede insurance and investment contracts under coinsurance, funds withheld coinsurance (funds withheld), and modified coinsurance (modco). We follow reinsurance accounting for transactions that provide indemnification against loss or liability relating to insurance risk (risk transfer). To meet

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risk transfer requirements, a reinsurance agreement must include insurance risk consisting of underwriting, investment, timing risk, and any other significant risks. Cessions under reinsurance do not discharge our obligations as the primary insurer, unless the requirements of assumption reinsurance have been met. We generally have the right of offset on reinsurance contracts, but have elected to present reinsurance settlement amounts due to and from the Company on a gross basis.

For investment contracts, assets and liabilities assumed or ceded under coinsurance, funds withheld, or modco are presented gross on the consolidated balance sheets. The change in assumed and ceded reserves, deposits, and withdrawals are presented net in the interest sensitive contract benefits line on the consolidated statements of income. For insurance contracts, assets and liabilities assumed or ceded are presented gross on the consolidated balance sheets. The change in assumed and ceded reserves and benefits are presented net in the future policy and other policy benefits line on the consolidated statements of income. Assumed or ceded premiums are included in the premiums line of the consolidated statements of income.

Accounting for reinsurance requires the use of assumptions upon agreement inception, particularly related to the future performance of the underlying business and the potential impact of counterparty credit risks. We attempt to minimize our counterparty credit risk through the structuring of the terms of our reinsurance agreements, including the use of trusts, and we monitor credit ratings of counterparties for signs of declining credit quality. When a ceding company does not report information on a timely basis, we record accruals based on the best available information at the time, which includes the reinsurance agreement terms and historical experience. We periodically compare actual and anticipated experience to the assumptions used to establish reinsurance assets and liabilities. Refer to *Note 9 – Reinsurance* for more information.

Funds Withheld— For business assumed or ceded on a funds withheld basis, a funds withheld segregated portfolio comprised of invested assets and other assets is maintained by the ceding entity, which are sufficient to support the current balance of policy benefit liabilities of the ceded business on a statutory basis. The fair value of the funds withheld account is recorded as a funds withheld asset or liability and accrues interest payable at rates as defined by the agreement terms and is settled periodically. The underlying agreements include embedded derivatives, as further discussed above in the accounting policy for Derivative Instruments and *Note 7 – Fair Value*.

Modified Coinsurance— Modco is similar to funds withheld, except that the policy benefit liabilities are also not transferred to the assuming entity. For business assumed or ceded on a modco basis, the fair value of the funds withheld is accounted for under the same method described for funds withheld reinsurance above. Assumed policy benefit liabilities are included in interest sensitive contract benefits and ceded policy benefit liabilities are included in reinsurance recoverable on the consolidated balance sheets. The underlying agreements include embedded derivatives, as further discussed above in the accounting policy for Derivative Instruments and *Note 7 – Fair Value*.

Cash and Cash Equivalents—Cash and cash equivalents include deposits and short-term highly liquid investments with a maturity of less than 90 days from the date of acquisition. Amounts included are readily convertible to known amounts of cash and are subject to an insignificant risk of change in value.

Restricted Cash—Restricted cash consists of cash and cash equivalents held in funds in trust as part of certain coinsurance agreements to secure all statutory reserves and liabilities of the coinsured parties, as well as assets pledged to secure the obligations under the funding agreements. Restricted cash within consolidated variable interest entities consisted of borrowers' escrows and reserves required to be held in separate accounts with MidCap Holdings' lenders and MidCap Holdings' principal and interest collections pledged to certain credit facilities. As of January 2015, our consolidated VIEs no longer report restricted cash as our consolidated VIE,

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CoInvest VII, no longer consolidates MidCap Holdings as discussed in *Note 6 – Variable Interest Entities*. Restricted cash is reported as a separate line item on the consolidated balance sheets. Changes in the restricted cash balance are reported in investing activities on the consolidated statements of cash flows.

Investments in Related Parties—Investments in related parties and associated earnings, other comprehensive income, and cash flows are separately identified on the consolidated financial statements and accounted for consistently with the policies described above for each category of investment.

Deferred Acquisition Costs, Deferred Sales Inducements, and Value of Business Acquired

Deferred Acquisition Costs and Deferred Sales Inducements – Costs related to direct and successful efforts of acquiring new business are deferred to the extent they are recoverable from future premiums or gross profits. These costs consist of commissions and policy issuance costs, as well as sales inducements credited to policyholder account balances. We adjust the DAC and DSI balances due to the OCI effects of net unrealized investment gains and losses on AFS securities. We perform periodic tests to determine if the deferred costs remain recoverable, including at issue. If financial performance significantly deteriorates to the point where a premium deficiency exists, then we record a cumulative charge to the current period. Each reporting period, we update estimated gross profits with actual gross profits as part of the amortization process for the interest sensitive policies. We also periodically revise the key assumptions used in the calculation of the amortization of DAC which results in revisions to the estimated future gross profits. The effects of changes in assumptions are recorded as unlocking in the period in which the changes are made.

Deferred costs related to interest sensitive life and investment-type policies, with significant revenue streams from sources other than investment of the policyholder funds, are amortized over the lives of the policies, in relation to the present value of gross profits including investment spread margins, surrender charge income, policy administration, changes in the guaranteed lifetime withdrawal benefit (GLWB) and guaranteed minimum death benefit (GMDB) reserves, and realized gains and losses on investments. Current period gross profits for fixed indexed annuities also include the impact of amounts for the change in fair value of the derivatives and the change in fair value of the embedded derivatives. Estimates of the future gross profits are based on assumptions using accepted actuarial methods. The balances associated with the preceding amortization methodology are recorded in deferred acquisition costs, deferred sales inducements, and value of business acquired on the consolidated balance sheets.

Deferred costs related to contracts with only investment related sources of revenues are amortized using the interest method. The interest method amortizes the deferred costs by discounting the future liability cash flows at a break-even rate. The break-even rate is solved such that the present value of future liability cash flows is equal to the net liability at the inception of the contract. The balances associated with this amortization methodology are recorded in deferred acquisition costs, deferred sales inducements, and value of business acquired on the consolidated balance sheets.

Value of Business Acquired – We establish VOBA for insurance contract blocks assumed with the acquisition of insurance entities. We record the fair value of the liabilities assumed in two components: reserves and VOBA. Reserves are established using our best estimate assumptions, and are further described in future policy benefits and interest sensitive contract liabilities. VOBA is the difference between the fair value and the reserves. VOBA can be either positive or negative. For interest sensitive life and investment-type contracts, any negative VOBA is recorded in interest sensitive contract liabilities on the consolidated balance sheets. For long duration and insurance contracts, any negative VOBA is recorded as part of future policy benefits on the consolidated balance sheets. Positive VOBA is recorded in deferred acquisition costs, deferred sales inducements, and value of business acquired on the consolidated balance sheets.

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VOBA associated with funding agreements and immediate annuity contracts classified as investment contracts is amortized using the interest method. VOBA associated with immediate annuity contracts classified as long duration contracts is amortized at a constant rate in relation to net policyholder liabilities. For accumulation products, which include interest sensitive life and investment-type contracts with significant non-investment sources of revenue, VOBA is amortized in relation to the present value of estimated gross profits using methods consistent with those used to amortize DAC. Negative VOBA is amortized at a constant rate in relation to applicable net policyholder liabilities.

We adjust the VOBA balance due to the OCI effects of unrealized investment gains or losses on AFS securities. We perform periodic tests to determine if the VOBA remains recoverable. If financial performance significantly deteriorates to the point where a premium deficiency exists, then we record a cumulative charge to the current period. Each reporting period, we update estimated gross profits with actual gross profits as part of the amortization process for the interest sensitive policies. We also periodically revise the key assumptions used in the calculation of the amortization of the VOBA which results in updates to the estimated future gross profits. The effects of changes in estimated future gross profits are recorded in the period in which the changes are made.

See *Note 10 – Deferred Acquisition Costs, Deferred Sales Inducements, and Value of Business Acquired* for further discussion.

Loans Held for Investment—Loans presented within assets of consolidated variable interest entities on the consolidated balance sheets consisted of commercial, industrial, and commercial real estate loans originated by MidCap Holdings. These loans were held for investment and MidCap Holdings had the ability and intent to hold them for the foreseeable future. We elected the fair value option to account for the loans held for investment and thus were carried at fair value. As of January 2015, our consolidated VIEs no longer report loans held for investment as our consolidated VIE, CoInvest VII, no longer consolidates MidCap Holdings as discussed in *Note 6 – Variable Interest Entities*.

Interest Sensitive Contract Liabilities—Interest sensitive life and investment-type contracts include fixed indexed and traditional fixed annuities in the accumulation phase, funding agreements, universal life insurance, fixed indexed universal life insurance, unit-linked contracts, and immediate annuities without significant mortality risk. We carry liabilities for fixed annuities, universal life insurance, unit-linked contracts, and funding agreements at the account balances without reduction for potential surrender or withdrawal charges, except for a block of universal life business ceded to Global Atlantic Financial Group Limited (Global Atlantic) which we carry at fair value. Liabilities for immediate annuities without significant mortality risk are calculated as a present value of future liability cash flows at contractual interest rates.

Changes in the interest sensitive contract liabilities are recorded in interest sensitive contract benefits or product charges on the consolidated statements of income. Interest sensitive contract liabilities are not reduced for amounts ceded under coinsurance agreements which are reported as reinsurance recoverable on the consolidated balance sheets. See *Note 9 – Reinsurance* for more information on reinsurance.

Future Policy Benefits—We issue contracts classified as long-duration, which includes endowments, term and whole life, accident and health, disability, and deferred and immediate annuities with life contingencies. Liabilities for non-participating long-duration contracts are established using accepted actuarial valuation methods which require the use of assumptions related to expenses, investment yields, mortality, morbidity, and persistency, with a provision for adverse deviation, at the date of issue or acquisition. Liabilities for participating long-duration contracts are established using accepted actuarial valuation methods, which require the use of guaranteed interest and mortality assumptions. As of December 31, 2015, and 2014, the reserve investment yield assumptions range from 1.25% to 5.44% and are specific to our expected earned rate on the asset portfolio

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supporting the reserves. We base other key assumptions, such as mortality and morbidity, on industry standard data adjusted to align with actual company experience, if necessary.

For long-duration contracts, the assumptions are locked in at contract inception and only modified if we deem the reserves to be inadequate. We periodically review actual and anticipated experience compared to the assumptions used to establish policy benefits. If the net GAAP liability (gross reserves less DAC, DSI, and VOBA) is less than the gross premium liability, impairment is deemed to have occurred, and the DAC, DSI, and VOBA asset balances are reduced until the net GAAP liability is equal to the gross premium liability. For deferred annuity policies classified as insurance contracts, if the DAC, DSI, and VOBA asset balances are completely written off and the net GAAP liability is still less than the gross premium liability, then an additional liability is posted to arrive at the gross premium liability.

We issue and reinsure deferred annuity contracts which contain GLWB and GMDB riders. We establish future policy benefits for GLWB and GMDB by estimating the expected value of withdrawal and death benefits in excess of the projected account balance. We recognize the excess proportionally over the accumulation period based on total expected assessments. The methods we use to estimate the liabilities have assumptions about policyholder behavior, mortality, and market conditions affecting the account balance growth.

Future policy benefits includes liabilities for no-lapse guarantees on universal life insurance and fixed indexed universal life insurance. We establish future policy benefits for no-lapse guarantees by estimating the expected value of death benefits paid after policyholder account balances have been exhausted. We recognize these benefits proportionally over the life of the contracts based on total expected assessments. The methods we use to estimate the liabilities have assumptions about policyholder behavior, mortality, and market conditions affecting the account balance growth.

Changes in future policy benefits are recorded in future policy and other policy benefits on the consolidated statements of income. Future policy benefits are not reduced for amounts ceded under coinsurance agreements which are reported as reinsurance recoverable on the consolidated balance sheets. See *Note 9 – Reinsurance* for more information on reinsurance.

Closed Block Business—Two closed blocks of policies were established in connection with the reorganization of two predecessor subsidiaries from mutual companies to stock companies (collectively referred to as the Closed Blocks and individually referred to as the AmerUs Closed Block and the ILICO Closed Block). Insurance policies which had a dividend scale in effect as of each closed block establishment date were included in the respective closed block. The Closed Blocks were designed to give reasonable assurance to owners of insurance policies included therein that, after the reorganization, assets would be available to maintain the dividend scales and interest credits in effect prior to the reorganization, if the experience underlying such scales and crediting continued. The assets, including related revenue, allocated to the Closed Blocks will accrue solely to the benefit of the policyholders included in the Closed Blocks until they no longer exist. A policyholder dividend obligation is required to be established for earnings in the Closed Blocks that are not available to the shareholders. See *Note 11 – Closed Block* for more information on the Closed Blocks.

Other Policy Claims and Benefits—Other policy claims and benefits include amounts payable relating to in course of settlements (ICOS) and incurred but not reported (IBNR) liabilities associated with interest sensitive contract liabilities and future policy benefits. For traditional life and universal life policies, ICOS claim liabilities are established when we are notified of the death of the policyholder but the claim has not been paid as of the reporting date. For immediate annuities and supplemental contracts, ICOS claim liabilities are established to accrue suspended benefit payments between the date of notification of death and the date of verification of death.

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We determine IBNR claim liabilities using studies of past experience. The time that elapses from the death or claim date to when the claim is reported to us can vary significantly by product type, but generally ranges between one to six months for life business. We estimate IBNR claims on an undiscounted basis, using actuarial estimates of historical claims expense, adjusted for current trends and conditions. These estimates are continually reviewed and the ultimate liability may vary significantly from the amount recognized.

Dividends Payable to Policyholders—Participating policies entitle the policyholders to receive dividends based on actual interest, mortality, morbidity, and expense experience for the year. Dividends are distributed to the policyholders through annual or terminal dividends, which the Board of Directors of the applicable insurance subsidiary approves. As of December 31, 2015, and 2014, 78% and 49%, respectively, of traditional life policies inclusive of ceded policies were paying dividends, and the related liability is recorded in dividends payable to policyholders on the consolidated balance sheets. Premiums related to policies paying dividends represented 22%, 11%, and 10% of total life insurance direct premiums and deposits for the years ended December 31, 2015, 2014, and 2013, respectively. Traditional life policies inclusive of ceded policies represented 78% and 49% of the Company's individual life policies in force as of December 31, 2015, and 2014, respectively.

As of December 31, 2015, all of the non-separate account unit-linked policies were paying dividends, and the related liability is recorded in dividends payable to policyholders on the consolidated balance sheets. There were no material deposits related to non-separate account unit-linked policies paying dividends for the year ended December 31, 2015. Non-separate account unit-linked policies represented 2% of the Company's interest sensitive contracts in force as of December 31, 2015. We did not have non-separate account unit-linked policies as of December 31, 2014, or 2013, since we acquired them in connection with the acquisition of Delta Lloyd Deutschland AG (DLD) on October 1, 2015, as discussed in *Note 8 – Business Combinations*.

Policyholder dividend liabilities are recorded in dividends payable to policyholders on the consolidated balance sheets and policyholder dividends are recorded in dividends to policyholders on the consolidated statements of income. For participating policies issued by our German subsidiaries, dividends payable to policyholders includes an adjustment to recognize timing differences between GAAP and local statutory earnings that reverse and enter into future calculations of dividends to policyholders. Except for changes due to unrealized gains or losses on AFS securities, the change in this adjustment is recorded in dividends to policyholders on the consolidated statements of income. Changes in this adjustment due to unrealized gains or losses on AFS securities are recorded in OCI.

Stock-Based Compensation—We have stock-based compensation plans under which restricted, incentive compensation share awards may be granted to the Company's employees and directors, and employees of Athene Asset Management, L.P. (AAM), an affiliated entity, as described in *Note 14 – Stock-based Compensation*. We recognize the fair value of stock-based compensation over a participant's requisite service period through a charge to compensation expense and a corresponding entry to equity or a liability based on vesting criteria and other pertinent terms of the awards. Stock-based awards are accounted for as equity awards in instances where the awards' vesting are linked to a market, performance, or service condition. Equity awards to employees are generally expensed based on the grant date fair value. For equity awards issued to non-employees, the fair value is remeasured through completion of counterparty performance. Employee and non-employee stock-based awards are accounted for as liabilities in instances where the awards' vesting criteria are linked to a factor other than a market, performance, or service condition. Liability awards are remeasured until settlement. In the event that awards are reclassified from liability to equity due to modification or other changes in circumstances, they are remeasured at fair value through the date of reclassification.

Earnings Per Share—We compute basic earnings per share (EPS) by dividing unrounded net income available to Athene Holding Ltd. shareholders by the weighted average number of Class A and Class B common shares

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outstanding for the period. As a result, it may not be possible to recalculate EPS as presented in our consolidated financial statements. Diluted earnings per share includes the effect of all potentially dilutive common shares outstanding during the period. See *Note 15 – Earnings Per Share* for further information.

Foreign Currency—The accounts of foreign-based subsidiaries are measured using the functional currency of the subsidiary. Revenue and expenses of these businesses are translated into United States dollars at the average exchange rate for the period. Assets and liabilities are translated at the exchange rate as of the end of the reporting period. The resulting translation adjustments are included in equity as a component of AOCI. Gains or losses arising from transactions denominated in a currency other than the functional currency of the entity that is party to the transaction are included in net income.

Recognition of Revenues and Related Expenses—Revenues for annuity and universal life-type products, including surrender and market value adjustments, costs of insurance, policy administration, GMDB, GLWB, and no-lapse guarantee charges, are earned when assessed against policyholder account balances during the period. Interest sensitive contract benefits related to annuity products include interest credited to policyholder account balances. In addition, the change in fair value of embedded derivatives within fixed indexed annuity contracts is included in interest sensitive contract benefits on the consolidated statements of income.

For certain assumed reinsurance transactions involving in force blocks of business, the ceding company may pay a premium equal to the initial required reserve (future policy benefit). In such transactions, we net the expense associated with the establishment of the reserve against the premiums from the transaction in interest sensitive contract benefits on the consolidated statements of income.

Premiums for traditional life insurance products, including products with fixed and guaranteed premiums and benefits, are recognized as revenues when due from policyholders.

All insurance related revenue is reported net of reinsurance ceded.

Income Taxes—We compute income taxes using the asset and liability method, under which deferred income taxes are provided for the temporary differences between the financial statement carrying amounts and the tax basis of our assets and liabilities using estimated tax rates expected to be in effect for the year in which the differences are expected to reverse. Changes in deferred tax assets and liabilities attributable to changes in enacted income tax rates are recorded in the period of enactment. Such temporary differences are primarily due to the tax basis of reserves, DAC, unrealized investment gains/losses, reinsurance related differences, embedded derivatives, and net operating loss carryforwards. Changes in deferred income tax assets and liabilities associated with components of OCI are recorded directly to OCI. We routinely evaluate the likelihood of realizing the benefit of our deferred tax assets and may record a valuation allowance if, based on all available evidence, we determine that it is more likely than not that some portion of the tax benefit will not be realized. We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the relevant taxing authorities, based on the technical merits of our position. We recognize any income tax interest and penalties in income tax expense.

See *Note 17 – Income Taxes* for discussion on withholding taxes for undistributed earnings of subsidiaries.

Adopted Accounting Pronouncements

Business Combinations – Measurement-Period Adjustments (ASU 2015-16)

This update eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Alternatively, an acquirer should recognize a measurement-period adjustment

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during the period in which it determines the amount of the adjustment. We elected to early adopt this standard effective October 1, 2015, and the adoption did not have a material impact to our consolidated financial statements.

Debt Issuance Costs (ASU 2015-15 and 2015-03)

These updates require debt issuance costs related to a recognized debt liability or line of credit arrangement to be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability and bring existing SEC guidance into conformity with this debt issuance cost guidance. We elected to early adopt this standard effective January 1, 2015, and the adoption did not have a material impact to our consolidated financial statements.

Consolidation Analysis (ASU 2015-02)

This update changes the analysis a reporting entity performs to determine whether it should consolidate certain types of legal entities. The Company elected to adopt this guidance effective July 1, 2015, using the full retrospective method. The Company's consolidated financial statements for the year ended December 31, 2014, were reissued to reflect the results of the retrospective adoption.

The adoption of ASU 2015-02 resulted in the following changes to our consolidation assessment of certain variable interest entities (VIEs):

- Two real estate investment funds and one mortgage investment fund, which we previously consolidated, are deemed to be investment companies. Under the previous guidance, we were determined to be the primary beneficiary as we receive the majority of the rights to receive benefits or absorb losses. Upon adoption of ASU 2015-02, we concluded that substantially all of the activities of the VIE were not conducted on our behalf. Therefore, these VIEs are accounted for under the equity method of accounting upon adoption of ASU 2015-02.
- AAA Investments (Co-Invest VI), L.P. (CoInvest VI), AAA Investments (Co-Invest VII), L.P. (CoInvest VII), AAA Investments (Other), L.P. (CoInvest Other), and London Prime Apartments Guernsey Holdings Limited (London Prime) were previously not consolidated as they did not meet the definition of an investment company and the general partners in each of these funds had been determined to be the primary beneficiary as they had met both the power and economics criteria, or had been determined to be the most closely associated with these investment funds upon application of the related party tiebreaker criteria. Upon adoption of ASU 2015-02, the Company concluded that fees paid to the decision maker were not deemed variable interests. Substantially all of the activities of these VIEs were being conducted on our behalf and, therefore, are consolidated upon adoption of ASU 2015-02.
- The consolidation of CoInvest Fund VII also includes the consolidated financial results of its investee, MidCap Holdings, as of December 31, 2014. As of January 2015, MidCap Holdings is no longer consolidated by CoInvest VII as described in *Note 6 – Variable Interest Entities*.

Transfers and Servicing (ASU 2014-11)

This update requires repurchase-to-maturity transactions and repurchase financing arrangements be accounted for as secured borrowings and provides for enhanced disclosures, including the nature of collateral pledged and the time to maturity. We fully adopted this standard effective January 1, 2015, and the adoption did not have a material impact to our consolidated financial statements.

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Discontinued Operations (ASU 2014-08)

This update changes the criteria related to reporting discontinued operations and introduces new disclosures. We adopted this standard effective January 1, 2015, and the adoption did not have a material impact to our consolidated financial statements.

Troubled Debt Restructuring (ASU 2014-04)

This update clarifies when an in substance repossession or foreclosure occurs, and when a creditor is considered to have received physical possession of residential real estate property collateralizing a consumer mortgage loan. We adopted this standard effective January 1, 2015, and the adoption did not have a material impact to our consolidated financial statements.

Recently Issued Accounting Pronouncements

Revenue Recognition (ASU 2016-11, ASU 2016-10, ASU 2016-08, ASU 2015-14, and ASU2014-09)

ASU 2014-09 indicates an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2015-14 provided for a one-year deferral of the effective date, which will require us to adopt this standard effective January 1, 2018. ASU 2016-08 amends the principal-versus-agent implementation guidance and illustrations in ASU 2014-09. ASU 2016-10 clarifies the identification of performance obligations as well as licensing implementation guidance. ASU 2016-11 brings existing SEC guidance into conformity with revenue recognition accounting guidance of ASU 2014-09 discussed above. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Improvements to Employee Share-Based Payment Accounting (ASU 2016-09)

This update simplifies several aspects of the accounting for share-based payment award transactions, including income tax consequences, forfeitures, and classification on the statement of cash flows. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Equity Method and Joint Ventures (ASU 2016-07)

This update eliminates the retroactive adjustments to an investment upon it qualifying for the equity method of accounting as a result of an increase in the level of ownership interest or degree of influence by the investor. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Derivatives and Hedging – Contingent Put and Call Options (ASU 2016-06)

This update is intended to clarify the requirements for assessing whether contingent call (put) options that can accelerate the payment of principal on debt instruments are clearly and closely related to debt hosts. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Derivatives and Hedging – Effects of Derivative Contract Novation (ASU 2016-05)

This update is intended to clarify that a change in the counterparty to a derivative instrument that has been designated as the hedging instrument does not, in and of itself, require a de-designation of that hedging relationship provided all other hedge accounting criteria continue to be met. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

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Leases (ASU 2016-02)

This update is intended to increase transparency and comparability for lease transactions. A lessee is required to recognize an asset and a liability for all lease arrangements longer than 12 months. Lessor accounting is largely unchanged. We will be required to adopt this standard effective January 1, 2019. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Financial Instruments – Recognition and Measurement (ASU 2016-01)

This update retains the current accounting for classifying and measuring investments in debt securities and loans, but requires equity investments to be measured at fair value with subsequent changes recognized in net income, except for those accounted for under the equity method or requiring consolidation. We will be required to adopt this standard effective January 1, 2018. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Fair Value Measurement – Net Asset Value (ASU 2015-07)

This update has a disclosure-only impact for entities that measure investments using net asset value per share under the practical expedient in the fair value measurement guidance. We will be required to adopt this standard effective January 1, 2016. We do not expect the adoption of this update to have a material effect on our consolidated financial statements.

Cloud Computing Arrangements (ASU 2015-05)

This update clarifies whether a cloud computing arrangement is an intangible asset or a service contract. We will be required to adopt this standard effective January 1, 2016. We do not expect the adoption of this update to have a material effect on our consolidated financial statements.

Stock-Based Compensation (ASU 2014-12)

This update requires a performance target in a share-based payment arrangement that affects vesting and that could be achieved after the requisite service period to be treated as a performance condition. The requisite service period ends when the employee can cease rendering service and still be eligible to vest in the award if the performance target is achieved. We will be required to adopt this standard effective January 1, 2016. We do not expect the adoption of this update to have a material effect on our consolidated financial statements.

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4. Investments

AFS Securities—The following table represents our AFS investments by asset type. Our AFS investment portfolio includes direct investments in affiliates of Apollo where Apollo can exercise significant influence over the affiliates. These investments are presented as investments in related parties on the consolidated balance sheets, and are separately disclosed below.

	December 31, 2015				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI in AOCI
<i>(In millions)</i>					
Fixed maturity securities					
U.S. government and agencies	\$ 44	\$ 1	\$ —	\$ 45	\$ —
U.S. state, municipals, and political subdivisions	1,075	100	(10)	1,165	7
Foreign governments	2,467	17	(20)	2,464	—
Corporate	26,979	523	(566)	26,936	2
CLO	4,943	4	(392)	4,555	—
ABS	2,944	33	(59)	2,918	—
CMBS	1,725	33	(20)	1,738	—
RMBS	8,050	128	(183)	7,995	6
Total fixed maturity securities	48,227	839	(1,250)	47,816	15
Equity securities	367	40	—	407	—
Total AFS securities	48,594	879	(1,250)	48,223	15
Fixed maturity securities – related party					
CLO	271	—	(23)	248	—
ABS	61	—	(1)	60	—
Total AFS securities – related party	332	—	(24)	308	—
Total AFS securities including related party	\$ 48,926	\$ 879	\$ (1,274)	\$ 48,531	\$ 15

	December 31, 2014				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI in AOCI
<i>(In millions)</i>					
Fixed maturity securities					
U.S. government and agencies	\$ 68	\$ 3	\$ —	\$ 71	\$ —
U.S. state, municipals, and political subdivisions	1,304	168	(1)	1,471	—
Corporate	26,750	1,062	(90)	27,722	—
CLO	3,719	16	(115)	3,620	1
ABS	2,636	48	(18)	2,666	—
CMBS	2,890	54	(14)	2,930	—
RMBS	6,040	221	(38)	6,223	4
Total fixed maturity securities	43,407	1,572	(276)	44,703	5
Equity securities	142	48	—	190	—
Total AFS securities	43,549	1,620	(276)	44,893	5
Fixed maturity securities – related party					
CLO	270	—	(10)	260	—
ABS	66	—	—	66	—
Total fixed maturity securities – related party	336	—	(10)	326	—
Total AFS securities including related party	\$ 43,885	\$ 1,620	\$ (286)	\$ 45,219	\$ 5

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The amortized cost and fair value of fixed maturity AFS securities, including related party fixed maturity AFS securities, are shown by contractual maturity below.

<i>(In millions)</i>	December 31, 2015	
	Amortized Cost	Fair Value
Due in one year or less	\$ 1,167	\$ 1,165
Due after one year through five years	6,441	6,464
Due after five years through ten years	11,579	11,532
Due after ten years	11,378	11,449
ABS, CLO, CMBS, and RMBS	17,662	17,206
Total fixed maturity securities	48,227	47,816
Fixed maturity securities – related party, ABS and CLO	332	308
Total fixed maturity securities including related party	\$ 48,559	\$ 48,124

Actual maturities can differ from contractual maturities as borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

Unrealized Losses on AFS Securities—The following summarizes the fair value and gross unrealized losses for AFS securities, including related party AFS securities, aggregated by class of security and length of time the fair value has remained below amortized cost:

<i>(In millions)</i>	December 31, 2015					
	Less than 12 months		12 months or greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Fixed maturity securities						
U.S. government and agencies	\$ 4	\$ —	\$ 2	\$ —	\$ 6	\$ —
U.S. state, municipals, and political subdivisions	63	(9)	8	(1)	71	(10)
Foreign governments	711	(20)	—	—	711	(20)
Corporate	7,810	(450)	554	(116)	8,364	(566)
CLO	2,934	(169)	1,555	(223)	4,489	(392)
ABS	1,484	(37)	371	(22)	1,855	(59)
CMBS	577	(11)	119	(9)	696	(20)
RMBS	4,672	(128)	995	(55)	5,667	(183)
Total AFS securities	18,255	(824)	3,604	(426)	21,859	(1,250)
Fixed maturity securities – related party						
CLO	139	(14)	72	(9)	211	(23)
ABS	60	(1)	—	—	60	(1)
Total fixed maturity securities – related party	199	(15)	72	(9)	271	(24)
Total AFS securities including related party	\$ 18,454	\$ (839)	\$3,676	\$ (435)	\$ 22,130	\$ (1,274)

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	December 31, 2014					
	Less than 12 months		12 months or greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<i>(In millions)</i>						
Fixed maturity securities						
U.S. state, municipals, and political subdivisions	\$ 51	\$ (1)	\$ —	\$ —	\$ 51	\$ (1)
Corporate	3,237	(80)	294	(10)	3,531	(90)
CLO	2,875	(109)	153	(6)	3,028	(115)
ABS	1,125	(9)	167	(9)	1,292	(18)
CMBS	974	(9)	109	(5)	1,083	(14)
RMBS	2,220	(32)	76	(6)	2,296	(38)
Total AFS securities	10,482	(240)	799	(36)	11,281	(276)
Fixed maturity securities – related party, CLO	239	(10)	—	—	239	(10)
Total AFS securities including related party	\$ 10,721	\$ (250)	\$ 799	\$ (36)	\$ 11,520	\$ (286)

At December 31, 2015, we held 2,855 AFS securities that were in an unrealized loss position. Of this total, 614 were in an unrealized loss position longer than 12 months. At December 31, 2015, we held 21 related party AFS securities that were in an unrealized loss position. Of this total, eight were in an unrealized loss position longer than 12 months. We did not recognize the unrealized losses in income because we have the intent and ability to hold these securities until sale or maturity, and believe the securities will recover the amortized cost basis prior to sale or maturity.

Other-Than-Temporary Impairments on AFS Securities—For the year ended December 31, 2015, on total AFS securities including related party of \$48,531 million, we incurred \$30 million of net OTTI losses, of which \$9 million related to intent-to-sell impairments. These securities were impaired to fair value as of the impairment date. The remainder of net OTTI losses of \$21 million related to credit impairments, of which \$1 million related to credit loss impairments that we impaired to fair value and did not bifurcate a portion of the impairment in AOCI, and is also excluded from the rollforward below.

The following table represents a rollforward of the cumulative amounts recognized on the consolidated statements of income for OTTI related to pre-tax credit loss impairments on AFS fixed maturity securities, for which a portion of the securities' total OTTI was recognized in AOCI:

	Years ended December 31,		
	2015	2014	2013
<i>(In millions)</i>			
Beginning balance	\$ 8	\$ 3	\$ 10
Initial impairments – credit loss OTTI recognized on securities not previously impaired	19	3	—
Additional impairments – credit loss OTTI recognized on securities previously impaired	1	2	—
Reduction in impairments from securities sold	(2)	—	(7)
Reduction for credit loss that no longer has a portion of the OTTI loss recognized in AOCI	(4)	—	—
Ending balance	\$ 22	\$ 8	\$ 3

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Net Investment Income—Net investment income by asset type consists of the following:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
AFS securities			
Fixed maturity securities	\$ 2,051	\$ 1,868	\$ 811
Equity securities	7	6	4
Trading securities	196	136	82
Mortgage loans, net of allowances	320	347	128
Investment funds	109	177	112
Cash and cash equivalents	2	5	1
Funds withheld at interest and modco	54	46	47
Policy loans	21	16	6
Other investments	21	3	7
Investment revenue	2,781	2,604	1,198
Investment expenses	(273)	(271)	(124)
Net investment income	\$ 2,508	\$ 2,333	\$1,074

Investment Related Gains (Losses)—Investment related gains (losses) by asset type consist of the following:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
AFS fixed maturity securities			
Gross realized gain on investment activity	\$ 150	\$ 203	\$130
Gross realized loss on investment activity	(86)	(22)	(44)
Net realized investment gains on fixed maturity securities	64	181	86
AFS equity securities			
Gross realized gain on investment activity	1	1	8
Gross realized loss on investment activity	—	—	(1)
Net realized investment gains on equity securities	1	1	7
Net realized investment gains (losses) on trading securities	(228)	242	130
Derivative gains (losses)	(277)	792	707
Other gains (losses)	10	(6)	(3)
Investment related gains (losses)	\$ (430)	\$ 1,210	\$927

Proceeds from sales of AFS securities were \$6,899 million, \$6,391 million, and \$6,788 million, for the years ended December 31, 2015, 2014, and 2013, respectively.

Included in net realized investment gains (losses) on trading securities are losses of \$133 million, gains of \$258 million, and losses of \$73 million resulting from the change in unrealized gains or losses for the underlying bonds we still held as of December 31, 2015, 2014, and 2013, respectively. Also included in net realized investment gains (losses) on trading securities are related party losses of \$10 million, gains of \$13 million, and gains of \$22 million resulting from the change in unrealized gains or losses for the underlying bonds we still held as of December 31, 2015, 2014, and 2013, respectively.

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Purchased Credit Impaired (PCI) Securities—The following table summarizes our PCI securities, which are included in AFS fixed maturity securities:

<i>(In millions)</i>	December 31,	
	2015	2014
Contractually required payments ¹	\$ 7,291	\$ 6,624
Less: Cash flows expected to be collected ²	(4,986)	(4,632)
Non-accretable difference	\$ 2,305	\$ 1,992
Cash flows expected to be collected	\$ 4,986	\$ 4,632
Less: Amortized cost	(3,673)	(3,302)
Accretable difference	\$ 1,313	\$ 1,330
Fair value	\$ 3,647	\$ 3,432

¹ Includes principal and accrued interest.

² Represents the acquisition date undiscounted principal and interest cash flows expected.

We acquired PCI investments with the following amounts at the time of purchase:

<i>(In millions)</i>	December 31,	
	2015	2014
Contractually required principal and interest	\$ 1,999	\$ 4,167
Expected cash flows	1,277	2,400
Estimated fair value	937	2,375

The following tables summarize the activity for the accretable yield on PCI securities:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Beginning balance	\$ 1,330	\$ 1,254	\$ 636
Purchases of PCI securities, net	243	513	683
Accretion	(113)	(117)	(72)
Changes in expected cash flows	(147)	(320)	7
Ending balance	\$ 1,313	\$ 1,330	\$ 1,254

Mortgage Loans—Mortgage loans, net of allowances, consist of the following:

<i>(In millions)</i>	December 31,	
	2015	2014
Commercial mortgage loans	\$ 5,400	\$ 5,465
Residential mortgage loans	100	—
Mortgage loans, net of allowances	\$ 5,500	\$ 5,465

We primarily make commercial mortgage loans on income producing properties including hotels, industrial properties, retail buildings, and office buildings. We diversify the commercial mortgage loan portfolio by

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geographic region and property type to reduce concentration risk. Typically, we only lend up to 75% of the estimated fair value of the underlying real estate to manage risk in origination of a commercial mortgage loan. Subsequent to origination, we evaluate mortgage loans based on relevant current information to confirm if properties are performing at a consistent and acceptable level to secure the related debt.

The distribution of commercial mortgage loans, net of valuation allowances, by property type and geographic region is as follows:

	December 31,			
	2015		2014	
<i>(In millions)</i>	Net Carrying Value	Percentage of Total	Net Carrying Value	Percentage of Total
Property type				
Hotels	\$ 877	16.2%	\$ 705	12.9%
Retail	1,230	22.8%	1,338	24.5%
Office building	1,274	23.6%	1,301	23.8%
Industrial	821	15.2%	936	17.1%
Apartment	907	16.8%	809	14.8%
Other commercial	291	5.4%	376	6.9%
Total commercial mortgage loans	\$ 5,400	100.0%	\$ 5,465	100.0%
U.S. Region				
East North Central	\$ 443	8.2%	\$ 494	9.0%
East South Central	129	2.4%	151	2.8%
Middle Atlantic	804	14.9%	786	14.4%
Mountain	583	10.8%	692	12.7%
New England	181	3.3%	142	2.6%
Pacific	838	15.5%	836	15.3%
South Atlantic	1,231	22.8%	1,228	22.5%
West North Central	291	5.4%	320	5.8%
West South Central	792	14.7%	816	14.9%
Total U.S. Region	5,292	98.0%	5,465	100.0%
International Region	108	2.0%	—	—%
Total commercial mortgage loans	\$ 5,400	100.0%	\$ 5,465	100.0%

Mortgage Loan Valuation Allowance—We have a high quality, well performing commercial mortgage loan portfolio with the majority of mortgage loans classified as performing at December 31, 2015, and 2014. We have established a valuation allowance for collection loss on the mortgage loan portfolio. The valuation allowance was \$2 million and \$1 million at December 31, 2015, and 2014, respectively. There were no material impairments recorded or significant activity in the valuation allowance during the years ended December 31, 2015, 2014, and 2013.

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The following provides the aging of our commercial mortgage loan portfolio, net of valuation allowances:

<i>(In millions)</i>	December 31,	
	2015	2014
Current (less than 30 days past due)	\$ 5,360	\$ 5,461
30 to 60 days past due	1	4
Over 90 days past due	39	—
Total commercial mortgage loans	\$ 5,400	\$ 5,465

Loan-to-value and debt service coverage ratios are measures we use to assess the risk and quality of mortgage loans.

The loan-to-value ratio is expressed as a percentage of the amount of the loan relative to the value of the underlying property. A loan-to-value ratio in excess of 100% indicates the unpaid loan amount exceeds the underlying collateral. The following represents the loan-to-value ratio of the commercial mortgage loan portfolio, net of valuation allowances:

<i>(In millions)</i>	December 31,	
	2015	2014
Less than 50%	\$ 2,159	\$ 2,156
50% to 60%	1,173	1,579
61% to 70%	1,299	910
71% to 100%	698	820
Greater than 100%	71	—
Total commercial mortgage loans	\$ 5,400	\$ 5,465

The debt service coverage ratio, based upon the most recent financial statements, is expressed as a percentage of a property's net income to its debt service payments. A debt service ratio of less than 1.0 indicates a property's operations do not generate enough income to cover debt payments. The following represents the debt service coverage ratio of the commercial mortgage loan portfolio, net of valuation allowances:

<i>(In millions)</i>	December 31,	
	2015	2014
Greater than 1.20x	\$ 4,455	\$ 4,446
1.00x – 1.20x	471	474
Less than 1.00x	474	545
Total commercial mortgage loans	\$ 5,400	\$ 5,465

Real Estate—We did not record any material depreciation expense or accumulated depreciation on real estate during the year ended December 31, 2015. We acquired real estate investments in connection with the acquisition of DLD on October 1, 2015, as discussed in *Note 8 – Business Combinations*.

Funds Withheld at Interest—For reinsurance agreements written on a coinsurance funds withheld basis, assets equal to the net statutory reserves are withheld and legally owned by the ceding company. These are reflected as funds withheld at interest on the consolidated balance sheets. In the event of a ceding company's insolvency, we would need to assert a claim on the assets supporting our reserve liabilities. However, we have the ability to

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offset amounts we owe to the ceding company, which reduces our risk of loss. The embedded derivative of the funds withheld is separated from the host contract. See *Note 5 – Derivative Instruments* for further discussion.

Interest accrues at a risk free rate and the weighted average yield across all cedants was 1.8% and 2.1% as of December 31, 2015, and 2014, respectively. The return on the underlying assets directly impacts the host contract and the embedded derivative. The Company is subject to the investment performance on the withheld assets, although it does not directly control them. However, in each case, the ceding company has hired AAM, a related party investment management company, to manage the withheld assets in accordance with investment guidelines agreed to among the Company, the ceding company, and AAM. AAM manages these portfolios in accordance with such guidelines, taking into account the investment objectives of the Company given the applicable reinsurance relationship, and these portfolios remain subject to oversight of the applicable ceding company.

Investment Funds—Our investment fund portfolio consists of funds that employ various strategies and include investments in mortgage and real estate, credit, private equity, natural resources, and hedge funds. Investment funds meet the definition of variable interest entities and are discussed further in *Note 6 – Variable Interest Entities*.

5. Derivative Instruments

We use a variety of derivative instruments to manage equity risk, interest rate risk, credit risk, foreign currency risk, and market volatility. See *Note 3 – Summary of Significant Accounting Policies* for a description of our accounting policies for derivatives and *Note 7 – Fair Value* for information about the fair value hierarchy for derivatives.

The following table presents the notional amount and fair value of derivative instruments:

	December 31,						
	2015			2014			
	Notional Amount	Fair Value		Notional Amount	Fair Value		
(In millions)	Assets	Liabilities	Assets	Liabilities			
Derivatives designated as hedges							
Foreign currency swaps	177	\$ 14	\$ —	223	\$ 9	\$ —	
Derivatives not designated as hedges							
Equity options	25,176	831	—	27,402	1,792	108	
Futures	—	9	1	—	15	—	
Total return swaps	54	—	—	84	3	1	
Foreign currency swaps	47	5	—	58	10	—	
Interest rate swaps	859	2	8	1,184	2	14	
Credit default swaps	10	—	7	10	—	7	
Variance swaps	—	5	—	2	5	13	
Foreign currency forwards	367	5	1	223	6	—	
Embedded derivatives							
Funds withheld and modco	—	36	35	—	127	394	
Interest sensitive contract liabilities	—	—	4,477	—	—	4,437	
Total non-hedging derivatives		893	4,529		1,960	4,974	
Total derivatives		\$ 907	\$ 4,529		\$ 1,969	\$ 4,974	

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Derivatives are included in derivative assets or liabilities on the consolidated balance sheets, with the exception of embedded derivatives. Funds withheld or modco embedded derivatives are included in funds withheld at interest or funds withheld liability on the consolidated balance sheets. Indexed annuity products embedded derivatives are included in interest sensitive contract liabilities on the consolidated balance sheets.

Derivative gains (losses) included in investment related gains (losses) on the consolidated statements of income are as follows:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Cash flow hedges	\$ —	\$ —	\$ 1
Derivatives not designated as hedges	(277)	792	706
Total derivative gains (losses)	\$ (277)	\$ 792	\$ 707

Derivatives Designated as Hedges

Cash flow hedges – We use foreign currency swaps to convert foreign currency denominated cash flows of an investment to U.S. dollars to reduce cash flow fluctuations due to changes in currency exchange rates. As of December 31, 2015, and 2014, we had five foreign currency swaps designated and accounted for as cash flow hedges. The foreign currency swaps will expire by June 25, 2027. There were no amounts deemed ineffective for the years ended December 31, 2015, 2014, and 2013. The following represents foreign currency swap gains (losses):

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Gains (losses) recorded in AOCI	\$ 9	\$ (7)	\$ (9)
Amounts reclassified to income in investment related gains (losses)	—	—	1
Total foreign currency swap gains (losses)	\$ 9	\$ (7)	\$ (8)

Derivatives Not Designated as Hedges

Equity options – We use equity indexed options to economically hedge fixed indexed annuity products that guarantee the return of principal to the policyholder and credit interest based on a percentage of the gain in a specified market index, primarily the S&P 500. To hedge against adverse changes in equity indices, we enter into contracts to buy the equity indexed options within a limited time at a contracted price. The contracts are net settled in cash based on differentials in the indices at the time of exercise and the strike price.

Equity swaps – We entered into an equity swap transaction with Apollo in connection with the termination of the quarterly monitoring fee under the Transaction Advisory Services Agreement (TASA). See *Note 19 – Related Parties* for additional information.

Futures – Futures contracts are purchased to hedge the growth in interest credited to the customer as a direct result of increases in the related indices. We enter into exchange-traded futures with regulated futures commission clearing brokers who are members of a trading exchange. Under exchange-traded futures contracts, we agree to purchase a specified number of contracts with other parties and to post variation margin on a daily basis in an amount equal to the difference in the daily fair values of those contracts.

Total return swaps – We purchase total rate of return swaps to gain exposure and benefit from a reference asset without ownership. Total rate of return swaps are contracts in which one party makes payments based on a set

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rate, either fixed or variable, while the other party makes payments based on the return of the underlying asset, which includes both the income it generates and any capital gains.

Interest rate swaps – We use interest rate swaps to reduce market risks from interest rate changes and to alter interest rate exposure arising from mismatches between assets and liabilities. With an interest rate swap, we agree with another party to exchange the difference between fixed-rate and floating-rate interest amounts tied to an agreed-upon notional principal amount at specified intervals.

Certain of our consolidated VIE investment funds use interest rate swaps to manage exposure to variable cash flows on portions of their borrowings under repurchase agreements (see *Note 6 – Variable Interest Entities*).

Credit default swaps – Credit default swaps provide a measure of protection against the default of an issuer or allow us to gain credit exposure to an issuer or traded index. We use credit default swaps coupled with a bond to synthetically create the characteristics of a bond and to hedge credit risk. These transactions have a lower cost and are more liquid relative to the cash market. We receive a periodic premium for these transactions as compensation for accepting credit risk.

Hedging credit risk involves buying protection for existing credit risk. The exposure resulting from the agreements, which is usually the notional amount, is equal to the maximum proceeds that must be paid by a counterparty for a defaulted security. If a credit event occurs on a reference entity, then a counterparty who sold protection is required to pay the buyer the trade notional amount less any recovery value of the security.

Variance swaps – We have variance swaps to hedge the growth in interest credited to the customer as a direct result of changes in the volatility. In a variance swap transaction, we agree to exchange future realized volatility for current implied volatility. This type of forward contract pays the difference between the realized variance and a predefined strike multiplied by a notional value.

Swaptions – To achieve protection against a rapid and sustained rise in interest rates, we have entered into payor swaptions. Swaptions are options to enter into an interest rate swap arrangement with a counterparty at a specified future date. At expiration, the counterparty is required to pay us the present value of the difference between the fixed interest rate and a specified strike rate multiplied by the notional amount of the swap agreement. These transactions would lessen the negative impact to us of a significant and prolonged increase in interest rates.

Foreign currency forwards – We use foreign currency forward contracts to hedge certain invested assets against movement in foreign currency. The price is agreed upon at the time of the contract and payment is made at a specified future date.

Embedded derivatives – We have embedded derivatives which are required to be separated from their host contracts and reported as derivatives. Host contracts include reinsurance agreements structured on a modco or funds withheld basis and indexed annuity products.

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The following is a summary of the gains (losses) related to derivatives not designated as hedges:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Equity options	\$ (372)	\$ 955	\$ 807
Total return swaps	—	11	(136)
Futures	(3)	52	51
Interest rate swaps	(4)	(4)	35
Interest rate caps	—	—	(10)
Credit default swaps	—	1	—
Variance swaps	—	(1)	(1)
Foreign currency swaps	12	3	1
Foreign currency forwards	21	21	(6)
Swaptions	—	—	(69)
Embedded derivatives in modco or funds withheld	69	(246)	34
Amounts recognized in investment related gains (losses)	(277)	792	706
Embedded derivatives in indexed annuity products ¹	158	(976)	(544)
Equity swaps ²	—	—	(131)
Total gains (losses) for derivatives not designated as hedges	\$ (119)	\$ (184)	\$ 31

¹ Included in interest sensitive contract benefits

² Included in policy and other operating expenses

Credit Risk—We may be exposed to credit-related losses in the event of counterparty nonperformance on derivative financial instruments. Generally, the current credit exposure of our derivative contracts is the fair value at the reporting date less any collateral received from the counterparty.

We manage credit risk related to over-the-counter derivatives by entering into transactions with creditworthy counterparties. Where possible, we maintain collateral arrangements and use master agreements that provide for a single net payment from one counterparty to another at each due date and upon termination. We have also established counterparty exposure limits, where possible, in order to evaluate if there is sufficient collateral to support the net exposure.

Collateral arrangements typically require the posting of collateral in connection with its derivative instruments. Collateral agreements often contain posting thresholds, some of which may vary depending on the posting party's financial strength ratings. Additionally, a decrease in our financial strength rating to a specified level can result in settlement of the derivative position. As of December 31, 2015, and 2014, we had \$9 million and \$8 million, respectively, of collateral pledged to counterparties. The securities pledged as collateral are included in AFS fixed maturity securities on the consolidated balance sheets.

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The estimated fair value of our net derivative and other financial assets and liabilities after the application of master netting agreements and collateral were as follows:

(In millions)	Gross amounts not offset on the consolidated balance sheets				Net amount	Off-balance sheet securities collateral ³	Net amount after securities collateral
	Gross amount recognized ¹	Financial instruments ²	Collateral received/pledged				
December 31, 2015							
Derivative assets	\$ 871	\$ (7)	\$ (867)	\$ (3)	\$ (57)	\$ (60)	
Derivative liabilities	(17)	7	9	(1)	—	(1)	
December 31, 2014							
Derivative assets	\$ 1,794	\$ (132)	\$ (1,402)	\$ 260	\$ (351)	\$ (91)	
Derivative liabilities	(143)	132	8	(3)	—	(3)	

¹ The gross amounts of recognized derivative assets and derivative liabilities are reported on the consolidated balance sheets. The above excludes \$0 million and \$48 million of derivative assets as of December 31, 2015 and December 31, 2014, respectively, that are not subject to master netting agreements or similar agreements. The gross amounts of the derivative assets and derivative liabilities are not netted against each other for presentation on the consolidated balance sheets.

² Represents amounts offsetting derivative assets and derivative liabilities that are subject to an enforceable master netting agreement or similar agreement that are not netted against the gross derivative assets or gross derivative liabilities for presentation on the consolidated balance sheets.

³ For securities collateral received, we do not have the right to sell or re-pledge the collateral. As such, we do not record the securities on the balance sheet.

Certain derivative instruments contain provisions for credit related events, such as downgrades in our credit ratings or for a negative credit event of a credit default swap's reference entity. If a credit event were to occur, we may be required to post additional collateral or settle an outstanding liability. The following is a summary of our exposure to credit related events:

(In millions)	December 31,	
	2015	2014
Fair value of derivative liabilities with credit related provisions	\$ 7	\$ 7
Maximum exposure for credit default swaps	10	10

There was no additional collateral required for default or termination event as of December 31, 2015, or 2014.

We also have invested in a fixed maturity security classified as trading that contains credit default swaps. This security is subject to the credit risk of the issuer, which consists of the underlying credit default swaps and high quality fixed maturities that serve as collateral. A default event occurs if the cumulative losses exceed a specified attachment point, which is typically not the first loss of the portfolio. If a default event occurs that exceeds the specified attachment point, our investment may not be fully returned. We would have no future potential payments under this investment. As of December 31, 2015, the amortized cost of the investment is \$42 million, the carrying value is \$43 million, and the weighted average expected life is six years.

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6. Variable Interest Entities

Our investment funds generally meet the definition of a VIE, and in certain cases these investment funds are consolidated in our financial statements because we meet the criteria of the primary beneficiary.

Consolidated VIEs—We consolidate CoInvest VI, CoInvest VII, CoInvest Other, London Prime, and CMBS Funds, which are investment funds. We are the only limited partner in these investment funds and receive all of the economic benefits and losses, other than management fees and carried interest, as applicable, paid to the general partner in each entity, which are related parties. We do not have any voting rights as limited partner and do not solely satisfy the power criteria to direct the activities that significantly impact the economics of the VIE. However, the criteria for the primary beneficiary are satisfied by our related party group and because substantially all of the activities are conducted on our behalf, we consolidate the investment funds.

No arrangement exists requiring us to provide additional funding in excess of our committed capital investment, liquidity, or the funding of losses or an increase to our loss exposure in excess of our investment in the VIEs. We elected the fair value option for loans held for investment, investment funds, and borrowings, which are reported in the consolidated variable interest entity sections on the consolidated balance sheets. We elected the fair value option to maintain consistency with our previous fair value option election for these VIEs prior to consolidating them under ASU 2015-02.

CoInvest VI, CoInvest VII, and CoInvest Other were formed to make investments, including co-investments alongside private equity funds sponsored by Apollo. We received our interests in CoInvest VI, CoInvest VII, and CoInvest Other in connection with the Contribution Agreement discussed in *Note 19 – Related Parties*, in order to provide a capital base to support future acquisitions. London Prime was formed for the purpose of investing in Prime London Ventures Limited, a Guernsey limited company, which purchases rental residential assets across prime central London. The CMBS Funds were formed with the objective of generating high risk-adjusted investment returns by investing primarily in a portfolio of eligible CMBS and using leverage through repurchase agreements treated as collateralized financing.

ALRe formed Highland Re Ltd. (HRL), a Bermuda special purpose insurer, as its direct subsidiary. ALRe entered into two non-proportional reinsurance agreements with HRL to cede claims risk associated with an affiliate reinsurance deal. HRL issued voting common shares, all owned by ALRe, and one non-voting preferred share, owned by a third party, in order to capitalize HRL. The initial investment of HRL, using the cash received from the sale of the preferred share, was the purchase of a note from the buyer of the preferred share. HRL was restricted from selling or transferring the note absent the occurrence of defined trigger events. The preferred share supported the reinsurance transaction of HRL only, and that capital was not available to the Company for any other purpose. The preferred share was issued in connection with over collateralization provided by the preferred share buyer in a transaction with an affiliate of HRL. The preferred share buyer was entitled to request redemption of all or fractional portions of the preferred share under certain conditions during the term of the note. The note was repaid during 2014 and HRL was dissolved in the fourth quarter of 2014.

In January 2015, CoInvest VII contributed its primary investment, MidCap Holdings, valued at \$551 million, to a newly formed entity, MidCap FinCo Limited (MidCap FinCo) in exchange for subordinated notes issued by MidCap FinCo and shares in MidCap FinCo's parent company. Concurrent with this restructuring, CoInvest VII distributed to its general partner, an affiliate of Apollo, \$30 million of the MidCap FinCo notes, in satisfaction of the carried interest that had been earned by the general partner under the previous MidCap Holdings structure through the date of the restructuring. Additionally, unrelated investors made cash contributions to MidCap FinCo of \$1,017 million through December 31, 2015. Following the restructuring and the funding by unrelated investors, CoInvest VII owned 32% of the outstanding economic interests of MidCap FinCo. Also, CoInvest VII

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agreed to certain transfer restrictions and has foregone certain rights associated with its investment in MidCap FinCo for a period of two years, resulting in a discount applied to the value of the notes held by CoInvest VII as described above, equal to 7% as of December 31, 2015.

In addition, MidCap FinCo and one of its subsidiaries succeeded as borrower under the credit facilities we had previously advanced to MidCap Holdings in the amount of \$300 million at December 31, 2015.

As a result of this restructuring, CoInvest VII owns the MidCap Holdings investment indirectly through MidCap FinCo. The significant investment by the new, unrelated investors, and a qualitative assessment of the impact of the restructuring resulted in a determination that substantially all of the activities of MidCap FinCo are not being conducted on behalf of CoInvest VII, but are being conducted for the benefit of all investors. Therefore, CoInvest VII is not the primary beneficiary of MidCap FinCo and accounts for it as an equity method investment at fair value as of December 31, 2015, resulting in MidCap Holdings no longer being consolidated in our financial statements after the restructuring.

Prior to the restructuring, in conjunction with certain of MidCap Holdings' borrowing facilities, MidCap Holdings established and contributed loans to separate single-purpose entities, structured to be legally isolated, and bankruptcy-remote. We determined these entities were VIEs. As a result of MidCap Holdings' power to direct the activities that most significantly impact the economic performance and its economic interest in these VIEs, we concluded MidCap Holdings is the primary beneficiary, and therefore the assets and liabilities of the entities are reported in our consolidated financial statements through December 31, 2014. As of December 31, 2014, \$1,224 million of the assets of MidCap Holdings, consisting of loans, accrued interest and fees, and restricted cash, can only be used to settle the obligations of its consolidated VIEs. In addition, \$855 million of MidCap Holdings' liabilities as of December 31, 2014, represent obligations of its consolidated VIEs, for which there is no recourse to general credit of MidCap Holdings. Upon the MidCap Holdings restructuring described above, these VIEs are no longer consolidated by CoInvest VII, or, therefore, by the Company.

Trading securities – including related party – Trading securities represents investments in fixed maturity and equity securities with changes in fair value recognized in investment related gains (losses) within revenues of consolidated variable interest entities on the consolidated statements of income. For the years ending December 31, 2015, 2014, and 2013, investment related gains (losses) included losses of \$23 million, losses of \$74 million, and gains of \$380 million, respectively, resulting from the change in unrealized gains and losses underlying trading securities we still held as of the respective year end date. Trading securities held by CoInvest VI and CoInvest VII are considered related party investments because Apollo affiliates exercise significant influence over the operations of these investees.

Loans held for investment – MidCap Holdings' primary operations are to originate loans to middle market healthcare companies. We elected the fair value option to account for MidCap Holdings' loans. The loan portfolio, by type, recorded at fair value is as follows:

<i>(In millions)</i>	December 31, 2014
Commercial and industrial loans	\$ 1,486
Commercial real estate loans	585
Total loans held for investment	\$ 2,071

Investment funds – including related party – Investment funds include non-fixed income, alternative investments in the form of limited partnerships or similar legal structures that meet the definition of VIEs; however, our consolidated VIEs are not considered the primary beneficiary of these investment funds. Changes in fair value of

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these investment funds are included in investment related gains (losses) within revenues of consolidated variable interest entities on the consolidated statements of income. Investment funds held by CoInvest VII and CoInvest Other are considered related party investments as they are sponsored or managed by Apollo affiliates.

Borrowings – CMBS-I and II Funds each entered into individual repurchase agreements with UBS to borrow up to \$250 million each, on a non-recourse basis, to finance the acquisition of AAA rated CMBS. Both UBS facilities have four-year terms and one one-year extension available with the mutual agreement of the parties. Upon extension, each security purchased with funds from UBS facilities will be assigned a spread in line with the current market rates, to be determined by UBS. Advances under the facilities accrue interest at an annual rate of three-month LIBOR plus a pricing margin of 2.5% – 2.9%. The CMBS purchase price is determined on a per asset basis by applying an advance rate schedule, as agreed upon by the funds and UBS.

All of the repurchase facility agreements contain customary affirmative and negative covenants and provisions regarding events of default at the investment fund level. At December 31, 2015, and 2014, the CMBS Funds were in compliance with all debt covenants under these facilities.

The CMBS Funds' repurchase agreements included borrowings with the following maturities and weighted average interest rates:

<i>(In millions)</i>	December 31, 2015			December 31, 2014		
	Balance	Remaining Maturity ¹	Weighted Average Interest Rate ²	Balance	Remaining Maturity ¹	Weighted Average Interest Rate ²
2012 CMBS-I Fund L.P.	\$ 250	1.7 years	3.2%	\$ 250	2.7 years	3.0%
2012 CMBS-II Fund L.P.	250	1.7 years	3.2%	250	2.7 years	3.0%
Total	<u>\$ 500</u>			<u>\$ 500</u>		

¹ Assumes extension options on borrowing repurchase agreement are exercised.

² The borrowings are on a floating rate basis; however, the CMBS Funds have entered into an interest rate swap to convert these borrowings to fixed rate.

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MidCap Holdings had the following borrowing capacity and outstanding borrowings:

<i>(In millions)</i>	December 31, 2014					
	Total Commitment	Borrowing Capacity ¹	Outstanding Balance	Outstanding Principal of Loans Pledged	Interest Rate(s) ²	Maturity Date(s)
Capital One Facility ³	\$ 75	\$ 66	\$ 66	\$ 103	3.75%	September 5, 2017
Capital Source Facility	75	46	46	58	3.92%	October 30, 2019
City National	85	83	74	127	3.17%	November 1, 2017
Fortress Facilities	270	253	253	302	5.21%	July 9, 2017 – July 1, 2019
Real Estate Participants	302	302	302	370	4.01%	January 31, 2015 – April 22, 2019
Private Bank Facility	35	13	13	16	5.00% – 5.50%	June 13, 2016 – February 20, 2019
Silicon Valley Bank Facility	45	27	27	45	3.53%	October 3, 2016
Wells Fargo Health Care Asset-Backed Facility	795	624	584	791	2.85%	January 1, 2017
Wells Fargo Leveraged Loan Facility	250	140	140	210	2.76%	November 8, 2018
Wells Fargo General Asset-Backed Facility	110	20	12	54	2.41%	September 26, 2019
Total	\$ 2,042	\$ 1,574	\$ 1,517	\$ 2,076		

¹ Represents the amount MidCap Holdings is able to draw based on collateral pledged according to each agreement.

² Interest rates are variable rates. The interest rate disclosed represents the interest rate as of December 31, 2014.

³ No loan may collateralize in the credit facility for a period in excess of 120 days.

Fair Value – See Note 7 – *Fair Value* for a description of the levels of our fair value hierarchy and our process for determining the level to which we assign our assets and liabilities carried at fair value.

The following represents the hierarchy for assets and liabilities of our consolidated VIEs measured at fair value on a recurring basis:

<i>(In millions)</i>	December 31, 2015			
	Total	Level 1	Level 2	Level 3
Assets of consolidated variable interest entities				
Investments				
Trading securities				
Fixed maturity securities	\$ 722	\$ —	\$ 669	\$ 53
Equity securities	309	271	—	38
Investment funds	516	—	—	516
Cash and cash equivalents	6	6	—	—
Total assets of consolidated variable interest entities measured at fair value	\$ 1,553	\$ 277	\$ 669	\$ 607

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<i>(In millions)</i>	December 31, 2014			
	Total	Level 1	Level 2	Level 3
Assets of consolidated variable interest entities				
Investments				
Trading securities				
Fixed maturity securities	\$ 763	\$ —	\$ 706	\$ 57
Equity securities	510	448	—	62
Loans held for investment	2,071	—	—	2,071
Investment funds	40	—	—	40
Cash and cash equivalents	10	10	—	—
Restricted cash	43	43	—	—
Total assets of consolidated variable interest entities measured at fair value	<u>\$ 3,437</u>	<u>\$ 501</u>	<u>\$ 706</u>	<u>\$ 2,230</u>
Liabilities of consolidated variable interest entities				
Borrowings	\$ 1,517	\$ —	\$ —	\$ 1,517
Total liabilities of consolidated variable interest entities measured at fair value	<u>\$ 1,517</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,517</u>

Fair Value Valuation Methods—Refer to *Note 7 – Fair Value* for the valuation methods used to determine the fair value of trading securities, investment funds, and cash and cash equivalents.

Loans held for investment – The fair value of loans held for investment is determined by reference to current market pricing and credit factors compared to market pricing and credit factors during the original underwriting, as well as any changes to the underlying collateral, if applicable. The loans' fair values are estimated using discounted cash flow techniques.

Borrowings – The fair value of borrowings is estimated based on consideration of the current market interest rates for similar debt instruments. The fair value is estimated using discounted cash flow techniques.

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Level 3 Financial Instruments – The following is a reconciliation for all VIE Level 3 assets and liabilities measured at fair value on a recurring basis:

	December 31, 2015							
<i>(In millions)</i>	Beginning Balance	Total realized and unrealized gains (losses) included in income	Purchases/ Borrowings	Sales/ Repayments	Transfers in (out)	Other ²	Ending Balance	Total gains (losses) included in earnings ¹
Assets of consolidated variable interest entities								
Trading securities								
Fixed maturity securities	\$ 57	\$ (6)	\$ 2	\$ —	\$ —	\$ —	\$ 53	\$ (6)
Equity securities	62	(15)	—	—	—	(9)	38	(15)
Loans held for investment	2,071	—	—	—	—	(2,071)	—	—
Investment funds	40	3	15	(15)	—	473	516	(7)
Total Level 3 assets of consolidated variable interest entities	\$ 2,230	\$ (18)	\$ 17	\$ (15)	\$ —	\$ (1,607)	\$ 607	\$ (28)
Liabilities of consolidated variable interest entities								
Borrowings								
	\$ (1,517)	\$ —	\$ —	\$ —	\$ —	\$ 1,517	\$ —	\$ —
Total Level 3 liabilities of consolidated variable interest entities	\$ (1,517)	\$ —	\$ —	\$ —	\$ —	\$ 1,517	\$ —	\$ —

¹ Related to instruments held at end of year.

² Other activity primarily relates to the deconsolidation of MidCap Holdings due to the restructuring described above.

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	December 31, 2014							
	Beginning Balance	Total realized and unrealized gains (losses) included in income	Purchases/ Borrowings	Sales/ Repayments	Transfers in (out)	Other	Ending Balance	Total gains (losses) included in earnings ¹
<i>(In millions)</i>								
Assets of consolidated variable interest entities								
Trading securities								
Fixed maturity securities	\$ 74	\$ —	\$ —	\$ (17)	\$ —	\$ —	\$ 57	\$ (1)
Equity securities	145	32	—	(115)	—	—	62	(26)
Loans held for investment	1,563	26	482	—	—	—	2,071	11
Investment funds	78	22	8	(68)	—	—	40	14
Total Level 3 assets of consolidated variable interest entities	\$ 1,860	\$ 80	\$ 490	\$ (200)	\$ —	\$ —	\$ 2,230	\$ (2)
Liabilities of consolidated variable interest entities								
Borrowings								
	\$ (1,194)	\$ (8)	\$ (319)	\$ 4	\$ —	\$ —	\$ (1,517)	\$ —
Total Level 3 liabilities of consolidated variable interest entities	\$ (1,194)	\$ (8)	\$ (319)	\$ 4	\$ —	\$ —	\$ (1,517)	\$ —

¹ Related to instruments held at end of year.

There were no transfers between Level 1, Level 2, or Level 3 during the years ended December 31, 2015, and 2014.

Significant Unobservable Inputs— For certain Level 3 trading securities and investment funds, the valuations have significant unobservable inputs for comparable multiples and weighed average cost of capital rates applied in the valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, the comparable multiples are multiplied by the underlying investment’s earnings before interest, tax, depreciation, and amortization to establish the total enterprise value of the underlying investments. We use a comparable multiple consistent with the implied trading multiple of public industry peers.

For other Level 3 trading securities, investment funds, loans held for investment, and borrowings, valuations are performed using a discounted cash flow model. For a discounted cash flow model, the significant input is the discount rate applied to present value the projected cash flows. An increase in the discount rate can significantly lower the fair value; a decrease in the discount rate can significantly increase the fair value. The discount rate is determined by considering the weighted average cost of capital calculation of companies in similar industries with comparable debt to equity ratios.

We apply a discount to the values reported by the investment funds for certain Level 3 trading securities and investment funds held within consolidated VIEs related to the lack of marketability of the underlying investment. As the degree of marketability increases, the related discount applied to the underlying investment is decreased. The weighted average of the discount rates applied to each individual investment was 34% and 35% as of December 31, 2015, and 2014, respectively.

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Fair Value Option – The following represents the gains (losses) recorded for instruments within the consolidated VIEs for which we have elected the fair value option:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Trading securities			
Fixed maturity securities	\$ (5)	\$ (2)	\$ 7
Equity securities	(4)	27	540
Loans held for investment	—	4	—
Investment funds	12	20	53
Total gains	<u>\$ 3</u>	<u>\$ 49</u>	<u>\$ 600</u>

For fair value option loans held for investment, we record interest income in net investment income within revenues of consolidated variable interest entities on the consolidated statements of income. Gains or losses from initial measurement, and subsequent changes in fair value, are recorded in investment related gains (losses) within revenues of consolidated variable interest entities on the consolidated statements of income. Gains and losses on borrowings are recorded in interest expense within operating expenses of consolidated variable interest entities on the consolidated statements of income.

Fair Value of Financial Instruments Not Held at Fair Value – Assets includes \$18 million and \$25 million of investment funds accounted for under the equity method and, therefore, not carried at fair value as of December 31, 2015, and 2014, respectively; however, the carrying amount approximates fair value. Liabilities includes \$500 million of borrowings held at cost as of December 31, 2015, and 2014. The unpaid principal balance of borrowings approximates fair value.

Commitments and Contingencies – MidCap Holdings had unfunded commitments to extend credit to its borrowers of \$525 million as of December 31, 2014. As of December 31, 2014, for \$270 million of the unfunded commitments, there were no prerequisites for future funding by MidCap Holdings, and its borrowers were able to draw on these unfunded commitments at any time. For the remaining \$255 million of the unfunded commitments as of December 31, 2014, MidCap Holdings' obligations to fund these unfunded commitments were subject to its borrowers' ability to meet certain requirements (i.e. provide collateral to secure the requested additional funding), as well as to comply with all provisions of the loan agreements.

Included in assets of CoInvest VI, one of our consolidated VIEs on the consolidated balance sheets as of December 31, 2015, are equity investments in publicly traded shares of Caesars Entertainment Corporation (CEC) and Caesars Acquisition Company (CAC), which are carried at their fair value of \$25 million and \$23 million, respectively. We received the CEC and CAC positions as part of the Contribution Agreement discussed in *Note 19 – Related Parties*, in order to provide a capital base to support the Aviva USA transaction. There are several pending actions against CEC and CAC and other defendants, related to certain restructuring activities and transactions involving Caesars Entertainment Operating Company, a subsidiary of CEC. The general partner of the VIE which holds the equity investments in CEC and CAC has reported that the outcome of the disputes cannot be ascertained but that it believes the resolution will not have a material effect on the VIE. It also reports that the disputes may have a material effect on the operating results of the VIE in future periods. Given the uncertainty associated with the litigation, we are uncertain as to whether our VIE's equity investments in CEC or CAC could be negatively impacted in the event of an adverse outcome in the disputes.

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Non-Consolidated VIEs—We invest in other entities meeting the definition of a VIE. We do not consolidate these investments because we do not meet the criteria of primary beneficiary as described below.

Fixed Maturity Securities – We invest in securitization entities as a debt holder or an investor in the residual interest of the securitization vehicle, which are included in fixed maturity securities on the consolidated balance sheets. These entities are deemed VIEs due to insufficient equity within the structure and lack of control by the equity investors over the activities that significantly impact the economics of the entity. In general, we are a debt investor within these entities and, as such, hold a variable interest; however, due to the debt holders' lack of ability to control the decisions within the trust that significantly impact the entity, and the fact the debt holders are protected from losses due to the subordination by the equity tranche, the debt holders are not deemed the primary beneficiary. Securitization vehicles in which we hold the residual tranche are not consolidated because we do not unilaterally have substantive rights to remove the general partner, or when assessing related party interests, we are not under common control, as defined by ASU 2015-02, with the related party, nor are substantially all of the activities conducted on our behalf; therefore, we are not deemed the primary beneficiary. Debt investments and investments in the residual tranche of securitization entities are considered debt instruments under US GAAP and are held at fair value on the balance sheet and classified as AFS or trading.

Investment funds – Investment funds include non-fixed income, alternative investments in the form of limited partnerships or similar legal structures that meet the definition of VIEs.

A portion of these investment funds are sponsored and managed by unrelated parties in which we, as limited partner, do not have the power to direct the activities that most significantly impact the economic performance of the fund, nor do we unilaterally have substantive rights to remove the general partner or dissolve the entity without cause. As a result, we do not meet the power criterion to be considered the primary beneficiary and do not consolidate these VIEs in our financial statements.

We also have equity interests in investment funds where the general partner or investment manager is a related party. We have determined we are not under common control, as defined by ASU 2015-02, with the related party, nor are we deemed to be the primary beneficiary. As a result, investments in these VIEs are not consolidated.

We account for non-consolidated investment funds where we are able to exercise significant influence over the entity under the equity method or by electing the fair value option, in which NAV is used as a practical expedient for fair value.

The Company's investments in investment funds are generally passive in nature as we do not take an active role in the investment fund's management. Our risk of loss is limited and depends on the investment as follows: (1) investment funds accounted for under the equity method are limited to the Company's initial investment plus unfunded commitments; (2) investment funds under the fair value option are limited to the fair value plus unfunded commitments; (3) available-for-sale securities and other investments are limited to amortized cost; and (4) trading securities are limited to carrying value.

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The following summarizes the carrying value and maximum loss exposure of these non-consolidated VIEs:

<i>(In millions)</i>	December 31,			
	2015		2014	
	Carrying Value	Maximum Loss Exposure	Carrying Value	Maximum Loss Exposure
Investment funds	\$ 733	\$ 878	\$ 832	\$ 928
Investment in related parties – investment funds	997	1,454	585	1,067
Assets of consolidated variable interest entities, investment funds	534	558	65	101
Investment in fixed maturity securities	17,673	18,146	15,724	15,554
Investment in related parties – fixed maturity securities	525	554	585	597
Total assets	<u>\$ 20,462</u>	<u>\$ 21,590</u>	<u>\$ 17,791</u>	<u>\$ 18,247</u>

The following summarizes the Company's investment funds, including related party investment funds and investment funds owned by consolidated VIEs:

<i>(In millions)</i>	December 31,					
	2015			2014		
	Carrying value	Percent of total	Weighted average life in years	Carrying value	Percent of total	Weighted average life in years
Investment funds						
Private equity	\$ 263	35.9%	3	\$ 205	24.6%	3
Mortgage and real estate	101	13.8%	5	99	11.9%	5
Natural resources	6	0.8%	1	9	1.1%	1
Hedge funds	86	11.7%	4	239	28.7%	4
Credit funds	277	37.8%	2	280	33.7%	2
Total investment funds	<u>733</u>	<u>100.0%</u>		<u>832</u>	<u>100.0%</u>	
Investment funds – related parties						
Private equity – A-A Mortgage ¹	225	22.6%	6	52	8.9%	8
Private equity – other	36	3.6%	7	29	4.9%	8
Mortgage and real estate	234	23.5%	4	163	27.9%	5
Natural resources	46	4.6%	6	45	7.7%	6
Hedge funds	256	25.6%	6	186	31.8%	6
Credit funds	200	20.1%	5	110	18.8%	5
Total investment funds – related parties	<u>997</u>	<u>100.0%</u>		<u>585</u>	<u>100.0%</u>	
Investment funds – assets of consolidated variable interest entities						
Private equity – MidCap FinCo ²	482	90.3%	N/A	—	—%	0
Credit funds	34	6.3%	4	40	61.5%	5
Mortgage and real assets	18	3.4%	4	25	38.5%	5
Total investment funds – assets of consolidated variable interest entities	<u>534</u>	<u>100.0%</u>		<u>65</u>	<u>100.0%</u>	
Total investment funds including related parties and assets of consolidated variable interest entities	<u>\$ 2,264</u>			<u>\$ 1,482</u>		

¹ A-A Mortgage Opportunities, LP (A-A Mortgage) is a platform to originate residential mortgage loans and mortgage servicing rights.

² Our total investment in MidCap FinCo, including amounts advanced under the credit facilities, totaled \$782 million at December 31, 2015, which is greater than 10% of total AHL shareholders' equity.

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Summarized Financial Information of Investment Funds—The following is the aggregated summarized financial information of equity method investees, including those where we elected the fair value option, and may be presented on a lag due to the availability of financial information from the investee:

<i>(In millions)</i>	December 31,	
	2015	2014
Assets	\$ 51,649	\$ 97,961
Liabilities	6,990	22,298
Equity	44,659	75,663

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Net income	\$ 5,945	\$ 8,418	\$ 11,962

The following table presents the carrying value by ownership percentage of equity method investment funds, including related party investment funds and consolidated VIE investment funds:

<i>(In millions)</i>	December 31,	
	2015	2014
Ownership Percentage		
100%	\$ 49	\$ 50
50% – 99%	322	108
Greater than 3% – 49%	1,225	1,070
Equity method investment funds	<u>\$ 1,596</u>	<u>\$ 1,228</u>

The following table presents the carrying value by ownership percentage of investment funds where we elected the fair value option, including related party investment funds and investment funds owned by consolidated VIEs:

<i>(In millions)</i>	December 31,	
	2015	2014
Ownership Percentage		
Greater than 3% – 49%	\$ 516	\$ 40
3% or less	152	214
Fair value option investment funds	<u>\$ 668</u>	<u>\$ 254</u>

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7. Fair Value

Fair value is the price we would receive to sell an asset or pay to transfer a liability (exit price) in an orderly transaction between market participants. We determine fair value based on the following fair value hierarchy:

Level 1 – Unadjusted quoted prices for identical assets or liabilities in an active market.

Level 2 – Quoted prices for inactive markets or valuation techniques that require observable direct or indirect inputs for substantially the full term of the asset or liability.

Level 2 inputs include the following:

- Quoted prices for similar assets or liabilities in active markets,
- Observable inputs other than quoted market prices, and
- Observable inputs derived principally from market data through correlation or other means.

Level 3 – Prices or valuation techniques with unobservable inputs significant to the overall fair value estimate. These valuations use critical assumptions not readily available to market participants. Level 3 valuations are based on market standard valuation methodologies, including discounted cash flows, matrix pricing, or other similar techniques.

The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure fair value fall within different levels of the hierarchy, the category level is based on the lowest priority level input that is significant to the instrument's fair value measurement.

We use a number of valuation sources to determine fair values. Valuation sources can include quoted market prices; third-party commercial pricing services; third-party brokers; industry-standard, vendor modeling software that uses market observable inputs; and other internal modeling techniques based on projected cash flows. We periodically review the assumptions and inputs of third-party commercial pricing services through internal valuation price variance reviews, comparisons to internal pricing models, back testing to recent trades, or monitoring trading volumes.

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The following represents the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis:

(In millions)	December 31, 2015			
	Total	Level 1	Level 2	Level 3
Assets				
AFS securities				
Fixed maturity securities				
U.S. government and agencies	\$ 45	\$ 41	\$ 4	\$ —
U.S. state, municipals, and political subdivisions	1,165	—	1,165	—
Foreign governments	2,464	—	2,447	17
Corporate	26,936	—	26,300	636
CLO	4,555	—	4,038	517
ABS	2,918	—	1,105	1,813
CMBS	1,738	—	1,671	67
RMBS	7,995	—	7,237	758
Total fixed maturity securities	47,816	41	43,967	3,808
Equity securities	407	82	316	9
Total AFS securities	48,223	123	44,283	3,817
Trading securities				
Fixed maturity securities				
U.S. government and agencies	1	1	—	—
U.S. state, municipals, and political subdivisions	133	—	116	17
Corporate	1,450	—	1,434	16
CLO	108	—	—	108
ABS	98	—	—	98
CMBS	99	—	99	—
RMBS	161	—	132	29
Total fixed maturity securities	2,050	1	1,781	268
Equity securities	418	—	418	—
Total trading securities	2,468	1	2,199	268
Mortgage loans	48	—	—	48
Investment funds	152	—	—	152
Funds withheld at interest – embedded derivative	36	—	—	36
Derivative assets	871	9	862	—
Short-term investments	135	4	131	—
Cash and cash equivalents	2,714	2,714	—	—
Restricted cash	116	116	—	—
Investments in related parties				
AFS, fixed maturity securities				
CLO	248	—	241	7
ABS	60	—	—	60
Total fixed maturity securities – related party	308	—	241	67
Trading securities, CLO	217	—	26	191
Reinsurance recoverable	2,377	—	—	2,377
Total assets measured at fair value	\$ 57,665	\$ 2,967	\$ 47,742	\$ 6,956

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ATHENE HOLDING LTD.
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<i>(In millions)</i>	December 31, 2015			
	Total	Level 1	Level 2	Level 3
Liabilities				
Interest sensitive contract liabilities				
Embedded derivative	\$ 4,477	\$ —	\$ —	\$ 4,477
Universal life benefits	1,464	—	—	1,464
Unit-linked contracts	418	—	418	—
Future policy benefits				
AmerUs Closed Block	1,581	—	—	1,581
ILICO Closed Block and life benefits	897	—	—	897
Derivative liabilities	17	1	9	7
Funds withheld liability – embedded derivative	35	—	35	—
Total liabilities measured at fair value	\$ 8,889	\$ 1	\$ 462	\$ 8,426

(Concluded)

The following represents the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis:

<i>(In millions)</i>	December 31, 2014			
	Total	Level 1	Level 2	Level 3
Assets				
AFS securities				
Fixed maturity securities				
U.S. government and agencies	\$ 71	\$ 61	\$ 10	\$ —
U.S. state, municipals, and political subdivisions	1,471	—	1,419	52
Corporate	27,722	—	27,514	208
CLO	3,620	—	3,438	182
ABS	2,666	—	1,742	924
CMBS	2,930	—	2,861	69
RMBS	6,223	—	5,569	654
Total fixed maturity securities	44,703	61	42,553	2,089
Equity securities	190	76	114	—
Total AFS securities	44,893	137	42,667	2,089
Trading securities				
Fixed maturity securities				
U.S. government and agencies	3	3	—	—
U.S. state, municipals, and political subdivisions	276	—	276	—
Corporate	2,230	—	2,230	—
CLO	146	—	—	146
CMBS	116	—	116	—
RMBS	22	—	22	—
Total fixed maturity securities	2,793	3	2,644	146
Equity securities	2	2	—	—
Total trading securities	2,795	5	2,644	146

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<i>(In millions)</i>	December 31, 2014			
	Total	Level 1	Level 2	Level 3
Mortgage loans	73	—	—	73
Investment funds	214	—	—	214
Funds withheld at interest – embedded derivative	127	—	—	127
Derivative assets	1,842	15	1,827	—
Short-term investments	17	—	17	—
Cash and cash equivalents	2,628	2,628	—	—
Restricted cash	77	77	—	—
Investments in related parties				
AFS, fixed maturity securities				
CLO	260	—	245	15
ABS	66	—	—	66
Total fixed maturity securities – related party	326	—	245	81
Trading securities, CLO	268	—	—	268
Reinsurance recoverable	2,460	—	—	2,460
Total assets measured at fair value	\$ 55,720	\$ 2,862	\$ 47,400	\$ 5,458
Liabilities				
Interest sensitive contract liabilities				
Embedded derivative	\$ 4,437	\$ —	\$ —	\$ 4,437
Universal life benefits	1,417	—	—	1,417
Future policy benefits				
AmerUs Closed Block	1,715	—	—	1,715
ILICO Closed Block and life benefits	1,026	—	—	1,026
Derivative liabilities	143	—	135	8
Funds withheld liability – embedded derivative	394	—	394	—
Total liabilities measured at fair value	\$ 9,132	\$ —	\$ 529	\$ 8,603

(Concluded)

Refer to Note 6 – Variable Interest Entities for fair value disclosures associated with consolidated VIEs.

Fair Value Valuation Methods—We used the following valuation methods and assumptions to estimate fair value:

AFS and trading securities

Fixed maturity – We obtain the fair value for most marketable bonds without an active market from several commercial pricing services. These are classified as Level 2 assets. The pricing services incorporate a variety of market observable information in their valuation techniques, including benchmark yields, broker-dealer quotes, credit quality, issuer spreads, bids, offers, and other reference data. This category typically includes U.S. and non-U.S. corporate bonds, U.S. agency and government guaranteed securities, ABS, CMBS, and RMBS.

We value privately placed fixed maturity securities based on the credit quality and duration of comparable marketable securities, which may be securities of another issuer with similar characteristics. In some instances, we use a matrix-based pricing model. These models consider the current level of risk-free interest rates, corporate

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ATHENE HOLDING LTD. **Notes to Consolidated Financial Statements**

spreads, credit quality of the issuer, and cash flow characteristics of the security. We also consider additional factors such as net worth of the borrower, value of collateral, capital structure of the borrower, presence of guarantees, and our evaluation of the borrower's ability to compete in its relevant market. Privately placed fixed maturity securities are classified as Level 2 or 3.

Equity securities – Fair values of publicly traded equity securities are based on quoted market prices and classified as Level 1. Other equity securities, typically private equities or equity securities not traded on an exchange, we value based on other sources, such as analytics or brokers and are classified as Level 2 or 3.

Mortgage loans – Mortgage loans for which we have elected the fair value option or those held for sale are carried at fair value. We estimate fair value on a monthly basis using discounted cash flow analysis and rates being offered for similar loans to borrowers with similar credit ratings. Loans with similar characteristics are aggregated for purposes of the calculations. The discounted cash flow model uses unobservable inputs, including estimates of discount rates and loan prepayments. Mortgage loans are classified as Level 3.

Investment funds – Investment funds are valued based on NAV information provided by the general partner or related asset manager. These partnership interests usually include multiple underlying investments for which either observable market prices or other valuation methods are used to determine the fair value. These investments are classified as Level 3 due to the limited market activity and price transparency inherent in the market for such investments.

Funds withheld (embedded derivative) – We estimate the fair value of the embedded derivative based on the change in the fair value of the assets supporting the funds withheld payable under the combined coinsurance, modco and coinsurance funds withheld reinsurance agreements. As a result, the fair value of the embedded derivative is classified as Level 2 or 3 based on the valuation methods used for the assets held in trust supporting the reinsurance agreements.

Derivatives – Derivative contracts can be exchange traded or over-the-counter. Exchange-traded derivatives typically fall within Level 1 of the fair value hierarchy depending on trading activity. Over-the-counter derivatives are valued using valuation models or an income approach using third-party broker valuations. Valuation models require a variety of inputs, including contractual terms, market prices, yield curves, credit curves, measures of volatility, prepayment rates, and correlation of the inputs. We consider and incorporate counterparty credit risk in the valuation process through counterparty credit rating requirements and monitoring of overall exposure. We also evaluate and include our own nonperformance risk in valuing derivatives. The majority of our derivatives trade in liquid markets; therefore, we can verify model inputs and model selection does not involve significant management judgment. These are typically classified within Level 2 of the fair value hierarchy.

Cash and cash equivalents – The carrying amount for cash equals fair value. We estimate the fair value for cash equivalents based on quoted market prices. These assets are classified as Level 1.

Interest sensitive contract liabilities (embedded derivative) – Embedded derivatives related to interest sensitive contract liabilities with fixed indexed annuity products are classified as Level 3. The valuations include significant unobservable inputs associated with actuarial assumptions for policyholder behavior.

Unit-linked contracts – Unit-linked contracts are valued based on the fair value of the investments supporting the contract. The underlying investments are trading securities comprised primarily of mutual funds. The valuations of these are based on quoted market prices for similar assets and are classified in Level 2, resulting in a corresponding classification for the unit-linked contracts.

AmerUs Closed Block – We elected the fair value option for the future policy benefits liability in the AmerUs Closed Block, as discussed in *Note 11 – Closed Block*. Our valuation technique is to set the fair value of policyholder liabilities equal to the fair value of assets. There is an additional component which captures the fair value of the open block's cost to hold capital in excess of existing liabilities on the closed block. This component

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uses a present value of future cash flows, which includes investment earnings and policyholder liability movements. Unobservable inputs include estimates for these items. The target surplus as a percentage of statutory reserves is 3.89% based on the statutory risk-based capital ratio applicable to this block of business. The AmerUs Closed Block policyholder liabilities and any corresponding reinsurance recoverable are classified as Level 3.

ILICO Closed Block – We elected the fair value option for the ILICO Closed Block, as discussed in *Note 9 – Reinsurance*. Our valuation technique is to set the fair value of policyholder liabilities equal to the fair value of assets. There is an additional component which captures the fair value of the open block's obligations to the closed block business. This component uses the present value of future cash flows. The cash flows include commissions, administrative expenses, reinsurance premiums and benefits, and an explicit cost of capital. Unobservable inputs include estimates for these items. The explicit cost of capital assumption is 9% of required capital, post tax. A margin of 6.11% is included in the discount rates to reflect the business risk. An additional 0.31% is included to reflect non-performance risk. The ILICO Closed Block policyholder liabilities and corresponding reinsurance recoverable are classified as Level 3.

Universal life liabilities and other life benefits – We elected the fair value option for certain blocks of universal and other life business ceded to Global Atlantic, as discussed in *Note 9 – Reinsurance*. We use a present value of liability cash flows. Unobservable inputs include estimates of mortality, persistency, expenses, premium payments, and a risk margin used in the discount rates that reflects the riskiness of the business. The risk margin was 0.09%. These universal life policyholder liabilities and corresponding reinsurance recoverable are classified as Level 3.

Fair Value Option—The following represents the gains or losses recorded for instruments we have elected the fair value option:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Trading securities	\$ (313)	\$ 254	\$ 25
Mortgage loans	—	5	(3)
Investment funds	(8)	31	41
Future policy benefits	134	(102)	8
Total gains (losses)	\$ (187)	\$ 188	\$ 71

For fair value option mortgage loans, we record interest income, gains or losses from initial measurement, and subsequent changes in fair value in net investment income on the consolidated statements of income. Investment funds and related parties investment funds gains and losses are recorded in net investment income on the consolidated statements of income. We record the change in fair value of future policy benefits to future policy and other policy benefits on the consolidated statements of income.

The following summarizes information for fair value option mortgage loans:

<i>(In millions)</i>	December 31,	
	2015	2014
Unpaid principal balance	\$ 46	\$ 68
Mark to fair value	2	5
Fair value	\$ 48	\$ 73

There were no fair value option mortgage loans 90 days or more past due as of December 31, 2015, and 2014.

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Transfers Between Levels—Transfers into Level 3 represent securities that were valued using pricing sources which, due to changing market conditions, were less observable than in prior periods as indicated by the lack of commercially available vendor prices with observable inputs. Additionally, changes in pricing sources also led to securities transferring into Level 3.

Transfers out of Level 3 represent securities that were valued using pricing sources which, due to changing market conditions, were more observable than in prior periods as indicated by commercially available vendor prices with observable inputs. Additionally, changes in pricing sources also led to securities transferring into Level 2.

Transfers into or out of any level are assumed to occur at the end of the period. For the years ended December 31, 2015, and 2014, there were no transfers between Level 1 and Level 2.

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ATHENE HOLDING LTD.
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Level 3 Financial Instruments—The following is a reconciliation for all Level 3 assets and liabilities measured at fair value on a recurring basis:

(In millions)	Year ended December 31, 2015									Total gains (losses) included in earnings ¹	
	Beginning Balance	Total realized and unrealized gains (losses)			Purchases	Sales	Transfers				Ending Balance
		Included in income	Included in OCI				In	(Out)	Other		
Assets											
AFS securities											
Fixed maturity											
U.S. state, municipal, and political subdivisions										\$ —	
Foreign governments	\$ 52	\$ (1)	\$ 1	\$ —	\$ (35)	\$ —	\$ —	\$ (17)	\$ —	17	
Corporate	208	(1)	(13)	311	(81)	225	(13)	—	636	—	
CLO	182	3	(9)	112	—	337	(108)	—	517	—	
ABS	924	18	(35)	367	(146)	703	(18)	—	1,813	—	
CMBS	69	1	(2)	25	(2)	23	(47)	—	67	—	
RMBS	654	11	(15)	91	(138)	155	—	—	758	—	
Equity securities	—	—	—	10	—	—	—	(1)	9	—	
Trading securities											
Fixed maturity											
U.S. state, municipal, and political subdivisions	—	—	—	—	—	17	—	—	17	—	
Corporate	—	—	—	—	—	16	—	—	16	—	
CLO	146	(16)	—	26	(48)	—	—	—	108	(15)	
ABS	—	(2)	—	100	—	—	—	—	98	(1)	
RMBS	—	(1)	—	30	—	—	—	—	29	—	
Mortgage loans	73	(3)	—	—	(4)	—	—	(18)	48	(3)	
Investment funds	214	(20)	—	20	(34)	—	—	(28)	152	8	
Funds withheld at interest—embedded derivative	127	(91)	—	—	—	—	—	—	36	—	
Investments in related parties											
AFS securities											
Fixed maturity											
CLO	15	(1)	(2)	9	(8)	—	(6)	—	7	—	
ABS	66	—	(1)	—	(5)	—	—	—	60	—	
Trading securities, CLO	268	(29)	—	51	(73)	—	(26)	—	191	(17)	
Reinsurance recoverable	2,460	(83)	—	—	—	—	—	—	2,377	—	
Total Level 3 assets	\$ 5,458	\$ (215)	\$ (76)	\$ 1,152	\$ (574)	\$ 1,476	\$ (218)	\$ (47)	\$ 6,956	\$ (28)	

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(In millions)	Year ended December 31, 2015									
	Beginning Balance	Total realized and unrealized gains (losses)			Transfers			Other	Ending Balance	Total gains (losses) included in earnings ¹
		Included in income	Included in OCI	Purchases	Sales	In	(Out)			
Liabilities										
Interest sensitive contract liabilities										
Embedded derivative ²	\$ (4,437)	\$ 158	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (198)	\$ (4,477)	\$ —
Universal life liabilities	(1,417)	(47)	—	—	—	—	—	—	(1,464)	—
Future policy benefits										
AmerUs Closed Block	(1,715)	134	—	—	—	—	—	—	(1,581)	—
ILICO Closed Block and life benefits	(1,026)	129	—	—	—	—	—	—	(897)	—
Derivative liabilities										
Total return swap	(1)	1	—	—	—	—	—	—	—	—
Credit default swap	(7)	—	—	—	—	—	—	—	(7)	—
Total Level 3 liabilities	<u>\$ (8,603)</u>	<u>\$ 375</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (198)</u>	<u>\$ (8,426)</u>	<u>\$ —</u>

¹ Related to instruments held at end of year.

² Other activity represents the change in fair value due to issuances of \$341 million, offset by settlements of \$143 million.

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ATHENE HOLDING LTD.
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The following is a reconciliation for all Level 3 assets and liabilities measured at fair value on a recurring basis:

(In millions)	Year ended December 31, 2014									
	Beginning balance	Total realized and unrealized gains (losses)		Purchases	Sales	Transfers			Ending balance	Total gains (losses) included in earnings ¹
		Included in income	Included in OCI			In	Out	Other		
Assets										
AFS securities										
Fixed maturity										
U.S. state, municipal, and political subdivisions	\$ —	\$ —	\$ (3)	\$ 55	\$ —	\$ —	\$ —	\$ —	\$ 52	\$ —
Corporate	352	1	(5)	105	(128)	72	(114)	(75)	208	—
CLO	34	—	(1)	111	—	38	—	—	182	—
ABS	33	—	1	322	(16)	518	(9)	75	924	—
CMBS	—	—	—	17	—	52	—	—	69	—
RMBS	516	—	8	586	(187)	—	(269)	—	654	—
Trading securities, CLO	117	5	—	87	(53)	—	—	(10)	146	14
Mortgage loans	70	3	—	—	—	—	—	—	73	5
Investment funds	511	17	—	9	(196)	—	—	(127)	214	27
Funds withheld at interest—embedded derivative	138	(11)	—	—	—	—	—	—	127	—
Investments in related parties										
AFS securities										
Fixed maturity										
CLO	12	—	(1)	—	(3)	14	(7)	—	15	—
ABS	—	—	—	68	(2)	—	—	—	66	—
Trading securities, CLO	171	(13)	—	357	(247)	—	—	—	268	14
Investment funds	18	1	—	—	(17)	—	—	(2)	—	102
Reinsurance recoverable	1,718	742	—	—	—	—	—	—	2,460	—
Total Level 3 assets	\$ 3,690	\$ 745	\$ (1)	\$ 1,717	\$ (849)	\$ 694	\$ (399)	\$ (139)	\$ 5,458	\$ 162
Liabilities										
Interest sensitive contract liabilities										
Embedded derivative ²	\$ (3,240)	\$ (976)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (221)	\$ (4,437)	\$ —
Universal life liabilities	(813)	(604)	—	—	—	—	—	—	(1,417)	—
Future policy benefits										
AmerUs Closed Block	(1,613)	(102)	—	—	—	—	—	—	(1,715)	—
ILICO Closed Block and life benefits	(889)	(137)	—	—	—	—	—	—	(1,026)	—
Derivative liabilities										
Total return swap	(11)	1	—	—	9	—	—	—	(1)	(1)
Credit default swap	(8)	1	—	—	—	—	—	—	(7)	(1)
Equity swap	(131)	—	—	—	131	—	—	—	—	—
Total Level 3 liabilities	\$ (6,705)	\$ (1,817)	\$ —	\$ —	\$ 140	\$ —	\$ —	\$ (221)	\$ (8,603)	\$ (2)

¹ Related to instruments held at end of year.

² Other activity represents the change in fair value due to issuances of \$325 million, offset by settlements of \$104 million.

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ATHENE HOLDING LTD. **Notes to Consolidated Financial Statements**

Significant Unobservable Inputs—Significant unobservable inputs occur when we could not obtain or corroborate the quantitative detail of the inputs. This applies to AFS fixed maturity securities, mortgage loans, total return swaps, and credit default swaps. Additional significant unobservable inputs are described below.

Fixed maturity securities – For certain fixed maturity securities, internal models are used to calculate the fair value. A discounted cash flow approach is utilized. The discount rate is the significant unobservable input due to the determined credit spread being internally developed, illiquid, or other adjustments made to the base rate. The base rate represents a market comparable rate for securities with similar characteristics. Discounts ranged from 4% to 10%. This excludes assets for which significant unobservable inputs are not developed internally, primarily consisting of broker quotes.

Investment funds – The underlying investments may have significant unobservable inputs for comparable multiples and weighted average cost of capital rates applied in the valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, the comparable multiples are multiplied by the underlying investment’s earnings before interest, tax, depreciation, and amortization to establish the total enterprise value of the underlying investments. We use a comparable multiple consistent with the implied trading multiple of public industry peers.

Similarly, for certain underlying investments we may use a discounted cash flow model. When we use a discounted cash flow model, the significant input is the discount rate applied to present value the projected cash flows. An increase in the discount rate can significantly lower the fair value; a decrease in the discount rate can significantly increase the fair value. We determine the discount rate considering the weighted average cost of capital calculation of companies in similar industries with comparable debt to equity ratios.

Interest sensitive contract liabilities – embedded derivative – Significant unobservable inputs we use in the fixed indexed annuities embedded derivative of the interest sensitive contract liabilities valuation include:

1. **Non-performance risk** – For contracts we issue, we use the credit spread from the U.S. treasury curve based on our public credit rating as of the valuation date. This represents our credit risk for use in the estimate of the fair value of embedded derivatives. For contracts reinsured through funds withheld reinsurance, the cedant company holds collateral against its exposure; therefore, immaterial non-performance risk is ascribed to these contracts.
2. **Option budget** – The Company assumes future hedge costs in the derivative’s fair value estimate. The level of option budgets determines the future costs of the options and impacts future policyholder account value growth.
3. **Policyholder behavior** – We regularly review the lapse and withdrawal assumptions. These are based on the Company’s initial pricing assumptions updated for actual experience. Actual Company experience may be limited for recently issued products.

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

The following summarizes the unobservable inputs for the embedded derivative of interest sensitive contract liabilities:

<i>(In millions)</i>	December 31, 2015					Impact of an increase in the input on fair value
	Fair value	Valuation technique	Unobservable inputs	Input/range of inputs		
Fixed indexed annuities embedded derivatives	\$ 4,477	Option budget method	Non-performance risk	0.6%	– 1.8%	Decrease
			Option budget	0.8%	– 3.8%	Increase
			Surrender rate	0.0%	– 10.7%	Decrease

Fair Value of Financial Instruments Not Carried at Fair Value—The following represents the Company’s financial instruments not carried at fair value on the consolidated balance sheets:

<i>(In millions)</i>	Fair Value Level	December 31, 2015		December 31, 2014	
		Carrying Value	Fair Value	Carrying Value	Fair Value
Assets					
Mortgage loans	3	\$ 5,452	\$ 5,567	\$ 5,392	\$ 5,638
Investment funds	3	581	581	618	618
Policy loans	2	642	642	778	778
Funds withheld at interest	3	3,446	3,446	2,647	2,647
Other investments	3	83	83	56	56
Investments in related parties					
Investment funds	3	997	997	585	585
Short-term investments	2	55	55	—	—
Other investments	3	245	256	—	—
Total assets not carried at fair value		<u>\$ 11,501</u>	<u>\$ 11,627</u>	<u>\$ 10,076</u>	<u>\$ 10,322</u>
Liabilities					
Interest sensitive contract liabilities	3	50,937	50,755	54,787	55,471
Funds withheld liability	2	353	353	1,201	1,201
Total liabilities not carried at fair value		<u>\$ 51,290</u>	<u>\$ 51,108</u>	<u>\$ 55,988</u>	<u>\$ 56,672</u>

We estimate the fair value for financial instruments not carried at fair value using the same methods and assumptions as those we do carry at fair value. The financial instruments presented above are reported at carrying value on the consolidated balance sheets; however, in the case of policy loans, funds withheld at interest and liability, other investments, and investments in related parties – short-term investments, the carrying amount approximates or equals fair value.

Investment in related parties – Other investments – The fair value of investment in related party – other investments is determined using a discounted cash flow model using discount rates for similar investments.

Interest sensitive contract liabilities – The carrying and fair value of interest sensitive contract liabilities above excludes embedded derivatives and certain universal life liabilities, which are held at fair value. We consider the

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

embedded value, which is an appraisal valuation of the in force business using internal assumptions and discount the distributable earnings using market participant rate of return. We then reduce the fair value of the assets by the total embedded value of the Company to determine the fair value of the total liabilities. This amount represents what the Company would need to pay to transfer all the liabilities to another party. All non-interest sensitive liabilities are then subtracted from the fair value of the total liabilities to arrive at the fair value of the interest sensitive liabilities.

8. Business Combinations

Delta Lloyd Deutschland—Effective October 1, 2015, we acquired 100% of the voting equity interests of DLD and \$50 million of intercompany loans from Delta Lloyd N.V. for a cash purchase price of \$74 million. DLD was a Germany-domiciled insurance group with an in force book of business primarily made up of participating long-duration savings products. We acquired DLD to strategically expand our core business into Germany. Following the acquisition, DLD was renamed Athene Deutschland GmbH.

Aviva USA—Effective October 2, 2013, we acquired 100% of the common shares of Aviva USA Corporation (Aviva USA) from Aviva plc. Upon close, we ceded the majority of Aviva USA's life insurance business to affiliates of Global Atlantic. The Company paid \$529 million, of which \$368 million was cash, \$170 million was a surplus note, and \$9 million settled existing debt between Aviva plc and Aviva USA. Following the acquisition, Aviva USA was renamed Athene USA.

During 2014, we finalized our purchase accounting for the Aviva USA acquisition. We recorded measurement period adjustments for the final valuation of interest sensitive contract benefits, deferred tax assets, and final purchase price adjustment.

The acquisition resulted in VOBA of \$1,696 million. It also created \$638 million of negative VOBA, of which \$411 million is related to investment-type contracts and \$227 million is related to insurance contracts. We recorded a bargain purchase gain of \$152 million during the year ended December 31, 2013. We believe three main factors created this bargain purchase gain:

- The Company was able to acquire the entire business since we had a partner to reinsure the life business,
- Anticipated future regulatory capital requirements motivated the seller to divest the business, and
- The value of business acquired as determined by a market participant calculation was greater than the consideration paid. This was mostly due to better assumed investment earned rates going forward, partially offset by a higher required rate of return and a higher ratio of required capital to reserves than Aviva plc held against the business.

To preserve the economics of the transaction, prior to closing the Company entered into a series of interest rate swaptions to hedge the value of the embedded gains in the investment portfolio until the acquisition was complete. The loss on these derivatives including embedded cost was \$69 million in 2013.

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The following summarizes the fair values of the assets acquired and liabilities assumed in the DLD and Aviva USA acquisitions.

<i>(In millions)</i>	October 1, 2015		October 2, 2013	
	DLD		Aviva USA	
Investments	\$	5,539	\$	51,627
Cash and cash equivalents		236		1,948
Accrued investment income		67		550
Reinsurance recoverable		4		1,079
Deferred tax assets		—		536
Value of business acquired		—		1,696
Other assets		83		764
Total identifiable assets acquired		5,929		58,200
Interest sensitive contract liabilities		403		47,629
Future policy benefits		4,519		7,795
Other policy claims and benefits		55		116
Dividends payable to policyholders		771		202
Income taxes payable		—		46
Derivative liabilities		—		194
Other liabilities		107		1,537
Total identifiable liabilities assumed		5,855		57,519
Net identifiable assets acquired		74		681
Goodwill (Bargain purchase gain)		—		(152)
Net assets acquired	\$	74	\$	529

DLD contributed \$129 million of revenue and \$6 million of net income during the year ended December 31, 2015. Aviva USA contributed \$(7) million of revenue and \$180 million of net income during the year ended December 31, 2013. Transaction costs incurred during the years ended December 31, 2015, 2014, and 2013, for these acquisitions were \$15 million, \$7 million, and \$13 million, respectively, and are included in policy and other operating expenses on the consolidated statements of income.

The following unaudited pro forma revenue and net income assumes a January 1, 2014, acquisition date for DLD and January 1, 2012, acquisition date for Aviva USA:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Revenue	\$ 3,002	\$ 4,622	\$ 6,001
Net income	579	473	1,896

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

9. Reinsurance

The following summarizes the effect of reinsurance on premiums and future policy and other policy benefits on the consolidated statements of income:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Premiums			
Direct	\$ 445	\$ 387	\$ 282
Reinsurance assumed	24	28	12
Reinsurance ceded	(274)	(315)	(1,431)
Total premiums	<u>\$ 195</u>	<u>\$ 100</u>	<u>\$ (1,137)</u>
Future policy and other policy benefits			
Direct	\$ 1,041	\$ 1,320	\$ 577
Reinsurance assumed	30	(134)	21
Reinsurance ceded	(554)	(490)	(1,548)
Total future policy and other policy benefits	<u>\$ 517</u>	<u>\$ 696</u>	<u>\$ (950)</u>

Reinsurance typically provides for recapture rights on the part of the ceding company for certain events of default. Additionally, some agreements require us to place assets in trust accounts for the benefit of the ceding entity. As of December 31, 2015, and 2014, we held assets in trusts of \$1,314 million and \$1,545 million, respectively. While we own assets placed in trust, their use is restricted based on the trust agreement terms. If the statutory book value of the assets, or in certain cases fair value, in a trust declines because of impairments or other reasons, we may be required to contribute additional assets to the trust. In addition, the assets within a trust may be subject to a pledge in favor of the applicable reinsurance company.

Global Atlantic ceded reinsurance transactions—We entered into a series of reinsurance agreements with affiliates of Global Atlantic to cede the majority of the Aviva USA acquired life business for a combined ceding commission of \$112 million during the year ended December 31, 2013.

In conjunction with the Company's business combination with Aviva USA, we elected the fair value option for the ILICO Closed Block and certain blocks of universal and other life business ceded to Global Atlantic whereby the Aviva USA acquired life business was adjusted to fair value at the acquisition date of October 2, 2013, and is measured at fair value each reporting period.

We have a 100% coinsurance and assumption agreement with Accordia Life and Annuity Company (Accordia), an affiliate of Global Atlantic. The agreement ceded all existing open block life insurance business issued by Athene Annuity and Life Company (AAIA), with the exception of enhanced guarantee universal life insurance products. We also entered into a 100% coinsurance agreement with Accordia to cede all policy liabilities of the ILICO Closed Block. The ILICO Closed Block consists primarily of participating whole life insurance policies. We also have an excess of loss arrangement with Accordia to reimburse the Company for any payments required from the Company's general assets to meet the contractual obligations of the AmerUs Closed Block not covered by existing reinsurance through Athene Re USA IV. The AmerUs Closed Block consists primarily of participating whole life insurance policies. Since all liabilities were covered by the existing reinsurance at close, no reinsurance premiums were ceded. The assets backing the AmerUs Closed Block are managed, on AAIA's behalf, by Goldman Sachs Asset Management, an affiliate of Global Atlantic.

During the third quarter of 2015, AAIA agreed to novate certain open blocks of business ceded to Accordia, that were in force as of August 1, 2015, in accordance with the terms of the coinsurance and assumption

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ATHENE HOLDING LTD.
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agreement. As a result of the novation, interest sensitive contract liabilities decreased \$4,179 million, future policy benefits decreased \$67 million, policy loans decreased \$129 million, and reinsurance recoverable decreased \$4,117 million.

We also have reinsurance agreements with First Allmerica Financial Life Insurance Company (FAFLIC), an affiliate of Global Atlantic. These agreements, comprising funds withheld coinsurance and coinsurance and assumption reinsurance, ceded existing life business. The assets backing the funds withheld liabilities are managed, on our behalf, by Goldman Sachs Asset Management.

During the third quarter of 2015, portions of the reinsurance agreements between us and FAFLIC were amended to change the reinsurance agreements from funds withheld coinsurance to coinsurance, which resulted in a \$930 million decrease to funds withheld liability, and a corresponding decrease to assets, primarily consisting of investments.

At December 31, 2015, and 2014, Global Atlantic maintained a series of trust and custody accounts under the terms of these agreements with assets having a fair value of \$4,614 million and \$6,743 million, respectively.

Protective Life ceded reinsurance transactions—We reinsured substantially all of the existing life and health business of Athene Annuity & Life Assurance Company (AADE) to Protective Life under a coinsurance agreement in 2011. At December 31, 2015, and 2014, Protective Life maintained a trust for our benefit with assets having a fair value of \$1,616 million and \$1,753 million, respectively.

Ceded Reinsurance Transactions—The following summarizes our reinsurance recoverable from the following:

<i>(In millions)</i>	December 31,	
	2015	2014
Global Atlantic	\$ 5,090	\$ 9,306
Protective Life	1,760	1,798
Other ¹	407	480
Reinsurance recoverable	\$ 7,257	\$ 11,584

¹ Represents all other reinsurers, with no single reinsurer having a carrying value in excess of 5% of total recoverable.

Assumed Coinsurance Transactions—We have coinsurance agreements with Transamerica Life Insurance Corporation (Transamerica) and Liberty Bankers Life Insurance Company, under which we assumed fixed annuities. The following summarizes our assumed coinsurance reserves:

<i>(In millions)</i>	December 31,	
	2015	2014
Transamerica Life Insurance Corporation	\$ 1,122	\$ 1,343
Liberty Bankers Life Insurance Company	371	445

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

10. Deferred Acquisition Costs, Deferred Sales Inducements, and Value of Business Acquired

The following represents a rollforward of DAC, DSI, and VOBA:

<i>(In millions)</i>	DAC	DSI	VOBA	Total
Balance at December 31, 2012	\$ 117	\$ 70	\$ 177	\$ 364
Additions	125	37	1,727	1,889
Unlocking	9	3	2	14
Amortization	(32)	(19)	(123)	(174)
Impact of unrealized investment (gains) losses	(9)	—	51	42
Balance at December 31, 2013	210	91	1,834	2,135
Additions	250	113	—	363
Unlocking	2	6	28	36
Amortization	(20)	(10)	(129)	(159)
Impact of unrealized investment (gains) losses	(17)	(12)	(117)	(146)
Balance at December 31, 2014	425	188	1,616	2,229
Additions	288	136	—	424
Unlocking	(6)	(2)	(27)	(35)
Amortization	(34)	(18)	(136)	(188)
Impact of unrealized investment (gains) losses	34	17	182	233
Balance at December 31, 2015	\$ 707	\$ 321	\$ 1,635	\$ 2,663

The unlocking impact in 2015 was primarily driven by a decrease in expected long term net investment earned rates. In 2014, the unlocking impact was primarily driven by an increase in expected long term net investment earned rates. The unlocking impact in 2013 was primarily the result of lowering lapse rates on one of the fixed indexed annuity products to better reflect actual experience, offset by lowering the future hedge budget on the same product.

We did not make any adjustments to DAC recoverability during the years ended December 31, 2015, 2014, or 2013.

The expected amortization of VOBA for the next five years is as follows:

<i>(In millions)</i>	Expected Amortization
2016	\$ 161
2017	152
2018	144
2019	131
2020	121

11. Closed Block

The Company pays guaranteed benefits under all policies included in the Closed Blocks. In the event the Closed Blocks' assets are insufficient to meet the benefits of the Closed Blocks' guaranteed benefits, we would use general assets to meet the contractual benefits of the Closed Blocks' policyholders. We ceded the ILICO Closed Block of policies to Global Atlantic. In addition, Global Atlantic is responsible for managing the dividend scale of the AmerUs Closed Block.

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In conjunction with the Company's business combination with Aviva USA, the fair value option was elected for the AmerUs Closed Block, whereby all assets and liabilities of the AmerUs Closed Block were adjusted to fair value at the acquisition date of October 2, 2013. The fair value of liabilities of the AmerUs Closed Block was derived as the sum of the fair value of the AmerUs Closed Block assets plus our cost of capital in the AmerUs Closed Block. The cost of capital was determined to be the present value of the projected future after tax earnings on the required capital of the AmerUs Closed Block, discounted at a rate which represents a market participant's required rate of return.

The election of the fair value option on the AmerUs Closed Block results in the change in liabilities, exclusive of the cost of capital, to be equal to the change in the assets in periods subsequent to the acquisition date. We do not record additional policyholder dividend obligations, as there are no future GAAP earnings available to the policyholders.

The excess of the fair value of the liabilities over the fair value of the assets represents our cost of capital in the AmerUs Closed Block. The maximum amount of future earnings from the assets and liabilities of the AmerUs Closed Block is represented by the reduction in the cost of capital in future years based on the operations of the AmerUs Closed Block and recalculation of the cost of capital each reporting period.

Summarized financial information of the AmerUs Closed Block is presented below.

<i>(In millions)</i>	December 31,	
	2015	2014
Liabilities		
Future policy benefits	\$ 1,581	\$ 1,715
Other policy claims and benefits	12	15
Dividends payable to policyholders	94	96
Other liabilities	10	11
Total liabilities	<u>1,697</u>	<u>1,837</u>
Assets		
Trading securities	1,316	1,470
Mortgage loans, net of allowances	48	55
Policy loans	181	186
Total investments	<u>1,545</u>	<u>1,711</u>
Cash and cash equivalents	45	12
Accrued investment income	18	18
Reinsurance recoverable	22	31
Other assets	3	3
Total assets	<u>1,633</u>	<u>1,775</u>
Maximum future earnings to be recognized from AmerUs Closed Block	<u>\$ 64</u>	<u>\$ 62</u>

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

The following represents the contribution from AmerUs Closed Block.

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Revenues			
Premiums	\$ 58	\$ 64	\$ 17
Net investment income	86	86	21
Investment related gains (losses)	(124)	110	(6)
Total revenues	20	260	32
Benefits and expenses			
Future policy and other policy benefits	(24)	212	20
Dividends to policyholders	45	45	11
Total benefits and expenses	21	257	31
Contribution (to) from AmerUs Closed Block before income taxes	(1)	3	1
Federal income taxes funded by the Closed Block	1	6	—
Contribution (to) from AmerUs Closed Block, net of income taxes	\$ (2)	\$ (3)	\$ 1

12. Debt

Refer to *Note 6 – Variable Interest Entities* for disclosures regarding borrowings of the Company's consolidated VIEs.

Revolving Credit Facility—In 2013, AHL and ALRe entered into a three-year revolving credit agreement (Credit Facility) with Citibank, N.A., as administrative agent. Beginning in 2014, Athene USA was added as a borrower. The amount available under the Credit Facility was \$500 million. In connection with the Credit Facility, AHL guaranteed all of the obligations of ALRe and Athene USA, ALRe guaranteed certain of the obligations of AHL and Athene USA, and Athene USA guaranteed the obligations of AHL and ALRe. The agreement contained various standard covenants with which we had to comply. The following are significant covenants we were required to meet:

1. Consolidated debt to capitalization ratio of less than 35%, or in certain circumstances 25%,
2. Minimum consolidated net worth of no less than 70% of the Company's consolidated net worth on the date of the Company's acquisition of Aviva USA plus 50% of the cash received in any subsequent equity issuances and 50% of the Company's positive consolidated net income for each subsequent fiscal year,
3. The Company's material U.S. insurance subsidiaries to maintain a ratio of total adjusted capital to authorized control level risk-based capital (each as defined by the National Association of Insurance Commissioners (NAIC)) of no less than 400%,
4. ALRe to maintain capital and surplus of no less than 70% of ALRe's capital and surplus on the date of the Company's acquisition of Aviva USA plus 50% of ALRe's positive net income for each fiscal year, and
5. Restrictions on our ability to incur debt and liens and to declare or pay dividends, in each case with certain exceptions.

As of December 31, 2015, we had no amounts outstanding under the Credit Facility and were in compliance with all covenants.

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Interest accrued on outstanding borrowings at LIBOR plus a margin based on the debt to capitalization ratio of the Company. Total interest expense was not material during the years ended December 31, 2015, 2014, or 2013. The Credit Facility had a commitment fee of 0.50% of the unused commitment. We incurred \$8 million of loan origination fees which were amortized to interest expense over the term of the facility using the straight line method.

On January 22, 2016, we terminated the Credit Facility and entered into a five-year revolving credit agreement (Revolving Credit Facility) with Citibank, N.A., as administrative agent. The amount available under the Revolving Credit Facility is \$1 billion, with AHL, ALRe, and Athene USA as borrowers on the agreement. Interest will accrue on outstanding borrowings at LIBOR plus a margin or a base rate plus a margin, based on the credit rating of AHL. The Revolving Credit Facility has a commitment fee on the unused commitment, based on the credit rating of AHL.

13. Common Stock

We have six classes of common stock: Class A, Class B, Class M-1, Class M-2, Class M-3, and Class M-4. The Class M-1, Class M-2, Class M-3, and Class M-4 shares are collectively referred to as Class M shares.

Class A shares collectively represent 55% of the total voting power of the Company. Class B shares represent the remaining 45% of the total voting power of the Company, and are beneficially owned by shareholders who are members of the Apollo Group, as defined in our bye-laws. Class M shares are restricted, non-voting shares issued under equity incentive plans. See additional discussion of incentive compensation in *Note 14 – Stock-based Compensation*. Our bye-laws place certain restrictions on Class A shares such that (1) a holder of Class A shares, including its affiliates, cannot control greater than 9.9% of the total outstanding vote and if a holder of Class A shares were to control greater than 9.9%, then a holder's voting power is automatically reduced to 9.9% and the other holders of Class A shares would vote the remainder on a prorated basis, (2) the total voting power held by members of our management and employees of the Apollo Shareholder Group is limited to 3%, and (3) Class A shares may be deemed non-voting when owned by a shareholder who owns Class B shares, has an equity interest in certain Apollo entities, or is a member of the Apollo Shareholder Group.

Share Activities

2015

- We received \$1,038 million to settle remaining capital commitments executed on April 4, 2014 in connection with a private placement offered to accredited investors. As a result, we issued 31,564,339 Class A Shares and 8,369,230 Class B Shares at \$26.00 per share.
- We received commitments and issued an additional 2,315,113 Class A Shares at \$26.02 per share, resulting in proceeds received of \$60 million.
- In satisfaction of our final obligations under the TASA earned by Apollo in 2014, we issued 2,311,853 Class B shares. See *Note 19 – Related Parties* for further information on the TASA.

2014

- We received commitments for 41,201,578 Class A shares and 8,730,769 Class B shares as a result of a private placement offered to accredited investors launched in late 2013. Of that commitment, 8,240,316 Class A shares and 1,746,154 Class B shares were issued at \$26.00 per share in April 2014, which represented a drawdown of 20% of the committed capital in the private placement at the time. The commitment for the remaining 39,945,877 shares was recorded as common shares subscribed but unissued, with an offsetting subscription receivable as described under *Subscriptions Receivable* below.

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- To encourage significant investment by key employees, we issued 3,693,730 Class A shares at a discounted price of \$13.46 pursuant to our equity incentive plan.
- We issued a total of 11,426,883 Class B shares in satisfaction of certain of our obligations under the TASA. This agreement is further described in *Note 19 – Related Parties*.
- The convertible note issued in 2012 as part of the Contribution Agreement was converted to shares, resulting in the issuance of 3,808,626 Class B shares. This agreement is further described in *Note 19 – Related Parties*.
- We authorized the following additional shares at a par value of \$0.001 per share: (1) 87,110,662 Class A shares, (2) 175,000,000 Class B shares, (3) two new classes of incentive compensation shares consisting of 7,500,000 Class M-3 shares and 7,500,000 Class M-4 shares, and (4) 149,998,898 shares of capital stock, which remain undesignated.

2013

- We issued shares totaling 8,869,562 upon the satisfaction of previous share purchase commitments.

Subscriptions Receivable – As of December 31, 2015, we had no subscriptions receivable. At December 31, 2014, we had 39,933,569 common shares subscribed but unissued and an offsetting subscription receivable of \$1,038 million as a result of the 2014 private placement discussed above. There were no subscriptions receivable at December 31, 2013.

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The table below shows the changes in each class of shares issued and outstanding:

	2015	2014	2013
Class A			
Beginning balance	15,752,736	494,200	494,200
Issued shares	34,498,220	11,950,844	—
Repurchased shares	(99,691)	—	—
Transferred from Class B shares, net	—	3,307,692	—
Ending balance	50,151,265	15,752,736	494,200
Class B			
Beginning balance	125,282,892	114,605,747	111,594,479
Issued shares	10,681,083	16,981,664	8,869,562
Repurchased shares	—	(2,996,827)	(5,858,294)
Transferred to Class A shares, net	—	(3,307,692)	—
Ending balance	135,963,975	125,282,892	114,605,747
Class M-1			
Beginning balance	5,198,273	5,198,273	5,198,273
Ending balance	5,198,273	5,198,273	5,198,273
Class M-2			
Beginning balance	3,125,869	3,226,792	3,125,870
Issued shares	—	—	100,922
Forfeited shares	—	(80,738)	—
Repurchased shares	—	(20,185)	—
Ending balance	3,125,869	3,125,869	3,226,792
Class M-3			
Beginning balance	3,350,000	—	—
Issued shares	—	3,390,000	—
Forfeited shares	(216,000)	(32,000)	—
Repurchased shares	(24,000)	(8,000)	—
Ending balance	3,110,000	3,350,000	—
Class M-4			
Beginning balance	—	—	—
Issued shares	5,316,751	—	—
Forfeited shares	(242,050)	—	—
Repurchased shares	(36,258)	—	—
Ending balance	5,038,443	—	—

14. Stock-based Compensation

We adopted share incentive plans in 2009, 2012, and 2014 (Share Incentive Plans). The 2009 and 2012 Share Incentive Plans were amended and restated in 2014 (2014 Modification), along with the adoption of the 2014 Share Incentive Plan (2014 Plan). The purpose of the Share Incentive Plans is to provide an incentive to achieve

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long-term company goals and align the interests of our employees and directors, and AAM employees, with those of shareholders. See *Note 19 – Related Parties* regarding our relationship with AAM. Under the Share Incentive Plans, we may issue nonqualified share options, rights to purchase shares, restricted shares, restricted stock units (RSUs), and other awards which may be settled in, or based upon, our common shares.

The aggregate number of shares authorized for issuance under the Share Incentive Plans includes:

- 7,109,560 Class M-1 shares
- 5,000,000 Class M-2 shares
- 7,500,000 Class M-3 shares
- 7,500,000 Class M-4 shares
- 8,000,000 Class A common shares

Through the Share Incentive Plans, we have issued the following two categories of stock-based compensation: Class M awards and Class A awards.

Class M awards—We have issued Class M shares and RSUs concurrently with the timing of capital raises, in order to align management incentives with shareholder investments.

Class M shares function similarly to options in that they are exchangeable into Class A shares upon payment of a conversion price and other conditions being met. The settlement value of the RSUs is based upon the value of the Class A shares at the time of settlement after deducting the conversion price of the RSUs. RSUs may be settled either in cash or Class A shares at the Company's election. One portion of the Class M shares and RSUs is subject to time vesting conditions (Tranche 1), and the other portion is subject to certain performance-based vesting conditions (Tranche 2). Both Tranche 1 and Tranche 2 RSUs require an initial public offering (IPO) as an additional vesting condition. Vesting conditions are further described below.

The nature and terms of the Class M shares are generally consistent across each class. In October 2015, we issued Class M-4 shares with a different Tranche 2 performance condition than the original Class M-4 award. These shares are referred to as Class M-4 Prime. This vesting condition and any other significant differences between classes will be separately discussed throughout the following discussion.

Class M share vesting – Tranche 1 shares generally vest in 20% increments on the first through fifth anniversaries of the earlier of the date of grant or vesting inception date. Tranche 1 shares also automatically vest upon the sale of the Company or change in control, prior to the participant's termination or within six months following a qualifying termination. Unvested Tranche 1 shares are forfeited upon a participant's termination.

Tranche 2 awards vest if certain performance hurdles are met, described as follows:

- *Class M (excluding M-4 Prime)* – The vesting performance hurdle is based on the rate of return and realized cash received by certain holders of our shares (Relevant Investors), as defined in each incentive plan, upon sale of their shares prior to or during an IPO or within a 15 month period thereafter (Lock-Up End Date). Vesting may also occur if the performance hurdles are met based on a deemed sale by a Relevant Investor on the dates 7.5, 12, and 15 months after an IPO, and on each trading day thereafter, through the Contractual Term of each M share class, at a price equal to the volume weighted average closing trading price during the 90 day period prior to such date. Based on the results of the performance hurdle calculations, the vesting percentages of the Tranche 2 awards can range from 0% to 100%. Upon a participant's qualifying termination, unvested Tranche 2 awards remain outstanding and eligible to vest for a period of 18 months following the later of the IPO date or date of a qualifying termination. Any unvested Tranche 2 shares remaining at the end of this 18 month period are forfeited.

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- *Class M-4 Prime* – The vesting performance hurdle is based on the attainment of a specified Class A share price following an IPO. Vesting will also occur upon a sale of the Company or change in control in which Class A Shares are valued at the respective hurdle share price. Any unvested Tranche 2 shares remaining as of the tenth anniversary of the grant date are forfeited.

Upon a participant's termination, vested Class M shares and converted Class A shares are eligible to be repurchased, at the Company's option, for a price determined based on the reason for termination.

Contractual Terms – Unvested Class M share are forfeited as of the following dates:

- *Class M-1* – 10 years from the grant date
- *Class M-2* – 10 years from the grant date
- *Class M-3* – 4.25 years following an IPO (three years after Lock-Up End Date)
- *Class M-4* – 5.25 years following an IPO (four years after Lock-Up End Date)

Although the Class M shares function similarly to options, they are equity shares, and have dividend rights and no expiration date once vested. Prior to vesting, Class M shares generally do not participate in the Company's dividends, if any.

Conversion to Class A shares – Vested Class M shares become eligible for conversion to Class A shares upon the occurrence of the following events:

- *Class M (excluding M-4 Prime)* – The earlier of (1) the realization by Relevant Investors of cash proceeds equal to their investment in the Company or (2) the effective date of an IPO.
- *Class M-4 Prime* – The earlier of (1) a sale of the Company or change in control or (2) the effective date of an IPO.

Following this date, a holder of vested Class M shares may elect to exchange vested shares for an equivalent number of Class A shares upon payment to the Company, in cash or in shares, of the conversion price less the amount of certain dividends paid by the Company on Class A shares subsequent to the granting of Class M shares. Following a conversion to Class A shares, shares can be sold subject to contractual transfer or legal restrictions, such as lockups, blackout periods, or affiliate sale volume caps.

As of December 31, 2015, no Class M shares were exchangeable into Class A shares.

2014 Modification – During 2014, we adopted amendments to the terms of the existing Class M-1 and M-2 shares to conform the vesting and repurchase terms of the Class M-1 and M-2 shares to those of the Class M-3 and M-4 shares, described above. Twenty-nine individuals were impacted by the modification.

Under the terms of the original plans for the Class M-1 and M-2 shares, we had the right to repurchase vested shares at the lower of purchase cost or fair value if an employee resigned without good reason, either before an IPO or under other conditions as defined in the original plans. As a result of this repurchase option, the expense associated with vested incentive shares would not be recognized on the consolidated statements of income until the date on which such shares would have been converted to Class A shares. Therefore, no expense had been recorded related to the Class M-1 or M-2 shares prior to the 2014 Modification, which revised the terms to generally call for a repurchase price equal to the fair market value of a Class A share less the conversion price of the respective Class M share.

Upon modification of a share award, the share awards are revalued and remeasured as if a new share award was issued. The 2014 Modification of the Class M-1 and M-2 shares resulted in non-recurring additional stock based compensation expense of \$81 million.

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Class A awards—The 2014 Plan also allows for the purchase of Class A shares by certain employees and directors of the Company and its affiliates. In 2015, we issued an aggregate of 442,590 fully-paid Class A shares for total proceeds of \$12 million under the 2014 Plan. In April 2014, we issued an aggregate of 3,693,730 fully-paid Class A shares for total proceeds of \$50 million under the 2014 Plan. For the years ended December 31, 2015, and 2014, we recognized \$2 million and \$46 million, respectively, of stock-based compensation expense associated with the Class A shares to the extent shares were purchased at a discounted price from fair value on the issuance date.

Additionally, we may issue restricted Class A shares to management of the Company and its affiliates. In 2015, we issued 160,754 restricted Class A shares to management of the Company and its affiliates. These awards had a grant date fair value of \$26.02 per share. The restricted Class A shares had a service commencement date of January 1, 2015, and vest ratably over three years. No shares were legally vested at grant date. The restricted Class A shares are classified as equity awards measured using fair value of Class A shares on grant date.

A new annual bonus plan began in 2015 under which certain employees are eligible to receive a percentage of their bonus in restricted Class A shares which generally vest over three years. Employees receiving equity under this plan for the 2015 bonus period only will have one third of their awards vested at time of grant in February 2016. As the service inception date for these awards occurred in 2015 and precedes the grant date, compensation expense for the portion to be vested at grant date was recognized in 2015 at the current period fair value.

Compensation expense—Class M shares with Tranche 1 vesting requirements are accounted for as equity awards and related compensation expense is recognized ratably over the vesting period. The expense for Tranche 1 shares issued to employees is calculated based on grant date fair value multiplied by the number of shares awarded. The expense for Tranche 1 shares issued to non-employees (i.e. AAM participants) is recognized initially at the grant date fair value multiplied by the number of shares. However, the fair value of the awards are revalued each reporting period through completion of counterparty performance to coincide with the fair value of the services provided by the non-employees. The result of the revaluation is recognized in the period in which the revaluation occurs.

Employee and non-employee Tranche 2 shares, excluding M-4 Prime, are accounted for as liability awards. Compensation expense for all participants is remeasured each reporting period through settlement at the fair value of the awards, factoring in the probability of achieving the vesting targets described above. Upon vesting of Tranche 2 shares, the liability is reclassified to equity, because the vesting condition which resulted in liability classification is no longer present, and measured at fair value on the date of reclassification.

Tranche 2 M-4 Prime shares are accounted for as equity awards with expense recognition commencing upon completion of an IPO by the Company and calculated based on the grant date fair value of such awards multiplied by the number of shares awarded.

We also issued a net of 181,050 Class M-4 RSUs during the year ended December 31, 2015. Since there is no vesting of the RSUs prior to an IPO, there is no current period expense associated with these awards.

Class A shares are accounted for as equity awards and related compensation expense is recognized ratably over the vesting period, if any. The compensation expense for Class A shares is calculated based on the grant date fair value of the Class A common shares, less the purchase price, multiplied by the number of shares awarded.

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Components of stock compensation expense recorded on the consolidated statements of income are as follows:

<i>(In millions)</i>	Years ended December 31,	
	2015	2014
Class M – Tranche 1	\$ 12	\$ 54
Class M – Tranche 2	50	47
Class A	5	47
Stock-based compensation expense	\$ 67	\$ 148

Of the total compensation expense amount in 2014, \$131 million represents a non-recurring expense that was primarily the result of the 2014 Modification and the purchase of discounted Class A shares under the 2014 Plan as previously discussed. There was no compensation expense recognized in connection with the stock-based compensation plans in 2013. No compensation costs were capitalized as part of the cost of an asset during any of the reported years.

As of December 31, 2015, the Class M shares had unrecognized compensation expense of \$23 million associated with the Tranche 1 vesting awards and \$62 million associated with the Tranche 2 vesting awards. The cost is expected to be recognized over a weighted-average period of 1.7 years and 1.2 years, associated with the Tranche 1 vesting awards and Tranche 2 vesting awards, respectively. There was no unrecognized compensation expense associated with discounted Class A shares.

Valuation Assumptions—The fair value of the Class M shares issued prior to 2014 was estimated on the date of grant using a lattice-based valuation model. Beginning in 2014, we determined the fair value of the Class M shares using the Black-Scholes option pricing model, with application of a Monte-Carlo simulation to determine the value of the Tranche 2 Class M shares. Assumptions used for valuation of all Class M shares are as follows:

Assumptions used	December 31, 2015	December 31, 2014	2014 Modification Date
Athene Class A and B share value	\$34.23	\$26.02	\$26.00
Risk-free interest rate	0.9%–1.1%	0.6%	0.3%
Expected dividend yield	—%	—%	—%
Volatility	25.9%	17.5%	20.0%
Expected term	2.42 years	2.39 years	2.27 years

The fair value of the Class A and B shares at December 31, 2015 is determined based on GAAP book value multiple approach. Under this approach we utilized a comparable peer set of public companies and their share price to book value ratio, less applicable discounts for lack of marketability of AHL in order to determine the AHL Class A and B share price. The fair value of Class A shares on December 31, 2014 was determined using the embedded value method which is based on the present value of the future expected regulatory distributable income generated by the net assets plus the excess capital. The fair value of Class A shares on the modification date of the Class M-1 shares and M-2 shares was determined to be \$26.00 per share as the modification date coincided with a private placement of our Class A shares at a price of \$26.00 per share.

The risk-free interest rates are derived from U.S. Constant Maturity Treasury yield at the valuation date, with maturity corresponding to weighted-average expected term. The expected dividend yields are based on our historical and expected dividend payments, which have been zero to date. Absent a public market for our shares, we have historically estimated volatility of our share price based on the published historical volatilities of comparable publicly-traded companies over a period consistent with the expected life of the award being valued.

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We estimate the weighted-average expected term of the Class M shares based on the weighted-average time to an expected liquidity event, such as an IPO or other Relevant Investor sale, according to the terms of the Class M shares and including an assumption as to expected employee exercise behavior after such liquidity event. The weighted-average expected term is determined from the 2014 modification date, the grant date, or the period end date depending on the accounting treatment for each award.

In addition, the Tranche 2 Class M share assumptions include an estimate of the probability of the vesting conditions being met. This assumption is developed by using a Monte-Carlo simulation to generate the possible future value of the Company's equity at a liquidity event to determine the percentage of Tranche 2 Class M shares that vest for each simulated path. The fair value of the Tranche 2 Class M shares is then estimated by averaging the value for all simulated paths and discounting the results at the risk-free interest rate to the valuation date.

Award activity—A rollforward of award activity for the year ended December 31, 2015, of the Class M shares is as follows:

	Tranche 1			Tranche 2			Total	
	Class M Shares	Weighted Average Conversion Price	Aggregate Intrinsic Value	Class M Shares	Weighted Average Conversion Price	Aggregate Intrinsic Value	Class M Shares	Weighted Average Conversion Price
<i>(In millions, except share and per share data)</i>								
Outstanding at the beginning of the year	5,144,481	\$ 11.36		6,529,661	\$ 11.07		11,674,142	\$ 11.20
Granted during the year	1,925,600	26.96		2,868,934	27.29		4,794,534	27.16
Forfeited during the year	(203,675)	20.09		(254,375)	20.08		(458,050)	20.09
Repurchased during the year	(50,902)	20.09		—	—		(50,902)	20.09
Outstanding at the end of the year	6,815,504	\$ 15.44		9,144,220	\$ 15.91		15,959,724	\$ 15.71
Vested and expected to vest at December 31, 2015	6,712,794	\$ 13.79	\$ 127	8,882,321	\$ 14.66	\$ 163		

There were no convertible, converted, or expired shares during the years ended December 31, 2015, 2014, and 2013.

The following represents the activity of nonvested Class M shares for the year ended December 31, 2015:

	Tranche 1		Tranche 2		Total	
	Class M Shares	Weighted Average Grant Date Fair Value	Class M Shares	Weighted Average Grant Date Fair Value	Class M Shares	Weighted Average Grant Date Fair Value
Nonvested at the beginning of the year	1,743,777	\$ 7.36	5,421,995	\$ 2.25	7,165,772	\$ 3.50
Granted during the year	1,925,600	7.06	2,868,934	9.74	4,794,534	8.66
Vested during the year	(804,411)	5.35	—	—	(804,411)	5.35
Forfeited during the year	(203,675)	7.60	(254,375)	3.49	(458,050)	5.32
Nonvested at the end of the year	2,661,291	\$ 7.74	8,036,554	\$ 4.88	10,697,845	\$ 5.59

The weighted average grant date fair value of Class M share awards granted during the years ended December 31, 2014, and 2013, was \$9.31 and \$0.16, respectively.

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The total fair value of vested Tranche 1 Class M shares was \$98 million, \$49 million, and zero as of December 31, 2015, 2014, and 2013, respectively. The total fair value of vested Tranche 2 Class M shares was \$28 million, \$17 million, and zero as of December 31, 2015, 2014, and 2013, respectively.

In 2014, we issued 6,184,948 of our Class B shares to Apollo in satisfaction of settlement amounts earned in 2014 by Apollo under the TASA discussed in *Note 19 – Related Parties*. In 2014, we also settled the equity swap transaction related to the TASA through the issuance of 5,241,935 Class B shares to Apollo.

15. Earnings Per Share

The following table represents basic and diluted earnings per share calculation:

<i>(In millions, except share and per share data)</i>	Years ended December 31,		
	2015	2014	2013
Net income available to AHL shareholders	\$ 562	\$ 463	\$ 916
Basic weighted average shares outstanding	175,091,802	129,519,108	113,506,457
Dilutive effect of stock compensation plans	86,846	11	9
Dilutive effect of equity swap ¹	—	2,089,345	1,603,564
Diluted weighted average shares outstanding	<u>175,178,648</u>	<u>131,608,464</u>	<u>115,110,030</u>
Earnings per share²			
Basic	\$ 3.21	\$ 3.58	\$ 8.07
Diluted	\$ 3.21	\$ 3.52	\$ 7.96

¹ Equity swap relates to TASA. See Note 18 – Related Parties for additional information.

² Calculated using whole figures.

Dilutive shares are calculated using the treasury stock method. Earnings per share for all Class M shares is zero, as no earnings are attributable to these classes of shares.

The number of shares and RSUs excluded from diluted shares outstanding were 16,653,624 shares, 11,674,141 shares, and 8,425,063 shares for the years ended December 31, 2015, 2014, and 2013, respectively. These are related to Class M shares and RSUs, as the issuance restrictions had not been satisfied as of each year end.

16. Accumulated Other Comprehensive Income

The following is a detail of AOCI, net of offsets:

<i>(In millions)</i>	December 31,	
	2015	2014
AFS securities	\$ (405)	\$ 1,328
DAC, DSI, VOBA, and future policy benefit adjustment on AFS securities	91	(328)
Noncredit component of other-than-temporary impairment losses on AFS securities	(15)	(5)
Hedging instruments	15	4
Pension adjustments	(4)	(16)
Foreign currency translation adjustments	(4)	—
Accumulated other comprehensive income (loss), before taxes	(322)	983
Deferred income tax asset (liability)	85	(339)
Accumulated other comprehensive income (loss)	<u>\$ (237)</u>	<u>\$ 644</u>

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Changes in AOCI are presented below.

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Unrealized gains (losses) on AFS securities			
Unrealized holding gains (losses) arising during the year	\$ (1,661)	\$ 1,225	\$ (221)
Change in DAC, DSI, VOBA, and future policy benefits	419	(317)	66
Less: Reclassification adjustment for gains (losses) realized in net income ¹	72	9	69
Less: Income tax expense (benefit)	(428)	318	(73)
Change in unrealized gains (losses) on AFS securities	(886)	581	(151)
Noncredit component of other-than-temporary impairment losses on AFS securities			
Noncredit component of other-than-temporary impairment losses on AFS securities recognized during the year	(13)	(1)	1
Less: Reclassification adjustment for losses realized in net income ¹	(3)	—	(4)
Less: Income tax expense (benefit)	(4)	1	2
Change in noncredit component of other-than-temporary impairment losses on AFS securities	(6)	(2)	3
Unrealized gain (loss) on hedging instruments			
Change in hedging instruments during the year	11	10	(2)
Less: Income tax expense	4	4	—
Change in hedging instruments	7	6	(2)
Pension adjustments			
Pension adjustments during the year	12	(17)	1
Less: Income tax expense (benefit)	4	(6)	—
Change in pension adjustments	8	(11)	1
Foreign currency translation adjustments			
Foreign currency translation adjustments during the year	(4)	—	—
Change in AOCI	<u>\$ (881)</u>	<u>\$ 574</u>	<u>\$ (149)</u>

¹ Recognized in investment related gains (losses) on the consolidated statements of income

17. Income Taxes

Income tax expense consists of the following:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Current	\$ (19)	\$ (84)	\$ 81
Deferred	33	138	(89)
Income tax expense (benefit)	<u>\$ 14</u>	<u>\$ 54</u>	<u>\$ (8)</u>

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Income tax expense was calculated based on the following components of income before income taxes:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Pre-tax income – Bermuda	\$ 510	\$ 271	\$ 1,040
Pre-tax income – Germany	8	—	—
Pre-tax income (loss) – U.S.	74	261	(51)
Income before income taxes	\$ 592	\$ 532	\$ 989

The expected tax provision computed on pre-tax income at the weighted average tax rate has been calculated as the sum of the pre-tax income in each jurisdiction multiplied by that jurisdiction's applicable statutory tax rate. Statutory tax rates of 0%, 31%, and 35% have been used for Bermuda, Germany, and the United States, respectively. A reconciliation of the difference between the provision for income taxes and the expected tax provision at the weighted average tax rate is as follows:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Expected tax provision computed on pre-tax income at weighted average income tax rate	\$ 28	\$ 91	\$ (18)
(Decrease) increase in income taxes resulting from:			
Deferred tax valuation allowance	(6)	(22)	8
Prior year true-up	2	(12)	5
Interest expense on surplus notes	—	—	(1)
Corporate owned life insurance	(7)	(6)	(2)
State taxes and other	(3)	3	—
Total income tax expense (benefit)	\$ 14	\$ 54	\$ (8)
Effective tax rate	2%	10%	(1)%

Total income taxes were as follows:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Income tax expense (benefit)	\$ 14	\$ 54	\$ (8)
Income tax from OCI	(424)	317	(71)
Total income taxes	\$ (410)	\$ 371	\$ (79)

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Deferred income tax assets and liabilities consisted of the following:

<i>(In millions)</i>	December 31,	
	2015	2014
Deferred tax assets		
Insurance liabilities	\$ 1,351	\$ 2,075
Investments, including derivatives	144	8
Net unrealized losses on AFS	84	—
Net operating and capital loss carryforwards	160	162
VOBA	72	—
Employee benefits	57	50
Other	20	27
Total deferred tax assets	1,888	2,322
Valuation allowance	(193)	(133)
Deferred tax asset, after valuation allowance	1,695	2,189
Deferred tax liabilities		
Investments, including derivatives	573	1,166
Net unrealized gains on AFS	—	339
VOBA	372	354
Deferred acquisition costs	98	81
Other	46	29
Total deferred tax liability	1,089	1,969
Net deferred tax asset	\$ 606	\$ 220

At December 31, 2015, we have gross deferred tax assets associated with U.S. federal and state net operating losses of \$448 million, which will begin to expire in 2022.

The valuation allowance consists of the following:

<i>(In millions)</i>	December 31,	
	2015	2014
U.S. federal and state net operating losses	\$ 100	\$ 92
U.S. other deferred tax assets	27	41
German other deferred tax assets	66	—
Total valuation allowance	\$ 193	\$ 133

AHL and its Bermuda subsidiaries file protective U.S. income tax returns and its U.S. subsidiaries file income tax returns with the U.S. federal government and various U.S. state governments. AADE is not subject to U.S. federal and state examinations by tax authorities for years prior to 2007, while Athene Annuity & Life Assurance Company of New York (AANY) and Athene Life Insurance Company (ALIC) are not subject to examinations for years prior to 2012. IRS examinations for Aviva USA and subsidiaries have been completed for all tax years prior to 2011. We have protested certain unfavorable adjustments related to tax years 2008 through 2010 for

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Aviva USA. We do not believe any tax payments resulting from these examinations will materially impact the Company's effective tax rate or net income. Additionally, Aviva plc, the former parent company of Aviva USA, would be obligated to pay any additional tax. The IRS is currently auditing the 2011 through 2013 consolidated tax returns filed by Aviva USA. The burden of any proposed adjustments for tax periods, or portions thereof, ending on or prior to the acquisition would be borne by Aviva plc. No material proposed adjustments have been issued with respect to this exam.

Under current Bermuda law, we are not required to pay any taxes in Bermuda on either income or capital gains. We have received an undertaking from the Minister of Finance in Bermuda that, in the event of any such taxes being imposed, the Company will be exempted from taxation until the year 2035.

Withholding taxes have not been provided on undistributed earnings of AHL's U.S. and German subsidiaries as of December 31, 2015, or 2014. Although withholding taxes may apply in the event a dividend is paid by AHL's U.S. or German subsidiaries, we have not accrued withholding taxes as we do not intend to remit these earnings. The cumulative amount subject to withholding tax, if distributed, as well as the determination of the associated tax liability, is not practicable to compute; however, it may be material to the Company's financial position and results of operations. Any dividends remitted to AHL from ALRe are not subject to withholding tax.

18. Statutory Requirements

AHL's insurance and reinsurance subsidiaries are subject to insurance laws and regulations in the jurisdictions in which they operate including Bermuda, all 50 states in the United States, and the District of Columbia. Certain regulations include restrictions that limit the dividends or other distributions, such as loans or cash advances, available to shareholders without prior approval of the insurance regulatory authorities. The differences between financial statements prepared for insurance regulatory authorities and GAAP financial statements vary by jurisdiction.

Bermuda statutory requirements—ALRe is licensed by the Bermuda Monetary Authority (BMA) as a long term insurer and is subject to the Insurance Act 1978, as amended (Bermuda Insurance Act) and regulations promulgated thereunder. The statutory financial statements of ALRe are prepared in accordance with the Bermuda Insurance Act, as well as directions issued by the BMA. Under the Bermuda Insurance Act, ALRe is required to maintain minimum statutory capital and surplus equal to the greater of a minimum solvency margin (MSM) and the Enhanced Capital Requirement (ECR). The MSM is equal to the greater of \$8 million or 2% of the first \$500 million of assets plus 1.5% of assets above \$500 million and the ECR is calculated based on either an internally developed risk-based capital model or a standard risk-based capital model developed by the BMA. At December 31, 2015, the MSM and ECR were \$723 million and \$1,751 million, respectively.

Under the Bermuda Insurance Act, ALRe is prohibited from paying a dividend in an amount exceeding 25% of the prior year's statutory capital and surplus, unless at least two members of ALRe's board of directors sign and submit to the BMA, an affidavit attesting that a dividend in excess of this amount would not cause ALRe to fail to meet its relevant margins. In certain instances, ALRe would also be required to provide prior notice to the BMA in advance of the payment of dividends. In the event that such an affidavit is submitted to the BMA in accordance with the Bermuda Insurance Act, and further subject to ALRe meeting its MSM and ECR, ALRe is permitted to distribute up to the sum of 100% of statutory surplus and an amount less than 15% of statutory capital. Distributions in excess of this amount require the approval of the BMA. As of December 31, 2015, and 2014, the maximum distribution ALRe was permitted to pay AHL without the need for prior approval was \$3,529 million and \$3,068 million, respectively.

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ATHENE HOLDING LTD. **Notes to Consolidated Financial Statements**

The BMA has granted ALRe permission to use amortized cost instead of fair value as the basis for non-equity securities, including investments underlying funds withheld and modco reinsurance agreements. Excluded from ALRe's statutory returns were \$162 million of unrealized losses and \$1,255 million of unrealized gains as of December 31, 2015, and 2014, respectively.

Germany statutory requirements—Athene Lebensversicherung AG (ALV) and Athene Pensionskasse AG (APK) (collectively, the life entities of ADKG) are regulated by the Federal Financial Supervisory Authority of Germany (BaFin) as private insurance undertakings and are subject to the Insurance Supervision Act and regulations promulgated thereunder. The life entities of ADKG are required to maintain minimum statutory capital as calculated against reserves; however, we are permitted to use dividend payable balances held for policyholder participation in determining the total capital of the respective life entity. The following table demonstrates the capital requirements of each life entity:

<i>(In millions)</i>	December 31, 2015	
	Required Capital (Solvency I)	Solvency I Ratio
ALV	\$ 195	166.8%
APK	3	138.6%

The life entities of ADKG are restricted as to the payment of dividends pursuant to calculations, which are based upon the analysis of current euro swap rates against existing policyholder guarantees. As of December 31, 2015, the life entities of ADKG individually and collectively did not exceed this threshold and no amounts were available for distribution.

U.S. statutory requirements—AHL's regulated U.S. subsidiaries and the corresponding insurance regulatory authorities are as follows:

Subsidiary	Regulatory Authority
AADE	Delaware Department of Insurance
ALIC	Delaware Department of Insurance
AANY	New York Department of Financial Services
Athene Life Insurance Company of New York (ALICNY)	New York Department of Financial Services
AAIA	Iowa Insurance Division
Structured Annuity Reinsurance Company (STAR)	Iowa Insurance Division
Athene Re USA IV	State of Vermont Department of Financial Regulation

Each entity's statutory statements are presented on the basis of accounting practices determined by the respective regulatory authority. The regulatory authority recognizes only statutory accounting practices prescribed or permitted by the corresponding state for determining and reporting the financial condition and results of operations of an insurance company and for determining its solvency under insurance law.

The maximum dividend these subsidiaries can pay to shareholders, without prior approval of the respective state insurance department, is subject to restrictions relating to statutory surplus or net gain from operations. The maximum dividend payment over a twelve-month period may not, without prior approval, be paid from a source other than earned surplus and may not exceed the greater of (1) the prior year's net gain from operations or (2) 10% of policyholders' surplus. Based on these restrictions, the maximum dividend AADE could pay to Athene USA, and ultimately to AHL's shareholders, absent regulatory approval was \$125 million as of December 31, 2015. Other requirements limit the amount that could be withdrawn from AADE and the

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maximum AADE could dividend while staying in compliance with these state regulations was \$65 million as of December 31, 2015. No other subsidiaries could pay a dividend to AHL as of December 31, 2015, without prior regulatory approval.

As of December 31, 2015, AHL's U.S. subsidiaries' solvency, liquidity, and risk-based capital amounts were significantly in excess of the minimum levels required.

In some instances, the states of domicile of our U.S. subsidiaries have adopted prescribed accounting practices that differ from the required accounting outlined in NAIC Statutory Accounting Principles (SAP). These subsidiaries also have certain accounting practices permitted by the states of domicile that differ from those found in NAIC SAP. These prescribed and permitted practices are described as follows:

AAIA – Among the products issued by AAIA are indexed universal life insurance and fixed indexed annuities. These products allow a portion of the premium to earn interest based on certain indices, primarily the S&P 500. We purchase call options, futures, and variance swaps to hedge the growth in interest credited to the customer as a direct result of increases in the related index. The Iowa Insurance Division allows an insurer to elect to recognize changes in the fair value of derivative instruments purchased to hedge indexed products in the statutory statement of operations. AAIA has elected this option for its futures and variance swaps. Application of this option does not impact AAIA's statutory surplus.

Additionally, the Iowa Insurance Division allows an insurer to elect (1) to use an amortized cost method to account for certain derivative instruments, such as call options, purchased to hedge the growth in interest credited to the customer on indexed insurance products and (2) to use an indexed annuity reserve calculation methodology under which call options associated with the current index interest crediting term are valued at zero. AAIA has elected to apply this option to its over-the-counter call options and reserve liabilities. As a result, AAIA's statutory surplus increased by \$14 million and \$85 million as of December 31, 2015, and 2014, respectively.

The NAIC requires annuities issued by life insurance companies on or after January 1, 2015, to use the 2012 Individual Annuity reserving (IAR) Mortality Table. During 2015, the Iowa Insurance Division set an alternative effective date of January 1, 2016 for adoption of the 2012 IAR Mortality Table. AAIA has chosen to use the Annuity 2000 Mortality Table for annuities issued between January 1, 2015, and December, 31, 2015. As a result, AAIA's statutory surplus increased by \$3 million as of December 31, 2015. This prescribed practice had no impact to any period prior to 2015.

Athene Re USA IV – AAIA has ceded the AmerUs Closed Block to Athene Re USA IV on a 100% funds withheld basis. A permitted practice in the State of Vermont allows Athene Re USA IV to include as admitted assets the face amount of all issued and outstanding letters of credit used to fund its reinsurance obligations to AAIA in its statutory financial statements. If Athene Re USA IV had not followed this permitted practice, then it would not have exceeded authorized control level risk based capital requirements. At December 31, 2015, the face amount of the letters of credit is \$153 million.

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Statutory capital and surplus and net income (loss)—The following table presents, for each of the our insurance subsidiaries, the statutory capital and surplus and the statutory net income (loss), based on the most recently filed statutory financial statements filed with insurance regulators:

<i>(In millions)</i>	Statutory Capital & Surplus		Statutory Net Income (Loss)		
	December 31,		Years ended December 31,		
	2015	2014	2015	2014	2013
ALRe	\$ 5,650	\$ 4,048	\$ 461	\$ 632	\$ 2,704
AADE	1,251	1,154	68	116	50
ALIC	77	76	1	1	1
AANY	208	168	8	7	12
ALICNY	73	55	14	88	(108)
AAIA	1,109	1,040	597	263	43
STAR	76	74	4	35	(56)
Athene Re USA IV	38	39	1	6	18
ALV ¹	325	N/A	8	N/A	N/A
APK ¹	4	N/A	1	N/A	N/A

N/A – Not applicable due to acquisition in 2015.

¹ Note that capital includes dividend balances accrued for policyholder participation.

19. Related Parties

Athene Asset Management

Investment related expenses – Substantially all of our investments, with the exception of ADKG, are managed by AAM, a subsidiary of AGM. AAM provides direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services for our investment portfolio, including investment compliance, tax, legal, and risk management support. As of December 31, 2015, AAM directly manages \$47,441 million of our investment portfolio assets, of which 82.7% are rated one or two by the NAIC. For certain assets which require specialized sourcing and underwriting capabilities, AAM has chosen to mandate sub-advisors rather than building out in-house capabilities. For the services related to these investments, AAM earns a fee of 0.40% per annum on all assets managed in accounts owned by or related to the Company, including sub-advised assets but excluding assets of ADKG and certain other limited exceptions. Additionally, AAM recharges the sub-advisory fees to the Company.

AAM has entered into a Master Sub-Advisory Agreement (MSAA) with certain Apollo affiliates to sub-advise AAM with respect to a portion of our assets, with the fees recharged to us, in addition to the gross fee of 0.40% per annum paid to AAM as described above. The MSAA covers services rendered by Apollo-affiliated sub-advisors relating to investments in certain asset classes, primarily CLO, CMBS, and ABS.

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The following represents the assets sub-advised by Apollo affiliates:

<i>(In millions, except for percentages)</i>	December 31,	
	2015	2014
Fixed maturity securities		
U.S. state, municipals, and political subdivisions	\$ 10	\$ 147
Foreign governments	107	—
Corporate	1,435	1,146
CLO	4,339	3,431
ABS	1,746	1,478
CMBS	1,010	845
RMBS	21	21
Mortgage loans	1,594	1,329
Investment funds	21	19
Trading securities	207	146
Funds withheld at interest	1,182	1,136
Other investments	83	56
Total assets	\$ 11,755	\$ 9,754
Percent of total AAM managed Company assets	20%	16%

Apollo Asset Management Europe

Investments of ADKG are managed internally. In addition, ADKG has entered into an investment advisory agreement with Apollo Asset Management Europe (AAME), also a subsidiary of AGM, pursuant to which AAME provides advisory services for a significant portion of our ADKG investment portfolio. In providing these services, AAME has access to Apollo's European expertise and capabilities. The ADKG investments sub-advised by AAME consist primarily of corporate and sovereign bonds, as opposed to the more diverse range of securities managed by AAM. As compensation for the investment advisory services rendered, AAME receives a fee of 0.10% per year on the assets it sub-advises.

Pursuant to a new advisory agreement dated March 1, 2016, certain ADKG asset categories are no longer sub-advised by AAME. The new agreement has the same fee rate but excludes certain assets. These excluded assets are operating cash, mortgage loans secured by residential and commercial properties that are not identified and advised by AAME, assets related to unit-linked policies, and assets held in German special investment funds managed or advised by Apollo, AAME, AAM, or any of their respective affiliates, to the extent that such entity receives a management or advisory fee in connection with the fund. The previous advisory agreement excluded only assets related to unit-linked policies.

The following represents the assets sub-advised by AAME:

<i>(In millions)</i>	December 31, 2015
Fixed maturity securities	
Foreign governments	\$ 2,349
Corporate	1,607
Mortgage loans	139
Other investments	961
Total assets	\$ 5,056

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

The following summarizes the asset management fees and sub-advisory fees we have incurred related to AAM, AAME, and other Apollo affiliates:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Asset management fees	\$ 226	\$ 222	\$ 103
Sub-advisory fees	42	36	20

The management and sub-advisory fees are included within the net investment income line on the consolidated statements of income. The management fees payable as of December 31, 2015, and 2014, were \$35 million and \$30 million, respectively. The sub-advisory fees payable as of December 31, 2015, and 2014, were \$24 million and \$35 million, respectively.

In addition, we have invested in various investment funds managed by related parties, as discussed in *Note 6 – Variable Interest Entities*, that pay management fees and carried interest, as applicable, to Apollo entities. To the extent these investment funds have been consolidated, fees are included in net investment income on the consolidated statements of income. Allocations of carried interest to the general partner were made based on unrealized gains and losses within the fund and are reflected in net income attributable to noncontrolling interests on the consolidated statements of income. The following summarizes the management fees and carried interest reported:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Management fees of consolidated investment funds	\$ 6	\$ 10	\$ 15
Carried interest allocation	16	8	81

The investment management or advisory agreements with AAM or AAME have no stated term and any party can terminate upon notice. However, our bye-laws provide that we will not exercise our termination rights under the agreements, except that any agreement may only be terminated on October 31, 2018, or any third anniversary thereafter. Any termination on that date without cause requires (1) approval of our board of directors and the holders of our common shares that hold a majority of total voting power (giving effect to the voting allocation provisions set forth in our bye-laws) and (2) six months' prior written notice to AAM or AAME of termination. We may terminate the investment management agreement for cause, with the approval of our board of directors.

Because the Apollo Group has a significant voting interest in us, in order to protect against potential conflicts of interest resulting from transactions that we have entered, and will continue to enter into with the Apollo Group, our board of directors has formed a conflicts committee, consisting of five of our directors who are not officers or employees of any member of the Apollo Group, other than us. The conflicts committee reviews and a majority of the committee members must approve certain material transactions between us and the Apollo Group, subject to certain exceptions.

Service fees – We have entered into shared services agreements with AAM. Under these agreements, we and AAM make available to each other certain personnel and services. Expenses for the services are based on the amount of time spent on the affairs of the other party, in addition to actual expenses incurred and certain cost reimbursements. For the years ended December 31, 2015, 2014, and 2013, net expenses allocated from (to) AAM under these agreements were \$2 million, \$(13) million, and \$16 million, respectively. The Company had \$2 million of net expenses payable to AAM as of December 31, 2015, and \$4 million of net expenses receivable from AAM as of December 31, 2014.

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Other AGM Affiliates

Contribution agreement – In 2012, in order to provide pre-funding for and increase certainty to close future acquisitions, AAA Guarantor – Athene, L.P. and its subsidiary, Apollo Life Re Ltd. (collectively, the AAA Investor), together the largest single investor in the Company at the time, and certain other parties entered into a Contribution Agreement. The AAA Investor contributed investment assets to the Company in exchange for our Class B shares, a promissory note, and cash. A portion of the purchase price for 1,509,091 Class B shares was initially held back pending the transfer of certain assets requiring regulatory approval; and, these shares were subsequently issued in 2013 after the required approvals were received. The Company partially repaid \$62 million of the promissory note in cash. The Company paid the note in full during the third quarter of 2014 through the issuance of Class B shares.

Transaction Advisory Services Agreement (TASA) – Since our founding, Apollo has provided a diverse array of services in order to grow our balance sheet, source, underwrite, and integrate transactions and has provided us access to their infrastructure. Through October 30, 2012, we had a standard 10-year monitoring contract with Apollo Alternative Assets, L.P., Apollo Management Holdings, L.P. and Apollo Global Securities, LLC (collectively, the Apollo TASA Parties) for these services that required cash payment of a quarterly monitoring fee of 0.50% of our capital and surplus, as defined, plus out of pocket expenses, with a termination date of July 15, 2019.

As we began to implement public company readiness initiatives in late 2012, both parties voluntarily agreed to an early termination of the monitoring contract. In exchange for early termination of the monitoring contract, Apollo received settlement fees on a quarterly basis from January 1, 2013, to December 31, 2014. Also, to promote alignment between Apollo and Athene’s shareholders and to preserve cash to support Athene’s growth plan, Apollo elected to receive its settlement fees under the agreement in shares of Athene rather than cash.

On January 1, 2013, we entered into an equity swap transaction with Apollo in connection with the termination of the quarterly monitoring fee discussed above. Pursuant to this swap, the quarterly settlement amount continued to accrue to Apollo, but the payment of those amounts (whether in stock or cash) would not be made to Apollo until the earlier of the time when Apollo was no longer deemed to control the Company within the meaning of the derivative instrument delivered pursuant to the TASA and October 31, 2017.

In April 2014, as a result of the external capital raise, Apollo was no longer deemed to control the Company (as defined under the swap) and, as a result, the swap was settled in stock for settlement amounts owed through that date.

Additionally, in April 2014, we further amended the TASA to exclude from capital and surplus, on which the quarterly monitoring fee was calculated, the capital received in the April 2014 capital raise, and any capital raised in connection with certain potential future acquisitions as defined in the amended TASA.

The total costs incurred pursuant to the TASA, including direct expenses, were \$228 million and \$134 million for the years ended December 31, 2014, and 2013, respectively, and are recorded in policy and other operating expenses on the consolidated statements of income. The total liability outstanding was fully settled as of December 31, 2014, and no additional fees will accrue under TASA.

Other related party transactions—In 2015, we entered into a loan purchase agreement with AmeriHome Mortgage Company, LLC (AmeriHome), an investee of A-A Mortgage, an equity method investee. The agreement allows us to purchase certain residential mortgage loans which they have purchased from correspondent sellers and pooled for sale in the secondary market. AmeriHome retains the servicing rights to the sold loans. We have purchased \$83 million of residential mortgage loans under this agreement during the year ended December 31, 2015.

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

20. Commitments and Contingencies

Contingent Commitments—The Company had commitments to make additional capital contributions to certain investment funds of \$825 million and \$833 million as of December 31, 2015, and 2014, respectively. The Company expects most of its current commitments will be invested over the next five years; however, these commitments could become due any time upon counterparty request.

Funding Agreements—ALIC and AAIA are members of the Federal Home Loan Bank (FHLB) of Indianapolis and Des Moines, respectively. Through membership, we have issued funding agreements with a carrying value of \$1,112 million and \$1,271 million as of December 31, 2015, and 2014, respectively, to the FHLB in exchange for cash advances. We are required to provide collateral equal to the funding agreements, considering any discounts to the securities posted and prepayment penalties. See below detail of assets restricted under these agreements.

In the second quarter of 2015, AAIA and AADE entered into a purchase agreement, pursuant to which Athene Global Funding, a special purpose, non-affiliated statutory-trust may offer up to \$5 billion of its senior secured medium-term notes, under a funding agreement backed notes (FABN) program. Athene Global Funding uses the net proceeds from each sale to purchase one or more funding agreements from either AAIA or AADE. Funding agreements issued under this program have a carrying value of \$250 million as of December 31, 2015.

Pledged Assets and Funds in Trust (Restricted Assets)—The total restricted assets included on the consolidated balance sheets are as follows:

<i>(In millions)</i>	December 31,	
	2015	2014
AFS securities		
Fixed maturity	\$ 1,865	\$ 2,136
Equity	56	62
Investment funds	27	25
Mortgage loans	1,134	1,261
Restricted cash	116	77
Total restricted assets	\$ 3,198	\$ 3,561

The restricted assets are primarily a result of the FHLB funding agreements described above. Additionally, AADE has established reinsurance trusts of assets equal to statutory reserves, plus an additional amount of assets, as a result of coinsurance agreements with Transamerica described in *Note 9 – Reinsurance*.

Litigation, Claims, and Assessments—On June 12, 2015, a putative class action complaint was filed in the United States District Court, Northern District of California against the Company, AAM, and AGM. The complaint, which is similar to complaints recently filed against other large insurance companies, primarily alleges that captive reinsurance and other transactions had the effect of misrepresenting the financial condition of AAIA. The complaint purports to be brought on behalf of a class of purchasers of annuity products issued by AAIA between 2007 and the present. There are also various allegations related to the purchase of Aviva USA and concerning entry into a modified coinsurance transaction with ALRe in October 2013. The suit asserts claims of violation of the Racketeer Influenced and Corrupt Organizations Act and seeks compensatory damages, trebled, in an amount to be determined, costs, and attorneys' fees. On March 25, 2016, our motion to transfer to the United States District Court, Southern District of Iowa was granted. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

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On July 27, 2015, a putative class action complaint was filed in the United States District Court, District of Massachusetts, against us. An amended complaint was filed on December 18, 2015. The complaint alleges a putative class action on behalf of all persons who are the beneficial owners of assets which were used to purchase structured settlement annuities that Aviva London Assignment Corporation, Aviva Life Insurance Company, and CGU International Insurance, plc (Aviva Entities) or their predecessors, as applicable, delivered to purchasers on or after April 1, 2003. The complaint alleges that the Aviva Entities sold structured settlement annuities to the public on the basis that such products were backed by a capital maintenance agreement by CGU International Insurance, plc, which was alleged as a source of great financial strength. The complaint further alleges that the Aviva Entities used this capital maintenance agreement to enhance the sales volume and raise the price of the annuities. The complaint claims that, as a result of Aviva USA's sale to AHL, the capital maintenance agreement terminated. According to the complaint, no notice was provided to the owners of the structured settlement annuities and the termination of the capital maintenance agreement constituted a breach of contract and the plaintiffs further assert other causes of action. AHL is a named defendant due to its purchase of Aviva USA, and AAIA and Athene London Assignment are named as successors to Aviva Life Insurance Company and Aviva London Assignment Corporation, respectively. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

21. Segment Information

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other.

Retirement Services—Retirement Services is comprised of our United States and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure multi-year guaranteed annuities, fixed indexed annuities, traditional one-year guarantee fixed deferred annuities, immediate annuities, and institutional products from our reinsurance partners. In addition, our FABN program is included in our Retirement Services segment.

Corporate and Other—Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation, and intersegment eliminations. In Corporate and Other, we also hold the capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

Financial Measures—Segment operating income, net of tax, and net investment income are internal measures used by the chief operating decision maker to evaluate and assess the results of our segments.

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

Operating revenue is a component of operating income, net of tax, and excludes market volatility and adjustments for other non-operating activity. Our operating revenue equals the total revenue of the Company, adjusted to eliminate the impact of the following non-operating adjustments:

- Investment gains (losses), net of offsets;
- Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets;
- VIE expenses and noncontrolling interest
- Bargain purchase gain; and
- Other adjustments to revenues.

The table below reconciles segment operating revenues to total revenues presented on the consolidated statements of income:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Operating revenue by segment			
Retirement Services	\$ 2,977	\$ 2,834	\$ 315
Corporate and Other	112	55	367
Total segment operating revenues	3,089	2,889	682
Non-operating adjustments			
Investment gains (losses), net of offsets	(132)	298	20
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	(390)	814	772
VIE expenses and noncontrolling interest	33	79	117
Bargain purchase gain	—	—	152
Other adjustments to revenues	16	20	6
Total non-operating adjustments	(473)	1,211	1,067
Total revenues	\$ 2,616	\$ 4,100	\$ 1,749

Operating income, net of tax, is an internal measure used to evaluate our financial performance excluding market volatility and expenses related to integration, restructuring, stock compensation, and other expenses. Our operating income, net of tax, equals net income available to AHL's shareholders adjusted to eliminate the impact of the following non-operating adjustments:

- Investment gains (losses), net of offsets;
- Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets;
- Integration, restructuring and other non-operating expenses;
- Stock compensation expense;
- Bargain purchase gain; and
- Provision for income taxes – non-operating.

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Notes to Consolidated Financial Statements

The table below reconciles segment operating income, net of tax, to net income available to Athene Holding Ltd. shareholders presented on the consolidated statements of income:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Operating income, net of tax by segment			
Retirement Services	\$ 769	\$ 764	\$ 416
Corporate and other	(29)	29	361
Total segment operating income, net of tax	<u>740</u>	<u>793</u>	<u>777</u>
Non-operating adjustments			
Investment gains (losses), net of offsets	(56)	151	(4)
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	(27)	(30)	154
Integration, restructuring and other non-operating expenses	(58)	(279)	(184)
Stock compensation expense	(67)	(148)	—
Bargain purchase gain	—	—	152
Provision for income taxes – non-operating	30	(24)	21
Total non-operating adjustments	<u>(178)</u>	<u>(330)</u>	<u>139</u>
Net income available to AHL shareholders	<u>\$ 562</u>	<u>\$ 463</u>	<u>\$ 916</u>

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ATHENE HOLDING LTD.
Notes to Consolidated Financial Statements

Net investment income used to evaluate the performance of our segments is an internal measure that does not correspond to GAAP net investment income. Adjustments are made to GAAP net investment income to arrive at a net investment income measure that reflects the profitability of our core deferred annuities business. Accordingly, we adjust net investment income to include earnings from our consolidated VIEs and earnings on certain alternative investments (primarily CLOs) classified in investment related gains (losses) on the consolidated statements of income. Additionally, impacts of reinsurance embedded derivatives on net investment income are removed. The table below reconciles segment net investment income to net investment income presented on the consolidated statements of income:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Net investment income by segment			
Retirement Services	\$ 2,572	\$ 2,483	\$ 1,363
Corporate and Other	36	55	367
Total segment net investment income	2,608	2,538	1,730
Adjustments to net investment income			
Reinsurance embedded derivative impacts	(84)	(67)	(156)
Net VIE earnings	(67)	(146)	(535)
Alternative income gain (loss)	42	4	22
Other	9	12	13
Total adjustments to arrive at net investment income	(100)	(205)	(656)
Net investment income	<u>\$ 2,508</u>	<u>\$ 2,333</u>	<u>\$ 1,074</u>

Operating income, net of tax, excludes the tax impact of the taxable non-operating adjustments presented above. The tax impact of non-operating income adjustments is 35% of the non-operating adjustments subject to income tax. The table below reconciles segment provision for income taxes – operating to income tax expense presented on the consolidated statements of income:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Provision for income taxes – operating by segment			
Retirement Services	\$ 41	\$ 30	\$ 13
Corporate and Other	3	—	—
Total segment income tax expense – operating	44	30	13
Provision for income taxes – non-operating	(30)	24	(21)
Income tax expense (benefit)	<u>\$ 14</u>	<u>\$ 54</u>	<u>\$ (8)</u>

The following represents total assets by segment:

<i>(In millions)</i>	December 31,		
	2015	2014	2013
Total assets by segment			
Retirement Services	\$ 73,710	\$ 81,606	\$ 80,058
Corporate and Other	7,144	1,104	749
Total assets	<u>\$ 80,854</u>	<u>\$ 82,710</u>	<u>\$ 80,807</u>

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ATHENE HOLDING LTD. Notes to Consolidated Financial Statements

We market annuity products, primarily fixed rate and fixed indexed annuities. Deposits, which are generally not included in revenues on the consolidated statements of income, and premiums collected are as follows:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Fixed indexed annuities	\$ 2,808	\$ 2,560	\$ 1,148
Fixed rate annuities	883	323	362
Payouts without life contingencies	166	163	68
Funding agreements	250	—	—
Life and other deposits	11	15	3
Total deposits	4,118	3,061	1,581
Payouts with life contingencies	53	32	25
Life and other premiums	142	68	(1,162)
Total premiums	195	100	(1,137)
Total premiums and deposits, net of ceded	\$ 4,313	\$ 3,161	\$ 444

Deposits and premiums collected by the geographical location are as follows:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
United States	\$ 3,097	\$ 2,810	\$ 275
Bermuda	1,135	351	169
Germany	81	—	—
Total premiums and deposits, net of ceded	\$ 4,313	\$ 3,161	\$ 444

22. Subsequent Events

In connection with the reissuance of the consolidated financial statements, we have evaluated subsequent events through October 25, 2016, the date the consolidated financial statements were available to be reissued.

In January 2016, we purchased a pool of loans sourced by MidCap FinCo and contemporaneously sold participation interests in the loans to a subsidiary of MidCap FinCo, receiving aggregate consideration of \$24 million. The participation does not meet transfer requirements and, therefore, the full amount of the purchased loans are reflected in mortgage loans, and no gain or loss was recognized upon transfer. Amounts due to MidCap FinCo under the subordinated participation agreement are reflected as a secured borrowing in other liabilities on the consolidated balance sheets.

Events Subsequent to the Original Issuance of the Consolidated Financial Statements (Unaudited)—During 2016, we novated certain open blocks of business ceded to affiliates of Global Atlantic, that were in force as of January 1, 2016, in accordance with the terms of the coinsurance and assumption agreement. As a result of the novation, interest sensitive contract liabilities decreased \$1,006 million, future policy benefits decreased \$188 million, policy loans decreased \$8 million, and reinsurance recoverable decreased \$1,186 million.

On August 31, 2016, we completed a series of transactions with Apollo Commercial Real Estate Finance, Inc. (ARI), a related party managed by an affiliate of Apollo. Pursuant to an agreement between ARI and Apollo Residential Mortgage, Inc. (AMTG), another related party managed by an Apollo affiliate, AMTG merged with

ATHENE HOLDING LTD.

Notes to Consolidated Financial Statements

and into ARI, effective as of August 31, 2016. In accordance with an Asset Purchase and Sale Agreement between us and ARI, we purchased \$1,090 million of primarily non-agency RMBS from ARI subsequent to its merger with AMTG. We also provided ARI with a secured short-term \$175 million loan to consummate the merger, which was subsequently repaid with the proceeds of the sale of such RMBS. Finally, subsequent to the merger, we purchased \$20 million of ARI shares of common stock pursuant to a stock purchase agreement that required such purchase if ARI's common stock price fell below the per share price at which such shares were issued to AMTG stockholders during the 30 trading days following the closing of the merger, which provided for additional liquidity to ARI stockholders.

During the third quarter of 2016, we modified Class M-1, M-2, and M-3 share agreements to vest all Tranche 2 awards as of September 30, 2016; whereas, under the original agreement, Tranche 2 awards vested only when certain performance hurdles were met. We also amended the conversion option, which previously only allowed conversion subsequent to an Initial Public Offering (IPO). Under the modified conversion terms, individuals can elect one of three options including conversion at a specified date prior to an IPO, on the date of an IPO, or ratably each month for six months after an IPO. The modifications impacted 28 individuals. As a result of the modifications, as of September 30, 2016, we recorded an \$83 million increase to additional paid-in capital, due to the reclassification from liability awards to equity awards. We also recorded an additional \$42 million charge to stock-based compensation expense and additional paid-in capital for the vesting of Tranche 2 shares, primarily related to the acceleration of previously unrecognized compensation expense.

During the third quarter of 2016, the CMBS Funds each sold invested assets to fully settle the borrowings under their respective repurchase agreements. The remaining invested assets were distributed directly to the Company.

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Schedule I
Summary of Investments — Other Than Investments in Related Parties

	December 31, 2015		
	Cost	Fair Value	Amount Shown on Consolidated Balance Sheet
<i>(In millions)</i>			
Fixed maturity securities:			
U.S. government and agencies	\$ 44	\$ 45	\$ 45
U.S. state, municipals, and political subdivisions	1,075	1,165	1,165
Foreign governments	2,467	2,464	2,464
Public utilities	4,234	4,221	4,221
Other corporate	22,713	22,682	22,682
Collateralized loan obligations	4,943	4,555	4,555
Asset-backed securities	2,944	2,918	2,918
Commercial mortgage-backed securities	1,725	1,738	1,738
Residential mortgage-backed securities	8,050	7,995	7,995
Redeemable preferred stock	32	33	33
Total fixed maturity securities	48,227	47,816	47,816
Equity securities:			
Banks, trust and insurance companies common stock	30	62	62
Industrial, miscellaneous and all other common stock	273	276	276
Nonredeemable preferred stocks	64	69	69
Total equity securities	367	407	407
Total available-for-sale securities	48,594	\$ 48,223	48,223
Trading securities, at fair value	2,457		2,468
Mortgage loans, net of allowances	5,498		5,500
Investment funds	629		733
Policy loans	642		642
Funds withheld at interest	3,482		3,482
Derivative assets	889		871
Real estate	569		566
Short-term investments	135		135
Other investments	83		83
Total investments	\$ 62,978		\$ 62,703

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Schedule II Condensed Financial Information of Registrant Balance Sheets — Parent Company Only

	December 31,	
	2015	2014
<i>(In millions, except share and per share data)</i>		
Assets		
Investments		
Available-for-sale, fixed maturity securities, at fair value (amortized cost: 2015 – \$29 and 2014 – \$293)	\$ 31	\$ 295
Cash and cash equivalents	260	61
Investments in related parties		
Available-for-sale, fixed maturity securities, at fair value (amortized cost: 2015 – \$0 and 2014 – \$38)	—	37
Other assets	11	20
Note receivable from subsidiary	20	100
Intercompany receivable	—	19
Investments in subsidiaries	5,137	4,115
Total assets	<u>\$ 5,459</u>	<u>\$ 4,647</u>
Liabilities		
Other liabilities	\$ 97	\$ 92
Total liabilities	<u>97</u>	<u>92</u>
Equity		
Common stock		
Class A – par value \$0.001 per share; authorized: 2015 – 425,000,000 and 2014 – 425,000,000 shares; issued and outstanding: 2015 – 50,151,265 and 2014 – 15,752,736 shares	—	—
Class B – par value \$0.001 per share; authorized: 2015 – 325,000,000 and 2014 – 325,000,000 shares; issued and outstanding: 2015 – 135,963,975 and 2014 – 125,282,892 shares	—	—
Class M-1 – par value \$0.001 per share; authorized: 2015 – 7,109,560 and 2014 – 7,109,560 shares; issued and outstanding: 2015 – 5,198,273 and 2014 – 5,198,273 shares	—	—
Class M-2 – par value \$0.001 per share; authorized: 2015 – 5,000,000 and 2014 – 5,000,000 shares; issued and outstanding: 2015 – 3,125,869 and 2014 – 3,125,869 shares	—	—
Class M-3 – par value \$0.001 per share; authorized: 2015 – 7,500,000 and 2014 – 7,500,000 shares; issued and outstanding: 2015 – 3,110,000 and 2014 – 3,350,000 shares	—	—
Class M-4 – par value \$0.001 per share; authorized: 2015 – 7,500,000 and 2014 – 7,500,000 shares; issued and outstanding: 2015 – 5,038,443 and 2014 – 0 shares	—	—
Additional paid-in capital	3,281	2,153
Retained earnings	2,318	1,758
Accumulated other comprehensive income (loss) (related party: 2015 – \$(24) and 2014 – \$(7))	(237)	644
Total Athene Holding Ltd. Shareholders' equity	<u>5,362</u>	<u>4,555</u>
Total liabilities and equity	<u>\$ 5,459</u>	<u>\$ 4,647</u>

See accompanying notes to the condensed financial statements

[Table of Contents](#)**Schedule II
Condensed Financial Information of Registrant
Statements of Income — Parent Company Only**

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Revenue			
Net investment income (related party: 2015 - \$(5), 2014 - \$0 and 2013 - \$(1))	\$ —	\$ 8	\$ 3
Investment related gains (losses)	—	—	3
Bargain purchase gain	—	—	152
Total revenues	—	8	158
Benefits and Expenses			
Other operating expenses (related party: 2015 – \$16, 2014 – \$253 and 2013 – \$131)	130	450	144
Interest expense	—	1	2
Total benefits and expenses	130	451	146
Income (loss) before income taxes and equity earnings in subsidiaries	(130)	(443)	12
Provision for income taxes	—	—	—
Equity earnings in subsidiaries	692	906	904
Net income available to Athene Holding Ltd. shareholders	562	463	916
Other comprehensive income (loss), after tax	(881)	574	(149)
Comprehensive income available to Athene Holding Ltd. shareholders	<u>\$ (319)</u>	<u>\$ 1,037</u>	<u>\$ 767</u>

See accompanying notes to the condensed financial statements

[Table of Contents](#)**Schedule II**
Condensed Financial Information of Registrant
Statements of Cash Flows — Parent Company Only

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Net cash provided by operating activities	<u>\$ (82)</u>	<u>\$ 319</u>	<u>\$ 648</u>
Cash flows from investing activities			
Capital contributions to subsidiary	(506)	(232)	(72)
Acquisition of subsidiaries, net of cash acquired	—	33	(570)
Receipts on loans to subsidiaries	188	—	—
Issuances of loans to subsidiaries	(103)	(100)	—
Investment in note receivable	(5)	—	—
Sales, maturities, and repayments of:			
Available-for-sale, fixed maturity securities	17	9	74
Investment funds	—	—	9
Purchases of:			
Available-for-sale, fixed maturity securities (related party: 2015 – \$0, 2014 – \$(38) and 2013 – \$0)	(423)	(294)	(15)
Investment funds	—	—	—
Net cash used in investing activities	<u>(832)</u>	<u>(584)</u>	<u>(574)</u>
Cash flows from financing activities			
Capital contributions	1,116	305	82
Proceeds from note payables	—	—	500
Repayment of note payables	—	(300)	(262)
Repurchase of common stock	(3)	(78)	—
Deferred financing costs	—	—	(9)
Net cash (used in) provided by financing activities	<u>1,113</u>	<u>(73)</u>	<u>311</u>
Net (decrease) increase in cash and cash equivalents	199	(338)	385
Cash and cash equivalents at beginning of year	61	399	14
Cash and cash equivalents at end of year	<u>\$ 260</u>	<u>\$ 61</u>	<u>\$ 399</u>
Supplementary information			
Cash paid for interest	—	1	1
Non-cash transactions			
Non-cash capital contribution to ALRe	708	—	—
Issuance of capital for payment of liabilities	2	199	—
Issuance of capital for purchase of investment funds	—	—	50

See accompanying notes to the condensed financial statements

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Schedule II

Notes to Condensed Financial Information of Registrant

1. Basis of Presentation

The accompanying condensed financial statements of Athene Holding Ltd. (AHL) should be read in conjunction with the consolidated financial statements and the notes thereto (Consolidated Financial Statements) of AHL and its subsidiaries.

For purposes of these condensed financial statements, AHL's wholly owned and majority owned subsidiaries are presented under the equity method of accounting. Under this method, the assets and liabilities of subsidiaries are not consolidated. The investments in subsidiaries are recorded on the condensed balance sheets. The income from subsidiaries is reported on a net basis as equity earnings of subsidiaries on the condensed statements of income.

2. Revisions

As discussed in *Note 2 – Change in Accounting Policy and Revisions* to the Consolidated Financial Statements, revisions were made to the Consolidated Financial Statements as a result of correcting immaterial misstatements. AHL revised its bargain purchase gain recorded during the year ended December 31, 2013 from \$146 million to \$152 million. The remaining revisions related to AHL's subsidiaries. As the assets and liabilities of subsidiaries are not consolidated for purposes of these condensed financial statements, the adjustments to equity are consistent with those disclosed in *Note 2 – Change in Accounting Policy and Revisions* to the Consolidated Financial Statements, with the offset of these adjustments recorded to investments in subsidiaries. The total net income impact of these revisions was adjusted to equity earnings of subsidiaries on the condensed statements of income, and the adjustments to other comprehensive income are consistent with those disclosed in *Note 2 – Change in Accounting Policy and Revisions* to the Consolidated Financial Statements.

3. Intercompany Transactions

On December 15, 2014, Athene USA Corporation (Athene USA) issued an unsecured promissory note to AHL totaling \$100 million due in June 2015, or earlier at AHL's request. The loan was used by Athene USA to fund the restructuring of a wholly owned investment fund and carries an interest rate of 0.35% per annum. Interest was payable on a quarterly basis. In June 2015, the promissory note was amended to extend the due date to June 1, 2020, or earlier at AHL's request. During 2015, a total of \$80 million was repaid by Athene USA. As of December 31, 2015, \$20 million remained outstanding on the loan. This loan was fully repaid by Athene USA on January 20, 2016. This intercompany transaction was eliminated upon consolidation.

On January 14, 2015, AHL entered into a facility agreement with Delta Lloyd Deutschland AG (DLD) whereby AHL agreed to make available to DLD a loan facility without a fixed term in the maximum principal amount of EUR 5 million. Interest accrues under the facility at a rate of 6-month Euribor. DLD withdrew EUR 5 million prior to the October 1, 2015 acquisition of DLD by AHL, and full payment was made on October 9, 2015. DLD's withdrawal of the facility was not eliminated upon consolidation since it was prior to the acquisition, but the repayment of the loan was an intercompany transaction that eliminated upon consolidation.

On September 22, 2015, AHL entered into a loan agreement with Athene Deutschland GmbH & Co. KG (ADKG), whereby AHL agreed to lend ADKG EUR 51 million to be used for the DLD acquisition. Interest accrued at a fixed rate of 1.5%, which was due and payable on the maturity date of the loan. The loan and interest accrued were due and fully repaid on October 9, 2015. This intercompany transaction was eliminated upon consolidation.

Certain costs were allocated between AHL and its subsidiaries. Total intercompany receivables arising from these allocations were \$0 million and \$19 million as of December 31, 2015 and 2014, respectively. This intercompany transaction was eliminated upon consolidation.

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Schedule II

Notes to Condensed Financial Information of Registrant

4. Debt and Guarantees

In 2013, AHL entered into a three-year revolving credit agreement (Credit Facility) with Citibank, N.A. as administrative agent. The amount available under the Credit Facility was \$500 million. In connection with the Credit Facility, AHL guaranteed all of the obligations of ALRe and Athene USA. On January 22, 2016, we terminated the Credit Facility and entered into a five-year revolving credit agreement (Revolving Credit Facility) with Citibank, N.A., as administrative agent. The amount available under the Revolving Credit Facility is \$1 billion. See *Note 12 – Debt* to our consolidated financial statements for further information.

5. Related parties

AHL pays investment management fees to Athene Asset Management (AAM), a related party, in relation to its portfolio of assets managed by AAM and assets held in certain subsidiary portfolios. In addition, AHL also pays service fees pursuant to a shared service agreement between AAM and AHL for various internal expenses AAM allocates to AHL. See *Note 19 – Related Parties* of the Consolidated Financial Statements for further information.

AHL entered into a Transaction Advisory Services Agreement (TASA) with Apollo, a related party until December 31, 2014. TASA required AHL to pay Apollo a quarterly monitoring fee. See *Note 5 – Derivative Instruments* and *Note 19 – Related Parties* of the Consolidated Financial Statements for further information.

6. Dividends and Return of Capital

AHL received cash dividends and returns of capital from the following subsidiaries:

<i>(In millions)</i>	Years ended December 31,		
	2015	2014	2013
Athene Life Re Ltd.	\$ —	\$ 350	\$ 655
Athene USA	—	—	3
Total	\$ —	\$ 350	\$ 658

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**Schedule III
Supplementary Insurance Information**

	DAC, DSI, and VOBA	Future policy benefits, losses, claims and loss expenses⁽¹⁾	Other policy claims and benefits	Premiums	Net investment income	Benefits, claims, losses, and settlement expenses⁽²⁾	Amortization of DAC and VOBA	Policy and other operating expenses
2015								
Retirement Services	\$ 2,663	\$ 67,211	\$ 167	\$ 121	\$ 2,473	\$ 1,149	\$ 203	\$ 386
Corporate and other	—	4,625	67	74	35	106	—	146
Total	<u>\$ 2,663</u>	<u>\$ 71,836</u>	<u>\$ 234</u>	<u>\$ 195</u>	<u>\$ 2,508</u>	<u>\$ 1,255</u>	<u>\$ 203</u>	<u>\$ 532</u>
2014								
Retirement Services	\$ 2,229	\$ 71,778	\$ 195	\$ 100	\$ 2,278	\$ 2,566	\$ 119	\$ 380
Corporate and other	—	—	—	—	55	—	—	417
Total	<u>\$ 2,229</u>	<u>\$ 71,778</u>	<u>\$ 195</u>	<u>\$ 100</u>	<u>\$ 2,333</u>	<u>\$ 2,566</u>	<u>\$ 119</u>	<u>\$ 797</u>
2013								
Retirement Services				\$ (1,137)	\$ 707	\$ 141	\$ 144	\$ 287
Corporate and other				—	367	—	—	144
Total				<u>\$ (1,137)</u>	<u>\$ 1,074</u>	<u>\$ 141</u>	<u>\$ 144</u>	<u>\$ 431</u>

- (1) Represents interest sensitive contract liabilities and future policy benefits on the consolidated balance sheets.
(2) Represents interest sensitive contract benefits, amortization of deferred sales inducements, future policy and other policy benefits, and dividends to policyholders on the consolidated statements of income.

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**Schedule IV
Reinsurance**

<i>(In millions)</i>	<u>Gross amount</u>	<u>Ceded to other companies</u>	<u>Assumed from other companies</u>	<u>Net amount</u>	<u>Percentage of amount assumed to net</u>
Year ended December 31, 2015					
Life insurance in force at end of year	\$ 77,994	\$ 83,548	\$ 10,123	\$ 4,569	221.6 %
Premiums	445	274	24	195	12.3 %
Year ended December 31, 2014					
Life insurance in force at end of year	132,755	142,660	10,748	843	1,275.0 %
Premiums	387	315	28	100	28.0 %
Year ended December 31, 2013					
Life insurance in force at end of year	140,480	151,045	11,489	924	1,243.4 %
Premiums	282	1,431	12	(1,137)	(1.1)%

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Schedule V
Valuation and Qualifying Accounts

(In millions)

Description	Balance at beginning of year	Additions		Deductions	Balance at end of year
		Charged to costs and expenses	Assumed through acquisitions ⁽¹⁾		
Reserves deducted from assets to which they apply					
Year ended December 31, 2015					
Valuation allowance on deferred tax assets	\$ 133	\$ 7	\$ 66	\$ (13)	\$ 193
Valuation allowance on mortgage loans	1	—	1	—	2
Year ended December 31, 2014					
Valuation allowance on deferred tax assets	155	—	—	(22)	133
Valuation allowance on mortgage loans	1	1	—	(1)	1
Year ended December 31, 2013					
Valuation allowance on deferred tax assets	5	10	142	(2)	155
Valuation allowance on mortgage loans	—	1	—	—	1

(1) Assumed through acquisitions represents the valuation allowances recorded related to the acquisitions of DLD in October 2015 and Aviva USA in October 2013.

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ATHENE HOLDING LTD.
Condensed Consolidated Balance Sheets (Unaudited)

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Assets		
Investments		
Available-for-sale securities, at fair value		
Fixed maturity securities (amortized cost: 2016 – \$48,151 and 2015 – \$48,227)	\$ 49,637	\$ 47,816
Equity securities (cost: 2016 – \$181 and 2015 – \$367)	194	407
Trading securities, at fair value	2,681	2,468
Mortgage loans, net of allowances (portion at fair value: 2016 – \$45 and 2015 – \$48)	5,678	5,500
Investment funds (portion at fair value: 2016 – \$139 and 2015 – \$152)	718	733
Policy loans	602	642
Funds withheld at interest (portion at fair value: 2016 – \$122 and 2015 – \$36)	5,593	3,482
Derivative assets	961	871
Real estate (portion held for sale: 2016 – \$60 and 2015 – \$0)	594	566
Short-term investments, at fair value (cost: 2016 – \$343 and 2015 – \$135)	343	135
Other investments	88	83
Total investments	67,089	62,703
Cash and cash equivalents	3,307	2,714
Restricted cash	78	116
Investments in related parties		
Available-for-sale, fixed maturity securities, at fair value (amortized cost: 2016 – \$323 and 2015 – \$332)	297	308
Trading securities, at fair value	211	217
Investment funds	1,026	997
Short-term investments	—	55
Other investments	237	245
Accrued investment income (related party: 2016 – \$8 and 2015 – \$9)	507	520
Reinsurance recoverable (portion at fair value: 2016 – \$1,898 and 2015 – \$2,377)	6,232	7,257
Deferred acquisition costs, deferred sales inducements, and value of business acquired	2,684	2,663
Current income tax recoverable	77	113
Deferred tax assets	208	606
Other assets	811	749
Assets of consolidated variable interest entities		
Investments		
Trading securities, at fair value		
Fixed maturity securities (related party: 2016 – \$53 and 2015 – \$53)	704	722
Equity securities – related party	266	309
Investment funds (related party, at fair value: 2016 – \$528 and 2015 – \$516)	540	534
Cash and cash equivalents	6	6
Restricted cash	9	—
Other assets	12	20
Total assets	\$ 84,301	\$ 80,854

(Continued)

See accompanying notes to the unaudited condensed consolidated financial statements

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ATHENE HOLDING LTD. Condensed Consolidated Balance Sheets (Unaudited)

(In millions)	June 30, 2016	December 31, 2015
Liabilities and Equity		
Liabilities		
Interest sensitive contract liabilities (portion at fair value: 2016 – \$6,300 and 2015 – \$6,359)	\$ 58,797	\$ 57,296
Future policy benefits (portion at fair value: 2016 – \$2,505 and 2015 – \$2,478)	14,745	14,540
Other policy claims and benefits	216	234
Dividends payable to policyholders	1,150	856
Derivative liabilities	26	17
Payables for collateral on derivatives	743	867
Reinsurance payable	51	45
Funds withheld liability (portion at fair value: 2016 – \$32 and 2015 – \$35)	391	388
Other liabilities (related party: 2016 – \$100 and 2015 – \$63)	1,232	731
Liabilities of consolidated variable interest entities	512	517
Total liabilities	77,863	75,491
Equity		
Common stock	—	—
Additional paid-in capital	3,276	3,281
Retained earnings	2,592	2,318
Accumulated other comprehensive income (loss) (related party: 2016 – \$(26) and 2015 – \$(24))	569	(237)
Total Athene Holding Ltd. shareholders' equity	6,437	5,362
Noncontrolling interest	1	1
Total equity	6,438	5,363
Total liabilities and equity	\$ 84,301	\$ 80,854

(Concluded)

See accompanying notes to the unaudited condensed consolidated financial statements

[Table of Contents](#)**ATHENE HOLDING LTD.****Condensed Consolidated Statements of Income (Unaudited)**

<i>(In millions, except per share data)</i>	Six months ended June 30,	
	2016	2015
Revenue		
Premiums	\$ 120	\$ 64
Product charges	135	120
Net investment income (related party investment income: 2016 – \$102 and 2015 – \$59; and related party investment expense: 2016 – \$153 and 2015 – \$137)	1,396	1,179
Investment related gains (losses) (related party: 2016 – \$(30) and 2015 – \$9)	143	(66)
Other-than-temporary impairment investment losses		
Other-than-temporary impairment losses	(24)	(21)
Other-than-temporary impairment losses recognized in other comprehensive income	3	6
Net other-than-temporary impairment losses	(21)	(15)
Other revenues	17	10
Revenues of consolidated variable interest entities		
Net investment income (related party: 2016 – \$17 and 2015 – \$1)	33	18
Investment related gains (losses) (related party: 2016 – \$(37) and 2015 – \$38)	(54)	37
Total revenues	1,769	1,347
Benefits and Expenses		
Interest sensitive contract benefits	586	453
Amortization of deferred sales inducements	6	8
Future policy and other policy benefits	485	231
Amortization of deferred acquisition costs and value of business acquired	90	88
Interest expense	3	11
Dividends to policyholders	30	22
Policy and other operating expenses (related party: 2016 – \$8 and 2015 – \$5)	264	230
Operating expenses of consolidated variable interest entities	9	7
Total benefits and expenses	1,473	1,050
Income before income taxes	296	297
Income tax expense	17	33
Net income	279	264
Less: Net income attributable to noncontrolling interests	—	16
Net income available to Athene Holding Ltd. shareholders	<u>\$ 279</u>	<u>\$ 248</u>
Earnings per share on Class A and B shares		
Basic	\$ 1.50	\$ 1.51
Diluted	\$ 1.50	\$ 1.51

See accompanying notes to the unaudited condensed consolidated financial statements

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ATHENE HOLDING LTD.

Condensed Consolidated Statements of Comprehensive Income (Loss) (Unaudited)

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Net income	<u>\$ 279</u>	<u>\$ 264</u>
Other comprehensive income (loss), before tax		
Change in unrealized investment gains (losses) on available-for-sale securities, net of offsets	1,206	(463)
Change in noncredit component of other-than-temporary impairment losses, available-for-sale	(3)	(6)
Comprehensive income (loss) on hedging instruments	(7)	6
Comprehensive income (loss) on pension adjustments	(1)	—
Comprehensive income (loss) on foreign currency translation adjustments	—	—
Other comprehensive income (loss), before tax	<u>1,195</u>	<u>(463)</u>
Income tax expense (benefit) related to other comprehensive income	<u>389</u>	<u>(160)</u>
Other comprehensive income (loss), after tax	<u>806</u>	<u>(303)</u>
Comprehensive income (loss)	<u>1,085</u>	<u>(39)</u>
Less: comprehensive income attributable to noncontrolling interests	<u>—</u>	<u>16</u>
Comprehensive income (loss) available to Athene Holding Ltd. shareholders	<u>\$ 1,085</u>	<u>\$ (55)</u>

See accompanying notes to the unaudited condensed consolidated financial statements

[Table of Contents](#)**ATHENE HOLDING LTD.****Condensed Consolidated Statements of Equity (Unaudited)**

<i>(In millions)</i>	Common stock	Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Total Athene Holding Ltd. shareholders' equity	Non controlling interest	Total equity
Balance at December 31, 2014	\$ —	\$ 2,153	\$ 1,758	\$ 644	\$ 4,555	\$ 33	\$ 4,588
Net income	—	—	248	—	248	16	264
Other comprehensive loss	—	—	—	(303)	(303)	—	(303)
Issuance of shares, net of expenses	—	1,099	—	—	1,099	—	1,099
Stock-based compensation	—	5	—	—	5	—	5
Retirement or repurchase of shares	—	(1)	(1)	—	(2)	—	(2)
Change in equity of noncontrolling interests	—	—	—	—	—	(48)	(48)
Balance at June 30, 2015	<u>\$ —</u>	<u>\$ 3,256</u>	<u>\$ 2,005</u>	<u>\$ 341</u>	<u>\$ 5,602</u>	<u>\$ 1</u>	<u>\$ 5,603</u>
Balance at December 31, 2015	\$ —	\$ 3,281	\$ 2,318	\$ (237)	\$ 5,362	\$ 1	\$ 5,363
Net income	—	—	279	—	279	—	279
Other comprehensive income	—	—	—	806	806	—	806
Issuance of shares, net of expenses	—	1	—	—	1	—	1
Stock-based compensation	—	8	—	—	8	—	8
Retirement or repurchase of shares	—	(14)	(5)	—	(19)	—	(19)
Balance at June 30, 2016	<u>\$ —</u>	<u>\$ 3,276</u>	<u>\$ 2,592</u>	<u>\$ 569</u>	<u>\$ 6,437</u>	<u>\$ 1</u>	<u>\$ 6,438</u>

See accompanying notes to the unaudited condensed consolidated financial statements

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ATHENE HOLDING LTD.

Condensed Consolidated Statements of Cash Flows*(Unaudited)*

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Cash flows from operating activities		
Net income	\$ 279	\$ 264
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of deferred acquisition costs and value of business acquired	90	88
Amortization of deferred sales inducements	6	8
Amortization (accretion) of net investment premiums, discounts, and other (related party: 2016 – \$(2) and 2015 – \$(2))	(103)	(8)
Stock-based compensation	14	18
Net investment (income) loss (related party: 2016 – \$(12) and 2015 – \$(2))	14	(7)
Net recognized (gains) losses on investments and derivatives (related party: 2016 – \$25 and 2015 – \$6)	13	147
Policy acquisition costs deferred	(245)	(146)
Deferred income tax expense	19	72
Changes in operating assets and liabilities:		
Accrued investment income	15	34
Interest sensitive contract liabilities	607	156
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable	(17)	140
Current income tax recoverable	38	(13)
Funds withheld assets and liabilities	(60)	(247)
Other assets and liabilities	(17)	(24)
Consolidated variable interest entities related:		
Amortization (accretion) of net investment premiums, discounts, and other	2	—
Net recognized (gains) losses on investments and derivatives (related party: 2016 – \$37 and 2015 – \$(38))	53	(35)
Change in other assets and liabilities	—	4
Net cash provided by operating activities	<u>708</u>	<u>451</u>

(Continued)

See accompanying notes to the unaudited condensed consolidated financial statements

[Table of Contents](#)**ATHENE HOLDING LTD.****Condensed Consolidated Statements of Cash Flows***(Unaudited)*

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Cash flows from investing activities		
Sales, maturities, and repayments of:		
Available-for-sale securities		
Fixed maturity securities (related party: 2016 – \$10 and 2015 – \$29)	\$ 4,423	\$ 4,712
Equity securities	280	2
Trading securities (related party: 2016 – \$24 and 2015 – \$58)	358	185
Mortgage loans	316	287
Investment funds (related party: 2016 – \$117 and 2015 – \$47)	151	216
Derivative instruments and other invested assets	119	801
Short-term investments (related party: 2016 – \$55 and 2015 – \$52)	307	85
Purchases of:		
Available-for-sale securities		
Fixed maturity securities (related party: 2016 – \$0 and 2015 – \$(54))	(4,122)	(5,958)
Equity securities	(82)	—
Trading securities (related party: 2016 – \$(33) and 2015 – \$(21))	(482)	(338)
Mortgage loans	(496)	(423)
Investment funds (related party: 2016 – \$(131) and 2015 – \$(217))	(170)	(248)
Derivative instruments and other invested assets	(322)	(359)
Real estate	(21)	—
Short-term investments (related party: 2016 – \$0 and 2015 – \$(7))	(462)	(140)
Consolidated variable interest entities related:		
Sales, maturities, and repayments of investments (related party: 2016 – \$4 and 2015 – \$155)	9	157
Purchases of investments (related party: 2016 – \$(10) and 2015 – \$(6))	(10)	(6)
Change in restricted cash	(9)	—
Cash settlement of derivatives	19	27
Change in restricted cash	38	29
Other investing activities, net	119	258
Net cash used in investing activities	(37)	(713)

*(Continued)**See accompanying notes to the unaudited condensed consolidated financial statements*

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ATHENE HOLDING LTD.

Condensed Consolidated Statements of Cash Flows*(Unaudited)*

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Cash flows from financing activities		
Capital contributions	\$ 1	\$ 1,103
Deposits on investment-type policies and contracts	2,059	1,801
Withdrawals on investment-type policies and contracts	(2,293)	(2,515)
Payments for coinsurance agreements on investment-type contracts, net	(48)	(87)
Consolidated variable interest entities capital distributions to noncontrolling interests	—	(30)
Net change in cash collateral posted for derivative transactions	(123)	(240)
Repurchase of common stock	(1)	(2)
Other financing activities, net	331	1
Net cash (used in) provided by financing activities	(74)	31
Effect of exchange rate changes on cash and cash equivalents	(4)	—
Net increase (decrease) in cash and cash equivalents	593	(231)
Cash and cash equivalents at beginning of year ¹	2,720	2,638
Cash and cash equivalents at end of period¹	\$ 3,313	\$ 2,407
Supplementary information		
Non-cash transactions		
Deposits on investment-type policies and contracts through reinsurance agreements	\$ 2,213	\$ 469
Withdrawals on investment-type policies and contracts through reinsurance agreements	166	151
Investment funds acquired in exchange for non-cash assets and liabilities	—	473

¹ Includes cash and cash equivalents of consolidated variable interest entities

(Concluded)

See accompanying notes to the unaudited condensed consolidated financial statements

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements *(Unaudited)*

1. Business, Basis of Presentation, and Significant Accounting Policies

Athene Holding Ltd. (AHL), a Bermuda exempted company, together with its subsidiaries (collectively, Athene, we, our, us, or the Company), is a leading retirement services company that issues, reinsures, and acquires retirement savings products in all 50 U.S. states, the District of Columbia, and Germany.

We conduct business primarily through the following consolidated subsidiaries:

- Athene Life Re Ltd., a Bermuda exempted company to which AHL's other insurance subsidiaries and third party ceding companies directly and indirectly reinsure a portion of their liabilities (ALRe);
- Athene USA Corporation, an Iowa corporation and its subsidiaries (Athene USA); and
- Athene Deutschland GmbH & Co. KG, a German partnership and its subsidiaries (ADKG).

In addition, we consolidate the following variable interest entities (VIE), for which we have determined that we are the primary beneficiary:

- AAA Investments (Co-Invest VI), L.P., a Delaware limited partnership (CoInvest VI);
- AAA Investments (Co-Invest VII), L.P., a Delaware limited partnership (CoInvest VII);
- AAA Investments (Other), L.P., a Marshall Islands limited partnership (CoInvest Other);
- London Prime Apartments Guernsey Holdings Limited, a Guernsey limited company (London Prime); and
- 2012 CMBS-I Fund L.P., a Delaware limited partnership, and 2012 CMBS-II Fund L.P., a Delaware limited partnership (collectively, CMBS Funds).

Basis of Presentation—We have prepared the accompanying condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP) for interim financial information. The accompanying condensed consolidated financial statements are unaudited and reflect all adjustments, consisting only of normal recurring items considered necessary for fair statement of the periods presented. All significant intercompany accounts and transactions have been eliminated. Interim operating results are not necessarily indicative of the results expected for the entire year.

The accompanying condensed consolidated balance sheet as of December 31, 2015, has been derived from the audited financial statements, but does not include all of the information and footnotes required by GAAP for complete financial statements. Therefore, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes. The preparation of financial statements requires the use of management estimates. Actual results may differ from estimates used in preparing the condensed consolidated financial statements.

Adopted Accounting Pronouncements—We adopted the following Accounting Standards Updates (ASUs) during the reporting period:

Fair Value Measurement – Net Asset Value (ASU 2015-07)

This update has a disclosure-only impact for entities that measure investments using net asset value per share (NAV) under the practical expedient in the fair value measurement guidance. We adopted this standard effective January 1, 2016, and have removed investments that are measured at NAV as a practical expedient from the fair value hierarchy in all periods presented in the notes to the condensed consolidated financial statements.

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

Cloud Computing Arrangements (ASU 2015-05)

This update clarifies whether a cloud computing arrangement is an intangible asset or a service contract. We adopted this standard effective January 1, 2016, and the adoption of this update did not have a material effect on our condensed consolidated financial statements.

Stock-Based Compensation (ASU 2014-12)

This update requires a performance target in a share-based payment arrangement that affects vesting and that could be achieved after the requisite service period to be treated as a performance condition. The requisite service period ends when the employee can cease rendering service and still be eligible to vest in the award if the performance target is achieved. We adopted this standard effective January 1, 2016, and the adoption of this update did not have a material effect on our condensed consolidated financial statements.

Recently Issued Accounting Pronouncements

Statement of Cash Flows (ASU 2016-15)

This update provides specific guidance to clarify how entities should classify certain cash receipts and cash payments on the statement of cash flows. The update also clarifies the application of the predominance principle when cash receipts and cash payments have aspects of more than one class of cash flows. We will be required to adopt this standard effective January 1, 2018. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Financial Instruments – Credit Losses (ASU 2016-13)

This update is designed to reduce complexity by limiting the number of credit impairment models used for different assets. The resulting model will result in accelerated credit loss recognition on assets held at amortized cost, which includes our commercial and residential mortgage investments. Available-for-sale fixed maturity securities are not in scope of the new credit loss model, but will undergo targeted improvements to the current reporting model including the establishment of a valuation allowance for credit losses versus the current direct write down approach. We will be required to adopt this standard effective January 1, 2020. Early adoption is permitted effective January 1, 2019. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Revenue Recognition (ASU 2016-12, ASU 2016-11, ASU 2016-10, ASU 2016-08, ASU 2015-14, and ASU 2014-09)

ASU 2014-09 indicates an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2015-14 provided for a one-year deferral of the effective date, which will require us to adopt this standard effective January 1, 2018. ASU 2016-08 amends the principal-versus-agent implementation guidance and illustrations in ASU 2014-09. ASU 2016-10 clarifies the identification of performance obligations as well as licensing implementation guidance. ASU 2016-11 brings existing SEC guidance into conformity with revenue recognition accounting guidance of ASU 2014-09 discussed above. ASU 2016-12 provides clarification on assessing collectability, presentation of sales tax, non-cash consideration, and transition. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Improvements to Employee Share-Based Payment Accounting (ASU 2016-09)

This update simplifies several aspects of the accounting for share-based payment award transactions, including income tax consequences, forfeitures, and classification on the statement of cash flows. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

Equity Method and Joint Ventures (ASU 2016-07)

This update eliminates the retroactive adjustments to an investment upon it qualifying for the equity method of accounting as a result of an increase in the level of ownership interest or degree of influence by the investor. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Derivatives and Hedging – Contingent Put and Call Options (ASU 2016-06)

This update is intended to clarify the requirements for assessing whether contingent call (put) options that can accelerate the payment of principal on debt instruments are clearly and closely related to debt hosts. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Derivatives and Hedging – Effects of Derivative Contract Novation (ASU 2016-05)

This update is intended to clarify that a change in the counterparty to a derivative instrument that has been designated as the hedging instrument does not, in and of itself, require a de-designation of that hedging relationship provided all other hedge accounting criteria continue to be met. We will be required to adopt this standard effective January 1, 2017. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Leases (ASU 2016-02)

This update is intended to increase transparency and comparability for lease transactions. A lessee is required to recognize an asset and a liability for all lease arrangements longer than 12 months. Lessor accounting is largely unchanged. We will be required to adopt this standard effective January 1, 2019. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Financial Instruments – Recognition and Measurement (ASU 2016-01)

This update retains the current accounting for classifying and measuring investments in debt securities and loans, but requires equity investments to be measured at fair value with subsequent changes recognized in net income, except for those accounted for under the equity method or requiring consolidation. We will be required to adopt this standard effective January 1, 2018. We are currently evaluating the impact of this guidance on our consolidated financial statements.

2. Change in Accounting Policy and Revisions

Subsequent to the original issuance of the condensed consolidated financial statements, we adopted a change in accounting principle regarding the balance sheet presentation of assets and liabilities associated with reinsurance agreements written on a modified coinsurance (modco) basis. The funds withheld assets and liabilities arising from modco contracts are now presented gross of the corresponding policy benefit liabilities on the condensed consolidated balance sheets, whereas these assets and liabilities were previously presented net on a contract-by-contract basis. We determined gross presentation is preferable to net presentation on the basis that gross presentation increases transparency and aligns the presentation of modco reinsurance with that of funds withheld coinsurance, which is an economically equivalent form of reinsurance. Additionally, we expect increased use of modco reinsurance in our ongoing business operations, and believe gross presentation is necessary to best reflect the economic impact of modco transactions.

We applied this change retrospectively on the condensed consolidated balance sheets, as well as the corresponding classification changes within operating activities on the condensed consolidated statements of cash flows. There was no impact to the condensed consolidated statements of income, condensed consolidated statements of comprehensive income, or condensed consolidated statements of equity resulting from this change.

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

We have also revised our condensed consolidated financial statements as a result of correcting immaterial misstatements. We assessed the materiality of these revisions and concluded these revisions are not material to the condensed consolidated financial statements as a whole. However, we elected to revise the consolidated financial statements to increase accuracy of the condensed consolidated financial statements, as well as consistency and comparability with balances and activities to be reported in future periods.

The following is a summary of the impacts of the change in accounting policy and revisions on the condensed consolidated balance sheets:

(In millions)	June 30, 2016			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Assets				
Investments				
Funds withheld at interest	\$ 2,045	\$ 3,548	\$ —	\$ 5,593
Total investments	63,541	3,548	—	67,089
Accrued investment income	505	—	2	507
Reinsurance recoverable	6,110	122	—	6,232
Deferred acquisition costs, deferred sales inducements, and value of business acquired	2,683	—	1	2,684
Deferred tax assets	227	—	(19)	208
Total assets	\$ 80,647	\$ 3,670	\$ (16)	\$84,301
Liabilities and Equity				
Liabilities				
Interest sensitive contract liabilities	\$ 55,096	\$ 3,707	\$ (6)	\$58,797
Future policy benefits	14,747	1	(3)	14,745
Reinsurance payable	216	(170)	5	51
Funds withheld liability	258	132	1	391
Other liabilities	1,230	—	2	1,232
Total liabilities	74,194	3,670	(1)	77,863
Equity				
Retained earnings	2,607	—	(15)	2,592
Total Athene Holding Ltd. shareholders' equity	6,452	—	(15)	6,437
Noncontrolling interest	1	—	—	1
Total equity	6,453	—	(15)	6,438
Total liabilities and equity	\$ 80,647	\$ 3,670	\$ (16)	\$84,301

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

The following is a summary of the impacts of the change in accounting policy and revisions on the condensed consolidated balance sheets:

(In millions)	December 31, 2015			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Assets				
Investments				
Funds withheld at interest	\$ 2,104	\$ 1,378	\$ —	\$ 3,482
Total investments	61,325	1,378	—	62,703
Reinsurance recoverable	7,134	122	1	7,257
Deferred acquisition costs, deferred sales inducements, and value of business acquired	2,654	—	9	2,663
Current income tax recoverable	121	—	(8)	113
Deferred tax assets	619	—	(13)	606
Assets of consolidated variable interest entities				
Investments				
Trading securities, at fair value				
Fixed maturity securities	717	—	5	722
Total assets	\$ 79,360	\$ 1,500	\$ (6)	\$80,854
Liabilities and Equity				
Liabilities				
Interest sensitive contract liabilities	\$ 55,795	\$ 1,480	\$ 21	\$57,296
Future policy benefits	14,544	—	(4)	14,540
Other policy claims and benefits	269	—	(35)	234
Reinsurance payable	180	(134)	(1)	45
Funds withheld liability	234	154	—	388
Other liabilities	728	—	3	731
Total liabilities	74,007	1,500	(16)	75,491
Equity				
Retained earnings	2,306	—	12	2,318
Accumulated other comprehensive income (loss)	(235)	—	(2)	(237)
Total Athene Holding Ltd. shareholders' equity	5,352	—	10	5,362
Noncontrolling interest	1	—	—	1
Total equity	5,353	—	10	5,363
Total liabilities and equity	\$ 79,360	\$ 1,500	\$ (6)	\$80,854

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ATHENE HOLDING LTD.
Notes to Condensed Consolidated Financial Statements (Unaudited)

The following is a summary of the impacts of the revisions on the condensed consolidated statements of income:

	Six months ended June 30, 2016		
<i>(In millions, except per share data)</i>	As Previously Reported	Revisions	As Adjusted
Revenue			
Premiums	\$ 122	\$ (2)	\$ 120
Investment related gains (losses)	147	(4)	143
Revenues of consolidated variable interest entities			
Investment related gains (losses)	(49)	(5)	(54)
Total revenues	<u>1,780</u>	<u>(11)</u>	<u>1,769</u>
Benefits and Expenses			
Interest sensitive contract benefits	576	10	586
Amortization of deferred sales inducements	4	2	6
Amortization of deferred acquisition costs and value of business acquired	84	6	90
Total benefits and expenses	<u>1,455</u>	<u>18</u>	<u>1,473</u>
Income before income taxes	325	(29)	296
Income tax expense	19	(2)	17
Net income	306	(27)	279
Less: Net income attributable to noncontrolling interests	—	—	—
Net income available to Athene Holding Ltd. shareholders	<u>\$ 306</u>	<u>\$ (27)</u>	<u>\$ 279</u>
Earnings per share on Class A and B shares			
Basic	\$ 1.65	\$ (0.15)	\$ 1.50
Diluted	\$ 1.65	\$ (0.15)	\$ 1.50

	Six months ended June 30, 2015		
<i>(In millions, except per share data)</i>	As Previously Reported	Revisions	As Adjusted
Revenue			
Net investment income	\$ 1,172	\$ 7	\$ 1,179
Investment related gains (losses)	(50)	(16)	(66)
Total revenues	<u>1,356</u>	<u>(9)</u>	<u>1,347</u>
Benefits and Expenses			
Interest sensitive contract benefits	461	(8)	453
Future policy and other policy benefits	229	2	231
Interest expense	13	(2)	11
Total benefits and expenses	<u>1,058</u>	<u>(8)</u>	<u>1,050</u>
Income before income taxes	298	(1)	297
Income tax expense	37	(4)	33
Net income	261	3	264
Less: Net income attributable to noncontrolling interests	16	—	16
Net income available to Athene Holding Ltd. shareholders	<u>\$ 245</u>	<u>\$ 3</u>	<u>\$ 248</u>
Earnings per share on Class A and B shares			
Basic	\$ 1.49	\$ 0.02	\$ 1.51
Diluted	\$ 1.49	\$ 0.02	\$ 1.51

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ATHENE HOLDING LTD.
Notes to Condensed Consolidated Financial Statements (Unaudited)

The following is a summary of the impacts of the revisions on the condensed consolidated statements of comprehensive income (loss):

<i>(In millions)</i>	Six months ended June 30, 2016		
	As Previously Reported	Revisions	As Adjusted
Net income	\$ 306	\$ (27)	\$ 279
Other comprehensive income, before tax			
Comprehensive income (loss) on foreign currency translation adjustments	(2)	2	—
Other comprehensive income, before tax	1,193	2	1,195
Income tax expense related to other comprehensive income	389	—	389
Other comprehensive income, after tax	804	2	806
Comprehensive income	1,110	(25)	1,085
Less: comprehensive income attributable to noncontrolling interests	—	—	—
Comprehensive income available to Athene Holding Ltd. shareholders	\$ 1,110	\$ (25)	\$ 1,085

<i>(In millions)</i>	Six months ended June 30, 2015		
	As Previously Reported	Revisions	As Adjusted
Net income	\$ 261	\$ 3	\$ 264
Other comprehensive loss, before tax			
Other comprehensive loss, before tax	(463)	—	(463)
Income tax benefit related to other comprehensive loss	(160)	—	(160)
Other comprehensive loss, after tax	(303)	—	(303)
Comprehensive loss	(42)	3	(39)
Less: comprehensive income attributable to noncontrolling interests	16	—	16
Comprehensive loss available to Athene Holding Ltd. shareholders	\$ (58)	\$ 3	\$ (55)

We revised the condensed consolidated statements of equity for the periods ended June 30, 2016, and 2015, only for the changes to net income and other comprehensive income (loss) presented above.

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

The following is a summary of the impact of changes in accounting policy and revisions to the impacted lines of the condensed consolidated statements of cash flows:

<i>(In millions)</i>	Six months ended June 30, 2016			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Cash flows from operating activities				
Net income	\$ 306	\$ —	\$ (27)	\$ 279
Adjustments to reconcile net income to net cash provided by operating activities:				
Amortization of deferred acquisition costs and value of business acquired	84	—	6	90
Amortization of deferred sales inducements	4	—	2	6
Deferred income tax expense	13	—	6	19
Changes in operating assets and liabilities:				
Accrued investment income	17	—	(2)	15
Interest sensitive contract liabilities	563	36	8	607
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable	(25)	(35)	43	(17)
Current income tax recoverable	46	—	(8)	38
Funds withheld assets and liabilities	(60)	(1)	1	(60)
Other asset and liabilities	(18)	—	1	(17)
Consolidated variable interest entities related:				
Net recognized (gains) losses on investments and derivatives	48	—	5	53
Net cash provided by operating activities	673	—	35	708
Cash flows from investing activities				
Net cash used in investing activities	(37)	—	—	(37)
Cash flows from financing activities				
Withdrawals on investment-type policies and contracts	(2,258)	—	(35)	(2,293)
Net cash used in financing activities	(39)	—	(35)	(74)
Effect of exchange rate changes on cash and cash equivalents	(4)	—	—	(4)
Net increase in cash and cash equivalents	593	—	—	593
Cash and cash equivalents at beginning of year ¹	2,720	—	—	2,720
Cash and cash equivalents at end of year¹	\$ 3,313	\$ —	\$ —	\$ 3,313

¹ Includes cash and cash equivalents of consolidated variable interest entities

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

The following is a summary of the impact of changes in accounting policy and revisions to the impacted lines of the condensed consolidated statements of cash flows:

<i>(In millions)</i>	Six months ended June 30, 2015			
	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Cash flows from operating activities				
Net income	\$ 261	\$ —	\$ 3	\$ 264
Adjustments to reconcile net income to net cash provided by operating activities:				
Net investment (income) loss	—	—	(7)	(7)
Net recognized (gains) losses on investments and derivatives	140	—	7	147
Deferred income tax expense	76	—	(4)	72
Changes in operating assets and liabilities:				
Interest sensitive contract liabilities	153	6	(3)	156
Future policy benefits, other policy claims and benefits, dividends payable to policyholders, reinsurance recoverable, and reinsurance payable	165	(25)	—	140
Funds withheld assets and liabilities	(266)	19	—	(247)
Other asset and liabilities	(28)	—	4	(24)
Net cash provided by operating activities	<u>451</u>	<u>—</u>	<u>—</u>	<u>451</u>
Cash flows from financing activities				
Deposits on investment-type policies and contracts	1,798	—	3	1,801
Withdrawals on investment-type policies and contracts	(2,516)	—	1	(2,515)
Other financing activities, net	5	—	(4)	1
Net cash provided by financing activities	<u>31</u>	<u>—</u>	<u>—</u>	<u>31</u>
Net decrease in cash and cash equivalents	(231)	—	—	(231)
Cash and cash equivalents at beginning of year ¹	2,638	—	—	2,638
Cash and cash equivalents at end of year¹	<u>\$ 2,407</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,407</u>

¹ Includes cash and cash equivalents of consolidated variable interest entities

3. Investments

Available-for-sale Securities—Our available-for-sale (AFS) investment portfolio includes bonds, collateralized loan obligations (CLO), asset-backed securities (ABS), commercial mortgage-backed securities (CMBS), residential mortgage-backed securities (RMBS), redeemable preferred stock, and equity securities. Additionally, it includes direct investments in affiliates of Apollo Global Management, LLC (AGM and, together with its subsidiaries, Apollo) where Apollo can exercise significant influence over the affiliates. These investments are presented as investments in related parties on the condensed consolidated balance sheets, and are separately disclosed below.

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The following table represents the amortized cost, gross unrealized gains and losses, fair value, and other-than-temporary impairments (OTTI) in accumulated other comprehensive income (AOCI) of our AFS investments by asset type:

	June 30, 2016				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI in AOCI
<i>(In millions)</i>					
Fixed maturity securities					
U.S. government and agencies	\$ 91	\$ 3	\$ —	\$ 94	\$ —
U.S. state, municipal, and political subdivisions	1,052	220	(1)	1,271	—
Foreign governments	2,345	233	(11)	2,567	—
Corporate	27,598	1,725	(203)	29,120	2
CLO	5,010	5	(458)	4,557	—
ABS	2,649	32	(70)	2,611	—
CMBS	1,637	68	(13)	1,692	—
RMBS	7,769	143	(187)	7,725	16
Total fixed maturity securities	48,151	2,429	(943)	49,637	18
Equity securities	181	15	(2)	194	—
Total AFS securities	48,332	2,444	(945)	49,831	18
Fixed maturity securities – related party					
CLO	264	—	(25)	239	—
ABS	59	—	(1)	58	—
Total AFS securities – related party	323	—	(26)	297	—
Total AFS securities including related party	\$ 48,655	\$ 2,444	\$ (971)	\$ 50,128	\$ 18

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	December 31, 2015				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI in AOCI
<i>(In millions)</i>					
Fixed maturity securities					
U.S. government and agencies	\$ 44	\$ 1	\$ —	\$ 45	\$ —
U.S. state, municipal, and political subdivisions	1,075	100	(10)	1,165	7
Foreign governments	2,467	17	(20)	2,464	—
Corporate	26,979	523	(566)	26,936	2
CLO	4,943	4	(392)	4,555	—
ABS	2,944	33	(59)	2,918	—
CMBS	1,725	33	(20)	1,738	—
RMBS	8,050	128	(183)	7,995	6
Total fixed maturity securities	48,227	839	(1,250)	47,816	15
Equity securities	367	40	—	407	—
Total AFS securities	48,594	879	(1,250)	48,223	15
Fixed maturity securities – related party					
CLO	271	—	(23)	248	—
ABS	61	—	(1)	60	—
Total AFS securities – related party	332	—	(24)	308	—
Total AFS securities including related party	\$ 48,926	\$ 879	\$ (1,274)	\$ 48,531	\$ 15

The amortized cost and fair value of fixed maturity AFS securities, including related party, are shown by contractual maturity below:

	June 30, 2016	
	Amortized Cost	Fair Value
<i>(In millions)</i>		
Due in one year or less	\$ 1,209	\$ 1,213
Due after one year through five years	6,739	6,927
Due after five years through ten years	11,384	11,952
Due after ten years	11,754	12,960
ABS, CLO, CMBS, and RMBS	17,065	16,585
Total AFS fixed maturity securities	48,151	49,637
Fixed maturity securities – related party, ABS and CLO	323	297
Total AFS fixed maturity securities including related party	\$ 48,474	\$ 49,934

Actual maturities can differ from contractual maturities as borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

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Unrealized Losses on AFS Securities—The following summarizes the fair value and gross unrealized losses for AFS securities, including related party, aggregated by class of security and length of time the fair value has remained below amortized cost:

	June 30, 2016					
	Less than 12 months		12 months or greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<i>(In millions)</i>						
Fixed maturity securities						
U.S. government and agencies	\$ —	\$ —	\$ 2	\$ —	\$ 2	\$ —
U.S. state, municipal, and political subdivisions	—	—	13	(1)	13	(1)
Foreign governments	148	(11)	21	—	169	(11)
Corporate	1,613	(62)	1,378	(141)	2,991	(203)
CLO	1,719	(92)	2,497	(366)	4,216	(458)
ABS	869	(29)	520	(41)	1,389	(70)
CMBS	261	(6)	223	(7)	484	(13)
RMBS	2,589	(92)	2,221	(95)	4,810	(187)
Total fixed maturity securities	7,199	(292)	6,875	(651)	14,074	(943)
Equity securities	27	(2)	—	—	27	(2)
Total AFS securities	7,226	(294)	6,875	(651)	14,101	(945)
Fixed maturity securities – related party						
CLO	85	(3)	144	(22)	229	(25)
ABS	58	(1)	—	—	58	(1)
Total AFS securities – related party	143	(4)	144	(22)	287	(26)
Total AFS securities including related party	\$ 7,369	\$ (298)	\$ 7,019	\$ (673)	\$ 14,388	\$ (971)

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	December 31, 2015					
	Less than 12 months		12 months or greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<i>(In millions)</i>						
Fixed maturity securities						
U.S. government and agencies	\$ 4	\$ —	\$ 2	\$ —	\$ 6	\$ —
U.S. state, municipal, and political subdivisions	63	(9)	8	(1)	71	(10)
Foreign governments	711	(20)	—	—	711	(20)
Corporate	7,810	(450)	554	(116)	8,364	(566)
CLO	2,934	(169)	1,555	(223)	4,489	(392)
ABS	1,484	(37)	371	(22)	1,855	(59)
CMBS	577	(11)	119	(9)	696	(20)
RMBS	4,672	(128)	995	(55)	5,667	(183)
Total AFS securities	18,255	(824)	3,604	(426)	21,859	(1,250)
Fixed maturity securities – related party						
CLO	139	(14)	72	(9)	211	(23)
ABS	60	(1)	—	—	60	(1)
Total AFS securities – related party	199	(15)	72	(9)	271	(24)
Total AFS securities including related party	\$ 18,454	\$ (839)	\$ 3,676	\$ (435)	\$ 22,130	\$ (1,274)

As of June 30, 2016, we held 1,973 AFS securities that were in an unrealized loss position. Of this total, 960 were in an unrealized loss position longer than 12 months. As of June 30, 2016, we held 21 related party AFS securities that were in an unrealized loss position. Of this total, 13 were in an unrealized loss position longer than 12 months. The unrealized losses on AFS securities can primarily be attributed to changes in market interest rates and credit spreads since acquisition. We did not recognize the unrealized losses in income because we have the intent and ability to hold these securities until sale or maturity, and believe the securities will recover the amortized cost basis prior to sale or maturity.

Other-Than-Temporary Impairments on AFS Securities—For the six months ended June 30, 2016, on total AFS securities including related party of \$50,128 million, we incurred \$21 million of net OTTI, of which \$3 million related to intent-to-sell impairments. These securities were impaired to fair value as of the impairment date. The remainder of net OTTI of \$18 million related to credit impairments, of which \$8 million related to credit loss impairments that we impaired to fair value and did not bifurcate a portion of the impairment in AOCI. The credit loss impairments not bifurcated in AOCI are excluded from the rollforward below.

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The following table represents a rollforward of the cumulative amounts recognized on the condensed consolidated statements of income for OTTI related to pre-tax credit loss impairments on AFS fixed maturity securities, for which a portion of the securities' total OTTI was recognized in AOCI:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Beginning balance	\$ 22	\$ 8
Initial impairments – credit loss OTTI recognized on securities not previously impaired	8	14
Additional impairments – credit loss OTTI recognized on securities previously impaired	2	—
Reduction in impairments from securities sold	—	(2)
Reduction for credit loss that no longer has a portion of the OTTI loss recognized in AOCI	—	(4)
Ending balance	\$ 32	\$ 16

Net Investment Income—Net investment income by asset type consists of the following:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
AFS securities		
Fixed maturity securities	\$ 1,144	\$ 991
Equity securities	4	—
Trading securities	125	89
Mortgage loans, net of allowances	171	162
Investment funds	55	39
Funds withheld at interest and modified coinsurance	25	26
Other	29	10
Investment revenue	1,553	1,317
Investment expenses	(157)	(138)
Net investment income	\$ 1,396	\$ 1,179

Investment Related Gains (Losses)—Investment related gains (losses) by asset type consist of the following:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
AFS fixed maturity securities		
Gross realized gain on investment activity	\$ 71	\$ 87
Gross realized loss on investment activity	(42)	(29)
Net realized investment gains on fixed maturity securities	29	58
Net realized investment gains (losses) on trading securities	65	(148)
Derivative gains	51	41
Other losses	(2)	(17)
Investment related gains (losses)	\$ 143	\$ (66)

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Proceeds from sales of AFS securities were \$2,230 million and \$2,771 million for the six months ended June 30, 2016, and 2015, respectively.

Included in net realized investment gains (losses) on trading securities are gains of \$106 million and losses of \$155 million resulting from the change in unrealized gains or losses for the underlying bonds we still held as of June 30, 2016, and 2015, respectively. Also included in net realized investment gains (losses) on trading securities are related party losses of \$23 million and gains of \$17 million resulting from the change in unrealized gains or losses for the underlying bonds we still held as of June 30, 2016, and 2015, respectively.

Mortgage Loans—Mortgage loans, net of allowances, consist of the following:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Commercial mortgage loans	\$ 5,381	\$ 5,178
Commercial mortgage loans under development	198	222
Total commercial mortgage loans	5,579	5,400
Residential mortgage loans	99	100
Mortgage loans, net of allowances	\$ 5,678	\$ 5,500

We primarily make commercial mortgage loans on income producing properties including hotels, industrial properties, retail buildings, and office buildings. We diversify the commercial mortgage loan portfolio by geographic region and property type to reduce concentration risk. Typically, we only lend up to 75% of the estimated fair value of the underlying real estate to manage risk in origination of a commercial mortgage loan. Subsequent to origination, we evaluate mortgage loans based on relevant current information to confirm if properties are performing at a consistent and acceptable level to secure the related debt.

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The distribution of commercial mortgage loans, including those under development, net of valuation allowances, by property type and geographic region, is as follows:

	June 30, 2016		December 31, 2015	
	Net Carrying Value	Percentage of Total	Net Carrying Value	Percentage of Total
<i>(In millions, except for percentages)</i>				
Property type				
Hotels	\$ 942	16.9%	\$ 877	16.2%
Retail	1,319	23.6%	1,230	22.8%
Office building	1,248	22.4%	1,274	23.6%
Industrial	772	13.8%	821	15.2%
Apartment	809	14.5%	907	16.8%
Other commercial	489	8.8%	291	5.4%
Total commercial mortgage loans	\$ 5,579	100.0%	\$ 5,400	100.0%
U.S. Region				
East North Central	\$ 508	9.1%	\$ 443	8.2%
East South Central	127	2.3%	129	2.4%
Middle Atlantic	728	13.1%	804	14.9%
Mountain	681	12.2%	583	10.8%
New England	179	3.2%	181	3.3%
Pacific	884	15.8%	838	15.5%
South Atlantic	1,350	24.2%	1,231	22.8%
West North Central	283	5.1%	291	5.4%
West South Central	748	13.4%	792	14.7%
Total U.S. Region	5,488	98.4%	5,292	98.0%
International Region	91	1.6%	108	2.0%
Total commercial mortgage loans	\$ 5,579	100.0%	\$ 5,400	100.0%

Our residential mortgage loan portfolio is comprised mostly of non-agency, first lien residential mortgage loans, collateralized by properties located in the U.S, primarily in California and Texas.

Mortgage Loan Valuation Allowance—We have a high-quality, well-performing mortgage loan portfolio, for which we have established a valuation allowance for collection losses. The assessment of mortgage loan impairments and valuation allowances is substantially the same for residential and commercial mortgage loans. The valuation allowance was \$1 million and \$2 million as of June 30, 2016, and December 31, 2015, respectively. There were no material impairments recorded or significant activity in the valuation allowance during the six months ended June 30, 2016, or 2015.

Residential mortgage loans – The primary credit quality indicator of residential mortgage loans is loan performance. Nonperforming residential mortgage loans are 90 days or more past due or in non-accrual status. All of our residential mortgage loans were performing as of June 30, 2016, and December 31, 2015, respectively.

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Commercial mortgage loans – The following provides the aging of our commercial mortgage loan portfolio, including those under development, net of valuation allowances:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Current (less than 30 days past due)	\$ 5,534	\$ 5,360
30 to 60 days past due	2	1
Over 90 days past due	43	39
Total commercial mortgage loans	\$ 5,579	\$ 5,400

Loan-to-value and debt service coverage ratios are measures we use to assess the risk and quality of commercial mortgage loans other than those under development. Loans under development are not evaluated using these ratios as they are generally not yet income-producing and the value of the underlying property significantly fluctuates based on the progress of construction. Therefore, the risk and quality of loans under development are evaluated based on the aging and geographical distribution of such loans as shown above.

The loan-to-value ratio is expressed as a percentage of the amount of the loan relative to the value of the underlying property. A loan-to-value ratio in excess of 100% indicates the unpaid loan amount exceeds the underlying collateral. The following represents the loan-to-value ratio of the commercial mortgage loan portfolio, excluding those under development, net of valuation allowances:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Less than 50%	\$ 1,831	\$ 2,087
50% to 60%	1,507	1,024
61% to 70%	1,285	1,299
71% to 100%	689	697
Greater than 100%	69	71
Commercial mortgage loans	\$ 5,381	\$ 5,178

The debt service coverage ratio, based upon the most recent financial statements, is expressed as a percentage of a property's net income to its debt service payments. A debt service ratio of less than 1.0 indicates a property's operations do not generate enough income to cover debt payments. The following represents the debt service coverage ratio of the commercial mortgage loan portfolio, excluding those under development, net of valuation allowances:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Greater than 1.20x	\$ 4,647	\$ 4,455
1.00x – 1.20x	457	471
Less than 1.00x	277	252
Commercial mortgage loans	\$ 5,381	\$ 5,178

Real Estate—Depreciation expense on invested real estate was \$5 million and zero during the six months ended June 30, 2016, and 2015, respectively. Accumulated depreciation was \$7 million and \$2 million as of June 30, 2016, and December 31, 2015, respectively.

Investment Funds—Our investment fund portfolio consists of funds that employ various strategies and include investments in mortgage and real estate, credit, private equity, natural resources, and hedge funds. Investment funds meet the definition of variable interest entities and are discussed further in *Note 5 – Variable Interest Entities*.

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4. Derivative Instruments

We use a variety of derivative instruments to manage equity risk, interest rate risk, credit risk, foreign currency risk, and market volatility. There have been no significant changes in our accounting policies related to derivatives during the six months ended June 30, 2016. See *Note 6 – Fair Value* for information about the fair value hierarchy for derivatives.

The following table presents the notional amount and fair value of derivative instruments:

(In millions)	June 30, 2016			December 31, 2015		
	Notional Amount	Fair Value		Notional Amount	Fair Value	
		Assets	Liabilities		Assets	Liabilities
Derivatives designated as hedges						
Foreign currency swaps	122	\$ 8	\$ —	177	\$ 14	\$ —
Derivatives not designated as hedges						
Equity options	25,500	928	1	25,176	831	—
Futures	—	6	—	—	9	1
Total return swaps	54	—	—	54	—	—
Foreign currency swaps	45	4	—	47	5	—
Interest rate swaps	678	3	12	859	2	8
Credit default swaps	10	—	8	10	—	7
Variance swaps	—	1	—	—	5	—
Foreign currency forwards	779	11	5	367	5	1
Embedded derivatives						
Funds withheld and modeo	—	122	32	—	36	35
Interest sensitive contract liabilities	—	—	4,834	—	—	4,477
Total non-hedging derivatives		1,075	4,892		893	4,529
Total derivatives		\$ 1,083	\$ 4,892		\$ 907	\$ 4,529

Derivatives are included in derivative assets or liabilities on the condensed consolidated balance sheets, with the exception of embedded derivatives. Funds withheld or modeo embedded derivatives are included in funds withheld at interest or funds withheld liability on the condensed consolidated balance sheets. Indexed annuity products embedded derivatives are included in interest sensitive contract liabilities on the condensed consolidated balance sheets.

During the six months ended June 30, 2016, and 2015, we had derivative gains of \$51 million and \$41 million, respectively, which are included in investment related gains (losses) on the condensed consolidated statements of income.

Derivatives Designated as Hedges

Cash flow hedges – We use foreign currency swaps to convert foreign currency denominated cash flows of an investment to U.S. dollars to reduce cash flow fluctuations due to changes in currency exchange rates. Certain of these swaps are designated as hedges. As of June 30, 2016, and December 31, 2015, we had six and five, respectively, foreign currency swaps designated and accounted for as cash flow hedges. The foreign currency swaps will expire by June 25, 2027. During the six months ended June 30, 2016, and 2015, we had foreign currency swap losses of \$7 million and gains of \$5 million, respectively, recorded in AOCI. No amounts were reclassified to income. There were no amounts deemed ineffective for the six months ended June 30, 2016, and 2015.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

Derivatives Not Designated as Hedges

Equity options – We use equity indexed options to economically hedge fixed indexed annuity products that guarantee the return of principal to the policyholder and credit interest based on a percentage of the gain in a specified market index, primarily the S&P 500. To hedge against adverse changes in equity indices, we enter into contracts to buy the equity indexed options within a limited time at a contracted price. The contracts are net settled in cash based on differentials in the indices at the time of exercise and the strike price.

Futures – Futures contracts are purchased to hedge the growth in interest credited to the customer as a direct result of increases in the related indices. We enter into exchange-traded futures with regulated futures commission clearing brokers who are members of a trading exchange. Under exchange-traded futures contracts, we agree to purchase a specified number of contracts with other parties and to post variation margin on a daily basis in an amount equal to the difference in the daily fair values of those contracts.

Total return swaps – We purchase total rate of return swaps to gain exposure and benefit from a reference asset without ownership. Total rate of return swaps are contracts in which one party makes payments based on a set rate, either fixed or variable, while the other party makes payments based on the return of the underlying asset, which includes both the income it generates and any capital gains.

Interest rate swaps – We use interest rate swaps to reduce market risks from interest rate changes and to alter interest rate exposure arising from mismatches between assets and liabilities. With an interest rate swap, we agree with another party to exchange the difference between fixed-rate and floating-rate interest amounts tied to an agreed-upon notional principal amount at specified intervals.

Certain of our consolidated VIE investment funds use interest rate swaps to manage exposure to variable cash flows on portions of their borrowings under repurchase agreements (see *Note 5 – Variable Interest Entities*).

Credit default swaps – Credit default swaps provide a measure of protection against the default of an issuer or allow us to gain credit exposure to an issuer or traded index. We use credit default swaps coupled with a bond to synthetically create the characteristics of a bond and to hedge credit risk. These transactions have a lower cost and are more liquid relative to the cash market. We receive a periodic premium for these transactions as compensation for accepting credit risk.

Hedging credit risk involves buying protection for existing credit risk. The exposure resulting from the agreements, which is usually the notional amount, is equal to the maximum proceeds that must be paid by a counterparty for a defaulted security. If a credit event occurs on a reference entity, then a counterparty who sold protection is required to pay the buyer the trade notional amount less any recovery value of the security.

Variance swaps – We have variance swaps to hedge the growth in interest credited to the customer as a direct result of changes in the volatility of the specified market index, primarily the S&P 500. In a variance swap transaction, we agree to exchange future realized volatility for current implied volatility. This type of forward contract pays the difference between the realized variance and a predefined strike multiplied by a notional value.

Foreign currency forwards – We use foreign currency forward contracts to hedge certain invested assets against movement in foreign currency. The price is agreed upon at the time of the contract and payment is made at a specified future date.

Embedded derivatives – We have embedded derivatives which are required to be separated from their host contracts and reported as derivatives. Host contracts include reinsurance agreements structured on a modco or funds withheld basis and indexed annuity products.

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The following is a summary of the gains (losses) related to derivatives not designated as hedges:

(In millions)	Six months ended June 30,	
	2016	2015
Equity options	\$ (92)	\$ (69)
Futures	(7)	1
Total return swaps	2	—
Credit default swaps	(1)	1
Variance swaps	(4)	—
Foreign currency swaps	11	9
Interest rate swaps	(3)	(2)
Foreign currency forwards	8	11
Embedded derivatives on modco or funds withheld	137	90
Amounts recognized in investment related gains (losses)	51	41
Embedded derivatives in indexed annuity products ¹	(161)	(68)
Total gains (losses) for derivatives not designated as hedges	\$ (110)	\$ (27)

¹ Included in interest sensitive contract benefits.

Credit Risk—We may be exposed to credit-related losses in the event of counterparty nonperformance on derivative financial instruments. Generally, the current credit exposure of our derivative contracts is the fair value at the reporting date less any collateral received from the counterparty.

We manage credit risk related to over-the-counter derivatives by entering into transactions with creditworthy counterparties. Where possible, we maintain collateral arrangements and use master agreements that provide for a single net payment from one counterparty to another at each due date and upon termination. We have also established counterparty exposure limits, where possible, in order to evaluate if there is sufficient collateral to support the net exposure.

Collateral arrangements typically require the posting of collateral in connection with its derivative instruments. Collateral agreements often contain posting thresholds, some of which may vary depending on the posting party's financial strength ratings. Additionally, a decrease in our financial strength rating to a specified level can result in settlement of the derivative position. As of June 30, 2016, and December 31, 2015, we had \$13 million and \$9 million, respectively, of collateral pledged to counterparties. The securities pledged as collateral are included in AFS fixed maturity securities on the condensed consolidated balance sheets.

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The estimated fair value of our net derivative and other financial assets and liabilities after the application of master netting agreements and collateral were as follows:

(In millions)	Gross amounts not offset on the condensed consolidated balance sheets					
	Gross amount recognized ¹	Financial instruments ²	Collateral received/pledged	Net amount	Off-balance sheet securities collateral ³	Net amount after securities collateral
June 30, 2016						
Derivative assets	\$ 961	\$ (9)	\$ (744)	\$ 208	\$ (30)	\$ 178
Derivative liabilities	(26)	9	13	(4)	—	(4)
December 31, 2015						
Derivative assets	\$ 871	\$ (7)	\$ (867)	\$ (3)	\$ (57)	\$ (60)
Derivative liabilities	(17)	7	9	(1)	—	(1)

¹ The gross amounts of recognized derivative assets and derivative liabilities are reported on the condensed consolidated balance sheets. As of June 30, 2016, and December 31, 2015, amounts that are not subject to master netting agreements or similar agreements were immaterial.

² Represents amounts offsetting derivative assets and derivative liabilities that are subject to an enforceable master netting agreement or similar agreement that are not netted against the gross derivative assets or gross derivative liabilities for presentation on the condensed consolidated balance sheets.

³ For securities collateral received, we do not have the right to sell or re-pledge the collateral. As such, we do not record the securities on the condensed consolidated balance sheet.

Certain derivative instruments contain provisions for credit related events, such as downgrades in our credit ratings or for a negative credit event of a credit default swap's reference entity. If a credit event were to occur, we may be required to post additional collateral or settle an outstanding liability. The following is a summary of our exposure to credit related events:

(In millions)	June 30, 2016	December 31, 2015
Fair value of derivative liabilities with credit related provisions	\$ 8	\$ 7
Maximum exposure for credit default swaps	10	10

There was no additional collateral required for default or termination events as of June 30, 2016, or December 31, 2015.

We also have invested in a fixed maturity security classified as trading that contains credit default swaps. The security is exposed to the credit risk of a reference portfolio of senior non-investment grade and investment grade unsecured corporate credit facilities. The note also has exposure to the credit risk of the issuer due to cash proceeds from the sale of the note deposited with the issuer. A default event occurs if the cumulative losses exceed a specified attachment point, which is typically not the first loss of the portfolio. If a default event occurs that exceeds the specified attachment point, our investment may not be fully returned. We would have no future potential payments under this investment. As of June 30, 2016, the amortized cost of the investment is \$42 million, the carrying value is \$43 million, and the weighted average expected life is 5.4 years.

5. Variable Interest Entities

Our investment funds meet the definition of a VIE, and in certain cases these investment funds are consolidated in our financial statements because we meet the criteria of the primary beneficiary.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

Consolidated VIEs—We consolidate CoInvest VI, CoInvest VII, CoInvest Other, London Prime, and CMBS Funds, which are investment funds. We are the only limited partner in these investment funds and receive all of the economic benefits and losses, other than management fees and carried interest, as applicable, paid to the general partner in each entity, which are related parties. We do not have any voting rights as limited partner and do not solely satisfy the power criteria to direct the activities that significantly impact the economics of the VIE. However, the criteria for the primary beneficiary are satisfied by our related party group and because substantially all of the activities are conducted on our behalf, we consolidate the investment funds.

No arrangement exists requiring us to provide additional funding in excess of our committed capital investment, liquidity, or the funding of losses or an increase to our loss exposure in excess of our investment in the VIEs. We elected the fair value option for fixed maturity and equity securities and investment funds, which are reported in the consolidated variable interest entity sections on the condensed consolidated balance sheets.

CoInvest VI, CoInvest VII, and CoInvest Other were formed to make investments, including co-investments alongside private equity funds sponsored by Apollo. We received our interests in CoInvest VI, CoInvest VII, and CoInvest Other as part of a contribution agreement in 2012 with AAA Guarantor – Athene, L.P. and its subsidiary, Apollo Life Re Ltd., in order to provide a capital base to support future acquisitions. London Prime was formed for the purpose of investing in Prime London Ventures Limited, a Guernsey limited company, which purchases rental residential assets across prime central London. The CMBS Funds were formed with the objective of generating high risk-adjusted investment returns by investing primarily in a portfolio of eligible CMBS and using leverage through repurchase agreements treated as collateralized financing.

CoInvest VII holds a significant investment in an investment fund, MidCap FinCo Limited (MidCap FinCo). During 2016, we purchased a pool of loans sourced by MidCap FinCo and contemporaneously sold subordinated participation interests in the loans to a subsidiary of MidCap FinCo. As of June 30, 2016, the \$24 million due to MidCap FinCo under the subordinated participation agreement is reflected as a secured borrowing in other liabilities on the condensed consolidated balance sheets.

Trading securities – including related party—Trading securities represents investments in fixed maturity and equity securities with changes in fair value recognized in investment related gains (losses) within revenues of consolidated variable interest entities on the condensed consolidated statements of income. For the six months ended June 30, 2016, and 2015, investment related gains (losses) included losses of \$53 million and \$50 million, respectively, resulting from the change in unrealized gains and losses underlying trading securities we still held as of the respective period end date. Trading securities held by CoInvest VI and CoInvest VII are considered related party investments because Apollo affiliates exercise significant influence over the operations of these investees.

Investment funds – including related party—Investment funds include non-fixed income, alternative investments in the form of limited partnerships or similar legal structures that meet the definition of VIEs; however, our consolidated VIEs are not considered the primary beneficiary of these investment funds. Changes in fair value of these investment funds are included in investment related gains (losses) within revenues of consolidated variable interest entities on the condensed consolidated statements of income. Investment funds held by CoInvest VII and CoInvest Other are considered related party investments as they are sponsored or managed by Apollo affiliates.

Fair Value— See Note 6 – *Fair Value* for a description of the levels of our fair value hierarchy and our process for determining the level to which we assign our assets and liabilities carried at fair value.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

The following represents the hierarchy for assets and liabilities of our consolidated VIEs measured at fair value on a recurring basis:

<i>(in millions)</i>	June 30, 2016			
	Total	Level 1	Level 2	Level 3
Assets of consolidated variable interest entities				
Investments				
Trading securities				
Fixed maturity securities	\$ 704	\$ —	\$ 651	\$ 53
Equity securities	266	214	—	52
Investment funds	528	—	—	528
Cash and cash equivalents	6	6	—	—
Restricted cash	9	9	—	—
Total assets of consolidated VIEs measured at fair value	\$ 1,513	\$ 229	\$ 651	\$ 633

<i>(in millions)</i>	December 31, 2015			
	Total	Level 1	Level 2	Level 3
Assets of consolidated variable interest entities				
Investments				
Trading securities				
Fixed maturity securities	\$ 722	\$ —	\$ 669	\$ 53
Equity securities	309	271	—	38
Investment funds	516	—	—	516
Cash and cash equivalents	6	6	—	—
Total assets of consolidated VIEs measured at fair value	\$ 1,553	\$ 277	\$ 669	\$ 607

Fair Value Valuation Methods—Refer to *Note 6 – Fair Value* for the valuation methods used to determine the fair value of trading securities, investment funds, and cash and cash equivalents.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

Level 3 Financial Instruments – The following is a reconciliation for all VIE Level 3 assets and liabilities measured at fair value on a recurring basis:

	Six months ended June 30, 2016							Total gains (losses) included in earnings ¹
	Beginning Balance	Total realized and unrealized gains (losses) included in income	Purchases/ Borrowings	Sales/ Repayments	Transfers in (out)	Other	Ending Balance	
<i>(In millions)</i>								
Assets of consolidated variable interest entities								
Trading securities								
Fixed maturity securities	\$ 53	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 53	\$ 5
Equity securities	38	13	1	—	—	—	52	13
Investment funds	516	8	8	(4)	—	—	528	8
Total Level 3 assets of consolidated VIEs	\$ 607	\$ 21	\$ 9	\$ (4)	\$ —	\$ —	\$ 633	\$ 26

¹ Related to instruments held at end of period.

	Six months ended June 30, 2015							Total gains (losses) included in earnings ¹
	Beginning Balance	Total realized and unrealized gains (losses) included in income	Purchases/ Borrowings	Sales/ Repayments	Transfers in (out)	Other ²	Ending Balance	
<i>(In millions)</i>								
Assets of consolidated variable interest entities								
Trading securities								
Fixed maturity securities	\$ 57	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 57	\$ —
Equity securities	62	(6)	—	—	—	(9)	47	(6)
Investment funds	40	1	1	(4)	—	473	511	1
Loans held for investment	2,071	—	—	—	—	(2,071)	—	—
Total Level 3 assets of consolidated VIEs	\$ 2,230	\$ (5)	\$ 1	\$ (4)	\$ —	\$ (1,607)	\$ 615	\$ (5)
Liabilities of consolidated variable interest entities								
Borrowings	\$ (1,517)	\$ —	\$ —	\$ —	\$ —	\$ 1,517	\$ —	\$ —
Total Level 3 liabilities of consolidated VIEs	\$ (1,517)	\$ —	\$ —	\$ —	\$ —	\$ 1,517	\$ —	\$ —

¹ Related to instruments held at end of period.

² Other activity primarily relates to the deconsolidation of MidCap Financial Holdings, LLC and its restructuring into MidCap FinCo.

There were no transfers between Level 1, Level 2, or Level 3 during the six months ended June 30, 2016, and 2015.

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Significant Unobservable Inputs— For certain Level 3 trading securities and investment funds, the valuations have significant unobservable inputs for comparable multiples and weighed average cost of capital rates applied in the valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, the comparable multiples are multiplied by the underlying investment's earnings before interest, tax, depreciation, and amortization to establish the total enterprise value of the underlying investments. We use a comparable multiple consistent with the implied trading multiple of public industry peers.

For other Level 3 trading securities, investment funds, loans held for investment, and borrowings, valuations are performed using a discounted cash flow model. For a discounted cash flow model, the significant input is the discount rate applied to present value the projected cash flows. An increase in the discount rate can significantly lower the fair value; a decrease in the discount rate can significantly increase the fair value. The discount rate is determined by considering the weighted average cost of capital calculation of companies in similar industries with comparable debt to equity ratios.

We apply a discount to the values reported by the investment funds for certain Level 3 trading securities and investment funds held within consolidated VIEs related to the lack of marketability of the underlying investment. As the degree of marketability increases, the related discount applied to the underlying investment is decreased. The weighted average of the discount rates applied to each individual investment are 13% and 34% as of June 30, 2016, and December 31, 2015, respectively.

Fair Value Option— The following represents the gains (losses) recorded for instruments within the consolidated VIEs for which we have elected the fair value option:

(In millions)	Six months ended June 30,	
	2016	2015
Trading securities		
Fixed maturity securities	\$ —	\$ (1)
Equity securities	(44)	(8)
Investment funds	8	1
Total gains (losses)	\$ (36)	\$ (8)

Fair Value of Financial Instruments Not Held at Fair Value— Assets includes \$12 million and \$18 million of investment funds accounted for under the equity method and, therefore, not carried at fair value as of June 30, 2016, and December 31, 2015, respectively; however, the carrying amount approximates fair value. Liabilities of consolidated variable interest entities includes \$500 million of borrowings held at cost as of June 30, 2016, and December 31, 2015. The unpaid principal balance of borrowings approximates fair value.

Commitments and Contingencies— Included in assets of CoInvest VI, one of our consolidated VIEs on the condensed consolidated balance sheets as of June 30, 2016, are equity investments in publicly traded shares of Caesars Entertainment Corporation (CEC) and Caesars Acquisition Company (CAC), which are carried at their fair value of \$24 million and \$38 million, respectively. We received the CEC and CAC positions as part of a contribution agreement in 2012 with AAA Guarantor – Athene, L.P. and its subsidiary, Apollo Life Re Ltd., in order to provide a capital base to support future acquisitions. There are several pending actions against CEC and CAC and other defendants, related to certain transactions involving Caesars Entertainment Operating Company, a subsidiary of CEC. The general partner of the VIE, which holds the equity investments in CEC and CAC, has reported that the outcome of the pending actions cannot be ascertained at this time but that it may have a material

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effect on the operating results of the VIE in future periods. Given the uncertainty associated with the outcomes of these actions, we are uncertain as to whether our VIE's equity investments in CEC or CAC could be negatively impacted by these actions.

Non-Consolidated VIEs—We invest in other entities meeting the definition of a VIE. We do not consolidate these investments because we do not meet the criteria of primary beneficiary as described below.

Fixed Maturity Securities— We invest in securitization entities as a debt holder or an investor in the residual interest of the securitization vehicle, which are included in fixed maturity securities on the condensed consolidated balance sheets. These entities are deemed VIEs due to insufficient equity within the structure and lack of control by the equity investors over the activities that significantly impact the economics of the entity. In general, we are a debt investor within these entities and, as such, hold a variable interest; however, due to the debt holders' lack of ability to control the decisions within the trust that significantly impact the entity, and the fact the debt holders are protected from losses due to the subordination by the equity tranche, the debt holders are not deemed the primary beneficiary. Securitization vehicles in which we hold the residual tranche are not consolidated because we do not unilaterally have substantive rights to remove the general partner, or when assessing related party interests, we are not under common control, as defined by GAAP, with the related party, nor are substantially all of the activities conducted on our behalf; therefore, we are not deemed the primary beneficiary. Debt investments and investments in the residual tranche of securitization entities are considered debt instruments and are held at fair value on the balance sheet and classified as AFS or trading.

Investment funds— Investment funds include non-fixed income, alternative investments in the form of limited partnerships or similar legal structures that meet the definition of VIEs.

A portion of these investment funds are sponsored and managed by unrelated parties in which we, as limited partner, do not have the power to direct the activities that most significantly impact the economic performance of the fund, nor do we unilaterally have substantive rights to remove the general partner or dissolve the entity without cause. As a result, we do not meet the power criterion to be considered the primary beneficiary and do not consolidate these VIEs in our financial statements.

We also have equity interests in investment funds where the general partner or investment manager is a related party. We have determined in accordance with GAAP we are not under common control with the related party, nor are we deemed to be the primary beneficiary. As a result, investments in these VIEs are not consolidated.

We account for non-consolidated investment funds where we are able to exercise significant influence over the entity under the equity method or by electing the fair value option, in which NAV is used as a practical expedient for fair value.

Our investments in investment funds are generally passive in nature as we do not take an active role in the investment fund's management. Our risk of loss is limited and depends on the investment as follows: (1) investment funds accounted for under the equity method are limited to our initial investment plus unfunded commitments; (2) investment funds under the fair value option are limited to the fair value plus unfunded commitments; (3) AFS securities and other investments are limited to amortized cost; and (4) trading securities are limited to carrying value.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

The following summarizes the carrying value and maximum loss exposure of these non-consolidated VIEs:

(In millions)	June 30, 2016		December 31, 2015	
	Carrying Value	Maximum Loss Exposure	Carrying Value	Maximum Loss Exposure
Investment funds	\$ 718	\$ 889	\$ 733	\$ 878
Investment in related parties – investment funds	1,026	1,398	997	1,454
Assets of consolidated variable interest entities, investment funds	540	562	534	558
Investment in fixed maturity securities	17,224	17,710	17,673	18,146
Investment in related parties – fixed maturity securities	508	535	525	554
Total investment funds' assets	<u>\$ 20,016</u>	<u>\$ 21,094</u>	<u>\$ 20,462</u>	<u>\$ 21,590</u>

The following summarizes our investment funds, including related party investment funds and investment funds owned by consolidated VIEs:

(In millions, except for percentages and years)	June 30, 2016			December 31, 2015		
	Carrying value	Percent of total	Life of underlying funds in years	Carrying value	Percent of total	Life of underlying funds in years
Investment funds						
Private equity	\$ 277	38.6%	0 – 5	\$ 263	35.9%	0 – 7
Mortgage and real estate	107	14.9%	0 – 6	101	13.8%	0 – 7
Natural resources	5	0.7%	0 – 1	6	0.8%	0 – 1
Hedge funds	77	10.7%	0 – 4	86	11.7%	0 – 4
Credit funds	252	35.1%	0 – 9	277	37.8%	0 – 5
Total investment funds	<u>718</u>	<u>100.0%</u>		<u>733</u>	<u>100.0%</u>	
Investment funds – related parties						
Private equity – A-A Mortgage ¹	292	28.5%	6 – 6	225	22.6%	6 – 7
Private equity – other	46	4.5%	0 – 6	36	3.6%	6 – 7
Mortgage and real estate	232	22.6%	0 – 7	234	23.5%	0 – 7
Natural resources	40	3.9%	2 – 4	46	4.6%	3 – 7
Hedge funds	191	18.6%	0 – 5	256	25.6%	0 – 1
Credit funds	225	21.9%	3 – 7	200	20.1%	3 – 10
Total investment funds – related parties	<u>1,026</u>	<u>100.0%</u>		<u>997</u>	<u>100.0%</u>	
Investment funds owned by consolidated VIEs						
Private equity – MidCap FinCo ²	490	90.8%	N/A	482	90.3%	N/A
Credit funds	38	7.0%	0 – 4	34	6.3%	0 – 4
Mortgage and real assets	12	2.2%	3 – 4	18	3.4%	3 – 4
Total investment funds owned by consolidated VIEs	<u>540</u>	<u>100.0%</u>		<u>534</u>	<u>100.0%</u>	
Total investment funds including related parties and funds owned by consolidated VIEs	<u>\$ 2,284</u>			<u>\$ 2,264</u>		

¹ A-A Mortgage Opportunities, LP (A-A Mortgage) is a platform to originate residential mortgage loans and mortgage servicing rights.

² Our total investment in MidCap FinCo, including amounts advanced under credit facilities, totaled \$727 million and \$782 million at June 30, 2016, and December 31, 2015, respectively, which is greater than 10% of total AHL shareholders' equity at the respective period end dates.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

Summarized Ownership of Investment Funds—The following table presents the carrying value by ownership percentage of equity method investment funds, including related party investment funds and consolidated VIE investment funds:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Ownership Percentage		
100%	\$ 46	\$ 49
50% – 99%	348	322
Greater than 3% – 49%	1,223	1,225
Equity method investment funds	<u>\$ 1,617</u>	<u>\$ 1,596</u>

The following table presents the carrying value by ownership percentage of investment funds where we elected the fair value option, including related party investment funds and investment funds owned by consolidated VIEs:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Ownership Percentage		
Greater than 3% – 49%	\$ 528	\$ 516
3% or less	139	152
Fair value option investment funds	<u>\$ 667</u>	<u>\$ 668</u>

6. Fair Value

Fair value is the price we would receive to sell an asset or pay to transfer a liability (exit price) in an orderly transaction between market participants. We determine fair value based on the following fair value hierarchy:

Level 1 – Unadjusted quoted prices for identical assets or liabilities in an active market.

Level 2 – Quoted prices for inactive markets or valuation techniques that require observable direct or indirect inputs for substantially the full term of the asset or liability.

Level 2 inputs include the following:

- Quoted prices for similar assets or liabilities in active markets,
- Observable inputs other than quoted market prices, and
- Observable inputs derived principally from market data through correlation or other means.

Level 3 – Prices or valuation techniques with unobservable inputs significant to the overall fair value estimate. These valuations use critical assumptions not readily available to market participants. Level 3 valuations are based on market standard valuation methodologies, including discounted cash flows, matrix pricing, or other similar techniques.

The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure fair value fall within different levels of the hierarchy, the category level is based on the lowest priority level input that is significant to the instrument's fair value measurement.

We use a number of valuation sources to determine fair values. Valuation sources can include quoted market prices; third-party commercial pricing services; third-party brokers; industry-standard, vendor modeling software that uses market observable inputs; and other internal modeling techniques based on projected cash flows. We periodically review the assumptions and inputs of third-party commercial pricing services through internal valuation price variance reviews, comparisons to internal pricing models, back testing to recent trades, or monitoring trading volumes.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

The following represents the hierarchy for our assets and liabilities measured at fair value on a recurring basis:

(In millions)	June 30, 2016				
	Total	NAV ¹	Level 1	Level 2	Level 3
Assets					
AFS securities					
Fixed maturity securities					
U.S. government and agencies	\$ 94	\$ —	\$ 33	\$ 61	\$ —
U.S. state, municipal, and political subdivisions	1,271	—	—	1,271	—
Foreign governments	2,567	—	—	2,551	16
Corporate	29,120	—	—	28,718	402
CLO	4,557	—	—	4,272	285
ABS	2,611	—	—	1,373	1,238
CMBS	1,692	—	—	1,612	80
RMBS	7,725	—	—	7,725	—
Total AFS fixed maturity securities	49,637	—	33	47,583	2,021
Equity securities	194	—	53	131	10
Total AFS securities	49,831	—	86	47,714	2,031
Trading securities					
Fixed maturity securities					
U.S. government and agencies	3	—	3	—	—
U.S. state, municipal, and political subdivisions	146	—	—	129	17
Corporate	1,486	—	—	1,485	1
CLO	104	—	—	—	104
ABS	89	—	—	—	89
CMBS	95	—	—	95	—
RMBS	351	—	—	229	122
Total trading fixed maturity securities	2,274	—	3	1,938	333
Equity securities	407	—	—	407	—
Total trading securities	2,681	—	3	2,345	333
Mortgage loans	45	—	—	—	45
Investment funds	139	139	—	—	—
Funds withheld at interest – embedded derivative	122	—	—	—	122
Derivative assets	961	—	6	955	—
Short-term investments	343	—	7	336	—
Cash and cash equivalents	3,307	—	3,307	—	—
Restricted cash	78	—	78	—	—
Investments in related parties					
AFS, fixed maturity securities					
CLO	239	—	—	239	—
ABS	58	—	—	—	58
Total AFS securities – related party	297	—	—	239	58
Trading securities, CLO	211	—	—	—	211
Reinsurance recoverable	1,898	—	—	—	1,898
Total assets measured at fair value	\$ 59,913	\$ 139	\$ 3,487	\$ 51,589	\$ 4,698

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Notes to Condensed Consolidated Financial Statements (Unaudited)

<i>(In millions)</i>	June 30, 2016				
	Total	NAV ¹	Level 1	Level 2	Level 3
Liabilities					
Interest sensitive contract liabilities					
Embedded derivative	\$ 4,834	\$ —	\$ —	\$ —	\$ 4,834
Universal life benefits	1,059	—	—	—	1,059
Unit-linked contracts	407	—	—	407	—
Future policy benefits					
AmerUs Closed Block	1,682	—	—	—	1,682
ILICO Closed Block and life benefits	823	—	—	—	823
Derivative liabilities	26	—	—	18	8
Funds withheld liability – embedded derivative	32	—	—	32	—
Total liabilities measured at fair value	\$ 8,863	\$ —	\$ —	\$ 457	\$ 8,406

¹ Investments measured at NAV as a practical expedient in determining fair value have not been classified in the fair value hierarchy.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

(In millions)	December 31, 2015				
	Total	NAV ¹	Level 1	Level 2	Level 3
Assets					
AFS securities					
Fixed maturity securities					
U.S. government and agencies	\$ 45	\$ —	\$ 41	\$ 4	\$ —
U.S. state, municipal, and political subdivisions	1,165	—	—	1,165	—
Foreign governments	2,464	—	—	2,447	17
Corporate	26,936	—	—	26,300	636
CLO	4,555	—	—	4,038	517
ABS	2,918	—	—	1,105	1,813
CMBS	1,738	—	—	1,671	67
RMBS	7,995	—	—	7,237	758
Total AFS fixed maturity securities	47,816	—	41	43,967	3,808
Equity securities	407	—	82	316	9
Total AFS securities	48,223	—	123	44,283	3,817
Trading securities					
Fixed maturity securities					
U.S. government and agencies	1	—	1	—	—
U.S. state, municipal, and political subdivisions	133	—	—	116	17
Corporate	1,450	—	—	1,434	16
CLO	108	—	—	—	108
ABS	98	—	—	—	98
CMBS	99	—	—	99	—
RMBS	161	—	—	132	29
Total trading fixed maturity securities	2,050	—	1	1,781	268
Equity securities	418	—	—	418	—
Total trading securities	2,468	—	1	2,199	268
Mortgage loans	48	—	—	—	48
Investment funds	152	152	—	—	—
Funds withheld at interest – embedded derivative	36	—	—	—	36
Derivative assets	871	—	9	862	—
Short-term investments	135	—	4	131	—
Cash and cash equivalents	2,714	—	2,714	—	—
Restricted cash	116	—	116	—	—
Investments in related parties					
AFS, fixed maturity securities					
CLO	248	—	—	241	7
ABS	60	—	—	—	60
Total AFS securities – related party	308	—	—	241	67
Trading securities, CLO	217	—	—	26	191
Reinsurance recoverable	2,377	—	—	—	2,377
Total assets measured at fair value	\$ 57,665	\$ 152	\$ 2,967	\$ 47,742	\$ 6,804

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Notes to Condensed Consolidated Financial Statements (Unaudited)

(In millions)	December 31, 2015				
	Total	NAV ¹	Level 1	Level 2	Level 3
Liabilities					
Interest sensitive contract liabilities					
Embedded derivative	\$ 4,477	\$ —	\$ —	\$ —	\$ 4,477
Universal life benefits	1,464	—	—	—	1,464
Unit-linked contracts	418	—	—	418	—
Future policy benefits					
AmerUs Closed Block	1,581	—	—	—	1,581
ILICO Closed Block and life benefits	897	—	—	—	897
Derivative liabilities	17	—	1	9	7
Funds withheld liability – embedded derivative	35	—	—	35	—
Total liabilities measured at fair value	\$ 8,889	\$ —	\$ 1	\$ 462	\$ 8,426

¹ Investments measured at NAV as a practical expedient in determining fair value have not been classified in the fair value hierarchy.

(Concluded)

Refer to Note 5 – Variable Interest Entities for fair value disclosures associated with consolidated VIEs.

Fair Value Valuation Methods—We used the following valuation methods and assumptions to estimate fair value:

AFS and trading securities

Fixed maturity – We obtain the fair value for most marketable bonds without an active market from several commercial pricing services. These are classified as Level 2 assets. The pricing services incorporate a variety of market observable information in their valuation techniques, including benchmark yields, broker-dealer quotes, credit quality, issuer spreads, bids, offers, and other reference data. This category typically includes U.S. and non-U.S. corporate bonds, U.S. agency and government guaranteed securities, ABS, CMBS, and RMBS.

We value privately placed fixed maturity securities based on the credit quality and duration of comparable marketable securities, which may be securities of another issuer with similar characteristics. In some instances, we use a matrix-based pricing model. These models consider the current level of risk-free interest rates, corporate spreads, credit quality of the issuer, and cash flow characteristics of the security. We also consider additional factors such as net worth of the borrower, value of collateral, capital structure of the borrower, presence of guarantees, and our evaluation of the borrower’s ability to compete in its relevant market. Privately placed fixed maturity securities are classified as Level 2 or 3.

Equity securities – Fair values of publicly traded equity securities are based on quoted market prices and classified as Level 1. Other equity securities, typically private equities or equity securities not traded on an exchange, we value based on other sources, such as analytics or brokers and are classified as Level 2 or 3.

Mortgage loans – Mortgage loans for which we have elected the fair value option or those held for sale are carried at fair value. We estimate fair value on a monthly basis using discounted cash flow analysis and rates being offered for similar loans to borrowers with similar credit ratings. Loans with similar characteristics are aggregated for purposes of the calculations. The discounted cash flow model uses unobservable inputs, including estimates of discount rates and loan prepayments. Mortgage loans are classified as Level 3.

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Funds withheld (embedded derivative) – We estimate the fair value of the embedded derivative based on the change in the fair value of the assets supporting the funds withheld payable under the combined coinsurance, modco, and coinsurance funds withheld reinsurance agreements. As a result, the fair value of the embedded derivative is classified as Level 2 or 3 based on the valuation methods used for the assets held in trust supporting the reinsurance agreements.

Derivatives – Derivative contracts can be exchange traded or over-the-counter. Exchange-traded derivatives typically fall within Level 1 of the fair value hierarchy depending on trading activity. Over-the-counter derivatives are valued using valuation models or an income approach using third-party broker valuations. Valuation models require a variety of inputs, including contractual terms, market prices, yield curves, credit curves, measures of volatility, prepayment rates, and correlation of the inputs. We consider and incorporate counterparty credit risk in the valuation process through counterparty credit rating requirements and monitoring of overall exposure. We also evaluate and include our own nonperformance risk in valuing derivatives. The majority of our derivatives trade in liquid markets; therefore, we can verify model inputs and model selection does not involve significant management judgment. These are typically classified within Level 2 of the fair value hierarchy.

Cash and cash equivalents – The carrying amount for cash equals fair value. We estimate the fair value for cash equivalents based on quoted market prices. These assets are classified as Level 1.

Interest sensitive contract liabilities (embedded derivative) – Embedded derivatives related to interest sensitive contract liabilities with fixed indexed annuity products are classified as Level 3. The valuations include significant unobservable inputs associated with actuarial assumptions for policyholder behavior.

Unit-linked contracts – Unit-linked contracts are valued based on the fair value of the investments supporting the contract. The underlying investments are trading securities comprised primarily of mutual funds. The valuations of these are based on quoted market prices for similar assets and are classified in Level 2, resulting in a corresponding classification for the unit-linked contracts.

AmerUs Closed Block – We elected the fair value option for the future policy benefits liability in the AmerUs Closed Block. Our valuation technique is to set the fair value of policyholder liabilities equal to the fair value of assets. There is an additional component which captures the fair value of the open block's cost to hold capital in excess of existing liabilities on the closed block. This component uses a present value of future cash flows, which includes investment earnings and policyholder liability movements. Unobservable inputs include estimates for these items. The target surplus as a percentage of statutory reserves is 3.89% based on the statutory risk-based capital ratio applicable to this block of business. The AmerUs Closed Block policyholder liabilities and any corresponding reinsurance recoverable are classified as Level 3.

ILICO Closed Block – We elected the fair value option for the ILICO Closed Block. Our valuation technique is to set the fair value of policyholder liabilities equal to the fair value of assets. There is an additional component which captures the fair value of the open block's obligations to the closed block business. This component uses the present value of future cash flows. The cash flows include commissions, administrative expenses, reinsurance premiums and benefits, and an explicit cost of capital. Unobservable inputs include estimates for these items. The explicit cost of capital assumption is 9% of required capital, post tax. A margin of 9.42% is included in the discount rates to reflect the business risk. An additional 0.29% is included to reflect non-performance risk. The ILICO Closed Block policyholder liabilities and corresponding reinsurance recoverable are classified as Level 3.

Universal life liabilities and other life benefits – We elected the fair value option for certain blocks of universal and other life business ceded to Global Atlantic Financial Group Limited (Global Atlantic). We use a present value of liability cash flows. Unobservable inputs include estimates of mortality, persistency, expenses, premium

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payments, and a risk margin used in the discount rates that reflects the riskiness of the business. The risk margin was 0.09%. These universal life policyholder liabilities and corresponding reinsurance recoverable are classified as Level 3.

Fair Value Option – The following represents the gains or losses recorded for instruments for which we have elected the fair value option:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Trading securities	\$ 65	\$ (148)
Mortgage loans	—	(1)
Investment funds	—	(7)
Future policy benefits	101	75
Total gains (losses)	\$ 166	\$ (81)

For fair value option mortgage loans, we record interest income, gains or losses from initial measurement, and subsequent changes in fair value in net investment income on the condensed consolidated statements of income. Gains and losses related to investment funds, including related party investment funds, are recorded in net investment income on the condensed consolidated statements of income. We record the change in fair value of future policy benefits to future policy and other policy benefits on the condensed consolidated statements of income.

The following summarizes information for fair value option mortgage loans:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Unpaid principal balance	\$ 42	\$ 46
Mark to fair value	3	2
Fair value	\$ 45	\$ 48

There were no fair value option mortgage loans 90 days or more past due as of June 30, 2016, and December 31, 2015.

Transfers Between Levels—Transfers into Level 3 represent securities that were valued using pricing sources which, due to changing market conditions, were less observable than in prior periods as indicated by the lack of commercially available vendor prices with observable inputs. Additionally, changes in pricing sources also led to securities transferring into Level 3.

Transfers out of Level 3 represent securities that were valued using pricing sources which, due to changing market conditions, were more observable than in prior periods as indicated by commercially available vendor prices with observable inputs. Additionally, changes in pricing sources also led to securities transferring into Level 2.

Transfers into or out of any level are assumed to occur at the end of the period. For the six months ended June 30, 2016, and 2015, there were no transfers between Level 1 and Level 2.

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Level 3 Financial Instruments—The following is a reconciliation for all Level 3 assets and liabilities measured at fair value on a recurring basis:

	Six months ended June 30, 2016									Total gains (losses) included in earnings ¹
	Beginning Balance	Total realized and unrealized gains (losses)		Purchases	Sales	Transfers		Other	Ending Balance	
(In millions)		Included in income	Included in OCI			In	(Out)			
Assets										
AFS securities										
Fixed maturity										
Foreign governments	\$ 17	\$ 1	\$ (1)	\$ —	\$ (1)	\$ —	\$ —	\$ —	\$ 16	\$ —
Corporate	636	3	19	40	(56)	47	(287)	—	402	—
CLO	517	2	(1)	19	(3)	136	(385)	—	285	—
ABS	1,813	76	(13)	239	(854)	105	(128)	—	1,238	—
CMBS	67	—	1	7	—	50	(45)	—	80	—
RMBS	758	1	6	—	(108)	—	(657)	—	—	—
Equity securities	9	—	1	—	—	—	—	—	10	—
Trading securities										
Fixed maturity										
U.S. state, municipal, and political subdivisions	17	—	—	—	—	—	—	—	17	—
Corporate	16	—	—	—	(4)	1	(12)	—	1	4
CLO	108	(3)	—	—	(1)	—	—	—	104	4
ABS	98	(9)	—	—	—	—	—	—	89	—
RMBS	29	(2)	—	100	—	—	(5)	—	122	2
Mortgage loans	48	—	—	—	(3)	—	—	—	45	—
Funds withheld at interest—embedded derivative	36	86	—	—	—	—	—	—	122	—
Investments in related parties										
AFS securities										
Fixed maturity										
CLO	7	—	(1)	—	—	—	(6)	—	—	—
ABS	60	—	—	—	(2)	—	—	—	58	—
Trading securities, CLO	191	(23)	—	33	(16)	26	—	—	211	16
Reinsurance recoverable	2,377	(479)	—	—	—	—	—	—	1,898	—
Total Level 3 assets	\$ 6,804	\$ (347)	\$ 11	\$ 438	\$ (1,048)	\$ 365	\$ (1,525)	\$ —	\$ 4,698	\$ 26

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	Six months ended June 30, 2016									
	Total realized and unrealized gains (losses)			Transfers				Total gains (losses) included in earnings ¹		
	Beginning Balance	Included in income	Included in OCI	Purchases	Sales	In	(Out)	Other	Ending Balance	
<i>(In millions)</i>										
Liabilities										
Interest sensitive contract liabilities										
Embedded derivative ²	\$ (4,477)	\$ (161)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (196)	\$ (4,834)	\$ —
Universal life liabilities	(1,464)	405	—	—	—	—	—	—	(1,059)	—
Future policy benefits										
AmerUs Closed Block	(1,581)	(101)	—	—	—	—	—	—	(1,682)	—
ILICO Closed Block and life benefits	(897)	74	—	—	—	—	—	—	(823)	—
Derivative liabilities	(7)	(1)	—	—	—	—	—	—	(8)	(1)
Total Level 3 liabilities	\$ (8,426)	\$ 216	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (196)	\$ (8,406)	\$ (1)

¹ Related to instruments held at end of period.

² Other activity represents the change in fair value due to issuances of \$273 million, offset by settlements of \$77 million.

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Six months ended June 30, 2015										
(In millions)	Total realized and unrealized gains (losses)					Transfers			Ending balance	Total gains (losses) included in earnings ¹
	Beginning balance	Included in income	Included in OCI	Purchases	Sales	In	Out	Other		
Assets										
AFS securities										
Fixed maturity										
U.S. state, municipal, and political subdivisions	\$ 52	\$ (1)	\$ —	\$ 1	\$ (2)	\$ 10	\$ —	\$ —	\$ 60	\$ —
Corporate	208	(2)	2	231	(81)	120	(39)	—	439	—
CLO	182	1	2	20	—	95	(137)	—	163	—
ABS	924	9	(8)	337	(73)	954	(19)	—	2,124	—
CMBS	69	1	—	58	—	80	(31)	—	177	—
RMBS	654	9	(4)	399	(188)	57	—	—	927	—
Trading securities, CLO	146	4	—	—	(20)	—	—	—	130	3
Mortgage loans	73	(1)	—	—	(5)	—	—	—	67	(1)
Funds withheld at interest – embedded derivative	127	(31)	—	—	—	—	—	—	96	—
Investments in related parties										
AFS securities										
Fixed maturity										
CLO	15	(1)	—	9	—	—	(8)	—	15	—
ABS	66	—	—	—	(2)	—	—	—	64	—
Trading securities										
Fixed maturity										
U.S. state, municipal, and political subdivisions	—	—	—	—	—	18	—	—	18	—
CLO	268	1	—	—	(58)	19	—	—	230	(5)
ABS	—	5	—	100	—	—	—	—	105	(1)
RMBS	—	(1)	—	18	—	—	—	—	17	—
Reinsurance recoverable	2,460	(150)	—	—	—	—	—	—	2,310	—
Total Level 3 assets	\$ 5,244	\$ (157)	\$ (8)	\$ 1,173	\$ (429)	\$ 1,353	\$ (234)	\$ —	\$ 6,942	\$ (4)
Liabilities										
Interest sensitive contract liabilities										
Embedded derivative ²	\$ (4,437)	\$ (68)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (82)	\$ (4,587)	\$ —
Universal life liabilities	(1,417)	54	—	—	—	—	—	—	(1,363)	—
Future policy benefits										
AmerUs Closed Block	(1,715)	75	—	—	—	—	—	—	(1,640)	—
ILICO Closed Block and life benefits	(1,026)	95	—	—	—	—	—	—	(931)	—
Derivative liabilities	(8)	2	—	—	—	—	—	—	(6)	—
Total Level 3 liabilities	\$ (8,603)	\$ 158	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (82)	\$ (8,527)	\$ —

¹ Related to instruments held at end of period.

² Other activity represents the change in fair value due to issuances of \$159 million, offset by settlements of \$77 million.

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Notes to Condensed Consolidated Financial Statements (Unaudited)

Significant Unobservable Inputs—Significant unobservable inputs occur when we could not obtain or corroborate the quantitative detail of the inputs. This applies to AFS fixed maturity securities, mortgage loans, total return swaps, and credit default swaps. Additional significant unobservable inputs are described below.

Fixed maturity securities – For certain fixed maturity securities, internal models are used to calculate the fair value. A discounted cash flow approach is utilized. The discount rate is the significant unobservable input due to the determined credit spread being internally developed, illiquid, or other adjustments made to the base rate. The base rate represents a market comparable rate for securities with similar characteristics. Discounts ranged from 4% to 6%. This excludes assets for which significant unobservable inputs are not developed internally, primarily consisting of broker quotes.

Interest sensitive contract liabilities – embedded derivative – Significant unobservable inputs we use in the fixed indexed annuities embedded derivative of the interest sensitive contract liabilities valuation include:

1. Non-performance risk – For contracts we issue, we use the credit spread from the U.S. treasury curve based on our public credit rating as of the valuation date. This represents our credit risk for use in the estimate of the fair value of embedded derivatives. For contracts reinsured through funds withheld reinsurance, the cedant company holds collateral against its exposure; therefore, immaterial non-performance risk is ascribed to these contracts.
2. Option budget – We assume future hedge costs in the derivative’s fair value estimate. The level of option budgets determines the future costs of the options and impacts future policyholder account value growth.
3. Policyholder behavior – We regularly review the lapse and withdrawal assumptions. These are based on our initial pricing assumptions updated for actual experience. Actual experience may be limited for recently issued products.

The following summarizes the unobservable inputs for the embedded derivatives of fixed indexed annuities:

		June 30, 2016					
<i>(In millions, except for percentages)</i>		Fair value	Valuation technique	Unobservable inputs	Input/range of inputs		Impact of an increase in the input on fair value
Interest sensitive contract liabilities – fixed indexed annuities embedded derivatives		\$ 4,834	Option budget method	Non-performance risk	0.6%	– 1.9%	Decrease
				Option budget	0.7%	– 3.8%	Increase
				Surrender rate	0.0%	– 16.2%	Decrease
		December 31, 2015					
<i>(In millions, except for percentages)</i>		Fair value	Valuation technique	Unobservable inputs	Input/range of inputs		Impact of an increase in the input on fair value
Interest sensitive contract liabilities – fixed indexed annuities embedded derivatives		\$ 4,477	Option budget method	Non-performance risk	0.6%	– 1.8%	Decrease
				Option budget	0.8%	– 3.8%	Increase
				Surrender rate	0.0%	– 10.7%	Decrease

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Fair Value of Financial Instruments Not Carried at Fair Value—The following represents our financial instruments not carried at fair value on the condensed consolidated balance sheets:

(In millions)	Fair Value Level	June 30, 2016		December 31, 2015	
		Carrying Value	Fair Value	Carrying Value	Fair Value
Assets					
Mortgage loans	3	\$ 5,633	\$ 5,829	\$ 5,452	\$ 5,567
Investment funds	NAV ¹	579	579	581	581
Policy loans	2	602	602	642	642
Funds withheld at interest	3	5,471	5,471	3,446	3,446
Other investments	3	88	88	83	83
Investments in related parties					
Investment funds	NAV ¹	1,026	1,026	997	997
Short-term investments	2	—	—	55	55
Other investments	3	237	257	245	256
Total assets not carried at fair value		<u>\$ 13,636</u>	<u>\$ 13,852</u>	<u>\$ 11,501</u>	<u>\$ 11,627</u>
Liabilities					
Interest sensitive contract liabilities ²	3	\$ 25,487	\$ 25,693	\$ 23,645	\$ 22,963
Funds withheld liability	2	359	359	353	353
Total liabilities not carried at fair value		<u>\$ 25,846</u>	<u>\$ 26,052</u>	<u>\$ 23,998</u>	<u>\$ 23,316</u>

¹ Investments measured at NAV as a practical expedient in determining fair value have not been classified in the fair value hierarchy.

² During 2016, we changed the disclosure of interest sensitive contract liabilities to exclude insurance contracts, which are not required to be included. We determined contract types that meet the definition of insurance contracts include universal life and traditional fixed and fixed indexed annuities with significant mortality or morbidity risks. In previous periods, all contracts within interest sensitive contract liabilities not held at fair value were included. As such, the carrying and fair values reported for December 31, 2015, were adjusted to be comparable.

We estimate the fair value for financial instruments not carried at fair value using the same methods and assumptions as those we do carry at fair value. The financial instruments presented above are reported at carrying value on the condensed consolidated balance sheets; however, in the case of investment funds, policy loans, funds withheld at interest and liability, other investments, and investments in related parties – short-term investments, the carrying amount approximates or equals fair value.

Investment in related parties – Other investments – The fair value of investment in related party – other investments is determined using a discounted cash flow model using discount rates for similar investments.

Interest sensitive contract liabilities – The carrying and fair value of interest sensitive contract liabilities above includes fixed indexed and traditional fixed annuities without mortality or morbidity risks, funding agreements, and payout annuities without life contingencies. The embedded derivatives within fixed indexed annuities without mortality or morbidity risks are excluded, as they are carried at fair value. The valuation of these investment contracts is based on discounted cash flow methodologies using significant unobservable inputs. The estimated fair value is determined using current market risk-free interest rates, adding a spread to reflect our nonperformance risk and subtracting a risk margin to reflect uncertainty inherent in the projected cash flows.

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7. Reinsurance

During the six months ended June 30, 2016, we novated certain open blocks of business ceded to affiliates of Global Atlantic, in accordance with the terms of the coinsurance and assumption agreement. As a result of the novation, interest sensitive contract liabilities decreased \$1,006 million, future policy benefits decreased \$188 million, policy loans decreased \$8 million, and reinsurance recoverable decreased \$1,186 million.

8. Deferred Acquisition Costs, Deferred Sales Inducements, and Value of Business Acquired

The following represents a rollforward of deferred acquisition costs (DAC), deferred sales inducements (DSI), and value of business acquired (VOBA):

<i>(In millions)</i>	DAC	DSI	VOBA	Total
Balance at December 31, 2015	\$ 707	\$ 321	\$ 1,635	\$ 2,663
Additions	245	84	—	329
Amortization	(35)	(6)	(55)	(96)
Impact of unrealized investment (gains) losses	(43)	(22)	(147)	(212)
Balance at June 30, 2016	<u>\$ 874</u>	<u>\$ 377</u>	<u>\$ 1,433</u>	<u>\$ 2,684</u>

<i>(In millions)</i>	DAC	DSI	VOBA	Total
Balance at December 31, 2014	\$ 425	\$ 188	\$ 1,616	\$ 2,229
Additions	146	72	—	218
Amortization	(19)	(8)	(69)	(96)
Impact of unrealized investment (gains) losses	5	3	64	72
Balance at June 30, 2015	<u>\$ 557</u>	<u>\$ 255</u>	<u>\$ 1,611</u>	<u>\$ 2,423</u>

9. Debt

Revolving Credit Facility—In the first quarter of 2016, AHL, ALRe, and Athene USA entered into a five-year revolving credit agreement (Revolving Credit Facility) with Citibank, N.A., as administrative agent. The amount available under the Revolving Credit Facility is \$1 billion. In connection with the Revolving Credit Facility, AHL and Athene USA guaranteed all of the obligations of AHL, ALRe, and Athene USA under this facility, and ALRe guaranteed certain of the obligations of AHL and Athene USA under this facility. The Revolving Credit Facility contains various standard covenants with which we must comply, including the following:

1. Consolidated debt to capitalization ratio of not greater than 35%;
2. Minimum consolidated net worth of no less than the sum of (a) \$3.7 billion and (b) an amount equal to 50% of the net cash proceeds received in any subsequent equity issuances; and
3. Restrictions on our ability to incur debt and liens and to declare or pay dividends, in each case with certain exceptions.

As of June 30, 2016, we had no amounts outstanding under the Revolving Credit Facility and were in compliance with all covenants under this facility.

Interest accrues on outstanding borrowings at London Inter Bank Offering Rate (LIBOR) plus a margin or a base rate plus a margin, with the applicable margin varying based on AHL's issuer credit rating. The Revolving Credit Facility has a commitment fee that is determined by reference to AHL's issuer credit rating, and ranges from 0.15% to 0.50% of the unused commitment.

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10. Common Stock

We have six classes of common stock: Class A, Class B, Class M-1, Class M-2, Class M-3, and Class M-4. The Class M-1, Class M-2, Class M-3, and Class M-4 shares are collectively referred to as Class M shares.

Class A shares collectively represent 55% of the total voting power of the Company. Class B shares represent the remaining 45% of the total voting power of the Company, and are beneficially owned by shareholders who are members of the Apollo Group, as defined in our bye-laws. Class M shares are restricted, non-voting shares issued under equity incentive plans. Our bye-laws place certain restrictions on Class A shares such that (1) a holder of Class A shares, including its affiliates, cannot control greater than 9.9% of the total outstanding vote and if a holder of Class A shares were to control greater than 9.9%, then a holder's voting power is automatically reduced to 9.9% and the other holders of Class A shares would vote the remainder on a prorated basis, (2) the total voting power held by members of our management and employees of the Apollo Group is limited to 3%, and (3) Class A shares may be deemed non-voting when owned by a shareholder who owns Class B shares, has an equity interest in certain Apollo entities, or is a member of the Apollo Group.

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The table below shows the changes in each class of shares issued and outstanding:

	Six months ended June 30, 2016
Class A	
Beginning balance	50,151,265
Issued shares	130,104
Forfeited shares	(29,840)
Repurchased shares	(34,084)
Ending balance	50,217,445
Class B	
Beginning and ending balance	135,963,975
Class M-1	
Beginning balance	5,198,273
Forfeited shares	(270,543)
Ending balance	4,927,730
Class M-2	
Beginning balance	3,125,869
Forfeited shares	(161,474)
Ending balance	2,964,395
Class M-3	
Beginning balance	3,110,000
Forfeited shares	(224,000)
Ending balance	2,886,000
Class M-4	
Beginning balance	5,038,443
Issued shares	790,650
Forfeited shares	(275,650)
Repurchased shares	(22,871)
Ending balance	5,530,572

During the second quarter of 2016, we accrued a liability and recorded a corresponding decrease in equity for the repurchase of outstanding Class A, Class M-1, Class M-2, Class M-3, and Class M-4 common shares. As of June 30, 2016, cash payment for the repurchase had not yet occurred and the shares remain legally outstanding, although the criteria for accounting recognition had been met. As a result, the repurchase is not reflected in the above rollforward.

Stock-based Compensation—During the second quarter of 2016, we adopted a long-term incentive plan (LTIP) to provide an incentive to achieve long-term company goals and align the interests of our employees with those of shareholders. The plan consists of time and performance-based restricted share units (RSUs) and time-based stock options for Class A shares. RSUs represent a contractual right to receive Class A common shares and may be settled in shares or cash at our election. Stock options represent a right to purchase Class A common shares at a specified exercise price. We have issued 329,159 RSUs and 470,644 options under the LTIP.

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Stock-based compensation expense, including LTIP, was \$14 million and \$18 million for the six months ended June 30, 2016, and 2015, respectively. The stock-based compensation expense during the six months ended June 30, 2016, and 2015 was primarily a result of an increase in the valuation of our Class A and B shares during the period, which results in expense on our unvested performance-based Class M incentive shares that are remeasured to fair value each reporting period.

As of June 30, 2016, we had unrecognized compensation expense, including LTIP, of \$88 million. This cost is expected to be recognized over a weighted-average period of 1.2 years.

11. Earnings Per Share

The following table represents basic and diluted earnings per share calculation:

<i>(In millions, except share and per share data)</i>	Six months ended June 30,	
	2016	2015
Net income available to AHL shareholders	\$ 279	\$ 248
Basic weighted average shares outstanding ¹	186,006,656	164,324,327
Dilutive effect of stock compensation plans	81,250	20,069
Diluted weighted average shares outstanding ¹	186,087,906	164,344,396
Earnings per share²		
Basic	\$ 1.50	\$ 1.51
Diluted	\$ 1.50	\$ 1.51

¹ Weighted average shares outstanding includes the effects of the share repurchase described in Note 9 – Common Stock.

² Calculated using whole figures.

Dilutive shares are calculated using the treasury stock method. Earnings per share for all Class M shares is zero, as no earnings are attributable to these classes of shares.

The number of shares, options, and RSUs excluded from diluted shares outstanding were 16,762,978 shares and 13,729,819 shares for the six months ended June 30, 2016, and 2015, respectively. These are related to Class M shares, options, and RSUs for which the issuance restrictions had not been satisfied as of each period end or are antidilutive.

12. Accumulated Other Comprehensive Income

The following is a detail of AOCI:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
AFS securities	\$ 1,477	\$ (405)
DAC, DSI, VOBA, future policy benefits, and dividends payable to policyholders adjustment on AFS securities	(585)	91
Noncredit component of OTTI losses on AFS securities	(18)	(15)
Hedging instruments	8	15
Pension adjustments	(5)	(4)
Foreign currency translation adjustments	(4)	(4)
Accumulated other comprehensive income (loss), before taxes	873	(322)
Deferred income tax asset (liability)	(304)	85
Accumulated other comprehensive income (loss)	\$ 569	\$ (237)

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Changes in AOCI are presented below:

(In millions)	Six months ended June 30,	
	2016	2015
Unrealized gains (losses) on AFS securities		
Unrealized holding gains (losses) arising during the period	\$ 1,874	\$ (548)
Change in DAC, DSI, VOBA, future policy benefits, and dividends payable to policyholders	(676)	131
Less: Reclassification adjustment for gains (losses) realized in net income ¹	(8)	46
Less: Income tax expense (benefit)	393	(160)
Change in unrealized gains (losses) on AFS securities	813	(303)
Noncredit component of OTTI losses on AFS securities		
Noncredit component of OTTI losses on AFS securities recognized during the period	(10)	(9)
Less: Reclassification adjustment for gains (losses) realized in net income ¹	(7)	(3)
Less: Income tax expense (benefit)	(1)	(2)
Change in noncredit component of OTTI losses on AFS securities	(2)	(4)
Unrealized gain (loss) on hedging instruments		
Change in hedging instruments during the period	(7)	6
Less: Income tax expense (benefit)	(3)	2
Change in hedging instruments	(4)	4
Pension adjustments during the period	(1)	—
Change in AOCI	\$ 806	\$ (303)

¹ Recognized in investment related gains (losses) on the condensed consolidated statements of income.

13. Income Taxes

Our effective tax rates were 6% and 11% for the six months ended June 30, 2016, and 2015, respectively. Our effective tax rates may vary period to period depending upon the relationship of income subject to income tax compared to consolidated income before income taxes. The decrease in the effective tax rate was primarily attributed to a decrease in income subject to U.S. income tax, partially offset by an unfavorable change in valuation allowance and other provision adjustments compared to 2015.

Under current Bermuda law, we are not required to pay any taxes in Bermuda on either income or capital gains. We have received an undertaking from the Minister of Finance in Bermuda that, in the event of any such taxes being imposed, we will be exempted from taxation until the year 2035.

14. Related Parties

Athene Asset Management

Investment related expenses – Substantially all of our investments, with the exception of the investments of ADKG, are managed by Athene Asset Management, L.P. (AAM), a subsidiary of AGM. AAM provides direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services for our investment portfolio, including investment compliance, tax, legal, and risk management support. As of June 30, 2016, AAM directly managed \$51,212 million of our investment portfolio assets, of which 83% are rated one or two by the National Association of Insurance Commissioners. For certain assets which require specialized sourcing and underwriting capabilities, AAM has chosen to mandate sub-advisors rather than building out in-house capabilities. For the services related to these investments, AAM earns a fee of 0.40% per

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

year on all assets managed in accounts owned by or related to us, including sub-advised assets, but excluding assets of ADKG and certain other limited exceptions. Additionally, AAM recharges the sub-advisory fees it incurs with respect to our sub-advised assets to us.

AAM has entered into a Master Sub-Advisory Agreement (MSAA) with certain Apollo affiliates to sub-advise AAM with respect to a portion of our assets, with the fees recharged to us, in addition to the gross fee of 0.40% per year paid to AAM as described above. The MSAA covers services rendered by Apollo-affiliated sub-advisors relating to investments in certain asset classes, primarily CLO, CMBS, and ABS.

The following represents the assets sub-advised by Apollo affiliates:

<i>(In millions, except for percentages)</i>	June 30, 2016	December 31, 2015
Fixed maturity securities		
U.S. state, municipal, and political subdivisions	\$ 9	\$ 10
Foreign governments	153	107
Corporate	1,610	1,435
CLO	4,339	4,339
ABS	923	1,746
CMBS	958	1,010
RMBS	16	21
Mortgage loans	1,740	1,594
Investment funds	22	21
Trading securities	193	207
Funds withheld at interest	1,433	1,182
Other investments	88	83
Total assets sub-advised by Apollo affiliates	\$ 11,484	\$ 11,755
Percent of assets sub-advised by Apollo affiliates to total AAM-managed assets	18%	20%

Apollo Asset Management Europe

ADKG has an investment advisory agreement with Apollo Asset Management Europe (AAME), also a subsidiary of AGM. AAME provides advisory services for all of ADKG's investment portfolio other than operating cash, mortgage loans secured by residential and commercial properties that are not identified and advised by AAME, and assets related to unit-linked policies. Also excluded are assets held in German special investment funds managed or advised by Apollo, AAM, and any of the respective affiliates of Apollo, AAM, or AAME, to the extent the entity receives a management or advisory fee in connection with the fund. In providing these services, AAME has access to Apollo's European expertise and capabilities. The ADKG investments sub-advised by AAME consist primarily of corporate and sovereign bonds, as compared to the more diverse range of assets managed by AAM or those held in the German special investment funds. As compensation for the investment advisory services rendered, AAME receives a fee of 0.10% per year on the assets it sub-advises. Affiliates of AAME receive an advisory fee on certain German special investment funds. As of June 30, 2016, these investment funds totaled \$117 million.

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

The following represents the assets sub-advised by AAME:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
Fixed maturity securities		
U.S. government and agencies	\$ 57	\$ —
Foreign governments	2,404	2,349
Corporate	1,776	1,607
Mortgage loans	—	139
Other investments	838	961
Total assets sub-advised by AAME	\$ 5,075	\$ 5,056

The following summarizes the asset management fees and sub-advisory fees we have incurred related to AAM, AAME, and other Apollo affiliates:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Asset management fees	\$ 115	\$ 113
Sub-advisory fees	38	24

The management and sub-advisory fees are included within the net investment income line on the condensed consolidated statements of income. The management fees payable as of June 30, 2016, and December 31, 2015, were \$45 million and \$35 million, respectively. The sub-advisory fees payable as of June 30, 2016, and December 31, 2015, were \$26 million and \$24 million, respectively.

The investment management or advisory agreements with AAM or AAME have no stated term and any party can terminate upon notice. However, our bye-laws provide that we will not exercise our termination rights under the agreements, except that any agreement may only be terminated on October 31, 2018, or any third anniversary thereafter. Any termination on that date without cause requires (1) approval of our board of directors and the holders of our common shares that hold a majority of total voting power (giving effect to the voting allocation provisions set forth in our bye-laws) and (2) six months' prior written notice to AAM or AAME of termination. We may terminate the investment management agreement for cause, with the approval of our board of directors.

Because the Apollo Group has a significant voting interest in us, in order to protect against potential conflicts of interest resulting from transactions into which we have entered, and will continue to enter into with the Apollo Group, our board of directors has formed a conflicts committee, consisting of five of our directors who are not members of the Apollo Group, other than us. The conflicts committee reviews and a majority of the committee members must approve certain material transactions between us and the Apollo Group, subject to certain exceptions.

Other related party transactions—In 2015, we entered into a loan purchase agreement with AmeriHome Mortgage Company, LLC (AmeriHome), an investee of A-A Mortgage, an equity method investee. The agreement allows us to purchase certain residential mortgage loans which they have purchased from correspondent sellers and pooled for sale in the secondary market. AmeriHome retains the servicing rights to the sold loans. We have purchased \$17 million and \$60 million of residential mortgage loans under this agreement during the six months ended June 30, 2016, and 2015, respectively.

In the first quarter of 2016, we entered into a series of agreements with Apollo Commercial Real Estate Finance, Inc. (ARI), a related party managed by an affiliate of Apollo. Each of these transactions was completed on

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

August 31, 2016, but remained open at June 30, 2016. Pursuant to an agreement between ARI and Apollo Residential Mortgage, Inc. (AMTG), another related party managed by an Apollo affiliate, AMTG merged with and into ARI, effective August 31, 2016. Pursuant to an Asset Purchase and Sale Agreement between us and ARI, we purchased \$1,090 million of primarily non-agency RMBS from ARI subsequent to its merger with AMTG. We also provided ARI with a short-term \$175 million loan to consummate the merger, which was subsequently repaid with the proceeds of the sale of such RMBS. Finally, we purchased \$20 million of ARI shares of common stock pursuant to a stock purchase agreement that required such purchase if ARI's common stock price fell below the per share price at which such shares were issued to AMTG stockholders during the 30 trading days following the closing of the merger, which provided for additional liquidity to ARI stockholders. The impact of the agreement on the condensed consolidated financial statements as of and for the six months ended June 30, 2016, is the recognition of forward contracts for the asset purchases. Based on the nature of the agreement, and the intended AFS classification of the securities pending purchase as of June 30, 2016, GAAP allows for the gains and losses on the forward contract to be recognized in AOCI.

15. Commitments and Contingencies

Contingent Commitments—We had commitments to make additional capital contributions to certain investment funds of \$837 million and \$825 million as of June 30, 2016, and December 31, 2015, respectively. We expect most of our current commitments will be invested over the next five years; however, these commitments could become due any time upon counterparty request.

Funding Agreements—We are a member of the Federal Home Loan Bank (FHLB) of Indianapolis and Des Moines. Through membership, we have issued funding agreements with a carrying value of \$896 million and \$1,112 million as of June 30, 2016, and December 31, 2015, respectively, to the FHLB in exchange for cash advances. We are required to provide collateral equal to the funding agreements, considering any discounts to the securities posted and prepayment penalties.

Pledged Assets and Funds in Trust (Restricted Assets)—The total restricted assets included on the condensed consolidated balance sheets are as follows:

<i>(In millions)</i>	June 30, 2016	December 31, 2015
AFS securities		
Fixed maturity	\$ 1,602	\$ 1,865
Equity	48	56
Investment funds	25	27
Mortgage loans	1,075	1,134
Restricted cash	78	116
Total restricted assets	\$ 2,828	\$ 3,198

The restricted assets are primarily a result of the FHLB funding agreements described above. Additionally, we have established reinsurance trusts of assets equal to statutory reserves, plus an additional amount of assets, as a result of coinsurance agreements with Transamerica Life Insurance Corporation.

Litigation, Claims, and Assessments—On June 12, 2015, a putative class action complaint was filed in the United States District Court, Northern District of California against us. The complaint, which is similar to complaints recently filed against other large insurance companies, primarily alleges that captive reinsurance and other transactions had the effect of misrepresenting the financial condition of Athene Annuity and Life Company (AAIA). The complaint purports to be brought on behalf of a class of purchasers of annuity products issued by

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements *(Unaudited)*

AAIA between 2007 and the present. There are also various allegations related to the purchase of Aviva USA, and concerning a modified coinsurance transaction entered into with ALRe in October 2013. The suit asserts claims of violation of the Racketeer Influenced and Corrupt Organizations Act and seeks compensatory damages, trebled, in an amount to be determined, costs, and attorneys' fees. On March 25, 2016, the matter was transferred to the United States District Court, Southern District of Iowa. On May 25, 2016, the court granted plaintiff's motion to file an amended complaint dropping plaintiff Silva and defendant Aviva plc. We moved to dismiss that complaint on June 30, 2016, and the motion was fully briefed as of September 8, 2016, and the parties are waiting for a hearing date. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

On July 27, 2015, a putative class action complaint was filed in the United States District Court, District of Massachusetts, against us. An amended complaint was filed on December 18, 2015. The complaint alleges a putative class action on behalf of all persons who are the beneficial owners of assets which were used to purchase structured settlement annuities that Aviva London Assignment Corporation, Aviva Life Insurance Company, and CGU International Insurance, plc (Aviva Entities) or their predecessors, as applicable, delivered to purchasers on or after April 1, 2003. The complaint alleges that the Aviva Entities sold structured settlement annuities to the public on the basis that such products were backed by a capital maintenance agreement by CGU International Insurance, plc, which was alleged as a source of great financial strength. The complaint further alleges that the Aviva Entities used this capital maintenance agreement to enhance the sales volume and raise the price of the annuities. The complaint claims that, as a result of Aviva USA's sale to AHL, the capital maintenance agreement terminated. According to the complaint, no notice was provided to the owners of the structured settlement annuities and the termination of the capital maintenance agreement constituted a breach of contract and the plaintiffs further assert other causes of action. AHL is a named defendant due to its purchase of Aviva USA, and AAIA and Athene London Assignment are named as successors to Aviva Life Insurance Company and Aviva London Assignment Corporation, respectively. The defendants have answered and are engaged in the discovery process. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

The IRS has completed its examinations of the 2006 through 2010 Aviva USA tax years. Aviva USA agreed to all adjustments that were proposed with respect to those tax years with two exceptions: (1) AAIA's treatment of call options used to hedge fixed indexed annuity (FIA) liabilities for the tax years 2008 – 2010, and (2) the disallowance of offsetting tax deductions taken by AAIA and taxable income reported by the non-life subgroup with respect to unpaid independent marketing organization commissions. The first adjustment to which Aviva USA did not agree would disallow deductions of \$191 million, \$154 million, and \$76 million for 2008, 2009, and 2010, respectively. The second adjustment to which Aviva USA did not agree would increase non-life net operating losses and decrease AAIA net operating losses by \$16 million in each of 2009 and 2010. Taxes, penalties and interest with respect to these two issues for the years under audit are potentially subject to indemnification by Aviva plc. Athene USA has been unable to negotiate a favorable settlement of this issue with the IRS, and has reserved its right to contest the adjustment in federal court. If the IRS position is upheld in federal court, Athene USA expects that it would owe tax of \$120 million, plus interest, for tax years ending on or before October 2, 2013, which are subject to indemnification by Aviva plc as described above. The treatment of FIA hedges is a recurring issue as to the timing of the related deductions and could affect the current income tax incurred in periods after October 2, 2013, which are not subject to indemnification by Aviva plc. Given that the disallowance of a deduction in one period results in an increased deduction in a future period, AHL does not expect that there will be any material impact to its financial condition resulting from this issue.

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ATHENE HOLDING LTD.

Notes to Condensed Consolidated Financial Statements (Unaudited)

In 2000 and 2001, two insurance companies which were subsequently merged into AAIA purchased from American General Life Insurance Company (American General) broad based variable corporate-owned life insurance (COLI) policies that, as of June 30, 2016, had an asset value of approximately \$319 million, and is included in other assets on the condensed consolidated balance sheets. In January 2012, the COLI policy administrator delivered to AAIA a supplement to the existing COLI policies and advised that American General and ZC Resource Investment Trust (ZC Trust) had unilaterally implemented changes set forth in the supplement that if effective, would: (1) potentially negatively impact the crediting rate for the policies and (2) change the exit and surrender protocols set forth in the policies. In March 2013, AAIA filed suit against American General, ZC Trust and ZC Resource LLC in Chancery Court in Delaware, seeking, among other relief, a declaration that the changes set forth in the supplement were ineffectual and in breach of the parties' agreement. The parties filed cross motions for judgment as a matter of law, and the court granted defendants' motion and dismissed without prejudice on ripeness grounds. The issue that negatively impacts the crediting rate for one of the COLI policies has been triggered and we will pursue further adjudication. If the supplement is ultimately deemed to be effective, the purported changes to the policies could impair AAIA's ability to access the value of guarantees associated with the policies. The value of the guarantees included within the asset value reflected above are \$153 million as of June 30, 2016.

16. Segment Information

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other.

Retirement Services—Retirement Services is comprised of our United States and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure multi-year guaranteed annuities, fixed indexed annuities, traditional one-year guarantee fixed deferred annuities, immediate annuities, and institutional products from our reinsurance partners. In addition, our funding agreement backed notes program is included in our Retirement Services segment.

Corporate and Other—Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation, and intersegment eliminations. In Corporate and Other, we also hold the capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

Financial Measures—Segment operating income, net of tax, is an internal measure used by the chief operating decision maker to evaluate and assess the results of our segments.

Operating revenue is a component of operating income, net of tax, and excludes market volatility and adjustments for other non-operating activity. Our operating revenue equals the total revenue of the Company, adjusted to eliminate the impact of the following non-operating adjustments:

- Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets;
- Investment gains (losses), net of offsets;
- VIE expenses and noncontrolling interest; and
- Other adjustments to revenues.

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ATHENE HOLDING LTD.
Notes to Condensed Consolidated Financial Statements (Unaudited)

The table below reconciles segment operating revenues to total revenues presented on the condensed consolidated statements of income:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Operating revenue by segment		
Retirement Services	\$ 1,590	\$ 1,429
Corporate and Other	97	21
Total segment operating revenues	<u>1,687</u>	<u>1,450</u>
Non-operating adjustments		
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	(100)	(93)
Investment gains (losses), net of offsets	172	(43)
VIE expenses and noncontrolling interest	9	23
Other adjustments to revenues	1	10
Total non-operating adjustments	<u>82</u>	<u>(103)</u>
Total revenues	<u>\$ 1,769</u>	<u>\$ 1,347</u>

Operating income, net of tax, is an internal measure used to evaluate our financial performance excluding market volatility and expenses related to integration, restructuring, stock compensation, and other expenses. Our operating income, net of tax, equals net income available to Athene Holding Ltd. shareholders, adjusted to eliminate the impact of the following non-operating adjustments:

- Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets;
- Investment gains (losses), net of offsets;
- Integration, restructuring and other non-operating expenses;
- Stock-based compensation, excluding LTIP; and
- Provision for income taxes – non-operating.

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ATHENE HOLDING LTD. **Notes to Condensed Consolidated Financial Statements (Unaudited)**

The table below reconciles segment operating income, net of tax, to net income available to Athene Holding Ltd. shareholders presented on the condensed consolidated statements of income:

<i>(In millions)</i>	Six months ended June 30,	
	2016	2015
Operating income, net of tax by segment		
Retirement Services	\$ 392	\$ 313
Corporate and Other	(62)	(2)
Total segment operating income, net of tax	330	311
Non-operating adjustments		
Investment gains (losses), net of offsets	40	13
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	(85)	(34)
Integration, restructuring and other non-operating expenses	(6)	(25)
Stock-based compensation, excluding LTIP	(13)	(18)
Provision for income taxes – non-operating	13	1
Total non-operating adjustments	(51)	(63)
Net income available to Athene Holding Ltd. shareholders	\$ 279	\$ 248

17. Subsequent Events

During the third quarter of 2016, we modified Class M-1, M-2, and M-3 share agreements to vest all Tranche 2 awards as of September 30, 2016; whereas, under the original agreement, Tranche 2 awards vested only when certain performance hurdles were met. We also amended the conversion option, which previously only allowed conversion subsequent to an Initial Public Offering (IPO). Under the modified conversion terms, individuals can elect one of three options including conversion at a specified date prior to an IPO, on the date of an IPO, or ratably each month for six months after an IPO. The modifications impacted 28 individuals. As a result of the modifications, as of September 30, 2016, we recorded an \$83 million increase to additional paid-in capital, due to the reclassification from liability awards to equity awards. We also recorded an additional \$42 million charge to stock-based compensation expense and additional paid-in capital for the vesting of Tranche 2 shares, primarily related to the acceleration of previously unrecognized compensation expense.

During the third quarter of 2016, the CMBS Funds each sold invested assets to fully settle the borrowings under their respective repurchase agreements. The remaining invested assets were distributed directly to the Company.

Independent Auditor's Report

To Board of Directors of Athene Holding Ltd.:

We have audited the accompanying consolidated financial statements of Aviva USA and its subsidiaries, which comprise the consolidated balance sheet as of October 1, 2013, and the related consolidated statements of income and comprehensive income, of shareholder's equity, and of cash flows for the nine month period ended October 1, 2013.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Aviva USA and its subsidiaries as of October 1, 2013, and the results of their operations and their cash flows for the nine month period ended October 1, 2013, in accordance with accounting principles generally accepted in the United States of America.

/s/ PricewaterhouseCoopers LLP
Des Moines, Iowa
February 19, 2016

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AVIVA USA AND SUBSIDIARIES

Consolidated Balance Sheet

(Dollars in thousands, unless otherwise stated)

Assets	October 1, 2013
Investments	
Securities available for sale at fair value:	
Fixed maturity securities (amortized cost: 2013 – \$40,309,003)	\$ 42,569,879
Equity securities (cost: 2013 – \$65,304)	65,304
Short-term investments	17,392
Securities held for trading purposes at fair value:	
Fixed maturity securities	835,690
Equity securities	1,365
Short-term investments	4,895
Mortgage loans, net of allowances	5,209,228
Real estate at amortized cost (net of accumulated depreciation of: 2013 – \$26)	9,485
Policy loans at unpaid principal balances	645,160
Other investments	2,205,558
Total investments	51,563,956
Cash and cash equivalents	1,778,071
Accrued investment income	550,367
Premium, fees, and other receivables	45,785
Reinsurance receivables	1,174,925
Deferred policy acquisition costs and deferred sales inducements	3,761,278
Value of business acquired	730,173
Property and equipment	204,305
Other assets	458,727
Separate account assets	47,906
Total assets	\$ 60,315,493
Liabilities and Shareholder's Equity	
Liabilities	
Policy reserves and policyowner funds:	
Future life and annuity policy benefits	\$ 50,545,860
Policyowner funds	2,863,873
Accrued expenses and other liabilities	929,774
Payable for collateral under securities lending and other transactions	786,517
Dividends payable to policyowners	408,646
Policy and contract claims	113,554
Deferred income taxes	1,062,971
Separate account liabilities	47,906
Total liabilities	56,759,101
Shareholder's equity	
Common stock, par value of \$0.00 per share; 230,000,000 shares authorized; shares issued and outstanding: 2013 – 32	—
Additional paid-in capital	2,708,847
Retained earnings	139,167
Accumulated other comprehensive income	708,378
Total shareholder's equity	3,556,392
Total liabilities and shareholder's equity	\$ 60,315,493

The accompanying Notes are an integral part of the Consolidated Financial Statements.

Table of Contents**AVIVA USA AND SUBSIDIARIES**

Consolidated Statement of Income
(Dollars in thousands, unless otherwise stated)

	Nine months ended October 1, 2013
Revenues	
Insurance premiums	\$ 135,268
Universal life and annuity product charges	508,751
Net investment income	1,918,386
Other-than-temporary impairments:	
Other-than-temporary impairment on fixed maturity securities	(92,035)
Portion of other-than-temporary impairments recognized in other comprehensive income	—
Net other-than-temporary impairments recognized in net income	(92,035)
Other realized/unrealized gains on investments	1,653,475
Other income	58,450
Total revenues	<u>4,182,295</u>
Benefits and expenses	
Policyowner benefits	2,253,077
Underwriting, acquisition, and other expenses	345,617
Amortization of deferred policy acquisition costs and value of business acquired	520,759
Dividends to policyowners	57,621
Interest expense	36,945
Total benefits and expenses	<u>3,214,019</u>
Income before income taxes	968,276
Income tax expense	325,505
Net income	<u><u>\$ 642,771</u></u>

The accompanying Notes are an integral part of the Consolidated Financial Statements.

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AVIVA USA AND SUBSIDIARIES

Consolidated Statement of Comprehensive Income
(Dollars in thousands, unless otherwise stated)

	Nine months ended October 1, 2013
Net income	\$ 642,771
Other comprehensive income, before tax:	
Change in unrealized investment losses on available for sale securities	(709,750)
Change in noncredit component of the other-than-temporary impairment losses, available for sale	9,828
Other comprehensive loss before tax	(699,922)
Income tax benefit related to items in other comprehensive income	(244,973)
Other comprehensive loss after tax	(454,949)
Total comprehensive income	\$ 187,822

The accompanying Notes are an integral part of the Consolidated Financial Statements.

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AVIVA USA AND SUBSIDIARIES

Consolidated Statement of Shareholder's Equity
(Dollars in thousands, unless otherwise stated)

	<u>Common stock</u>	<u>Additional paid-in capital</u>	<u>Retained earnings (deficit)</u>	<u>Accumulated other comprehensive income</u>	<u>Total shareholder's equity</u>
Balance at December 31, 2012	\$ —	\$ 3,742,058	\$ (498,604)	\$ 1,163,327	\$ 4,406,781
Net income	—	—	642,771	—	642,771
Other comprehensive loss, net of tax	—	—	—	(454,949)	(454,949)
Capital distribution to parent	—	—	(5,000)	—	(5,000)
Share redemption	—	(1,033,211)	—	—	(1,033,211)
Balance at October 1, 2013	<u>\$ —</u>	<u>\$ 2,708,847</u>	<u>\$ 139,167</u>	<u>\$ 708,378</u>	<u>\$ 3,556,392</u>

The accompanying Notes are an integral part of the Consolidated Financial Statements.

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AVIVA USA AND SUBSIDIARIES

Consolidated Statement of Cash Flows
(Dollars in thousands, unless otherwise stated)

	Nine months ended October 1, 2013
Cash flows from operating activities	
Net income	\$ 642,771
Adjustments to reconcile net income to net cash provided by operating activities:	
Universal life and annuity product charges	(508,751)
Interest credited to policyowner account balances	777,510
Change in option value of indexed products and market value adjustments on total return strategy annuities	550,698
Realized and unrealized (gains) on investments	(1,561,440)
Amortization of deferred policy acquisition costs and value of business acquired	520,759
Other amortization	20,788
Impairment of other assets	14,814
Change in:	
Accrued investment income	36,429
Reinsurance receivables	(104,211)
Fair value of securities held for trading purposes:	
Fixed maturity securities	172,849
Short-term investments	978
Deferred policy acquisition costs and deferred sales inducements	978
Future life and annuity policy benefits	672,715
Accrued expenses and other liabilities	(119,347)
Policy and contract claims and other policyowner funds	(71,826)
Deferred income taxes	254,002
Other	45,794
Net cash provided by operating activities	\$ 1,345,510

(Continued)

The accompanying Notes are an integral part of the Consolidated Financial Statements.

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AVIVA USA AND SUBSIDIARIES

Consolidated Statement of Cash Flows

(Dollars in thousands, unless otherwise stated)

	Nine months ended October 1, 2013
Cash flows from investing activities	
Purchase of fixed maturity securities available for sale	\$ (5,808,729)
Proceeds from sales and maturities of fixed maturity securities available for sale	7,983,514
Purchase of equity securities available for sale	(6,908)
Proceeds from sale of equity securities available for sale	38,775
Change in short-term investments available for sale	(1,980)
Investment in mortgage loans	(700,661)
Proceeds from repayment and sale of mortgage loans	364,354
Purchase of other investments	(516,257)
Proceeds from sale of other investments	1,428,335
Change in policy loans	8,387
Change in other assets	54,013
Net cash provided by investing activities	2,842,843
Cash flows from financing activities	
Deposits to policyowner account balances	2,373,544
Withdrawals from policyowner account balances	(3,718,084)
Net principal payments on revolving credit agreement	(237,000)
Principal payments on other notes payable	(896,000)
Collateral under securities lending and other transactions	276,412
Share redemption	(1,033,211)
Other	(60,474)
Net cash used in financing activities	(3,294,813)
Net increase (decrease) in cash	893,540
Cash at beginning of period	884,531
Cash at end of period	\$ 1,778,071
Supplemental disclosure of cash activities:	
Interest paid	\$ 21,573
Income taxes paid	48,325
Non-Cash transactions:	
Deposits to policyowner account balances through reinsurance agreements	\$ 224
Withdrawals from policyowner account balances through reinsurance agreements	17,880

(Concluded)

The accompanying Notes are an integral part of the Consolidated Financial Statements.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements
(Dollars in thousands, unless otherwise stated)

1. Company and Organization

Nature of Operations

Aviva USA Corporation and its wholly owned subsidiaries (Aviva USA or the Company), is engaged in the underwriting, marketing, and distribution of life insurance, annuities, and related products in the United States through various systems, organizations, and networks. Aviva USA is a wholly owned indirect subsidiary of Aviva plc.

The Company operates and manages its business as a single reportable segment. The Company's primary business activities are selling life and annuity products. Management reviews operating results at a total company level which combines life and annuity products as a whole to make decisions about allocating resources and assessing performance. Insurance premiums, and investment-type contract deposits which are not included as revenues in the accompanying Consolidated Statements of Income, collected by product type are as follows:

Product	Nine months ended October 1, 2013	
Annuities	\$	1,675,134
Life insurance		664,553
Accident and health insurance		633
	\$	<u>2,340,320</u>

Basis of presentation, period, and circumstances

The Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). All significant intercompany balances and transactions have been eliminated in consolidation. The Company accounts for investments over which it has significant influence but not a controlling financial interest using the equity method of accounting.

On December 21, 2012, Aviva plc entered into a definitive agreement to sell 100% of the common shares of Aviva USA to Athene Holding Ltd. (AHL). AHL is a Bermuda exempted company and, through its subsidiaries, provides insurance products focused principally on the retirement market. The transaction was approved by the relevant states' regulators in the U.S. and closed on October 2, 2013.

As a result, in accordance with the Rule 3-05 of the Securities and Exchange Commission Regulation S-X, the historical financial statements of Aviva USA are included in the S-1 registration statement for AHL due to the significance of the acquisition.

Aviva USA was a member of the North American reporting region of Aviva plc, which consisted of Aviva USA and Aviva Canada. All expenses associated with regional activities (personnel, advertising, facilities, etc.) were allocated to Aviva USA in the accompanying Consolidated Financial Statements. The allocation methodologies used were developed to achieve a representative allocation of the relative time and usage split to result in an accurate expense recording to Aviva USA or Aviva Canada and these methodologies were consistently applied each period.

The predecessor entities of Aviva USA were acquired by Aviva plc in November 2006 and certain assets acquired through the acquisition were pushed down and recorded by Aviva USA. The accompanying Consolidated Financial Statements reflect these assets and the impacts of the changes in these balances.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(Dollars in thousands, unless otherwise stated)

2. Significant Accounting Policies

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates and assumptions are used in the calculation of deferred policy acquisition costs (DAC), deferred sales inducements (DSI), policy benefit reserves, valuation of derivatives, valuation of investments and other-than-temporary impairment (OTTI) of investments, valuation of deferred tax assets, value of business acquired (VOBA), allocation of historical costs, and reinsurance. A description of each significant estimate is incorporated within the discussion of the related accounting policies included herein. Actual experience could differ from these estimates and assumptions.

Investments

Investments in fixed maturity securities, equity securities, and short-term investments intended to be held for indefinite periods of time are classified as securities available for sale and are reported at fair value. Unrealized gains and losses on available for sale securities are included in accumulated other comprehensive income, net of income taxes and adjustments to DAC, VOBA, and unearned revenue reserves.

Fixed maturity securities, equity securities, and short-term investments bought and held principally to support the Company's total return strategy fixed annuity products are reported as trading securities and are carried at fair value with changes in fair value reported as other realized/unrealized gains (losses) on investments in the Consolidated Statements of Income.

Premiums and discounts on fixed maturity securities are amortized or accreted over the life of the related security as an adjustment to yield using the effective interest method, and are recorded in net investment income in the Consolidated Statements of Income. Investment income is recognized when earned. Realized gains and losses on investments are recognized on a specific identification basis.

Fair values of fixed maturity securities are reported based on quoted market prices, where available. Market values of fixed maturity securities not actively traded in a liquid market are estimated by comparison to similar securities with quoted prices when possible. Otherwise, the most recent purchases and sales of similar unquoted securities, independent broker quotes, or internally prepared valuations are used to estimate fair value. Internally prepared valuations use a matrix calculation assuming a spread based on interest rates and a risk assessment of the bonds over U.S. Treasury bonds. Fair values of redeemable preferred stocks and equity securities are based on the latest quoted market prices, or for those not readily marketable, generally at values which are representative of the fair values of comparable issues.

Other investments include investments in hedge funds and funds-of-funds, partnerships and LLCs, derivatives, and other investments. Investments in partnerships in which the Company's ownership percentage exceeds three percent, and joint ventures, are generally accounted for under the equity method. Subsequent to an initial investment, the Company increases or decreases the carrying amount of the investment for its share of income or loss of the investee, dividend distributions, and changes in the equity of the investee in the income statement. Investments in partnerships in which the Company's ownership percentage is less than three percent are generally accounted for under the cost method whereby dividends received by the investee are recognized as income. The Company is primarily a limited partner in such investments.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements *(continued)*
(Dollars in thousands, unless otherwise stated)

Derivative Instruments and Hedging Activities

The Company hedges certain portions of its exposure to interest rate risk, credit risk, and equity risk fluctuations by entering into derivative transactions. All derivative instruments are recognized as either assets or liabilities in the Consolidated Balance Sheets at fair value. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and further, on the type of hedging relationship. For derivative instruments that are designated and qualify as hedging instruments, the Company designates the hedging instrument based upon the exposure being hedged. Derivative instruments that are economic hedges, but not designated as hedging instruments, are also utilized.

For derivative instruments that are designated and qualify as a fair value hedge, the gain or loss on the derivative instrument as well as the offsetting loss or gain on the hedged item attributable to the hedged risk is recognized in other realized/unrealized gains (losses) on investments during the period of change in fair value. Premiums, if any, received on such instruments are recorded as net investment income. Economic hedges for which the Company does not seek hedge accounting treatment are recognized in current income with changes in asset values included in other realized/unrealized gains (losses) on investments and changes in liability values included in policyowner benefits. For derivative instruments not designated as hedging instruments (i.e. economic derivatives), the gain or loss is recognized in current income during the period of change in other realized/unrealized gains (losses) on investments. The Company does not hold any speculative derivatives. Derivative assets are included within other investments while derivative liabilities are included within accrued expenses and other liabilities in the Consolidated Balance Sheets. Where the Company enters into enforceable master netting arrangements with counterparties, the master netting arrangements permit the Company to net those derivative asset and liability positions and to offset cash collateral held and posted with the same counterparty.

See *Note 6 – Derivative Instruments and Hedging Activities* for the recognized derivative instruments, including bifurcated embedded derivatives, that are offset in the Consolidated Balance Sheets, and/or are subject to an enforceable master netting arrangement or similar agreement.

The Company issues certain fixed indexed annuities and fixed indexed universal life products with returns linked to the performance of a specific market index. These products contain terms that are deemed to be embedded derivatives. The Company assesses the contract terms to identify embedded derivatives which are required to be bifurcated under the authoritative guidance for Derivatives and Hedging. If the contract is not reported in its entirety at fair value and management determines the terms of the embedded derivative are not clearly and closely related to the economic characteristics of the host contract, and a separate instrument with the same terms would qualify as a derivative instrument, the embedded derivative is bifurcated from the host contract and accounted for separately.

Such embedded derivatives are carried on the Consolidated Balance Sheets at fair value in the same line item as the host contract. Changes in the fair value of embedded derivatives associated with the fixed indexed annuities and fixed indexed universal life contracts are reflected in policyowner benefits on the Consolidated Statements of Income.

Fair Value

Certain assets and liabilities are measured at estimated fair value in the Company's Consolidated Balance Sheets. In addition, the Notes to these Consolidated Financial Statements include further disclosures of estimated fair values. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(Dollars in thousands, unless otherwise stated)

participants on the measurement date. In most cases, the exit price and the transaction (or entry) price will be the same at initial recognition.

After initial recognition, the Company categorizes its assets and liabilities measured at estimated fair value into a three-level hierarchy, based on the lowest level input that is significant to its valuation. The input levels are as follows:

Level 1 – Quoted Market Prices in Active Markets – Inputs to Level 1 fair values are unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 – Valued with Significant Observable Market Parameters – Inputs to Level 2 fair values are inputs other than quoted prices included within Level 1 that are observable for the asset, either directly or indirectly. If the asset has a specified contractual term, a Level 2 input must be observable for substantially the full term of the asset. Level 2 inputs may include the following:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in markets that are not active, the prices are not current, price quotations vary substantially either over time or among market makers, or in which little information is released publicly.
- Inputs other than quoted prices that are observable for the asset or liability (for example, interest rates and yield curves observable at commonly quoted intervals, volatilities, prepayment speeds, loss severities, credit risks, and default rates).
- Inputs that are derived principally from, or corroborated by, observable market data by correlation or other market-corroborated inputs.

Examples include securities measured using discounted cash flow models based on market observable swap yields, investment property measured using market observable information, and listed debt or equity securities in an inactive market.

Level 3 – Valued Using Models with Significant Unobservable Market Parameters – Inputs to Level 3 fair values are unobservable inputs for the asset. Unobservable inputs may be used to measure fair value to the extent observable inputs are not available, allowing for situations in which there is little, if any, market activity or market information for the inputs to any valuation model for the asset or liability at the measurement date. As such, unobservable inputs reflect management's assumptions about the inputs market participants would use in pricing the asset. Examples include certain private equity investments and private placements.

Fair Value Option

The Company has the option to elect fair value for certain financial instruments, including funding agreement liabilities and certain hybrid financial instruments. The fair value option may be elected for any instrument that meets the definition of a financial asset or financial liability. The decision about whether to elect the fair value option is:

- (1) Applied on an instrument-by-instrument basis;
- (2) Irrevocable unless a new election date occurs; and

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(Dollars in thousands, unless otherwise stated)

- (3) Applied to the entire instrument and not to only specified risks, specific cash flows, or portions of that instrument.

Funding agreement liabilities represent contracts issued to the Federal Home Loan Bank (FHLB) for which the proceeds are invested in bonds at a higher interest rate than the borrowed funds to earn a spread on the investment. The Company elected the fair value option for funding agreement liabilities entered into prior to 2008 to match the accounting for the financial asset and the liability. The fair value of funding agreement liabilities are included in policyowner funds in the Consolidated Balance Sheet and were \$660,565 at October 1, 2013. Changes in the fair value of the liabilities are recorded within policyowner benefits on the Company's Consolidated Statement of Income and totaled a gain of \$25,850 for the nine months and one day ended (nine months ended) October 1, 2013. The fair value of the funding agreement liabilities is calculated based on the discounted cash flow method using the observable spreads received from the FHLB.

The Company elected the fair value option with respect to its income-only commercial mortgage-backed securities (I/O CMBS). The fair value of I/O CMBS is recorded in fixed maturity securities held for trading and was \$10,158 at October 1, 2013. Unrealized gains recorded in other realized/unrealized gains (losses) on investments in the Company's Consolidated Statement of Income for I/O CMBS were \$2,204 during the nine months ended October 1, 2013.

Subsequent changes to the carrying amounts include impairment, fair value adjustments, as well as amortization. The Company reports changes in fair value on items for which the fair value option has been elected in earnings.

Mortgage Loans

Commercial mortgage loans are carried at unpaid principal balances adjusted for amortization of premiums and accretion of discounts, and inclusive of accrued interest. Interest income is accrued on the principal balance of the loan based on the loan's contractual interest rate. Premiums and discounts are amortized using the effective yield method over the life of the loan. Interest income and amortization of premiums and discounts are reported in net investment income on the Consolidated Statements of Income along with mortgage loan fees, which are recorded as incurred. Loans are reviewed quarterly and asset administrators determine whether any loans are impaired by evaluating the following:

- The probability of default/foreclosure;
- The borrower's plan to correct the condition and willingness to continue to fund the property;
- Analysis of recovery of contractual principal and interest;
- Probable value vs. debt; and
- Credit enhancements (e.g. guaranty, letter of credit, etc).

The Company evaluates impairment of loans on a quarterly basis and considers characteristics and risk factors attributable to the aggregate portfolio. If the Company determines the value of any mortgage loan is impaired (i.e., when it is probable the Company will be unable to collect all amounts due according to the contractual terms of the loan agreement, or a loan modification occurs which has been classified as a troubled debt restructuring), the carrying value of the mortgage loan is reduced to its fair value, which may be based upon the present value of expected future cash flows from the loan, or the fair value of the underlying collateral.

The Company ceases accruing interest on mortgage loans when impaired and does not resume interest accrual after impairment. Payments and interest income are recorded when received.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements *(continued)*
(Dollars in thousands, unless otherwise stated)

Policy Loans

Policy loans represent loans the Company issues to contract holders and which use the cash surrender value of the life insurance policy as collateral. Policy loans are carried at unpaid principal balances.

Agent and Broker Loans

The Company provides loans to its agents and brokers. These loans are not collateralized, and, as such, the Company records an allowance related to expected uncollectible loans.

Closed Blocks

The Company has established two Closed Blocks of policies in connection with the reorganization of two of its subsidiaries from mutual companies to stock companies. Insurance policies which had a dividend scale in effect as of each Closed Block establishment date were included in the Closed Blocks. The Closed Blocks were designed to give reasonable assurance to the owners of insurance policies included therein that, after the reorganizations, assets would be available to maintain the dividend scales and interest credits in effect prior to the reorganization, if the experience underlying such scales and crediting continued. The assets, including related revenue, allocated to the Closed Blocks will accrue solely to the benefit of the policyowners included until the Closed Blocks no longer exists.

The Company will continue to pay guaranteed benefits under all policies, including policies included in the Closed Blocks, in accordance with their terms. In the event the Closed Blocks' assets are insufficient to meet the Closed Blocks' guaranteed benefits, general assets would be used to meet the contractual benefits of the Closed Blocks' policyowners.

A policyowner dividend obligation is required to be established for earnings in the Closed Blocks that are not available to the shareholder. A model was established to produce the pattern of expected earnings in the Closed Blocks. If actual cumulative earnings are greater than the expected cumulative earnings, only the expected cumulative earnings will be recognized in income, with the excess recorded as a policyowner dividend obligation. This policyowner dividend obligation represents undistributed accumulated earnings that will be paid to Closed Blocks' policyowners as additional policyowner dividends, unless offset by less favorable future performance. If actual cumulative performance is less favorable than expected, only actual earnings will be recognized in income.

Deferred Policy Acquisition Costs and Deferred Sales Inducements

The Company incurs significant costs in connection with acquiring new insurance contracts. Costs related directly to successful acquisition of new or renewal contracts are capitalized as DAC. Such costs include commissions, underwriting, policy issuance and processing, or various sales force contract selling related costs. All other acquisition related costs are expensed as incurred.

The method of amortizing DAC for traditional life insurance products varies, depending upon whether the contract is participating or nonparticipating. Participating contracts are those expected to pay dividends to policyowners in proportion to their relative contribution to the Company's statutory surplus. DAC for participating traditional life insurance is amortized over the life of the policies in proportion to the present value of estimated gross margins. Nonparticipating traditional life insurance DAC is amortized over the premium-paying period of the related policies in proportion to the ratio of annual premium revenues to total anticipated

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(*Dollars in thousands, unless otherwise stated*)

premium revenues, using assumptions consistent with those used in computing policy benefit reserves. For universal life, indexed life, and annuity products, DAC is amortized in proportion to the present value of estimated gross margins from surrender charges and investment, mortality, and expense margins. The cumulative amortization of DAC is adjusted to reflect actual experience and revisions in estimated future gross margins on participating traditional life, universal life, indexed life, and annuity products. These adjustments are reflected in income in the period estimates are revised. The DAC asset is also adjusted for the impact on estimated gross margins of net realized and unrealized gains and losses on securities supporting such products. The impact of unrealized gains and losses is reflected in other comprehensive income.

The Company offers programs under which policyowners, for a selected product or group of products, can exchange an existing policy or contract issued by the Company for a similar form of policy or contract. If such internal replacements occur, and the rights and obligations of the parties to the contract are substantially unchanged from those under the replaced contract, the replacement contract is accounted for as a continuation of the replaced contract with no related impact on DAC. If an internal replacement occurs, and results in a replacement contract substantially changed from the replaced contract, the replaced contract is accounted for as if the contract or policy was extinguished, and the related DAC is written off as an expense.

DAC is reviewed by line of business annually, or when an event occurs that may warrant loss recognition, to determine if it is recoverable from future income and, if not, is charged to expense. Future investment income attributable to related premiums is considered when measuring the recoverability of the carrying value.

The Company also offers sales inducements on certain annuity products, which are recognized as policyowner liabilities as the inducements are accrued and credited to the policyowner's account. A sales inducement is capitalized as an asset if it is explicitly identified in the contract at inception, incremental to amounts credited on similar contracts without sales inducements, and higher than the contract's expected ongoing crediting rates for periods after the inducement period. The amortization of DSI is expensed to policyowner benefits on the Consolidated Statements of Income in proportion to the present value of estimated gross margins, consistent with the DAC asset. The DSI asset is also adjusted for the impact on estimated gross margins of net realized and unrealized gains and losses on securities supporting such products. The impact of unrealized gains and losses is reflected in other comprehensive income. DSI is subject to loss recognition testing on an annual basis, or when an event occurs that may warrant loss recognition.

Value of Business Acquired

The portion of the purchase price of insurance companies allocated to the right to receive future cash flows from insurance contracts existing at the date of the acquisition is referred to as VOBA. This cost of policies purchased represents the actuarially determined present value of the projected future gross margins from the acquired policies.

The expected future gross margins and expected premiums used in determining such value are based on actuarial projections of future premium receipts, mortality, surrenders, operating expenses, changes in insurance liabilities, investment yields on the assets retained to support the policy liabilities, and other factors. These projections take into account all factors known or expected at the valuation date, based on management's judgment. The actual experience on purchased business may vary from projections due to differences in renewal premium, investment spread, investment gains or losses, mortality and morbidity costs, and other factors.

VOBA is amortized based on the expected gross margins and the interest rate credited to the underlying policies. If gross margins differ from expectations, the amortization is adjusted. The VOBA asset is adjusted for the

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impact on estimated gross margins of net realized and unrealized gains and losses on securities supporting the underlying business. At least annually, the recoverability of the VOBA is evaluated, and if the evaluation indicates the existing insurance liabilities, together with the present value of future gross margins from the blocks of business acquired, is insufficient to recover the VOBA, the difference is charged to expense as an impairment of the VOBA.

Actuarial Assumption Changes

Annually, or as circumstances warrant, the Company conducts comprehensive reviews of the assumptions used for its estimates of future gross profits and future gross margins underlying the amortization of the DAC, DSI, and VOBA, as well as the valuation of the embedded derivatives and reserves for life insurance and annuity products with guaranteed minimum benefits. Based on these reviews, the cumulative balances of DAC, DSI, and VOBA are adjusted to the extent future gross margins are changed.

During 2013, for the annuity business, the Company made changes to its assumptions which resulted in a net unfavorable impact of \$2,879 on DAC, DSI, and VOBA amortization. For the life business, the Company made changes to its assumptions which resulted in a net unfavorable impact of \$7,654 on DAC, DSI, and VOBA amortization. There was no unlocking in 2013.

Policyowner Dividends

Participating policies entitle the policyowners to receive dividends based on actual interest, mortality, morbidity, and expense experience for the related policies. These dividends are distributed to the policyowners through an annual dividend using current dividend scales, which are approved by the Board of Directors. As of October 1, 2013, approximately 49% of traditional life policies were paying dividends. Traditional life policies represented approximately 50% of the Company's individual life policies in force at October 1, 2013.

Separate Accounts

Separate account assets and liabilities represent funds separately administered, principally for variable annuity contracts, and for which the contractholder, rather than the Company, bears the investment risk. Separate account contractholders typically have no claim against the assets of the general account of the Company, except with respect to certain insurance benefits. Separate account assets are reported at fair value. The related separate account liabilities are reported at the value of the separate account assets attributable to third parties.

Cash and Cash Equivalents

The Company includes cash, amounts due from other financial institutions, and interest-bearing deposits in other financial institutions, purchased with original maturities of three months or less, in cash and cash equivalents.

Property and Equipment

Property and equipment includes property, equipment, leasehold improvements, and computer software. Property, equipment, and leasehold improvements are stated at cost, less accumulated depreciation and amortization. Depreciation is determined using the straight-line method over the estimated useful lives of the assets, as appropriate. The estimated life for Company-occupied real estate property is 39 years. Estimated lives for leasehold improvements and other property and equipment ranges from three to five years.

Computer software is stated at cost, less accumulated amortization. Purchased software costs, as well as certain internal and external costs incurred to develop internal-use computer software during the application development stage, are capitalized. Such costs are amortized over a seven year period using the straight-line method.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements *(continued)*
(Dollars in thousands, unless otherwise stated)

Future Life and Annuity Policy Benefits

The Company establishes liabilities for amounts payable under insurance policies, including traditional life insurance, immediate annuities, and term life insurance policies. Amounts are usually payable over an extended period of time, and related liabilities are calculated as the present value of future expected benefits to be paid, reduced by the present value of future expected premiums. Principal assumptions used in the establishment of liabilities for future policy benefits are mortality, policy lapse, renewal, investment returns, inflation, expenses, and other contingent events as appropriate for the respective product. These assumptions, including provisions for adverse deviations, are established at the time the policy is issued, and are intended to estimate the experience for the period the policy benefits are payable. Using these assumptions, liabilities are established on a block-of-business basis. For traditional long duration insurance contracts, assumptions such as mortality, morbidity, and interest rates are locked in upon the issuance of new business. However, significant adverse changes in experience on such contracts may require the Company to establish premium deficiency reserves. Premium deficiency reserves occur when the gross premiums are lower than the required U.S. GAAP premium to fund the future policyowner benefits. Such reserves are determined based on assumptions at the time the premium deficiency reserve is established, and do not include a provision for adverse deviation.

Future policy benefit liabilities for participating traditional life insurance policies are equal to the aggregate of (1) net level premium reserves for death and endowment policy benefits, calculated based upon the nonforfeiture interest rate, and (2) the liability for terminal dividends.

Future policy benefit liabilities for nonparticipating traditional life insurance policies are equal to the aggregate of the present value of expected future benefit payments and related expenses, less the present value of expected future net premiums. Assumptions as to mortality and persistency are based upon the Company's experience when the basis of the liability is established.

Future policy benefit liabilities for individual fixed annuities and fixed indexed annuities (after annuitization), as well as immediate annuities, are equal to the present value of expected future payments.

Future policy benefit reserves for fixed indexed annuities earning a fixed rate of interest and other deferred annuity products are computed under a retrospective deposit method and represent policy account balances before applicable surrender charges. The interest crediting rates include interest bonuses capitalized as DSI.

The future policy benefits for investment-type contracts principally include individual fixed annuities in the accumulation phase, fixed indexed annuity contracts, universal life, and fixed indexed universal life products which have policy benefit reserves equal to (1) policy account values, which consist of an accumulation of gross premium payments and investment performance; (2) credited interest less expenses, mortality charges, and withdrawals; and (3) fair value adjustments relating to changes in the equity index levels.

The Company establishes additional liabilities for its persistency bonus/enhanced credited rate, income rider, and no lapse guarantees (associated with universal life type products) by estimating the expected value of withdrawal and death benefits in excess of the projected account balance, and recognizing the excess proportionally over the accumulation period based on total expected assessments. The methods used to estimate the liabilities use assumptions about policyholder behavior, mortality, and market conditions affecting the growth of the account balance.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(*Dollars in thousands, unless otherwise stated*)

Policyowner Funds

Liabilities related to Guaranteed Interest Contracts (GICs) and funding agreements include (1) policy account values, which consist of an accumulation of gross premium payments and investment performance; (2) credited interest less expenses and withdrawals.

Policy and Contract Claims

Policy and contract claims include amounts payable relating to in course of settlement (ICOS) and incurred but not reported (IBNR) claim liabilities. ICOS claim liabilities are established for policies when the Company is notified of the death of the policyholder but the claim has not been paid as of the reporting date. IBNR claim liabilities are determined using studies of past experience and are estimated on an undiscounted basis, using actuarial estimates of historical claims expense, adjusted for current trends and conditions. These estimates are continually reviewed and the ultimate liability may vary significantly from the amount recognized, which are reflected in net income in the period in which they are determined. Changes in policy and contract claims are recorded in policyowner benefits in the Consolidated Statements of Income.

Reinsurance

Accounting for reinsurance requires extensive use of assumptions and estimates, particularly related to the future performance of the underlying business and the potential impact of counterparty credit risks. The Company periodically reviews actual and anticipated experience compared to the assumptions used to establish assets and liabilities relating to ceded and assumed reinsurance, and evaluates the financial strength of counterparties to its reinsurance agreements using criteria similar to that evaluated in the security impairment process discussed previously. Additionally, for each of its reinsurance agreements, the Company determines whether the agreement provides indemnification against loss or liability relating to insurance risk.

The Company reviews all reinsurance contractual features, particularly those that may limit the amount of insurance risk to which the reinsurer is subject or features that delay the timely reimbursement of claims. For reinsurance of existing in-force blocks of long-duration contracts that transfer significant insurance risk, the difference, if any, between the amounts paid or received, and the liabilities ceded or assumed, related to the underlying contracts is considered the net cost of reinsurance at the inception of the reinsurance agreement. The net cost of reinsurance is recorded as an adjustment to DAC and recognized as a component of underwriting, acquisition, and other expenses on a basis consistent with the way the acquisition costs on the underlying reinsured contracts would be recognized. Subsequent amounts paid or received on the reinsurance of in-force blocks, as well as amounts paid or received related to new business, are recorded as ceded or assumed premiums and ceded or assumed future policy benefit liabilities.

The assumptions used to account for both long and short-duration reinsurance agreements are consistent with those used for the underlying contracts. Ceded policyowner and contract related liabilities, other than those currently due, are reported gross on the Consolidated Balance Sheets.

Amounts currently recoverable under reinsurance agreements are included in reinsurance receivables and amounts currently payable are included in accrued expenses and other liabilities on the Consolidated Balance Sheets. Such assets and liabilities relating to reinsurance agreements with the same reinsurer may be recorded net on the balance sheet, if a right of offset exists within the reinsurance agreement. In the event reinsurers do not meet their obligations to the Company under the terms of the reinsurance agreements, reinsurance balances recoverable could become uncollectible. In such instances, reinsurance recoverable balances are stated net of allowances for uncollectible reinsurance.

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Premiums, fees, and policyowner benefits and claims include amounts assumed under reinsurance agreements and are net of reinsurance ceded. Deposits received are included in accrued expenses and other liabilities and deposits made are included in reinsurance receivables. As amounts are paid or received, consistent with the underlying contracts, the deposit assets or liabilities are adjusted. Interest on such deposits is recorded as net investment income or interest expense, as appropriate. Periodically, the Company evaluates the adequacy of the expected payments or recoveries and adjusts the deposit asset or liability through policyowner benefits or other income, as appropriate.

Cessions under reinsurance agreements do not discharge the Company's obligations as the primary insurer.

Recognition of Revenues

Premiums for traditional life insurance products, including those products with fixed and guaranteed premiums and benefits, which consists principally of whole life insurance policies and certain annuities with life contingencies, are recognized as revenue when due from policyowners.

Amounts received as payments for universal life-type and annuity-type contracts are not recorded as premium revenue. Revenues for such contracts consist of policy charges for the cost of insurance, policy administration charges, and surrender charges assessed against policyowner account balances during the period, and are earned when assessed against policyowner account balances during the period. All insurance related revenue is reported net of reinsurance ceded.

Share-Based Compensation

The Company has share-based compensation plans (collectively, the Plans), which are included in accrued expenses and other liabilities and initially measured at fair value at the dates of grants. The fair value of the awards is remeasured at each reporting period end until settlement. Changes in the fair value of the awards are recognized as compensation cost and are included in underwriting, acquisition, and other expenses. All awards under the Plans are cash settled.

Income Taxes

Deferred income taxes have been established based upon the temporary differences between the financial statement and income tax bases of assets and liabilities. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period in which a change is enacted. The Company recognizes the effect of uncertain income tax positions only if those positions are more likely than not of being sustained. Recognized uncertain income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are recorded in the period in which the change in judgment occurs. The Company records interest expense and any associated penalties related to uncertain tax positions as income tax expense.

New Accounting Pronouncements

In July 2013, the Financial Accounting Standards Board (FASB) issued new guidance regarding derivatives. The guidance permits the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) to be used as a U.S.

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Notes to Consolidated Financial Statements (*continued*)
(*Dollars in thousands, unless otherwise stated*)

benchmark interest rate for hedge accounting in addition to the United States Treasury rate and London Inter-Bank Offered Rate (LIBOR). The guidance also removes the restriction on using different benchmark rates for similar hedges. The guidance is effective for qualifying new or redesignated hedging relationships entered into on or after July 17, 2013, and was applied prospectively. Adoption of the guidance did not have a significant effect on the Company's Consolidated Balance Sheets, Statements of Income, or financial statement disclosures.

In February 2013 and June 2011, the FASB issued updated guidance regarding the presentation of comprehensive income. Under the February 2013 amendment, an entity is required to separately present information about significant items reclassified out of accumulated other comprehensive income by component as well as changes in accumulated other comprehensive income balances by component in either the financial statements or the notes to the financial statements. The guidance does not change the items that are reported in other comprehensive income, does not change when an item of other comprehensive income must be reclassified to net income, and does not amend any existing requirements for reporting net income or other comprehensive income. The guidance became effective for interim or annual reporting periods that began after December 15, 2012, and was applied prospectively. Adoption of the guidance did not have a significant effect on the Company's Consolidated Balance Sheets, Statements of Income, or financial statement disclosures.

The June 2011 amendment requires entities to present the total of comprehensive income, the components of net income, and the components of other comprehensive income in either a continuous statement of comprehensive income or in two separate but consecutive statements. The amendment does not change the items that must be reported in other comprehensive income. This amendment is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013, and early adoption is permitted. The Company opted to present the total of comprehensive income, the components of net income, and the components of other comprehensive income in two separate but consecutive statements. The consolidated financial statements reflect the adoption of this updated guidance.

In January 2013 and December 2011, the FASB issued updated guidance regarding the disclosure of recognized derivative instruments (including bifurcated embedded derivatives), repurchase agreements and securities borrowing/lending transactions that are offset in the statement of financial position or are subject to an enforceable master netting arrangement or similar agreement (irrespective of whether they are offset in the statement of financial position). This new guidance requires an entity to disclose information on both a gross and net basis about instruments and transactions within the scope of this guidance. This new guidance became effective for interim or annual reporting periods that began on or after January 1, 2013, and was applied retrospectively for all comparative periods presented. The disclosures required by this guidance are included in *Note 6 – Derivative Instruments and Hedging Activities*.

In July 2012, the FASB amended the guidance for testing impairment of indefinite-lived intangible assets. An entity has the option to first assess qualitative factors to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired as a basis for determining whether it is necessary to perform the quantitative impairment test. If an entity determines it is not more likely than not that impairment exists, quantitative impairment testing is not required. However, if an entity concludes otherwise, the impairment test outlined in current guidance is required to be completed. This amended guidance does not change the current requirement that indefinite-lived intangible assets be reviewed for impairment at least annually. This amended guidance was effective January 1, 2013. This amended guidance did not have an impact on the Company's results of operations or financial position.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (continued)
(Dollars in thousands, unless otherwise stated)

3. Investments

Available for Sale Investments

The Company's investments classified as securities available for sale, with corresponding OTTI impacts for the period then ended, are summarized as follows:

	October 1, 2013				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI Losses recognized in income during the period
Fixed maturity securities					
Corporate bonds	\$ 33,245,245	\$ 2,475,277	\$ (493,371)	\$ 35,227,151	\$ (38,486)
U.S. government bonds	146,749	1,910	(2,744)	145,915	—
State and political subdivisions	1,751,308	149,824	(30,821)	1,870,311	—
Foreign government bonds	754,875	41,153	(18,118)	777,910	—
Asset-backed bonds	95,820	1,003	(164)	96,659	—
Commercial mortgage-backed securities	3,551,219	161,690	(65,421)	3,647,488	(53,548)
Collateralized mortgage-backed securities	665,542	38,886	(1,906)	702,522	—
Other debt securities	98,245	11,081	(7,403)	101,923	—
Total fixed maturities available for sale	<u>40,309,003</u>	<u>2,880,824</u>	<u>(619,948)</u>	<u>42,569,879</u>	<u>(92,034)</u>
Equity securities	65,304	—	—	65,304	—
Short-term investments	17,392	1	(1)	17,392	—
Total available for sale securities	<u>\$ 40,391,699</u>	<u>\$ 2,880,825</u>	<u>\$ (619,949)</u>	<u>\$ 42,652,575</u>	<u>\$ (92,034)</u>

The amortized cost and estimated fair value of investments in available for sale fixed maturity securities at October 1, 2013, are summarized by stated maturity as follows:

	Amortized Cost	Fair Value
Due before 2015	\$ 1,051,530	\$ 1,079,815
Due 2015-2019	9,257,832	10,165,577
Due 2020-2024	11,497,273	11,640,726
Due after 2024	14,189,787	15,237,092
Mortgage-backed securities	4,312,581	4,446,669
Total	<u>\$ 40,309,003</u>	<u>\$ 42,569,879</u>

The above data is based on the stated maturities of the securities. Actual maturities may differ for some securities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

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(Dollars in thousands, unless otherwise stated)

At October 1, 2013, investments in fixed maturity securities with a carrying amount of \$13,227, were on deposit with state insurance departments to satisfy regulatory requirements.

Proceeds from the sale of available for sale investment securities and respective gross realized gains and losses are as follows:

	Nine months ended October 1, 2013
Available for sale fixed maturity securities:	
Gross realized gains	\$ 459,614
Gross realized losses	(44,422)
Net realized gains	415,192
Equity securities:	
Gross realized gains	91
Gross realized losses	(980)
Net realized (losses) gains	(889)
Other investments:	
Gross realized gains	24,824
Gross realized losses	(9,317)
Net realized gains	15,507
Total net realized gains on investment securities	<u>\$ 429,810</u>

Proceeds from sales of available for sale fixed maturity securities were \$5,110,419 for the nine months ended October 1, 2013. Proceeds from sales of available for sale equity securities were \$38,775 for the nine months ended October 1, 2013. Proceeds from sales of available for sale other investments were \$1,428,335 for the nine months ended October 1, 2013.

Trading Investments

The following provides detail of the portion of trading gains (losses) that relates to trading securities held at the end of the period:

	Nine months ended October 1, 2013
Gross gain (loss) recognized during the period on trading securities	\$ 4,440
Less: Net gain (loss) recognized during the period on trading securities sold	14,168
Net unrealized gain (loss) recognized during the period on trading securities held	<u>\$ (9,728)</u>

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Investment Impairments

Gross unrealized losses on investment securities for which OTTI have not been recognized and the fair values of those securities, aggregated by investment category and length of time individual securities have been in a continuous unrealized loss position at October 1, 2013, were as follows:

	Less than 6 months			7-12 months			More than 12 months			Total		
	Number of securities	Fair value	Gross unrealized loss	Number of securities	Fair value	Gross unrealized loss	Number of securities	Fair value	Gross unrealized loss	Number of securities	Fair value	Gross unrealized loss
Total temporarily impaired securities												
Fixed maturity securities												
Corporate bonds	2,759	\$ 9,166,773	\$ (435,601)	234	\$ 498,881	\$ (56,621)	6	\$ 10,803	\$ (1,149)	2,999	\$ 9,676,457	\$ (493,371)
U.S. government bonds	46	79,683	(2,744)	—	—	—	—	—	—	46	79,683	(2,744)
State and political subdivisions	85	416,953	(30,821)	—	—	—	—	—	—	85	416,953	(30,821)
Foreign government bonds	119	334,398	(17,989)	4	709	(129)	—	—	—	123	335,107	(18,118)
Asset-backed bonds	57	46,841	(160)	1	1,608	(4)	—	—	—	58	48,449	(164)
Commercial mortgage-backed securities	246	1,337,832	(40,691)	40	190,372	(19,774)	4	12,116	(4,956)	290	1,540,320	(65,421)
Collateralized mortgage-backed securities	236	93,891	(1,587)	89	3,949	(219)	51	1,944	(100)	376	99,784	(1,906)
Other debt securities	—	—	—	1	7,554	(4,446)	2	4,143	(2,957)	3	11,697	(7,403)
Total fixed maturities available for sale	3,548	11,476,371	(529,593)	369	703,073	(81,193)	63	29,006	(9,162)	3,980	12,208,450	(619,948)
Equity securities	—	—	—	—	—	—	—	—	—	—	—	—
Short-term investments	7	2,391	(1)	—	—	—	—	—	—	7	2,391	(1)
Total	3,555	\$ 11,478,762	\$ (529,594)	369	\$ 703,073	\$ (81,193)	63	\$ 29,006	\$ (9,162)	3,987	\$ 12,210,841	\$ (619,949)

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In concluding the above fixed maturity securities were not other-than-temporarily impaired, management evaluated fixed maturity securities using a three step process to: (1) screen and identify; (2) assess and document; and (3) recommend and approve. In identifying a potential OTTI, all securities that have a fair value less than amortized cost are considered.

Securities in an unrealized loss position and equity method investments are subject to an assessment to determine if impairment is other-than-temporary. Management makes certain assumptions or judgments in its assessment of potentially impaired securities based on information including, but not limited to, the following:

- Company descriptions, industry characteristics and trends, company-to-industry profile, quality of management, etc.
- Ability and intent to hold the security for loan-backed and structured securities
- Severity and duration of the impairment
- Industry factors
- Financial factors such as earnings trends, asset quality, liquidity, subsequent events, enterprise valuation, fair value, and volatility
- For loan-backed and structured securities, outputs of cash flow modeling processes to determine the likelihood of loss of principal, including consideration of significant assumptions, such as default and severity rates, and prepayment estimates.

If management determines the security is other-than-temporarily impaired, it is written down to fair value. The write-down is reviewed and approved by senior management. The difference between amortized cost and fair value is charged to other-than-temporary impairments on fixed maturity securities on the Consolidated Statements of Income. For asset-backed securities, an impairment loss is established if the fair value of the security is less than amortized cost and there is an adverse change in estimated cash flows from the cash flows previously projected. For fixed maturity securities in an unrealized loss position, OTTI is recognized in earnings when it is anticipated the amortized cost will not be recovered. In such situations, the OTTI recognized in earnings is the entire difference between the fixed maturity security's amortized cost and its estimated fair value only when either (1) the Company has the intent to sell the fixed maturity security; or (2) it is more likely than not the Company will be required to sell the fixed maturity security before recovery. If neither of these two conditions exist, the difference between the amortized cost of the fixed maturity security and the present value of projected future cash flows expected to be collected is recognized as an OTTI in earnings (credit loss). If the estimated fair value is less than the present value of projected future cash flows expected to be collected, this portion of OTTI related to other-than credit factors (noncredit loss) is recorded in other comprehensive income (loss). Adjustments are not made for subsequent recoveries in value.

The Company believes the unrealized losses on fixed maturity securities were generally caused by significantly distressed bond prices due to a prolonged and severe recession of the commercial real estate market, the generic credit market spread widening, and the volatility of financial markets. Based on the diversification of issuers and the weighted average credit quality of the investments, the Company does not anticipate any material defaults in the underlying credits. Financial market improvement and changes in interest rates have led to price improvement on the fixed maturity securities. Since the Company does not intend to sell the securities and believes that it is not likely it will be required to sell the securities before recovery of their amortized cost basis, the securities are not considered to be other-than-temporarily impaired.

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(Dollars in thousands, unless otherwise stated)

The following is a rollforward of the amounts recognized in earnings for available for sale debt securities that have been other-than-temporarily impaired because of credit losses which also have OTTI due to noncredit factors:

	Nine months ended October 1, 2013
Cumulative credit loss at the beginning of year	\$ 152,855
Increases attributable to:	
Credit losses on securities for which OTTI has not previously been recognized	65,791
Additional credit losses on securities for which OTTI has previously been recognized	26,243
Decreases attributable to:	
Securities sold	(7,220)
Cumulative credit loss at end of year	<u>\$ 237,669</u>

Investment Income

Major categories of investment income, net of related expenses consists of the following:

	Nine months ended October 1, 2013
Available for sale	
Fixed maturity securities	\$ 1,667,375
Equity securities	2,094
Short-term investments	29
Trading	
Fixed maturity securities	31,237
Short-term investments	97
Mortgage loans	218,375
Real estate	3,209
Policy loans	24,145
Other investments	21,796
Cash and cash equivalents	429
Gross investment income	<u>1,968,786</u>
Investment expenses	<u>(50,400)</u>
Net investment income	<u>\$ 1,918,386</u>

Concentration of Credit Risk – Fixed Maturity Securities

There were no exposures to individual counterparties exceeding 10% of shareholder's equity at October 1, 2013.

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4. Fair Value and Equity Method Investments

Private equity and hedge funds

The Company holds alternative investments, which include private equity funds and hedge funds, carried as equity method investments or at fair value. The Company's equity method investments are summarized as follows:

	October 1, 2013			
	Carrying Value	Unrealized Gains	Unrealized Losses	Fair Value
Private Equity	\$ 44,749	\$ 7,046	\$ (3,688)	\$ 48,107
Hedge Fund	258,941	17,282	(85)	276,138
Total	\$ 303,690	\$ 24,328	\$ (3,773)	\$ 324,245

The Company's fair value method investments are summarized as follows:

	October 1, 2013
Private Equity	\$ 23,882
Hedge Fund	278,154
Total	\$ 302,036

At October 1, 2013, private equity fund investments are not redeemable during the lives of the funds and have expected remaining lives that extend up to ten years. At that date, 23% of the total above had expected remaining lives of less than three years, 59% between three and seven years, and 18% between seven and ten years. Expected lives are based upon legal maturity, which can be extended at the fund manager's discretion, typically in one-year increments.

At October 1, 2013, the hedge fund investments may be redeemed monthly, quarterly, semiannually, or annually, depending on the terms of the specific fund. Redemption requires notice of 95 days or less, and some funds are subject to investor level gates and/or lock-up periods. Based upon these factors, as of October 1, 2013, 29% could be liquidated within three months, 59% could be liquidated within six months, 65% could be liquidated within nine months, and 87% could be liquidated within one year.

Variable Interest Entities

Some of the private equity funds and hedge funds the Company invests in are variable interest entities (VIEs). An entity is considered a VIE if (1) it does not have sufficient equity to fund its operations without additional subordinated financial support, (2) a party outside of the equity group at risk has the power to make decisions related to the activity that most significantly impacts the entity's economic performance, or (3) if substantially all of the activities of the entity are performed by or on behalf of an investor with disproportionately few voting rights.

The Company has determined the cost or equity methods of accounting are appropriate for these entities, it is not required to consolidate these entities, and it is not the primary beneficiary of these entities, during the periods presented because (1) it does not absorb the majority of the economics of the entities, (2) it does not have the

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ability to direct the activities of the entities, and (3) it does not have the obligation to absorb losses or the right to receive benefits from the entities that could be potentially significant. The maximum exposure to loss associated with the entities is equal to the carrying amounts of the investment in the entity plus unfunded commitments. Unfunded commitments were \$45,298 at October 1, 2013. The determination of whether the entities are VIEs applies to 61 entities in 2013. The carrying value of these investments, recognized as part of other investments, was \$626,280 at October 1, 2013.

5. Loans

Commercial Real Estate Mortgage Loans

The Company's mortgage loan portfolio consists solely of commercial mortgage loans collateralized by the related properties and is diversified as to property type, location, and loan size.

The mortgage loan portfolio is summarized by property type as follows:

Property Type	October 1, 2013	
	Carrying Value	Percentage
Apartment	\$ 770,501	15%
Hotel/Motel	134,386	2%
Industrial	1,250,213	24%
Mixed Use	199,352	4%
Office Building	1,287,258	25%
One-Four Family	24	—%
Retail	1,463,414	28%
Other	104,080	2%
Total	\$ 5,209,228	100%

The mortgage loan portfolio is summarized by geographic region as follows:

Region	October 1, 2013	
	Carrying Value	Percentage
East North Central	\$ 624,004	12%
East South Central	87,244	2%
Middle Atlantic	424,602	8%
Mountain	586,069	11%
New England	166,486	3%
Pacific	823,098	16%
South Atlantic	1,295,541	25%
West North Central	414,875	8%
West South Central	787,309	15%
Total	\$ 5,209,228	100%

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Notes to Consolidated Financial Statements *(continued)*
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Interest income on impaired loans is recognized on a cash basis. There was \$291 of interest income recognized on impaired loans for the nine months ended October 1, 2013.

The Company did not hold mortgages with interest more than 180 days overdue at October 1, 2013. The average recorded investment in impaired loans during 2013 was \$14,802.

Loans that have been restructured, are in foreclosure or are significantly delinquent are valued at the lower of fair value or the current carrying value. The Company held loans classified as delinquent with carrying values of \$1,651 at October 1, 2013.

Real estate acquired in satisfaction of debt is accounted for at the lower of the property's fair value less expected selling costs or the loan balance. The Company holds foreclosed properties of \$15,913 at October 1, 2013, and is actively marketing these properties for sale. There were no impairments recorded during 2013. These properties are included within other assets.

The Company primarily evaluates the credit quality of its commercial mortgage loan portfolio based on an internal rating matrix, which also incorporates consideration of debt service coverage in determining the risk profile of a loan.

The following presents loan-to-value information the Company used in determining the credit quality of its commercial mortgage loan portfolio:

	October 1, 2013	
	Carrying Value	Percentage
Less than 70%	\$ 4,133,440	79%
70% - 80%	875,814	17%
80% - 90%	103,760	2%
90% - 100%	82,718	2%
Greater than 100%	13,496	—%
Total Mortgage Loans	<u>\$ 5,209,228</u>	<u>100%</u>

The Company reviews the population of commercial mortgage loans for specific mortgage loan valuation allowances, as well as reviews the population as a whole to determine whether a collective allowance is required, given the homogeneous nature of the loans within the portfolio. A review of historical mortgage loan losses over the past ten years has shown insignificant mortgage loan losses were incurred in 2001 through 2008. Historical trending in commercial mortgage loan losses has shown that loan losses typically occur during economic downturns, such as the credit crisis experienced between 2008 and 2011. The Company expects that commercial mortgage losses will continue to trend downward as the real estate market continues to recover. Losses of \$387 were recorded through specific mortgage loan valuation allowances in 2013 and were derived primarily from 2007 and 2008 vintage originations. Based on the historical trending expectations, the Company has determined a collective loan loss allowance is not necessary at October 1, 2013.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (continued)
(Dollars in thousands, unless otherwise stated)

Aging of commercial real estate mortgage loan principal values is summarized in the following:

	October 1, 2013
Current	\$ 5,195,071
30-59 Days	1,644
60-119 Days	—
120 Days and Over	7
Total Principal Balance	<u>\$ 5,196,722</u>

Policy Loans

Policy loans represent loans the Company issues to contract holders and which use the cash surrender value of the life insurance policy as collateral. Policy loans are carried at unpaid principal balances. Policy loans are not aged as payments are not required. Furthermore, as the loans are backed by the cash surrender value of the policies, there is minimal risk of impairment.

Agent and Broker Loans

The Company provides loans to its agents and brokers. These loans are not collateralized and, as such, the Company records an allowance related to expected uncollectible loans. The Company recorded outstanding agent and broker loans (net of related allowance) in premium, fees, and other receivables in the amount of \$2,740 at October 1, 2013. Details for the change in the allowance for loan losses related to agents and brokers are as follows:

	Nine months ended October 1, 2013
Beginning balance	\$ 8,808
Provision	1,092
Write-offs, net of recoveries	(1,384)
Ending balance	<u>\$ 8,516</u>

6. Derivative Instruments and Hedging Activities

The Company is exposed to various risks relating to its ongoing business operations, including interest rate risk, credit risk, and equity market risk. The Company uses a variety of strategies to manage these risks, including the use of derivative instruments. See *Note 14 – Fair Value of Financial Instruments* for fair value information on derivatives.

Interest Rate Swaps – The Company uses interest rate swaps to reduce market risks from changes in interest rates and to alter interest rate exposure arising from mismatches between assets and liabilities. Under interest rate swaps, the Company agrees with other parties to exchange, at specified intervals, the difference between fixed rate and floating rate interest amounts calculated by reference to an agreed notional principal amount. Generally, no cash is exchanged at the outset of the contract and neither party makes principal payments.

Credit Default Swaps – Credit default swaps provide a measure of protection against the default of an issuer and/or to gain credit exposure to an issuer or traded index. The Company uses credit default swaps coupled with a

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bond in replication synthetic asset transactions (RSAT) to synthetically create the characteristics of a bond and to hedge credit risk. An RSAT is a synthetic instrument that has a lower cost, is more liquid, or has other advantages relative to the cash market. These transactions provide the Company with a periodic premium to compensate it for accepting credit risk and are used to enhance investment income. Hedging credit risk involves buying protection for existing credit risk. The exposure amount of such agreements, which is usually the notional amount, is equal to the maximum proceeds that must be paid by a counterparty for a defaulted security. Should a credit event occur on a reference entity, a counterparty who sold protection would be required to pay the buyer the net of the trade notional amount less any recovery value of the security.

Credit Default Swaptions – A default swaption is an option to enter into a credit default swap at a specified strike price for a given option maturity. The cost of the option is paid or received at inception. Credit default swaptions may be used to enhance income. This occurs when the Company with an exposure to the underlying credit default swap sells a swaption and collects the cost of the option. Swaptions can also be used to hedge credit risk.

Options – The Company offers fixed indexed products. These contracts credit interest based on certain indices, primarily the S&P 500 Index. Over-the-counter (OTC) option contracts, call options, and call spreads are purchased to hedge the growth in interest credited to the customer as a direct result of increases in the related indices. Upon maturity, the Company will receive the market value of the call option. The parties with whom the Company enters into OTC option contracts are highly rated financial institutions where contracts are supported by collateral, which minimizes the credit risk associated with such contracts.

Futures – Under exchange-traded futures contracts, the Company agrees to purchase a specified number of contracts with other parties and to post variation margin on a daily basis in an amount equal to the difference in the daily market values of those contracts. Futures contracts are purchased to hedge the growth in interest credited to the customer as a direct result of increases in the related indices. The clearing brokers with whom the Company enters into exchange-traded futures are regulated futures commission's merchants who are members of a trading exchange.

Interest Rate Caps and Floors – The Company purchases interest rate caps and floors to mitigate the asset/liability risks of a significant and sustained increase or decrease, respectively, in interest rates. The parties with whom the Company enters into contracts for caps and floors are highly rated financial institutions where contracts are supported by collateral, which minimizes the credit risk associated with such contracts. The Company pays a premium at the outset of the contract and receives cash payments when rates rise above the strike price on the cap or fall below the strike price on the floor.

Total Rate of Return Swaps – The Company purchases total rate of return swaps to gain exposure and benefit from a reference asset without actually having to own it. Total rate of return swaps are contracts in which one party makes payments based on a set rate, either fixed or variable, while the other party makes payments based on the return of the underlying asset, which includes both the income it generates and any capital gains. The underlying asset is usually an equity index, loan, or bond.

The Company may use additional derivative instruments for hedging or limited income generation purposes.

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(Dollars in thousands, unless otherwise stated)

The following presents the types of derivatives and estimated fair values of the Company's derivative financial instruments, excluding embedded derivatives:

	October 1, 2013		
	Notional amount	Fair Value of Assets	Fair Value of Liabilities
Equity derivatives:			
Call options	24,514,400	\$ 1,468,424	\$ 88,435
Futures	1,084,535	21,761	—
Interest rate derivatives:			
Interest rate swaps	4,759,179	10,606	85,557
Credit derivatives:			
Credit default swaps	10,000	—	8,316
Total rate of return swaps	65,000	—	11,499
Total		\$ 1,500,791	\$ 193,807

The following differentiates between the Company's derivatives which are designated as hedges and those which are not designated as hedges, excluding embedded derivatives. Derivative assets are included in other investments and derivative liabilities are included in accrued expenses and other liabilities in the Consolidated Balance Sheet.

	October 1, 2013	
	Assets	Liabilities
Derivatives designated as hedges		
Fair value hedges:		
Interest rate swaps	\$ —	\$ 14,903
Derivatives not designated as hedges		
Equity derivatives:		
Call options	1,468,424	88,435
Futures	21,761	—
Interest rate derivatives:		
Interest rate swaps	10,606	70,654
Credit derivatives:		
Credit default swaps	—	8,316
Total rate of return swaps	—	11,499
Total derivatives not designates as hedges	1,500,791	178,904
Total derivatives	\$ 1,500,791	\$ 193,807

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(Dollars in thousands, unless otherwise stated)

The following provides the pre-tax gain (loss) recognized in net income as other realized/unrealized gains (losses) on investments for the effects of derivatives not designated as hedges:

	Nine months ended October 1, 2013
Equity Derivatives:	
Call options	\$ 1,049,683
Futures	120,750
Interest Rate Derivatives:	
Interest rate swaps	(15,003)
Caps	—
Floors	(95)
Credit Derivatives:	
Credit default swaps	115
Total rate of return swaps	180
Total non-designated or non-qualifying derivatives	<u>\$ 1,155,630</u>

The following provides the pre-tax gain (loss) recognized in net income as other realized/unrealized gains (losses) on investments for the effects of derivatives designated as hedges:

	Nine months ended October 1, 2013
Fair Value Hedges:	
Interest rate swaps	\$ 114,220

Credit Derivatives

The Company sells protection on one credit default index tranche of 2% – 4%, which has a notional amount of \$10,000 and is accounted for as a liability with a fair value of \$8,316 at October 1, 2013.

Credit Risk on Freestanding Derivatives

The Company is exposed to credit-related losses in the event of nonperformance by counterparties on derivative instruments. The Company does not anticipate nonperformance by any of these counterparties. Purchasing instruments from financial institutions with high credit ratings minimizes the credit risk associated with such instruments. The amount of exposure is represented by the fair value at the reporting date less any posted collateral. Collateral support documents are negotiated to further reduce this exposure where deemed necessary. Exchange-traded derivatives are effected through a regulated exchange and positions are marked to fair value daily.

The counterparty may be required to post collateral for any derivative contracts that are entered. The amount of collateral that is required is determined by the fair value of the contract and credit threshold of the counterparty.

The current credit exposure of the Company's derivative contracts is limited to the fair value at the reporting date less collateral held. Credit risk is managed by entering into transactions with creditworthy counterparties and

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obtaining collateral where appropriate and customary. The Company also attempts to minimize its exposure to credit risk through the use of various credit monitoring techniques. All of the net credit exposure for the Company from derivative contracts is with investment-grade counterparties.

The Company enters into various collateral arrangements, which require both the pledging and accepting of collateral in connection with its OTC derivative instruments. Collateral is recorded as a payable for collateral under securities lending and other transactions within the Company's Consolidated Balance Sheets. The Company was obligated to return cash collateral under its control of \$582,228 at October 1, 2013. This cash collateral is included in cash and cash equivalents or in short-term investments and the obligation to return it is included in payable for collateral under securities lending and other transactions in the Consolidated Balance Sheets. The Company had received collateral consisting of various securities with a fair value of \$770,476 at October 1, 2013.

The estimated fair value of the Company's net derivative and other financial assets and liabilities after the application of master netting agreements and collateral were as follows:

Derivatives and other financial instruments subject to a Master Netting Agreement or a similar arrangement	October 1, 2013	
	Assets	Liabilities
Gross estimated fair value:		
Derivatives:		
OTC ¹	\$ 1,479,030	\$ 197,324
Exchange-traded	21,761	—
Total gross estimated fair value of derivatives and other financial assets	1,500,791	197,324
Amounts not subject to a master netting agreement or a similar agreement	—	—
Estimated fair value of derivatives and other financial assets	1,500,791	197,324
Gross amounts offset in the consolidated balance sheets:		
Gross estimated fair value of OTC derivatives ²	(158,964)	(158,964)
Collateral of OTC derivatives ³	(1,320,066)	(38,360)
Net amount after application of master netting agreements and collateral	<u>\$ 21,761</u>	<u>\$ —</u>

¹At October 1, 2013, income or expense accruals on derivative assets reported in accrued investment income or in accrued expenses and other liabilities were \$0 and income or expense accruals on derivative liabilities reported in accrued investment income or in accrued expenses were \$3,517.

²Estimated fair value of derivatives is limited to the amount subject to offset and includes income or other expense accruals.

³The amount of collateral offset in the above is limited to the net estimated fair value of derivatives and other financial instruments after the application of netting agreements. At October 1, 2013, the Company received no excess collateral and provided no excess collateral.

Certain derivative instruments contain provisions that require the Company to either post additional collateral or immediately settle any outstanding liability balances upon the occurrence of a specified credit-risk related event. Certain of these events are defined by the existing International Swaps and Derivative Association (ISDA) agreements and include downgrades in the credit ratings of the Company and its affiliates. Another credit-risk related contingent feature is a negative credit event on a reference entity of a credit default swap, where Aviva USA has sold protection against default or a ratings downgrade. The fair values of all derivative instruments with credit-risk related contingent features in a net liability position at October 1, 2013, were \$34,891. The Company

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recorded \$36,496 as collateral payable for collateral under securities lending and other transactions for these exposures in the normal course of business as of October 1, 2013. Upon the occurrence of an Event of Default or Termination Event as defined in the existing ISDA agreements, the Company would be required to either post an additional collateral or settle the instruments immediately, which was zero as of October 1, 2013. In the event the reference entity listed on a credit default swap defaults where the Company has sold credit protection, the Company would be liable for the notional amount minus any residual value of the reference security. The maximum amount the Company would owe is the notional value, which was \$10,000 as of October 1, 2013.

The fair value of the Company's derivative assets by counterparty and each counterparty's credit rating are as follows:

Counterparty	October 1, 2013	
	Carrying Amount	Credit Rating (S&P)
Barclays Bank PLC	\$ 320,684	A+
Citibank NA	9	BB-
Merrill Lynch International	3,716	A-
Morgan Stanley	23,504	A-
Royal Bank of Canada	141,978	AA-
Societe Generale	244,356	A
The Bank of New York Mellon	163,142	A+
Suntrust Banks Inc	227,820	BBB
BNP Paribas SA	375,582	A+
Total	<u>\$ 1,500,791</u>	

Certain counterparties may have been downgraded subsequent to October 1, 2013. Depending on the terms of the contract, such counterparties may be required to post additional collateral to the Company as a result.

7. Deferred Policy Acquisition Costs and Deferred Sales Inducements

A rollforward of the DAC and DSI balance is as follows:

	Nine months ended October 1, 2013
Balance at beginning of year	\$ 2,333,216
Cost capitalized	292,663
Costs amortized	(622,522)
Impact of unrealized losses (gains) on available for sale securities	1,757,921
Balance at end of year	<u>\$ 3,761,278</u>

The impact of unrealized investment gains and losses represents the amount of DAC and DSI that would have been amortized at the balance sheet date if such gains and losses had been recognized.

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Amortization of DAC in the amount of \$374,364 is recorded in amortization of deferred policy acquisition costs and value of business acquired for the nine months ended October 1, 2013. Amortization of DAC relating to commission expense in the amount of \$33,353 is recorded in underwriting, acquisition, and other expenses for the nine months ended October 1, 2013.

DSI costs capitalized were \$45,484 for the nine months ended October 1, 2013. Amortization of DSI is attributed to the amount of gross margins or profits originating from transactions including realized gains and losses. Amortization of DSI in the amount of \$214,805 is recorded in policyowner benefits for the nine months ended October 1, 2013.

8. Value of Business Acquired

A rollforward of VOBA is as follows:

	Nine months ended October 1, 2013
Balance at beginning of year	\$ 674,327
VOBA amortized	(146,395)
Impact of unrealized losses on available for sale securities	202,241
Balance at end of year	<u>\$ 730,173</u>

Amortization is recognized in proportion to expected future gross margins or premiums over the life of the policies and is based on the average interest crediting rates, which range from 4.87% to 5.74% for the nine months ended October 1, 2013, and over the next five years. Interest accrued on the unamortized VOBA amounted to \$27,976 for the nine months ended October 1, 2013, which is included within VOBA amortization in the preceding table. Unrealized investment gains and losses represent the amount of VOBA that would have been amortized if such gains and losses had been recognized.

9. Property and Equipment

The cost basis of the property, equipment, and leasehold improvements was \$189,824 at October 1, 2013. Accumulated depreciation and amortization of property, equipment, and leasehold improvements was \$36,998 at October 1, 2013. Related depreciation and amortization expense was \$8,548 for the nine months ended October 1, 2013.

The cost basis of computer software was \$99,534 at October 1, 2013, while accumulated amortization of capitalized software was \$48,055 at October 1, 2013. Related amortization expense was \$10,624 for the nine months ended October 1, 2013.

10. Income Taxes

The Company's net current tax liability was \$23,169 as of October 1, 2013.

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The provision for income tax expense consists of the following:

	Nine months ended October 1, 2013
Current	\$ 70,603
Deferred	254,902
Total	<u>\$ 325,505</u>

A reconciliation of the differences between the provision for income taxes and the expected tax provision at the U.S federal income tax rate is as follows:

	Nine months ended October 1, 2013
Expected tax provision at U.S. statutory rate	\$ 338,896
(Decrease) increase in income taxes resulting from:	
Deferred tax valuation allowance	(21,100)
Prior year estimate changes	6,154
Corporate owned life insurance	(1,200)
Dividend received deduction	(100)
Agent meetings, penalties, meals and entertainment, and other	2,855
Total income tax expense	<u>\$ 325,505</u>
Effective tax rate	33.62%

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The tax effects of temporary differences that give rise to deferred income tax asset and liabilities is as follows:

	October 1, 2013
Deferred tax assets	
Reserve valuation differences	\$ 732,975
Reinsurance related assets	521,414
Net operating loss carryforward	76,276
Employee benefit plans	79,445
Other	284,434
Total deferred tax assets	1,694,544
Valuation allowance	(89,900)
Net deferred tax asset	1,604,644
Deferred tax liabilities	
Invested asset valuation differences	1,889,713
Deferred acquisition costs	493,128
Valuation of Business Acquired	249,442
Fixed assets	35,332
Total deferred tax liability	2,667,615
Net deferred tax liability	\$ 1,062,971

At October 1, 2013, our gross federal tax net operating loss carryforwards were \$217,931 and begin to expire in 2021.

Uncertain tax positions

The Company reviews all subjective tax positions in order to compute its liability for uncertain tax positions. No liability for uncertain tax positions has been recorded as the Company does not have any material items requiring establishment of or disclosure of such a reserve. Interest and penalties associated with uncertain tax positions would be recognized within the income tax expense line of the Consolidated Statements of Income.

The Company files income tax returns in the federal jurisdiction and various state and local jurisdictions. IRS examinations for the Company have been completed for all tax years prior to 2011. The Company protested certain unfavorable adjustments related to tax years 2006 through 2010 and has requested a review by IRS Appeals. The Company does not believe any tax payments resulting from these examinations would materially impact the Company's effective tax rate or net income.

11. Reinsurance

The Company has indemnity reinsurance agreements with various companies whereby life insurance in excess of retention limits is reinsured. Insurance in force ceded to nonaffiliated companies under risk sharing arrangements at October 1, 2013, totaled approximately \$64.0 billion. The Company has entered into modified coinsurance arrangements to cede between 70% and 90% of certain annuity products. Under these arrangements, the Company transfers the risks and rewards of the business to the assuming company; however, the Company retains the assets and liabilities associated with the business.

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Notes to Consolidated Financial Statements *(continued)*
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Information regarding the impact of reinsurance on the Consolidated Statement of Income is as follows:

	Nine months ended October 1, 2013
Direct insurance premiums	\$ 188,061
Reinsurance assumed	16,952
Reinsurance ceded	<u>(69,745)</u>
Insurance premiums	<u>\$ 135,268</u>

	Nine months ended October 1, 2013
Direct insurance benefits and claims	\$ 2,376,235
Assumed insurance benefits and claims	12,273
Ceded benefits and claims	<u>(149,234)</u>
Policyowner benefits	<u>\$ 2,239,274</u>

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements *(continued)*
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12. Closed Blocks

The Closed Blocks, which are included in the accompanying consolidated financial statements, are presented below on a pre-tax basis and, accordingly, do not include current or deferred taxes. Summarized financial information of the Closed Blocks is as follows:

Liabilities	October 1, 2013
Policy reserves and policyowner funds:	
Future life and annuity policy benefits	\$ 2,353,857
Policyowner funds	3,746
Total policy reserves and policyowner funds	2,357,603
Accrued expenses and other liabilities	8,822
Dividends payable to policyowners	117,454
Policy and contract claims	16,035
Policyowner dividend obligation	283,975
Total liabilities	\$ 2,783,889

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	October 1, 2013
Assets	
Investments:	
Available for sale at fair value, fixed maturity securities	\$ 1,796,343
Mortgage loans, net of allowances	250,754
Policy loans at unpaid principal balances	289,445
Total investments	<u>2,336,542</u>
Cash and cash equivalents	12,426
Accrued investment income	26,684
Premium, fees, and other receivables	21,700
Total assets	<u>2,397,352</u>
Maximum future earnings to be recognized from Closed Blocks	\$ 386,537
	Nine months ended October 1, 2013
Change in policyowner dividend obligation	
Beginning balance	\$ 444,490
Impact on income before income taxes	15,007
Unrealized investment gains (losses)	(175,522)
Ending balance	<u>\$ 283,975</u>
	Nine months ended October 1, 2013
Maximum future earnings from Closed Blocks' assets and liabilities	
Beginning balance	\$ 393,314
Pre-tax contribution from the Closed Blocks	(20,701)
Federal income taxes funded by the Closed Blocks	13,924
Ending balance	<u>\$ 386,537</u>

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Notes to Consolidated Financial Statements *(continued)*
(Dollars in thousands, unless otherwise stated)

	Nine months ended October 1, 2013
Contribution from the Closed Blocks	
Revenues	
Insurance premiums	\$ 71,996
Universal life and annuity product charges	2,897
Net investment income	90,273
Other realized/unrealized gains (losses) on investments	17,583
Total revenues	182,749
Benefits and expenses	
Policyowner benefits	108,996
Underwriting, acquisition, and other expenses	844
Dividends to policyowners	52,208
Total benefits and expenses	162,048
Contribution from the Closed Blocks before income taxes	\$ 20,701

13. Notes Payable

Borrowings under Credit Agreement— In 2011, the Company refinanced an Amended and Restated Credit Agreement (Credit Agreement) with a syndicate of commercial banks that permitted the Company to borrow up to \$350,000. The facility bears interest at variable base rates based on LIBOR plus an applicable margin, with the latter component based on the Company's credit rating. Under the terms of the Credit Agreement, the Company is required to pay an annual commitment fee ranging from 0.175% to 0.500% of the unused portion of the commitment. As of October 1, 2013, the Company repaid the outstanding balance of \$290,000, including interest of \$40.

Intergroup borrowings — The Company enters into borrowing arrangements with companies that form part of the Aviva plc group. The Company incurred interest expense of \$13,464 during the nine months ended October 1, 2013, in connection with its intergroup borrowings. The interest rate applicable to intergroup borrowings was three month LIBOR plus 1.725% for the nine months ended October 1, 2013. Interest rates were 2.0% in 2013. As of October 1, 2013, the Company repaid in the outstanding balance of \$896,000 intergroup borrowings, including interest of \$875.

The Company had \$2,992,014 available on unused letters of credit related to its reinsurance captives at October 1, 2013.

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Notes to Consolidated Financial Statements (continued)
(Dollars in thousands, unless otherwise stated)

14. Fair Value of Financial Instruments*Financial Assets and Financial Liabilities*

The following sets forth a comparison of the carrying amounts and fair values of the Company's financial instruments:

	October 1, 2013	
	Carrying Amount	Fair Value
Assets		
Cash and cash equivalents	\$ 1,778,071	\$ 1,778,071
Loans		
Mortgage loans, net of allowances	5,209,228	5,317,810
Policy loans at unpaid principal balances	645,160	645,160
Agent/broker loans	2,740	2,740
Equity securities	66,669	66,669
Fixed Maturity Securities:		
Available for sale		
Corporate bonds	35,227,151	35,227,151
US Government bonds	145,915	145,915
State and political subs	1,870,311	1,870,311
Foreign Government bonds	777,910	777,910
Asset backed bonds	96,659	96,659
Commercial MBS	3,647,488	3,647,488
Collateralized MBS	702,522	702,522
Other debt securities	101,923	101,923
Trading		
Corporate bonds	697,413	697,413
US Government bonds	22,676	22,676
State and political subs	1,484	1,484
Foreign Government bonds	2,523	2,523
Commercial MBS	104,319	104,319
Collateralized MBS	7,275	7,275
Total fixed maturity securities	43,405,569	43,405,569
Separate account assets	47,906	47,906
Mutual funds	80,000	80,000
Other investments	2,205,558	2,205,558
	<u>53,440,901</u>	<u>53,549,483</u>
Liabilities		
Policyowner funds	2,863,873	3,327,086
Payable for collateral under securities lending and other transactions	786,517	786,517
Derivative liabilities	193,807	193,807
EIA and EIUL embedded derivative liabilities	4,855,950	4,855,950
	<u>\$ 8,700,147</u>	<u>\$ 9,163,360</u>

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The methods and assumptions are used to estimate the fair value of financial instruments as follows:

Cash and cash equivalents – Estimated fair value approximates carrying value, due to the short-term nature.

Mortgage loans, net of allowances – Mortgage loans are comprised of commercial mortgage loans, which are originated for investment purposes and primarily carried at amortized cost. Mortgage loans in effective hedging relationships are carried at fair value. For mortgage loans in hedging relationships and for mortgage loans carried at amortized cost, estimated fair value was primarily determined by estimating expected future cash flows and discounting the loans using current interest rates for similar mortgage loans with similar credit risk.

Policy loans at unpaid principal balances – The fair value of policy loans is reflected as being equal to the carrying value of the loans. Policy loans are collateralized by the cash surrender value of the associated insurance contracts.

Agent/broker loans – The estimated fair value for agent and broker loans approximates carrying value due to the short-term nature of these obligations.

Policyowner funds – The estimated fair values of the policyowner funds are determined by using a discounted cash flow analyses based on current interest rates, including non-performance risk, being offered for similar funds.

Payable for collateral under securities lending and other transactions – The estimated fair value for payables for collateral under securities lending and other transactions approximates carrying value. The related agreements to loan securities are short-term in nature such that the Company believes there is limited risk of a material change in market interest rates.

Mutual funds – Mutual funds include investments held as support for the Company's deferred compensation plans. These assets include investments in funds such as American Funds Growth Fund, Guaranteed Income Fund, PIMCO Total Return (Class D), Vanguard Index Trust 500 Portfolio, and Vanguard Wellington Fund. The investments are recorded at fair value, as reported by the investment administrator.

Other investments – Other investments include derivative assets, trade receivables, and other investments for which carrying value approximates fair value.

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The Company's assets and liabilities which are measured at fair value on a recurring basis are presented below based on the fair value hierarchy levels:

October 1, 2013	Total Fair Value	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Cash and cash equivalents	\$ 1,778,071	\$ 1,778,071	\$ —	\$ —
Equity securities	66,669	1,365	65,304	—
Short term investments	22,287	—	22,287	—
Fixed maturity securities				
<i>Available for Sale</i>				
Corporate bonds	35,227,151	—	34,865,538	361,613
US Government bonds	145,915	114,254	31,661	—
State and political subs	1,870,311	—	1,870,311	—
Foreign Government bonds	777,910	—	777,910	—
Asset backed bonds	96,659	—	96,659	—
Commercial MBS	3,647,488	—	3,647,488	—
Collateralized MBS	702,522	—	702,522	—
Other debt securities	101,923	—	101,923	—
	<u>42,569,879</u>	<u>114,254</u>	<u>42,094,012</u>	<u>361,613</u>
<i>Trading</i>				
Corporate bonds	697,413	—	697,413	—
US Government bonds	22,676	22,676	—	—
State and political subs	1,484	—	1,484	—
Foreign Government bonds	2,523	—	2,523	—
Commercial MBS	104,319	—	104,319	—
Collateralized MBS	7,275	—	7,275	—
	<u>835,690</u>	<u>22,676</u>	<u>813,014</u>	<u>—</u>
Total fixed maturity securities	43,405,569	136,930	42,907,026	361,613
Separate account assets	47,906	—	47,906	—
Mutual funds	80,000	—	80,000	—
Other investments	2,205,558	27,785	1,479,333	698,440
Total assets	<u><u>47,606,060</u></u>	<u><u>1,944,151</u></u>	<u><u>44,601,856</u></u>	<u><u>1,060,053</u></u>
Liabilities				
Policyowner funds	1,003,334	—	660,565	342,769
Derivative liabilities	193,807	—	174,044	19,763
EIA and EIUL embedded derivative liabilities	4,855,950	—	—	4,855,950
Total liabilities	<u><u>\$ 6,053,091</u></u>	<u><u>\$ —</u></u>	<u><u>\$ 834,609</u></u>	<u><u>\$ 5,218,482</u></u>

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Methods and Assumptions Used in Estimating Fair Values

The following methods and assumptions were used in estimating the fair values of financial instruments during the periods presented in these consolidated financial statements. The Company uses independent pricing services as well as internally developed models to estimate the fair value of its financial instruments, when available.

Fixed Maturity Securities and Equity Securities – The fair values of fixed maturity securities and equity securities in an active and orderly market are determined using independent pricing services. The independent pricing services incorporate a variety of observable market data in their valuation techniques including reported trading prices, benchmark yields, broker-dealer quotes, benchmark securities, bids and offers, credit ratings, relative credit information, and other reference data.

The independent pricing services also take into account perceived market movements and sector conditions, as well as a security's terms and conditions, including any features specific to that issue that may influence risk and marketability. Depending on the security, the priority of the use of observable market inputs may change as some observable market inputs may not be relevant or additional inputs may be necessary.

The independent pricing services provide quoted market prices when available. Quoted prices are not always available due to market inactivity. When quoted market prices are not available, the third parties use yield data and other factors relating to instruments or securities with similar characteristics to determine fair value for securities that are not actively traded. The Company generally obtains one value from its primary external pricing service. In situations where a price is not available from this service, further quotes or prices from additional parties may be obtained as needed. Valuations and quotes obtained from third-party commercial pricing services are nonbinding and do not represent quotes to execute the disposition of the assets.

Management undergoes a process to internally validate prices received from third parties. The Company validates external valuations regularly through a combination of procedures that include the evaluation of methodologies used by the pricing services, analytical reviews, performance analysis of the prices against trends, and maintenance of a securities watch list. Additionally, as needed, the Company uses discounted cash flow models or performs internal validations of inputs and assumptions similar to those used by the pricing services. Although differences are identified from time to time as a result of these validation procedures, the Company typically does not adjust quotes or prices obtained from counterparties, brokers, or pricing services. Upon identification of a difference from a counterparty source, the Company may participate in a challenge process in order to challenge the counterparty's price. From time to time, the counterparty will update its quote based on the outcome of this challenge process.

The Company obtains broker quotes for certain corporate debt securities, and no information regarding the observability of inputs is provided by the brokers. For the majority of investments priced by a broker, the quoted price is validated using an internal model, which may utilize observable inputs to validate the broker price.

The Company also obtains pricing for certain debt securities from a third-party pricing source that provides a consensus valuation by polling banks and trading desks of market makers in these instruments. The collection of quotes is adjusted to remove outliers and stale information. These inputs represent prices at which banks are holding the instruments in their trading portfolios but do not necessarily represent executable quotes or observable prices.

The Company holds certain interest-only CMBS (I/O CMBS) investments for which no marketplace information is observed besides broker prices. A third-party pricing source is used to provide independent valuations of

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securities through various techniques using a proprietary prepayment model that produces prepayment projections based on rates, seasoning, seasonality, and exposure to refinancing. An option adjusted model is used to project collateral-specific prepayment rates and future interest rates.

U.S. Treasury Securities – Evaluations of U.S. Treasury securities are based on prices obtained from electronic trading platforms. The electronic trading platform provides independent, real-time price information from trading activity in the market, sourced from market makers, dealers, and brokers. Feeds from multiple live data sources are obtained for evaluation. Based on the activity and liquidity of the U.S. Treasury market, differences generally do not exist between pricing information provided by the various sources. Evaluations are based on observable inputs from active markets.

Foreign Government Bonds – Foreign government bonds are valued by a third-party pricing source using proprietary valuation models based on the discounted cash flow method, incorporating option-adjusted spread (OAS) features as applicable. The basis for the valuation consists of benchmark curves for the various markets, which are inputs into the creation of applicable constant maturity curves, using industry-accepted interpolation techniques to infer points on the curve that may be lacking based on a lack of benchmark issues. The credit spread applicable to each issuer and issue is based on observations by the evaluators of primary and secondary market activity as well as real-time news and market events. In cases of less actively traded issuers or issuers where there is a lack of recent trades or prices from the major dealers, a third-party pricing source bases the determination of credit spreads on more frequently traded credits with comparable attributes. After deriving the relevant yield curves, the third-party pricing source projects principal and interest cash flows, either based on contract terms for fixed-rate bonds or based on yield curves and rates at each reset date. The cash flows are discounted to present value using the relevant issue yield curves. The third-party pricing source's evaluation models and analytical tools are specifically designed to enable the third-party pricing source to value a range of fixed income asset types and structures, including hard-to-value, thinly traded instruments, and are based on observable inputs in active markets.

U.S. Corporate Securities – Investment Grade – A third-party pricing source's evaluations of high-grade U.S. corporate debt securities are based on the application of credit spreads to the U.S. Treasury curve, resulting in a specific yield for the unique issuer and security maturity, up to 40 years. The U.S. Treasury curve is obtained as of the end of the trading day and is an observable input over the maturities applicable to the portfolio. With the exception of certain bonds maturing after 2053, all of the Company's corporate bonds mature within 40 years. For those securities that mature after 2053, a third-party pricing source prices them based on a benchmark as of the first call date, using an observable interest rate (such as LIBOR), and adding a premium using the actual number of days in each period divided by 365. Issuer-specific credit spreads are determined by the third-party pricing source based on observable market transactions and new issue activity. In addition, the third-party pricing source applies an OAS model to adjust the spreads for issues with optionality features (e.g., early redemption). The third-party pricing source's evaluations are based on observable inputs from active markets.

Private Placements – Prices for private placement securities are priced on a quarterly basis by a third-party pricing source using public or private proxies when available.

Provincial Bonds – Prices for provincial bonds are obtained from a third-party pricing source. Valuation information for Canadian dollar denominated securities is provided to the third-party pricing source by a separate third party, who obtains its data from two primary sources: (1) market maker bids from Royal Bank of Canada/Dominion Securities and (2) market maker bids from Wood Gundy traders. Prices obtained by the third-party pricing source are validated by obtaining information regarding the specific valuation inputs used to value a

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sample of securities, and verifying that the observability of the valuation inputs for the sample of securities is consistent with the valuation input levels assigned to the respective investments.

State/Municipal Bonds – Prices for state and municipal bonds are obtained from two separate third-party pricing sources. Prices obtained by the first third-party pricing source are validated by obtaining information regarding the specific valuation inputs used to value a sample of securities. The Company verifies that the observability of the specific valuation inputs used by the third-party pricing source to value the sample of securities is consistent with the valuation input level assigned to the respective investments. The second third-party pricing source uses a number of inputs in determining the fair value pricing. Their process involves the use of public and private comparables (recent trades, new issues, etc.). From these comparables, adjustments are made to the spread to make the value comparable to the security being priced. In determining the final price, certain issue and issuer-specific variables are also taken into consideration.

Derivative Instruments – For the majority of its derivative portfolio, the Company obtains prices from the derivative counterparties and corroborates these prices using internal models. The internal models are based on observable inputs to the extent practicable. Both counterparty risk and own-credit risk are considered, but the presence of collateral mitigates any counterparty or own nonperformance risk related to the derivatives. Nonstandard swaps are priced using base correlations in the Company's internal model, which are unobservable inputs. Hedge fund values are reported by the fund administrator and are an unobservable input. Futures are priced based on active trades on the Chicago Board of Trade or Chicago Mercantile Exchange, which are observable inputs.

For the nonstandard swaps, broker quotes are obtained from the counterparty and compared to an internal model. The swaps have unobservable base correlations that are extrapolated by looking at traded index tranches. In addition to the unobservable inputs, the internal model uses rates obtained from Bloomberg and CDS curves/recoveries from Fitch. The hedge fund total return swaps are priced as the difference between the face value of the swap and the hedge fund value reported by the fund administrator. Hedge fund values as reported by the fund administrator are unobservable inputs.

The Company's total return swaps are priced by taking the difference between the face value of the swap and the hedge fund value reported by the fund administrator. Additionally, hedge fund total return swaps are priced as the difference between the face value of the swap and the hedge fund value reported by the fund administrator. The Company does not receive information regarding the fund administrator's assumptions.

Indexed Annuity Policy and Fixed Indexed Universal Life Liabilities – The Company estimates the fair value of the embedded derivative component of its fixed index annuity policy and equity indexed universal life liabilities at each valuation date by (1) projecting policy contract values and minimum guaranteed contract values over the expected lives of the contracts and (2) discounting the future claims at the applicable risk free interest rates adjusted for nonperformance risk related to those liabilities. The projections of policy contract values are based on the Company's best estimate assumptions for future policy growth and future policy decrements. The Company's best estimate assumptions for future policy growth include assumptions for the expected index credit on the next policy anniversary date, which are derived from the fair values of the underlying call options purchased to fund such index credits and the expected costs of annual call options that the Company will purchase in the future to fund index credits beyond the next policy anniversary. The projections of minimum guaranteed contract values include the same best estimate assumptions for policy decrements as were used to project policy contract values.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (continued)
(Dollars in thousands, unless otherwise stated)

Level 3 Reconciliation

The following provides a reconciliation of the beginning and ending balances for the Company's Level 3 assets, which are measured at fair value on a recurring basis using significant unobservable inputs:

	Nine months ended October 1, 2013
Level 3 Assets	
Beginning balance	\$ 912,081
Impairment losses	(1,187)
Purchases	291,708
Disposals	(179,436)
Transfers in to Level 3	—
Transfers out of Level 3	—
Net recognized gains (losses) in income statement	6,951
Net recognized gains (losses) in investment valuation reserve	29,936
Ending balance	<u>1,060,053</u>

The following provides a reconciliation of the beginning and ending balances for the Company's Level 3 liabilities, which are measured at fair value on a recurring basis using significant unobservable inputs:

	Nine months ended October 1, 2013
Level 3 Liabilities	
Policyowner funds	
Beginning balance	\$ 322,347
Issuances	20,422
Net recognized (gains) losses in income statement	—
Ending balance	<u>342,769</u>
Derivative liabilities	
Beginning balance	20,737
Purchases	—
Disposals	—
Net recognized (gains) losses in income statement	(974)
Ending balance	<u>19,763</u>
EIA and EIUL embedded derivative liabilities	
Beginning balance	4,552,979
Purchases	178,338
Disposals	(162,038)
Net recognized (gains) losses in income statement	286,671
Ending balance	<u>\$ 4,855,950</u>

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (continued)
(Dollars in thousands, unless otherwise stated)

The following summarizes changes in unrealized gains (losses) included in net income related to financial instruments carried at fair value and classified within Level 3, held at the end of each period:

	Nine months ended October 1, 2013
Investments:	
Debt	\$ —
I/O CMBS	(2,203)
Derivative liabilities	974
Total	<u>\$ (1,229)</u>

Transfers between Levels

Transfers between fair value hierarchy levels are recognized at the end of the period in which the transfer occurs. The Company regularly reviews the fair value levels assigned to its investments on a security-by-security basis, and continually evaluates whether information based on changing market conditions and new information available related to specific securities would warrant a transfer from one level within the fair value hierarchy to another.

In 2013, there were no transfers between levels.

Financial Instruments Not Held at Fair Value on the Consolidated Balance Sheets

The following represents the Company's financial instruments not held at fair value:

		October 1, 2013	
	Fair Value Level	Carrying Amount	Fair Value
Assets			
Mortgage loans, net of allowances	3	\$ 5,209,228	\$ 5,317,810
Policy loans at unpaid principal balances	2	645,160	645,160
Agent/broker loans	2	2,740	2,740
Total assets not measured at fair value		<u>5,857,128</u>	<u>5,965,710</u>
Liabilities			
Policyowner funds	3	1,860,539	2,323,752
Payable for collateral under securities lending and other transactions	2	786,517	786,517
Notes payable			
Total liabilities not measured at fair value		<u>\$ 2,647,056</u>	<u>\$ 3,110,269</u>

We estimate the fair value for financial instruments not carried at fair value using the same methods and assumptions as those we do carry at fair value. The financial instruments presented above are reported at carrying

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(*Dollars in thousands, unless otherwise stated*)

value on the consolidated balance sheets; however, in some cases, the carrying amount approximates or equals fair value.

In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair values estimates, in many cases, could not be realized in immediate settlement of the instrument.

Authoritative guidance excludes certain financial instruments, including insurance contracts and all nonfinancial instruments from its disclosure requirements.

Fair value estimates are made at a specific point in time, based on available market information and judgments about various financial instruments, such as estimates of timing and amounts of future cash flows. Such estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument, nor do they consider the tax impact of the realization of unrealized capital gains (losses). In many cases, the fair value estimates cannot be substantiated by comparison to independent markets, nor can the disclosed value be realized in immediate settlement of the instruments. In evaluating the Company's management of interest rate, price and liquidity risks, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

15. Shareholder's Equity

Generally, dividends from the Company's insurance subsidiaries during any year may not be paid, without prior regulatory approval, in excess of the greater of (1) ten percent of the insurance subsidiaries' statutory paid in capital and unassigned surplus as of the preceding December 31, or (2) the insurance subsidiaries' statutory gain from operations before net realized capital gains on investments for the preceding year, which equates to \$533,087 at October 1, 2013. The Company is primarily dependent on dividends from its insurance subsidiaries to pay dividends to its parent.

Management approved a plan to redeem 84 shares of its capital stock from Aviva plc for \$1.0 billion. This redemption is part of the sale to AHL.

16. Share-Based Compensation

The Company has share-based compensation plans where the Company grants awards of phantom shares of Aviva plc (Awards) to officers and key employees. The phantom shares are units used to calculate the cash payment due at the end of the performance period. They do not transfer ownership, provide for equity purchase options, or in any way grant rights associated with common stock ownership, including voting rights or dividend rights. The Company has only granted Awards that can be settled in cash at the vesting date. The plan authorizes the Company to grant a number of phantom shares equal to a predetermined percentage of the recipient's annual base income. These are granted based on the grant-date share price of Aviva plc 25p ordinary stock, and the grant-date U.S. dollar exchange rate. All Awards have multi-year performance periods and quantifiable performance goals, which determine final vesting percentages and related cash payouts. The shares are classified as liability awards. The fair value of the Awards is amortized over the vesting performance periods. The unamortized balance of the Awards is remeasured at period end and amortization is adjusted accordingly.

The weighted average grant-date fair value of Awards granted during the nine months ended October 1, 2013, was \$4.73. The total cash value of Awards vested and paid during the nine months ended October 1, 2013, was \$8,100. Total compensation costs amounted to \$(281) for the nine months ended October 1, 2013.

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (continued)
(Dollars in thousands, unless otherwise stated)

At October 1, 2013, there is no unrecognized compensation cost related to unvested Awards granted under the plan.

The following represents a summary of the activity for the phantom share Awards:

	Number of Phantom Shares	Weighted Average Remaining Vesting Term (in Years)
Unvested at December 31, 2012	2,273,384	1.75
Granted (2013 Award - 3 year vest)	491,316	—
Vested	(1,018,115)	—
Forfeited or expired	(1,746,585)	—
Unvested at October 1, 2013	—	—

17. Commitments and Contingencies

At October 1, 2013, the Company has commitments to extend credit for commercial mortgages totaling \$41,400. The Company also makes commitments to fund private equity investments in the normal course of business. The amounts of these unfunded commitments were \$45,298 at October 1, 2013.

The Company leases office space under various operating leases with terms through 2022. Rental expense for operating leases amounted to \$3,720 for the nine months ended October 1, 2013. At October 1, 2013, the future minimum aggregate rental commitments and sublease income were as follows:

	Rental Commitments	Sublease Income
Remainder of 2013	\$ 2,852	\$ 1,007
2014	11,437	4,033
2015	10,730	3,588
2016	10,857	3,532
2017	8,031	2,603
Thereafter	18,225	7,436
	<u>\$ 62,132</u>	<u>\$ 22,199</u>

The Company is routinely involved in litigation and other proceedings, including class actions, reinsurance claims, and regulatory proceedings arising in the ordinary course of its business. In recent years, the life insurance industry, including the Company, has been subject to an increase in litigation pursued on behalf of both individual and purported classes of insurance purchasers, questioning the conduct of insurers and their agents in the marketing of their products. In addition, state and federal regulatory bodies, such as state insurance departments and attorneys general, periodically make inquiries and conduct examinations concerning compliance by the Company and others with applicable insurance and other laws. The Company responds to such inquiries and cooperates with regulatory examinations in the ordinary course of business. At present, no contingencies related to pending litigation and regulatory matters are considered material in relation to the financial position of the Company.

As of October 1, 2013, the Company had three and 19 synthetic GICs outstanding with a notional amount of \$1,194 and \$4,568, respectively. Under the terms of the synthetic GICs, the Company has provided a guarantee,

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements *(continued)*
(Dollars in thousands, unless otherwise stated)

to the contract holder, to cover any fair value shortfalls on a book value payout for a specific contract in return for which the contract holder pays a premium. At October 1, 2013, there was no liability associated with such contracts.

18. Accumulated Other Comprehensive Income

The following is a detail of AOCI:

	Nine months ended October 1, 2013
Available for sale securities	\$ 2,201,818
DAC, DSI, and VOBA adjustment on available for sale securities	(1,072,427)
Noncredit component of other-than-temporary impairment losses on available for sale securities	(39,579)
Accumulated other comprehensive income, before taxes	1,089,812
Deferred income tax liability	(381,434)
Accumulated other comprehensive income	<u>\$ 708,378</u>

Changes in AOCI are presented below.

	Nine months ended October 1, 2013		
	Before tax amount	Tax (expense) benefit	After tax amount
Unrealized gains (loss) on available for sale securities			
Unrealized holding gains (losses) arising during the period	\$ (2,658,507)	\$ 930,478	\$ (1,728,029)
Change in DAC, DSI, and VOBA	2,363,949	(827,382)	1,536,567
Less: Reclassification adjustment for net (loss) gains realized in net income	415,192	(145,317)	269,875
Changes in unrealized (loss) gains on investments, available for sale	(709,750)	248,413	(461,337)
Noncredit component of the other-than-temporary impairment losses on available for sale securities			
Noncredit component of other-than-temporary impairment losses on available for sale securities recognized during the period	—	—	—
Less: Reclassification adjustment for net (loss) gains realized in net income	(9,828)	3,440	(6,388)
Changes in noncredit component of the other-than-temporary impairments	9,828	(3,440)	6,388
Change in AOCI	<u>\$ (699,922)</u>	<u>\$ 244,973</u>	<u>\$ (454,949)</u>

¹ Recognized in other realized/unrealized gains (losses) on investments on the consolidated statements of income

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements (*continued*)
(*Dollars in thousands, unless otherwise stated*)

19. Statutory Accounting Practices

The Company files financial statements prepared in accordance with statutory accounting practices prescribed or permitted by domestic and foreign insurance regulatory authorities.

The Company's insurance subsidiaries had statutory net income of \$436.9 million for the nine months ended October 1, 2013. The Company's insurance subsidiaries' statutory surplus and capital was \$3.4 billion at October 1, 2013. The minimum capital and surplus requirements are met in all the states in which the insurance subsidiaries are domiciled.

The Company's insurance subsidiaries are domiciled in the States of Iowa, Vermont, and New York and prepare their statutory-basis financial statements in accordance with accounting practices prescribed or permitted by those respective state insurance departments. The National Association of Insurance Commissioners (NAIC) has codified statutory accounting practices, which have been adopted by each of these states as a component of their accounting practices prescribed or permitted. The States of Vermont and Iowa separately maintain prescribed practices to recognize as admitted assets the letters of credit and contingent notes, respectively, used to fund captive reinsurance entity's reinsurance obligations to a ceding company.

The respective insurance departments impose minimum risk-based capital (RBC) requirements on insurance enterprises that were developed by the NAIC. The formulas for determining the amount of RBC specify various weighting factors that are applied to financial balances or various levels of activity based on the perceived degree of risk. Regulatory compliance is determined by a ratio of the enterprise's regulatory total adjusted capital, to its authorized control level RBC. The Company's life insurance subsidiaries exceed the authorized control level RBC requirements. Following this permitted practice allows the Company to stay within the authorized control level risk based capital requirements.

20. Subsequent Events

Effective October 2, 2013, pursuant to a stock purchase agreement, dated as of December 21, 2012 (as amended from time to time), between Aviva plc and AHL, AHL acquired 100% of the issued and outstanding capital stock of Aviva USA Corporation, and thereby acquired control of certain of Aviva plc's U.S.-domiciled subsidiaries, including, but not limited to, the Company. The total purchase price was \$529 million.

On June 12, 2015, a putative class action complaint was filed in the United States District Court, Northern District of California against the Company, AHL, AAM, and AGM. The complaint, which is analogous to complaints recently filed against other large insurance companies, primarily alleges that captive reinsurance and other transactions had the effect of misrepresenting the financial condition of AAIA. The suit asserts claims of violation of the Racketeer Influenced and Corrupt Organizations Act and seeks compensatory damages, trebled, in an amount to be determined. The Company, AHL, AAM, and AGM, together believe the allegations are unfounded and that they have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

On July 27, 2015, a putative class action complaint was filed in the United States District Court, District of Massachusetts, against the Company's Iowa domiciled insurance subsidiary and AHL. An amended complaint was filed on December 18, 2015. The complaint alleges a putative class action on behalf of all persons who are the beneficial owners of assets which were used to purchase structured settlement annuities that Aviva or its predecessors delivered to purchasers on or after April 1, 2003. The complaint alleges the Aviva entities (Aviva

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AVIVA USA AND SUBSIDIARIES

Notes to Consolidated Financial Statements *(continued)*
(Dollars in thousands, unless otherwise stated)

London Assignment Corporation, Aviva Life Insurance Company, and CGU International Insurance, plc) sold structured settlement annuities to the public on the basis that they were backed by a capital maintenance agreement by CGU International Insurance, plc, which was alleged as a source of great financial strength. The complaint further alleges that the Aviva entities used this capital maintenance agreement to enhance the sales volume and raise the price of the annuities. The complaint claims that, as a result of Aviva's sale to AHL, the capital maintenance agreement terminated. According to the complaint, no notice was provided to the owners of the structured settlement annuities, and the termination of the capital maintenance agreement creates a breach of contract and other causes of action. The Company believes its subsidiary has meritorious defenses to the claims set forth in the complaint and intends to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

The Company has evaluated events through February 19, 2016, the date these Consolidated Financial Statements were available to be issued. There were no subsequent events that required adjustment to the Consolidated Financial Statements for 2013.

ATHENE HOLDING LTD.

GLOSSARY OF SELECTED INSURANCE, REINSURANCE AND FINANCIAL TERMS

Unless otherwise indicated in this prospectus, the following terms have the meanings set forth below:

Athene Holding Ltd. and Related Entities

A-A Mortgage	A-A Mortgage Opportunities, LP
AAA	AP Alternative Investments, L.P.
AAA Investor	AAA Guarantor – Athene, L.P.
AADE	Athene Annuity & Life Assurance Company, formerly known as Liberty Life Insurance Company, the parent insurance company of our U.S. insurance subsidiaries
AAIA	Athene Annuity and Life Company, formerly known as Aviva Life and Annuity Company
AAM	Athene Asset Management, L.P.
AAME	Apollo Asset Management Europe, LLP
AANY	Athene Annuity & Life Assurance Company of New York
AD	Athene Deutschland GmbH, formerly known as Delta Lloyd Deutschland AG
ADKG	Athene Deutschland Holding GmbH & Co. KG
ADV	Athene Deutschland Verwaltungs GmbH
ALACNY	Aviva Life and Annuity Company of New York, now known as ALICNY
ALIC	Athene Life Insurance Company
ALICNY	Athene Life Insurance Company of New York, formerly known as ALACNY
ALRe	Athene Life Re Ltd.
ALV	Athene Lebensversicherung AG, formerly known as Delta Lloyd Lebensversicherung AG
AmeriHome	AmeriHome Mortgage Company, LLC
APK	Athene Pensionskasse AG, formerly known as Delta Lloyd Pensionskasse AG
Apollo	Apollo Global Management, LLC
Apollo Group	(A) Apollo, (B) AAA Investor, (C) any investment fund or other collective investment vehicle whose general partner or managing member is owned, directly or indirectly, by Apollo or one or more of Apollo’s subsidiaries and (D) any affiliate of any of the foregoing (other than our company and employees of the company and Apollo or either of their respective subsidiaries)
AREM	Athene Real Estate Management Company s.a.r.l, formerly known as Delta Lloyd Real Estate Management Company s.a.r.l
Athene USA	Athene USA Corporation, formerly known as Aviva USA Corporation
DLD	Delta Lloyd Deutschland AG, now known as Athene Deutschland GmbH
German Group Companies	AD, ADKG, ADV, ALV and APK
Liberty Life	Liberty Life Insurance Corporation
Luxembourg subsidiary	AREM
MidCap	MidCap FinCo Limited
MidCap Financial	MidCap Financial Holdings, LLC
MidCap Holdings	MidCap FinCo Holdings Limited

ATHENE HOLDING LTD.

Certain Terms & Acronyms

ABS	Asset-backed security, generally included in the fixed maturity securities in the Management’s Discussion and Analysis section (whether issued by related parties or not)
ACL	Authorized control level RBC as defined by the model created by the National Association of Insurance Commissioners
ALM	Asset liability management
Alternative investments	Alternative investments, including investment funds, CLO equity positions and certain other debt instruments considered to be equity-like
Base of earnings	Earnings generated from our results of operations and the underlying profitability drivers of our business
Block reinsurance	A transaction in which the ceding company cedes all or a portion of a block of previously issued annuity contracts through a reinsurance agreement
BMA	Bermuda Monetary Authority
BSCR	Bermuda Solvency Capital Requirement
CAGR	Compound annual growth rate
CAL	Company action level RBC as defined by the model created by the National Association of Insurance Commissioners
CLO	Collateralized loan obligation, generally included in the fixed maturity securities in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” except for CLO equity positions which are generally included in trading securities at fair value
CMBS	Commercial mortgage-backed securities, generally included in the fixed maturity securities in “Management’s Discussion and Analysis of Financial Condition and Results of Operations”
CML	Commercial mortgage loans, generally included in the mortgage loans, net of allowances, in “Management’s Discussion and Analysis of Financial Condition and Results of Operations”
Capital ratio	Ratios calculated (i) with respect to our U.S. insurance subsidiaries, by reference to RBC, (ii) with respect to ALRe, by reference to BSCR, and (iii) with respect to our German Group Companies, by reference to SCR
Cost of crediting	The interest credited to the policyholders on our fixed strategies as well as the option costs on the index annuity strategies
DAC	Deferred acquisition costs
Deferred annuities	FIA, annual reset annuities and MYGAs
DSI	Deferred sales inducement
Excess capital	Capital in excess of the level management believes is needed to support our current operating strategy
FIA	Fixed indexed annuity, which is an insurance contract that earns interest at a crediting rate based on a specified index on a tax-deferred basis
Fixed annuities	FIA together with fixed rate annuities
Fixed rate annuity	Fixed rate annuity is an insurance contract that offers tax-deferred growth and the opportunity to produce a guaranteed stream of retirement income for the lifetime of its policyholder
Flow reinsurance	A transaction in which the ceding company cedes a portion of newly issued policies to the reinsurer
GLWB	Guaranteed living withdrawal benefits
GMDB	Guaranteed minimum death benefits
IID	Iowa Insurance Division
IMO	Independent marketing organization
IMR	Interest maintenance reserve, which is a reserve required by statutory accounting principles to accumulate realized gains and losses resulting from fluctuations in interest rates

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ATHENE HOLDING LTD.

Invested assets	The sum of (a) total investments on the consolidated balance sheet with AFS securities at amortized cost, excluding derivatives, (b) cash and cash equivalents and restricted cash, (c) investments in related parties, (d) accrued investment income, (e) the consolidated VIE assets, liabilities and noncontrolling interest and (f) policy loans ceded (which offset the direct policy loans in total investments). Invested assets also excludes assets associated with funds withheld liabilities related to business exited through reinsurance agreements and derivative collateral (offsetting the related cash positions).
Investment margin	Investment margin applies to deferred annuities and is the excess of our net investment earned rate over the cost of crediting to our policyholders
IRIS	Insurance Regulatory Information System
LIMRA	Life Insurance and Market Research Association
MCR	Minimum capital requirements
MMS	Minimum margin of solvency
MVA	Market value adjustment
NAIC	National Association of Insurance Commissioners
Net investment earned rate	Income from our invested assets divided by the average invested assets for the relevant period.
NYSDFS	New York State Department of Financial Services
OTTI	Other-than-temporary-impairment
Payout annuities	Consist primarily of SPIAs, supplemental contracts and structured settlements
Policy loan	A loan to a policyholder under the terms of, and which is secured by, a policyholder's policy
RBC	Risk-based capital
Reserve liabilities	The sum of (a) interest sensitive contract liabilities, (b) future policy benefits, (c) dividends payable to policyholders, and (d) other policy claims and benefits, offset by reinsurance recoverables, excluding policy loans ceded. Reserve liabilities also includes the reserves related to assumed modified coinsurance agreements in order to appropriately match the costs incurred in the consolidated statements of income with the liabilities. Reserve liabilities is net of the ceded liabilities to third-party reinsurers as the costs of the liabilities are passed to such reinsurers and therefore we have no net economic exposure to such liabilities, assuming our reinsurance counterparties perform under our agreements.
RMBS	Residential mortgage-backed securities, generally included in the fixed maturity securities in "Management's Discussion and Analysis of Financial Condition and Results of Operations"
RML	Residential mortgage loans, generally included in the mortgage loans, net of allowances in "Management's Discussion and Analysis of Financial Condition and Results of Operations"
Sales	All money paid into an individual annuity, including money paid into new contracts with initial purchase occurring in the specified period and existing contracts with initial purchase occurring prior to the specified period (excluding internal transfers)
SPIA	Single premium immediate annuity
Surplus assets	Assets in excess of policyholder obligations
TAC	Total adjusted capital as defined by the model created by the NAIC
U.S. RBC Ratio	The CAL RBC ratio for AADE, our parent U.S. insurance company
VIE	Variable interest entity
VOBA	Value of business acquired

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Yield

Investment yields are based on underwritten projections at the time of purchase. Yields on floating rate investments are based on the forward interest rate curve for similar maturity at the time of purchase

Through and including _____, 2016 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Shares



Class A Common Shares

PROSPECTUS

Goldman, Sachs & Co.

Barclays

Citigroup

Wells Fargo Securities

BofA Merrill Lynch

BMO Capital Markets

Credit Suisse

Deutsche Bank Securities

J.P. Morgan

Morgan Stanley

RBC Capital Markets

BNP PARIBAS

BTIG

Evercore ISI

SunTrust Robinson Humphrey

UBS Investment Bank

Apollo Global Securities

Dowling & Partners Securities LLC

Keefe, Bruyette & Woods

A Stifel Company

Lazard

Raymond James

Rothschild

Sandler O'Neill + Partners, L.P.

The Williams Capital Group, L.P.

, 2016

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than the underwriting discount, payable in connection with the sale and distribution of the securities being registered. All amounts are estimated except the SEC registration fee, the FINRA filing fee and the NYSE listing fee. All the expenses below will be paid by us.

	Amount to be paid
SEC registration fee	\$10,070.00
FINRA filing fee	15,500.00
NYSE listing fee	*
Legal fees and expenses	*
Accounting fees and expenses	*
Printing and engraving expenses	*
Blue sky fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous fees and expenses	*
Total	<u>\$</u> *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

Our bye-laws provide that our directors will not be liable for monetary damages for breach of fiduciary duty.

Our bye-laws provide that we will indemnify our directors and officers. Our bye-laws provide for the indemnification of officers and directors acting on our behalf if the director or officer acted in good faith and in a manner reasonably believed to be in and not opposed to our best interest, and, with respect to any criminal action or proceeding, the indemnified party had no reason to believe his or her conduct was unlawful. Our directors and officers will not be indemnified by us if they seek indemnification from us for any acts or omissions in their capacity as directors or officers of AAM.

We have entered into indemnification agreements with each of our executive officers and directors, in addition to the indemnification provided for in our charter documents, and we intend to enter into indemnification agreements with any new directors and executive officers in the future. The indemnification agreements provide that we will indemnify our directors and officers or any person appointed to any committee by the board of directors acting in their capacity as such for any loss arising or liability attaching to them by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to us other than in respect of such person's own bad faith, fraud or dishonesty. However, we are required to indemnify our directors and officers in any proceeding in which they are successful. The indemnification agreements are limited to those payments that are lawful under Bermuda law.

We have purchased and intend to maintain insurance on behalf of us and any person who is or was a director or officer against any loss arising from any claim asserted against him or her and incurred by him or her in that capacity, subject to certain exclusions and limits of the amount of coverage.

The Underwriting Agreement filed as Exhibit 1.1 to this registration statement will provide for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act or otherwise.

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Item 15. Recent Sales of Unregistered Securities

During the three years preceding the date of this filing, we issued the following equity instruments to our employees and employees of Athene Asset Management, L.P. (“AAM”) in connection with our equity and long-term incentive plans: 260,846 Class A common shares, 3,390,000 Class M-3 common shares, 5,722,683 Class M-4 and M-4 Prime common shares, 524,959 RSUs and 470,644 options.

During the three years preceding the date of this filing, we issued 42,207 Class A common shares to members of our board of directors as compensation for their board service.

On April 4, 2014, April 21, 2014 and April 2, 2015, we entered into subscription agreements with third-party institutional investors as well as individuals who are employed by, or are directors of, Athene Holding Ltd. (“AHL”), its subsidiaries, or AAM, a subsidiary of Apollo Global Management, LLC (“Apollo”), for aggregate primary equity commitments of approximately \$1.4 billion for approximately 43.5 million Class A common shares and approximately 8.7 million Class B common shares of AHL. The capital commitments were subsequently settled with the issuance of 42,119,768 Class A common shares and 10,115,384 Class B common shares. As of August 31, 2016, there are no equity commitments outstanding.

On April 21, 2014, we also issued and sold to certain of our employees, directors and affiliates, 3,693,730 fully-paid Class A common shares for approximately \$49.7 million.

On September 29, 2014, we issued 3,808,626 Class B common shares to AAA Guarantor–Athene, L.P. (the “AAA Investor”) in satisfaction of our note payable to the AAA Investor, which arose in connection with the AAA Investor’s contribution of certain investment assets to us in October 2012.

On March 27, 2015, we issued and sold 563,968 Class M-4 common shares and 19,300 M-4 restricted stock units (“RSUs”) to AAM for approximately \$1.3 million.

On March 14, 2016, we issued and sold an aggregate of 20,750 Class M-4 Prime common shares and 2,500 Class M-4 Prime RSUs to AAM for approximately \$0.2 million.

Throughout 2014 and on April 2, 2015, we issued and sold an aggregate of 13,738,736 Class B common shares to Apollo in settlement of the Transaction Advisory Services Agreement.

Throughout 2015 and 2016, we also issued and sold to certain of our employees fully-paid Class A common shares as follows: (1) on September 28, 2015, 359,325 shares for approximately \$10 million, (2) on October 15, 2015, 17,965 shares for approximately \$500,000, (3) on November 9, 2015, 65,000 shares for approximately \$1.8 million, (4) on November 24, 2015, 300 shares for approximately \$10,000, (5) on February 19, 2016, approximately 23,000 shares for approximately \$650,000 and (6) on August 16, 2016, 4,120 shares for approximately \$150,000.

No underwriters were involved in the foregoing sales of securities.

The sales and issuances described above were effected in reliance on the exemptions for sales of securities not involving a public offering, as set forth in Rule 506 promulgated under the Securities Act and in Section 4(a)(2) of the Securities Act, based on the following: (1) the investors confirmed to us that they were either “accredited investors,” as defined in Rule 501 of Regulation D promulgated under the Securities Act or had such background, education and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the securities; (2) the investors acknowledged that all securities being purchased were “restricted securities” for purposes of the Securities Act, and agreed to transfer such securities only in a transaction registered under the Securities Act or exempt from registration under the Securities Act; and (3) a legend was placed on the certificates representing each such security stating that it was restricted and could only be transferred if subsequently registered under the Securities Act or transferred in a transaction exempt from registration under the Securities Act.

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Item 16. Exhibits Index

- (a) Exhibits.

The exhibit index attached hereto is incorporated herein by reference.

- (b) Financial Statement Schedules.

<u>Number</u>	<u>Description</u>	
Schedule I	Summary of Investments - Other Than Investments in Related Parties	F-104
Schedule II	Condensed Financial Information of Registrant	F-105
Schedule III	Supplementary Insurance Information	F-110
Schedule IV	Reinsurance	F-111
Schedule V	Valuation and Qualifying Accounts	F-112

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby further undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus as filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended (the "Securities Act"), the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Pembroke, Bermuda, on the 25th day of October, 2016.

ATHENE HOLDING LTD.

By: /s/ Martin P. Klein

Martin P. Klein
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints James R. Belardi, the Company's Chief Executive Officer, and Martin P. Klein, the Company's Chief Financial Officer, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) hereto and any registration statements relating to the offering contemplated hereby filed pursuant to Rule 462(b) of the Securities Act, and any and all amendments (including post-effective amendments) thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full right, power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or any of his, her or their substitute or substitutes, may lawfully have done or may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated below as of October 25, 2016:

Signature	Title	Date
<u>/s/ *</u> James R. Belardi	Chairman and Chief Executive Officer (Principal Executive Officer)	October 25, 2016
<u>/s/ Martin P. Klein</u> Martin P. Klein	Chief Financial Officer (Principal Financial Officer)	October 25, 2016
<u>/s/ *</u> William Eckert	Controller (Principal Accounting Officer)	October 25, 2016
<u>/s/ *</u> Marc Beilinson	Director	October 25, 2016
<u>/s/ *</u> Robert Borden	Director	October 25, 2016

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ *</u> Mark Cutis	Director	October 25, 2016
<u>/s/ *</u> Ahmed Ghubash	Director	October 25, 2016
<u>/s/ *</u> Gernot Lohr	Director	October 25, 2016
<u>/s/ *</u> Matthew R. Michellini	Director	October 25, 2016
<u>/s/ *</u> Jerome Mourgue d'Algue	Director	October 25, 2016
<u>/s/ *</u> Manfred Puffer	Director	October 25, 2016
<u>/s/ *</u> Marc Rowan	Director	October 25, 2016
<u>/s/ *</u> Lawrence J. Ruisi	Director	October 25, 2016
<u>/s/ *</u> Imran Siddiqui	Director	October 25, 2016
<u>/s/ *</u> Hope Scheffler Taitz	Director	October 25, 2016
<u>/s/ Brian Leach</u> Brian Leach	Director	October 25, 2016
<u>/s/ H. Carl McCall</u> H. Carl McCall	Director	October 25, 2016
<u>/s/ Arthur Wrubel</u> Arthur Wrubel	Director	October 25, 2016

* By: /s/ Martin P. Klein
Martin P. Klein
Attorney-in-fact

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
1.1	Form of Underwriting Agreement*
2.1	Share Purchase and Transfer Agreement, dated as of January 14, 2015, among Delta Lloyd N.V., Blitz 14-164 GmbH and Athene Holding Ltd.
3.1	Certificate of Incorporation of Athene Holding Ltd. ⁽¹⁾
3.2	Memorandum of Association of Athene Holding Ltd. ⁽¹⁾
3.2.1	Form of Certificate of Deposit of Memorandum of Increase of Share Capital*
3.3	Eighth Amended and Restated Bye-laws of Athene Holding Ltd., dated as of October 14, 2015 ⁽¹⁾
4.1	Form of Athene Holding Ltd. Class A common share certificate*
4.2	Third Amended and Restated Registration Rights Agreement, dated as of April 4, 2014, among Athene Holding Ltd. and the shareholders party thereto
4.3	First Amendment to Third Amended and Restated Registration Rights Agreement, dated as of October 6, 2015, among Athene Holding Ltd. and the shareholders party thereto
5.1	Opinion of Conyers Dill & Pearman Limited*
8.1	Opinion of Sidley Austin LLP*
10.1	Commitment Letter, dated as of February 26, 2016, from Athene USA Corporation to Apollo Commercial Real Estate Finance, Inc.
10.2	Asset Purchase and Sale Agreement, dated as of February 26, 2016, among Athene Annuity and Life Company, Athene Annuity & Life Assurance Company and Apollo Commercial Real Estate Finance, Inc.
10.3	Stock Purchase Agreement, dated as of February 26, 2016, between Athene USA Corporation and Apollo Commercial Real Estate Finance, Inc.
10.4.1	Shared Services and Cost Sharing Agreement, dated as of October 2, 2013, among Athene Holding Ltd., Athene USA Corporation, Athene Life Re Ltd., Athene Annuity & Life Assurance Company, Athene Life Insurance Company, Investors Insurance Corporation, Aviva Life and Annuity Company (now known as Athene Annuity and Life Company), Structured Annuity Reinsurance Company, Aviva Re USA IV, Inc. (now known as Athene Re USA IV, Inc.) and Athene Asset Management LLC
10.4.2	Amendment One to Shared Services and Cost Sharing Agreement, effective as of October 2, 2013, among Athene Holding Ltd., Athene USA Corporation, Athene Life Re Ltd., Athene Annuity & Life Assurance Company, Athene Life Insurance Company, Athene Annuity & Life Assurance Company (as successor by merger of Investors Insurance Corporation), Aviva Life and Annuity Company (now known as Athene Annuity and Life Company), Structured Annuity Reinsurance Company, Aviva Re USA IV, Inc. (now known as Athene Re USA IV, Inc.) and Athene Asset Management LLC
10.4.3	Shared Services and Cost Sharing Agreement, dated as of October 2, 2013, among Athene Holding Ltd., Athene USA Corporation, Athene Life Re Ltd., Athene Annuity & Life Assurance Company, Aviva Life and Annuity Company (now known as Athene Annuity and Life Company), Athene Asset Management LLC, Presidential Life Insurance Company (now known as Athene Annuity & Life Assurance Company of New York) and Aviva Life and Annuity Company of New York (now known as Athene Life Insurance Company of New York)
10.4.4	Amendment One to Shared Services and Cost Sharing Agreement, effective as of October 2, 2013, among Athene Holding Ltd., Athene USA Corporation, Athene Life Re Ltd., Athene Annuity & Life Assurance Company, Aviva Life and Annuity Company (now known as Athene Annuity and Life Company), Athene Asset Management LLC, Athene Annuity & Life Assurance Company of New York (formerly known as Presidential Life Insurance Company) and Aviva Life and Annuity Company of New York (now known as Athene Life Insurance Company of New York)

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<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.5	Credit Agreement, dated as of January 22, 2016, among Athene Holding Ltd., Athene Life Re Ltd. and Athene USA Corporation, as Borrowers, the lenders from time to time party thereto, and Citibank, N.A., as Administrative Agent
10.6	Guaranty, dated as of January 22, 2016, among Athene Holding Ltd., Athene Life Re Ltd. and Athene USA Corporation, as Guarantors, and Citibank, N.A., as Administrative Agent
10.7.1	Fourth Amended and Restated Fee Agreement, dated as of August 31, 2016, between Athene Asset Management, L.P. and Athene Holding Ltd.
10.7.2	Applicable 2016 Liability Fee Discount, effective as of September 30, 2016, between Athene Asset Management, L.P. and Athene Holding Ltd.
10.8	Services Agreement, dated as of March 1, 2016, among Apollo Asset Management Europe LLP, Apollo Management International LLP and Athene Deutschland Holding GmbH & Co.
10.9	Amended and Restated Coinsurance Agreement, dated as of July 31, 2015, between Athene Life Insurance Company of New York and First Allmerica Financial Life Insurance Company (regarding certain term and universal life policies)
10.10	Coinsurance and Assumption Agreement, dated as of October 1, 2013, between Aviva Life and Annuity Company (now known as Athene Annuity and Life Company) and Presidential Life Insurance Company – USA (now known as Accordia Life and Annuity Insurance Company)
10.11	Amended and Restated Coinsurance and Assumption Agreement, dated as of July 31, 2015, between Athene Life Insurance Company of New York and First Allmerica Financial Life Insurance Company (regarding certain policies described therein)
10.12	Amended and Restated Coinsurance Agreement, dated as of December 28, 2015, between Athene Annuity and Life Company and Accordia Life and Annuity Company (formerly known as Presidential Life Insurance Company—USA) (regarding the ILICO closed block)
10.13	Funds Withheld Coinsurance Agreement, dated as of October 1, 2013, between Aviva Life and Annuity Company of New York (now known as Athene Life Insurance Company of New York) and First Allmerica Financial Life Insurance Company (regarding certain term and universal life policies)
10.14	Coinsurance Agreement, dated as of April 29, 2011, between Liberty Life Insurance Company (now known as Athene Annuity & Life Assurance Company) and Protective Life Insurance Company
10.15.1	Employment Agreement, dated as of February 27, 2013, between Athene Holding Ltd. and James R. Belardi
10.15.2	Employment Agreement, dated as of September 7, 2015, between Athene Holding Ltd. and William J. Wheeler
10.15.3	Employment Agreement, dated as of October 12, 2015, between Athene Holding Ltd. and Martin P. Klein
10.15.4	Employment Agreement, dated as of April 26, 2016, between Athene Holding Ltd. and Grant Kvalheim
10.16.1	Amended and Restated Athene Holding Ltd. 2009 Share Incentive Plan
10.16.2	Amended and Restated Athene Holding Ltd. 2012 Share Incentive Plan
10.16.3	Athene Holding Ltd. 2014 Share Incentive Plan
10.16.4	Amendment No. 1 to 2014 Share Incentive Plan
10.16.5	Athene Holding Ltd. 2016 Share Incentive Plan
10.17	Form of Amended and Restated Restricted Share Award Agreement (Class M-1 common shares)
10.18	Form of Amended and Restated Restricted Share Award Agreement (Class M-2 common shares)
10.19	Form of Amended and Restated Restricted Share Award Agreement (Class M-3 common shares)
10.20	Form of Restricted Share Award Agreement (Class M-4 common shares)*

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<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.21	Form of Restricted Share Unit Award Agreement (similar to Class M-4 common shares)*
10.22	Form of Restricted Share Award Agreement (Class M-4 Prime common shares)*
10.23	Form of Restricted Share Unit Award Agreement (similar to Class M-4 Prime common shares)*
10.24	Form of Amended and Restated Class A Share Award Agreement (Class A common shares issued at \$13.46 per share)*
10.25	Form of Restricted Share Award Agreement (Class A common shares)*
10.26	Form of Class A Share Award Agreement (Class A common shares issued at fair market value)*
10.27	Form of Nonqualified Stock Option Award Notice and Nonqualified Stock Option Agreement
10.28	Form of Restricted Share Unit Award Notice (Performance-Based Vesting) and Restricted Share Unit Award Agreement
10.29	Form of Restricted Share Unit Award Notice (Time-Based Vesting) and Restricted Share Unit Award Agreement
10.30	Form of Amended and Restated Restricted Share Award Agreement (2014 awards to certain non-employee directors)*
10.31	Form of Restricted Share Award Agreement (2015 awards to certain non-employee directors)*
10.32	Form of Director Retention Letter
10.33	Supplemental Executive Retirement Plan
10.34	Separation Agreement and General Release, dated as of May 20, 2015, between Athene Holding Ltd. and Brenda Cushing
10.35	Separation Agreement and General Release, dated as of June 21, 2016, between Athene Holding Ltd. and Stephen E. Cernich
10.36	Letter Agreement, dated as of April 4, 2014, among Athene Holding Ltd., Apollo Global Management, LLC, Procific and AHL 2014 Investor, L.P.
10.37	Letter Agreement, dated as of December 4, 2012, among Athene Holding Ltd., Apollo Global Management, LLC and Procific
10.38.1	Purchase Agreement, dated as of December 31, 2015, between Athene Holding Ltd. and Athene Asset Management, L.P.
10.38.2	Purchase Agreement, dated as of December 31, 2014, between Athene Holding Ltd. and Athene Asset Management, L.P.
10.39.1	Amended and Restated Master Sub-Advisory Agreement, dated as of April 1, 2014, among Athene Asset Management L.P., Apollo Capital Management, L.P., Apollo Global Real Estate Management, L.P., ARM Manager LLC, Apollo Longevity, LLC and Apollo Emerging Markets, LLC
10.39.2	Master Sub-Advisory Agreement Addendum One, dated as of November 24, 2015, between Athene Asset Management L.P. and Apollo Emerging Markets, LLC
10.39.3	Second Amended and Restated Master Sub-Advisory Agreement, dated as of April 1, 2014, among Athene Asset Management L.P., Apollo Capital Management, L.P., Apollo Global Real Estate Management, L.P., ARM Manager LLC, Apollo Longevity, LLC, Apollo Royalties Management, LLC and Apollo Emerging Markets, LLC
10.39.4	Master Sub-Advisory Agreement Addendum One, dated as of November 24, 2015, between Athene Asset Management L.P. and Apollo Emerging Markets, LLC

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<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.39.5	Second Amended and Restated Master Sub-Advisory Agreement, dated as of January 1, 2015, among Athene Asset Management L.P., Apollo Capital Management, L.P., Apollo Global Real Estate Management, L.P., ARM Manager LLC and Apollo Longevity, LLC
16.1	Change in Auditor Letter of PricewaterhouseCoopers Ltd.
21.1	Subsidiaries of the Registrant*
23.1.1	Consent of Conyers Dill & Pearman Limited (included in the opinion filed as Exhibit 5.1 hereto)*
23.1.2	Consent of Sidley Austin LLP*
23.2.1	Consent of PricewaterhouseCoopers LLP regarding Athene Holding Ltd. financial statements
23.2.2	Consent of PricewaterhouseCoopers Ltd. regarding Athene Holding Ltd. financial statements
23.2.3	Consent of PricewaterhouseCoopers LLP regarding Aviva USA Corporation financial statements
24.1	Power of Attorney ⁽¹⁾
24.2	Power of Attorney (included on signature page)
99.1	Form F-N ⁽¹⁾
99.2	Conflicts Committee Charter*

⁽¹⁾ Previously filed on May 9, 2016 as an exhibit to the Form S-1

* To be filed by amendment

Share Purchase and Transfer Agreement

- Project Blue -

14 January 2015

between

DELTA LLOYD N.V.

and

Blitz 14-164 GmbH

and

ATHENE HOLDING LTD. (Bermuda)

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Share Purchase and Transfer Agreement

between

- (1) **DELTA LLOYD N.V.**, a naamloze vennootschap incorporated under the laws of the Kingdom of the Netherlands, registered in the trade register of the Karner van Koophandel of Amsterdam under no. 33121461, with registered business address at Amstelplein 6, 1096 BC Amsterdam (the “**Vendor**”);
and
- (2) **Blitz 14-164 GmbH** (intended name change: Athene Germany GmbH), having its registered seat in Munich, registered in the commercial register of the local court of Munich under no. HRB 214744, with registered business address at Theresienhöhe 30, c/o Blitzstart Holding AG, 80339 München, Germany (the “**Purchaser**”);
and
- (3) **Athene Holding Ltd. (Bermuda)**, having its registered seat in Bermuda, docket # 42353 with the Registrar of Companies in the Islands of Bermuda, with business address at Chesney House, 1st Floor, 96 Pitts Bay Road, Pembroke, HM08 Bermuda, a Bermuda exempted company limited by shares, incorporated under the laws of Bermuda (the “**Guarantor**”).

Preamble

- (A) The Vendor is the sole shareholder of Delta Lloyd Deutschland AG, Abraham-Lincoln-Park 1, 65189 Wiesbaden, a stock corporation (*Aktiengesellschaft*), incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) of Wiesbaden under no. HRB 12644 (the “**Company**”). The Company has a nominal capital (*Grundkapital*) of EUR 80,000,000.00 (in words: Euro eighty million) divided into 80,000,000 (in words: eighty million) registered non-par-value shares (*auf den Namen lautende Stückaktien*). The Vendor holds all 80,000,000 shares in the Company (the “**Shares**”). Prior to Closing Date (as defined below), the Shares will be embodied (*verbrieft*) in a global share certificate (*Globalurkunde*) (“**Share Certificate**”).
- (B) The Company is the holding company of the German insurance business of Delta-Lloyd-Group and holds shares in the following companies (together “**Subsidiaries**” and together with the Company, the “**Target Group**” or the “**Target Companies**” and each a “**Target Company**”):

- (1) all issued registered non-par value shares (*auf den Namen lautende Stückaktien*) in Delta Lloyd Lebensversicherung AG (“**DLL**”), registered in the commercial register of the local court (*Amtsgericht*) of Wiesbaden under HRB 2145;
 - (2) all issued registered non-par value shares (*auf den Namen lautende Stückaktien*) in Hamburger Lebensversicherung AG (“**HLV**”), registered in the commercial register of the local court of Wiesbaden under HRB 11561;
 - (3) all issued registered par-value shares (*auf den Namen lautende Nennbetragsaktien*) in Delta Lloyd Pensionskasse AG (“**DLP**”), registered in the commercial register of the local court (*Amtsgericht*) of Wiesbaden under HRB 20747;
 - (4) all shares in Delta Lloyd Anlagemanagement GmbH (“**DLA**”), registered in the commercial register of the local court (*Amtsgericht*) of Wiesbaden under HRB 10157;
 - (5) 117 shares in Delta Lloyd Real Estate Management Company S.à r.l., *associée à responsabilité limitée*, governed by the laws of the Grand Duchy of Luxembourg, having a share capital of EUR 125,000.- and registered with the Luxembourg Register of Commerce and Companies under number B 112210 S (“**DLREF Management**”), being understood that the Company has sold and transferred prior to the date hereof to (i) the Vendor 7 shares and (ii) to DLA 1 share (in each case at a purchase price equal to the nominal value of the shares). The Company, the Vendor and DLA intend to enter into the shareholders’ agreement as annexed in **Schedule B (5)** latest at Closing.
- (C) The life-insurance business of the Company and its subsidiaries is currently run as a “run-off” business, meaning that since mid 2010 (i) except for a limited number of new policies distributed on joint account (*Konsortialgeschäft*), no new life-insurance business has been actively generated, (ii) contracts with distribution partners have been terminated and (iii) the number of employees has been reduced.
- (D) The Vendor has granted a subordinated shareholder loan (*nachrangiges Gesellschafterdarlehen*) to the Company at the terms and conditions set forth in the respective loan agreement between the Vendor and the Company and at an interest rate of 10% p.a. that is outstanding in the aggregate amount of EUR 7,000,000.00 plus accrued interests (the “**Vendor Loan Agreement I**”). The Vendor has under a current account (*Verrechnungskonto*) granted a loan to the Company at the terms and conditions agreed between the Vendor and the Company at an interest rate of 4% p.a. that is outstanding in the aggregate amount of EUR 36,369,432 (as of October 31, 2014) plus accrued interest since October 31, 2014 and subject to further increases or decreases of the nominal amount due to amounts charged by the Company or by the Vendor, as the case may be, (the “**Vendor Loan Agreement II**”, together with the Vendor Loan Agreement I, the “**Vendor Loan Agreements**”).

- (E) The Purchaser is a shelf company acquired by an Affiliate of the Guarantor prior to signing of this Agreement. The total share capital and voting rights of the Purchaser are indirectly fully held by the Guarantor.
- (F) The Guarantor is the ultimate controlling indirect shareholder of the Purchaser and shall guarantee the performance of the obligations of the Purchaser as set forth in Clause 17 of this Agreement.
- (G) The Vendor intends to sell and transfer the Shares in the Company and the Vendor Loan Agreements to the Purchaser according to the terms and conditions set forth in this Agreement. The Purchaser intends to purchase and acquire the Shares and the Vendor Loan Agreements in the Company for the consideration and subject to the terms and conditions set forth in this Agreement.
- (H) Therefore, the Vendor, the Purchaser (together the “Parties”, each a “Party”) and the Guarantor agree as follows:

1. Definitions

Defined terms have the meaning as ascribed or referenced to them in **Schedule 1**.

2. Sale of Shares and Vendor Loan Agreements

2.1 Shares

2.1.1 Subject to the terms and conditions set forth in this share sale and purchase agreement including all Schedules hereto (the “**Agreement**”), the Vendor hereby sells (*verkauft*) the Shares to the Purchaser.

2.1.2 Ancillary Rights

The sale and transfer of the Shares shall include all rights and obligations attached to the Shares, including the rights to any profits of the Company for the past and the current business year and the rights to any undistributed or unallocated profits of the Company attributed to any previous business year.

2.2 Purchaser’s Acceptance

The Purchaser hereby accepts the sale provided for in Clause 2.1 (*Shares*).

2.3 Vendor Loan Agreements

Subject to the terms and conditions set forth in this Agreement, the Vendor hereby sells (*verkauft*) the Vendor Loan Agreements to the Purchaser with all rights and obligations of the Vendor under the Vendor Loan Agreements with economic effect as of the Closing Date. The Purchaser hereby accepts the sale.

3. Corporate Consent

3.1 Consent of the Company

According to section 3 para. (2) of the articles of association (*Satzung*) of the Company the transfer of the Shares is subject to the consent of the Company represented by the management board (*Vorstand*) based on a corresponding resolution of the supervisory board (*Aufsichtsrat*). A copy of the resolution of the supervisory board (*Aufsichtsrat*) with its consent and a copy of the consent of the Company (represented by the management board (*Vorstand*)) are attached hereto as **Schedule 3.1**.

3.2 Consent by the Company regarding the assignment of Vendor Loan Agreements

The Company represented by its management board (*Vorstand*) has granted its prior consent to the sale and assignment of the Vendor Loan Agreements. A copy of the resolution of the management board (*Vorstand*) is attached hereto as **Schedule 3.2**.

4. Closing

4.1 Closing, Closing Date

4.1.1 Closing (the “**Closing**”) will take place at the offices of Gleiss Lutz, Taunusanlage 11, 60329 Frankfurt am Main, Germany, at 10 a.m. CE[S]T on the first Business Day of the month that follows the month in which the Closing Conditions referred to in Clauses 7.1 and 7.2 (the “**Closing Conditions**”) have either been fulfilled or duly waived, provided, however, that the Closing Conditions have either been fulfilled or duly waived prior to or on the fifth Business Day before the end of such month, or otherwise on the first Business Day of the month following the month in which the Closing Conditions have been timely met or at such other place and/or time as the Vendor and the Purchaser mutually agree in writing (the date on which the Closing occurs the “**Closing Date**”). Should the Closing Date be June 1, 2015 or September 1, 2015, the Purchaser can request the Vendor to consent the delay of Closing by one month to July 1, 2015 or October 1, 2015 respectively, such consent not to be unreasonably withheld.

- 4.1.2 At Closing,
- a) the Purchaser shall pay the Purchase Price (as defined in Clause 5.1) to the Vendor's Bank Account (as defined in Clause 5.2);
 - b) the Vendor shall transfer title to the Shares to the Purchaser in accordance with section 68 German Stock Corporation Act (*Aktiengesetz* – “**AktG**”), Art. 11 et seq. Bills of Exchange Act (*Wechselgesetz* – “**WG**”) by endorsement (*Indossament*) and assignment (*Übereignung*) of the ownership (*Eigentum*) regarding the Share Certificate with respect to the Shares according to section 929 German Civil Code (*Bürgerliches Gesetzbuch* – “**BGB**”);
 - c) the Vendor shall transfer and assign the Vendor Loan Agreements to the Purchaser with all rights and obligations of the Vendor under the Vendor Loan Agreements with effect as of the Closing Date to the Purchaser in accordance with transfer agreements substantially in the form as set out in **Schedule 4.1.2c**);
 - d) the Vendor will hand over the resignation letters as provided for in Clause 15.5.2 a) to the respective management boards; and
 - e) the Vendor will produce evidence that the covenant under Clause 9.7 is fulfilled.

All actions taken under this Clause 4.1.2 (the “**Closing Actions**”) shall be taken simultaneously and reciprocally (*Zug-um-Zug*).

4.2 Waiver of Closing Actions

- 4.2.1 The Vendor is entitled to waive the Closing Action set forth in Clause 4.1.2 a) in whole or in part at any time prior to the occurrence of Closing by written notice to the Purchaser.
- 4.2.2 The Purchaser and the Vendor are entitled to jointly waive the Closing Action set forth in Clause 4.1.2 b) in whole or in part at any time prior to the occurrence of Closing by signing a joint written confirmation.
- 4.2.3 The waiver will have the effect of eliminating the requirement that the relevant Closing Action must be performed at Closing and will not limit or prejudice any rights or claims any Party may have due to the non-performance of any Closing Action.

4.3 Closing Memorandum

- 4.3.1 After all Closing Actions have been performed or waived, the Vendor and the Purchaser will confirm in a written document to be jointly executed (at least in duplicate) substantially in the form of the draft attached as **Schedule 4.3.1** (the “**Closing Memorandum**”), that all Closing Actions have been performed or waived and that Closing is completed.

4.3.2 The executed Closing Memorandum will serve as evidence that Closing is completed. The execution of the Closing Memorandum will not limit or prejudice the rights of the Parties arising under or in connection with this Agreement or under applicable law. As a matter of precaution, the Vendor and the Purchaser shall waive, to the extent legally permissible, the satisfaction of the Closing Conditions in such Closing Memorandum.

5. Purchase Price, Payments

5.1 Purchase Price

At Closing, the Purchaser will pay to the Vendor

EUR 66,450,000.00

(in words: Euro sixty six million four hundred and fifty thousand) (the“**Purchase Price**”)

thereof:

- a) the nominal value of the aggregate outstanding amount plus accrued outstanding interest as of Closing Date under the Vendor Loan Agreement I,
 - b) the nominal value of the aggregate outstanding amount as of the Closing Date under the Vendor Loan Agreement II for all claims under the Vendor Loan Agreement II
- and
- c) the remainder for the Shares.

5.2 Payments

5.2.1 Any payments to be made under or in connection with this Agreement shall be made in Euro and by wire transfer in immediately available funds and free of any bank and other charges.

5.2.2 The Purchase Price shall be paid to the following bank account of the Vendor (the“**Vendor’s Bank Account**”):

Account Holder:	Delta Lloyd N.V.
Bank:	Kas Bank NV, Amsterdam
Swift:	KASANL2A
IBAN:	NL40KASA0223746886

5.2.3 Should the Purchaser fail to fully pay the Purchase Price due at Closing, the Purchaser shall be in default from Closing Date without further notice being required. Interest shall accrue on the unpaid due amount at a rate of five (5) percentage points (*Prozentpunkte*) above EURIBOR p.a. as from (and including) the Closing Date up to (and including) the date of actual payment. Any interest accruing pursuant to this Clause will be payable on the Vendor’s demand.

5.2.4 The Purchaser shall not be entitled to

- a) exercise any right to set-off or retention with respect to its payment obligations pursuant to this Clause 5 (*Purchase Price, Payments*); or
- b) refuse to perform any obligation it may have under or in connection with this Agreement on the grounds that it has a right of retention (*Zurückbehaltungsrecht*),

unless the rights or claims of the Purchaser have been acknowledged in writing by the Vendor or have been confirmed by final decision of a competent court (*Gericht*) or unless the Vendor has acknowledged in writing that a Leakage other than a Permitted Leakage has occurred after the date of this Agreement; Clause 5.2.3 applies accordingly for any overpayment in case leakage is not accepted as a reduction of purchase price but later confirmed in arbitration.

5.2.5 The Vendor shall not opt in favour of VAT in respect of the sale and transfer of the Shares, the Vendor Loan Agreements or any other transaction contemplated in this Agreement which is exempt from VAT but where the Vendor would be entitled to opt in favour of VAT.

6. No Leakage

6.1 Vendor’s Warranty and Undertaking

The Vendor:

6.1.1 guarantees by way of an independent promise of warranty (*selbständiges Garantieverprechen*) pursuant to section 311 BGB that between as of December, 31, 2013 and the date of this Agreement no Leakage other than a Permitted Leakage has occurred, and

6.1.2 undertakes to procure that between the date of this Agreement and Closing, unless otherwise provided in this Agreement, no Leakage other than a Permitted Leakage will occur.

6.2 Leakage, Permitted Leakage

6.2.1 “Leakage” shall mean any of the following actions or events other than a Permitted Leakage (as defined below):

- a) any dividend made or declared (whether in cash or in kind), or any return of capital (whether by reduction of capital or redemption or purchase of shares) paid or made to the Vendor Group;
- b) any payment or other value transfer as outlined below made or agreed to be made for the benefit of the Vendor Group (excluding any item to the extent it is for the benefit of the Target Group and thereby could be deemed to be an indirect transfer of value to the Vendor Group) (i) of any fees, charges or accruals (including management charges or fees of any nature, monitoring fees, transaction fees, appropriation of pro fit, costs, bonuses or other sums or payment of capital or interest) by any Target Company or by a Third Party on behalf of any Target Company resulting in a recourse of such Third Party against any Target Company, (ii) of any assets (including tangible and intangible assets) transferred to or liabilities assumed, indemnified, or incurred by any Target Company or by a Third Party on behalf of any Target Company resulting in a recourse of such Third Party against any Target Company; (iii) in respect of any share or other securities of any Target Company being redeemed, purchased or repaid, or (iv) any other return of capital;
- c) any bonus payment or benefit payable to any officer, director or employee of any Target Company or any of their respective dependents, as a result of completion of the sale of the Shares;
- d) the waiver, deferral or release, or agreement to grant a waiver, deferral or release, by any Target Company of any amount or receivable owed to that Target Company by the Vendor Group;
- e) any payment or commitment to pay any fees for advisors engaged by the Vendor Group in relation to the transactions contemplated in this Agreement;

-
- f) the payment of any fees or costs incurred or paid as a result of those matters set out in sub-Clauses (a) to (e) above, in each case made by a Target Company other than to the benefit of another Target Company or the Purchaser or any Affiliate of the Guarantor, and excluding any payments, commitments or other actions which are expressly required or provided for under this Agreement or remedied by Closing.

6.2.2 “Permitted Leakage” shall mean:

- a) any payment or performance made at the explicit request or with the consent of the Purchaser in writing,
- b) any payment or performance or transfer of receivables for which the relevant Target Company is adequately compensated,
- c) any payment required by the agreements or obligations (e.g. bonus payments) listed in **Schedule 6.2.2c**.

6.3 **Legal Consequences**

In the event of the incorrectness of the warranty pursuant to Clause 6.1.1 or a breach by the Vendor of the undertaking pursuant to Clause 6.1.2, the Vendor shall remedy or procure remediation of the respective Leakage as required in respect of the nature of such Leakage, i.e., by way of

- a) repayment in the event the Leakage consist in a payment,
- b) restitution (*Herausgabe*) or, to the extent restitution cannot be effected, compensation (*Wersatz*) in the event the Leakage consists in a delivery of assets,
- c) re-assumption of or, to the extent re-assumption cannot be effected, indemnification from, the relevant liabilities in the event that the Leakage consists in an assumption of liabilities,
- d) release of the relevant Target Companies from the commitments or similar liabilities constituting the Leakage, or
- e) otherwise as reasonable to compensate a Leakage.

7. Closing Conditions

The Vendor and the Purchaser shall only be obliged to effect the Closing if the following conditions set out in Clause 7.1 and Clause 7.2 have been fulfilled or waived.

7.1 Merger Control

The merger control clearance under the applicable European merger control rules, or under the applicable merger control rules of any European Union Member State, are obtained or are deemed to be obtained, e.g. because of the lapse of waiting periods or because jurisdiction has been declined.

7.2 No objection by BaFin

The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – “**BaFin**”) has not objected to the acquisition of the Shares by the Purchaser – qualifying as an acquisition of a significant holding (*bedeutende Beteiligung*) in the insurance companies of the Target Group – in the time period within which BaFin may prohibit the transactions contemplated by this Agreement according to applicable law, in particular section 104 of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz* – “**VAG**”).

7.3 Obligation to fulfil the Closing Conditions

7.3.1 The Vendor and the Purchaser shall cooperate with each other and provide each other with all documents, information and assistance necessary to fulfil the Closing Conditions.

7.3.2 The Purchaser shall be responsible for the process of the application for obtaining the merger control clearance according to Clause 7.1 (*Merger Control*) and BaFin-clearance according to Clause 7.2 (*No objection by BaFin*) and shall – subject to Clause 7.4 – take all actions legally required in order to procure that the Closing Conditions under Clause 7.1 (*Merger Control*) and Clause 7.2 (*No objection by BaFin*) are fulfilled as soon as possible and in any event prior to Cancellation Date. The Purchaser shall keep the Vendor fully informed. The Purchaser shall in particular

- a) as applicable, duly submit a substantially complete draft of the notification to the European Commission or submit a merger control filing required by any European Union Member State, without undue delay after the signing of the Agreement, in no event later than twenty (20) Business Days as from (and including) signing of the Agreement;
- b) duly file the necessary notifications with BaFin including statements in conformity with **Schedule 7.3.2b)** relating to the planned investment policy and an investment management agreement between DLL, DLP and HLV on the one hand and DLA on the other hand; and

- c) provide the Vendor with copies of all communication with the relevant authorities without undue delay (*unverzüglich*), provided that Purchaser may delete business secrets from such copies.

7.4 Clearance with obligations and conditions

Notwithstanding of Clause 7.3, if and to the extent the competent authorities grant clearance for the transactions contemplated in this Agreement only with obligations or conditions (*Auflagen oder Bedingungen*) or similar qualifications, commitments (*Zusagen*) or other agreements, the respective Closing Conditions shall not be deemed fulfilled unless the Vendor and the Purchaser expressly agree to comply with the conditions and/or obligations.

7.5 Notification of fulfilment of Closing Conditions

- 7.5.1 The Vendor and the Purchaser shall notify each other of the fulfilment of any Closing Condition without undue delay (*unverzüglich*) after obtaining knowledge thereof and shall provide each other with copies of the documents evidencing the fulfilment of such Closing Condition without undue delay (*unverzüglich*) after such documents have been obtained, provided that Purchaser may delete business secrets from such copies.
- 7.5.2 Save for restrictions under mandatory law (e.g. section 41 Abs. 1 GWB (*Gesetz gegen Wettbewerbsbeschränkungen*), Art. 7 Council Regulation (EC) No. 139/2004), the Vendor and Purchaser are entitled to jointly waive each Closing Condition set out under Clause 7.1 (*Merger Contra!*) and Clause 7.2 (*No objection by BaFin*) by notice in writing or telefax to the respective other Party expressly stating that the relevant Closing Condition shall be waived.
- 7.5.3 All Closing Conditions shall be deemed to be waived by the Parties, if the Purchaser fully paid the Purchase Price (plus any accrued interest thereon, if any) and the Vendor issued a payment confirmation without explicitly stating prior to or in the payment confirmation that, however, the Vendor is of the opinion that the Shares have not been duly transferred due to the fact that a Closing Condition has not been met.

8. Withdrawal

Each of the Vendor and Purchaser shall have the right to withdraw from this Agreement, if any of the Closing Conditions set out in Clause 7.1 (*Merger Contra!*) and Clause 7.2 (*No objection by BaFin*) has not been fulfilled prior to 9 months after the date of this Agreement (the "**Cancellation Date**") or if the Purchase Price (plus any interest as set forth in Clause 5.2.3, if any) is not duly paid on the Closing Date subject to the following terms:

8.1 Withdrawal right

8.1.1 Purchaser's withdrawal rights

Purchaser may withdraw (*zurücktreten*) from this Agreement,

- a) if not all of the Closing Conditions have been fulfilled or waived until Cancellation Date, provided, that the failure to timely fulfil the Closing Conditions is not caused by the Purchaser breaching its obligations set out in Clause 7.3 (*Obligation to fulfil the Closing Conditions*); or
- b) if BaFin or the competent merger authority finally (disregarding the possibility of a formal objection (*Widerspruch*) or a court proceeding against such disapproval) disapproves the transfer of the Shares contemplated in this Agreement, provided, that such disapproval is not caused by the Purchaser breaching its obligations in regard to the BaFin or merger control clearance set out in Clause 7.3 (*Obligation to fulfil the Closing Conditions*); or
- c) if the Vendor has not fulfilled its obligations to perform on the Closing Date.

8.1.2 Vendor's withdrawal rights

Vendor may withdraw (*zurücktreten*) from this Agreement,

- a) if not all of the Closing Conditions have been fulfilled or waived until Cancellation Date, provided, that the failure to timely fulfil the Closing Conditions is not caused by the Vendor breaching its obligations set out in Clause 7.3 (*Obligation to fulfil the Closing Conditions*); or
- b) if BaFin or the competent merger authority finally (disregarding the possibility of a formal objection (*Widerspruch*) or a court proceeding against such disapproval) disapproves the transfer of the Shares contemplated in this Agreement;
- c) if the Purchaser has not fulfilled its obligations to perform on the Closing Date.

8.2 Notice of Withdrawal

The withdrawal by the withdrawing Party becomes effective when the other Party receives a notice of withdrawal (*Rücktrittserklärung*).

8.3 **Consequences of Withdrawal**

8.3.1 Limitation of liability

If the Vendor and/or the Purchaser withdraws from this Agreement, such withdrawal shall be – as a general rule – without any liability of either Party (or any shareholder, director, officer, employee, agent, consultant, adviser or representative of the Parties). However, the limitation of liability set out in the preceding sentence shall not apply and the Parties shall be liable for

- a) wilful misconduct (*Vorsatz*); and/or
- b) violations of the obligations under Clause 7 (*Closing Conditions*); and/or
- c) with respect to the Purchaser, if the Purchaser rejects to perform the Closing on the Closing Date, and/or
- d) with respect to the Vendor, if the Vendor rejects to perform the Closing on the Closing Date.

8.3.2 Legal consequences

- a) Without prejudice (*unbeschadet*) to the foregoing, if the Vendor withdraws due to a breach of an obligation to be performed by the Purchaser, the Purchaser shall in particular reimburse to the Vendor all costs and expenses incurred by the Vendor in connection with the transaction and the auction process; however, all additional contractual or statutory rights of the Vendor shall remain unaffected. If the Purchaser withdraws due to a breach of an obligation to be performed by the Vendor, the Vendor shall in particular reimburse to the Purchaser all costs and expenses incurred by the Purchaser in connection with the transaction and the auction process; however, all additional contractual or statutory rights of the Purchaser shall remain unaffected. In the event that both Vendor and Purchaser are entitled to withdraw from this Agreement for the same underlying factual reasons no liability vice-versa shall exist.
- b) In case of a valid withdrawal, this Agreement shall be terminated and unwinded in accordance with sections 346 et seq. BGB; all rights and obligations under this Agreement shall cease to exist, except that Clauses 8.3 (*Consequences of Withdrawal*), 17 (*Guarantor for the Purchaser*), 18 (*Confidentiality*), 19 (*Notices and Communication*), 20 (*Costs and Expenses*) and 21 (*Miscellaneous*) shall survive and remain in full force and effect.

9. Vendor's Covenants

9.1 The Vendor's Obligation in Relation to the Conduct of Business

9.1.1 The Vendor shall between the date of this Agreement and Closing

- a) not adopt any shareholders' resolution of the Company regarding:
 - (1) the liquidation of the Company;
 - (2) any amendment to the articles of association of the Company;
 - (3) any transformation of the Company within the scope of the German Transformation Act (*Umwandlungsgesetz* – “**UmwG**”);
 - (4) the conclusion of any enterprise agreement within the meaning of sections 291, 292 AktG with the Company;
 - (5) the redemption (*Einziehung*) of any Shares;
 - (6) the appointment of new auditors;
 - (7) the declaration and/or payment of dividends by the Company;
- b) not sell, transfer, create any encumbrances on, or otherwise dispose over, any Shares, or grant any rights to purchase or otherwise become the legal or commercial owner of any Shares;
- c) not enter into any agreement or other transaction or arrangement with the Company or a Subsidiary; and
- d) not make any capital commitments (including any commitments having the effect of binding the Purchaser) against BaFin in relation to the Target Group.

9.1.2 Notwithstanding Clause 9.5 the Vendor shall use its influence as shareholder of the Company that between the date of this Agreement and Closing, the supervisory boards of the Target Companies exercise their rights such that:

- a) the relevant Target Companies carry on their business as a going concern in the ordinary and usual course and as carried out prior to the date of this Agreement, save in so far as agreed in writing by the Purchaser, such consent not to be unreasonably withheld or delayed;
- b) the Target Companies inform the Purchaser comprehensively and provide such documentation reasonably requested by the Purchaser to the extent allowed by law of any material discussions with: (i) any regulatory authority in relation to the Company's business; (ii) members of any insurance syndicate; (iii) the German Association of the Persons Insured (*Bund der Versicherten*); (iv) any Tax Authority; and (v) any consumer protection organisation or law firm acting on behalf of a number of the Company's policyholders, if the subject matter of such discussions could reasonably be expected to have a material effect on the Company's business taken as a whole.

9.1.3 The foregoing shall not apply if such measure is, in each case, expressly required by this Agreement, or with prior written consent by the Purchaser.

9.2 Further Covenants

The Vendor shall use its influence as shareholder of the Company that between the date of this Agreement and the Closing the respective Target Company implements the measures below:

- a) DLL, DLP and HLV shall enter into an investment management agreement with DLA – which should be subject to the condition precedent of the approval by BaFin and occurrence of Closing – within ten (10) Business Days (unless otherwise agreed between the Parties in view of BaFin’s requests regarding timing) after the initial filing in accordance with Clause 7.3.2b) substantially in the form attached hereto as **Schedule 9.2a)** which qualifies as an outsourcing contract within the meaning of section 5 para 3 no. 4 VAG and section 13 para 1a VAG (“**Investment Management Agreement**”). DLL, DLP and HLV shall file without undue delay thereafter such Investment Management Agreement with BaFin and shall give all reasonable declarations and all necessary actions – subject to the following sentence – to obtain BaFin’s non objection. The respective Target Company shall not give any declaration nor take any action relating to the approval of the Investment Management Agreement leading to an amendment of the Investment Management Agreement without prior written approval of the Purchaser. The respective Target Company shall keep the Purchaser fully informed of any communication with BaFin regarding the Investment Management Agreement.
- b) In due course after the relevant statutory annual accounts for the fiscal year 2014 have been audited and subject to the consent of BaFin, the Company shall formally initiate the merger process in order to merge HLV into DLL (the “DLL/HLV Merger Process”). For the avoidance of doubt, the Company shall start the internal preparation re the DLL/HLV Merger Process without undue delay after signing of this Agreement. DLL shall regularly inform and consult with the Purchaser about the status of the DLL/HLV Merger Process. Any BaFin communication in relation to the DLL/HLV Merger Process shall be in advance coordinated in good faith with the Purchaser. After having obtained the merger control clearance described in Clause 7.1 the Company shall not take any action relating to the DLL/HLV Merger Process without prior written consent of the Purchaser.

9.3 Rules of procedure for the management (*Geschäftsordnung für die Geschäftsführung*)

- a) The Vendor hereby covenants that the supervisory boards of the Company (indirectly covering also DLA and DLREF Management), DLL, HLV and DLP establish rules of procedure for their respective management as of the date of this Agreement as set forth in Schedule 9.3 (in German, together, limited to section 8, with an English convenience translation) and will grant their approval to business decisions as set forth in Section 8 of such rules of procedure (“RoP”) only after consultation with and prior consent of the Purchaser, such consent not to be unreasonably withheld or delayed. DLL, HLV and DLP shall send the revised rules of procedure as set forth in Schedule 9.3 to BaFin. Should BaFin reject any of the items listed in Section 8 of the RoP, the Vendor and Purchaser shall negotiate in good faith to reach agreement on amendments of the relevant sections of the RoP that come closest to the sections originally agreed to and which are acceptable to BaFin; the Vendor shall then use its influence as shareholder of the Company that the relevant supervisory boards adopt such amendments in due course.
- b) The Vendor hereby covenants that the management board members (*Vorstände*) of the Company, DLL, HLV and DLP will not take any of the business decisions listed in Section 8 of the RoP without the prior consent of the supervisory board of the respective Target Company, it being understood that any claims of the Purchaser under this Clause 9.3b) shall be subject (*aufschiebend bedingt*) to the effective assignment of any compensation claims the respective Target Company may have against the management board members in relation to the respective business decision (e.g. claims pursuant to § 93 AktG based on the non-compliance with the RoP). Clause 11.3.3b) shall apply accordingly to the benefit of the Vendor.

9.4 Sale of Bonds

9.4.1 DLL, HLV and DLP (“**Bondholders**”) are holding certain bonds as set forth in **Schedule 9.4.1a (“Bonds”)**. The Parties agree that under the current market environment the Bonds are threatened to decrease in value and that it might be advantageous to sell them. The Bondholders have also indicated that they share this view. The Vendor will therefore use its influence as indirect shareholder that the Bondholders will sell the Bonds as set out in further detail in Clause 9.4.2 below, provided that the Guarantor enters into

- (i) a facility agreement with the Company that is subject to a conditional repayment obligation as set forth in **Schedule 9.4.1.b** (the “**Facility Agreement**”) and

(ii) an option agreement with the Vendor set forth in Schedule 9.4.1.c (the “Option Agreement”).

9.4.2 The Vendor hereby agrees to use its influence as indirect shareholder that the Bondholders will sell the Bonds as follows:

- a) Bonds shall be sold in the order as set out in Schedule 9.4.1a up and until a net capital gain of EUR 35 million in aggregate for all Bondholders is realized through the sale of the Bonds; Bondholders shall start the sales process for those Bonds on the Business Day following this Agreement, being understood that it is realistic to complete the sale – based on current market conditions – within six weeks from signing of this Agreement.
- b) The Parties are aware that the sale of the Bonds is subject to the approval by the Trustee (*Treuhänder*) in accordance with Sec. 72 VAG and certain regulatory requirements, such as the necessity to replace the sold assets with other eligible and appropriate assets fulfilling the regulatory requirements as well as market developments (the “Reinvestment Assets”). The Parties are further aware that, under regulatory law, the Bondholders’ board of managing directors decides in its own discretion – subject to applicable consent requirements by the supervisory board – how to invest the Bondholder’s assets. The Vendor may, therefore, not be able to influence the Bondholders to sell the Bonds. The Vendor will keep the Purchaser updated on the activities relating to the sale of the Bonds on a weekly basis, among others by providing an updated Schedule 9.4.1a which indicates the Bonds sold (including the sale price, the brokerage commissions and the realized net capital gain) as well as obstacles that hinder the sale of the remaining Bonds and an ongoing list of the Reinvestment Assets (including the purchase price and brokerage commissions).
- c) The Vendor covenants to consult immediately with the Purchaser if any of the Bondholders incurs circumstances that delay or preclude them from selling some or all of the Bonds as specified above. In such case the Parties will in good faith negotiate to find a solution that comes closest to what the Parties intended or would have intended, would they have foreseen the reasons for the delay or the preclusion. The Purchaser has the right to request at any time in writing that the Vendor uses its influence as a shareholder to stop any of the Bondholders selling the Bonds.

9.4.3 At the date hereof, the Guarantor and the Company shall enter into the Facility Agreement and the Vendor and the Guarantor into the Option Agreement.

- 9.4.4 In order to ensure best execution during the sales process for the Bonds, the Vendor will, therefore, use its influence as indirect shareholder on the Bondholder, that:
- (i) Bondholders will only accept a commercially reasonable sale price for the Bonds, in particular take all reasonable steps to obtain the best possible result, take into account price, costs, speed, likelihood of execution and settlement, size, nature or any other considerations relevant to the sale of the Bonds; and
 - (ii) Bondholders will obtain firm bid quotations from market dealers in obligations of the same type as the relevant Bonds and will notify the Guarantor of the highest price obtained (“**Price Notification**”). If, following such Price Notification, the Guarantor provides the Bondholder with a firm, unconditional bid quotation (“**Bid Quotation**”) for the relevant Bonds that is equal to or higher than the highest price so obtained from other market dealers, Bondholder will sell such Bonds to the Guarantor on the basis of such Bid Quotation.

Any Price Notification has to be made in the English language within one hour after receipt of the price obtained by e-mail to Euro-sovs@athene.com with a copy to legal@athene.com and peter_paul_boon@deltalloyd.nl and to contain the following information: (i) bid prices, (ii) spread to relevant benchmark, if applicable, (iii) bid size and (iv) counterparty. Any Bid Quotation has to be made in the English language by e-mail to christof.goeldi@deltalloyd.de, heinz-juergen.roppertz@deltalloyd.de, herbert.leidl@deltalloyd.de and sven.wolters@deltalloyd.de with a copy to peter_paul_boon@deltalloyd.nl within two hours after receipt of the related Price Notification. The Bondholders and the Guarantor can – with the consent of the Vendor- agree jointly on an alternative procedure in the form as set forth in Clause 19.1.2, whereas the e-mails to the Guarantor shall be sent to the mail addresses set forth in the first sentence of this paragraph.

9.5 Exceptions to Obligations in Relation to the Conduct of Business

Nothing in Clause 9 shall operate so as to restrict or prevent Target Group:

- a) any matter reasonably undertaken in an emergency or disaster situation with the intention of minimizing any adverse effect thereof (and of which the Purchaser will be promptly notified);
- b) the completion or performance of any obligations undertaken pursuant to any contract or arrangement entered into prior to the date of this Agreement;

- c) the carrying out of any act or the undertaking of any matter necessary (in the reasonable belief of the Vendor or the relevant Target Company acting in good faith) in order to ensure compliance with applicable laws (the “**Regulatory Requirements**”) and, in respect of any such matter that is material, the Purchaser shall first be consulted in good faith as far in advance as is practicable in the circumstances;
- d) subject to Clause 9.1.1d) and – unless consented to by the Purchaser, such consent not to be unreasonably withheld – subject to Clause 9.3, any Target Company from committing to any regulatory authority or the German association of insurers (*Gesamtverband der deutschen Versicherungswirtschaft*) to carry out any act or undertake any matter and the carrying out of any act resulting from such commitment provided that, in respect of any such matter that has a material impact (i) on the business operation of any of the Target Companies or the Target Group, or (ii) on the future business activities of any of the Target Companies or the Target Group as intended by the Purchaser and as far as known by the Vendor, the Purchaser has first been consulted in good faith in relation to the substance of such commitment. As far as legally permissible the Vendor shall procure that the Purchaser can participate in such process (e.g. participation in meetings or negotiations with any regulatory authority or the German association of insurers); or
- e) any matter undertaken at the request of the Purchaser in writing.

9.6 Financial Agreements with Vendor Group

- 9.6.1 DLL has purchased under a note purchaser agreement dated May 26, 2014 between, amongst others, iArena BV as issuer and certain entities of the Vendor’s Group as sellers, notes in an nominal amount of EUR 100,000,000 (“**iArena Notes**”) at a purchase price equal to EUR 100,056,870 (the“**Original Purchase Price**”). The Vendor hereby grants to DLL the right, which shall be a right for the benefit of a third party (*Vertrag zu Gunsten Dritter*), to exercise a put option until 5 (five) Business Days after Closing Date requesting the purchase of all (and not only parts of the) iArena Notes by a notice issued in accordance to Clause 19.1.1. Upon the timely exercise of the put option the Vendor shall be obliged to purchase the iArena Notes and/or to effect their purchase by iArena BV and/or any other company of the Vendor Group within further 5 (five) Business Days after the receipt of the notice according to the preceding sentence. The purchase price for such purchase of the iArena Notes shall amount to the Original Purchase Price paid by DLL for the acquisition of the iArena Notes plus any interest accrued on the iArena Notes up until the date the purchase is effected and shall be payable as of such date.

9.6.2 The Vendor undertakes to settle not later than within 5 (five) Business Days after Closing the then outstanding amount (including interest accrued as of Closing) under the agreement on the purchase and assignment of claims relating to Janssen & Helbing as of October 4, 2007 (as of 31 August 2014 amounting to EUR 52,089,130 (including claims for advanced legal fees); interest of 5.72% p.a. by paying such amount to DLL and the Purchaser covenants that DLL will accept such settlement.

9.7 Shareholders Agreement

The Vendor covenants that the shareholders agreement mentioned in Preamble(B)(5) for DLREF Management will be properly executed latest as of Closing in the form as set forth in Schedule (B)(5) by all parties thereto.

10. Vendor's Representations

The Vendor hereby represents and warrants to the Purchaser by way of an independent guarantee (*selbstständiges Schuldversprechen*) that the statements set forth in this Clause 10 (*Vendor's Representation*) (together the "**Vendor's Representations**") are correct on the date of this Agreement, and to the extent as stated in this Agreement, as of Closing (except for Clause 10.6.1) which is correct as of the legally required date as further set forth in that Clause) subject to the following provisions:

- a) the Vendor's Representations which are made as at a specific date or for a specific time period shall be correct only as at such date or within such time period; and
- b) apart from the Vendor's Representations also given as of the Closing Date and as far as otherwise provided in Clause 10.6.1 g, none of the Vendor's Representations relates or shall be construed to relate to forward looking facts and/or circumstances; and
- c) if and to the extent that any of the Vendor's Representations is qualified as being "**to the Vendor's Best Knowledge**", such knowledge shall be imputed to the Vendor if, on the date of this Agreement, any of the following persons had after reasonable enquiries with management of the Company – or if not done so, being deemed as if the person would have done reasonable enquiries – actual knowledge (*positive Kenntnis*): Nita Kiliaan, René Smit and Peter Paul Boon (it being understood that reasonable enquiries by any of the aforementioned persons is sufficient, unless another of the aforementioned persons has specific knowledge with regard to a specific clause which a prudent businessman would have induced to perform further enquiries, provided that such further enquiries would have reasonably been expected to lead to actual knowledge); and

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- d) the Vendor's Representations are given only within the scope and subject to the requirements, limitations, rights and remedies of Clause 11 (*Remedies for Vendor's Breaches*) and Clause 12 (*General Exclusions and Limitations of Vendor's Liability*) which constitute an integral part of the Vendor's Representations, and not an exclusion or a limitation of liability within the meaning of sections 443 and 444 BGB; and
 - e) payments or other compensations for a Vendor's Breach to the Purchaser or a company of the Target Group shall, as far as legally possible, be treated as a reduction of the Purchase Price as between the Vendor and the Purchaser. and
 - f) in view of the foregoing provisions, the Vendor's Representations shall not constitute a guarantee of quality concerning a condition (*Beschaffheitsgarantie*) within the meaning of section 444 BGB, but a sui generis contractual liability regime (*vertragliches Haftungsregime sui generis*) to which sections 443 and 444 BGB shall not apply.
 - g) The Vendor's Representation set forth in Clauses 10.2.2. a and 10.3, a, c, i shall be deemed to be fundamental representations (**Fundamental Representations**).

10.1 Authorisation of Vendor

As of the date of this Agreement and as of Closing Date:

10.1.1 Due authorisation

The Vendor has the corporate power to validly execute and perform this Agreement and the transactions contemplated therein. No third party consents or authorizations, other than those expressly set forth in this Agreement, are necessary in connection with the execution and consummation of this Agreement.

10.1.2 Valid and binding obligations

This Agreement constitutes valid and binding obligations of the Vendor enforceable subject to the applicable laws and terms and conditions of this Agreement; subject, however, to merger clearance and BaFin- clearance, and entering into this Agreement does not conflict with the governing documents or existing agreements of the Vendor.

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- 10.1.3 No insolvency
The Vendor is not insolvent or subject to any insolvency proceedings. To the Vendor's Best Knowledge no circumstances exist that would require or justify the opening of such proceedings in respect of the assets of the Vendor.
- 10.1.4 No violation of laws
The execution of this Agreement by the Vendor does not violate any law or judgment binding on the Vendor which would hinder the Agreement or the transactions contemplated therein to become effective; subject, however, to merger clearance and BaFin-clearance.
- 10.1.5 No interference
No administrative proceedings are pending against or affecting the Vendor which hinder the effectiveness of the Agreement and no circumstances exist that could give rise to any of such administrative proceedings.
- 10.2 The Company and its Subsidiaries**
- 10.2.1 Participations held by the Company and its Subsidiaries
Except for
- a) participations or memberships in associations (e.g. *Gesamtverband der Deutschen Versicherungswirtschaft e. V.*), guarantee funds (e.g. *Protector Lebensversicherungs AG, Berlin; Sicherungsfonds* according to section 124 VAG) or similar institutions; and
 - b) the Subsidiaries,
- as of the date of this Agreement and as of Closing Date the Company does not and the Subsidiaries do not hold shares or participations in other companies with an entrepreneurial business objective; it being understood that participations held for the purpose of investing assets (*Vermögensanlage*) (whether as part of the tied assets (*gebundenes Vermögen*) according to section 54 VAG or the untied assets) of the Target Group (in particular Delta Lloyd Real Estate Fund FCP Luxembourg) and/or in which the Target Group holds only a minority participation shall not qualify as entrepreneurial participations.
- 10.2.2 Status of the Company and the Subsidiaries
- a) The information given in the Preamble under (A) and (B) is correct (as of the date of this Agreement and as of Closing Date).
 - b) As of the date of this Agreement and as of Closing Date, the Company and the Subsidiaries are duly registered under the laws of Germany except for DLREF Management which is duly registered under the laws of Luxembourg, and the Company and the Subsidiaries have the power and authority

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- (1) to own their assets under German law (or – with respect to DLREF Management – under Luxembourg law) and/or
 - (2) to carry on their respective business in essentially the same way as conducted on the date of this Agreement, however, subject to past and current dependency on capital contributions by the Vendor Group, and other financial assistance, which are listed in **Schedule 10.2.2b)(2)**.

10.2.3 Corporate Documents

- a) **Schedule 10.2.3a)** contains copies of a current extract from the commercial register of the Company and its Subsidiaries and the current articles of association of the Company and its Subsidiaries. As of the date of this Agreement and as of Closing Date no shareholders' resolution has been adopted to amend the articles of association as attached hereto and no applications to the commercial register are pending in respect to the Company or its Subsidiaries.
- b) As of the date of this Agreement and as of Closing Date, there have not been and are not any breaches by any Target Company of its articles of association (*Satzung*), it being understood that the termination of the active distribution of insurance policy is deemed to be no breach of the articles of association of DLL, HLV and DLP.
- c) As of the date of this Agreement and as of Closing Date and except as listed in **Schedule 10.2.3c)** all filings, publications, registrations and other formalities required in the last three years by applicable laws to be delivered or made by the Target Companies to the relevant registers have been duly delivered and no notice or allegation that any of them is incorrect or should be rectified has been received by any Target Company.
- d) As of the date of this Agreement and as of Closing Date the Company and the Subsidiaries are not a party to any of the following agreements which would entitle a Third Party to participate in the profits or revenues of the Company or a Subsidiary or to exercise control over the Company or a Subsidiary entered into with a Third Party: (i) profit and loss transfer and/or control agreements (*Ergebnisabführungs- und/oder Beherrschungsverträge*), (ii) other enterprise agreements (*andere Unternehmensverträge*) within the meaning of sections 291, 292 AktG, (iii) silent partnership agreements (*stille Gesellschaften*) which grant a silent partnership in the Company or a Subsidiary or (iv) similar agreements which would entitle a Third Party to participate in the profits or revenues of the Company or a Subsidiary or to exercise control over the Company or a Subsidiary.

10.2.4 No Insolvency

As of the date of this Agreement and as of Closing Date the Company and the Subsidiaries are not over-indebted (*überschuldet*) or unable to pay their debts (*zahlungsunfähig*) within the meaning of the German Insolvency Code (*Insolvenzordnung* – “**InsO**”) or subject to any insolvency proceeding; no circumstances exist that would require or justify the opening of such proceedings in respect of the assets of the Company or a Subsidiary.

10.3 Shares in Company and Subsidiaries

- a) The Vendor is the unrestricted legal and commercial owner of the Shares, and except for DLREF Management where the Company is the unrestricted legal and commercial owner of 117 shares only, the Company is the unrestricted legal and commercial owner of all shares in the Subsidiaries (as of the date of this Agreement and as of Closing Date).
- b) The Shares represent 100% of the issued and allotted share capital (*Grundkapital*) of the Company which is fully paid in (*eingezahlt*) and there is no liability to pay any additional contributions on the Shares (as of the date of this Agreement and as of Closing Date).
- c) The shareholdings of the Company in the Subsidiaries represent 100% or, in the case of DLREF Management directly and indirectly via DLA 94.4%, of the respective issued and allotted share capital of the Subsidiaries which is fully paid in (*eingezahlt*) and there is no liability to pay any additional contributions on the respective shares in the Subsidiaries (as of the date of this Agreement and as of Closing Date).
- d) The Shares and the shares held in the Subsidiaries are not subject to any of the following rights held by Third Parties (as of the date of this Agreement and as of Closing Date):
 - (1) pledges, encumbrances, statutory liens or third party rights;
 - (2) attachments (*Pfändungen*);
 - (3) trust arrangements (*Treuhandverhältnis*), silent partnerships (*stille Beteiligung*), sub-participations (*Unterbeteiligung*) or similar arrangements;
 - (4) sale, disposal, option or transfer agreements or pre-emptive rights;

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- (5) voting agreements;
 - (6) agreements obliging the Company or Subsidiaries to grant any of the rights specified in Subclauses 10.3d) (1) to 10.3d) (5) above;
or
 - (7) shareholders' resolutions providing for their redemption (*Einziehung*).
- e) The Shares and the shares in the Subsidiaries have been validly issued and the Vendor has the right to exercise all voting and other rights over the Shares (as of the date of this Agreement and as of Closing Date).
 - f) The Company was established by transformation of the legal form (*Formwechsel*) in full compliance with UmwG, in particular but not limited hereto, at the time of transformation of the legal form (*Formwechsel*) of the Company, the nominal share capital (*Grundkapital*) of the Company did not exceed the net assets (i.e. assets (*Vermögen*) minus liabilities (*Schulden*)) of the form-changing entity (*formwechselnder Rechtsträger*).
 - g) The Company and the Subsidiaries organized in the legal form of a stock corporation under German law (*Aktiengesellschaft*) have (as of the date of this Agreement and as of Closing Date) not issued any
 - (1) bonds (*Schuldverschreibungen*) providing for conversion rights (*Wandlungsrechte*) or subscription rights (*Bezugsrechte*) for the shares in the Company or a Subsidiary to any Third Party, or
 - (2) similar rights, entitlements or options (*Optionsrechte*) under option schemes for shares in the Company or the relevant Subsidiary to any Third Party.
 - h) The articles of association of the Company and the Subsidiaries organized in the legal form of a stock corporation under German law (*Aktiengesellschaft*) do not provide for a contingent capital (*Bedingtes Kapital*) and/or an authorised capital (*Genehmigtes Kapital*); and no general assembly (*Hauptversammlung*) of the Company respectively the relevant Subsidiary resolved upon a contingent capital (*Bedingtes Kapital*) and/or an authorised capital (*Genehmigtes Kapital*) (as of the date of this Agreement and as of Closing Date).
 - i) No options or rights exist which entitle any Third Party to have any future equity interests in the Company or a Subsidiary issued or transferred to it (as of the date of this Agreement and as of Closing Date).

10.4 Delta Lloyd Real Estate Fund, FCP Luxembourg

10.4.1 Authorisation of Delta Lloyd Real Estate Fund, FCP

As of the date of this Agreement and as of Closing Date:

- a) Delta Lloyd Real Estate Fund, FCP has been validly authorised by the Commission de Surveillance du Secteur Financier (“CSSF”) in Luxembourg pursuant to Luxembourg law and has been entered on the CSSF’s official list of specialised investment funds in accordance with the Luxembourg law of 13 February 2007 relating to specialised investment funds.
- b) The sub-fund “German Strategic Real Estate Investments” has been validly authorised by the CSSF in accordance with Luxembourg law and is the only sub-fund of Delta Lloyd Real Estate Fund, FCP.

10.4.2 Interest in Delta Lloyd Real Estate Fund, FCP – German Strategic Real Estate Investments

- a) The units in Delta Lloyd Real Estate Fund, FCP - German Strategic Real Estate Investments have been validly issued and fully paid in cash or in kind.
- b) DLL, DLP and HLV are the sole unrestricted legal and commercial owners of the units in Delta Lloyd Real Estate Fund, FCP - German Strategic Real Estate Investments.
- e) Other than the Target Companies, no Third Party holds units in or has any economic or voting interest in any sub-fund of Delta Lloyd Real Estate Fund, FCP. Clause 10.3b) and Clause 10.3d) and 10.3i) apply *mutatis mutandis* to the Target Group’s interest in Delta Lloyd Real Estate Fund, FCP - German Strategic Real Estate Investments.

10.4.3 Financial Statement of Delta Lloyd Real Estate Fund, FCP

The financial statement (*Gepriüfter konsolidierter Jahresbericht*) of Delta Lloyd Real Estate Fund, FCP as of December, 31, 2013 has been prepared with the diligence of a prudent business man (*Sorgfalt eines ordentlichen Kaufmanns*) in accordance with the applicable provisions of Luxembourg law including complying with the principle of accounting and valuation consistency (*Bilanzierungs- und Bewertungskontinuität*).

10.4.4 No extraordinary negative events

Other than disclosed in **Schedule 10.4.4**, the real estate held through Delta Lloyd Real Estate Fund, FCP has to the Vendor’s Best Knowledge during the period from the Effective Date until the date of this Agreement not suffered any extraordinary negative events (excluding, however, any negative developments triggered by the general development of the respective real estate markets and excluding events to the extent sufficiently covered through insurances or other protection) which would result in an impairment of the affected individual real estate still held at the date of this Agreement by the lesser of EUR 5,000,000 or more than 10% compared to its value reflected in the financial statement referred to in Clause 10.4.3

10.5 Vendor Loan Agreements

The statements in the Preamble under (D) regarding the Vendor Loan Agreements are correct (subject to the accruals of interests, as of the date of this Agreement and as of Closing Date). As of the date of this Agreement and as of Closing Date the claims of the Vendor under the Vendor Loan Agreements are valid in existence (*Verität*) and free from any encumbrances or other rights of Third Parties, except for the fact that the loans under the Vendor Loan Agreement I can only be repaid with BaFin approval. The Vendor does not assume any liability concerning the ability of the Company to repay any loans or pay any interest under the Vendor Loan Agreements.

10.6 Financial Statements/ Books

10.6.1 Financial Statement

- a) The statutory financial Statements (*Jahresabschlüsse*) – i.e. balance sheet (*Bilanz*), profit and loss statements (*GuV*) and notes (*Anhang*) – of the Company and each of the Subsidiaries as of December 31, 2013 (the “**Financial Statements**”) have been prepared with the diligence of a prudent business man (*Sorgfalt eines ordentlichen Kaufmanns*) in accordance with the German Commercial Code (*Handelsgesetzbuch* – “**HGB**”), to the extent applicable the Regulation regarding the Accounting of Insurance Undertakings (*Versicherungsunternehmens-Rechnungslegungs-Verordnung* – “**RechVersV**”) and the generally accepted German accounting rules (*Grundsätze ordnungsmäßiger Buchführung*) complying with the principle of accounting and valuation consistency (*Bilanzierungs- und Bewertungskontinuität*) – except for the Financial Statements of DLREF Management which have been prepared in accordance with Luxembourg legal and regulatory requirements. Unless disclosed in the Financial Statements or the respective audit reports thereto, the Target Companies have exercised their rights to elect a valuation option (*Bewertungswahlrechte*) unchanged and consistently as in their financial statements as of December 31, 2012. The policy reserves reflected in the Financial Statements have been calculated with the diligence of a prudent business man and in line with all legal and regulatory requirements and actuarial best practice and the calculation principles were applied consistently as in the financial statements for the business year 2012.
- b) The Financial Statements (except for the Financial Statement of DLA which is not audited) have been audited and an unqualified auditor’s certificate (*uneingeschränkter Bestätigungsvermerk*) has been received.

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- c) The copies of the Financial Statements which have been made available to the Purchaser prior to the execution of this Agreement are copies of the original Financial Statements.
- d) Other than disclosed in **Schedule 10.6.1.d**), the Towers Watson models contained in “Cash flow Report of Delta Lloyd Germany as at 31 December 2013” dated 16 July 2014, and the addendum to this report, dated 12 September 2014, cover all material lines of business of the Target Companies and the business assumptions underlying such models are, subject to changes due to the run-off decision of the Target Group, consistent with the Target Group’s past practice of managing such lines of business as well as the Target Group’s past experience in such lines of business (subject to appropriate simplification and subject to elimination of special effects (*Sondereffekte*) both as described in the Towers Watson report).
- e) Other than disclosed in **Schedule 10.6.1e**), the assets held by DLL, HLV and DLP other than assets that are traded on regulated or non-regulated markets have to the Vendor’s Best Knowledge during the period from the Effective Date until the date of this Agreement not suffered any extraordinary negative events (excluding, however, any negative developments triggered by the general development of the relevant markets and excluding events to the extent sufficiently covered through insurances or other protection) which would result (i) in relation to mortgage loans in a devaluation of the total value of that relevant asset class still held at the date of this Agreement by more than 5% compared to the total value of that asset class altogether shown in the Financial Statements of DLL, HLV and DLP on a cumulative basis or in an individual case by more than EUR 500,000; (ii) in relation to investments in partnerships (*KGs*) in a devaluation of the total value of that relevant asset class still held at the date of this Agreement by more than 10% compared to the total value of that asset class altogether shown in the Financial Statements of DLL, HLV and DLP on a cumulative basis or in an individual case by more than EUR 1,000,000; (iii) in relation to investments in promissory notes (*Schuldscheindarlehen*) in a devaluation of the total value of that relevant asset class still held at the date of this Agreement by more than 2% compared to the total value of that asset class altogether shown in the Financial Statements of DLL, HLV and DLP on a cumulative basis or in an individual case by more than EUR 1,000,000; (iv) in relation to investments in registered bonds (*Namensschuldverschreibung*) in a devaluation of the total value of that relevant asset class still held at the date of this Agreement by more than 2% compared to the total value of that asset class altogether shown in the Financial Statements of DLL, HLV and DLP on a cumulative basis or in an individual case by more than EUR 1,000,000, and (v) in relation to Owned Real Property in a devaluation of the individual Owned Real Property by the lesser of EUR 5,000,000 or more than 10% compared to its value reflected in the relevant Financial Statement.

- f) The interim financial Statements as of June 30, 2014 as attached as **Schedule 10.6.1f** Part A (the “**Interim Financial Statements**”) have been prepared in accordance with the principles set out in Schedule 10.6.1f) Part B.
- g) Within the relevant periods legally required, the Target Companies will have set up in such form as legally required and audited (if required) their statutory financial Statements (*Jahresabschlüsse*) as of December 31, 2014.

10.6.2 Books

- a) As of the date of this Agreement and as of Closing Date the Company and the Subsidiaries are in direct or indirect possession of all books (*Handelsbücher*) of the Company and the Subsidiaries;
- b) As of the date of this Agreement and as of Closing Date the books (*Handelsbücher*) of the Company and the Subsidiaries have been maintained in accordance with German GAAP (*Grundsätze ordnungsmäßiger Buchführung*) and HGB on a consistent basis (except for the books of DLREF Management which have been maintained in accordance with IFRS); and
- c) since January 1, 2011, no company of the Target Group has received a written notice by any governmental authority that books are not duly maintained.

10.6.3 Internal Controls

As of the date of this Agreement and as of Closing Date:

- a) The Target Companies maintain proper and adequate internal accounting controls that provide assurance that: (1) transactions are executed with management’s general or specific authorization; (2) transactions are recorded as necessary to permit preparation of its financial statements in conformity in all material respects with German GAAP and/or legal requirements, as applicable, and to maintain accountability for their assets; (3) access to their assets is permitted only in accordance with management’s general or specific authorization; (4) the value of their investment assets (*Vermögensanlagen*) is reported to their management at regular intervals; and (5) accounts, notes and other receivables and inventory are recorded accurately.
- b) The Target Companies have implemented proper and adequate procedures to effect the collection of their accounts and other receivables.

10.7 Real Property

10.7.1 Owned Real Properties

- a) **Schedule 10.7.1a** contains a complete and correct list of the real properties owned by the Target Group as of the date of this Agreement (together the “Owned Real Properties”).
- b) Other than disclosed in **Schedule 10.7.1b**, the companies of the Target Group (i) are not obliged to acquire Owned Real Properties, (ii) are not obliged to dispose of Owned Real Properties and (iii) have not yet disposed of Owned Real Properties.
- c) Except for the charges securing liabilities of a Target Company or Delta Lloyd Real Estate Fund, FCP only and customary charges in section II of the land register, the Owned Real Properties are not subject to charges registered or to be registered in the land register and no Target Company has agreed to concede such rights. **Schedule 10.7.1c** contains a list of land owned but with no building on it and with buildings in construction.

10.7.2 Leased Real Properties

- a) **Schedule 10.7.2a** contains a correct and complete list of all real properties which are subject to a lease agreement (“**Lease Agreements**”) entered into by the Target Group as lessee (*Mieter*) where the relevant annual payment obligation of the Target Group exceeds EUR 10,000 (excluding ancillary costs (*Nebenkosten*) and VAT) (together the “**Leased Real Properties**”).
- b) Other than disclosed in **Schedule 10.7.2b**, no party to a Lease Agreement has terminated or has announced in writing a termination of any such Lease Agreement. Neither the Target Group nor, to the Vendor’s Best Knowledge, the respective other parties have materially breached, or are in material default under any of the Lease Agreements. For the avoidance of doubt a Lease Agreement is “materially breached” or a party thereto is in “material default” if such circumstances would (i) entitle any party thereunder to terminate such contract without prior warning notice or (ii) result in defaults on material outstanding rental payments or (iii) result in an extraordinary contractual penalty or payment of material damages. No rents or fees payable in respect of the Leased Real Properties are in the course of being reviewed other than in accordance with the terms of the relevant commercial lease or land lease.
- c) The respective lessors (*Vermieter*) are not entitled to terminate or amend such Lease Agreements due to the sale or transfer of the Shares according to this Agreement and the sale or transfer of the Shares will also not result in an automatic termination or amendment of such Lease Agreements.

d) The Target Companies have the right to use all the Leased Real Properties for the full term of each such Lease Agreement (and any renewal option of the Target Companies relating thereto) and no leases, subleases, licenses, or other agreements granting any person the right to use or occupy any portion of the Leased Real Properties exist other than those agreed to in the Lease Agreements.

10.7.3 Relevance

- a) No real properties other than the Owned Real Properties and the Leased Real Properties are necessary for the Target Group in order to carry on its business in essentially the same manner as currently conducted.
- b) A breach of Clauses 10.7.1 and 10.7.2 shall only be deemed to exist, if and to the extent that (i) a statement made hereunder is incorrect and (ii) due to facts constituting the breach of such guarantee-statement the actual use of an Owned Real Property or a Leased Real Property is restricted in any respect which bars the Target Group from carrying on their business in essentially the same manner as currently conducted.

10.7.4 Environmental Contamination

To the Vendor's Best Knowledge (such Best Knowledge understood to include reasonable enquiry of Mr Augustini and Mr Leidl) and except as disclosed in **Schedule 10.7.4**, there is no contamination or harmful alteration of the soil, soil gas, groundwater, surface water, buildings or other manmade structures, soil biota (the "**Environment**"), either on, in or under the Owned Real Properties or Leased Real Properties or, subject to actual knowledge of the Vendor, properties formerly owned or occupied by the Target Group or any Target Company within the last 5 (five) years prior to signing of this Agreement.

10.8 Information Technology Systems

10.8.1 "**Information Technology Systems**" means all information technology systems (including software and hardware) used and required by the Target Group to carry on their business in essentially the same manner as conducted in the 12 months period prior to the signing of this Agreement, but excluding any Standard Software. "**Standard Software**" means software sold in a standard configuration and readily available to the public on standard terms and conditions (for the avoidance of doubt, Standard Software does not comprise SAP). **Schedule 10.8.1** contains a complete list of all Information Technology Systems.

10.8.2 Usage

- a) Subject to replacements in the ordinary course of business and subject to limitations set out in **Schedule 10.8.2a)** the Target Group has valid rights to use the Target Group's respective Information Technology Systems to the extent required and such rights will not be limited by the consummation of this Agreement.
- b) The Information Technology Systems are in good working order and have been regularly maintained, and the present capacity and performance of the Information Technology Systems is sufficient to satisfy the current business requirements (including as to data volumes) of the Target Group. In addition, the policy management system "BBS" is multi-client-capable (by way of logical separation) and the Target Companies have, subject to the limitations agreed with COR as set out in **Schedule 10.8.2b)**, the right to use it in multiple instances for Affiliates of the Target.
- c) As of the date of this Agreement and as of Closing Date the Target Group has in place procedures which are in accordance with current best industry practice:
 - (1) to prevent unauthorized access to and the introduction of viruses and other contaminants into the Information Technology Systems;
 - (2) to take and store on-site and off-site back-up copies of the software and data in the Information Technology Systems; and
 - (3) to ensure that the business of the Target Companies can continue in accordance with the business continuity management guidelines of the Target Group disclosed in the VDR in the event of breakdown or performance reduction of the Information Technology Systems or loss of data, whether due to natural disaster, power failure or otherwise.
- d) As of the date of this Agreement and as of Closing Date the (i) software, applications and/or systems "IMS" (image management and archive), "Partnerdatenbank" (partner management system), "Meldeverfahren", "RBM", "MAV" (each reporting to authorities), "KKE" (customer contract documentation), "SEPPL" (service platform for smaller applications), "Vermittlerservice", "Courtage" and "DWS Commissions", (ii) the developments for "BBS" from 2002 onwards, (iii) the rules for customization of the software products "CTV / Dope", "RSV", "Cognos / DISDA" and "CMS", (iv) all self-developed interfaces between software products, and (v) all self-developed other software embedded in any of the aforementioned software, applications and/or systems used by the Target Group are proprietary developments of the Target Group ("**Proprietary Developments**") not restricted to any use, development or exploitation.

10.8.3 No Infringement

As of the date of this Agreement:

- a) The license agreements with regard to Information Technology Systems with SAP, Oracle, COR, Take-ASP and Itella (the **“Material IT License Agreements”**) have not been terminated and no termination has been announced in writing to a Target Company. To the Vendor’s Best Knowledge, no other license agreement with regard to Information Technology Systems (the **“Other IT License Agreement”**) has been terminated and no termination has been announced in writing to a Target Company.
- b) Other than disclosed in Schedule 10.8.2a), the other counterparties to the Material IT License Agreements and Other IT License Agreements are not entitled to terminate or amend such Material IT License Agreements and Other IT License Agreements due to the sale or transfer of the Shares according to this Agreement and the sale or transfer of the Shares will also not result in an automatic termination or amendment of such Material IT License Agreements and Other IT License Agreements.
- c) Neither the Target Group has as of the date of this Agreement and as of Closing nor, to the Vendor’s Best Knowledge, the respective other counterparties have as of the date of this Agreement materially breached, or are in material default under, any of the Material IT License Agreements. To the Vendor’s Best Knowledge, neither the Target Group nor the respective other counterparties have as of the date of this Agreement materially breached, or are in material default under, any of the Other IT License Agreements. For the avoidance of doubt any of such contract is “materially breached” or a party thereto is in “material default” if such circumstances would (i) entitle any party thereunder to terminate such contract or (ii) result in an extraordinary contractual penalty or payment of material damages.
- d) To the Vendor’s Best Knowledge, the use of the Information Technology Systems by the Target Group does not infringe any IP Right of any Third Party. No such infringement has been asserted in writing by any Third Party.

10.8.4 Breakdown or Failure

Other than disclosed in **Schedule 10.8.4**, no Information Technology System has suffered any breakdown, loss of data or failure since January 1, 2013 which has caused material disruption to the business or damage to the business of a Target Company; a breakdown being understood as a Information Technology System or any material part thereof has stopped functioning properly with the result that the relevant Information Technology System has during normal working hours ceased to provide services for more than four hours.

10.8.5 Standard Software Licenses

As of the date of this Agreement licenses of the Standard Software are, and have been throughout the last two years, provided under written contracts with the relevant Target Company. In relation to each such contract:

- a) it is in full force and effect, no notice having been given by either side to terminate it;
- b) neither entering into, nor compliance with, nor completion of this Agreement will, or is likely to, entitle a party to terminate it, vary it and/or make a claim;
- c) the obligations of the parties thereto have been fully complied with; and
- d) no disputes have arisen or are foreseeable in respect of it.

10.8.6 Vendor Group IT Contracts

As of the date of this Agreement and as of Closing there are no IT contracts between the Vendor Group and the Target Group and no hardware, software, IT services and/or Information Technology Systems are jointly used by the Vendor Group and the Target Group, excluding only software used by Target Group for the IFRS accounting of Vendor Group.

10.9 Data Protection and Privacy

- a) Other than disclosed in **Schedule 10.9a**), the Target Companies have complied in the last five (5) years with all applicable Privacy Laws in all material respects.
- b) The Target Companies have not received a notice during the five (5) years prior to the signing of this Agreement from a governmental authority alleging breach by it of applicable Privacy Laws.
- c) Other than disclosed in Schedule 10.9a), no Target Company is party to any proceedings alleging any violation by a Target Company of any Privacy Laws and no Target Company has received any written notice (or, to the Vendor's Best Knowledge) alleging any breach of any such Privacy Law which may reasonably be expected to result in a relevant adverse effect on the business of the Target Companies. For the purposes of this Agreement, "**Privacy Laws**" mean any applicable laws in any jurisdiction relating to a person's privacy, publicity or confidentiality rights and/or to the Target Companies' statutory confidentiality obligations, including any data protection legislation.

- d) As of the date of this Agreement and as of Closing Date, and as far as certain personal data of a Target Company's employees or its policyholders can be accessed by, or is transferred to, third party providers (including third party outsourcing providers) or another Target Company, the Target Company has sufficient safeguards (e.g. consent declarations) in place in order to permit such access or transfer under applicable Privacy Laws. As of the date of this Agreement and as of Closing Date, the Target Companies have appropriate procedures in place (which are in compliance with best industry practice) to comply with Privacy Laws.

10.10 IP Rights

10.10.1 Vendor IP Rights

Other than disclosed in **Schedule 10.10.1** as of the date of this Agreement and as of Closing Date there are no IP Rights owned by or licenced to the Vendor or any company of the Vendor Group that have been used by any of the Target Companies.

10.10.2 Owned IP Rights

- a) As of the date of this Agreement and as of Closing Date, **Schedule 10.10.2a**) contains a correct and complete list of all Registered IP Rights owned by companies of the Target Group which are material for the business of the Company and which shall not be transferred to Vendor Group in accordance with Clause 15.4.1 (the "**Owned IP Rights**").
- b) "**Registered IP Rights**" means all IP Rights which are registered in an appropriate register anywhere in the world. "**IP Rights**" means any patents, utility models, design rights, copyrights, database rights, topography rights, plant variety rights, trade marks, service marks, trade names (*Unternehmenskennzeichen*), rights in unpatented technical and other know-how (whether patentable or not), inventions and any other intellectual or industrial property rights of any nature whatsoever in any part of the world. However, "**IP Rights**" shall not include software related IP rights.
- c) To the Vendor's Best Knowledge,
- (1) As of the date of this Agreement and as of Closing Date, the registered owner of each Owned IP Right is also the owner of that right;

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- (2) As of the date of this Agreement, each Owned IP Right is free of any pledges, charges, encumbrances, statutory liens or third party rights or any attachments (*Pfändungen*) and is not encumbered by or subject to rights or claims of any kind (such as claims for transfer or rights to use) of any Third Party that materially restricts in any manner the use thereof for the current business activities;
 - (3) As of the date of this Agreement, no Owned IP Right is subject to any proceeding, pending judgment, injunction that materially restricts in any manner the use thereof for the current business activities;
 - (4) no challenge regarding the validity (*Rechtsbeständigkeit*) of any Owned IP Right is pending and no such challenge has been threatened in writing.

10.10.3 Licensed IP Rights

- a) **Schedule 10.10.3** contains a correct and complete list of all IP Rights which are licensed or sub-licensed to the Target Group by a Third Party as of the date of this Agreement (the “**Licensed IP Rights**”), setting out for each Licensed IP Right at least the type and subject matter, and, if and to the extent applicable, registration or application numbers, or any other identification data, the parties to/date of the relevant license agreement, term and termination rights and the license fees payable (each an “**IP License Agreement**”).
- b) To the Vendor’s Best Knowledge, the other parties to the IP License Agreements are not entitled to terminate or amend such IP License Agreements with the Target Group due to the sale or transfer of the Shares according to this Agreement and the sale or transfer of the Shares will also not result in an automatic termination or amendment of such IP License Agreements;
- c) No party to an IP License Agreement has terminated, has the right to terminate for cause or has announced in writing a termination of any such IP License Agreement. To the Vendor’s Best Knowledge, the respective other parties have not materially breached, or are in material default under, any of the IP License Agreements. As of the date of this Agreement and as of Closing Date the Target Group has not materially breached, or is in material default under, any of the IP License Agreements. For the avoidance of doubt any of such IP License Agreements is “materially breached” or a party thereto is in “material default” if such circumstances would (i) entitle any party thereunder to terminate such IP License Agreements without prior warning notice or (ii) result in an application of a penalty clause or payment of material damages.

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- 10.10.4 No Infringement
To the Vendor's Best Knowledge,
- a) as of the date of this Agreement and as of Closing Date, the Company and its Subsidiaries do not infringe any IP Right of any Third Party in any respect, and no such infringement has been asserted in writing; and
 - b) no Third Party is infringing any Owned IP Right;
- 10.10.5 Relevance
As of the date of this Agreement and as of Closing Date no IP Rights other than (i) the Owned IP Rights, (ii) the Licensed IP Rights and (iii) rights regarding the usage of the brand name "Delta Lloyd" or trademarks including the words "Delta" and/or "Lloyd" and/or "DL"/"DLD" and internet domains that in the future may only be used according to Clause 15.4 (*Use of Trade marks and Names*) are necessary for the Target Group in order to carry on their businesses in the same manner as currently conducted.
- 10.11 Borrowings and Loans**
- 10.11.1 Borrowings
Schedule 10.11.1 contains a correct and complete list of all loan agreements and other borrowings in an outstanding amount exceeding EUR 100,000 entered into by the Target Group as borrower (*Darlehensnehmer*) as of the date of this Agreement (together the "**Borrowings**") setting out for each Borrowing the parties to the relevant agreement (name and address), date of agreement and principal amount, interest rate, term and outstandings (principal amount and interest accrued). The Target Companies are in compliance with all such Borrowings in accordance with their terms and there are no circumstances whereby the continuation of any Borrowings might be prejudiced or affected as a result of a transaction effected by this Agreement.
- 10.11.2 Loans
Except for banking deposits of the Target Group or loans granted or acquired for investment purposes in accordance with section 54 VAG and the AnlV **Schedule 10.11.2** contains a correct and complete list of all loan agreements with a Third Party in an outstanding amount exceeding EUR 100,000 entered into by any Target Company as lender (*Darlehensgeber*) as of this Agreement (together the "**Loan Agreements**") setting out for each Loan Agreement the parties (name and address), date of agreement and principal amount, interest rate, term and outstandings (principal amount and interest accrued). The Target Companies and to the Vendor's Best Knowledge the applicable borrowers are in compliance with all such Loan Agreements in accordance with their terms and there are no circumstances whereby the continuation of any Loan Agreements might be prejudiced or affected as a result of a transaction effected by this Agreement. The claims of any Target Company under the Loan Agreements are valid in existence (*Verität*) and free from any encumbrances or other rights of Third Parties.

10.12 Business

10.12.1 Insurance Business

a) Policies

- (1) In the three (3) years prior to the date of this Agreement, except as required by applicable law where there was reasonable cause to believe there was a basis to contest payment, there has been no failure to pay insurance benefits on policies which have become due for payment in accordance with the terms of the policies under which they arose.
- (2) In the last three (3) years prior to the date of this Agreement, all claims arising under the policies have been processed reasonably promptly in the ordinary and usual course and in accordance with applicable law, and except as required by applicable laws, there has been no material change to the claims management practices of the Company's business.
- (3) The attached **Schedule 10.12.1a(3)** contains – as of the date of this Agreement- a list with the description of the five (5) most relevant reasons claimed since January 1, 2011 by the policyholders which in the view of policyholders give a right to the policyholders to rescind the contract, claim damages or other monetary compensation not provided for under the relevant insurance contracts.

b) Outbound Distribution by Insurance Brokers

The companies of the Target Group have effectively terminated of all contracts with regard to brokerage of the Target Group's insurance products and other products distributed through insurance brokers (*Versicherungsmakler*) ("**Brokerage Contracts**").

c) Outbound Distribution by Tied Agents

The companies of the Target Group have effectively terminated of all tied agency contracts (*Versicherungsvertreterverträge*) with regard to sale of the Target Group's insurance products and other products distributed through tied agents (*Versicherungsvertreter*) ("**Tied Agency Contracts**") and as of Closing no new Tied Agency Contracts have been concluded.

d) Outbound Distribution by Banks

The companies of the Target Group have effectively terminated all contracts with banks distributing the Target Group's insurance products ("**Bank Distribution Contracts**").

e) No Active Distribution

- (1) No entity of the Target Group distributes actively any insurances.
- (2) To the avoidance of doubt, modifications of policies (e.g. modifications due to inflation or other contractual dynamics (*vertraglich vereinbarte, jährliche Erhöhung*), and business on joint account (*Konsortialgeschäft*) consistent with past practice as disclosed to the Purchaser, are not understood as active distribution under this clause.

f) Compensation Claims on terminated distribution agreements

Other than disclosed in **Schedule 10.12.1f**), all claims for compensation because of the termination of any Brokerage Contract, Tied Agency Contract, Bank Distribution Contract or similar agreements, or because of such agreements otherwise not being continued, have either been fully settled or as of the date of setting up these reserves appropriately reserved for in the Financial Statements or the Interim Financial Statements of the respective entity of the Target Group.

g) Material Contracts

- (1) Material contract means a contract, legally binding transaction, arrangement or obligation (other than any contract of employment with any employee of a Target Company or with a policyholder of the Company), which
 - (a) qualifies as a reinsurance contract within the meaning of the VAG;
 - (b) qualifies as an outsourcing contract within the meaning of section 5 para 3 no. 4 VAG and section 13 para la VAG;
 - (c) relates to investments into the tied assets (*gebundenes Vermögen*) according to section 54 VAG or into the untied assets or any other contract entered into for investment purposes which call for payment by or results in a financial obligation of the Target Group in excess of EUR 20,000,000, other than any de-investment (e.g. sale) of non-real estate assets in the ordinary and usual course of business;

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- (d) relates to investments into the tied assets(*gebundenes Vermögen*) according to section 54 VAG or into the untied assets or any other contract entered into for investment purposes which involve the receipt or provision or creation by a Target Company of any financial obligation, encumbrance, lien, loan or financial facility (other than, in the case of guarantees, sureties and indemnities, those under insurance contracts or annuities issued in the ordinary and usual course of business) which may give rise to liability of the Target Group in excess of EUR 20,000,000, other than any de-investment (e.g. sale) of non-real estate assets in the ordinary and usual course of business;
 - (e) – excluding any contracts related to investments into the tied assets(*gebundenes Vermögen*) according to section 54 VAG or into the untied assets or any other contract entered into for investment purposes and excluding any insurance policies – calls for payment by the Target Group in excess of EUR 500,000 or by the respective other contractual party in excess of EUR 1,000,000, such amount being payable (i) where the Contract is of a fixed term, over the balance of the remaining term from the date of this Agreement; or (ii) where the Contract has no fixed term, in the period from the date of this Agreement until the earliest date when the Contract can be terminated by the relevant Target Company in accordance with its terms (in each case, not being a Contract of a kind mentioned in paragraphs (a) to (d) above and (t) to (i) below);
 - (f) – excluding any contracts related to investments into the tied assets(*gebundenes Vermögen*) according to section 54 VAG or into the untied assets or any other contract entered into for investment purposes – involves the receipt or provision or creation by a Target Company of any financial obligation, encumbrance, lien, loan or financial facility (other than those under insurance contracts or annuities issued in the ordinary and usual course of business) which may give rise to liability of any party thereto, or is in relation to an amount, in excess of EUR 500,000;
 - (g) IT agreements listed in **Schedule 10.12.1g)(l)(g)**;
 - (h) is an arrangement under which any Target Company has become, or agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association, other than a trade association, regulatory body or other body of a similar nature;

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- (i) is a syndicated contract with other life insurance carriers;
 - (j) with respect to real estate (including real estate held through DLREF Management, Delta Lloyd Real Estate Fund, PCP or otherwise), joint venture investments, partnership or KG investments and private equity investments – grants to a Third Party a right of first refusal, or a right of first offer or any similar right relating to any material asset of any Target Company; for the purpose of this clause material asset shall be any individual asset exceeding a book value of EUR 10,000,000; or
 - (k) requires the consent of the contracting party upon a change of control of a respective Target Company or under which a change of control leads to a change or termination or to an early maturity of any material obligation or to a change of control fee or to any other change of control payment under such agreement, in each case other than such contracts which (i) are contracts relevant for the Information Technology Systems or (ii) call for payment by any party thereto of less than EUR 200,000 (u) where the contract is of a fixed term, over the balance of the remaining term from the date of this Agreement; or (β) where the contract has no fixed term, in the period from the date of this Agreement until the earliest date when the contract can be terminated by the relevant Target Company in accordance with its terms;

in each case as amended from time to time and entered into by or for the benefit of a Target Company (collectively “Material Contracts”).

- (2) **Schedule 10.12.1g(2)** contains a correct and complete list of all Material Contracts.
- (3) As of the date of this Agreement, all Material Contracts have been validly concluded and are enforceable and can be terminated as set forth in the relevant agreement.
- (4) The companies of the Target Group have not received a written notice of termination with respect to any Material Contract.
- (5) As of the date of this Agreement and as of Closing Date, neither any Target Company nor the Vendor has set any facts which would constitute a material breach of, or any invalidity or grounds for termination

(*Kündigung*), withdrawal (*Rücktritt*), avoidance (*Anfechtung*), repudiation (*Leistungsverweigerung*) or similar legal reasons which may affect the conduct of any Material Contract.

10.12.2 Contractual restriction of business

There is, as of the date of this Agreement and as of Closing Date, no contract in place with any Target Company which would materially restrict the freedom of any Target Company acquiring run-off life insurance portfolios within Germany (other than any requirements relating to authorisations or licensing).

10.12.3 Inbound Distribution through the companies of the Target Group

a) Insurance Products

The companies of the Target Group are not party to any active distribution contracts with regard to the distribution of insurance products from Third Parties.

b) Investment Funds

Except for agreements regarding the distribution of investment funds via unit linked life insurance products, the companies of the Target Group are not party to any active distribution contracts with regard to the distribution of investment funds.

10.12.4 Investment

a) As of the date of this Agreement and as of Closing Date, the investment of DLL's, HLV's and DLP's tied assets(*gebundenes Vermögen*) complies with section 54 VAG and the AnlV and Circular 4/2011 issued by BaFin on April 15, 2011.

b) The documents listed in **Schedule 10.12.4b**) contain a correct and complete list of the investment assets(*Kapitalanlagen*) of the Target Group as of 31 December 2013 ("**Investment Assets**").

c) Other than disclosed in **Schedule 10.12.4c**), the Target Companies have no outstanding obligations towards any of the Investment Assets (including but not limited to outstanding capital commitments towards any fund investment of any Target Company).

10.12.5 Asset Management and Service Agreements

Schedule 10.12.5 contains a correct and complete list of (i) all outsourcing agreements (*Funktionsausgliederungsverträge*) within the meaning of section 5 para. (3) no. 4 VAG and (ii) all other agreements with Third Parties as service providers involving an annual consideration of more than EUR 25,000.

10.13 Employees, Labour

10.13.1 Employees

- a) **Schedule 10.13.1a**) contains a correct and complete list of (i) all members of the management board (*Vorstand*), (ii) all managing directors (*Geschäftsführer*) and (iii) employees of the Target Group with an annual gross base salary of more than EUR 150,000 or who are entitled to the payment of a retention bonus (the “**Key Employees**”) and Schedule 10.13.1a) lists individually the amount of the respective retention bonus, if any.
- b) None of the current Key Employees has given written notice of termination of his/her employment agreement or has announced in writing his/her intention to terminate his/her employment. None of the Key Employees has a contractual right to terminate his/her employment or receive any additional compensation or bonus in case of a change of control in the Target Group.

10.13.2 Employee Representation and Collective Bargaining

- a) **Schedule 10.13.2a**) contains a complete and correct list of all current shop agreements (*Betriebsvereinbarungen*) and collective bargaining agreements (*Tarifverträge*) currently applicable to the companies of the Target Group as well as all benefit, bonus, retention bonus, pre agreed severance bonus, compensation, profit sharing or other employee benefit plans and commitments applicable for current or past members of the management board (*Vorstand*) and managing directors (*Geschäftsführer*) of the Target Group or current or, to the extent they still have rights or claims thereunder, past employees.
- b) There have been no industrial actions, including strikes, in any of the companies of the Target Group during the past five (5) years prior to the date of this Agreement.
- c) At the Target Group, there are no reconciliation of interests (*Interessenausgleiche*) and social compensation plans (*Sozialpläne*) in force other than those listed in **Schedule 10.13.2c**), which shall also include a summary of outstanding payments under these plans. There are no outstanding operational changes (*Betriebsänderungen*), including dismissals, relocations etc. planned or to be implemented under the reconciliations of interests (*Interessenausgleiche*) or otherwise, unless described in Schedule 10.13.2c).

10.13.3 Pensions

Schedule 10.13.3 contains a complete and correct list of all past and current pension schemes still in force (i.e. such under which claims to pensions still exist against any Target Company, including individual pension promises or commitments) by which the companies of the Target Group are bound with respect to any current or past employees or members of the management board (*Vorstand*) and managing directors (*Geschäftsführer*) as well as most recent actuarial reports on pension liabilities (*versicherungsmathematische Gutachten*) under IFRS and German GAAP. The data on which these actuarial reports are based are complete and correct. All contributions to the statutory insolvency protection (*Pensions-Sicherungs-Verein*) were duly made and – where applicable – all pension payments have been duly administered and made.

10.13.4 Employment Litigation and Disputes

Except as disclosed in **Schedule 10.13.4**, the companies of the Target Group are not involved in any disputes, legal or administrative proceedings before any court, arbitrator, conciliatory board (*Einigungsstelle*) or governmental authority nor are there any investigations for criminal, administrative or personal liability pending with respect to any current or past employees or members of the management board (*Vorstand*) and managing directors (*Geschäftsführer*), employee representation or union dealings, nor are there any legal or administrative proceedings threatened against any company of the Target Group, nor do, to the Vendor's Best Knowledge, any factual circumstances exist that may give rise to reasonable expectations that such litigation will result out of these.

10.14 Agreements with Vendor Group

Except for the agreements referred to in Clause 15, as of the date of this Agreement and as of Closing Date, **Schedule 10.14** contains a correct and complete list of all agreements, arrangements and legal relations between the Target Group on the one hand and companies of the Vendor Group on the other hand ("**Intercompany Agreements**") indicating (i) which continue to be in force after the Closing Date, and (ii) which shall be terminated as of the Closing Date, setting out the parties to such agreement (name and address), date, nature of agreement, term and compensation.

10.15 Regulatory

10.15.1 BaFin correspondence

Copies of all communication in writing of the last three years prior to the date of this Agreement between BaFin and the Target Companies which have relevance for the evaluation of the regulatory treatment of the Target Companies by BaFin have been disclosed to the Purchaser.

10.15.2 Licenses

As of the date of this Agreement and as of Closing Date, the insurance license of DLP within the meaning of section 5 VAG, dated November 19, 2003, as attached hereto as **Schedule 10.15.2**, is in full force and effect (*bestandskräftig*), and has not been challenged (*angefochten*). DLL and HLV are listed with BaFin as licensed insurance companies, however, no written insurance license has been issued by BaFin or its legal predecessor (i.e. *Bundesaufsichtsamt für das Versicherungswesen – BAV*) (the insurance licenses of DPL, HLV and DLL hereinafter “**Insurance Licenses**”). Each of the Target Companies have all licenses required to operate their businesses in accordance with applicable laws.

10.15.3 Proceedings

As of the date of this Agreement and as of Closing Date, no proceedings regarding a revocation (*Widerruf*) of an Insurance License according to section 87 VAG have been initiated or threatened in writing by BaFin. No circumstances exist that justify a revocation (*Widerruf*) of an Insurance License.

10.15.4 Breach

A breach of Clause 10.15.2 (*Licenses*) shall only be deemed to exist, if (i) a Statement made hereunder is incorrect and (ii) due to facts constituting the breach of such guarantee-statement an Insurance License is revoked or restricted by BaFin in any respect barring DLL, HL V or DLP, respectively, to carry on their business in essentially the same manner as currently conducted.

10.15.5 Fines and penalties

Other than disclosed in **Schedule 10.15.5**, during the three (3) years prior to the date of this Agreement, no Target Company nor any of its directors has been investigated or audited by BaFin (in the case of any director, in connection with any act or omission in the course of his directorship), resulting in BaFin imposing any fines and/or penalties or exercising any other form of disciplinary measure under the VAG.

10.15.6 Capital support

As of the date of this Agreement and as of Closing Date, other than disclosed in **Schedule 10.15.6** no capital support or capital commitment has been offered to BaFin supporting the capital and/or financial solvency of any Target Company for periods starting January 1, 2008 which has not been consummated by December 31, 2013.

10.15.7 Regulatory compliance

As of the date of this Agreement and as of Closing Date, other than disclosed in **Schedule 10.15.7** the Target Companies are and have for the previous three (3) years prior to this Agreement in all material aspects been in compliance with all insurance laws applicable to the insurance business of any of the Target Companies and circulars (*Rundschreiben*), administrative acts (*Verwaltungsakte*) and other guidance from BaFin.

10.15.8 Solvency II

As of the date of this Agreement and as of Closing Date, the Solvency II preparations of the Target Companies are undertaken by the Target Companies and/or external advisors on a stand-alone-basis. Except as set forth in **Schedule 10.15.8** none of the Target Companies has in the past received and will until Closing Date need specific support for the due implementation of Solvency II by the Vendor Group. Up until Closing Date Vendor will continue to provide the services specified in Schedule 10.15.8. to the Target Companies.

10.16 Asset Management Licence

As of the date of this Agreement and as of Closing Date:

- a) DLREF Management has obtained and maintained all necessary authorisations and approvals under the laws of Luxembourg to carry out its business as currently conducted (hereinafter "**Asset Management Licence**").
- b) No proceedings regarding a revocation (*Widerruf*) of an Asset Management Licence have been initiated or threatened by CSSF or any other competent authority in Luxembourg. No circumstances exist that justify a revocation (*Widerruf*) of an Asset Management Licence.

10.17 Tax

Except as otherwise provided for in **Schedule 10.17**:

- a) As of the date of this Agreement and as of Closing all Taxes due and payable have been paid by the Company and the Subsidiaries and all Tax Returns due to be filed by the Company or the Subsidiaries have been filed.
- b) No audit, investigation, dispute or other governmental proceeding by Tax Authorities is pending in respect of Taxes to be paid by the Company or the Subsidiaries and neither the Company nor a Subsidiary has been notified in writing by any Taxing Authority that such authority envisages to commence any such proceeding.

- c) As of the date of this Agreement and as of Closing the Target Companies have complied in all material respects with the relevant transfer pricing documentation requirements under applicable tax law, i.e. the Target Companies are in the possession of all material records in order to be able to complete the full set of documentation within the meaning of section 90 (3) sentences 6 through 10 of the German Fiscal Code (where applicable).

10.18 Compliance, Legal Proceedings and Default

10.18.1 No Unlawful Business Practices

The companies of the Target Group and Delta Lloyd Real Estate Fund, FCP and the executives and other managing employees in relation to the business of the Target Group have not during the past three (3) years prior to the day of signing this Agreement or the expiry of the relevant statute of limitation, whichever is later,

- a) used any funds of the Target Group for bribes, other unlawful purposes or political contributions in violation of applicable laws;
- b) requested or accepted any bribes or other unlawful benefits;
- c) maintained any funds or assets that have not been properly recorded in the books and records of the relevant company;
- d) violated in connection with the conduct of the Target Companies' business operations in any material way or with any material consequences applicable law, including health and safety laws, competition and antitrust laws, anticorruption laws, foreign trade laws, industrial laws (*Gewerberecht*) or regulatory permits, concessions or orders;
- e) conducted their business in a manner which infringes competition law (including, without limitation, Articles 101 of the Treaty on the Functioning of the European Union); or
- f) have not been subject to any investigation, complaint or inquiry by any antitrust authority, and where such investigation, complaint or inquiry is likely to cause a material loss or liability to companies of the Target Group;
- g) received any notice or other communication (official or otherwise) from any court, tribunal, arbitrator, governmental agency or regulatory body with respect to an alleged, actual or potential violation and/or failure to comply with any such applicable law, regulation or constitutional document, or requiring it to take or omit any action.

10.18.2 Legal Proceedings

- a) Except as disclosed in **Schedule 10.18.2a**), the companies of the Target Group are not involved whether as claimant or defendant or other party in any legal or administrative proceedings, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration before any court, arbitrator or governmental authority involving an amount exceeding, in each case, EUR 200,000 (excluding costs and fees) and other than disclosed no such proceedings are pending or have been threatened in writing against the Target Group.
- b) To the Vendor's Best Knowledge there are no investigations, disciplinary proceedings or other circumstances likely to lead to any such claim or legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration exceeding, in each case, EUR 200,000 (excluding costs and fees).
- c) The companies of the Target Group are not subject to any decision by a court, arbitrator or governmental authority that limits the ability to conduct their business in essentially the same way as currently conducted.

10.18.3 Sanctions Laws

To the Vendor's actual knowledge (*tatsächliche Kenntnis*), which shall not require any enquiries to be made by Vendor, none of the companies of the Target Group, their supervisory board members, directors or employees (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) knowingly engages in any dealings or transactions in relation to the business of the Target Group prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner which violates Section 2, or (iii) is a person on the list of Specially Designated Nationals and Blocked Persons or targeted by any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

10.19 Insurance

Schedule 10.19 contains a correct and complete list of all material insurance policies providing insurance cover for the assets, business and/or operations of the Target Group (together the "**Insurance Policies**"). The insurance agreements are in full force and effect, have not been terminated or threatened to be terminated. No circumstances exist which could question the existence of the insurance cover, in particular because a Target Company is in arrears with the payment of insurance

premiums or has failed to comply with any obligations under the policies. With the exception of the cases listed in Schedule 10.19 Part B no insured damages, in case of insurances relating to Owned Real Estate no insured damages exceeding EUR 10,000 per case or EUR 50,000 in the aggregate, have occurred or have been notified to the Target Companies since the Effective Date.

10.20 Internal compliance regulation

As of the date of this Agreement and as of Closing Date, (i) the Target Companies and Delta Lloyd Real Estate Fund, PCP have in place the internal compliance regulation (*Compliance Richtlinie*) which has been implemented into and applied in the day to day business, to prevent inter alia bribery by their employees in accordance with any applicable statutory or other guidance and generally accepted industry standards and (ii) to the Vendor's Best knowledge there are no circumstances which would result in a breach of the internal compliance regulation referred to above in (i).

10.21 Finder's Fee

- a) Except as disclosed in **Schedule 10.21a**), no current or past managing director (*Geschäftsführer*), member of the management board (*Vorstandsmitglied*) or employee of the Company or a Subsidiary has received or is entitled to any finder's fee or any type of commission or benefit to be paid by the Company or a Subsidiary in connection with this Agreement or the transactions contemplated herein.
- b) As of the date of this Agreement and as of Closing Date the Company or a Subsidiary has not paid and is not obliged to pay a finder's fee or any type of commission or benefit to any broker, finder, advisor, agent or any other person engaged on behalf of the Vendor in connection with this Agreement or the transactions contemplated herein.

10.22 Ordinary Course of Business

Since the Effective Date, the businesses of the Target Companies were operated in the normal and ordinary course of business. Since the Effective Date no extraordinary actions or decisions were taken or failed to be taken (including (i) events or actions mentioned in Clause 9.1.1 which, as a single event or in connection with other events, have materially adversely affected the financial situation of the Target Companies except as disclosed in **Schedule 10.22**.

10.23 No Other Representations and Warranties of Vendor

The Vendor does not make any Statement and does not give any guarantee, representation, indemnification or warranty other than the Vendor's Representations and the indemnification pursuant to Clause 14 (the "Vendor's indemnifications"), in particular with respect to risks resulting from or in connection with the Company and/or companies of the Target Group, the Shares and the shares in companies of the Target Group, the Vendor Loan Agreements and/or the condition, assets or business of the Company and/or the companies of the Target Group. All risks – other than those explicitly covered under the Vendor's Representations and the Vendor's Indemnifications or explicitly elsewhere in the Agreement – associated directly or indirectly with the Company and/or companies of the Target Group, the Shares, the Vendor Loan Agreements and/or the shares in companies of the Target Group and/or the condition, assets or business of the Company and/or companies of the Target Group shall after the Closing Date be exclusively borne by the Purchaser in relation to the Vendor and its Affiliates.

11. Remedies for Vendor's Breaches

In the event of any Vendor's Representation according to Clause 10 being incorrect or breached in whole or in part (**"Vendor's Breach"**), the following provisions shall apply.

11.1 Remedies

- a) In the event of a Vendor's Breach, the Purchaser shall have a claim for compensation of Losses in accordance with sections 249 et seq. BGB; however, it being understood that the Purchaser shall not be entitled to claim for a compensation based on the argument that the Purchaser would not have concluded the Agreement had the Vendor's Representations been correct. The compensation claim shall become due six (6) weeks as from (and including) the day of receipt of a written request for compensation by the Purchaser. The Vendor shall be entitled to provide in lieu of restitution in kind a compensation in cash (*Schadenersatz in Geld*) to the Purchaser.
- b) **"Losses"** shall be damages within the meaning of sections 249 et seq. BGB. However, Losses shall include indirect or consequential damages (*mittelbare Schäden und Folgeschäden*) other than lost profits (*entgangener Gewinn*) only to the extent that they are covered by the scope of protection (*Schutzbereich*) of the relevant Vendor's Representation and shall exclude (i) any lost profits (*entgangener Gewinn*) and (ii) internal costs and expenses incurred by the Purchaser and companies of the Target Group.

11.2 Notice of Vendor's Breach; Access by Vendor

- a) If the Purchaser, the Company or a Subsidiary becomes aware of a Vendor's Breach or any circumstances indicating a Vendor's Breach after Closing Date, the Purchaser shall notify the Vendor thereof ("**Notice of Vendor's Breach**") twenty (20) Business Days after the discovery of the Vendor's Breach or the relevant circumstances in writing. The Notice of Vendor's Breach shall state the nature of the Vendor's Breach and, to the extent reasonably possible at that point in time, a good faith estimate of the amount of the Losses expected.
- b) To the extent the Vendor reasonably requests to investigate the factual basis of the alleged Vendor's Breach and to assess the resulting Losses, the Purchaser shall provide, and shall procure that the Company and the Subsidiaries provide, the Vendor and its representatives or advisors and accountants with all relevant information, documents and assistance within the control of the Purchaser or the Purchaser's Group, including the Target Companies as far as legally possible.

11.3 Third Party Claims

11.3.1 Notification to Vendor

The Purchaser shall without undue delay (*unverzüglich*) notify the Vendor of any claim asserted against or requests made towards the Purchaser, the Company or the Subsidiaries by any third party, court, arbitrator or governmental authority or of any investigation by any court, arbitrator or governmental authority which, in each case, would reasonably be expected to give rise to a Vendor's Breach ("**Third Party Claim**").

11.3.2 No Admittance by Purchaser

In the event of a Third Party Claim the Purchaser shall not, and shall procure that the Target Companies do not, admit any liability or acknowledge, settle or dispose over any Third Party Claim without

- a) prior consultation with the Vendor; and
- b) prior written consent of the Vendor, which shall, however, not be unreasonably withheld.

11.3.3 Acknowledgement by Vendor

- a) The Vendor is entitled to take over the defence against a Third Party Claim by written notice to the Purchaser at any time at its sole discretion. In case of a take-over of the defence against a Third Party Claim, the Vendor may in

particular take any measures (or cause the Purchaser or the respective company of the Target Group to take such measures) that in its opinion are necessary to dispute, defend, acknowledge or settle such Third Party Claim in the name and on behalf of the Purchaser or the Target Companies with Purchaser's prior written consent not to be unreasonably withheld (it being deemed not unreasonable if (i) non-monetary actions (ii) monetary actions without indemnification, or (iii) an admission of fault by any party other than the Vendor Group are requested), provided that,

(i) Purchaser shall be kept informed of all circumstances of the defence,

(ii) Vendor shall consult with Purchaser at any time upon Purchaser's request, and

(iii) Purchaser may hold Vendor liable, if Vendor does not conduct the defence diligently and not in line with Purchaser's advice and causing (additional) damages thereby.

- b) To the extent requested by the Vendor for the defence against a Third Party Claim, the Purchaser shall provide, and shall procure that the relevant company of the Target Group provides, the Vendor, its representatives, advisors and accountants with all relevant information, documents and assistance.

11.3.4 Regulatory Third Party Claim

- a) In the event Third Party Claim involves or could involve a regulator ("**Regulatory Third Party Claim**") the Purchaser shall be entitled to defend Regulatory Third Party Claim and the Vendor is not entitled to take over the defence of Regulatory Third Party Claim without Purchaser's consent. The Purchaser may in particular take any measures (or cause the respective company of the Target Group to take such measures) that in its opinion are necessary to dispute, defend, acknowledge or settle Regulatory Third Party Claim in its own name or in the name and on behalf of the companies of the Target Group. The Vendor shall (i) be kept informed of all circumstances of the defence and (ii) consult with the Purchaser at any time upon Vendor's request if the circumstances permit.
- b) The Vendor shall not be liable for a Regulatory Third Party Claim if and to the extent the Purchaser or, after Closing, any of the Target Companies acknowledges or settles or waives to dispute or to defend itself against such Regulatory Third Party Claim. The preceding sentence shall not apply and the Vendor shall remain liable for the Regulatory Third Party Claim if and to the extent the Purchaser proves that the Regulatory Third Party Claim would also have arisen without the acknowledgement, settlement or waiver.

11.3.5 Costs and Expenses of Defence

The costs and expenses incurred by the respective Party for defending against the Third Party Claim or the Regulatory Third Party Claim shall be borne

- a) by the Vendor to the extent that it turns out that a Vendor's Breach was involved; and
- b) by the Purchaser to the extent that it turns out that no Vendor's Breach was involved.

The ratio of the cost-allocation of a proceeding with the third party shall also be binding between Vendor and Purchaser.

12. General Exclusions and Limitations of Vendor's Liability

12.1 Limitation of Vendor's Liability

Without prejudice (*unbeschadet*) to any other exclusions or limitations set forth in this Agreement, the Vendor shall not be liable and the Purchaser shall not have any claims against the Vendor under or in connection with the Vendor's Representations, if and to the extent (i.e. provided that such exemption shall only relieve the Vendor of its liability to the extent that the occurrence of any of the conditions below would have reduced the respective Loss) that one of the following exemptions applies:

- a) the Purchaser, its Affiliates and/or, after the Closing Date, a Target Company, has negligently caused or contributed to the relevant Losses according to section 254 BGB; and/or
- b) the procedures and time limits set forth in Clause 11.2 and 11.3 have not been complied with by the Purchaser or any of its Affiliates or the Target Companies and such non-compliance has caused or increased the damage resulting from the Vendor's Breach; and/or
- c) where guarantee statements refer to title to (*Inhaberschaft*) or ownership of (*Eigentum*) assets (*Gegenstände*), the existence of and/or obligation to grant the following third party rights with respect to these assets shall not be deemed to qualify as a Vendor's Breach: (i) statutory third party rights (e.g. statutory security rights in favour of tax authorities, statutory pre-emption rights (*Vorkaufsrechte*) of governmental entities, landlord-pledges (*Vermieterpfandrechte*) according to section 562 BGB; rights according to section 72 VAG) or (ii) customary (*handelsübliche*) security rights for debt reflected in the Financial Statements or the Interim Financial Statements (e.g. security rights granted to banks to secure their credit); and/or

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- d) any claims of the Purchaser that result from or are increased as a result of:
- (1) any change in accounting practices of the Purchaser, its Affiliates and/ or, after the Closing Date, a company of the Target Group; and/or
 - (2) any change in the accounting or taxation policies or practices (including methods of submitting Tax Returns) applied by the Purchaser, its Affiliates and/or a company of the Target Group on or after the Closing Date; and/or
 - (3) the passing of, or a change in, any law, regulation or rule or the change of interpretation of any law, regulation or rule by any of the German Federal Courts reversing or amending its prior interpretation or a change in the written administrative practice of BaFin after the Closing Date or the facts underlying a claim are triggered by transactions contemplated in this Agreement;
- e) the matter to which the claim of the Purchaser relates has been taken into account in the Financial Statements or the Interim Financial Statements as a liability (*Verbindlichkeit*), provision (*Rückstellung*) other than by a general provision (*pauschale Rückstellung*) not calculated in view of specific risks, depreciation (*Abschreibung*) or valuation adjustment (*Wertberichtigung*); and/or
- f) based on the argument that the Purchaser calculated the Purchase Price on an incorrect basis and thereby multiplying an alleged damage; and/or
- g) the Purchaser or its legal representatives (*Organ*) or any person involved in the transaction by (i) having entered the VDR, (ii) taking part in any of the management meetings and any of the expert calls listed in **Schedule 12.1g) Part A**, except as specified in **Schedule 12.1g) Part B** on behalf of the Purchaser, the Guarantor or any Affiliate of the Guarantor had actual knowledge (*positive Kenntnis*) prior to the date of this Agreement of the circumstances constituting the relevant Vendor's Breach; and/or
- h) the matter to which the claim of the Purchaser relates or the underlying facts were disclosed in the Agreement or any of the Schedules attached to the Agreement regardless of whether or not the relevant Clause or Schedule makes specific reference to the Clause of the Agreement which includes the respective Vendor's Representation (provided that such matters are fairly disclosed in sufficient detail and in a manner and location within the Agreement or the Schedules where a reasonable person knowing the Agreement and all Schedules thereto would be able to identify such information in connection with the specific Vendor's Representation – in order to enable the Purchaser to assess their relevance to the specific Vendor's Representation); and/or
- i) the matter to which the claim of the Purchaser relates or the facts underlying or constituting such claim were disclosed in writing in the virtual data room made available to the Purchaser in the course of the process, including the written Q&A process contained in such virtual data room (the "VDR"); provided, that

information shall only be deemed to have been disclosed for purposes of this Section 12.1(i) if (i) such information is either included in the Blue Ray Disc delivered by Sterling on behalf of Vendor to Linklaters as Purchaser's legal counsel on January 12, 2015, labelled "BLUE 9th January 2015 11:15 GMT", containing the full contents of the VDR or communicated by Vendor or its legal advisors by any of the e-mails (including the attachments thereto) which are shown (excluding attachments thereto) in **Schedule 12.1 i**), and (ii) such information is fairly disclosed in the VDR in sufficient detail and in a manner and in a location where a reasonable person would expect to search for such information in connection with the specific Vendor's Representation in order to enable the Purchaser to assess their relevance to the specific Vendor's Representation; provided, further, that this Clause 12.1(i) shall not apply to Clauses 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.11, 10.12.1g), 10.14, 10.20, or to the failure to include information in any Schedules referenced in any such Clauses.

- j) where the liability is contingent only, the Vendor shall only be liable if and until such contingent liability becomes an actual liability or is finally adjudicated; and/or
- k) where the realisation of the claim would lead to or result in a double discharge of the Loss in question(*keine Doppelanrechnung*). For the avoidance of doubt, if the Purchaser is entitled to a claim or payment in respect of the same factual circumstances under more than one provision of this Agreement, it shall only be entitled to recover once; and/or
- l) where advantages result from the specific cause of the Vendor's liability, in particular tax advantages and damages covered by a claim against Third Parties.

Clause 12.1 h) and i) shall not apply to claims arising due to a breach of any Fundamental Representation set forth in Clause 10.

12.2 Tax Representations

If any of the Vendor's Representation set forth in Clause 10.17 is breached, the Vendor shall solely be liable for Losses in the form of non-Tax damages (*nichtsteuerliche Schäden*) (subject to the further limitations contained in this Agreement), and the Purchaser shall not be liable to claim any indemnity for Taxes based on a breach of such Vendor's Representation, except for late payment or filing charges that may result from a breach of Clause 10.17 a) and are assessed for periods after the Effective date. Clause 14 shall remain unaffected.

12.3 Monetary Limits

12.3.1 De Minimis Rules

The Vendor shall only be liable for Vendor's Representations if and to the extent (*Freibetrag*)

- a) the amount of an individual claim or the aggregate amount of a series of claims based on the same origin (*gleicher Lebenssachverhalt*) exceeds EUR 75,000 (in words: Euro seventy-five thousand) (*individual de minimis*) ("**Individual De Minimis Amount**"); and in addition
- b) the total amount of all claims exceeding the Individual De Minimis Amount exceeds EUR 500,000 (in words: Euro five hundred thousand) (*de minimis*) ("**De Minimis Amount**").

12.3.2 Liability Cap

The aggregate liability of the Vendor under this Agreement shall not exceed 35% of the Purchase Price attributed to the Shares ("**General Liability Cap**").

12.3.3 Inapplicability of Monetary Limits

The caps set forth in Clause 12.3 (*Monetary Limits*) shall not apply to claims arising due to (i) a breach of the Vendor's Representations set forth in Clause 10.3a (*Shares in Company and Subsidiaries*) and Clause 10.17 (*Tax*) which shall be limited to 100% of the Purchase Price (i.e. EUR 66,450,000.00 (in words: sixty six million four hundred and fifty thousand Euro) (the "**Title Liability Cap**"), (ii) (A) a breach of the Vendor's Representations set forth in the Fundamental Representations other than covered by the Title Liability Cap and (B) claims arising due to a breach of the Vendor's Covenants other than set forth in Clause 9.1.1 which shall be limited to 50% of the Purchase Price (i.e. EUR 33,225,000.00 (in words: thirty three million two hundred and twenty five thousand Euro) (the "**Fundamental Liability and Covenant Cap**"); and together with the General Liability Cap and the Title Liability Cap the "**Liability Caps**") and (iii) the obligation set forth in Clause 14.6.2 lit. a, which shall be unlimited. However, in case of the Vendor's liability mentioned in Clause 12.3.2 and mentioned under this Clause 12.3.3 (i) and (ii), the damages shall fill-up the General Liability Cap under Clause 12.3.2 and/or the Title Liability Cap and the Fundamental Liability and Covenant Cap set out under this Clause 12.3.3, so that the respective Liability Cap is reduced by an amount equal to the damages accrued under the other Liability Caps.

12.4 Time Limits

12.4.1 Limitation

All claims of the Purchaser under or in connection with the Vendor's Representations or the Vendor's Covenants shall become time barred (*verjähren*) on June 30, 2017, regardless of when the claim came into existence and/or when the Purchaser became aware or should have become aware of the facts underlying the claim (*ohne Rücksicht auf die Entstehung des Anspruchs und die Kenntnis oder grob fahrlässige Unkenntnis der den Anspruch begründenden Umstände*), with the exception of all claims of the Purchaser

- a) for Vendor's Breaches pursuant to Clause 10.3 (*Shares in Company and Subsidiaries*) a) and b) which shall become time barred (*verjähren*) ten (10) years after Closing and for Vendor's Breaches of the Fundamental Representations which shall become time barred (*verjähren*) seven (7) years after Closing and for Vendor's Breaches pursuant to Clause 10.7.4 (*Environmental contaminations*) which shall become time barred (*verjähren*) on June 30, 2019, regardless of when the claim came into existence and/or when the Purchaser became aware or should have become aware of the facts underlying the claim (*ohne Rücksicht auf die Entstehung des Anspruchs und die Kenntnis oder grob jahrlässige Unkenntnis der den Anspruch begründenden Umstände*);
- b) arising pursuant to Clause 10.17 (*Tax*) which shall become time barred (*verjähren*) five (5) years after Closing.

12.4.2 Exclusion

Sections 203 and 209 BGB shall not apply.

12.5 Exclusion of Other Rights and Remedies of the Purchaser

The rights and remedies which the Purchaser may have against the Vendor based on a Vendor's Breach of any of the Vendor's Representations shall be limited to the rights and remedies explicitly set forth in this Agreement, and the rights and remedies provided for in this Agreement shall be the exclusive rights and remedies available to the Purchaser in relation to Breaches of the Vendor's Representations. Thereby in particular

- a) any defect-related rights and claims in accordance with sections 434 to 441, 443 and 453 BGB;
- b) any rights to withdraw (*zurücktreten*) from this Agreement or to require the unwinding of the transactions contemplated by this Agreement, any rights to reduction of the purchase price (*Minderung*), avoidance (*Anfechtung*), or any rights to terminate the Agreement;
- c) any rights and claims for breach of pre-contractual obligations (*culpa in contrahendo*, sections 241 (2), 311 (2) (3) BGB);
- d) any claims for frustration of agreement pursuant to section 313 BGB (*Störung der Geschäftsgrundlage*) and any other rights to require adjustment of the Agreement (*Vertragsanpassung*); and
- e) any claims based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*) shall be excluded.

12.6 Liability from wilful misconduct
Section 276 (3) BGB will prevail in relation to the limitations pursuant to Clauses 12.1, 12.3, 12.4 and 12.5.

13. Purchaser's and Guarantor's representations; Purchaser's Indemnification

13.1 General

The Purchaser and the Guarantor hereby represent and warrant to the Vendor by way of an independent guarantee (*selbstständiges Schuldversprechen*) that the statements set forth in this Clause 13 (together the "**Purchaser's Representations**") are correct and complete on the date of this Agreement up to the Closing Date. The Purchaser's Representations are made only within the scope and subject to the qualifications, requirements, limitations, rights and remedies of Clause 12, which applies *mutatis mutandis* to the scope of the Purchaser's Representations, to breaches of the Purchaser's Representations and to the rights and claims of the Vendor due to such breaches.

13.2 Authorisation of Purchaser

13.2.1 Status

The Purchaser is duly established and validly existing as a limited company (*GmbH*), incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) of Munich under no. HRB 214744. The Guarantor is duly established and validly existing as a limited company under the laws of Bermuda.

13.2.2 No insolvency

- a) Neither the Purchaser nor the Guarantor is over-indebted, unable to pay its debts when they become due (*zahlungsunfähig*), insolvent or subject to any insolvency proceedings. No circumstances exist that would require or justify the opening of or a petition for the opening of such proceedings pertaining to the Purchaser or the Guarantor.
- b) The location in which the Purchaser is actually administered and where all material decisions are taken (*tatsächlicher Verwaltungssitz*) is in Germany. The location in which the Guarantor is actually administered and where all material decisions are taken (*tatsächlicher Verwaltungssitz*) is in Bermuda.

13.2.3 Due authorisation

Both the Purchaser and the Guarantor have the power, authority and capacity to execute and perform this Agreement and the transactions contemplated herein. All legally necessary corporate action has been taken and all legally necessary consents have been obtained by the Purchaser and the Guarantor with regard to the execution and performance of this Agreement and the transactions contemplated herein other than the clearances by the merger control authorities and the BaFin referred to in Clauses 7.1 and 7.2 and other approvals expressly referred to in this Agreement.

13.2.4 Legal, valid, binding and enforceable obligations

This Agreement has been duly executed on behalf of the Purchaser and the Guarantor and constitutes legal, valid and binding obligations of the Purchaser and the Guarantor which are enforceable under German law in accordance with their terms.

13.2.5 No interference

No legal or administrative proceedings are pending or, to best knowledge of the Purchaser or the Guarantor, threatened against or affecting the Purchaser or the Guarantor before any court, arbitrator or governmental authority which could in any manner materially affect the execution or performance of this Agreement or the transactions contemplated herein. No circumstances exist that could give, from an objective point of view, rise to any of the foregoing.

13.3 Financial capability

The Guarantor has sufficient immediately available funds or binding, unconditional and irrevocable financing commitments and will finance the Purchaser to effect the payment of the Purchase Price in accordance with this Agreement.

13.4 No knowledge of Vendor's breach

Based on its due diligence review or otherwise, the Purchaser has no actual knowledge of any circumstances that could give rise to claims against the Vendor under or in connection with this Agreement.

13.5 Indemnification by Purchaser

Should the Company or any of the Subsidiaries assert any claims against the Vendor or any other company of the Vendor Group based on (a) sections 57, 62 AktG, (b) section 117 AktG, (c) sections 311 through 319 AktG or (d) sections 30, 31 German Limited Liability Company Act (*GmbHG*), the Purchaser shall indemnify the Vendor or, as the case may be, any other company of the Vendor Group from any such liability against the Company or any of its Subsidiaries and any reasonable cost associated with the defense against such claims.

14. Tax Indemnification

14.1 Definitions

The following terms, as used in this Agreement, shall have the following meaning:

“**Effective Date**” means December 31, 2013.

“**Indemnifiable Tax**” means (i) any Tax imposed on any Target Company by any Taxing Authority and relating to any time period (*Zeitraum*) or portion thereof ending on or before the Effective Date, and (ii) any extraordinary Tax imposed on any Target Company by any Taxing Authority for the period after the Effective Date until the date of this Agreement because of (a) a reorganization involving such Target Company under the German Reorganization Tax Act (*Umwandlungssteuergesetz*) has been executed during this time period; or (b) any of the Target Companies has taken any measure, action or omission during such time period which results in the tax group for VAT purposes (*umsatzsteuerliche Organschaft*) with the Company as controlling entity (*Organträger*) and DLL, DLA, DLP and HLV as controlled entities (*Organgesellschaften*) not being recognized for VAT purposes; or (c) any sale and/or transfer of real estate assets between the Target Companies during this time period; or (d) any waiver of debt between the Target Companies during this time period.

“**Relevant Tax Matter**” means any existing or future proposed audit, assessment, dispute or other circumstance, in each case relating to any matter which could give rise to (or increase) a Tax Indemnification Claim or a claim of Vendor under this Clause 14.

“**Tax or Taxes**” means any taxes within the meaning of section 3 of the German Fiscal Code (*Abgabenordnung*) and equivalent taxes under the laws of any other jurisdiction, customs duties and social security contributions irrespective of whether (i) owed as primary tax liability or secondary liability, (ii) assessed or withheld or (iii) payable by law or by contractual obligation, together in each case with any interest, penalty, fine or addition thereto.

“**Tax Benefits**” shall have the meaning as defined in Clause 14.2.1c).

“**Tax Indemnification Claim**” shall have the meaning as defined in Clause 14.2.1.

“**Tax Refund**” means any repayment of any Tax, received in cash, by way of set-off or otherwise.

“**Tax Return**” means any return, declaration, report, claim for refund, notice, form or information, applications, notifications and registrations relating to any Tax, including any schedule or attachment thereto.

“**Taxing Authority**” means any competent governmental authority in charge of imposing any Tax.

“**VAT**” means any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112)

14.2 Tax indemnification

14.2.1 Subject to the provisions contained in this Clause 14.2.1, the Vendor shall pay to the Purchaser an amount equal to any Indemnifiable Tax (the “**Tax Indemnification Claim**”), provided that the Vendor shall not be liable vis-a-vis the Purchaser (and the Tax Indemnification Claim shall be reduced accordingly) if and to the extent:

- a) the respective Tax has been paid until the Effective Date;
- b) liabilities (*Verbindlichkeiten*) or provisions (*Rückstellungen*) for the respective Tax are included in the Financial Statements,
- c) the Purchaser, any of the Target Companies or any of their Affiliates are entitled to any benefits in respect of Taxes that are associated with a Tax Indemnification Claim and arise for periods or portions thereof beginning after the Effective Date, including (without limitation) benefits resulting from the lengthening of any amortization or depreciation periods, a step-up in the Tax basis of assets or the non-recognition of liabilities or provisions (*Phasenverschiebung*) (herein collectively “**Tax Benefits**”), it being understood that the net present value of the corresponding Tax Benefits shall reduce the Tax Indemnification Claim. The net present value shall be calculated on the basis of (a) the Tax rates applicable (or expected to be applicable) in the year in which the respective Tax Benefit arises, and (b) an applied discount factor of four (4) per cent p.a. If the discount period cannot be determined a period of five (5) years shall be used;
- d) the amount of Taxes results from any transaction, action or omission (including but not limited to the change in the exercise of any Tax election right, the termination of any Tax consolidation scheme, the approval or implementation of any reorganisation measure or the sale of any asset) taken by the Purchaser, any of the Target Companies or any of their Affiliates on or after the Closing Date unless mandatorily required under applicable law;
- e) the respective Tax has been caused by a non-compliance of any Target Company, the Purchaser, or any of their Affiliates with the procedures set forth in Clauses 14.4 and 14.5; or
- f) the amount of Taxes has been or may be recovered from a third party (including under an insurance policy).

14.2.2 Any amounts payable to the Purchaser under this Clause 14.2 shall be payable and due within five (5) Business Days prior to the due date of the respective tax but not before ten (10) Business Days after the Vendor has been notified by the Purchaser about such due date.

14.3 Tax refunds

The Purchaser shall pay to the Vendor any Tax Refunds received by the Target Companies (i) for any time period (*Zeitraum*) or portions thereof ending on or before the Effective Date, except to the extent the respective claim for a Tax Refund is shown in the Financial Statements or to the extent such Tax Refund will result in a corresponding Tax liability as a reversal effect in the time period after the Effective Date, it being understood that only the net present value of the future Tax liability shall reduce the Tax Refund by applying the calculation method as set forth in Clause 14.2.1 c) accordingly, and (ii) for any time period or portions thereof after the Effective Date if the relevant Tax was previously indemnified under this Agreement. The Purchaser shall notify the Vendor in writing within ten (10) Business Days of any relevant decision by the Taxing Authority, and any amount payable to the Vendor pursuant to this Clause 14.3 shall be due and payable within twenty (20) Business Days after the Tax Refund has been received by the Target Company.

14.4 Tax returns and tax assessments

14.4.1 Tax Returns to be filed after the Closing Date for any period ending before or including the date of this Agreement shall be prepared consistent with the policies, procedures, practices and election rights adopted in the financial statements of the relevant Tax period unless any deviation from such policies, procedures, practices or election rights is mandatorily required under applicable law. The Purchaser shall ensure that any Tax Return to be filed for any period ending before or including the date of this Agreement will not be filed without the Vendor's consent which shall not unreasonably be withheld or delayed. Such Tax Returns shall be furnished to the Vendor no later than thirty (30) Business Days prior to the due date of the relevant Tax Return and will be filed in accordance with the Vendor's instructions unless and except to the extent such instructions do not comply with mandatory law. The Vendor shall provide instructions within twenty (20) Business Days after receipt of the relevant Tax Return. Any Tax Returns relating to any period ending before or including the date of this Agreement may not be amended without the prior written consent of the Vendor, which shall not be unreasonably withheld by the Vendor, and the Purchaser shall follow, and shall cause the Target Companies to follow any instructions of the Vendor regarding the amendment of such Tax Returns unless otherwise required under mandatory law.

14.4.2 If, after the Closing Date, any Taxing Authority informs the Purchaser or any Target Company of a Relevant Tax Matter, or if the Purchaser or any Target Company otherwise becomes aware of any Relevant Tax Matter, the Purchaser shall notify the Vendor of such matter. The Purchaser's notice shall be given within five (5) Business Days after the Purchaser or the relevant Target Company has received the relevant information or knowledge, or at any earlier date if required to enable the Vendor to participate in any Tax audit or to review the relevant Tax assessment within the applicable period available for an appeal or other legal remedy. If the Purchaser has reason to believe that a payment is to be made by the Vendor pursuant to Clause 14.2, such notice shall state the amount of the alleged Tax Indemnification Claim and must be accompanied by evidence reasonably necessary to determine the fact, amount and payment of such claim.

14.5 Cooperation on tax matters

14.5.1 The Purchaser shall, and shall ensure that the Target Companies, their Affiliates and their respective employees and advisors fully cooperate with the Vendor and its advisors in connection with any Relevant Tax Matter, including but not limited to the filing of any Tax Return, the conduct of any inquiry, examination, audit, investigation, negotiation, dispute, appeal or litigation, and the Vendor shall be in control of any Relevant Tax Matter and the Purchaser shall (and shall ensure that the Target Companies) follow any instructions of the Vendor unless and to the extent such instructions do not comply with mandatory law.

14.5.2 In particular, and without prejudice to the aforementioned the Purchaser shall

- a) not cause or permit any of the Target Companies to take any action on or after the Closing Date (including, without limitation, the making or changing of any Tax election, the amendment of any Tax Return or the taking of any Tax position on any Tax Return) that could give rise to (or increase) any Tax Indemnification Claims unless such action is mandatorily required under applicable law;
- b) keep and make available to the Vendor, and instruct that the Target Companies will keep and make available to the Vendor, all books, records and information relating (wholly or partly) to any Relevant Tax Matter in accordance with, and during the periods required under statutory law (and to the extent such books, records and information might be of relevance for the Relevant Tax Matter, until the relevant Tax has become final and binding and can no longer be amended);
- c) provide, or instruct the Target Companies to provide, to the Vendor and its advisors, which are bound to professional secrecy, upon the Vendor's request, all relevant documents or other information and permit, or instruct the Target Companies to permit, the Vendor and their representatives to have access, during regular business hours and upon reasonable advance notice, to the premises, employees and books and records of the Target Companies, to the extent relating to a Relevant Tax Matter;

- d) permit, or instruct the Target Companies to permit, the Vendor and its advisors, which are bound to professional secrecy, to participate at their discretion, in all current and future Tax proceedings relating (wholly or partly) to a Relevant Tax Matter;
- e) challenge and litigate, and instruct the Target Companies to challenge and to litigate, at the request of the Vendor and at the Vendor's discretion and according to the Vendor's instructions, any Tax assessment relating to a Relevant Tax Matter;
- f) authorize, or instruct the Target Companies to authorize the Vendor or its advisors (upon the Vendor's request), by power of attorney and such other documentation as may be necessary and appropriate to represent the Target Companies in the Relevant Tax Matter; and
- g) not accept, compromise, dispose of or settle, and instructs that none of the Target Companies accepts, compromises, disposes of or settles, any Tax proceedings or Tax assessment relating to a Relevant Tax Matter without the Vendor's prior written consent, which shall not be unreasonably withheld by the Vendor.

14.5.3 If any Tax assessment is challenged or litigated by any Target Company upon request of the Vendor (as set forth in Clause 14.5.2) any process costs such as court and administrative fees shall be at the Vendor's expense. The same applies for any legal advisor fees, which occur in relation to the representation of such Target Company in respect of the challenge or litigation of the Tax assessment ("**Tax Proceeding Representation**"). In this respect, the Vendor shall be entitled to instruct the respective Target Company on which particular legal advisor it shall engage for the Tax Proceeding Representation, and neither the Target Company nor the Purchaser shall have the right to engage any other advisor for the Tax Proceeding Representation. Any other costs in relation to any tax cooperation under this Clause 14 shall be borne by the Party or Target Company incurring the costs individually.

14.5.4 With respect to periods until Closing the Vendor shall in good faith consider any request of the Purchaser to provide upon the Purchaser's expense any oral or written information with respect to Taxes, which may reasonably be required for the Purchaser to settle any existing or future proposed audit, assessment, dispute or other circumstance with the relevant Taxing Authority (without limiting any of the rights of the Vendor or the Purchaser under this Clause 14).

14.6 Miscellaneous

- 14.6.1 All payments to be made by the Vendor to the Purchaser or by the Purchaser to the Vendor under this Clause 14 shall (for accounting purposes) constitute a reduction or an increase in the Purchase Price, as the case may be. If and to the extent payments are made by the Vendor directly to any of the Target Companies, such payments shall be construed and deemed as contributions (*Einzlagen*) made by the Purchaser into the respective Target Company and shall be treated as a reduction of the Purchase Price as between the Vendor and the Purchaser.
- 14.6.2 With respect to German real estate transfer tax ("**RETT**") the following shall apply:
- a) Any RETT triggered by the execution and consummation of this Agreement – except for RETT (if any) triggered with respect to minority shareholdings held by the Target Group in any real estate partnership which shall be solely borne by the Purchaser – shall be split between the Vendor and the Purchaser such that each of the Vendor and the Purchaser bears 50% of such RETT.
 - b) The Parties shall fully cooperate with each other, and shall have joint control, for the purpose of defending against any such RETT if either Party, in its sole discretion, deems the RETT amount due inappropriate, in particular the Purchaser shall ensure that (i) the Vendor will be informed immediately about any announced assessment of RETT, (ii) such assessment will be contested upon the Vendor's request and (iii) the Vendor is able to fully participate in any proceeding with the Taxing Authorities or any Tax court in respect of such RETT. If the RETT assessment is contested, the Vendor and Purchaser shall each bear 50% of any process costs, such as court fees, administrative fees and lawyers fees for representation of the relevant Target Company in a court case. Any other costs of the Parties, for example any additional advisor fees, are to be borne by the Party incurring the costs individually.
 - c) The Parties agree that the Purchaser shall file, on its own behalf and on behalf of the Vendor, the RETT notification according to sections 19 and 20 of the German RETT Act ("**RETT Notification**"), and the Vendor and the Purchaser shall fully cooperate for the purpose of filing the RETT Notification. If Closing does not occur and nonetheless any RETT has to be paid, or remains due, then such RETT shall be solely borne by the Purchaser (irrespective of the reason why such RETT is (or remains) payable); provided however that if Closing does not occur because the competent authorities granted clearance for the transactions contemplated in this Agreement only with obligations or conditions or similar qualifications, commitments or other agreements within the meaning of Clause 7.4 which are not incurring any material obligations to the Vendor or any company of the Vendor Group and which the Purchaser is able and willing to fulfil at its own cost but the Vendor denies the fulfilment of the respective Closing Conditions then any RETT nonetheless due shall be borne equally between the Parties. In addition, if RETT is payable before Closing such RETT shall be expensed entirely by the Purchaser, and the Vendor shall reimburse 50% of such RETT upon Closing to the Purchaser.

- 14.6.3 Claims under this Clause 14 shall be time-barred six (6) months after the Tax assessment (*Steuerbescheid*) for the respective Tax and the respective assessment period can no longer be challenged or amended by the relevant Taxing Authority, provided however, that the Vendor's rights under this Clause 14 shall not be time-barred before the expiration of three (3) months after the Vendor has been notified by the Purchaser about the circumstance giving rise to a Vendor's claim.
- 14.6.4 The limitations set forth in Clause 12.3 and 12.4.1 shall not apply to any claims under this Clause 14.
- 14.6.5 Clause 12.5 shall apply accordingly to any claims under this Clause 14.

15. Intra-Group Relations

15.1 General

The Vendor and the Purchaser shall reasonably cooperate to procure a smooth and expedient transition of the Target Group to the Purchaser.

15.2 Period between signing of this Agreement and Closing

- a) In the period between the date of signing of this Agreement and the Closing Date, the Vendor shall provide to the Purchaser (i) those material financial and operational information relating to the Target Group's business which the Target Companies provide to their supervisory boards and/or the Vendor, including all quarterly financial reporting documentation of the Target Group, (ii) financial, actuarial and other relevant information reasonably required for the tasks outlined in Clauses 15.2c), 15.2d), 15.2e), 15.2f) and (iii) such other additional information in relation to the conduct of operations of the Target Group which the Purchaser may reasonably request for the purpose of implementing this Agreement. To the extent required by the Purchaser for the purpose of implementing this Agreement, the Vendor shall further grant to the Purchaser reasonable access to the board members of the Company and/or senior employees of the Target Companies on a case by case basis and the Purchaser and Guarantor and their Affiliates shall refrain to contact any board members or employees of the Target Group without prior consent of Vendor, such consent not to be unreasonably withheld and deemed to be granted if and to the extent as agreed in the joint projects outlined in Clauses 15.2c), 15.2d), 15.2e) and 15.2f). The confidentiality obligations set out under Clause 18 shall apply vis-a-vis the Purchaser, Guarantor and any of its Affiliates in respect of all information and documents made available under this Clause 15.2 and the obligations of the Purchaser under this Clause 15.2 shall only exist to the extent that the outstanding merger control clearance in accordance with Clause 7.1 does not hinder granting such information access and/or forwarding of documentation.

- b) The Parties agree that the Guarantor will be required to link several aspects of the Target Group's operations to the organization and processes of the Guarantor and its Affiliates. The Parties shall within four (4) weeks after the date of this Agreement implement a joint preparation team (the "**Preparation Team**") consisting of one representative of each the Vendor, the Purchaser and the Company. Initially, the Preparation Team will set up the "**US-GAAP Team**" covering the aspects in relation to Clause 15.2c), the "**S-II Team**" covering the aspects in relation to Clause 15.2d) and the "**IMA Team**" covering the aspects in relation to Clause 15.2e) (each a "**Team**"). Each Team will be headed by a board member or senior employee of the Target Group and will include team members of the Purchaser. The respective Teams will report to the Preparation Team, which shall supervise the daily operations of the Teams. This Preparation Team will report to the Steering Committee consisting of a representative of the Vendor and the Purchaser and the CEO of the Company joining as a non-voting member. The initial structure to be set up is shown in **Schedule 15.2b**). The Preparation Team will at any time operate within the specific mandate the Steering Committee defines. The Steering Committee can decide to expand or limit the scope of the Preparation Team's projects at any time, based on requirements as revealed by new insights the Parties develop during the course until Closing. Upon substantiated request of the Preparation Team, the Steering Committee can at any time agree to expand or reduce the number of staff in the respective Teams.
- c) The Parties agree that the Guarantor will be required to integrate the Target Group's financials in its US-GAAP reporting at latest as of the end of the first quarter following Closing. As the Target Group does not have employees experienced in US-GAAP, the Purchaser intends – based on today's planning - to use well-qualified finance or actuarial staff employed by the Guarantor or any of its subsidiaries or consultants who shall at the costs of the Purchaser or any other Affiliated of the Purchaser prepare the US-GAAP reporting according to the Guarantor's accounting guidelines based on the Target Group's German GAAP accounts. In order to develop the most feasible approach to achieve the Purchaser's target of timely US-GAAP reporting causing the least impact on the day-to-day operations of the Target Group, the Parties will according to Clause 15.2b) set up the US-GAAP Team who shall have the task to establish in good faith the organisational setup, operational structures and staffing required to accomplish the goal of timely US-GAAP reporting with the least impact on the day-to-day operations of the Target Group prior to Closing. Upon request of the Purchaser, DLL or the Company shall house at the costs of the Purchaser up to five (5) finance or actuarial individuals named by Purchaser who shall be part of the group preparing the US-GAAP reporting. It is the common understanding of the Parties that any work for preparing the US-GAAP reporting shall prior to Closing not materially impact the day-to-day operations of the Target Group and that the management boards of the Target Group can at any time stop the relevant persons involved and call for the Steering Committee's review and appropriate amendment of the process. Any flow of information on the Target Group shall be exclusively dealt with under Clause 15.2a).

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- d) The Vendor agrees to provide certain information and support regarding the implementation of Solvency II as outlined in Schedule 10.15.8 for the time between signing of this Agreement and Closing. As such support will terminate at Closing, the Parties will according to Clause 15.2b) set up the S-II Team who shall establish the requirements of future support to Target Group by the Guarantor or its Affiliates or advisors and define the information flow in either direction required. It is the common understanding of the Parties that any work of the S-II Team shall not materially impact the day-to-day operations of the Target Group and that the management boards of the Target Group can at any time stop the relevant persons involved and call for the Steering Committee's review and appropriate amendment of the process. Any flow of information on the Target Group shall be exclusively dealt with under Clause 15.2a).
- e) The Parties agree that it is the interest of the Target Companies to have implemented the structural changes within the Target Group required for DLA fulfilling its obligations under the Investment Management Agreement as from the effective date of the Investment Management Agreement which is targeted to be Closing. The Parties further agree that neither the Vendor nor the Target Group shall be required to take actions having an irreversible effect or to implement structural changes prior to Closing but the goal shall rather only be to prepare the steps to be able to implement such measures necessary for the implementation of the Investment Management Agreement, however, taking into account that the preparation itself shall cause as little disturbance or material changes of the Target Group's operations as possible. In order to develop the most feasible approach to achieve both goals described in the preceding sentences, the Parties will according to Clause 15.2b) set up the IMA Team who shall in good faith develop a transitional plan (the "**IMA Transitional Plan**") specifying the details of the required measures and the relevant envisaged timeline for their preparation prior to Closing. The Parties undertake to promote in good faith the implementation of the IMA Transitional Plan following its approval by both the Vendor and the Purchaser and shall consult with each other on its implementation on a monthly basis (or more often, if reasonably requested by either Party). It is the common understanding of the Parties that any work of the IMA Team shall not materially impact the day-to-day operations of the Target Group and that the management boards of the Target Group can at any time stop the relevant persons involved and call for the Steering Committee's review and appropriate amendment of the process. Any flow of information on the Target Group shall be exclusively dealt with under Clause 15.2a).
- f) The Guarantor and its Affiliates are subject to certain economic or financial sanctions or trade embargo laws administered or enforced from time to time by the European Union, the United States, Her Majesty's Treasury of the United Kingdom or any other applicable jurisdictions, including but not limited to sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any order or license issued thereunder (collectively, "**Sanctions Laws**"), all laws, rules

and regulations of any jurisdiction applicable to the Purchaser, its Affiliates or the Target Companies from time to time concerning or relating to bribery or corruption, including but not limited to the United States Foreign Corrupt Practices Act of 1977, as amended (“**Anti-Corruption Laws**”) or the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (“**Patriot Act**”). The Vendor agrees that the Purchaser shall have the opportunity to review the compliance of the Target Group with the Sanction Laws, Anti-Corruption Laws and the Patriot Act to the extent reasonably required in view of the run-off business of the Target Group and based on the understanding that (i) such review shall be done by an external law firm or other service provider bound by professional secrecy obligations against the respective Target Companies to the extent that personal data protected by Privacy Laws is involved in the review, (ii) the review shall not cause any material disturbances to the Target Group’s business and (iii) any costs (including internal costs) in relation to that exercise at the level of the Target Group shall be reimbursed by the Purchaser if no Closing occurs. Scope and details of such review shall be decided by the Steering Committee. To the extent that such review shows breaches of any Sanction Laws, Anti-Corruption Laws or the Patriot Act by any of the Target Companies, the Steering Committee shall determine in good faith any reasonable actions to be taken in order to terminate such breach prior to Closing and ensure compliance with Sanction Laws, Anti-Corruption Laws and the Patriot Act (including the implementation of adequate policies and procedures). Any flow of information on the Target Group shall be exclusively dealt with under Clause 15.2a).

15.3 Intercompany service agreements

- 15.3.1 Companies of the Target Group entered into an advisory services agreement with Delta Lloyd Asset Management N.V. (“**DLAM NV**”) in connection with the re-integration of the front and back office in the companies of the Target Group (the “**Advisory Service Agreement**”). In the course of the disentanglement, the Vendor shall cause the Advisory Service Agreement to be terminated with effect as of the Closing Date.
- 15.3.2 Subject to Closing, the Purchaser hereby guarantees, irrevocably and without limitation, to the respective counterparty of the Vendor Group that following the Closing DLL will fulfil all its obligations under the following agreements (the “**Guaranteed Intercompany Agreements**”) during the entire term of the respective Guaranteed Intercompany Agreement:
- a) Services agreement between Schadeverzekering N.V., Amsterdam and DLL (replacing certain existing agreements) which will be concluded prior to Closing in such form as attached as **Schedule 15.3.2a**); and
 - b) Agreement between the Vendor and DLL dated June 6/15, 2012 regarding legal proceedings in connection with loans granted by DLL to Janssen & Helbing GmbH as attached as **Schedule 15.3.2b**).

The Purchaser hereby waives any rights it may have to require the respective counterparty of the Vendor Group to proceed first against or claim payment from DLL with the effect that as between the respective counterparty of the Vendor Group and the Purchaser, the latter shall be liable as principal debtor as if it had entered into the Guaranteed Intercompany Agreements to fulfil any obligation under the Guaranteed Intercompany Agreements, jointly and severally with DLL.

15.4 Use of Trade marks and Names

15.4.1 Transfer of Trade marks and Names

The Company shall prior to Closing sell and transfer certain trademarks including the designations “Delta Lloyd” or “DL” to the Vendor according to the Trademark Sale and Transfer Agreement a draft of which is attached as **Schedule 15.4.1**.

15.4.2 Scope of usage

- a) Subject to Clause 15.4.2.b) the Purchaser hereby undertakes to refrain from using the designations “Delta Lloyd” or “DL” and any Delta Lloyd-logo or a component thereof (with or without any additions) or any confusingly similar names, trade or service marks, other designations or logos (such designations together the “**Vendor Group Designations**”) as part of a trade name (*Unternehmenskennzeichen*), domain name, trade or service mark, logo or other identifier of source of goodwill.
- b) The Vendor hereby permits (*gestattet*) the companies of the Target Group to continue to use as at the Closing Date the Vendor Group Designations for a transitional period of
 - (1) twelve (12) months after the Closing Date for the external and internal use (e.g. on purchase orders, invoices, sales orders, labels, letterheads, shipping documents, stationery, promotional material, email addresses, websites, buildings, fixtures, other business items and materials and elsewhere);
 - (2) twenty four (24) months after the Closing Date for the internal use in IT systems (e.g. as hard coded IP-addresses or in an IT system which is only used internally).
- c) After the end of the transitional periods stated in Clause 15 .4.2 b), the companies of the Target Group shall cease to use the Vendor Group Designations. The Purchaser shall procure that
 - (1) with regard to Clause 15 .4.2 b)(1) in relation to external use, all measures, and with regard to Clause 15 .4.2 b)(1) in relation to internal use as well as with regard to Clause 15.4.2 b)(2), all commercially reasonable measures, in each case necessary for such discontinuation are taken, including, without

limitation, the adoption of shareholders' and other resolutions, the obliteration or removal of the Vendor Group Designations from trade names (*Unternehmenskennzeichen*), purchase orders, invoices, sales orders, labels, letterheads, shipping documents, stationery, promotional material, email addresses, websites, buildings, fixtures, other business items and materials and elsewhere, provided that with regard of the termination of the use according to Clause 15.4.2 b)(1) (in relation to the internal use only) as well as Clause 15.4.2 b)(2) the use shall be terminated in any event within 48 (forty-eight) months after the Closing Date; and

- (2) the companies of the Target Group shall transfer to the Vendor at the Vendor's cost all internet domains owned by the companies of the Target Group containing the designation "Delta Lloyd", if any.

15.4.3 Indemnification

- a) The Purchaser hereby agrees that the Vendor shall not be responsible or liable for claims of Third Parties arising out of or in connection with the use of the Vendor Group Designations by the Purchaser or any company of the Target Group after the Closing Date. The Purchaser shall indemnify and hold the Vendor and its Affiliates harmless (*freistellen und schadlos halten*) from and against any such Third Party Claims. The Vendor's representations under Clause 10.8.3a) remain unaffected.
- b) In case of each breach by the Purchaser or its Affiliate or any company of the Target Group of the obligations incumbent on them under this Clause 15.4 (*Use of Trade marks and Names*), the Purchaser undertakes to pay a contractual penalty to the Vendor in the amount of EUR 200,000 (in words: Euro two hundred thousand), unless Purchaser provides evidence that it fully remedied the breach and removed all negative effects and results of such breach within four weeks after Vendor's request for restitution. In case of a continued breach, a contractual penalty of EUR 500,000 (in words: Euro five hundred thousand) shall be newly incurred for each commenced four-week period of such breach by the Purchaser or its Affiliates or any company of the Target Group. Contractual penalties shall be due for payment immediately upon the relevant contractual penalty being incurred. The Purchaser's obligation to compensate the Vendor for any further damage shall remain unaffected by a contractual penalty being incurred. The Purchaser's obligation to comply with the terms of this Agreement shall continue to exist.

15.5 Members of the management and supervisory board

- 15.5.1 The Vendor shall fulfil any claims of current or former employees, members of the management board (*Vorstand*), managing directors (*Geschäftsführer*) of the companies of the Target Group under any stock options granted by the Vendor until the Closing Date pursuant to the rules of the stock option plans under which such stock options have been

granted as applicable from time to time irrespective whether such claims are directed against the Vendor or any of the companies of the Target Group. Neither of the companies of the Target Group shall be liable to indemnify the Vendor from or otherwise pay to the Vendor any costs connected with the fulfilment of any stock options granted by the Vendor and Vendor will indemnify the relevant company of the Target Group from any cost incurred in connection with the fulfilment of claims under the stock option plans other than from the obligation and the costs related to the proper calculation, withholding and payment to the respective authorities of taxes and social security charges related to the grant or fulfilment of such stock options.

15.5.2 Resignation of members of the supervisory board

a) Resignation by supervisory board members

The Vendor shall procure that as of the Closing Date, all members of the supervisory board of the Company and/or Subsidiaries other than Employees' representatives in the supervisory board of DLL shall tender in writing his/her resignation from all supervisory boards of the Target Group with immediate effect with letters essentially in the form as set out in **Schedule 15.5.2a** ("**Resigning Supervisory Board Members**").

b) Acceptance of resignation

The Purchaser shall procure that

- (i) the respective companies of the Target Group accept the resignation with immediate effect following the resignation;
- (ii) all outstanding claims of the Resigning Supervisory Board Members against the Company and/or Subsidiaries resulting from their membership as specified in **Schedule 15.5.2b(ii)**, if any, shall be settled immediately after the resignation; and
- (iii) the Resigning Supervisory Board Members are fully discharged (*entlastet*) in accordance with section 120 AktG from their duties for the time periods of their tenure.

15.6 **Jointly Used Information Technology Systems**

To the extent that any of the Target Companies has jointly used any Information Technology Systems operated by any Affiliate of the Vendor Group (if any), the Vendor shall procure that the respective Target Companies shall continue to be entitled (but not be obliged) to use such Information Technology Systems for a transitional period of nine (9) months from the Closing Date against payment of the same fees as payable in the twelve (12) months period prior to the Closing Date (if any).

16. Non-Compete, Non-Solicitation

16.1 Non-Compete

16.1.1 Until the expiry of three years from the date of this Agreement, the Vendor shall not, directly or indirectly, and shall procure that companies of the Vendor Group do not, directly or indirectly, compete with the Company and its Subsidiaries in the Competing Business. The current activities of the Vendor and its affiliates, including organic growth of such activities (which excludes acquisition of run-off life insurance portfolios within Germany), shall not be deemed to violate this non-competition obligation, provided that they are not extended in any material way and outside the ordinary course of business; an increase of such business activities up to 17.5% shall not be deemed to constitute such material extension. **“Competing Business”** means (i) advising or acquiring run-off life insurance portfolios within Germany or (ii) the licensed life insurance business provided to private customers within Germany, excluding the distribution of products designed for and offered to corporates like pension products for corporate customers.

16.1.2 The following exceptions to the Non-Compete Clause shall apply: The Vendor and companies of the Vendor Group shall be permitted to

- a) acquire an equity interest in a listed stock corporation held as a financial investment of up to 10% of the nominal capital of the respective corporation engaged in the Competing Business,
- b) acquire all or part of the shares in or all or part of the assets of a company that operates within the Competing Business or (b) to merge or otherwise cooperate with any company engaged in the Competing Business; provided, however, that the revenues generated by the acquired company (and its subsidiaries) with the Competing Business in the business year preceding the acquisition do not exceed 17.5% of the total revenues or 17.5% of the total liabilities of the acquired company (and its subsidiaries); and
- c) to distribute investment funds in Germany and asset management services for German enterprises.

16.2 Non-Solicitation

Until the expiry of three years from the date of this Agreement,

16.2.1 the Vendor shall not, and shall procure that the companies of the Vendor Group do not, directly or indirectly

- a) influence or attempt to influence any customer, supplier, consultant or other third party maintaining a contractual or other business relationship with the Target Group, to terminate or discontinue such relationship or to reduce the volume of goods or services provided thereunder, whereas the placing of an advertisement available to the public which leads to such changes shall not constitute a breach of this Clause 16.2.1a); or

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- b) solicit or attempt to solicit the service or employment of any managing director, director, officer or employee of the Target Group (“**Target Group Restricted Employee**”), or inducing or attempting to induce any Target Group Restricted Employee to terminate their employment relationship, whereas the placing of an advertisement of a post available to the public generally and the recruitment of a person through an employment agency shall not constitute a breach of this Clause 16.2.1 b) provided that no member of the Vendor’s Group encourages or advises such agency to approach any Target Group Restricted Employee.

16.2.2 the Purchaser shall not, and shall procure that the Affiliates of the Purchaser (including companies of the Target Group) do not, directly or indirectly

- a) influence or attempt to influence any customer, supplier, consultant or other third party maintaining a contractual or other business relationship with the Vendor Group, to terminate or discontinue such relationship or to reduce the volume of goods or services provided thereunder, whereas the placing of an advertisement available to the public which leads to such changes shall not constitute a breach of this Clause 16.2.2a); or
- b) solicit or attempt to solicit the service or employment of any managing director, director, officer or employee of the Vendor Group (“**Vendor Group Restricted Employee**”), or inducing or attempting to induce any Vendor Group Restricted Employee to terminate their employment relationship, whereas the placing of an advertisement of a post available to the public generally and the recruitment of a person through an employment agency shall not constitute a breach of this Clause 16.2.2b) provided that no member of the Purchaser’s Group encourages or advises such agency to approach any Vendor Group Restricted Employee.

17. Guarantor for the Purchaser

The Guarantor hereby guarantees, irrevocably and without limitation, to the Vendor that the Purchaser will fulfil all its monetary obligations (including the payment of damages) under this Agreement in full and on time, in particular the payment of the Purchase Price and the indemnifications with regard to disentanglement. The Guarantor hereby waives any rights it may have to require the Vendor to proceed first against or claim payment from the Purchaser with the effect that as between the Vendor and the Guarantor, the latter shall be liable as principal debtor as if it had entered into the undertaking to fulfil any monetary obligation under this Agreement, in particular the payment of the Purchase Price, jointly and severally with Purchaser. The Guarantor further undertakes and procures that the Purchaser fulfils all non-monetary obligations under this Agreement.

18. Confidentiality

18.1 Confidentiality Obligation

The Parties shall keep confidential and shall not disclose to any third party the contents of this Agreement and any confidential information regarding the other Party (other than own Affiliates and advisors) disclosed to it in connection with this Agreement or its performance (other than information which is in the public domain) without the prior written approval of the other Party which shall not be unreasonably withheld or delayed. Each Party may disclose such matters or information without such approval if required to do so by applicable law, court or governmental order or stock exchange regulation or to agencies and regulators.

18.2 Return of Documents

If this Agreement is terminated without completion of the transfer of the Shares for whatever reason, the Purchaser shall return all documents and information (including information stored on electronic data carriers) received from the Vendor or on behalf of the Vendor which constitute or embody confidential information, together with any copies thereof and destroy all documents and information (including information stored on electronic data carriers) it has produced based on documents or information received from the Vendor.

19. Notices and Communication

19.1.1 All notices, requests and other communication according to Clauses 6.2.2a), 7, 8, 9.1.2a), 9.1.2b), 9.1.3, 9.2a) sent. 3, 9.5e), 9.6.1, 11, 14.2.2 and 14.4 of this Agreement (including the making of any claims) shall be made in written form (within the meaning of section 126 (1) BGB, *Schriftform*) in the English or German language and delivered by hand, by courier, by fax or by pdf-copy to the person and at the address set forth below under Clauses 19.1.1 a) through c), or to such other person or address as one Party may notify to the other Party in compliance with the written form required under this Clause from time to time:

a) Vendor:

Address: Delta Lloyd N.V.
Director Group Legal
Amstelplein 6,
NL-1096 BC Amsterdam
Fax: Replaced by sending a pdf copy by e-mail to all of the
following addresses: nita_kiliaan@deltalloyd.nl,
liesbeth_galesloot@deltalloyd.nl and
rene_smit@deltalloyd.nl

With a copy to:

Address: Gleiss Lutz Rechtsanwälte
Dr. Hoimar von Ditfurth
Taunusanlage 11
D-60329 Frankfurt am Main
Fax: +49 69 955 14 198

b) Purchaser:

Address: Blitz 14-164 GmbH
c/o Athene Holding Ltd.
Attention: Chief Legal Officer
Chesney House, 96 Pitts Bay Road
Pembroke HM 08, Bermuda
Fax: + 1 441 279 8401

With a copy to:

Address: Linklaters LLP, Mr Wolfgang Krauel, Prinzregentenplatz
10, 81675 München
Fax: +49 89 418 08 100

c) Guarantor:

Address: Athene Holding Ltd.
Attention: Chief Legal Officer
Chesney House, 96 Pitts Bay Road
Pembroke HM 08, Bermuda
Fax: +1 441 279 8401

With a copy to:

Address: Linklaters LLP, Mr Wolfgang Krauel, Prinzregentenplatz
10, 81675 München
Fax: +49 89 418 08 100

d) Guarantor herewith appoints as its agent for service of process (*Zustellungsbevollmächtigter*) (the “**Guarantor Service Agent**”) Linklaters Germany for all legal Proceedings involving Guarantor arising out of or in connection with this Agreement. Guarantor shall only be entitled to terminate the appointment of the Guarantor Service Agent upon appointment of another Guarantor Service Agent who is a lawyer (*Rechtsanwalt*) admitted and domiciled in Germany and upon notification of such appointment to Vendor. Without undue delay upon the appointment of any new Guarantor Service Agent, Guarantor shall issue a written power of attorney (*Vollmachtsurkunde*) to the Vendor.

19.1.2 All other notices, requests, consents and other communication under or in connection with this Agreement shall be made in writing (as defined in Clause 21.3e)), in each case in the English or German language and be sent to the persons and at the addresses set out in Clause 19 .1.1 or by e-mail to the e-mail addresses nita_kiliaan@deltalloyd.nl, liesbeth_galesloot@deltalloyd.nl and rene_smit@deltalloyd.nl in case of the Vendor and to the e-mail addresses scernich@athene.com and legal@athene.com in case of the Purchaser and the Guarantor. Any e-mail communication relating to consents of Purchaser according to Clause 9.3a) shall include a reference to the provisions in Clause 9.3a) as well as be (also) directed for the Vendor to Peter Paul Boon (peter_paul_boon@deltalloyd.nl) and for the Purchaser (also) to Stephen Cernich (scernich@athene.com), with a copy to "legal@athene.com" and only Stephen Cernich shall be deemed authorized to grant Purchaser's consents under Clause 9.3a). Clause 19 .1.1 on the replacement of the persons and addresses shall apply according to the persons and addresses named in this Clause 19 .1.2.

20. Costs and Expenses

20.1 General

Regardless of whether the transactions contemplated by this Agreement are completed or not, each Party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated herein unless otherwise expressly set forth in this Agreement.

20.2 Other Fees and Public Charges

Except to the extent otherwise provided for in Clause 14.6.2, any taxes, stamp duties, fees (including real property transfer tax, notarial fees and merger and BaFin-fees), registration duties or other charges in connection with any regulatory requirements and other similar charges and costs payable in connection with the execution of this Agreement and the performance of the transactions contemplated herein shall be borne by Purchaser.

21. Miscellaneous

21.1 Schedules

Schedule 21.1 sets forth a list of the schedules attached to this Agreement (the "**Schedules**"). All Schedules constitute an integral part of the Agreement. In case of a conflict between any Schedule and the provisions of this Agreement, the relevant provisions of this Agreement will prevail.

21.2 Amendments

Unless otherwise expressly set forth in this Agreement, any provision of this Agreement (including this Clause 21.2(*Amendments*)) may be amended or waived only if such amendment or waiver is effected (i) by written instrument executed by all Parties and explicitly refers to this Agreement or (ii) by notarised deed, if required by law. This Clause can only be amended in written form.

21.3 Interpretation

- a) This Agreement is made in the English language, except for certain Schedules. The English language version of this Agreement shall prevail over any translation of this Agreement save for the German terms included herein, which shall be authoritative for the purposes of interpretation of the respective English term used and prevail over any translation of this Agreement. Unless otherwise indicated, the definition of a term in the singular shall include the definition of such term in the plural and vice versa.
- b) Any reference to this Agreement includes this Agreement and the Schedules as a whole.
- c) The headings of the sections and subsections in this Agreement and the statements in the Preamble (other than Definitions or unless elsewhere explicitly referred to) are for convenience purposes only and shall not affect the interpretation of any of the provisions hereof.
- d) Words such as “hereof”, “herein” or “hereunder” refer (unless otherwise required by the context) to this Agreement as a whole and not to a specific provision of this Agreement.
- e) Words such as “written” or “in writing” shall have the meaning as set forth in section 126b BGB(*Textform*) unless otherwise provided for in this Agreement.
- f) Any reference to “applicable law” or “applicable laws” contained in this Agreement shall include any statute, code, regulation, directive, ordinance, binding guideline or other legally binding general rule or decree (*anwendbares Recht*), applicable in any jurisdiction and relating to any matter whatsoever.
- g) For the purpose of this Agreement,
 - (i) the term “**Affiliate**” shall have the meaning assigned to it in section 15 of the German Stock Corporation Act (*verbundenes Unternehmen*);

(ii) the term **“Vendor Group”** shall mean the Vendor and its Affiliates, except for the Company and the Company’s direct and indirect subsidiaries within the meaning of sections 271,290 HGB (*Tochterunternehmen*);

(iii) the term **“Third Party”** shall mean any person other than companies of the Target Group or the Vendor Group and other than the Guarantor and any Affiliates of Guarantor;

(iv) the term **“Business Day”** means a day which is not a Saturday, a Sunday or a public holiday in Frankfurt am Main, Germany, Bermuda and the United States of America.

21.4 Copies

This Agreement may be executed in any number of counterparts. Exchange of counterparts duly executed by the respective party shall suffice and such exchange shall both allow a direct exchange between the Parties or an exchange between their respective legal advisors. Each executed copy shall be an original of one and the same agreement.

21.5 Remedies and Waivers

No failure to exercise or delay in exercising any right or remedy under this Agreement by any Party shall constitute a waiver. Any single or partial exercise of any right or remedy under this Agreement by any Party shall not prevent any further or other exercise thereof.

21.6 Third Party Rights

If not expressly provided otherwise in the Agreement by explicit statement that a provision shall be “for the benefit of a third party (*Vertrag zugunsten Dritter*)”, no provision contained in this Agreement shall be regarded as a contract for the benefit of a third party (*Vertrag zugunsten Dritter*). Wherever under this Agreement any party other than Purchaser or the Vendor is to be indemnified by the Vendor or the Purchaser, such other party, in particular the companies of the Target Group, shall not be entitled to bring any claims for Vendor’s Breaches against the Vendor (*kein echter Vertrag zugunsten Dritter*).

21.7 Set-Off and Retention

No Party is entitled to exercise any right to set-off or retention unless otherwise expressly set forth in this Agreement.

21.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Germany and excluding any conflict-of-law rules.

21.9 Jurisdiction

All legal disputes arising out of or in connection with this Agreement including disputes about its validity shall be finally settled by an arbitration tribunal consisting of three arbitrators pursuant to the arbitration rules of the German Institution of Arbitration e.V. (*Deutsche Institution für Schiedsgerichtsbarkeit, DIS*) as applicable from time to time without recourse to the ordinary course of law. The language of arbitration shall be English. The place of arbitration shall be Frankfurt am Main.

21.10 Partial Invalidity

Should any individual provision of this Agreement be or become wholly or partially invalid, or should there prove to be an omission herein, this shall not affect the validity of the remaining provisions. In the place of the invalid provision or in order to fill the gap, the Parties to this Agreement undertake to agree on an appropriate provision that, to the extent legally permissible, comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement had they considered the matter at the outset.

SIGNATURES

Delta LLOYD N.V.:

Date: 14/1/2015

Name: /s/ Ingrid de Graaf – de Swart
Ingrid de Graaf – de Swart

Position: Managing Director
(lid raad van bestuur)

Date: 14/1/2015

Name: /s/ Nita Kiliaan
Nita Kiliaan

Position: Procurement Officer

Blitz 14-164 GmbH:

Date: _____

Name: /s/ Mark Suter
Mark Suter

Position: Managing Director (Geschäftsführer)

Athene Holding Ltd. (Bermuda)

Date: _____

Name: /s/ Tab Shanafelt
Tab Shanafelt

Position: Chief Legal Officer

SCHEDULE 1 DEFINITIONS

This schedule sets forth a list of the capitalized terms used in this Agreement, indicating the clauses where such terms are defined. Terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

List of Definitions:

Definition	Clause
Advisory Service Agreement	Clause 15.3.1
Affiliate	Clause 21.3 g) (i)
Agreement	Clause 2.1.1
AktG	Clause 4.1.2 b)
Anti-Corruption Laws	Clause 15.2f)
Asset Management License	Clause 10.16 a)
BaFin	Clause 7.2
BGB	Clause 4.1.2 b)
Bank Distribution Contracts	Clause 10.12.1 d)
Bid Quotation	Clause 9.4.3 (ii)
Bondholders	Clause 9.4.1
Bonds	Clause 9.4.1
Borrowings	Clause 10.11.1
Brokerage Contracts	Clause 10.12.1 b)
Business Day	Clause 21.3 g) (iv)
Cancellation Date	Clause 8
Closing	Clause 4.1.1
Closing Actions	Clause 4.1.2
Closing Conditions	Clause 4.1.1
Closing Date	Clause 4.1.1
Closing Memorandum	Clause 4.3.1
Company	Preamble (A)
Competing Business	Clause 16.1.1
CSSF	Clause 10.4.1 a)
De Minimis Amount	Clause 12.3.1 b)
DLA	Preamble (B) a)aa)(4)
DLAM NV	Clause 15.3.1
DLL	Preamble (B) (1)
DLL/HLV Merger Process	Clause 9.2 b)
DLP	Preamble (B) a)aa)(3)
DLREF Management	Preamble (B) a)aa)(5)
Effective Date	Clause 14.1
Environment	Clause 10.7.4
Facility Agreement	Clause 9.4.1 (i)
Financial Statements	Clause 10.6.1 a)
Fundamental Representations	Clause 10g)
Fundamental Liability and Covenant Cap	Clause 12.3.3
General Liability Cap	Clause 12.3.2
Guarantor	Recital (3)
Guaranteed Intercompany Agreements	Clause 15.3.2
Guarantor Service Agent	Clause 19.1.1d)

HGB	Clause 10.6.1 a)
HLV	Preamble (B) a)aa)(2)
iArena Notes	Clause 9.6.1
IMA Team	Clause 15.2b)
IMA Transitional Plan	Clause 15.2c)
Indemnifiable Tax	Clause 14.1
Individual De Minimis Amount	Clause 12.3.1 a)
Information Technology Systems	Clause 10.8.1
InsO	Clause 10.2.4
Insurance Licenses	Clause 10.15.2
Insurance Policies	Clause 10.19
Intercompany Agreements	Clause 10.14
Interim Financial Statements	Clause 10.6.1 f)
Investment Assets	Clause 10.12.4 b)
Investment Management Agreement	Clause 9.2a)
IP License Agreement	Clause 10.10.3 a)
IP Rights	Clause 10.10.2 b)
Key Employees	Clause 10.13.1 a)
Leakage	Clause 6.2.1
Lease Agreements	Clause 10.7.2 a)
Leased Real Properties	Clause 10.7.2 a)
Liability Caps	Clause 12.3.3
Licensed IP Rights	Clause 10.10.3 a)
Loan Agreements	Clause 10.11.2
Losses	Clause 11.1 b)
Material IT License Agreements	Clause 10.8.3 a)
Material Contracts	Clause 10.12.1 g) (1)
Notice of Vendor's Breach	Clause 11.2 a)
Option Agreement	Clause 9.4.1 (ii)
Original Purchase Price	Clause 9.6.1
Other IT License Agreement	Clause 10.8.3 a)
Owned IP Rights	Clause 10.10.2 a)
Owned Real Properties	Clause 10.7.1 a)
Parties	Preamble (H)
Party	Preamble (H)
Patriot Act	Clause 15.2f)
Permitted Leakage	Clause 6.2.2
Preparation Team	Clause 15.2b)
Price Notification	Clause 9.4.3 (ii)
Privacy Laws	Clause 10.9c)
Proprietary Developments	Clause 10.8.2 d)
Purchase Price	Clause 5.1
Purchaser	Recital (2)
Purchaser's Representations	Clause 13.1
RechVersV	Clause 10.6.1 a)
Registered IP Rights	Clause 10.10.2 b)
Regulatory Requirements	Clause 9.5c)
Regulatory Third Party Claim	Clause 11.3.4a)
Reinvestment Assets	Clause 9.4.2b)
Relevant Tax Matter	Clause 14.1

Resigning Supervisory Board Members	Clause 15.5.2 a)
RETT	Clause 14.6.2
RETT Notification	Clause 14.6.2c)
RoP	Clause 9.3a)
Sanctions Laws	Clause 15.2f)
Schedules	Clause 21.1
Shares	Preamble (A)
Share Certificate	Preamble (A)
Standard Software	Clause 10.8.1
Subsidiaries	Preamble (B)
S-II Team	Clause 15.2b)
Target Companies	Preamble (B)
Target Company	Preamble (B)
Target Group	Preamble (B)
Target Group Restricted Employee	Clause 16.2.1 b)
Tax or Taxes	Clause 14.1
Tax Benefits	Clause 14.2.1 c)
Tax Indemnification Claim	Clause 14.2.1
Tax Refund	Clause 14.1
Tax Proceeding Representation	Clause 14.5.3
Tax Return	Clause 14.1
Taxing Authority	Clause 14.1
Team	Clause 15.2b)
Textform	As defined in section 126b <i>BGB</i>
Third Party	Clause 21.3 g) (iii)
Third Party Claim	Clause 11.3.1
Tied Agency Contracts	Clause 10.12.1 c)
Title Liability Cap	Clause 12.3.3
To the Vendor's Best Knowledge	Clause 10 c)
UmwG	Clause 9.1.1a)(3)
US-GAAP Team	Clause 15.2b)
VAG	Clause 7.2
VAT	Clause 14.1
VDR	Clause 12.1 i)
Vendor	Recitals (1)
Vendor Group	Clause 21.3 g) (ii)
Vendor Group Designations	Clause 15.4.2 a)
Vendor Group Restricted Employee	Clause 16.2.2 b)
Vendor's Indemnifications	Clause 10.23
Vendor Loan Agreement I	Preamble (D)
Vendor Loan Agreement II	Preamble (D)
Vendor Loan Agreements	Preamble (D)
Vendor's Bank Account	Clause 5.2.2
Vendor's Breach	Clause 11
Vendor's Representations	Clause 10

SCHEDULE 21.1 LIST OF SCHEDULES

Schedule B (5)	Shareholders Agreement between Company, Vendor and DLA
Schedule 1	Definitions
Schedule 3.1 / 3.2	Consent of the Company regarding (i) transfer of shares in DLD and (ii) assignment of Vendor Loan Agreements
Schedule 4.1.2. c)	Transfer Agreement
Schedule 4.3.1	Closing Memorandum
Schedule 6.2.2 c)	Permitted Leakage
Schedule 7.3.2 b)	Investment Policy
Schedule 9.2 a)	Investment Management Agreement
Schedule 9.3	Rules of Procedure
Schedule 9.4.1 a)	Bonds
Schedule 9.4.1 b)	Facility Agreement
Schedule 9.4.1 c)	Option Agreement
Schedule 10.2.2 b) (2)	Capital Contributions by Vendor Group
Schedule 10.2.3 a)	Corporate Documents
Schedule 10.2.3 c)	Outstanding Corporate Filings
Schedule 10.4.4	Impaired Real Estate
Schedule 10.6.1 d)	Cash Flow Report
Schedule 10.6.1 e)	Impaired Assets
Schedule 10.6.1 f)	Interim Financial Statements
Schedule 10.7.1 a)	Owned real properties
Schedule 10.7.1 b)	No disposal of real property
Schedule 10.7.1 c)	Buildings in construction / no buildings
Schedule 10.7.2 a)	Lease agreements
Schedule 10.7.2 b)	Terminated Lease Agreements
Schedule 10.7.4	Environmental Contamination
Schedule 10.8.1	Information Technology Systems
Schedule 10.8.2 a)	Rights in Information Technology Systems/ Change of Control in Material and Other Information Technology Systems
Schedule 10.8.2 b)	COR Limitations
Schedule 10.8.4	IT Breakdowns
Schedule 10.9 a)	Data protection and privacy
Schedule 10.10.1	IP Rights owned by or licensed to Vendor Group

Schedule 10.10.2 a)	Owned IP Rights
Schedule 10.10.3	Licensed IP Rights
Schedule 10.11.1	Borrowings
Schedule 10.11.2	Loans
Schedule 10.12.1 a)(3)	Reasons claimed by policyholders
Schedule 10.12.1 f)	Compensation claims on terminated distribution agreements
Schedule 10.12.1 g)(1)(g)	IT Agreements
Schedule 10.12.1 g)(2)	Material Contracts
Schedule 10.12.4 b)	Investment Assets
Schedule 10.12.4 c)	Outstanding Investment Obligations
Schedule 10.12.5	Asset Management and Service Agreements
Schedule 10.13.1 a)	Key Employees
Schedule 10.13.2 a)	Collective Bargaining
Schedule 10.13.2 c)	Social Compensation Plans
Schedule 10.13.3	Pensions
Schedule 10.13.4	Employment Litigation and Disputes
Schedule 10.14	Intercompany Agreements
Schedule 10.15.2	Insurance license DLP
Schedule 10.15.5	Fines and Penalties
Schedule 10.15.6	Capital support or capital commitment offered to BaFin
Schedule 10.15.7	Exemptions regulatory Compliance
Schedule 10.15.8	Solvency II
Schedule 10.17	Tax
Schedule 10.18.2 a)	Legal Proceedings
Schedule 10.19	Insurance Policies
Schedule 10.21 a)	Finder's Fee
Schedule 10.22	Ordinary Course of Business
Schedule 12.1g) Part A/ Part B	Management Meetings and Expert Sessions
Schedule 12.1 i)	E-mails with additional information not included in the VDR
Schedule 15.2 b)	Initial structure of Preparation Team
Schedule 15.3.2 a)	Services Agreement between DLL and DLS
Schedule 15.3.2 b)	Agreement between the Vendor and DLL regarding legal proceedings in connection with loans granted by DLL to Janssen & Helbing GmbH
Schedule 15.4.1	Trademark Sale and Transfer Agreement
Schedule 15.5.2 a)	Resignation Letters
Schedule 15.5.2 b) (ii)	Outstanding Claims Supervisory Board Members
Schedule 21.1	Schedules

ATHENE HOLDING LTD.

THIRD AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

APRIL 4, 2014

ATHENE HOLDING LTD. – REGISTRATION RIGHTS AGREEMENT

THIRD AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, dated as of April 4, 2014 (this "Agreement"), among **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company"), and the **SHAREHOLDERS** set forth on the signature pages hereto.

PREAMBLE

WHEREAS, this Agreement is intended to amend and restate in its entirety the Second Amended and Restated Registration Rights Agreement, dated as of December 27, 2012, which amended and restated in its entirety the Amended and Restated Registration Rights Agreement, dated as of October 13, 2010, which amended and restated in its entirety the Registration Rights Agreement, dated as of July 15, 2009 (collectively, the "Prior Registration Rights Agreements"), each by and among the Company and the shareholders of the Company from time to time party thereto; and

WHEREAS, in connection with the issuance of equity securities of the Company, the parties hereto desire to amend the Prior Registration Rights Agreements as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations hereinafter set forth, the Company and the other parties hereto hereby agree as follows:

Section 1. Definitions: Initial Public Offering.

(a) As used in this Agreement, the following terms shall have the following meanings:

"15% IRR Condition" means, with respect to the IPO, a hypothetical investor in the Private Placement having achieved a 15% annual internal rate of return on its investment in all of its Investor Shares purchased in the Private Placement, calculating such annual rate of return taking into account the actual dates and amounts funded to acquire such Investor Shares in such Private Placement and assuming that such hypothetical investor sold all of such Investor Shares in the IPO at the IPO price per share.

"20% IRR Condition" means, with respect to any Follow-On Offering, a hypothetical investor in the Private Placement having achieved a 20% annual internal rate of return on its investment in all of its Investor Shares purchased in the Private Placement, calculating such annual rate of return taking into account the actual dates and amounts funded to acquire such Investor Shares in such Private Placement and assuming that such hypothetical investor sold its pro-rata portion of any such Investor Shares that were subject to being dragged pursuant to Section 4(b) (if any) at the IPO price per share, sold its pro-rata portion of any such Investor Shares that were subject to being dragged in any previous Follow-On Offering at the price per share of such applicable previous Follow-On Offering (if any), sold all of such remaining Investor Shares in the latest Follow-On Offering at the per share price of such Follow-On Offering, and did not sell any of such Investor Shares other than as described above.

ATHENE HOLDING LTD. – REGISTRATION RIGHTS AGREEMENT

“AAA Company Shares” has the meaning ascribed to such term in Section 4(a)(ii).

“AAA Entities” has the meaning ascribed to such term in Section 4(a)(ii).

“Affiliate” means, with respect to any Person, any (a) director, officer, limited or general partner, member or shareholder holding 5% or more of the outstanding capital stock or other equity interests of such Person, (b) any spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of a Person specified in clause (a) above relating to such Person) and (c) other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term “control” includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“AGM” means Apollo Global Management, LLC.

“Apollo Lock-up Shares” has the meaning ascribed to such term in Section 6(f).

“Apollo Person” has the meaning ascribed to such term in Section 6(g).

“Apollo Person Lock-up Shares” has the meaning ascribed to such term in Section 6(g).

“Athene Employee” has the meaning ascribed to such term in Section 6(i).

“Athene Employee Shares” has the meaning ascribed to such term in Section 6(i).

“Athene Management Person” has the meaning ascribed to such term in Section 6(h).

“Athene Management Person Lock-up Shares” has the meaning ascribed to such term in Section 6(h).

“Board” means the Board of Directors of the Company.

“Commission” means the Securities and Exchange Commission or any other agency at the time administering the Securities Act.

“Common Shares” means the Class A common shares, \$0.001 par value per share, of the Company.

“Competitive Business” means any business engaged in underwriting and insuring or reinsuring life insurance, annuities or similar products anywhere in the world.

“Demand Registration” has the meaning ascribed to such term in Section 2(a).

“Demanding Holders” has the meaning ascribed to such term in Section 2(a).

“Effective Shares” means the Common Shares and the Class A common shares which are issuable on conversion or exchange of any other capital stock of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect from time to time.

“Excluded Shares” has the meaning ascribed to such term in Section 4(b).

“FINRA” means the Financial Industry Regulatory Authority.

“Follow-On Offering” means any registration of offers and sales of Common Shares by the Company pursuant to a registration statement filed with the Commission under the Securities Act or with any other applicable regulatory authority subsequent to an IPO but prior to the expiration of the Lock-up Period.

“Follow-On Lock-up Period” has the meaning ascribed to such term in Section 6.

“Follow-On Registration Date” means the date upon which the registration statement relating to the registration of any Follow-On Offering becomes effective.

“Follow-On Share Cap” has the meaning ascribed to such term in Section 4(c).

“Follow-On Shortfall” has the meaning ascribed to such term in Section 4(c).

“Free Writing Prospectus” means a free writing prospectus as defined in Rule 405 under the Securities Act.

“Group” has the meaning ascribed to such term in the Shareholders Agreement.

“Information” has the meaning ascribed to such term in Section 8(a)(ix).

“Inspectors” has the meaning ascribed to such term in Section 8(a)(ix).

“Investor Shareholder” means any holder of Effective Shares other than a Management Shareholder.

“Investor Shares” means Effective Shares other than Management Shares.

“IPO” means the consummation of the sale by one or more Persons in an underwritten public offering of common equity of the Company that (A) is led by a nationally recognized financial institution reasonably acceptable to the Board, (B) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act (or applicable UK securities law) and (C) following which such publicly-offered common equity is listed on the New York Stock Exchange, The NASDAQ Stock Market or the London Stock Exchange’s Main Market.

“IPO Share Cap” has the meaning ascribed to such term in Section 4(b).

“IPO Shortfall” has the meaning ascribed to such term in Section 4(b).

“Issuer Free Writing Prospectus” means an issuer free writing prospectus as defined in Rule 433 under the Securities Act.

“Lock-up Expiration Date” has the meaning ascribed to such term in Section 6.

“Lock-up Period” has the meaning ascribed to such term in Section 6.

“Majority Demanding Holders” means, with respect to a particular Demand Registration, the holders of more than 50% of the Registrable Shares proposed to be included in such registration.

“Management Shareholders” means the Persons identified as Management Shareholders on the signature pages hereto or in a joinder to this Agreement, to the extent such Persons own Management Shares and any Transferee of Management Shares that remain Registrable Shares following Transfer to any Person other than the Company and Investor Shareholders.

“Management Shares” means any Effective Shares held by any Management Shareholder.

“Material Transaction” means any material transaction in which the Company or any of its subsidiaries proposes to engage or is engaged, including a purchase or sale of assets or securities, financing, merger, tender offer or any other transaction that would require disclosure by the Company pursuant to the Exchange Act, and with respect to which the Board reasonably has determined in good faith that compliance with this Agreement may reasonably be expected to either materially interfere with the Company’s or such subsidiary’s ability to consummate such transaction in a timely fashion or require the Company to disclose material, non-public information prior to such time as it would otherwise be required to be disclosed.

“Other Shares” means at any time those Common Shares which do not constitute Primary Shares or Registrable Shares hereunder.

“Person” shall be construed in the broadest sense and means and includes a natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

“Primary Shares” means at any time authorized but unissued Common Shares.

“Prior Registration Rights Agreements” has the meaning set forth in the Preamble.

“Private Placement” means the private placement of commitments to purchase Common Shares by the Company to certain Investor Shareholders and Management Shareholders pursuant to one or more subscription agreements dated of even or approximate date herewith.

“Records” has the meaning ascribed to such term in Section 8(a)(ix).

“Registrable Shares” means (i) Common Shares (including any other securities which by their terms are exercisable or exchangeable for or convertible into Common Shares) or (ii) any other class or classes of common equity or other securities of the Company into which such Common Shares have been converted (including, but not limited to in connection with a recapitalization pursuant to Section 3.9 of the Shareholders Agreement), in each case, that are held by any Shareholder. As to any particular Registrable Shares, once issued, such Registrable Shares shall cease to be Registrable Shares when (i) offers and sales related to such Registrable Shares have been registered under the Securities Act, the registration statement in connection therewith has been declared effective and such Registrable Shares have been Transferred pursuant to such effective registration statement (unless the Transferee is an Affiliate of the Company or would become one immediately following such Transfer), (ii) such Registrable Shares are eligible to be sold or distributed pursuant to Rule 144 in a single transaction by such party to this Agreement without limitation, or (iii) such Registrable Shares have ceased to be outstanding.

“Registration Date” means the date upon which the registration statement pursuant to an IPO shall have been declared effective.

“Registration Notice” has the meaning ascribed to such term in Section 3(a).

“Remaining Shares” means, with respect to any Shareholder, the Effective Shares held by such Shareholder immediately following the IPO (after giving effect to any Effective Shares sold by such Shareholder in connection with the IPO) less any Excluded Shares of such Shareholder pursuant to Section 4(b).

“Rule 144” means Rule 144 promulgated under the Securities Act or any successor rule thereto.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

“Shareholder” means each party to this Agreement other than the Company.

“Shareholders Agreement” means the Sixth Amended and Restated Shareholders Agreement, dated as of April 4th, 2014, by and among the Company, the other parties to this Agreement and the other Persons from time to time party thereto, as the same may be modified, supplemented or amended from time to time.

“Subsequent Offering” means any registration of offers and sales of Common Shares by the Company pursuant to a registration statement filed with the Commission under the Securities Act or with any other applicable regulatory authority subsequent to the Lock-up Period.

“Subsequent Lock-up” has the meaning ascribed to such term in Section 6.

“Subsequent Lock-up Period” has the meaning ascribed to such term in Section 6.

“Subsequent Registration Date” means the date upon which the registration statement relating to the registration of any Subsequent Offering becomes effective.

“Super-Majority Holders” means Investor Shareholders holding 66.7% of the Effective Shares held by all Investor Shareholders. Any action requiring the consent of the Super-Majority Holders shall also require the consent of those Investor Shareholders who are direct or indirect subsidiaries of AGM (other than any such Investor Shareholder whose actions under this Agreement are controlled by Persons other than AGM and its direct or indirect subsidiaries).

“Suspension Period” has the meaning ascribed to such term in Section 9.

“Transfer” means, to sell, transfer, assign, pledge, hypothecate, encumber in any way or otherwise dispose of Effective Shares (including any economic or voting interests with respect to such Effective Shares and including by way of hedging and other derivative transaction that limits or eliminates economic risk), either voluntarily or involuntarily and with or without consideration.

“Transferee” means any Person (other than the Company) who acquires, by way of Transfer, Effective Shares from a Shareholder.

“Underwriter Lock-up” means, with respect to any underwritten Follow-On Offering, the period, if any, designated by the managing underwriter or underwriters, which period shall begin not more than seven (7) days prior to the applicable Follow-On Registration Date and shall end not later than 180 days after such Follow-On Registration Date (or any shorter period permitted by the managing underwriter); provided that such period may be extended in accordance with Section 6(e) hereof.

(b) The Company shall file or, as may be permitted under the Securities Act, submit an initial registration statement with the Commission under the Securities Act or with any other applicable regulatory authority in connection with its IPO on or prior to November 30, 2015.

Section 2. Demand Registration.

(a) Subject to Section 2(b) and Section 6, upon the expiration of the Lock-up Period, certain Demanding Holders, as set forth below, may request that the Company effect the registration of offers and sales related to their Registrable Shares under the Securities Act, and upon such request the Company shall promptly use its reasonable best efforts to effect the registration under the Securities Act of such Registrable Shares (a “Demand Registration”). Each holder of Registrable Shares who is an Investor Shareholder (i) holding (together with its Affiliates) greater than ten percent (10%) of the Company’s then-issued and outstanding Effective Shares shall have the right to request unlimited Demand Registrations and (ii) holding (together with its Affiliates) between five percent (5%) and ten percent (10%) of the Company’s then-issued and outstanding Effective Shares will be entitled to request two (2) Demand Registrations (collectively, the “Demanding Holders”).

(b) Notwithstanding anything contained in this Section 2 to the contrary, the Company shall not be obligated to effect any registration under the Securities Act except in accordance with the following provisions:

(i) In no event shall the Company be required to effect in the aggregate more than four (4) Demand Registrations in any twelve (12) month period and no Demanding Holder may request more than two (2) Demand Registrations in any one hundred eighty (180)-day period; provided, however, if the Demanding Holders are unable to sell at least a majority of the Registrable Shares to be included in any registration pursuant to this Section 2 as a result of an underwriter's cutback pursuant to Section 2(b) (iii), then such registration shall not be considered a requested Demand Registration by such Demanding Holder for purposes of Section 2(a) (although such registration shall be considered as a Demand Registration for purposes of the aggregate limitation set forth in this Section 2(b)(i), other than with respect to any Demanding Holder holding (together with its Affiliates) greater than ten percent (10%) of the Company's then-issued and outstanding Effective Shares who, to the extent such Demanding Holder has not requested a Demand Registration for such twelve (12) month period, shall be entitled to one additional Demand Registration for such twelve (12) month period).

(ii) The Company may delay the filing or effectiveness of any registration statement for a period of up to ninety (90) days after the date of a request for a Demand Registration pursuant to Section 2(a) if at the time of such request: (X) the Company is engaged, or has fixed plans to engage within ninety (90) days of the time of such request, in a firm commitment underwritten public offering of Primary Shares in which the holders of Registrable Shares have been or will be permitted to include all the Registrable Shares so requested to be registered pursuant to Section 3, (Y) the Board reasonably determines that such registration and offering would interfere with any Material Transaction or (Z) within the last forty-five (45) days the Company has completed a firm commitment underwritten public offering of Primary Shares in which the holders of Registrable Shares have been permitted to include Registrable Shares.

(iii) With respect to any registration pursuant to this Section 2, (A) the Company shall give notice of such registration, in accordance with the provisions of Section 3 hereunder, to each holder of Registrable Shares and shall offer to and shall include in such proposed registration any Registrable Shares requested to be included in such proposed registration by each holder of Registrable Shares, provided that such holder responds in writing to the Company's notice within ten (10) days after delivery by the Company of such notice (which response shall specify the number of Registrable Shares such holder is requesting to include in such registration), and (B) the Company may include in such registration any Primary Shares or Other Shares; provided, however, that if the managing underwriter advises the Company that the inclusion of all Registrable Shares, Primary Shares and/or Other Shares requested to be included in such registration would interfere with the successful marketing (including pricing) of the Registrable Shares proposed to be included in such registration, then, the number of Registrable Shares, Primary Shares and/or Other Shares proposed to be included in such registration shall be included in the following order:

(A) first, the Investor Shares that are not subject to (or in relation to which the Company has waived) any Subsequent Lock-up (or, if necessary, such Investor Shares pro rata among the holders thereof based upon the number of Investor Shares requested to be registered by each such Investor Shareholder);

- (B) second, the Primary Shares;
- (C) third, the Management Shares (or, if necessary, such Management Shares pro rata among the holders thereof based upon the number of Management Shares requested to be registered by each such holder); and
- (D) fourth, the Other Shares;

provided, that at the election of the Company, (i) any registration pursuant to this Section 2 may be converted into a registration pursuant to Section 3 (in which event, such registration shall not be considered to be a requested Demand Registration by such Demanding Holder for purposes of Section 2(a) (although such registration shall be considered as a Demand Registration for purposes of the aggregate limitations set forth in Section 2(b)(i), other than with respect to any Demanding Holder holding (together with its Affiliates) greater than ten percent (10%) of the Company's then-issued and outstanding Effective Shares who, to the extent such Demanding Holder has not requested a Demand Registration for such twelve (12) month period, shall be entitled to one additional Demand Registration for such twelve (12) month period) or (ii) with the consent of the Demanding Holders, the Primary Shares may be set at the same priority level as the Registrable Shares thereby being cutback on a pro rata basis based upon the number of Registrable Shares and Primary Shares requested to be included in such registration statement by the holders of Registrable Shares and the Company.

(iv) The Company shall not be obligated to effect any Demand Registration requested by any Demanding Holder if the anticipated gross offering price of all Registrable Shares to be included therein would be less than \$10,000,000.

(v) If the holders of the Registrable Shares requesting to be included in a Demand Registration pursuant to Section 2(a) so elect, the offering of such Registrable Shares pursuant to such Demand Registration shall be in the form of an underwritten offering. The Company shall select one or more nationally recognized firms of investment bankers reasonably acceptable to the Majority Demanding Holders to act as the lead managing underwriter or underwriters in connection with such offering.

(vi) At any time before the registration statement covering such Registrable Shares becomes effective, a Demanding Holder may request the Company to withdraw or to not file the registration statement for which it had previously requested a Demand Registration pursuant to Section 2(a). Upon delivery of a notice by a Demanding Holder to such effect, the Company shall cease all efforts to secure effectiveness of the applicable registration statement and such Demanding Holder shall be deemed to have used one of its Demand Registrations pursuant to Section 2(a), unless such request of withdrawal was caused by, or made in response to, (A) a material adverse effect or a similar event related to the business, properties, condition,

or operations of the Company not known (without imputing the knowledge of any other Person to such holders) by such Demanding Holder at the time its request was made, or other material facts not known to such Demanding Holder at the time its request was made, or (B) a material adverse change in the financial markets. In addition, any such withdrawn registration shall not be considered to be a requested Demand Registration by such Demanding Holder for purposes of Section 2(a) if the Company shall have been reimbursed (in the absence of any agreement to the contrary, pro rata by the Demanding Holders) for all out-of-pocket expenses incurred by the Company in connection with such withdrawn registration (although, notwithstanding any reimbursement, such withdrawn registration shall be considered as a Demand Registration for purposes of the aggregate limitations set forth in Section 2(b)(i), other than with respect to any Demanding Holder holding (together with its Affiliates) greater than ten percent (10%) of the Company's then-issued and outstanding Effective Shares who, to the extent such Demanding Holder has not requested a Demand Registration for such twelve (12) month period, shall be entitled to one additional Demand Registration for such twelve (12) month period).

Section 3. Piggyback Registration.

(a) If the Company at any time proposes for any reason to register Primary Shares or Other Shares under the Securities Act (other than on Form S-4 or Form S-8 promulgated under the Securities Act (or any successor forms thereto)), it shall give written notice to each holder of Registrable Shares of its intention to so register such Primary Shares or Other Shares (a "Registration Notice") at least fifteen (15) days before the initial filing of the registration statement related thereto and, upon the written request, delivered to the Company within ten (10) days after delivery of a Registration Notice by the Company, of the holders of Registrable Shares to include in such registration Registrable Shares (which written request shall specify the number of Registrable Shares proposed to be included in such registration by such holder), the Company shall include all such Registrable Shares that are requested by such holders to be included in such registration on the same terms and conditions as the securities otherwise being sold in such registration; provided, however, that (x) with respect to the IPO and any Follow-On Offering, the Board, in its discretion, shall have the right to exclude all holders of Registrable Shares from participating in such IPO or Follow-On Offering (as applicable) or limit the participation by such holders of Registrable Shares to a specified percentage of their respective Registrable Shares and (y) with respect to any registration, if the managing underwriter advises the Company that the inclusion of all Registrable Shares requested by Shareholders to be included in such registration would interfere with the successful marketing (including pricing) of the Primary Shares or Other Shares proposed to be registered by the Company, then the number of Primary Shares, Investor Shares, Management Shares and Other Shares proposed to be included in such registration shall be included in the following order:

(i) first, the Primary Shares;

(ii) second, the Investor Shares that are not subject to (or in relation to which the relevant party has waived) the Lock-up, any Underwriter Lock-up or any Subsequent Lock-up (or, if necessary, such Investor Shares pro rata among the holders thereof based upon the number of Investor Shares requested to be registered by each such Investor Shareholder);

(iii) third, the Management Shares (or, if necessary, such Management Shares pro rata among the holders thereof based upon the number of Management Shares requested to be registered by each such holder); and

(iv) fourth, the Other Shares;

except a number of Management Shares equal to the total number of Management Shares requested to be registered multiplied by a fraction, the numerator of which shall be the number of Investor Shares requested to be registered and the denominator of which shall equal the total number of Investor Shares owned by the Investor Shareholders immediately prior to the planned registration, shall be deemed to be included as "Investor Shares" under this Section 3(a). In the event that the managing underwriter advises the Company that the inclusion of all of the Investor Shares and the Management Shares deemed to be Investor Shares under this Section 3(a) requested to be included in such registration would interfere with the successful marketing (including pricing) of the shares to be included in the registration, then the number of Investor Shares and the number of Management Shares to be registered shall be cutback pro rata in accordance with the percentages that the Investor Shares and the Management Shares each represent of the total number of shares sought to be registered.

(b) In the event any Investor Shareholder exercises its rights pursuant to this Agreement to register any portion of the Investor Shares (other than pursuant to Section 3(a) above), the Company shall give written notice to each Management Shareholder of such Investor Shareholder's intention to so register such Investor Shares and, upon the request of one or more Management Shareholders, such Management Shareholder(s) shall be entitled to include in such registration a number of the Management Shares provided that, with respect to each such Management Shareholder, the maximum number of Management Shares included in such registration by such Management Shareholder shall not exceed, with respect to each Management Shareholder, the product of (x) a percentage equal to such Management Shareholder's ownership percentage of the Company relative to the Investor Shareholders' aggregate ownership percentage and (y) the number of Investor Shares participating in such registration relative to all outstanding Investor Shares). Each Management Shareholder exercising the foregoing participation right shall provide written notice thereof to the Company, which notice shall (i) be delivered to the Company within seven (7) days after delivery of the Company's notice of such registration, and (ii) specify the number of Management Shares proposed to be included in such registration (not to exceed the maximum participation amount above). The Company shall use its reasonable best efforts to cause such number of Management Shares to be included in such registration on the same terms and conditions as the securities otherwise being sold in such registration; provided, however, that if the managing underwriter advises the Company that the inclusion of such number of Management Shares requested to be included in such registration would interfere with the successful marketing (including pricing) of the Primary Shares, Investor Shares or Other Shares proposed to be registered by the Company, then the number of Primary Shares, Investor Shares, Management Shares and Other Shares proposed to be included in such registration shall be included in the order set forth in Section 2(b), except a number of Management Shares equal to the total number of Management Shares requested to be registered multiplied by a fraction, the numerator of which shall be the number of Investor Shares requested to be registered and the denominator of which shall equal the total number of Investor Shares owned by the Investor Shareholders immediately prior to the planned

registration, shall be deemed to be included as “Investor Shares” under Section 2(b). In the event that the managing underwriter advises the Company that the inclusion of all of the Investor Shares and the Management Shares deemed to be Investor Shares under Section 2(b) requested to be included in such registration would interfere with the successful marketing (including pricing) of the shares to be included in the registration, then the number of Investor Shares and the number of Management Shares to be registered shall be cutback pro rata in accordance with the percentages that the Investor Shares and the Management Shares each represent of the total number of shares sought to be registered.

Section 4. IPO Sales and Drag Along Rights

(a) In the event the Investor Shareholders are permitted by the Company to participate in the IPO (which Investor Shareholders shall refer to all Investor Shareholders as a group other than those Investor Shareholders subject to Sections 6(f)-(i) hereof), and the managing underwriter advises the Company that the aggregate number of Registrable Shares requested to be included in such offering by the Investor Shareholders would interfere with the successful marketing (including pricing) of the Primary Shares proposed to be included in the IPO, then the number of Primary Shares, Investor Shares, Management Shares and Other Shares proposed to be included in the IPO shall be included in the following order:

(i) first, the Primary Shares;

(ii) second, the Investor Shares (or, if necessary, such Investor Shares pro rata among the holders thereof based upon the number of Investor Shares requested to be registered by each Investor Shareholder; provided, however, that, if the managing underwriter of the IPO advised the Company that it would be beneficial to the marketing (including pricing) of the IPO or the trading of the Company’s shares following the IPO, any or all of the Investor Shares held by AAA Guarantor-Athene, L.P. or Apollo Life Re Ltd. (along with any of their respective successors assignees or transferees, the “AAA Entities”) (collectively, the “AAA Company Shares”) shall be permitted to be included in the IPO prior to including any other Investor Shares;

(iii) third, the Management Shares (or, if necessary, such Management Shares pro rata among the holders thereof based on the number of Management Shares requested to be registered by each such holder); and

(iv) fourth, the Other Shares.

(b) In connection with the IPO, in the event that the aggregate number of Investor Shares requested to be included in the IPO by the Investor Shareholders, when combined with the Primary Shares and Other Shares proposed to be registered in the IPO by the Company (as determined by the Board) and the Management Shares requested to be included in the IPO by Management Shareholders, is less than the total number of Common Shares the managing underwriter advises the Company is advisable to offer for sale in the IPO (such deficit, the “IPO Shortfall”), the Company may notify Investor Shareholders of such and provide Investor Shareholders with the opportunity voluntarily to include Investor Shares in the IPO to eliminate the IPO Shortfall. In the event that (i) an insufficient number of Investor Shares are volunteered

by Investor Shareholders for inclusion in the IPO to eliminate the IPO Shortfall and (ii) the 15% IRR Condition has been satisfied, the Company shall have the right, subject to Sections 6(f)-(h), to further reduce or eliminate such IPO Shortfall by causing to be included in the IPO up to fifteen percent (15%) of an Investor Shareholder's Investor Shares (the "IPO Share Cap"). If such 15% IRR Condition has been satisfied, the Company may cause any number of Investor Shares, up to such Investor Shareholder's IPO Share Cap, to be included in the IPO until such time as all Investor Shareholders have the same percentage of their Investor Shares included in the IPO, and thereafter the Company shall cause any additional Investor Shares to be included in the IPO on a pro rata basis among all Investor Shareholders, subject in all cases to their respective IPO Share Caps. Any Investor Shareholder that has voluntarily offered by notice in writing to the Company to include any or all of its Investor Shares in the IPO upon notice of the IPO Shortfall shall for every such Investor Share so voluntarily included and sold in the IPO be entitled to have an equal number of his, her, or its Investor Shares excluded from the Lock-up Period beginning on the first Lock-up Expiration Date (each such excluded Investor Share, an "Excluded Share").

(c) In connection with any Follow-On Offering, in the event that the aggregate number of Investor Shares requested to be included in such Follow-On Offering by the Investor Shareholders, when combined with the Primary Shares and Other Shares proposed to be registered in such Follow-On Offering by the Company (as determined by the Board) and the Management Shares requested to be included in the Follow-On Offering by Management Shareholders, is less than the total number of Common Shares the managing underwriter advises the Company is advisable to offer for sale in such Follow-On Offering (such deficit, a "Follow-On Shortfall"), the Company may notify Investor Shareholders of such and provide Investor Shareholders with the opportunity voluntarily to include Investor Shares in such Follow-On Offering to eliminate the Follow-On Shortfall. In the event that (i) an insufficient number of Investor Shares are volunteered by Investor Shareholders for inclusion in such Follow-On Offering to eliminate the Follow-On Shortfall and (ii) the 20% IRR Condition has been satisfied, the Company shall have the right, subject to Section 6(f)-(h), to further reduce or eliminate such Follow-On Shortfall by causing Investor Shares to be included in such Follow-On Offering; provided, however, the Company shall not have the right to cause to be included in aggregate greater than 50% of any Investor Shareholder's Remaining Shares in all Follow-On Offerings (the "Follow-On Share Cap"). If such 20% IRR Condition has been satisfied at the time of any Follow-On Offering, the Company may cause any number of Investor Shares, up to such Investor Shareholder's Follow-On Share Cap, to be included in such Follow-On Offering until such time as all Investor Shareholders have the same percentage of their Investor Shares included in such Follow-On Offering, and thereafter the Company shall cause any additional Investor Shares to be included in such Follow-On Offering on a pro rata basis among all Investor Shareholders, subject in all cases to their respective Follow-On Share Caps. Each Investor Share sold by an Investor Shareholder in any Follow-On Offering (whether at the request of such Investor Shareholder or as caused by the Company pursuant to this Section 4(c)), shall reduce on a one-for-one basis the number of Remaining Shares of such Investor Shareholder eligible to be released from the Lock-up at the Lock-up Expiration Date immediately succeeding the completion of such Follow-On Offering; provided, that if the number of Investor Shares sold by any Investor Shareholder in such Follow-On Offering exceeds the number of Investor Shares of such Investor Shareholder to be released from the Lock-up at the immediately succeeding Lock-up Expiration Date, then the excess of such Investor Shares shall be released from the next

succeeding Lock-up Expiration Date. Any remaining Investor Shares held by any Investor Shareholder whose Investor Shares were included in a Follow-On Offering shall continue to be subject to any applicable Underwriter Lock-up related to such Follow-On Offering subsequent to the immediately succeeding Lock-up Expiration Date.

Section 5. Registrations on Form S-3.

If the Company is entitled to file a registration statement on Form S-3 (or any successor form to Form S-3 regardless of its designation) to register Registrable Shares, then the Company shall be entitled to use such form to register any Registrable Shares.

Section 6. Holdback Agreement.

(a) Subject to Sections 6(f)-(h), in connection with the IPO, each Shareholder agrees that he, she or it shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares (other than sales or dispositions to members of his, her or its Group) without the prior written consent of the Company (the "Lock-up"), for a period (the "Lock-up Period") beginning not more than seven (7) days prior to the Registration Date and ending on the date which is fifteen (15) months following the Registration Date, except with respect to each Investor Shareholder as in the following amounts and on the following dates (each a "Lock-up Expiration Date"):

(i) beginning on the date that is two hundred and twenty-five (225) days following the Registration Date, a number of Investor Shares equal to the sum of a Shareholder's Excluded Shares plus a number of Investor Shares equal to one-third (1/3) of such Shareholder's Remaining Shares less any Investor Shares that have been sold by such Shareholder pursuant to one or more Follow-On Offerings prior to such Lock-up Expiration Date (which number shall not be less than zero) will no longer be subject to the Lock-up (and, in the case of any such Remaining Shares that are AAA Company Shares, may be Transferred by the AAA Entities to their respective shareholders subject to Section 7 and any other requirements under applicable law);

(ii) beginning on the date that is three hundred and sixty-five (365) days following the Registration Date, a number of Investor Shares equal to one-third (1/3) of such Shareholder's Remaining Shares less any Investor Shares that have been sold by such Shareholder pursuant to one or more Follow-On Offerings and not applied to reduce the number of Investor Shares released from the Lock-up in connection with the immediately preceding Lock-up Expiration Date (which number shall not be less than zero) will no longer be subject to the Lock-up (and, in the case of any such Remaining Shares that are AAA Company Shares, may be Transferred by the AAA Entities to their respective shareholders subject to Section 7 and any other requirements under applicable law); and

(iii) beginning on the date that is four hundred and fifty (450) days following the Registration Date, the remainder of the Remaining Shares of each Shareholder will no longer be subject to the Lock-up (and, in the case of any such Remaining Shares that are AAA Company Shares, may be Transferred to by the AAA Entities to their respective shareholders subject to Section 7 and any other requirements under applicable law);

provided, however, the Company (at the discretion of the Executive Committee of the Board) may with the consent of any Shareholder waive, alter or amend any provision of the Lock-up or modify any Lock-up Expiration Date with respect to such Investor Shareholder without the consent of any other Investor Shareholder.

(b) In connection with any Follow-On Offering, each Investor Shareholder agrees that he, she or it shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Remaining Shares that are subject to the Lock-up without the prior written consent of the Company.

(c) In connection with any Subsequent Offering, each Shareholder agrees that he, she or it shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares without the prior written consent of the Company (a “Subsequent Lock-up”) for a period (the “Subsequent Lock-up Period”) designated by the Company in writing to the holders of Effective Shares, which period shall begin not more than seven (7) days prior to the Subsequent Registration Date and shall not last more than 135 days after the Subsequent Registration Date (or any shorter period permitted by the managing underwriter).

(d) Each Shareholder agrees that he, she or it, upon request of the Company, will execute an agreement reflecting clauses (a), (b) and (c) as may be reasonably requested by the Company at the time of the IPO, Follow-On Offering or Subsequent Offering (as applicable).

(e) If (i) during the last seventeen (17) days of the Lock-up Period, any Underwriter Lock-up Period or any Subsequent Lock-up Period (as applicable), the Company releases earnings results or announces material news or a material fact, change or event, or (ii) prior to the expiration of the Lock-up Period, any Underwriter Lock-up Period or any Subsequent Lock-up Period (as applicable), the Company announces that it will release earnings results during the fifteen (15)-day period following the last day of the Lock-up Period, any Underwriter Lock-up Period or any Subsequent Lock-up Period (as applicable), then, in any case, the Lock-up Period, Underwriter Lock-up Period or Subsequent Lock-up Period (as the case may be) shall be extended automatically until the expiration of the eighteen (18)-day period beginning on the date of release of the earnings results or the announcement of the material news, fact, change or event, as applicable, unless each of the underwriters managing the offering have otherwise consented in writing. No Person subject to this Section 6(e) shall be released from all or any of its obligations under this Section 6(e) or any other agreement, arrangement or understanding entered into pursuant to this Section 6(e) unless all other Persons subject to the same obligation are also similarly released.

(f) Notwithstanding anything to the contrary in this Agreement, AGM agrees that it shall not, and it shall cause its Affiliates (excluding any investment funds or accounts for which AGM or its subsidiaries acts as the general partner and/or manager, but a majority of the capital is provided by Persons who are not Affiliates of AGM (including, for the avoidance of doubt, Palmetto Athene Holdings (Cayman), L.P., Stanhope Life, L.P., Stanhope Life II, L.P. and the AAA Entities)) not to, sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares (other than to another Affiliate of AGM) (such Effective Shares, the “Apollo Lock-up Shares”) beginning on the date that is not more than seven

(7) days prior to the Registration Date until the date that is two years following the Registration Date; provided, however, no Apollo Lock-up Shares shall be eligible to be caused by the Company to be included in the IPO pursuant to Section 4(b) or any Follow-On Offering pursuant to Section 4(c), and any pro rata calculations of Investor Shares shall disregard any such Apollo Lock-up Shares.

(g) Notwithstanding anything to the contrary in this Agreement, each of the persons listed on Schedule I hereto (each, an "Apollo Person") agrees that he or she shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares acquired from the Company in the Private Placement (such Effective Shares, the "Apollo Person Lock-up Shares") beginning on the date that is not more than seven (7) days prior to the Registration Date until the date that is two years following the Registration Date; provided, however, that (i) no Apollo Person Lock-up Shares shall be eligible to be caused by the Company to be included in the IPO pursuant to Section 4(b) or any Follow-On Offering pursuant to Section 4(c), and any pro rata calculations of Investor Shares shall disregard any such Apollo Person Lock-up Shares and (ii) each Apollo Person shall be entitled to pledge, hypothecate or otherwise assign any or all of its Apollo Person Lock-up Shares in connection with the securing of any loan, credit facility or other financing from an established, bona fide commercial bank or other lending institution for the purpose of acquiring such Apollo Person Lock-up Shares or funding any required tax obligations in connection therewith.

(h) Notwithstanding anything to the contrary in this Agreement, each of the persons listed on Schedule II hereto (each, an "Athene Management Person") agrees that he or she shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares (such Effective Shares, the "Athene Management Person Lock-up Shares") beginning on the date that is not more than seven (7) days prior to the Registration Date until the date that is four hundred and fifty (450) days following the Registration Date; provided, however, that (i) no Athene Management Person Lock-up Shares shall be eligible to be caused by the Company to be included in the IPO pursuant to Section 4(b) or any Follow-On Offering pursuant to Section 4(c), and any pro rata calculations of Investor shares shall disregard any such Athene Management person Lock-up Shares, (ii) each Athene Management Person shall be entitled to pledge, hypothecate or otherwise assign any or all of its Athene Management Person Lock-up Shares in connection with the securing of any loan, credit facility or other financing from an established, bona fide commercial bank or other lending institution for the purpose of acquiring such Athene Management Person Lock-up Shares or funding any required tax obligations in connection therewith and (iii) each Athene Management Person may Transfer any Athene Management Person Lock-up Shares for the purposes of exercising any net share settlement options issued pursuant to any share incentive plan of the Company.

(i) Notwithstanding anything to the contrary in this Agreement, any employee of the Company, Athene Asset Management, L.P. and their respective subsidiaries that is not an Athene Management Person (each, an "Athene Employee") (i) shall be entitled to pledge, hypothecate or otherwise assign any or all of its Effective Shares (such Effective Shares, "Athene Employee Shares") in connection with the securing of any loan, credit facility or other financing from an established, bona fide commercial bank or other lending institution for the purpose of acquiring such Athene Employee Shares or funding any required tax obligations in connection therewith and (ii) each Athene Employee may Transfer any Athene Employee Shares for the purposes of exercising any net share settlement options issued pursuant to any share incentive plan of the Company.

Section 7. Transfer Restrictions.

(a) No holder of Effective Shares may knowingly Transfer, in one transaction or a series of related transactions, Effective Shares to a Person engaged in a Competitive Business or an Affiliate of such Person, without the prior consent of the Board; provided, however, that the foregoing restriction shall not apply to any Transfer in an underwritten offering or on-market through a broker/dealer.

(b) No holder of Registrable Shares may Transfer Registrable Shares to an Affiliate of the Company or to a Person who would become an Affiliate after such Transfer unless such Affiliate signs a joinder to this Agreement or the Company agrees to such Transfer.

(c) Notwithstanding anything to the contrary in this Agreement, any commercial bank or other lending institution shall be entitled to foreclose on and subsequently dispose of any Investor Shares pledged to it as may be permitted pursuant to Sections 6(g)-(i); provided, that no such commercial bank or lending institution shall be subject to the Lock-Up restrictions set forth in Section 6 hereof in connection with any such foreclosure and disposition.

Section 8. Preparation and Filing.

(a) If and whenever the Company is under an obligation pursuant to the provisions of this Agreement to effect the registration of any Registrable Shares other than in connection with an IPO, the Company shall, as expeditiously as practicable:

(i) use its reasonable best efforts to cause a registration statement that registers such Registrable Shares to become and remain effective until the earlier of (x) sixty (60) days following the date such registration statement became effective and (y) the date on which all of such Registrable Shares have been disposed of;

(ii) furnish, at least five (5) business days before filing a registration statement that registers such Registrable Shares, a prospectus relating thereto or any amendments or supplements relating to such a registration statement or prospectus, to one counsel selected by the Majority Demanding Holders ("Shareholders' Counsel"), copies of all such documents proposed to be filed (it being understood that such five-business-day period need not apply to successive drafts of the same document proposed to be filed so long as such successive drafts are supplied to the Shareholders' Counsel in advance of the proposed filing by a period of time that is customary and reasonable under the circumstances);

(iii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period required under Section 8(a)(i) and to comply with the provisions of the Securities Act with respect to the sale or other disposition of such Registrable Shares;

(iv) notify the Shareholders' Counsel (and with respect to clauses (B) or (C) below, the holders of Registrable Shares included in such registration) in writing (A) of the receipt by the Company of any notification with respect to any comments by the Commission with respect to such registration statement or prospectus or any amendment or supplement thereto or any request by the Commission for the amending or supplementing thereof or for additional information with respect thereto, (B) of the receipt by the Company of any notification with respect to the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or prospectus or any amendment or supplement thereto or the initiation or threatening of any proceeding for that purpose and (C) of the receipt by the Company of any notification with respect to the suspension of the qualification of such Registrable Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes;

(v) use its reasonable best efforts to register or qualify such Registrable Shares under such other securities or blue sky laws of such jurisdictions as the Majority Demanding Holders reasonably request and do any and all other acts and things which may be reasonably necessary or advisable to enable the Shareholders to consummate the disposition in such jurisdictions of the Registrable Shares included in a registration; provided, however, that the Company will not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this clause (v);

(vi) furnish to the holders of Registrable Shares such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such holders may reasonably request in order to facilitate the public sale or other disposition of such Registrable Shares;

(vii) without limiting subsection (v) above, use its best efforts to cause such Registrable Shares to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Shares to consummate the disposition of such Registrable Shares;

(viii) notify the holders of Registrable Shares included in a registration on a timely basis at any time when a prospectus relating to such Registrable Shares or any document related thereto includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing and, at the request of the Majority Demanding Holders, prepare and furnish to the holders of Registrable Shares included in such registration a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the offerees of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(ix) make available upon reasonable notice and during normal business hours, for inspection by the Majority Demanding Holders, any underwriter participating in any retained by the Majority Demanding Holders or underwriter (collectively, the “Inspectors”), all pertinent financial and other records, pertinent documents and properties of the Company (collectively, the “Records”), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company’s officers, directors and employees to supply all information (together with the Records, the “Information”) reasonably requested by any such Inspector in connection with such registration statement. Any of the Information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, shall not be disclosed by the Inspectors unless (A) the disclosure of such Information is necessary to avoid or correct a material misstatement or omission in the registration statement, (B) the release of such Information is ordered pursuant to a subpoena or other order from a court or governmental agency or authority of competent jurisdiction, (C) such Information has been made generally available to the public through no breach of the nondisclosure obligations of the Inspectors or their Affiliates or (D) such disclosure is required to be made under applicable law;

(x) use its reasonable best efforts to prevent the issuance of an order suspending the effectiveness of a registration statement, and if one is issued, use its best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement at the earliest possible moment;

(xi) use its reasonable best efforts to obtain from its independent certified public accountants “cold comfort” letters in customary form and at customary times and covering matters of the type customarily covered by cold comfort letters;

(xii) use its reasonable best efforts to obtain from its counsel an opinion or opinions in customary form (which shall also be addressed to the holders selling Registrable Shares);

(xiii) enter into such customary agreements (including, if applicable, an underwriting agreement in customary form, including customary representations, warranties, covenants and indemnities) and take such customary action as the underwriters may reasonably request in order to expedite or facilitate the disposition of Registrable Shares;

(xiv) not later than the effective date of the applicable registration statement, provide a CUSIP number for all Registrable Shares and provide the applicable transfer agent with printed certificates for the Registrable Shares which are in a form eligible for deposit with The Depository Trust Company;

(xv) provide a transfer agent and registrar (which may be the same entity and which may be the Company) for such Registrable Shares;

(xvi) promptly issue to any underwriter to which the holders of Registrable Shares may sell shares in such offering certificates evidencing such Registrable Shares;

(xvii) in connection with an underwritten offering, participate, to the extent reasonably requested by the managing underwriter for the offering, in customary efforts to sell Registrable Shares being offered, and cause such steps to be taken to ensure good faith participation of senior management officers of the Company in “road shows” as is customary;

(xviii) use its reasonable best efforts to list such Registrable Shares on any national securities exchange on which any Common Shares are listed;

(xix) cooperate with each holder and each underwriter, if any, participating in the disposition of such Registrable Shares and their respective counsel in connection with any filings required to be made with FINRA;

(xx) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and make available to its securityholders, as soon as reasonably practicable, earnings statements covering a period of 12 months beginning with the first day of the Company's first full calendar quarter after the effective date of the subject registration statement; and

(xxi) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Shares contemplated hereby.

(b) Each holder of the Registrable Shares, upon receipt of any notice from the Company of any event of the kind described in Section 8(a)(viii) hereof, shall forthwith discontinue disposition of the Registrable Shares pursuant to the registration statement covering such Registrable Shares until such holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 8(a)(viii) hereof, and, if so directed by the Company, such holder shall deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the prospectus covering such Registrable Shares at the time of receipt of such notice.

(c) The Company shall not permit any officer, director, underwriter, broker or any other Person acting on behalf of the Company to use any Free Writing Prospectus in connection with the registration statement covering Registrable Shares, without the prior written consent of the Majority Demanding Holders which consent shall not be unreasonably withheld or delayed. Any consent to the use of a Free Writing Prospectus included in an underwriting agreement to which the Majority Demanding Holders are parties shall be deemed to satisfy the requirement of such consent.

Section 9. Suspension. Notwithstanding anything in this Agreement to the contrary, the Company may (not more than once with respect to any registration), by notice in writing to each holder of Registrable Shares to which a prospectus relates, require each such holder of Registrable Shares to suspend, for up to ninety (90) days (the "Suspension Period"), the use of any prospectus included in a registration statement filed under this Agreement if a Material Transaction exists that would require an amendment to such registration statement or supplement to such prospectus (including any such amendment or supplement made through incorporation by reference to a report filed under Section 13 of the Exchange Act). The period during which such prospectus must remain effective shall be extended by a period equal to the Suspension Period. The Company may (but shall not be obligated to) withdraw the effectiveness of any registration statement subject to this provision.

Section 10. Expenses.

All expenses incurred by the Company, the Investor Shareholders and the Management Shareholders pursuant to this Agreement, including, without limitation, (a) all registration and filing fees, and any other fees and expenses associated with filing fees, and any other fees and expenses associated with filings required to be made with any stock exchange, the Commission and FINRA (including, if applicable, the fees and expenses of any “qualified independent underwriter” and its counsel as may be required by the rules and regulations of FINRA); (b) all fees and expenses of compliance with state securities or “blue sky” laws (including fees and disbursements of counsel for the underwriters or the Holders in connection with “blue sky” qualifications of the Registrable Shares and determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriters may designate); (c) all printing and related messenger and delivery expenses (including expenses of printing certificates for the Registrable Shares in a form eligible for deposit with The Depository Trust Company) and of printing prospectuses, all fees and disbursements of all independent certified public accountants of the Company (including the expenses of any special audit and “cold comfort” letters required by or incident to such performance); (d) Securities Act liability insurance if the Company so desires; (e) all fees and expenses incurred in connection with the listing of Registrable Shares on any securities exchange and all rating agency fees; (f) all reasonable fees and disbursements of one lead counsel (and special and local counsel as required) to the holders of Registrable Shares to represent such Persons in connection with such registration, which counsel shall be selected by the Majority Demanding Holders; (g) all fees and disbursements of underwriters customarily paid by an issuer, excluding underwriting discounts and commissions and fees and disbursements of counsel to the underwriters (other than such fees and disbursements incurred in connection with any registration or qualification of Registrable Shares under the securities or “blue sky” laws of any state); (h) reasonable fees and expenses of outside counsel and advisors to the Company; (i) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration; (j) all expenses of the Company related to the “road-show” for any underwritten public offering of Primary Shares or Registrable Shares; and (k) any other fees and disbursements customarily paid by the issuers of securities, including all travel, meals and lodging of the Company’s employees and representatives, will be borne by the Company, regardless of whether a registration statement becomes effective.

Section 11. Indemnification.

(a) In connection with any registration of any Registrable Shares under the Securities Act pursuant to this Agreement, the Company shall indemnify and hold harmless the holders of Registrable Shares, each of such holder’s officers, directors, employees, members, partners, and advisors and their respective Affiliates, each underwriter, broker or any other person acting on behalf of the holders of Registrable Shares and each other Person, if any, who controls any of the foregoing Persons within the meaning of the Securities Act against any losses, claims, damages, liabilities, expenses (including reasonable costs of investigation and legal expenses) or actions joint or several (or actions in respect thereof), to which any of the foregoing persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or allegedly untrue statement of a material fact contained in the registration statement under which

such Registrable Shares were registered under the Securities Act, any preliminary prospectus, Issuer Free Writing Prospectus, or final prospectus contained therein or otherwise filed with the Commission, any amendment or supplement thereto or any document incident to registration or qualification of any Registrable Shares, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to any prospectus, necessary to make the statements therein in light of the circumstances under which they were made not misleading, or any violation by the Company of the Securities Act or state securities or blue sky laws applicable to the Company or relating to action or inaction required of the Company in connection with such registration or qualification under such state securities or blue sky laws; and shall promptly reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action (including any legal or other expenses incurred) arises out of or is based upon a materially untrue statement or omission made in said registration statement, preliminary prospectus, Issuer Free Writing Prospectus, final prospectus, amendment, supplement or document incident to registration or qualification of any Registrable Shares in reliance upon and in conformity with written information furnished to the Company by the holders of Registrable Shares specifically for use in the preparation thereof; provided, further, that the indemnification shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld); provided, further, the Company shall not be liable to any underwriter to the extent that any such loss, claim, damage, liability or action (including any legal or other expenses incurred) arises out of or is based upon an untrue statement or omission made in said preliminary prospectus if the final prospectus shall correct such untrue statement or alleged untrue statement, or such omission or alleged omission, and a copy of the final prospectus has not been sent or given to the relevant person at or prior to the confirmation of sale to such person if such underwriter was under an obligation to deliver such final prospectus and failed to do so.

(b) In connection with any registration of Registrable Shares under the Securities Act pursuant to this Agreement, to the extent permitted by applicable law, each holder of Registrable Shares shall severally (based on the percentage of the securities included in such registration that were owned by such holder) and not jointly and severally indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 11(a)) the Company, each director of the Company, each officer of the Company who shall sign such registration statement, each underwriter, broker or other person acting on behalf of the holders of Registrable Shares and each person who controls any of the foregoing persons within the meaning of the Securities Act with respect to any, in each case, to the extent (and only to the extent) that such violation occurs in reliance upon and in conformity with written information furnished to the Company or such underwriter by such holder of Registrable Shares specifically for use in connection with the preparation of such registration statement, preliminary prospectus, Issuer Free Writing Prospectus, final prospectus, amendment, supplement or document; provided, however, that the maximum amount of liability in respect of such indemnification shall be limited, in the case of each holder of Registrable Shares, to an amount equal to the gross proceeds actually received by such holder from the sale of Registrable Shares effected pursuant to such registration.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action, suit, proceeding, investigation or threat thereof made in writing involving a claim referred to in this Section 11, such indemnified party will, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action, suit, proceeding, investigation or threat. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, however, that if representation of the indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding, the indemnified party shall have the right to retain its own counsel and the indemnifying party shall reimburse such indemnified party and any Person controlling such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity agreement provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one lead counsel (plus appropriate local and special counsel) to represent the indemnified party with respect to such claim.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No person guilty or liable of fraudulent misrepresentation shall be entitled to contribution from any person.

Section 12. Underwriting Agreement.

(a) Notwithstanding any provisions of this Agreement, to the extent that in connection with a proposed sale of Registrable Shares which have been registered with the Commission pursuant to this Agreement, the holders of Registrable Shares shall enter into an underwriting agreement or similar agreement that contains customary provisions covering one or more issues addressed in such Sections of this Agreement, the provisions contained in such Sections of this Agreement addressing such issue or issues shall be of no force or effect with respect to such registration, but this provision shall not apply to the Company if the Company is not a party to the underwriting agreement or similar agreement.

(b) In connection with any proposed sale through an underwritten offering of Registrable Shares which have been registered with the Commission pursuant to this Agreement through an underwritten offering, the Company shall negotiate in good faith and enter into a reasonable and customary underwriting agreement with the underwriters thereof. The Company shall be entitled to receive customary indemnities from lead underwriters, selling brokers, dealer managers and similar security industry professionals participating in the distribution, to the same extent as provided above with respect to the information so furnished in writing by such Persons specifically for inclusion in any prospectus or registration statement.

(c) No underwriting agreement (or other agreement in connection with a proposed sale of Registrable Shares) shall require any holder of Registrable Shares to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such holder, the ownership of such holder's Registrable Shares and such holder's intended method or methods of disposition and any other representation required by law or to furnish any indemnity to any Person which is broader than the indemnity furnished by such holder hereunder unless, in each case and to the extent a holder is allowed by applicable law, the Majority Demanding Holders have agreed to such representations, warranties or other agreements, in which case, such additional representations, warranties and other agreements shall be limited in scope to the additional representations, warranties and other agreements that the Majority Demanding Holders agree to provide.

Section 13. Information by Holder.

Each Shareholder shall furnish to the Company such written information regarding such Person and the distribution proposed by any holder of Registrable Shares as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration referred to in this Agreement.

Section 14. Exchange Act Compliance.

From the Registration Date or such earlier date as a registration statement filed by the Company pursuant to the Exchange Act relating to any class of the Company's securities shall have become effective, the Company shall comply with all of the reporting requirements of the Exchange Act applicable to it and shall comply with all other public information reporting requirements of the Commission which are conditions to the availability of Rule 144. The Company shall cooperate with the parties to this Agreement in supplying such information as may be necessary such Persons to complete and file any information reporting forms presently or hereafter required by the Commission as a condition to the availability of Rule 144.

Section 15. No Conflict of Rights: Future Rights.

The Company shall not, after the date hereof, grant any registration rights which conflict with or impair the rights granted to the Investor Shareholders hereby, provided that, notwithstanding the foregoing, the addition of any Other Shareholder (as defined in the Shareholders Agreement) as a party to this Agreement shall not be deemed a grant of registration rights which conflicts with or impairs the rights granted to the Investor Shareholders hereby. If at any time following the date hereof, the Company shall grant to any present or future shareholder of the Company rights to in any manner cause or participate in any registration statement of the Company that, in the judgment of the Investor Shareholders, are superior to or conflict with the rights granted to the Investor Shareholders hereby, such grant shall be null, void and ultra vires.

Section 16. Termination.

This Agreement shall terminate and be of no further force or effect with respect to any Shareholder that is a party hereto upon the later of (i) the expiration of the Lock-up applicable to all of such Shareholder's Effective Shares pursuant to Section 6 hereof and (ii) such Shareholder ceasing to hold Registrable Shares.

Section 17. Benefits of Agreement; Third Party Beneficiaries

Except as provided herein, this Agreement shall bind and inure to the benefit of the Company, the Investor Shareholders, the Management Shareholders and subject to Section 18, the respective successors and assigns of the Company and the Investor Shareholders.

Section 18. Assignment.

Each Shareholder may assign its rights hereunder to any purchaser or transferee of Registrable Shares; provided, however, that such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as a holder of Registrable Shares whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally been a party hereto. The Company may not assign any rights hereunder without the consent of the holders of a majority of the Registrable Shares.

Section 19. Entire Agreement.

This Agreement, and the other writings referred to herein or delivered pursuant hereto, contain the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or understandings with respect thereto, including the Prior Registration Rights Agreement.

Section 20. Notices.

All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by telecopy, nationally-recognized overnight courier or first class registered or certified mail,

return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties:

(i) if to the Company, to:

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX
Bermuda
Attention: Tab Shanafelt
Telephone: (441) 279-8414
Facsimile: (441) 279-8401
Email: tshanafelt@athene.bm

with copy to (which shall not constitute notice):

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Sidley Austin LLP
787 Seventh Ave.
New York, NY 10019
Attention: Samir A. Gandhi
Telephone: (212) 839-5684
Facsimile: (212) 839-5599
Email: sgandhi@sidley.com

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Harvey Eisenberg
Telephone: (212) 310-8663
Facsimile: (212) 310-8007
Email: harvey.eisenberg@weil.com

(ii) if to the other parties to this Agreement, to their respective addresses set forth in the register of the Company.

All such notices, requests, consents and other communications shall be deemed to have been delivered (a) in the case of personal delivery or delivery by telecopy, on the date of such delivery, (b) in the case of dispatch by nationally-recognized overnight courier, on the next business day following such dispatch and (c) in the case of mailing, on the third business day after the posting thereof.

Section 21. Modifications; Amendments; Waivers.

The terms and provisions of this Agreement may not be modified or amended except pursuant to a writing signed by the Company and the Super-Majority Holders; provided, that, any modification or amendment that is objectively adverse to an Investor (without regard to such Investor's particular circumstances) and does not adversely affect other similarly-situated Investors in a similar and proportionate manner shall require the consent of a majority of such adversely affected Investors; provided, further, that the restrictions on the disposition of Effective Shares applicable to any Apollo Person, Athene Management Person and Athene Employee pursuant to Sections 6(g)-(i) may not be amended without the consent of such Apollo Person, Athene Management Person or Athene Employee. Any waiver of any provision of this Agreement requested by any party hereto must be granted in advance, in writing by the party against whom such waiver is sought to be enforced; provided, further, that the Super-Majority Holders may grant a waiver on behalf of all holders of Effective Shares.

Section 22. Counterparts; Facsimile Signatures.

This Agreement may be executed in any number of original or facsimile counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 23. Headings.

The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

Section 24. Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES

IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. ANY JUDGMENT MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 25. Severability.

It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.


* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Third Amended and Restated Registration Rights Agreement on the date first written above.

COMPANY:

ATHENE HOLDING LTD.

By:



Name: Zachary Jones

Title: Chief Accounting Officer

REGISTRATION RIGHTS AGREEMENT SIGNATURE PAGE

List of Apollo Persons Subject to Extended Lock-up in Section 6(g)

[TO BE SUPPLEMENTED]

List of Athene Management Persons Subject to Extended Lock-up in Section 6(h)

[TO BE SUPPLEMENTED]

FIRST AMENDMENT, dated as of October 6, 2015 (this "*Amendment*"), to the Third Amended and Restated Registration Rights Agreement, dated as of April 4, 2014 (the "*Registration Rights Agreement*"), by and among Athene Holding Ltd., a Bermuda exempted company limited by shares (the "*Company*"), and the shareholders party thereto (the "*Shareholders*").

WITNESSETH:

WHEREAS, the Company and the Shareholders desire to amend the Registration Rights Agreement to reflect certain modified terms as set forth below.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereby agree as follows:

1. All capitalized terms used and not otherwise defined in this Amendment are used herein as defined in the Registration Rights Agreement.
2. Section 1(b) of the Registration Rights Agreement is deleted in its entirety and replaced with the following:
“(b) The Company shall file or, as may be permitted under the Securities Act, submit an initial registration statement with the Commission under the Securities Act or with any other applicable regulatory authority in connection with its IPO on or prior to June 30, 2016.”
3. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.
4. This Amendment shall become effective as of the date hereof. From and after the date hereof, all references in the Registration Rights Agreement to the Registration Rights Agreement shall be deemed to be references to the Registration Rights Agreement as modified hereby.
5. This Amendment may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

FIRST AMENDMENT TO THIRD AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

IN WITNESS WHEREOF, the undersigned, having obtained the required consents under the Registration Rights Agreement, have duly executed this Agreement as of the above written date.

ATHENE HOLDING LTD.

By: /s/ Zachary Jones

Name: Zachary Jones

Title: Chief Accounting Officer

FIRST AMENDMENT TO THIRD AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

ATHENE USA CORPORATION
7700 Mills Civic Parkway
West Des Moines, IA 50266

February 26, 2016

Project Apple
Commitment Letter

Apollo Commercial Real Estate Finance, Inc.
Arrow Merger Sub, Inc.
c/o Apollo Global Management
9 W 57th Street
New York, NY 10019
Attn: Stuart A. Rothstein

Ladies and Gentlemen:

You have advised Athene USA Corporation, an Iowa corporation (“AUSA”, “us” or “we”), that you intend to (i) acquire, directly or indirectly, all of the outstanding stock of Apollo Residential Mortgage, Inc., a Maryland corporation (the “Company”) in accordance with that certain Agreement and Plan of Merger dated as of February 26, 2016 (the “Acquisition Agreement”), by and among Arrow Merger Sub, Inc., a Maryland corporation (“AcquisitionCo”), Apollo Commercial Real Estate Finance, Inc. (“ARI”, and collectively with AcquisitionCo, the “Borrowers”) and the Company, pursuant to which (a) AcquisitionCo will merge with and into the Company, with the Company as the surviving entity and (b) promptly thereafter, the Company will merge with and into ARI, with ARI as the surviving entity (collectively, the “Acquisition”), (ii) sell the Athene-Acquired Assets (as defined in the Form Credit Agreement attached hereto as Exhibit A) pursuant to the Asset Purchase and Sale Agreement, dated as of February 26, 2016, by and among Athene Annuity & Life Assurance Company, Athene Annuity and Life Company and ARI (the “Athene Purchase Agreement”) and (iii) enter into that certain Stock Purchase Agreement, dated as of February 26, 2016, by and among AUSA and ARI (the “Stock Purchase Agreement”) (the transactions described in clauses (i), (ii) and (iii) above, collectively, the “Transactions”). For purposes of this Commitment Letter and the Fee Letter (defined below), “Closing Date” shall mean the date of the consummation of the Acquisition, the satisfaction or waiver of the relevant conditions set forth on Exhibit B and the funding of the Term Loan Facility (as defined below). Capitalized terms used but not otherwise defined herein are used with the meanings assigned to such terms in this letter or the Exhibits hereto (this letter together with all Exhibits, including the annexes, collectively, this “Commitment Letter”).

1. Commitments.

In connection with the Transactions, AUSA (individually or collectively with one or more of its affiliates, the "Lender") hereby commits to provide the Borrowers a term loan in an aggregate principal amount of up to \$200,000,000 less 100% of the Net Cash Proceeds (as defined in the Form Credit Agreement) received by ARI or any of its subsidiaries as a result of the disposition of any Athene-Acquired Asset on or prior to the Closing Date (the "Term Loan Facility") (i) upon the terms set forth or referred to in this letter and the Form Credit Agreement attached as Exhibit A hereto (the "Form Credit Agreement"), as applicable and (ii) the initial funding of which is subject only to the conditions set forth on Exhibit B hereto.

2. Information.

You hereby represent that, all factual information (taken as a whole) furnished by or on behalf of any Loan Party in writing to the Lender for purposes of or in connection with the Loan Documents or otherwise filed with any Governmental Authority and publicly available for purpose of or in connection with the transactions contemplated hereby or thereby (the "Information"), does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time). You agree that if, at any time prior to the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information were being furnished and such representations were being made at such time, you will promptly supplement the Information so that such representations remain true in all material respects under those circumstances (and such supplementation shall cure any breach of any such representation). Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, none of the making of any representation under this Section 2, the provision of any supplement thereto, nor the accuracy of any such representation or supplement shall constitute a condition precedent to the availability and initial funding of the Term Loan Facility on the Closing Date.

3. Fee Letter.

As consideration for the commitments and agreements of the Lender, you agree to pay or cause to be paid the fees described in the Fee Letter, dated as of the date hereof, by and among ARI, AcquisitionCo and AUSA (the "Fee Letter") on the terms and subject to the conditions (including as to timing and amount) set forth therein.

4. Certain Funds Provision.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Loan Documents or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby to the contrary:

- (a) the only representations and warranties relating to the Borrowers, the Company and the Borrowers and the Company's respective subsidiaries and respective businesses, the accuracy of which shall be a condition to the

availability and initial funding of the Term Loan Facility on the Closing Date, shall be (i) such of the representations and warranties made by or with respect to the Company, its subsidiaries and their respective businesses in the Acquisition Agreement as are material to the interests of the Lender, but only to the extent that you have the right to terminate your obligations under the Acquisition Agreement or to decline to consummate the Acquisition as a result of a breach of such representations in the Acquisition Agreement (to such extent, the “Specified Acquisition Agreement Representations”) and (ii) the Specified Representations (as defined below),

- (b) the terms of the Loan Documents and any closing deliverables shall be in a form reasonably satisfactory to the Lender; it being understood that, the Credit Agreement shall be substantially in the form of the Form Credit Agreement, appropriately completed for the insertion of dates, administrative details and other items shown in blank, bullets or footnotes and all schedules thereto shall be reasonably acceptable to us, and
- (c) there are no other conditions (implied or otherwise) to the commitments hereunder, including compliance with the terms of this Commitment Letter, the Fee Letter or the Loan Documents, except those expressly set forth on Exhibit B hereto, and such conditions shall be subject in all respects to the provisions of this Section 4.

Upon the satisfaction (or waiver by the Lender) of the conditions set forth on Exhibit B hereto, the Lender will execute and deliver the Loan Documents to which it is a party and the initial funding of the Term Loan Facility shall occur.

For purposes hereof, “Specified Representations” means the representations and warranties set forth in the Loan Documents relating to: due organization and existence of the Loan Parties; organizational power and authority (as each relates to due authorization, execution, delivery and performance of the Loan Documents) of the Loan Parties; due authorization, execution and delivery of the relevant Loan Documents by the Loan Parties, and enforceability as it relates to the entering into and performance of the relevant Loan Documents against the Loan Parties; solvency as of the Closing Date (after giving effect to the Transactions) of the Loan Parties taken as a whole (in form and scope consistent with the solvency certificate to be delivered pursuant to paragraph 1(b) of Exhibit B hereto); no conflicts of the Loan Documents with the charter documents of the Loan Parties; Federal Reserve margin regulations; the Investment Company Act; the PATRIOT Act, OFAC and the FCPA (as it relates to the use of the proceeds of the Term Loan Facility); REIT status; and the creation, validity, perfection and priority of security interests (subject in all respects to security interests and liens permitted under the Loan Documents and to the foregoing provisions of this paragraph). This Section 4, and the provisions contained herein, shall be referred to as the “Certain Funds Provision”.

5. Indemnification: Expenses.

You agree (a) to indemnify, defend and hold harmless the Lender, its affiliates and controlling persons (and their permitted successors and assigns) and its and their directors, officers, employees, partners, agents and other representatives (each, an “indemnified person”) from and against any and all liabilities, obligations, losses, penalties, claims, demands, suits, actions, judgments investigations, proceedings and damages, and all attorneys’ fees and disbursements (which attorneys’ fees, in the case of counsel to the indemnified persons, shall be reasonable) and other fees, costs and expenses of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted against such indemnified person in any way in connection with, as a result of, related to or arising under or out of this Commitment Letter, the Fee Letter, the Term Loan Facility, and the use of the proceeds thereof or any claim, litigation, investigation or proceeding relating to any of the foregoing, including but not limited to, any investigation, litigation or proceeding commenced by any shareholder, debt holder or other Person in connection with, as a result of, related to or arising under or out of the Acquisition or the Transactions (in such indemnified person’s role as the Lender or a director, officer, employee, partner, agent or other representative of the Lender, its affiliates or controlling persons) (a “Proceeding”), regardless of whether any indemnified person is a party thereto or whether such Proceeding is brought by you, any of your affiliates or any third party, and to reimburse each indemnified person promptly following written demand therefor for any legal or other out-of-pocket expenses incurred in connection with investigating or defending any Proceeding; provided, that the foregoing indemnity will not, as to any indemnified person, apply to liabilities, obligations, losses, penalties, claims, demands, suits, actions, judgments investigations, proceedings and damages or related expenses to the extent they arise from the bad faith, willful misconduct or gross negligence of such indemnified person as determined by a final, non-appealable judgment of a court of competent jurisdiction and (b) whether or not the Closing Date occurs, to reimburse the Lender for all (i) out-of-pocket costs or expenses paid or incurred by the Lender in connection with, as a result of, related to or arising under or out of the Term Loan Facility and any related documentation (including this Commitment Letter, the Fee Letter and the Loan Documents), (ii) reasonable out-of-pocket fees, expenses and disbursements of outside counsel for the Lender in connection with, related to or arising under or out of the Term Loan Facility and any related documentation (including this Commitment Letter, the Fee Letter and the Loan Documents), (iii) out-of-pocket costs and expenses of third-party claims or any other suit paid or incurred by the Lender in enforcing or defending the this Commitment Letter, the Fee Letter or any of the Loan Documents or in connection with the transactions contemplated by this Commitment Letter or the Loan Documents or the Lender’s relationship with the Borrowers or any of their subsidiaries (including any investigation, litigation or proceeding commenced by any shareholder, debt holder or other Person in connection with, as a result of, related to or arising under or out of the Acquisition or the Transactions (in its role as the Lender)) and (iv) the Lender’s third-party out-of-pocket costs and expenses (including reasonable attorneys’ fees) incurred in connection with this Commitment Letter or the Loan Documents.

No indemnified person shall be liable for any damages arising from the use by any person (other than such indemnified person) of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages arise from the bad faith, gross negligence or willful misconduct of such indemnified

person, in each case as determined by a final non-appealable judgment of a court of competent jurisdiction. None of the indemnified persons, their affiliates or their directors, officers, employees, agents, or other representatives of any of the foregoing shall be liable for any special, indirect, consequential or punitive damages in connection with this Commitment Letter, the Fee Letter or the Term Loan Facility (including the use or intended use of the proceeds of the Term Loan Facility) or the transactions contemplated hereby or thereby.

You shall not be liable for any settlement of any Proceeding effected by any indemnified person without your consent (which consent shall not be unreasonably withheld or delayed), but if any Proceeding is settled with your written consent, you agree to indemnify and hold harmless such indemnified person in the manner set forth above. You shall not, without the prior written consent of the affected indemnified person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceeding against such indemnified person in respect of which indemnity could have been sought hereunder by such indemnified person unless such settlement (a) includes an unconditional release of such indemnified person from all liability or claims that are the subject matter of such Proceeding and (b) does not include any statement as to any admission of fault or culpability.

6. Sharing of Information. Absence of Fiduciary Relationship.

You acknowledge and agree that the Lender has no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or other persons. The Lender may have economic interests that conflict with your economic interests and those of the Company. You acknowledge and agree that (a)(i) the arranging and other services described herein regarding the Term Loan Facility are arm's-length commercial transactions between you and your affiliates, on the one hand, and the Lender, on the other hand, that do not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of the Lender, (ii) the Lender has not provided any legal, accounting, regulatory or tax advice with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby; and (b) in connection with the transactions contemplated hereby, (i) the Lender has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you or any of your affiliates and (ii) the Lender does not have any obligation to you or your affiliates except those obligations expressly set forth in this Commitment Letter and any other agreement with you or any of your affiliates.

7. Confidentiality.

This Commitment Letter is entered into by the parties hereto on the understanding that neither this Commitment Letter nor the Fee Letter nor any of their terms or substance shall be disclosed by you to any other person except (a) to your subsidiaries, to the Company and its subsidiaries, and to your and their respective directors, officers, employees, affiliates, members, partners, stockholders, attorneys, accountants, independent auditors, agents and other advisors and the Company and its subsidiaries, in each case on a confidential basis (provided, that any disclosure of

the Fee Letter or its contents, until the Closing Date, to the Company or its subsidiaries or their respective directors, officers, employees, affiliates, members, partners, stockholders, attorneys, accountants, independent auditors, agents or other advisors shall be, until the Closing Date, (i) redacted in respect of the amounts, percentages and basis points of compensation set forth therein or (ii) used for customary accounting purposes, including accounting for deferred financing costs), (b) in any legal, judicial or administrative proceeding or as otherwise required by applicable law, rule or regulation or as requested by a governmental regulatory or self-regulatory authority (in which case you agree, to the extent permitted by law, rule or regulation, to inform us promptly in advance thereof), (c) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter, and (d) this Commitment Letter, including the existence and contents of this Commitment Letter (but not the Fee Letter or the contents thereof, other than the existence thereof and the contents thereof as part of projections, pro forma information and a generic disclosure of aggregate sources and uses in marketing materials and other related disclosures), may be disclosed in any proxy statement, periodic report or similar public filing related to the Acquisition or in connection with any public filing requirement. The foregoing restrictions shall cease to apply in respect of the existence and contents of this Commitment Letter (but not in respect of the Fee Letter and its contents) on the earlier of the Closing Date and two year following the date of this Commitment Letter.

The Lender shall use all material, non-public information received by it in connection with the Acquisition and the related transactions solely for the purpose of providing the services that are the subject of this Commitment Letter and the Loan Documents, and entering into the Athene Purchase Agreement and the Stock Purchase Agreement and shall treat confidentially all such information and the terms and contents of this Commitment Letter, the Fee Letter and the Loan Documents and shall not publish, disclose or otherwise divulge such information; provided, however, that nothing herein shall prevent the Lender from disclosing any such information that it is permitted to disclose pursuant to Section 16.7 of the Form Credit Agreement attached hereto as Exhibit A. The provisions of this paragraph (other than with respect to the Fee Letter and its contents) shall automatically terminate on the date that is two years after the date hereof, unless earlier superseded by the relevant Loan Documents.

8. Miscellaneous.

This Commitment Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and, to the extent expressly set forth herein, the indemnified persons. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and the Lender. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among us and you with respect to

the Term Loan Facility and set forth the entire understanding of the parties with respect hereto and thereto, and supersede all prior agreements and understandings related to the subject matter hereof.

This Commitment Letter, and any claim, controversy or dispute arising under or related to this Commitment Letter, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided, that, notwithstanding the preceding sentence and the governing law provisions of this Commitment Letter and the Fee Letter, it is understood and agreed that (a) the interpretation of the definition of "Material Adverse Effect" (and whether or not a Material Adverse Effect has occurred), (b) the determination of the accuracy of any Specified Acquisition Agreement Representation and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Acquisition Agreement or to decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Maryland, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

EACH OF THE PARTIES HERETO IRREVOCABLY AGREES TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ACQUISITION, THIS COMMITMENT LETTER, THE FEE LETTER OR THE PERFORMANCE BY US OR ANY OF OUR AFFILIATES OF THE SERVICES CONTEMPLATED HEREBY.

Each of the parties hereto irrevocably and unconditionally (a) submits to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in the City of New York (or any appellate court therefrom) over any suit, action or proceeding arising out of or relating to this Commitment Letter or the Fee Letter, (b) agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in such New York state or federal court and (c) agrees that a final, non-appealable judgment in any such suit, action or proceeding may be enforced in other jurisdictions in any manner provided by law; provided, that with respect to any suit, action or proceeding arising out of or relating to the Acquisition Agreement or the transactions contemplated thereby and which do not involve claims against us or any other Lender, this sentence shall not override any jurisdiction provision set forth in the Acquisition Agreement. You and we agree that service of any process, summons, notice or document by registered mail addressed to such person shall be effective service of process against such person for any suit, action or proceeding brought in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each party hereto agrees to service of process for purposes of the submission to jurisdiction set forth above by the mailing of such process by registered or certified mail, postage prepaid, to its address specified on the first page of this Commitment Letter.

The Lender hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes names, addresses, tax identification numbers and other information that will allow each Lender to identify each Loan Party in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Lender.

The Fee Letter and the indemnification and expenses, confidentiality, jurisdiction, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the Loan Documents are executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the commitments hereunder; provided, that your obligations under this Commitment Letter (other than confidentiality of the Fee Letter and the contents thereof) shall automatically terminate and be of no further force and effect (and be superseded by the Loan Documents) on the Closing Date and you shall automatically be released from all liability hereunder in connection therewith at such time. Subject to the preceding sentence, you may terminate this Commitment Letter upon written notice to the Lender at any time.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of our offer as set forth in this Commitment Letter and the Fee Letter by returning to us executed counterparts of this Commitment Letter and of the Fee Letter and making payment of the fees due under the Fee Letter not later than 5:00 p.m., New York City time, on February 26, 2016. Such offer will remain available for acceptance until such time, but will automatically expire at such time if we have not received such executed counterparts and payment of the fees in the manner contemplated by the Fee Letter in accordance with the preceding sentence. In the event that the Closing Date does not occur on or before 11:59 p.m., New York City time, on the earliest of (a) the Initial Outside Date (as defined in the Acquisition Agreement) or if extended in accordance with the terms of the Acquisition Agreement as in effect on the date hereof, the Second Outside Date (as defined in the Acquisition Agreement), (b) the date of the termination of the Acquisition Agreement by you or with your written consent, in each case prior to the closing of the Acquisition, (c) the date of the closing of the Acquisition without the use of the Term Loan Facility, and (d) the date of the termination of the Athene Purchase Agreement by you or with your written consent, then this Commitment Letter and the commitments hereunder shall automatically terminate unless we, in our discretion, agree to an extension; provided that the termination of any commitment pursuant to this sentence shall not prejudice your rights and remedies in respect of any breach of this Commitment Letter that occurred prior to any such termination.

[The remainder of this page is intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

ATHENE USA CORPORATION

By: ATHENE ASSET MANAGEMENT, L.P., its
investment advisor

By: AAM GP Ltd., its General Partner

By: /s/ James R. Belardi

Name: **James R. Belardi**

Title: **Chief Executive Officer**

Signature Page to Commitment Letter

Accepted and agreed to as of
the date first above written:

APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.

By: /s/ Stuart A. Rothstein
Name: Stuart A. Rothstein
Title: President and Chief Executive Officer

ARROW MERGER SUB, INC.

By: /s/ Stuart A. Rothstein
Name: Stuart A. Rothstein
Title: President

Signature Page to Commitment Letter

Form of Credit Agreement

[Attached]

Exhibit A
Form of Credit Agreement

LOAN AGREEMENT

by and among

APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.

and

ARROW MERGER SUB, INC.,

as the Borrowers,

and

ATHENE USA CORPORATION,

as the Lender

Dated as of [●][●], 2016

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EXHIBITS AND SCHEDULES

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), is entered into as of [●][●], 2016, by and among ATHENE USA CORPORATION, an Iowa corporation ("AUSA"), ARROW MERGER SUB, INC., a Maryland corporation ("AcquisitionCo"), and APOLLO COMMERCIAL REAL ESTATE FINANCE, INC., a Maryland corporation ("ARI"), and together with AcquisitionCo, the "Borrowers" and each, a "Borrower").

WHEREAS, ARI intends to acquire, directly or indirectly, all of the outstanding Stock of Apollo Residential Mortgage, Inc., a Maryland corporation ("AMTG"), in accordance with that certain Agreement and Plan of Merger dated as of February 26, 2016 (the "Acquisition Agreement"), by and among AcquisitionCo, ARI and AMTG, pursuant to which (i) AcquisitionCo will merge with and into AMTG, with AMTG as the surviving company, and (ii) promptly thereafter, AMTG will merge with and into ARI, with ARI as the surviving company (collectively, the "Acquisition");

WHEREAS, the Borrowers have requested that, simultaneously with the consummation of the Acquisition, AUSA extend credit to the Borrowers in the form of a term loan in an aggregate principal amount of up to the Commitment (as defined below) to be used on the Closing Date (as defined below) to fund a portion of the purchase price in connection with the Acquisition and Transaction Expenses (as defined below).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** As used in this Agreement, the following terms shall have the following definitions:

"Acquisition" has the meaning set forth in the recitals hereto.

"Acquisition Agreement" has the meaning set forth in the recitals hereto.

"Acquisition Agreement Representations" means the representations made by or with respect to AMTG, its Subsidiaries and their respective businesses in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that ARI has the right to terminate its obligations under the Acquisition Agreement or to decline to consummate the Acquisition as a result of a breach of such representations in the Acquisition Agreement

"AcquisitionCo" has the meaning set forth in the preamble hereto.

"Affiliate" means, as applied to any Person, any other Person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and

policies of a Person, whether through the ownership of Stock, by contract, or otherwise. Neither ARI nor any of its Subsidiaries shall be deemed to be an Affiliate of any Lender for purposes of this Agreement.

“Agreement” has the meaning set forth in the preamble hereto.

“AMTG” has the meaning set forth in the recitals hereto.

“Anticorruption Laws” has the meaning set forth in Section 4.16 hereto.

“Applicable Interest Rate” means, for any day with respect to the Term Loan, a rate per annum equal to the Eurodollar Base Rate plus 7.00%.

“Applicable Laws” means all applicable laws, rules, regulations and orders of any Governmental Authority, including without limitation, usury and Credit Protection Laws.

“ARI” has the meaning set forth in the preamble hereto.

“Assignee” has the meaning set forth in Section 13.1(a).

“Assignment and Acceptance” means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1.

“Athene-Acquired Assets” means the assets described on Schedule I hereto.¹

“Athene Purchase Agreement” means the Asset Purchase and Sale Agreement, dated as of February 26, 2016, by and among Athene Annuity & Life Assurance Company, Athene Annuity and Life Company and ARI.

“AUSA” has the meaning set forth in the preamble hereto.

“Authorized Person” means, with respect to any Person, the chief executive officer, president, chief financial officer or chief investment officer of such Person or the trustee of such Person, as applicable.

“Bankruptcy Code” means title 11 of the United States Code.

“Benefit Plan” means a “defined benefit plan” (as defined in Section 3(35) of ERISA) for which a Borrower or any Subsidiary or ERISA Affiliate of a Borrower has been an “employer” (as defined in Section 3(5) of ERISA) within the past six years, but does not include any defined contribution plan qualified as a “401(k) Plan” under the IRC.

“Board of Directors” means the board of directors (or comparable managers or managing members or management committee) of a Person or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers or managing members or management committee).

¹ To contain a list of the final “Assets” (as defined in the Athene Purchase Agreement) to be acquired by Athene pursuant to the Athene Purchase Agreement as of the Closing Date.

“Borrowers” has the meaning set forth in the preamble hereto.

“Business Day” means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the state of New York or that is otherwise a day on which banks are closed for dealings in Dollar deposits in the London interbank market.

“Buyer Representative” has the meaning assigned to such term in the Athene Purchase Agreement.

“Capital Lease” means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

“Capitalized Lease Obligation” means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

“Captive Insurance Subsidiary” means any Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Subsidiary thereof).

“Cash Equivalents” means (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency thereof and backed by the full faith and credit of the United States, in each case, having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor’s or Moody’s; (c) certificates of deposit of any United States depository institution or trust company incorporated under the laws of the United States or any state thereof and subject to supervision and examination by a federal and/or state banking authority of the United States, in each case, having capital and surplus in excess of \$500,000,000, maturing no more than one (1) year after issue; and (d) money market funds at least ninety-five percent (95%) of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (c) of this definition.

“Closing Date” means [●] [●], 2016.²

“Collateral” means (a) all Stock of the direct and indirect Subsidiaries of the Borrowers and each Guarantor, other than Excluded Stock and (b) all other assets on which Liens are purported to be created pursuant to the Loan Documents.

“Collateral Agreement” means the (a) Guaranty and Pledge Agreement executed and delivered by the Borrowers and the Guarantors party thereto in favor of the Lenders and (b) and each other agreement or instrument pursuant to or in connection with which any Loan Party or any other Person grants a Lien in any Collateral to secure the Obligations.

“Commitment” means \$200,000,000 less 100% of the Net Cash Proceeds received by ARI or any of its Subsidiaries as a result of the Disposition (whether to AUSA, its Affiliates or any other Person) of any Athene-Acquired Asset on or prior to the Closing Date.

² To be the date of the consummation of the Acquisition, the satisfaction of the conditions set forth in Section 3.1 and the funding of the Term Loan.

“Credit Protection Laws” means all federal, state, provincial, foreign and local laws in respect of the business of extending credit to borrowers, including without limitation, the Truth in Lending Act (and Regulation Z promulgated thereunder), Equal Credit Opportunity Act, Fair Credit Reporting Act, Fair Debt Collection Practices Act, Gramm-Leach-Bliley Financial Privacy Act, Real Estate Settlement Procedures Act, Home Mortgage Disclosure Act, Fair Housing Act, anti-discrimination and fair lending laws, laws relating to servicing procedures or maximum charges and rates of interest, and other similar laws, each to the extent applicable, and all applicable regulations in respect of any of the foregoing.

“Default” means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

“Default Rate” has the meaning set forth in Section 2.3(b).

“Disposition” has the meaning set forth in Section 6.3. The terms “Dispose” and “Disposed” shall have the correlative meanings.

“Disregarded Domestic Subsidiary” means any Domestic Subsidiary (a) substantially all of the assets of which consist directly (or indirectly through Subsidiaries that do not conduct material business activities or have material debt or obligations) of Stock of one or more Foreign Subsidiaries or (b) that is treated as a disregarded entity for U.S. federal income tax purposes and holds the equity of one or more Foreign Subsidiaries.

“Dollars” or “\$” means the lawful currency of the United States of America.

“Domestic Subsidiary” means any Subsidiary incorporated or organized under the laws of the United States, any state thereof or the District of Columbia.

“Environmental Actions” means any complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other communication from any Governmental Authority, or any third party involving liability under or violations of Environmental Laws or releases of Hazardous Materials at, on, from or onto (a) any assets, properties, Investments or businesses of the Borrowers, their Subsidiaries, or any of their predecessors in interest, (b) adjoining properties or businesses, or (c) any facilities which received Hazardous Materials generated by the Borrowers, their Subsidiaries, or any of their predecessors in interest.

“Environmental Law” means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on either Borrower or any of its Subsidiaries, relating to the environment, protection of health, safety or natural resources, or Hazardous Materials, including the Comprehensive Environmental Response Compensation and Liability Act, 42 USC § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 USC § 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC § 1251 *et seq.*; the Toxic Substances Control Act, 15 USC § 2601 *et seq.*; the Clean Air Act, 42 USC § 7401 *et seq.*; the Safe Drinking Water Act, 42 USC § 3803 *et seq.*; the Oil Pollution Act

of 1990, 33 USC § 2701 *et seq.*; the Emergency Planning and the Community Right-to-Know Act of 1986, 42 USC § 11001 *et seq.*; the Hazardous Material Transportation Act, 49 USC § 1801 *et seq.*; and the Occupational Safety and Health Act, 29 USC § 651 *et seq.* (to the extent it regulates occupational exposure to Hazardous Materials); any state, provincial, foreign and local counterparts or equivalents.

“Environmental Liabilities and Costs” means all liabilities, monetary obligations, losses, damages, punitive damages, consequential damages, treble damages, fees, costs and expenses (including all fees, disbursements and expenses of counsel, experts, and consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest required under Environmental Law or incurred as a result of any Environmental Action, or Remedial Action required, by any Governmental Authority or other Person.

“Environmental Lien” means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means (a) any Person subject to ERISA whose employees are treated as employed by the same employer as the employees of the Borrowers or their Subsidiaries under IRC Section 414(b), (b) any trade or business subject to ERISA whose employees are treated as employed by the same employer as the employees of the Borrowers or their Subsidiaries under IRC Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any organization subject to ERISA that is a member of an affiliated service group of which either Borrower or any of its Subsidiaries is a member under IRC Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the IRC, any Person subject to ERISA that is a party to an arrangement with either Borrower or any of its Subsidiaries and whose employees are aggregated with the employees of such Borrower or its Subsidiaries under IRC Section 414(o).

“Eurodollar Base Rate” means (a) the rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by AUSA to be the rate last quoted by The Wall Street Journal as the “London Interbank Offered Rate” (the “LIBO Rate”) for deposits in Dollars with a term equivalent to one month on the Closing Date and as re-determined every 30 days thereafter (it being understood, that if the 30th day following the previously determined LIBO Rate is not a Business Day, then the rate quoted on the immediately preceding Business Day shall be used for the following 30 days) or, if The Wall Street Journal ceases to quote such rate or if such rate is not otherwise available, then (b) the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by AUSA to be the rate last quoted by The Wall Street Journal as the yield for the 6-month United States Treasury Bills on the date which the LIBO Rate ceases to be quoted and as re-determined every 6 months following such date (it being understood, that if the date that is 6 months following the date on which the LIBO Rate ceased to be quoted or so determined by reference to 6-month United States Treasury Bills is not a Business Day, then the rate quoted on the immediately preceding Business Day shall be used for the following 6 months); provided, that in no event shall the Eurodollar Base Rate be less than zero. To the extent that The Wall Street Journal ceases to be published, the rates referenced in clauses (a) and (b) shall be determined by reference to a similar publication as selected by AUSA.

“Event of Default” has the meaning set forth in Section 7.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Stock” means (a) the Stock of any Foreign Subsidiary or Disregarded Domestic Subsidiary of a Loan Party (or any Subsidiary thereof), other than 65% of the issued and outstanding voting Stock and 100% of the issued and outstanding non-voting Stock of each first-tier Foreign Subsidiary or Disregarded Domestic Subsidiary of such Loan Party, as applicable, (b) the Stock of any special purpose entity used for securitization facilities to the extent prohibited by any such securitization facility and (c) any Stock that is prohibited by law, regulation or contractual obligations from being pledged or that would require a governmental (including regulatory) consent, approval, license or authorization to make such pledge.

“Excluded Subsidiary” means (a) any Domestic Subsidiary that is not a wholly-owned Subsidiary, (b) any Immaterial Subsidiary, (c) any Domestic Subsidiary that is prohibited by law, regulation or contractual obligations from providing a guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide such guaranty, (d) any special purpose entities used for securitization facilities, (e) any Disregarded Domestic Subsidiary, (f) any direct or indirect Domestic Subsidiary of a Foreign Subsidiary, (g) any Subsidiary for which the provision of a guaranty would result in material adverse tax consequences (as reasonably agreed in good faith by ARI and AUSA), (h) any Foreign Subsidiary, (i) any Captive Insurance Subsidiary and (j) any other Domestic Subsidiary with respect to which, in the reasonable judgment of AUSA and ARI, the burden or cost of providing a guaranty or a Lien to secure such guaranty shall outweigh the benefits to be afforded thereby. The Excluded Subsidiaries as of the Closing Date are set forth on Schedule 1.1.

“FATCA” means Sections 1471 through 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the IRC.

“FCPA” means the United States Foreign Corrupt Practices Act of 1977 and the regulations promulgated thereunder.

“Fee Letter” means the letter, dated February 26, 2016, between ARI, AcquisitionCo and AUSA with respect to certain fees to be paid from time to time to the Lenders.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

“Governing Documents” means, with respect to any Person, the certificate or articles of incorporation or organization or formation, by-laws, or partnership agreement, limited liability company agreement or operating agreement, trust certificate, trust agreement or other constituent documents of such Person.

“Governmental Authority” means any federal, state, provincial, foreign, local, or other political subdivision or other governmental or administrative body, instrumentality, board, department, or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

“Guarantor” means each Subsidiary of the Borrowers, other than Excluded Subsidiaries.

“Hazardous Materials” means (a) substances that are regulated, defined or listed in, or otherwise classified pursuant to, any Environmental Laws as pollutants, contaminants, “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing polychlorinated biphenyls.

“Hedge Agreement” means any and all agreements or documents now existing or hereafter entered into by any Borrower or any of its Subsidiaries that provide for one or more interest rate, credit, commodity or equity swaps, caps, floors, collars, forward foreign exchange transactions, currency swaps, cross currency rate swaps, currency options, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging such Borrower’s or Subsidiary’s exposure to fluctuations in interest or exchange rates, loan, credit exchange, security or currency valuations or commodity prices.

“Immaterial Subsidiary” means, as of any date, any Subsidiary of the Borrowers having consolidated total assets in an amount of less than 5.0% of consolidated total assets of ARI; provided that Immaterial Subsidiaries (taken as a whole) shall not comprise more than 20% of consolidated total assets of ARI.

“Indebtedness” of a Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, interest rate swaps or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person or its Subsidiaries, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices), (f) all obligations of such Person owing under Hedge Agreements, (g) all obligations with respect to a Permitted Asset Securitization not wholly owned by a Borrower or its Subsidiaries, directly or indirectly, whether or not recorded on the balance sheet of such Person, (h) obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of a default are limited to repossession or purchase price of property or services), (i) obligations under Synthetic Leases, (j) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise

acquire for value any Stock of such Person on or prior to the date which is 91 days after the Maturity Date (other than as a result of a change of control, initial public offering, asset sale or similar event, so long as such redemption, retirement or acquisition is contingent upon the repayment in full of the non-contingent Obligations), valued in the case of a redeemable preferred equity interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, and (k) any obligation guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (j) above.

“Indemnified Liabilities” has the meaning set forth in Section 10.2.

“Indemnified Person” has the meaning set forth in Section 10.2.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other federal, state, provincial, foreign or other political subdivision, bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, marshalling of assets, extensions generally with creditors, or proceedings seeking reorganization, arrangement, liquidation, receivership, dissolution, or other similar relief.

“Intellectual Property” has the meaning set forth in Section 4.11.

“Investment” means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, or capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) *bona fide* accounts arising in the ordinary course of business consistent with past practice), purchases or other acquisitions of Indebtedness, Stock, or all or substantially all of the assets or line of business or division of such other Person all investments consisting of any exchange traded or over the counter derivative transaction, including any Hedge Agreement, and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

“IRC” means the Internal Revenue Code of 1986.

“IRS” means the Internal Revenue Service.

“Lender” means AUSA and any other Person made a party to this Agreement in accordance with the provisions of Section 13.1.

“Lender Expenses” means all (a) out-of-pocket costs or expenses paid or incurred by a Lender in connection with, as a result of, related to or arising under or out of the Loan Documents and any transactions related thereto, (b) reasonable out-of-pocket fees, expenses and disbursements of outside counsel for each Lender in connection with, related to or arising under or out of the Loan Documents and any transactions related thereto, (c) costs and expenses of third-party claims or any other suit paid or incurred by a Lender in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or a Lender’s relationship with the Borrowers or any of its Subsidiaries (including any

investigation, litigation or proceeding commenced by any shareholder, debt holder or other Person in connection with, as a result of, related to or arising under or out of the Acquisition or the Transactions), (d) each Lender's third-party out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred in connection with the Loan Documents, and (e) each Lender's out-of-pocket costs and expenses (including reasonable attorneys', accountants', consultants', and other advisors' fees and expenses) incurred in terminating, enforcing (including reasonable attorneys', accountants', consultants', and other advisors' fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning any Loan Party or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether suit is brought.

"Lender-Related Person" means with respect to any Lender, such Lender, its Affiliates, and its and its Affiliates officers, directors, employees, members, attorneys, and agents.

"Lien" means any interest in an asset securing an obligation owed to, or a claim by, any Person other than the owner of the asset, irrespective of whether (a) such interest is based on the common law, statute, or contract, (b) such interest is recorded or perfected, and (c) such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances. Without limiting the generality of the foregoing, the term "Lien" includes the lien or security interest arising from a Lien Instrument, encumbrance, pledge, hypothecation, assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting real property.

"Lien Instrument" means a mortgage, deed of trust, deed to secure debt or other lien instrument covering real property.

"Loan Documents" means this Agreement, Collateral Agreement, the Fee Letter, any note or notes executed by any Borrower in connection with this Agreement and payable to a Lender, and any other agreement entered into, now or in the future, by any Loan Party and a Lender in connection with this Agreement.

"Loan Party" means the Borrowers and the Guarantors.

"Margin Stock" has the meaning set forth in Section 4.20.

"Material Adverse Change" means (a) a material adverse change in the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) of the Borrowers and their Subsidiaries, taken as a whole, (b) a material impairment of the ability of the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents to which they are parties or of a Lender's ability to enforce the Obligations or (c) a material impairment of the rights under, benefits of or remedies available to the Lenders under any Loan Document.

"Maturity Date" means the earliest to occur of (a) the date that is 364 days after the Closing Date, (b) the date on which all of the Athene-Acquired Assets have been sold by the Borrowers or their relevant Subsidiaries to Athene Annuity & Life Assurance Company, Athene

Annuity and Life Company or their Affiliates, any designee of the Buyer Representative or any other Person (irrespective of whether or not the Athene Purchase Agreement has been terminated) and (c) ARI's breach of the last sentence of Section 5.1(c) of the Athene Purchase Agreement and such breach is not outside of ARI's control (it being understood and agreed that the termination of any financing of the type permitted under clauses (a), (b), (f), (g) and (i) of the definition of Permitted Indebtedness is within ARI's control).

"Net Cash Proceeds" means the gross cash proceeds received on account of a Disposition of any Athene-Acquired Assets by ARI or any of its Subsidiaries, net of the payment obligations under any financing with respect to such assets including any obligation to pay the repurchase price under any repurchase agreement and any like obligations arising under other similar types of financing arrangements (including any repurchase agreement, global master repurchase agreement, master securities forward transaction agreement or other similar agreement used to finance the investment in such assets) but exclusive of any prepayment, termination or similar fees paid to obtain the release of such assets from such financing arrangement, in excess of \$2,500,000, in the aggregate for all such financing.

"Note Receivable" means a promissory note evidencing a loan made or acquired by any Subsidiary of a Borrower.

"Obligations" means all loans, the Term Loan, debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), premiums, liabilities (including all amounts charged to any Borrower pursuant hereto), obligations (including indemnification obligations), fees, charges, costs, Lender Expenses (including any fees or expenses that, but for the commencement of an Insolvency Proceeding, would have accrued), payments, guaranties, covenants, and duties of any kind and description owing by any Borrower to a Lender pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Lender Expenses that, in each case, any Borrower is required to pay or reimburse by the Loan Documents, by law, or otherwise. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all extensions, modifications, renewals, supplements, restatements or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Originating Lender" has the meaning set forth in Section 13.1(e).

"Participant" has the meaning set forth in Section 13.1(e).

"PATRIOT Act" has the meaning set forth in Section 3.1(i).

"Payment Date" has the meaning set forth in Section 2.3(c).

"Permitted Asset Securitization" means any securitization of or similar structured finance process aggregating pools of Notes Receivable established, managed, serviced or seeded by any

Borrower or any of its Subsidiaries, or other co-origination, co-investment, co-financing or similar programmatic funding arrangement, in each case in the ordinary course of business upon fair and reasonable terms no less favorable to such Borrower or such Subsidiary, as applicable, than would be obtained in an arm's-length transaction with a non-Affiliate.

“Permitted Indebtedness” means the following:

(a) Indebtedness evidenced by this Agreement and the other Loan Documents,

(b) Indebtedness set forth on Schedule 6.1,

(c) Permitted Purchase Money Indebtedness,

(d) Indebtedness of any Subsidiary of the Borrowers under any senior financing whether in the form of a revolving loan, a term loan, a structured sale of pooled loans or otherwise, entered into from time to time after the Closing Date by a Subsidiary of a Borrower, in each case incurred to finance the acquisition of any Note Receivable; provided that (a) if secured, such facility is secured exclusively by assets held only by or on behalf of such Subsidiary and, as applicable, the Stock of such Subsidiary, and (b) if guaranteed, such facility is supported solely by a guaranty by ARI which is unsecured, in each case, as such agreement may be amended or modified from time to time in accordance with the terms hereof,

(e) endorsement of instruments or other payment items for deposit,

(f) obligations of the Borrowers or any Subsidiary in respect of participations, securitizations (including Permitted Asset Securitizations) and syndications of Notes Receivable, and contribution or sale of such assets, including, but not limited to, obligations to make whole or indemnify the purchaser thereof, in each case whether characterized as a guarantee, an obligation to repurchase the securitized or syndicated asset or otherwise,

(g) obligations under any Hedge Agreement that is obtained by any Subsidiary of a Borrower (but may be guaranteed by ARI on an unsecured basis) to provide protection against fluctuations in interest or currency exchange rates, and not for speculative purposes, in respect of Permitted Investments and Notes Receivable of a Borrower or any of its Subsidiaries,

(h) the 5.50% Convertible Senior Notes of ARI due 2019,

(i) Indebtedness of the Borrowers or any Subsidiary under any transaction or financing arrangement, including any repurchase agreement, global master repurchase agreement, master securities forward transaction agreement, warehouse line or other similar agreement, used to finance the acquisition of or otherwise in connection with Investments described in clauses (d) or (j) of the definition of Permitted Investments,

(j) unsecured intercompany Indebtedness among a Borrower and any of its Subsidiaries,

(k) other unsecured Indebtedness of ARI so long as the net issuance proceeds of such Indebtedness are used to prepay the Term Loans,

(l) to the extent constituting Indebtedness, liabilities in respect of taxes, assessments or governmental charges that are not yet delinquent or not material or that are the subject of Permitted Protests,

(m) unsecured guarantees of ARI of Indebtedness permitted under clauses (f), (g) and (i) above, and

(n) Indebtedness refinancing, refunding or replacing any Indebtedness permitted under clauses (b), (c), (d), (f), (h), (i) and (k) above so long as (i) the principal amount of such Indebtedness is not increased (except in respect of (A) costs and expenses in connection therewith and (B) an amount equal to unpaid accrued interest and premiums (including tender premiums) thereon plus underwriting discounts, other reasonable and customary fees, commissions and expenses incurred in connection with such refinancing, refunding or replacing) from the Indebtedness being refinanced, refunded or replaced, (ii) such refinancing, refunding or replacing is not secured by a Lien on any assets other than the assets (together with additions, attachments and accessions to such assets, and replacements and proceeds thereof, in each case, in the ordinary course of business) securing the Indebtedness being refinanced, refunded or replaced, (iii) the obligors are the same as the obligors of the Indebtedness being refinanced, refunded or replaced, (iv) such refinancing, refunding or replacing Indebtedness has at the time incurred a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or greater than the weighted average life to maturity of, the Indebtedness being refinanced, refunded or replaced and (v) such Indebtedness has covenants and default and remedy provisions that are not, taken as a whole, materially more favorable to the lenders or counterparties providing such Indebtedness than those set forth in the Indebtedness being refinanced, refunded or replaced.

“Permitted Investments” means:

(a) Investments in cash and Cash Equivalents,

(b) Investments in negotiable instruments for collection,

(c) advances made in connection with purchases of goods or services in the ordinary course of business,

(d) amounts evidenced by a Note Receivable made, acquired or created in the ordinary course of business,

(e) Investments received in settlement of amounts due to a Borrower or any of its Subsidiaries effected in the ordinary course of business or owing to a Borrower or any of its Subsidiaries as a result of Insolvency Proceedings of an account debtor or other maker or guarantor of a Note Receivable or upon the foreclosure or enforcement of any Lien in favor of a Borrower or its Subsidiaries,

(f) Stock representing minority interests purchased or received pursuant to equity co-invest arrangements granted as part of a Notes Receivable financing, by any Subsidiary of a Borrower in connection with the origination or purchase of any Note Receivable in the ordinary course of such Person’s business,

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- (g) Investments in Hedge Agreements which qualify as Permitted Indebtedness,
 - (h) deposits made in the ordinary course of business to secure the performance of leases, licenses, service agreements, surety or appeal bonds,
 - (i) in connection with any Permitted Asset Securitization, Investments in conduit, securitization and other asset financing vehicles whose holdings, on the date such Investment is made, consist primarily of assets contributed or sold by a Borrower or any Subsidiary,
 - (j) Investments in mortgage backed or linked securities, mortgages, subordinate financings and real estate related securities and loans,
 - (k) Investments set forth on Schedule 6.11 and any modification, replacement, renewal or extension thereof that does not increase the amount of such Investment,
 - (l) Investments in KBC Bank Deutschland AG and Bremer Kreditbank AG, whether held directly or indirectly, and future Investments in connection therewith, and
 - (m) other Investments in an amount not exceeding \$25,000,000 in the aggregate at any time outstanding.

“Permitted Liens” means:

- (a) Liens held by any Lender pursuant to the Loan Documents,
- (b) Liens for unpaid taxes that either (i) are not yet delinquent, (ii) are not material or (iii) are the subject of Permitted Protests,
- (c) Liens set forth on Schedule 6.2,
- (d) the interests of lessors under operating leases,
- (e) Liens that secure Permitted Purchase Money Indebtedness, including the interests of lessors under Capital Leases to the extent that such Liens or interests secure Permitted Purchase Money Indebtedness and so long as such Lien attaches only to the asset purchased or acquired and the proceeds thereof,
- (f) Liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent, or (ii) are the subject of Permitted Protests,
- (g) Liens on amounts deposited in connection with obtaining worker’s compensation or other unemployment insurance,
- (h) Liens on amounts deposited in connection with the making or entering into of bids, tenders, or leases (other than Capital Leases) in the ordinary course of business and not in connection with the borrowing of money,

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- (i) Liens on amounts deposited as security for surety or appeal bonds, license, or other contract in the ordinary course of business,
 - (j) Liens resulting from any judgment or award that is not an Event of Default hereunder,
 - (k) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof,
 - (l) Liens securing the Indebtedness permitted pursuant to clauses (d), (f), (g) and (i) of the definition of Permitted Indebtedness, and
 - (m) Liens against Notes Receivable which are the subject of participation, syndication or securitization agreements.

“Permitted Protest” means the right of any Borrower, or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), or rental payment, provided that (a) a reserve with respect to such obligation is established on its books and records in such amount as is required under GAAP, and (b) any such protest is instituted promptly and diligently prosecuted by such Borrower or such Borrower’s relevant Subsidiary, as applicable, in good faith.

“Permitted Purchase Money Indebtedness” means, as of any date of determination, Purchase Money Indebtedness in an aggregate amount outstanding at any one time not in excess of \$25,000.

“Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and any Governmental Authority.

“Pledged Equity Interests” **has the meaning set forth in the Collateral Agreement.**³

“Pro Rata Share” means with respect to all matters relating to any Lender with respect to the Term Loan, the percentage obtained by dividing (a) the outstanding principal balance of the Term Loan held by such Lender by (b) the aggregate outstanding principal balances of the Term Loan held by all Lenders.

“Purchase Money Indebtedness” means Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), incurred at the time of, or within two hundred and seventy (270) days after, the acquisition of any fixed assets for the purpose of financing all or any part of the acquisition cost thereof.

³ To pick up all Stock pledged to Lenders.

“Real Property” means any estates or interests in real property (other than Liens) now owned or hereafter acquired by any Borrower or any of its Subsidiaries and the improvements thereto.

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

“Register” has the meaning set forth in Section 13.1(d).

“REIT” means a domestic trust or corporation that qualifies as a real estate investment trust under the provisions of Sections 856, et seq. of the IRC.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials into or through the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Materials).

“Remedial Action” means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials authorized by Environmental Laws.

“Required Lenders” means, at any time, Lenders whose aggregate Pro Rata Shares shall exceed 50%.

“Restricted Payments” means, with respect to any Person, (a) any dividend or other distribution, in cash or other property, direct or indirect, on account of any class of Stock of such Person, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any class of Stock of such Person, now or hereafter outstanding, or (c) any payment made to retire, or obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Stock of such Person, now or hereafter outstanding.

“Sanctioned Country” shall mean any other country or territory with which dealings are broadly restricted or prohibited by any Sanctions Laws (as of the Closing Date, the territory of Crimea, Cuba, Iran, North Korea, Sudan, and Syria).

“Sanctioned Person” means a person named on the list of Specially Designated Nationals maintained by OFAC.

“Sanctions Authority” means the respective governmental institutions and agencies of the United States (including the U.S. Treasury Department, the U.S. Commerce Department and the U.S. State Department), the United Kingdom, the European Union, the United Nations Security Council, or any other governmental authority with jurisdiction over Borrower or any Subsidiary of Borrower.

“Sanctions Laws” means the economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adopted, imposed, administered, enacted and/or enforced by any Sanctions Authority.

“SEC” means the United States Securities and Exchange Commission and any successor thereto.

“Securities Act” shall mean the Securities Act of 1933.

“Solvent” means, with respect to any Person on a particular date, that (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent, subordinated, unmatured and unliquidated liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person has not incurred, does not intend to incur, and does not believe that it will incur debts or liabilities (subordinated, contingent or otherwise) beyond such Person’s ability to pay such debts and liabilities as they become due (whether at maturity or otherwise), (d) such Person will not have unreasonably small capital with which to conduct its business operations as contemplated to be conducted and (e) such Person is not “insolvent” as such term is defined under any applicable laws relating to fraudulent transfers and conveyances, or any bankruptcy, insolvency, or similar laws in any jurisdiction where the Person is organized.

“Specified Representations” means the representations and warranties set forth in Sections 4.4(a)(i), 4.4(b)(ii), 4.5(a), 4.5(b)(i)(B), 4.5(d), 4.8, 4.16(a)(i), 4.16(b) and 4.17 (in each case, solely in respect of use of proceeds of the Term Loans), 4.16(a)(ii), 4.18, 4.20, 4.22 and 4.23.

“Stock” means all shares, partnership interests, options, warrants, membership interests, units of membership interests, beneficial interests in a trust, other interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

“Stock Purchase Agreement” means the Stock Purchase Agreement, dated as of February 26, 2016, by and between AUSA and ARI.

“Subsidiary” of a Person means a corporation, partnership, limited liability company, trust or other entity in which that Person directly or indirectly owns or controls the shares of Stock (a) having ordinary voting power to elect a majority of the board of directors (or appoint other comparable managers or trustees) of such corporation, partnership, limited liability company, trust or other entity, or (b) in the case of a limited partnership, of the general partner of such partnership.

“**Synthetic Lease**” means as to any Person (a) any lease (including leases that may be terminated by the lessee at any time) of any property (i) that is accounted for as an operating lease under GAAP and (ii) in respect of which the lessee retains or obtains ownership of the property so leased for United States federal income tax purposes, other than any such lease under which such Person is the lessor, or (b)(i) a synthetic, off-balance sheet or tax retention lease, or (ii) an agreement for the use or possession of property (including a sale and leaseback transaction), in each case under this clause (b), creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any bankruptcy, insolvency or similar laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“**Taxes**” has the meaning set forth in [Section 15.2\(a\)](#).

“**Term Loan**” has the meaning set forth in [Section 2.1](#).

“**Transaction Expenses**” means any fees or expenses incurred by the Borrowers in connection with the Acquisition and the other Transactions.

“**Transactions**” means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the borrowing of Term Loans hereunder, (b) the transactions contemplated by the Acquisition Agreement, the Athene Purchase Agreement and the Stock Purchase Agreement and (c) the payment of Transaction Expenses.

“**United States**” means the United States of America.

“**Voidable Transfer**” has the meaning set forth in [Section 16.6](#).

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. When used herein, the term “financial statements” shall include the notes and schedules thereto. Whenever the term “Borrower” or Borrowers is used in respect of a financial definition, it shall be understood to mean ARI and its Subsidiaries on a consolidated basis unless the context clearly requires otherwise. For the avoidance of doubt, consolidation shall include any so called “Off-Balance Sheet Subsidiary” created in connection with a Permitted Asset Securitization or otherwise.

1.3 Construction. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in the other Loan Documents to any agreement, instrument, or document (including any Loan Document) shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes,

extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference in this Agreement or any other Loan Document to any law or regulation and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. The words “**asset**” and “**property**” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than contingent indemnification Obligations, at such time, that are not required to be repaid or cash collateralized pursuant to the provisions of this Agreement. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in the other Loan Documents shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

1.4 **Schedules and Exhibits.** All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. LOAN AND TERMS OF PAYMENT.

2.1 **Term Loan.**

(a) Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties set forth herein, each Lender hereby agrees to make a term loan to the Borrowers on the Closing Date in the aggregate principal amount of up to the Commitment (the “**Term Loan**”). No part of the Term Loan may, on the repayment thereof, be redrawn or reborrowed by the Borrowers.

(b) The Term Loan shall be funded on the Closing Date upon request of the Borrowers pursuant to a loan notice delivered to AUSA no later than 12:00 p.m. (New York time) three (3) Business Days prior to the requested date of the borrowing. Upon satisfaction of the applicable conditions set forth in Section 3.1, each Lender shall make available to the Borrowers in immediately available funds in accordance with instructions provided to (and reasonably acceptable to) such Lender by the Borrowers such Lender’s Pro Rata Share of the Term Loan. Each loan notice shall be irrevocable, and shall specify the requested amount and date of the borrowing (which, for the avoidance of doubt, shall be a Business Day) and each Lender’s Pro Rata Share thereof.

(c) The Lenders shall only be obligated to make the Term Loan available to the Borrowers on the Closing Date and the unused Commitment not funded on the Closing Date shall automatically terminate on the Closing Date.

2.2 **Prepayments.** Except as otherwise expressly provided herein, all payments by the Borrowers shall be made in immediately available funds, no later than 12:00 p.m. (New York City time) on the date specified herein. Any payment received by a Lender later than 12:00 p.m.

(New York City time) shall be deemed to have been received on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(a) **Optional Prepayments.** The Borrowers may prepay the Term Loan in cash, in whole or in part at any time or from time to time (subject to Section 2.2(c) below) without premium or penalty; provided, that (i) the Borrowers shall provide each Lender with written notice of such prepayment not later than 10:00 a.m. (New York City time) three (3) Business Days prior to any date of prepayment of the Term Loan; and (ii) any such prepayment of the Term Loan shall be in a principal amount of \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the amount of each Lender's Pro Rata Share of such prepayment. Any such notice shall be irrevocable and the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(b) **Mandatory Prepayments.**

(i) **Incurrence of Indebtedness.** Upon the incurrence by ARI or any of its Subsidiaries of any Indebtedness (other than, except with respect to clause (k) of the definition thereof, Permitted Indebtedness), the Borrowers shall immediately prepay the Term Loan in cash, in whole (or, if less in an amount equal to the aggregate principal amount of such Indebtedness), together with any and all accrued but unpaid interest thereon and all costs, expenses and indemnities then due and owing.

(ii) **Athene-Acquired Assets.** Upon the Disposition of any Athene-Acquired Asset, the Borrowers shall immediately prepay the Term Loan in an amount equal to 100% of the Net Cash Proceeds received by ARI or any of its Subsidiaries in connection with such Disposition. Without limiting the generality of Section 15.3(a), the Lender and the Borrowers agree that any Lender may, at its option, set off and apply against the Obligations, any and all amounts owing by such Lender or any of its Affiliates to any Borrower or any of its Affiliates as consideration for the purchase of any of the Athene-Acquired Assets in an amount up to the Net Cash Proceeds of such Athene-Acquired Asset.

(c) **Application of Payments.** All prepayments pursuant to Section 2.2(a) and Section 2.2(b) shall be accompanied by any and all accrued but unpaid interest and fees thereon and all costs, expenses and indemnities then due and owing and shall be shared by the Lenders in accordance with their Pro Rata Share. If the Term Loan is being prepaid in whole, the Borrowers shall also pay all other non-contingent Obligations prior to or contemporaneously with such prepayment. Once repaid, no portion of the Term Loan may be reborrowed.

(d) **Repayment of Term Loan.** The Borrowers unconditionally promise to pay in full on the Maturity Date (or sooner upon acceleration of the Obligations or otherwise as provided for herein) the aggregate principal amount of Term Loan

outstanding on such date, plus (i) any and all accrued but unpaid interest and fees thereon, (ii) all costs, expenses and indemnities then due and owing, and (iii) other Obligations then due and owing under this Agreement or any other Loan Document.

2.3 **Interest Rates: Rates, Payments, and Calculations**

(a) **Interest Rates.** Except as provided in clause (b) below, the Term Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Applicable Interest Rate.

(b) **Default Rate.** If any amount hereunder is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then such amount shall thereafter bear interest at an interest rate per annum equal to the Applicable Interest Rate plus 2% per annum, from the date of such non-payment until such amount is paid in full (the "**Default Rate**"). Default Rate interest shall be payable in cash on the applicable Payment Date (unless sooner requested by a Lender by notice to Borrower, in which case Default Rate interest shall be payable upon demand).

(c) **Payment.** Interest shall be due and payable, in arrears, in cash, commencing on the first day of the first calendar quarter occurring after the Closing Date and the Maturity Date (each such date, a "**Payment Date**") at any time that Obligations are outstanding.

(d) **Computation.** All interest chargeable under the Loan Documents shall be computed on the basis of a 360-day year for the actual number of days elapsed.

(e) **Intent to Limit Charges to Maximum Lawful Rate.** In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Each of the Borrowers and the Lenders, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum allowable under Applicable Law, then, *ipso facto*, as of the date of this Agreement, the Borrowers are and shall be liable only for the payment of such maximum as allowed by law, and payment received from the Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

2.4 **Representations and Warranties of Lender.** Each Lender hereby represents and warrants to the Borrowers that on and as of the Closing Date (or the date it becomes a Lender hereunder) (i) it is a "qualified purchaser" (within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations thereunder) and a "qualified institutional buyer" (within the meaning of Rule 144A under the Securities Act).

2.5 **Concerning Joint and Several Liability of the Borrowers**

(a) Each of the Borrowers is accepting joint and several liability with respect to the Obligations in consideration of the financial accommodation to be provided by the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of each of the Borrowers to accept joint and several liability for the obligations of each of them, regardless of which Borrower actually receives the benefit of the Term Loan or the amount of such Term Loan or the manner in which the Lenders account for such Term Loan on their books and records. Each Borrower's obligations with respect to the Term Loan made to it, and each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder shall be separate and distinct obligations, but all such obligations shall be primary obligations of each Borrower.

(b) Each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder shall, to the fullest extent permitted by law, be unconditional irrespective of (i) the validity or enforceability or subordination of such Obligations of the other Borrower, (ii) the absence of any attempt to collect such Obligations from the other Borrower, any other guarantor, or any other security therefor, or the absence of any other action to enforce the same, (iii) the waiver, consent, extension, forbearance or granting of any indulgence by the Lenders with respect to such Obligations of the other Borrower, or any part thereof, or any other agreement now or hereafter executed by the other Borrower and delivered to the Lenders, (iv) the failure by the Lenders to take any steps to perfect and maintain their security interest in, or to preserve its rights to, any security or collateral for such Obligations of the other Borrower or (v) any other circumstances which might constitute a legal or equitable discharge or defense of a guarantor or of the other Borrower (other than the occurrence of the Maturity Date). With respect to each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder such Borrower waives, until the Maturity Date, any right to enforce any right of subrogation or any remedy which any Lenders now has or may hereafter have against such Borrower, any endorser or any guarantor of all or any part of such Obligations, and any benefit of, and any right to participate in, any security or collateral given to any Lender to secure payment of such Obligations or any other liability of the Borrowers to the Lenders.

(c) Upon the occurrence and during the continuation of any Event of Default, the Lenders may proceed directly and at once, without notice, against any Borrower to collect and recover the full amount, or any portion of the Obligations, without first proceeding against the other Borrower or any other Person, or against any security or collateral for such Obligations. Each Borrower consents and agrees that the Lenders shall be under no obligation to marshal any assets in favor of any Borrower or against or in payment of any or all of such Obligations.

3. **CONDITIONS; TERM OF AGREEMENT.**

3.1 **Conditions Precedent to Effectiveness.** The effectiveness of this Agreement is subject to the satisfaction of each of the following conditions precedent:

(a) AUSA shall have received counterparts of this Agreement duly executed by each Borrower;

(b) AUSA shall have received the Collateral Agreement, executed by each Loan Party party thereto, in form and substance satisfactory to AUSA, and all other related instruments, documents, certificates and agreements executed or delivered pursuant thereto (including pledged collateral, with undated irrevocable transfer powers executed in blank)⁴;

(c) AUSA shall have received (i) a certificate from an Authorized Person of each Loan Party (A) attesting to the resolutions of such Person's Board of Directors authorizing the execution, delivery, and performance of this Agreement, the other Loan Documents, in each instance to the extent such Person shall be party thereto and (B) attesting to the incumbency and signatures of the Authorized Persons of such Person authorized to execute the same and (ii) a solvency certificate from the chief financial officer of ARI reasonably satisfactory to AUSA;

(d) **[AUSA shall have received copies of the Governing Documents of each Loan Party and such other Persons as shall be designated prior to the Closing Date by the Lenders, in each instance certified by an Authorized Person]**⁵;

(e) AUSA shall have received, with respect to each Loan Party, a certificate of good standing from the Secretary of State of the state of organization of such Loan Party certified within thirty (30) days of the Closing Date;

(f) AUSA shall have received an opinion of counsel to each Loan Party, as of the Closing Date, in form and substance reasonably satisfactory to AUSA in its sole option;

(g) the Specified Representations and the Acquisition Agreement Representations shall be true and correct in all material respects on the Closing Date;

(h) AUSA shall have received all amounts due and payable under any Loan Document on or prior to the Closing Date, including all fees required to be paid under the Fee Letter and all Lender Expenses (including legal fees and expenses of respective counsel to the Lenders) for which invoices (in the case of expenses) have been presented at least two (2) Business Days prior to the Closing Date (which amounts may be netted by AUSA from the proceeds of the Term Loan);

(i) the Lenders shall have received all documentation and other information requested by the Lenders under applicable "know your customer" and anti-money laundering rules and regulations, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA

⁴ Notwithstanding anything else in this Agreement, ARI shall pledge 100% of the Stock of ACREFI Operating, LLC on the Closing Date.

⁵ Subject to review of an satisfaction with, the Governing Documents of the Loan Parties.

PATRIOT Act) Act of 2001 (the "PATRIOT Act"), as reasonably requested in writing at least ten (10) Business Days prior to the Closing Date;

(j) AUSA shall have received the results of recent Uniform Commercial Code Lien, judgment and tax Lien searches in each relevant jurisdiction with respect to each of the Loan Parties;

(k) the Loan Parties shall have completed (or, substantially concurrently with the credit extension hereunder will complete) the Acquisition in accordance with the terms of the Acquisition Agreement, but without giving effect to any amendments, waivers or consents by the Borrowers that are materially adverse to the interests of the Lenders without the prior written consent of the Lenders;

(l) Since January 1, 2015, no Company Material Adverse Effect (as defined in the Acquisition Agreement) shall have occurred that would excuse the Borrowers from their obligations to consummate the Acquisition under the Acquisition Agreement; and

(m) AUSA shall have received a copy of the Athene Purchase Agreement executed by the parties thereto and such agreement shall not have been terminated on or prior to the Closing Date; provided, however, that if the Buyer Representative has terminated the Athene Purchase Agreement pursuant to Section 10.1(b)(i) of the Athene Purchase Agreement this condition shall still be deemed to be satisfied.

3.2 **Term.** This Agreement shall continue in full force and effect for a term commencing on the Closing Date until all amounts owing the Lenders hereunder and under any related documents have been paid in full.

3.3 **Effect of Termination.** On the Maturity Date, all Obligations immediately shall become due and payable without notice or demand. The occurrence of Maturity Date, however, shall not relieve or discharge the Borrowers or their Subsidiaries of their duties, Obligations or covenants hereunder or under any other Loan Documents.

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lenders to enter into this Agreement, each Borrower makes the following representations and warranties to the Lenders, which shall be true, correct, and complete, in all material respects, as of the Closing Date, and such representations and warranties shall survive the execution and delivery of this Agreement:

4.1 **No Encumbrances.** Each Borrower and its Subsidiaries have good and indefeasible title to, or a valid leasehold interest in, its personal property assets and good and marketable title to, or a valid leasehold interest in, its Real Property, in each case, free and clear of Liens except for Permitted Liens.

4.2 [Reserved].

4.3 State of Organization; Location of Chief Executive Office; Organizational Identification Number

- (a) The names and jurisdictions of organization of each Borrower and its Subsidiaries are set forth on Schedule 4.3(a).
- (b) The chief executive office of each Loan Party is located at the address indicated on Schedule 4.3(b).
- (c) The organizational identification numbers and federal employer identification numbers, if any, of each Loan Party are identified on Schedule 4.3(c).

4.4 Due Organization and Qualification; Power and Authority; Subsidiaries

(a) Each Loan Party is (i) duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization and (ii) qualified to do business in any state where it is transacting its business (as may be necessary by the Applicable Laws of such state), except for clause (ii) where the failure to do so would not reasonably be expected to result in a Material Adverse Change.

(b) Each Borrower and its Subsidiaries has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party.

(c) Set forth on Schedule 4.4 is a complete and accurate list of each Borrower's direct and indirect Subsidiaries, showing: (i) the jurisdiction of their organization, (ii) the number of shares of each class of common and preferred Stock authorized for each of such Subsidiaries, and any certificates evidencing such shares, and (iii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by Loan Parties. Except as set forth on Schedule 4.4, all of the outstanding capital Stock of each such Subsidiary has been validly issued and is fully paid and non-assessable.

(d) Except as set forth on Schedule 4.4, there are no subscriptions, options, warrants, or calls relating to any shares of capital Stock of any Subsidiary, whether direct or indirect, of any Borrower, including any right of conversion or exchange under any outstanding security or other instrument. No such Subsidiary is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its capital Stock or any security convertible into or exchangeable for any such capital Stock.

4.5 Due Authorization; No Conflict

(a) The execution, delivery, and performance by the Loan Parties of this Agreement and the other Loan Documents to which the Loan Parties are a party have been duly authorized by all necessary action on the part of such Person.

(b) The execution, delivery, and performance by the Loan Parties of this Agreement and the other Loan Documents do not and will not (i) violate (A) any provision of federal, state, provincial, foreign or local law or regulation applicable to any Loan Party, (B) the Governing Documents of any such Person, or (C) any order, judgment, or decree of any court or other Governmental Authority binding on any such Person, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation of any Borrower or any Subsidiary thereof, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any properties or assets of any Borrower or any Subsidiary thereof, other than Permitted Liens, or (iv) require any approval of any Loan Party's interestholders or any approval or consent of any Person under any material contractual obligation of any such Person, other than consents or approvals that have been obtained and that are still in force and effect.

(c) The execution, delivery, and performance by each Loan Party of this Agreement and the other Loan Documents to which such Person is a party do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority or other Person, other than consents or approvals that have been obtained and that are still in force and effect.

(d) This Agreement has been, and the other Loan Documents to which each Loan Party is a party and all other documents contemplated hereby and thereby, when executed and delivered by such Person will have been duly, executed and delivered by such Person. This Agreement and the other Loan Documents to which each Loan Party is a party, and all other documents contemplated hereby and thereby, when executed and delivered by such Person will be the legally valid and binding obligations of such Person, enforceable against such Person in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(e) After giving effect to the Term Loans hereunder, no Default or Event of Default will have occurred or be continuing.

4.6 Litigation. Other than those matters disclosed on Schedule 4.6, there are no actions, suits, or proceedings pending and served or, to the best knowledge of the Loan Parties, threatened against any Borrower or its Subsidiaries that would reasonably be expected to result in a Material Adverse Change.

4.7 No Material Adverse Change. All financial statements relating to each Borrower and each Subsidiary that have been delivered by such Borrower to the Lenders have been prepared in accordance with GAAP (subject, in the case of unaudited financial statements to year-end audit adjustments) and present fairly in all material respects, such Person's respective financial condition as of the date thereof and results of operations for the period then ended. There has not been a Material Adverse Change with respect to the Loan Parties since the date of the latest financial statements submitted to the Lenders on or before the Closing Date.

4.8 **Solvency.** After giving effect to the Term Loan and the Transactions, the Loan Parties, when taken as a whole on a consolidated basis, are Solvent.

4.9 **Employee Benefits; ERISA Plan Assets.** Except as would not be reasonably expected to result in a Material Adverse Change, (a) no Borrower, any Subsidiaries of such Borrower, or any of their ERISA Affiliates, maintains or contributes to any Benefit Plan and (b) no Borrower is (i) an “employee benefit plan” within the meaning of Section 3(3) of ERISA subject to Title I of ERISA, (ii) a “plan” within the meaning of Section 4975 of the IRC to which Section 4975 of the IRC applies or (iii) an entity deemed to hold “plan assets” within the meaning of 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA, of any such employee benefit plan or plan.

4.10 **Environmental Condition.** (a) None of the properties or assets of any Borrower or any of its Subsidiaries has ever been used by any of the foregoing Persons or, to such Borrower’s knowledge, by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such use, production, storage, handling, treatment, release or transport was in violation, in any material respect, of any applicable Environmental Law, (b) to each Borrower’s knowledge, no properties or assets of such Borrower or any of its Subsidiaries has ever been designated or identified in any manner pursuant to any environmental protection statute as a Hazardous Materials disposal site, (c) no Borrower or any of its Subsidiaries has received notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by any of the foregoing Persons, and (d) no Borrower or any of its Subsidiaries has received a summons, citation, notice, or directive from the United States Environmental Protection Agency, any other federal or state governmental agency or any Person concerning any action or omission by any of the foregoing Persons resulting in any violation of Environmental Law or alleging liability in connection with the releasing or disposing of Hazardous Materials into the environment, in each case for (a) through (d) above that would reasonably be expected to result in a Material Adverse Change.

4.11 **Brokerage Fees.** None of the Loan Parties have utilized the services of any broker or finder in connection with the Borrowers’ obtaining financing from the Lenders under this Agreement and no brokerage commission, finder’s fee or similar commission is payable by any of the Loan Parties or their Subsidiaries in connection herewith. Each Borrower agrees to indemnify the Lenders and hold them harmless from any claims for any such fees or commissions from any Persons.

4.12 **Intellectual Property.** Each Loan Party owns or has the valid right to use all of the trademarks, service marks, trade names, copyrights, patents, trade secrets, know-how, confidential information, domain names, rights in databases, rights in software and any other intellectual property rights, and all registrations and applications therefor, throughout the world (all of the foregoing, collectively, “Intellectual Property”) that are necessary for the operation of its respective business, substantially as currently conducted, except, in each case, where the failure to have any such rights, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change. The conduct of the business of each Loan Party as currently conducted does not infringe upon, misappropriate or violate any Intellectual Property of any other Person, and, to the knowledge of the Loan Parties, each Loan Party’s

Intellectual Property is not being infringed, misappropriated or violated by any other Person, except, in each case, for such infringements and violations which, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change. There are no claims, actions, suits or proceedings pending or, to the knowledge of the Loan Parties, threatened alleging that any Loan Party infringes, misappropriates or violates any Intellectual Property of any other Person, which, either individually or in the aggregate, would reasonably be expected to result in a Material Adverse Change.

4.13 **[Reserved]**.

4.14 **Complete Disclosure.** All factual information (taken as a whole) furnished by or on behalf of any of Loan Party in writing to any Lender (including all information contained in the Schedules hereto or in the other Loan Documents or otherwise filed with any Governmental Authority and publicly available) for purposes of or in connection with this Agreement, the other Loan Documents, or any transaction contemplated herein or therein is true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided.

4.15 **[Reserved]**.

4.16 **PATRIOT Act; Anticorruption.**

(a) To the extent applicable, each Borrower and its Subsidiaries is in compliance, in all material respects, with the (i) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the PATRIOT Act.

(b) No part of the proceeds of the loans made hereunder will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA or any other applicable anti-bribery or anticorruption law or regulation (collectively with the FCPA, the "Anticorruption Laws"). No Borrower or its Subsidiaries has violated or is in violation of the Anticorruption Laws. No director or officer of a Borrower or its Subsidiaries is a director, officer, or employee of a Governmental Authority, public international organization (e.g., The World Bank), political party, or state-owned or controlled enterprise or is a candidate for a political office. Each Borrower and its Subsidiaries have implemented and maintain policies, procedures, and internal controls reasonably designed to ensure compliance with applicable Anticorruption Laws.

4.17 **Sanctions.** No Borrower or any of its Subsidiaries, and to the knowledge of the Loan Parties, none of their respective Affiliates, are in violation of any Sanctions Laws in any material respect. No Borrower or any of its Subsidiaries, nor, to the knowledge of the Loan

Parties, any of their Affiliates, (a) is a Sanctioned Person, (b) has more than 10% of its assets invested in Sanctioned Persons or located in Sanctioned Countries, or (c) derives more than 10% of its revenues from investments in, or transactions with, Sanctioned Persons or Sanctioned Countries. No proceeds of the Term Loan hereunder will be used to directly or, to the knowledge of any Borrower, indirectly fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Country, or in any other manner that would result in a violation of Sanctions Laws by any Person.

4.18 **Investment Company.** No Loan Party is an “investment company” as defined in, or is required to be registered under, the Investment Company Act of 1940, as amended.

4.19 **Insurance.** Each Borrower and its Subsidiaries will maintain insurance in such amounts and covering such risks and liabilities as are customary for companies of a similar size engaged in similar businesses in similar locations (it being understood that as of the Closing Date the Borrowers and their Subsidiaries have no employees, physical operations or facilities and have insurance only to cover director & officer liabilities, which the Lenders acknowledge based on such facts, is sufficient insurance coverage).

4.20 **Margin Stock.** Neither Loan Party is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of “purchasing” or “carrying” any “margin stock” as such terms are defined in Regulation U of the Federal Reserve Board as now and from time to time hereafter in effect (such securities being referred to herein as “Margin Stock”). Neither Loan Party owns any Margin Stock, and none of the proceeds of the Term Loan will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock, for the purpose of reducing or retiring any Indebtedness which was originally incurred to purchase or carry any Margin Stock or for any other purpose which might cause the Term Loan to be considered a “purpose credit” within the meaning of Regulation T, U or X of the Federal Reserve Board.

4.21 **Taxes.** All material tax returns, reports and statements, including information returns, required by any Governmental Authority to be filed by any Borrower and its Subsidiaries have been filed with the appropriate Governmental Authority (and all such returns, reports and statements accurately reflect in all material respects all liabilities of such Persons for the periods covered thereby) and all taxes required to have been paid by any Borrower and its Subsidiaries have been paid prior to the date on which any fine, penalty, interest or late charge may be added thereto for nonpayment thereof (or any such fine, penalty, interest, late charge or loss has been paid), excluding taxes or other amounts that are (i) subject to a Permitted Protest or (ii) in the aggregate would not reasonably be expected to result in a Material Adverse Change. As of the Closing Date and except as set forth on Schedule 4.21, there is no action, suit, proceeding, investigation, audit or claim now pending or threatened in writing by any Governmental Authority regarding any taxes relating to any such Person, which, either individually or in the aggregate, would reasonably be expected to cause a Material Adverse Change.

4.22 **Collateral Matters.** The Collateral Agreement, upon execution and delivery thereof by the Loan Parties thereto, will create in favor of the Lenders, a valid and enforceable security interest in the Collateral, and when the Pledged Equity Interests constituting certified

securities (as defined in the Uniform Commercial Code) are delivered to the Lenders, together with instruments of transfer duly endorsed in blank, the security interest created under the Collateral Agreement will constitute under the Uniform Commercial Code (to the extent a Lien may be perfected thereunder) a fully perfected security interest in all right, title and interest of the pledgors thereunder in such Pledged Equity Interests, prior and superior in right to any other Person, other than Permitted Liens arising by operation of law and having priority over the Liens of the Lenders on the Pledged Equity Interests.

4.23 **REIT Status.** Beginning with its taxable year ending December 31, 2009, (a) ARI has been organized and operated in conformity with the requirements for qualification and taxation as a REIT under the IRC, (b) ARI's actual method of operation through the date hereof has enabled it to meet, and its proposed method of operation will enable it to continue to meet, the requirements for qualification and taxation as a REIT under the IRC, and (c) ARI has not revoked its election to be taxed as a REIT and such election has not been terminated. The shares of common stock of ARI are listed on the New York Stock Exchange.

5. AFFIRMATIVE COVENANTS.

Each Borrower covenants and agrees that, until payment in full, in cash of the Obligations, each Borrower shall:

5.1 **Financial Statements, Reports, Certificates.** Deliver, or cause to be delivered, to each Lender as soon as available,

(a) but in any event within forty-five (45) days after the end of each quarter during each year, (i) an unaudited consolidated balance sheet, income statement and statement of cash flow of ARI and its Subsidiaries' operations during such period and the year-to-date period ending thereon, in each case setting forth in comparative form the figures for the corresponding periods in the prior year and (ii) a certificate certifying that the financial statements fairly present, in all material respects, the consolidated financial condition and results of operations (and cash flows, to the extent provided) of ARI and its Subsidiaries as of the dates and for the periods specified in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes,

(b) but in any event within ninety (90) days after the end of ARI's fiscal year, commencing with the fiscal year ending December 31, 2015, consolidated financial statements of ARI for each such fiscal year, audited (in the case of consolidated financial statements) by independent certified public accountants reasonably acceptable to each of the Lenders and certified, without any qualifications (including any (A) "going concern" or like qualification or exception or (B) qualification or exception as to the scope of such audit), by such accountants to have been prepared in accordance with GAAP (such audited financial statements to include a balance sheet, income statement, and statement of cash flow and, if prepared, such accountants' letter to management),

(c) if and when filed or distributed, as applicable, by ARI and its Subsidiaries,

(i) Form 10-Q quarterly reports, Form 10-K annual reports, and Form 8-K current reports, and

(ii) any other filings made by ARI or its Subsidiaries with the SEC,

(d) promptly, but in any event within five (5) Business Days after any Borrower has knowledge of any event or condition that constitutes a Default or an Event of Default, notice thereof and a statement of the curative action that such Person proposes to take with respect thereto,

(e) promptly after the commencement thereof, but in any event within five (5) Business Days after the service of process with respect thereto on any Borrower, or any of such Borrower's Subsidiaries, notice of all actions, suits, or proceedings brought by or against such Borrower, or any of such Borrower's Subsidiaries (i) with respect to any Loan Document or the transactions contemplated thereby or (ii) which, if determined adversely to Borrower or such Subsidiary, would reasonably be expected to result in a Material Adverse Change,

(f) promptly upon the occurrence of any event which would reasonably be expected to have a Material Adverse Change, notice thereof, and

(g) upon the request of any Lender, any other information reasonably requested relating to the financial condition of the Borrowers or their Subsidiaries and the guarantees and the Collateral, including with respect to those required hereunder.

In addition, each Borrower agrees that no Subsidiary of such Borrower will have a fiscal year different from that of ARI provided, however, that a Subsidiary acquired by ARI or its Subsidiaries may have a different fiscal year than ARI so long as the fiscal year of such Subsidiary is changed to that of ARI prior to December 31 of the calendar year of such Subsidiary's acquisition. Each Borrower also agrees to cooperate with each Lender to allow such Lender to consult with its independent certified public accountants if such Lender reasonably requests the right to do so and that, in such connection, its independent certified public accountants are authorized to communicate with each Lender and to release to each Lender whatever financial information concerning the Borrowers or their Subsidiaries that such Lender reasonably may request. Each Borrower waives the right to assert a confidential relationship, if any, it may have with any accounting firm or service bureau in connection with any information requested by a Lender pursuant to or in accordance with this Agreement, and agrees that each Lender may contact directly any such accounting firm or service bureau in order to obtain such information.

Information required to be delivered pursuant to this Section 5.1 shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall be available on the website of the SEC at <http://www.sec.gov> or on the website of ARI. Information required to be delivered pursuant to this Section 5.1 may also be delivered by electronic communications pursuant to procedures approved by AUSA.

5.2 Maintenance of Properties. Maintain and preserve, and cause each Subsidiary thereof to maintain and preserve, all of its material properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted.

5.3 **Taxes.** Cause all tax returns, reports and statements, including information returns, required by any Governmental Authority to be filed by the Borrowers and their Subsidiaries to be filed, and all assessments and taxes, whether real, personal, or otherwise, known by the Loan Parties to be due or payable by, or imposed, levied, or assessed against any Borrower, its Subsidiaries, or any of their respective assets to be paid in full, before delinquency or before the expiration of any extension period (or if not known by Loan Parties prior to such time or period, then within thirty (30) days of the Loan Parties becoming aware of such tax or assessment), except (i) to the extent the failure to so file such returns or extensions or pay such assessments or taxes does not constitute a Material Adverse Change, or (ii) to the extent that the validity of such assessment or tax shall be the subject of a Permitted Protest.

5.4 **Insurance.** Maintain, and cause each Subsidiary thereof to maintain, insurance covering such risks as ordinarily are insured against by other Persons engaged in the same or similar businesses (it being understood that as of the Closing Date the Borrowers and their Subsidiaries have no employees, physical operations or facilities and have insurance only to cover director & officer liabilities, which the Lenders acknowledge based on such facts, is sufficient insurance coverage). All such policies of insurance shall be maintained with financially sound and reputable carriers in such amounts as are adequate and customary for companies of the same or similar size engaged in the same or similar business and in the same or similar location.

5.5 **Compliance with Laws.** Comply, and cause each Subsidiary thereof to comply, with the requirements of all Applicable Laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change.

5.6 **[Reserved].**

5.7 **Existence.** At all times preserve and keep in full force and effect, and cause each Subsidiary to preserve and keep in full force and effect, (a) its valid existence and good standing under the laws of its jurisdiction of organization and (b) all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in the case of the foregoing clause (b), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Change.

5.8 **Books and Records.** Maintain (a) proper books of record and account, in which full, true and correct entries in all material respects in accordance with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of each Borrower and its Subsidiaries; and (b) such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over each Borrower or its Subsidiaries. The Borrowers shall permit any representatives designated by the Lenders upon two (2) Business Days' advance notice, during normal business hours, and not more than once during any fiscal year of the Borrowers (unless an Event of Default exists) to visit and inspect the financial records and the property of the Borrowers and their Subsidiaries and to make extracts from and copies of such financial records, and permit any representatives designated by the Lenders to discuss the affairs, finances,

accounts and condition of the Borrowers and their Subsidiaries with the management and advisors thereof (provided that an Authorized Person shall be given notice and an opportunity to participate during such discussion with advisors). Notwithstanding anything to the contrary in this Section 5.8, no Borrower or any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) in respect of which disclosure to any Lender (or their respective representatives) is prohibited by law or any binding agreement not entered into in contemplation of avoiding such inspection and disclosure rights, (ii) that is subject to attorney client or similar privilege or constitutes attorney work product or (iii) in respect of which the Borrowers or any Subsidiary owes confidentiality obligations to any third party not entered into in contemplation avoiding such inspection and disclosure; provided that in the event that the Borrowers or any Subsidiary does not provide any information requested in connection with an examination or a discussion permitted under this Section 5.8 in reliance on the preceding clause (ii) or (iii) due to confidentiality or waiver concerns, such Person shall provide notice to the relevant Lender that such information is being withheld and shall use its commercially reasonable efforts to communicate the applicable information in a way that would not violate the applicable obligation or risk waiver of such privilege.

5.9 **Environmental.** (a) Keep any property of the Borrowers, their Subsidiaries and their businesses free of any Environmental Liens (other than Permitted Liens) or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens, (b) comply, and cause each Subsidiary thereof to comply, in all material respects, with Environmental Laws and provide to each Lender documentation of such compliance which such Lender reasonably requests, (c) take any Remedial Action required to respond to any Release or presence of or exposure to Hazardous Materials, (d) respond to any Environmental Action against a Borrower or any Subsidiary thereof and discharge any material obligations it may have to any Governmental Authority or third person thereunder, and (e) promptly, but in any event within five (5) days after its receipt thereof, provide each Lender with written notice of any of the following: (i) notice that an Environmental Lien has been filed against any property of a Borrower or Subsidiary or relating to their business, (ii) commencement of any Environmental Action or notice that an Environmental Action will be filed against a Borrower or Subsidiary, and (iii) notice of an investigation, violation, citation, or administrative order pursuant to Environmental Law, discovery of a Release or presence of or exposure to Hazardous Materials, or a requirement for Remedial Action, which in any case of (a) through (e) above, reasonably would be expected to result in a Material Adverse Change.

5.10 **Obligations Relating to Athene Purchase Agreement.** If (i) the Buyer Representative has terminated the Athene Purchase Agreement pursuant to Section 10.1(b) (i) of the Athene Purchase Agreement or (ii) ARI is not able to consummate the sale of the Athene-Acquired Assets due to circumstances outside of ARI's control (including as a result of an Injunction (as defined in the Athene Purchase Agreement) (it being understood and agreed that the termination of any financing of the type permitted under clauses (a), (b), (f), (g) and (i) of the definition of Permitted Indebtedness is within ARI's control) which prevents, prohibits or makes illegal the consummation of the sale of the Athene-Acquired Assets, then, without limiting Section 2.2(d) in any respect, ARI shall use its commercially reasonable efforts (without any obligation to sell assets, issue Indebtedness or equity or reduce dividends or operating expenses) to repay the Term Loan as soon as commercially reasonable (and, in any event, prior to the Maturity Date).

5.11 **Maintenance of REIT Status.** ARI shall (a) maintain its status as a REIT, (b) not revoke its election to be taxed as a REIT or cause or allow such election to be terminated, and (c) not engage in any “prohibited transaction” as defined for purposes of Section 857(b)(6) of the IRC that would reasonably be expected to have a Material Adverse Effect. ARI shall continue to list its common stock for trading on a U.S. national or international securities exchange.

5.12 **Certain Regulatory Matters.**

(a) The Borrowers and their Subsidiaries shall not violate any applicable Anticorruption Law in any material respect and shall implement and maintain policies, procedures, and internal controls reasonably designed to ensure compliance with applicable Anticorruption Laws. No part of the proceeds of the Term Loan will be used, directly or, to the knowledge of any Borrower, indirectly, for any payments in violation of the Anticorruption Laws.

(b) The Borrowers and their Subsidiaries shall not violate any applicable Sanctions Law in any material respect and shall implement and maintain policies, procedures, and internal controls reasonably designed to ensure compliance with applicable Sanctions Laws. No proceeds of the Term Loan will be used to directly or, to the knowledge of any Borrower, indirectly fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Country, or in any other manner that would result in a violation of Sanctions Laws by any Person.

5.13 **Further Assurances.**

(a) The Borrowers and each other Loan Party will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements), that may be required under any applicable law, or that the Lenders may reasonably request, to ensure that the Obligations of the Borrowers and each other Loan Party under the Loan Documents are secured by a first priority perfected Lien in favor of the Lenders (subject, in the case of Pledged Equity Interests and the proceeds thereof, solely to Permitted Liens arising by operation of law and which have priority over the Liens of the Lenders only as a result of operation of law, and in the case of other Collateral, Permitted Liens) on the Collateral.

(b) If any Subsidiary is formed or acquired after the Closing Date, the Stock of any Subsidiary no longer constitutes Excluded Stock or any Subsidiary no longer constitutes an Excluded Subsidiary, the Borrowers will within 45 days after the end of the fiscal quarter in which such formation, acquisition or other event or circumstance shall occur (or such longer period as the Lenders may agree to in writing), notify the Lenders thereof and cause such Subsidiary to join the Collateral Agreement and/or cause the Stock of such Subsidiary to be pledged to the Lenders.

6. NEGATIVE COVENANTS.

Each Borrower covenants and agrees that, until payment in full in cash of the Obligations, such Borrower shall not:

6.1 **Indebtedness.** Create, incur, assume or suffer to exist, or permit any Subsidiary thereof to create, incur, assume or suffer to exist, any Indebtedness, except for Permitted Indebtedness.

6.2 **Liens.** Create, incur, assume or suffer to exist, or permit any Subsidiary thereof to create, incur, assume or suffer to exist, any Lien on or with respect to any of its assets of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

6.3 **Disposal of Assets.** Sell, transfer, lease or otherwise dispose of (collectively, a "Disposition"), or permit any Subsidiary thereof to Dispose of, any assets or properties of any Borrower or any of their Subsidiaries that, with respect to any transaction or series of transactions, have an aggregate book value exceeding 10% of the consolidated assets of ARI and its Subsidiaries as of the end of the most recent fiscal year, except in connection with:

(a) the sale of the Athene-Acquired Assets to (i) Athene Annuity & Life Assurance Company, Athene Annuity and Life Company or their Affiliates or any designee of the Buyer Representative or (ii) if Athene Annuity & Life Assurance Company or Athene Annuity and Life Company shall be in default of their purchase obligations under the Athene Purchase Agreement or otherwise decline to purchase the Athene-Acquired Assets to any other Person,

(b) the incurrence of Indebtedness permitted pursuant to clauses (d), (f), (g) and (i) of the definition of Permitted Indebtedness,

(c) Dispositions of assets or properties of the Borrowers or their Subsidiaries to the extent that such asset or property is Disposed of for fair market value and the proceeds of such Disposition are promptly applied to the purchase price of similar or replacement assets constituting Permitted Investments (including cash and Cash Equivalents), and

(d) any transaction permitted by Section 6.4 or Section 6.9.

Notwithstanding the foregoing, in no event shall any Loan Party Dispose of any Pledged Equity Interests other than in a transaction permitted by Section 6.4 (except pursuant to clause (viii) thereof).

6.4 **Restrictions on Fundamental Changes.** Take, or permit any Subsidiary to take, any of the following actions:

(a) Enter into any merger, consolidation or amalgamation.

(b) Liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution).

(c) Convey, sell, lease, license, assign, transfer, or otherwise dispose of, in one transaction or a series of transactions, all or substantially all of its assets.

(d) Amend or modify, or permit the amendment or modification of, its Governing Documents in a manner adverse to the Lenders in any material respect.

Notwithstanding the foregoing, (i) AcquisitionCo shall be permitted to merge with and into AMTG, with AMTG as the surviving entity (ii) AMTG shall be permitted to merge with and into ARI, with ARI as the surviving entity, (iii) any Subsidiary of a Borrower shall be permitted to merge, consolidate or amalgamate with and into any Borrower (it being understood and agreed that in any such event the Borrower will be the surviving Person), (iv) any Subsidiary of a Borrower shall be permitted to merge, consolidate or amalgamate with and into another Subsidiary of a Borrower (provided that no such merger, consolidation or amalgamation shall involve a Guarantor unless such Guarantor is the surviving Person), (v) any Subsidiary of a Borrower that does not own any assets can be liquidated, wound up or dissolved, (vi) any Subsidiary of a Borrower may liquidate, wind up or dissolve if the Borrowers determine in good faith that such liquidation, winding up or dissolution is in the best interest of the Borrowers and is not materially disadvantageous to the Lenders and, in the case of liquidation, winding up or dissolution of a Loan Party, its assets and properties are transferred only to a Loan Party, (vii) any Subsidiary of a Borrower may Dispose of its assets to a Borrower or another Subsidiary of a Borrower (provided that Dispositions by a Loan Party shall be made only to another Loan Party), (viii) the Borrowers and their Subsidiaries may Dispose of all or substantially all of their assets in connection with the incurrence of Indebtedness permitted pursuant to clauses (d), (f), (g) and (i) of the definition of Permitted Indebtedness, (ix) the Disposition of the assets that were held by AMTG and/or its Subsidiaries prior to the Acquisition (including pursuant to the Athene Purchase Agreement, or otherwise) shall be permitted and be excluded from the calculation of "all or substantially all" assets of the Borrower or any of its Subsidiaries and (x) the Borrowers and their Subsidiaries shall be permitted to restructure the ownership structure of, and/or create a new holding company (which shall be a direct or indirect Subsidiary of ARI) for, the Stock of ACREFI TRS II, Ltd., if reasonably deemed necessary by the Borrowers in connection with tax planning and/or regulatory compliance.

6.5 Change Name. Change, or permit any other Loan Party to change, its name, state of organization or organizational identity provided, however, that any Loan Party may change its name upon at least ten (10) days' prior written notice to each Lender of such change (or such shorter period as agreed by the Lenders).

6.6 Change Nature of Business. Engage, or permit any Subsidiary thereof to engage, in any material line of business other than the line of business engaged in as of the Closing Date and business lines reasonably related or ancillary thereto.

6.7 Employee Benefits: ERISA Plan Assets. Except as would not be reasonably expected to result in material liability to a Borrower, (a) establish, maintain or contribute to, or permit any of its ERISA Affiliates to establish, maintain or contribute to, any Benefit Plan and

(b) permit any Borrower to become (i) an “employee benefit plan” within the meaning of Section 3(3) of ERISA subject to Title I of ERISA, (ii) a “plan” within the meaning of Section 4975 of the Code to which Section 4975 of the IRC applies or (iii) an entity deemed to hold “plan assets” within the meaning of 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA, of any such employee benefit plan or plan.

6.8 Amendment to Permitted Indebtedness; Restrictive Agreements.

(a) Permit any Subsidiary thereof to incur any Permitted Indebtedness to the extent such Permitted Indebtedness contains, or amend any Permitted Indebtedness existing as of the date hereof to implement (or otherwise permit any Subsidiary of a Borrower to enter into, incur or permit to exist any agreement or other arrangement that contains), restrictions on dividends, distributions, redemptions, retirement, repurchase or similar payments on account of the Stock of any Subsidiary of ARI except restrictions on Subsidiaries of ARI pursuant to Permitted Indebtedness (i) that are, taken as a whole, in the good faith judgment of the Borrowers, no more restrictive with respect to the Borrowers or any Subsidiary than those contained in this Agreement or (ii) constituting market terms for such financings as of the date thereof in the commercially reasonable judgment of the Borrowers; provided, that such restrictions shall allow such payments to be made not less often than monthly using available cash (determined in customary manner for such financings) in the absence of any default thereunder.

(b) No Loan Party shall, nor shall a Loan Party permit any of its Subsidiaries to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of ARI to pay dividends or make any other distributions that could reasonably be expected to cause ARI to fail to maintain its status as a REIT.

(c) Enter into, incur or permit to exist, or permit any Subsidiary thereof to enter into, incur or permit to exist, any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party to create, incur or permit to exist any Lien upon the Collateral to secure the Obligations.

Notwithstanding the foregoing, (i) clauses (a) through (c) shall not apply to (A) restrictions and conditions imposed by law or by this Agreement or any other Loan Document, (B) restrictions and conditions existing on the date hereof identified on Schedule 6.8 and (C) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or any assets of a Borrower or any Subsidiary, in each case pending such sale; provided that such restrictions and conditions apply only to such Subsidiary or the assets that are to be sold and, in each case, such sale is permitted hereunder and (ii) clause (c) of the foregoing shall not apply to (A) restrictions and conditions imposed by any agreement relating to secured Indebtedness permitted by clauses (c), (d), (f), (g), (i) and (j) of the definition of Permitted Indebtedness so long as such restriction applies solely to the Subsidiary that is the obligor of such Permitted Indebtedness and (B) customary provisions in leases, licenses and other agreements restricting the assignment thereof.

6.9 **Restricted Payments.** Directly or indirectly declare or make, or permit any of its Subsidiaries to declare or make, any Restricted Payment or incur any obligation to do so; *provided, however*, that the Borrowers and their Subsidiaries may declare and make the following Restricted Payments so long as no Default or Event of Default would result therefrom:

(a) ARI may declare or make cash distributions to its shareholders during the period of four consecutive fiscal quarters most recently ending in an aggregate amount not to exceed the amount required to be distributed for ARI to maintain its status as a REIT and avoid U.S. federal income and excise taxes;

(b) ARI may make cash distributions to its shareholders of capital gains resulting from gains from certain asset sales to the extent necessary to avoid payment of taxes on such asset sales imposed under Sections 857(b)(3) and 4981 of the IRC;

(c) a Subsidiary may make cash distributions to holders of equity interests issued by such Subsidiary so long as, in the case of non-wholly owned Subsidiaries, such distributions are made ratably according to the holders' respective holdings of the type of equity interest in respect of which such distributions are being made;

(d) Subsidiaries may declare or make Restricted Payments to the Borrowers;

(e) ARI may declare and pay regularly scheduled cash dividends with respect to its Stock consistent with existing dividend policies as disclosed in its report filed with the SEC on Form 10-K for the fiscal year ended December 31, 2014, or otherwise consistent with past practice.

Notwithstanding the foregoing, if a Default or Event of Default exists, ARI may declare or make cash distributions to its shareholders during any fiscal year in an aggregate amount not to exceed the minimum amount necessary for ARI to maintain its status as a REIT.

6.10 **Accounting Methods.** Modify or change its fiscal year or its method of accounting.

6.11 **Investments.** Directly or indirectly, make or acquire, or permit any Subsidiary thereof to make or acquire, any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment, except for Permitted Investments; *provided*, that the Borrowers and their Subsidiaries may make Investments in the Borrowers and any direct and indirect Subsidiaries of the Borrowers.

6.12 **Transactions with Affiliates.** Directly or indirectly enter into or permit to exist, or permit any Subsidiary thereof to directly or indirectly enter into or permit to exist, any transaction of any kind with any Affiliate of the Borrowers that is not a Subsidiary other than (a) transactions disclosed in Schedule 6.12 or transactions of a similar nature to those transactions with Affiliates described in ARI's annual, quarterly or periodic filings with the SEC prior to the Closing Date, (b) the Transactions or (c) transactions that are not materially less favorable to the Borrowers or their Subsidiaries, as applicable, as determined by the Borrowers in good faith, than would be obtained in an arm's length transaction with a non-Affiliate.

6.13 **Use of Proceeds.** Use the proceeds of the Term Loan for any purpose other than (a) to finance the Acquisition and (b) to pay the Transaction Expenses.

6.14 **Amendments or Waivers and Prepayments with respect to Certain Indebtedness.** No Borrower shall, nor shall it permit any of its Subsidiaries to, (a) amend the provisions of any Indebtedness in a manner that is materially adverse to such Person or the Lenders or (b) make any payment or prepayment of principal of, premium, if any, or interest on, or redeem, purchase, retire, defease (including in substance or legal defeasance), establish a sinking fund or similar payment with respect to, the 5.50% Convertible Senior Notes of ARI due 2019, other than the payment of regularly scheduled, non-accelerated payments in respect of such Permitted Indebtedness in accordance with the terms of, and only to the extent required by, and subject to any subordination provisions contained in, the indenture, loan or other agreement pursuant to which such Permitted Indebtedness was issued; provided that the Borrowers and their Subsidiaries may pay, prepay, redeem, purchase, retire, defease, establish a sinking fund or similar payment for such Permitted Indebtedness with the proceeds of sales of Stock of, or contributions to the capital of, ARI or Permitted Indebtedness of the type described by clause (n) of the definition of Permitted Indebtedness.

7. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an Event of Default) under this Agreement:

(a) If any Loan Party fails to pay when due and payable, or when declared due and payable in accordance with the terms hereof, all or any portion of (i) the principal of the Term Loan when due in accordance with the terms hereof, or (ii) any interest on the Term Loan (including any interest which, but for the provisions of the Bankruptcy Code, would have accrued on such amounts), fees and charges due any Lender, reimbursement of Lender Expenses, or other amounts constituting Obligations, within five (5) Business Days after any such interest or amount becomes due in accordance with the terms hereof or under any other Loan Document;

(b) If any Loan Party fails to (i) perform, keep, or observe any covenant or other provision contained in Sections 5.1(d), 5.7 (as to existence only), or Section 6 hereof or (ii) perform, keep, or observe any covenant or other provision contained in any Section of this Agreement (other than a Section that is expressly dealt with elsewhere in Section 7(a) or this clause (ii)), or the other Loan Documents, and such failure continues for a period of thirty (30) days after the date on which any Loan Party had knowledge of such failure;

(c) If any material portion of the assets of the Loan Parties and their Subsidiaries, taken as a whole, is attached, seized, subjected to a writ or distress warrant, levied upon, comes into the possession of any third Person (except solely in connection with Permitted Indebtedness permitted pursuant to clauses (d), (f), (g) and (i) of the definition of Permitted Indebtedness held by such third Person when no default, termination event or similar condition or event with respect to such Loan Party or Subsidiary has occurred that has resulted in the liquidation of, the acceleration of

obligations under or early termination of all obligations of such Loan Party or Subsidiary under the documentation governing such Permitted Indebtedness);

(d) If (i) an Insolvency Proceeding is commenced by any Borrower or any of such Borrower's Subsidiaries, or (ii) if any Borrower or any of such Borrower's Subsidiaries shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally;

(e) If an Insolvency Proceeding is commenced against any Borrower or any of such Borrower's Subsidiaries, and any of the following events occur: (i) such Borrower or any of Borrower's Subsidiaries consents to the institution of such Insolvency Proceeding against it, (ii) the petition commencing the Insolvency Proceeding is not timely controverted, (iii) the petition commencing the Insolvency Proceeding is not dismissed within sixty (60) calendar days of the date of the filing thereof, (iv) an interim trustee is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate all or any substantial portion of the business of, such Borrower's or any of such Borrower's Subsidiaries', or (v) an order for relief shall have been entered therein;

(f) [Reserved];

(g) [Reserved];

(h) If one or more judgments or other claims involving an aggregate amount greater than \$7,500,000 against any Borrower or any of such Borrower's Subsidiaries shall remain undischarged for a period of sixty (60) consecutive days during which execution shall not be effectively stayed, and any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Borrower or any of such Borrower's Subsidiaries to enforce any such judgment and such action is not stayed within sixty (60) days;

(i) If there is a default, amortization, termination or similar event with respect to any agreement to which a Borrower or any of its Subsidiaries is a party, the termination or acceleration of which is reasonably likely to either result in a Material Adverse Change or result in liability in an amount in excess of \$7,500,000, and such default, amortization, termination or similar event with respect to such other agreement (1) occurs at the final maturity of the obligations thereunder, or (2) results in an acceleration of the maturity of the Borrower's or any of its Subsidiaries' obligations thereunder;

(j) [Reserved];

(k) Any representation or warranty made or deemed made to a Lender by or on behalf of any Loan Party in or pursuant to this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or

thereunder, shall prove to have been incorrect in any material respect (or, in the case of any such representation or warranty under this Agreement or any other Loan Document already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made;

(l) If (i) the obligation of any Loan Party under the guaranty provisions of the Collateral Agreement are terminated by operation of law and, not replaced by a guaranty from a Person with creditworthiness acceptable to each Lender or (ii) any Loan Party shall default in respect of any covenant contained in the Collateral Agreement or there shall otherwise be a breach or default in respect of any obligation or agreement contained in the Collateral Agreement and such breach or default continues for thirty (30) days;

(m) any Lien purported to be created by the Collateral Agreement shall cease to be, or shall be asserted in writing by any Loan Party not to be, a valid, perfected Lien having the priority contemplated thereby (except as otherwise expressly provided in this Agreement or the Collateral Agreement); or

(n) If any provision of any Loan Document shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any Borrower, or any Subsidiaries of a Borrower, or a proceeding shall be commenced by any Borrower or any of its Subsidiaries, or by any Governmental Authority having jurisdiction over any Borrower or its Subsidiaries seeking to establish the invalidity or unenforceability thereof, or any Borrower, or any of its Subsidiaries shall deny that any Borrower, or any of its Subsidiaries has any liability or obligation purported to be created under any Loan Document.

8. THE LENDERS' RIGHTS AND REMEDIES.

8.1 **Acceleration.** Upon the occurrence and during the continuation of an Event of Default, the Required Lenders may (by written notice to the Borrowers) declare the Obligations, whether evidenced by this Agreement or by any of the other Loan Documents, immediately due and payable, whereupon the same shall become and be immediately due and payable and the Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by the Borrowers. The foregoing to the contrary notwithstanding, upon the occurrence of any Event of Default described in clause (d) or clause (e) of Section 7, without any notice to Loan Parties or any other Person or any act by the Lenders, the Obligations then outstanding, together with all accrued and unpaid interest thereon and all fees and all other amounts due under this Agreement and the other Loan Documents shall automatically and immediately become due and payable, without presentment, demand, protest, or notice of any kind, all of which are expressly waived by Loan Parties.

8.2 **Other Remedies.** If any Event of Default has occurred and is continuing, and irrespective of whether the Obligations have become or have been declared immediately due and payable under Section 8.1, each Lender may proceed to protect and enforce the rights of such Lender by an action at law, suit in equity or other appropriate proceeding, whether for the

specific performance of any agreement contained herein or in any other Loan Document, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

8.3 **Remedies Cumulative.** The rights and remedies of the Lenders under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lenders shall have all other rights and remedies not inconsistent herewith as provided by law or in equity. No exercise by the Lenders of one right or remedy shall be deemed an election, and no waiver by the Lenders of any Event of Default shall be deemed a continuing waiver. No delay by the Lenders shall constitute a waiver, election, or acquiescence by it.

9. TAXES AND EXPENSES.

If Loan Parties fail to pay any monies (whether taxes, assessments, insurance premiums, or, in the case of leased properties or assets, rents or other amounts payable under such leases) due to third Persons, or fails to make any deposits or furnish any required proof of payment or deposit, all as required under the terms of this Agreement, then, any Lender, with notice to each of the other Lenders and without prior notice to Loan Parties, may do any or all of the following: (a) make payment of the same or any part thereof, or (b) in the case of the failure to comply with Section 5.4 hereof, obtain and maintain insurance policies of the type described in Section 5.4 and take any action with respect to such policies as such Lender deems prudent. Any such amounts paid by a Lender shall constitute Lender Expenses and any such payments shall not constitute an agreement by the Lenders to make similar payments in the future or a waiver by any Lender of any Event of Default under this Agreement. A Lender need not inquire as to, or contest the validity of, any such expense, tax, or Lien and the receipt of the usual official notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

10. WAIVERS; INDEMNIFICATION.

10.1 **Demand; Protest; etc.** Loan Parties waive demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lenders on which Loan Parties may in any way be liable.

10.2 **Indemnification.** Loan Parties shall pay, indemnify, defend, and hold the Lender-Related Persons (each, an "**Indemnified Person**") harmless (to the fullest extent permitted by law) from and against any and all liabilities, obligations, losses, penalties, claims, demands, suits, actions, judgments, investigations, proceedings, and damages, and all attorneys' fees and disbursements and other fees, costs and expenses of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted against such Indemnified Person in any way in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with, as a result of, related to or arising under or out of the execution, delivery, enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the other Loan Documents, the use of the proceeds of the credit provided hereunder or the monitoring of Loan Parties' compliance with the terms of the Loan Documents, (b) with respect to any actual

or prospective claim, investigation, litigation, or proceeding related to this Agreement, any other Loan Document, the use of the proceeds of the credit provided hereunder, the transactions contemplated hereby or thereby (in such Indemnified Person's role as a Lender or a director, officer, employee, partner, agent or other representative of a Lender, its affiliates or controlling persons) or the monitoring of Loan Parties' compliance with the terms of the Loan Documents (irrespective of whether any Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by any Borrower or any of its Subsidiaries Affiliates or shareholders), or any act, omission, event, or circumstance in any manner related thereto, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) or (c) with respect to any Environmental Action, any actual or alleged presence or release of or exposure to Hazardous Materials, any Remedial Action, any Environmental Lien, or any Environmental Liabilities and Costs, in each case to the extent related in any way to any Loan Party or any of their Subsidiaries, their properties or businesses, this Agreement, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of Loan Parties' compliance with the terms of the Loan Documents (all the foregoing, collectively, the "Indemnified Liabilities"). This provision shall survive the termination of this Agreement and the repayment of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which any Borrower was required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by the Borrowers with respect thereto. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON; provided, however,** that no Borrower shall have any obligation to any Indemnified Person under this Section 10.2 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines in a non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnified Person. This Section 10.2 shall not apply with respect to taxes, other than taxes that represent liabilities, obligations, losses, penalties, claims, etc. arising from a non-tax claim.

10.3 Expenses.

- (a) the Borrowers shall reimburse the Lenders for all Lender Expenses within thirty (30) day following demand therefore by a Lender.
- (b) Borrower shall pay the Lenders such fees, in the amounts and on the dates, set forth in the Fee Letter.
- (c) This provision shall survive the termination of this Agreement and the repayment of the Obligations.

10.4 Waiver. To the extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnified Person on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or

any agreement or instrument contemplated hereby or thereby, any Term Loan or the use of the proceeds thereof. In no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential or punitive damages (including without limitation lost profits) even if such Person has been advised of the possibility of such damages and regardless of the form of action.

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by Loan Parties or any Lender to any other relating to this Agreement or any other Loan Document shall be in writing and shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as Loan Parties or any Lender, as applicable, may designate to each other in accordance herewith), or facsimile to Loan Parties or any Lender, as the case may be, at its address set forth below:

If to ARI: Apollo Commercial Real Estate Finance, Inc.
c/o Apollo Global Management
9 W 57th Street
New York, NY 10019
Attn: Stuart A. Rothstein
Tel: (212) 822-0722
Fax: (646) 219-3826
Email: srothstein@apollolp.com

If to AUSA: Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi
Telephone: 310-698-4481
Facsimile: 310-698-4492
Email: jbelardi@athene.com

With a copy to:

Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: Legal Department
Telephone: 310-698-4481
Facsimile: 310-698-4492
Email: legal@athene.com

If to any other Lender, to its address set forth in the applicable Assignment and Acceptance.

Any Loan Party or any Lender may change the address at which it is to receive notices hereunder, by notice in writing in the foregoing manner given to each other party. All notices or demands sent in accordance with this Section 11 shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail (as specified in the first paragraph of this Section above) and shall be as effective if sent by telefacsimile or other electronic transmission as notice or demand sent by any other method.

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) EACH OF THE PARTIES HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK, STATE OF NEW YORK, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PROPERTY MAY BE BROUGHT, AT A LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE A LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH PROPERTY MAY BE FOUND. EACH LOAN PARTY AND EACH LENDER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) EACH LOAN PARTY AND EACH LENDER, TO THE FULL EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF THE LOAN PARTIES AND THE LENDERS REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1 Assignments and Participations.

(a) At any time or from time to time, any Lender may assign and delegate to one or more assignees (each an "Assignee") all, or any ratable part of all, of the Obligations and the other rights and obligations of such Lender, in a minimum amount of \$5,000,000, with the prior written consent of ARI (such consent not to be unreasonably withheld, conditioned or delayed); provided, that no consent of ARI shall be required for an assignment to an Affiliate of the Lender or solely among Lenders; provided, however, that the Borrowers and any other Lender may continue to deal solely and directly with such assigning Lender in connection with the interest so assigned to an Assignee until (i) written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to the Borrowers and each other Lender by such assigning Lender and the Assignee, and (ii) such assigning Lender and its Assignee have delivered to the Borrowers and each other Lender an Assignment and Acceptance. No Loan Party or any Subsidiary of a Loan Party may at any time be an Assignee or otherwise have the rights and obligations of a Lender under the Loan Documents.

(b) From and after the date that the assigning Lender (with a copy to Loan Parties and each other Lender) has received an executed Assignment and Acceptance, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Section 10.2 hereof) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto), and such assignment shall effect a novation between Loan Parties and the Assignee; provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Section 16.7 of this Agreement.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (1) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (2) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Loan Parties or the performance or observance by Loan Parties of any of its obligations under

this Agreement or any other Loan Document furnished pursuant hereto, (3) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (4) such Assignee will, independently and without reliance upon such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, and (5) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) Immediately upon receipt by the Loan Parties and each Lender of the fully executed Assignment and Acceptance, this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee. The Borrowers shall maintain a register for the recordation of the names and addresses of each Lender, and the principal amounts of (and stated interest on) the Term Loans and other Obligations owing to such Lender pursuant to the terms hereof from time to time (the "Register"). The Borrowers and each Lender shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrowers and each Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) Any Lender may at any time, sell to one or more commercial banks, financial institutions, or other Persons (a "Participant") participating interests in its Obligations and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, however, that (i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Loan Parties and the Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of (1) the Collateral or (2) the value of the guarantees of the Obligations, in each case, supporting the Obligations hereunder in which such Participant is participating (except to the extent expressly provided herein or in any of the Loan Documents), (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender, or (E) change the amount or due dates of scheduled principal repayments or

prepayments or premiums, (v) all amounts payable by Loan Parties hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement and (v) each Participant shall have agreed to be bound by the provisions of Section 13.3 as if it were a Lender. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to Loan Parties, the other Lenders or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by the Lenders among themselves.

(f) In connection with any such assignment or participation or proposed assignment or participation, a Lender may, subject to the provisions of Section 16.7, disclose all documents and information which it now or hereafter may have obtained in connection with this facility and relating to Loan Parties and their respective Affiliates and businesses.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Any Assignee or Participant on the date it becomes a Lender or Participant hereunder shall certify in the applicable Assignment and Acceptance, participation agreement or other similar document that it is, or meets the criteria for being, both a “qualified purchaser” (within the meaning of the Investment Company Act of 1940 and the rules and regulations thereunder) and a “qualified institutional buyer” (within the meaning of Rule 144A under the Securities Act). Any failure to include such a certification in an Assignment and Acceptance, participation agreement or other applicable document with respect to the Assignee’s or Participant’s qualified purchaser and qualified institutional buyer status shall render such Assignment and Acceptance, participation agreement or other similar document void ab initio and of no force or effect for any purpose.

(i) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other Obligations (the “Participant Register”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating

to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

13.2 **Successors.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that no Loan Party may assign this Agreement or any rights or duties hereunder without the Lenders' prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No consent to assignment by the Lenders shall release the Loan Parties from its Obligations. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 hereof and, except as expressly required pursuant to Section 13.1 hereof, no consent or approval by Loan Parties is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1 **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Loan Party there from, shall be effective unless the same shall be in writing and signed by the Required Lenders and the Borrowers and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, however, that no such waiver, amendment, or consent shall, unless in writing and signed by all of the Lenders affected thereby and the Borrowers, do any of the following:

(a) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due to the Lenders hereunder or under any other Loan Document,

(b) reduce the principal of, or the rate of interest on, any loan or other extension of credit hereunder, or reduce any fees or other amounts payable to the Lenders hereunder or under any other Loan Document,

(c) change the Pro Rata Share that is required to take any action hereunder,

(d) amend or modify this Section or any provision of the Agreement providing for consent or other action by all Lenders,

(e) change the definition of "Required Lenders" or "Pro Rata Share",

(f) release any Borrower from any obligation for the payment of money to the Lenders or release all or substantially all of the Collateral or the value of the guarantees of the Obligations; or

(g) amend any of the provisions of Section 15.

The foregoing notwithstanding, (i) any amendment, modification, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lenders among themselves, and that does not affect the rights or obligations of the Borrowers, shall not require consent by or the agreement of the Borrowers and (ii) each Lender may agree with the Borrowers to any amendment, modification, waiver or consent with respect to any provision of this Agreement or any other Loan Document that does not adversely affect the rights or obligations of any other Lender hereunder or any other Loan Document.

14.2 No Waivers; Cumulative Remedies. No failure by any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by any Lender in exercising the same, will operate as a waiver thereof. No waiver by any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by any Lender on any occasion shall affect or diminish each Lender's rights thereafter to require strict performance by Loan Party of any provision of this Agreement. Each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that any Lender may have.

15. THE LENDERS.

15.1 Lender in Individual Capacity. Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Loan Parties and any Borrower's Subsidiaries and other Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other Lenders. The other Lenders acknowledge that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding Loan Parties and any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Loan Parties or such other Person and that prohibit the disclosure of such information to the Lenders, and the Lenders acknowledge that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.2 **Withholding Taxes; Increased Costs**

(a) All payments made by or on account of any Obligation of any Borrower hereunder or under any note or other Loan Document will be made without setoff, counterclaim, or other defense. In addition, all such payments will be made free and clear of, and without deduction or withholding for, any present or future Taxes, and in the event any deduction or withholding of Taxes is required, each Borrower shall comply with the requirements of this paragraph. "Taxes" shall mean, any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any Governmental Authority with respect to such payments (but excluding any tax imposed by any Governmental Authority measured by or based on the net

income or net profits of any Lender or as a result of a present or former connection between a Lender and the Governmental Authority imposing such tax, any tax imposed under FATCA, and any tax imposed pursuant to a law in effect on the day such Lender becomes a party to this Agreement) and all interest, penalties or similar liabilities with respect thereto. If any Taxes are so levied or imposed, Borrower agrees to pay the full amount of such Taxes and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement, any note, or Loan Document, including any amount paid pursuant to this Section 15.2(a) after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein. The Borrowers will furnish to each Lender as promptly as reasonably practicable after the date the payment of any Tax is due pursuant to Applicable Law certified copies of tax receipts evidencing such payment by Loan Parties, as applicable. Notwithstanding anything to the contrary herein or in any Loan Document, Borrower shall not be required to indemnify, pay additional amounts, gross-up or otherwise compensate any Lender, participant, or any other Person with an interest in the Loan Documents as a result of any Tax imposed as a result of such Person's failure to provide any form or certification described in Section 15.2(b) such Person is legally able to provide.

(b) Each Lender (and any Person that becomes a Lender, participant or otherwise acquires an interest in any Loan Document after the date hereof) that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Borrower or any other Loan Party at the time or times reasonably requested by Borrower or on the date such Person becomes a Lender, participant or otherwise acquires an interest in any Loan Document, such properly completed and executed documentation reasonably requested by the Borrowers or any other Loan Party as will permit such payments to be made without withholding or at a reduced rate of withholding to the extent permitted by law. Without limiting the generality of the foregoing, each Lender agrees with and in favor of the Loan Parties, to deliver to the Borrowers whichever of the following forms the applicable Lender is legally entitled to provide and is applicable:

(i) if such Lender claims an exemption from United States withholding tax pursuant to its portfolio interest exception, (A) a statement of such Lender, signed under penalty of perjury, that it is not a (I) a "bank" as described in Section 881(c)(3)(A) of the IRC, (II) a 10% shareholder of either Borrower (within the meaning of Section 871(h)(3)(B) of the IRC), or (III) a controlled foreign corporation related to either Borrower within the meaning of Section 864(d)(4) of the IRC, and (B) a properly completed and executed IRS Form W-8BEN or W-8BEN-E, as appropriate, before receiving its first payment under this Agreement and at any other time reasonably requested by any Loan Party;

(ii) if such Lender claims an exemption from, or a reduction of, withholding tax under a United States tax treaty, properly completed and executed IRS Form W-8BEN or W-8BEN-E, as appropriate, before receiving its first payment under this Agreement and at any other time reasonably requested by any Loan Party;

(iii) if such Lender claims that interest paid under this Agreement is exempt from United States withholding tax because it is effectively connected with a United States trade or business of such Lender, two properly completed and executed copies of IRS Form W-8ECI before receiving its first payment under this Agreement and at any other time reasonably requested by any Loan Party; or;

(iv) such other form or forms, including IRS Form W-9, as may be required under the IRC or other laws of the United States as a condition to exemption from, or reduction of, United States withholding or backup withholding tax before receiving its first payment under this Agreement and at any other time reasonably requested by any Loan Party.

Each Lender agrees promptly to notify the Loan Parties of any change in circumstances which would modify or render invalid any claimed exemption or reduction and shall provide updated forms to the extent it is legally entitled to do so if previously provided forms expire or become inaccurate.

(c) If a Lender claims an exemption from withholding tax in a jurisdiction other than the United States, such Lender agrees with and in favor of the Loan Parties, to deliver to Borrower any such form or forms, as may be required under the laws of such jurisdiction as a condition to exemption from, or reduction of, foreign withholding or backup withholding tax before receiving its first payment under this Agreement and at any other time reasonably requested by any Loan Party.

Each Lender agrees promptly to notify the Loan Parties of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(d) If any Lender claims exemption from, or reduction of, withholding tax and such Lender sells, assigns, grants a participation in, or otherwise transfers all or part of the Obligations of Loan Parties to such Lender, such Lender agrees to notify the Loan Parties of the percentage amount in which it is no longer the beneficial owner of Obligations of Loan Parties to such Lender. To the extent of such percentage amount, the Loan Parties will treat such Lender's documentation provided pursuant to Sections 15.2(b) or 15.2(c) as no longer valid. With respect to such percentage amount, Lender may provide new documentation, pursuant to Sections 15.2(b) or 15.2(c), if applicable.

(e) If any Lender is entitled to a reduction in the applicable withholding tax, Borrower may withhold from any interest payment to such Lender an amount equivalent to the applicable withholding tax after taking into account such reduction. If the forms or other documentation required by Section 15.2(b) or Section 15.2(c) are not delivered to Borrower, then Borrower may withhold from any interest payment to such Lender not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(f) Each Lender shall deliver to Loan Parties at the time or times prescribed by law and at such time or times reasonably requested by Loan Parties any documentation prescribed by applicable law under FATCA (including as prescribed by Section 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by Loan Parties as may be necessary for Loan Parties to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this subsection (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any taxes as to which it has been indemnified pursuant to this Section 15.2 (including by the payment of additional amounts pursuant to Section 15.2(a)), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the taxes giving rise to such refund), net of all out-of-pocket expenses (including taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-tax position than the indemnified party would have been in if the tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the indemnifying party or any other Person.

(h) If the introduction of or any change in, after the Closing Date, any applicable law increases a Lender's costs or reduces its income for the Term Loans, or subjects a Lender to any tax, levy, impost, duty, fee, assessment or other similar charge (other than any Taxes or any tax excluded from the definition of Taxes or resulting from the failure to provide any form or certification described in Section 15.2(b) such Person is legally able to provide) on such Lender's loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, which increases the cost to such Lender of maintaining its Loans, then the Borrowers shall upon demand by such Lender promptly pay to such Lender the increase in cost or reduction in income or additional expense; provided that all requests, rules, guidelines or directives issued or promulgated under, in connection with or pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or Basel III shall be deemed to be a change in applicable law, regardless of the date enacted, adopted or issued.

15.3 Restrictions on Actions by Lenders: Sharing of Payments

(a) Each of the Lenders and the Borrowers agree that a Lender may, to the extent it is lawfully entitled to do so, set off against the Obligations, any amounts owing by such Lender to any Borrower or any deposit accounts of any Borrower now or hereafter maintained with such Lender.

(b) If, at any time or times any Lender shall receive by payment, foreclosure, setoff, or otherwise, any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from any Borrower pursuant to the terms of this Agreement, such Lender promptly shall purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, however, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.4 Payments to the Lenders All payments to be made by the Borrowers to the Lenders shall be made by bank wire transfer of immediately available funds pursuant to such wire transfer instructions as each Lender may designate for itself by written notice to the Borrowers. Concurrently with each such payment, the Borrowers shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.5 Several Obligations; No Liability. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. No Lender shall have any liability for the acts of any other Lender. No Lender shall be responsible to any Loan Party or any other Person for any failure by any other Lender to fulfill its obligations to make credit available hereunder nor to take any other action on its behalf hereunder or in connection with the financing contemplated herein.

16. GENERAL PROVISIONS.

16.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by each of Loan Parties and each Lender whose signature is provided for on the signature pages hereof.

16.2 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

16.3 **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lenders or the Borrowers, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

16.4 **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision. This agreement is for the benefit of the parties hereto and there shall be no third party beneficiaries.

16.5 **Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile, “.pdf file” or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile, “.pdf file” or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document mutatis mutandis.

16.6 **Revival and Reinstatement of Obligations.** If the incurrence or payment of the Obligations by Loan Parties or the transfer to a Lender of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors’ rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a “Voidable Transfer”), and if a Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that a Lender is required or elects to repay or restore, and as to all costs, expenses, and attorneys fees of any Lender related thereto, the liability of Loan Parties automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

16.7 **Confidentiality.** Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding Loan Parties, their operations, assets, and existing and contemplated business plans shall be treated by the Lenders in a confidential manner, and shall not be disclosed by the Lenders to Persons who are not parties to this Agreement or used for any purpose other than as contemplated by this Agreement, except: (a) to attorneys for and other advisors, accountants, auditors, and consultants to any Lender for use by them for a purpose as contemplated by this Agreement, (b) to Subsidiaries and Affiliates of any Lender, provided that any such Subsidiary or Affiliate shall be advised of the confidential nature of such information and instructed to keep it confidential, (c) as may be required by statute, decision, or judicial or administrative order, rule, or regulation or by subpoena or similar legal process, (d) as may be agreed to in advance by the Borrowers, or the Borrowers’ Subsidiaries, (e) as requested or required by any Governmental Authority or any regulatory or

self-regulatory authority or examiner (including the National Association of Insurance Commissioners or other similar organization), (f) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by a Lender), (g) in connection with any assignment, prospective assignment, sale, prospective sale, participation or prospective participations, or pledge or prospective pledge of any Lender's interest under this Agreement, provided that any such assignee, prospective assignee, purchaser, prospective purchaser, participant, prospective participant, pledgee, or prospective pledgee shall have agreed in writing to receive such information hereunder subject to the terms of this Section, (h) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents, and (i) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder to the extent reasonably necessary in connection with such enforcement. The provisions of this Section 16.7 shall survive for 2 years after the payment in full of the Obligations. Notwithstanding the foregoing, on or after the Closing Date, each Lender may, at its own expense, issue news releases and publish "tombstone" advertisements and other announcements relating to this transaction in newspapers, trade journals and other appropriate media. Notwithstanding anything to the contrary in this Agreement, any Lender may disclose any information hereunder subject to the terms of this Section 16.7 for the purposes of fulfilling its ordinary course regulatory obligations not otherwise specifically related to the Acquisition or this Agreement, including to any banking or insurance regulatory agency, without providing prior notice to the Borrower.

16.8 **Integration.** This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

16.9 **USA PATRIOT Act Notice.** Each Lender (for itself and not on behalf of any other party) hereby notifies the Borrowers that, pursuant to the requirements of the PATRIOT Act, such Lender is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of such Borrower and other information that will allow such Lender to identify such Borrower in accordance with the PATRIOT Act.

16.10 **Recourse Against Certain Parties.** No recourse under or with respect to any obligation, covenant or agreement (including, without limitation, the payment of any fees or any other obligations) of any Loan Party as contained in this Agreement or any other agreement, instrument or document entered into by any Loan Party pursuant hereto or in connection herewith shall be had against any administrator or investment manager of such Loan Party or any incorporator, member, partner, officer, employee, trustee, beneficial owner or director of such Loan Party or of any such administrator or investment manager, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that the agreements of each Loan Party contained in this Agreement and all of the other agreements, instruments and documents entered into by such Loan Party pursuant hereto or in connection herewith are, in each case, solely the respective

corporate obligations of such Loan Party, and that no personal liability whatsoever shall attach to or be incurred by any administrator or investment manager of such Loan Party or any incorporator, member, partner, officer, employee, trustee, beneficial owner or director of such Loan Party or of any such administrator or investment manager, as such, or any of them, under or by reason of any of the obligations, covenants or agreements of such Loan Party contained in this Agreement or in any other such instruments, documents or agreements, or which are implied therefrom, and that any and all personal liability of each and every such administrator or investment manager of each Loan Party and each incorporator, member, partner, officer, employee, trustee, beneficial owner or director of such Loan Party or of any such administrator or investment manager, or any of them, for breaches by any Loan Party of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement. The provisions of this Section 16.10 shall survive the termination of this Agreement.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

BORROWERS:

**APOLLO COMMERCIAL REAL ESTATE
FINANCE, INC.**

By: _____
Name:
Title:

ARROW MERGER SUB, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO LOAN AGREEMENT]

LENDER:

ATHENE USA CORPORATION

BY: ATHENE ASSET MANAGEMENT, L.P., its investment
manager

By: _____

Name:

Title:

[SIGNATURE PAGE TO LOAN AGREEMENT]

Exhibit A-1

**[Form of Assignment and Acceptance]
ASSIGNMENT AND ACCEPTANCE AGREEMENT**

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (“Assignment Agreement”) is entered into as of _____ between _____ (“Assignor”) and _____ (“Assignee”). Reference is made to the Loan Agreement, dated as of [●], 2016 (which, as the same has been and may from time to time be amended, modified, supplemented, renewed, extended or restated, is hereinafter called the “Loan Agreement”), by and among ATHENE USA CORPORATION, an Iowa corporation (the “Lender”), ARROW MERGER SUB, INC., a Maryland corporation (“AcquisitionCo”) and APOLLO COMMERCIAL REAL ESTATE FINANCE, INC., a Maryland corporation (“ARI”) and together with AcquisitionCo, the “Borrowers”, and each a, “Borrower”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

1. In accordance with the terms and conditions of Section 13 of the Loan Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor’s rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, all to the extent specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, representations or warranties made in or in connection with the Loan Documents or (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto, and (d) represents and warrants that the amount set forth as the Purchase Price on Annex I represents the amount owed by Borrower to Assignor with respect to Assignor’s share of the Term Loans assigned hereunder, as reflected on Assignor’s books and records.

3. The Assignee (a) confirms that it has received copies of the Loan Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon Assignor, or any other Lender, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Loan Documents; (c) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan

EXHIBIT A-1

Documents are required to be performed by it as a Lender; (d) attaches the forms prescribed in the Loan Agreement with respect to taxes, including certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Loan Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty and (e) represents and warrants to Borrower that on and as of the date hereof it is a "qualified purchaser" (within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations thereunder) and a "qualified institutional buyer" (within the meaning of Rule 144A under the Securities Act).

4. Following the execution of this Assignment Agreement by the Assignor and Assignee, the Assignor will deliver this Assignment Agreement to the other Lenders and the Loan Parties. The effective date of this Assignment (the "Settlement Date") shall be the latest to occur of (a) the date of the execution and delivery hereof by the Assignor and the Assignee, and (b) the date specified in Annex I.

5. Upon receipt by the other Lenders and the Loan Parties of this Assignment Agreement, as of the Settlement Date (a) the Assignee shall be a party to the Loan Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Loan Agreement and the other Loan Documents, provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Section 15 and Section 16.7 of the Loan Agreement.

6. On the Settlement Date, Assignee shall pay to Assignor the Purchase Price (as set forth in Annex I). From and after the Settlement Date, Borrower shall make all payments that are due and payable to the holder of the interest assigned hereunder (including payments of principal, interest, fees and other amounts) to Assignor for amounts which have accrued up to but excluding the Settlement Date and to Assignee for amounts which have accrued from and after the Settlement Date. On the Settlement Date, Assignor shall pay to Assignee an amount equal to the portion of any interest, fee, or any other charge that was paid to Assignor prior to the Settlement Date on account of the interest assigned hereunder and that are due and payable to Assignee with respect thereto, to the extent that such interest, fee or other charge relates to the period of time from and after the Settlement Date and has not been taken into account in determining the Purchase Price.

7. This Assignment Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment Agreement may be executed and delivered by facsimile or other electronic transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

EXHIBIT A-1

8. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EXHIBIT A-1

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers thereunto duly authorized, as of the first date above written.

[NAME OF ASSIGNOR]
as Assignor

By: _____
Name:
Title:

[NAME OF ASSIGNEE]
as Assignee

By: _____
Name:
Title:

CONSENTED:

APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.

By: _____
Name:
Title:

EXHIBIT A-1

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrowers:

2. Name and Date of Loan Agreement:

The Loan Agreement, dated as of [●], 2016 (which, as the same has been and may from time to time be amended, modified, supplemented, renewed, extended or restated, is hereinafter called the "Loan Agreement"), by and among ATHENE USA CORPORATION, an Iowa corporation (the "Lender"), ARROW MERGER SUB, INC., a Maryland corporation ("AcquisitionCo") and APOLLO COMMERCIAL REAL ESTATE FINANCE, INC. ("ARI" and together with AcquisitionCo, the "Borrowers", and each a, "Borrower").

3. Date of Assignment Agreement:

4. Assigned Amount of Term Loan

\$ _____

5. Settlement Date:

6. Notice and Payment Instructions, etc.

Assignee:

Assignor:

7. Agreed and Accepted:

[ASSIGNOR]

[ASSIGNEE]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A-1

Schedule 1.1

Excluded Subsidiaries

ARM II SPE, LLC
ARWL 2013-1 Trust
ARWL 2013-1 REO Trust
ARWL 2014-1 Trust
Apollo Residential Mortgage Securities, LLC
ACREFI II TRS, LTD.
ACREFI Insurance Services, LLC

Schedule 4.3(a)

States of Organization

Schedule 4.3(b)

Chief Executive Offices

Schedule 4.3(c)

**Organizational Identification Numbers and
Federal Employer Identification Numbers**

Schedule 4.4

Capitalization of Borrower's Subsidiaries

Schedule 4.6

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Schedule 4.21

Taxes

Schedule 6.1

Permitted Indebtedness

Schedule 6.2

Permitted Liens

Schedule 6.8

Existing Restrictions

Schedule 6.11

Permitted Investments

Schedule 6.12

Transactions with Affiliates

Project Apple
Conditions Precedent

The availability and initial funding of the Term Loan Facility shall be subject to the satisfaction (or waiver) of solely the following conditions (subject to the Certain Funds Provision). Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Commitment Letter to which this Exhibit B is attached or on Exhibit A attached thereto.

1. Each Loan Party shall have executed and delivered the Loan Documents to which it is a party and the Lender shall have received all other related instruments, documents, certificates and agreements executed or delivered pursuant thereto, including:
 - (a) customary closing certificates, borrowing notices and legal opinions; and
 - (b) a certificate of the chief financial officer (or other officer with reasonably equivalent responsibilities) of ARI in the form attached as Annex I hereto, certifying that ARI and the other Loan Parties, on a consolidated basis, after giving effect to the Transactions, are solvent.
2. The Specified Acquisition Agreement Representations shall be true and correct in all material respects to the extent required by the Certain Funds Provision and the Specified Representations shall be true and correct in all material respects (except in the case of any Specified Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be); provided, that to the extent that any of the Specified Representations are qualified by or subject to a “material adverse effect”, “material adverse change” or similar term or qualification, the definition thereof shall be the definition of “Material Adverse Effect” (as defined below) for purposes of any such representations and warranties made or deemed made on, or as of, the Closing Date (or any date prior thereto).
3. The Loan Parties shall have completed (or, substantially concurrently with the credit extension hereunder will complete) the Acquisition in accordance with the terms of the Acquisition Agreement, but without giving effect to any amendments, waivers, supplements or other modifications or consents by the Borrowers that are materially adverse to the interests of the Lender without the prior written consent of the Lender.
4. Since January 1, 2015, no Company Material Adverse Effect shall have occurred that would excuse the Borrowers from their obligations to consummate the Acquisition under the Acquisition Agreement. “Company Material Adverse Effect” shall have the meaning ascribed thereto in the Acquisition Agreement.
5. The Lender shall have received a copy of the Athene Purchase Agreement executed by the Loan Parties party thereto and such agreement shall not have been terminated on or prior to the Closing Date; provided, however, that if the Buyer Representative (as defined in the Athene Purchase Agreement) has terminated the Athene Purchase Agreement pursuant to Section 10.1(b)(i) of the Athene Purchase Agreement, this condition shall still be deemed to be satisfied.

-
6. All documents and instruments necessary to grant the Lender a perfected security interest (subject to liens permitted under the relevant Loan Documents) in the collateral under the Term Loan Facility shall have been delivered (including pledged collateral, with undated irrevocable transfer powers executed in blank).
 7. The Lender shall have received payment from the Borrowers of (i) all amounts due and payable under any Loan Document on or prior to the Closing Date, including all fees required to be paid under the Fee Letter and (ii) all expenses required to be paid pursuant to the Commitment Letter (which amounts may be offset against the proceeds of the Term Loan Facility) for which (in the case of expenses) invoices have been presented at least two business days prior to the Closing Date.
 8. The Lender shall have received all documentation and other information requested by the Lender under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, as reasonably requested in writing at least ten business days prior to the Closing Date.

Form of Solvency Certificate

[●][●], 2016

This Solvency Certificate is being executed and delivered pursuant to that certain Loan Agreement, dated as of [●] [●], 2016, by and among Apollo Commercial Real Estate Finance, Inc. (“ARI”), Arrow Merger Sub, Inc. and Athene USA Corporation (the “Credit Agreement”); the terms defined therein being used herein as therein defined).

I, _____, the Chief Financial Officer of ARI, in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of ARI and its Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of ARI pursuant to the Credit Agreement; and
2. As of the date hereof and after giving effect to the Transactions, that (a) the fair value of the property of ARI and the other Loan Parties is greater than the total amount of liabilities, including contingent, subordinated, unmatured and unliquidated liabilities, of ARI and the other Loan Parties, taken as a whole on a consolidated basis, (b) the present fair salable value of the assets of ARI and the other Loan Parties is not less than the amount that will be required to pay the probable liability of ARI and the other Loan Parties, taken as a whole on a consolidated basis, on their debts as they become absolute and matured, (c) ARI and the other Loan Parties, taken as a whole on a consolidated basis, have not incurred, do not intend to incur, and do not believe that they will incur debts or liabilities (subordinated, contingent or otherwise) beyond their ability to pay such debts and liabilities as they become due (whether at maturity or otherwise), (d) ARI and the other Loan Parties, taken as a whole on a consolidated basis, will not have unreasonably small capital with which to conduct their business operations as contemplated to be conducted and (e) ARI and the other Loan Parties, taken as a whole on a consolidated basis, are not “insolvent” as such term is defined under any applicable laws relating to fraudulent transfers and conveyances, or any bankruptcy, insolvency, or similar laws in any jurisdiction where they are organized. For the purposes hereof, the amount of any contingent or unliquidated liabilities at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

By: _____

Name: [●]

Title: **Chief Financial Officer**

ASSET PURCHASE AND SALE AGREEMENT

by and among

ATHENE ANNUITY AND LIFE COMPANY,

ATHENE ANNUITY & LIFE ASSURANCE COMPANY,

and

APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.

Dated: February 26, 2016

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ASSET PURCHASE AND SALE AGREEMENT

ASSET PURCHASE AND SALE AGREEMENT, dated as of February 26, 2016, by and among Athene Annuity and Life Company, an Iowa stock life insurance company ("Athene Iowa"), Athene Annuity & Life Assurance Company, a Delaware stock life insurance company ("Athene Delaware" and, together with Athene Iowa, "Buyers" and each, a "Buyer"), and Apollo Commercial Real Estate Finance, Inc., a Maryland corporation ("Seller").

RECITALS

WHEREAS, Seller has entered into that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), with Apollo Residential Mortgage, Inc., a Maryland corporation ("AMTG"), and Arrow Merger Sub, Inc., a Maryland corporation and wholly-owned subsidiary of Seller ("Merger Sub"), pursuant to which AMTG will merge with Merger Sub (the "First Merger"), with AMTG surviving the First Merger as a subsidiary of Seller and, thereafter, AMTG will merge with and into Seller (the "Second Merger" and, together with the First Merger, the "Mergers") with Seller surviving the Second Merger;

WHEREAS, immediately following, and subject to, the consummation of the First Merger, Seller will indirectly own 100% of the Assets;

WHEREAS, Buyers desire to purchase from Seller or its applicable Subsidiaries, and Seller desires to sell, or to cause its applicable Subsidiaries to sell, to Buyers, the Assets upon the terms and subject to the conditions hereinafter set forth;

WHEREAS, on the date hereof, Athene USA Corporation, an Iowa corporation ("Athene USA"), and Seller are entering into that certain stock purchase agreement, pursuant to which Athene USA agreed to purchase shares of Seller's common stock following the consummation of the Mergers, upon the terms and subject to the conditions set forth therein (the "Stock Purchase Agreement"); and

WHEREAS, on the date hereof, Athene USA has delivered that certain debt commitment letter to Seller, pursuant to which, upon the terms and subject to the conditions set forth therein, Seller may draw up to \$200,000,000 (subject to potential reduction pursuant to the terms thereof) under a term facility (the "Loan Agreement") which would be provided pursuant to the debt commitment letter (the "Debt Financing").

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

Definitions and Rules of Construction

1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise; provided that, for purposes of this Agreement, neither Seller nor any Subsidiary thereof shall constitute an Affiliate of any Buyer, and no Buyers nor any Subsidiary thereof shall constitute an Affiliate of Seller.

“Agreement” means this Asset Purchase and Sale Agreement, as it may be amended from time to time.

“AMTG” has the meaning set forth in the Recitals.

“Ancillary Documents” means the documents being executed and delivered in connection with this Agreement and the Contemplated Transactions, including the receipt for the Closing Consideration Amount (in each case as such documents may be supplemented, amended or modified from time to time).

“Assets” means, collectively, the assets listed on Exhibit A, the Athene Iowa Assets and the Athene Delaware Assets.

“Athene Delaware Assets” shall mean each of the assets set forth on Exhibit A-2 attached hereto, including the gross amount (without deducting any related costs, including taxes, internal and external costs for any vendor or service provider and the costs of any repurchase or other financing of such asset) of any principal, interest or other proceeds paid to Seller, AMTG or any of their respective Subsidiaries with respect to such asset or otherwise paid on or in respect of such asset from and after the Pricing Date through and including the Closing Date (or a later Post-Closing Transfer Date, if applicable); provided, however, that Exhibit A-2 may be amended in accordance with Section 2.2(b) to (i) add any asset not currently set forth thereon that is purchased by AMTG, which thereafter will constitute an Athene Delaware Asset, or (ii) remove any asset currently set forth thereon that is sold by AMTG, which thereafter will no longer constitute an Athene Delaware Asset.

“Athene Delaware Consideration Amount” has the meaning set forth in Section 2.5(a).

“Athene Iowa Assets” shall mean each of the assets set forth on Exhibit A-1 attached hereto, including the gross amount (without deducting any related costs, including taxes, internal and external costs for any vendor or service provider and the costs of any repurchase or other financing of such asset) of any principal, interest or other proceeds paid to Seller, AMTG or any of their respective Subsidiaries with respect to such asset or otherwise paid on or in respect of such asset from and after the Pricing Date through and including the Closing Date (or a later Post-Closing Transfer Date, if applicable); provided, however, that Exhibit A-1 may be amended in accordance with Section 2.2(b) to (i) add any asset not currently set forth thereon that is purchased by AMTG, which thereafter will constitute an Athene Iowa Asset, or (ii) remove any asset currently set forth thereon that is sold by AMTG, which thereafter will no longer constitute an Athene Iowa Asset.

“Athene Iowa Consideration Amount” has the meaning set forth in Section 2.5(a).

“Athene USA” has the meaning set forth in the Recitals.

“Business Day” means any day other than a Saturday, Sunday or day on which banks are closed in New York, New York. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

“Buyer Material Adverse Effect” means, with respect to a Buyer, any Event that would be reasonably likely to prevent or materially delay such Buyer’s ability to consummate the Contemplated Transactions.

“Buyer Representative” means Athene USA.

“Buyers” has the meaning set forth in the Preamble.

“Closing” has the meaning set forth in Section 2.1.

“Closing Consideration Amount” has the meaning set forth in Section 2.5(a).

“Closing Date” has the meaning set forth in Section 2.1.

“Closing Date Calculation Notice” has the meaning set forth in Section 2.5(b).

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue Laws.

“Consents” has the meaning set forth in Section 3.4(a).

“Contemplated Transactions” means the purchase and sale of the Assets as contemplated by this Agreement and the Ancillary Documents.

“Contract” means any legally binding contract, agreement, license, lease, commitment, understanding or other obligation, whether oral or written.

“Cross-Receipt” has the meaning set forth in Section 7.2.

“Debt Financing” has the meaning set forth in the Recitals.

“DTC” means the Depository Trust & Clearing Corporation.

“Event” means any change, effect, development, circumstance, condition, state of facts, event or occurrence.

“Excluded Assets” has the meaning set forth in Section 2.4.

“First Merger” has the meaning set forth in the Recitals.

“GAAP” means United States Generally Accepted Accounting Principles.

“Governmental Entity” means any court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, whether foreign, federal, state, local or supernational.

“Injunction” has the meaning set forth in Section 6.1(a).

“Joinder Agreement” means the letter agreement between Seller and Athene Holding, Ltd. dated December 23, 2015.

“Law” means any statute, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity having the effect of law.

“Lien” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), encumbrance, option, security interest, mortgage, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Litigation” means any claim, action, suit, arbitration, alternative dispute resolution action or any other judicial or administrative proceeding, in Law or equity.

“Loan Agreement” has the meaning set forth in the Recitals.

“Mergers” has the meaning set forth in the Recitals.

“Merger Agreement” has the meaning set forth in the Recitals.

“Merger Sub” has the meaning set forth in the Recitals.

“Nonassignable Asset” has the meaning set forth in Section 2.3(a).

“Notice of Disagreement” has the meaning set forth in Section 2.6(a).

“Order” means an order, judgment, injunction, award, stipulation, decree, writ, ruling, subpoena, or verdict, entered, issued, made or rendered by a Governmental Entity.

“Outside Purchase Date” has the meaning set forth in Section 2.3(b).

“Person” or “person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, person (including a “person” as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) or other entity or organization.

“Post-Closing Transfer Date” has the meaning set forth in Section 2.3(b).

“Pricing Date” has the meaning set forth in the Merger Agreement.

“Proxy Statement” has the meaning set forth in the Merger Agreement.

“Regulatory Approval” means (i) with respect to Athene Iowa, any Consent with respect to the Contemplated Transactions required by the Iowa Insurance Division and (ii) with respect to Athene Delaware, any Consent with respect to the Contemplated Transactions required by the Delaware Department of Insurance.

“Repurchase Agreements” means the repurchase agreements and related agreements in respect of borrowings (though documented as sales and subsequent repurchases) collateralized by the Assets.

“Required Consent” means each Consent set forth on Schedule 3.4(a).

“Resolution Notice” has the meaning set forth in the Section 2.6(a).

“Second Merger” has the meaning set forth in the Recitals.

“Seller” has the meaning set forth in the Preamble.

“Seller Material Adverse Effect” means any Event that, individually or in the aggregate, (A) would be reasonably likely to prevent or materially delay Seller’s ability to consummate the Contemplated Transactions or (B) is materially adverse to the value of the Assets, taken as a whole; provided, however, that, for purposes of this clause (B) no Event resulting or arising from the following shall be deemed to constitute a Seller Material Adverse Effect or shall be taken into account when determining whether a Seller Material Adverse Effect has occurred or is reasonably likely to exist or occur: (i) any change in general United States or global economic conditions or in the capital, financial, credit, mortgage or securities markets generally, including changes in interest or exchange rates, (ii) any condition (or change therein) in the industry in which Seller operates, (iii) any change in Law, GAAP or interpretation thereof or in legal, political and/or regulatory conditions, (iv) any action taken at the request of the Buyer Representative, (v) any Event attributable to the announcement or pendency of this Agreement and the Contemplated Transactions, including any litigation arising therefrom, (vi) any failure by Seller or AMTG to meet any internal or published projections, estimates or expectations of Seller’s or AMTG’s revenue, earnings or other financial performance or results of operations for any period in and of itself (it being understood that any Event giving rise or contributing to any such failure or change that is not otherwise excluded from the definition of a “Seller Material Adverse Effect” may be taken into account) or (vii) any Event arising out of changes in geopolitical conditions, acts of terrorism or sabotage, war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, natural disasters or other force majeure events, including any material worsening of such conditions threatened or existing as of the date of this Agreement; provided that notwithstanding the foregoing, with respect to clauses (i), (ii), (iii) and (vii) above, any such effect shall be taken into account in determining whether a Seller Material Adverse Effect has occurred or is reasonably likely to exist or occur only to the extent that such effect disproportionately adversely affects Seller or the Assets as compared to other companies in same industry in which the Seller operates or other assets similar to the Assets.

“Stock Purchase Agreement” has the meaning set forth in the Recitals.

“Stockholders Meeting” has the meaning set forth in the Merger Agreement.

“Subsidiary” or “Subsidiaries”, when used with respect to any Person, means any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, that (x) is consolidated with such Person for financial reporting purposes under GAAP, or (y) of which (i) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect the board of directors or others governing body with respect to such corporation or other organization is, at the time of determination, directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries or (ii) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

“Tax” or “Taxes” means any and all taxes, levies, duties, tariffs, imposts and other similar charges and fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Entity or domestic or foreign taxing authority, including, income, franchise, windfall or other profits, gross receipts, premiums, property, sales, use, net worth, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, excise, withholding, ad valorem, stamp, transfer, value-added, gains tax and license, abandoned property, escheat, registration and documentation fees, severance, occupation, environmental, customs duties, disability, real property, personal property, registration, alternative or add-on minimum, or estimated tax, including any interest, penalty, or addition thereto, whether disputed or not.

“Treasury Regulations” means the regulations promulgated under the Code, as amended from time to time (including any successor regulations).

1.2 Rules of Construction.

Unless the context otherwise requires:

- (a) a capitalized term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (c) references in the singular or to “him,” “her,” “it,” “itself,” or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be;
- (d) references to Articles, Sections, Exhibits and Schedules shall refer to articles, sections, exhibits and schedules of this Agreement, unless otherwise specified;

(e) references to any party to this Agreement or any other agreement or document shall be deemed to refer to any Person that becomes (or became, if applicable in the case of an agreement or document other than this Agreement) a successor or permitted assign of such party, upon the occurrence thereof;

(f) references to any agreement or other document shall be to such agreement or other document (together with the schedules, exhibits and other attachments thereto) as it may have been or may hereafter be amended, modified, supplemented, waived or restated from time to time in accordance with its terms and the terms hereof (if applicable thereto);

(g) the headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof;

(h) this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party that drafted and caused this Agreement to be drafted;

(i) all monetary figures shall be in U.S. dollars unless otherwise specified; and

(j) references to "including" in this Agreement shall mean "including, without limitation," whether or not so specified.

ARTICLE II Purchase and Sale

2.1 Closing.

The closing of the Contemplated Transactions (the "Closing") will take place at the offices of Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, NY 10004, immediately following the consummation of the First Merger in accordance with the terms of the Merger Agreement; provided, that the conditions set forth in Article VI have been satisfied or waived in accordance with this Agreement (other than any such conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted hereunder, waiver of such conditions at the Closing), or on such other date as the Buyer Representative and Seller may otherwise agree. The day on which the Closing actually occurs is referred to herein as the "Closing Date."

2.2 Sale and Purchase of the Assets.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing, (i) Seller shall, and shall cause its applicable Subsidiaries to, sell, transfer, assign and deliver (or cause to be sold, transferred, assigned and delivered) to Athene Iowa, and Athene Iowa shall purchase and acquire, all of Seller's and its applicable Subsidiaries' right, title and interest in and to the Athene Iowa Assets (other than any Nonassignable Assets), free and clear of all Liens and (ii) Seller shall, and shall cause its applicable Subsidiaries to, sell, transfer, assign and deliver (or cause to be sold, transferred, assigned and delivered) to Athene Delaware,

and Athene Delaware shall purchase and acquire, all of Seller's and its applicable Subsidiaries' right, title and interest in and to the Athene Delaware Assets (other than any Nonassignable Assets), free and clear of all Liens.

(b) Exhibit A lists all of the Assets as of the date hereof. On a weekly basis, from the date hereof until the date that is 10 days prior to the scheduled date of the Stockholders Meeting as set forth in the Proxy Statement, the Buyer Representative and Seller will update Exhibits A, A-1 and A-2 to reflect (i) the purchase or sale of any Asset that complies with Schedule 2.2(b), (ii) the allocation of the Assets listed on Exhibit A between Exhibit A-1 and Exhibit A-2 as specified by the Buyer Representative in its sole discretion and (iii) any change in the allocation of the Assets between Exhibit A-1 and Exhibit A-2 as the Buyer Representative may specify in its sole discretion; provided, however, that no such allocation or change in allocation will be permitted if it would delay or impair the ability of the applicable Buyer to purchase the Assets on the Closing Date pursuant to the terms and conditions of this Agreement. If, as of the tenth (10th) day prior to the scheduled date of the Stockholders Meeting as set forth in the Proxy Statement, any Asset listed on Exhibit A has not been allocated by the Buyer Representative to Exhibit A-1 or Exhibit A-2, then such Asset shall be deemed to be allocated to Exhibit A-1. Following the Closing Date, the Buyer Representative and Seller will update Exhibits A-1 and A-2 to reflect any change in the allocation of the Nonassignable Assets between Exhibits A-1 and A-2 as the Buyer Representative may specify in its sole discretion; provided, however, that no such change in allocation will be permitted if it would delay or impair the ability of the applicable Buyer to purchase the Nonassignable Assets on the applicable Post-Closing Transfer Date pursuant to the terms and conditions of this Agreement.

2.3 Nonassignable Assets.

(a) Notwithstanding anything in this Agreement to the contrary, but without limiting Section 5.1(c), this Agreement shall not obligate Seller to sell, transfer or assign any Asset at the Closing if the attempted sale, transfer or assignment thereof would (i) constitute a breach of any obligation of Seller or any of its Subsidiaries under any Contract (including any Repurchase Agreement) to which such Asset is subject, (ii) require Seller to pay a termination or transfer fee (however described) under any Contract, or (iii) require a Required Consent that has not been obtained as of the Closing Date (a "Nonassignable Asset").

(b) Without limiting Section 5.1(c), if, on any date after the Closing Date and through to the date that is fifteen (15) Business Days after the Closing Date, or such later date as mutually agreed by the Buyer Representative and Seller (the "Outside Purchase Date"), (i) all Required Consents required to permit the sale, transfer or assignment of a Nonassignable Asset to the applicable Buyer have been obtained, (ii) the assignment of such Nonassignable Asset to the applicable Buyer would not require Seller to pay a termination or transfer fee (however described) under a Repurchase Agreement or other Contract (or such fee has, at the sole discretion of Seller or to the extent required to comply with Section 5.1(c), been paid) and (iii) the representations and warranties set forth in Section 3.5 with respect to such Nonassignable Asset are true and correct as of such date and through and as of the date on which such Nonassignable Asset is transferred, conveyed and delivered to the applicable Buyer as though made at and as of such date (or Buyer Representative waives such condition), then Seller shall deliver written notice to the Buyer Representative specifying each such Nonassignable Asset and

a closing date at least two (2) Business Days and no more than five (5) Business Days after the date of such notice for the sale, transfer or assignment of each such Nonassignable Asset to the applicable Buyer (a "Post-Closing Transfer Date"). On each Post-Closing Transfer Date, (i) Seller shall, and shall cause its applicable Subsidiaries to, sell, transfer, assign and deliver (or cause to be sold, transferred, assigned and delivered) to each applicable Buyer all of Seller's and its applicable Subsidiaries' right, title and interest in and to each Nonassignable Asset to which such Post-Closing Transfer Date relates free and clear of all Liens, (ii) subject to Section 2.6, each applicable Buyer shall pay to Seller or its applicable Subsidiary (or its designee(s)) the purchase price with respect to each such Nonassignable Asset calculated in accordance with Schedule 1, except to the extent such Nonassignable Asset was previously taken into account in the calculation of the Closing Consideration Amount, and (iii) each applicable Buyer and each of Seller or any of its applicable Subsidiaries shall deliver counterpart signature pages to a Cross-Receipt in respect of such sales, executed by a duly authorized representative of each such Buyer and Seller or its applicable Subsidiary.

(c) If each Buyer stands ready, willing and able to effect the purchase of the Assets at all times during the period from and including the Closing Date through and including the Outside Purchase Date, and Seller shall have failed to transfer to Buyers, at the Closing and all Post-Closing Transfer Dates, collectively, all of the Assets, then, from and after the Outside Purchase Date, it shall not sell, transfer, assign or deliver to any other Person or otherwise dispose of any of the Nonassignable Assets without first providing Buyers with a right of first offer and right of first refusal with respect to such Nonassignable Asset; provided, however, that at such time as Seller shall have transferred to Buyers, in the aggregate on and after the Closing Date, Assets with an aggregate market value of \$1.0 billion, such right of first offer and right of first refusal shall expire with respect to all remaining Nonassignable Assets on the one-hundred eightieth (180th) day following the Outside Purchase Date. For the avoidance of doubt, Seller shall have no obligations under this Section 2.3(c) in the event (x) either Buyer shall have failed to purchase any Asset when obligated pursuant to Section 2.2(a) or Section 2.3(b) or (y) Athene USA shall have failed to provide the Debt Financing when obligated pursuant to the terms and conditions of the Loan Agreement.

(d) Each Buyer that is purchasing Nonassignable Assets shall provide Seller with a completed and executed U.S. Internal Revenue Service W-9.

2.4 Excluded Assets and Excluded Liabilities.

Notwithstanding anything to the contrary contained herein, (i) no assets other than those set forth on Exhibit A, Exhibit A-1 and Exhibit A-2 attached hereto (or as amended in accordance with Section 2.2(b)) shall be included in the purchase and sale hereunder, and all such other assets of Seller and its Subsidiaries (the "Excluded Assets") shall remain the property of Seller or its applicable Subsidiary, and (ii) in no event shall Seller or any Subsidiary of Seller delegate (or be deemed to delegate) to any Buyer, and in no event shall any Buyer assume (or be deemed to assume), any liability or obligation of Seller, any Subsidiary of Seller or any other Person (whether relating to any period prior to, on or after the Closing) pursuant to this Agreement or any Ancillary Document. For the avoidance of doubt, no Buyer shall have any obligation to pay any termination fee or other amount under any Repurchase Agreement or other Contract to which any Asset is subject or bound.

2.5 Payments at the Closing.

(a) Each of the purchase price to be paid by Athene Iowa for the Athene Iowa Assets (the "Athene Iowa Consideration Amount") and the purchase price to be paid by Athene Delaware for the Athene Delaware Assets (the "Athene Delaware Consideration Amount") and, together with the Athene Iowa Consideration Amount, the "Closing Consideration Amount") shall be calculated based on the value of such Assets as of the Pricing Date in accordance with the methodology set forth on Schedule 1 attached hereto. Seller shall, upon the reasonable written request of the Buyer Representative and subject to the terms and conditions of the Merger Agreement, exercise Seller's right pursuant to Schedule C of the Merger Agreement to request that AMTG challenge the pricing methodologies used in determining the Company Book Value pursuant to the Merger Agreement.

(b) Within five (5) Business Days following the Pricing Date Seller shall prepare and deliver to the Buyer Representative its initial calculations of the Athene Iowa Consideration Amount and the Athene Delaware Consideration Amount. At least three (3) Business Days prior to the Closing Date, Seller shall deliver to the Buyer Representative a written notice setting forth the calculation of the Athene Iowa Consideration Amount and the Athene Delaware Consideration Amount, in each case, less any amount thereof attributable to a Nonassignable Asset (the "Closing Date Calculation Notice").

(c) At the Closing, (i) subject to Section 2.6, Athene Iowa shall pay to Seller in consideration for all of the Athene Iowa Assets (other than any Nonassignable Asset) an amount in cash equal to the Athene Iowa Closing Consideration Amount less any amount thereof attributable to a Nonassignable Asset as set forth in the Closing Date Calculation Notice, by wire transfer of immediately available funds to an account or accounts designated by Seller no fewer than three (3) Business Days prior to the Closing Date, (ii) subject to Section 2.6, Athene Delaware shall pay to Seller in consideration for all of the Athene Delaware Assets (other than any Nonassignable Asset) an amount in cash equal to the Athene Delaware Closing Consideration Amount less any amount thereof attributable to a Nonassignable Asset as set forth in the Closing Date Calculation Notice, by wire transfer of immediately available funds to an account or accounts designated by Seller no fewer than three (3) Business Days prior to the Closing Date, and (iii) Seller shall deliver the Assets (other than any Nonassignable Asset), or cause such Assets to be delivered, to each applicable Buyer free and clear of all Liens.

2.6 Set-Off. To the extent that Athene USA sets off, pursuant to the second sentence of Section 2.2(b)(ii) of the Loan Agreement, any portion of the amount payable by a Buyer pursuant to clause (ii) of the last sentence of Section 2.3(b), or pursuant to clause (i) or (ii) of Section 2.5(c), such portion so set off shall be deemed for all purposes of this Agreement to have been paid in accordance with Section 2.3(b) or 2.5(c), as applicable.

2.7 Allocation of the Purchase Price. Seller and Buyers agree to allocate the purchase price among the Assets in a manner consistent with Schedule 1 for U.S. federal, state and local Tax purposes.

ARTICLE III
Representations and Warranties of Seller

Seller hereby represents and warrants to each Buyer as of the date hereof and as of the Closing Date as follows:

3.1 Organization and Power.

Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of organization. Seller has full power and authority to execute, deliver and perform this Agreement and the Ancillary Documents to which it is a party and to consummate the Contemplated Transactions. Seller has all power and authority, and possesses all governmental licenses and permits necessary to enable it to own or lease and to operate its properties and assets and carry on its business as currently conducted, except such power, authority, licenses and permits the absence of which do not have a Seller Material Adverse Effect.

3.2 Authorization and Enforceability.

The execution and delivery of this Agreement and the Ancillary Documents to which Seller is a party and the performance by Seller of the Contemplated Transactions that are required to be performed by Seller have been duly authorized by Seller and no other corporate proceedings on the part of Seller (including, without limitation, any shareholder vote or approval) are necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents to which Seller is a party or the consummation of the Contemplated Transactions. This Agreement and each of the Ancillary Documents to be executed and delivered at the Closing by Seller will be, at the Closing, duly authorized, executed and delivered by Seller. Assuming the due authorization, execution and delivery of this Agreement by Buyers, this Agreement constitutes, and assuming the due authorization, execution and delivery of each Ancillary Document to which Seller is a party by each other party thereto, such Ancillary Document will constitute, a valid and legally binding agreements of Seller enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3.3 No Violation.

(a) The execution and delivery by Seller of this Agreement and the Ancillary Documents to which Seller is a party, the consummation of the Contemplated Transactions that are required to be performed by Seller and the compliance with the terms of this Agreement and the Ancillary Documents to which Seller is a party will not (i) conflict with or violate any provision of the certificate of incorporation or bylaws of Seller, (ii) assuming that all consents, approvals and authorizations contemplated by Section 3.4 have been obtained and all filings described therein have been made, conflict with or violate in any material respect any Law applicable to Seller or by which its properties are bound or affected, or (iii) result in the creation of, or require the creation of, any Lien upon any of the Assets.

(b) Except as set forth on Schedule 3.3 attached hereto, none of the execution, delivery or performance of this Agreement by Seller, the consummation by Seller of the Contemplated Transactions or the compliance by Seller with any of the provisions of this Agreement will accelerate the performance required by, result in any termination, cancellation or modification of, or loss of benefit under, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including, but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which Seller is a party or by which the Assets are bound.

(c) The Contemplated Transactions are not subject to any “bulk transfer” or similar Law.

3.4 Authorizations and Consents.

(a) Except as set forth on Schedule 3.4(a), no consents, licenses, approvals or authorizations of, or registrations, declarations or filings with, any Governmental Entity or other Person (“Consents”) are required to be obtained or made by Seller or any of its Subsidiaries (including any Person that has become a Subsidiary of Seller pursuant to the Mergers) in connection with the execution, delivery and performance of this Agreement or any Ancillary Documents to which Seller is, or is to be, a party or the consummation by Seller or its Subsidiaries (including any Person that has become a Subsidiary of Seller pursuant to the Mergers) of the Contemplated Transactions.

(b) Schedule 3.4(b) sets forth a true and complete list of all the Repurchase Agreements (and no other Contracts).

3.5 Title to Assets: Assets in Book-Entry Form.

Immediately after the Closing (or with respect to each Nonassignable Asset, immediately after the transfer of such Asset to the applicable Buyer on the applicable Post-Closing Transfer Date), (i) the applicable Buyer will have good and valid title to all of the Assets transferred to such Buyer and (ii) such Assets will be free and clear of all Liens other than any Liens created by such Buyer. All Assets are held in book-entry form by DTC.

3.6 No Brokers.

Except for Houlihan Lokey Capital, Inc. (whose fees will be paid by Seller), no broker, investment banker, financial advisor or other Person is entitled to receive any broker’s, finder’s, financial advisor’s or other similar fee or commission in connection with this Agreement or the Contemplated Transactions based upon arrangements made by or on behalf of Seller.

3.7 Disclaimer.

Notwithstanding anything to the contrary contained in this Agreement, neither Seller nor any of its Affiliates, representatives or advisors has made, or shall be deemed to have made, to Buyers or any other Person any representation or warranty other than those expressly made by Seller in this Article III.

ARTICLE IV
Representations and Warranties of Buyers

Each Buyer hereby, severally and not jointly, represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

4.1 Organization and Power.

Such Buyer is a stock life insurance company duly formed, validly existing and in good standing under the Laws of its jurisdiction of domicile and has full power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions.

4.2 Authorization and Enforceability.

The execution and delivery of this Agreement and the Ancillary Documents to which such Buyer is a party and the performance by such Buyer of the Contemplated Transactions have been duly authorized by such Buyer and no other corporate proceedings on the part of such Buyer (including, without limitation, any shareholder vote or approval) are necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents to which such Buyer is a party or the consummation of the Contemplated Transactions. This Agreement is, and each of the Ancillary Documents to be executed and delivered at the Closing by such Buyer will be at the Closing, duly authorized, executed and delivered by such Buyer. Assuming the due authorization, execution and delivery of this Agreement by Seller and each other Buyer, this Agreement constitutes, and assuming the due authorization, execution and delivery of each Ancillary Document to which such Buyer is a party by each other party thereto, such Ancillary Document will constitute, a valid and legally binding agreements of such Buyer enforceable against such Buyer, in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.3 No Violation.

The execution and delivery by such Buyer of this Agreement and the Ancillary Documents to which such Buyer is a party, the consummation of the Contemplated Transactions and the compliance with the terms of this Agreement and the Ancillary Documents to which such Buyer is a party will not (a) conflict with or violate any provision of the certificate of incorporation, bylaws or similar organizational documents of such Buyer, or (b) assuming that all consents, approvals and authorizations contemplated by Section 4.4 have been obtained and all filings described therein have been made, conflict with or violate in any material respect any Law applicable to such Buyer or by which its respective properties are bound or affected. Neither such Buyer nor its Affiliates are subject to any Contract that would impair or delay such Buyer's ability to consummate the Contemplated Transactions.

4.4 Authorizations and Consents.

No Consents other than the Regulatory Approval applicable to such Buyer are required to be obtained or made by such Buyer in connection with the execution, delivery, performance, validity and enforceability of this Agreement or any Ancillary Documents to which such Buyer is, or is to be, a party or the consummation by such Buyer of the Contemplated Transactions.

4.5 Financial Capacity.

Such Buyer has and will have available on the Closing Date and each Post-Closing Transfer Date (if any), capital and liquidity in amounts that are sufficient to pay the Closing Consideration Amount as required by and in accordance with this Agreement.

4.6 No Brokers.

Except for Athene Asset Management, L.P. (whose fees will be paid by such Buyer), no broker, investment banker, financial advisor or other Person is entitled to receive any broker's, finder's, financial advisor's or other similar fee or commission in connection with this Agreement or the Contemplated Transaction based upon arrangements made by or on behalf of such Buyer.

4.7 No Inducement or Reliance; Independent Assessment

(a) Such Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller (or its Affiliates, officers, directors, employees, agents or representatives) that are not expressly set forth in Article III hereof, whether or not any such representations, warranties or statements were made in writing or orally.

(b) Such Buyer acknowledges that Seller (or its Affiliates, officers, directors, employees, agents or representatives) does not make, will not make and has not made any representation or warranty, express or implied, as to the prospects of the Assets or their profitability for such Buyer, or with respect to any forecasts, projections or business plans made available to such Buyer (or its Affiliates, officers, directors, employees, agents or representatives) in connection with such Buyer's review of the Assets.

ARTICLE V
Covenants

5.1 Conduct of Seller: Merger Agreement Rights; Cooperation; Repurchase Agreements.

(a) During the period from the date hereof through the Closing Date or earlier termination of the Merger Agreement in accordance with its terms, Seller shall use its reasonable best efforts to comply with and perform its obligations under the Merger Agreement, subject to and in accordance with the terms thereof.

(b) Seller shall not amend or waive, or consent to any amendment or waiver of, any provision of the Merger Agreement where such amendment, waiver or consent (i) would have, or would reasonably be expected to have, an adverse effect on any of the Assets, (ii) would, or would reasonably be expected to, materially delay, or prevent, the Closing or (iii) would alter any term in this Agreement, the Stock Purchase Agreement or the loan agreement governing the Debt Financing, that is defined by reference to the Merger Agreement, in each case, without the Buyer Representative's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Without limiting the immediately following sentence, Seller shall use reasonable best efforts to, and shall cause its Subsidiaries to use reasonable best efforts to, amend or terminate any Repurchase Agreement, or obtain counterparty waivers or consents with respect thereto, to the extent necessary to permit the sale, transfer, assignment and delivery of all of its and its applicable Subsidiaries' right, title and interest in and to the Assets free and clear of all Liens to each applicable Buyer at the Closing pursuant to Section 2.2(a) and/or on one or more Post-Closing Transfer Dates pursuant to Section 2.3(b). Additionally, Seller shall cause all of its and its applicable Subsidiaries' right, title and interest in and to the Nonassignable Assets (if any) to be sold, transferred, assigned and delivered to each applicable Buyer free and clear of all Liens (including by, to the extent necessary, paying any and all termination and transfer fees (however described) under any Repurchase Agreement or other Contract to which such Nonassignable Asset is subject) against payment for each such Nonassignable Asset in accordance with Section 2.3(b), such that (x) on or prior to the third (3rd) Business Day following the Closing Date, Seller and its Subsidiaries shall have sold, transferred, assigned and delivered (or caused to be sold, transferred, assigned and delivered) to Buyers, on the Closing Date and any Post-Closing Transfer Dates, collectively, Assets with an aggregate market value of at least \$500 million, and (y) on or prior to the Outside Purchase Date, Seller and its Subsidiaries shall have sold, transferred, assigned and delivered (or caused to be sold, transferred, assigned and delivered) to Buyers, on the Closing Date and any Post-Closing Transfer Dates, collectively, Assets with an aggregate market value of at least \$1.0 billion.

(d) Seller shall cooperate in good faith with Buyers and use its reasonable best efforts to ensure that AMTG materially complies with its obligations under Section 6.17(c) of the Merger Agreement.

(e) Seller shall promptly notify the Buyer Representative of any material communication, and provide the Buyer Representative with copies thereof if such communication is in writing, received from AMTG, any of AMTG's Affiliates or Representatives or any Governmental Entity, relating to or affecting the status of the transactions contemplated by the Merger Agreement that have or would reasonably be expected to have any adverse effect on the Assets, the timing of the Mergers or the matters that are the subject of the Contemplated Transactions. On the same day that Seller receives any broker quote or BofA Price Delta (as defined in Schedule C of the Merger Agreement) from AMTG with respect to any Asset, Seller shall deliver the same to the Buyer Representative.

(f) From the date hereof through and including the Closing Date (or with respect to any Nonassignable Asset, the Post-Closing Transfer Date, if any, on which such Asset is transferred to the applicable Buyer), Seller shall provide the Buyer Representative with pricing information regarding the Assets on a monthly basis in the same form such information is provided by AMTG to Seller under the Merger Agreement.

5.2 Access to Information Prior to the Closing

During the period from the date hereof through the Closing Date, Seller shall use reasonable best efforts to cause AMTG to give the Buyer Representative and its authorized representatives reasonable access during regular business hours to all books and records (including Tax records) related to the Assets as such Buyer may reasonably request; provided, that such Buyer and its representatives shall take such action as is deemed necessary in the reasonable judgment of Seller or AMTG, as the case may be, to schedule such access through a designated officer of Seller or AMTG, as the case may be, and in such a way as to avoid disrupting in any material respect the normal operations of Seller or AMTG, as the case may be. Notwithstanding the foregoing, neither the Seller nor AMTG shall be required by this Section 5.2 to provide any Buyer or its representatives with access to or to disclose information (x) that is subject to the terms of a confidentiality agreement with a third party entered into prior to the date of this Agreement (provided, however, that Seller shall use, and shall use reasonable best efforts to cause AMTG to use, its reasonable best efforts to obtain the required consent of such third party to such access or disclosure), (y) the disclosure of which would violate or contravene any Law (provided, however, that Seller shall use, and shall use reasonable best efforts to cause AMTG to use, its reasonable best efforts to make appropriate substitute arrangements to permit reasonable disclosure not in violation of any Law) or (z) that is subject to any attorney-client, attorney work product or other legal privilege of such party or its Subsidiaries (provided, however, that Seller shall use, and shall use reasonable best efforts to cause AMTG to use, its reasonable best efforts to allow for such access or disclosure to the maximum extent that does not result in a loss of any such attorney-client, attorney work product or other legal privilege).

5.3 Consents and Approvals

(a) Upon the terms and subject to the conditions set forth in this Agreement, each Buyer and Seller shall and shall cause their respective Subsidiaries, to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable under applicable Law or pursuant to any contract or agreement to consummate and make effective, as promptly as practicable, the Contemplated Transactions, including (i) the taking of all actions necessary to cause the conditions to Closing set forth in Article VI to be satisfied, (ii) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Entities or other Persons necessary in connection with the consummation of the Contemplated Transactions and the making of all necessary registrations and filings (including filings with Governmental Entities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity or other Persons necessary in connection with the consummation of the Contemplated Transactions, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Contemplated Transactions so as to enable the Closing to occur as soon as reasonably practicable, and (iv) the execution and delivery of any additional instruments necessary to consummate the Contemplated Transactions and to fully carry out the purposes of this Agreement.

(b) Without limiting Section 5.3(a), each Buyer shall, and shall cause its respective Subsidiaries to, use reasonable best efforts to obtain such Buyer's applicable Regulatory Approval as promptly as practicable following the date hereof. Each Buyer shall keep Seller reasonably informed of any material communication received by such Buyer from, or given by such Buyer to, the applicable Governmental Entity responsible for granting such Buyer's applicable Regulatory Approval.

5.4 Public Announcements and Disclosure.

The initial press release regarding this Agreement and the Contemplated Transactions shall be made at such time and in such form as the Buyer Representative and Seller agree; provided that in the event the parties cannot agree, either party shall be permitted to make any disclosure required by Law. From and after the date hereof, so long as this Agreement is in effect, neither Buyers nor Seller will issue or make any subsequent press release, public statement or other disclosure to a third party with respect to this Agreement or the Contemplated Transactions without the prior consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), unless such party determines, after consultation with outside counsel, that it is required by applicable Law or by any listing agreement with or the listing rules of the New York Stock Exchange or other exchange to issue or cause the publication of any press release or other announcement or disclosure with respect to the Mergers or this Agreement, in which event such party shall endeavor, on a basis reasonable under the circumstances, to provide a meaningful opportunity to the other party to review and comment upon such press release or other announcement or disclosure and shall give due consideration to all reasonable additions, deletions or changes suggested thereto.

5.5 Exclusivity.

Except as contemplated by this Agreement and the Ancillary Documents, prior to the Closing or until the date that is twelve (12) months following the termination of this Agreement in accordance with its terms, Buyers will not, and will cause their Affiliates, representatives and agents not to, directly or indirectly, solicit, continue inquiries, encourage, facilitate, initiate any contact, enter into discussions or negotiations, furnish any information with respect to or enter into any agreement or other instruments (whether or not binding) with any Person other than Seller or its Affiliates concerning the submission of any proposal or offer to AMTG or any of its Affiliates (other than Seller) relating to any of the following: (i) a liquidation, dissolution or recapitalization of, (ii) a merger or consolidation with or into, (iii) an acquisition or purchase of any assets of or any equity interest in, or (iv) any similar transaction or business combination involving, in each case, AMTG or any of its Subsidiaries or any asset owned by AMTG or any of its Subsidiaries, as applicable. Buyers and each of their Affiliates shall, and shall cause their respective representatives and agents to, discontinue immediately any negotiations or discussions with respect to any of the foregoing.

5.6 Post-Transfer Remittances.

From and after the date on which any Asset is sold to a Buyer pursuant to Section 2.2(a) or Section 2.3(b) of this Agreement, to the extent that Seller or any of its Subsidiaries (including any Person that has become a Subsidiary of Seller pursuant to the Mergers) receives

any payment of principal, interest or other proceeds with respect to such Asset, Seller shall, or shall cause its applicable Subsidiary to, hold such amounts in trust for the account of such Buyer and pay such principal, interest or other proceeds to such Buyer as promptly as practicable.

ARTICLE VI
Conditions to Closing

6.1 Conditions to All Parties' Obligations.

The obligations of the parties to consummate the Contemplated Transactions are subject to the fulfillment prior to or at the Closing of each of the following conditions (any or all of which may be waived by the parties to the extent permitted by applicable Law):

(a) Statutes; Court Orders. No court of competent jurisdiction or other Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law, Order, stipulation or other legal restraint (whether temporary, preliminary or permanent) (an "Injunction"), in any case, which is in effect and which prevents, prohibits or makes illegal the consummation of the Contemplated Transactions.

(b) Consummation of the First Merger. The First Merger shall have been fully consummated, and in full force and effect, in accordance with the terms of the Merger Agreement.

6.2 Conditions to Seller's Obligations.

The obligations of Seller to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following conditions (any or all of which may be waived in whole or in part by Seller to the extent permitted by applicable Law):

(a) Representations and Warranties. The representations and warranties of Buyers contained in Article IV hereof shall be true and correct (without regard to any materiality, Buyer Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty) as of the date hereof and as of the Closing Date (except for representations and warranties which address matters only as of a specific date, which representations and warranties shall be true and correct as of such specified date), except to the extent that the failure to be so true and correct, individually or in the aggregate, would not have a Buyer Material Adverse Effect.

(b) Performance. Each Buyer shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be so performed or complied with by such Buyer at or prior to the Closing.

(c) Stock Purchase Agreement and Debt Financing. Each of the Stock Purchase Agreement and the Debt Financing shall be in full force and effect and there shall have been no material default thereunder by Athene USA.

(d) Deliveries. Seller shall have received the deliveries contemplated by Article VIII.

6.3 Conditions to Buyers' Obligations.

The obligations of each Buyer to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following conditions (any or all of which may be waived in whole or in part by such Buyer to the extent permitted by applicable Law):

(a) Representations and Warranties. The representations and warranties of Seller contained in Article III hereof shall be true and correct (without regard to any materiality, Seller Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty) as of the date hereof and as of the Closing Date (except for representations and warranties which address matters only as of a specific date, which representations and warranties shall be true and correct as of such specified date), except to the extent that the failure to be so true and correct, individually or in the aggregate, would not have a Seller Material Adverse Effect.

(b) Performance. Seller shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be so performed or complied with by Seller at or prior to the Closing.

(c) Regulatory Approval. Each Buyer shall have obtained its applicable Regulatory Approval.

(d) No Liens. Each Asset scheduled to be sold and assigned by Seller at the Closing shall be free and clear of all Liens.

(e) Deliveries. The Buyer Representative shall have received the deliveries contemplated by Article VII.

(f) Closing Date. The Closing shall occur on the same date as the date of the First Merger.

ARTICLE VII Deliveries by Seller at Closing

On the Closing Date, Seller shall deliver or cause to be delivered to the Buyer Representative:

7.1 Officer's Certificate.

An officer's certificate signed by a duly authorized executive officer of Seller to the effect set forth in Sections 6.3(a) and 6.3(b).

7.2 Receipt.

A counterpart signature page to the cross-receipt, in a form mutually agreed among the parties (the 'Cross-Receipt'), executed by a duly authorized executive officer of Seller or its applicable Subsidiary confirming the receipt of the Closing Consideration Amount.

7.3 Further Instruments.

Such documents of further assurance reasonably necessary and typical for transactions similar to the Contemplated Transactions in order to complete the Contemplated Transactions. Without limitation to the foregoing, each of Seller and AMTG shall provide the Buyer Representative with an executed "certification of non-foreign status" in the form and manner set forth in Treasury Regulations Section 1.1445-2(b)(2).

ARTICLE VIII
Deliveries by Buyer at Closing

On the Closing Date, Buyers shall deliver or cause to be delivered to Seller:

8.1 Officer's Certificate.

A certificate signed by a duly authorized executive officer of the Buyer Representative to the effect set forth in Sections 6.2(a) and 6.2(b).

8.2 Receipt.

A counterpart signature page to the Cross-Receipt executed by a duly authorized representative of each applicable Buyer confirming the receipt of such Buyer's applicable Assets.

8.3 Closing Consideration Amount. The Closing Consideration Amount, by wire transfer of immediately available funds, to the account or accounts designated by Seller.

ARTICLE IX
Survival

9.1 Survival.

All of the representations and warranties of the parties set forth in this Agreement shall terminate and expire as of the Closing, and all liability and obligations of any nature with respect to such representations and warranties shall thereupon be extinguished; provided, however, that representations and warranties set forth in the first sentence of Section 3.5 shall, with respect to a particular Asset (including any Nonassignable Asset), survive the Closing (and, if applicable, the Post-Closing Transfer Date applicable thereto) and the transfer of such Asset to the applicable Buyer until the twelve month anniversary of the Closing (or, if applicable, the Post-Closing Transfer Date applicable to such Asset).

ARTICLE X
Termination

10.1 Termination.

This Agreement may be terminated and the Contemplated Transactions may be abandoned prior to the Closing Date:

(a) at any time, by mutual written agreement of Seller and the Buyer Representative; or

(b) at any time, by either Seller or the Buyer Representative (i) if any Injunction having any of the effects set forth in Section 6.1(a) of this Agreement shall be in effect and have become final and nonappealable or (ii) at any time following the termination of the Merger Agreement in accordance with its terms; or

(c) by written notice from the Buyer Representative to Seller, if a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Seller set forth herein shall have occurred, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.3(a) or 6.3(b), and (ii) after receipt by Seller of written notice from the Buyer Representative of such breach or failure to perform, cannot be cured prior to the Closing Date, provided, that no Buyer is then in breach with respect to any of its representations, warranties, covenants or other agreements contained in this Agreement; or

(d) by written notice from Seller to the Buyer Representative, if a breach of or failure to perform any representation, warranty, covenant or agreement on the part of any Buyer set forth herein shall have occurred, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.2(a) or 6.2(b), and (ii) after receipt by the Buyer Representative of written notice from Seller of such breach or failure to perform, cannot be cured prior to the Closing Date, provided, that Seller is not then in breach with respect to any of its representations, warranties, covenants or other agreements contained in this Agreement; or

(e) by written notice from Seller to the Buyer Representative, if (i) all of the conditions set forth in Sections 6.1 and 6.3 have been and continue to be satisfied or waived (other than those conditions that by their nature cannot be satisfied other than at Closing), (ii) Seller has confirmed by written notice to the Buyer Representative that it stands ready, willing and able to consummate the Contemplated Transactions when required pursuant to Section 2.1 and (iii) any Buyer fails to consummate the Contemplated Transactions within three (3) Business Days of the date the Closing should have occurred pursuant to Section 2.1 (it being understood that during such three (3) Business Day period, Seller shall not be entitled to terminate this Agreement); or

(f) by written notice from the Buyer Representative to Seller, if (i) all of the conditions set forth in Sections 6.1 and 6.2 have been and continue to be satisfied or waived (other than those conditions that by their nature cannot be satisfied other than at Closing), (ii) the Buyer Representative has confirmed by written notice to Seller that each Buyer stands ready, willing and able to consummate the Contemplated Transactions when required pursuant to Section 2.1 and (iii) Seller fails to consummate the Contemplated Transactions within three

(3) Business Days of the date the Closing should have occurred pursuant to Section 2.1 (it being understood that during such three (3) Business Day period, the Buyer Representative shall not be entitled to terminate this Agreement); or

(g) by written notice from the Buyer Representative to Seller, if the Closing shall not have occurred by October 26, 2016.

10.2 Procedure and Effect of Termination.

In the event of the termination of this Agreement and the abandonment of the Contemplated Transactions, written notice thereof shall be given by a terminating party to the other parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned without further action by any of the parties. If this Agreement is terminated pursuant to Section 10.1:

(a) At Seller's request, each Buyer shall promptly cause to be returned to Seller or destroy all documents and information obtained in connection with this Agreement and the Contemplated Transactions and all documents and information obtained in connection with such Buyer's investigation of the Assets from Seller or its representatives, including any copies made by or supplied to such Buyer or any of such Buyer's agents of any such documents or information.

(b) No party hereto shall have any obligation or liability to the other parties hereto, except that the parties hereto shall remain bound by the provisions of this Section 10.2 and Section 5.4, Section 5.5 and Article XI and by the provisions of the Joinder Agreement; provided, that nothing herein shall relieve a defaulting or breaching party from any liability or damages arising out of its breach of any covenant or agreement in this Agreement.

ARTICLE XI Miscellaneous

11.1 Expenses.

All fees and expenses incurred in connection with the Contemplated Transactions shall be paid by the party incurring such expenses, whether or not the Contemplated Transactions are consummated.

11.2 Notices.

All notices, requests, claims, consents, demands and other communications hereunder shall be in writing and shall be deemed given if delivered to the applicable party (i) personally (notice deemed given upon receipt), (ii) telecopied (notice deemed given upon confirmation of receipt), (iii) sent by a nationally recognized overnight courier service, such as Federal Express (notice deemed given upon receipt of proof of delivery) or (iv) electronic mail (provided, that any such transmission by electronic mail shall be followed by a copy delivered in accordance with the foregoing clauses (i) or (iii)) (notice deemed given on the date sent if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient). All notices hereunder shall be delivered as set forth below, or

pursuant to such other instructions as may be designated in writing by the party to receive such notice, and a copy of each notice shall also be sent via e-mail.

If to Seller: Apollo Commercial Real Estate Finance, Inc.
c/o Apollo Global Management, LLC
9 W. 57th Street, 43rd Floor
New York, NY 10019
Attn: Stuart Rothstein
Fax: (646) 219-3826
Email: srothstein@apollofp.com

With a copy (which shall not constitute notice) to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attn: Steven Epstein, Esq.
Abigail Bomba, Esq.
Fax: (212) 859-4000
Email: steven.epstein@friedfrank.com
abigail.bomba@friedfrank.com

If to the Buyer Representative: Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi
Facsimile: (310) 698-4492
Email: jbelardi@athene.com

With a copies (which shall not constitute notice) to:

Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: Legal Department
Facsimile: (310) 698-4481
Email: legal@athene.com

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attn: Perry J. Shwachman, Esq.
Paul L. Choi, Esq.
Fax: (312) 853-7036
Email: pshwachman@sidley.com
pchoi@sidley.com

If to Athene Iowa:

Athene Annuity and Life Company
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi
Facsimile: 310-698-4492
Email: jbelardi@athene.com

With a copies (which shall not constitute notice) to:

Athene Annuity and Life Company
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: Legal Department
Facsimile: (310) 698-4481
Email: legal@athene.com

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attn: Perry J. Shwachman, Esq.
Paul L. Choi, Esq.
Fax: (312) 853-7036
Email: pshwachman@sidley.com
pchoi@sidley.com

If to Athene Delaware: Athene Annuity & Life Assurance Company
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi
Facsimile: 310-698-4492
Email: jbelardi@athene.com

With a copies (which shall not constitute notice) to:

Athene Annuity & Life Assurance Company
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: Legal Department
Facsimile: (310) 698-4481
Email: legal@athene.com

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attn: Perry J. Shwachman, Esq.
Paul L. Choi, Esq.
Fax: (312) 853-7036
Email: pshwachman@sidley.com
pchoi@sidley.com

11.3 Governing Law.

This Agreement shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

11.4 Entire Agreement.

This Agreement, together with the Exhibits hereto, the Ancillary Documents and the Joinder Agreement, constitute the entire agreement of the parties relating to the subject matter hereof and supersede all prior contracts or agreements, whether oral or written.

11.5 Severability.

Should any provision of this Agreement or the application thereof to any Person or circumstance be held invalid or unenforceable to any extent: (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall be enforced to the greatest extent permitted by Law, (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other Persons or circumstances or (ii) in any other jurisdiction, and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Agreement.

11.6 Amendment.

Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented or modified orally, but only by an instrument in writing signed by Buyers and Seller; provided, that the observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver.

11.7 Effect of Waiver or Consent.

No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. No single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce any right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

11.8 Parties in Interest; Limitation on Rights of Others.

The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the parties hereto and their respective legal representatives, successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise; provided that Athene USA, in its capacity as the Buyer Representative, shall constitute a third party beneficiary of this Agreement.

11.9 Assignability.

This Agreement shall not be assigned by any party without the prior written consent of the other parties hereto, except that (x) each Buyer shall be permitted to assign any of its rights or delegate any of its obligations under this Agreement, in each case in whole or in part, to one or more Persons without the consent of any other party (but in no event shall such assignment be permitted if it would delay or impair the ability of such Buyer (or its assignee) to purchase the Assets on the Closing Date or the Nonassignable Assets on any Post-Closing Transfer Date, as applicable, pursuant to the terms and conditions of this Agreement) and (y) Seller shall be permitted to assign any of its rights or delegate any of its obligations under this Agreement to one or more of its Subsidiaries with the consent of any other party, provided that no such assignment shall relieve the assigning party of its obligations under this Agreement.

11.10 Jurisdiction: Court Proceedings: Waiver of Jury Trial

Any Litigation against any party to this Agreement arising out of or in any way relating to this Agreement shall be brought in any federal or state court located in the State of Delaware in New Castle County and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such Litigation; provided, that a final judgment in any such Litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. **Each party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such Litigation in any federal or state court located in the State of Delaware in New Castle County, (b) any claim that any such Litigation brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such Litigation.** To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Litigation in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein. **Each party irrevocably and unconditionally waives any right to a trial by jury and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any Litigation.**

11.11 No Other Duties.

The only duties and obligations of the parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations shall be implied in fact, Law or equity, or under any principle of fiduciary obligation.

11.12 Reliance on Counsel and Other Advisors.

Each party has consulted such legal, financial, technical or other expert as it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

11.13 Remedies.

All remedies, either under this Agreement or by Law or otherwise afforded to the parties hereunder, shall be cumulative and not alternative, and any Person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of this Agreement and to exercise all other rights granted by Law, equity or otherwise.

11.14 Specific Performance.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties agree that, in addition to any other remedies, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance

without the necessity of proving the inadequacy of money damages as a remedy. Each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

11.15 Counterparts.

This Agreement may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

11.16 Further Assurance.

If at any time after the Closing any further action is necessary or desirable to fully effect the Contemplated Transactions or any other of the Ancillary Documents, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request.

(signature pages follow)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

ATHENE ANNUITY AND LIFE COMPANY
By: Athene Asset Management, L.P., its investment advisor
By: AAM GP Ltd., its General Partner

By: /s/ James R. Belardi

Name: **James R. Belardi**

Title: **Chief Executive Officer**

ATHENE ANNUITY & LIFE ASSURANCE COMPANY
By: Athene Asset Management, L.P., its investment advisor
By: AAM GP Ltd., its General Partner

By: /s/ James R. Belardi

Name: **James R. Belardi**

Title: **Chief Executive Officer**

[Signature Page to Asset Purchase and Sale Agreement]

APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.

By: /s/ Stuart A. Rothstein

Name: Stuart A. Rothstein

Title: President and Chief Executive Officer

[Signature Page to Asset Purchase and Sale Agreement]

EXHIBIT A

Unallocated Assets

<u>CUSIP</u>	<u>DESCRIPTION</u>
04205TAA9	ARLP 2014-1 A
07331GAA7	BOMFT 2014-15RP A
07331HAA5	BOMFT 2014-16RP A
07331NAA2	BOMFT 2015-A1
12649YAA5	CSMC 2015-RPL2 A1A
225470DV2	CSFB 0510 2A1 SR FIX
23332UAP9	DSLA 04AR2 A1A FLT
50219JAA8	LSTRZ 2015-9 A1
61748HKG5	MSMLT 054 5A4 ACCDIRECT FIX
70932GAA8	PNMAC 2015-NPL1 A1
70932GAA8	PNMAC 2015-NPL1 A1
74936SAA0	RCO 2015-NQM1 A
74967DAA5	RMAT 2015-RPL1 A1
76118TAA3	RMLTS 2014-NPL1 A1
79548KZL5	SBM7 1998-AQ1 B1
928706BC3	VOLT 2014-NPL8 A1
004375DG3	ACMLT 052 M4 MEZZ SEQ FLT
004421JK0	ACE 04HE4 M3 MEZZ SEQ FLT
007036MQ6	ARM 057B 1A1 VARI
00764MAC1	AABST 031 M1 MEZZ SEQ FLT
00764MAC1	AABST 031 M1 MEZZ SEQ FLT
02660TAN3	AHMIT 041 3A SR SEQ
026933AA9	AHMIT 07SD1 4A FLT
03072SC45	AMQ 05R4 M3 MEZZ SEQ FLT
03072SC45	AMQ 05R4 M3 MEZZ SEQ FLT
031733AF5	ARCT 041 M1 MEZZ SEQ FLT
04541GPJ5	ABSC 05HE1 M2 MEZZ SEQ FLT
04541GXB3	ABSC 06HE3 A4 SR SEQ FLT
04541GXB3	ABSC 06HE3 A4 SR SEQ FLT
04542BJY9	ABFC 04OPT5 A1 SR FLT
04542BJY9	ABFC 04OPT5 A1 SR FLT
04542BJY9	ABFC 04OPT5 A1 SR FLT
04542BJY9	ABFC 04OPT5 A1 SR FLT
04542BJY9	ABFC 04OPT5 A1 SR FLT
073877AL6	BSABS 05SD1 2M1 SUB SEQ FLT
07387ACK9	SAMI 055 A2 SR
07387ACK9	SAMI 055 A2 SR
12479DAC2	CBASS 06CB7 A3 SR SEQ FLT
12489WGD0	CBASS 02CB6 M2V SUB SEQ FLT
12489WGD0	CBASS 02CB6 M2V SUB SEQ FLT

<u>CUSIP</u>	<u>DESCRIPTION</u>
12489WGD0	CBASS 02CB6 M2V SUB SEQ FLT
12489WHY3	CBASS 04CB2 M1 SUB FLT
126671PE0	CWABS 021 A SR SEQ FLT
126671PE0	CWABS 021 A SR SEQ FLT
126673VQ2	ENCORE 051 M2 SUB SEQ FLT
126673VQ2	ENCORE 051 M2 SUB SEQ FLT
126673VQ2	ENCORE 051 M2 SUB SEQ FLT
12668A4B8	CWALT 05IM1 A1 SEQ FLT
12668ACP8	CWALT 0551 2A1 FLT
12669GKC4	CWHL 0425 1A5 FLT
16678RCL9	CCFL 04B A1 SR FLT
16678RFC6	CCFL 061 A2 SR FLT
16678RFC6	CCFL 061 A2 SR FLT
22540VHE5	CSFB 01HE25 M1 MEZZ FLT
22540VHE5	CSFB 01HE25 M1 MEZZ FLT
22540VHE5	CSFB 01HE25 M1 MEZZ FLT
22540VHE5	CSFB 01HE25 M1 MEZZ FLT
22541QU75	CSFB 03A28A 6M2 SUB FLT
22541SJS8	CSFB 04AR5A M1 SUB SEQ FLT
29256PAY0	ENCORE 054 M3 SUB SEQ FLT
30246QBB8	FBRST 053 A24 SR SEQ FLT
31659TCD5	FMIC 044 M3 MEZZ SEQ FLT
32027NJT9	FFML 2004-FF5 A1
32027NJT9	FFML 2004-FF5 A1
32027NJT9	FFML 2004-FF5 A1
36228F4K9	GSMSC 044 M2 MEZZ SEQ FLT
36228FEW2	GSAMP 02NC1 M1 MEZZ SEQ FLT
36228FN36	GSAMP 04FM2 M2 MEZZ SEQ FLT
362429AC6	GSAMP 07HSB1 M2 SUB SEQ FLT
36242DZQ9	GSMSC 054 M1 SUB SEQ FLT
40430HBE7	HSIASC 05NC2 M1 MEZZ SEQ FLT
41161PHC0	HMLT 048 24A FLT
41161PHC0	HMLT 048 24A FLT
41161PHC0	HMLT 048 24A FLT
41161PJG9	HMLT 049 4A3 SR FLT
41161PNN9	HMLT 055 11A SR FLT
41161PWB5	HMLT 0513 2A1 FLT
41161PXN8	HMLT 0515 312 FLT
41161XAC0	HMLT 069 2AA SR FLT
41162BAA1	HMLT 06SB1 A1A SR SEQ FLT
41162BAA1	HMLT 06SB1 A1A SR SEQ FLT
41162CAC5	HMLT 0610 21A SR FLT
41164LAB5	HMLT 072 21A SR SEQ FLT

<u>CUSIP</u>	<u>DESCRIPTION</u>
437084AV8	HEAT 041 M1 SUB SEQ FLT
45254NKY2	IMPAC 049 1A2 SEQ FLT
45254NRW9	IMPAC 058 2M2 MEZZ FLT
45254TSS4	ISAC 052 A2D SR SEQ FLT
45254TSS4	ISAC 052 A2D SR SEQ FLT
45254TSS4	ISAC 052 A2D SR SEQ FLT
45255RAC1	ISAC 063 A3 SEQ FLT
45660LWD7	INDYMB 05AR18 21A FLT
45660LWD7	INDYMB 05AR18 21A FLT
45660LWD7	INDYMB 05AR18 21A FLT
45660LWE5	INDYMB 05AR18 21B FLT
45660N6S9	INDYMB 04AR11 2A SR VARI
45660N6S9	INDYMB 04AR11 2A SR VARI
45660N6S9	INDYMB 04AR11 2A SR VARI
46626LBY5	JPMAC 05FRE1 2F4 SR FLT
542514BZ6	LBMLT 021 M2 MEZZ WGTAVE SEQ V
542514BZ6	LBMLT 021 M2 MEZZ WGTAVE SEQ V
542514DU5	LBMLT 032 M1 MEZZ SEQ FLT
542514DU5	LBMLT 032 M1 MEZZ SEQ FLT
542514EX8	LBMLT 041 M4 MEZZ SEQ AVAILFUN
542514EX8	LBMLT 041 M4 MEZZ SEQ AVAILFUN
54910BAE1	LSITR 141 NTS SR AVAILFUNDS FL
54910CAA7	LSITR 142 A SR SEQ AVAILFUNDS
54910LAA7	LSTRZ 2015-8 A1
54910LAA7	LSTRZ 2015-8 A1
576434Y40	MASTR 06ALT1 A2 SEQ FLT
576436BY4	MASD 2005-1 M2
5899297K8	MLMI 04WMC1 M2 MEZZ FLT
59020UC29	MLMI 05FM1 M1 MEZZ SEQ AVAILFU
59020UW68	MLMI 05A9 5A1 VARI
61744CAY2	MSABS 04NC1 M3 MEZZ SEQ FLT
61744CMK9	MSABS 05NC1 M1 MEZZ FLT
61744CMK9	MSABS 05NC1 M1 MEZZ FLT
61746RGS4	MSABS 04WMC1 M1 MEZZ SEQ FLT
61749LAF8	MSMLT 068ARB 2A1 VARI
61913PAQ5	MORTIT 051 1A2 FLT
64352VLM1	NCHE 053 M4 MEZZ SEQ FLT
64352VLM1	NCHE 053 M4 MEZZ SEQ FLT
65535VFM5	NOMURA 04AR3 M1 SUB SEQ FLT
68389FCN2	OPT 024 M1 MEZZ SEQ FLT
759950CA4	RHELT 041 AV1 SR SEQ FLT
759950CC0	RHELT 041 AV3 SR SEQ FLT
759950CC0	RHELT 041 AV3 SR SEQ FLT

<u>CUSIP</u>	<u>DESCRIPTION</u>
76110WRE8	RASC 03KS3 A2 SR SEQ AVAILFUND
76110WRE8	RASC 03KS3 A2 SR SEQ AVAILFUND
76110WRE8	RASC 03KS3 A2 SR SEQ AVAILFUND
76112BLL2	RAMP 05RS3 M4 MEZZ SEQ FLT
81375WFJ0	SABRT 05FR4 M2 SUB SEQ FLT
81375WFJ0	SABRT 05FR4 M2 SUB SEQ FLT
81377CAC2	SABRT 06NC3 A2C SR SEQ FLT
83611MCQ9	SOUND 051 M4 MEZZ FLT
86358EEY8	SAILT 03BC13 2A3 SR FLT
86358EEY8	SAILT 03BC13 2A3 SR FLT
86358EJS6	SAIL 2004-6 A3
86358EJS6	SAIL 2004-6 A3
86358EKY1	SAILT 04BNC1 A5 SR SEQ FLT
86358R5Y9	ARCT 02BC6 A2 SR SEQ FLT
86360PAD9	SASC 06NC1 A4 SR SEQ FLT
881561CZ5	TERMT 038HE M1 MEZZ SEQ FLT
90350CAA8	USROF 2015-1A NOTE
92922F7P7	WAMU 05AR17 1A1 FLT
92922F7P7	WAMU 05AR17 1A1 FLT
92922FL48	WAMU 05AR6 2B3 FLT
92922FL48	WAMU 05AR6 2B3 FLT
92922FL48	WAMU 05AR6 2B3 FLT
92922FS58	WAMU 05AR8 1C3 SEQ FLT
92922FTJ7	WAMU 04AR8 A1 SR FLT
93363CAC3	WAMU 06AR7 3A FLT
93363CAC3	WAMU 06AR7 3A FLT
93363CAC3	WAMU 06AR7 3A FLT
93363CAC3	WAMU 06AR7 3A FLT
93363RAB2	WAMU 06AR13 2A FLT
93363TAB8	WAMU 06AR11 2A FLT
93363TAB8	WAMU 06AR11 2A FLT
93363TAB8	WAMU 06AR11 2A FLT
93363TAB8	WAMU 06AR11 2A FLT
93363TAB8	WAMU 06AR11 2A FLT
939336K28	WMMSC 03AR4 M MEZZ
939336K28	WMMSC 03AR4 M MEZZ
9497EUAJ6	WFHET 061 M2 SUB SEQ FLT
9497EUAJ6	WFHET 061 M2 SUB SEQ FLT
94980XAA2	WFMBS 03N 1A1 SR VARI
94980XAA2	WFMBS 03N 1A1 SR VARI
161546DM5	CHAML 024 IM1 MEZZ SEQ FIX
576436BZ1	MASD 2005-1 M3
749583AD2	RFMSI 07S2 A4 SR PAC FIX

<u>CUSIP</u>	<u>DESCRIPTION</u>
00075XAE7	ABFC 06OPT2 A3C SR SEQ FLT
00075XAE7	ABFC 06OPT2 A3C SR SEQ FLT
00075XAE7	ABFC 06OPT2 A3C SR SEQ FLT
00075XAE7	ABFC 06OPT2 A3C SR SEQ FLT
004375DF5	ACMLT 052 M3 MEZZ SEQ FLT
004421CG6	ACE 03HS1 M2 MEZZ FLT
004421CG6	ACE 03HS1 M2 MEZZ FLT
004421CG6	ACE 03HS1 M2 MEZZ FLT
004421CH4	ACE 03HS1 M3 MEZZ FLT
004421DL4	ACE 04FM1 M2 MEZZ SEQ FLT
004421KM4	ACE 05SD1 M3 MEZZ SEQ FLT
004421RG0	ACE 05HE5 M3 MEZZ SEQ FLT
004421RG0	ACE 05HE5 M3 MEZZ SEQ FLT
004427BN9	ACE 03OP1 M2 MEZZ SEQ FLT
007034AD3	ARM 062B 132 VARI
007034AD3	ARM 062B 132 VARI
007036KC9	ARM 054A 2A1 SR VARI
00764MCV7	AABST 044 M3 MEZZ SEQ FLT
03072SA21	AMQ 05R3 M4 MEZZ SEQ AVAILFUND
03072SA21	AMQ 05R3 M4 MEZZ SEQ AVAILFUND
03072SA21	AMQ 05R3 M4 MEZZ SEQ AVAILFUND
03072SIX4	AMQ 039 M2 MEZZ SEQ FLT
03072SL94	AMQ 05R8 M2 MEZZ SEQ FLT
03072SL94	AMQ 05R8 M2 MEZZ SEQ FLT
03072SL94	AMQ 05R8 M2 MEZZ SEQ FLT
03072SL94	AMQ 05R8 M2 MEZZ SEQ FLT
03072SSM8	AMQ 04R6 M1 MEZZ SEQ FLT
03072SYA7	AMQ 05R1 M3 MEZZ SEQ FLT
040104BG5	AMQ 03W3 M2 MEZZ SEQ FLT
040104BG5	AMQ 03W3 M2 MEZZ SEQ FLT
040104BG5	AMQ 03W3 M2 MEZZ SEQ FLT
040104FB2	AMQ 04W1 M2 MEZZ SEQ FLT
040104FB2	AMQ 04W1 M2 MEZZ SEQ FLT
04541GDS8	ABSC 03HE2 M1 MEZZ SEQ FLT
04541GNA6	ABSC 04HE9 M1 MEZZ SEQ FLT
04541GRP9	ABSC 05HE4 M5 MEZZ SEQ FLT
04542BCL4	ABFC 03AHL1 M1 MEZZ SEQ FLT
04542BCL4	ABFC 03AHL1 M1 MEZZ SEQ FLT
04542BJP8	ABFC 04HE1 M1 SUB FLT
04542BJP8	ABFC 04HE1 M1 SUB FLT
04542BQA3	ABFC 05OPT1 M1 MEZZ SEQ FLT
05946XXW8	BAFC 05EB 8A1 SEQ FLT
05946XXW8	BAFC 05EB 8A1 SEQ FLT
05946XXW8	BAFC 05EB 8A1 SEQ FLT

<u>CUSIP</u>	<u>DESCRIPTION</u>
073877AP7	BSABS 05SD1 2M3 SUB SEQ FLT
073879KR8	BSABS 04FR3 M2 SUB SEQ FLT
073879KR8	BSABS 04FR3 M2 SUB SEQ FLT
073879MS4	BSABS 04HE10 M2 SUB SEQ FLT
073879MS4	BSABS 04HE10 M2 SUB SEQ FLT
073879MS4	BSABS 04HE10 M2 SUB SEQ FLT
073879NZ7	BSABS 04HE11 M2 SUB SEQ FLT
073879NZ7	BSABS 04HE11 M2 SUB SEQ FLT
073879NZ7	BSABS 04HE11 M2 SUB SEQ FLT
073879NZ7	BSABS 04HE11 M2 SUB SEQ FLT
073879NZ7	BSABS 04HE11 M2 SUB SEQ FLT
073879R6	BSABS 05HE3 M3 MEZZ FLT
073881AD6	BSARM 073 2A1 VARI
073882AA0	BSARM 064 1A1 VARI
073888AQ2	BSABS 06SD3 231 SR FLT
07388DAA6	BSARM 062 1A1 VARI
07820QBM6	BMT 051 1A2 FLT
07820QBM6	BMT 051 1A2 FLT
07820QBQ7	BMT 051 4A SR
12489WQW7	CMLT 06CB3 AV3 SR SEQ FLT
126671YC4	CWABS 03BC2 M1 MEZZ SEQ FLT
126671Z33	CWABS 041 M2 SUB FLT
126673FJ6	CWABS 04SD3 A1 SEQ FLT
126673FJ6	CWABS 04SD3 A1 SEQ FLT
126673V25	CWABS 055 M3 SUB SEQ FLT
17307G4Y1	CMLT 06HE1 M3 MEZZ SEQ FLT
22540V2L5	CSFB 02HE16 M1 SUB SEQ FLT
22540VBY7	CSFB 01HE20 M1 MEZZ SEQ FLT
22541N4X4	CSFB 03A12A 3A1 SR FLT
251510LF8	DALT 06AR1A 2A1 VARI
294751EZ1	EQONE 043 M1 SUB SEQ FIX
320278AC8	FFMLT 06FF8 2A3 SR SEQ FLT
320278AC8	FFMLT 06FF8 2A3 SR SEQ FLT
32027NGD7	FFMLT 04FF1 M2 MEZZ AVAILFUNDS
32027NGD7	FFMLT 04FF1 M2 MEZZ AVAILFUNDS
32027NXU0	FFMLT 05FF12 A2B SR SEQ FLT
36242DAY9	GSAMP 04SD1 M2 MEZZ SEQ FLT
40430HCA4	HSIASC 05OPT1 M1 MEZZ SEQ FLT
40430HCA4	HSIASC 05OPT1 M1 MEZZ SEQ FLT
40430HCA4	HSIASC 05OPT1 M1 MEZZ SEQ FLT
40430KAF8	HSIASC 06OPT4 2A4 SR SEQ AVAIL
40430KAF8	HSIASC 06OPT4 2A4 SR SEQ AVAIL
40430KAF8	HSIASC 06OPT4 2A4 SR SEQ AVAIL

<u>CUSIP</u>	<u>DESCRIPTION</u>
41161PKH5	HMLT 0411 3A3 SR FLT
41161PUK7	HMLT 0511 2A FLT
41161PUK7	HMLT 0511 2A FLT
437084CF1	HEAT 043 M2 SUB SEQ FLT
437084CF1	HEAT 043 M2 SUB SEQ FLT
437084CF1	HEAT 043 M2 SUB SEQ FLT
437084DX1	HEAT 045 M2 SUB SEQ FLT
437084LQ7	HEAT 054 M5 SUB SEQ FLT
437084LQ7	HEAT 054 M5 SUB SEQ FLT
43708AAV4	INDYHE 05A M5 SUB SEQ FLT
43709XAD3	INDYHE 06E 2A2 SR SEQ FLT
43709XAD3	INDYHE 06E 2A2 SR SEQ FLT
43709XAD3	INDYHE 06E 2A2 SR SEQ FLT
43709XAE1	INDYHE 06E 2A3 SR SEQ FLT
43709XAE1	INDYHE 06E 2A3 SR SEQ FLT
43709XAE1	INDYHE 06E 2A3 SR SEQ FLT
437690AM2	HSMAC 042 AV2 FLT
45254NPV3	IMPAC 055 A2 SEQ FLT
45254NPV3	IMPAC 055 A2 SEQ FLT
45254TTZ7	ISAC 061 2M2 MEZZ SEQ FLT
46629CAA5	JPMT 06A5 1A1 SR VARI
46629CAA5	JPMT 06A5 1A1 SR VARI
52524VAQ2	LHXSTR 0715N 4A1 SEQ FLT
52525LAT7	LHXSTR 0714H A2A SEQ FLT
542514BA1	LBMLT 013 M1 MEZZ SEQ FLT
542514BY9	LBMLT 021 2M1 MEZZ SEQ FLT
542514CK8	LBMLT 022 M2 MEZZ WGTAVE SEQ F
542514CK8	LBMLT 022 M2 MEZZ WGTAVE SEQ F
542514CK8	LBMLT 022 M2 MEZZ WGTAVE SEQ F
542514HU1	LBMLT 044 M2 MEZZ SEQ FLT
542514HV9	LBMLT 044 M3 MEZZ SEQ AVAILFUN
542514JL9	LBMLT 046 A3 SUB FLT
542514JL9	LBMLT 046 A3 SUB FLT
542514JL9	LBMLT 046 A3 SUB FLT
57643LDZ6	MASTR 04FRE1 M6 MEZZ SEQ FLT
57645RAA9	MASTR 07HF1 A1 SEQ FLT
59020UKZ7	MLMI 04HE2 M1 MEZZ SEQ FLT
59020UKZ7	MLMI 04HE2 M1 MEZZ SEQ FLT
59020UKZ7	MLMI 04HE2 M1 MEZZ SEQ FLT
59023JAA5	MLMI 06SD1 A SR FLT
59023JAA5	MLMI 06SD1 A SR FLT
59023JAA5	MLMI 06SD1 A SR FLT
59023JAA5	MLMI 06SD1 A SR FLT

<u>CUSIP</u>	<u>DESCRIPTION</u>
59023JAA5	MLMI 06SD1 A SR FLT
59023JAA5	MLMI 06SD1 A SR FLT
59023JAA5	MLMI 06SD1 A SR FLT
61744CAX4	MSABS 04NC1 M2 MEZZ SEQ FLT
61744CAX4	MSABS 04NC1 M2 MEZZ SEQ FLT
61744CAX4	MSABS 04NC1 M2 MEZZ SEQ FLT
61744CHB5	MSABS 04HE8 M2 MEZZ SEQ FLT
617451EF2	MSCI 06NC2 A2D SR SEQ FLT
61746RAB7	MSDWC 02HE3 M1 MEZZ SEQ FLT
61746RAB7	MSDWC 02HE3 M1 MEZZ SEQ FLT
73316PAH3	POPABS 044 M1 SUB SEQ FIX
73316PAH3	POPABS 044 M1 SUB SEQ FIX
73316PAH3	POPABS 044 M1 SUB SEQ FIX
74161BAL9	PRIMT 061 3A1 SR FLT
74932FAA2	RBSSP 2013-4 1A1
760985D73	RAMP 03RS10 M21 MEZZ SEQ FLT
760985D73	RAMP 03RS10 M21 MEZZ SEQ FLT
76112BFJ4	RAMP 04RS12 M23 MEZZ SEQ FLT
81375WBP0	SABRT 04OP2 M2 MEZZ SEQ FLT
81375WBP0	SABRT 04OP2 M2 MEZZ SEQ FLT
81375WBP0	SABRT 04OP2 M2 MEZZ SEQ FLT
83612MAF4	SOUND 06WF2 M1 MEZZ SEQ FLT
83613AAQ5	SOUND 07OPT4 2A2 SR SEQ FLT
83613AAQ5	SOUND 07OPT4 2A2 SR SEQ FLT
83613DAC0	SOUND 07OPT2 2A2 SR SEQ FLT
83613DAC0	SOUND 07OPT2 2A2 SR SEQ FLT
863572B69	SASC 99SP1 M1 MEZZ SEQ FLT
863572B69	SASC 99SP1 M1 MEZZ SEQ FLT
863572B69	SASC 99SP1 M1 MEZZ SEQ FLT
86358RE29	SASC 2002-8A 7A1
86358RE29	SASC 2002-8A 7A1
86358RE29	SASC 2002-8A 7A1
86358RE29	SASC 2002-8A 7A1
86358RE29	SASC 2002-8A 7A1
86359LQU6	SAMI 05AR7 6A1 FLT
86361GAC0	SASC 06BC2 A3 SR SEQ FLT
9497EAAD3	WFHET 062 A4 SR SEQ FLT
9497EAAD3	WFHET 062 A4 SR SEQ FLT
94981PAH3	WFHET 052 M5 MEZZ SEQ FLT
07324NAB9	BAYCAT 063 A2 SR SEQ FLT
07324NAB9	BAYCAT 063 A2 SR SEQ FLT
07324SCC4	BAYCAT 053 A2 SR FLT
07324SCC4	BAYCAT 053 A2 SR FLT

<u>CUSIP</u>	<u>DESCRIPTION</u>
07324SCC4	BAYCAT 053 A2 SR FLT
07324SCC4	BAYCAT 053 A2 SR FLT
07324SCS9	BAYCAT 054 A2 SR SEQ FLT
07324SDF6	BAYCAT 061 A2 SR SEQ FLT
07325BAC2	BAYCAT 064 A2 SR SEQ AVAILFUND
07325BAC2	BAYCAT 064 A2 SR SEQ AVAILFUND
07325BAC2	BAYCAT 064 A2 SR SEQ AVAILFUND
07325BAC2	BAYCAT 064 A2 SR SEQ AVAILFUND
92258BAA9	VCC 2011-1 NOTE
92258LAA7	VCC 2014-1 A

EXHIBIT A-1

Athene Iowa Asset Schedule

None.

EXHIBIT A-2

Athene Delaware Asset Schedule

None.

SCHEDULE 1

Pricing Methodology

The consideration to be paid to Seller for each Asset shall be calculated as of the Closing Date (or, in the case of any Nonassignable Asset, the applicable Post-Closing Transfer Date) on a consistent basis with the methodologies and calculations set forth in the example attached to this Schedule 1, which is based on the carrying value of each Asset as of the Pricing Date, multiplied by 99.425% (100% – 0.575%). The “Market/Book Value at Pricing Date” shall be determined as of the Pricing Date in accordance with the methodologies set forth on Schedule C to the Merger Agreement. The attached example uses February 19, 2016 as the hypothetical Pricing Date.

SCHEDULE 2.2(b)

Sale and Purchase of Assets Prior to Closing

Reference is made to Schedule 6.18 to the Merger Agreement (the "Investment Guidelines").

No security may be added to Exhibit A or Exhibit A-1 or A-2 without the Buyer Representative's written consent unless (1) such security constitutes an In Guideline Non-Agency Asset (as defined in the Investment Guidelines) that has been acquired by AMTG in accordance with Section 4 of the Investment Guidelines and (2) the addition of such security to such exhibit would not result in the aggregate market value of the Assets exceeding \$1.3 billion.

If Seller requests to add a security to Exhibit A or Exhibit A-1 or A-2 that cannot be so added without the Buyer Representative's written consent, the Buyer Representative will be required to consider such request in good faith; provided, however, in no event will the Buyer Representative be required to consent to such an addition if it would result in the aggregate market value of the Assets exceeding \$1.3 billion.

No security may be removed from Exhibit A or Exhibit A-1 or A-2 without the Buyer Representative's written consent if the removal of such security from such exhibit would result in the aggregate market value of the Assets being less than \$1.0 billion; provided, however, that notwithstanding the foregoing, any Asset may be removed from Exhibit A or Exhibit A-1 or A-2 without the Buyer Representative's written consent if such Asset was disposed of by AMTG in accordance with Section 4.c. of the Investment Guidelines.

SCHEDULE 3.3

No Violation

1. All agreements and related documents set forth in Schedule 3.4(b).

SCHEDULE 3.4(a)

Authorization and Consents

1. Master Repurchase and Securities Contract, dated as of May 4, 2012, as amended by Amendment Number 1 to Master Repurchase and Securities Contract, dated as of April 29, 2013, Amendment Number 2 to Master Repurchase and Securities Contract, dated as of May 21, 2014, Amendment Number 3 to Master Repurchase and Securities Contract, dated as of May 26, 2015, and Amendment Number 4 to Master Repurchase and Securities Contract, dated as of August 4, 2015, each by and among Wells Fargo Bank National Association and ARM I, LLC, ARM II, LLC, ARM Operating, LLC, ARM I QRS, Inc., and Apollo Residential Mortgage, Inc. (collectively, the "Wells Fargo Repurchase Agreement") and related documents.
2. Guarantee, by the Company in favor of Wells Fargo Bank, N.A., dated as of May 4, 2012 and relating to the Wells Fargo Repurchase Agreement.
3. Master Repurchase Agreement, by and between Wells Fargo Bank, N.A. and ARM I, LLC, dated as of July 27, 2011 ("Wells Fargo-ARM I Repurchase Agreement").
4. Guarantee, by the Company and in favor of Wells Fargo Bank, N.A., dated as of July 27, 2011 and relating to the Wells Fargo-ARM I Repurchase Agreement.
5. Master Repurchase Agreement, by and between Wells Fargo Bank, N.A. and ARM II, LLC, dated as of July 27, 2011 ("Wells Fargo-ARM II Repurchase Agreement").
6. Guarantee, by the Company and in favor of Wells Fargo Bank, N.A., dated as of July 27, 2011 and relating to the Wells Fargo-ARM II Repurchase Agreement.
7. Master Repurchase Agreement, by and between Wells Fargo Securities, LLC and ARM I, LLC, dated as of July 27, 2011 ("WFS-ARM I Repurchase Agreement").
8. Guarantee, by the Company and in favor of Wells Fargo Securities, LLC, dated as of July 27, 2011 and relating to the WFS-ARM I Repurchase Agreement.

SCHEDULE 3.4(b)

Repurchase Agreements

1. Master Repurchase Agreement, by and between Barclays Capital Inc. and ARM I, LLC, dated as of September 6, 2011 (“Barclays-ARM I Repurchase Agreement”).
2. Guarantee, by the Company in favor of Barclays Capital Inc., dated as of September 13, 2011 and relating to the Barclays-ARM I Repurchase Agreement.
3. Master Repurchase Agreement, by and between Barclays Capital Inc. and ARM II, LLC, dated as of September 6, 2011 (“Barclays-ARM II Repurchase Agreement”).
4. Guarantee, by the Company in favor of Barclays Capital Inc., dated as of September 6, 2011 and relating to the Barclays-ARM II Repurchase Agreement.
5. Master Repurchase Agreement, by and between Citigroup Global Markets Inc. and ARM I, LLC, dated as of July 27, 2011 (“Citigroup-ARM I Repurchase Agreement”).
6. Guarantee, by the Company in favor of Citigroup Global Markets Inc., dated as of July 27, 2011 and relating to the Citigroup-ARM I Repurchase Agreement.
7. Master Repurchase Agreement, by and between Citigroup Global Markets Inc. and ARM II, LLC, dated as of July 27, 2011 (the “Citigroup-ARM II Repurchase Agreement”).
8. Guarantee, by the Company in favor of Citigroup Global Markets Inc., dated as of July 27, 2011 and relating to the Citigroup-ARM II Repurchase Agreement.
9. Master Repurchase Agreement, by and between Credit Suisse Securities (USA) LLC and ARM II SPE, LLC, dated as of January 30, 2013 (“CS-ARM II SPE Repurchase Agreement”).
10. Guaranty, by the Company and ARM II, LLC in favor of Credit Suisse Securities (USA) LLC, dated as of January 30, 2013 and relating to the CS-ARM II SPE Repurchase Agreement.
11. Master Repurchase Agreement, by and between Credit Suisse Securities (USA) LLC and ARM I, LLC, dated as of July 27, 2011 (“CS-ARM I Repurchase Agreement”).
12. Master Repurchase Agreement, by and between Credit Suisse Securities (USA) LLC and ARM II, LLC, dated as of July 27, 2011 (“CS-ARM II Repurchase Agreement”).
13. Guaranty, by the Company in favor of Credit Suisse Securities (USA) LLC, dated as of July 27, 2011 and relating to the CS-ARM I Repurchase Agreement and the CS-ARM II Repurchase Agreement.

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14. Master Repurchase Agreement, by and between Goldman, Sachs & Co. and ARM I, LLC, dated as of July 28, 2011 ("GS-ARM I Repurchase Agreement").
 15. Master Repurchase Agreement, by and between Goldman, Sachs & Co. and ARM II, LLC, dated as of July 28, 2011 ("GS-ARM II Repurchase Agreement").
 16. Guarantee, by the Company in favor of Goldman, Sachs & Co., dated as of July 28, 2011 and relating to the GS-ARM I Repurchase Agreement and the GS-ARM II Repurchase Agreement.
 17. Master Repurchase Agreement, dated as of July 27, 2011, as amended by Amendment to Master Repurchase Agreement, dated as of September 20, 2011 and Amendment Number Two to Master Repurchase Agreement, by and between J.P. Morgan Securities LLC and ARM I, LLC, dated as of January 3, 2012, each, by and between J.P. Morgan Securities LLC and ARM I, LLC, (collectively, "JPM-ARM I Repurchase Agreement").
 18. Guarantee, by the Company, ARM Operating, LLC and ARM II, LLC in favor of J.P. Morgan Securities LLC, dated as of July 27, 2011 and relating to the JPM-ARM I Repurchase Agreement.
 19. Master Repurchase Agreement, dated as of July 27, 2011, as amended by, Amendment to Master Repurchase Agreement, dated as of September 20, 2011 and Amendment Number Two to Master Repurchase Agreement, dated as of January 3, 2012, each, by and between J.P. Morgan Securities LLC and ARM II, LLC ("JPM-ARM II Repurchase Agreement").
 20. Guarantee, by the Company, ARM Operating, LLC and ARM II, LLC in favor of J.P. Morgan Securities LLC, dated as of July 27, 2011 and relating to the JPM-ARM II Repurchase Agreement.
 21. Master Repurchase Agreement, by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated and ARM I, LLC, dated as of August 2, 2011 ("ML-ARM I Repurchase Agreement").
 22. Guarantee, by the Company in favor of Merrill Lynch, Pierce, Fenner & Smith Incorporated, dated as of August 2, 2011 and relating to the ML-ARM I Repurchase Agreement.
 23. Master Repurchase Agreement, by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated and ARM II, LLC, dated as of August 2, 2011 ("ML-ARM II Repurchase Agreement").
 24. Guarantee, by the Company in favor of Merrill Lynch, Pierce, Fenner & Smith Incorporated, dated as of August 2, 2011 and relating to the ML-ARM II Repurchase Agreement.

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25. Master Repurchase Agreement, dated as of July 27, 2011 as amended by Amendment Number One dated as of July 30, 2012, each by and between Nomura Securities International, Inc. and ARM I, LLC, ("Nomura-ARM I Repurchase Agreement").
 26. Guarantee, by the Company in favor of Nomura Securities International, Inc., dated as of July 27, 2011 and relating to the Nomura-ARM I Repurchase Agreement.
 27. Master Repurchase Agreement, dated as of August 24, 2011 as amended by Amendment dated as of August 24, 2011, each by and between BNP Paribas Securities Corporation and ARM I, LLC ("BNP-ARM I Repurchase Agreement").
 28. Guarantee, by the Company, ARM Operating, LLC, and ARM II, LLC in favor of BNP Paribas Securities Corporation, dated as of August 24, 2011 and relating to the BNP-ARM I Repurchase Agreement.
 29. Master Repurchase Agreement, dated as of August 24, 2011, as amended by Amendment dated as of May 20, 2015, each by and between BNP Paribas Securities Corporation and ARM II, LLC ("BNP-ARM II Repurchase Agreement").
 30. Guarantee, by the Company, ARM Operating, LLC, and ARM I, LLC in favor of BNP Paribas Securities Corporation, dated as of August 24, 2011 and relating to the BNP-ARM II Repurchase Agreement.
 31. Master Repurchase Agreement, by and between RBC (Barbados) Trading Bank Corporation and ARM II, LLC, dated as of October 28, 2013 ("RBCB-ARM II Repurchase Agreement").
 32. Guarantee, by the Company and ARM II, LLC in favor of RBC (Barbados) Trading Bank Corporation, dated as of October 28, 2013 and relating to the RBCB-ARM II Repurchase Agreement.
 33. Master Repurchase Agreement, by and between Royal Bank of Canada and ARM I, LLC, dated as of July 13, 2012 ("RBC-ARM I Repurchase Agreement"), and Amendment Number One dated as of July 13, 2012.
 34. Guarantee, by the Company and ARM II, LLC in favor of Royal Bank of Canada, dated as of July 13, 2012 and relating to the RBC-ARM I Repurchase Agreement.
 35. Master Repurchase Agreement, by and between Royal Bank of Canada and ARM II, LLC, dated as of July 13, 2012 ("RBC-ARM II Repurchase Agreement"), and Amendment Number One dated as of July 13, 2012.
 36. Guarantee, by the Company and ARM I, LLC in favor of Royal Bank of Canada, dated as of July 13, 2012 and relating to the RBC-ARM II Repurchase Agreement.
 37. Global Master Repurchase Agreement, by and among UBS AG, London Branch, ARM I, LLC, ARM II, LLC and ARM II SPE, LLC, dated as of August 11, 2014 (the "UBS").

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- Repurchase Agreement”) and related Confirmation, by and among UBS AG, London Branch, ARM I, LLC, ARM II, LLC and ARM II SPE, LLC, dated as of August 11, 2014 (the “Confirmation”).
38. Guarantee, by the Company in favor of UBS AG, London Branch, dated as of August 11, 2014 and relating to the UBS Repurchase Agreement.
 39. Master Repurchase Agreement, by and between UBS Securities LLC and ARM I, LLC, dated as of January 5, 2012 (“UBS-ARM I Repurchase Agreement”).
 40. Master Repurchase Agreement, by and between UBS Securities LLC and ARM II, LLC (“UBS-ARM II Repurchase Agreement”).
 41. Guarantee, by the Company and in favor of UBS Securities LLC and relating to the UBS-ARM I Repurchase Agreement and UBS-ARM II Repurchase Agreement.
 42. Master Repurchase and Securities Contract, dated as of May 4, 2012, as amended by Amendment Number 1 to Master Repurchase and Securities Contract, dated as of April 29, 2013, Amendment Number 2 to Master Repurchase and Securities Contract, dated as of May 21, 2014, Amendment Number 3 to Master Repurchase and Securities Contract, dated as of May 26, 2015, and Amendment Number 4 to Master Repurchase and Securities Contract, dated as of August 4, 2015, each by and among Wells Fargo Bank National Association and ARM I, LLC, ARM II, LLC, ARM Operating, LLC, ARM I QRS, Inc., and Apollo Residential Mortgage, Inc. (collectively, the “Wells Fargo Repurchase Agreement”) and related documents.
 43. Guarantee, by the Company in favor of Wells Fargo Bank, N.A., dated as of May 4, 2012 and relating to the Wells Fargo Repurchase Agreement.
 44. Master Repurchase Agreement, by and between Wells Fargo Bank, N.A. and ARM I, LLC, dated as of July 27, 2011 (“Wells Fargo-ARM I Repurchase Agreement”).
 45. Guarantee, by the Company and in favor of Wells Fargo Bank, N.A., dated as of July 27, 2011 and relating to the Wells Fargo-ARM I Repurchase Agreement.
 46. Master Repurchase Agreement, by and between Wells Fargo Bank, N.A. and ARM II, LLC, dated as of July 27, 2011 (“Wells Fargo-ARM II Repurchase Agreement”).
 47. Guarantee, by the Company and in favor of Wells Fargo Bank, N.A., dated as of July 27, 2011 and relating to the Wells Fargo-ARM II Repurchase Agreement.
 48. Master Repurchase Agreement, by and between Wells Fargo Securities, LLC and ARM I, LLC, dated as of July 27, 2011 (“WFS-ARM I Repurchase Agreement”).
 49. Guarantee, by the Company and in favor of Wells Fargo Securities, LLC, dated as of July 27, 2011 and relating to the WFS-ARM I Repurchase Agreement.

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of February 26, 2016 (this "Agreement"), by and between Athene USA Corporation, an Iowa corporation ("Athene"), and Apollo Commercial Real Estate Finance, Inc., a Maryland corporation ("ARI").

RECITALS

WHEREAS, ARI has entered into that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), with Apollo Residential Mortgage, Inc., a Maryland corporation ("AMTG"), and Arrow Merger Sub, Inc., a Maryland corporation and wholly-owned Subsidiary (as defined below) of ARI ("Merger Sub"), pursuant to which AMTG will merge with Merger Sub (the "First Merger"), with AMTG surviving the First Merger as a Subsidiary of ARI and, immediately thereafter, AMTG will merge with and into ARI (the "Second Merger" and, together with the First Merger, the "Mergers") with ARI surviving the Second Merger (the date on which the Mergers occur being referred to herein as the "Merger Closing Date");

WHEREAS, ARI has entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), with one or more Subsidiaries of Athene, pursuant to which such one or more Subsidiaries will purchase from ARI or one or more of its Subsidiaries, and ARI and its Subsidiaries will sell to such one or more Subsidiaries of Athene, certain assets, upon the terms and subject to the conditions therein;

WHEREAS, on the date hereof, Athene has delivered that certain debt commitment letter to ARI, pursuant to which, upon the terms and subject to the conditions set forth therein, ARI may draw up to \$200,000,000 (subject to potential reduction pursuant to the terms thereof) under a term facility (the "Loan Agreement") which would be provided pursuant to the debt commitment letter; and

WHEREAS, in connection with the execution of the Asset Purchase Agreement and the commitment letter, Athene and ARI desire to enter into this Agreement to provide for the purchase of ARI Common Stock by Athene or one or more of its Subsidiaries, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions and Rules of Construction1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

“10b5-1 Plan” means a purchase plan established for purposes of complying with Rule 10b5-1, substantially in the form attached as Exhibit A hereto (subject to such changes as may be reasonably requested by the applicable Agent or, upon ARI’s prior written consent (which is not to be unreasonably withheld, delayed or conditioned), Athene).

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise; provided, however, for purposes of this Agreement, neither ARI nor any Subsidiary thereof shall constitute an Affiliate of Athene and neither Athene nor any Subsidiary thereof shall constitute an Affiliate of ARI.

“Agent” has the meaning set forth in Section 3.2.

“Agreement” means this Stock Purchase Agreement, as it may be amended from time to time in accordance with Section 5.5.

“AMTG” has the meaning set forth in the Preamble.

“Ancillary Documents” means the agreements and other documents contemplated by this Agreement, including each 10b5-1 Plan.

“ARI” has the meaning set forth in the Preamble.

“ARI Common Stock” means the common stock of ARI, par value \$0.01 per share.

“Asset Purchase Agreement” has the meaning set forth in the Recitals.

“Assets” has the meaning set forth in the Asset Purchase Agreement.

“Athene” has the meaning set forth in the Preamble.

“Business Day” means any day other than a Saturday, Sunday or day on which banks are closed in New York, New York. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

“Buyers” has the meaning set forth in the Asset Purchase Agreement and, for purposes of this Agreement, shall include any assignee thereof.

“Conditional Amount” means (i) from the Purchase Period Start Date through the third (3rd) Business Day after the Merger Closing Date, \$5,000,000 and (ii) after the third (3rd) Business Day following the Merger Closing Date, \$0; provided that if the Minimum Purchase occurs on or prior to the third (3rd) Business Day following the Merger Closing Date and Athene has delivered notice thereof to each Agent on the date that the Minimum Purchase occurs, then, from and after the date of the Minimum Purchase, the Conditional Amount shall be \$20,000,000.

“Consent” has the meaning set forth in Section 2.1(d)(i).

“Contract” means any legally binding contract, agreement, license, lease, commitment, understanding or other obligation, whether oral or written.

“First Merger” has the meaning set forth in the Recitals.

“First Open Trading Day” means the first Business Day occurring on or after the Proxy Mailing Date on which the directors and executive officers of ARI are permitted to purchase and sell ARI Common Stock.

“Governmental Entity” means any court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, whether foreign, federal, state, local or supernational.

“Law” means any statute, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity having the effect of law.

“Litigation” means any claim, action, suit, arbitration, alternative dispute resolution action or other judicial or administrative proceeding, in Law or equity.

“Loan Agreement” has the meaning set forth in the Recitals.

“Maximum Amount” means an amount equal to the lesser of (i) \$210,000,000 minus the amount outstanding under the Loan Agreement from time to time, and (ii) the Conditional Amount, excluding any amounts payable in respect of commissions.

“Merger Agreement” has the meaning set forth in the Recitals.

“Merger Closing Date” has the meaning set forth in the Recitals.

“Mergers” has the meaning set forth in the Recitals.

“Minimum Purchase” means the purchase by the Buyers of, or the Buyers’ failure to purchase when required by the Asset Purchase Agreement, Assets having an aggregate market value of at least \$500,000,000 pursuant to the Asset Purchase Agreement.

“Person” or “person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, person (including a “person” as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) or other entity or organization.

“Principal Market” means the New York Stock Exchange or, if the ARI Common Stock is not quoted on the New York Stock Exchange, the principal national securities exchange on which the ARI Common Stock is listed.

“Proxy Mailing Date” means the date on which the Proxy Statement (as defined in the Merger Agreement) is first mailed to the stockholders of AMTG.

“Purchase Period” means the period commencing on the first day following the Purchase Period Start Date and continuing through the end of the thirtieth (30th) Trading Day following the Purchase Period Start Date.

“Purchase Period Start Date” means the date of the latest to occur of (i) the Merger Closing Date, (ii) the date on which the conditions set forth in the Asset Purchase Agreement to the obligation of the Buyers to consummate the transactions contemplated by the Asset Purchase Agreement have been satisfied, and (iii) the date on which the conditions set forth in the Loan Agreement to the obligation of Athene to extend the financing pursuant to the Loan Agreement have been satisfied.

“Purchased Shares” means those shares of ARI Common Stock purchased by Athene (or its Subsidiaries) pursuant to a 10b5-1 Plan adopted in accordance with this Agreement.

“Rule 10b-18” means Rule 10b-18 as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“Rule 10b5-1” means Rule 10b5-1 as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“Second Merger” has the meaning set forth in the Recitals.

“Subsidiary” or “Subsidiaries”, when used with respect to any Person, means any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, that (x) is consolidated with such Person for financial reporting purposes under GAAP, or (y) of which (i) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect the board of directors or others governing body with respect to such corporation or other organization is, at the time of determination, directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries or (ii) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

“Trading Day” means any day on which the Principal Market is open for business and the ARI Common Stock trades regular way on the Principal Market.

1.2 Rules of Construction.

Unless the context otherwise requires:

-
- (a) a capitalized term has the meaning assigned to it;
 - (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with United States generally accepted accounting principles;
 - (c) references in the singular or to “him,” “her,” “it,” “itself,” or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be;
 - (d) references to Articles, Sections, Exhibits and Schedules shall refer to articles, sections, exhibits and schedules of this Agreement, unless otherwise specified;
 - (e) a reference herein to any party to this Agreement or any other agreement or document shall be deemed to refer to any Person that becomes (or became, if applicable) a successor or permitted assign of such party, upon the occurrence thereof;
 - (f) a reference herein to any agreement (including this Agreement) or other document shall be to such agreement or other document (together with the schedules, exhibits and other attachments thereto) as it may have been or may hereafter be amended, modified, supplemented, waived or restated from time to time in accordance with its terms, the terms hereof (if applicable thereto) and the terms of the Asset Purchase Agreement (if applicable thereto);
 - (g) the headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof;
 - (h) this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party that drafted and caused this Agreement to be drafted;
 - (i) all monetary figures shall be in United States dollars unless otherwise specified; and
 - (j) references to “including” in this Agreement shall mean “including, without limitation,” whether or not so specified.

ARTICLE II
Representations and Warranties

2.1 Representations and Warranties of Athene. Athene hereby represents and warrants to ARI that:

(a) Organization and Power. Athene is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of organization. Athene has full power and authority to execute, deliver and perform this Agreement and the Ancillary Documents to which it is a party and to consummate the transactions contemplated hereby and

thereby. Athene has all power and authority, and possesses all governmental licenses and permits, necessary to enable it to own or lease and to operate its properties and assets and carry on its business as currently conducted, except such power, authority, licenses and permits the absence of which do not and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

(b) Authorization and Enforceability. The execution and delivery of this Agreement and the Ancillary Documents to which Athene is a party and the performance by Athene of the transactions contemplated hereby and thereby that are required to be performed by Athene have been duly authorized by Athene and no other corporate proceedings on the part of Athene are necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents to which Athene is a party with respect to the consummation of the transactions contemplated hereby and thereby. This Agreement and each of the Ancillary Documents to be executed and delivered by Athene have been duly authorized, executed and delivered by Athene. Assuming the due authorization, execution and delivery of this Agreement by ARI, this Agreement constitutes, and assuming the due authorization, execution and delivery of each Ancillary Document to which Athene is a party by each other party thereto, such Ancillary Document constitutes, a valid and legally binding agreement of Athene enforceable against Athene in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) No Violation. The execution and delivery by Athene of this Agreement and the Ancillary Documents to which Athene is a party, the consummation of the transactions contemplated hereby and thereby that are required to be performed by Athene and the compliance with the terms of this Agreement and the Ancillary Documents to which Athene is a party will not (a) conflict with or violate any provision of the certificate of incorporation, bylaws or equivalent organizational documents of Athene, or (b) conflict with or violate in any material respect any Law applicable to Athene or by which its properties are bound or affected. Neither Athene nor its Affiliates are subject to any Contract that would or would reasonably be expected to prevent or materially delay Athene's ability to purchase the Purchased Shares or otherwise consummate the transactions contemplated hereby.

(d) Authorizations and Consents.

(i) No consents, licenses, approvals or authorizations of, or registrations, declarations or filings with, any Governmental Entity or other Person ("Consents") are required to be obtained or made by Athene in connection with the execution, delivery and performance of this Agreement or any Ancillary Documents to which Athene is, or is to be, a party or the consummation by Athene of the transactions contemplated hereby or thereby, and except for those for which the failure to obtain such Consents would not and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

(ii) None of the execution, delivery or performance of this Agreement by Athene, the consummation by Athene of the transactions contemplated hereby or the compliance by Athene with any of the provisions of this Agreement will accelerate the

performance required by, result in any termination, cancellation or modification of, or loss of benefit under, or violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including, but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which Athene is a party.

(e) Sufficiency of Funds. Athene has, and at all times during the Purchase Period, will have access to sufficient funds to consummate the transactions contemplated hereby and to satisfy its obligations under this Agreement.

(f) Disclaimer. Notwithstanding anything to the contrary contained in this Agreement, neither Athene nor any of its Affiliates, representatives or advisors has made, or shall be deemed to have made, to ARI or any other Person any representation or warranty other than those expressly made by Athene in this Section 2.1.

2.2 Representations and Warranties of ARI. ARI hereby represents and warrants to Athene that:

(a) Organization and Power. ARI is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of organization. ARI has full power and authority to execute, deliver and perform this Agreement and the Ancillary Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. ARI has all power and authority, and possesses all governmental licenses and permits, necessary to enable it to own or lease and to operate its properties and assets and carry on its business as currently conducted, except such power, authority, licenses and permits the absence of which do not and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

(b) Authorization and Enforceability. The execution and delivery of this Agreement and the Ancillary Documents to which ARI is a party and the performance by ARI of the transactions contemplated hereby and thereby that are required to be performed by ARI have been duly authorized by ARI and no other corporate proceedings on the part of ARI are necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents to which ARI is a party with respect to the consummation of the transactions contemplated hereby and thereby. This Agreement and each of the Ancillary Documents to be executed and delivered by ARI have been duly authorized, executed and delivered by ARI. Assuming the due authorization, execution and delivery of this Agreement by Athene, this Agreement constitutes, and assuming the due authorization, execution and delivery of each Ancillary Document to which ARI is a party by each other party thereto, such Ancillary Document constitutes, a valid and legally binding agreement of ARI enforceable against ARI in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Authorizations and Consents.

(i) No Consents are required to be obtained or made by ARI in connection with the execution, delivery and performance of this Agreement or any

Ancillary

Documents to which ARI is, or is to be, a party or the consummation by ARI of the transactions contemplated hereby or thereby, and except for those for which the failure to obtain such Consents would not and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

(ii) None of the execution, delivery or performance of this Agreement by ARI, the consummation by ARI of the transactions contemplated hereby or the compliance by ARI with any of the provisions of this Agreement will accelerate the performance required by, result in any termination, cancellation or modification of, or loss of benefit under, or violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including, but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which ARI is a party.

(d) No Violation. The execution and delivery by ARI of this Agreement and the Ancillary Documents to which ARI is a party, the consummation of the transactions contemplated hereby and thereby that are required to be performed by ARI and the compliance with the terms of this Agreement and the Ancillary Documents to which ARI is a party will not (a) conflict with or violate any provision of the charter or bylaws of ARI, or (b) conflict with or violate in any material respect any Law applicable to ARI or by which its properties are bound or affected.

(e) Other. The representations and warranties set forth in Sections 4.6, 4.7, 4.8, 4.9, 4.12, 4.13, 4.14 and 4.15 of the Merger Agreement are true and correct.

(f) Disclaimer. Notwithstanding anything to the contrary contained in this Agreement, neither ARI nor any of its Affiliates, representatives or advisors has made, or shall be deemed to have made, to Athene or any other Person any representation or warranty other than those expressly made by ARI in this Section 2.2.

ARTICLE III
Commitment to Purchase ARI Common Stock

3.1 Purchase of ARI Common Stock. Subject to the last sentence of this Section 3.1, Athene hereby agrees and irrevocably commits to purchase (or cause one or more of its Subsidiaries to purchase) shares of ARI Common Stock during the Purchase Period if, at any time and from time to time during the Purchase Period, the quoted price of the ARI Common Stock on the New York Stock Exchange (or, if the ARI Common Stock is not quoted on the New York Stock Exchange, the principal national securities exchange on which the ARI Common Stock is listed) is less than the Parent Common Stock Per Share Value (as defined in the Merger Agreement); provided, however, in no event shall Athene or its Subsidiaries, or any Agent acting on behalf of Athene or its Subsidiaries, be required to purchase any shares of ARI Common Stock pursuant to this Agreement if at any time the aggregate amount of ARI Common Stock purchased by Athene, its Subsidiaries and any Agent acting on behalf of Athene or any of its Subsidiaries under this Agreement is in excess of the Maximum Amount at such time; provided, further, that in no event shall Athene or any of its Subsidiaries or any Agent acting on behalf of Athene or any of its Subsidiaries be required to purchase shares of ARI Common Stock to the

extent any such purchase would cause Athene or such Subsidiary or any Agent acting on behalf of Athene or any of its Subsidiaries to exceed the aggregate amount of ARI Common Stock that Athene is permitted to own pursuant to ARI's charter and bylaws as in effect from time to time. All such purchases of ARI Common Stock shall be made in the open market at the then-current market price for shares of ARI Common Stock and shall be made only in accordance with the limitations and restrictions of Rule 10b-18 and any other restrictions imposed by either applicable Law or the terms of a 10b5-1 Plan. In no event shall Athene be required to purchase any ARI Common Stock pursuant to this Agreement if (i) the Merger Closing Date has not occurred by the Second Outside Date (as defined in the Merger Agreement), (ii) the conditions set forth in the Asset Purchase Agreement to the obligation of the Buyers (as defined in the Asset Purchase Agreement) to consummate the transactions contemplated by the Asset Purchase Agreement have not been satisfied or waived, or (iii) the conditions set forth in the Loan Agreement to the obligation of Athene to extend the financing pursuant to the Loan Agreement have not been satisfied or waived.

3.2 Stock Purchase Plan. In order to fulfill Athene's purchase obligations described in Section 3.1, Athene shall, on or as promptly as practicable following the First Open Trading Day, adopt, enter into and not withdraw, terminate or take any action that would result in the termination of, a 10b5-1 Plan with one or more broker-dealers or other agents (any such broker-dealer, an "Agent"), except to the extent any such withdrawal, termination or action is required to comply with or avoid a violation of Rule 10b5-1. Prior to the date of the First Open Trading Day, ARI shall advise Athene in writing of the occurrence of the First Open Trading Day.

3.3 Certain Restrictions. Athene hereby agrees that, subject to the last sentence of this Section 3.3, for a period of 180 days following the purchase of any Purchased Share pursuant to this Agreement, it will not, and it will cause its Subsidiaries not to, directly or indirectly (alone or in concert with others) (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise transfer or dispose of such Purchased Share or any securities convertible into or exchangeable or exercisable for such Purchased Share, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, any of the economic consequence of ownership of such Purchased Share, whether any such swap or transaction is to be settled by delivery of such Purchased Share or other securities, in cash or otherwise. The foregoing restrictions are expressly agreed to preclude Athene and its Subsidiaries from engaging in any hedging or other transaction which is designed to or reasonably expected to lead to or result in a sale or disposition of the Purchased Shares even if such securities would be disposed of by someone other than Athene or an Affiliate thereof. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put option or put equivalent position or call option or call equivalent position) with respect to any of the Purchased Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Purchased Shares. This Section 3.3 shall not restrict any sale or other transfer of any Purchased Share to any of Athene's Subsidiaries or to the extent required by any Governmental Entity.

ARTICLE IV
Additional Agreements

4.1 Consents and Approvals. Athene shall use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable under applicable Law or pursuant to any Contract to consummate and make effective, as promptly as practicable, the transactions contemplated hereby, including (i) obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Entities necessary in connection with entering into this Agreement, any 10b5-1 Plan and the making of all necessary registrations and filings (including filings with Governmental Entities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity necessary in connection with this Agreement, any 10b5-1 Plan and the consummation of the transactions contemplated hereby and thereby, and (ii) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

4.2 Limitations on Purchases of ARI Common Stock. ARI shall not, and it shall cause each of its “affiliated purchasers” (as defined in Rule 10b-18) not to, directly or indirectly, purchase, offer to purchase or place any bid or limit order for the purchase of any ARI Common Stock or any securities convertible or exchangeable into or exercisable for, or the value of which is derived from, ARI Common Stock during the Purchase Period, except for any purchases made by Athene or a Subsidiary thereof pursuant to a 10b5-1 Plan contemplated hereby and otherwise pursuant to this Agreement.

4.3 Disclosure. From and after the date hereof, so long as this Agreement is in effect, Athene will not issue any press release, public statement or other disclosure to a third party with respect to this Agreement without the prior consent of ARI (which consent shall not be unreasonably withheld, conditioned or delayed), and ARI will not issue, or consent to the issuance by AMTG or any other Person of, any press release, public statement or other disclosure to a third party, including the information supplied by or on behalf of ARI for inclusion or incorporation by reference in the Proxy Statement (as defined in the Merger Agreement), with respect to the Asset Purchase Agreement, the Loan Agreement, this Agreement or Athene or any Subsidiary thereof without the prior written consent of Athene (which consent shall not be unreasonably withheld, conditioned or delayed), unless such party determines, after consultation with outside counsel, that it is required by applicable Law or by any listing agreement with or the listing rules of the New York Stock Exchange or other exchange to issue or cause the publication of any press release or other announcement or disclosure with respect to the Mergers, this Agreement, the Asset Purchase Agreement or the Loan Agreement in which event such party shall endeavor, on a basis reasonable under the circumstances, to provide a meaningful opportunity to the other party to review and comment upon such press release or other announcement or disclosure (including the Proxy Statement) and shall accept all reasonable additions, deletions or changes suggested thereto. For the avoidance of doubt and subject to the preceding sentence, ARI and Athene agree that ARI will disclose in the Proxy Statement Athene’s intention to establish the 10b5-1 Plan for the acquisition of ARI Common Stock as contemplated hereby.

4.4 Information to Agent. To the extent requested by Athene, ARI shall, prior to 8:00 a.m., New York City time on the first day of the Purchase Period, provide to Athene all information, other than publicly reported trading volumes, necessary for the Agent to calculate the maximum number of shares of ARI Common Stock that may be purchased as of the first day of the Purchase Period in accordance with the volume condition set forth in Rule 10b-18.

4.5 Notices to Agent.

(a) ARI shall notify each Agent in writing of the occurrence of the Purchase Period Start Date on, and in no event prior to, the Purchase Period Start Date.

(b) On any day in which the amount outstanding under the Loan Agreement is reduced, Athene shall notify each Agent in writing of such reduced outstanding amount; provided, that Athene shall not be required to deliver such notice if the amount outstanding under the Loan Agreement immediately prior to such reduction is less than or equal to \$190,000,000.

(c) ARI shall notify each Agent in writing upon the occurrence of the Minimum Purchase on, and in no event prior to, the date on which the Minimum Purchase occurs.

(d) ARI shall notify each Agent in writing upon the occurrence of the Merger Closing Date on, and in no event prior to, the date on which the Merger Closing Date occurs.

ARTICLE V
Miscellaneous

5.1 Notices.

All notices, requests, claims, consents, demands and other communications hereunder shall be in writing and shall be deemed given if delivered to the applicable party (i) personally (notice deemed given upon receipt), (ii) telecopied (notice deemed given upon confirmation of receipt), (iii) sent by a nationally recognized overnight courier service, such as Federal Express (notice deemed given upon receipt of proof of delivery) or (iv) electronic mail (provided, that any such transmission by electronic mail shall be followed by a copy delivered in accordance with the foregoing clauses (i) or (iii)) (notice deemed given on the date sent if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient). All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice, and a copy of each notice shall also be sent via e-mail.

If to ARI: Apollo Commercial Real Estate Finance, Inc.
c/o Apollo Global Management, LLC
9 W. 57th Street, 43rd Floor
New York, NY 10019
Attn: Stuart A. Rothstein
Fax: (646) 219-3826
Email: srothstein@apollofp.com

With a copy (which shall not constitute notice) to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attn: Steven Epstein, Esq.
Abigail Bomba, Esq.
Fax: (212) 859-4000
Email: steven.epstein@friedfrank.com
abigail.bomba@friedfrank.com

If to Athene:

Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attn: James Belardi
Fax: (310) 698-4481
Email: jbelardi@athene.com

With a copy (which shall not constitute notice) to:

Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attn: Legal Department
Fax: (310) 698-4481
Email: legal@athene.com

5.2 Governing Law.

This Agreement shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

5.3 Entire Agreement.

This Agreement, together with the Ancillary Documents, constitute the entire agreement of the parties relating to the subject matter hereof and supersede all prior contracts or agreements, whether oral or written.

5.4 Severability.

Should any provision of this Agreement or the application thereof to any Person or circumstance be held invalid or unenforceable to any extent: (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall

be enforced to the greatest extent permitted by Law, (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other Persons or circumstances, or (ii) in any other jurisdiction, and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Agreement.

5.5 Amendment.

Except as set forth in Section 5.16, neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented or modified orally, but only by an instrument in writing signed by Athene and ARI; provided, that the observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver.

5.6 Effect of Waiver or Consent.

No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. No single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce any right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

5.7 Parties in Interest; Limitation on Rights of Others.

The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the parties hereto and their respective legal representatives, successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise.

5.8 Assignability.

This Agreement shall not be assigned by any party without the prior written consent of the other party hereto; provided, however, that Athene may assign this Agreement to any Subsidiary thereof without ARI's consent, it being understood that any such assignment shall not release Athene from any of its obligations under this Agreement.

5.9 Jurisdiction; Court Proceedings; Waiver of Jury Trial

Any Litigation against any party to this Agreement arising out of or in any way relating to this Agreement shall be brought in any federal or state court located in the State of Delaware in New Castle County and each of the parties hereby submits to the exclusive

jurisdiction of such courts for the purpose of any such Litigation; provided, that a final judgment in any such Litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. **Each party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such Litigation in any federal or state court located in the State of Delaware in New Castle County, (b) any claim that any such Litigation brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such Litigation.** To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Litigation in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein. **Each party irrevocably and unconditionally waives any right to a trial by jury and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any Litigation.**

5.10 No Other Duties.

The only duties and obligations of the parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations shall be implied in fact, Law or equity, or under any principle of fiduciary obligation.

5.11 Reliance on Counsel and Other Advisors.

Each party has consulted such legal, financial, technical or other expert as it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

5.12 Remedies.

All remedies, either under this Agreement or by Law or otherwise afforded to the parties hereunder, shall be cumulative and not alternative, and any Person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of this Agreement and to exercise all other rights granted by Law, equity or otherwise.

5.13 Specific Performance.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties agree that, in addition to any other remedies, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance. Each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

5.14 Counterparts.

This Agreement may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

5.15 Further Assurance.

If at any time after the date hereof any further action is necessary or desirable to fully effect the transactions contemplated hereby or any other of the Ancillary Documents, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request.

5.16 Termination.

This Agreement shall terminate automatically without any act or deed of either party upon the Asset Purchase Agreement or the Merger Agreement being terminated in accordance with its terms; provided, however, that this Agreement shall not terminate automatically upon the termination of the Asset Purchase Agreement by ARI pursuant to Section 10.1(d) or 10.1(e) of the Asset Purchase Agreement.

(signature pages follow)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

ATHENE USA CORPORATION

By: Athene Asset Management, L.P., its investment advisor

By: AAM GP Ltd., its General Partner

By: /s/ James R. Belardi

Name: **James R. Belardi**

Title: Chief Executive Officer

[Signature Page to Stock Purchase Agreement]

APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.

By: /s/ Stuart A. Rothstein
Name: Stuart A. Rothstein
Title: President and Chief Executive Officer

[Signature Page to Stock Purchase Agreement]

**FORM OF
10b5-1 PURCHASE PLAN AGREEMENT**

[], 2016

Purchaser:

This letter agreement (this "Letter Agreement") confirms the terms and conditions under which Athene USA Corporation (the "Purchaser") hereby establishes a plan (the "Plan") to purchase shares of common stock, par value \$0.01 (the "Securities"), of Apollo Commercial Real Estate Finance, Inc. (the "Issuer"), and under which J.P. Morgan Securities LLC ("JPMS") will act as its exclusive agent to execute the Plan.

1. Appointment of JPMS. The Purchaser hereby appoints JPMS as its exclusive agent to purchase Securities pursuant to the Plan. It is the Purchaser's intention that such purchases benefit from the safe harbor provided by Rule 10b-18 ("Rule 10b-18") and the affirmative defense provided by Rule 10b5-1 ("Rule 10b5-1") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that the Plan and the transactions contemplated hereby comply with the requirements of paragraph (c)(1)(i)(B) of Rule 10b5-1, and the Purchaser acknowledges that the Purchaser may be an "affiliated purchaser" of the Issuer, as such term is defined in Rule 10b-18. Accordingly, the Purchaser hereby agrees that the terms of this Letter Agreement and the Plan shall be interpreted to comply with the requirements of such paragraph (c)(1)(i)(B) and that it shall not take, nor permit any person or entity under its control to take, any action that could jeopardize the availability of Rule 10b-18 for purchases of Securities under the Plan or result in such purchases not so complying with the requirements of such paragraph (c)(1)(i)(B). JPMS agrees that it shall use good faith efforts to execute all purchases of Securities under this Letter Agreement in accordance with the timing, price and volume restrictions contained in subparagraphs (2), (3) and (4) of paragraph (b) of Rule 10b-18, taking into account the rules and practices of the principal exchange on which the Securities are traded (the "Principal Market"), it being understood that JPMS shall not be responsible for delays between the execution and reporting of a trade in the Securities, any reporting errors of the Principal Market or third party reporting systems or other circumstances beyond JPMS's control.
2. Term.
 - (a) JPMS is authorized to commence purchasing Securities on the first day following the Purchase Period Start Date (as defined in Annex A) provided that the Issuer delivers written notice of the Purchase Period Start Date to JPMS on the Purchase Period Start Date (the "Start Date"), and this Letter Agreement and the Plan shall terminate upon the earliest of (the period from and including the Start Date to such termination, the "Plan Period"):
 - (i) the expiration of the Purchase Period (as defined in Annex A);

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- (ii) the completion of all purchases contemplated by the Plan;
 - (iii) subject to Section 11 below, the receipt by either party from the other of written notice of termination;
 - (iv) the existence of any legal or regulatory restriction that would prohibit any purchase pursuant to the Plan;
 - (v) the public announcement (as defined in Rule 165(f) under the Securities Act of 1933, as amended) of any merger, acquisition, or similar transaction relating to the Issuer (other than any merger, acquisition, or similar transaction publicly announced prior to the Start Date) and any such transaction in which the Issuer is the acquiring party and the consideration consists solely of cash and there is no valuation period);
 - (vi) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or the Purchaser under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official with respect to the Issuer or the Purchaser, or the taking of any corporate action by the Issuer or the Purchaser to authorize or commence any of the foregoing;
 - (vii) the failure of the Purchaser to comply with Section 7 hereof;
 - (viii) the failure of the Issuer to provide notice of the Purchase Period Start Date to JPMS on the Purchase Period Start Date; and
 - (ix) any delay of the Purchase Period Start Date caused by or within the sole control of the Purchaser or as a result of sole consent provided by the Purchaser or any amendment to any of the Merger Agreement, the Asset Purchase Agreement or the Loan Agreement (each as defined in Annex A) in the Purchaser's discretion or sole control or with the Purchaser's sole consent causing a delay with respect to the Purchase Period Start Date or the Asset Purchase (as defined in Annex A).
- (b) If, as contemplated by paragraph (a)(iv) of this Section 2, at any time during the term of this Letter Agreement, any legal or regulatory restriction that is applicable to the Issuer, the Purchaser or the affiliates of the Issuer or the Purchaser would prohibit any purchase pursuant to the Plan, the Purchaser shall give JPMS notice of such restriction as soon as practicable (such notice, a "Required Termination Notice"). Such notice shall not include any information about the nature of the restriction or its applicability to the relevant entity.
- (c) The Purchaser shall be solely responsible for any purchases made by JPMS as the Purchaser's agent prior to the termination of the Plan. In addition, if JPMS receives notice of termination (including any Required Termination Notice) or of any of the termination events listed above, JPMS shall nevertheless be entitled to make, and the Purchaser shall be solely responsible for, a purchase hereunder pursuant to a bid made before such notice was received by JPMS.

(d) Sections 7 and 10 of this Letter Agreement shall survive any termination hereof.

3. Purchases Outside Plan. The Purchaser (a) agrees that it shall not and (b) represents and warrants that it has agreed with the Issuer that the Issuer shall not, and the Issuer shall cause each of its “affiliated purchasers” (as defined in Rule 10b-18) not to, directly or indirectly (including in any similar purchase plan or any derivative transaction) purchase, offer to purchase or place any bid or limit order for the purchase of any Securities or any securities convertible or exchangeable into or exercisable for, or the value of which is derived from, the Securities during the Plan Period except under the Plan pursuant to this Letter Agreement. If the Purchaser becomes aware that the Issuer or any other affiliated purchaser of the Issuer has taken any such action during the Plan Period, the Purchaser shall so notify JPMS as soon as practicable.

4. Purchasing Procedures.

(a) On each Trading Day during the Plan Period on which no Market Disruption Event (as defined below) occurs, JPMS shall use commercially reasonable efforts to purchase as agent for the Purchaser and for the account of the Purchaser the lesser of (i) the maximum number of Securities that the Purchaser could purchase on such Trading Day in accordance with the volume condition set forth in Rule 10b-18 and (ii) the number of Securities, if any, that JPMS is able, subject to market conditions and principles of best execution, to purchase as agent for the Purchaser and for the account of the Purchaser on such Trading Day using commercially reasonable means in accordance with the Plan guidelines set forth in Annex A hereto. JPMS may purchase Securities on the Principal Market, any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Any numbers of Securities to be purchased (and any corresponding purchase price limits or ranges) set forth in Annex A shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Securities or any change in capitalization with respect to the Issuer or any similar event that occurs during the term of this Letter Agreement, as determined by JPMS in good faith and a commercially reasonable manner.

A “Trading Day” is any day that the Principal Market is open for business and the Securities trade regular way on the Principal Market.

“Market Disruption Event” means that (i) there occurs any material (as reasonably determined by JPMS) suspension of or limitation on trading by the Principal Market, (ii) there occurs any event that materially (as reasonably determined by JPMS) disrupts or impairs the ability of market participants in general to effect transactions in or obtain market values for the Securities or futures or options contracts on the Securities or (iii) the Principal Market closes prior to its scheduled closing time for such Trading Day.

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- (b) In the event that JPMS, in its discretion, determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related internal policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by JPMS) for JPMS to refrain from purchasing Securities or to purchase fewer than the number of Securities otherwise specified in the instructions provided by the Purchaser on any day, then JPMS may, in its sole discretion, elect that the number of Securities purchased shall be reduced for such day to an amount determined by JPMS in its discretion.
- (c) Any Securities purchased pursuant to the Plan shall be purchased under ordinary principles of best execution at the then-prevailing market price. Subject to the terms of the Plan as set forth herein (including Annex A hereto), JPMS shall have full discretion with respect to the execution of all purchases, and the Purchaser acknowledges and agrees that the Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether purchases of Securities are affected pursuant to the Plan. The Purchaser acknowledges and agrees that, in purchasing Securities pursuant to the Plan, JPMS will be an independent contractor and will not be acting as the Purchaser's trustee or fiduciary or in any similar capacity.
5. Payment for and Delivery of Purchased Securities Payment for Securities purchased, together with any applicable fees, shall be made by the Purchaser within one standard settlement cycle after the purchase. Purchased Securities will be held or delivered in accordance with instructions to be furnished by the Purchaser. JPMS shall provide to the Purchaser purchase information daily as well as other market data the Purchaser reasonably requests.
6. Compensation. For the services provided in this Letter Agreement, the Purchaser agrees to pay to JPMS a fee of [●] for the Securities purchased pursuant to the terms of this Letter Agreement.
7. Representations, Warranties and Agreements. The Purchaser represents and warrants to, and agrees with, JPMS as follows:
- (a) This Letter Agreement and the transactions contemplated herein have been duly authorized by the Purchaser; this Letter Agreement is the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms; performance of the transactions contemplated herein will not violate any law, rule, regulation, order, judgment or decree applicable to the Purchaser or conflict with or result in a breach of or constitute a default under any agreement or instrument to which the Purchaser is a party or by which it or any of its property is bound or its certificate of incorporation or by-laws; and no governmental, administrative or official consent, approval, authorization, notice or filing is required for performance of the transactions contemplated herein.

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- (b) As of the date of this Letter Agreement, the Purchaser is not aware of any material nonpublic information concerning the Securities or the business, operations or prospects of the Issuer.
 - (c) The Purchaser is engaging JPMS and entering into this Letter Agreement and the Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, including, without limitation, Rule 10b-5 under the Exchange Act. Until this Letter Agreement is terminated, the Purchaser agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Securities.
 - (d) The Purchaser is not entering into this Letter Agreement to create actual or apparent trading activity in the Securities (or any security convertible into or exchangeable for the Securities) or to raise or depress the price of the Securities (or any security convertible into or exchangeable for the Securities) for the purpose of inducing others to buy or sell Securities, and will not engage in any other securities or derivative transaction to such ends.
 - (e) During the term of this Letter Agreement, neither the Purchaser nor its officers or employees shall, directly or indirectly, disclose to any person at JPMS effecting purchases under the Plan any material nonpublic information regarding the Issuer or the Securities or any information regarding the Issuer or the Securities that could reasonably be expected to influence the execution of the Plan.
 - (f) The Purchaser acknowledges that JPMS is a “financial institution” and “financial participant” within the meaning of Sections 101(22) and 101(22A), respectively, of Title 11 of the United States Code (the “Bankruptcy Code”). The parties hereto further agree and acknowledge that each transaction under this Letter Agreement is intended to be a “securities contract” as defined in Section 741(7) of the Bankruptcy Code and each payment or delivery of cash, Securities or other property or assets hereunder is a “settlement payment” within the meaning of Section 741(8) of the Bankruptcy Code, and the parties hereto are to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code.
 - (g) Prior to 8:00 a.m., New York City time on the Start Date, the Purchaser shall provide to JPMS all information, other than publicly reported trading volumes, necessary for JPMS to calculate the maximum number of Securities that may be purchased as of the Start Date in accordance with the volume condition set forth in Rule 10b-18, and JPMS shall be entitled to rely on such information so provided.
 - (h) None of the Purchaser, the Issuer nor any of their respective affiliates or agents shall take any action that would cause Regulation M under the Exchange Act (“Regulation M”) to be applicable to any purchases of Securities, or any security for which the Securities are a reference security (as defined in Regulation M), by the Purchaser, the Issuer or any other affiliated purchasers (as defined in Regulation M) of the Issuer during the Plan Period.

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- (i) The Purchaser shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Purchaser and the transactions contemplated hereby, including, without limitation, reporting and filing requirements. The Purchaser acknowledges and agrees that it is not relying, and has not relied, upon JPMS or any affiliate of JPMS with respect to the legal, accounting, tax or other implications of the Plan and the transactions contemplated thereby and that it has conducted its own analyses of the legal, accounting, tax and other implications hereof. JPMS has made no representation and has no obligation with respect to whether the Plan or the transactions contemplated thereunder qualify for the safe harbor provided by Rule 10b-18 or the affirmative defense provided by Rule 10b5-1.
8. Disclosure of Acquisition Program. The Purchaser represents and warrants that the Issuer has publicly disclosed the Purchaser's intention to establish the Plan for the acquisition of the Securities.
9. Other Purchases by JPMS. Nothing herein shall preclude the purchase by JPMS of Securities for JPMS's own account, or the solicitation or execution of purchase or sale orders of Securities for the account of JPMS's clients.
10. Indemnification. The Purchaser shall indemnify JPMS and its affiliates against any liabilities or expenses (including reasonable out-of-pocket attorney's fees and disbursements), or actions in respect of any liabilities or expenses, arising from the services furnished pursuant to this Letter Agreement including, but not limited to, liabilities and expenses arising by reason of any violation or alleged violation of any state or federal securities laws, except to the extent such liabilities or expenses result from the gross negligence or bad faith of JPMS or its affiliates. The Purchaser shall also promptly reimburse JPMS and its affiliates for all expenditures (including attorney's fees and disbursements) made to investigate, prepare or defend any action or claim in respect of any such liability or expense, regardless of whether any litigation is pending or threatened against JPMS or its affiliates. In addition, neither JPMS nor its affiliates shall be liable in respect of any liabilities or expenses incurred by the Purchaser arising from or in connection with JPMS's role or services under this Letter Agreement, except to the extent any such liabilities or expenses result from the gross negligence or bad faith of JPMS or its affiliates.
11. Amendment, Modification, Waiver or Termination. Any amendment, modification or waiver of this Letter Agreement or the Plan must be effected in accordance with the requirements for the amendment of a "plan" as defined in paragraph (c) of Rule 10b5-1. Without limiting the generality of the foregoing, any amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment or modification shall be made at any time at which the Purchaser is aware of any material nonpublic information concerning the Issuer or the Securities, it being understood that the

Purchaser may terminate the Plan at a time when it is aware of material nonpublic information. The Purchaser acknowledges and agrees that any action taken by it that results in the termination of the Plan pursuant to Section 2 is subject to the principles set forth in this section.

12. Notices. Any written communication shall be sent to the address specified below: and shall become effective upon receipt:

(a) if to JPMS, to it at

J.P. Morgan Securities LLC
383 Madison Avenue, 7th Floor
New York, NY 10179
Attention: Sanjeet Dewal
Telephone: (212) 622-8783
Facsimile: [●]
Email: [●]

or at such other address as may from time to time be designated by notice to the Purchaser in writing; and

(b) if to the Purchaser, to it at

Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi
Facsimile: 310-698-4492
Email: jbelardi@athene.com

With a copy to:

Athene USA Corporation
c/o Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi
Facsimile: 310-698-4492
Email: legal@athene.com

or at such other address as may from time to time be designated by notice to JPMS in writing.

13. Assignment. Neither party may assign its rights and obligations under this Letter Agreement to any other party; *provided that* JPMS may assign its rights and obligations under this Letter Agreement to any subsidiary of J.P. Morgan Chase & Co.

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14. Governing Law. This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties hereto irrevocably submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, in the City of New York in any suit or proceeding arising out of or relating to this Letter Agreement or the transactions contemplated hereby. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

If the foregoing correctly sets forth our agreement, please sign the form of acceptance below.

J.P. MORGAN SECURITIES LLC

By: _____
Name:
Title:

Agreed to and accepted as of:

ATHENE USA CORPORATION

By: Athene Asset Management, L.P., its investment manager

By: AAM GP Ltd., its General Partner

By: _____
Name:
Title:

Defined Terms

“Asset Purchase” means the purchase by the buyers under the Asset Purchase Agreement of, or the buyers’ failure to purchase when required by the Asset Purchase Agreement, assets having an aggregate market value of at least \$500,000,000 pursuant to the Asset Purchase Agreement.

“Asset Purchase Agreement” means the Asset Purchase and Sale Agreement, dated as of February 26, 2016, by and among, Athene Annuity & Life Assurance Company, Athene Annuity and Life Company and the Issuer.

“Business Day” means any day other than a Saturday, Sunday or day on which banks are closed in New York, New York.

“Conditional Amount” means (i) from the Purchase Period Start Date through the third (3rd) Business Day after the Merger Closing Date, \$5,000,000 and (ii) after the third (3rd) Business Day following the Merger Closing Date, \$0; provided that if the Asset Purchase occurs on or prior to the third (3rd) Business Day following the Merger Closing Date and the Issuer has delivered notice thereof to JPMS on the date of the Asset Purchase, then, from and after the date of the Asset Purchase, the Conditional Amount shall be \$20,000,000.

“Loan Agreement” means the Loan Agreement, dated as of [●], by and among the Issuer, Arrow Merger Sub, Inc. and the Purchaser.

“Maximum Amount” means an amount equal to the lesser of (i) \$210,000,000 minus the Outstanding Loan Amount and (ii) the Conditional Amount, excluding any amounts payable in respect of commissions (including any fee described in Section 6).

“Merger Agreement” means that certain Agreement and Plan of Merger, dated as of February 26, 2016, by and among the Issuer, Apollo Residential Mortgage, Inc., and Arrow Merger Sub, Inc.

“Merger Closing Date” means the closing date of the mergers contemplated by the Merger Agreement, as specified in a written notice provided by the Issuer to JPMS on the Merger Closing Date.

“Outstanding Loan Amount” means the amount outstanding under the Loan Agreement, which shall be \$200,000,000 or, if such amount is reduced at any time, such lesser amount as specified in a written notice provided by the Purchaser to JPMS.

“Purchase Period” means the period commencing on the first day following the Purchase Period Start Date and continuing through the end of the thirtieth (30th) Trading Day following such day.

“Purchase Period Start Date” means the date of the latest to occur of (i) the Merger Closing Date, (ii) the date on which the conditions set forth in the Asset Purchase Agreement to the obligation of the buyers thereunder to consummate the transactions contemplated by the Asset Purchase Agreement have been satisfied and (iii) the date on which the conditions set forth in the Loan Agreement to the obligation of the Purchaser to extend the financing pursuant to the Loan Agreement have been satisfied.

Plan Guidelines

Subject to the other restrictions set forth in this Letter Agreement, including without limitation Section 4(a) and the proviso at the end of this paragraph, JPMS shall purchase as many shares of the Securities as possible during the Purchase Period on the Principal Market; provided that (i) the purchase price for the Securities is less than \$[●] per share and (ii) no Securities will be purchased at any time that the aggregate amount of Securities purchased pursuant to the Plan is in excess of the Maximum Amount as of such time.

SHARED SERVICES AND COST SHARING AGREEMENT

This SHARED SERVICES AND COST SHARING AGREEMENT (collectively with the attached schedules incorporated herein, this "Agreement") is dated October 2, 2013 (the "Effective Date"), and is made by and among the following:

- (i) ATHENE HOLDING LTD., a Bermuda exempted company ("AHL");
- (ii) ATHENE USA CORPORATION, an Iowa corporation ("AUSA");
- (iii) ATHENE LIFE RE LTD., a Bermuda exempted company ("ALRE");
- (iv) ATHENE ANNUITY & LIFE ASSURANCE COMPANY, a Delaware corporation ("AA");
- (v) ATHENE LIFE INSURANCE COMPANY, a Delaware corporation ("ALIC");
- (vi) INVESTORS INSURANCE CORPORATION, a Delaware corporation ("IIC");
- (vii) AVIVA LIFE AND ANNUITY COMPANY, an Iowa corporation ("ALAC");
- (viii) STRUCTURED ANNUITY REINSURANCE COMPANY, an Iowa corporation ("STAR");
- (ix) AVIVA RE USA IV, INC., a Vermont-domiciled special purpose financial captive insurance company ("AUSAIV"); and
- (x) ATHENE ASSET MANAGEMENT LLC, a Delaware limited liability company ("AAM").

Each of AHL, AUSA, ALRE, AA, ALIC, IIC, ALAC, STAR, AUSAIV and AAM shall be referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, each Party hereto is an affiliate of one another;

WHEREAS, each Party has certain personnel and/or resources which would be of value to the other Parties in connection with the performance of certain services relating to such Party's business;

WHEREAS, each Party desires for such other Parties to make these personnel and/or resources available to other Parties in connection with the performance of such services under the terms of this Agreement; and

WHEREAS, the Parties desire that other affiliates have the ability to become a Party hereto from time to time in the future.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, agree as follows:

1. Services.

(a) The term “Service Provider” shall mean any Party providing services to another Party hereunder, and the term “Service Recipient” shall mean any Party receiving services from another Party hereunder, in each case as the context may warrant. A Party may be both a Service Provider and a Service Recipient hereunder with respect to different services, and any services may be provided to one or more Parties hereunder. A Service Provider may provide services hereunder either directly or through its subsidiaries; provided, that any services provided through a Service Provider’s subsidiaries shall be subject to the provisions of Section 14 hereof, except that the Service Recipient’s consent shall not be required.

(b) At the written request of a Service Recipient, each Service Provider shall make available to such Service Recipient the respective resources identified on Schedule A. Schedule A may be amended from time to time by mutual agreement of the Parties hereto.

(c) Each Service Provider agrees that in providing services hereunder, it shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices, policies, procedures and guidelines (including, without limitation, tax operating guidelines, if any) it has established for its own business. Each Service Provider shall perform services according to such other standards and guidelines (including, without limitation, tax operating guidelines, if any) as may be mutually agreed upon by it and the Service Recipient. Each Service Provider shall comply with all laws, regulations, rules and orders applicable to, and where applicable co-operate with any regulator (including providing access to data and records) who has jurisdiction over, (i) the applicable Service Recipient with respect to the services provided hereunder and (ii) such Service Provider. Each Service Provider agrees to maintain sufficient facilities and trained personnel of the kind necessary to perform the services under this Agreement.

(d) In providing services hereunder which require the exercise of judgment by a Service Provider, such Service Provider shall perform such service in accordance with any standards and guidelines (including, without limitation, tax operating guidelines, if any) the Service Recipient develops and communicates to such Service Provider. In performing any services hereunder, each Service Provider shall at all times act in a manner reasonably calculated to be in, or not opposed to, the best interests of the applicable Service Recipient.

(e) The performance of services by a Service Provider for any Service Recipient pursuant to this Agreement shall in no way impair the absolute control of the business and operations of such Service Provider or such Service Recipient by their respective Boards of Directors. Each Service Provider shall act hereunder so as to assure the separate operating and corporate identity of all Service Recipients. The business and operations of the Service Recipients shall at all times be subject to the direction and control of their respective management and Boards of Directors.

(f) Each Service Provider agrees that any and all personal contact or communication, both oral and written, with any Service Recipient’s policyholders, insureds, and beneficiaries will be done in the name of and on behalf of such Service Recipient. Further, each Service Provider agrees to use such Service Recipient’s letterhead for all such written communications.

2. Service Fees.

(a) Each Service Recipient agrees to reimburse a Service Provider for services and facilities provided by such Service Provider to such Service Recipient pursuant to this Agreement (i) at cost plus 5%, if (A) the Service Recipient is AUSA, AA, ALIC, IIC, ALAC, STAR or AUSAIV (each, a "U.S. Subsidiary") and the Service Provider is AHL or ALRE or (B) the Service Recipient is AHL or ALRE and the Service Provider is a U.S. Subsidiary and (ii) otherwise, at cost; provided, that amounts payable by STAR pursuant to clauses (i) and (ii) above are subject to the limitations described in Section 6 of that certain letter agreement, dated as of October 2, 2013, among STAR, ALAC, AUSA, AHL and Aviva International Insurance Limited. The charge to a Service Recipient for such services and facilities shall include all direct and indirectly allocable expenses.

(b) The methods for allocating expenses to a Service Recipient shall be determined in accordance with the requirements prescribed in applicable insurance laws and regulations. Such methods shall be modified and adjusted by mutual written agreement where necessary or appropriate to reflect fairly and equitably the actual incidence of cost incurred by a Service Provider for the benefit of a Service Recipient.

(c) If a Service Recipient determines that the services performed hereunder are not satisfactory or that the fees charged are not in accordance with the terms and conditions of this Agreement, such Service Recipient is hereby authorized to withhold payment for such service until the matter in dispute is resolved or the fees charged are substantiated or adjusted appropriately. Adjustments for errors and a final settlement shall be made no more than sixty (60) days after this Agreement expires or terminates.

3. Accounting and Payments. Each Service Provider shall submit to each Service Recipient, within thirty (30) days following the end of each month (or such other period as the Parties may agree), a written statement of the amount estimated to be owed by such Service Recipient for services and the use of facilities pursuant to this Agreement in that month (or such other period as the Parties may agree), and each Service Recipient shall pay to any Service Provider within fifteen (15) days following receipt of such written statement the amount set forth in the statement. Within sixty (60) days following the end of each calendar quarter, each Service Provider shall submit to each Service Recipient a statement of actual apportioned expenses for the prior calendar quarter showing the basis for the apportionment of each item. Any Service Recipient may request a written statement from a Service Provider setting forth, in reasonable detail, the nature of the services rendered or expenses incurred and other relevant information to support the charge. Any difference, whether an underpayment or overpayment, between the amount of the estimated apportioned expenses paid by a Service Recipient and the amount of the actual apportioned expenses shall be paid to the Service Provider or the Service Recipient, as applicable, within fifteen (15) days following receipt of such statement of actual apportioned expenses.

4. Capacity of Personnel; Status of Facilities; Shared Employees

(a) Whenever any Service Provider utilizes its personnel to perform services for a Service Recipient pursuant to this Agreement, such personnel shall at all times remain employees or independent contractors (or employees of independent contractors) of such Service Provider, subject solely to its direction and control. No Service Recipient shall have liability to any such persons for their welfare, salaries, fringe benefits, legally required employer contributions or tax obligations, except as provided in Section 4(c) hereof.

(b) No facility of any Service Provider used in performing services for, or subject to use by, any Service Recipient shall be deemed to be transferred, assigned, conveyed or leased by performance or use pursuant to this Agreement.

(c) To the extent that any person employed by a Party hereto serves as an officer or employee of any other Party hereto (each, a Shared Employee"), a proportionate share of the direct and indirect salary and benefits of each such person (including, but not limited to, welfare, salaries, fringe benefits, legally required employer contributions and tax obligations) shall be allocated based on an estimate of time spent performing services on behalf of each such Party, and the charges for any such services, and accounting and payment therefor, shall be as provided for services otherwise performed under this Agreement.

5. Third-Party Contracts. A Service Provider may have existing relationships or agreements pursuant to which third parties provide services or equipment to it. Any Service Recipient may find that it is economically more beneficial to obtain such services or equipment from the third party under the terms and conditions available to such Service Provider. In that event, a Service Recipient may request that such Service Provider obtain certain services or equipment for the Service Recipient. In these instances, the actual costs, without any mark-up, will be accumulated and billed to the Service Recipient on a monthly basis in accordance with Section 3, or at such other frequencies as the Parties may agree.

6. Term. This Agreement shall have an initial term of one year, starting on the Effective Date, and shall continue thereafter until terminated as provided in accordance with Section 7 below.

7. Termination

(a) Any Party may terminate this Agreement as to itself at any time and for any reason by providing the other Parties at least thirty (30) days' prior written notice of its desired termination date; provided, however, that (i) any Party hereto may terminate this Agreement as to itself immediately upon the insolvency of another Party or the appointment of a conservator, liquidator or statutory successor of another Party and (ii) a non-breaching Party may terminate this Agreement as to itself upon any material breach of any material term of this Agreement by another Party, where such other Party fails to cure such breach within fifteen (15) days following its receipt of written notice thereof.

(b) Any notice of termination shall be sent to all Parties hereto and the domiciliary insurance regulator of each Party which is an insurance company provided, that this Agreement shall remain in full force and effect with respect to such other Parties unless and until any or all of such other Parties shall elect to terminate this Agreement.

(c) Upon any termination of this Agreement, all Service Providers shall provide such services as may be reasonably requested by any Service Recipient to provide for the orderly transition of the services provided hereunder to another service provider designated by such Service Recipient. Such Service Recipient shall reimburse each Service Provider at cost for the provision of any such transition services. In addition, any Service Recipient, upon ninety (90) days' prior written notice to any Service Provider, may terminate any one or more of the services to be furnished hereunder by such Service Provider to such Service Recipient. Any such partial termination with respect to specific services shall not be deemed to terminate this Agreement in its entirety or to affect the remaining Parties.

8. Offset. Any two (2) Parties may offset any amounts due one another from amounts that are to be paid one another under this Agreement.

9. Governing Law. The laws of the state of Iowa (without giving effect to its conflicts of law principles) govern all matters arising out of this Agreement.

10. Regulator Approval. This Agreement is subject to the prior approval or nondisapproval, as applicable, of the domiciliary insurance regulator of each Party which is an insurance company.

11. Amendments. This Agreement may not be altered or amended except by written agreement signed by all Parties and with the prior approval of the domiciliary insurance regulator of each Party which is an insurance company. Notwithstanding the foregoing, the Parties agree that other affiliates may become Parties hereto from time to time in the future without the necessity of an amendment by executing a joinder agreement agreeing to be bound by the terms and conditions of this Agreement. Copies of any such joinder agreement shall be provided to all other Parties to this Agreement.

12. Books and Records.

(a) All records, books and files established and maintained by any Service Provider by reason of its respective performance of services under this Agreement, which absent this Agreement would have been held by a Service Recipient, shall be deemed the property of such Service Recipient and shall be maintained in accordance with applicable law and regulation. Such records shall be available, during normal business hours, for inspection by a Service Recipient and anyone authorized by a Service Recipient. Copies of such records, books and files shall be delivered to a Service Recipient on demand. All such records, books and files shall be promptly transferred to a Service Recipient by a Service Provider upon termination of this Agreement.

(b) All Service Providers and Service Recipients shall maintain their own books, accounts and records in such a way as to disclose clearly and accurately the nature and detail of the transactions between them, including such accounting information as is necessary to support the reasonableness of charges under this Agreement, and such additional information as a Service Recipient may reasonably request for purposes of its internal book-keeping and

accounting operations. Each Service Provider shall keep such books, records and accounts insofar as they pertain to the computation of charges hereunder available for audit, inspection and copying by a Service Recipient and persons authorized by a Service Recipient during all reasonable business hours.

(c) Each Service Recipient and persons authorized by it shall have the right, at a Service Recipient's expense, to conduct an audit of the relevant books, records and accounts of a Service Provider upon giving reasonable notice of its intent to conduct such an audit. In the event of such audit, the Service Provider shall give to the party requesting the audit reasonable cooperation and access to all books, records and accounts necessary to audit during normal business hours.

13. Safeguarding Customer Information. In providing services hereunder, each Party shall implement appropriate security measures designed to meet the objectives of applicable insurance laws and regulations, including: (i) ensuring the confidentiality, security and integrity of the other Parties' respective information regarding its clients' nonpublic confidential information ("Customer Information"); (ii) protecting against anticipated threats or hazards to the security or integrity of Customer Information; and (iii) protecting against unauthorized access to or use of Customer Information. Each Service Provider shall adjust its information security program at the request of a Service Recipient for any relevant changes dictated by a Service Recipient's assessments of risk around its Customer Information. Each Party agrees that during the term of this Agreement and thereafter, it shall not use, or permit any person or entity access to, any Customer Information except as permitted in connection with the performance of services hereunder. Each Party acknowledges that it shall be permitted to disclose Customer Information only to its employees, subcontractors, consultants and agents who have a need to know such information or otherwise in connection with its performance of its duties hereunder. In addition, a Party may disclose Customer Information if such disclosure is required by law or upon order of any competent court or law enforcement agency. This provision shall survive any termination of this Agreement for a period of seven (7) years.

14. Assignment. This Agreement may not be assigned by any Party hereto. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Nothing herein shall be deemed to grant a Service Provider an exclusive right to provide services to any Service Recipient, and all Service Recipients retain the right to contract with any third party, affiliated or unaffiliated, for the performance of services or for the use of facilities that are the same as or similar to those being provided to a Service Recipient pursuant to this Agreement. All Service Providers retain the right to contract with any third party, affiliated or unaffiliated, for the performance of services or for the use of facilities that are the same as or similar to those provided by such Service Provider to a Service Recipient pursuant to this Agreement so long as such Service Provider is able to continue to meet all obligations, including any required service levels or standards, under this Agreement. A Service Provider, with a Service Recipient's consent, shall have the right to subcontract with any third party, affiliated or unaffiliated, for the performance of services requested by such Service Recipient; provided, that the Service Provider shall remain responsible for the performance of services by any such subcontractors in accordance with the terms of this Agreement; and provided, further, that the charges for any such services subcontracted to an affiliate shall be determined on the basis described in Section 2.

15. Notices. All notices, statements or requests provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when sent by certified or registered mail, postage prepaid or overnight courier service or upon confirmation of transmission if sent by telecopier or e-mail in accordance with the notice details set forth on Schedule B, in each case, with a copy to:

Athene Asset Management LLC
841 Apollo Street, Suite 150
El Segundo, California 90245
Attention: Legal Department
Telephone: (310) 698-4481
Facsimile: (310) 698-4492
E-mail: legal@athene.com

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

17. Entire Agreement. This Agreement, together with any attached schedules, constitutes the sole and entire agreement between the Parties relating to the subject matter hereof.

18. No Waiver. No delay or failure by any Party to exercise any of its rights or remedies hereunder shall operate as a waiver thereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: /s/ Grant Kvalheim
Name: Grant Kvalheim
Title: President

Signature Page – Shared Services and Cost Sharing Agreement

ATHENE LIFE RE LTD.

By: /s/ Frank L. Gillis

Name: Frank L. Gillis

Title: Chief Executive Officer

Signature Page – Shared Services and Cost Sharing Agreement

ATHENE USA CORPORATION

By: /s/ Richard Cohan
Name: Richard Cohan
Title: EVP & GC

ATHENE LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: /s/ Brenda J. Cushing
Name: Brenda J. Cushing
Title: EVP & CFO

AVIVA RE USA IV, INC.

By: /s/ Jeffrey J. Heemstra
Name: Jeffrey J. Heemstra
Title: VP Tax Reporting

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

INVESTORS INSURANCE
CORPORATION

By: _____
Name:
Title:

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: /s/ W. Jeffrey Heng
Name: W. Jeffrey Heng
Title: VP

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

Signature Page – Shared Services and Cost Sharing Agreement

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

AVIVA RE USA IV, INC.

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: /s/ James R. Belardi _____
Name: James R. Belardi
Title: Chief Executive Officer

INVESTORS INSURANCE
CORPORATION

By: _____
Name:
Title:

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

AVIVA RE USA IV, INC.

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

INVESTORS INSURANCE
CORPORATION

By: _____
Name:
Title:

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: /s/ James R. Belardi
Name: James R. Belardi
Title: Chief Executive Officer

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

AVIVA RE USA IV, INC.

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

INVESTORS INSURANCE
CORPORATION

By: /s/ James M. Hassett
Name: James M. Hassett
Title: Vice President

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE LIFE INSURANCE
COMPANY

By: /s/ Angelo Lombardo
Name: Angelo Lombardo
Title: Assistant Secretary

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

AVIVA RE USA IV, INC.

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

INVESTORS INSURANCE
CORPORATION

By: _____
Name:
Title:

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

Schedule A

SERVICES AVAILABLE FROM SERVICE PROVIDERS

1. **Producer Management.** A full range of services relating to master general agents, general agents, agents, brokers and other producers (collectively, Producers"), which include, without limitation: (a) due diligence investigations of Producers and Producer practices; (b) developing alternative compensation, benefits and financing plans for Producers; (c) administering Producer licenses, contracts and compensation and maintaining a computer database reporting license and contract status; (d) providing Producer payroll services, including the calculation of commissions, generating electronic fund transfers and delivering checks; (e) supporting Producer communications; and (f) designing and implementing training programs, including training programs related to product features, insurance industry developments and legal compliance requirements.
2. **Reinsurance and Underwriting.** Reinsurance and underwriting services, which include, without limitation: (a) provide advice with respect to reinsurance retention limits; (b) provide advice with respect to the negotiation of reinsurance treaties; (c) provide advice and support with respect to the management of reinsurer relationships; (d) provide advice and assist in the development of appropriate underwriting guidelines; (e) review applications for conformity with underwriting criteria; (f) perform all underwriting pertaining to such applications; (g) identifying and engaging third party service providers (including, without limitation, fraud prevention and laboratories) utilized in the underwriting process; and (h) designate as ready for issue all policies and contracts which fall within each Service Recipient's underwriting criteria. Each Service Recipient expressly understands that all underwriting decisions ultimately are the responsibility and subject to the control of such Service Recipient and its Board of Directors and management.
3. **Human Resources.** A full range of human resource services, which include, without limitation, corporate compensation, benefits, management development, payroll and general services. The corporate compensation function involves establishing compensation levels, administering benefit plans, and implementing salary programs. The benefits function revolves around policy setting, negotiating with vendors, administering retiree benefits and pay, and administering 401(k) and benefit programs. Management development involves the design and development of management training programs, internship programs, and corporate orientation. The payroll function includes account reconciliation, preparation of W-2s, preparation of paychecks, and a variety of other activities. General services include employee relations, recruiting, applicant review, hiring, orientation, and performance management.
4. **Transportation.** A full range of air transportation services, which include, without limitation, arranging for transportation and affiliate (including Service Recipients) usage of aircraft in which Service Provider owns a partial interest, if any. The aircraft are utilized for transporting personnel to various locations to conduct various business initiatives and operations.

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5. Legal. A full range of legal services, which include, without limitation: (a) corporate governance; (b) contract structuring and review, including agent contracts and policy forms; (c) investment review; (d) litigation support, including agent and policyowner litigation; and (e) regulatory and market conduct compliance. In connection with the handling, defense and settlement of any pending or threatened litigation or other claims involving more than one Party hereto, the Service Provider may allocate among such Parties (i) any of the Service Provider's service fees relating thereto, (ii) the fees and expenses of outside counsel and other experts, and (iii) any settlement payments made or to be made, in such proportion as is appropriate to reflect the relative benefit received by each Party in connection with the underlying matter, as well as the relative fault of each Party in connection with such matter, taking into account any available insurance or rights to contractual indemnification from third parties.
 6. Facilities Management. A full range of facilities management services, which include, without limitation, managing all of the facilities that Service Recipients occupy. This includes responsibility for planning, managing and administering leases, workspace allocations and designs, leasehold improvements, internal moves, and maintenance and security.
 7. Tax. A full range of tax services, which include, without limitation: (a) planning and development of tax strategies; (b) research of the tax impact for transactions; (c) computation of tax accruals and expenses for financial reporting; (d) preparation and filing of federal, state and local tax returns; and (e) support for tax authorities' examinations.
 8. Audit Services. A full range of audit services, which include, without limitation: (a) internal audit activities, such as internal control, EDP and operational reviews; and (b) coordination and assistance with external audits and regulatory examinations.
 9. Communications. A full range of communication services, which include, without limitation: (a) the preparation and publication of external communications, human resource recruiting materials, and training materials; (b) establishing and maintaining internal and external web sites; (c) all corporate communication with employees; and (d) coordinating the corporate conference center.
 10. Printing and Supplies. A full range of printing services, which include, without limitation, internally or externally generated materials and mainframe computer reports, and a full range of supply and supplies management services, which include procurement of office and related supplies as well as promotional items for agents, customers, and employees.
 11. Telecommunications. A full range of telecommunications services, which include, without limitation: (a) local and long-distance telephone service and cellular phone and "blackberry" service; (b) analyst/technician services; (c) clerical/switchboard assistance; and (d) installation services.

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12. Mail and Delivery. A full range of mail and delivery services, which include, without limitation: (a) collecting and sorting mail; (b) scanning, imaging, and indexing insurance policy information; (c) managing relationships with and procuring services of private, third party delivery services; and (d) other related activities.
 13. Information Technology. A range of information technology services, which include, without limitation: (a) administering, maintaining and operating policy administration and other operating systems; (b) providing support for personal computer and network applications and users; and (c) offering computer programming services on a project basis.
 14. Executive/Financial Strategic and Operations Management. A full range of management services, which include, without limitation: (a) strategic management services, including development and implementation of corporate-wide and line of business strategic plans; (b) strategic financial services, including (i) development and implementation of corporate-wide and line of business financial plans, (ii) financial analysis, and (iii) monitoring and analysis of corporate-wide, line of business and individual affiliate financial results and profitability; and (c) operations management services, including (i) planning, (ii) budgeting, (iii) risk management, and (iv) monitoring and analysis of corporate-wide, line of business and individual affiliate processes and results.
 15. Records. A full range of record services, which include, without limitation, imaging, archiving and maintaining documents and records and also microfilming and storing policyholder information, and identifying and engaging third party service providers in connection with the same.
 16. Sales and Market Development. A full range of sales and market development services, which include, without limitation: (a) advanced sales support; (b) convention planning and cost; (c) marketing communications; and (d) education and training.
 17. Compliance. A full range of compliance services, which include, without limitation: (a) establishment, implementation, and monitoring of consistent sales practices through agent training, education, and standardization of forms and illustrations to comply with regulatory requirements and corporate objectives; (b) logging, researching, responding to and monitoring customer complaints; (c) logging, researching and responding to requests, inquiries and other correspondence from regulatory authorities; (d) managing market conduct and other regulatory examinations; (e) obtaining and maintaining required licenses; and (f) creating and administering anti-money laundering and privacy programs.
 18. Administration Services. A full range of administrative services, which include, without limitation, administrative support for policy issuance, maintenance, and terminations. Included within these services are the following: (a) receiving and processing applications, amendments and riders; (b) generating physical policies, contracts, amendments and riders; (c) customer billing and maintaining and updating customer payment records; (d) responding to customer inquiries; (e) administering requested policy or contract modifications consistent with applicable underwriting guidelines; (f) claims processing (contestable and non-contestable) and agency services; and (g) paying benefits.

-
19. Product Management. A full range of product management services, which include, without limitation: (a) product development and design; (b) product performance monitoring; (c) modeling analysis; (d) pricing determination; (e) actuarial support of reinsurance programs; (f) illustration capabilities; and (g) support and policy filings for new and existing policies.
 20. Actuarial and Corporate Valuation. A full range of actuarial and corporate valuation services, which include, without limitation: (a) actuarial support for the calculation of the amortization of deferred policy acquisition costs and acquired value of in-force; (b) actuarial analysis of financial reporting results; (c) financial reporting assistance; (d) financial management and planning activities; (e) expense analysis; (f) product profitability analysis; (g) cash flow testing; and (h) policy reserve establishment.
 21. Finance. A full range of financial services, which include: (a) general, statutory and line of business accounting, and related financial reporting and filings; (b) budgeting and planning; (c) reinsurance accounting and administration of nonaffiliated third party reinsurance agreements; (d) financial administration of incentive compensation programs; and (e) analysis of actual to planned and historic statutory financial results.
 22. Mergers, Acquisitions and Divestitures. A full range of corporate development services relating to mergers, acquisitions and divestiture activities, which include, without limitation, strategic, financial, legal and management activities related to the potential acquisition of, or mergers with, target companies or sales of existing companies or lines of business.
 23. Risk Management. A full range of risk management services, which include, without limitation, identifying and managing potential market, financial, legal and other risks relating to assets, liabilities, operations, the applicable regulatory environment and other aspects of the business, including the modeling and hedging of such risks along with the probabilities of occurrence, and asset-liability matching and management.
 24. Shareholder Activities. A full range of services relating to shareholder activities, which include, without limitation, capital raising and financial reporting and preparation and administration of shareholder meetings.

Schedule B

NOTICE DETAILS

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX Bermuda
Attention: Chief Legal Officer
Telephone: +1 (441) 279-8414
Facsimile: +1 (441) 305-8414
E-mail: TShanafelt@AtheneLifeRe.bm

Athene Life Re Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX Bermuda
Attention: General Counsel
Telephone: +1 (441) 279-8414
Facsimile: +1 (441) 305-8414
E-mail: TShanafelt@AtheneLifeRe.bm

Athene Life Insurance Company
211 E. Market Street
New Albany, Indiana 47150
Attention: Steve Cernich
Telephone: (812) 406-0313
Facsimile: (812) 725-8002
Email: steve.cernich@athene.com

Aviva Life and Annuity Company
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

Athene Annuity & Life Assurance Company
400 Brookfield Parkway
Greenville, South Carolina 29607
Attention: President
Telephone: (864) 609-1307
Facsimile: (864) 609-1049
E-mail: chip.smith@athene.com

Investors Insurance Corporation
400 Brookfield Parkway
Greenville, South Carolina 29607
Attention: President
Telephone: (864) 609-1307
Facsimile: (864) 609-1049
E-mail: chip.smith@athene.com

Structured Annuity Reinsurance Company
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

Aviva Re USA IV, Inc.
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

Athene Asset Management LLC
841 Apollo Street, Suite 150
El Segundo, California 90245
Attention: Legal Department
Telephone: (310) 698-4481
Facsimile: (310) 698-4492
E-mail: legal@athene.com

B-2

**AMENDMENT ONE
TO
SHARED SERVICES AND COST SHARING AGREEMENT**

This **AMENDMENT ONE TO SHARED SERVICES AND COST SHARING AGREEMENT** (this "Amendment"), by and among Aviva Life and Annuity Company, an Iowa-domiciled insurance company ("ALAC"), Athene Holding Ltd., a Bermuda exempted company ("AHL"), Athene USA Corporation (f/k/a Aviva USA Corporation), an Iowa corporation ("AUSA"), Athene Life Re Ltd., a Bermuda exempted company ("ALRE"), Athene Annuity & Life Assurance Company, a Delaware-domiciled insurance company ("Athene Annuity"), Athene Life Insurance Company, a Delaware-domiciled insurance company ("ALIC"), Athene Asset Management LLC, a Delaware limited liability company ("AAM"), Structured Annuity Reinsurance Company, an Iowa-domiciled insurance company ("STAR"), Athene Annuity & Life Assurance Company (as successor to a merger with Investors Insurance Corporation, a Delaware-domiciled insurance company) ("IIC") and Aviva Re USA IV, Inc., a Vermont-domiciled special purpose financial captive insurance company ("AUSA IV") is effective as of October 2, 2013, and amends that certain Shared Services and Cost Sharing Agreement, dated as of October 2, 2013 (as amended, modified or supplemented from time to time, the "Agreement"), by and among ALAC, AHL, AUSA, ALRE, Athene Annuity, AAM, ALIC, IIC, ALAC, STAR and AUSAIV. Each of ALAC, AHL, AUSA, ALRE, Athene Annuity, AAM, ALIC, IIC, STAR and AUSAIV shall be referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Schedule A to the Agreement sets forth the resources and services each Service Provider shall make available to each Service Recipient under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to replace Schedule A in its entirety with the amended schedule attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Schedule A of the Agreement. Schedule A of the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A hereto.
2. Full Force and Effect. Except as specifically modified or amended by the terms of this Amendment, the Agreement and all provisions contained therein are, and shall continue, in full force and effect and are hereby ratified and confirmed.
3. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
4. Miscellaneous. This Amendment shall be binding upon the parties and their respective successors and assigns. This Amendment shall be governed by, and construed and

enforced in accordance with, the laws in effect in the State of Iowa. This Amendment shall be deemed to be attached to, amend and become a part of the Agreement and the terms of the Agreement shall be amended, supplemented or modified by the terms of this Amendment as applicable.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: _____
Name:
Title:

ATHENE LIFE RE LTD.

By: _____
Name:
Title:

ATHENE LIFE INSURANCE COMPANY

By: /s/ James R. Belardi
Name: James R. Belardi
Title: President

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

AVIVA RE USA IV, INC.

By: _____
Name:
Title:

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: /s/ Guy Hudson Smith, III
Name: Guy Hudson Smith, III
Title: President

INVESTORS INSURANCE CORPORATION

By: /s/ Angelo Lombardo
Name: Angelo Lombardo
Title: Assistant Secretary

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: /s/ James M. Hassett
Name: James M. Hassett
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: _____
Name:
Title:

ATHENE LIFE RE LTD.

By: _____
Name:
Title:

ATHENE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: /s/ Brenda J. Cushing
Name: Brenda J. Cushing
Title: EVP, CFO & Treasurer

AVIVA RE USA IV, INC.

By: /s/ Jeffrey J. Heemstra
Name: Jeffrey J. Heemstra
Title: Vice President

ATHENE USA CORPORATION

By: /s/ Richard C. Cohan, Jr.
Name: Richard C. Cohan, Jr.
Title: EVP, General Counsel & Secretary

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

INVESTORS INSURANCE
CORPORATION

By: _____
Name:
Title:

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: /s/ Matthew S. Easley
Name: Matthew S. Easley
Title: Vice President

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: 

Name:
Title:

ATHENE LIFE RE LTD.

By: Frank L. Gillis

Name:
Title:

ATHENE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

AVIVA RE USA IV, INC.

By: _____
Name:
Title:

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

INVESTORS INSURANCE CORPORATION

By: _____
Name:
Title:

STRUCTURED ANNUITY
REINSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

Exhibit A

(See attached.)

Schedule A

SERVICES AVAILABLE FROM SERVICE PROVIDERS

1. **Producer Management.** A full range of services relating to master general agents, general agents, agents, brokers and other producers (collectively, Producers"), which include, without limitation: (a) due diligence investigations of Producers and Producer practices; (b) developing alternative compensation, benefits and financing plans for Producers; (c) administering Producer licenses, contracts and compensation and maintaining a computer database reporting license and contract status; (d) providing Producer payroll services, including the calculation of commissions, generating electronic fund transfers and delivering checks; (e) supporting Producer communications; and (f) designing and implementing training programs, including training programs related to product features, insurance industry developments and legal compliance requirements.
2. **Reinsurance and Underwriting.** Reinsurance and underwriting services, which include, without limitation: (a) provide advice with respect to reinsurance retention limits; (b) provide advice with respect to the negotiation of reinsurance treaties; (c) provide advice and support with respect to the management of reinsurer relationships; (d) provide advice and assist in the development of appropriate underwriting guidelines; (e) review applications for conformity with underwriting criteria; (f) perform all underwriting pertaining to such applications; (g) identifying and engaging third party service providers (including, without limitation, fraud prevention and laboratories) utilized in the underwriting process; and (h) designate as ready for issue all policies and contracts which fall within each Service Recipient's underwriting criteria. Each Service Recipient expressly understands that all underwriting decisions ultimately are the responsibility and subject to the control of such Service Recipient and its Board of Directors and management.
3. **Human Resources.** A full range of human resource services, which include, without limitation, corporate compensation, benefits, management development, payroll and general services. The corporate compensation function involves establishing compensation levels, administering benefit plans, and implementing salary programs. The benefits function revolves around policy setting, negotiating with vendors, administering retiree benefits and pay, and administering 401(k) and benefit programs. Management development involves the design and development of management training programs, internship programs, and corporate orientation. The payroll function includes account reconciliation, preparation of W-2s, preparation of paychecks, and a variety of other activities. General services include employee relations, recruiting, applicant review, hiring, orientation, and performance management.
4. **Transportation.** A full range of air transportation services, which include, without limitation, arranging for transportation and affiliate (including Service Recipients) usage of aircraft in which Service Provider owns a partial interest, if any. The aircraft are utilized for transporting personnel to various locations to conduct various business initiatives and operations.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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5. Legal. A full range of legal services, which include, without limitation: (a) corporate governance; (b) contract structuring and review, including agent contracts and policy forms; (c) investment review; (d) litigation support, including agent and policyowner litigation; and (e) regulatory and market conduct compliance. In connection with the handling, defense and settlement of any pending or threatened litigation or other claims involving more than one Party hereto (or the officers, directors and/or the employees of one or more Party hereto), the Service Provider may allocate among such Parties (i) any of the Service Provider's service fees relating thereto, (ii) the fees and expenses of outside counsel and other experts, (iii) any settlement payments or advances of or reimbursements of costs or expenses made or to be made in connection with any indemnification relating thereto, and (iv) any settlement payments made or to be made, in such proportion as is appropriate to reflect the relative benefit received by each Party in connection with the underlying matter, as well as the relative fault of each Party in connection with such matter, taking into account any available insurance or rights to contractual indemnification from third parties.
 6. Facilities Management. A full range of facilities management services, which include, without limitation, managing all of the facilities that Service Recipients occupy. This includes responsibility for planning, managing and administering leases, workspace allocations and designs, leasehold improvements, internal moves, and maintenance and security.
 7. Tax. A full range of tax services, which include, without limitation: (a) planning and development of tax strategies; (b) research of the tax impact for transactions; (c) computation of tax accruals and expenses for financial reporting; (d) preparation and filing of federal, state and local tax returns; and (e) support for tax authorities' examinations.
 8. Audit Services. A full range of audit services, which include, without limitation: (a) internal audit activities, such as internal control, EDP and operational reviews; (b) coordination and assistance with external audits and regulatory examinations; and (c) compliance with rules and regulations surrounding accounting controls including applicable model audit rules and Sarbanes-Oxley.
 9. Communications. A full range of communication services, which include, without limitation: (a) the preparation and publication of external communications, human resource recruiting materials, and training materials; (b) establishing and maintaining internal and external web sites; (c) all corporate communication with employees; and (d) coordinating the corporate conference center.
 10. Printing and Supplies. A full range of printing services, which include, without limitation, internally or externally generated materials and mainframe computer reports, and a full range of supply and supplies management services, which include procurement of office and related supplies as well as promotional items for agents, customers, and employees.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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11. Telecommunications. A full range of telecommunications services, which include, without limitation: (a) local and long-distance telephone service and cellular phone and "blackberry" service; (b) analyst/technician services; (c) clerical/switchboard assistance; and (d) installation services.
 12. Mail and Delivery. A full range of mail and delivery services, which include, without limitation: (a) collecting and sorting mail; (b) scanning, imaging, and indexing insurance policy information; (c) managing relationships with and procuring services of private, third party delivery services; and (d) other related activities.
 13. Information Technology. A range of information technology services, which include, without limitation: (a) administering, maintaining and operating policy administration and other operating systems; (b) providing support for personal computer and network applications and users; and (c) offering computer programming services on a project basis.
 14. Executive/ Strategic and Operations Management. A full range of management services, which include, without limitation: (a) strategic management services, including development and implementation of corporate-wide and line of business strategic plans; and (b) operations management services, including monitoring and analysis of corporate-wide, line of business and individual affiliate processes and results.
 15. Records. A full range of record services, which include, without limitation, imaging, archiving and maintaining documents and records and also microfilming and storing policyholder information, and identifying and engaging third party service providers in connection with the same.
 16. Sales and Market Development. A full range of sales and market development services, which include, without limitation: (a) advanced sales support; (b) convention planning and cost; (c) marketing communications and advertising; and (d) education and training.
 17. Compliance. A full range of compliance services, which include, without limitation: (a) establishment, implementation, and monitoring of consistent sales practices through agent training, education, and standardization of forms and illustrations to comply with regulatory requirements and corporate objectives; (b) logging, researching, responding to and monitoring customer complaints; (c) logging, researching and responding to requests, inquiries and other correspondence from regulatory authorities; (d) managing market conduct and other regulatory examinations; (e) obtaining and maintaining required licenses; and (f) creating and administering anti-money laundering and privacy programs.
 18. Administration Services. A full range of administrative services, which include, without limitation, administrative support for policy issuance, maintenance, and terminations. Included within these services are the following: (a) receiving and processing applications, amendments and riders; (b) generating physical policies, contracts, amendments and riders; (c) customer billing and maintaining and updating customer payment records; (d) responding to customer inquiries; (e) administering requested policy or contract modifications consistent with applicable underwriting guidelines; (f) claims processing (contestable and non-contestable) and agency services; and (g) paying benefits.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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19. **Product Management.** A full range of product management services, which include, without limitation: (a) product development and design; (b) product performance monitoring; (c) modeling analysis; (d) pricing determination; (e) actuarial support of reinsurance programs; (f) illustration capabilities; and (g) support and policy filings for new and existing policies.
 20. **Actuarial and Corporate Valuation.** A full range of actuarial and corporate valuation services, which include, without limitation: (a) actuarial support for the calculation of the amortization of deferred policy acquisition costs and acquired value of in-force; (b) actuarial analysis of financial reporting results; (c) financial reporting assistance; (d) financial management and planning activities; (e) expense analysis; (f) product profitability analysis; (g) cash flow testing; and (h) policy reserve establishment.
 21. **Financial Services and Accounting.** A full range of financial services, which include, without limitation: (a) general, statutory and line of business accounting, and related financial reporting and filings; (b) reinsurance accounting and administration of nonaffiliated third party reinsurance agreements; (c) financial administration of incentive compensation programs; (d) analysis of actual to planned and historic statutory financial results; (e) investment accounting; (f) implementation, management and oversight of accounting systems and operations; (g) strategic financial services, including (i) budgeting, (ii) development and implementation of corporate-wide and line of business financial plans, (iii) financial analysis and (iv) monitoring and analysis of corporate-wide, line of business and individual affiliate financial results and profitability, including business intelligence and detailed sales reporting and analysis; and (h) services relating to maintenance of ratings, which include, without limitation, production of information for rating agencies on a periodic and ad hoc basis and modeling of assets and liabilities based on rating agency models and criterias.
 22. **Accounts Payable and Treasury.** A full range of accounts payable and treasury services, which include, without limitation: (a) cash and liquidity management, including investments in short term cash equivalents; (b) cash planning, modeling and projections; (c) coordination between investment, liability and executive teams for cash requirements; (d) implementation and management of short term cash financing facilities; and (e) proper planning in connection with processing accounts payables and other third party liabilities.
 23. **Mergers, Acquisitions and Divestitures.** A full range of corporate development services relating to mergers, acquisitions and divestiture activities, which include, without limitation, strategic, financial, legal and management activities related to the potential acquisition of, or mergers with, target companies or sales of existing companies or lines of business.
 24. **Risk Management.** A full range of risk management services, which include, without limitation, identifying and managing potential market, financial, legal and other risks

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

relating to assets, liabilities, operations, the applicable regulatory environment and other aspects of the business, including the modeling and hedging of such risks along with the probabilities of occurrence, and asset-liability matching and management.

25. Shareholder Activities. A full range of services relating to shareholder activities, which include, without limitation, capital raising and financial reporting and preparation and administration of shareholder meetings.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

SHARED SERVICES AND COST SHARING AGREEMENT

This SHARED SERVICES AND COST SHARING AGREEMENT (collectively with the attached schedules incorporated herein, this "Agreement") is dated October 2, 2013 (the "Effective Date"), and is made by and among the following:

- (i) ATHENE HOLDING LTD., a Bermuda exempted company ("AHL");
- (ii) ATHENE USA CORPORATION, an Iowa corporation ("AUSA");
- (iii) ATHENE LIFE RE LTD., a Bermuda exempted company ("ALRE");
- (iv) ATHENE ANNUITY & LIFE ASSURANCE COMPANY, a Delaware corporation ("AA");
- (v) AVIVA LIFE AND ANNUITY COMPANY, an Iowa corporation ("ALAC");
- (vi) ATHENE ASSET MANAGEMENT LLC, a Delaware limited liability company ("AAM");
- (vii) PRESIDENTIAL LIFE INSURANCE COMPANY, a New York corporation ("PLIC"); and
- (viii) AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK, a New York corporation ("ALACNY").

Each of AHL, AUSA, ALRE, AA, ALAC, AAM, PLIC and ALACNY shall be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is an affiliate of one another;

WHEREAS, each of PLIC and ALACNY (each, a "New York Company" and together, the "New York Companies") has certain personnel and/or resources which would be of value to each other and to the other Parties in connection with the performance of certain services relating to such Party's business;

WHEREAS, each of AHL, AUSA, ALRE, AA, ALAC and AAM (each, a "Non-New York Company" and together, the "Non-New York Companies") has certain personnel and/or resources which would be of value to the New York Companies in connection with the performance of certain services relating to the New York Companies' businesses;

WHEREAS, each Party desires to utilize such personnel and/or resources to provide and/or receive services under the terms of this Agreement; and

WHEREAS, the Parties desire that other affiliates have the ability to become a Party hereto from time to time in the future.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, agree as follows:

1. Services.

(a) The term “Service Provider” shall mean (i) any New York Company, if such New York Company is providing services to another New York Company or any Non-New York Company hereunder or (ii) any Non-New York Company, if such Non-New York Company is providing services to a New York Company hereunder, in each case, as the context may warrant. The term “Service Recipient” shall mean (A) any Non-New York Company receiving services hereunder from a New York Company or (B) any New York Company, if the Service Provider is another New York Company or any Non-New York Company, in each case, as the context may warrant.

(b) A Party may be both a Service Provider and a Service Recipient hereunder with respect to different services, and any services may be provided to one or more Parties hereunder. A Service Provider may provide services hereunder either directly or through its subsidiaries; provided, that any services provided through a Service Provider’s subsidiaries shall be subject to the provisions of Section 16 hereof, except that the Service Recipient’s consent shall not be required.

(c) At the written request of a Service Recipient, each Service Provider shall make available to such Service Recipient the respective resources identified on Schedule A. Schedule A may be amended from time to time by mutual agreement of the Parties hereto.

(d) Each Service Provider agrees that in providing services hereunder, it shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices, policies, procedures and guidelines it has established for its own business. Each Service Provider shall perform services according to such other standards and guidelines as may be mutually agreed upon by it and the Service Recipient. Each Service Provider shall comply with all laws, regulations, rules and orders applicable to, and where applicable co-operate with any regulator (including providing access to data and records) who has jurisdiction over, (i) the applicable Service Recipient with respect to the services provided hereunder and (ii) such Service Provider. Each Service Provider agrees to maintain sufficient facilities and trained personnel of the kind necessary to perform the services under this Agreement.

(e) In providing services hereunder which require the exercise of judgment by a Service Provider, such Service Provider shall perform such service in accordance with any standards and guidelines the Service Recipient develops and communicates to such Service Provider. In performing any services hereunder, each Service Provider shall at all times act in a manner reasonably calculated to be in, or not opposed to, the best interests of the applicable Service Recipient.

(f) The performance of services by a Service Provider for any Service Recipient pursuant to this Agreement shall in no way impair the absolute control of the business and operations of such Service Provider or such Service Recipient by their respective Boards of

Directors. Each Service Provider shall act hereunder so as to assure the separate operating and corporate identity of all Service Recipients. The business and operations of the Service Recipients shall at all times be subject to the direction and control of their respective management and Boards of Directors.

(g) Each Service Provider agrees that any and all personal contact or communication, both oral and written, with any Service Recipient's policyholders, insureds, and beneficiaries will be done in the name of and on behalf of such Service Recipient. Further, each Service Provider agrees to use such Service Recipient's letterhead for all such written communications.

2. Service Fees.

(a) Each Service Recipient agrees to reimburse a Service Provider for services and facilities provided by such Service Provider to such Service Recipient pursuant to this Agreement (i) at cost plus 5%, if (A) the Service Recipient is a New York Company and the Service Provider is AHL or ALRE or (B) the Service Recipient is AHL or ALRE and the Service Provider is a New York Company, and (ii) otherwise, at cost. The charge to a Service Recipient for such services and facilities shall include all direct and indirectly allocable expenses.

(b) The methods for allocating expenses to a Service Recipient shall be determined in accordance with the requirements prescribed in applicable insurance laws and regulations. Such methods shall be modified and adjusted by mutual written agreement where necessary or appropriate to reflect fairly and equitably the actual incidence of cost incurred by a Service Provider for the benefit of a Service Recipient.

(c) If a Service Recipient determines that the services performed hereunder are not satisfactory or that the fees charged are not in accordance with the terms and conditions of this Agreement, such Service Recipient is hereby authorized to withhold payment for such service until the matter in dispute is resolved or the fees charged are substantiated or adjusted appropriately. Adjustments for errors and a final settlement shall be made no more than sixty (60) days after this Agreement expires or terminates.

3. Accounting and Payments. Each Service Provider shall submit to each Service Recipient, within thirty (30) days following the end of each month (or such other period as the Parties may agree), a written statement of the amount estimated to be owed by such Service Recipient for services and the use of facilities pursuant to this Agreement in that month (or such other period as the Parties may agree), and each Service Recipient shall pay to any Service Provider within fifteen (15) days following receipt of such written statement the amount set forth in the statement. Within sixty (60) days following the end of each calendar quarter, each Service Provider shall submit to each Service Recipient a statement of actual apportioned expenses for the prior calendar quarter showing the basis for the apportionment of each item. Any Service Recipient may request a written statement from a Service Provider setting forth, in reasonable detail, the nature of the services rendered or expenses incurred and other relevant information to support the charge. Any difference, whether an underpayment or overpayment, between the amount of the estimated apportioned expenses paid by a Service Recipient and the amount of the actual apportioned expenses shall be paid to the Service Provider or the Service Recipient, as applicable, within fifteen (15) days following receipt of such statement of actual apportioned expenses.

4. Capacity of Personnel; Status of Facilities; Shared Employees

(a) Whenever any Service Provider utilizes its personnel to perform services for a Service Recipient pursuant to this Agreement, such personnel shall at all times remain employees or independent contractors (or employees of independent contractors) of such Service Provider, subject solely to its direction and control. No Service Recipient shall have liability to any such persons for their welfare, salaries, fringe benefits, legally required employer contributions or tax obligations, except as provided in Section 4(c) hereof.

(b) No facility of any Service Provider used in performing services for, or subject to use by, any Service Recipient shall be deemed to be transferred, assigned, conveyed or leased by performance or use pursuant to this Agreement.

(c) To the extent that any person employed by a Party hereto serves as an officer or employee of any other Party hereto (each, a Shared Employee"), a proportionate share of the direct and indirect salary and benefits of each such person (including, but not limited to, welfare, salaries, fringe benefits, legally required employer contributions and tax obligations) shall be allocated based on an estimate of time spent performing services on behalf of each such Party, and the charges for any such services, and accounting and payment therefor, shall be as provided for services otherwise performed under this Agreement.

5. Third-Party Contracts. A Service Provider may have existing relationships or agreements pursuant to which third parties provide services or equipment to it. Any Service Recipient may find that it is economically more beneficial to obtain such services or equipment from the third party under the terms and conditions available to such Service Provider. In that event, a Service Recipient may request that such Service Provider obtain certain services or equipment for the Service Recipient. In these instances, the actual costs, without any mark-up, will be accumulated and billed to the Service Recipient on a monthly basis in accordance with Section 3, or at such other frequencies as the Parties may agree.

6. Term. This Agreement shall have an initial term of one year, starting on the Effective Date, and shall continue thereafter until terminated as provided in accordance with Section 7 below.

7. Termination

(a) Any Party may terminate this Agreement as to itself at any time and for any reason by providing the other Parties at least thirty (30) days' prior written notice of its desired termination date; provided, however, that (i) any Party hereto may terminate this Agreement as to itself immediately upon the insolvency of another Party or the appointment of a conservator, liquidator or statutory successor of another Party and (ii) a non-breaching Party may terminate this Agreement as to itself upon any material breach of any material term of this Agreement by another Party, where such other Party fails to cure such breach within fifteen (15) days following its receipt of written notice thereof.

(b) Any notice of termination shall be sent to all Parties hereto and the domiciliary insurance regulator of each Party which is an insurance company provided, that this Agreement shall remain in full force and effect with respect to such other Parties unless and until any or all of such other Parties shall elect to terminate this Agreement.

(c) Upon any termination of this Agreement, all Service Providers shall provide such services as may be reasonably requested by any Service Recipient to provide for the orderly transition of the services provided hereunder to another service provider designated by such Service Recipient. Such Service Recipient shall reimburse each Service Provider at cost for the provision of any such transition services. In addition, any Service Recipient, upon ninety (90) days' prior written notice to any Service Provider, may terminate any one or more of the services to be furnished hereunder by such Service Provider to such Service Recipient. Any such partial termination with respect to specific services shall not be deemed to terminate this Agreement in its entirety or to affect the remaining Parties.

8. Offset. Any two (2) Parties may offset any amounts due one another from amounts that are to be paid one another under this Agreement.

9. Governing Law. The laws of the state of New York (without giving effect to its conflicts of law principles) govern all matters arising out of this Agreement.

10. Regulator Approval. This Agreement is subject to the prior approval or nondisapproval, as applicable, of the domiciliary insurance regulator of each Party which is an insurance company.

11. Amendments. This Agreement may not be altered or amended except by written agreement signed by all Parties and with the prior approval of the domiciliary insurance regulator of each Party which is an insurance company. Notwithstanding the foregoing, the Parties agree that other affiliates may become Parties hereto from time to time in the future without the necessity of an amendment by executing a joinder agreement agreeing to be bound by the terms and conditions of this Agreement. Copies of any such joinder agreement shall be provided to all other Parties to this Agreement.

12. Books and Records.

(a) All records, books and files established and maintained by any Service Provider by reason of its respective performance of services under this Agreement, which absent this Agreement would have been held by a Service Recipient, shall be deemed the property of such Service Recipient and shall be maintained in accordance with applicable law and regulation. Such records shall be available, during normal business hours, for inspection by a Service Recipient, anyone authorized by a Service Recipient, and any governmental agency that has regulatory authority over a Service Recipient's business activities. Copies of such records, books and files shall be delivered to a Service Recipient on demand. All such records, books and files shall be promptly transferred to a Service Recipient by a Service Provider upon termination of this Agreement.

(b) All Service Providers and Service Recipients shall maintain their own books, accounts and records in such a way as to disclose clearly and accurately the nature and

detail of the transactions between them, including such accounting information as is necessary to support the reasonableness of charges under this Agreement, and such additional information as a Service Recipient may reasonably request for purposes of its internal book-keeping and accounting operations. Each Service Provider shall keep such books, records and accounts insofar as they pertain to the computation of charges hereunder available for audit, inspection and copying by a Service Recipient and persons authorized by a Service Recipient or any governmental agency having jurisdiction over a Service Recipient during all reasonable business hours.

(c) Each Service Recipient and persons authorized by it or any governmental agency having jurisdiction over a Service Recipient shall have the right, at a Service Recipient's expense, to conduct an audit of the relevant books, records and accounts of a Service Provider upon giving reasonable notice of its intent to conduct such an audit. In the event of such audit, the Service Provider shall give to the party requesting the audit reasonable cooperation and access to all books, records and accounts necessary to audit during normal business hours.

(d) All Service Providers shall maintain back-up records, which will be available to Service Recipients in the event of a disaster.

13. Accounting Services.

(a) A computer terminal, which is linked to the electronic system that generates the electronic records that constitute a Service Recipient's books of account, shall be kept and maintained at a Service Recipient's principal office. During all normal business hours, there shall be ready availability and easy access through such terminal (either directly by personnel of the domiciliary insurance regulator of such Service Recipient that is an insurance company or indirectly with the aid of such Service Recipient's employees) to the electronic media used to maintain the records comprising a Service Recipient's books of account. The electronic records shall be in a readable form.

(b) Each Service Provider shall maintain format integrity and compatibility of the electronic records that constitute a Service Recipient's books of account. If the electronic system that created such records is to be replaced by a system with which the records would be incompatible, each Service Provider shall convert such pre-existing records to a format that is compatible with the new system.

(c) Each Service Provider shall maintain acceptable backup (in hard copy or another durable medium, as long as the means to access the durable medium is also maintained at a Service Recipient's principal office) of the records constituting a Service Recipient's books of account. Such backup shall be forwarded to the respective Service Recipients on a monthly basis.

14. Arbitration.

(a) Any controversy arising out of or in connection with this Agreement shall be settled by arbitration in the State of New York or any other mutually agreeable location in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and any award rendered thereon shall be enforceable in any court of competent jurisdiction. Notwithstanding Section 9, any such arbitration and this Section 14 shall be governed by Title 9 of the U.S. Code (Arbitration).

(b) The arbitration shall be conducted by three (3) independent and impartial arbitrators, one to be chosen by the Service Provider(s), one to be chosen by the Service Recipient(s) and the third by the two so chosen, all of whom shall be executive officers or retired officers of life insurance companies other than the Parties or any of their respective affiliates or subsidiaries.

(c) Unless the arbitrators decide otherwise, each Party will bear the expense of its own arbitration activities, including any outside attorney and witness fees, the Service Provider(s) and the Service Recipient(s), respectively, shall jointly bear the expense of their respective appointed arbitrator and all Parties to the arbitration will jointly bear the expense of the third arbitrator.

15. Safeguarding Customer Information.

(a) In providing services hereunder, each Party shall implement appropriate security measures designed to meet the objectives of applicable insurance laws and regulations, including: (i) ensuring the confidentiality, security and integrity of the other Parties' respective information regarding its clients' and applicants' nonpublic confidential information ("Customer Information"); (ii) protecting against anticipated threats or hazards to the security or integrity of Customer Information; and (iii) protecting against unauthorized access to or use of Customer Information. Each Service Provider shall adjust its information security program at the request of a Service Recipient for any relevant changes dictated by a Service Recipient's assessments of risk around its Customer Information and customer information systems. Each Party agrees that during the term of this Agreement and thereafter, it shall not use, or permit any person or entity access to, any Customer Information except as permitted in connection with the performance of services hereunder. Each Party acknowledges that it shall be permitted to disclose Customer Information only to its employees, subcontractors, consultants and agents who have a need to know such information or otherwise in connection with its performance of its duties hereunder. In addition, a Party may disclose Customer Information if such disclosure is required by law or upon order of any competent court or law enforcement agency.

(b) Each Party shall monitor from time to time its Customer Information systems for security breaches, violations and suspicious activity relating to the Customer Information. If a breach, violation or suspicious activity affecting the Customer Information is detected, the Party shall (i) notify the affected Parties promptly upon knowledge of such breach, violation or suspicious activity and (ii) fix or patch the security problem within a reasonable period of time.

(c) For a period of seven (7) years after the termination or expiration of this Agreement, each Party will maintain, and will provide the other Parties reasonable access to, system records and logs regarding the use of the Customer Information systems as contemplated by this Agreement. Each Party shall have the right to review and inspect such records upon thirty (30) days' advance written notice and during reasonable business hours. Inspections permitted under this Section 15(c) shall occur no more frequently than once per year and shall be conducted under the supervision of the inspecting Party.

(d) Subject to a Party's own security requirements, each Party shall allow the other Parties to conduct reasonable inspections of the Customer Information systems upon thirty (30) days' prior written notice and during reasonable business hours. Inspections permitted under this Section 15(d) shall occur no more frequently than once per year.

(e) Confirming evidence that a Service Provider has satisfied its obligations under this Section 15 shall be made available, during normal business hours, for inspection by a Service Recipient, anyone authorized by a Service Recipient and any governmental agency that has regulatory authority over the Service Recipient's business activities.

16. Assignment. This Agreement may not be assigned by any Party hereto. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Nothing herein shall be deemed to grant a Service Provider an exclusive right to provide services to any Service Recipient, and all Service Recipients retain the right to contract with any third party, affiliated or unaffiliated, for the performance of services or for the use of facilities that are the same as or similar to those being provided to a Service Recipient pursuant to this Agreement. All Service Providers retain the right to contract with any third party, affiliated or unaffiliated, for the performance of services or for the use of facilities that are the same as or similar to those provided by such Service Provider to a Service Recipient pursuant to this Agreement so long as such Service Provider is able to continue to meet all obligations, including any required service levels or standards, under this Agreement. A Service Provider, with a Service Recipient's consent, shall have the right to subcontract with any third party, affiliated or unaffiliated, for the performance of services requested by such Service Recipient; provided, that the Service Provider shall remain responsible for the performance of services by any such subcontractors in accordance with the terms of this Agreement; and provided, further, that the charges for any such services subcontracted to an affiliate shall be determined on the basis described in Section 2.

17. Notices. All notices, statements or requests provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when sent by certified or registered mail, postage prepaid or overnight courier service or upon confirmation of transmission if sent by telecopier or e-mail in accordance with the notice details set forth on Schedule B, in each case, with a copy to:

Athene Asset Management LLC
841 Apollo Street, Suite 150
El Segundo, California 90245
Attention: Legal Department
Telephone: (310) 698-4481
Facsimile: (310) 698-4492
E-mail: legal@athene.com

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

19. Entire Agreement. This Agreement, together with any attached schedules, constitutes the sole and entire agreement between the Parties relating to the subject matter hereof.

20. No Waiver. No delay or failure by any Party to exercise any of its rights or remedies hereunder shall operate as a waiver thereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: /s/ Grant Kvalheim
Name: Grant Kvalheim
Title: President

Signature Page – Shared Services and Cost Sharing Agreement (New York)

ATHENE LIFE RE LTD.

By: /s/ Frank L. Gillis
Name: Frank L. Gillis
Title: Chief Executive Officer

Signature Page – Shared Services and Cost Sharing Agreement (New York)

ATHENE USA CORPORATION

By: /s/ Richard Cohan
Name: Richard Cohan
Title: EVP & GC

AVIVA LIFE AND ANNUITY
COMPANY

By: /s/ Brenda J. Cushing
Name: Brenda J. Cushing
Title: EVP & CFO

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: /s/ W. Jeffrey Heng
Name: W. Jeffrey Heng
Title: SVP

Signature Page – Shared Services and Cost Sharing Agreement (New York)

ATHENE USA CORPORATION

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: /s/ James R. Belardi
Name: James R. Belardi
Title: Chief Executive Officer

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: _____
Name:
Title:

Signature Page – Shared Services and Cost Sharing Agreement (New York)

ATHENE USA CORPORATION

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: /s/ James R. Belardi _____
Name: James R. Belardi
Title: Chief Executive Officer

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: _____
Name:
Title:

Signature Page – Shared Services and Cost Sharing Agreement (New York)

ATHENE USA CORPORATION

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: /s/ Angelo Lombardo
Name: Angelo Lombardo
Title: Assistant Secretary

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: _____
Name:
Title:

Signature Page – Shared Services and Cost Sharing Agreement (New York)

Schedule A

SERVICES AVAILABLE FROM SERVICE PROVIDERS

1. **Producer Management.** A full range of services relating to master general agents, general agents, agents, brokers and other producers (collectively, **Producers**"), which include, without limitation: (a) due diligence investigations of Producers and Producer practices; (b) developing alternative compensation, benefits and financing plans for Producers; (c) administering Producer licenses, contracts and compensation and maintaining a computer database reporting license and contract status; (d) providing Producer payroll services, including the calculation of commissions, generating electronic fund transfers and delivering checks; (e) supporting Producer communications; and (f) designing and implementing training programs, including training programs related to product features, insurance industry developments and legal compliance requirements.
2. **Reinsurance and Underwriting.** Reinsurance and underwriting services, which include, without limitation: (a) provide advice with respect to reinsurance retention limits; (b) provide advice with respect to the negotiation of reinsurance treaties; (c) provide advice and support with respect to the management of reinsurer relationships; (d) provide advice and assist in the development of appropriate underwriting guidelines; (e) review applications for conformity with underwriting criteria; (f) perform all underwriting pertaining to such applications; (g) identifying and engaging third party service providers (including, without limitation, fraud prevention and laboratories) utilized in the underwriting process; and (h) designate as ready for issue all policies and contracts which fall within each Service Recipient's underwriting criteria. Each Service Recipient expressly understands that all underwriting decisions ultimately are the responsibility and subject to the control of such Service Recipient and its Board of Directors and management.
3. **Human Resources.** A full range of human resource services, which include, without limitation, corporate compensation, benefits, management development, payroll and general services. The corporate compensation function involves establishing compensation levels, administering benefit plans, and implementing salary programs. The benefits function revolves around policy setting, negotiating with vendors, administering retiree benefits and pay, and administering 401(k) and benefit programs. Management development involves the design and development of management training programs, internship programs, and corporate orientation. The payroll function includes account reconciliation, preparation of W-2s, preparation of paychecks, and a variety of other activities. General services include employee relations, recruiting, applicant review, hiring, orientation, and performance management.
4. **Transportation.** A full range of transportation services, which include, without limitation, arranging for transportation and affiliate (including Service Recipients) usage of aircraft in which Service Provider owns a partial interest, if any. The aircraft are utilized for transporting personnel to various locations to conduct various business initiatives and operations.

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5. Legal. A full range of legal services, which include, without limitation: (a) corporate governance; (b) contract structuring and review, including agent contracts and policy forms; (c) investment review; (d) litigation support, including agent and policyowner litigation; and (e) regulatory and market conduct compliance. In connection with the handling, defense and settlement of any pending or threatened litigation or other claims involving more than one Party hereto, the Service Provider may allocate among such Parties (i) any of the Service Provider's service fees relating thereto, (ii) the fees and expenses of outside counsel and other experts, and (iii) any settlement payments made or to be made, in such proportion as is appropriate to reflect the relative benefit received by each Party in connection with the underlying matter, as well as the relative fault of each Party in connection with such matter, taking into account any available insurance or rights to contractual indemnification from third parties.
 6. Facilities Management. A full range of facilities management services, which include, without limitation, managing all of the facilities that Service Recipients occupy. This includes responsibility for planning, managing and administering leases, workspace allocations and designs, leasehold improvements, internal moves, and maintenance and security.
 7. Tax. A full range of tax services, which include, without limitation: (a) planning and development of tax strategies; (b) research of the tax impact for transactions; (c) computation of tax accruals and expenses for financial reporting; (d) preparation and filing of federal, state and local tax returns; and (e) support for tax authorities' examinations.
 8. Audit Services. A full range of audit services, which include, without limitation: (a) internal audit activities, such as internal control, EDP and operational reviews; and (b) coordination and assistance with external audits and regulatory examinations.
 9. Communications. A full range of communication services, which include, without limitation: (a) the preparation and publication of external communications, human resource recruiting materials, and training materials; (b) establishing and maintaining internal and external web sites; (c) all corporate communication with employees; and (d) coordinating the corporate conference center.
 10. Printing and Supplies. A full range of printing services, which include, without limitation, internally or externally generated materials and mainframe computer reports, and a full range of supply and supplies management services, which include procurement of office and related supplies as well as promotional items for agents, customers, and employees.
 11. Telecommunications. A full range of telecommunications services, which include, without limitation: (a) local and long-distance telephone service and cellular phone and "blackberry" service; (b) analyst/technician services; (c) clerical/switchboard assistance; and (d) installation services.

-
12. Mail and Delivery. A full range of mail and delivery services, which include, without limitation: (a) collecting and sorting mail; (b) scanning, imaging, and indexing insurance policy information; (c) managing relationships with and procuring services of private, third party delivery services; and (d) other related activities.
 13. Information Technology. A range of information technology services, which include, without limitation: (a) administering, maintaining and operating policy administration and other operating systems (including, without limitation, any systems that support the provision of any other services listed in this Schedule A); (b) providing support for personal computer and network applications and users (including, without limitation, maintaining network security); and (c) offering computer programming services on a project basis.
 14. Executive/Financial Strategic and Operations Management. A full range of management services, which include, without limitation: (a) strategic management services, including development and implementation of corporate-wide and line of business strategic plans; (b) strategic financial services, including (i) development and implementation of corporate-wide and line of business financial plans, (ii) financial analysis, and (iii) monitoring and analysis of corporate-wide, line of business and individual affiliate financial results and profitability; and (c) operations management services, including (i) planning, (ii) budgeting, (iii) risk management, and (iv) monitoring and analysis of corporate-wide, line of business and individual affiliate processes and results.
 15. Records. A full range of record services, which include, without limitation, imaging, archiving and maintaining documents and records and also microfilming and storing policyholder information, and identifying and engaging third party service providers in connection with the same.
 16. Sales and Market Development. A full range of sales and market development services, which include, without limitation: (a) advanced sales support; (b) convention planning and cost; (c) marketing communications; and (d) education and training.
 17. Compliance. A full range of compliance services, which include, without limitation: (a) establishment, implementation, and monitoring of consistent sales practices through agent training, education, and standardization of forms and illustrations to comply with regulatory requirements and corporate objectives; (b) logging, researching, responding to and monitoring customer complaints; (c) logging, researching and responding to requests, inquiries and other correspondence from regulatory authorities; (d) managing market conduct and other regulatory examinations; (e) obtaining and maintaining required licenses; and (f) creating and administering anti-money laundering and privacy programs.
 18. Administration Services. A full range of administrative services, which include, without limitation, administrative support for policy issuance, maintenance, and terminations. Included within these services are the following: (a) receiving and processing applications, amendments and riders; (b) generating physical policies, contracts, amendments and riders; (c) customer billing and maintaining and updating customer payment records; (d) responding to customer inquiries; (e) administering requested policy

-
- or contract modifications consistent with applicable underwriting guidelines; (f) claims processing (contestable and non-contestable) and agency services; and (g) paying benefits.
19. Product Management. A full range of product management services, which include, without limitation: (a) product development and design; (b) product performance monitoring; (c) modeling analysis; (d) pricing determination; (e) actuarial support of reinsurance programs; (f) illustration capabilities; and (g) support and policy filings for new and existing policies.
 20. Actuarial and Corporate Valuation. A full range of actuarial and corporate valuation services, which include, without limitation: (a) actuarial support for the calculation of the amortization of deferred policy acquisition costs and acquired value of in-force; (b) actuarial analysis of financial reporting results; (c) financial reporting assistance; (d) financial management and planning activities; (e) expense analysis; (f) product profitability analysis; (g) cash flow testing; and (h) policy reserve establishment.
 21. Finance. A full range of financial services, which include: (a) general, statutory and line of business accounting, and related financial reporting and filings; (b) budgeting and planning; (c) reinsurance accounting and administration of nonaffiliated third party reinsurance agreements; (d) financial administration of incentive compensation programs; and (e) analysis of actual to planned and historic statutory financial results.
 22. Mergers, Acquisitions and Divestitures. A full range of corporate development services relating to mergers, acquisitions and divestiture activities, which include, without limitation, strategic, financial, legal and management activities related to the potential acquisition of, or mergers with, target companies or sales of existing companies or lines of business.
 23. Risk Management. A full range of risk management services, which include, without limitation, identifying and managing potential market, financial, legal and other risks relating to assets, liabilities, operations, the applicable regulatory environment and other aspects of the business, including the modeling and hedging of such risks along with the probabilities of occurrence, and asset-liability matching and management.
 24. Shareholder Activities. A full range of services relating to shareholder activities, which include, without limitation, capital raising and financial reporting and preparation and administration of shareholder meetings.

Schedule B

NOTICE DETAILS

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX Bermuda
Attention: Chief Legal Officer
Telephone: +1 (441) 279-8414
Facsimile: +1 (441) 305-8414
E-mail: TShanafelt@AtheneLifeRe.bm

Athene Life Re Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX Bermuda
Attention: General Counsel
Telephone: +1 (441) 279-8414
Facsimile: +1 (441) 305-8414
E-mail: TShanafelt@AtheneLifeRe.bm

Aviva Life and Annuity Company
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

Presidential Life Insurance Company
69 Lydecker Street
Nyack, New York 10960
Attention: President
Telephone: (864) 609-1307
Facsimile: (864) 609-1049
E-mail: chip.smith@athene.com

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

Athene Annuity & Life Assurance Company
400 Brookfield Parkway
Greenville, South Carolina 29607
Attention: President
Telephone: (864) 609-1307
Facsimile: (864) 609-1049
E-mail: chip.smith@athene.com

Athene Asset Management LLC
841 Apollo Street, Suite 150
El Segundo, California 90245
Attention: Legal Department
Telephone: (310) 698-4481
Facsimile: (310) 698-4492
E-mail: legal@athene.com

Aviva Life and Annuity Company of New York
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Attention: Richard C. Cohan
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
E-mail: rich.cohan@avivausa.com

**AMENDMENT ONE
TO
SHARED SERVICES AND COST SHARING AGREEMENT**

This **AMENDMENT ONE TO SHARED SERVICES AND COST SHARING AGREEMENT** (this "Amendment"), by and among Aviva Life and Annuity Company, an Iowa-domiciled insurance company ("ALAC"), Athene Holding Ltd., a Bermuda exempted company ("AHL"), Athene USA Corporation (f/k/a Aviva USA Corporation), an Iowa corporation ("AUSA"), Athene Life Re Ltd., a Bermuda exempted company ("ALRE"), Athene Annuity & Life Assurance Company, a Delaware-domiciled insurance company ("Athene Annuity"), Athene Asset Management LLC, a Delaware limited liability company ("AAM"), Athene Annuity & Life Assurance Company of New York (f/k/a Presidential Life Insurance Company), a New York-domiciled insurance company ("AANY"), and Aviva Life and Annuity Company of New York, a New York-domiciled insurance company ("ALACNY"), is effective as of October 2, 2013, and amends that certain Shared Services and Cost Sharing Agreement, dated as of October 2, 2013 (as amended, modified or supplemented from time to time, the "Agreement"), by and among ALAC, AHL, AUSA, ALRE, Athene Annuity, AAM, AANY and ALACNY. Each of ALAC, AHL, AUSA, ALRE, Athene Annuity, AAM, AANY and ALACNY shall be referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Schedule A to the Agreement sets forth the resources and services each Service Provider shall make available to each Service Recipient under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to replace Schedule A in its entirety with the amended schedule attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Schedule A of the Agreement. Schedule A of the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A hereto.
2. Full Force and Effect. Except as specifically modified or amended by the terms of this Amendment, the Agreement and all provisions contained therein are, and shall continue, in full force and effect and are hereby ratified and confirmed.
3. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
4. Miscellaneous. This Amendment shall be binding upon the parties and their respective successors and assigns. This Amendment shall be governed by, and construed and enforced in accordance with, the laws in effect in the State of Iowa. This Amendment shall be deemed to be attached to, amend and become a part of the Agreement and the terms of the Agreement shall be amended, supplemented or modified by the terms of this Amendment as applicable.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: _____
Name:
Title:

ATHENE LIFE RE LTD.

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: /s/ Guy Hudson Smith, III _____
Name: Guy Hudson Smith, III
Title: President

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: /s/ James R. Belardi _____
Name: James R. Belardi
Title: Chief Executive Officer

ATHENE ASSET MANAGEMENT LLC

By: /s/ James M. Hassett _____
Name: James M. Hassett
Title: Executive Vice President, Credit

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: _____
Name:
Title:

ATHENE LIFE RE LTD.

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: /s/ Brenda J. Cushing
Name: Brenda J. Cushing
Title: EVP, CFO & Treasurer

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

ATHENE USA CORPORATION

By: /s/ Richard C. Cohan, Jr.
Name: Richard C. Cohan, Jr.
Title: EVP, General Counsel & Secretary

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: /s/ Erik Askelsen
Name: Erik Askelsen
Title: SVP & Associate General Counsel

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date set forth in the introductory paragraph.

ATHENE HOLDING LTD.

By: 

Name:
Title:

ATHENE LIFE RE LTD.

By: Frank L. Gillis

Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY

By: _____
Name:
Title:

PRESIDENTIAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

ATHENE USA CORPORATION

By: _____
Name:
Title:

ATHENE ANNUITY & LIFE
ASSURANCE COMPANY

By: _____
Name:
Title:

ATHENE ASSET MANAGEMENT LLC

By: _____
Name:
Title:

AVIVA LIFE AND ANNUITY
COMPANY OF NEW YORK

By: _____
Name:
Title:

Exhibit A

(See attached.)

Schedule A

SERVICES AVAILABLE FROM SERVICE PROVIDERS

1. Producer Management. A full range of services relating to master general agents, general agents, agents, brokers and other producers (collectively, Producers"), which include, without limitation: (a) due diligence investigations of Producers and Producer practices; (b) developing alternative compensation, benefits and financing plans for Producers; (c) administering Producer licenses, contracts and compensation and maintaining a computer database reporting license and contract status; (d) providing Producer payroll services, including the calculation of commissions, generating electronic fund transfers and delivering checks; (e) supporting Producer communications; and (f) designing and implementing training programs, including training programs related to product features, insurance industry developments and legal compliance requirements.
2. Reinsurance and Underwriting. Reinsurance and underwriting services, which include, without limitation: (a) provide advice with respect to reinsurance retention limits; (b) provide advice with respect to the negotiation of reinsurance treaties; (c) provide advice and support with respect to the management of reinsurer relationships; (d) provide advice and assist in the development of appropriate underwriting guidelines; (e) review applications for conformity with underwriting criteria; (f) perform all underwriting pertaining to such applications; (g) identifying and engaging third party service providers (including, without limitation, fraud prevention and laboratories) utilized in the underwriting process; and (h) designate as ready for issue all policies and contracts which fall within each Service Recipient's underwriting criteria. Each Service Recipient expressly understands that all underwriting decisions ultimately are the responsibility and subject to the control of such Service Recipient and its Board of Directors and management.
3. Human Resources. A full range of human resource services, which include, without limitation, corporate compensation, benefits, management development, payroll and general services. The corporate compensation function involves establishing compensation levels, administering benefit plans, and implementing salary programs. The benefits function revolves around policy setting, negotiating with vendors, administering retiree benefits and pay, and administering 401(k) and benefit programs. Management development involves the design and development of management training programs, internship programs, and corporate orientation. The payroll function includes account reconciliation, preparation of W-2s, preparation of paychecks, and a variety of other activities. General services include employee relations, recruiting, applicant review, hiring, orientation, and performance management.
4. Transportation. A full range of transportation services, which include, without limitation, arranging for transportation and affiliate (including Service Recipients) usage of aircraft in which Service Provider owns a partial interest, if any. The aircraft are utilized for transporting personnel to various locations to conduct various business initiatives and operations.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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5. Legal. A full range of legal services, which include, without limitation: (a) corporate governance; (b) contract structuring and review, including agent contracts and policy forms; (c) investment review; (d) litigation support, including agent and policyowner litigation; and (e) regulatory and market conduct compliance. In connection with the handling, defense and settlement of any pending or threatened litigation or other claims involving more than one Party hereto (or the officers, directors and/or the employees of one or more Party hereto), the Service Provider may allocate among such Parties (i) any of the Service Provider's service fees relating thereto, (ii) the fees and expenses of outside counsel and other experts, (iii) any settlement payments or advances of or reimbursements of costs or expenses made or to be made in connection with any indemnification relating thereto, and (iv) any settlement payments made or to be made, in such proportion as is appropriate to reflect the relative benefit received by each Party in connection with the underlying matter, as well as the relative fault of each Party in connection with such matter, taking into account any available insurance or rights to contractual indemnification from third parties.
 6. Facilities Management. A full range of facilities management services, which include, without limitation, managing all of the facilities that Service Recipients occupy. This includes responsibility for planning, managing and administering leases, workspace allocations and designs, leasehold improvements, internal moves, and maintenance and security.
 7. Tax. A full range of tax services, which include, without limitation: (a) planning and development of tax strategies; (b) research of the tax impact for transactions; (c) computation of tax accruals and expenses for financial reporting; (d) preparation and filing of federal, state and local tax returns; and (e) support for tax authorities' examinations.
 8. Audit Services. A full range of audit services, which include, without limitation: (a) internal audit activities, such as internal control, EDP and operational reviews; (b) coordination and assistance with external audits and regulatory examinations; and (c) compliance with rules and regulations surrounding accounting controls including applicable model audit rules and Sarbanes-Oxley.
 9. Communications. A full range of communication services, which include, without limitation: (a) the preparation and publication of external communications, human resource recruiting materials, and training materials; (b) establishing and maintaining internal and external web sites; (c) all corporate communication with employees; and (d) coordinating the corporate conference center.
 10. Printing and Supplies. A full range of printing services, which include, without limitation, internally or externally generated materials and mainframe computer reports, and a full range of supply and supplies management services, which include procurement of office and related supplies as well as promotional items for agents, customers, and employees.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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11. Telecommunications. A full range of telecommunications services, which include, without limitation: (a) local and long-distance telephone service and cellular phone and "blackberry" service; (b) analyst/technician services; (c) clerical/switchboard assistance; and (d) installation services.
 12. Mail and Delivery. A full range of mail and delivery services, which include, without limitation: (a) collecting and sorting mail; (b) scanning, imaging, and indexing insurance policy information; (c) managing relationships with and procuring services of private, third party delivery services; and (d) other related activities.
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 14. Executive/ Strategic and Operations Management. A full range of management services, which include, without limitation: (a) strategic management services, including development and implementation of corporate-wide and line of business strategic plans; and (b) operations management services, including monitoring and analysis of corporate-wide, line of business and individual affiliate processes and results.
 15. Records. A full range of record services, which include, without limitation, imaging, archiving and maintaining documents and records and also microfilming and storing policyholder information, and identifying and engaging third party service providers in connection with the same.
 16. Sales and Market Development. A full range of sales and market development services, which include, without limitation: (a) advanced sales support; (b) convention planning and cost; (c) marketing communications and advertising; and (d) education and training.
 17. Compliance. A full range of compliance services, which include, without limitation: (a) establishment, implementation, and monitoring of consistent sales practices through agent training, education, and standardization of forms and illustrations to comply with regulatory requirements and corporate objectives; (b) logging, researching, responding to and monitoring customer complaints; (c) logging, researching and responding to requests, inquiries and other correspondence from regulatory authorities; (d) managing market conduct and other regulatory examinations; (e) obtaining and maintaining required licenses; and (f) creating and administering anti-money laundering and privacy programs.
 18. Administration Services. A full range of administrative services, which include, without limitation, administrative support for policy issuance, maintenance, and terminations. Included within these services are the following: (a) receiving and processing applications, amendments and riders; (b) generating physical policies, contracts, amendments and riders; (c) customer billing and maintaining and updating customer

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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- payment records; (d) responding to customer inquiries; (e) administering requested policy or contract modifications consistent with applicable underwriting guidelines; (f) claims processing (contestable and non-contestable) and agency services; and (g) paying benefits.
19. Product Management. A full range of product management services, which include, without limitation: (a) product development and design; (b) product performance monitoring; (c) modeling analysis; (d) pricing determination; (e) actuarial support of reinsurance programs; (f) illustration capabilities; and (g) support and policy filings for new and existing policies.
 20. Actuarial and Corporate Valuation. A full range of actuarial and corporate valuation services, which include, without limitation: (a) actuarial support for the calculation of the amortization of deferred policy acquisition costs and acquired value of in-force; (b) actuarial analysis of financial reporting results; (c) financial reporting assistance; (d) financial management and planning activities; (e) expense analysis; (f) product profitability analysis; (g) cash flow testing; and (h) policy reserve establishment.
 21. Financial Services and Accounting. A full range of financial services, which include, without limitation: (a) general, statutory and line of business accounting, and related financial reporting and filings; (b) reinsurance accounting and administration of nonaffiliated third party reinsurance agreements; (c) financial administration of incentive compensation programs; (d) analysis of actual to planned and historic statutory financial results; (e) investment accounting; (f) implementation, management and oversight of accounting systems and operations; (g) strategic financial services, including (i) budgeting, (ii) development and implementation of corporate-wide and line of business financial plans, (iii) financial analysis and (iv) monitoring and analysis of corporate-wide, line of business and individual affiliate financial results and profitability, including business intelligence and detailed sales reporting and analysis; and (h) services relating to maintenance of ratings, which include, without limitation, production of information for rating agencies on a periodic and ad hoc basis and modeling of assets and liabilities based on rating agency models and criterias.
 22. Accounts Payable and Treasury. A full range of accounts payable and treasury services, which include, without limitation: (a) cash and liquidity management, including investments in short term cash equivalents; (b) cash planning, modeling and projections; (c) coordination between investment, liability and executive teams for cash requirements; (d) implementation and management of short term cash financing facilities; (e) proper planning in connection with processing accounts payables and other third party liabilities; and (f) opening and maintenance of bank accounts.
 23. Mergers, Acquisitions and Divestitures. A full range of corporate development services relating to mergers, acquisitions and divestiture activities, which include, without limitation, strategic, financial, legal and management activities related to the potential acquisition of, or mergers with, target companies or sales of existing companies or lines of business.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

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24. Risk Management. A full range of risk management services, which include, without limitation, identifying and managing potential market, financial, legal and other risks relating to assets, liabilities, operations, the applicable regulatory environment and other aspects of the business, including the modeling and hedging of such risks along with the probabilities of occurrence, and asset-liability matching and management.
 25. Shareholder Activities. A full range of services relating to shareholder activities, which include, without limitation, capital raising and financial reporting and preparation and administration of shareholder meetings.

Exhibit A to Amendment One to Shared Services and Cost Sharing Agreement

CREDIT AGREEMENT

dated as of January 22, 2016

among

**ATHENE HOLDING LTD.,
ATHENE LIFE RE LTD.
and
ATHENE USA CORPORATION,
as Borrowers,**

THE LENDERS FROM TIME TO TIME PARTY HERETO,

**CITIBANK, N.A.,
as Administrative Agent,**

**BARCLAYS BANK PLC
and
ROYAL BANK OF CANADA,
as Syndication Agents,**

and

**BMO HARRIS BANK, N.A.,
DEUTSCHE BANK SECURITIES INC.,
and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Documentation Agents**

**CITIGROUP GLOBAL MARKETS INC.,
BARCLAYS BANK PLC,
RBC CAPITAL MARKETS,
BMO CAPITAL MARKETS,
DEUTSCHE BANK SECURITIES INC.
and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Joint Book Managers**

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CREDIT AGREEMENT

This CREDIT AGREEMENT ("Agreement") is entered into as of January 22, 2016 among ATHENE HOLDING LTD., an exempted company incorporated under the laws of Bermuda ("AHL"), ATHENE LIFE RE LTD., an exempted company incorporated under the laws of Bermuda ("Athene Life Re"), and ATHENE USA CORPORATION, an Iowa corporation ("AUSA", together with AHL and Athene Life Re, collectively, the "Borrowers" and individually, a "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender") and CITIBANK, N.A., as Administrative Agent.

The Borrowers have requested that the Lenders provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein. Accordingly, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Accounting Change" has the meaning specified in Section 1.03(b).

"Act" has the meaning specified in Section 10.18.

"Administrative Agent" means Citibank in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrowers and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form acceptable to the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent Parties" has the meaning specified in Section 10.02(c).

"Agent-Related Persons" means the Administrative Agent, together with its Affiliates (including, in the case of Citibank in its capacity as the Administrative Agent, Citigroup Global Markets Inc.), and the partners, officers, directors, employees, agents and advisors of such Persons and Affiliates.

"Aggregate Commitment Reduction Notice" has the meaning specified in Section 2.04(a).

“Aggregate Commitments” means, as of the date of any determination, the Commitments of all of the Lenders then in effect. As of the date hereof, the Aggregate Commitments equal \$1,000,000,000.

“Agreement” means this Credit Agreement.

“AHL” has the meaning specified in the introductory paragraph hereto.

“AHL Fully-Diluted Voting Equity” has the meaning specified in the definition of “Change of Control”.

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Borrowers or their respective Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Insurance Regulatory Authority” means, with respect to any Regulated Insurance Company, the insurance commission or similar Governmental Authority located in the jurisdiction in which such Regulated Insurance Company is domiciled.

“Applicable Percentage” means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time, subject to adjustment as provided in Section 2.12. If the commitment of each Lender to make Loans has been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means, from time to time, the following percentages per annum, based upon the Debt Rating as set forth below:

<u>Pricing Level</u>	<u>Debt Rating</u>	<u>Eurodollar Rate+</u>	<u>Base Rate+</u>	<u>Commitment Fee</u>
1	≥ A-	1.125%	0.125%	0.150%
2	BBB+	1.375%	0.375%	0.175%
3	BBB	1.625%	0.625%	0.225%
4	BBB-	2.000%	1.000%	0.300%
5	< BBB-	2.500%	1.500%	0.500%

Initially, the Applicable Rate shall be set at Pricing Level 3. Thereafter, each change in the Applicable Rate resulting from a change in the Debt Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change.

“Approved Fund” means any Fund that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender or (iii) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means Citigroup Global Markets Inc., Barclays Bank PLC, RBC Capital Markets¹, BMO Capital Markets, Deutsche Bank Securities Inc. and Wells Fargo Securities, LLC, in their capacities as joint lead arrangers and joint book managers.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit D or any other form approved by the Administrative Agent.

“Athene Life Re” has the meaning specified in the introductory paragraph hereto.

“Audited Financial Statements” means the audited consolidated balance sheets of AHL and its Subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, equity and cash flows of AHL and its Subsidiaries for each of the three years in the period ended December 31, 2014, prepared in accordance with GAAP, including the notes thereto, in each case as most recently delivered prior to the date hereof.

“AUSA” has the meaning specified in the introductory paragraph hereto.

“Availability Period” means the period from and including the Effective Date to the earliest of (i) the Commitment Termination Date, (ii) the date of termination of the Aggregate Commitments pursuant to Section 2.04 and (iii) the date of termination of the commitment of each Lender pursuant to Section 8.02.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (i) the Federal Funds Rate plus 1/2 of 1%, (ii) the rate of interest in effect for such day as publicly announced from time to time by Citibank as its “prime rate” and (iii) the Eurodollar Rate for a term of one month plus 1.00%. The “prime rate” is a rate set by Citibank based upon various factors including Citibank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Citibank shall take effect at the opening of business on the day specified in the public announcement of such change.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Board of Directors” means, with respect to any Person, (i) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (ii) in the case of any limited liability company, the board of managers of such

¹ RBC Capital Markets is a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates.

Person or the board of directors or the board of managers of the managing member of such Person, as the case may be, (iii) in the case of any partnership, the board of directors or board of managers of the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing.

“Borrower” and “Borrowers” have the meanings specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning specified in Section 6.02.

“Borrowing” means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by the Lenders pursuant to Section 2.01.

“Business Day” means any day that is not a Saturday, Sunday or other day which is a legal holiday under the laws of the State of New York or of Bermuda or is a day on which banking institutions in the State of New York or in Bermuda are authorized or required by Law to close; provided that, when used in connection with a Eurodollar Rate Loan, the term “Business Day” means any such day that is also a day on which dealings in Dollar deposits are conducted by and between banks in the London interbank market.

“Capital and Surplus” means, for any Insurance Subsidiary as of any date, the total statutory capital and surplus (or any successor line item description that contains the same information) as shown in its Statutory Statement, or an amount determined in a consistent manner for any date other than one as of which a Statutory Statement was prepared.

“Capital Lease” of any Person means any lease of (or other arrangement conveying the right to use) property (whether real, personal or mixed) by such Person as lessee which would, in accordance with GAAP as in effect as of the date hereof, be required to be accounted for as a capital lease on the balance sheet of such Person.

“Capitalized Lease Obligations” means, as of any date of determination in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (i) the adoption or taking effect of any Law; (ii) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Change of Control” means the occurrence of any of the following events or series of events:

(i) at any time AHL shall cease, directly or indirectly, to own and control legally and beneficially 100% of the issued and outstanding Equity Interests of each of Athene Life Re and AUSA on a Fully-Diluted Basis;

(ii) prior to a Qualifying IPO, any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of a greater percentage of the Voting Securities of AHL, calculated on a Fully-Diluted Basis (the “AHL Fully-Diluted Voting Equity”), than that owned by the Sponsor Group; or

(iii) at any time after a Qualifying IPO, any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of a greater percentage of the AHL Fully-Diluted Voting Equity than the greater of (x) that percentage owned by the Sponsor Group and (y) 40% of the AHL Fully-Diluted Voting Equity.

“Citibank” means Citibank, N.A. and its successors.

“Code” means the Internal Revenue Code of 1986.

“Commitment” means, as to each Lender, its obligation to make Loans to the Borrowers pursuant to Section 2.01 in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Commitment Termination Date” means January 22, 2021; provided, however, that if such date is not a Business Day, the Commitment Termination Date shall be the next preceding Business Day.

“Compliance Certificate” means a certificate substantially in the form of Exhibit C.

“Conflicts Committee” means the Conflicts Committee of AHL organized and acting in accordance with the bylaws of AHL and the Conflicts Committee Provisions.

“Conflicts Committee Provisions” means the relevant provisions of the “Conflicts Committee Charter” and the “Conflicts Committee Procedures” of AHL in each case as in effect on the date hereof or as such charter or procedures may be amended or otherwise modified from time to time; provided that if any amendment or modification thereof is materially adverse to the interests of the Lenders, AHL shall obtain the prior written consent of the Required Lenders before giving effect to such amendment or modification.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated Adjusted Capitalization” means, as of any date of determination, the sum of (i) Consolidated Adjusted Debt as of such date plus (ii) Consolidated Net Worth as of such date plus, without duplication, (iii) the Hybrid Securities Allowed Amount as of such date.

“Consolidated Adjusted Debt” means, as of any date of determination, (i) Consolidated Total Debt as of such date minus (ii) Consolidated Operating Debt as of such date.

“Consolidated Debt to Capitalization Ratio” means, as of any date of determination, the ratio of (i) Consolidated Adjusted Debt as of such date to (ii) Consolidated Adjusted Capitalization as of such date.

“Consolidated Net Worth” means, as of any date of determination, the consolidated shareholders’ equity of AHL and its Subsidiaries as of such date determined in accordance with GAAP but excluding (i) any accumulated other comprehensive income balance according to FASB ASC 220 and (ii) any unrealized gains or losses relating to the component of DIG B 36 derivatives associated with funds withheld or modified coinsurance reinsurance treaties, other than investments associated with such treaties which are listed on Schedule BA of the applicable ceding company’s or assuming reinsurer’s Statutory Statement.

“Consolidated Operating Debt” means, as of any date of determination, all Debt of AHL and its Subsidiaries that constitutes Operating Debt, determined on a consolidated basis as of such date.

“Consolidated Total Assets” means at any date the total consolidated assets of AHL and its Subsidiaries, determined on a consolidated basis as of such date.

“Consolidated Total Debt” means, as of any date of determination, all Debt of AHL and its Subsidiaries, determined on a consolidated basis as of such date.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Debt” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (i) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (ii) without duplication, all non-contingent obligations (and, for purposes of Section 7.01 and Section 8.01(e), all contingent) obligations of such Person to reimburse any bank or other Person in respect of amounts paid under letters of credit (both standby and commercial), bankers’ acceptances, bank guaranties and similar instruments;
- (iii) any obligations (contingent or otherwise) of a Borrower or any Material Subsidiary under any Swap Contract other than obligations (contingent or otherwise) existing or arising under any Swap Contract entered into in the ordinary course of business (A) to hedge or mitigate risks to which such Borrower or such Subsidiary is exposed in the conduct of its business or the management of its liabilities and not for speculative purposes, (B) which are income generation transactions made in accordance with the income generation transaction rules set forth in the Purposes and Procedures Manual of the NAIC Securities Valuation Office, as such rules are in effect at the time of the transaction or (C) to replicate assets that would be admissible on

the balance sheet of any insurance company organized under the laws of one of the states of the United States of America in accordance with the replication synthetic asset transaction rules set forth in the Purposes and Procedures Manual of the NAIC Securities Valuation Office, as such rules are in effect at the time of the applicable transaction;

(iv) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable and accrued expenses payable and accruals for payroll, in each case, in the ordinary course of business);

(v) all obligations (A) of such Person under conditional sale or other title retention agreements relating to property purchased by such Person to the extent of the value of such property (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business) and (B) of others secured by a Lien on, or payable out of the proceeds of production from, any property or asset of such Person, whether or not such obligation is assumed by such Person; provided that the amount of any Debt of others that constitutes Debt of such Person solely by reason of this clause (v)(B) shall not for purposes of this Agreement exceed the greater of the fair market value of the properties or assets subject to such Lien and the amount of Debt secured thereby;

(vi) all Capitalized Lease Obligations;

(vii) all obligations of such Person to purchase securities or other property which arise out of or in connection with the sale of the same or substantially similar securities or property or any loans incurred by such Person which are principally secured by securities;

(viii) all obligations of such Person in respect of Disqualified Equity Interests;

(ix) the Debt of any other Person (including any partnership in which such Person is general partner and any unincorporated joint venture in which such Person is a joint venturer) to the extent such Person would by virtue of such Person's ownership interest in such other Person be liable therefor under applicable Law or any agreement or instrument to which it is a party, except to the extent the terms of such Debt and provide that such Person shall not be liable therefor; and

(x) all Guarantees of such Person in respect of any of the foregoing;

provided that, except for purposes of Section 7.01 and Section 8.01(e), "Debt" shall exclude an aggregate amount of obligations in respect of Hybrid Securities up to (but not exceeding) the Hybrid Securities Allowed Amount. The amount of any Limited Recourse Debt of any Person shall be equal to the lesser of (x) the aggregate principal amount of such Limited Recourse Debt for which such Person provides credit support constituting Debt and (y) the fair market value of any assets securing such Debt or to which such Debt is otherwise recourse. The amount of any Swap Contract shall be its Swap Termination Value. For the avoidance of doubt, notes issued by a special purpose trust formed solely to hold Funding Agreements and to issue funding agreement backed notes shall not be deemed to be Debt of AHL or its Subsidiaries for purposes of this Agreement if the obligations under such notes are Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries (other than the Regulated Insurance Company that issued such Funding Agreements to the extent of the obligations under such Funding Agreements).

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, rehabilitation, insolvency, reorganization, or similar debtor relief Laws of the United States, Bermuda or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Debt Ratings” means, as of any date of determination, the ratings as determined by Fitch and S&P (collectively, the “Debt Ratings”) of AHL’s non-credit-enhanced (except with respect to any Guarantee), senior unsecured long-term debt or, if such ratings are not available, the issuer default rating or issuer credit rating, as applicable, of AHL by Fitch and S&P; provided that: (a) if the respective Debt Ratings issued by the foregoing rating agencies differ by one level, then the Pricing Level for the higher of such Debt Ratings shall apply (with the Debt Ratings for Pricing Level 1 being the highest and the Debt Ratings for Pricing Level 5 being the lowest); (b) if there is a split in Debt Ratings of more than one level, then the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply; (c) if AHL has only one Debt Rating, the Pricing Level that is one level lower than that of such Debt Rating shall apply; and (d) if AHL does not have any Debt Rating, Pricing Level 5 shall apply.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2.00% per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2.00% per annum.

“Defaulting Lender” means at any time, subject to Section 2.12(b), (i) any Lender that has failed for two or more Business Days to comply with its obligations under this Agreement to make a Loan or make any other payment due hereunder (each, a “funding obligation”), unless such Lender has notified the Administrative Agent and the Borrowers in writing that such failure is the result of such Lender’s good faith determination that one or more conditions precedent to funding have not been satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing), (ii) any Lender that has notified the Administrative Agent or the Borrowers in writing, or has stated publicly, that it does not intend to comply with its funding obligations hereunder, unless such writing or statement states that such position is based on such Lender’s good faith determination that one or more conditions precedent to funding cannot be satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing or public statement), (iii) any Lender that has, for three or more Business Days after written request of the Administrative Agent or the Borrowers, failed to confirm in writing to the Administrative Agent and the Borrowers that it will comply with its prospective funding obligations hereunder (provided that such Lender will cease to be a Defaulting Lender pursuant to this clause (iii) upon the Administrative Agent’s and the Borrowers’ receipt of such written confirmation), (iv) any Lender with respect to which a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company or (v) any Lender that has become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any of clauses (i) through (iv) above will be conclusive and binding absent manifest error, and such Lender will be deemed to be a Defaulting Lender (subject to Section 2.12(b)) upon notification of such determination by the Administrative Agent to the Borrowers and the Lenders.

“Designated Special Purpose Subsidiary” means a Subsidiary that is a special or limited purpose entity utilized in connection with transactions to reduce regulatory capital requirements applicable to any Regulated Insurance Company related to (i) NAIC Regulation XXX or AXXX or other similar life reserve requirements promulgated by the Applicable Insurance Regulatory Authority or (ii) closed blocks of policies established in connection with prior demutualization transactions.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction and any issuance of Equity Interests by a Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Disqualified Equity Interest” means any Equity Interest which, by its terms (or the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (i) matures or is mandatorily redeemable (other than solely for Equity Interests that are not Disqualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (ii) is redeemable in cash at the option of the holder thereof, in whole or in part, (iii) provides for the scheduled payments of dividends in cash, or (iv) is or becomes on a scheduled date or at the option of the holder thereof convertible into or exchangeable for Debt or any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (i) through (iv), prior to the date that is 91 days after the Commitment Termination Date; provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees of any Borrower or any Subsidiary or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by a Borrower or its Subsidiary in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability.

“Dollar” and “\$” mean lawful money of the United States.

“EEA Financial Institution” means (i) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (ii) any entity established in an EEA Member Country which is a parent of an institution described in clause (i) of this definition, or (iii) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (i) or (ii) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which this Agreement becomes effective in accordance with Section 4.01.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Sections 10.06(b)(iii) and 10.06(b)(v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

“Embargoed Jurisdiction” means any country or territory that is the subject of a comprehensive embargo under applicable Sanctions, as modified from time to time by relevant Governmental Authorities.

“Environmental Laws” means any and all Federal, state, local, and foreign statutes, Laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or binding governmental restrictions, including all common law, relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“Equity Interests” means, as to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrowers within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA).

“ERISA Event” means: (i) a Reportable Event with respect to a Pension Plan; (ii) the failure by any Borrower or ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules or the filing of an application for the waiver of the minimum funding standards under the Pension Funding Rules; (iii) the incurrence by any Borrower or ERISA Affiliate of any liability pursuant to Section 4063 or 4064 of ERISA or a cessation of operations with respect to a Pension Plan within the meaning of Section 4062(e) of ERISA; (iv) a complete or partial withdrawal by any Borrower or ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization or insolvent (within the meaning of Title IV of ERISA); (v) the filing of a notice of intent to terminate a Pension Plan under, or the treatment of a Pension Plan amendment as a termination under, Section 4041 of ERISA; (vi) the institution by the PBGC of proceedings to terminate a Pension Plan; (vii) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (viii) the determination that any Pension Plan is in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) or that a Multiemployer Plan is in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (ix) the imposition or incurrence of any material liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Borrower or ERISA Affiliate; (x) the engagement by any Borrower or ERISA Affiliate in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; or (xi) the imposition of a lien upon any Borrower pursuant to Section 430(k) of the Code or Section 303(k) of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Eurodollar Illegality Event” has the meaning specified in Section 3.02.

“Eurodollar Rate” means:

(i) for any Interest Period as to any Eurodollar Rate Loan, (A) the rate per annum determined by the Administrative Agent to be the offered rate which appears on the page of the Reuters Screen which displays an average London interbank offered rate administered by the ICE Benchmark Administration (or any other Person which takes over the administration of that rate) (such page currently being LIBOR01 or LIBOR02 page) (the “ICE Rate”) for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (London, England time), two Business Days prior to the commencement of such Interest Period, (B) in the event the rate referenced in the preceding clause (A) does not appear on such page or service or if such page or service shall cease to be available, the rate determined by the Administrative Agent to be the offered rate on such other page or other service which displays the ICE Rate for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (London, England time) two Business Days prior to the commencement of such Interest Period or (C) in the event the rates referenced in the preceding clauses (A) and (B) are not available, the rate which results from interpolating on a linear basis between (x) the applicable ICE Rate for the longest period (for which that ICE Rate is available) which is less than such Interest Period and (y) the applicable ICE Rate for the shortest period (for which that ICE Rate is available) which exceeds such Interest Period, each determined as of approximately 11:00 a.m. (London, England time) two Business Days prior to the commencement of such Interest Period; and

(ii) when used with respect to clause (iii) of the definition of “Base Rate” only, as of any date of determination, (A) the rate per annum determined by the Administrative Agent to be the offered rate which appears on the page of the Reuters Screen which displays the ICE Rate for deposits in Dollars being delivered in the London interbank market for a term of one month commencing on such date, determined as of approximately 11:00 a.m. (London, England time) two Business Days prior to such date, (B) in the event the rate referenced in the preceding clause (A) does not appear on such page or service or if such page or service shall cease to be available, the rate determined by the Administrative Agent to be the offered rate on such other page or other service which displays the ICE Rate for deposits in Dollars being delivered in the London interbank market for a term of one month commencing on such date or (C) in the event the rates referenced in the preceding clauses (A) and (B) are not available, the rate which results from interpolating on a linear basis between (x) the applicable ICE Rate for the longest period (for which that ICE Rate is available) which is less than a term of one month and (y) the applicable ICE Rate for the shortest period (for which that ICE Rate is available) which exceeds a term of one month, each determined as of approximately 11:00 a.m. (London, England time) two Business Days prior to such date; provided that, if such date is not a Business Day, the rate under this clause (ii) for such date shall be the rate determined in accordance with this clause (ii) for the immediately preceding Business Day;

provided that in no case shall the Eurodollar Rate be less than 0.00% per annum.

“Eurodollar Rate Loan” means a Loan that bears interest at a rate based on clause (i) of the definition of “Eurodollar Rate”.

“Event of Default” has the meaning specified in Section 8.01.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (A) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (B) that are Other Connection Taxes, (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (A) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 10.13) or (B) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (iii) Taxes attributable to such Recipient’s failure to comply with Section 3.01(e) and (iv) any U.S. federal withholding Taxes imposed pursuant to FATCA.

“Existing Credit Agreement” means the Credit Agreement dated as of September 20, 2013 among AHL, Athene Life Re, AUSA and Citibank, N.A., as administrative agent, as amended or otherwise modified prior to the date of this Agreement.

“FASB ASC” means the Accounting Standards Codification of the Financial Accounting Standards Board.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any intergovernmental agreement with respect thereto, and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Citibank on such day on such transactions as determined by the Administrative Agent; provided, however, that if the Federal Funds Rate as set forth above shall be less than 0.00% per annum at any time, the “Federal Funds Rate” for purposes hereof shall be deemed to be 0.00% per annum at such time.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System of the United States.

“Fee Letters” means the fee letters dated as of November 25, 2015 among AHL, certain of the Arrangers and the Lenders party thereto.

“Financial Officer” means, as to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person.

“Fitch” means Fitch Ratings, Inc.

“Foreign Lender” means (i) if the applicable Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (ii) if the applicable Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

“Fully-Diluted Basis” means, for purposes of determining the aggregate amount of issued and outstanding Equity Interests of a Person, the issued and outstanding Equity Interests of such Person assuming the conversion and exercise of all outstanding warrants, options or other rights for the purchase or acquisition of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person and all warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests).

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“Funding Agreement” means any agreement for a Regulated Insurance Company to accept and accumulate funds and to make one or more payments at future dates in amounts that are not based on mortality or morbidity contingencies of the Person to whom such agreement is issued.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Governmental Authority” means any nation or government, or state or political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body (including any Applicable Insurance Regulatory Authority), court, administrative tribunal central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (i) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (A) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (B) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (C) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (D) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guaranty” means the Guaranty made by the Borrowers in favor of the Administrative Agent and the Lenders, substantially in the form of Exhibit F.

“Hybrid Securities” means, at any time, trust preferred securities, deferrable interest subordinated debt securities, mandatory convertible debt or other hybrid securities issued by any Borrower or any Subsidiary.

“Hybrid Securities Allowed Amount” means, at any date, the lesser of (i) the aggregate Hybrid Securities Amount for all Hybrid Securities and (ii) 15.0% of Consolidated Adjusted Capitalization at such date.

“Hybrid Securities Amount” means, with respect to any Hybrid Security, the principal amount (which principal amount may be a portion of the aggregate principal amount) of such Hybrid Security that is accorded equity treatment by S&P at the time of issuance thereof.

“Indemnified Taxes” means (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Borrower under any Loan Document and (ii) to the extent not otherwise described in clause (i), Other Taxes.

“Indemnitee” has the meaning specified in Section 10.04(b).

“Ineligible Assignee” means a Person disclosed by the Borrowers (i) on a list of competitors identified to the Administrative Agent (which shall promptly provide the identity of any such competitors to the Lenders) as updated from time to time by the Borrowers and approved by the Administrative Agent (which approval shall not be unreasonably withheld, conditioned or delayed), (ii) on a list of other Persons identified and accepted by the Administrative Agent prior to the Effective Date and (iii) an Affiliate of a Person described in the foregoing clause (ii) if such Affiliate is identified in writing by name by the Borrowers to the Administrative Agent (which shall promptly provide the identity of such Affiliate to the Lenders); provided that, no Person disclosed by the Borrowers to the Administrative Agent after the Effective Date pursuant to clauses (i) and (iii) shall be deemed an “Ineligible Assignee” for any purpose hereunder until the fifth Business Day following such disclosure.

“Information” has the meaning specified in Section 10.07.

“Insurance Business” shall mean one or more aspects of the business of selling, issuing or underwriting insurance or reinsurance.

“Insurance Subsidiary” means any (i) Regulated Insurance Company and (ii) direct or indirect Subsidiary of such a Subsidiary.

“Interest Payment Date” means (i) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Commitment Termination Date; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates, and (ii) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Commitment Termination Date.

“Interest Period” means as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, three or six months (or twelve months if consented to by all of the Lenders) thereafter, as selected by the applicable Borrower in its Loan Notice; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Eurodollar Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Commitment Termination Date.

“IRS” means the United States Internal Revenue Service.

“Judgment Currency” has the meaning specified in Section 10.19.

“Judgment Currency Conversion Date” has the meaning specified in Section 10.19.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lender” has the meaning specified in the introductory paragraph hereto.

“Lender Insolvency Event” means that (i) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors or (ii) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrowers and the Administrative Agent.

“Lien” means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever in the nature of a security interest (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property and any financing lease having substantially the same economic effect as any of the foregoing).

“Limited Recourse Debt” means with respect to any Person, Debt of such Person as to which either (i) the maximum aggregate amount of such Person’s liability is limited to an amount less than the amount of such Debt or (ii) as to which the recourse of the creditor holding such Debt for payment of such Debt is limited to the assets securing such Debt.

“Loan” has the meaning specified in Section 2.01.

“Loan Documents” means this Agreement, each Note, the Guaranty and the Fee Letters.

“Loan Notice” means a notice of (i) a Borrowing, (ii) a conversion of Loans from one Type to the other or (iii) a continuation of Eurodollar Rate Loans pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

“Margin Stock” means margin stock within the meaning of Regulation T, Regulation U or Regulation X.

“Market Disruption Event” has the meaning specified in Section 3.03.

“Master Agreement” means any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement, together with any related schedules.

“Material Adverse Effect” means: (i) a material adverse effect on the operations, business, properties or financial condition of AHL and its Subsidiaries taken as a whole; (ii) a material impairment of the ability of the Borrowers, taken as a whole, to perform their obligations under the Loan Documents; (iii) a material adverse effect on the legality, validity, binding effect or enforceability against any Borrower of any Loan Document to which it is a party; or (iv) a material adverse effect on the rights, remedies and benefits available to, or conferred upon, the Administrative Agent or any Lender under any Loan Documents, taken as a whole.

“Material Insurance Subsidiary” means (i)(A) Athene Annuity & Life Assurance Company, a Delaware corporation and (B) Athene Annuity and Life Company, a stock life insurance company organized under the laws of Iowa, and (ii) any other Insurance Subsidiary (whether existing on or acquired or formed after the Effective Date) organized under the laws of the United States or any political subdivision thereof (a “U.S. Insurance Subsidiary”) having Capital and Surplus, calculated excluding the value of its investment in any other U.S. Insurance Subsidiary of AHL, equal to 10% or more of the sum total of the Capital and Surplus of all of AHL’s U.S. Insurance Subsidiaries, with the Capital and Surplus of each U.S. Insurance Subsidiary being added to the sum excluding the value of its investment in any other U.S. Insurance Subsidiary of AHL.

“Material Subsidiary” means, subject to Section 6.02, (i) a Subsidiary whose total assets (determined on a consolidated basis in accordance with GAAP for such Subsidiary and its direct and indirect Subsidiaries) are in excess of 10% of the Consolidated Total Assets of AHL and its Subsidiaries (based upon and as of the date of delivery of the most recent consolidated financial statements of AHL furnished pursuant to Section 4.01(a)(viii), Section 6.01(i) or Section 6.01(ii), as applicable), or (ii) any other Subsidiary of AHL that has been designated by AHL to the Administrative Agent as a Material Subsidiary in accordance with Section 6.02(i)(c) (until such designation is revoked in writing by AHL).

“Maximum Rate” has the meaning specified in Section 10.09.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Borrower or ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Multiple Employer Plan” means a Plan with respect to which any Borrower or any ERISA Affiliate is a contributing sponsor which has two or more contributing sponsors (including any Borrower or ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“NAIC” means the National Association of Insurance Commissioners.

“Non-Consenting Lender” means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (ii) has been approved by the Required Lenders.

“Non-Defaulting Lender” means, at any time, a Lender that is not a Defaulting Lender.

“Non-Recourse Debt” means with respect to any Person, Debt if, but only if: (i) such Person (A) provides no credit support of any kind for such Debt (including any undertaking, agreement or instrument that would constitute Debt) and (B) is not directly or indirectly liable as a guarantor or otherwise for such Debt; and (ii) no default with respect to such Debt would permit upon notice, lapse of time or both any holder of any other Debt (other than the Loans) of such Person to declare a default on such other Debt or cause the payment thereof to be accelerated or payable prior to its stated maturity.

“Note” means a promissory note made by a Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit B.

“Obligation Currency” has the meaning specified in Section 10.19.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Borrower arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the foregoing, the Obligations include (i) the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by any Borrower under any Loan Document and (ii) the obligation of any Borrower to reimburse any amount in respect of any of the foregoing that the Administrative Agent or any Lender, in each case in its sole discretion, may elect to pay or advance on behalf of such Borrower.

“Operating Debt” means, as to any Person at a particular time, without duplication, all of the following to the extent constituting Debt:

(i) if such Person is a Regulated Insurance Company, Debt of such Person borrowed or issued in the ordinary course of business (A) evidenced by, or arising under, surplus notes issued in connection with one or more Regulatory Capital Transactions, (B) owing to a Federal Home Loan Bank (x) under a liquidity facility provided by a Federal Home Loan Bank or (y) in respect of long-term community investment advances and (C) under Funding Agreements;

(ii) if such Person is a Regulated Insurance Company that is a Designated Special Purpose Subsidiary, Debt of such Person incurred in the ordinary course of business in connection with one or more Regulatory Capital Transactions;

(iii) Debt of such Person incurred in the ordinary course of business to the extent such Debt is excluded from financial leverage by both S&P and Moody's in their evaluation of such Person and is treated as a hybrid capital instrument by both S&P and Moody's in their evaluation of such Person;

(iv) A Debt or other obligations that are consolidated on the balance sheet of such Person solely as a result of the obligor under such Debt being deemed a "Variable Interest Entity" under FASB ASC 810 if such Debt or other obligations are Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries;

(v) to the extent that a reimbursement obligation in respect thereof is not yet due, obligations under letters of credit, bank guarantees and similar instruments (A) issued for the account of any Designated Special Purpose Subsidiary in connection with one or more Regulatory Capital Transactions if such Debt is Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries other than such Designated Special Purpose Subsidiary, (B) issued for the account of an Insurance Subsidiary to support obligations under Reinsurance Agreements or Retrocession Agreements or (C) of any Person issued in the ordinary course of business;

(vi) obligations with respect to Policies, Reinsurance Agreements and Retrocession Agreements; and

(vii) obligations under Permitted Repo and Securities Lending Agreements.

"Operating Lease" means, as applied to any Person, a lease (including leases which may be terminated by the lessee at any time) of any property (whether real, personal or mixed) by such Person as lessee which is not a Capital Lease.

"Organizational Documents" of a Person means: (i) if such Person is a corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) of such Person; (ii) if such Person is a limited liability company, the certificate or articles of formation or organization and operating agreement of such Person; and (iii) if such Person is a partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization of such Person and any agreement, instrument, filing or notice with respect thereto filed in connection with such Person's formation or organization with the applicable Governmental Authority in the jurisdiction of such Person's formation or organization and, if applicable, any certificate or articles of formation or organization of such Person.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

“Outstanding Amount” means with respect to the Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date.

“Parent Company” means, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

“Participant” has the meaning specified in Section 10.06(d).

“Participant Register” has the meaning specified in Section 10.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Act” means the Pension Protection Act of 2006.

“Pension Funding Rules” means the rules of the Code and ERISA regarding minimum funding standards and minimum required contributions (including any installment payment thereof) to Pension Plans and Multiemployer Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

“Pension Plan” means any employee pension benefit plan (including a Multiple Employer Plan, but excluding a Multiemployer Plan) that is maintained or is contributed to by any Borrower or ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

“Permitted Repo and Securities Lending Agreements” means any Debt of the type described in clause (vii) of the definition thereof (i) that is owing by a Person considered to be a “Variable Interest Entity” under FASB ASC 810 the obligations of which are consolidated on the balance sheet of AHL and its Subsidiaries solely as a result of AHL and/or one or more of its Subsidiaries being deemed the primary beneficiary of such Person under FASB ASC 810 and which is Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries, (ii) incurred in the ordinary course of business by a Regulated Insurance Company to fund its short term liquidity requirements, (iii) incurred in the ordinary course of business by a Regulated Insurance Company pursuant to an agreement under which assets that are ineligible to be pledged to secure Debt or a Swap Contract permitted hereunder are transferred to a third-party in exchange for either (x) assets or (y) funds, the proceeds of which are used to acquire assets, that in either case are eligible to be pledged to secure such Debt or Swap Contract or (iv) to the extent not described in the foregoing clauses (i), (ii) or (iii), in an aggregate outstanding principal amount not exceeding 5.0% of the Consolidated Total Assets of AHL and its Subsidiaries at any time.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA, maintained for employees of any Borrower or Subsidiary, or any such plan to which any Borrower or Subsidiary is required to contribute on behalf of any of its employees or with respect to which any Borrower or Subsidiary has any liability.

“Platform” has the meaning specified in Section 6.02.

“Policies” means all insurance policies, annuity contracts, guaranteed interest contracts and Funding Agreements (including riders to any such policies or contracts, certificates issued with respect to group life insurance or annuity contracts and any insurance contracts issued in connection with retirement plans or arrangements) and assumption certificates issued or to be issued (or filed pending current review by applicable Governmental Authorities) by any Regulated Insurance Company.

“Public Lender” has the meaning specified in Section 6.02.

“Qualifying IPO” means the registration by AHL of its common Equity Interests (other than pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act of 1933, as amended (and the rules and regulations of the SEC promulgated thereunder), or the Securities Exchange Act of 1934, as amended (whether alone or in connection with a secondary public offering), with the Equity Interests so registered being listed on the New York Stock Exchange or the NASDAQ Market; provided that, prior to or after giving effect to such registration, not less than 15% of the common Equity Interests of AHL on a fully-diluted basis are held by Persons who are not Affiliates of AHL.

“Recipient” means the Administrative Agent or any Lender.

“Register” has the meaning specified in Section 10.06(c).

“Regulated Insurance Company” shall mean any Subsidiary of AHL, whether now owned or hereafter formed or acquired, that is authorized or admitted to carry on or transact Insurance Business in any jurisdiction and is regulated by any Applicable Insurance Regulatory Authority.

“Regulation T” means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulatory Capital Transaction” means with respect to a Designated Special Purpose Subsidiary, transactions to reduce regulatory capital requirements applicable to any Regulated Insurance Company related to (i) NAIC Regulation XXX or AXXX or other similar life reserve requirements promulgated by the Applicable Insurance Regulatory Authority or (ii) closed blocks of policies established in connection with prior demutualization transactions.

“Reinsurance Agreement” shall mean any agreement, contract, treaty or other arrangement whereby one or more insurers, as reinsurers, assume liabilities under Policies issued by another insurance company or companies.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, attorneys-in-fact, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Related Party Transactions Policy” means the “Related Party Transactions Policy” of AHL as in effect on the date hereof or as such policy may be amended or otherwise modified from time to time; provided that if any amendment or modification thereof is materially adverse to the interests of the Lenders, AHL shall obtain the prior written consent of the Required Lenders before giving effect to such amendment or modification.

“Removal Effective Date” has the meaning specified in Section 9.06(b).

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

“Required Lenders” means, at any time, Lenders having Commitments or, if the Commitments have been terminated in accordance with the terms of this Agreement, Loans outstanding, representing more than 50% of the Aggregate Commitments or Loans of all Lenders, as applicable. The Commitment and any Loans outstanding of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

“Resignation Effective Date” has the meaning specified in Section 9.06(a).

“Responsible Officer” means the chief executive officer, president, executive vice president or a Financial Officer of a Borrower. Any document delivered hereunder that is signed by a Responsible Officer of a Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Borrower.

“Restricted Payment” means (a) any dividend or other distribution (whether in cash, securities or other property) by a Person or any of its Subsidiaries with respect to their respective Equity Interests, or (b) any payment (whether in cash, securities or other property) by a Person or any of its Subsidiaries, including any sinking fund or similar deposit, (i) on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any of their respective Equity Interests, or (ii) on account of any return of capital to such Person’s shareholders, partners or members (or the equivalent Persons thereof).

“Retrocession Agreement” means any agreement, contract, treaty or other arrangement whereby one or more insurers or reinsurers, as retrocessionaires, assume liabilities of reinsurers under a Reinsurance Agreement or other retrocessionaires under another Retrocession Agreement.

“Sanctioned Person” means, at any time, (i) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union or any European Union member state, (ii) any Person located in, resident in or organized under the laws of an Embargoed Jurisdiction, or (iii) any Person owned or controlled by a Person described in the foregoing clauses (i) or (ii).

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (ii) the United Nations Security Council, or (iii) the European Union or Her Majesty’s Treasury of the United Kingdom.

“S&P” means Standard & Poor’s Financial Services Inc., a Standard & Poor’s Financial Services LLC business.

“SAP” means the accounting procedures and practices prescribed or permitted by the Applicable Insurance Regulatory Authority or the NAIC.

“SEC” means the Securities and Exchange Commission.

“Securities Regulator” means the SEC or any comparable Governmental Authority in any applicable non-U.S. jurisdiction.

“Sponsor” means Apollo Global Management, LLC, or any investment fund or managed account managed by Apollo Global Management, LLC or any of their respective Affiliates (in each case, other than any operating portfolio companies or AHL or any of its Subsidiaries).

“Sponsor Group” means, collectively, the Sponsor and any employees of or consultants to the Sponsor.

“Statutory Statement” means a statement of the condition and affairs of a Borrower or an Insurance Subsidiary, as applicable, in each case prepared in accordance with SAP, and filed with the Applicable Insurance Regulatory Authority.

“Subsidiary” of a Person means any corporation, partnership, limited liability company, association, joint venture or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency, including the power to cause the termination, removal or replacement of a manager or general partner, whether or not such contingency has occurred) are at the time beneficially owned or the management of which is controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of AHL. For the avoidance of doubt, a special purpose trust formed solely to hold Funding Agreements and to issue funding agreement backed notes shall not be deemed to be a Subsidiary for purposes of this Agreement.

“Swap Contract” means (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, credit derivatives, total return swaps, futures, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or other derivatives or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (ii) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any Master Agreement, including any such obligations or liabilities under any Master Agreement.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (i) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (ii) for any date prior to the date referenced in clause (i), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender), in each case expressed as a negative number to the extent the termination value is payable to or the mark-to-market value is in favor of the applicable Borrower or Material Subsidiary or as a positive number to the extent the termination value is payable to or the market-to-market value is in favor of the applicable counterparty to the applicable Borrower or Material Subsidiary under such Swap Contract.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Threshold Amount” means \$100,000,000.

“Trade Date” means, as to a particular assignment or participation of an interest hereunder to a Person, the date on which the applicable Lender enters into a binding agreement to sell and assign or participate all or a portion of its rights and obligations under this Agreement to such Person.

“Type” means with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

“Unaudited Financial Statements” means the unaudited consolidated balance sheet of AHL and its Subsidiaries, and the related consolidated statements of income and comprehensive income and shareholders’ equity, for each interim quarterly period which has ended since the date of the Audited Financial Statements at least 60 days prior to the Effective Date, together with such unaudited financial statements for the three, six or nine- month period, as applicable, ended on the last day of the most recent of such fiscal periods.

“United States” and “U.S.” mean the United States of America.

“Unsubordinated Debt” means (a) Debt of a Subsidiary of AHL (other than a Borrower) owed to a Person other than AHL or any of its Subsidiaries or (b) Debt of a Borrower owed to a Subsidiary that is not a Borrower that, in either case, is not expressly subordinated to the prior payment of the Obligations on terms that have been consented to by the Administrative Agent in its reasonable discretion (such consent to be unreasonably withheld or delayed, it being understood that the terms of such subordination will permit payments to be made on such Debt if no Default or Event of Default has occurred and is continuing), in each case excluding (i) Obligations and any Guarantees of any Obligations, and (ii) Operating Debt other than Operating Debt incurred under clause (v)(C) of the definition thereof.

“U.S. Borrower” means any Borrower that is a U.S. Person.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(g)(ii)(B)(3).

“Voting Securities” means Equity Interests of any Person having ordinary power to vote in the election of members of the board of directors, managers, trustees or other controlling Persons of such Person (irrespective of whether, at the time, Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency).

“wholly-owned” means, as to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (i) director’s qualifying shares and (ii) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly-owned Subsidiaries of such Person.

“Withholding Agent” means any Borrower and the Administrative Agent.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organizational Document and the Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns and, in the case of any Governmental Authority, any other Governmental Authority succeeding to its functions, (iii) the words “hereto”, “herein”, “hereof” and “hereunder”, and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including”.

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) For the avoidance of doubt, in no event shall Athene Life Re be liable for any obligations of any other Borrower under this Agreement or any other Loan Document except as set forth in the Guaranty.

Section 1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Debt of AHL and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If at any time any change in GAAP (each change, an “Accounting Change”) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrowers or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such Accounting Change (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP without giving effect to such Accounting Change and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such Accounting Change.

Section 1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.06 Timing of Payment or Performance When payment of any obligation is stated to be due or the performance of any covenant, duty or obligation is required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

ARTICLE II
THE COMMITMENTS AND LOANS

Section 2.01 Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “Loan”) in Dollars to the Borrowers from time to time, on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Applicable Percentage of the then Aggregate Commitments; provided, however, that after giving effect to any Borrowing, (i) the Outstanding Amount shall not exceed

the Aggregate Commitments and (ii) the principal amount of each Lender's outstanding Loans shall not exceed such Lender's Applicable Percentage of the Aggregate Commitments. Within the limits of each Lender's Commitment and the Aggregate Commitments, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.01, prepay under Section 2.03, and reborrow under this Section 2.01. Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

Section 2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon a Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if a Borrower wishes to request Eurodollar Rate Loans having an Interest Period of twelve months in duration as provided in the definition of "Interest Period", the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested twelve-month Interest Period is acceptable to all of them. Not later than 11:00 a.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the applicable Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each telephonic notice by a Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the applicable Borrower. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If a Borrower fails to specify a Type of Loan in a Loan Notice or if a Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If a Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the applicable Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. Each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02, the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by (i) crediting the

account of the applicable Borrower on the books of Citibank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the applicable Borrower. Each Lender may, at its option, make any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of such Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrowers and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrowers and the Lenders of any change in Citibank's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten Interest Periods in effect with respect to Loans.

Section 2.03 Prepayments.

(a) Any Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that: (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) three Business Days prior to any date of prepayment of Eurodollar Rate Loans and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein; provided that such notice may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by such Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.12, each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) If for any reason the Outstanding Amount at any time exceeds the Aggregate Commitments then in effect, the Borrowers shall immediately prepay Loans in an aggregate amount equal to such excess.

Section 2.04 Termination or Reduction of Commitments.

(a) Optional. The Borrowers may, upon notice (an "Aggregate Commitment Reduction Notice") to the Administrative Agent, terminate the Aggregate Commitments, or from time to time permanently reduce the Aggregate Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. three Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Borrowers shall not terminate or reduce the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Amount would exceed the Aggregate Commitments. The Administrative Agent will promptly notify the Lenders of any notice of termination or reduction of the Aggregate Commitments; provided that such notice may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrowers (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any reduction of the Aggregate Commitments shall be applied to the Commitment of each Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

(b) Mandatory. The Aggregate Commitments shall be automatically and permanently reduced to zero on the Commitment Termination Date.

Section 2.05 Repayment of Loans. The Borrowers shall repay to the Lenders on the Commitment Termination Date the aggregate principal amount of Loans outstanding on such date, together with accrued and unpaid interest thereon and all other Obligations then due and owing.

Section 2.06 Interest.

(a) Subject to the provisions of paragraph (b) below, (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) (i) Upon the occurrence and during the continuance of an Event of Default pursuant to Section 8.01(a), to the fullest extent permitted by applicable Laws, such amounts as are then due and payable hereunder and unpaid shall bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate; and

(ii) upon the request of the Required Lenders, upon the occurrence and during the continuance of any Event of Default, to the fullest extent permitted by applicable Laws, all of the Obligations hereunder shall bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate; provided that upon the occurrence of an Event of Default under Section 8.01(f), the Obligations hereunder shall, to the fullest extent permitted by applicable Laws, automatically accrue interest at the Default Rate.

(c) Upon the occurrence and during the continuance of any Event of Default, any Eurodollar Rate Loan will convert to a Base Rate Loan at the end of the Interest Period then in effect for such Eurodollar Rate Loan.

(d) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.07 Fees.

(a) *Commitment Fee.* The Borrowers shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a commitment fee equal to the Applicable Rate times the actual daily amount by which the Aggregate Commitments exceed the Outstanding Amount. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Effective Date, and on the last day of the Availability Period.

(b) *Other Fees.*

(i) The Borrowers shall pay to the Arrangers party to a Fee Letter for their own respective accounts fees in the amounts and at the times specified in such Fee Letter. All such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrowers shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

Section 2.08 Computation of Interest and Fees All computations of interest for Eurodollar Rate Loans shall be made on the basis of a year of 360 days and actual days elapsed (which results in more interest being paid than if computed on the basis of a 365-day year). All other computations of fees and interest shall be made on the basis of a 365 or 366-day year, as the case may be, and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.09 Evidence of Debt. The Borrowings made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Borrowings made by the Lenders and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, each Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type, amount and maturity of its Loans and payments with respect thereto.

Section 2.10 Payments Generally: Administrative Agent's Clawback.

(a) *General.* All payments to be made by the Borrowers shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by a Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) *Clawback.*

(i) *Funding by Lenders; Presumption by Administrative Agent* Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by a Borrower, the interest rate applicable to Base Rate Loans. If such Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by a Borrower shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) *Payments by Borrowers; Presumptions by Administrative Agent* Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the

Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) *Failure to Satisfy Conditions Precedent*. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the applicable Borrower by the Administrative Agent because the conditions to the applicable Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) *Obligations of Lenders Several*. The obligations of the Lenders hereunder to make Loans and payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan or payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 10.04(c).

(e) *Funding Source*. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan or other funding obligation in any particular place or manner.

Section 2.11 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans and accrued interest thereon greater than its pro-rata share thereof as provided herein, then the Lender receiving such greater proportion shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing to them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant.

The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

Section 2.12 Defaulting Lenders

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Termination of Defaulting Lender Commitment. The Borrowers may terminate the unused amount of the Commitment of a Defaulting Lender upon not less than two Business Days' prior notice to the Administrative Agent (which will promptly notify the Lenders thereof), and in such event the provisions of clause (iii) below will apply to all amounts thereafter paid by any Borrower for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts), provided that such termination will not be deemed to be a waiver or release of any claim any Borrower, the Administrative Agent, or any Lender may have against such Defaulting Lender, or cause such Defaulting Lender to be a Non-Defaulting Lender.

(ii) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders" and Section 10.01.

(iii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrowers may request (if no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrowers, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, if no Default or Event of Default exists, to the payment of any amounts owing to any Borrower as a result of any judgment of a court of competent jurisdiction obtained by such Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans and held by the Lenders pro rata in accordance with the Commitments. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.12(a)(iii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iv) Certain Fees. Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, such Defaulting Lender will not be entitled to any fees accruing during such period pursuant to Section 2.07(a) (without prejudice to the rights of the Non-Defaulting Lenders in respect of such fees).

(b) Defaulting Lender Cure. If the Borrowers and the Administrative Agent agree in writing in their discretion that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will, to the extent applicable, purchase at par such portion of outstanding Loans of the other Lenders and/or make such other adjustments as the Administrative Agent may determine to be necessary to cause the principal amount of the outstanding Loans of the Lenders to be on a pro-rata basis in accordance with their respective Commitments, whereupon such Lender will cease to be a Defaulting Lender and will be a Non-Defaulting Lender (and such outstanding principal amount of the Loans of each Lender will automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of a Borrower while such Lender was a Defaulting Lender; and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01 Taxes.

(a) Defined Terms. For purposes of this Section 3.01 the term "applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Laws (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Laws and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrowers. The Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrowers. The Borrowers other than Athene Life Re shall jointly and severally, and Athene Life Re shall solely as to itself, indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by

such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to a Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Borrower to a Governmental Authority pursuant to this Section 3.01, such Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders; Tax Documentation.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that a Borrower is a U.S. Borrower:

(A) any Lender that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowers and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.01 (including by the payment of additional amounts pursuant to this Section 3.01), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations under any Loan Document.

(j) FATCA Compliance.

(i) Each Lender shall deliver to the Borrowers, on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon a change in circumstances or the reasonable request of the Borrowers), (A) a current and properly completed and executed IRS Form W-8BEN, W-8BEN-E, W-8IMY, W-8ECI, W-8EXP, or W-9, as applicable (or applicable successor form), and (B) such other certifications, consents to reporting, documentation or information as the Borrowers reasonably determine are necessary to enable the Borrowers to comply with their obligations under FATCA (it being understood that each Lender shall be permitted to provide its own forms of certifications, consents to reporting, documentation or information as are reasonably acceptable to the Borrowers). Each Lender hereby consents to the reporting by the Borrowers of any information provided by such Lender to the Borrowers (or otherwise in the possession of the Borrowers or publicly available) regarding such Lender (including information regarding such Lender's "Controlling Persons," within the meaning of FATCA) and information regarding the Loans, in each case, as the Borrowers reasonably determine is required to comply with FATCA. In addition, if a Lender is not a "Financial Institution" within the meaning of FATCA, each Participant in such Lender's rights or obligations under this Agreement shall be treated as a Lender for purposes of this Section 3.01(j)(i). Without limiting Section 9.03 or the other provisions of Article IX, the Administrative Agent shall not be responsible or liable to any Person for the performance or observance of this Section 3.01(j)(i), or for the contents, accuracy or efficacy of any documentation or other information delivered or required to be delivered hereby, nor shall the Administrative Agent have any responsibility to monitor compliance by the Borrowers or the Lenders with any of the foregoing.

(ii) Solely for purposes of this Section 3.01(j), the term "FATCA" shall also include (A) the Agreement Between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Bermuda to Improve International Tax Compliance, and any implementing laws and regulations in respect thereof, (B) the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information, and any implementing laws and regulations in respect thereof, and (C) any amendments made to FATCA after the Effective Date.

Section 3.02 Illegality. If any Lender determines that any Change in Law or introduction of any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the legal authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market (each, an "Eurodollar Illegality Event"), then, on notice thereof by such Lender to the Borrowers through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) each Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or

immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest at the Base Rate by reference to the Eurodollar Rate component of the Base Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted and any amount payable pursuant to Section 3.05. During any period in which a Eurodollar Illegality Event is in effect, the Borrowers may request, through the Administrative Agent, that the Lenders affected by such Eurodollar Illegality Event confirm that the circumstances giving rise to the Eurodollar Illegality Event continue to be in effect. If, within ten Business Days following such confirmation request, such Lenders have not confirmed the continued effectiveness of such Eurodollar Illegality Event, then such Eurodollar Illegality Event shall no longer be deemed to be in effect; provided, that (A) the Borrowers shall not be permitted to submit any such request more than once in any 30-day period and (B) nothing contained in this Section 3.02 or the failure to provide confirmation of the continued effectiveness of such Eurodollar Illegality Event shall in any way affect the Lenders' right to provide any additional notices of an Eurodollar Illegality Event as provided in this Section 3.02.

Section 3.03 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (i) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (ii) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan, or (iii) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan (each, a "Market Disruption Event"), the Administrative Agent will promptly so notify the Borrowers and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrowers may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein. During any period in which a Market Disruption Event is in effect, the Borrowers may request, through the Administrative Agent, that the Required Lenders confirm that the circumstances giving rise to the Market Disruption Event continue to be in effect. If, within ten Business Days following such confirmation request, the Required Lenders have not confirmed the continued effectiveness of such Market Disruption Event, then such Market Disruption Event shall no longer be deemed to be in effect; provided, that (A) the Borrowers shall not be permitted to submit any such request more than once in any 30 day period and (B) nothing contained in this Section 3.03 or the failure to provide confirmation of the continued effectiveness of such Market Disruption Event shall in any way affect the Required Lenders' right to provide any additional notices of a Market Disruption Event as provided in this Section 3.03.

Section 3.04 Increased Costs: Reserves on Eurodollar Rate Loans

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e));

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Rate Loans made by such Lender (except any reserve requirement contemplated by Section 3.04(e)),

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan the interest on which is determined by reference to the Eurodollar Rate (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered; provided that as to any Lender seeking compensation under this Section 3.04(a), such Lender shall only be so compensated to the extent such Lender is then generally seeking such compensation from similarly situated customers under agreements relating to similar credit transactions that include provisions similar to this Section 3.04(a) and the definition of "Change in Law".

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered; provided, that as to any Lender seeking compensation under this Section 3.04(b), such Lender shall only be so compensated to the extent such Lender is then generally seeking such compensation from similarly situated customers under agreements relating to similar credit transactions that include provisions similar to this Section 3.04(b) and the definition of "Change in Law".

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrowers shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that a Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Reserves on Eurodollar Rate Loans. The Borrowers shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrowers shall have received at least ten days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice ten days prior to the relevant Interest Payment Date, such additional interest shall be due and payable ten days from receipt of such notice.

Section 3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

- (i) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);
- (ii) any failure by a Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrowers; or
- (iii) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrowers pursuant to Section 10.13;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

Section 3.06 Mitigation Obligations; Replacement of Lenders

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or requires any Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then at the request of the Borrowers, such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts then or thereafter payable pursuant to Section 3.01 or 3.04, as the case may be, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Borrowers may replace such Lender in accordance with Section 10.13 if no Default or Event of Default has occurred and is continuing.

Section 3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

ARTICLE IV CONDITIONS PRECEDENT

Section 4.01 Conditions to Effectiveness. The effectiveness of this Agreement is subject to the satisfaction (or waiver in accordance with Section 10.01) of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified and each of which shall be in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrowers (provided that delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of an original executed counterpart of this Agreement);

(ii) a Note executed by the Borrowers in favor of each Lender requesting a Note in writing;

(iii) the Guaranty executed by the Borrowers;

(iv) such customary certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrowers as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents;

(v) such documents and certifications as the Administrative Agent may reasonably require to evidence that the Borrowers are duly organized or formed, validly existing and in good standing in their respective jurisdictions of organization;

(vi) customary opinions of Sidley Austin LLP and Conyers Dill & Pearman, each counsel to the Borrowers, addressed to the Administrative Agent and each Lender;

(vii) a certificate (which certificate shall be true and correct) signed by a Responsible Officer of each Borrower certifying (A) that the conditions specified in Sections 4.02(a) and 4.02(b) have been satisfied, and (B) that there has been no event or circumstance since December 31, 2014 that has had or would be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect (excluding any event or circumstance disclosed in the financial statements and other reports delivered by or on behalf of AHL to the "Administrative Agent" prior to the date of this Agreement pursuant to the Existing Credit Agreement, unless the disclosure setting forth such event or circumstance was substantially predictive or forward-looking in nature, in which case this exclusion shall not apply);

(viii) (A) the Audited Financial Statements and (B) the Unaudited Financial Statements (it being understood that, with respect to the requirement to deliver financial statements for the fiscal quarter ending March 31, 2015, the Borrowers' delivery of the corresponding financial statements as of, and for the six-month period ending, June 30, 2015 shall be deemed to satisfy such requirement);

(ix) the documentation and other information reasonably requested by the Lenders in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act;

(x) a letter from Corporation Service Company, currently located at 80 State Rd., Albany, New York, 12207, indicating its consent to appointment by each Borrower as its agent to receive service of process as specified in Section 10.14(e) hereof; and

(xi) such other customary assurances, certificates, documents or consents as the Administrative Agent or the Required Lenders may reasonably require.

(b) Any fees required to be paid on or before the Effective Date pursuant to the Loan Documents, including the fees and expenses of Fried, Frank, Harris, Shriver and Jacobson LLP as counsel to the Administrative Agent and the Lenders, shall have been paid.

Without limiting the generality of the provisions of Section 9.03(c), for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the initial Borrowing date specifying its objection thereto.

Section 4.02 Conditions to all Borrowings. The obligation of each Lender to honor a Loan Notice (other than a Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Eurodollar Rate Loans), is subject to the following conditions precedent:

(a) The representations and warranties of the Borrowers contained in Article V or any other Loan Document shall be true and correct in all material respects (except that those representations and warranties which are qualified by materiality or Material Adverse Effect shall be true and correct in all respects) on and as of the date of such Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except that those representations and warranties which are qualified by materiality or Material Adverse Effect shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in subsection (a) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (i) and (ii), respectively, of Section 6.01; provided that after the Effective Date the representations and warranties set forth in Section 5.05(b), Section 5.06 or Section 5.13 shall not be required to be true or correct as a condition precedent to any Borrowing.

(b) No Default shall then exist, or would result from such proposed Borrowing or from the application of the proceeds thereof.

(c) The Administrative Agent shall have received a Loan Notice in accordance with the requirements hereof.

Each Loan Notice (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurodollar Rate Loans) submitted by a Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Borrowing.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Each Borrower represents and warrants to the Administrative Agent and the Lenders that:

Section 5.01 Existence, Qualification and Power. Such Borrower and each of its Material Subsidiaries (i) is duly organized or formed, validly existing and, as applicable, in good standing (to the extent such concept is applicable) under the Laws of the jurisdiction of its incorporation or organization, (ii) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals from all Governmental Authorities to (A) own or lease its assets and carry on its business and (B) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (iii) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, except in each case referred to in clause (i) (other than with respect to the existence of the Borrowers), (ii)(A) or (iii), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The execution, delivery and performance by such Borrower of each Loan Document to which it is party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene the terms of its Organizational Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (A) any Contractual Obligation to which such Borrower is a party or affecting such Borrower or the properties of such Borrower which would reasonably be expected to result in a Material Adverse Effect or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Borrower or any Subsidiary of such Borrower or its property is subject which would reasonably be expected to result in a Material Adverse Effect or (iii) violate any Law the effect of which would reasonably be expected to result in a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, such Borrower of this Agreement or any other Loan Document to which such Borrower is a party, except for such approvals (or deemed approvals), consents, exemptions, authorizations, actions or notices that have been duly obtained, taken or made and are in full force and effect and except as would not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Execution and Delivery; Binding Effect. This Agreement has been, and each other Loan Document to which such Borrower is a party, when delivered hereunder, will have been, duly executed and delivered by such Borrower. This Agreement constitutes, and each other Loan Document to which such Borrower is a party when so delivered will constitute, a legal, valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

Section 5.05 Financial Statements; No Material Adverse Effect

(a) *Financial Statements.* The Audited Financial Statements were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and fairly present in all material respects the consolidated financial position of AHL and its Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein. The Unaudited Financial Statements were prepared in accordance with GAAP consistently applied throughout the period covered thereby except as otherwise expressly noted therein and fairly present in all material respects the consolidated financial position of AHL and its Subsidiaries as of the dates thereof and their consolidated results of operations for the periods covered thereby in accordance with GAAP, except as otherwise expressly noted therein and subject to the absence of footnotes and to normal year-end audit adjustments.

(b) *No Material Adverse Change.* Since December 31, 2014, there has been no event or circumstance that, either individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect (excluding any event or circumstance disclosed in the financial statements and other reports delivered by or on behalf of AHL to the "Administrative Agent" prior to the date of this Agreement pursuant to the Existing Credit Agreement, unless the disclosure setting forth such event or circumstance was substantially predictive or forward-looking in nature, in which case this exclusion shall not apply). For the avoidance of doubt, the parties hereto acknowledge that the Borrowers shall not be required to make the foregoing representation and warranty set forth in this Section 5.05(b) other than on the Effective Date.

Section 5.06 Litigation. As of the Effective Date there are no actions, suits, proceedings or investigations pending or, to the knowledge of such Borrower, threatened, at Law, in equity, in arbitration or before any Governmental Authority, by or against such Borrower or any Subsidiary of such Borrower or against any of their properties that (i) either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or (ii) affect the validity or enforceability of this Agreement or any other Loan Document or any of the transactions contemplated hereby. For the avoidance of doubt, the parties hereto acknowledge that the Borrowers shall not be required to make the foregoing representation and warranty set forth in this Section 5.06 other than on the Effective Date.

Section 5.07 Property.

(a) *Ownership of Properties.* Such Borrower and each Material Subsidiary of such Borrower has good title to, or valid leasehold interests in, all property and assets necessary in the ordinary conduct of its business, except for such defects in title that, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. All such property and assets are free and clear of any Liens, other than Liens permitted by Section 7.02.

(b) **Intellectual Property**. Such Borrower and each Material Subsidiary of such Borrower owns, licenses or possesses the right to use all of the trademarks, trade names, service marks, trade names, copyrights, patents, franchises, licenses and other intellectual property rights that are necessary for the operation of their respective businesses, as currently conducted, and the use thereof by such Borrower and its Material Subsidiaries does not conflict with the rights of any other Person, except to the extent that such failure to own, license or possess or such conflicts, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The conduct of the business of such Borrower and each Material Subsidiary of such Borrower as currently conducted does not infringe upon or violate any intellectual property rights held by any other Person, except to the extent that such infringements and violations, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.08 Taxes. Such Borrower and each Material Subsidiary of such Borrower has filed (or caused to be filed) all U.S. federal, state and other tax returns and reports required to be filed, and have paid (or caused to be paid) all U.S. federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (i) Taxes which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP or SAP, as the case may be, or (ii) to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 5.09 Subsidiaries. The Subsidiaries listed on Schedule 5.09 constitute all the Subsidiaries of AHL as of the Effective Date. Schedule 5.09 sets forth as of the Effective Date the name and jurisdiction of incorporation of each Subsidiary and, as to each Subsidiary, the percentage of each class of Equity Interests owned, directly or indirectly, by AHL (and, in the case of any Equity Interests in a Subsidiary indirectly owned by AHL, the percentage of each class of Equity Interests of such Subsidiary owned directly by any intervening Subsidiary).

Section 5.10 Disclosure. No written report, financial statement, certificate or other written information furnished (other than projected or pro-forma financial information and general market or industry data) by or on behalf of such Borrower to the Administrative Agent or any Lender for use in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading. The projected or pro-forma financial information contained in the materials referenced in the preceding sentence were prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projected or pro-forma information may vary from actual results and that such variances may be material).

Section 5.11 Compliance with Laws. Such Borrower and each Material Subsidiary of such Borrower is in compliance with the requirements of all Laws (including Environmental Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to so comply, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.12 ERISA Compliance.

(a) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other U.S. federal or state Laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from U.S. federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of such Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the knowledge of such Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(c) No ERISA Event has occurred, and no Borrower is aware of any fact, event or circumstance that, either individually or in the aggregate, would reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan, that, when taken together with all such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. The Borrowers and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained, except where failure to meet such requirements would not reasonably be expected to constitute or result in a Material Adverse Effect.

(d) To the extent applicable, each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure to so comply would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

Section 5.13 Environmental Matters. The Borrowers and their respective Subsidiaries are not subject to any claim alleging liability or responsibility for violation of any Environmental Law in connection with their respective businesses, operations and properties, except for claims which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.14 Margin Regulations. No Borrower is engaged and no Borrower will engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Loan hereunder will be used to buy or carry any Margin Stock. Following the application of the proceeds of each Borrowing, not more than 25% of the value of the assets of the Borrowers and their Subsidiaries on a consolidated basis subject to Section 7.02 or other restriction on transfer or disposition hereunder will be Margin Stock.

Section 5.15 Investment Company Act. No Borrower is required to register as an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

Section 5.16 Anti-Corruption Laws and Sanctions. Each Borrower has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by it, its Subsidiaries and, to the extent acting on their behalf, their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and each Borrower and Subsidiary and, to the knowledge of the Borrowers, their respective officers, employees, directors and agents, to the extent are acting on their behalf, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the Borrowers or any Subsidiary or, to the knowledge of the Borrowers, any of their respective directors, officers, employees or, to the extent acting in any capacity in connection with the credit facility established hereby, agents is a Sanctioned Person. Each Borrower is in compliance, in all material respects, with the Uniting And Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), to the extent applicable.

ARTICLE VI
AFFIRMATIVE COVENANTS

Until the Commitment Termination Date has occurred and all Obligations have been paid in full, each Borrower covenants and agrees with the Lenders that:

Section 6.01 Financial Statements and Statutory Statements. The Borrowers will furnish to the Administrative Agent (which will make available to each Lender):

(i) within 90 days after the end of each fiscal year of AHL (or, in the case of the fiscal year ending December 31, 2015, within 135 days after the end of such fiscal year) (or in any case, if earlier, five days after the date filed with any Securities Regulator), a consolidated balance sheet of AHL and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of income, equity and cash flows of AHL and its Subsidiaries for such fiscal year, in each case setting forth in comparative form the figures for the previous fiscal year, audited and accompanied by a report and opinion of PricewaterhouseCoopers LLP or other independent public accountants of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards (and shall not be subject to any "going concern" or like qualification, exception or explanatory paragraph or any qualification, exception or explanatory paragraph as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial position, results of operations and cash flows of AHL and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(ii) within 45 days after each of the first three fiscal quarters of each fiscal year, a consolidated balance sheet of AHL and its Subsidiaries as at the end of such fiscal quarter and the related consolidated statements of income, equity and, to the extent prepared by AHL in the ordinary course of its business, cash flows of AHL and its Subsidiaries for such fiscal quarter and for the portion of AHL's fiscal year then ended (provided that in the case of the fiscal quarter ending March 31, 2016, such financial statements will be delivered within 75 days and, in the case of the fiscal quarters ended June 30, 2016 and September 30, 2016, such financial statements will be delivered within 60 days, in each case after the end of such fiscal quarter), in each case setting forth in comparative form, as applicable, the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, certified by a Financial Officer of AHL as fairly presenting in all material respects the financial position, results of operations and, if applicable, cash flows of AHL and Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject only to normal year-end audit adjustments and the absence of footnotes;

(iii) within five Business Days after filing with the Applicable Insurance Regulatory Authority with respect to Athene Life Re and within 120 days after each fiscal year of each Material Insurance Subsidiary, as applicable, a copy of the annual Statutory Statement of Athene Life Re and each Material Insurance Subsidiary certified by one of the respective Financial Officers thereof as presenting fairly in all material respects the financial position of Athene Life Re or such Material Insurance Subsidiary, as applicable, for such year in accordance with SAP; and

(iv) within five days after filing with the Applicable Insurance Regulatory Authority (if so required), the quarterly Statutory Statement for each Material Insurance Subsidiary for such period, in accordance with SAP.

Section 6.02 Certificates; Other Information. The Borrowers will deliver to the Administrative Agent (which will make available to each Lender):

(i) concurrently with the delivery of the financial statements referred to in Sections 6.01(i) and 6.01(ii), a duly completed Compliance Certificate signed by a Responsible Officer of AHL (A) certifying as to whether a Default is continuing and, if a Default is continuing, specifying the details thereof, (B) setting forth reasonably detailed calculations of the Consolidated Debt to Capitalization Ratio and Consolidated Net Worth and demonstrating compliance with the covenants set forth in Section 7.09 as of the last day of the period for which such financial statements are delivered and (C) if the aggregate total assets of the Material Subsidiaries represent less than 75% of the Consolidated Total Assets of AHL and its Subsidiaries (based upon and as of the date of delivery of the most recent consolidated financial statements of AHL furnished pursuant to Section 4.01(a)(viii), Section 6.01(i) or 6.01(ii), as applicable), identifying one or more Subsidiaries that shall thereafter be designated (and the Borrowers shall thereupon so designate such Subsidiaries as) Material Subsidiaries hereunder so that the total assets of all of the Subsidiaries that are not Material Subsidiaries shall not exceed 25% of the Consolidated Total Assets of AHL and its Subsidiaries (based upon and as of the date of delivery of the most recent consolidated financial statements of AHL furnished pursuant to Section 4.01(a)(viii), Section 6.01(i) or 6.01(ii), as applicable) as of the last day of the period for which such financial statements are delivered;

(ii) at any time when securities of AHL are publicly registered, promptly after the same are publicly available, copies of each annual report, proxy or other materials filed by AHL or any Subsidiary with the SEC;

(iii) promptly after the furnishing thereof, copies of any statement or report furnished by any Borrower or any Subsidiary to any holder of debt securities of AHL or any Subsidiary, in each case with respect to Debt with an outstanding principal amount in excess of the Threshold Amount, which request, notice, statement or report states or alleges that, or reserves rights as to whether, a Borrower or any Subsidiary thereof has, or may have, breached the terms of, or that a default has, or may have, occurred under, any indenture, loan or credit or similar agreement and not otherwise required to be furnished pursuant hereto; and

(iv) promptly following any written request therefor (except to the extent prohibited by applicable law, regulatory policy, regulatory restriction or confidentiality agreement or to the extent covered by attorney-client or other legal privilege (as determined in the reasonable good faith judgment of the Borrowers)), such other information regarding the operations, business, properties or financial condition of any Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender (through the Administrative Agent) may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(i), 6.01(ii), 6.02(i), 6.02(ii) or 6.02(iii) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (A) on which such documents are delivered in a format acceptable to the Administrative Agent by Email at oploanswebadmin@citigroup.com, or such other email address as the Administrative Agent shall specify in writing to each of the Borrowers, (B) on which such documents are posted on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR), to the extent any such documents are included in materials filed with the SEC, (C) on which such documents are posted on the applicable Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) or (D) on which a Borrower posts such documents, or provides a link thereto on such Borrower's or AHL's website on the Internet at the website listed on Schedule 10.02; provided that documents delivered pursuant to the foregoing clauses (B), (C) and (D) (other than if delivered to the Administrative Agent for posting) shall not be deemed to have been delivered unless and until a Borrower has notified the Administrative Agent in writing (including by Email at oploanswebadmin@citigroup.com) of the posting such documents on an Intranet or intranet website to which each Lender and the Administrative Agent have access or to such Borrower's or AHL's website, as applicable. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrowers with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining copies of such documents.

The Borrowers hereby acknowledge that (i) the Administrative Agent may, but shall not be obligated to, make available to the Lenders materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on DebtDomain, IntraLinks, SyndTrak, or another similar electronic system (the "Platform") and (ii) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrowers or their Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrowers hereby agree that: (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC", the Borrowers shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrowers or their securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information".

Section 6.03 Notices. Each Borrower will promptly notify the Administrative Agent and each Lender of:

- (i) the occurrence of any Default;

(ii) the filing or commencement of any action, suit, investigation or proceeding by or before any arbitrator or Governmental Authority against or affecting any Borrower or any Subsidiary, including pursuant to any applicable Environmental Laws, in each case in which there is a reasonable likelihood of an adverse determination and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(iii) the occurrence of any ERISA Event that, either individually or together with any other ERISA Events, would reasonably be expected to have a Material Adverse Effect;

(iv) any material change in accounting or financial reporting practices by any Borrower or any Subsidiary other than in accordance with SAP or GAAP;

(v) any proposed amendment or other modification of the bylaws of AHL or the Conflicts Committee Provisions or the Related Party Transactions Policy that would be materially adverse to the interests of the Lenders; and

(vi) any public announcement by Fitch or S&P of (1) any change in their rating of AHL's non-credit-enhanced senior unsecured long-term debt, or the issuer default rating or issuer credit rating, as applicable, of AHL, or (2) any such debt, issuer default rating or issuer credit rating being placed on "ratings watch negative", "credit watch negative" or similar status.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the applicable Borrower setting forth the details of the occurrence requiring such notice and stating what action such Borrower has taken and proposes to take with respect thereto.

Section 6.04 Preservation of Existence, Etc. Each Borrower will, and will cause each Material Subsidiary to: (i) preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted or not restricted by Section 7.03; (ii) take all reasonable action to maintain all rights, licenses (including from any Applicable Insurance Regulatory Authority), permits, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (iii) preserve or renew all of its registered patents, trademarks, trade names and service marks, in each case under this Section 6.04(iii), the non-preservation of which would reasonably be expected to have a Material Adverse Effect.

Section 6.05 Maintenance of Properties. Each Borrower will, and will cause each Material Subsidiary to, (i) maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear and casualty and condemnation excepted) and (ii) make all necessary repairs thereto and renewals and replacements thereof, in each case under this Section 6.05, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 6.06 Maintenance of Insurance. Each Borrower will, and will cause each Material Subsidiary to, maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance customary for similarly situated Persons engaged in the same or similar businesses as such Borrower or Subsidiary) as are customarily carried under similar circumstances by such Persons.

Section 6.07 Payment of Obligations. Each Borrower will, and will cause each Material Subsidiary to, pay, discharge or otherwise satisfy before the same shall become delinquent, all of its obligations and liabilities (including Tax liabilities) except (i) if the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by such Borrower or such Subsidiary or (ii) to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 6.08 Compliance with Laws. Each Borrower will, and will cause each Material Subsidiary to, comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to do so would not reasonably be expected to have a Material Adverse Effect. Notwithstanding anything to the contrary in the foregoing, each of the Borrowers will, directly or through their respective Subsidiaries, maintain in effect and enforce policies and procedures reasonably designed to ensure compliance by the Borrowers, their respective Subsidiaries and, to the extent acting on behalf of a Borrower or Subsidiary, each of their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 6.09 Books and Records. Each Borrower will, and will cause each Material Subsidiary to, maintain proper books of record and account, in which full, true and correct entries are made to permit the preparation of financial statements in conformity with GAAP, SAP or other appropriate generally accepted accounting principles, as the case may be (it being understood that Athene Life Re delivers financial statements in accordance with SAP but does not maintain its books and records in accordance with GAAP).

Section 6.10 Inspection Rights. Each Borrower will, and will cause each Material Subsidiary to, permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably requested; provided that, other than with respect to such visits and inspections during the continuance of an Event of Default, (i) the Administrative Agent and the Lenders shall collectively be limited to exercising such rights no more often than once during any calendar year, (ii) visits by any Lender shall be coordinated with the Borrowers through the Administrative Agent and (iii) any Lender electing to exercise such rights shall notify the Administrative Agent and each other Lender reasonably in advance of such exercise and the Administrative Agent and each other Lender (and their representatives and independent contractors) shall be given a reasonable opportunity to participate therein; provided, further, that during the continuance of an Event of Default the Administrative Agent or any Lender (or any of their respective representatives) may do any of the foregoing under this Section at any time. Such inspection rights are subject to the provisions of Section 10.07 and applicable Law and shall not extend to any information covered by attorney-client or other legal privilege or to the extent the exercise of such inspection rights would result in violation or other breach of any third-party confidentiality agreements. The Administrative Agent and the Lenders shall give such Borrower or such Material Subsidiary the opportunity to participate in any discussions with the such Borrower's or such Material Subsidiary's accountants.

Section 6.11 Use of Proceeds. Subject to Section 7.07, the Borrowers shall use the proceeds of any Borrowing for working capital and any other lawful corporate purposes.

ARTICLE VII
NEGATIVE COVENANTS

Until the Commitment Termination Date has occurred and all Obligations have been paid in full, each Borrower covenants and agrees with the Lenders that:

Section 7.01 Indebtedness. No Borrower will, nor will it permit any Material Subsidiary to, create, incur, assume or suffer to exist any Debt, other than the following:

(i) Debt under the Loan Documents;

(ii) Debt outstanding on the date hereof and listed on Schedule 7.01 and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Debt is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(iii) Guarantees by (A) any Borrower in respect of Debt of any other Borrower, (B) any Material Subsidiary (other than a Borrower) in respect of Debt of a Borrower or (C) any Material Subsidiary (other than a Borrower) of Debt of any wholly-owned Subsidiary, in each case if such Debt is otherwise permitted hereunder;

(iv) Consolidated Operating Debt;

(v) Debt of a Borrower or any Material Subsidiary in respect of Capital Leases and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.02(viii);

(vi) Debt of any Person that becomes a Material Subsidiary of a Borrower after the date hereof; provided that (A) such Debt exists at the time such Person becomes a Material Subsidiary and is not created in contemplation of or in connection with such Person becoming a Material Subsidiary and (B) after giving effect to such Person becoming a Material Subsidiary on a pro-forma basis, the Borrowers shall be in compliance with the covenants in Section 7.09;

(vii) obligations of AHL or any Subsidiary to maintain the capital or solvency of any of its Subsidiaries in accordance with the requirements of or under any agreement with their respective Applicable Insurance Regulatory Authority;

(viii) Debt of (A) any Borrower owing to any Subsidiary that is not a Borrower if such Debt is expressly subordinated to the prior payment in full of the Obligations on terms reasonably acceptable to the Administrative Agent (provided that such subordination terms shall permit regularly scheduled payments of principal and interest if no Default or Event of Default has occurred and is continuing), (B) any Borrower owing to any other Borrower and (C) any Subsidiary that is not a Borrower owing to any Borrower or Subsidiary thereof;

(ix) obligations and liabilities (whether directly or as a guarantor) of the Material Subsidiaries arising under or in connection with treasury, depository, cash management, custodial, automated clearinghouse or transfer of funds services or arrangements or similar services and arrangements incurred in the ordinary course of business; and

(x) Debt of a Borrower or any Material Subsidiary not otherwise permitted under clauses (i) through (ix) above, provided that both prior to, and after giving effect to, the incurrence of such Debt on a pro forma basis, the Borrowers shall be in compliance with the covenants in Section 7.09;

provided that the sum of (x) the aggregate principal amount of Unsubordinated Debt *plus* (y) the aggregate outstanding amount of Debt and other obligations secured by Liens incurred pursuant to Section 7.02(xxix) shall at no time exceed 5% of the Consolidated Net Worth of AHL as of the last day of the most recently ended fiscal period for which financial statements have been delivered pursuant to Section 4.01(a)(viii), Section 6.01(i) or Section 6.01(ii), as applicable.

Section 7.02 Liens. No Borrower will, nor will it permit any Subsidiary to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(i) in the case of any Subsidiary that is not a Borrower or a Material Subsidiary, any Liens other than Liens which encumber the Equity Interests of another Subsidiary;

(ii) Liens existing on the date hereof and listed on Schedule 7.02 and any refinancings, refundings, renewals or extensions thereof, provided that (A) the property covered thereby is not changed and (B) the Debt secured or benefited thereby is not increased except by (1) by the utilization of any existing commitments thereunder, (2) accrued and unpaid interest and premiums thereon and (3) underwriting discounts or other amount paid, and fees, commissions, premiums (including tender premiums) and expenses (including upfront fees, original issue discount or initial yield payments) incurred, in connection with any such refinancing, refunding, renewal or extension;

(iii) Liens for Taxes not yet overdue or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(iv) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(v) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation and securing letters of credit, bank guarantees or similar instruments issued supporting such items;

(vi) deposits to secure the performance of bids, tenders, contracts, leases (other than Debt), statutory obligations, bank guarantees or similar instruments, surety and appeal bonds, letters of credit, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(vii) easements, zoning restrictions, rights-of-way, restrictions and other similar encumbrances affecting real property which do not materially interfere with the ordinary conduct of the business of the applicable Person;

(viii) Liens arising pursuant to an order of attachment, distraint or similar legal process in connection with legal proceedings and securing judgments for the payment of money and Liens arising under ERISA or the Code with respect to an employee benefit plan (as defined in Section 313 of ERISA) not constituting an Event of Default under Section 8.01(h) or Section 8.01(i), respectively;

(ix) Liens on the property of the Borrowers or any Material Subsidiary securing (A) any part of the cost of acquisition, development, construction, alteration, repair or improvement of such property or Debt incurred to finance any of the foregoing (including any sale and leaseback transaction), (B) Capital Leases and (C) any extension, renewal, refinancing or replacement of the Debt or obligations secured by any such Lien referred to in clauses (A) and (B); provided that (x) such Liens do not at any time encumber any property other than the property financed by such Debt and the proceeds and products thereof, accessions thereto, improvements thereon and after-acquired property that is fixed or incorporated into such property (it being understood that individual financings provided to a Borrower or any Subsidiary by any Person may be cross-collateralized to other financings of such type provided by such Person or its Affiliates) and (y) in the case of clause (A) the Debt secured thereby is either Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries or does not exceed the cost of the property being acquired, developed, constructed, altered, repaired or improved or initial financing thereof plus the costs incurred for delivery installation, maintenance programs and items similar to the foregoing and, fees, costs and expenses incurred in connection therewith;

(x) any Lien existing on any property or asset prior to the acquisition thereof by the Borrowers or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (A) such Lien is not created in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (B) such Lien shall not apply to any other property or assets of the Borrowers or any Subsidiary other than proceeds and products of the property covered by such Lien, accessions thereto, improvements thereon and after-acquired property that is fixed or incorporated into such property (it being understood that individual financings provided by any Person may be cross-collateralized to other financings of such type provided by such Person or its affiliates) and (C) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof other than by an amount equal to accrued and unpaid interest, premiums (including tender premiums thereon) plus underwriting discounts or other amount paid, and fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection with any such extension, renewal or replacement and by an amount equal to any existing commitments unutilized thereunder;

(xi) Liens to secure obligations arising under Swap Contracts, to the extent permitted hereunder;

(xii) Liens arising out of deposits or pledges by any Material Subsidiary of cash, securities, portfolio investments or other property into collateral trusts, reinsurance trusts or other collateral or escrow accounts with or for the benefit of ceding companies or insurance regulators of such Material Subsidiary;

(xiii) Liens securing Debt arising under Permitted Repo and Securities Lending Agreements; provided, however, that no such Lien shall extend to or cover any property or assets other than the securities subject thereto;

(xiv) Liens (A) arising from pledges of collateral to any Federal Home Loan Bank to secure obligations under Funding Agreements with Federal Home Loan Banks or Operating Debt described in clause (i)(B) of the definition thereof or (B) in favor of the Federal Home Loan Banks to secure loans made by the Federal Home Loan Banks to the Borrowers or any Material Subsidiary in the ordinary course of business;

(xv) leases, subleases, licenses and sublicenses granted to others and not interfering in any material respect with the business of any Borrower or any Material Subsidiary and any interest or title of a lessor, sublessor, licensor or sublicensor under any lease, sublease, license or sublicense;

(xvi) Liens arising from Uniform Commercial Code financing statements filed with respect to Operating Leases, and consignments and/or bailments arrangements;

(xvii) Liens arising from pledges or deposits of cash, securities or portfolio investments made by any Material Subsidiary that is a Regulated Insurance Company (A) as a condition to obtaining or maintaining any licenses issued to it by any Applicable Insurance Regulatory Authority or (B) as otherwise required to comply with the requirement of applicable insurance Laws;

(xviii) Liens on assets pledged, deposited into an account or trust or otherwise allocated as a separate account in connection with, and securing or specifically available to satisfy obligations under, a Policy, Reinsurance Agreement or Retrocession Agreement, in an amount reasonable and as required under the terms of such Policy, Reinsurance Agreement or Retrocession Agreement (or the documentation related thereto);

(xix) Liens securing Debt permitted under Section 7.01(ii);

(xx) Liens on assets of any Material Subsidiary that is a Designated Special Purpose Subsidiary to secure its obligations in respect of a Regulatory Capital Transaction incurred in the ordinary course of business; provided that at the time such Liens were created, such Designated Special Purpose Subsidiary was not a Material Subsidiary;

(xxi) rights of setoff or banker's Liens on deposits of cash in favor of banks or other depository institutions maintained in the ordinary course of business, but not securing any Debt for borrowed money;

(xxii) Liens arising in the ordinary course of business on custody, securities or commodities accounts in favor of the entity at which such accounts are maintained, but not securing any Debt for borrowed money other than Debt incurred in connection with or to facilitate the settlement of the purchase or sale of securities in the ordinary course of business;

(xxiii) Liens of a collecting bank arising under Section 4-208 of the Uniform Commercial Code on items in the course of collection in the ordinary course of business;

(xxiv) Liens incurred in connection with the collection or disposition of delinquent accounts receivable in the ordinary course of business;

(xxv) Liens on any cash earnest money deposit made by any Borrower or any Subsidiary in connection with any letter of intent or acquisition agreement;

(xxvi) any Lien in favor of any of the Borrowers securing intercompany obligations;

(xxvii) Liens that are contractual rights of setoff incurred in the ordinary course of business;

(xxviii) Liens securing the Obligations; and

(xxix) Liens on assets of the Borrowers and their Material Subsidiaries not otherwise permitted above, provided that the sum of (x) the aggregate outstanding amount of Debt and other obligations secured by Liens incurred pursuant to this clause (xxix) plus (y) the aggregate principal amount of Unsubordinated Debt shall not exceed 5% of the Consolidated Net Worth of AHL as of the last day of the most recently ended fiscal period for which financial statements have been delivered pursuant to Section 4.01(a)(viii), Section 6.01(i) or Section 6.01(ii), as applicable.

Section 7.03 Fundamental Changes; Dispositions of Equity Interests of Material Subsidiaries. No Borrower will, nor will it permit any Material Subsidiary to, directly or indirectly (x) merge, dissolve, liquidate, consolidate with or into another Person or (y) Dispose of (whether in one transaction or in a series of transactions) (1) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (other than the replacement of assets in its investment portfolio) or (2) all or substantially all of the Equity Interests of any Material Subsidiary, except that, if no Default has occurred and is continuing or would result therefrom:

(i) any Borrower or Material Subsidiary may merge with any one or more other Borrowers or Subsidiaries, provided that (A) when a Borrower is merging with a Subsidiary, the Borrower shall be the continuing or surviving Person; and (B) when a Material Subsidiary is merging with another Subsidiary (other than a Borrower), the Material Subsidiary shall be the continuing or surviving Person (or the continuing or surviving Person shall be designated by the Borrowers as a Material Subsidiary);

(ii) any Borrower or Material Subsidiary may merge or consolidate with any Person to consummate an investment not prohibited by this Agreement; provided that (A) in the case of a merger or consolidation involving a Borrower, the Borrower shall be the continuing or surviving Person; and (B) in the case of a merger or consolidation involving a Material Subsidiary (other than a Borrower), the Material Subsidiary shall be the continuing or surviving Person (or the continuing or surviving Person shall be designated by the Borrowers as a Material Subsidiary);

(iii) any Borrower or Material Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or dissolution or otherwise) to any other Borrower or Subsidiary; provided that (A) if the transferor in such a transaction is a Borrower, then the transferee shall be another Borrower, and (B) if the transferor in such a transaction is a Material Subsidiary, then the transferee either (x) shall be a Borrower or (y) shall be (or shall be designated by the Borrowers as) another Material Subsidiary;

(iv) any Borrower or Material Subsidiary may Dispose of the Equity Interests of a Subsidiary to another Subsidiary or to AHL; provided that if the transferor in such a transaction is a Material Subsidiary, then the transferee either (x) shall be a Borrower or (y) shall be (or shall be designated by the Borrowers as) another Material Subsidiary; and

(v) any Material Subsidiary may liquidate or dissolve (and Dispose of its assets in respect of its Equity Interests in connection therewith);

provided that, for the avoidance of doubt, nothing in this Section 7.03 shall be deemed to limit, prohibit or restrict any Borrower or any Material Subsidiary from entering into any Policy, any Reinsurance Agreement or any Retrocession Agreement or providing collateral security to the extent permitted by Section 7.02(xviii).

Section 7.04 Restricted Payments. No Borrower will, nor will it permit any Subsidiary to, declare or make any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

- (i) each Subsidiary may (and may incur an obligation to) declare and make Restricted Payments to any Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of such Equity Interests in respect of which such Restricted Payment is being made;
- (ii) each Borrower and each Subsidiary may (and may incur an obligation to) declare and make Restricted Payments payable solely in common Equity Interests of such Person;
- (iii) Athene Life Re and AUSA may (and may incur an obligation to) declare and make Restricted Payments to AHL;
- (iv) each Borrower and each Subsidiary may (and may incur an obligation to) purchase, redeem or otherwise acquire Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new common Equity Interests if after giving effect to such Restricted Payment on a pro-forma basis no Default or Event of Default shall have occurred and be continuing at the time of the declaration of such Restricted Payment;
- (v) at any time prior to a Qualifying IPO, AHL may (and may incur an obligation to) declare and make other Restricted Payments after the date hereof in an amount not to exceed \$100,000,000 in the aggregate if after giving effect to any such Restricted Payment on a pro-forma basis no Default or Event of Default shall have occurred and be continuing at the time of the declaration of such Restricted Payment; and
- (vi) at any time after a Qualifying IPO, AHL may (and may incur an obligation to) declare and make any Restricted Payment if after giving effect to such Restricted Payment on a pro-forma basis no Default or Event of Default shall have occurred and be continuing at the time of the declaration of such Restricted Payment.

This Section 7.04 shall not prohibit the payment of a Restricted Payment if such Restricted Payment is made within 90 days of the declaration thereof provided such Restricted Payment was not prohibited by this Section 7.04 at the time of its declaration.

Section 7.05 Transactions with Affiliates. No Borrower will, nor will it permit any Subsidiary to, enter into any transaction of any kind with any Affiliate of a Borrower, whether or not in the ordinary course of business, other than any of the following:

- (i) with respect to transactions with the Sponsor or any other member of the Sponsor Group, (A) such transactions as have been approved by the Conflicts Committee of AHL in accordance with the Conflicts Committee Provisions, or (b) such transactions as do not require the approval of the Conflicts Committee of AHL under the Conflicts Committee Provisions, but which:

(1) are fair and reasonable to the Borrowers and their Subsidiaries, taking into account the totality of the relationships between the parties involved (including other transactions that may be or have been particularly favorable or advantageous to the Borrower and their Subsidiaries); or

(2) are entered into on an arm's-length basis; or

(3) are approved by a majority of the disinterested members of the Board of Directors;

(ii) with respect to transactions with Affiliates other than the Sponsor or other members of the Sponsor Group, (A) such transactions as have been approved by a majority of the disinterested members of the Board of Directors, (B) such transactions as have been approved by the audit committee of the Board of Directors of AHL in accordance with the Related Party Transactions Policy, (C) such transactions as do not require the approval of the audit committee of the Board of Directors of AHL as a result of the size of the transaction in accordance with the Related Party Transactions Policy, and (D) such transactions as are deemed to be pre-approved or ratified, and accordingly do not require the approval of the audit committee of the Board of Directors of AHL, in accordance with the Related Party Transactions Policy; and

(iii) transactions between or among any of the Borrowers and/or between and among the Borrowers and/or any Subsidiaries thereof that are not otherwise prohibited hereunder.

Section 7.06 Certain Restrictive Agreements. No Borrower will, nor will it permit any Subsidiary to, enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that, directly or indirectly limits the ability of any Subsidiary to make Restricted Payments to any Borrower or to otherwise transfer property to any Borrower; provided that, the foregoing shall not apply to (i) any limitation entered into in connection with a Regulatory Capital Transaction, (ii) Contractual Obligations with a Governmental Authority, (iii) Contractual Obligations entered into by a joint venture with respect to which AHL or a Subsidiary is a joint venturer, (iv) customary limitations contained in agreements relating to the sale of a Subsidiary or its assets pending such sale, provided such limitations apply only to the Subsidiary or such assets that is to be sold and such sale is permitted hereunder, (v) limitations imposed by any agreement relating to secured Debt permitted by this Agreement, any transaction giving rise to a Lien permitted by this Agreement or any Swap Contract, in each case if such limitations apply only to the property or assets securing or encumbered by such Debt, transaction (or obligation thereunder) or Swap Contract, (vi) limitations contained in or arising under indentures or debt instruments or other debt arrangements incurred or preferred stock issued by a Borrower or any Subsidiary subsequent to the date hereof in compliance with Section 7.01 that are not more restrictive, taken as a whole (as determined in good faith by the Borrowers), than those applicable to the Borrowers and their Subsidiaries in this Agreement on the date hereof, and (vii) Contractual Obligations with respect to any Designated Special Purpose Subsidiary.

Section 7.07 Use of Proceeds. No Borrower will, nor will it permit any Subsidiary to, directly or, to the knowledge of any Borrower, indirectly, use the proceeds of any Borrowing, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U or Regulation X of the Federal Reserve Board) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund Debt originally incurred for such purpose, in each case in violation of applicable margin regulations. No Borrower will use (or permit any of its Subsidiaries to use) the proceeds of any Borrowing (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Embargoed Jurisdiction, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 7.08 Change in Nature of Business. No Borrower will engage, directly or indirectly through its respective Subsidiaries, to any material extent in any business other than (i) the Insurance Business, (ii) any business engaged in by a Borrower or its Subsidiaries on or before the Effective Date or (iii) any business reasonably related or incidental thereto or which is financial in nature.

Section 7.09 Financial Covenants.

(a) *Consolidated Net Worth.* The Borrowers shall not permit Consolidated Net Worth, calculated as of the last day of any fiscal quarter, to be less than the sum of (A) \$3,672,200,000 and (B) an amount equal to 50% of the net cash proceeds received from the issuance and sale of Equity Interests of AHL or any Subsidiary after the date of this Agreement (other than the issuance to a Borrower or any Subsidiary).

(b) *Consolidated Debt to Capitalization Ratio.* The Borrowers shall not permit the Consolidated Debt to Capitalization Ratio of AHL and its Subsidiaries to be greater than 35%, in each case as of the last day of any fiscal quarter.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Any of the following shall constitute an “Event of Default”:

(a) *Non-Payment.* Any Borrower:

(i) shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise; or

(ii) shall fail to pay any interest on any Loan, any fee or any other amount (other than an amount referred to in clause (a)(i) of this Section) payable under this Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five or more Business Days.

(b) *Representations and Warranties.* Any representation or warranty made or deemed made by or on behalf of any Borrower in or pursuant to this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, shall prove to have been incorrect in any material respect (or, in the case of any such representation or warranty under this Agreement or any other Loan Document already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made.

(c) *Specific Covenants.* Any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Sections 6.03(i), 6.04(i) (with respect to such Borrower’s existence) and 6.04(ii) or in Article VII.

(d) Other Defaults. Any Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clauses (a), (b) or (c) of this Section or in Section 6.07 of this Agreement in respect of Debt or Swap Contracts in circumstances where the failure to pay or perform the same would not give rise to an Event of Default under clause (e) of this Section) and such failure shall continue unremedied for a period of 30 or more days after notice thereof by the Administrative Agent to the Borrowers.

(e) Cross-Default. Any Borrower or any Material Subsidiary shall (i) fail to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Debt (other than Debt under the Loan Documents) having an aggregate principal amount of more than the Threshold Amount in each case beyond the applicable grace period with respect thereto, if any; (ii) fail to observe or perform any other agreement or condition relating to any Debt having an aggregate principal amount of more than the Threshold Amount or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Debt (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Debt in an aggregate principal amount of more than the Threshold Amount to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Debt in an aggregate principal amount of more than the Threshold Amount to be made, prior to its stated maturity; provided that this clause (e)(ii) shall not apply to (A) secured Debt that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Debt, if such sale or transfer is permitted or not restricted hereunder and such Debt is repaid when required under the documents providing for such Debt or to the mere declaration or exercise of redemption rights which declaration or exercise is at the sole option of the holder of such Debt and (B) any voluntary prepayment, redemption, repurchase, conversion or settlement with respect to any debt security pursuant to its terms or (iii) fail to make when due one or more required payments under one or more Swap Contracts (as a result of the occurrence of an "Early Termination Date" (as defined in such Swap Contract)) arising from an "Event of Default" (as defined in such Swap Contract) with respect to which such Borrower or Material Subsidiary is a "Defaulting Party" (as defined in such Swap Contract), which payments are in an aggregate amount exceeding the Threshold Amount; provided, however, that if any failure to pay or perform described in the foregoing clauses (i), (ii) or (iii) shall be cured by such Borrower or Material Subsidiary (as applicable), or waived by the holders of such Debt, in each case prior to the exercise of any remedies under Section 8.02, then the Event of Default under this Section 8.01(e) by reason of such failure to pay or perform shall be deemed likewise to have been thereupon cured or waived.

(f) Insolvency Proceedings, Etc. The occurrence of any of the following:

(i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (A) liquidation, reorganization, rehabilitation or other relief in respect of any Borrower or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (B) the appointment of a receiver, rehabilitator, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered; or

(ii) any Borrower or any Material Subsidiary shall (A) voluntarily commence any proceeding or file any petition seeking liquidation, rehabilitation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (B) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition

described in clause (f)(i) of this Section, (C) apply for or consent to the appointment of a receiver, rehabilitator, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Material Subsidiary or for a substantial part of its assets, (D) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (E) make a general assignment for the benefit of creditors or (F) take any corporate action for the purpose of effecting any of the foregoing.

(g) Inability to Pay Debts; Attachment. Any Borrower or any Material Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due.

(h) Judgments. The entry against any Borrower or any Subsidiary of (i) a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny coverage), or (ii) a non-monetary final judgment or order that, either individually or in the aggregate, has or would reasonably be expected to have a Material Adverse Effect, and, in either case, there is a period of 45 consecutive days during which such judgment or order remains unpaid, undischarged, unvacated, unbonded or unstayed pending appeal.

(i) ERISA. The occurrence of an ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or would reasonably be expected to have a Material Adverse Effect.

(j) Change of Control. There occurs any Change of Control.

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery, ceases to be in full force and effect; or any Borrower or any other Person contests in writing the validity or enforceability of any provision of any Loan Document; or any Borrower denies in writing that it has any or further liability or obligation under any Loan Document, or purports in writing to revoke, terminate or rescind any Loan Document, in each case, for any reason other than as expressly permitted hereunder or thereunder or in satisfaction in full of all non-contingent Obligations.

Section 8.02 Remedies Upon Event of Default If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers; and

(iii) exercise on behalf of itself and the Lenders, all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code, the obligation of each Lender to make Loans shall automatically terminate and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Section 2.12, be applied by the Administrative Agent in the following order:

FIRST, to payment of that portion of the Obligations constituting fees, indemnities and expenses (other than principal and interest but including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

SECOND, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

THIRD, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

FOURTH, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them; and

LAST, the balance, if any, after all of the Obligations have been paid in full, to the Borrowers or as otherwise required by Law.

ARTICLE IX ADMINISTRATIVE AGENT

Section 9.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Citibank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except to the extent expressly set forth in Section 9.06, the provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders and no Borrower shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person

(d) Nothing in this Agreement or any other Loan Document shall require the Administrative Agent or any of its Related Parties to carry out any “know your customer” or other checks in relation to any Person on behalf of any Lender, and each Lender confirms to the Administrative Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Administrative Agent or any of its Related Parties.

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless an officer of the Administrative Agent responsible for the transactions contemplated hereby shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such subagent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.06 Resignation and Removal of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor Administrative Agent with the consent, so long as no Event of Default has occurred and is continuing, of the Borrowers (such consent not be unreasonably withheld), provided that no Ineligible Assignee may be appointed successor Administrative Agent without the written consent of the Borrowers. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the “Resignation Effective Date”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above with the consent, so long as no Event of Default has occurred and is continuing, of the Borrowers (such consent not be unreasonably withheld). Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) Anything herein to the contrary notwithstanding, if at any time the Required Lenders determine that the Person serving as Administrative Agent is (without taking into account any provision in the definition of "Defaulting Lender" requiring notice from the Administrative Agent or any other party) a Defaulting Lender pursuant to clause (v) of the definition thereof, the Required Lenders (determined after giving effect to Section 10.01) may by written notice to the Borrowers and such Person remove such Person as Administrative Agent and appoint a replacement Administrative Agent hereunder with the consent, so long as no Event of Default has occurred and is continuing, of the Borrowers (such consent not be unreasonably withheld). Such removal will, to the fullest extent permitted by applicable Laws, be effective on the earlier of the date (the "Removal Effective Date") (i) on which a replacement Administrative Agent is appointed and (ii) which is 30 days after the giving of such notice by the Required Lenders (regardless of whether a replacement Administrative Agent has been appointed).

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Section 9.07 Non-Reliance on Administrative Agent and Other Lenders Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Arrangers, Book Managers, Syndication Agents or Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

Section 9.09 Administrative Agent May File Proofs of Claim In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Borrowers, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 10.04) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

ARTICLE X MISCELLANEOUS

Section 10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Borrower therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrowers and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that (x) the Administrative Agent and the Borrowers may, with the consent of the other(s), amend, modify or supplement this Agreement and any other Loan Document to cure any ambiguity, omission, typographical error, mistake, defect or inconsistency if such amendment, modification or supplement does not adversely affect the rights of the Administrative Agent or any Lender, to comply with local law or the advice of local counsel or to cause one or more Loan Documents to be consistent with other Loan Documents and (y) no such amendment, waiver or consent shall:

(i) waive any condition set forth in Section 4.01 without the written consent of each Lender;

(ii) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood and agreed that a waiver of any condition precedent set forth in Section 4.02 or of any Default shall not be deemed an extension or increase of the Commitment of any Lender);

(iii) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) or any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby (other than as a result of waiving an Event of Default in accordance with the terms hereof);

(iv) reduce the principal of, or the rate of interest specified herein on, any Loan or (subject to clause (ii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; provided, however, that only the consent of the Required Lenders shall be required to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate;

(v) change the definition of "Applicable Percentage", Section 2.10(a), Section 2.11, Section 8.03 or any other provision of this Agreement in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(vi) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; or

(vii) release the Guaranty, except as expressly permitted by the Loan Documents, without the written consent of each Lender;

and, provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and (ii) any Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable Laws, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); provided that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

Section 10.02 Notices; Effectiveness; Electronic Communication.

(a) *Notices Generally.* Except in the case of notices and other communications expressly permitted to be given by telephone (and except as expressly provided in Section 6.01 and subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Borrower or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrowers).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) *Electronic Communications.* Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or any Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefore; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) *The Platform.* THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN

CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any Agent-Related Person (collectively, the "Agent Parties") have any liability to any Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet.

(d) Change of Address, Etc. Each of the Borrowers and the Administrative Agent may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrowers and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrowers or their securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic Loan Notices) purportedly given by or on behalf of the Borrowers even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify the Administrative Agent and the Lenders and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrowers. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03 No Waiver: Cumulative Remedies; Enforcement. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Borrowers shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (i) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (ii) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.11), or (iii) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to the Borrowers under any

Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (A) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (B) in addition to the matters set forth in clauses (ii) and (iii) of the preceding proviso and subject to Section 2.11, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the Agent-Related Persons (including the reasonable and documented fees and disbursements of one counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all documented out-of-pocket expenses incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made hereunder, including all such documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; provided, that pursuant to this clause (ii), the Borrowers shall not be required to reimburse such out-of-pocket expenses of more than one counsel to the Administrative Agent and the Lenders (and one local counsel to the Administrative Agent and the Lenders in any relevant jurisdiction), unless the representation of one or more Lenders by such counsel would be inappropriate due to the existence of an actual conflict of interest, in which case the Borrowers shall also be required to reimburse the fees, charges and disbursements of one additional counsel to all of such affected Lenders taken as a whole.

(b) Indemnification by the Borrowers. Each of the Borrowers other than Athene Life Re shall, jointly and severally, and Athene Life Re shall, solely as to itself, indemnify the Administrative Agent (and any sub-agent thereof), each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including reasonable and documented fees and disbursements of one counsel to the Indemnitees taken as a whole and, solely in the case of a conflict of interest, one additional counsel to all affected Indemnitees, taken as a whole), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by a Borrower arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or the use or proposed use of the proceeds therefrom, or (iii) any other claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by a Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by a Borrower against an Indemnitee for a material breach of such Indemnitee's obligations hereunder or under any other Loan Document, if such Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) arise from any action, claim, litigation or proceeding solely among the

Indemnitees so long as such action, claim, litigation or proceeding is not attributable to any act or omission by the Borrowers (other than any claims against any Person in its capacity or in fulfilling its role as an agent, Arranger or other similar role hereunder or under the other Loan Documents, but in each case, solely to the extent such indemnification would not be denied pursuant to clause (x) above). Each Indemnitee shall be obligated to refund or return any and all amounts received pursuant to this Section 10.04(b) to the extent such Indemnitee is not entitled to payment thereof in accordance with the terms hereof. This Section 10.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that any Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party thereof (but without limiting the obligation of the Borrowers under such subsection), each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Applicable Percentage at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), provided that, the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party thereof acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no Borrower shall assert, and each Borrower hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than 10 Business Days after demand therefor.

(f) Survival. The agreements in this Section and the indemnity provisions of Section 10.02(e) shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 10.05 Payments Set Aside. To the extent that any payment by or on behalf of any Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief

Law or otherwise, then (i) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (ii) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (ii) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.06 Successors and Assigns.

(a) *Successors and Assigns Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by Lenders.* Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) *Minimum Amounts.*

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000 or other than in \$1,000,000 increments thereabove unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrowers otherwise consent (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) and subsection (b)(v) of this Section and, in addition:

(A) the written consent of the Borrowers (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund and notice thereof is provided to the Administrative Agent and the Borrowers; provided that the Borrowers shall be deemed to have consented to any such assignment unless they shall object thereto by written notice to the Administrative Agent within twenty Business Days after having received notice thereof; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to a Borrower or any of the Borrowers' respective Affiliates or Subsidiaries, (B) to any Defaulting Lender or any of their respective subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), (C) to a natural person or (D) absent the written consent of the Borrowers (which consent may be given or withheld at the Borrowers' sole discretion), to any Person that was an Ineligible Assignee as of the applicable Trade Date. For the avoidance of doubt, with respect to any assignee that becomes an Ineligible Assignee after the Trade Date applicable to its assignment (including as a result of the delivery of a notice pursuant to, and/or the expiration of the notice period referred to in, the *proviso* to the definition of "Ineligible Assignee"), (i) such assignee shall not retroactively be disqualified from having become a Lender pursuant to such assignment and (ii) such assignee will become an Ineligible Assignee in accordance with the definition thereof notwithstanding the consummation of such assignment and the execution by the Borrowers of an Assignment and Assumption with respect to such assignee. Notwithstanding the foregoing, any assignment to an assignee that is or becomes an Ineligible Assignee (including any assignment in violation of clause (b)(v)(D)) shall not be void, but the provisions of paragraph (f) below shall apply.

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment will be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment make such additional payments to the Administrative Agent in an aggregate amount

sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the written consent of the Borrowers and the Administrative Agent, the applicable pro-rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and each Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro-rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest will be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrowers, any of the Borrowers' respective Affiliates or Subsidiaries or an Ineligible Assignee) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent, the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt: (i) each Lender shall be responsible for the indemnity under Section 10.04(c) without regard to the existence of any participation; and (ii) with respect to any participant that becomes an Ineligible Assignee after the Trade Date applicable to its participation (including as a result of the delivery of a notice pursuant to, and/or the expiration of the notice period referred to in, the *proviso* of the definition of "Ineligible Assignee"), such participant shall not retroactively be disqualified from having become a participant pursuant to the applicable participation agreement. Notwithstanding the foregoing, any participation to a participant that becomes an Ineligible Assignee shall be subject to the provisions of paragraph (f) below.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clause (y) of the first proviso to Section 10.01 that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations therein, including the requirements under Section 3.01 (it being understood that the documentation required under Section 3.01(e) shall be delivered to the Lender who sells the participation)); provided that such Participant (A) agrees to be subject to the provisions of Sections 3.06 and 10.13 as if it were an assignee under subsection (b) of this Section and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after such Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitment or Loan or any of its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Certain Provisions Pertinent to Ineligible Assignees. If any assignment is made to any Ineligible Assignee without the Borrowers' prior consent in violation of paragraph (b)(v)(D) above, or if any Lender becomes an Ineligible Assignee after the Trade Date of the applicable assignment to such Lender, the Borrowers may, at their sole expense and effort, upon notice to the applicable Ineligible Assignee and the Administrative Agent, (A) terminate the Commitment of such Ineligible Assignee and repay all obligations of the Borrowers owing to such Ineligible Assignee in connection with such Commitment and/or (B) require such Ineligible Assignee to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 10.06), all of its interest, rights and obligations under this Agreement and related Loan Documents to an Eligible Assignee that shall

assume such obligations at a purchase price equal to the lesser of (x) the principal amount thereof and (y) the amount that such Ineligible Assignee paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to such Ineligible Assignee hereunder and under the other Loan Documents; provided that (i) the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in 10.06(b) and (ii) such assignment does not conflict with applicable Laws.

Notwithstanding anything to the contrary contained in this Agreement, (i) Ineligible Assignees that are either Lenders or participants of Lenders will not (A) have any inspection rights or the right to receive information, reports or other materials provided to Lenders by the Borrowers, the Administrative Agent or any other Lender, (B) attend or participate in meetings attended by the Lenders and the Administrative Agent or (C) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (ii)(A) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Ineligible Assignee (whether a direct Lender or a participant) will be deemed to have consented in the same proportion as the Lenders that are not Ineligible Assignees consented to such matter, and (B) for purposes of voting on any plan of reorganization or plan of liquidation pursuant to any Debtor Relief Laws (“Plan of Reorganization”), each Ineligible Assignee (whether a direct Lender or a participant) hereby agrees (1) not to vote on such Plan of Reorganization, (2) if such Ineligible Assignee does vote on such Plan of Reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be “designated” pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan of Reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

The Administrative Agent shall have the right, and the Borrowers hereby expressly authorize the Administrative Agent, (i) to post the list of Ineligible Assignees provided by the Borrower and any updates thereto from time to time (collectively, the “Ineligible Institution List”) on the Platform, including that portion of the Platform that is designated “Public Side Information”, and (ii) to provide the Ineligible Institution List to each Lender requesting the same.

Section 10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its Affiliates and to its and its Affiliates’ respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iv) to any other party hereto, (v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (vi) subject to an agreement containing provisions substantially the same (or at least as restrictive) as those of this Section, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (B) any actual or prospective counterparty (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap, or derivative or

other similar transaction under which payments are to be made by reference to or any credit insurance provider in each case relating to any Borrower and its obligations, this Agreement or payments hereunder, (C) any rating agency, or (D) the CUSIP Service Bureau or any similar organization, (vii) with the written consent of the Borrowers or (viii) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent or any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers. For purposes of this Section, "Information" means all information received from the Borrowers or any of their respective Subsidiaries relating to the Borrowers or any of their respective Subsidiaries or any of their respective businesses, including the identity of Ineligible Assignees, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrowers or any of their respective Subsidiaries, provided that, in the case of information received from the Borrowers or any of their respective Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (i) the Information may include material non-public information concerning the Borrowers or a Subsidiary, as the case may be, (ii) it has developed compliance procedures regarding the use of material non-public information and (iii) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Section 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrowers, excluding any custodial, trust or special reserve accounts, against any and all of the obligations of the Borrowers, now or hereafter existing under this Agreement or any other Loan Document to such Lender or its Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender exercises any such right of setoff, (x) all amounts so set off will be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.12(a) and, pending such payment, will be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender will provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such

unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (i) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.10 Counterparts; Integration. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

Section 10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Borrowing, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 10.13 Replacement of Lenders. If the Borrowers are entitled to replace a Lender pursuant to the provisions of Section 3.06 or if any Lender is a Defaulting Lender or Non-Consenting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

- (i) the Borrowers shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable Laws;

(v) no Default or Event of Default shall have occurred and be continuing on the date of such assignment; and

(vi) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

Section 10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. (i) EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE ADMINISTRATIVE AGENT AND THE LENDERS IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. (ii) EACH OF THE ADMINISTRATIVE AGENT AND THE LENDERS IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OF THE BORROWERS IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN

DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN (x) THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF OR (y) THE COURTS OF THE JURISDICTION OF INCORPORATION OR FORMATION OF THE APPLICABLE BORROWER AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. (iii) EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY ACTION, LITIGATION OR PROCEEDING REFERRED TO IN THIS PARAGRAPH (b) SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) WAIVER OF VENUE. (i) EACH OF THE ADMINISTRATIVE AGENT AND THE LENDERS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b)(i) OF THIS SECTION. EACH OF THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. (ii) EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b)(ii) OF THIS SECTION. EACH OF THE BORROWERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) Appointment of Process Agent. Each Borrower hereby irrevocably appoints Corporation Service Company its authorized agent to accept and acknowledge service of any and all process which may be served in any suit, action or proceeding of the nature referred to in this Section 10.14 and consents to process being served in any such suit, action or proceeding upon Corporation Service Company in any manner or by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Borrower's address referred to in Section 10.02, as the case may be. Each of the Borrowers agrees that such service (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by Law, be taken and held to be valid personal service upon and personal delivery to it. Nothing in this Section 10.14(e) shall affect the right of any Lender to serve process in any manner permitted by Law or limit the right of any Lender to bring proceedings against any Borrower in the courts of any jurisdiction or jurisdictions.

Section 10.15 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrowers acknowledge and agree, and acknowledges its Affiliates' understanding, that: (i)(A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers and the Lenders, are arm's-length commercial transactions between the Borrowers and their Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders, on the other hand, (B) the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (C) the Borrowers are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii)(A) the Administrative Agent, each of the Arrangers and each of the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers or any of their Affiliates, or any other Person and (B) none of the Administrative Agent, any Arranger nor any Lender has any obligation to the Borrowers or any of their Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and none of the Administrative Agent, any Arranger nor any Lender has any obligation to disclose any of such interests to the Borrowers or their Affiliates. To the fullest extent permitted by law, the Borrowers hereby waive and release any claims that they may have against the Administrative Agent, the Arrangers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.17 Electronic Execution of Assignments and Certain Other Documents. The words "execution", "signed", "signature", and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.18 USA PATRIOT Act Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrowers in accordance with the Act. The Borrowers shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

Section 10.19 Judgment Currency.

(a) The obligations of the Borrowers hereunder and under the other Loan Documents to make payments in a specified currency (the "Obligation Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or a Lender of the full amount of the Obligation Currency expressed to be payable to it under this Agreement or another Loan Document. If, for the purpose of obtaining or enforcing judgment against any Borrower in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made, at the rate of exchange (as quoted by the Administrative Agent or if the Administrative Agent does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Administrative Agent) determined, in each case, as of the Business Day immediately preceding the date on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, each Borrower covenants and agrees to pay, or cause to be paid, or remit, or cause to be remitted, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining any rate of exchange or currency equivalent for this Section 10.19, such amounts shall include any premium and costs payable in connection with the purchase of the Obligation Currency.

Section 10.20 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ATHENE HOLDING LTD.

By: /s/ Zachary E. Jones
Name: Zachary E. Jones
Title: Senior Vice President, Chief Accounting Officer

ATHENE LIFE RE LTD.

By: /s/ Frank L. Gillis
Name: Frank L. Gillis
Title: Chief Executive Officer

ATHENE USA CORPORATION

By: /s/ Guy Hudson Smith, III
Name: Guy Hudson Smith, III
Title: President

[Signature Page to Credit Agreement]

CITIBANK, N.A., as Administrative Agent and a Lender.

By: /s/ Maureen P. Maroney

Name: Maureen P. Maroney

Title: Vice President

CREDIT AGREEMENT

ROYAL BANK OF CANADA, as a Syndication
Agent and a Lender

By: /s/ Brij Grewal
Name: Brij Grewal
Title: Authorized Signatory

CREDIT AGREEMENT

BARCLAYS BANK PLC, as a Syndication Agent and a Lender

By: /s/ Craig J. Malloy

Name: Craig J. Malloy

Title: Director

[SIGNATURE PAGE TO CREDIT AGREEMENT]

DEUTSCHE BANK SECURITIES INC., as a
Documentation Agent

By: /s/ Scott Fieger
Name: Scott Fieger
Title: Managing Director

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Vice President

CREDIT AGREEMENT

DEUTSCHE BANK NEW YORK BRANCH,
as a Lender

By: /s/ Scott Fieger
Name: Scott Fieger
Title: Managing Director

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Vice President

CREDIT AGREEMENT

BMO HARRIS BANK N.A., as a Documentation Agent and a Lender

By: /s/ Joan Murphy
Name: Joan Murphy
Title: Director

CREDIT AGREEMENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as a Documentation Agent and a Lender

By: /s/ William R. Goley
Name: William R. Goley
Title: Director

CREDIT AGREEMENT

BNP PARIBAS, as a Lender

By: /s/ Michael Albanese

Name: Michael Albanese
Title: Managing Director

By: /s/ Nair P. Raghu

Name: Nair P. Raghu
Title: Vice President

CREDIT AGREEMENT

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Bonnie S. Wiskowski

Name: Bonnie S. Wiskowski

Title: Vice President

CREDIT AGREEMENT

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Kristen M. Murphy

Name: Kristen M. Murphy

Title: Vice President

CREDIT AGREEMENT

BANK OF AMERICA, N.A., as a Lender

By: /s/ Derek Miller

Name: Derek Miller

Title: Vice President

[SIGNATURE PAGE TO CREDIT AGREEMENT]

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Ryan Durkin
Name: Ryan Durkin
Title: Authorized Signatory

CREDIT AGREEMENT

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

CREDIT AGREEMENT

CREDIT SUISSE AG, Cayman Islands Branch, as a Lender

By: /s/ Doreen Barr

Name: Doreen Barr

Title: Authorized Signatory

By: /s/ Warren Van Heyst

Name: Warren Van Heyst

Title: Authorized Signatory

[SIGNATURE PAGE TO CREDIT AGREEMENT]

THE ROYAL BANK OF SCOTLAND PLC, as a Lender

By: /s/ Joseph A. Conte

Name: Joseph A. Conte, CFA

Title: Vice President

CREDIT AGREEMENT

SUNTRUST BANK, as a Lender

By: /s/ Paula Mueller

Name: Paula Mueller

Title: Director

CREDIT AGREEMENT

Commitments and Applicable Percentages

<u>Name of Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Citibank, N.A.	\$ 98,000,000	9.8%
Barclays Bank PLC	\$ 98,000,000	9.8%
Royal Bank of Canada	\$ 98,000,000	9.8%
BMO Harris Bank, N.A.	\$ 84,000,000	8.4%
Deutsche Bank AG New York Branch	\$ 84,000,000	8.4%
Wells Fargo Bank, National Association	\$ 84,000,000	8.4%
BNP Paribas	\$ 72,000,000	7.2%
JPMorgan Chase Bank, N.A.	\$ 72,000,000	7.2%
U.S. Bank National Association	\$ 72,000,000	7.2%
Bank of America, N.A.	\$ 50,000,000	5.0%
Goldman Sachs Bank USA	\$ 46,000,000	4.60%
Morgan Stanley Bank, N.A.	\$ 46,000,000	4.60%
Credit Suisse AG, Cayman Islands Branch	\$ 38,000,000	3.8%
The Royal Bank of Scotland plc	\$ 38,000,000	3.8%
SunTrust Bank	\$ 20,000,000	2.0%
TOTAL	<u>\$1,000,000,000</u>	<u>100.000%</u>

Subsidiaries

Subsidiary	Jurisdiction of incorporation	Percentage of Equity Interests Owned
Athene Life Re Ltd.	Bermuda	100% of common stock owned by AHL
Athene USA Corporation ("AUSA")	Iowa	100% of common stock owned by AHL
AGER Bermuda Holding Ltd. ("AGER")	Bermuda	100% of common stock owned by AHL
Athene Deutschland Verwaltungs GmbH ("ADV")	Germany	100% of common stock owned by AGER
Athene Deutschland Holding GmbH & Co. KG ("ADKG")	Germany	100% of the limited partner interests owned by AGER; 100% of general partner interests owned by ADV
Athene Deutschland GmbH ("AD")	Germany	100% of the common stock owned by ADKG
Athene Lebensversicherung AG	Germany	100% of common stock is owned by AD
Athene Pensionskasse AG	Germany	100% of common stock owned by AD
Athene Deutschland Anlagemanagement GmbH	Germany	100% of common stock owned by AD
Athene Real Estate Management Company S.a.r.l	Luxembourg	93.6% of membership interest owned by AD 0.8% of membership interest owned by ADKG
Athene Employee Services, LLC	Iowa	AUSA is the sole member
Athene London Assignment Corporation	Delaware	100% of common stock owned by AUSA
Athene Assignment Corporation	Delaware	100% of common stock owned by AUSA
Athene Annuity & Life Assurance Company ("AADE")	Delaware	100% of common stock owned by AUSA
ACM Trademarks, L.L.C	Iowa	AUSA is the sole member
ARPH (Headquarters Building), LLC	Iowa	AUSA is the sole member
Athene Life Insurance Company	Delaware	100% of common stock is owned by AADE
Athene Annuity and Life Company ("AAIA")	Iowa	100% of common stock is owned by AADE

P.L. Assigned Services, Inc.	New York	100% of common stock is owned by AADE
Athene Annuity & Life Assurance Company of New York (“AANY”)	New York	100% of common stock is owned by AAIA
Structured Annuity Reinsurance Company	Iowa	100% of common stock is owned by AAIA
Athene Securities, LLC	Indiana	AAIA is the sole member
Centralife Annuities Service, Inc.	Arizona	100% of common stock is owned by AAIA
Athene Re USA IV, Inc.	Vermont	100% of common stock is owned by AAIA
AREI (Renaissance), LLC	Iowa	AAIA is the sole member
AREI (Marketplace), LLC	Iowa	AAIA is the sole member
AREI (Boyette), LLC	Iowa	AAIA is the sole member
AREI (Cedar Valley), LLC	Iowa	AAIA is the sole member
AREI (Watson), LLC	Iowa	AAIA is the sole member
AREI (Brookfield) LLC	Iowa	AAIA is the sole member
AREI (CPB) LLC	Iowa	AAIA is the sole member
Athene Life Insurance Company of New York	New York	100% of common stock is owned by AANY

Existing Indebtedness

None

Existing Liens

Liens granted by Athene Annuity & Life Assurance Company (“Athene Annuity”) to UBS AG, London Branch (“UBS”), pursuant to that certain Pledge and Security Agreement, dated as of September 2, 2011 (and amended as of December 16, 2011), between Athene Annuity and UBS, securing ALIC’s obligations to UBS in connection with certain funding agreements issued by ALIC to UBS.

Lien granted by Athene Annuity to TLIC pursuant to that certain Letter Agreement, dated as of December 16, 2011, among Athene Annuity, TLIC and UBS, securing the payment and performance of Athene Annuity’s obligations to State Street Bank and Trust Company and to TLIC under certain transaction agreements relating to the TLIC Reinsurance Transactions.

Liens in the ordinary course of business in connection with obtaining and maintaining permits, licenses and other authorizations from applicable Governmental Authorities.

Administrative Agent's Office: Certain Addresses for NoticesBorrower

Athene Holding, Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX
Bermuda
Attn: Chief Legal Officer
Facsimile: (441) 279-8401
Electronic mail: TShanafelt@Athene.bm
Telephone: (441) 279-8414

Athene Life Re Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX
Bermuda
Attn: General Counsel
Facsimile: (441) 279-8401
Electronic mail: TShanafelt@Athene.bm
Telephone: (441) 279-8414

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, Iowa 50266-3862
Attn: President
Facsimile: (877) 733-8593
Electronic mail: chip.smith@athene.com
Telephone: (515) 342-3665

With copy to (which shall not constitute notice):

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, Iowa 50266-3862
Attn: Legal Department
Facsimile: (877) 522-2003
Electronic mail: legal@athene.com
Telephone: (515) 342-6135

Administrative Agent

Citibank, N.A., as Administrative Agent
1615 Brett Road, Building #3
New Castle, Delaware 19720
Attn: Bank Loan Syndications
Electronic mail: global.loans.support@citi.com
Fax: (646) 274-5080

Form of Loan Notice

[Date]

Citibank, N.A., as Administrative Agent
for the Lenders party to the Credit Agreement
referred to below
1615 Brett Road, Building #3
New Castle, Delaware 19720

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of January 22, 2016 (as amended, modified or supplemented from time to time, the Credit Agreement”; the terms defined therein being used herein as therein defined) among Athene Holding Ltd., Athene Life Re. Ltd. and Athene USA Corporation, as initial borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

The undersigned hereby requests (select one):

- A Borrowing of Loans.
- A conversion or continuation of Loans
 1. On (a Business Day).
 2. In the amount of \$.
 3. Comprised of (Type of Loan Requested)
 4. For Eurodollar Rate Loans: with an Interest Period of months.

[The Borrower hereby represents and warrants that the conditions specified in Sections 4.02(a) and (b) of the Credit Agreement shall be satisfied on and as of the date of the applicable Borrowing (it being understood that after the Effective Date the representations and warranties set forth in Section 5.05(b), Section 5.06 and Section 5.13 of the Credit Agreement shall not be required to be true or correct as a condition precedent to any Borrowing).]¹

[BORROWER NAME]

By: _____
Name:
Title:

¹ Include only in notices of Borrowings.

Form of Note

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to _____ or its registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of the Loans from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of January 22, 2016 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the other borrowers party thereto, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

The Borrower promises to pay interest on the unpaid principal amount of the Loans made to it by the Lender from the date of such Loans until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note may be declared to be, or shall become, immediately due and payable all as provided in the Credit Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

The Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[For the avoidance of doubt, in no event shall the Borrower be liable for any obligations of any other Borrower under this Note or any other Loan Document except as set forth in the Guaranty.]¹

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[BORROWER NAME]

By: _____
Name:
Title:

¹ Include in Notes issued by Athene Life Re.

LOANS AND PAYMENTS WITH RESPECT THERETO

<u>Date</u>	Type of Loan	Amount of Loan	End of Interest Period (If Applicable)	Amount of Principal or Interest Paid this Date	Outstanding Principal Balance This Date	Notation Made By
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Form of Note

Form of Compliance Certificate

Compliance Certificate Delivery Date: _____,

Financial Statement Date: _____,

Citibank, N.A., as Administrative Agent
for the Lenders party to the Credit Agreement
referred to below
1615 Brett Road, Building #3
New Castle, Delaware 19720

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of January 22, 2016 (as amended, modified or supplemented from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among Athene Holding Ltd., Athene Life Re. Ltd. and Athene USA Corporation, as initial borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

The undersigned hereby certify as of the date hereof that he or she is the _____ of AHL, and that, as such, he or she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of AHL, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.01(i) of the Credit Agreement for the fiscal year of AHL and its Subsidiaries ended as of the above date, together with the report and opinion of its independent certified public accountants required by Section 6.01(i) of the Credit Agreement.

[Use following paragraph 1 for interim financial statements]

1. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 6.01(ii) of the Credit Agreement for the fiscal quarter of AHL ended as of the above date. Such financial statements fairly present in all material respects the financial position, results of operations and, if applicable, cash flows of AHL and its Subsidiaries on a consolidated basis in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of AHL and its Subsidiaries during the accounting period covered by the attached financial statements.

3. A review of the activities of AHL and its Subsidiaries during such fiscal period has been made under the supervision of the undersigned with a view to determining whether a Default or Event of Default has occurred and is continuing, and

[select one:]

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Form of Compliance Certificate

[to the best knowledge of the undersigned, no Default or Event of Default is continuing.]

—or—

[the following is a list of each such Default or Event of Default that is continuing and its nature and status:]

4. The financial covenant analyses and information set forth on Schedule 2 as of the date referred to therein attached hereto are true and accurate on and as of the date of this Certificate.

[Use following paragraph 5 to the extent applicable]

5. Based upon and as of the date of the delivery of the financial statements delivered in connection herewith, the aggregate total assets of the Material Subsidiaries represent less than 75% of the Consolidated Total Assets of AHL and its Subsidiaries. Accordingly, the following Subsidiar[y][ies] are designated Material Subsidiaries:

[specify Subsidiary or Subsidiaries]

After giving effect to such designation, based upon and as of the date of the delivery of the financial statements delivered in connection herewith, the total assets of all of the Subsidiaries that are not Material Subsidiaries would not exceed 25% of the Consolidated Total Assets of AHL and its Subsidiaries as of the last day of the period for which such financial statements are delivered.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

ATHENE HOLDING LTD.

By: _____
Name:
Title:

SCHEDULE 2
to the Compliance Certificate
(\$ in 000s)

Section 7.09(a) – Consolidated Net Worth

- A. Consolidated Net Worth at Statement Date: \$ _____
- B. Minimum Compliance Level Required at Effective Date: \$ _____
- C. 50% of the net cash proceeds received from the issuance and sale of Equity Interests of AHL or any Subsidiary after the Effective Date (other than the issuance to a Borrower or any Subsidiary): \$ _____
- D. Minimum required Consolidated Net Worth (Lines B plus C): \$ _____
- E. Excess (deficient) for covenant compliance (Line A less Line D): \$ _____

Section 7.09(b) – Consolidated Debt to Capitalization Ratio

A. Consolidated Adjusted Debt as of the above Statement Date:

1. Consolidated Total Debt:¹

- a. Obligations for borrowed money: \$ _____
- b. Obligations evidenced by bonds, debentures, notes, loan agreements and similar instruments: \$ _____
- c. Obligations under letters of credit, bankers' acceptance, bank guaranties and similar instruments: \$ _____
- d. Obligations under Swap Contracts: \$ _____
- e. Deferred purchase obligations (other than trade accounts payable and accrued expenses payable and accruals for payroll, in each case, in the ordinary course of business): \$ _____
- f. Obligations under conditional sale or other title retention agreements: \$ _____
- g. Third party obligations secured by Liens on, or payable out of the proceeds of production from, property or assets of the Borrower or its Subsidiaries: \$ _____
- h. Capitalized Lease Obligations: \$ _____
- i. Obligations under repurchase agreements: \$ _____
- j. Disqualified Equity Interests: \$ _____
- k. Pro rata share of the Debt of the Person based on their ownership interest in the entity: \$ _____
- l. Guarantees of third party indebtedness of any type referred to in Line A.1.a. through Line A.1.k. (without duplication): \$ _____
- m. (Line A.1.a. through Line A.1.l.): \$ _____
- n. Obligations in respect of Hybrid Securities up to (but not exceeding) the Hybrid Securities Allowed Amount: \$ _____
- o. Consolidated Total Debt (Line A.1.m. less Line A.1.n.): \$ _____

2. Operating Debt:²

- a. Debt incurred by Regulated Insurance Companies in the ordinary course of business evidenced by surplus notes in connection with Regulatory Capital Transactions: \$ _____

¹ All amounts are presented at their respective aggregate par principal amount, without discount for original issue discount and without netting of financing fees or any other capitalized deferred costs.

² All amounts are presented at their respective aggregate par principal amount, without discount for original issue discount and without netting of financing fees or any other capitalized deferred costs.

- b. Debt incurred by Regulated Insurance Companies in the ordinary course of business owing to a Federal Home Loan Bank under a liquidity facility or in respect of long-term community advances: \$ _____
- c. Debt incurred by Regulated Insurance Companies in the ordinary course of business under Funding Agreements: \$ _____
- d. Debt incurred by Regulated Insurance Companies that are Designated Special Purpose Subsidiaries in the ordinary course of business in connection with Regulatory Capital Transactions: \$ _____
- e. Debt of such Person incurred in the ordinary course of business that is excluded from financial leverage and treated as a hybrid capital instrument by both S&P and Moody's: \$ _____
- f. Debt or other obligations that are consolidated solely as a result of the obligor being deemed a "Variable Interest Entity" under FASB 810 if such Debt or other obligations are Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries: \$ _____
- g. Obligations under letters of credit, bank guarantees and similar instruments issued for the account of Designated Special Purpose Subsidiaries in connection with one or more Regulatory Capital Transactions if such Debt is Non-Recourse Debt with respect to the Borrowers and each of their respective Subsidiaries and no reimbursement obligation is due in respect thereof: \$ _____
- h. Obligations under letters of credit issued for the account of Insurance Subsidiaries to support obligations under Reinsurance Agreements or Retrocession Agreements and no reimbursement obligation is due in respect thereof: \$ _____
- i. Other letters of credit (not described in line A.2.g or A.2.h above) issued in the ordinary course of business if no reimbursement obligation is due in respect thereof: \$ _____
- j. Obligations with respect to Policies, Reinsurance Agreements and Retrocession Agreements: \$ _____
- k. Obligations under Permitted Repo and Securities Lending Agreements: \$ _____
- l. Operating Debt (Line A.2.a. through Line A.2.k.): \$ _____
- 3. Consolidated Adjusted Debt (Line A.1.o. less Line A.2.l.): \$ _____
- B. Consolidated Adjusted Capitalization:
 - 1. Consolidated Adjusted Debt (from line A.3. above): \$ _____
 - 2. Consolidated Net Worth: \$ _____
 - 3. Hybrid Securities Amount (from line A.1.n. above): \$ _____
 - 4. Consolidated Adjusted Capitalization (Line B.1. plus Line B.2. plus Line B.3.): \$ _____
- C. Consolidated Debt to Capitalization Ratio (Line A.3 divided by Line B.4): _____%

EXHIBIT D

Form of Assignment and Assumption

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the] [each]¹ Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]² Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]³ hereunder are several and not joint.]⁴ Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the facility described in the Credit Agreement and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

- 1. Assignor[s]: _____
- 2. Assignee[s]: _____

- 1 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.
- 2 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.
- 3 Select as appropriate.
- 4 Include bracketed language if there are either multiple Assignors or multiple Assignees.

[for each Assignee, indicate [Affiliate][Approved Fund] of [Identify Lender]]

3. **Borrowers:** Athene Holding Ltd., Athene Life Re Ltd. and Athene USA Corporation
4. **Administrative Agent:** Citibank, N.A., as the administrative agent under the Credit Agreement
5. **Credit Agreement:** Credit Agreement dated as of January 22, 2016 among the Borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.
6. **Assigned Interest:**

Assignor[s] ⁵	Assignee[s] ⁶	Aggregate Amount of Commitment/Loans for all Lenders ⁷	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans ⁸
		\$	\$	%
		\$	\$	%
		\$	\$	%

7. [Trade Date: _____] ⁹

Effective Date: _____, 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

- ⁵ List each Assignor, as appropriate.
- ⁶ List each Assignee, as appropriate.
- ⁷ Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.
- ⁸ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.
- ⁹ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR:
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE:
[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and]¹⁰ Accepted:

CITIBANK, N.A.,
as Administrative Agent

By: _____
Title:

[Consented to:]¹¹

ATHENE HOLDING LTD.

By: _____
Title:

ATHENE LIFE RE LTD.

By: _____
Title:

ATHENE USA CORPORATION

By: _____
Title:

¹⁰ To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.
¹¹ To be added only if the consent of the Borrowers is required by the terms of the Credit Agreement.

**STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION****1. Representations and Warranties.**

1.1 Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of any of the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any of the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.06(b)(iii), (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under Section 10.06(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the] [the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01(i) or 6.01(ii) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee and (viii) it is not an Ineligible Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

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Form of Assignment and Assumption

Form of U.S. Tax Compliance Certificate
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of January 22, 2016 (as amended, modified or supplemented from time to time, the Credit Agreement) among Athene Holding Ltd. Athene Life Re Ltd. and Athene USA Corporation, as initial borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the applicable Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the applicable Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the applicable Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the applicable Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the applicable Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[_____]

By: _____
Title:

Form of U.S. Tax Compliance Certificate
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of January 22, 2016 (as amended, modified or supplemented from time to time, the Credit Agreement) among Athene Holding Ltd., Athene Life Re Ltd. and Athene USA Corporation, as initial borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the applicable Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the applicable Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as appropriate. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[_____]

By: _____
Title:

Form of U.S. Tax Compliance Certificate
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of January 22, 2016 (as amended, modified or supplemented from time to time, the Credit Agreement) among Athene Holding Ltd., Athene Life Re Ltd. and Athene USA Corporation, as initial borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the applicable Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the applicable Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as appropriate, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as appropriate, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[_____]

By: _____
Title:

Form of U.S. Tax Compliance Certificate
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of January 22, 2016 (as amended, modified or supplemented from time to time, the Credit Agreement) among Athene Holding Ltd., Athene Life Re Ltd. and Athene USA Corporation, as initial borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent, the syndication agents party thereto and the documentation agents party thereto.

Pursuant to the provisions of Section 3.01 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the applicable Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the applicable Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the applicable Borrower with an IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as appropriate, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as appropriate, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the applicable Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the applicable Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[_____]

By: _____
Title:

Form of Guaranty

Please see attached.

GUARANTY

dated as of January 22, 2016

among

**ATHENE HOLDING LTD.,
ATHENE LIFE RE LTD.
and
ATHENE USA CORPORATION,
as Guarantors,**

and

**CITIBANK, N.A.,
as Administrative Agent**

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GUARANTY dated as of January 22, 2016 (as amended, restated, amended and restated, modified or supplemented from time to time, this "Agreement") among ATHENE HOLDING LTD., an exempted company incorporated under the laws of Bermuda ("AHL"), ATHENE LIFE RE LTD., an exempted company incorporated under the laws of Bermuda ("Athene Life Re"), ATHENE USA CORPORATION, an Iowa corporation ("AUSA") and, together with AHL and Athene Life Re, collectively, the "Guarantors" and, individually, a "Guarantor"), and CITIBANK, N.A., as Administrative Agent for the benefit of the Finance Parties referred to herein.

Each of AHL, Athene Life Re and AUSA is a Borrower under the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise amending, amending and restating or otherwise modifying or restructuring all or any portion of the obligations of the Borrowers under such agreement or any successor agreement, the "Credit Agreement") among AHL, Athene Life Re and AUSA, as borrowers thereunder, the banks and other lending institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), Citibank, N.A., as Administrative Agent, any syndication agents party thereto (together with their respective successor or successors in such capacity, the "Syndication Agents"), and any documentation agents party thereto (together with their respective successor or successors in such capacity, the "Documentation Agents").

The Lenders, the Administrative Agent, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to the Credit Agreement, the Syndication Agents, the Documentation Agents, and each Indemnitee and their respective successors and assigns are herein referred to individually as a "Finance Party" and collectively as the "Finance Parties".

To induce the Lenders to enter into the Credit Agreement and the other Loan Documents, and as a condition precedent to the obligations of the Lenders under the Credit Agreement, each Guarantor has agreed, jointly and severally, to provide a guaranty of all obligations of each of the other Borrowers and Guarantors under and in respect of the Credit Agreement and the other Loan Documents. References herein to a "Borrower" or "Borrowers" mean a Guarantor or Guarantors in their respective capacities as Borrowers under the Credit Agreement; and references herein to a "Guarantor" or "Guarantors" mean a Guarantor or Guarantors in their respective capacities as guarantors hereunder. As used herein, "Other Loan Parties" means, with respect to any Guarantor, any and all of the Borrowers and Guarantors other than itself.

Accordingly, each Guarantor hereby agrees with the Administrative Agent for the benefit of the Finance Parties as follows:

ARTICLE I DEFINITIONS

Section 1.01 Credit Agreement Definitions. Terms defined in the introductory statement hereof have the respective meaning set forth therein. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement shall also apply to this Agreement.

Section 1.02 Additional Defined Terms. As used in this Agreement, the following additional terms have the meanings specified below:

"Athene Insurer" has the meaning specified in Section 2.01(d).

“Athene Life Re Guarantee Amount” means (i) with respect to any Loan described in clause (i) of Section 2.01(d), 100% of the amount of the proceeds of such Loan that are directly or indirectly contributed or lent to Athene Life Re and (ii) with respect to any Loan described in clause (ii) of Section 2.01(d), an amount equal to the proceeds of such Loan that are directly or indirectly contributed or lent to an Athene Insurer multiplied by the percentage of such Athene Insurer’s Retained Insurance Liabilities that are ceded or retroceded to Athene Life Re as of the last day of the full calendar quarter immediately preceding the date of such Loan.

“Finance Obligations” means the Obligations under and as defined in the Credit Agreement.

“Guaranteed Obligations” has the meaning specified in Section 2.01(a).

“Insurance Liabilities” has the meaning specified in Section 2.01(d).

“Retained Insurance Liabilities” means the Insurance Liabilities of the applicable Athene Insurer, net of Insurance Liabilities ceded or retroceded directly or indirectly by such Athene Insurer to a party which is not a Subsidiary of AHL, in each case calculated as of the last day of the full calendar quarter immediately preceding the date of the applicable Loan.

“Solvent” means, as to a Person as of any date of determination, that on such date (i) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (ii) the present fair saleable value of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (iii) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature and (iv) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

ARTICLE II GUARANTY

Section 2.01 The Guaranty.

(a) Each Guarantor unconditionally guarantees, jointly and severally with the other Guarantors (in the case of Athene Life Re, subject to Section 2.01(d)), as a primary obligor and not merely as a surety: (x) the due and punctual payment of:

(i) all principal of, premium (if any) and interest on any Loan borrowed by any Other Loan Party under, or any Note issued by any Other Loan Party pursuant to, the Credit Agreement or any other Loan Document (including, without limitation, any interest which accrues after the commencement of (A) any voluntary or involuntary case or proceeding under any Debtor Relief Laws with respect to any Other Loan Party, (B) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or similar case or proceeding with respect to any Other Loan Party or any material portion of its respective assets, (C) any liquidation, dissolution, reorganization or winding up of any Other Loan Party whether voluntary or involuntary and whether or not involving insolvency or bankruptcy or (D) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Other Loan Party (each an “Insolvency or Liquidation Proceeding”), whether or not allowed or allowable as a claim in any such proceeding);

(ii) all fees, expenses, indemnification obligations and other amounts of whatever nature now or hereafter payable by any Other Loan Party pursuant to the Credit Agreement or any other Loan Document (including, without limitation, any amounts which accrue after the commencement of any Insolvency or Liquidation Proceeding with respect to such Other Loan Party, whether or not allowed or allowable as a claim in any such proceeding); and

(iii) all other amounts now or hereafter payable by any Other Loan Party pursuant to any Loan Document and all other obligations or liabilities now existing or hereafter arising or incurred on the part of any Other Loan Party pursuant to any Loan Document (including, without limitation, any amounts which accrue after the commencement of any Insolvency or Liquidation Proceeding with respect to such Other Loan Party, whether or not allowed or allowable as a claim in any such proceeding);

in each case together with all renewals, modifications, consolidations or extensions thereof and whether now or hereafter due, owing or incurred in any manner, whether actual or contingent, whether incurred solely or jointly with any other Person and whether as principal or surety (and including all liabilities in connection with any notes, bills or other instruments accepted by any Finance Party in connection therewith), together in each case with all renewals, modifications, consolidations or extensions thereof; and (y) the due and punctual performance of all covenants, agreements, obligations and liabilities of each Other Loan Party under or pursuant to the Loan Documents (all such monetary and other obligations referred to in clauses (x) and (y) above being herein collectively referred to as the "Guaranteed Obligations"). Notwithstanding the foregoing, to the extent that any Guarantor incurs an obligation referred to in clauses (x) and (y) above solely in its capacity as a Borrower (such obligation, a "Borrower Obligation" and such obligor, a "Borrower Obligor"), the Guaranteed Obligations of the Borrower Obligor in its capacity as a Guarantor hereunder shall not include the obligation of any other Guarantor arising from the guarantee by such other Guarantor of the Borrower Obligation of the Borrower Obligor pursuant to this Section 2.01.

(b) The books and records of the Administrative Agent showing the amount of the Guaranteed Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor and conclusive for the purpose of establishing the amount of the Guaranteed Obligations.

(c) Anything contained in this Agreement to the contrary notwithstanding, the obligations of each Guarantor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render such Guarantor's obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of such Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Guarantor (i) in respect of intercompany indebtedness to any Other Loan Party or any of its Affiliates to the extent that such indebtedness would be discharged or would be subject to a right of set-off in an amount equal to the amount paid by such Guarantor hereunder and (ii) under any guaranty of Debt subordinated in right of payment to the Guaranteed Obligations which guaranty contains a limitation as to a maximum amount similar to that set forth in this paragraph pursuant to which the liability of such Guarantor hereunder is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets of such Guarantor to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or

similar rights of such Guarantor pursuant to (i) applicable Law or (ii) any agreement providing for an equitable allocation among such Guarantor and any Other Loan Party and its Affiliates of obligations arising under guaranties by such parties (including the agreements in Article III of this Agreement). If any Guarantor's liability hereunder is limited pursuant to this paragraph to an amount that is less than the total amount of the Guaranteed Obligations, then it is understood and agreed that the portion of the Guaranteed Obligations for which such Guarantor is liable hereunder shall be the last portion of the Guaranteed Obligations to be repaid.

(d) Anything contained in this Agreement to the contrary notwithstanding, Athene Life Re shall guarantee only those Obligations of another Borrower that arise under (i) any Loan made to such other Borrower to the extent the proceeds of which are directly or indirectly contributed or lent to Athene Life Re or (ii) any Loan made to such other Borrower to the extent the proceeds of which are directly or indirectly contributed or lent to an insurance company subsidiary of AHL (each, an "Athene Insurer") that cedes or retrocedes liabilities under Policies issued or assumed by such Athene Insurer ("Insurance Liabilities") to Athene Life Re; provided, further, that in no event shall the obligations of Athene Life Re pursuant to this guarantee with respect to any Loan made to another Borrower exceed the applicable Athene Life Re Guarantee Amount.

Section 2.02 Guaranty Absolute. Each Guarantor guarantees that the Guaranteed Obligations will be paid and performed strictly in accordance with the terms of the Loan Documents, regardless of any Law now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Finance Parties with respect thereto. The obligations of each Guarantor under this Agreement are independent of the Guaranteed Obligations of the Other Loan Parties, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Agreement, irrespective of whether any action is brought against any Other Loan Party or whether any Other Loan Party is joined in any such action or actions. This Agreement is an absolute and unconditional guaranty of payment when due, and not of collection, by each Guarantor, jointly and severally with each other Guarantor (subject, in the case of Athene Life Re to Section 2.01(d)) of the Guaranteed Obligations in each and every particular. The obligations of each Guarantor hereunder are several from those of the Other Loan Parties and are primary obligations concerning which each Guarantor is the principal obligor. The Finance Parties shall not be required to mitigate damages or take any action to reduce, collect or enforce the Guaranteed Obligations.

The obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including the existence of any claim, set-off or other right which any Guarantor may have at any time against any Other Loan Party, the Administrative Agent, any Finance Party or any other Person, whether in connection herewith or any unrelated transactions.

Without limiting the generality of the foregoing, each Guarantor's liability shall extend (subject, in the case of Athene Life Re to Section 2.01(d)) to all amounts that constitute part of the Guaranteed Obligations and would be owed by any Other Loan Party to any Finance Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Other Loan Party.

Each Guarantor has irrevocably and unconditionally delivered this Agreement to the Administrative Agent, for the benefit of the Finance Parties, and the failure by any Other Loan Party or any other Person to sign this Agreement or a guaranty similar to this Agreement or otherwise shall not discharge the obligations of any Guarantor hereunder. The irrevocable and unconditional liability of each Guarantor hereunder applies whether it is jointly and severally liable for the entire amount of the Guaranteed Obligations, or only for a pro-rata portion, and without regard to any rights (or the impairment thereof) of subrogation, contribution or reimbursement that such Guarantor may now or hereafter have against any Other Loan Party or any other Person. This Agreement is and shall remain

fully enforceable against each Guarantor irrespective of any defenses that any Other Loan Party may have or assert in respect of the Guaranteed Obligations, including, without limitation, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except that a Guarantor may assert the defense of final payment in full of the Guaranteed Obligations.

Section 2.03 Payments.

(a) *Payments to be Made Upon Default.* If any Borrower or Guarantor fails to pay or perform any Guaranteed Obligation when due in accordance with its terms (whether at stated maturity, by acceleration or otherwise) or if any Default or Event of Default specified in Section 8.01(f) of the Credit Agreement occurs with respect to any Borrower or Guarantor, the Guarantors shall, promptly following demand by the Administrative Agent, pay the aggregate amount of all Guaranteed Obligations (subject, in the case of Athene Life Re, to Section 2.01(d)) to the Administrative Agent.

(b) *General Provisions as to Payments.* Each payment hereunder shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff, at the Administrative Agent's Office in Dollars and in immediately available funds. Without limiting the foregoing, each Guarantor shall make all payments hereunder in accordance with Section 2.10 of the Credit Agreement. The obligations of the Guarantors under this paragraph shall survive the payment in full of the Guaranteed Obligations and termination of this Guaranty.

(c) *Application of Payments.* All payments received by the Administrative Agent hereunder shall be applied as provided in Section 8.03 of the Credit Agreement.

Section 2.04 Discharge; Reinstatement in Certain Circumstances. Each Guarantor's obligations hereunder shall remain in full force and effect until the latest to occur of (i) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of and Insolvency or Liquidation Proceeding, whether or not a claim for such interest is, or would be, allowed in such Insolvency or Liquidation Proceeding) and premium, if any, on all Debt outstanding under the Loan Documents and termination of all commitments to lend or otherwise extend credit under the Loan Documents and (ii) payment in full in cash of all other Guaranteed Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (including legal fees and other expenses, costs or charges accruing on or after the commencement of any Insolvency or Liquidation Proceeding, whether or not a claim for such fees, expenses, costs or charges is, or would be, allowed in such Insolvency or Liquidation Proceeding but excluding unasserted contingent indemnification obligations) (the occurrence of all of the foregoing being referred to herein as "Discharge of Finance Obligations"). No payment or payments made by any Other Loan Party or any other Person or received or collected by any Finance Party from any Other Loan Party or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder, it being understood that each Guarantor shall, notwithstanding any such payment or payments, remain liable for the Guaranteed Obligations (subject, in the case of Athene Life Re, to Section 2.01(d)) until the Discharge of Finance Obligations. If at any time any payment by any Other Loan Party or any other Person of any Guaranteed Obligation is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Other Loan Party or other Person or upon or as a result of the appointment of a receiver, intervener or conservator of, or trustee or similar officer for, such Other Loan Party or other Person or any substantial part of its respective property or otherwise, each Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time. Each Guarantor party hereto agrees that payment or performance of any of the Guaranteed Obligations or other acts which toll any statute of limitations applicable to the Guaranteed Obligations shall also toll the statute of limitations applicable to each such Guarantor's liability hereunder.

Section 2.05 Waiver by the Guarantors

(a) *General Waivers.* Each Guarantor hereby waives presentment to, demand of payment from and protest to the Other Loan Parties of any of the Guaranteed Obligations, and also waives promptness, diligence, notice of acceptance of its guarantee, any other notice with respect to any of the Guaranteed Obligations and this Agreement and any requirement that the Administrative Agent or any other Finance Party protect, secure, perfect or insure any Lien or any property subject thereto. Each Guarantor further waives any right to require that resort be had by the Administrative Agent or any other Finance Party to any security held for payment of the Guaranteed Obligations or to any balance of any deposit, account or credit on the books of the Administrative Agent or any other Finance Party in favor of any Borrower, Guarantor or any other Person. Each Guarantor hereby consents and agrees to each of the following to the fullest extent permitted by Law, and agrees that such Guarantor's obligations under this Agreement shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and waives any rights (including rights to notice) which such Guarantor might otherwise have as a result of or in connection with any of the following:

(i) any renewal, extension, modification, increase, decrease, alteration or rearrangement of all or any part of the Guaranteed Obligations or any instrument executed in connection therewith, or any contract or understanding with any Other Loan Party, the Administrative Agent, any other Finance Party, or any of them, or any other Person, pertaining to the Guaranteed Obligations;

(ii) any adjustment, indulgence, forbearance or compromise that might be granted or given by the Administrative Agent or any other Finance Party to any Other Loan Party or any other Person liable on the Guaranteed Obligations; or the failure of the Administrative Agent or any other Finance Party to assert any claim or demand or to exercise any right or remedy against any Other Loan Party under the provisions of any Loan Document or otherwise; or any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any Other Loan Party under this Agreement;

(iii) the insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of any Other Loan Party or any other Person at any time liable for the payment of all or part of the Guaranteed Obligations; or any dissolution of any Other Loan Party, or any change, restructuring or termination of the corporate structure or existence of any Other Loan Party, or any sale, lease or transfer of any or all of the assets of any Other Loan Party, or any change in the shareholders, partners, or members of any Other Loan Party; or any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations;

(iv) the invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with the Guaranteed Obligations, for any reason whatsoever, including the fact that the Guaranteed Obligations, or any part thereof, exceed the amount permitted by Law, the act of creating the Guaranteed Obligations or any part thereof is *ultra vires*, the officers or representatives executing the documents or otherwise creating the Guaranteed Obligations acted in excess of their authority, the Guaranteed Obligations violate applicable usury laws, any Other Loan Party has valid defenses, claims or offsets (whether at law, in equity or by agreement) which render the

Guaranteed Obligations wholly or partially uncollectible from such Other Loan Party, the creation, performance or repayment of the Guaranteed Obligations (or the execution, delivery and performance of any document or instrument representing part of the Guaranteed Obligations or executed in connection with the Guaranteed Obligations or given to secure the repayment of the Guaranteed Obligations) is illegal, uncollectible, legally impossible or unenforceable, or the documents or instruments pertaining to the Guaranteed Obligations have been forged or otherwise are irregular or not genuine or authentic;

(v) any full or partial release of the liability of any Other Loan Party or of any other Person now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and severally, to pay, perform, guarantee or assure the payment of the Guaranteed Obligations or any part thereof, it being recognized, acknowledged and agreed by each Guarantor that such Guarantor may be required to pay the Guaranteed Obligations in full (subject, in the case of Athene Life Re, to Section 2.01(d)) without assistance or support of any other Person, and such Guarantor has not been induced to enter into this Agreement on the basis of a contemplation, belief, understanding or agreement that any party other than the Borrowers will be liable to perform the Guaranteed Obligations, or that the Finance Parties will look to any other party to perform the Guaranteed Obligations;

(vi) the taking or accepting of any other security, collateral or guarantee, or other assurance of payment, for all or any part of the Guaranteed Obligations;

(vii) the failure of the Administrative Agent, any other Finance Party or any other Person to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of such collateral, property or security;

(viii) any payment by any Other Loan Party to the Administrative Agent or any other Finance Party being held to constitute a preference under Title 11 of the United States Code or any similar Federal, foreign or state Law, or for any reason the Administrative Agent or any other Finance Party being required to refund such payment or pay such amount to any Other Loan Party or someone else;

(ix) any other action taken or omitted to be taken with respect to the Guaranteed Obligations, whether or not such action or omission prejudices any Guarantor or increases the likelihood that any Guarantor will be required to pay the Guaranteed Obligations pursuant to the terms hereof, it being the unambiguous and unequivocal intention of each Guarantor that such Guarantor shall be obligated to pay the Guaranteed Obligations (subject, in the case of Athene Life Re, to Section 2.01(d)) when due, notwithstanding any occurrence, circumstance, event, action or omission whatsoever, whether or not contemplated, and whether or not otherwise or particularly described herein, except for the full and final payment and satisfaction of the Guaranteed Obligations in cash;

(x) the fact that all or any of the Guaranteed Obligations cease to exist by operation of Law, including by way of a discharge, limitation or tolling thereof under applicable Debtor Relief Laws;

(xi) the existence of any claim, set-off or other right which any Guarantor may have at any time against any Other Loan Party, the Administrative Agent, any other Finance Party or any other Person, whether in connection herewith or any unrelated transactions; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; or

(xii) any other circumstance that might in any manner or to any extent otherwise constitute a defense available to, vary the risk of, or operate as a discharge of, such Guarantor as a matter of Law or equity other than the final payment in full of the Guaranteed Obligations.

All waivers herein contained shall be without prejudice to the right of the Administrative Agent at its option to proceed against any Borrower, any Guarantor or any other Person, whether by separate action or by joinder.

Section 2.06 Agreement to Pay; Subordination of Subrogation Claims. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Finance Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Other Loan Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent or such other Finance Party as designated thereby in cash the amount of (subject, in the case of Athene Life Re, to Section 2.01(d)) such unpaid Guaranteed Obligations. Upon payment by any Guarantor of any sums to the Administrative Agent or any other Finance Party as provided above, all rights of such Guarantor against any Other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall (including, without limitation, any rights of a Guarantor arising under Article III of this Agreement) in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all the Guaranteed Obligations and Discharge of Finance Obligations. No failure on the part of any Other Loan Party or any other Person to make any payments in respect of any subrogation, contribution, reimbursement, indemnity or similar right (or any other payments required under applicable Law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder. If any amount shall erroneously be paid to any Guarantor on account of such subrogation, contribution, reimbursement, indemnity or similar right, such amount shall be held in trust for the benefit of the Finance Parties and shall forthwith be turned over to the Administrative Agent in the exact form received by such Guarantor (duly endorsed by such Guarantor to the Administrative Agent, if required) to be credited against the payment of the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

Section 2.07 Stay of Acceleration. If acceleration of the time for payment of any amount payable by any Other Loan Party under or with respect to the Guaranteed Obligations is stayed upon the insolvency or bankruptcy of such Other Loan Party, all such amounts otherwise subject to acceleration under the terms of the Credit Agreement, any Note or any other agreement or instrument evidencing or securing the Guaranteed Obligations shall nonetheless be payable by the Guarantors hereunder, jointly and severally (but subject, in the case of Athene Life Re, to Section 2.01(d)), forthwith on demand by the Administrative Agent.

Section 2.08 No Set-Off. No act or omission of any kind or at any time on the part of any Finance Party in respect of any matter whatsoever shall in any way affect or impair the rights of the Administrative Agent or any other Finance Party to enforce any right, power or benefit under this Agreement, and no set-off, claim, reduction or diminution of any Guaranteed Obligation or any defense of any kind or nature which any Guarantor has or may have against any Other Loan Party or any Finance Party shall be available against the Administrative Agent or any other Finance Party in any suit or action brought by the Administrative Agent or any other Finance Party to enforce any right, power or benefit provided for by this Agreement other than a defense of payment in full of the Guaranteed Obligations; provided that nothing herein shall prevent the assertion by any Guarantor of any such claim by separate suit or compulsory counterclaim. Nothing in this Agreement shall be construed as a waiver by any Guarantor of any rights or claims which it may have against any Finance Party hereunder or otherwise,

but any recovery upon such rights and claims shall be had from such Finance Party separately, it being the intent of this Agreement that each Guarantor shall be unconditionally, absolutely and (subject, in the case of Athene Life Re, to Section 2.01(d)) jointly and severally obligated to perform fully all its obligations, covenants and agreements hereunder for the benefit of each Finance Party.

ARTICLE III INDEMNIFICATION, SUBROGATION AND CONTRIBUTION

Section 3.01 Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable Law (but subject to Section 2.01(d) and Section 2.06 above), each Guarantor agrees that if a payment shall be made by any other Guarantor under this Agreement, it shall indemnify such other Guarantor for the full amount of such payment and such other Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment.

Section 3.02 Contribution and Subrogation. Each Guarantor (a “Contributing Guarantor”) agrees (subject to Section 2.01(d) and Section 2.06 above) that, if a payment shall be made by any other Guarantor under this Agreement to satisfy a claim of any Finance Party and such other Guarantor (the “Claiming Guarantor”) shall not have been fully indemnified by any Guarantor as provided in Section 3.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction the numerator of which shall be the net worth of the Contributing Guarantor on the date that the obligation(s) supporting such claim were incurred under this Agreement and the denominator of which shall be the aggregate net worth of all the Guarantors on such date. Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 3.02 shall be subrogated to the rights of such Claiming Guarantor under Section 3.01 to the extent of such payment, in each case subject to the provisions of Section 2.06.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations and Warranties; Certain Agreements. Each Guarantor hereby represents, warrants and covenants (except that, in the case of clause (g) below, only AUSA hereby represents, warrants and covenants) as follows:

- (a) All representations and warranties contained in the Credit Agreement that relate to such Guarantor and this Guaranty are true and correct.
- (b) Such Guarantor agrees to comply with each of the covenants contained in the Credit Agreement that impose or purport to impose restrictions or obligations on such Guarantor.
- (c) Such Guarantor acknowledges that any default in the due observance or performance by such Guarantor of any covenant, condition or agreement contained herein may constitute an Event of Default under Section 8.01 of the Credit Agreement.
- (d) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.
- (e) Such Guarantor has, independently and without reliance upon the Administrative Agent or any other Finance Party and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Such Guarantor has

investigated fully the benefits and advantages which will be derived by it from execution of this Agreement, and the Board of Directors (or persons performing similar functions in case of a Guarantor which is not a corporation) of such Guarantor has decided that a direct or an indirect benefit will accrue to such Guarantor by reason of the execution of this Agreement.

(f) (i) This Agreement is not given with actual intent to hinder, delay or defraud any Person to which such Guarantor is or will become, on or after the date hereof, indebted; and (ii) such Guarantor has received at least a reasonably equivalent value in exchange for entering into this Agreement;

(g) (i) AUSA is Solvent on the date hereof and will not cease to be Solvent as a result of entering into this Agreement; (ii) AUSA as of such date is not engaged in a business or transaction, nor is it about to engage in a business or transaction, for which any property remaining with AUSA constitutes an unreasonably small amount of capital; and (iii) AUSA as of such date does not intend to incur debts that will be beyond AUSA's ability to pay as such debts mature.

Section 4.02 Information. Each of the Guarantors assumes full responsibility for being and keeping itself informed of the financial condition and assets of the Other Loan Parties and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Administrative Agent or any other Finance Party will have any duty to advise any of the Guarantors of information known to it or any of them regarding such circumstances or risks.

Section 4.03 Subordination by Guarantors. In addition to the terms of subordination provided for under Section 2.06, each Guarantor hereby subordinates in right of payment all indebtedness of any and all of the Other Loan Parties owing to it, whether originally contracted with such Guarantor or acquired by such Guarantor by assignment, transfer or otherwise, whether now owed or hereafter arising, whether for principal, interest, fees, expenses or otherwise, together with all renewals, extensions, increases or rearrangements thereof, to the prior indefeasible payment in full in cash of the Guaranteed Obligations, whether now owed or hereafter arising, whether for principal, interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), fees, expenses or otherwise, together with all renewals, extensions, increases or rearrangements thereof. Notwithstanding the foregoing, until such time as the Administrative Agent shall have exercised any remedy pursuant to Section 8.02 of the Credit Agreement (or the principal amount of the Loans shall have become automatically due and payable pursuant to the proviso thereof), the Guarantors shall be permitted to make payments on any such indebtedness so long as such indebtedness is otherwise permitted pursuant to the Credit Agreement.

ARTICLE V SET-OFF

Section 5.01 Right of Set-Off. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence of any Event of Default under the Credit Agreement, each Finance Party (and each of its Affiliates) is authorized at any time and from time to time, without presentment, demand, protest or other notice of any kind (all of such rights being hereby expressly waived), to set off and to appropriate and apply any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness at any time held or owing by such Finance Party (including, without limitation, branches, agencies or Affiliates of such Finance Party wherever located) to or for the credit or account of any Guarantor against obligations and liabilities of such Guarantor then due to the Finance Parties hereunder or under the other Loan Documents, and any such set-off shall be deemed to have been made immediately upon the occurrence of

an Event of Default even though such charge is made or entered on the books of such Finance Party subsequent thereto. Each Guarantor hereby agrees that to the extent permitted by law any Person purchasing a participation in a Loan or a Note whether or not acquired pursuant to the arrangements provided for in Section 10.06 of the Credit Agreement, may exercise all rights of set-off with respect to its participation interest as fully as if such Person were a Finance Party.

ARTICLE VI MISCELLANEOUS

Section 6.01 Notices.

(a) *Notices Generally.* Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile transmission) and mailed, faxed or delivered, to the address, facsimile number or (subject to paragraph (b) below) electronic mail address specified for notices: (i) in the case of any Guarantor, as specified for such Person in or pursuant to Section 10.02 of the Credit Agreement; (ii) in the case of the Administrative Agent or any Lender, as specified in or pursuant to Section 10.02 of the Credit Agreement; or (iii) in the case of any party, at such other address as shall be designated by such party in a notice to the Administrative Agent and each other party hereto. Notices and other communications hereunder sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

(b) *Electronic Communications.* Notices and other communications to the Finance Parties hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Finance Party if such Finance Party has notified the Administrative Agent that it is incapable of receiving notices by electronic communication. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Section 6.02 Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided that none of the Guarantors may assign or transfer any of its interests and obligations without prior written consent of the Administrative Agent (and any such purported assignment or transfer without such consent shall be void). Upon the assignment by the Administrative Agent or any Finance Party of all or any portion of its rights and obligations under the Credit Agreement (including all or any portion of its Commitments and the Loans owing to it) or any other Loan Document to any other Person permitted under the Credit Agreement, such other Person shall thereupon become vested with all the benefits in respect thereof granted to such transferor or assignor herein or otherwise.

Section 6.03 No Waivers; Non-Exclusive Remedies. No failure or delay on the part of the Administrative Agent or any other Finance Party to exercise, no course of dealing with respect to, and no delay in exercising any right, power or privilege under this Agreement or any other Loan Document, or other document or agreement contemplated hereby or thereby shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein and in the other Loan Documents are cumulative and are not exclusive of any other rights or remedies provided by Law.

Section 6.04 Enforcement. The Finance Parties agree that this Agreement may be enforced only by the action of the Administrative Agent (acting upon the instructions of the Required Lenders if required under the Loan Documents) and that no other Finance Party shall have any right individually to seek to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent for the benefit of the Finance Parties upon the terms of this Agreement; provided, however, that the foregoing shall not prohibit (i) any Lender from exercising setoff rights in accordance with Section 5.01 or (ii) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to the Guarantors under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then in addition to the matters set forth in the preceding proviso and subject to the Credit Agreement, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 6.05 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by each Guarantor directly affected by such amendment or waiver (it being understood that the addition or release of any Guarantor hereunder shall not constitute an amendment or waiver affecting any Guarantor other than the Guarantor so added or released) and the Administrative Agent (with the consent of the Required Lenders or, to the extent required by Section 10.01 of the Credit Agreement, such other portion of the Lenders as may be specified therein).

Section 6.06 Governing Law; Submission to Jurisdiction.

(a) GOVERNING LAW. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. (i) EACH OF THE GUARANTORS IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY FINANCE PARTY OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE OTHER PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. (ii) EACH OF THE PARTIES HERETO (OTHER THAN THE GUARANTORS) IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OF THE GUARANTORS IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN (x) THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF OR (y) THE COURTS OF THE JURISDICTION

OF INCORPORATION OR FORMATION OF THE APPLICABLE GUARANTOR AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE GUARANTORS IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. (iii) EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING REFERRED TO IN THIS PARAGRAPH (b) SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) WAIVER OF VENUE. (i) EACH OF THE PARTIES HERETO (OTHER THAN THE GUARANTORS) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b)(i) OF THIS SECTION. EACH OF THE PARTIES HERETO (OTHER THAN THE GUARANTORS) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. (ii) EACH OF THE GUARANTORS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b)(ii) OF THIS SECTION. EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) Appointment of Process Agent. Each Guarantor hereby irrevocably appoints Corporation Service Company as its authorized agent to accept and acknowledge service of any and all process which may be served in any suit, action or proceeding of the nature referred to in this Section 6.06 and consents to process being served in any such suit, action or proceeding upon Corporation Service Company in any manner or by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Guarantor's address referred to in Section 6.01, as the case may be. Each of the Guarantors agrees that such service (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by Law, be taken and held to be valid personal service upon and personal delivery to it. Nothing in this Section 6.06(c) shall affect the right of any Finance Party to serve process in any manner permitted by Law or limit the right of any Finance Party to bring proceedings against any Guarantor in the courts of any jurisdiction or jurisdictions.

Section 6.07 Limitation of Law; Severability.

(a) All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of Law, and all of the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of Law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable Law.

(b) If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by Law: (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Administrative Agent and the other Finance Parties in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

Section 6.08 Counterparts; Integration; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof. This Agreement shall become effective with respect to each Guarantor when the Administrative Agent shall have received counterparts hereof signed by itself and such Guarantor. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of an original executed counterpart of this Agreement.

Section 6.09 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.10 Termination. This Agreement shall terminate and have no further force or effect upon the Discharge of Finance Obligations.

Section 6.11 Conflict. To the extent that there is a conflict or inconsistency between any provision hereof, on the one hand, and any provision of the Credit Agreement, on the other hand, the Credit Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, each Guarantor hereto has caused this Agreement to be duly executed as of the date first above written.

ATHENE HOLDING LTD.

By: /s/ Zachary E. Jones
Name: Zachary E. Jones
Title: Senior Vice President, Chief Accounting Officer

ATHENE LIFE RE LTD.

By: /s/ Frank L. Gillis
Name: Frank L. Gillis
Title: Chief Executive Officer

ATHENE USA CORPORATION

By: /s/ Guy Hudson Smith, III
Name: Guy Hudson Smith, III
Title: President

[Signature Page to Guaranty]

Agreed to and Accepted:

CITIBANK, N.A., as Administrative Agent and a Lender.

By: /s/ Maureen P. Maroney

Name: Maureen P. Maroney

Title: Vice President

[Signature Page to Guaranty]

FOURTH AMENDED AND RESTATED FEE AGREEMENT

This Fourth Amended and Restated Fee Agreement (this "Agreement"), effective as of August 31, 2016, amends and restates that certain Third Amended and Restated Fee Agreement between Athene Asset Management, L.P. ("AAM") and Athene Holding Ltd. ("AHL"), dated October 1, 2015 (the "Prior Agreement").

WHEREAS, AHL and certain current or future direct or indirect subsidiaries of AHL (the "Subsidiaries") (or their reinsurance counterparties) have entered into, will enter into or desire to enter into investment management agreements with AAM pursuant to which Subsidiaries pay AAM management fees and agree to indemnify AAM in certain circumstances;

WHEREAS, AAM and sub-advisers (each, a "Sub-Adviser") have entered into, will enter into or desire to enter into sub-advisory arrangements with respect to the foregoing investment management agreements pursuant to which AAM will pay such Sub-Advisers management fees and indemnify such Sub-Advisers in certain circumstances;

WHEREAS, AAM and the Subsidiaries (including their reinsurance counterparties) have entered into, will enter into or desire to enter into shared service and cost reimbursement arrangements pursuant to which Subsidiaries reimburse AAM (or AAM reimburses AHL or its Subsidiaries) for its expenses relating to such shared services and other costs incurred; and

WHEREAS, AHL and AAM desire to provide for consistent fees, shared service and cost reimbursement arrangements and a consistent standard of care and indemnity on an enterprise-wide basis across AHL and the Subsidiaries (including their reinsurance counterparties, but not including any AGER Entity), in each case on terms AAM and AHL have determined to be consistent with commercial standards.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions.

a. "Accounts" means all investment accounts of or relating to AHL and the Subsidiaries, whether or not managed by AAM, including, without limitation, surplus accounts and funds withheld accounts, modified coinsurance accounts and reinsurance trusts supporting reinsurance agreements entered into by AHL or the Subsidiaries, provided, however, "Accounts" shall not include investment accounts of any AGER Entity.

b. "AGER Entity" means any of AGER Bermuda Ltd. ("AGER") or its direct or indirect subsidiaries (other than any subsidiary organized in the United States or Bermuda).

c. "AGER Funding Agreement" means a Funding Agreement issued to an AGER Entity by a subsidiary of AHL that is a client of AAM ("AHL Sub Client"), provided, that the assets backing such Funding Agreement are all managed by, and subject to fees payable to, AAM hereunder and/or under the applicable investment management agreement between AAM and such AHL Sub Client.

d. "AHL IM Fees" means (a) for those Accounts with respect to which a management fee is not payable to AAM during or with respect to such month, if any, a monthly fee equal to one-twelfth of 0.40% of the aggregate market values (determined as of the end of such month) of the assets in such Accounts and (b) for those Accounts with respect to which a management fee is

payable to AAM during or with respect to such month, if any, a monthly fee equal to one-twelfth of 0.40% of the aggregate market values (determined as of the end of such month) of the assets in such Accounts less any management fee the applicable Accounts are obligated to pay to AAM during or with respect to such month; provided, that for the ALIC Accounts with respect to which a management fee is payable to AAM during or with respect to such month, if any, the monthly fee shall equal the ALIC Fees less any management fee the ALIC Accounts are obligated to pay to AAM during or with respect to such month.

e. "ALIC" means Athene Life Insurance Company, an AHL Subsidiary.

f. "ALIC Accounts" means all investment accounts with respect to the ALIC IMA.

g. "ALIC Fees" means the Management Fee set forth in the ALIC IMA.

h. "ALIC IMA" means that certain Amended and Restated Investment Management Agreement, by and between AAM and ALIC, dated November 5, 2012, as amended, restated or supplemented from time to time.

i. "FA Rebate Amount" means, with respect to any AGER Funding Agreement, an amount, determined by AAM as of the end of each month with respect to such month, equal to the product of (a) the FA Value as of the end of such month and (b) one-twelfth of 0.10%.

j. "FA Value" means, as of any date of determination with respect to any AGER Funding Agreement, the outstanding deposit amount thereunder provided, that to the extent that such Funding Agreement is issued in a currency other than U.S. Dollars, the outstanding deposit amount of such Funding Agreement shall be converted to U.S. Dollars will be converted to U.S. Dollars by AAM using the mid-spot rate applicable to such currency exchanges reported by Bloomberg as the of the end of the last business day of the applicable month or reported by such other source as reasonably determined by AAM if Bloomberg is not available. For purposes of determining the applicable FA Rebate Amount, the FA Value of an AGER Funding Agreement will be increased (or decreased) by positive (or negative) Applicable Quarterly Net Investment Margin beginning on the first day of the first full fiscal quarter after such AGER Funding Agreement was issued and on the first day of each fiscal quarter thereafter. As used herein, the "Applicable Net Investment Margin" shall mean the investment margin on deferred annuities determined in accordance with GAAP and published by AHL in its then most recent annual report filed with the SEC (or such other audited source as may be agreed by the parties), and the "Applicable Quarterly Net Investment Margin" shall be the Applicable Net Investment Margin divided by 4. Notwithstanding the foregoing, when the outstanding deposit amount under any AGER Funding Agreement has been reduced to zero, the FA Rebate Amount with respect to such AGER Funding Agreement shall be zero and the FA Value of such AGER Funding Agreement shall be zero.

k. "Funding Agreement" means a financial contract issued by an insurance company and identified as a Guaranteed Interest Contract on the applicable insurance company's financial statements, which contract generally provides for the accumulation of funds at guaranteed rates for a specified time period with repayment to the holder thereof in lump sum or installments. For the avoidance of doubt, "Funding Agreement" does not include annuity contracts or contracts that provide for payments to or by the insurer based on the occurrence of a contingency, including without limitation, a mortality or morbidity contingency.

l. “Other Service Agreement” means an agreement entered into between AAM and AHL or a Subsidiary pursuant which AAM will allocate to AHL or such Subsidiary a portion of the Other Service Compensation paid by AAM. For purposes of the definition of “Unpaid Other Service Compensation”, an Other Service Agreement means an agreement pursuant to which AAM would be compensated by AHL or the applicable Subsidiary for Other Service Compensation paid by AAM in respect of the services provided by employees of AAM to AHL Subsidiaries or paid in respect of shared employees, if such services were being performed under an agreement substantially similar to an Other Service Agreement entered into between AAM and any other AHL Subsidiary.

m. “Other Service Compensation” means (A) employee and consulting compensation and related benefits and expenses, including payroll taxes, paid by AAM and (B) AAM’s expenses relating to agreements or arrangements with third parties for the provision of services, products and/or equipment to AAM and/or AHL and its Subsidiaries which will be shared with or passed through by AAM to AHL or the Subsidiaries, as the case may be. With respect to (A), such compensation, benefits, expenses and taxes shall be allocated by AAM to AHL or the applicable Subsidiary based on reasonable allocations of employees’ time performing services for such Subsidiary, with such allocations made by AAM at cost without markup. With respect to (B), expenses are allocated by AAM to AHL or the applicable Subsidiary based on reasonable estimates of usage by AHL and/or such Subsidiaries, with such allocations at cost without markup.

n. “Unpaid Other Service Compensation” means any amount or amounts (i) payable to AAM pursuant to any Other Service Agreement or (ii) which would have been payable to AAM if an Other Service Agreement had been entered into between AAM and the applicable Subsidiary, in each case, where such Subsidiary cannot pay or has not paid, for any reason, such amount or amounts on its own behalf.

2. Fees. AHL shall pay, in accordance with Section 6 of this Agreement, the AHL IM Fees each month. For the avoidance of doubt, no AHL IM Fees or other compensation shall be payable by AHL or any Subsidiary with respect to an AGER Entity.

3. AHL IM Fee Rebates.

a. Subject to the terms and conditions below, AAM shall rebate or discount (including, if applicable, below zero), without duplication, AHL IM Fees paid or payable by AHL to AAM as follows:

i. For monthly invoicing periods ended after the date hereof and for each calendar month-end thereafter, an amount equal to the aggregate FA Rebate Amounts as of such calendar month-end; and

ii. As of the date hereof, AAM shall pay to AHL \$115,871.92 as a rebate of fees.

b. AHL shall provide (or cause to be provided) to AAM such information as may be reasonably requested by AAM to assist in the determination of the FA Rebate Amount, including, without limitation:

i. Promptly upon execution of an AGER Funding Agreement, a report detailing the outstanding principal balance of such funding agreement, its date of issue and its maturity date (or payment dates if not a bullet);

ii. If an AGER Funding Agreement is denominated in a currency other than U.S. Dollars, AHL shall provide written notice (which may be in the form of an electronic mail) to AAM promptly after the end of each calendar month of the mid-spot rate applicable to such currency exchanges reported by Bloomberg as of the end of the last business day of the applicable month;

iii. Promptly after each anniversary of the effectiveness of an AGER Funding Agreement, AHL shall provide to AAM written notice of the Applicable Net Investment Margin for the prior 12 months with respect to such AHL Sub-Client with reasonable detail of the calculation thereof; and

iv. On a monthly basis, a report detailing the outstanding balance of each AGER Funding Agreement (with reasonable detail of its calculation thereof) as of the prior month end then subject to an FA Rebate Amount and the AHL Client Issuer thereof, the date of issue of any such funding agreement and such funding agreement's maturity date (or its payment dates, if not a bullet).

For the avoidance of doubt, AAM shall not be required to provide any rebate unless and until the information required by AAM hereunder has been provided to AAM. To the extent that AAM or AHL, acting in good faith, disagree on the information contained in any of the foregoing reports or in respect of the amounts of any rebate provided under Section 3, the parties agree to negotiate a resolution to such disagreement in good faith.

4. Valuation.

a. Except as provided in clause (b) below, AAM shall be responsible for determining the value of the Accounts as of each month-end and AAM will deliver any such valuations to AHL upon request. The parties agree to negotiate in good faith as to any disputes about the valuation of assets in any of the Accounts for purposes of determining the fees accruing hereunder.

b. Upon written notice to AAM from AHL and, receipt of appropriate consents and approvals by AAM and AHL to do so, and until the parties otherwise agree in writing, AHL (or one of its subsidiaries) (and not AAM) shall be responsible for determining the value of the Accounts in accordance with AHL's valuation policies and procedures (from time to time in effect), which policies shall have been provided and be reasonably acceptable to AAM. AHL agrees to provide valuations on the Accounts no less often than on a monthly basis. The parties further agree to negotiate in good faith as to any disputes regarding valuation of the assets in the account or any methodologies used by AHL to value the assets for purposes of determining fees accruing hereunder or in connection with any Account.

5. Sub-Adviser Fees: Unpaid Other Service Compensation. In addition to the other payment obligations contained herein: (a) to the extent that AAM has paid or is obligated to pay fees or expenses to any Sub-Adviser in respect of any Account, AHL shall pay on behalf of AAM, or reimburse AAM for, such Sub-Adviser fees and expenses (for the avoidance of doubt, without duplication for any fees which have already been paid by or on behalf of any such Account); and (b) AHL shall pay to AAM any Unpaid Other Service Compensation. This Section 5 shall not apply to any fees with respect to Accounts of an AGER Entity.

6. Payments. Any amount payable by a party hereto (the "Paying Party") hereunder (including payments made under Section 5) will be paid to the other party within 10 Business Days following receipt by the Paying Party of an invoice for such amount, detailing the calculation of such amount.

7. Indemnification.

a. The parties agree that the provisions set forth in Section 7(b) (the "Standard Indemnity") constitute the commercial standard of care and indemnification provisions that are intended to govern the relationship between AAM and the applicable owner of each Account. The parties also recognize that, for various reasons, the applicable investment management agreement ("Applicable IMA") between AAM and the owner of any given Account may contain a standard of care and/or indemnification provision that deviates from the Standard Indemnity. In the event that AAM is liable to the owner of any Account for any Loss, or fails to receive indemnification from the owner of such Account for any Loss, in each case, in a manner where AAM would not have been liable for such Loss or would have received indemnification for such Loss if the Applicable IMA included the Standard Indemnity, it is the intent of the parties that AHL will indemnify and hold harmless AAM for such Loss.

b. To the fullest extent permitted by applicable law, AHL shall hold harmless and indemnify AAM, its officers, directors, principals, employees, agents or nominees (each, an "Investment Manager Party") from and against any and all losses (including, without limitation, (i) any payments made by an Investment Manager Party to the owner of an Account and (ii) any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages paid by an Investment Manager Party, even if such damages are paid to the owner of an Account and even if such Investment Manager Party is advised of the possibility or likelihood of the same), damages, claims, costs, actions, liabilities, suits, proceedings, settlements or expenses including, without limitation, any liabilities imposed or sought to be imposed on or claims asserted against such Investment Manager Party (including, in each case, reasonable attorney's fees and disbursements) (each a "Loss"), which an Investment Manager Party may incur or suffer arising out of or in connection with the performance of its obligations under this Agreement or the Applicable IMA; provided, however, that this indemnity shall not apply to any Loss to the extent caused by AAM's gross negligence, willful misconduct, fraud, or, at any time that any assets of any Account constitute "plan assets" subject to ERISA, breach of fiduciary duty under ERISA, in respect of its obligations and duties under this Agreement or the Applicable IMA with respect to any Account (in each case, as determined by a court of competent jurisdiction in a final non-appealable judgment); provided, further, that any amounts payable to an Investment Manager Party under this Section 7 shall be offset by any amounts actually paid to such Investment Manager Party with respect to such Loss by the owner of the applicable Account to the extent that such payment would be duplicative of payments made hereunder. The foregoing indemnity is in addition to, and shall not constitute a waiver or limitation of any rights which an Investment Manager Party may have under, applicable law or any other agreement. For purposes of this Section 7(b), references to AAM include each Sub-Adviser that is an affiliate of AAM.

c. The parties understand that certain United States federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that any party may have under those laws.

8. Governing Law. To the extent consistent with any mandatorily applicable federal law, this Agreement shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law thereof that would permit or require the application of the law of another jurisdiction and are not mandatorily applicable by law.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement; provided, that unpaid accrued payment obligations arising under any prior version of this Agreement shall not be affected by this Agreement. There are no understandings between the parties with respect to the subject matter of this Agreement other than as expressed herein or as set forth in that certain Investment Management Agreement, dated as of October 31, 2012, by and between AAM and AHL.

10. Counterparts; Amendment. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be modified or amended, except by an instrument in writing signed by the party to be bound or as may otherwise be provided for herein.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its general partner

By: /s/ James R. Belardi

Name: James R. Belardi

Title: Chief Executive Officer

ATHENE HOLDING LTD.

By: /s/ Zachary Jones

Name: Zachary Jones

Title: SVP, CFO, International

APPLICABLE 2016 LIABILITY FEE DISCOUNT

APPLICABLE 2016 LIABILITY FEE DISCOUNT, effective as of September 30, 2016 (this "Discount"), to the Fourth Amended and Restated Fee Agreement between Athene Asset Management, L.P. ("AAM") and Athene Holding Ltd. ("AHL" and, together with its subsidiaries other than AGER Bermuda Holding Ltd. and its subsidiaries, "Athene") (as it may be amended, restated or amended and restated, the "Fee Agreement").

WHEREAS, AAM and AHL are parties to the Fee Agreement, pursuant to which, among other things, AHL pays certain fees to AAM;

WHEREAS, in order to support profitable growth for AHL, AAM desires to discount/rebate certain fees due by AHL under the Fee Agreement; and

WHEREAS, investment accounts of Athene managed by AAM and accounts of third party insurance companies relating to reinsurance arrangements between such insurance companies and an Athene entity (and for which account an Athene entity bears economic risk) are collectively referred to herein as the "Athene-Related Accounts".

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, AAM hereby agrees as follows:

1. Defined Terms. Unless otherwise noted herein, terms defined in the Fee Agreement and used herein shall have the meanings given to them in the Fee Agreement.

a. "Applicable 2016 Liabilities" means the total dollar amount of liabilities for all annuities, funding agreements, pension risk transfer and other insurance liabilities sourced by Athene, whether directly, through reinsurance or otherwise (but excluding liabilities obtained through block reinsurance or the acquisition of an entity; and also excluding liabilities obtained in connection with a pension risk transfer transaction if such risk transfer transaction is mutually agreed to be subject to this exclusion after the date hereof by the parties hereto), during 2016 in excess of \$5.1 billion; provided that the reserves backing such liabilities are, as of the applicable date of invoice of AAM fees under the Fee Agreement, in an Athene-Related Account.

b. "Applicable 2016 Liability Fee Discount Amount" means with respect to fees payable to AAM under the Fee Agreement as of:

(a) December 31, 2016, the sum of the amounts calculated with respect to each individual calendar month that occurs after (and including) the calendar month during which the Applicable 2016 Liabilities have come into existence (i.e., the Applicable 2016 Liabilities is a positive amount), as follows:

for each such calendar month, an amount equal to the product of (i) 0.40% multiplied by (ii) the Incremental Applicable 2016 Liabilities Value for such calendar month multiplied by (iii) a fraction, the numerator of which is the number of calendar months in 2016 that occur after (and including) such calendar month, and the denominator is twelve;¹

¹ For illustrative purposes only, an example of how the calculation is intended to work is attached as Annex 1.

(b) each calendar quarter during 2017, an amount equal to the product of (i) the Current Applicable 2016 Liabilities Value as of the end of such calendar quarter and (ii) 0.20% divided by four; and

(c) each calendar quarter thereafter, an amount equal to the product of (i) the Current Applicable 2016 Liabilities Value as of the end of such calendar quarter and (ii) 0.075% divided by four.

c. "Current Applicable 2016 Liabilities Value" means as of the end of each calendar quarter after December 31, 2016, the Initial Applicable 2016 Liabilities Value less the Run-Off Amount for such calendar quarter; provided that the reserves backing such liabilities are, as of the applicable date of invoice of AAM fees under the Fee Agreement, in an Athene-Related Account.

d. "Discount Schedule" means a schedule in the format set forth on Schedule 1 hereto, which schedule will set forth the Applicable 2016 Liability Fee Discount Amount (or a methodology for calculating it) for each calendar quarter listed therein which schedule shall be mutually agreed to by the parties hereto (which the parties will endeavor to do no later than February 28, 2017).

e. "Incremental Applicable 2016 Liabilities Value" means, with respect to any calendar month prior to January 2017, the Applicable 2016 Liabilities Value calculated as of the end of such month less the Applicable 2016 Liabilities Value calculated as of the end of the immediately prior month (if any) as reasonably determined by AHL and its subsidiaries in accordance with their customary actuarial and accounting processes, and mutually agreed to by the parties hereto (which the parties will endeavor to do no later than February 28, 2017).

f. "Initial Applicable 2016 Liabilities Value" means the Applicable 2016 Liabilities reasonably determined by AHL and its subsidiaries in accordance with their customary actuarial and accounting processes, and mutually agreed to by the parties hereto (which the parties will endeavor to do no later than February 28, 2017).

g. "Run-Off Amount" means, with respect to any calendar quarter, the weighted average projected run-off of the Applicable 2016 Liabilities for such calendar quarter, including the cumulative run-off through the applicable calendar quarter, as mutually agreed to by the parties hereto (as to method of calculation and/or amount) (which the parties will endeavor to do no later than February 28, 2017).

2. Discount of Fees. AAM hereby agrees that, in addition to other discounts and rebates that AAM has agreed to give to AHL in respect of such fees, it shall discount fees payable by AHL pursuant to Section 2 of the Fee Agreement for each applicable calendar quarter by the Applicable 2016 Liability Fee Discount Amount, as set forth on (or as determined in accordance with) the Discount Schedule.

3. Governing Law. To the extent consistent with any mandatorily applicable federal law, this Discount shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law thereof that would permit or require the application of the law of another jurisdiction and are not mandatorily applicable by law.

* * * * *

IN WITNESS WHEREOF, AAM has caused this Discount to be executed by its duly authorized officer as of the date first written above.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its general partner

By: /s/ James R. Belardi

Name: James R. Belardi

Title: Chief Executive Officer

ACKNOWLEDGED

ATHENE HOLDING LTD.

By: /s/ Zachary Jones

Name: Zachary Jones

Title: SVP, CFO, International

Schedule 1

Discount Schedule

Quarter Ended	Applicable 2016 Liability Fee Discount Amount
December 31, 2016	\$[•]
March 31, 2017	\$[•]
June 30, 2017	\$[•]
September 30, 2017	\$[•]
December 31, 2017	\$[•]
March 31, 2018	\$[•]
June 30, 2018	\$[•]
September 30, 2018	\$[•]
December 31, 2018	\$[•]
[etc.]	

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is entered into by and between Apollo Asset Management Europe LLP, a limited liability partnership incorporated in England with registered number OC399402 (“**AAME**”), Apollo Management International LLP, a limited liability partnership incorporated in England with registered number OC316197 (“**AMI**”), and Athene Deutschland Holding GmbH & Co. KG, a German limited partnership with a limited liability company as general partner (*Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft*) (the “**Client**”) on this 1 day of March 2016.

WHEREAS:

(A) The Client has entered into (i) an investment management agreement dated 29 June 2015 with Athene Lebensversicherung AG (“**ALV**”), a German company limited by shares (*Aktiengesellschaft*), pursuant to which ALV has outsourced to the Client the management of ALV’s assets with regard to portfolio management and related asset accounting (the “**ALV IMA**”), (ii) an investment management agreement dated 29 June 2015 with Athene Pensionskasse AG (“**APK**”), a German company limited by shares (*Aktiengesellschaft*), pursuant to which APK has outsourced to the Client the management of APK’s assets with regard to portfolio management and related asset accounting (the “**APK IMA**”), and (iii) an investment management agreement dated 29 June 2015 with Athene Deutschland GmbH (“**AD**”) and, together with ALV and APK, the “**Companies**”), a German limited liability company (*Gesellschaft mit beschränkter Haftung*), pursuant to which AD has outsourced to the Client the management of AD’s assets with regard to portfolio management and related asset accounting (together with the ALV IMA and the APK IMA, the “**IMAs**”);

(B) The Client, AAME and AMI entered into a services agreement dated 1 February 2016 which automatically terminated on 29 February 2016. It is intended that such agreement be superseded in its entirety by this Agreement;

(C) Apollo Global Management, LLC (“**Apollo**”) has created a business segment, of which the Adviser (as defined below), which is 100% indirectly controlled by Apollo, forms a part, to centralise resources and expertise and provide asset management or advisory services as well as origination services to its clients;

(D) The Client is interested in benefitting from the resources and expertise of such business segment and wishes to appoint the Adviser as a sub-advisor to provide certain services to the Client on the terms of this Agreement in respect of the Assets set forth in Annex A (the “**Assets**”), which are managed by the Client under the investment management agreements mentioned under recital (A) above, and the Adviser wishes to accept such appointment;

(E) AMI is authorized and regulated by the UK Financial Conduct Authority (“**FCA**”) with firm reference number 452877;

(F) AAME has been appointed as AMI’s appointed representative in accordance with section 39 of the UK Financial Services and Markets Act 2000 (“**FSMA**”);

(G) AAME intends to apply to the FCA to become an authorized person under the FSMA and upon such authorization may decide to become the sole provider of the services under this Agreement; and

(H) In this Agreement, the term “**Adviser**” has the meaning given to it in Annex E.

In consideration of the mutual covenants herein, the Client and the Adviser agree as follows:

1. General.

(a) The Client wishes the Adviser to provide services as set out in Annex B with respect to the Assets pursuant to this Agreement (the “**Services**”).

(b) The Assets shall be held at all times by ALV, APK or AD, as applicable, or their respective duly appointed custodian(s) or sub-custodian(s) (each, a “**Custodian**”). The Adviser shall not be responsible for the provision of any safe custody or settlement services in respect of the Assets or documents of title or certificates evidencing title thereto and the Adviser will not hold client money (within the meaning of the FCA Rules (as defined below)) or Investments (as defined below) or other assets of the Client or the Companies. The selection and appointment of any Custodian shall be the sole responsibility of the Client and/or the Companies. The Client and/or the Companies shall be solely responsible for the selection and use of any bank or other entity with which cash is deposited. Notwithstanding anything in this Agreement to the contrary, neither the Adviser nor any of its affiliates (other than the Client) shall have any liability to the Custodian.

2. Services.

(a) The Client retains the Adviser to render the Services. The Client retains full discretion as to all investments or other decisions, including, but not limited to, authority to buy, hold for investment, own, assign, transfer, sell (long or short), exchange, lend, pledge, deliver and otherwise deal in financial instruments (“**Investments**”), and to exercise in the Client’s discretion all voting and other rights, powers, privileges and other incidents of ownership with respect to Investments. In connection therewith, the Adviser may recommend to the Client one or more brokers, dealers or other intermediaries or trading venues (including, where permitted under applicable law, affiliates of the Adviser) to effect transactions in relation to the Investments for the Client.

(b) In particular, the Adviser shall be responsible for making recommendations for the investment, reinvestment and divestment of the Assets. The Client shall determine in its sole discretion whether to act or decline to act on such recommendations. The Adviser has no power, authority or discretion to make any investment or other decision on behalf of the Client, or to bind the Client, and unless expressly stated otherwise, nothing in this Agreement shall constitute the Adviser as the agent of the Client. All decisions in respect of the acquisition, holding, monitoring and realization of Investments and the exercise of any voting rights attaching thereto shall be made by the Client, who shall not be bound to act in accordance with any recommendation made by the Adviser.

(c) The Client hereby constitutes and appoints the Adviser as the Client's agent with full power and authority for the Client and on the Client's behalf to buy, sell and otherwise deal in investments and contracts as instructed on a case by case basis by the Client. The Client further grants, on a case by case basis subject to instructions by the Client, to the Adviser as the Client's agent full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing powers as fully as the Client might or could do and to execute and deliver all necessary or appropriate documents and instruments as agent for and on behalf of the Client with respect to the investments and contracts as instructed on a case by case basis by the Client in order for the Adviser to provide the Services to the Client under this Agreement.

(d) The Client agrees to provide (or cause to be provided) to the Adviser all information required in order for the Adviser to render the Services under this Agreement, and the Adviser shall be entitled to assume that any information or instructions communicated to it by the persons identified by the Client in Annex F (as updated and communicated to the Adviser from time to time) are accurate and complete and properly authorized by the Client, and that in making investment recommendations to, or dealing in investments and contracts on behalf of, the Client, the Adviser shall be entitled to rely on such information.

(e) The Adviser may utilize the resources of certain entities which are affiliates of, or under common control with, the Adviser in connection with its performance of the Services pursuant to this Agreement and may, without the consent of the Client, delegate, pursuant to a sub-advisory agreement or otherwise, any of the rights, powers, duties or obligations of the Adviser hereunder to any such person (each a "**Sub-Adviser**") subject to adherence with applicable laws and regulations, and provided that (i) all costs and expenses of any such Sub-Adviser(s) for Services under this Agreement shall (unless otherwise agreed to in writing by the Client) be the sole responsibility of the Adviser, provided, however that this sub-clause (i) shall be without prejudice to any costs and expenses set forth in sub-advisory agreements to be agreed by the Adviser and the Client; and (ii) the Adviser shall remain responsible to the Client for the provision of the Services in accordance with this Agreement. The Adviser may share any relevant information which it receives pursuant to this Agreement (except for customer personal data (if any) described in Section 11(b) below) with its Sub-Adviser(s) and its and their affiliates, provided that such Sub-Adviser(s) are subject to confidentiality restrictions substantially the same as the confidentiality provisions of this Agreement.

(f) The Services which the Adviser provides to the Client are not an exclusive arrangement. The Adviser may provide similar Services to others (including unaffiliated third parties) and undertake other business activities and may retain any benefit received for so doing.

3. Order Execution.

(a) Where the Adviser receives and transmits or places orders on behalf of the Client with other entities for execution, it will comply with its execution policy as amended from time to time (the "**Order Execution Policy**"), a summary of which has been provided to the Client separately or may be notified to the Client from time to time, and a complete version of which will be made available to the Client upon request. The Client agrees to the terms of the Order Execution Policy and further agrees that the Adviser may execute the Client's orders outside of a regulated market or a multilateral trading facility (each as defined under the FCA Rules). Where specific instructions are given by the Client, the Adviser need not comply with its Order Execution Policy to the extent of those instructions and will instead execute orders in compliance with the Client's instructions. The Client instructs the Adviser not to make public client limit orders (as defined in the FCA Rules) in respect of shares admitted to trading on a regulated market which are not immediately executed under prevailing market conditions.

(b) Subject to the Order Execution Policy and instructions from the Client, where applicable, the Adviser may effect transactions with such counterparties and on such trading venues as it considers appropriate. If any counterparty fails to deliver any necessary documents or to complete any transaction, the Adviser shall take reasonable steps on behalf of the Client to rectify such failure or obtain compensation in lieu thereof provided that the Adviser shall not be required to commence any litigation. All resulting reasonable costs and expenses properly incurred by the Adviser shall be paid by the Client.

(c) The Adviser may enter into arrangements as contemplated by the FCA Rules for the receipt of goods or services that relate to the execution of trades or the provision of research in any of the designated investments specified in the FCA Rules, including commission sharing arrangements, in compliance with the FCA Rules. The Adviser shall disclose, in advance and in writing, the amount or basis of any such fee, commission or benefit to the Client. For the avoidance of doubt, such disclosure may be made in summary form with further details available upon request.

(d) The Adviser may aggregate orders on behalf of the Client with those of its other clients and clients of its affiliates. The Adviser will allocate such orders on a fair and reasonable basis, but the Client acknowledges and agrees that aggregation may operate to the advantage or disadvantage of the Client.

(e) The Client agrees that it will be responsible for any profit and loss due to fluctuations in exchange rates arising from transactions which are effected in a foreign currency and that the Adviser or its affiliates may use such rate of exchange as reasonably determined by the Adviser or such affiliate in executing such transactions.

(f) Not later than the next trading day following the execution of each transaction order for the Client effected by the Adviser, the Adviser shall furnish to the Client data confirming the quantity, price and any other material terms of such transaction order.

(g) The Adviser may accept orders, instructions or communications to transmit and execute orders by telephone, email and other electronic means. The Client agrees that the Adviser may transmit to the Client information concerning the Client's orders and transactions through non-encrypted electronic mail and other electronic means, and the Client assumes all responsibility for such transmission and acknowledges the risks involved. The Adviser shall in each and any case send copies to: michaeldr.solf@athene.de, ralf.schmitt@athene.de and yfife@athene.com.

4. Compensation of Adviser.

(a) The Client shall pay to the Adviser compensation in accordance with the fee schedule attached as Annex D hereto (the "**Fee Schedule**"). The relationship between the Client and the Adviser shall be that of persons carrying on independent businesses and dealing with each other at arm's length. Such fees are exclusive of VAT and any VAT chargeable in respect of Services pursuant to this Agreement shall be payable by the Client.

(b) For the avoidance of doubt, the Fee Schedule covers the services to be generally rendered by the Adviser in the framework of this Agreement but it does not include any extraordinary engagement or mission by reason of its nature, volume or other relevant circumstances that the Client may wish to entrust upon the Adviser (or any of its affiliates). The Client and the Adviser will reach a separate and specific agreement as to the terms and compensation for any such extraordinary engagement.

5. Allocation of Investments and Orders; Other Conflicts of Interest; Risk Factors.

(a) The Client acknowledges and understands that the Adviser and its affiliates engage in an investment management and advisory business and other businesses apart from providing the Services, including sponsoring, managing and/or advising certain investment funds, separate accounts and/or investment vehicles (the “**Apollo Clients**”). This may create potential conflicts of interest, including in relation to the Adviser’s time devoted to providing the Services and the allocation of investment opportunities among Apollo Clients (including the Client) that the Adviser manages and/or advises (the “**AAME Clients**”). The Client hereby confirms and represents that it has received and understands: (i) the disclosures referenced in Annex C hereto relating to, among other things, certain potential conflicts of interest; and (ii) current Part 2A and Part 2B of Form ADV filed with the U.S. Securities and Exchange Commission by one or more of the Adviser’s affiliates (as updated by the Adviser from time to time and notified to the Client) (“**Form ADV**”), and wishes to appoint the Adviser pursuant to this Agreement notwithstanding the potential conflicts therein disclosed. Subject to the terms of this Agreement, the Client hereby consents to the Adviser or any of its affiliates taking any action, or refraining to take any action, as described in Annex C or Form ADV.

(b) Without limiting the generality of the foregoing, the Adviser may advise the Client to purchase Investments from or to sell Investments to any other Apollo Client (including AAME Clients), provided that the Adviser provides written notice to the Client that such counterparty is an Apollo Client such that the Client and its affiliates have sufficient time to obtain any regulatory and/or internal governance approvals necessary in connection with any such transaction with an Apollo Client.

(c) The duties of the Adviser shall not be considered to be breached as a result of any events or circumstances outside the reasonable control of the Adviser including, but not limited to, changes in the price or value of the Assets brought about through movements in the market, the reduction in and/or lack of availability of the Assets which were envisaged to be the subject matter of the advice, an inflow to, outflow from the assets of the Client or a benchmark, or caused by following an instruction given by the Client.

(d) The Client understands and acknowledges that all investment programs carry the risk of loss and there is no guarantee that any investment strategy will meet its objective. The value of investments may go down as well as up. The Client hereby represents that it has received and understands the disclosures set forth in Annex C hereto and Form ADV.

(e) Notwithstanding any other provision in this Agreement, no warranty, assurance or undertaking is given by the Adviser as to the performance, returns, increase in or retention of value or profitability of the Assets (or any part of it) or that any investment objectives or targets will be successfully achieved, whether in whole or in part.

6. Statements and Information.

(a) The Client may retain any firm or other person of its choice to perform certain accounting and book-keeping or other services. The Adviser assumes no responsibility for acts or omissions of such firm or person in its performance of such services. Except as contemplated elsewhere in this Agreement or as otherwise required by applicable law or regulation, the Adviser shall have no responsibility to provide any statements or information or to perform any other accounting, valuation or reporting functions or services. However, where appropriate, the Adviser will use best efforts to facilitate the Client's access to third party valuations or the Client's commissioning of valuations from any third party (at the Client's cost and expense).

(b) Without prejudice to Section 3(g), the Client consents to the Adviser providing it with any statements or information via electronic means including email and internet.

7. Withdrawals and Distributions; Termination

(a) Subject to the Eighth Amended and Restated Bye-Laws of Athene Holding Ltd., adopted on October 14, 2015 (the "**AHL Bye-Laws**"), this Agreement may be lawfully terminated by either party with or without cause as of the close of any calendar quarter by not less than 90 days' prior written notice to the other party, or at such other times as the parties may mutually agree, provided that the Adviser will be entitled to receive the Advisory Fee until the date of the lawful termination of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by the Client for AHL Cause (as such term is defined in the AHL Bye-Laws), applied mutatis mutandis to the Adviser and the Client as the context requires, except that a reference therein to the Board shall mean a reference to the board of directors of Athene Holding Ltd. (a "**Cause Event**") at any time in accordance with Article 87 of the AHL Bye-Laws.

(b) If the Agreement is terminated by the Client without the 90 days' notice set out above, the Client shall be responsible for the payment of the Advisory Fee, as determined in accordance with the Fee Schedule, which would otherwise be due to the Adviser through the expiration of such notice period, provided that if this Agreement is lawfully terminated by the Client for a Cause Event in accordance with the approvals and procedures set forth in Article 87 of the AHL Bye-Laws, no such payment shall be due.

(c) Any termination of this Agreement shall not affect the rights or liabilities of any party accrued prior to and including the date of termination, nor the continuing existence and validity of any terms intended expressly or by implication to survive termination. The provisions of Sections 7, 8, 10, 11, 12, 13 and 15 to 20, without limitation, shall survive any termination of this Agreement.

8. Standard of Liability; Indemnification

(a) To the maximum extent permitted by applicable law and regulation, the Client agrees that (i) the Adviser will not be liable (whether directly or indirectly, in contract or in tort or otherwise) to the Client for any losses, claims, damages, expenses or liabilities (collectively, "**Losses**") incurred by the Client that arise out of or are in any way connected with the Agreement, including but not limited to, any recommendation or other act or failure to act of the Adviser or any such other persons under this Agreement,

including, but not limited to, any error in judgment, except in the case of Losses arising as a result of the intentional misconduct, gross negligence or bad faith by the Adviser in respect of its obligations and duties under this Agreement (in each case, as determined by a court of competent jurisdiction in a final non-appealable judgment), and (ii) none of the Adviser's affiliates nor any of each of the Adviser's or its affiliates' respective clients, partners, shareholders, members, managers, advisors, directors, officers, employees, consultants or agents will be liable (whether directly or indirectly, in contract or in tort or otherwise) to the Client for any Losses incurred by the Client or any other person that arise out of or are in any way connected with this Agreement (including, but not limited to, any recommendation or other act or failure to act of the Adviser or any such other persons under this Agreement, including, but not limited to, any error in judgment); except that the Adviser shall be liable to the Client with respect to a Sub-Adviser, in the case of Losses arising as a result of such Sub-Adviser's intentional misconduct, gross negligence or bad faith in respect of its obligations owed to the Adviser in accordance with Section 2(e) (as determined by a court of competent jurisdiction in a final non-appealable judgment). Under no circumstances shall the Adviser be liable for any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages, even if the Adviser is advised of the possibility or likelihood of the same.

(b) The Adviser will be entitled to rely upon, and will not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by any person from time to time notified by the Client to the Adviser as being authorized to give instructions to the Adviser for the purposes of this Agreement (and the Adviser shall be entitled to treat such authority as continuing until such time as the Adviser is notified by the Client to the contrary). The Adviser also may rely upon any statement made to it orally or by telephone and believed by it in good faith to be made by the proper person and will not incur any liability for relying thereon. The Adviser may consult with legal counsel, auditors and other experts selected by it in good faith, and will not be liable for any action taken or not taken by it in good faith in accordance with the advice of any such legal counsel, auditors or experts.

(c) The Adviser shall not be responsible for the loss of, or damage to, any investments or for any failure to fulfill its duties hereunder if such loss, damage or failure shall be caused by or be directly or indirectly due to war damage, enemy action, the act of any government or other competent authority, investment exchange or brokerage house, or of any riot, civil commotion, rebellion, fire, lock-out, strike, power failure, computer error or failure (beyond the reasonable control of the Adviser), delay, breakdown, failure or malfunction of any external telecommunication or computer service or electronic transmission systems, unavailability of market prices or suspension of dealing on relevant exchanges, or other cause beyond the control of the Adviser.

(d) The Client shall indemnify and hold harmless each of the Adviser and its affiliates and each of their respective clients, partners, shareholders, members, managers, advisors, directors, officers, employees, consultants or agents (each an "**Indemnified Person**") from and against any and all Losses incurred in connection with this Agreement; provided that the Client shall not be liable for any Losses pursuant to this Section 8(d) in the case of Losses arising as a result of the intentional misconduct, gross negligence or bad faith of such Indemnified Person; provided,

further that no action taken or refrained from being taken by the Adviser based on instructions received from any of the authorized persons of the Client reasonably believed by the Adviser to be genuine shall constitute intentional misconduct, gross negligence or bad faith by the Adviser. The right to indemnification granted by this provision shall be in addition to any rights to which the Indemnified Person may otherwise be entitled and shall inure to the benefit of the successors or assigns of such Indemnified Person.

(e) To the extent that, at law or in equity, any Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Client, the Indemnified Person acting under this Agreement shall not be liable to the Client for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of an Indemnified Person otherwise existing at law or in equity to the Client, are agreed by the Client to restrict or eliminate to that extent such duties and liabilities of such Indemnified Person.

(f) Any indemnity provided in this Section 8 shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains in the position or capacity pursuant to which such Indemnified Person became entitled to exculpation or indemnification under this clause.

(g) The term "gross negligence" shall have the meaning ascribed to such term under the laws of the State of New York.

9. Certain Regulatory Matters.

(a) Terms and expressions used in this Section 9 but not defined herein shall have the same meaning given to them in the FCA Rules.

(b) Based on the information available to it, the Adviser has categorized the Client as a per se professional client in accordance with the rules contained in the FCA's Handbook of Rules and Guidance ("**FCA Rules**"). Furthermore, the Client hereby represents and warrants that it is currently and expects to continue to be eligible to be classified as such on the basis that it is a large undertaking satisfying two out of the three size requirements contained in 3.5.2R(2) of the FCA's Conduct of Business Sourcebook, which implements Annex II, Section I paragraph (2) of Directive 2004/39/EC on Markets in Financial Instruments. The Client is entitled, pursuant to the FCA Rules, to request that it be categorized as a retail client. However, the Client acknowledges that if the Client requests to be categorized as a retail client in order to benefit from a higher level of protection under the FCA Rules, the Adviser will no longer be able to provide the Services to the Client under this Agreement as it is not authorized by the FCA to provide investment services to retail clients. The Client agrees and acknowledges that it is responsible for keeping the Adviser informed about any change that could affect the Client's categorization as a professional client.

(c) Based on information provided by the Client, the Adviser shall take reasonable steps to ensure that in carrying out the Services under this Agreement, (i) any decision with respect to Investments or investment recommendation is suitable for the Client; and/or (ii) any transaction or product arranged by the Adviser for the Client is appropriate for the Client. For these purposes, the Adviser is entitled to assume that the Client has the necessary level of experience and

knowledge in order to understand the risks involved in the transaction or in the investment of the Assets. The Client shall be responsible for ensuring that the information provided to the Adviser is kept up to date so as to enable the Adviser to make the relevant suitability and/or appropriateness assessment for the Client.

(d) If the Client has any complaint about the performance of the Adviser under this Agreement, that complaint should be directed, in the first instance, to a person designated from time to time by the Adviser. The Client acknowledges that it is not eligible to complain to the Financial Ombudsman Service.

(e) The Client also acknowledges that, as a large partnership (as that term is defined in the FCA Rules), it is not eligible to claim compensation under the Financial Services Compensation Scheme.

(f) The Adviser has put in place arrangements to manage conflicts of interest, if any, that may arise between the Client and itself and between different clients. Where the Adviser does not consider that these arrangements are sufficient to manage a particular conflict of interest, it shall inform the Client of the nature of such conflict so that the Client can decide how to proceed.

(g) Nothing in this Agreement shall exclude or restrict any liability of the Adviser to the Client under the UK regulatory system (as defined in the FCA Rules).

10. Representations and Warranties.

(a) The Client represents and warrants to the Adviser and agrees with the Adviser as follows:

(i) The Client has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Client and is the legal, valid and binding agreement of the Client, enforceable against the Client in accordance with its terms. The Client's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of the governing documents (if any) of the Client or any obligations by which the Client is bound, whether arising by contract, operation of law or otherwise. The Client will deliver to the Adviser evidence of the Client's authority and compliance with its governing documents on the Adviser's request.

(ii) The Client is experienced in the engagement of investment advisers and is aware of the risks associated with such engagements, including the risks described in Annex C hereto.

(iii) The Client is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 (the "**Securities Act**").

(iv) The Client is not a "**U.S. Person**" as defined in Rule 901 of Regulation S under the Securities Act.

(v) The Client is not an "employee benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and none of the assets constitute or will constitute "plan assets" for purposes of ERISA.

(vi) None of the Assets were obtained from any person listed in the HM Treasury's consolidated sanctions list or on the website of the U.S. Treasury Department's Office of Foreign Assets Control, nor is the Client a person with whom dealings are prohibited under any sanctions laws or regulations applicable to the Adviser, and none of such assets is derived from illegal activities.

(vii) The Client will notify the Adviser, in writing, of (1) any termination, merger or consolidation of the Client, or transfer of the Assets to any employee benefit plan (as described under Section 10(a)(v) above), and (2) any amendment to the organizing documents of the Client or any related instrument that would reasonably be expected to materially affect the activities of the Adviser contemplated hereunder.

(b) The Adviser represents and warrants to the Client and agrees with the Client as follows:

(i) The Adviser has the requisite legal capacity and authority and regulatory authorizations to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Adviser and is the legal, valid and binding agreement of the Adviser, enforceable against the Adviser in accordance with its terms. The Adviser will deliver to the Client evidence of the Adviser's authority and compliance with its governing documents on the Client's request.

(ii) AMI is authorized and regulated by the UK FCA with firm reference number 452877.

(iii) The Adviser will notify the Client, in writing, of (1) any termination, merger or consolidation of the Adviser, or transfer of its assets to any employee benefit plan (as described under Section 10(a)(v) above), and (2) any amendment to the organizing documents of the Adviser or any related instrument, in each case to the extent that it would reasonably be expected to have a material adverse effect on the ability of the Adviser to perform the Services.

(c) Each of the foregoing representations shall be continuing during the term of this Agreement. If at any time any event has occurred that would cause any such representation no longer to be true, the affected party shall give prompt written notice of such change to the other party.

11. Confidentiality.

(a) The parties agree that the confidentiality agreement expected to be entered into among the parties hereto and/or certain of their affiliates shall apply to the handling of non-public, confidential information between the parties, as such terms apply to the Adviser and the Client as the disclosing or recipient party, as the context requires. Until the date on which such confidentiality agreement comes into force and effect, the Client and the Adviser will co-operate in good faith in respect of any confidential information exchanged between the parties and/or disclosed to any third party.

(b) In the context of this Agreement, neither the Adviser nor the Client shall seek to receive any of the other party's customer personal data (including, with respect to the Client, policyholders, insured persons and beneficiaries of life insurances). In case either party should unintentionally receive the other party's customer personal data, the respective party shall, without undue delay, use reasonable efforts to make the other party aware of this fact, refrain from passing on to any third party the other party's customer personal data received and destroy and/or delete this data.

12. Independent Contractor.

The Adviser is and will hereafter act as an independent contractor of the Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between the Adviser and the Client.

13. Assignment.

This Agreement and the rights and obligations of each party hereunder shall not be assignable (and any attempted assignment thereof shall be void) without the consent of the other party hereto, except that the Adviser may assign its rights and obligations hereunder to an entity that controls, is controlled by or is under common control with the Adviser; provided, that such entity shall assume the obligations of the Adviser hereunder. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

14. Amendment.

(a) If and to the extent the Adviser considers modification of this Agreement necessary to comply with any requirement of the FCA or any other applicable regulatory authority or any modification to applicable laws as well as rules or regulations (including, without limitation, the FCA Rules), the Adviser may modify this Agreement accordingly by prior written notice to the Client, together with evidence of the required change, prior to such change becoming effective.

(b) If and to the extent the Client considers modification of this Agreement necessary to comply with applicable laws, rules and regulations or any modification to applicable laws as well as rules or regulations and in particular any requirement of the German Federal Financial Supervisory Authority ("**BaFin**") or any other applicable regulatory authority, the Client may modify this Agreement accordingly by prior written notice to the Adviser, together with evidence of the required change, prior to such change becoming effective.

(c) Without prejudice to Section 14(a) or (b), if an amendment would adversely affect the other party, the parties will negotiate in good faith to amend this Agreement in line with the parties' economic interests under this Agreement prior to such amendment; provided that (i) the adversely affected party shall have no obligation to agree to such amendment and (ii) subject to the AHL Bye-Laws, if the parties fail to agree on such amendment, the Client and the Adviser shall each have the ability to terminate the Agreement by providing thirty (30) days' written notice to the other party, and such purported amendment shall have no force or effect.

(d) Subject to the foregoing, any amendment to this Agreement (including any of the annexes) will be effectively only if it is in writing and signed by the Adviser and the Client.

15. Governing Law and Jurisdiction.

Contractual and non-contractual obligations arising out of or in connection with this Agreement are governed by and shall be construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including a dispute relating to any non-contractual obligation arising out of or in connection with it). The Client irrevocably appoints Apollo Management International LLP of 25 St. George Street, London W1S 1FS, c/o as its agent to receive on its behalf in England or Wales service of any proceedings. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Client) and shall be valid until such time as the Adviser has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Client shall forthwith appoint a substitute acceptable to the Adviser and deliver to the Adviser the new agent's name and address within England and Wales.

16. Notices.

All communications under this Agreement must be in writing and will be deemed duly given and received when delivered personally, when sent by facsimile transmission or by e-mail, three days after being sent by first class mail, or one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, all charges or postage prepaid, properly addressed to the party to receive such notice at the party's address indicated below, or at any other address that either party may designate by notice to the other.

If to the Adviser:

Apollo Asset Management Europe LLP

Address: 25 St. George Street, London, W1S 1FS
Attention: John Stratton
Email: jstratton@apolloip.com

With a copy to: Jill Lutz Regan at jlutzregan@apolloip.com

Apollo Management International LLP

Address: 25 St. George Street, London, W1S 1FS
Attention: John Stratton
Email: jstratton@apolloip.com

With a copy to: Jill Lutz Regan at jlutzregan@apolloip.com

If to the Client:

Athene Deutschland Holding GmbH & Co. KG

Address: Abraham-Lincoln-Park 1, 65189, Wiesbaden, Germany
Attention: Michael Solf
Email: michaeldr.solf@athene.de

With copies to: Yoni Fife at yfife@athene.com and Ralf Schmitt at ralf.schmitt@athene.de

17. Severability.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof.

18. Entire Agreement.

This Agreement (including the Annexes) is the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings (including any and all pre-existing agreements (including investment management or advisory agreements) regarding the subject matter hereof.

19. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. No Third-Party Beneficiaries.

(a) Except as expressly stated in this Agreement, this Agreement does not confer any rights on any person other than the parties whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

(b) To the extent permitted under applicable law, but subject to Section 20(d) below, each Indemnified Person shall be entitled to enforce all the rights and benefits accorded to Indemnified Persons, respectively, by Section 8 at all times as if such person were a party to this Agreement.

(c) The parties may rescind, vary or terminate this Agreement in accordance with its terms without the consent of any Indemnified Person.

(d) No Indemnified Person may assign in whole or in part, its rights under this Agreement without the prior written consent of the Adviser, which may be withheld at the sole discretion of the Adviser.

21. Interpretation.

(a) References to this Agreement shall include its recitals and Annexes.

(b) Headings are for convenience only and are to be ignored in construing this Agreement.

(c) References to statutory provisions, regulations, notices or the FCA Rules are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, superseded or re-enacted, and include references to all by-laws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom.

(d) References to “including” in this Agreement shall mean “including, without limitation.”

(e) References to “affiliates” of the Adviser shall not include the “Client” or any of the Client’s related entities that are controlled by funds managed or advised by affiliates of Apollo, unless expressly stated otherwise.

(f) References to a “party” or “parties” shall mean a party to, or the parties to, this Agreement if the context does not otherwise require.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly signed by or on behalf of the parties hereto on the date first set forth above.

Athene Deutschland Holding GmbH & Co. KG

By /s/ ppa Matthew Becker
Name: Matthew Becker
Title: Prokurist

By /s/ ppa Michael Solf
Name: Michael Solf
Title: Prokurist

Apollo Asset Management Europe LLP

Acting by its Members:

APOLLO PRINCIPAL HOLDINGS XI, LLC

By: APO UK (FC), LLC, its sole member

By: Apollo Global Management, LLC, its sole member

By: AGM Management, LLC, its manager

By /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Assistant Secretary

AAME UK CM, LLC

By: Apollo Principal Holdings X, L.P., its sole member

By: Apollo Principal Holdings X GP, Ltd., its general partner

By /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Vice President

Apollo Management International LLP

Acting by:

AMI (Holdings), LLC, its member

By /s/ Joseph D. Glatt

Name: Joseph D. Glatt

Title: Vice President

ANNEX A

ASSETS

The Assets shall include all guarantee assets (*Sicherungsvermögen*) (as defined in section 54 of the German Insurance Supervisory Act—*Versicherungsaufsichtsgesetz* in force until the end of 31 December 2015 and in section 215 of the recast German Insurance Supervisory Act—*Versicherungsaufsichtsgesetz* in force as of 1 January 2016) and shall **exclude**:

- Operating cash (*Girokonten*)
- Mortgage loans secured by residential and commercial properties, which are not identified and advised by the Adviser
- Assets related to unit-linked policies
- Assets held in German Special Investment Funds managed or advised by Apollo, the Adviser, Athene Asset Management, L.P. or any of their respective affiliates, to the extent that Apollo, the Adviser, Athene Asset Management, L.P. or the relevant respective affiliate receives a management or advisory fee in connection with such Fund.

During the term of this Agreement, the parties hereto agree to negotiate in good faith regarding the potential of adding additional classes or types of Assets to the list of excluded Assets identified above.

ANNEX B
SERVICES

Advisory and Trade Execution Function

The core advisory and trade execution services to be provided by the Adviser under this Agreement (“Services”) are:

- Risk Management
 - Develop risk scenario models tailored for various constituents,
 - Hedging strategies
 - Capital modelling and optimising capital position through investment strategy.
- Treasury and Cash Management
 - Upon request of the Client, advisory services in relation to all treasury activities, including management of balance sheet liquidity levels, allocating to (and monitoring exposure across) money market funds, government bonds, structured credit and other cash management products and services.
- Treasury Asset Allocation and Portfolio Construction
 - Advisory: Ongoing advice in relation to asset allocation; impact of market movements on current investment strategy, and recommendations around changes to asset allocation over time.
 - Collateral oversight: In conjunction with the Client’s investment team, of individual loan/security level balance sheets and specific investment positions.
- Structuring and ALM Advisory Services
 - Structuring services focusing on the regulatory regime under which the Client and the Companies operate, including balance sheet optimization, structuring and asset/liability management advisory services.
- Real Estate and Loan Services:
 - Identifying and advising in relation to physical commercial and residential real estate assets.
 - Identifying and advising in relation to loan or loan participation assets secured by residential or commercial properties or general obligations of commercial organizations (C&I loans), subject to the legal and regulatory regimes applicable to the Adviser, the Client and the Companies, including those of the UK and Germany, in connection with such activities.
- Trade Execution
 - Buying, selling and otherwise dealing in investments and contracts as instructed on a case by case basis by the Client, on behalf and for the account of the Client and the Companies to effect transactions related to Investments for the Client.

In connection with providing the core services identified above, the Adviser shall provide, or cause its affiliates or third parties (at the Adviser's expense in accordance with the Fee Schedule) to provide, all services necessary and appropriate, as determined by the Adviser in its sole discretion, for the Adviser to satisfy its obligations set forth in this Agreement with respect to the Services.

ANNEX C

**CERTAIN RISK FACTORS, CONFLICTS OF INTEREST AND RELATED
CONSIDERATIONS**

The “Certain Risk Factors, Conflicts of Interest and Related Considerations” disclosure document dated 1 February 2016 shall be incorporated by reference into this Annex C and form part of this Agreement.

ANNEX D

FEE SCHEDULE

Compensation for the Services.

From and including 1 October, 2015 until this Agreement is terminated in accordance Section 7, the Adviser will be entitled to a quarterly fee (the "**Advisory Fee**") calculated in arrears at the beginning of each calendar quarter immediately following the calendar quarter to which the Advisory Fee relates.

The Advisory Fee will be based on the net asset value of all Assets (the "**Asset Value**") on the last day of the quarter (31 March, 30 June, 30 September and 31 December) (each, a "**Calculation Day**").

The quarterly Advisory Fee amounts to 0.025% (i.e. 0.1% p.a.) (exclusive of VAT) of the Asset Value at the respective Calculation Day. The Advisory Fee will be billed by quarterly invoice and settled by the Client within 10 business days following receipt of the invoice.

If this Agreement is terminated prior to the end of any quarter, the Advisory Fee shall be prorated for that quarter according to the proportion of the number of calendar days in the quarter during which the Agreement is in effect with respect to the total number of calendar days in the quarter; provided that (i) if the Agreement is terminated on any date other than the last calendar day of a month, the Calculation Day shall be the last calendar day of the month immediately prior to the date on which the Agreement was terminated and (ii) if the Agreement is terminated on the last calendar day of a month, the Calculation Day shall be such day.

Valuation.

(a) Except as provided in clause (b) below, the Adviser shall be responsible for determining the Asset Value as of each Calculation Day and the Adviser will deliver any such valuations to the Client. The parties agree to negotiate in good faith as to any disputes about the valuation of any of the Assets for purposes of determining the Advisory Fee.

(b) Upon written notice to the Adviser from the Client and receipt of appropriate consents and approvals by the Adviser and the Client to do so, and until the parties otherwise agree in writing, the Client or one of its affiliates (and not the Adviser) shall be responsible for determining the Asset Value in accordance with the Client's valuation policies and procedures (from time to time in effect), which policies shall have been provided and be reasonably acceptable to the Adviser. The Client agrees to provide valuations on the Assets no less often than on a quarterly basis. The parties further agree to negotiate in good faith as to any disputes regarding valuation of the Assets or any methodologies used by the Client to value the Assets for purposes of determining the Advisory Fee.

ANNEX E

MEANING OF THE ADVISER

1. **Definition of the Adviser**

The “**Adviser**” shall mean, collectively, both AMI and AAME, subject to the following:

- from the date of this Agreement to the First Relevant Date (as defined in paragraph 2(b) of this Annex E), references to the Adviser shall be to AMI only, where the Services provided relate to regulated activities as defined in section 22 of FSMA;
- from the First Relevant Date to the Second Relevant Date (as defined in paragraph 2(c) of this Annex E) references to the Adviser shall be to AMI only, where the Services provided relate to the regulated activity of “dealing in investments as agent” as defined in the UK Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (the “**RAO**”); and
- references to the Adviser shall be to AAME only, from the Second Relevant Date.

2. **Further provisions**

(a) For the avoidance of doubt, the Client acknowledges and agrees that until the Second Relevant Date (as defined below) AMI and AAME may determine, at their sole discretion by notice in writing to the Client and in their capacity as the Adviser, to allocate the provision of the Services as between themselves, provided that such allocation does not adversely affect the Services.

(b) At any time after AAME becomes an appointed representative of AMI by satisfying the requirements detailed in section 39 of FSMA, AAME may determine, at its sole discretion and by notice in writing to the Client (the “**First Relevant Notice**”), that AAME shall provide those Services under this Agreement which relate to the regulated activities of “arranging deals in investments” and/or “advising on investments”, in each case, as defined in the RAO, from a date specified in the First Relevant Notice (or, if no date is specified, the date of the First Relevant Notice) (the “**First Relevant Date**”).

(c) At any time after AAME becomes an authorized person under the FSMA with all necessary permissions to provide the Services, AAME may determine, at its sole discretion and by notice in writing to the Client (the “**Second Relevant Notice**”), that AAME alone shall provide all Services under this Agreement from a date specified in the Second Relevant Notice¹ (or, if no date is specified, the date of the Relevant Notice) (the “**Second Relevant Date**”). Until the Second Relevant Date AMI and AAME will be jointly and severally liable and act as authorized recipients for each other in respect of notices pursuant to Section 16.

¹ AAME should include in the Relevant Notice the required disclosure of regulatory status as follows: “[AAME] is authorized and regulated by the UK Financial Conduct Authority with FRN [•]”.

(d) From the Second Relevant Date (inclusive):

- AAME shall assume all rights, obligations and duties accorded to the Adviser by this Agreement;
- This Agreement shall terminate as between AMI and the Client automatically and without any action by any party and all references to AMI shall be deemed to have been deleted (without affecting the continued validity of Section 7(c) in relation to AMI);
- Recitals (E), (F) and (G) of this Agreement shall be deemed to have been replaced with the equivalent wording in the Second Relevant Notice in relation to AAME's regulatory status;
- Information provided under this Agreement in relation to AMI shall be deemed to have been replaced with equivalent information provided by AAME;
- Information provided by the Client to AMI under this Agreement shall be deemed to have been provided to AAME; and
- For the avoidance of doubt, this Agreement shall remain in full force and effect as between AAME and the Client following such termination.

ANNEX F

- Michael Solf
- Christof Goeldi
- Holger Bennewiz

AMENDED AND RESTATED COINSURANCE AGREEMENT

between

ATHENE LIFE INSURANCE COMPANY OF NEW YORK

and

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

Dated as of July 31, 2015

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AMENDED AND RESTATED FUNDS WITHHELD COINSURANCE AGREEMENT

This Amended and Restated Coinsurance Agreement (this "Agreement"), dated as of July 31, 2015, is made by and between Athene Life Insurance Company of New York, formerly known as Aviva Life and Annuity Company of New York, an insurance company organized under the laws of the State of New York (the "Company"), and First Allmerica Financial Life Insurance Company, an insurance company organized under the laws of the Commonwealth of Massachusetts (the "Reinsurer"; each of the Company and the Reinsurer, a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Company and the Reinsurer are currently party to that certain Funds Withheld Coinsurance Agreement, effective as of the Effective Date (the "Existing Funds Withheld Coinsurance Agreement");

WHEREAS, the Company and the Reinsurer now desire that this Agreement amend and restate in its entirety the provisions of the Existing Funds Withheld Coinsurance Agreement effective as of July 31, 2015 (the "Amendment Date");

WHEREAS, the Company desires to cede or retrocede to the Reinsurer, on the terms and conditions stated herein, all of its liabilities under certain life insurance policies issued and reinsured by it;

WHEREAS, the Reinsurer desires to reinsure such policies from the Company on the terms and conditions stated herein;

WHEREAS, the Company and the Reinsurer intend that the basis of the reinsurance shall be 100% coinsurance, on a coinsurance funds withheld basis until the Amendment Date, and on a coinsurance basis thereafter, by the Reinsurer;

WHEREAS, subject to a transition services agreement entered into on the Effective Date between Aviva USA Corporation and the Reinsurer (the "Transition Services Agreement"), the Company and the Reinsurer intend that the Reinsurer will provide certain administrative services for policies reinsured hereunder, and the Company and the Reinsurer have entered into an Administrative Services Agreement, dated as of the Effective Date (the "Administrative Services Agreement"), pursuant to which the Reinsurer shall provide such administrative services on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Company and the Reinsurer hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. Unless the context requires otherwise, for all purposes of this Agreement, the capitalized terms set forth below shall have the following meanings:

“Action” has the meaning ascribed thereto in the Purchase Agreement.

“Actual Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Additional Reserve Requirement” has the meaning ascribed thereto in Section 2.13(a).

“Administrative Services Agreement” has the meaning ascribed thereto in the Recitals.

“Administrator” means the Reinsurer in its capacity as administrator under the Administrative Services Agreement.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

“Agreement” has the meaning ascribed thereto in the Recitals.

“Amendment Date” has the meaning ascribed thereto in the Recitals.

“Annuitization” has the meaning ascribed thereto in Section 5.5(c).

“Annuitization Payment” has the meaning ascribed thereto in Section 5.5(c).

“Applicable Law” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time.

“Applicable Rate” means, with respect to any date of determination, an interest rate equal to one-month LIBOR for dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as of 11:00 a.m., London time, on such date.

“Assigned EI Hedge Costs Amount” shall mean, with respect to each EI Hedge, an amount equal to the gross actual direct acquisition costs paid by the Company for such EI Hedge. For the avoidance of doubt, the Assigned EI Hedge Costs Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assigned EI Hedge Proceeds Amount” shall mean, with respect to each EI Hedge and for each applicable Monthly Accounting Period, an amount equal to any amounts actually received (or deemed received) by the Company from the relevant Hedge Counterparty during such Monthly Accounting Period in accordance with the provisions of such EI Hedge, including upon an early exercise of an EI Hedge by the Company. For the avoidance of doubt, the Assigned EI Hedge Proceeds Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assumed Reinsurance Agreement” means any reinsurance agreement in effect as of the Effective Time under which the Company assumes liabilities or obligations with respect to any Policy, including the assumed reinsurance agreements listed on Schedule 1.1(i) hereto.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in Boston, Massachusetts, New York, New York or Des Moines, Iowa are required or authorized by Applicable Law to be closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning ascribed thereto in Section 2.9(b).

“Company” has the meaning ascribed thereto in the Recitals.

“Company Indemnified Parties” has the meaning ascribed thereto in Section 11.2.

“Company Termination Payment” has the meaning ascribed thereto in Section 9.5.

“Confidential Information” means (a) with respect to the Company, any information with respect to the Company (other than information relating to the Policies) that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Company (other than proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Policies) and information or knowledge about the Company’s processes, services, finances and pricing and reserving methodology and (b) with respect to the Reinsurer, any information with respect to the Policies or the Reinsurer that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Policies and information or knowledge about the Reinsurer’s processes, services, finances and pricing and reserving methodology.

“Consultation Period” has the meaning ascribed thereto in Section 10.1(b).

“CPA Firm” has the meaning ascribed thereto in Section 10.1(b).

“Effective Date” means October 1, 2013.

“Effective Time” means 12:00:01 a.m. Eastern time on the Effective Date.

“EI Hedge” and “EI Hedges” have the meanings ascribed thereto in Section 2.10(a).

“Equity Indexed Reinsured Policies” means all indexed universal life insurance Policies included in the Reinsured Policies.

“Estimated Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(ii).

“Excess FWA Draw Amount” has the meaning ascribed thereto in Section 4.3(d).

“Excess FWA Draw Interest Amount” has the meaning ascribed thereto in Section 4.3(d).

“Excluded Reinsured Liability” means a Loss that a Buyer Indemnified Person under the Purchase Agreement suffers that, if such Loss were suffered by a “Buyer Indemnified Person” under the SPA, would be indemnified by Aviva plc under the SPA.

“Existing Funds Withheld Coinsurance Agreement” has the meaning ascribed thereto in the Recitals.

“Existing Interest Maintenance Reserve” means the unamortized amount as determined from time to time in accordance with the amortization schedule set forth on Schedule 2.11 as revised as of the Effective Date.

“Extra Contractual Obligations” means all obligations or Losses (whether known or unknown, contingent or otherwise) incurred or arising at any time under or relating to any Policy that are not provided by the contractual benefits arising under the express terms and conditions of such Policy or are in excess of the applicable Policy benefits, including any liability for taxes, toll charges, fines, penalties, forfeitures, excess or penalty interest, punitive, special, exemplary or other form of extra-contractual damages or attorneys’ fees and costs awarded, which obligations or Losses arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, including obligations or Losses arising out of or relating to: (a) the form, marketing, distribution, sale, underwriting, issuance, cancellation or administration of the Policies; (b) the investigation, defense, trial, settlement or handling of claims, benefits or payments under the Policies; (c) the failure to pay, the delay in payment of, or errors in calculating or administering the payment of, benefits, claims or any other amounts due or alleged to be due under or in connection with the Policies; (d) Premium Taxes other than those settled under Section 2.5 in connection with premiums received under the Policies; (e) the failure of any Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with tax treatment under the Code that is the same as or more favorable than the tax treatment under the Code (i) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the Policy by the Company or any of its predecessors or (ii) for which policies or contracts of that type were reasonably expected to qualify under the Code; (f) the treatment of any Policy as a “modified endowment contract” within the meaning of Section 7702A of the Code, except where the holder of the Policy shall have consented to its status as a “modified endowment contract” under Section 7702A; (g) the failure of the Company to comply with any applicable tax information reporting, withholding or disclosure requirements with respect to distributions or payments made pursuant to the Policies; (h) any taxes applicable to the Reinsurance Assets (but excluding the Company’s share of any

taxes under Section 14.3); and (i) the failure to pay, the delay in payment, or errors in calculating or administering the payment of, unclaimed property, escheat or other similar liabilities related to the Policies; provided that “Extra Contractual Obligations” will not under any circumstances include (x) any such liabilities, obligations or Losses incurred or arising solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer in writing or (y) U.S. federal or state income or capital stock or similar taxes (or any interest or penalties imposed with respect to the payment or reporting thereof) imposed upon the Company or any of its Affiliates.

“Fair Market Value” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Company, consistently applied.

“Funds Withheld Account” has the meaning ascribed thereto in Section 4.3(a).

“Funds Withheld Account Amount” means, as of any date of determination prior to or on the Amendment Date, an amount equal to (i) (A) the Reinsurer’s Share of the Statutory Reserves, *plus* (B) the Reinsurer’s Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, and, as of any date of determination after the Amendment Date but prior to or on the Hedge Termination Date, the amount of the Statutory Book Value of the EI Hedges, in each case, as of such date of determination and determined in accordance with SAP, consistently applied.

“Funds Withheld Account Balance” means, as of a given date prior to or on the Amendment Date, the value of the Reinsurance Assets as reflected in the statutory books and records of the Company as of such date, and, as of a given date after the Amendment Date but prior to or on the Hedge Termination Date, the amount of the Statutory Book Value of the EI Hedges, in each case, determined in accordance with SAP.

“Governmental Entity” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“Governmental Order” means any order, writ, judgment, injunction, declaration, decree, stipulation, determination, award, agreement or permitted practice entered by or with any Governmental Entity.

“Hedge Counterparty” means, with respect to each EI Hedge, the counterparty of the Company with respect to such EI Hedge.

“Hedge Termination Date” means the date upon which the last EI Hedge held by the Company pursuant to Section 2.10(a)(i) matures, is terminated or is novated to the Reinsurer or a designated Affiliate of the Reinsurer pursuant to Section 2.10(a)(vi).

“Initial Cash Flow Testing Reserves” shall mean additional actuarial reserves posted by the Company in connection with the Reinsured Policies as a result of the Company’s most recent triennial exam, which the parties agree shall equal zero dollars (\$0).

“Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(i).

“Initial Coinsurance Premium Adjustment” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Initial Coinsurance Premium Reconciliation Statement” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Initial Reinsurance Assets” has the meaning ascribed thereto in Section 2.3(a)(i).

“Investment Income” means, with respect to any Monthly Accounting Period, (a) the book value net investment earnings of the assets held in the Funds Withheld Account calculated in accordance with SAP plus (in the case of gains) or minus (in the case of losses) all realized capital gains and losses (including other than temporary impairments) and unrealized gains and losses (but only for assets carried at the lower of cost or market in accordance with SAP whose changes in value are recorded through surplus) associated with the assets held in the Funds Withheld Account, including policy loan interest income, reflected in the Company’s statutory financial statements prepared in accordance with SAP, *plus*, (b) with respect to the Equity Indexed Reinsured Policies, an amount equal to (i) all realized and unrealized capital gains *minus* all realized and unrealized capital losses (in accordance with SAP) associated with the EI Hedges *minus* (ii) the Assigned EI Hedge Proceeds Amounts, *minus* the Assigned EI Hedge Cost Amounts.

“Life Reference Balance Sheet” means the balance sheet for the Life Business (as defined in the Purchase Agreement) attached as Annex D hereto.

“Losses” means any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, fees, assessments, interest, penalties and reasonable costs and expenses (including reasonable attorneys’ fees and expenses).

“Monthly Accounting Period” means, with respect to any calendar month, the period beginning on the first day of such calendar month and ending on the last day of such calendar month.

“Net Retained Liabilities” means, with respect to any time of determination, all liabilities or obligations in respect of any Policy that, under the terms of any Other Reinsurance Agreement covering such Policy, (a) the Company is required to retain unreinsured and for its own account or (b) in the opinion of the Company and the Reinsurer, requires consent from any party to such Other Reinsurance Agreement in order to effect reinsurance under this Agreement, and as to which a waiver of such requirement or other consent has not been obtained prior to such time of determination.

“Net Retained Liabilities Adjustment Period” has the meaning ascribed thereto in Section 2.4(b)(iii).

“Net Retained Liability Reserve Transfer Amount” means, with respect to any Net Retained Liability for which subsequent to the Effective Date a waiver or consent is obtained to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, the sum of (a) the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to such Net Retained Liability as of the Effective Date, less (b) the Reinsurer’s Share of (x) policy loan balances on such Net Retained Liability as of the Effective Date, and (y) net due and deferred Premiums on such Net Retained Liability as of the Effective Date, reduced by credit for reinsurance taken by the Company in respect of such Net Retained Liability for Other Reinsurance as of the Effective Date.

“Net Settlement” has the meaning ascribed thereto in Section 6.2(a).

“New Amendment Interest Maintenance Reserve” means the interest maintenance reserve created as of the Amendment Date as a direct result of the Funds Withheld Assets transfer pursuant to Section 2.15 equal to any net pre-tax realized capital gains on the Funds Withheld Assets multiplied by 65% and as set forth on Schedule 2.12.

“Non-Guaranteed Elements” has the meaning ascribed thereto in Section 2.7(b).

“Notice of Agreement” has the meaning ascribed thereto in Section 10.1(a).

“Other Reinsurance” means reinsurance ceded with respect to Reinsured Policies under the terms of the ceded reinsurance agreements that the Company has entered into with third parties prior to the Effective Time covering the Reinsured Policies, including the ceded reinsurance agreements listed on Schedule 1.1(ii), and any ceded reinsurance agreement entered into by the Company with the Reinsurer’s prior written consent pursuant to Section 2.6, as all such reinsurance ceded may be in force from time to time.

“Other Reinsurance Agreements” means the reinsurance treaties and agreements documenting the Other Reinsurance (including all amendments and modifications thereto entered into prior to the Effective Date or pursuant to Section 3.2).

“Other Reinsurance Benefits” means, for any period, the aggregate amount of benefits, fees, allowances and other amounts actually received by the Company for reinsurance ceded pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Reinsurance Premiums” means, for any period, the aggregate amount of premiums paid by the Company pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Transaction Agreements” means, collectively, all of the Transaction Documents other than this Agreement.

“Party” has the meaning ascribed thereto in the Recitals.

“Parties” has the meaning ascribed thereto in the Recitals.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“Policies” means, collectively, the Term Policies and the UL Policies.

“Policy List” means the list of policies set forth on Annex E, together with any written update to such file provided by the Company to the Reinsurer and, with respect to policies included on any such written update, which were issued or assumed by the Company prior to January 1, 2013 only if such policies are approved in writing by the Reinsurer at least three Business Days prior to the Effective Date.

“Portfolio Yield” means a rate equal to the Yield-to-Maturity of the Barclays Long U.S. Corporate Index as of the last day of the immediately preceding Monthly Accounting Period; provided, however, if the Barclays Long U.S. Corporate Index ceases to be available, the Parties shall endeavor in good faith to agree on a mutually acceptable replacement index and, upon the mutual agreement of the Parties on a replacement index, the “Barclays Long U.S. Corporate Index” shall, for purposes of this definition, be replaced with such replacement index; provided, further, that if the Barclays Long U.S. Corporate Index ceases to be available and the Parties are unable to agree on a mutually acceptable replacement index in respect of any Monthly Accounting Period, then the “Portfolio Yield” for such Monthly Accounting Period shall be equal to 5.00% per annum.

“Premiums” means premiums and considerations due or to become due, premiums deferred and uncollected, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, which are or were held, received or collected by the Company, or which are now due or will become due from any source under or in connection with the Reinsured Policies, but not including Other Reinsurance Premiums.

“Premium Taxes” has the meaning ascribed thereto in Section 2.5(b).

“Purchase Agreement” means that certain Purchase and Sale Agreement, dated as of April 30, 2013, between Athene Holding Ltd. and Commonwealth Annuity and Life Insurance Company.

“RBC Ratio” means the ratio, as of the date of determination, of the Reinsurer’s “total adjusted capital” over its “company action level risk-based capital”, as such terms are defined and prescribed by requirements promulgated by the National Association of Insurance Commissioners and regulations adopted by the insurance regulatory authorities in the Reinsurer’s state of domicile, which are in effect as of such date, calculated as of the end of each calendar quarter, and using reserving methodologies and asset classifications that are in accordance with generally accepted statutory accounting principles and practices required or permitted by the National Association of Insurance Commissioners and the insurance regulatory authority in the Reinsurer’s state of domicile, consistently applied throughout the specified period and in the immediately prior comparable period; provided, that in the event there is a

material change in the factors and formulae prescribed by the insurance regulatory authority in the Reinsurer's state of domicile with respect to the components of and methodologies contained in such calculation, the Parties shall amend this Agreement to incorporate an alternate calculation that is reasonably equivalent to the components of and methodologies contained in the calculation of the Reinsurer's RBC Ratio in effect as of the Effective Date within thirty (30) calendar days after the implementation of such change, and if the Parties cannot agree on any such alternative, the Reinsurer shall continue to calculate its RBC Ratio as if such material change had not occurred.

"Reinsurance Assets" has the meaning ascribed thereto in Section 4.3(a).

"Reinsured Liabilities" means all gross liabilities and obligations, net of Other Reinsurance Benefits, to the extent such liabilities and obligations arise out of or relate to the Reinsured Policies, including payments of any such liabilities or obligations to any Governmental Entity, whether for tax withholding, escheat, unclaimed property or otherwise, and Extra Contractual Obligations, but excluding (i) any liabilities or obligations arising out of or relating to the Reinsured Policies that have been incurred but not reported prior to the Effective Time, (ii) Net Retained Liabilities and (iii) those liabilities that are indemnified by Athene Holding Ltd. under Section 7.2(a)(ii) of the Purchase Agreement.

"Reinsured Policies" has the meaning ascribed thereto in Section 2.1.

"Reinsurer" has the meaning ascribed thereto in the Recitals.

"Reinsurer Indemnified Parties" has the meaning ascribed thereto in Section 11.1.

"Reinsurer's Objection" has the meaning ascribed thereto in Section 10.1(a).

"Reinsurer's Share" has the meaning ascribed thereto in Section 2.2.

"Reinsurer Termination Event" means any failure by the Company (or any successor by operation of law of the Company, including any receiver, liquidator, rehabilitator, conservator or similar Person of the Company) to pay any material amount of Premiums or other amounts due to the Reinsurer under this Agreement payable by the Company if such failure has not been cured within ninety (90) calendar days after receipt of written notice thereof from the Reinsurer.

"Reinsurer Termination Payment" has the meaning ascribed thereto in Section 9.5.

"Representatives" has the meaning ascribed thereto in Section 12.1.

"Required Balance" has the meaning ascribed thereto in Section 4.4(b).

"Review Period" has the meaning ascribed thereto in Section 10.1(a).

"SAP" means the statutory accounting principles and practices prescribed by the insurance regulatory authorities in the Company's state of domicile.

“SPA” means the Stock Purchase Agreement (as amended, modified or supplemented in accordance with its terms), dated as of December 21, 2012, between Aviva plc and Athene Holding Ltd.

“SPA Adjusted Coinsurance Premium” shall have the meaning ascribed thereto in [Section 2.3\(a\)\(v\)](#).

“SPA Coinsurance Premium Reconciliation Statement” shall have the meaning ascribed thereto in [Section 2.3\(a\)\(v\)](#).

“Statutory Book Value” means the carrying value of the subject asset or liability on the books of the Reinsurer for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer’s state of domicile, consistently applied.

“Statutory Reserves” means, as of any date of determination, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities, including additional actuarial reserves (as used in connection with SAP) that are required to be held by the Company with respect to the Reinsured Policies as of such date of determination, in each case, as determined in accordance with SAP, consistently applied, and reduced by credit for reinsurance taken by the Company in respect of the Reinsured Policies for Other Reinsurance as of such date of determination. The parties agree that the additional actuarial reserves for purposes of calculating the “Initial Coinsurance Premium” shall be the Initial Cash Flow Testing Reserves.

“Supplementary Contracts” shall mean all supplementary contracts, whether with or without life contingencies, issued by the Company upon the Annuitization of a Reinsured Policy.

“Systems Conversion” has the meaning ascribed thereto in [Section 5.5\(c\)](#).

“Taxes” has the meaning ascribed thereto in the Purchase Agreement.

“Tax Returns” has the meaning ascribed thereto in the Purchase Agreement.

“Term Policies” means all single life 10-, 20- and 30-year level premium term life policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith that are subject to the model regulation entitled “Valuation of Life Insurance Policies Model Regulation,” commonly referred to as Regulation XXX, which were: (i) issued by the Ceding Company during the period January 1, 2010 through December 31, 2012, both days inclusive, and listed on the Policy List, (ii) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time or (iii) reinstated by the Company in accordance with [Section 5.4](#) hereof.

“Terminal Accounting and Settlement Report” has the meaning ascribed thereto in [Section 9.5](#).

“Transaction Documents” has the meaning ascribed thereto in the Purchase Agreement.

“Transferred Assets” has the meaning ascribed thereto in Section 2.15 hereof.

“Transition Services Agreement” has the meaning ascribed thereto in the Recitals.

“Trust Account” has the meaning ascribed thereto in Section 4.4(a).

“Trust Agreement” means the Trust Agreement between the Reinsurer, as grantor, the Company, as beneficiary, and the Trustee, as trustee, substantially in the form attached as Exhibit I hereto.

“Trust OC Amount” means 2.75% *multiplied by* the sum of (i) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies if this Agreement were not in effect, *plus* (ii) the Reinsurer’s Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus* (iii) the amount of any New Amendment Interest Maintenance Reserve, in each case, as of such date of determination and determined in accordance with SAP, consistently applied.

“Trustee” has the meaning ascribed thereto in Section 4.4(a).

“UCC” means the Uniform Commercial Code, as said code has been enacted in the State of New York or any other applicable jurisdiction.

“UL Policies” means all single and joint-life universal life with no-lapse guarantee policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith that are subject to the model regulation entitled “Valuation of Life Insurance Policies Model Regulation,” as clarified by Actuarial Guideline 38, commonly referred to as Regulation AXXX which were (i) issued by the Ceding Company during the period January 1, 2010 through December 31, 2012, both days inclusive and, in the case of each of (a) and (b), listed on the Policy List, (ii) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time or (iii) reinstated by the Company in accordance with Section 5.4 hereof.

“Unresolved Items” has the meaning ascribed thereto in Section 10.1(b).

Section 1.2 Construction.

- (a) For purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated.
- (b) Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.
- (c) For purposes of this Agreement, the term “including” means “including but not limited to.”

(d) Whenever used in this Agreement, the masculine gender shall include the feminine and neutral genders.

(e) All references herein to Articles, Sections, Subsections, Paragraphs, Exhibits, Annexes and Schedules shall be deemed references to Articles, Sections, Subsections and Paragraphs of, and Exhibits, Annexes and Schedules to, this Agreement, unless the context shall otherwise require.

(f) Any reference herein to any statute, agreement or document, or any section thereof, shall, unless otherwise expressly provided, be a reference to such statute, agreement, document or section as amended, modified, restated, supplemented or otherwise changed (including any successor section) and in effect from time to time.

(g) All terms defined in this Agreement shall have the defined meaning when used in any Schedule, Annex, Exhibit, certificate or other documents attached hereto or made or delivered pursuant hereto unless otherwise defined therein.

ARTICLE II COINSURANCE

Section 2.1 Scope and Basis of Reinsurance. The reinsurance provided under this Agreement applies to all Policies (collectively, the “Reinsured Policies”); provided, that “Reinsured Policies” shall not include any Supplementary Contracts or any Policies that have been subject to an Annuitization in accordance with Section 5.5(c).

Section 2.2 Reinsuring Clause. Subject to the terms and conditions of this Agreement, the Company hereby cedes and the Reinsurer hereby reinsures on a coinsurance funds withheld basis as of the Effective Time, and on a coinsurance basis as of the Amendment Date, 100% (the “Reinsurer’s Share”) of all Reinsured Liabilities.

Section 2.3 Allocation of Assets and Ceding Commission.

(a) Coinsurance Premium.

(i) On the Effective Date, the Company will allocate to the Funds Withheld Account an initial coinsurance premium that relates to the Reinsured Policies consisting of assets that are listed and that have the Statutory Book Values set forth on Annex A (the “Initial Reinsurance Assets”) and cash, equal to the Reinsurer’s Share of the following amount: (A) the Statutory Reserves held by the Company with respect to the Reinsured Policies, *plus* (B) the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *minus* (C) the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (D) the net due and deferred Premiums on the Reinsured Policies, *minus* (E) the aggregate Statutory Book Value of the EI Hedges as of the Effective Date, in the case of each of clauses (A) through (C), determined in accordance with SAP, consistently applied, as of the Effective Time (such amount, the “Initial Coinsurance Premium”). For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, for purposes of calculating the Initial Coinsurance Premium, the term “Reinsured Policies” shall not include the portion of the policies from which Net Retained Liabilities, if any, arise.

(ii) The amount of the Initial Coinsurance Premium paid on the Effective Date shall be determined on an estimated basis (the Estimated Initial Coinsurance Premium) as follows: (x) with respect to each of the items set forth in clauses (A), (B) and (C) of the definition of “Initial Coinsurance Premium” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be equal to the respective amounts set forth on the Life Reference Balance Sheet; and (y) with respect to the items set forth in clauses (D) and (E) of the definition of the “Initial Coinsurance Premium,” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be determined by the Company in good faith and in a manner consistent with the principles governing the preparation of the Life Reference Balance Sheet on an estimated basis as of the date that is three (3) Business Days prior to the Effective Date.

(iii) On the Effective Date, the Company shall deliver to the Reinsurer a statement setting forth (A) the amount of the Estimated Initial Coinsurance Premium, determined as of the date that is three (3) Business Days prior to the Effective Date, and (B) the final list of Initial Reinsurance Assets, which will be based on Annex A, and will include the Statutory Book Value of the Initial Reinsurance Assets, determined as of the date that is three (3) Business Days prior to the Effective Date.

(iv) No later than fifty (50) Business Days after the Effective Date, the Company shall deliver to the Reinsurer a statement (the Initial Coinsurance Premium Reconciliation Statement) prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (A) through (E) of the definition of the “Initial Coinsurance Premium” (such amount, the Actual Initial Coinsurance Premium) and (2) the Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date. The Initial Coinsurance Premium Adjustment shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the Actual Initial Coinsurance Premium *minus* the Estimated Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Statutory Book Value of the Initial Reinsurance Assets on the Effective Date *minus* the Statutory Book Value of the Initial Reinsurance Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 2.3(a)(ii). If the Initial Coinsurance Premium Adjustment is positive, then the Company shall increase the Funds Withheld Account Balance by such amount and shall allocate to the Funds Withheld Account additional assets having, in the aggregate, a Statutory Book Value equal to the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Initial Coinsurance Premium Adjustment is negative, then the Company shall be entitled to

decrease the Funds Withheld Account Balance by withdrawing Reinsurance Assets having, in the aggregate, a Statutory Book Value equal to the absolute value of the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(v) No later than thirty (30) Business Days following any final adjustments to the Purchase Price (as defined in the SPA) in accordance with Annex C of the SPA, the Company shall deliver to the Reinsurer a statement (the “SPA Coinsurance Premium Reconciliation Statement”) prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (A) through (E) of the definition in the “Initial Coinsurance Premium” (such amount, the “SPA Adjusted Coinsurance Premium”) and (2) the Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date. The “SPA Coinsurance Premium Adjustment” shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the SPA Adjusted Coinsurance Premium *minus* the Actual Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Statutory Book Value of the Initial Reinsurance Assets determined in connection with the calculation of the SPA Adjusted Coinsurance Premium *minus* the Statutory Book Value of the Initial Reinsurance Assets determined in connection with the calculation of the Actual Initial Coinsurance Premium. If the SPA Coinsurance Premium Adjustment is positive, then the Company shall increase the Funds Withheld Account Balance by such amount and shall allocate to the Funds Withheld Account additional assets having, in the aggregate, a Statutory Book Value equal to the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the SPA Coinsurance Premium Adjustment is negative then the Company shall be entitled to decrease the Funds Withheld Account Balance by withdrawing from the Reinsurance Assets having, in the aggregate, a Statutory Book Value equal to the absolute value of the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(b) Ceding Commission. Neither the Reinsurer nor the Company shall be required to pay a ceding commission hereunder.

Section 2.4 Net Retained Liabilities.

(a) The Company shall be solely responsible for, and the Reinsurer will cooperate reasonably to obtain all waivers and consents necessary in order to reinsure 100% of the Net Retained Liabilities under this Agreement. The Company and the Reinsurer, at the Company's reasonable instruction, shall each use their reasonable best efforts in the context of current market conditions to obtain any such waivers and consents (it being understood that the Company's and the Reinsurer's executive officers shall, to the extent reasonably appropriate, be personally engaged in that process) and promptly advise the other Party of any communications with respect to any such waivers and consents. All correspondence from the Reinsurer to any Person from whom such a waiver or consent is sought shall be in a form approved by the Company. The Company shall effect any such action with respect to such waivers and consents, including sending correspondence requesting such waivers and consents. To the extent that after the Effective Time, any written waivers or consents are obtained to reinsure a Net Retained Liability in respect of a Policy under the terms of this Agreement or the Parties otherwise agree in writing that any such waivers or consents shall not be required as a condition to coverage of such Policy hereunder, then the liability and obligation pertaining to such Policy shall no longer be deemed a Net Retained Liability for purposes of this Agreement and the liability and obligation pertaining to such Policy shall be reinsured hereunder effective as of the date of such written consent, waiver or agreement by the Parties, as applicable.

(b) With respect to any such written waiver or consent that is obtained or any such other agreement between the Parties that any such waivers or consents shall not be required as a condition to coverage hereunder, in each case, after the Effective Date:

(i) the Company shall pay the Reinsurer an amount of cash equal to the Net Retained Liability Reserve Transfer Amount with respect to such Net Retained Liability for which waiver or consent was obtained or with respect to which the Parties agreed did not require a consent or waiver as a condition to coverage hereunder;

(ii) the Company shall deliver to the Reinsurer a statement setting forth the Company's good faith calculation of the difference (whether positive or negative) between (x) the aggregate amount of the premiums and considerations, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements, reinsurance recoverables and similar amounts, received or collected by the Company in respect of the portion of the Policies from which the relevant Net Retained Liabilities arise during the period following the Effective Date and prior to the date on which such waiver or consent was obtained or with respect to which the Parties agreed such waiver or consent was not required as a condition to coverage hereunder (the "Net Retained Liabilities Adjustment Period"); and (y) the aggregate amount equal to the obligations, including any and all death claims, cash surrender benefits, policyholder dividends, reinsurance premiums, commissions and similar amounts, arising out of or relating to the portion of the Policies from which the relevant Net Retained Liabilities arise (including Extra Contractual Obligations) incurred by the Company during the Net Retained Liabilities Adjustment Period. If such amount is positive, then such amount shall be due to be paid the Company by the Reinsurer, and if

such amount is negative, then such amount shall be due to be paid to the Reinsurer by the Company, in each case, together with an amount of interest on such payment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment; and

(iii) The payment of the amounts in clauses (i) and (ii) shall be reflected in the Net Settlement for the month in which such consent or waiver was obtained and paid in accordance with Section 6.2.

(c) For the avoidance of doubt, prior to obtaining any such required written consents or waivers, or the making of any such written agreement, the portion of each Policy from which Net Retained Liabilities arise shall not be deemed to constitute a Reinsured Policy for purposes of this Agreement; provided that the Reinsurer shall provide administrative services with respect to any Net Retained Liabilities (and the associated Policies) pursuant to the Administrative Services Agreement. Except as otherwise contemplated by this Section 2.4, the Company shall bear the cost of obtaining any waivers or consents to reinsure a Net Retained Liability.

Section 2.5 Guaranty Fund Assessments and Premium Taxes

(a) Guaranty Funds Assessments. In the event the Company is required to pay an assessment on or after the Effective Date in respect of the Reinsured Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction, the portion, if any, of such assessment related to such Reinsured Policies shall be reimbursed by the Reinsurer as part of the applicable monthly settlement pursuant to Section 6.2. To the extent there is any recovery of any such assessment paid by the Reinsurer, the Company shall promptly pay the Reinsurer's Share of such recovery to the Reinsurer.

(b) Premium Taxes.

(i) The Reinsurer shall pay to the Company a provision for premium taxes and other charges, fees, taxes and assessments, including retaliatory taxes (collectively, "Premium Taxes"), incurred or imposed on or after the Effective Date in connection with premiums written or received under the Reinsured Policies. The provision for Premium Taxes shall be estimated at 1.8% of premiums received under the Reinsured Policies, as calculated on a monthly basis, and shall be paid by the Reinsurer to the Company as part of the monthly settlement pursuant to Section 6.2 and adjusted annually to an actual rate for each year as part of the monthly settlement pursuant to Section 6.2 for the second calendar month of the following year, with such monthly settlement to reflect the difference between actual Premium Taxes in respect of the Reinsured Policies (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 2.5(a)) and estimated Premium Taxes.

(ii) Each Party shall promptly notify the other in writing upon receipt by it or any of its Affiliates of notice of any pending or threatened Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes.

(iii) The Company shall have the right to control the conduct of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes, and to employ counsel of the Company's choice; provided, that the Reinsurer shall be permitted, at the Reinsurer's expense, to be present at, and to participate in, any Action related to Premium Taxes. Notwithstanding such control, the Company shall not settle, either administratively or after the commencement of litigation, any claim for Premium Taxes without providing reasonable advance written notice to, and an opportunity for prior consultation with, the Reinsurer. The Parties shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the preparation for any Premium Tax audit or other Action related to Premium Taxes, and the prosecution or defense of any Action related to any Premium Taxes or any Premium Tax Returns filed in connection with such Premium Taxes. The Parties shall reasonably cooperate with each other in the conduct of any Action related to any Premium Taxes. Any information obtained under this Section 2.5(b)(iii) shall be kept confidential, except as otherwise reasonably may be required in connection with the filing of Premium Tax Returns or claims for Premium Tax refunds or in conducting any Action related to Premium Taxes.

Section 2.6 Other Reinsurance. This Agreement is written on a "gross" basis and thus the costs and benefits of Other Reinsurance inuring on the Reinsured Policies are intended to be borne by the Reinsurer; provided, that to the extent the Other Reinsurance became unrecoverable (in accordance with the Company's ordinary-course evaluation and statutory accounting treatment) prior to the Effective Time, the recoverability of such amounts shall be borne by the Company. Other Reinsurance with respect to the Reinsured Policies shall be accounted for herein such that the Reinsurer participates in the Reinsurer's Share of any premiums, benefits, recoveries, ceding or expense allowances, other allowances and other adjustments as such amounts and such risks are paid, received or otherwise collected by the Company with respect to such Other Reinsurance, it being understood that the Reinsurer shall bear all risk of collecting third party reinsurance (except as otherwise provided in Section 3.2(c)). Risks under the terms of any agreement of Other Reinsurance as shall be terminated or recaptured with the Reinsurer's prior written consent shall be ceded automatically hereunder to the Reinsurer without any further action required, subject to the receipt by the Reinsurer of the Reinsurer's Share of any reserve transfer or similar transfer or settlement amount received by the Company from the applicable third party reinsurer. In connection with any such termination or recapture with the Reinsurer's prior written consent, the Reinsurer shall pay the Reinsurer's Share of any resulting special transfer or recapture fee incurred by the Company. The Company covenants that absent the prior written consent of the Reinsurer, the Company shall not enter into any new or change any existing reinsurance cession with respect to any of the Reinsured Policies. Notwithstanding this Section 2.6 or Section 3.2, the Company shall retain all rights and primary responsibility with respect to payments under Other Reinsurance Agreements.

Section 2.7 Policy Changes and Non-Guaranteed Elements

(a) Policy Changes. The Company agrees that it shall not make any changes in the provisions and conditions of a Reinsured Policy or an Assumed Reinsurance Agreement except with the Reinsurer's prior written consent or to the extent that any change to the terms of any Reinsured Policy is required by Applicable Law. To the extent a change is required by

Applicable Law, the Company shall, within a reasonable period of time prior to effecting such change, provide reasonably detailed written notice to the Reinsurer describing the nature of such change and the reasons for making such change. The Company shall also afford the Reinsurer, at the Reinsurer's expense, the opportunity, to the extent reasonably practicable, to object to such change under applicable administrative procedures to the same extent the Company could make such objection under Applicable Law; provided, that the Reinsurer may only object to such change in the same manner and to the same extent as it objects to any similar change required by any Applicable Law to life insurance policies and contracts of the Reinsurer that are substantially similar to the Reinsured Policies.

(b) Non-Guaranteed Elements. The Company will be responsible for determining the cost of insurance charges, loads and expense charges, credited interest rates, mortality and expense charges, administrative expense risk charges and policyholder dividends, as applicable, under the Reinsured Policies ("Non-Guaranteed Elements"); provided, that the Reinsurer may provide written recommendations regarding the Non-Guaranteed Elements to the Company and, provided that such recommendations are the same as the Non-Guaranteed Elements established by the Reinsurer for life insurance policies and contracts of the Reinsurer that are substantially similar to the Reinsured Policies and comply with the written terms of the Policies, Applicable Law and Actuarial Standards of Practice promulgated by the Actuarial Standards Board governing redetermination of non-guaranteed charges. The Company should consider any such recommendations and act reasonably and in good faith in determining whether to accept any such recommendations and shall not unreasonably delay implementation of any accepted recommendations for more than ten (10) Business Days after such recommendations are provided to the Company in writing. Notwithstanding the foregoing, the Company shall retain the responsibility for determining the Non-Guaranteed Elements.

Section 2.8 Premiums. Payment of Premiums to the Reinsurer, as Administrator pursuant to the Administrative Services Agreement, by or on behalf of a policyholder shall be deemed received by the Company. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Date by the Company for premiums, fees or other payments on or in respect of the Reinsured Policies shall be held in trust by the Company for the benefit of the Reinsurer and shall be immediately transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to the Reinsured Policies that are payable to, or to the order of, the Company and received by the Reinsurer under this Agreement.

Section 2.9 Assignment: Security Interest.

(a) The Company hereby assigns, transfers and conveys to the Reinsurer, effective as of the Effective Time, all of the Company's right, title and interest (legal, equitable or otherwise), if any, to payments (i) under the Reinsured Policies of principal and interest paid on policy loans and (ii) of the Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies. The Reinsurer and the Company hereby agree that, in connection with any termination of this Agreement, all of the Reinsurer's right, title and interest (legal, equitable or otherwise) in and to the items set forth in (i) and (ii) above shall be

immediately assigned, transferred and conveyed to the Company without any further action by the Parties. Each Party, as reasonably requested by the other from time to time, shall take all reasonably appropriate actions and execute any reasonably necessary and appropriate additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out the provisions of this Section 2.9(a).

(b) The Parties intend that at all times prior to the termination of this Agreement that the Company's assignment pursuant to Section 2.9(a) be a present assignment of all of the Company's rights, title and interest and not an assignment as collateral. However, to the extent that such assignment is not recognized as a present assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance to the Reinsurer, the Company does hereby bargain, sell, convey, assign and otherwise pledge to the Reinsurer, and grant a first priority security interest to the Reinsurer in, all of the Company's right, title and interest (legal, equitable or otherwise), if any, to payments (i) under the Reinsured Policies of principal and interest paid on policy loans and (ii) of all Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies (collectively, the "Collateral") to secure all of the Company's obligations under this Agreement.

(c) This Section 2.9 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement, including Sections 2.1, 2.2, 2.3, 2.8, 6.2 and 12.1, and the intent of this Agreement, the Company retained ownership of or any rights in the Collateral, the Reinsurer's rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 2.9 be interpreted as such.

(d) At or prior to the Effective Time, the Company shall file, and the Reinsurer is authorized to file, any and all financing statements reasonably requested by the Reinsurer in order to perfect the Reinsurer's right, title and interest under Article 9 of the UCC in and to the Collateral, and the Company shall do such further acts and things as the Reinsurer may reasonably request in order that the security interest granted hereunder may be maintained as a first priority perfected security interest; provided, that the Reinsurer shall be required to bear all out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by the Company in connection with any such action or other thing requested by the Reinsurer.

Section 2.10 Hedging.

Prior to the Hedge Termination Date:

(i) The Company shall purchase derivatives to hedge the index risk associated with the Equity Indexed Reinsured Policies (each, an "EI Hedge" and collectively, the "EI Hedges"). The Company hereby conveys, transfers and assigns to the Reinsurer, effective as of the Effective Date, a 100% interest in the gross realized and unrealized capital gains and losses in respect of the EI Hedges purchased by the Company prior to or following the Effective Date, intended to hedge the index risk associated with the Reinsurer's Share of the Equity Indexed Reinsured Policies, each such EI Hedge purchased prior to the Amendment Date is set forth on Annex C hereto. Such assignment shall occur automatically, without further action on the part of either

Party, upon the purchase by the Company of any EI Hedge or, in the case of any EI Hedges entered into prior to the Effective Date, as of the Effective Date. Following the Amendment Date, the Company shall no longer purchase, and, following the Hedge Termination Date, the Company shall no longer maintain any EI Hedges. EI Hedges assigned under this Section 2.10(a) will be accounted for as funds withheld assets payable by the Company to the Reinsurer.

(ii) The Company shall pay to the Reinsurer an amount equal to any realized and unrealized capital gains (in accordance with SAP) associated with the EI Hedges in accordance with Section 6.2.

(iii) The Reinsurer shall pay to the Company an amount equal to any realized and unrealized capital losses (in accordance with SAP) associated with the EI Hedges in accordance with Section 6.2.

(iv) The Company shall use reasonable care in its hedging activities with respect to the Reinsured Policies, and such activities shall be consistent with the applicable standards set forth in the Transition Services Agreement. In addition, the Company shall not treat the EI Hedges in any respect in a manner that is different than the manner in which it treats the hedges it enters into with respect to equity indexed policies issued by the Company that are not Equity Indexed Reinsured Policies.

(v) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the EI Hedges and to perform fully each of its obligations thereunder. The Company may not modify, amend or terminate any EI Hedge or waive any of its rights under any such EI Hedge without the Reinsurer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request and if applicable, requiring the collateralization by the Hedge Counterparty of exposure and other amounts required to be paid or delivered thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to terminate any such EI Hedge and shall, at the Reinsurer's instruction and expense, effect any discretionary action with respect to the management or administration of the EI Hedges as the Reinsurer shall reasonably request, including termination, as may be available pursuant to the terms and conditions of any EI Hedge; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such discretionary action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such discretionary action as reasonably requested by the Reinsurer. The Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer, pursue commercially reasonable management and collection efforts with respect to the EI Hedges and, in general, will reasonably cooperate with the Reinsurer in the management and administration of the EI Hedges.

(vi) Following the Effective Date, at the Reinsurer's request and expense, the Company shall cooperate with the Reinsurer and use its reasonable best efforts in the context of current market conditions to novate any EI Hedges from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Company shall promptly advise the Reinsurer of any communications with respect to any such proposed novation. All material, written correspondence from either the Company or the Reinsurer to any Hedge Counterparty in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense, the Company shall take any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an EI Hedge be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such action as reasonably requested by the Reinsurer.

Section 2.11 Existing Interest Maintenance Reserve. Set forth on Schedule 2.11 is the Reinsurer's Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities. The entirety of such Existing Interest Maintenance Reserve shall be calculated by the Company and ceded to the Reinsurer and transferred into the Funds Withheld Account, and shall be amortized as set forth on Schedule 2.11. The Company shall have no obligation to establish any such Existing Interest Maintenance Reserve.

Section 2.12 New Amendment Interest Maintenance Reserve. Set forth on Schedule 2.12 is the amount of the New Amendment Interest Maintenance Reserve. The entirety of such New Amendment Interest Maintenance Reserve shall be calculated by the Company and ceded to and held by the Reinsurer, and shall be amortized as set forth on Schedule 2.12. The Company shall have no obligation to establish any such New Amendment Interest Maintenance Reserve.

Section 2.13 Retention. Unless the New York Department of Financial Services provides its prior written consent, the Reinsurer shall not retrocede any Reinsured Liabilities in connection with any transaction or series of transactions in which such liabilities will be ceded to a special purpose financial captive insurer.

Section 2.14 Cash Flow Testing Reserves. The Reinsurer will pay to the Company the Portfolio Yield on the Initial Cash Flow Testing Reserves as part of the Net Settlement pursuant to Section 6.2.

Section 2.15 Funds Withheld Asset Transfer. On the Amendment Date, the Company will transfer to the Reinsurer, by depositing into the Trust Account, all of the assets held in the Funds Withheld Account on the Amendment Date (the "Transferred Assets"). A complete list of the Transferred Assets is set forth on Schedule 2.15.

ARTICLE III
REINSURANCE LIABILITY

Section 3.1 Reinsurance Liability. The reinsurance by the Reinsurer of the Reinsured Policies is subject to the same rates, conditions, limitations and restrictions as the insurance under the Reinsured Policies written by the Company on which the reinsurance is based. The liability of the Reinsurer hereunder on the terms described herein begins as of the Effective Time and, subject to Article IX hereof, the liability of the Reinsurer on any Reinsured Policy will terminate as and when all liability of the Company with respect to such Reinsured Policy terminates.

Section 3.2 Other Reinsurance.

(a) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the Other Reinsurance Agreements and to perform fully each of its obligations thereunder. The Company may not modify, amend, terminate or recapture any Other Reinsurance Agreement or waive any of its rights under any such agreement without the Reinsurer's prior written consent and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request, requiring the collateralization by the third party reinsurer of reserve balances and other amounts thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to recapture risks ceded under any of the Other Reinsurance Agreements or to otherwise terminate any such agreement and shall, at the Reinsurer's instruction and expense, effect any such action with respect to the management or administration of the Other Reinsurance as the Reinsurer shall reasonably request, including termination or recapture, as may be available under or with respect to the terms of any Other Reinsurance Agreement; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. Subject to the terms and conditions of the Administrative Services Agreement, the Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer (including any reasonable out-of-pocket expenses incurred by the Company), pursue commercially reasonable management and collection efforts with respect to the Other Reinsurance and, in general, will reasonably cooperate with the Reinsurer in the management of the Other Reinsurance.

(b) Following the Effective Date, at the Reinsurer's expense and reasonable request, the Company shall cooperate with the Reinsurer and shall use its reasonable best efforts in the context of current market conditions to novate any Other Reinsurance from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Parties shall promptly advise each other of any communications with respect to any such proposed novation. All correspondence from either the Company or the Reinsurer to any reinsurer under Other Reinsurance in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense (including any reasonable out-of-pocket expenses incurred by the Company), the Company shall effect any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an Other Reinsurance Agreement be novated

to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(c) The Company agrees that whenever an Other Reinsurance Agreement provides the Company with a right of set-off, the Company shall exercise such right of set-off in the event that amounts are due and unpaid from the Reinsurer. The Company shall have no obligation to pursue any claims it may have for indemnification to which it may be entitled in connection with the Other Reinsurance unless requested to do so by the Reinsurer and at the cost and expense of the Reinsurer (including reasonable out-of-pocket expenses incurred by the Company). In no event shall any such right to indemnification reduce the Reinsurer's responsibility for the risk of all Other Reinsurance.

Section 3.3 Disclaimer. The Company has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Company expressly disclaims, and makes no representations or warranties to the Reinsurer, other than those expressly contained in this Agreement. The Reinsurer has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Reinsurer expressly disclaims, and makes no representations or warranties to the Company, other than those expressly contained in this Agreement.

ARTICLE IV CERTAIN FINANCIAL PROVISIONS

Section 4.1 Credit for Reinsurance. If at any time during the term of this Agreement, the Reinsurer fails to hold and maintain all licenses, permits and authorities required under Applicable Law to enable the Company to receive statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile, the Reinsurer shall, at its sole expense, establish and maintain security in the form of letters of credit, assets held in a reinsurance trust, funds withheld arrangement or a combination thereof in a manner that meets all Applicable Laws regarding credit for reinsurance, so as to permit the Company to receive full statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile. The form of such letter of credit, trust agreement for such reinsurance trust or any funds withheld arrangement shall be approved by the New York Department of Financial Services prior to use.

Section 4.2 RBC Reports.

(a) Within forty-five (45) days following the end of the first three calendar quarters of each year during the term of this Agreement, the Reinsurer shall provide to the Company a report of its RBC Ratio as of the end of such calendar quarter, as estimated in good faith by the Reinsurer.

(b) Within five (5) Business Days of the submission by the Reinsurer to the insurance department of its domiciliary state of a report of its risk-based capital levels as of the end of the previous calendar year, but in no event later than sixty (60) days following the end of each calendar year, the Reinsurer shall provide to the Company written certification of its RBC Ratio as of the end of such calendar year.

Section 4.3 Establishment of the Funds Withheld Account

(a) On or prior to the Effective Date, the Company shall establish on its books and records a funds withheld account (the Funds Withheld Account) and allocate thereto the Initial Reinsurance Assets with a Statutory Book Value equal to the Initial Coinsurance Premium and, until the Amendment Date, shall maintain the Funds Withheld Account with assets having a Statutory Book Value equal to the Funds Withheld Account Amount determined from time to time in accordance with this Agreement (the Initial Reinsurance Assets and any other assets allocated to the Funds Withheld Account pursuant to this Agreement, the "Reinsurance Assets"). The Funds Withheld Account shall be a segregated account established by the Company. Until the Amendment Date, the Company will retain, control and own all Reinsurance Assets. Until the Hedge Termination Date, the Company shall record the Funds Withheld Account Balance on its statutory financial statements as a payable to the Reinsurer. Following the Hedge Termination Date, the Company shall no longer maintain the Funds Withheld Account.

(b) Prior to the Amendment Date, the Reinsurance Assets (other than policy loans), and, following the Amendment Date but prior to the Hedge Termination Date, the EI Hedge assets held in the Funds Withheld Account (other than the policy loans) shall be invested by the Reinsurer or by Goldman Sachs Asset Management or such other investment manager appointed by the Reinsurer with the prior written consent of the Company pursuant to an investment management agreement. The Reinsurer, Goldman Sachs Asset Management or such other investment manager appointed by the Reinsurer with the prior written consent of the Company shall have the authority to purchase EI Hedges on the account of the Company commencing (1) year following the Effective Date. For greater certainty, prior to the Amendment Date, (i) each policy loan repaid and interest payment on a policy loan shall be accounted for as a cash transfer to the Funds Withheld Account from the policyholder in an amount equal to such policy loan repayment or interest payment (and shall result in an allocation by the Company to the Funds Withheld Account of cash, assets or a combination of cash and assets, with an aggregate Statutory Book Value equal to such policy loan repayment or interest payment), and (ii) each policy loan taken by a policyholder shall be accounted for as a cash transfer from the Funds Withheld Account to such policyholder (and shall result in cash, assets or a combination of cash and assets, with an aggregate Statutory Book Value equal to the proceeds of such policy loan no longer being allocated by the Company to the Funds Withheld Account) and the Company shall establish a Reinsurance Asset in an amount equal to the outstanding balance of such policy loan and any accrued but unpaid interest thereon and shall allocate such Reinsurance Asset to the Funds Withheld Account.

(c) Assets in the Funds Withheld Account may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to pay any portion of the Net Settlement due to be paid to the Company in accordance with Sections 6.2(b) and 6.2(c) to the extent such portion is not being disputed by the Reinsurer in good faith, and any portion thereof that is due to be paid to the Reinsurer to the extent such portion is not being disputed by the Company in good faith;

(iii) to pay to the Reinsurer amounts remaining in the Funds Withheld Account, if any, after the payment of any amounts due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Company in good faith; or

(iv) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Reinsured Policies to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, (i) any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above and (ii) payments to policyholders shall not be delayed due to any good faith disputes by the Company or the Reinsurer under this Section 4.3(c).

(d) If assets are withdrawn from the Funds Withheld Account and are not immediately applied for the purposes set forth in Section 4.3(c) above, the assets improperly withdrawn from the Funds Withheld Account by the Company shall be immediately returned to the Funds Withheld Account. Until such assets are returned to the Funds Withheld Account, such assets shall be held in trust by the Company separate and apart from any other assets of the Company. The Company shall pay to the Funds Withheld Account interest on the amount of any such improperly withdrawn assets at the Applicable Rate from the date of withdrawal to the date such assets are returned to the Funds Withheld Account or paid to the Reinsurer, as applicable (the "Excess FWA Draw Interest Amount"). Such interest shall accrue monthly and shall be paid on the Business Day following the last day of each Monthly Accounting Period. The balance of the amount held or required to be so held separate and apart as of any date of determination shall be an amount (the "Excess FWA Draw Amount") equal to (i) the Statutory Book Value of assets withdrawn from the Funds Withheld Account in excess of amounts required for the purposes described in Section 4.3(c) above *minus* any amounts applied by the Company therefrom for such permissible purposes *plus* (ii) the Excess FWA Draw Interest Amount (whether or not payable as of such date of determination).

Section 4.4 Provision of Security by the Reinsurer.

(a) On the Amendment Date, the Reinsurer shall establish and fund with an amount of cash and assets having a Statutory Book Value equal to the Required Balance, calculated in good faith by the Reinsurer as of the Amendment Date, a trust account (the "Trust Account") with a Qualified United States Financial Institution unaffiliated with the Reinsurer and the Company and which is reasonably acceptable to the Reinsurer and the Company (the "Trustee") at the sole cost and expense of the Reinsurer naming the Company as sole beneficiary and shall enter into the Trust Agreement to provide security for the payment of amounts due the

Company under this Agreement. The Reinsurer shall transfer or pay into the Trust Account, and shall thereafter maintain in the Trust Account, cash and assets managed by the Reinsurer or its designee in accordance with the requirements set forth in the Trust Agreement, having a Statutory Book Value, determined in good faith by the Reinsurer on a quarterly basis, to be not less than the Required Balance.

(b) For purposes of this Agreement, the term “Required Balance”, as of any date of determination, means an amount equal to (i) (A) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies if this Agreement were not in effect, *plus* (B) the Reinsurer’s Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus* (C) the amount of any New Amendment Interest Maintenance Reserve, *less* (D) the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *less* (E) the net due and deferred Premiums on the Reinsured Policies, *less* (F) following the Amendment Date and prior to the Hedge Termination Date, the aggregate Statutory Book Value of the EI Hedges, in each case, as of such date of determination and determined in accordance with SAP (to the extent SAP is applicable), consistently applied, *plus* (ii) the Trust OC Amount. The Required Balance and the Statutory Book Value of any assets held in the Trust Account shall be calculated by the Reinsurer as of the last day of each calendar quarter, and the Reinsurer shall provide a certification with respect to such valuation, including the Statutory Book Value and Fair Market Value of the assets (both on an asset-by-asset basis and a cumulative basis), to the Company and the Trustee within thirty (30) days after the end of such quarter. If the amount of cash plus the Statutory Book Value of assets held in the Trust Account as of any quarter end is less than the Required Balance as of such quarter end, the Reinsurer shall within five (5) Business Days after such determination is made make such further deposits to the Trust Account as are required in order to restore the Required Balance as of such quarter end. If the amount of cash plus the Statutory Book Value of assets held in the Trust Account as of any quarter end is greater than the Required Balance as of such quarter end, the Reinsurer may provide notice to the Company of its desire to withdraw assets from the Trust Account, specifying the amount and type of assets to be withdrawn. Within five (5) Business Days following its delivery of such notice to the Company, the Reinsurer may withdraw such assets from the Trust Account in excess of the amount necessary to maintain such Required Balance as of the applicable quarter end in accordance with the requirements set forth in the Trust Agreement. Any disputes by the Company of the amount of the Required Balance or the valuation of any asset deposited in the Trust Account pursuant to this Section 4.4 shall be resolved in accordance with Section 11.2. Upon resolution of any such dispute in accordance with Section 11.2, either (A) the Reinsurer shall cause to be deposited additional assets that comply with Section 4.4(a) within two (2) Business Days following such resolution, such that following any such deposit, the amount of cash plus the Statutory Book Value of the assets held in the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end; or (B) the Reinsurer may withdraw assets from the Trust Account in accordance with this Section 4.4(b), such that following any such withdrawal, the amount of cash plus the Statutory Book Value of the assets held in the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end. Unless otherwise agreed upon in writing by the Company, the Reinsurer shall maintain the Trust Account until all obligations of the Reinsurer under this Agreement have been fully satisfied, as determined by the Company in its sole discretion.

(c) The Company and the Reinsurer agree that the assets maintained in the Trust Account may be withdrawn by the Company only after a default by the Reinsurer in the performance of its monetary obligations hereunder that is not being disputed by the Reinsurer in good faith, which undisputed payment default has not been cured by the Reinsurer within five (5) Business Days following its receipt of a written notice thereof delivered by the Company. The amount of any such withdrawal in excess of amounts then due to Company hereunder shall be deemed maintained in trust for the benefit of the Reinsurer and promptly returned to the Trust Account. Upon prior written notice to the Company, the Reinsurer shall have the right to substitute or exchange assets maintained in the Trust Account in accordance with the requirements set forth in the Trust Agreement.

(d) With respect to the transfer of any Transferred Assets to the Trust Account, the Reinsurer will hold valid title to all such Transferred Assets free and clear of all liens or other encumbrances, other than interests of nominees, custodians or similar intermediaries. As of the date of the transfer of any assets to the Trust Account after the Amendment Date, the Reinsurer will have good and marketable title to all such assets transferred by it to the Trust Account, all assets transferred by the Reinsurer after the Amendment Date to the Trust Account shall be transferred free and clear of any liens other than interests of nominees, custodians or similar intermediaries, and the Reinsurer will not create, incur, assume or permit any lien or other encumbrance on any of the assets held in the Trust Account, or on any interest therein or on any of the proceeds thereof, other than interests of nominees, custodians or similar intermediaries.

(e) The Reinsurer shall notify the Company in writing of any payment default occurring as to any asset in the Trust Account promptly after the Reinsurer receives notice of such default. In the event the Reinsurer determines that a delinquency of a timely payment in regard to any of the assets in the Trust Account has occurred, the Reinsurer shall inform the Company of such delinquency promptly upon such determination.

(f) Assets in the Trust Account may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Trust Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to pay any portion of the Net Settlement due to be paid to the Company from the Trust Account in accordance with Section 6.2(b) to the extent such portion is not being disputed by the Reinsurer in good faith; or

(iii) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Reinsured Policies to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above.

ARTICLE V
PLAN OF REINSURANCE

Section 5.1 Plan. Reinsurance under this Agreement is on a 100% coinsurance basis and is subject to the terms and conditions of the original policy forms for the Reinsured Policies and any amendments thereto in effect as of the Effective Date.

Section 5.2 Follow the Fortunes. The Reinsurer's liability under this Agreement shall commence on the Effective Date, and all reinsurance with respect to which the Reinsurer shall be liable by virtue of this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of premiums paid to, and reinsurance recoveries benefiting, the Company with respect to the Reinsured Liabilities and the Reinsured Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company with respect to the Reinsured Liabilities and Reinsured Policies.

Section 5.3 Reductions and Terminations. Reinsurance amounts are calculated in terms of coverages on a "per policy" basis. If the coverage of any Reinsured Policy on an insured is reduced or terminated, reinsurance under this Agreement on such Reinsured Policy will be equally reduced or terminated.

Section 5.4 Reinstatements. Reinsured Policies ceded under this Agreement shall include any Policy that is reduced, terminated, lapsed or surrendered, and later reinstated pursuant to and in accordance with its policy provisions and will be reinsured by the Reinsurer in accordance with the terms of this Agreement. The Reinsurer will retain any Premiums and interest that the Company has received for reinstatement in respect of periods on or after the Effective Date. A terminated Policy that would have been a Reinsured Policy had it been in force at the Effective Time, that later reinstates pursuant to and in accordance with its policy provisions, will be reinsured by the Reinsurer and become a Reinsured Policy. The Reinsurer will be entitled to retain any Premiums and interest for coverage on or after the Effective Date that is received for such reinstatement, and the Company will transfer to the Reinsurer the amount of reserves for such reinstated Reinsured Policy as of the Effective Date, calculated in a manner that is consistent with the reserve calculations used for the other Reinsured Policies. The date of reinsurance for such reinstated Reinsured Policies shall be the Effective Date. For the avoidance of doubt, the reinstated Policies reinsured under this Section 5.4 shall include any Policy treated as lapsed or otherwise terminated prior to the Effective Time under which the Company subsequently becomes liable as a result of a determination that the policyowner, insured or beneficiary has died prior to the lapse or termination.

Section 5.5 Contractual Conversions; Internal Replacement; Annuitizations.

(a) Any conversion, exchange or replacement policy or contract arising from the Reinsured Policies that is converted, exchanged or replaced pursuant to and in accordance with its policy terms shall be deemed to constitute a Reinsured Policy for purposes of this Agreement and, in the event of a conversion, exchange or replacement of any Reinsured Policy,

the Reinsurer shall reinsure the risk resulting from such conversion on the basis set forth hereby with respect to the Reinsured Policies provided, however, that the Reinsurer shall not be required to pay any ceding commission with respect to any such converted, exchanged or replacement policy or contract. The Reinsurer will reimburse the Company for any expenses incurred in issuing a converted, exchanged or replacement policy or contract, but only to the extent such expenses are not covered by payments made by the Reinsurer under the Transition Services Agreement.

(b) Absent the Reinsurer's prior written consent (which may be withheld in its sole discretion), the Company will not solicit owners, beneficiaries or policyholders in connection with, or sponsor or assist, directly or indirectly, in the conduct of, (and will cause each of its Affiliates to refrain from soliciting in connection with, and sponsoring or assisting, directly or indirectly, in the conduct of) any program of internal replacement under which the owners, beneficiaries or policyholders of Reinsured Policies are or would be encouraged to exchange, or assisted in the exchange of, Reinsured Policies for other insurance policies or contracts that are not reinsured under this Agreement. Should the Company or its Affiliates or any of their respective successors or assigns initiate such a program of internal replacement that would include any of the risks reinsured hereunder in violation of the preceding sentence, the Company will immediately notify the Reinsurer. For each risk reinsured hereunder that has been replaced under a program of internal replacement, the Reinsurer shall have the option, at its sole discretion, of either treating the risks reinsured as recaptured on terms reasonably acceptable to the Reinsurer or continuing reinsurance on the new policy under the terms of this Agreement without any ceding commission therefor.

(c) Until the earlier of (i) such time as the Reinsurer is able to administer the Reinsured Policies on its information technology systems or (ii) the expiration of the Transition Services Agreement (the "Systems Conversion"), in the event that a Reinsured Policy is annuitized in full under the contract provisions of such policy (each an "Annuitization"), the Company shall convert such Reinsured Policy to one or more Supplementary Contracts. At the time of such conversion, the Reinsurer shall pay to the Company an amount equal to the policy surrender value of such Reinsured Policy as of the time of the conversion (an "Annuitization Payment") as part of the Net Settlement. Upon the Annuitization of a Reinsured Policy, the Policy and any associated Supplementary Contracts, comprising such Reinsured Policy shall cease to be a Reinsured Policy under this Agreement, and, with the exception of the Annuitization Payment described in this Section 5.5(c) the Reinsurer will have no further liability with respect to such Policy or any associated Supplementary Contracts. For the avoidance of doubt, any Reinsured Policies that undergo an Annuitization following the Systems Conversion will remain Reinsured Policies and the Reinsurer will reinsure any Supplementary Contracts issued with respect to such Reinsured Policies.

Section 5.6 Policy List Errors

(a) The Company or the Reinsurer, as applicable, shall notify the other Party if any life insurance policies or contracts issued or reinsured by the Company and in force as of the Effective Date were inadvertently not included on the Policy List and are determined to be a Policy, which shall in no event include any insurance policies and contracts falling within the following lines of business: health, annuities, funding agreements, corporate-owned life insurance and bank-owned life insurance when sold on a group basis, synthetic guaranteed investment contracts and variable life or other variable business.

(b) If any policies or contracts (or components thereof) are determined to be Policies in accordance with this Section 5.6, then the Company shall transfer cash or assets, reasonably satisfactory to the Reinsurer, to the Reinsurer in an amount equal to the Statutory Reserves required to be held with respect to such Policies.

Section 5.7 Renewal Commissions. Any renewal commissions due following the Effective Date will be the responsibility of the Reinsurer and shall be paid by the Reinsurer to the Company as part of the Net Settlement pursuant to Section 6.2.

ARTICLE VI ADMINISTRATION

Section 6.1 Administrative Services.

(a) The Parties hereby agree that the Policies, Other Reinsurance Agreements and, subject to Section 2.10, the EI Hedges shall be administered in accordance with or as otherwise provided in the Administrative Services Agreement and the Transition Services Agreement. The administration of the Policies, Other Reinsurance Agreements and EI Hedges shall be at the sole cost and expense of the Reinsurer.

(b) In the event that the Reinsurer is unable to administer the Policies, Other Reinsurance Agreements and EI Hedges as provided in Section 6.1(a), the Reinsurer shall remain obligated for the costs and expenses of any replacement party providing such administration and the Reinsurer shall reimburse the Company for any such costs and expenses as part of the Net Settlement pursuant to Section 6.2.

Section 6.2 Net Settlements.

(a) For each Monthly Accounting Period, the Parties will effect a settlement on a net basis (the "Net Settlement") as contemplated in, prior to the Amendment Date, Annex B, and on or after the Amendment Date, Annex F, hereto.

(b) A report reflecting in detail the Net Settlement determinations contemplated in, prior to the Amendment Date, Annex B, and on or after the Amendment Date, Annex F, shall be prepared not later than thirty (30) calendar days after the end of each Monthly Accounting Period. For as long as required under the Transition Services Agreement, the Company shall prepare and deliver such report to the Reinsurer. After such time, the Reinsurer shall prepare and deliver such report to the Company. If a Net Settlement report reflects a balance due to the Company, the amount(s) shown as due shall be paid within ten (10) Business Days of the delivery of the report. If a Net Settlement report reflects a balance due to the Reinsurer, the amount(s) shown as due shall be paid within ten (10) Business Days after the date on which the report was delivered. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the Applicable Rate. For purposes of this section, a payment will be considered overdue on the date which is ten (10) Business Days after the date such payment is due hereunder; provided that such interest will begin to accrue from the original due date with respect to such payment. All settlements of account between the Company and the Reinsurer shall be made in cash or its equivalent.

(c) To the extent that the Reinsurer makes any direct payments to or on behalf of the Company in respect of Reinsured Liabilities or other amounts payable to the Company pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such payments shall be taken into account for purposes of determining the Net Settlement. In addition, to the extent the Reinsurer receives any Premiums or other amounts payable to the Reinsurer pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such Premiums received shall be taken into account for purposes of determining the Net Settlement.

(d) Prior to the Amendment Date, the Net Settlement report delivered in respect of each Monthly Accounting Period shall include an adjustment to the Funds Withheld Account Balance (each, a "Funds Withheld Account Adjustment"). The Funds Withheld Account Adjustment shall be calculated as an amount equal to (i) minus (ii) minus (iii), where:

(i) equals the Funds Withheld Account Amount as of the last day of the Monthly Accounting Period to which the then current Net Settlement report relates; and

(ii) equals the Funds Withheld Account Amount at the end of the immediately preceding Monthly Accounting Period, and

(iii) equals the Investment Income earned during the period from but excluding the last day of the immediately preceding Monthly Accounting Period to and including the last day of the Monthly Accounting Period to which the then current Net Settlement report relates.

(e) If the Funds Withheld Account Adjustment for any Monthly Accounting Period is positive, then the Reinsurer shall remit to the Company an amount equal to the Funds Withheld Account Adjustment in accordance with Section 6.2(b). If the Funds Withheld Account Adjustment for any Monthly Accounting Period is negative, then the Company shall remit to the Reinsurer an amount equal to the absolute value of the Funds Withheld Account Adjustment in accordance with Section 6.2(b). For purposes of calculating the Funds Withheld Account Adjustment for the first Monthly Accounting Period after the Effective Time, clause (iii) of Section 6.2(d) shall include only Investment Income earned since the Effective Time.

(f) In connection with any settlement under this Agreement, the Reinsurer shall not be obligated to pay any Excluded Reinsured Liability.

(g) Prior to the Hedge Termination Date, the Net Settlement report delivered in respect of each Accounting Period shall include an adjustment equal to the Assigned EI Hedge Proceeds Amounts, minus the Assigned EI Hedge Cost Amounts. If the adjustment for any Accounting Period is positive, then the Company shall remit to the Reinsurer an amount equal to the adjustment in accordance with this Section 6.2(b). If the adjustment for any Accounting Period is negative, then the Reinsurer shall remit to the Company an amount equal to the absolute value of the adjustment in accordance with this Section 6.2(b).

ARTICLE VII
DAC TAX

Section 7.1 DAC Tax Election. The Company and the Reinsurer hereby elect and agree under Treasury Regulations Section 1.848-2(g)(8) as follows:

(a) The Company and the Reinsurer will each attach a schedule to its federal income tax return for the first taxable year ending after the Effective Date that identifies this Agreement as a reinsurance agreement for which a joint election under Treasury Regulation Section 1.848-2(g)(8) has been made, and will otherwise file its respective federal income tax returns in a manner consistent with the provisions of Treasury Regulation Section 1.848-2 as in effect on the date this Agreement is executed;

(b) For each taxable year under this Agreement, the Party with the net positive consideration, as defined in the regulations promulgated under Section 848 of the Code, will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1) of the Code;

(c) The Company and the Reinsurer agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Code and applicable Treasury Regulations;

(d) The first tax year for which this election is effective is 2013;

(e) The Reinsurer will submit to the Company by May 15 each year its calculation of the amount of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement that the Reinsurer will report such amount of net consideration in its tax return for the preceding calendar year;

(f) The Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within thirty (30) days of the Company's receipt of the Reinsurer's calculation. If the Company does not so notify the Reinsurer, the Company will report the amount of net consideration as determined by the Reinsurer in the Company's tax return for the previous calendar year;

(g) If the Company contests the Reinsurer's calculation of the amount of net consideration, the dispute shall be resolved in accordance with Section 10.2.

Both the Company and the Reinsurer are subject to U.S. taxation under Subchapter L of Chapter 1 of the Code.

ARTICLE VIII
INSOLVENCY

Section 8.1 Insolvency. The reinsurance ceded hereunder shall be payable by the Reinsurer on the basis of liability of the Company under the Reinsured Policies without diminution because of the insolvency of the Company, directly to the Company or its liquidator, receiver or statutory successor, except where the Reinsurer, with the consent of the direct insured, has assumed the policy obligations of the Company as direct obligations of the Reinsurer to the payees under a Reinsured Policy and in substitution for the obligations of the Company to the payees. It is agreed and understood, however, that (i) in the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give the Reinsurer written notice of the pendency of a claim against the insolvent Company on a Reinsured Policy within a reasonable time after such claim is filed in the insolvency proceeding and (ii) during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defenses which it deems available to the Company, its liquidator, receiver or statutory successor

Section 8.2 Expenses. It is further understood that any expense incurred by the Reinsurer pursuant to Section 8.1 shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer. Where two or more assuming reinsurers are involved in the same claim and a majority in interest elect to interpose defenses to such claim, the expense shall be apportioned in accordance with the terms of this Agreement as though such expense had been incurred by the Company.

ARTICLE IX
TERMINATION

Section 9.1 Duration of Coinsurance. This Agreement will be effective as of the Effective Time. Subject to the provisions of this Article IX, this Agreement will remain in effect, and the reinsurance provided hereunder will remain in force, until termination of the policy or policies on which the reinsurance is based in accordance with the terms of this Agreement. Except as provided in Sections 9.3, the Reinsured Policies are not eligible for recapture by the Company.

Section 9.2 Termination. This Agreement shall terminate:

- (a) at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination; or
- (b) automatically at such time as no liability remains under this Agreement.

Section 9.3 Termination by the Company. The Company, in its sole discretion, shall have the option to terminate this Agreement upon the occurrence of any one of the following events:

(a) the Reinsurer is placed in receivership, conservatorship, rehabilitation or liquidation by any insurance regulatory authority;

(b) the Reinsurer breaches Section 4.1, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar quarter in which such breach occurs; provided that the Company shall have no right to terminate if the Reinsurer cannot take any action reasonably required for the Company to receive statutory reserve credit without the reasonable cooperation of the Company and the Company shall not have reasonably cooperated with the Reinsurer; provided, further, that it shall be deemed unreasonable to require the Company to cooperate in the event such cooperation would impose on the Company any cost and the Reinsurer has not agreed to be responsible for such cost;

(c) the Reinsurer fails to pay any material amount due to the Company under this Agreement and (i) such amount is not subject to a good faith dispute and (ii) such failure is not cured within ten (10) Business Days following the Reinsurer's receipt of written notice of such failure from the Company; or

(d) in the event that (i) the Reinsurer's RBC Ratio is less than 175% or (ii) the Reinsurer fails to provide its RBC Ratio in accordance with Section 4.2 and, upon delivery of written notice from the Company to the Reinsurer, the Reinsurer shall fail to provide its RBC Ratio within ten (10) Business Days following such notice.

Section 9.4 Termination by the Reinsurer. Upon the occurrence of a Reinsurer Termination Event, the Reinsurer shall have the right (but not the obligation) to terminate this Agreement by providing written notice to the Company of its intent to terminate. Termination of this Agreement shall be effective on the date specified in such notice, provided that such date shall not be prior to the date on which the Termination Event occurred. Upon termination of this Agreement pursuant to this Section 9.4, the Company shall be deemed to have recaptured and reassumed all Reinsured Liabilities. Recapture of the Reinsured Policies shall be effective on the date specified in the notice of termination.

Section 9.5 Settlement Upon Termination. Upon the termination of this Agreement by the Company pursuant to Section 9.3 or by the Reinsurer pursuant to Section 9.4, subject to payment by the Reinsurer of any amounts due to the Company pursuant to this Section 9.5 and the payment by the Company of any amounts due to the Reinsurer pursuant to this Section 9.5, the Company shall recapture all liabilities previously ceded to the Reinsurer and the Reinsurer's liability under this Agreement will terminate (provided, that such termination shall not relieve any Party of any pre-termination breach of this Agreement). The Company shall prepare a Net Settlement report for the period commencing on the first day of the then-current Monthly Accounting Period and ending on the date this Agreement is terminated pursuant to Sections 9.3 or 9.4. On the tenth Business Day following the delivery of such Net Settlement report (a) the applicable Party shall pay any amounts due and owing by such Party on such Net Settlement report; (b) the Reinsurer shall transfer to the Company cash and assets with an aggregate Fair Market Value equal to 100% of an amount equal to: (i) the Reinsurer's Share of the Statutory Reserves held by the Company with respect to the Reinsured Policies, *plus* (ii) the Reinsurer's Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus*

(iii) the amount of any new interest maintenance reserve created at the time of recapture as a result of such recapture divided by 65% *plus* (iv) the amount of any New Amendment Interest Maintenance Reserve that remains unamortized as of the date of termination divided by 65%, *minus* (v) the Reinsurer's Share of the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (vi) the Reinsurer's Share of net due and deferred Premiums on the Reinsured Policies reduced by advances thereon, in each case, determined by the Company in accordance with SAP, consistently applied, as of the date of termination (such amount, the "Reinsurer Termination Payment"); and (c) the Company shall pay to the Reinsurer cash equal to the amount of any cash and assets withdrawn by the Company or any successor by operation of law, including any liquidator, rehabilitator, receiver or conservator of the Company, from the Trust Account prior to the date of termination, and not used to satisfy claims of policyholders under the Reinsured Policies prior to the date of termination or to otherwise pay amounts due to the Company pursuant to this Agreement (the "Company Termination Payment"); provided, that, for the avoidance of doubt, the Reinsurer Termination Payment and the Company Termination Payment shall be determined on a net basis and only the balance shall be due and payable by the Reinsurer or the Company, as the case may be. In the event that a balance is due and payable by the Company, the Company shall pay such balance to the Reinsurer in cash by wire transfer of immediately available funds. In the event that a balance is due and payable by the Reinsurer, the Reinsurer shall pay such balance to the Company in cash by wire transfer of immediately available funds. Any dispute by either Party of the Company Termination Payment or the Reinsurer Termination Payment shall be resolved in accordance with Section 10.2.

ARTICLE X
RESOLUTION OF CERTAIN DISPUTES

Section 10.1 Disputes over Actual Initial Coinsurance Premium Calculations and SPA Adjusted Coinsurance Premium

(a) Within thirty (30) days following its receipt from the Company of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, (such period, a "Review Period"), the Reinsurer shall either (i) notify the Company in writing of its agreement with the calculation of the Actual Initial Coinsurance Premium or SPA Adjusted Coinsurance Premium, as applicable, set forth therein ("Notice of Agreement"); or (ii) if the Company determines that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein either (x) have not been prepared on the basis set forth in Section 2.3 or in Section 5.8 of the Purchase Agreement or (y) contain or reflect mathematical errors, inform the Company in writing of its objection (the "Reinsurer's Objection"), which notice shall set forth in reasonable detail a description of the basis of the Reinsurer's Objection and the adjustments to such Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable or the calculations reflected therein that the Reinsurer requests be made. The Company, as applicable, shall, following the Effective Date through the date that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, becomes final in accordance with the last sentence of Section 10.1(c), take all actions necessary or desirable to maintain and

preserve all accounting books, records, policies and procedures on which such Initial Coinsurance Premium Reconciliation Statement or SPA Premium Reconciliation Statement, as applicable, are based or on which the finalized Initial Coinsurance Premium Adjustment or SPA Coinsurance Premium Adjustment, as applicable, are to be based so as not to impede or delay the determination of the finalized Actual Initial Coinsurance Premium, the finalized SPA Adjusted Coinsurance Premium, the finalized Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date or the preparation of the Reinsurer's Objection in the manner and utilizing the methods permitted by this Agreement. Upon receipt by the Company of a Notice of Agreement from the Reinsurer or if no Reinsurer's Objection is received by the Company prior to the expiration of the Review Period, the Actual Initial Coinsurance Premium, the SPA Adjusted Coinsurance Premium and the Reinsurer's calculation of the Initial Coinsurance Premium Adjustment (as set forth in the Initial Coinsurance Premium Reconciliation Statement) and the SPA Coinsurance Premium Adjustment (as set forth in the SPA Coinsurance Premium Reconciliation Statement) shall be deemed to have been accepted by the Reinsurer and will become final and binding upon the Parties in accordance with the last sentence of Section 10.1(c).

(b) If the Reinsurer timely delivers a Reinsurer's Objection to the Company, the Company shall have thirty (30) days from the date of such delivery to review and respond to such Reinsurer's Objection (the "Consultation Period"). The Parties shall use reasonable, good faith efforts to resolve any disagreements that they may have with respect to the matters set forth in the Reinsurer's Objection. If the Parties are unable to resolve all of their disagreements with respect to the matters set forth in the Reinsurer's Objection within ten (10) Business Days following the expiration of the Consultation Period, then the Parties shall submit all matters that remain in dispute with respect to the Reinsurer's Objection (along with a copy of the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein, marked to indicate those line items that are still in dispute) to an independent internationally recognized accounting firm of independent certified public accountants with appropriate actuarial expertise mutually agreed by the Parties (the "CPA Firm"), which shall, acting as an expert and not as an arbitrator, make a final determination, on the basis of the standards set forth in Section 2.3 hereof, and only with respect to any remaining differences submitted to the CPA Firm, in accordance with this Section 10.1(b), of the appropriate amount of each line item in the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein as to which the Parties disagree (such items that remain in dispute, the "Unresolved Items").

(c) The Parties shall instruct the CPA Firm to deliver its written determination to the Reinsurer and the Company no later than fifteen Business Days after the Unresolved Items are referred to the CPA Firm. The CPA Firm's determination shall include a certification that it reached such determination in accordance with this Section 10.1(c) and shall be conclusive and binding upon the Parties, absent fraud or clear and manifest error. With respect to each Unresolved Item, the CPA Firm's determination, if not in accordance with the position of either the Company or the Reinsurer, shall not be more favorable to the Reinsurer than the amounts advocated by the Reinsurer in the Reinsurer's Objection or more favorable to the Company than the amounts advocated by the Company in the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement or the Company's

calculations of the amounts set forth therein with respect to such disputed line item and/or calculation. For the avoidance of doubt, (i) the CPA Firm's review of the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein shall be limited to a determination of whether such documents and calculations were prepared in accordance with [Section 2.3](#), and (ii) the CPA Firm shall not review any line items or make any determination with respect to any matters other than the Unresolved Items that were referred to the CPA Firm for resolution pursuant to this [Section 10.1\(c\)](#). The determination of the amounts set forth in the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, that are final and binding on the Parties, as determined either through (1) the Reinsurer's delivery of a Notice of Agreement pursuant to [Section 10.1\(a\)](#), (2) the Reinsurer's failure to deliver Reinsurer's Objection prior to expiration of the Review Period pursuant to [Section 10.1\(a\)](#), (3) agreement by the Parties during the Consultation Period or (4) the determination of the CPA Firm pursuant to this [Section 10.1\(c\)](#) are referred to herein as the "finalized Actual Initial Coinsurance Premium," the "finalized Initial Coinsurance Premium Adjustment," the "finalized Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date," the "finalized SPA Adjusted Coinsurance Premium," and the "finalized SPA Coinsurance Premium Adjustment," as the case may be.

(d) The Parties agree that judgment may be entered upon the CPA Firm's determination in any court having jurisdiction over the Reinsurer or the Company or their respective assets, as the case may be. The fees and disbursements of the CPA Firm shall be paid by the Parties in proportion to those matters submitted to the CPA Firm that are resolved against that Party, as such fees and disbursements are allocated by the CPA Firm in accordance with this [Section 10.1](#) at the time of the CPA Firm's determination. At any time following delivery of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, the Reinsurer shall provide to the Company and its Representatives full access to books and records and other information with respect to the Reinsured Policies and the Net Retained Liabilities, including work papers of its accountants (subject to execution by the Company and/or its Representatives, as applicable, of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants), and to any employees during regular business hours and on reasonable advance notice, to the extent necessary for the Company to prepare the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement or to prepare materials for presentation to the CPA Firm. The Parties shall make readily available to the CPA Firm, during regular business hours and on reasonable advance notice, interviews with such employees, and all relevant information, books and records and any work papers of their respective accountants (in each case, subject to execution by the CPA Firm of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants) relating to the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and any Unresolved Items and all other items reasonably required by the CPA Firm to fulfill its obligations under [Section 10.1\(c\)](#). In acting under this [Section 10.2](#), the CPA Firm will be entitled to the privileges and immunities of an arbitrator.

(e) For the avoidance of doubt, this [Section 10.1](#) shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

Section 10.2 Disputes over Calculations. After the Effective Date, any dispute between the Parties with respect to the calculation of amounts that are to be calculated or reported pursuant to this Agreement (other than disputes with respect to the Actual Initial Coinsurance Premium and the SPA Adjusted Initial Coinsurance Premium, which shall be resolved in accordance with Section 10.1 hereof), including disputes with respect to any Net Settlement, calculations relating to DAC tax or the amount of the Reinsurer Termination Payment or the Company Termination Payment, that cannot be resolved by the Parties within sixty (60) calendar days, shall be referred to an independent accounting firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties; provided, however, that where the dispute involves an actuarial issue, the dispute shall instead be referred to an independent actuarial firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties. Within twenty (20) Business Days following the selection of the accounting firm or actuarial firm, as applicable, the Parties shall submit their positions and supporting documentation to such accounting firm or actuarial firm. Within forty (40) Business Days of such submission, the accounting firm or actuarial firm, as applicable, shall, in light of the evidence provided by both Parties, determine the calculations in dispute within the range of difference between the Reinsurer's position thereto and the Company's position thereto. There shall be no appeal from the decision made by such firm, which shall be final and binding (absent fraud or clear and manifest error), except that, either Party may petition a court having jurisdiction over the other Party or its assets to reduce the arbitrator's decision to judgment. The fees charged by the accounting firm or actuarial firm, as applicable, to resolve the dispute shall be allocated between the Company and the Reinsurer by such firm in accordance with its judgment as to the relative merits of the Parties' positions in respect of the dispute. For the avoidance of doubt, this Section 10.2 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification of the Reinsurer by the Company. From and after the Effective Date, the Company shall indemnify, defend and hold harmless the Reinsurer and its officers, directors and authorized Representatives (the "Reinsurer Indemnified Parties") from and against, and pay and reimburse the Reinsurer Indemnified Parties for, all Losses imposed on, sustained, incurred or suffered by, or asserted against, the Reinsurer Indemnified Parties (a) solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer or (b) arising out of any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Reinsurer pursuant to the Administrative Services Agreement; provided, however, that the Company shall have no obligation to indemnify, defend and hold harmless the Reinsurer Indemnified Parties for any Reinsured Liabilities.

Section 11.2 Indemnification of the Company by the Reinsurer. From and after the Effective Date, the Reinsurer shall indemnify, defend and hold harmless the Company, and its officers, directors and authorized Representatives (the “Company Indemnified Parties”) from and against, and pay and reimburse the Company Indemnified Parties for, all Losses imposed on, sustained or incurred or suffered by, or asserted against, the Company Indemnified Parties to the extent such Losses (a) constitute Reinsured Liabilities, (b) arise out of any breach or nonfulfillment by the Reinsurer of, or any failure by the Reinsurer to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Company or its Affiliates pursuant to the Transition Services Agreement, (c) arise out of written instructions of the Reinsurer given pursuant to Section 3.2 hereof, or (d) arise out of the Company following a written recommendation of the Reinsurer given in accordance with Section 2.7(b).

ARTICLE XII CONFIDENTIALITY

Section 12.1 Confidentiality. Except as provided in the Other Transaction Agreements, each of the Reinsurer and the Company agrees to hold any Confidential Information with respect to the other Party in strictest confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed in any form by any means by it or by its Affiliates, employees, advisors, agents or administrators (collectively, “Representatives”) to third parties of any kind or used by it or its Representatives for any purpose other than the performance of its obligations under this Agreement; provided that the foregoing obligation shall not prohibit disclosure of any such information (a) if required by Applicable Law or stock exchange rules, or if required or requested by any Governmental Entity (provided in the case of this clause (a) that the disclosing party shall allow (to the extent permitted by Applicable Law and reasonably practicable) the other Party a reasonable opportunity to comment on such disclosure in advance of such disclosure); (b) to the disclosing Party’s Representatives, auditors or ratings agencies, provided, that such Representatives, auditors or ratings agencies are made aware of the provisions of this Article XII; (c) to the extent that the information has been made public by or on behalf of, or with the prior consent of, the non-disclosing Party; (d) if required in connection with any report required to be filed or submitted with any Governmental Entity; (e) to a retrocessionaire of the Reinsurer; (f) to the extent reasonably necessary in connection with any dispute with respect to this Agreement; and (g) as necessary for the Reinsurer to perform its obligations as Administrator under the Administrative Services Agreement. The Reinsurer agrees to hold medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of Policies in confidence to the extent required to be held in confidence under Applicable Law and the Reinsurer’s privacy policy or policies and shall establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of such information which are no less rigorous than those maintained by Reinsurer for its own information of a similar nature. Notwithstanding anything to the contrary, for purposes of this Section 12.1, the Reinsurer, in its capacity as Administrator on behalf of the Company, shall not be considered an advisor, agent or administrator of the Company.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

Section 13.1 Representations and Warranties of Reinsurer. The Reinsurer hereby represents and warrants to the Company as of the Effective Time:

(a) Organization, Standing and Authority. The Reinsurer is a corporation duly organized and validly existing under the laws of the State of Massachusetts and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Reinsurer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(b) Authorization. The Reinsurer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Reinsurer, and, subject to the due execution and delivery by the Company, this Agreement is valid and the binding obligation of the Reinsurer, enforceable against the Reinsurer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Reinsurer or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Reinsurer, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Reinsurer of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Reinsurer, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Reinsurer is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Reinsurer, (iv) violate any Applicable Law

or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Reinsurer's business or necessary to enable the Reinsurer to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Reinsurer in connection with this Agreement or the transactions contemplated hereby.

Section 13.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Reinsurer as of the Effective Time:

(a) Organization, Standing and Authority. The Company is a corporation duly organized and validly existing under the laws of the State of New York and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(b) Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Company, and, subject to the due execution and delivery by the Reinsurer, this Agreement is valid and the binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Company or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Company's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Company, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Company, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Company is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Company, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Company's business or necessary to enable the Company to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Company in connection with this Agreement or the transactions contemplated hereby.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1 Errors and Omissions. If any delay, omission, error or failure to pay amounts due or to perform any other act required by this Agreement is caused by mistake, misunderstanding or oversight, the Parties will equitably adjust the situation to what it would have been had the mistake, misunderstanding or oversight not occurred, and the reinsurance provided hereunder will not be invalidated. Should it not be possible to adjust the situation, it will be resolved in accordance with dispute resolution procedures mutually selected by the Parties.

Section 14.2 Offset and Recoupment. The Company or the Reinsurer may offset or recoup any undisputed balance or amount due from one Party to the other Party under this Agreement; provided, that in the event of the insolvency of the Company, offsets shall only be allowed in accordance with New York Insurance Law Section 7427. The right of setoff shall not be affected or diminished because of the insolvency of either Party.

Section 14.3 Expenses. Except as otherwise provided in this Agreement each Party shall bear its own costs and expenses incurred in connection with the transactions contemplated by this Agreement. All transfer, sales, use, value added, excise, stock transfer, documentary, stamp, recording, registration and any similar taxes that become payable as a result of the allocation of the Initial Reinsurance Assets to the Funds Withheld Account (including any real property transfer tax and any similar tax) shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Reinsurer.

Section 14.4 Parties to this Agreement. This is an agreement for indemnity reinsurance solely between the Company and the Reinsurer. The performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The acceptance of risks under this Agreement shall create no right or legal relationship between the Reinsurer and the insured, owner or beneficiary of any insurance policy or other contract of the Company.

Section 14.5 Authority. Neither the Company nor the Reinsurer shall have any power or authority to act for or on behalf of the other except as expressly granted herein or in the Administrative Services Agreement or Transition Services Agreement, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein. No employee or agent of either Party shall be considered an employee or agent of the other.

Section 14.6 No Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written approval of the other Party. Notwithstanding the foregoing, the Reinsurer shall not be prohibited from further transfer of risks accepted hereunder on a retrocession or other basis without the prior approval of the Company; provided that any transfer shall not relieve the Reinsurer of its obligations under this Agreement.

Section 14.7 Notices. Any notice, approval, request, consent, instruction, or other document to be given hereunder by any Party hereto to the other Party hereto will be delivered by personal delivery, overnight express or facsimile (followed by telephone confirmation with the intended recipient), as follows:

If to the Company, to:

Athene Life Insurance Company of New York
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Telephone: (515) 342-3160
Facsimile: (877) 733-8593
Attention: Erik H. Askelsen
Email: easkelsen@athene.com

with a copy (which shall not constitute notice) to:

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, IA 50266
Attention: Erik Askelsen
Email: legal@athene.com

and

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Reinsurer, to:

First Allmerica Financial Life Insurance Company
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772
Telephone: (508) 460-2408
Facsimile: (212) 493-9888
Attn: Scott Silverman, Esq.

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909 6647
Facsimile: (212) 909 6836
Attn: John M. Vasily, Esq.
Thomas M. Kelly, Esq.

or at such other address for a Party as will be specified by like notice. Each notice or other communication required or permitted under this Agreement that is addressed as provided in this [Section 14.7](#) will be deemed given upon delivery.

Section 14.8 [Severability](#). If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Company or the Reinsurer under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 14.9 [Announcements](#). Except as required by Applicable Law or in connection with public disclosure to investors or analysts, the content and timing of public announcements by either Party concerning the transactions contemplated by this Agreement must be approved in advance by both Parties, but such approval shall not be unreasonably withheld, conditioned or delayed.

Section 14.10 Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits to this Agreement are attached hereto and are incorporated herein by reference. The provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) shall be deemed to control in the event of any inconsistency or conflict between the provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) and the Schedules, Annexes and Exhibits attached hereto.

Section 14.11 Entire Agreement. This Agreement (including all Exhibits, Annexes and Schedules hereto), and the Other Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, between the Parties with respect to the subject matter of this Agreement and such other agreements. Except as set forth in Sections 11.1 and 11.2 with respect to the Reinsurer Indemnified Parties and the Company Indemnified Parties, this Agreement is not intended to and shall not confer upon any Person other than the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns any rights or remedies.

Section 14.12 Binding Effect. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective permitted assignees and successors (including any liquidator, rehabilitator, receiver or conservator of a Party).

Section 14.13 Waiver and Amendment. This Agreement may be modified or amended only by a writing duly executed by the Company and the Reinsurer. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. A waiver must be in writing and must be executed by such Party. A waiver on any occasion shall not be deemed to be a waiver of the same or any term or condition on a future occasion.

Section 14.14 Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

Section 14.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Section 14.16 No Prejudice. The Parties agree that this Agreement has been jointly negotiated and drafted by the Parties hereto and that the terms hereof shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting.

Section 14.17 Governing Law; Jurisdiction; Enforcement.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof.

(b) Subject to Section 10.1 and Section 10.2, each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered, sent or mailed in accordance with Section 14.7, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.17.

Section 14.18 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that the other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date first written above.

ATHENE LIFE INSURANCE COMPANY OF NEW YORK

By: _____
Name:
Title:

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

By: _____
Name:
Title:

[Signature Page to Coinsurance Agreement]

Schedule 1.1(i)

Assumed Reinsurance Agreements

None.

Schedule 1.1(ii)

Other Reinsurance

1. Automatic/Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated as of August 18, 2008.
2. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated as of August 18, 2008.
3. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and General Re, dated as of April 1, 2009.
4. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Hannover, dated as of August 16, 2010.
5. Automatic/Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated as of November 8, 2008.
6. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated as of November 8, 2008.
7. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated August 18, 2008.
8. Automatic YRT Reinsurance Agreement, by and between ALACNY and Scor, dated as of August 16, 2010.
9. Automatic Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of January 25, 2010.
10. Auto Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of August 16, 2010.

Schedule 2.11

Existing Interest Maintenance Reserve

[See attached.]

Section 2.11

Existing Interest Maintenance Reserve (Non-Financed NLG)

The Parties will work together to develop the IMR amortization schedule based upon the actual disposal information, producing an amortization schedule to be added to this agreement. At the time of this agreement's execution, the best estimates of IMR are

IMR (based on 8/31 experience): \$1,480,203

Schedule 2.12

New Amendment Interest Maintenance Reserve

[See attached.]

Schedule 2.15

Amendment Date Funds Withheld Assets

[See attached.]

Annex A

List of Initial Reinsurance Assets

[See attached.]

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	055451AH1-1-526	01-Apr-19	055451AH1	BHP BILLITON FINANCE (USA) LTD	3,000,000.00	3,000,000.00	2,993,946.54	3,595,821.00	95,333.33
Available	05950WAF5-1-526	10-Jul-46	05950WAF5	BANC OF AMERICA COMMERCIAL MOR	6,000,000.00	6,000,000.00	5,992,346.11	6,582,402.00	24,414.00
Available	07387MAE9-1-526	11-Mar-39	07387MAE9	BEAR STEARNS COMMERCIAL MORTGA	6,000,000.00	6,000,000.00	5,986,530.12	6,506,490.00	24,310.00
Available	14170TAB7-1-513	01-Aug-19	14170TAB7	CAREFUSION CORP	1,000,000.00	1,000,000.00	989,072.92	1,144,714.00	9,916.67
Available	14912L4D0-4-513	01-Oct-18	14912L4D0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	14912L4D0-1-525	01-Oct-18	14912L4D0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	14912L4D0-1-526	01-Oct-18	14912L4D0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	14912L4D0-1-527	01-Oct-18	14912L4D0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	205887AX0-1-529	15-Sep-30	205887AX0	CONAGRA FOODS INC	1,000,000.00	1,000,000.00	1,294,798.85	1,272,049.00	2,750.00
Available	24422EQF9-1-527	13-Apr-17	24422EQF9	JOHN DEERE CAPITAL CORP	3,000,000.00	3,000,000.00	2,992,862.02	3,383,691.00	75,166.67
Available	251799AA0-4-513	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	2,300,000.00	2,300,000.00	2,668,908.61	3,000,333.90	82,282.50
Available	25468PCR5-1-529	01-Dec-41	25468PCR5	WALT DISNEY COMPANY (THE)	3,000,000.00	3,000,000.00	2,965,833.60	2,788,764.00	39,875.00
Available	26441YAT4-1-526	15-Aug-19	26441YAT4	DUKE REALTY LP	1,000,000.00	1,000,000.00	999,717.05	1,244,023.00	9,625.00
Available	26884AAY9-1-527	15-Jul-20	26884AAY9	ERP OPERATING LIMITED PARTNERS	3,000,000.00	3,000,000.00	2,983,018.01	3,239,349.00	40,375.00
Available	278865AM2-1-526	08-Dec-41	278865AM2	ECOLAB INC	5,000,000.00	5,000,000.00	4,949,374.36	5,405,770.00	83,263.89
Available	316773CH1-1-526	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	2,000,000.00	2,000,000.00	1,592,563.43	2,575,302.00	11,916.67
Available	36962G3P7-1-526	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	3,000,000.00	3,000,000.00	2,993,153.84	3,311,754.00	35,739.58
Available	36962G4B7-1-526	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	2,000,000.00	2,000,000.00	1,970,974.10	2,473,974.00	29,409.72
Available	37247DAL0-1-526	15-Dec-16	37247DAL0	GENWORTH FINANCIAL INC	2,000,000.00	2,000,000.00	1,997,512.93	2,371,132.00	48,875.00
Available	38141GFD1-2-513	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	2,675,000.00	2,675,000.00	2,779,975.99	2,825,787.08	88,275.00
Available	413875AN5-1-513	15-Dec-40	413875AN5	HARRIS CORPORATION	5,000,000.00	5,000,000.00	5,191,349.26	5,402,070.00	87,125.00
Available	427866AE8-1-526	15-Feb-21	427866AE8	HERSHEY COMPANY THE	1,000,000.00	1,000,000.00	1,038,175.60	1,304,331.00	10,266.67
Available	456866AG7-1-526	15-Aug-21	456866AG7	INGERSOLL-RAND CO.	1,000,000.00	1,000,000.00	1,028,137.83	1,273,876.00	10,500.00
Available	459056JS7-1-525	01-Sep-16	459056JS7	INTERNATIONAL BANK FOR RECONST	1,000,000.00	1,000,000.00	974,589.92	1,208,435.00	5,958.33
Available	459200AP6-2-528	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	2,000,000.00	2,000,000.00	2,285,321.39	2,713,696.00	45,916.67
Available	459200AP6-1-529	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	2,000,000.00	2,000,000.00	2,284,225.01	2,713,696.00	45,916.67
Available	46625YQR7-1-526	12-Sep-37	46625YQR7	JP MORGAN CHASE COMMERCIAL MOR	9,500,000.00	9,500,000.00	9,405,278.91	10,009,798.50	33,585.14
Available	46629GAE8-1-513	12-May-45	46629GAE8	JP MORGAN CHASE COMMERCIAL MOR	4,000,000.00	3,937,184.57	3,721,958.04	4,319,182.03	15,787.24
Available	50179MAE1-1-526	15-Sep-39	50179MAE1	LB-UBS COMMERCIAL MORTGAGE TRU	5,000,000.00	5,000,000.00	4,695,147.74	5,501,105.00	11,937.78
Available	546268AG8-1-513	01-Dec-23	546268AG8	LOUISIANA LAND AND EXPLORATION	2,000,000.00	2,000,000.00	1,939,672.87	2,582,862.00	49,300.00
Available	565849AB2-1-526	15-Mar-32	565849AB2	MARATHON OIL CORP	2,900,000.00	2,900,000.00	2,956,608.39	3,437,892.00	6,573.33
Available	58013MEF7-2-513	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	2,235,000.00	2,235,000.00	2,646,321.86	2,780,514.33	10,169.25
Available	61754JAF5-1-526	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC_0	4,000,000.00	4,000,000.00	4,059,247.88	4,522,364.00	16,800.25
Available	61757LAE0-2-526	11-Jan-43	61757LAE0	MORGAN STANLEY CAPITAL I MSC_0	11,496,000.00	11,496,000.00	11,557,432.99	13,376,860.56	53,629.83
Available	655664AH3-1-526	15-Mar-28	655664AH3	NORDSTROM INC	2,000,000.00	2,000,000.00	2,018,110.88	2,465,212.00	4,633.33
Available	694308GE1-1-513	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	2,500,000.00	2,500,000.00	2,403,628.67	2,784,850.00	10,923.61
Available	70213BAA9-1-524	01-Jun-20	70213BAA9	PARTNERRE FINANCE B LLC	1,000,000.00	1,000,000.00	999,027.84	1,093,406.00	17,722.22
Available	718507BH8-1-527	15-Jul-18	718507BH8	CONOCOPHILLIPS	3,000,000.00	3,000,000.00	3,001,306.71	3,618,510.00	39,900.00
Available	74340XAN1-6-526	30-Oct-19	74340XAN1	PROLOGIS LP	2,000,000.00	2,000,000.00	1,996,030.17	2,450,422.00	60,229.17
Available	74432QBG9-1-526	15-Jun-19	74432QBG9	PRUDENTIAL FINANCIAL INC	2,000,000.00	2,000,000.00	2,029,931.20	2,472,012.00	41,791.67
Available	760759AN0-1-513	15-May-41	760759AN0	REPUBLIC SERVICES INC	3,000,000.00	3,000,000.00	2,983,226.03	3,217,602.00	62,700.00
Available	760759AN0-1-526	15-May-41	760759AN0	REPUBLIC SERVICES INC	3,000,000.00	3,000,000.00	2,983,226.03	3,217,602.00	62,700.00
Available	780641AH9-1-513	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	1,000,000.00	1,000,000.00	1,257,101.13	1,279,597.00	40,944.44
Available	806605AG6-1-526	01-Dec-33	806605AG6	MERCK & CO INC	3,000,000.00	3,000,000.00	3,352,476.98	3,816,744.00	62,833.33
Available	822582AD4-1-513	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	2,000,000.00	2,000,000.00	2,258,608.08	2,497,876.00	36,125.00
Available	842400FF5-1-526	15-Jan-37	842400FF5	SOUTHERN CALIFORNIA EDISON COM	3,800,000.00	3,800,000.00	3,781,472.05	4,253,005.60	42,180.00
Available	867914AH6-1-513	15-Feb-26	867914AH6	SUNTRUST BANKS INC	3,000,000.00	3,000,000.00	2,882,040.01	3,190,659.00	21,000.00
Available	87236YAA6-1-524	01-Dec-19	87236YAA6	TD AMERITRADE HOLDING CORPORAT	1,000,000.00	1,000,000.00	1,009,363.19	1,163,615.00	18,044.44
Available	88163VAD1-1-526	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	2,850,000.00	2,850,000.00	2,871,483.21	3,291,191.40	27,265.00
Available	8935268Z9-1-526	15-Jan-39	8935268Z9	TRANSCANADA PIPELINES LIMITED	3,957,000.00	3,957,000.00	4,560,512.96	5,290,006.46	60,344.25
Available	911308AA2-1-513	01-Apr-20	911308AA2	UNITED PARCEL SERVICE OF AMERI	2,000,000.00	2,000,000.00	2,026,373.60	2,604,080.00	81,888.89

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	91159HHB9-1-525	15-Nov-16	91159HHB9	US BANCORP	17,000,000.00	17,000,000.00	16,972,175.82	17,501,942.00	137,133.33
Available	91913YAE0-1-513	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	2,500,000.00	2,500,000.00	2,715,756.15	2,924,780.00	84,375.00
Available	92857TAH0-1-526	15-Feb-30	92857TAH0	VODAFONE GROUP PLC	3,000,000.00	3,000,000.00	2,965,941.49	3,791,769.00	27,562.50
Available	931142BF9-1-513	15-Feb-30	931142BF9	WAL-MART STORES INC	2,000,000.00	2,000,000.00	2,427,088.77	2,686,728.00	17,616.67
Available	93976AAH5-1-513	01-Jul-40	93976AAH5	WASHINGTON ST CONV CENTER PUBL	4,250,000.00	4,250,000.00	4,250,000.00	4,714,440.00	68,937.36
Available	94973VBB2-1-513	15-Jan-43	94973VBB2	WELLPOINT INC	3,424,000.00	3,424,000.00	3,262,721.65	3,155,760.42	31,843.20
Available	962166AS3-1-526	15-Jul-23	962166AS3	WEYERHAEUSER COMPANY	1,700,000.00	1,700,000.00	1,749,708.90	1,985,023.70	24,225.00
Available	98389BAH3-1-513	01-Jul-36	98389BAH3	XCEL ENERGY INC	2,500,000.00	2,500,000.00	2,483,244.05	3,016,802.50	38,819.44

Annex B

Pre-Amendment Date Net Settlements

[See attached.]

Monthly Accounting Report

For the Monthly Accounting Period ending on

<u>Section 1: Policy cash flows to/(from) Ceding Company (gross)</u>	
First Year Premium (net of returns and refunds of premiums)	\$—
Renewal Premium (net of returns and refunds of premiums, including dividends)	—
A TOTAL Premium	—
Full / Partial Surrenders, net of surrender charges	—
Death Claims	—
Matured Endowments	—
Waiver of Premium and other benefit riders	—
B TOTAL Claims	—
Premiums received on third-party reinsurance	—
Claims paid on third-party reinsurance	—
Commissions / expense allowances on third-party reinsurance	—
Other Benefits paid/received on third-party reinsurance	—
C Net third-party reinsurance	—
Renewal commissions	—
D Total commissions	—
<u>Section 2: Policy cash flows due to / (owed from) Reinsurer</u>	
E Net Policy Cash Flows (A - B +/- C - D)	—
x Quota Share	100%
F Reinsurer Share of Net Policy Cash Flows	—
G Net Settlement Amounts paid to/(by) Reinsurer during Period	—
	MM/DD/YYYY —
H Policy Cash Flows due to/(owed from) Reinsurer (F - G)	—
<u>Section 3 Quarterly Net Settlement Amount owed to / (from) Reinsurer</u>	
I Policy Cash Flows	—
Premiums Received	—
x 1.8%	1.80%
Premium Tax Allowance:	—
- Premium Tax Allowance Prior Year True-up	—
Guarantee Assessments Paid by the Company	—
J Total Premium Taxes / Guarantee Assessments	—
K Miscellaneous	—
a. Producer Payments and Commissions	—
L Quarterly Net Settlement Amount owed to / (from) Reinsurer	—
<u>Section 4.1: Funds Withheld Account</u>	
M Statutory Carrying Value of Assets at Beginning Month	\$—
N Investment Income	—
O GSAM Investment Management Fees	—

P	Realized Gains / (Losses)		—
Q	Changes in Unrealized Gains for NAIC 6		—
R	Statutory Impairments / Default Losses Realized		—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—

S	Cash or other assets transferred (to) / from Reinsurer		—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
T	Cash or other assets transferred (to) / from Reinsurer_Retrocessionaire		—
U	Statutory Carrying Value of Assets at End of Month (M + N - O +/- P +/- Q +/- R +/- S +/- T)		—
	Assigned Hedge Costs		—
	Assigned Hedge Proceeds		—
V	Net hedge (costs) / proceeds due to/(from) Reinsurer		—
	Policy Loan Interest Received		—
	Policy Loan Principal Repayments		—
	Less: Policy Loans Issued / Adjusted		—
W	TOTAL Policy Loans		—
Section 5: Calculation of Funds Withheld Adjustment			
X	Total Funds Withheld Account (U +/- V +/- W)		—
Y	Amounts still owed from prior settlement		—
Z	Ending Statutory Reserves		—
AA	Funds Withheld Adjustment due from / (to) the Reinsurer (Z - X +/- Y)		—
AB	Net Amount to Transfer (AA - L)		—

Annex C

EI Hedges

[See attached.]

Annex D

Life Reference Balance Sheet

[See attached.]

ALACNY Financed - US Bank Reference Balance Sheet
Assets and liabilities for ALACNY to transfer to FAFLIC
Illustrative, based on 8/31/2013 ALACNY balances
Debit (Credit)

	US Bank
	<u>Funds Withheld Treaty</u>
Cash	1,112,503
Deferred premium	646,476
Funds withheld receivable	<u>187,114,613</u>
Total assets	188,873,592
Life reserves - Statutory Reserve	(187,114,613)
Claim liability	(278,776)
Existing interest maintenance reserve	<u>(1,480,203)</u>
Total liabilities	(188,873,592)
Liabilities transferred in excess of assets transferred	<u>—</u>

Annex E

Policy List

[See attached.]

ALACNY Policy Listings — 2010-12 Block AXXX

BL28902580	BL28904510	BL06260110	BL06265060	BL06267990	BL06270860	BL06273880	BL06276810
BL28902590	BL28904530	BL06260150	BL06265130	BL06268000	BL06270880	BL06273950	BL06276820
BL28902630	BL28904650	BL06260200	BL06265140	BL06268050	BL06271000	BL06274180	BL06276860
BL28902680	BL28904660	BL06260340	BL06265150	BL06268060	BL06271070	BL06274190	BL06276890
BL28902750	BL28904700	BL06260370	BL06265160	BL06268130	BL06271160	BL06274380	BL06276900
BL28902770	BL28904840	BL06260400	BL06265330	BL06268160	BL06271170	BL06274440	BL06276930
BL28902860	BL28904860	BL06260410	BL06265430	BL06268170	BL06271190	BL06274480	BL06276960
BL28902930	BL28904890	BL06260760	BL06265440	BL06268190	BL06271230	BL06274580	BL06276970
BL28902970	BL28904920	BL06260930	BL06265450	BL06268210	BL06271240	BL06274640	BL06277010
BL28902990	BL28904940	BL06260990	BL06265460	BL06268400	BL06271400	BL06274650	BL06277070
BL28903060	BL28904960	BL06261010	BL06265500	BL06268460	BL06271410	BL06274660	BL06277080
BL28903090	BL28904970	BL06261190	BL06265590	BL06268490	BL06271420	BL06274790	BL06277110
BL28903100	BL28905000	BL06261300	BL06265630	BL06268550	BL06271430	BL06274850	BL06277130
BL28903120	BL28905030	BL06261310	BL06265690	BL06268680	BL06271450	BL06274860	BL06277180
BL28903160	BL28905060	BL06261350	BL06265720	BL06268690	BL06271490	BL06274870	BL06277230
BL28903180	BL28905090	BL06261400	BL06265760	BL06268740	BL06271510	BL06274880	BL06277240
BL28903210	BL28905140	BL06261410	BL06265790	BL06268770	BL06271520	BL06274920	BL06277250
BL28903240	BL28905190	BL06261420	BL06265820	BL06268820	BL06271630	BL06274980	BL06277280
BL28903280	BL28905210	BL06261540	BL06265880	BL06268920	BL06271650	BL06275110	BL06277290
BL28903310	BL28905240	BL06261610	BL06265930	BL06268950	BL06271720	BL06275140	BL06277310
BL28903330	BL28905270	BL06261620	BL06265950	BL06269020	BL06271750	BL06275180	BL06277340
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BL28903390	BL28905310	BL06261760	BL06266010	BL06269150	BL06271820	BL06275230	BL06277440
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BL06287290	BL06297210	BL06305300	BL06315060	
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BL06287500	BL06297260	BL06305510	BL06315590	
BL06287560	BL06297280	BL06305570	BL06315620	
BL06287700	BL06297400	BL06305810	BL06315810	
BL06287800	BL06297780	BL06306180	BL06315840	
BL06287850	BL06298020	BL06306480	BL06316010	
BL06288090	BL06298030	BL06306760	BL06316340	
BL06288100	BL06298040	BL06306890	BL06316530	
BL06288110	BL06298070	BL06307060	BL06316840	
BL06288130	BL06298080	BL06307080	BL06316860	
BL06288200	BL06299130	BL06307410	BL06316910	
BL06288350	BL06299140	BL06307600	BL06317210	
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BL06289090	BL06299240	BL06307870	BL06317690	
BL06289280	BL06299250	BL06307880	BL06317710	
BL06289340	BL06299270	BL06308010	BL06318300	
BL06289670	BL06299290	BL06308080	BL06318310	
BL06289690	BL06299580	BL06308200	BL06318400	
BL06289950	BL06299630	BL06308310	BL06318470	
BL06289960	BL06300080	BL06308590	BL06318500	
BL06289990	BL06300100	BL06308620	BL06318750	
BL06290040	BL06300290	BL06308920	BL06318800	
BL06290100	BL06300400	BL06309810	BL06319370	
BL06290290	BL06300540	BL06310060	BL06319460	
BL06290430	BL06300550	BL06310250	BL06319790	
BL06290450	BL06300740	BL06310560	BL06319920	
BL06290690	BL06300750	BL06310600	BL06320320	
BL06291030	BL06300790	BL06310610	BL06320540	
BL06291520	BL06300800	BL06310870	BL06320960	

Annex F

Post-Amendment Date Net Settlements

[See attached.]

NY Non-Financed NLG
Monthly Accounting Report
For the Monthly Accounting Period ending on: MM/DD/YYYY

Section 1: Policy cash flows to/(from) Ceding Company (gross)		
First Year Premium (net of returns and refunds of premiums)	—	
Renewal Premium (net of returns and refunds of premiums, including dividends)	—	
Premium on Supplemental Contracts w/ life (net of returns and refunds of premiums)	—	
Premium on Supplemental Contracts w/o life (net of returns and refunds of premiums)	—	
A TOTAL Premium	—	
Full / Partial Surrenders, net of surrender charges	—	
Death Claims	—	
Benefit Payments—Supplemental Contracts w/ life (after 2 year exclusion period)	—	
Benefit Payments—Supplemental Contracts w/o life (after 2 year exclusion period)	—	
Matured Endowments	—	
Waiver of Premium and other benefit riders	—	
B TOTAL Claims	—	
Premiums paid/(received) on third-party reinsurance	—	
Less: Claims received/(paid) on third-party reinsurance	—	
Less: Commissions / expense allowances on third-party reinsurance	—	
Other Benefits paid/received on third-party reinsurance	—	
C Net third-party reinsurance	—	
D Policy Loans		
Policy Loans Change in Asset	—	
Policy Loans Interest Income	—	
Policy Loans (Issued)/Principal Repayments	—	
Section 2: Policy cash flows due to / (from) Reinsurer		
E Net Policy Cash Flows (A + B + C + D)	—	
x Quota Share	100%	
F Reinsurer Share of Net Policy Cash Flows	—	
G Net Settlement Amounts paid to/(by) Reinsurer during Period	—	
	MM/DD/YYYY	—
H Policy Cash Flows due to/(owed from) Reinsurer (F - G)	—	
Section 3: Policy Cashflows, net of Guaranty Fund Assessments / Prem Tax Allownces / GSAM Mgmt Fees		
I Policy Cash Flows (H)	—	
Premiums Received	—	
x 1.8%	1.80%	
Premium Tax Allowance:	—	
- Premium Tax Allowance Prior Year True-up	—	
Guarantee Assessments Paid by the Company	—	
GSAM Management Fees	—	
J Total Premium Taxes / Guarantee Assessments / GSAM Fees	—	
K Net Policy Cashflows due to/(from) Reinsurer (I + J)	—	

NY Non-Financed NLG

Section 4: Net Settlement Amount due to/(from) Reinsurer		
L	Net Policy Cashflows due to/(from) Reinsurer (K)	—
M	Hedge proceeds less hedge costs ¹	—
N	Direct Payments made by/(received by) Reinsurer	—
		XX/XX/XXXX
O	Change in EI hedge balance (ending – beginning)	—
P	Net Settlement Amount due to/(from) Reinsurer (L + M + N + O)	—

¹ Hedge settlements in “M” and “O” are no longer applicable following the Hedge Termination Date (as defined in the Amended and Restated Coinsurance Agreement).

Exhibit I

Form of Trust Agreement

[See attached.]

TRUST AGREEMENT

by and among

ATHENE LIFE INSURANCE COMPANY OF NEW YORK

(hereinafter referred to as the "**Beneficiary**"),

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

(hereinafter referred to as the "**Grantor**"),

and

U.S. BANK NATIONAL ASSOCIATION

(hereinafter referred to as the "**Trustee**")

Dated as of July 31, 2015

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SCHEDULE A LIST OF INITIAL ELIGIBLE ASSETS (EXCLUDING CML ASSETS) TO BE DEPOSITED INTO TRUST ACCOUNT

EXHIBIT A FORM OF GRANTOR SUBSTITUTION NOTICE
EXHIBIT B FORM OF BENEFICIARY WITHDRAWAL NOTICE

PREAMBLE

This **TRUST AGREEMENT** (this "**Trust Agreement**"), dated as of July 31, 2015, is made and entered by and among Athene Life Insurance Company of New York, formerly known as Aviva Life and Annuity Company of New York, an insurance company domiciled in the State of New York (together with its successors and permitted assigns, the "**Beneficiary**"), First Allmerica Financial Life Insurance Company, an insurance company domiciled in the Commonwealth of Massachusetts (together with its successors and permitted assigns, the "**Grantor**"), and U.S. Bank, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as the "**Trustee**").

WHEREAS, the Grantor and the Beneficiary have entered into that certain Amended and Restated Coinsurance Agreement, dated as of July 31, 2015 (the "**Coinsurance Agreement**"); and

WHEREAS, the Grantor desires to transfer to the Trustee for deposit into a trust account certain assets for the benefit of the Beneficiary, which the Trustee will hold in trust for the benefit of the Beneficiary.

NOW THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor, the Beneficiary, and the Trustee agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.1 **Definitions**. The following terms, when used in this Trust Agreement, shall have the meanings set forth in this **Section 1.1**. The terms defined below shall be deemed to refer to the singular or plural, as the context requires.

"**Administrative Services Agreement**" means the Administrative Services Agreement between the Grantor and the Beneficiary, dated October 1, 2013.

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise. Control shall be presumed to exist if any Person directly or indirectly owns, controls or holds with the power to vote ten percent or more of the voting securities of any other Person.

“**Applicable Law**” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time.

“**Beneficiary**” shall have the meaning ascribed to such term in the preamble.

“**Business Day**” means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York or Boston, Massachusetts are required or authorized by Applicable Law to be closed.

“**Coinsurance Agreement**” shall have the meaning ascribed to such term in the recitals of this Trust Agreement.

“**Collateral**” shall have the meaning ascribed to such term in [Section 7.1](#).

“**Eligible Assets**” means cash (United States legal tender) and those investments of the type permitted under the insurance laws of the Commonwealth of Massachusetts and the State of New York for such investments to qualify as admitted assets for a life insurance company domiciled in such states of domicile, applying all applicable qualitative and quantitative limitations as though the Trust Account was a stand-alone life insurance company domiciled in such states of domicile.

“**Fair Market Value**” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Beneficiary, consistently applied.

“**Governmental Entity**” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“**Grantor**” shall have the meaning ascribed to such term in the preamble.

“**Income**” shall have the meaning ascribed to such term in [Section 5.2\(a\)](#).

“**Income Account**” shall have the meaning ascribed to such term in [Section 5.2\(b\)](#).

“**Investment Manager**” shall have the meaning ascribed to such term in [Section 5.4\(b\)](#).

“**Investment Order**” shall have the meaning ascribed to such term in [Section 5.4\(b\)](#).

“**NAIC**” means the National Association of Insurance Commissioners.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“**Replacement Assets**” shall have the meaning ascribed to such term in Section 3.1.

“**Required Balance**” shall have the meaning ascribed to such term in the Coinsurance Agreement; provided that the Trustee shall have no duty to reference the Coinsurance Agreement with respect to the use of “Required Balance” in this Trust Agreement in order for the Trustee to ascertain and perform its duties hereunder.

“**Reserve Certificate**” shall have the meaning ascribed to such term in Section 3.3(a).

“**Statutory Book Value**” means the carrying value of the subject asset or liability on the books of the Grantor for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Grantor’s state of domicile, consistently applied.

“**Transfer Taxes**” shall have the meaning ascribed to such term in Section 8.1.

“**Trust**” means the trust formed hereunder.

“**Trust Account**” shall have the meaning ascribed to such term in Section 2.1(a).

“**Trust Agreement**” shall have the meaning ascribed to such term in the preamble.

“**Trust Assets**” shall mean assets in the Trust Account.

“**Trustee**” shall have the meaning ascribed to such term in the preamble.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 1.2 Interpretation. When a reference is made in this Trust Agreement to an Article, Section, Exhibit or Schedule, such reference shall be to an Article or Section of, or an Exhibit or Schedule to, this Trust Agreement unless otherwise indicated. The Article and Section headings contained in this Trust Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not affect in any way the meaning or interpretation of this Trust Agreement. Whenever the words “include,” “includes” or “including” are used in this Trust Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Trust Agreement as a whole and not to any particular provision of this Trust Agreement. The meaning assigned to each term used in this Trust Agreement shall be equally applicable to both the singular and the plural forms of such term and to both the masculine as well as the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument

that is referred to herein means such agreement, instrument or statute as from time to time amended, restated, modified, supplemented, or otherwise changed, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. References to a Person are also to its successors and permitted assigns.

ARTICLE II CREATION OF TRUST ACCOUNT

Section 2.1 Obligations of the Beneficiary and the Grantor.

(a) Simultaneously with the execution of this Trust Agreement, the Grantor shall hereby establish with the Trustee, in the name of the Trustee, to be held for the benefit of the Beneficiary pursuant to the provisions of this Trust Agreement, a segregated trust account maintained by the Trustee, in its capacity as Trustee (which in its totality (including all subaccounts thereto) shall be hereinafter referred to as the "**Trust Account**") and the Beneficiary hereby transfers and assigns to such Trust Account the Eligible Assets listed in Schedule A attached hereto.

(b) The Trustee shall not accept any Eligible Assets (other than cash) for deposit into the Trust Account unless the Trustee determines that it, in its capacity as Trustee hereunder, is or will be the registered owner of and holder of legal title to such assets or that such assets are in such form that the Trustee may, if applicable to such asset class, negotiate any such assets, without consent or signature from the Grantor or any other Person. Any Eligible Assets received by the Trustee for deposit into the Trust Account that, if applicable to such asset class, are not in such proper negotiable form or for which title has not been transferred to the Trustee, shall not be accepted by the Trustee and shall be returned to the Grantor as unacceptable. Grantor and Beneficiary acknowledge that registering and titling an asset which was received in negotiable form may require administrative and processing time. Until such asset is titled to the Trustee, even when such asset may appear on the statement of the Trust Account, such asset shall not be subject to the terms and conditions of this Agreement (except for the protections, representations, warranties, covenants, limitations of liability, and indemnities in favor of the Trustee contained in this Agreement).

(c) The Trust Assets shall consist only of Eligible Assets. Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

Section 2.2 Purpose of the Trust.

(a) The Trust Assets shall be held by the Trustee for the benefit of the Beneficiary.

(b) The Trustee has all trust powers necessary and reasonable in the performance of its duties hereunder except as otherwise expressly provided herein.

Section 2.3 Grantor Trust for U.S. Federal Income Tax Purposes. The Trust Account shall be treated as a grantor trust (pursuant to sections 671 through 677 of the Internal Revenue Code of 1986) for U.S. federal income tax purposes. The Grantor shall constitute the grantor and, thus, any and all income derived from the Trust Assets shall constitute income or gain of the Grantor. The Grantor shall notify the Trustee of the tax identification number of the Trust.

Section 2.4 Designation of Agents. Except as otherwise expressly provided in this Trust Agreement, any statement, certificate, notice, request, consent, approval, or other instrument to be delivered or furnished by the Grantor or the Beneficiary shall be sufficiently executed if executed in the name of the Grantor or the Beneficiary, as applicable, by (a) such officer or officers of the Grantor or the Beneficiary, or an agent or agents of the Grantor or the Beneficiary (including any Investment Manager), in each case, as may be designated in incumbency certificates furnished to the Trustee from time to time by such Person, respectively, or (b) attorneys-in-fact acting under written authority furnished to the Trustee by the Grantor or the Beneficiary, including instructions given by letter, facsimile transmission or electronic media, if the Trustee believes such instructions to be genuine and to have been signed, sent or presented by the proper party or parties. The Trustee shall be protected in acting upon any written statement or other instrument made by any such Person with respect to the authority conferred on it and shall not incur any liability to anyone resulting from actions taken by the Trustee in reliance in good faith on any such instructions. The Trustee shall not incur any liability in executing instructions (i) from any attorney-in-fact prior to receipt by it of notice of the revocation of the written authority of the attorney-in-fact or (ii) from any officer of the Grantor, any Investment Manager, or the Beneficiary named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate, in each case, to the extent such Person is then entitled to provide such instructions under the terms hereof. Written notice of the designation of any agent by the Grantor or the Beneficiary shall be filed with the Trustee.

Section 2.5 Title Costs. All out-of-pocket costs associated with the transfers of title between the Grantor and the Trustee shall be split between the Grantor and the Beneficiary in accordance with Section 8.1 of this Trust Agreement.

ARTICLE III MAINTENANCE OF THE TRUST

Section 3.1 Substitution of Trust Assets. The Grantor may at any time, by written request to the Trustee in substantially the form of Exhibit A attached hereto and the prior written consent of the Beneficiary (which consent shall not be unreasonably withheld, conditioned or delayed (it being understood that it shall be unreasonable for the Beneficiary to withhold, condition or delay such consent to the extent that the conditions set forth in this Section 3.1 are satisfied) and shall be deemed to be provided if the Beneficiary does not provide written notice to the Grantor of the withholding of such consent within two (2) Business Days following the Beneficiary's receipt of written notice of the applicable substitution or exchange of Trust Assets from the Grantor), substitute or exchange Trust Assets with other Eligible Assets, (such substituted or exchanged Eligible Assets are referred to herein as "**Replacement Assets**"). The Grantor represents and warrants that to the best of its knowledge (i) the Trust Assets

(including any such Replacement Assets) shall remain Eligible Assets following such substitution or exchange, the Trust Assets comply with all qualitative and quantitative limitations under Applicable Law as though the Trust Account was a stand-alone life insurance company domiciled in the state of domicile of the Grantor, (ii) the aggregate Statutory Book Value of such Replacement Assets that are deposited in or credited to the Trust Account shall be at least equal to the aggregate Statutory Book Value of the Trust Assets being removed from the Trust Account, (iii) the ratio of the aggregate Fair Market Value of the non-cash Replacement Assets to the aggregate Statutory Book Value of the non-cash Replacement Assets shall be the same as or greater than the ratio of the aggregate Fair Market Value of the non-cash Trust Assets being removed from the Trust Account to the aggregate Statutory Book Value of the non-cash Trust Assets being removed from the Trust Account immediately prior to such substitution, (iv) the Replacement Assets shall be deposited in the Trust Account prior to or simultaneously with the removal of Trust Assets from the Trust Account in connection with any such substitution or exchange and (v) the Grantor shall not make any substitutions under this Section 3.1 if it is in default under any other provision of this Trust Agreement. Any written request provided by the Grantor pursuant to this Section 3.1 shall include the Grantor's representation and warranty that such substitution or exchange meets the requirements of this Section 3.1. In releasing Trust Assets in connection with any substitution request by the Grantor pursuant to this Section 3.1, the Trustee shall have no responsibility whatsoever to determine or monitor whether any or all of the conditions set forth in (i) through (v) above or as otherwise set forth in this Section 3.1 have been met, and the Trustee shall be entitled to rely conclusively upon any certification provided by the Grantor that the Beneficiary's consent is deemed to have been provided under this Section 3.1.

Section 3.2 Books and Records. The Trustee shall keep full and complete records of the administration of the Trust Account. Upon request to the Trustee, the Grantor and the Beneficiary may examine such records during the Trustee's normal business hours through any Person or Persons duly authorized in writing by the Grantor and/or the Beneficiary as appropriate.

Section 3.3 Quarterly Reports.

(a) Within thirty (30) calendar days following the end of each calendar quarter, the Grantor shall provide the Beneficiary a written certification stating the Required Balance as of such calendar quarter end and the Statutory Book Value and Fair Market Value of the Trust Assets as of such calendar quarter end (both on an asset-by-asset basis and a cumulative basis) (each such certification, a "Reserve Certificate"). As soon as is practicable, but in no event more than five (5) Business Days following its receipt of a Reserve Certificate, the Beneficiary shall either (i) countersign such Reserve Certificate and return it to the Grantor or (ii) notify the Grantor that it objects to the Grantor's calculation of the Required Balance or the Statutory Book Value or Fair Market Value of one or more Trust Assets. If the Beneficiary does not countersign a Reserve Certificate or notify the Grantor of such objection before the expiration of such five (5) Business Day period, then such Reserve Certificate shall be deemed accepted by the Beneficiary.

(b) Any disputes with the Grantor by the Beneficiary with regard to the calculation of the Required Balance or the Statutory Book Value or the Fair Market Value of the Trust Assets shall be resolved in accordance with Section 11.2 of the Coinsurance Agreement. Upon resolution of all disputes identified in the Beneficiary's notice of objection, the Grantor and the Beneficiary shall correct, and the Beneficiary shall countersign, the Reserve Certificate setting forth the Required Balance and the aggregate Statutory Book Value and Fair Market Value of the Trust Assets as resolved pursuant to the previous sentence. The Grantor shall permit the Beneficiary, at the Beneficiary's expense, to audit its records during normal business hours in accordance with the Administrative Services Agreement in order to determine its compliance with this Section 3.3(b). The Trustee shall have no responsibility whatsoever to determine or monitor whether the Grantor or the Beneficiary has complied with the foregoing provisions of Sections 3.3(a) and (b).

(c) For the avoidance of doubt, no dispute pursuant to Section 3.3(b) shall affect the obligation of the Grantor to continue to provide Reserve Certificates, as applicable, in accordance with this Section 3.3.

Section 3.4 Trustee Reports. Within ten (10) calendar days following the end of each calendar month, the Trustee shall provide copies of activity reports to the Beneficiary and the Grantor, which reports shall show all deposits, withdrawals, substitutions and exchanges affecting the Trust Account during such calendar month, and a listing of Trust Assets held and cash and cash equivalent balances in the Trust Account as of the end of such calendar month. The Trustee agrees to provide written notification to the Grantor and the Beneficiary within ten (10) days of any deposits to or withdrawals from the Trust Account.

ARTICLE IV RELEASE AND ADJUSTMENT OF TRUST ASSETS

Section 4.1 Adjustment of Trust Assets.

(a) Upon the Grantor's written request, the Trustee shall, within five (5) Business Days of the date of such request, withdraw from the Trust Account and transfer to the Grantor, Trust Assets as specified by the Grantor in writing, provided, that the Grantor presents the Trustee with a fully countersigned Reserve Certificate reflecting that such amount is less than or equal to the excess of the aggregate Statutory Book Value of the Trust Assets as of the end of any calendar quarter over the Required Balance as of such calendar quarter or a Reserve Certificate reflecting such excess, accompanied with a certification by the Grantor to Trustee stating that such Reserve Certificate was deemed accepted without signature pursuant to Section 3.3(a). The Grantor represents and warrants that to the best of its knowledge (i) the ratio of the aggregate Fair Market Value of the non-cash Trust Assets withdrawn from the Trust Account to the aggregate Statutory Book Value of the non-cash Trust Assets withdrawn from the Trust Account shall be the same as or less than the ratio of the aggregate Fair Market Value of the non-cash Trust Assets immediately prior to such withdrawal to the aggregate Statutory Book Value of the non-cash Trust Assets immediately prior to such withdrawal; (ii) following such withdrawal (x) the Trust Assets shall comply with all qualitative and quantitative limitations under Applicable Law as though the Trust Account was a stand-alone life insurance company domiciled in the state of domicile of the Grantor, and (y) the aggregate Statutory Book Value of

the Trust Assets shall be equal to or in excess of the Required Balance. The Trustee shall be entitled to rely conclusively and exclusively upon the written direction of the Grantor provided under this Section 4.1(a) in withdrawing and transferring the Trust Assets specified therein, and shall have no responsibility to determine the excess amount or whether the conditions set forth in this Section 4.1(a) have been met.

(b) If the aggregate Statutory Book Value of the Trust Assets as of the end of any calendar quarter, as reflected in the applicable Reserve Certificate, is less than the Required Balance as of such calendar quarter end, then within five (5) Business Days of the Grantor's delivery to the Beneficiary of the related Reserve Certificate, the Grantor shall cause to be deposited into the Trust Account such additional Eligible Assets as are necessary to ensure that the aggregate Statutory Book Value of the Trust Assets is no less than the Required Balance; provided, that following such deposit the Trust Assets shall comply with all qualitative and quantitative limitations under Applicable Law as though the Trust Account was a stand-alone life insurance company domiciled in the state of domicile of the Grantor.

Section 4.2 Release of Trust Assets to the Beneficiary.

(a) By transmittal of prior written notice to the Trustee and the Grantor in substantially the form of Exhibit B attached hereto, the Beneficiary may withdraw Trust Assets from the Trust Account, but only to the extent of a default by the Grantor in the performance of its monetary obligations under the Coinsurance Agreement that is not being disputed by the Grantor in good faith, which undisputed payment default has not been cured by the Grantor within five (5) Business Days following its receipt of a written notice thereof delivered by the Beneficiary. In such a case, no more than the amount needed to cure the Grantor's undisputed payment default may be withdrawn.

(b) Any written notice provided by the Beneficiary pursuant to this Section 4.2 shall include a certification that the withdrawal meets the requirements of this Section 4.2. Other than such notice, no other statement or document need be presented by the Beneficiary to withdraw such Trust Assets except that the Beneficiary shall acknowledge to the Trustee receipt of such withdrawn Trust Assets. Upon such written notice of demand of the Beneficiary, the Trustee shall immediately take any and all steps necessary to transfer absolutely and unequivocally all right, title and interest in such Trust Assets to the Beneficiary and, to the extent applicable, deliver physical custody of such Trust Assets to the Beneficiary as specified in such withdrawal notice. The Trustee shall not be subject to any liability for any release made by it pursuant to any written demand received pursuant to this Section 4.2. If, notwithstanding the foregoing, a withdrawal is made in excess of the amount permitted by this Section 4.2, such excess amount shall be deemed maintained in trust for the benefit of the Grantor and the Beneficiary shall promptly return such excess amount to the Trust Account.

Section 4.3 Limitation on Release of Trust Assets EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE TRUSTEE SHALL NOT BE INSTRUCTED TO RELEASE TRUST ASSETS FROM THE TRUST ACCOUNT WHICH WOULD CAUSE THE AGGREGATE STATUTORY BOOK VALUE OF THE TRUST ASSETS TO BE DECREASED BELOW THE REQUIRED BALANCE AS OF THE DATE OF WITHDRAWAL. IN RELEASING TRUST ASSETS AS INSTRUCTED BY THE

BENEFICIARY OR THE GRANTOR, THE TRUSTEE SHALL HAVE NO RESPONSIBILITY TO DETERMINE OR MONITOR WHETHER THE CONDITION IN THE FOREGOING SENTENCE HAS BEEN CAUSED BY THE RELEASE SO INSTRUCTED.

**ARTICLE V
DUTIES OF THE TRUSTEE**

Section 5.1 Acceptance of Assets by the Trustee.

(a) The Beneficiary (on behalf of the Grantor) shall transfer to the Trustee, for deposit to the Trust Account, the Eligible Assets listed on Schedule A attached hereto, and the Grantor may transfer to the Trustee, for deposit to the Trust Account, such other Eligible Assets as it may from time to time desire. The Trustee shall accept for deposit into the Trust Account any Eligible Asset, provided only that before accepting any Eligible Asset for deposit to the Trust Account, the Trustee shall determine that such Eligible Asset is in such form that the Beneficiary whenever necessary may, or the Trustee upon direction by the Beneficiary will, in each case subject to the terms and conditions of this Trust Agreement, negotiate such Eligible Asset without consent or signature from the Grantor or any Person other than the Trustee in accordance with the terms of this Trust Agreement, or such Eligible Asset is otherwise capable of acceptance pursuant to Section 2.1(b). Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

(b) The Trustee and its lawfully appointed successors is and are authorized and shall have the power and authority to receive such securities and other property as the Grantor (or the Beneficiary on behalf of the Grantor) from time to time may transfer or remit to the Trust Account and to hold and dispose of the same for the uses and purposes and in the manner and according to the provisions herein set forth. All such Trust Assets at all times shall be maintained in the Trust Account, separate and distinct from all other assets on the books and records of the Trustee, and shall be continuously kept in a safe place within the United States.

Section 5.2 Collection of Income: Voting Rights.

(a) The Trustee is hereby authorized to and shall, without prior notice to the Grantor or the Beneficiary, collect all interest, dividends or any other income, on the Trust Assets (hereinafter referred to as "**Income**"), if any.

(b) All payments of Income on the Trust Assets shall be the property of the Grantor and shall be maintained by the Trustee as separate items of income within the Trust Account (the "**Income Accounts**"). The Grantor, upon written notice to the Trustee, may withdraw amounts from the Income Accounts at any time and from time to time.

(c) Subject to the other provisions of this Trust Agreement and the requirement that title to Trust Assets be recorded in the name of the Trustee, the Grantor shall have the full and unqualified right to direct the Trustee to vote, and to execute consents, bond powers, stock powers, mortgage and title instruments and other instruments of transfer, pledge and release with respect to any Trust Assets. Whenever there are voluntary rights that may be

exercised or alternate courses of action that may be taken by reason of the ownership of Trust Assets, the Grantor shall be responsible for making any decision relating thereto and for directing the Trustee to act. The Trustee shall notify the Grantor of rights or discretionary actions with respect to Trust Assets as promptly as practicable under the circumstances, provided that the Trustee has actually received notice of such right or discretionary corporate action from the relevant depository, etc. Absent actual receipt of such notice, the Trustee shall have no liability for failing to so notify the Grantor. Absent the Trustee's timely receipt of instructions from the Grantor, the Trustee shall not be liable for failure to take any such action relating to or to exercise any rights conferred by such Trust Assets.

Section 5.3 Obligations of the Trustee.

(a) The Trustee agrees to hold and disburse the Trust Assets in accordance with the provisions expressed herein.

(b) The Trustee may, without the consent of the Beneficiary or the Grantor, upon call or maturity of any security or other asset in the Trust Account, withdraw such security or other asset upon the condition that the proceeds are to be paid or deposited into the Trust Account.

Section 5.4 Responsibilities of Trustee.

(a) The Trustee, in the administration of the Trust Account, is to be bound solely by the express provisions of this Trust Agreement, and such further written and signed directions as the appropriate party or parties may, under the conditions herein provided, deliver to the Trustee. The Trustee shall be under no obligation to enforce the Grantor's obligations under this Trust Agreement, except as otherwise expressly provided or directed pursuant hereto. The Trustee shall be restricted to holding title to, operating and collecting the Trust Assets and the payment and distribution thereof for the purposes set forth in this Trust Agreement and to the conservation and protection of such Trust Assets and the administration thereof in accordance with the provisions of this Trust Agreement, and the Trustee shall be liable only for its own negligence, willful misconduct or lack of good faith. The Trustee further agrees to promptly forward upon request to the Beneficiary, the Grantor or their designated recipient a certified list of all Trust Assets.

(b) Subject to the other provisions of this Trust Agreement, including the requirements that only Eligible Assets may be held in or by the Trust Account and that title to Trust Assets shall be recorded in the name of the Trust or the Trustee, as appropriate, and provisions relating to the substitution of Trust Assets, (i) the Grantor shall have the irrevocable authority and sole power to direct, in writing, the Trustee, in the Grantor's sole discretion, with respect to all aspects of the management or investment of the Trust Assets contained in the Trust Account, and the Grantor may delegate such authority and power to any other Person, including any Affiliate of the Grantor ("**Investment Manager**"), pursuant to one or more investment management, advisory or other agreements of form and substance specified by the Grantor, provided that the Grantor shall provide written notice of any such delegation to each other party hereto and (ii) each of the Trustee and the Beneficiary acknowledges that it has no authority with respect to such management or investment activities. The Trustee agrees it will not exercise any

discretion or take any action with respect to the matters in clause (i) above and the Trustee will take any actions related thereto as directed by the Grantor in accordance therewith. Any instruction or order concerning such investments or substitutions of securities shall be referred to herein as an “**Investment Order**”. The Trustee shall execute Investment Orders and settle securities transactions by itself or by means of an agent or broker. The Trustee shall not be responsible for any act or omission, or for the solvency, of any such agent or broker selected by the Trustee without negligence, bad faith or willful misconduct. When the Trustee is directed to deliver Trust Assets against payment, delivery will be made in accordance with generally accepted market practice. Any loss incurred from any investment pursuant to the terms of this Section 5.4(b) shall be borne exclusively by the Trust Account. Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

(c) In no event shall the Trustee be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee has been advised of the possibility thereof and regardless of the form of action in which such damages are sought, unless such loss or damage has been caused by the Trustee’s negligence, lack of good faith, or wilful misconduct.

Section 5.5 Resignation or Removal of the Trustee: Appointment of Successor Trustee.

(a) The Trustee may at any time resign as Trustee and terminate its capacity hereunder and by delivery of written notice of resignation, effective not less than 90 days after receipt by both the Beneficiary and the Grantor. The Trustee may be removed by the Grantor by (i) delivery to the Trustee and the Beneficiary of a written notice of removal, effective not less than 90 days after receipt by the Trustee and the Beneficiary of the notice and (ii) receipt of the Beneficiary’s consent to such action, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no such resignation by the Trustee or removal by the Grantor shall be effective until a successor to the Trustee shall have been duly appointed by the Grantor and approved by the Beneficiary and all Trust Assets have been duly transferred to such successor. If no such successor has been appointed within 90 days of such resignation by the Trustee or removal by the Grantor, then the Trustee may seek a court-appointed successor to the Trustee. The Grantor, upon receipt of such notice of resignation, or upon its delivery of a notice of removal, shall diligently undertake to obtain the agreement of a qualified, successor to the Trustee, reasonably agreeable to the Beneficiary, to act as the successor to the Trustee in accordance with all agreements of the Trustee herein and upon duly qualifying to act as such pursuant to Section 5.5(b). The Beneficiary agrees not to unreasonably withhold approval of such successor. Upon the Trustee’s delivery of the Trust Assets to the qualified successor along with a closing statement showing all activities from the last monthly report, the Trustee shall be discharged of further responsibilities hereunder.

(b) Any successor trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver the same to the Grantor, the Beneficiary and to the Trustee. Thereupon such successor trustee shall, without any further act,

become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust with like effect as if originally named herein; but the predecessor Trustee shall nevertheless, when requested in writing by the successor trustee, execute an instrument or instruments as provided to it in appropriate form conveying and transferring to the successor trustee all the estates, properties, rights, powers and trusts of such predecessor Trustee, and shall duly assign, transfer and deliver to the successor trustee all property and money held by such predecessor hereunder. The predecessor Trustee shall be entitled to reimbursement in accordance with Section 5.8 for all expenses it incurs in connection with the settlement of its accounts and the transfer and delivery of the Trust Assets to its successor. The predecessor Trustee shall continue to be indemnified by reason of such entity being or having been a trustee in accordance with Section 5.7.

Section 5.6 Release of Information. The Trustee shall promptly respond to any and all reasonable requests for information concerning the Trust Account or the Trust Assets by either of the other parties to this Trust Agreement. Furthermore, the Trustee shall fully and completely respond to any direct inquiries of the insurance regulatory authority in the state of domicile of the Grantor or the Beneficiary, or any of their respective representatives, concerning the Trust Account or the Trust Assets, including detailed inventories of securities or funds, and the Trustee shall permit the insurance regulatory authority in the state of domicile of the Grantor or the Beneficiary, or their respective representatives, to examine and audit all securities or funds held hereunder. To the extent not prohibited by Applicable Law, the Trustee shall promptly provide notice to the Beneficiary and the Grantor concerning all such inquiries, and shall to the extent reasonably practicable provide seven (7) days prior notice to the Beneficiary and the Grantor of all such examinations and audits.

Section 5.7 Indemnification of the Trustee. Subject to Section 5.4, the Grantor hereby indemnifies the Trustee for, and holds it harmless against, all losses, damages, costs and expenses, including reasonable attorney's fees, incurred or made arising out of or in connection with the performance of its duties in accordance with this Trust Agreement, including all losses, damages, costs and expenses arising out of or in connection with the status of the Trustee and its nominee as the holder of record of the Trust Assets; provided, however, that such losses, damages, costs or expenses (i) have not been caused by the Trustee's negligence, willful misconduct, or lack of good faith and (ii) have not been caused by any act or omission of the Beneficiary. Subject to Section 5.4, the Beneficiary hereby indemnifies the Trustee for, and holds it harmless against, all losses, damages, costs and expenses, including reasonable attorney's fees, incurred or made arising out of or in connection with the performance of its duties in accordance with this Trust Agreement, including all losses, damages, costs and expenses arising out of or in connection with the status of the Trustee and its nominee as the holder of record of the Trust Assets to the extent that such losses, damages, costs or expenses are caused by the Beneficiary's acts or omissions and not by the Trustee's negligence, willful misconduct, or lack of good faith.

Section 5.8 Charges of the Trustee. The Grantor shall pay the Trustee, as compensation for its services under this Trust Agreement, a fee computed at rates as agreed between the Grantor and the Trustee. The Grantor shall pay or reimburse the Trustee for all of the Trustee's reasonable expenses and disbursements in connection with its duties under this

Trust Agreement (including reasonable fees and expenses of any outside counsel incurred by the Trustee for legal services deemed reasonably necessary by the Trustee as a result of the Trustee's so acting) except any such expense or disbursement as may arise from the Trustee's negligence, willful misconduct, or lack of good faith; provided, however, that no such costs, fees or expenses shall be paid out of the Trust Assets.

Section 5.9 Limitations of Trustee. The Trustee shall in no way be responsible for determining the amount of Trust Assets required to be deposited or permitted to be withdrawn, or monitoring whether or not the Trust Assets are Eligible Assets. The Trustee shall be under no liability for any release of Trust Assets made by it to the Grantor or the Beneficiary in accordance with Article IV or Article VI.

Section 5.10 Additional Trustee Rights and Duties.

(a) The Trustee may maintain any Trust Assets in book entry form with, and utilize the services of, the Federal Reserve Bank or other depositories such as the Depository Trust Company. The Trustee shall have no liability whatsoever for the action or inaction of any depository or for any losses resulting from the maintenance of Trust Assets a depository. Assets may be held in the name of a nominee maintained by the Trustee or by any such depository.

(b) The Trustee shall accept and open all mail directed to the Grantor or the Beneficiary in care of the Trustee.

(c) No provision of this Trust Agreement shall require the Trustee to take any action which, in the Trustee's reasonable judgment, would result in any violation of this Trust Agreement or any provision of Applicable Law. The Trustee may obtain the advice of counsel and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice.

(d) The Trustee shall not be responsible for the existence, genuineness or value of any of the Trust Assets; for the validity, perfection, priority or enforceability of the liens or any security interest in any of the Trust Assets, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes negligence, bad faith or willful misconduct on the part of the Trustee; for the validity of title to the Trust Assets; for insuring the Trust Assets; or for the payment of taxes, charges, assessments or liens upon the Trust Assets.

(e) The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the reasonable control of the Trustee, including, but not limited to, any act or provision of any present or future law or regulation or Governmental Entity, any act of God or war or terrorism, loss or malfunction of utilities or computer software or hardware, or the unavailability of the Federal Reserve Bank wire or other wire or communication facility.

(f) The Trustee shall not be required to risk or expend its own funds in performing its obligations under this Trust Agreement. The foregoing sentence shall not apply to the ordinary out-of-pocket expenses referred to in the second sentence of Section 5.8 which are incurred by the Trustee in the normal administration of this Trust Agreement and which are to be reimbursed as provided in Section 5.8, or to ordinary internal overhead expenses which are incurred by the Trustee in the normal administration of this Trust Agreement.

ARTICLE VI TERMINATION

Section 6.1 Termination with the Beneficiary's Written Consent. The parties intend for the term of this Trust Agreement to be perpetual, unless terminated in accordance with this Article VI. Upon receipt of the Beneficiary's written consent, the Grantor may terminate this Trust Agreement by:

(a) giving thirty five (35) days' advance written notice to the Trustee and the Trustee giving thirty (30) days' advance written notice of such termination via certified mail to the Beneficiary; and

(b) providing the Beneficiary with alternative security acceptable to the Beneficiary, as determined by the Beneficiary in its sole discretion, prior to the effective date of such termination.

Section 6.2 Disposition of Trust Assets Upon Termination. Upon a termination pursuant to this Article VI, and without any further consent of the Beneficiary, the Trustee shall distribute all Trust Assets to the Grantor or the Grantor's designee and shall take any and all steps necessary (including the execution and delivery of instruments in appropriate form provided to the Trustee therefor) to transfer absolutely and unequivocally all right, title and interest in such Trust Assets and to deliver physical custody, if applicable, in such Trust Assets to the Grantor or as otherwise directed by the Grantor, at which time all liability of the Trustee with respect to such Trust Assets shall cease; provided, however, that the Trustee shall sign documents and otherwise reasonably cooperate with Grantor and the Beneficiary, at no material expense to the Trustee, for a period of forty five (45) days after termination as necessary to transfer the Trust Assets and all books, records, documents and accounts relating thereto.

ARTICLE VII SECURITY INTEREST IN THE TRUST ASSETS

Section 7.1 Security Interest.

(a) The parties hereto intend that the Trustee, in its capacity as trustee, is and at all times shall be the owner of and entitlement holder with respect to the securities account constituting part of the Trust Account and the assets credited thereto for the benefit of the Beneficiary in accordance with this Trust Agreement and that the Trustee otherwise be the owner or, if applicable, the holder of legal title to all other assets held from time to time in the Trust Account. Additionally, in order to secure the Grantor's obligations to the Beneficiary under the Coinsurance Agreement, the Grantor hereby grants to the Trustee for the benefit of the Beneficiary a first priority perfected security interest in all of the Grantor's right, title and interest in, to and under the following property, whether now owned or existing or hereafter

acquired or arising and wheresoever located (collectively, the “**Collateral**”): (i) the Trust Account and the Trust Assets, including investment property, securities, investments, instruments, cash, mortgage notes and all participation interests in mortgage notes, funds, general intangibles, accounts, receivables, chattel paper, letter-of-credit rights, documents and all other assets (x) held in or credited to the Trust Account or (y) otherwise conveyed to the Trustee by the Grantor; (ii) all cash and other financial assets credited to the Trust Account and all security entitlements (within the meaning of Section 8-102(a) of the UCC) related to or arising therefrom; and (iii) all proceeds of, all supporting obligations relating to, and all security interests, mortgages or other liens securing, any of the foregoing, and agrees that this Trust Agreement shall constitute a security agreement under Applicable Law. In furtherance of the preceding sentence, the Trustee acknowledges that all Collateral conveyed to the Trustee is held for the benefit of the Beneficiary. Any amounts withdrawn from the Trust Account in accordance with this Trust Agreement shall be automatically released from, and withdrawn free and clear of, any security interest created herein.

(b) The Grantor hereby authorizes the Beneficiary (on behalf of the Trustee, as secured party for the benefit of the Beneficiary) to file any and all UCC—1 Financing Statements with respect to the Collateral, and any and all amendments, assignments and continuation statements with respect thereto, that are deemed necessary or desirable by the Beneficiary in order to perfect such security interest in the Collateral. The Trustee shall have no duties or liability whatsoever relating to the creation, perfection, validity, or enforcement of any security interest under this Article VII, or any filing related thereto. All terms used in this Section 7.1 and defined in the UCC shall have the meanings given to such terms in the UCC.

Section 7.2 Uniform Commercial Code Provisions.

(a) The parties hereto, including the Trustee in its capacity as securities intermediary, hereby acknowledge and agree that each asset credited to the Trust Account, including cash credited thereto, shall be treated as a “financial asset” within the meaning of Section 8-102(a) of the UCC. The Grantor covenants not to hold any property in the Trust Account that cannot be deemed a financial asset pursuant to Section 8-103 of the UCC. The Trustee acknowledges and agrees that it is a “securities intermediary” within the meaning of Section 8-102(a) of the UCC and is acting as such with respect to the Trust Account and all such financial assets held therein. New York shall be deemed to be the “bank’s jurisdiction” for purposes of Section 9-304 of the UCC. The parties agree that New York shall be deemed to be the “securities intermediary’s jurisdiction” for purposes of Section 8-110 of the UCC.

(b) The Trustee hereby confirms and agrees to the following: The Trustee shall not change the name or account number of the Trust Account without the prior written consent of the Beneficiary (except for any changes due to internal systems changes).

Section 7.3 [Reserved].

Section 7.4 Conflict with Other Agreements. In the event of any conflict between this Trust Agreement (or any portion thereof) and any other agreement regarding the subject matter hereof, the terms of this Trust Agreement shall prevail.

Section 7.5 Notice of Adverse Claims. Except for the claims and interest of the Beneficiary and of the Grantor in the Trust Account, the Trustee does not have any knowledge of any claim to, or interest in, the Trust Account or in any asset credited thereto, or the Trust Account or in any asset deposited therein. If any Person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Trust Account or in any asset credited thereto, the Trustee shall promptly notify the Beneficiary and the Grantor thereof.

Section 7.6 Trustee Disclaimer. The Trustee makes no representation or warranty as to whether the granting of security interests and liens in Trust Assets by the Grantor under this Article VII (a) invalidates rights or protections conferred upon trusts or the separateness of their legal existence, or (b) reduces, eliminates, or restricts the Beneficiary's rights and interests in the Trust Assets as a beneficiary of the Trust Account.

ARTICLE VIII TRANSFER TAXES

Section 8.1 Transfer Taxes. All (i) sales, use, transfer, realty transfer, recording, ad valorem, privilege, documentary, gross receipts, registration, conveyance, excise, license, stamp, duties or similar taxes and fees (collectively, the "**Transfer Taxes**") arising out of, in connection with or attributable to the transactions effected pursuant to this Trust Agreement and (ii) costs, in each case, incurred in connection with effecting the investment, substitution, deposit or withdrawal of the Trust Assets, shall be shared 50% by the Grantor and 50% by the Beneficiary. The party, as between the Grantor and the Beneficiary, which has primary legal responsibility for the payment of any particular Transfer Tax shall prepare and timely file all relevant tax returns required to be filed in respect of such Transfer Tax. Each of the Grantor and the Beneficiary shall reimburse the Trustee for its 50% share of any such Transfer Taxes or costs incurred by the Trustee.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Failure to Act. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power, remedy or privilege, nor any single or partial exercise of any such right, power, remedy or privilege, preclude any further exercise thereof or the exercise of any other such right, power, remedy or privilege.

Section 9.2 Amendments. This Trust Agreement and the Trust created hereunder shall be irrevocable, subject solely to the termination provisions set forth herein. The Grantor shall have no right or power in any capacity to revoke, terminate or alter or amend any terms of this Trust Agreement, in whole or in part, without the prior written consent of the Beneficiary and the Trustee. Notwithstanding the foregoing, this Trust Agreement may be

amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. To the extent a prior notice of an amendment is required to be filed with an insurance regulatory authority under Applicable Law, no such amendment shall be effective unless such amendment is filed by the Grantor or the Beneficiary with such insurance regulatory authority in compliance with any applicable time period and approved by such insurance regulatory authority or not disapproved by such insurance regulatory authority within any applicable time period.

Section 9.3 Assignment. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives, whether by merger, consolidation or otherwise. This Trust Agreement may not be assigned by any party without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 9.4 Counterparts. This Trust Agreement may be executed in any number of counterparts (including by means of facsimile or PDF), all of which shall constitute one and the same original.

Section 9.5 Notices. Unless otherwise specifically provided herein, all notices and other communications under this Trust Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made when personally delivered or sent by overnight courier service, facsimile or electronic media, or upon receipt when sent by registered or certified mail) by (i) delivery in person, (ii) overnight courier service, (iii) facsimile or electronic media or registered or certified mail (postage prepaid, return receipt requested), to the respective parties at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.5):

If to the Beneficiary:

Athene Life Insurance Company of New York
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Telephone: (515) 342-3160
Facsimile: (877) 733-8593
Attention: Erik H. Askelsen
Email: easkelsen@athene.com

with copies (which shall not constitute notice) to:

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, IA 50266
Attention: Erik Askelsen
Email: legal@athene.com

and

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Grantor:

First Allmerica Financial Company
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772
Telephone: (508) 460-2408
Facsimile: (212) 493-9888
Attn: Scott Silverman, Esq.

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Attn: John M. Vasily, Esq.
Thomas M. Kelly, Esq.

If to the Trustee:

U.S. Bank National Association
c/o Glenda Webb, Vice President & Relationship Manager
U.S. Bank Institutional Trust & Custody
225 Water Street, Suite 700
Jacksonville, FL 32202
Telephone: 904-358-5368
Facsimile: 904-358-5353

Section 9.6 Severability. Whenever possible, each provision or portion of any provision of this Trust Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any term or provision of this Trust Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, and this Trust Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 9.7 Further Assurances. The Grantor and the Beneficiary shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions of this Trust Agreement.

Section 9.8 Entire Agreement. This Trust Agreement contains the entire agreement among the Beneficiary and the Grantor with respect to the Trust created herein and supersedes all prior agreements, written or oral, with respect thereto.

Section 9.9 Governing Law; Jurisdiction; Enforcement.

(a) This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof. The establishment and maintenance of the Trust Account, and all interests, duties and obligations with respect thereto, shall be governed by the laws of the State of New York.

(b) Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Trust Agreement, or the transactions contemplated by this Trust Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Trust Agreement shall, if delivered, sent or mailed in accordance with Section 9.5, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS TRUST AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRUST AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS TRUST AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.9.

Section 9.10 Specific Performance. The Grantor and the Beneficiary recognize and agree that, as between themselves, if for any reason any of the provisions of this Trust Agreement required to be performed by the Grantor or the Beneficiary for the benefit of the other, are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, the Grantor and the Beneficiary agree that, in addition to any other available remedies, the Grantor and the Beneficiary shall be entitled to an injunction restraining any violation or threatened violation of any of the provisions of this Trust Agreement by the other without the necessity of posting a bond or other form of security. In the event that any action should be brought in equity to enforce any of the provisions of this Trust Agreement by either the Grantor or the Beneficiary, neither the Grantor nor the Beneficiary will allege, and the Grantor and the Beneficiary each hereby waives the defense, that there is an adequate remedy at law.

Section 9.11 Construction and Effect. This Trust Agreement and the enforceability hereof shall not be subject to the satisfaction of any conditions or qualifications not expressly included herein.

Section 9.12 USA Patriot Act. The Grantor and the Beneficiary each hereby acknowledges that the Trustee is subject to federal laws, including the Customer Identification Program ("CIP") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Trustee must obtain, verify and record information that allows the Trustee to identify the Grantor and the Beneficiary. Accordingly, prior to opening the Trust Account hereunder, the Trustee will ask the Grantor and the Beneficiary to provide certain information including, but not limited to, the Grantor's and the Beneficiary's name, physical address, tax identification number and other information that will help the Trustee to identify and verify the Grantor's and the Beneficiary's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Each of the Grantor and the Beneficiary agrees that the Trustee cannot open the Trust Account hereunder unless and until the Trustee verifies the Grantor's and the Beneficiary's identity in accordance with the Trustee's CIP.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the date first above written.

ATHENE LIFE INSURANCE
COMPANY OF NEW YORK, as
Beneficiary

By: _____
Name:
Title:

[Signature Page to Trust Agreement]

FIRST ALLMERICA FINANCIAL LIFE
INSURANCE COMPANY, as Grantor

By: _____
Name:
Title:

[Signature Page to Trust Agreement]

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Name:
Title:

[Signature Page to Trust Agreement]

EXHIBIT A

FORM OF GRANTOR SUBSTITUTION NOTICE

[DATE]

[TRUSTEE]
[TRUSTEE ADDRESS]
Attention: [•]
Facsimile: [•]

Ladies and Gentlemen:

Reference is hereby made to the Trust Agreement, dated as of July 31, 2015 (as amended, supplemented or otherwise modified from time to time, the **Trust Agreement**"), by and among Athene Life Insurance Company of New York (the "**Beneficiary**"), First Allmerica Financial Life Insurance Company, (the "**Grantor**"), and U.S. Bank National Association (the "**Trustee**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Trust Agreement.

Pursuant to Section 3.1 of the Trust Agreement, the Grantor hereby requests and authorizes the Trustee to substitute the Trust Assets described below held in Trust Account No. [•] for the Replacement Assets described below. The Trustee is hereby authorized and directed to transfer such Trust Assets in accordance with the directions set forth below concurrent with receipt of the Replacement Assets set forth below:

1. Trust Assets to be Withdrawn and Transferred:

[Description of each Trust Asset, and the Statutory Book Value thereof, to be withdrawn from the Trust Account.]

2. Replacement Assets to be deposited into the Trust Account:

[Description of each Replacement Asset, and the Statutory Book Value thereof, to be deposited in the Trust Account.]

3. Transfer Directions:

Transferee: _____

Location of Account: _____

Account No.: _____

4. Transfer Date: _____

The Grantor hereby certifies that the substitution of assets provided for herein meets the requirements set forth in Section 3.1 of the Trust Agreement.

[The Grantor hereby further certifies that the Beneficiary was provided written notice of the substitution of assets provided for herein and did not provide written notice to the Grantor of the withholding of its consent to such substitution of assets within two Business Days following their receipt of written notice of such substitution of assets, and, therefore, the Beneficiary's consent to the substitution of assets provided for herein is deemed to be provided in accordance with Section 3.1 of the Trust Agreement.]

FIRST ALLMERICA FINANCIAL LIFE
INSURANCE COMPANY

By: _____

Name:

Title:

The Beneficiary hereby consents
to the substitution of assets provided
for herein.

By: _____

Name:

Title:

EXHIBIT B

FORM OF BENEFICIARY WITHDRAWAL NOTICE

[DATE]

[TRUSTEE]
[TRUSTEE ADDRESS]
Attention: [•]
Facsimile: [•]

[insert Grantor notice information]

Ladies and Gentlemen:

Reference is hereby made to the Trust Agreement, dated as of July 31, 2015 (as amended, supplemented or otherwise modified from time to time, the **Trust Agreement**"), by and among Athene Life Insurance Company of New York (the "**Beneficiary**"), First Allmerica Financial Life Insurance Company, (the "**Grantor**"), and U.S. Bank National Association (the "**Trustee**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Trust Agreement.

Pursuant to Section 4.2 of the Trust Agreement, the undersigned Beneficiary hereby requests and authorizes the Trustee to withdraw the Trust Assets described below from Trust Account No. [•], and to transfer such Trust Assets in accordance with the directions set forth below:

1. Trust Assets to be Withdrawn and Transferred:

[Description of each Trust Asset to be withdrawn from the Trust Account.]

2. Transfer Directions:

Transferee: _____

Location of Account: _____

Account No.: _____

3. Transfer Date: _____

The undersigned Beneficiary hereby certifies that the withdrawal of assets provided for herein meets the requirements set forth in Section 4.2 of the Trust Agreement.

ATHENE LIFE INSURANCE COMPANY OF
NEW YORK

By: _____
Name:

COINSURANCE AND ASSUMPTION AGREEMENT

between

AVIVA LIFE AND ANNUITY COMPANY

and

PRESIDENTIAL LIFE INSURANCE COMPANY – USA

Dated as of October 1, 2013

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COINSURANCE AND ASSUMPTION AGREEMENT

This Coinsurance and Assumption Agreement (this "Agreement"), dated as of October 1, 2013, is made by and between Aviva Life and Annuity Company, an insurance company organized under the laws of the State of Iowa (the "Company"), and Presidential Life Insurance Company—USA, an insurance company organized under the laws of the State of Iowa (the "Reinsurer"; each of the Company and the Reinsurer, a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Company desires to cede or retrocede to the Reinsurer, on the terms and conditions stated herein, all of its liabilities under certain life insurance policies issued and reinsured by it;

WHEREAS, the Reinsurer desires to reinsure such policies from the Company on the terms and conditions stated herein;

WHEREAS, the Company and the Reinsurer intend that the basis of the reinsurance shall be 100% coinsurance by the Reinsurer;

WHEREAS, subject to a transition services agreement entered into on the date hereof between Aviva USA Corporation and the Reinsurer (the "Transition Services Agreement"), the Company and the Reinsurer intend that the Reinsurer will provide certain administrative services for policies reinsured hereunder, and the Company and the Reinsurer have entered into an Administrative Services Agreement, dated as of the date hereof (the "Administrative Services Agreement"), pursuant to which the Reinsurer shall provide such administrative services on the terms and conditions stated therein; and

WHEREAS, with the exception of the Closed Block Policies (as defined herein), the Reinsurer is required to novate each Reinsured Policy (as defined herein) for which Required Party (as defined herein) consents have been obtained and to assume any such Reinsured Policy as the Reinsurer's direct obligation, and the Company and the Reinsurer intend to cooperate fully in effectuating the assumption and novation of any such Reinsured Policies in accordance with all requirements of Applicable Law (as defined herein).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Company and the Reinsurer hereby agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. Unless the context requires otherwise, for all purposes of this Agreement, the capitalized terms set forth below shall have the following meanings:

"2013 Policies" means any Policies issued or reinsured by the Company on or after January 1, 2013 and prior to the Effective Date.

“Action” has the meaning ascribed thereto in the Purchase Agreement.

“Actual Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(vi).

“Additional Collateral Amount” means, as of any date of determination, the greater of (a) zero and (b) (i) the Custody Account OC Amount, *plus* (ii) the Custody Account Ceding Commission Amount, *minus* (iii) the Captive Financing Excess Collateral Amount.

“Additional Life Reference Balance Sheet Assets” means the additional assets referenced in the Life Reference Balance Sheet as set forth on Annex G hereto.

“Administrative Services Agreement” has the meaning ascribed thereto in the Recitals.

“Administrator” means the Reinsurer in its capacity as administrator under the Administrative Services Agreement.

“Additional Layer” has the meaning ascribed thereto in Section 4.5(a).

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

“Agreement” has the meaning ascribed thereto in the Recitals.

“AmerUS Closed Block” means the closed block of business established pursuant to the AmerUS Plan of Reorganization and operated in accordance with the AmerUS Closed Block Memorandum.

“AmerUS Closed Block Memorandum” means the Closed Block Memorandum dated as of October 25, 1995, and attached as Exhibit A to the AmerUS Plan of Reorganization.

“AmerUS Plan of Reorganization” means the Plan of Reorganization of American Mutual Life Insurance Company dated as of October 30, 1995.

“Amortization Period” means the ten (10) years following the Effective Date.

“Annuity” has the meaning ascribed thereto in Section 5.5(c).

“Annuity Payment” has the meaning ascribed thereto in Section 5.5(c).

“Applicable Law” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time, including the AmerUS Closed Block Memorandum and the AmerUS Plan of Reorganization.

“Applicable Rate” means, with respect to any date of determination, an interest rate equal to one-month LIBOR for dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as of 11:00 a.m., London time, on such date.

“Asset Identification Protocol” has the meaning ascribed thereto in the Purchase Agreement.

“Assigned EI Hedge Costs Amount” shall mean, with respect to each EI Hedge, an amount equal to the Assigned EI Hedge Interest Proportion of the gross actual direct acquisition costs paid by the Company for such EI Hedge. For the avoidance of doubt, the Assigned EI Hedge Costs Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assigned EI Hedge Proceeds Amount” shall mean, with respect to each EI Hedge and for each applicable Monthly Accounting Period, an amount equal to any amounts actually received (or deemed received) by the Company from the relevant Hedge Counterparty during such Monthly Accounting Period in accordance with the provisions of such EI Hedge, including upon an early exercise of an EI Hedge by the Company. For the avoidance of doubt, the Assigned EI Hedge Proceeds Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assumed Reinsurance Agreement” means any reinsurance agreement in effect as of the Effective Time under which the Company assumes liabilities or obligations with respect to any Policy, including the assumed reinsurance agreements listed on Schedule 1.1(i) hereto.

“Aviva Re IV” means Aviva Re USA IV, Inc., a special purpose financial captive insurance company organized under the laws of the State of Vermont.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York or Des Moines, Iowa are required or authorized by Applicable Law to be closed.

“Canada Life Captive Financing” means the transactions and agreements contemplated by the plan of operation filed on August 27, 2013 with the Vermont Insurance Division with respect to Gotham Re, Inc., a Vermont special purpose financial insurance company.

“Captive Asset Balance” means, as of any day, for each Captive Reinsurer, (i) the amount of capital and surplus of such Captive Reinsurer, *plus* (ii) the amount of the Captive Statutory Reserves for such Captive Reinsurer less the amount of such Captive Statutory Reserves financed by the financing counterparties to the Captive Financing in respect of such Captive Reinsurer, *minus* (iii) (A) in the case of the Captive Reinsurer formed in connection with the Swiss Re Captive Financing only, the Funds Withheld Account Balance (as defined in the Reinsurance Agreement for the Swiss Re Captive Financing) or (B) in the case of the Captive Reinsurer formed in connection with the Hannover Life Captive Financing only, the Funds Withheld Account 2 Balance (as defined in the Reinsurance Agreement for the Hannover Life

Captive Financing), in each case, disregarding any new business not included on April 30, 2013 within a Company Captive Financing; provided that (x) in the case of the Captive Reinsurer established in connection with the Hannover Life Captive Financing, the Captive Asset Balance shall be reduced by the amount of the Hannover Captive Excess Collateral as of such day and (y) in the case of the Captive Reinsurer established in connection with the Swiss Re Captive Financing, the Captive Asset Balance shall be increased by the Statutory Book Value of the assets held in the Swiss Re Captive Fee LLC as of such day. The Captive Asset Balance for any Captive Reinsurer shall be reduced to zero (0) upon the termination of Captive Financing to which such Captive Reinsurer is party.

“Captive Financing Excess Collateral Amount” means, as of any date of determination, the sum of (i) the Hannover Captive Excess Collateral Amount as of such day, *plus* (ii) the Statutory Book Value of the assets held in the Swiss Re Captive Fee LLC as of such day.

“Captive Financing Period” means, for any Captive Financing with a financing counterparty, the period beginning on the Effective Date and ending on the scheduled termination date as set forth in the applicable transaction documents entered into with such financing counterparty in connection with the Company Captive Financing.

“Captive Financings” means, collectively, the Canada Life Captive Financing, the Hannover Life Captive Financing, the RGA Captive Financing and the Swiss Re Captive Financing.

“Captive Policies” means those Reinsured Policies ceded under the Captive Reinsurance Agreements.

“Captive Reinsurer” means for any Captive Financing, the captive reinsurance company formed in connection with such Captive Financing.

“Captive Reinsurance Agreements” means the reinsurance treaties and agreements listed on Schedule 1.1(ii) hereto.

“Captive Statutory Reserves” means, for any Captive Reinsurer, the definition of “Statutory Reserves” as set forth in the Captive Reinsurance Agreement to which such Captive Reinsurer is a party.

“Captives” means any captive reinsurance company established by the Reinsurer to enter into a Redundant Reserve Financing Transaction.

“Ceding Commission” has the meaning ascribed thereto in Section 2.3(b), and may be either positive or negative.

“Closed Block Financing” means the captive reinsurance and financing arrangements entered into among the Company, Aviva Re IV, BNP Paribas and other parties in connection with the coinsurance agreement, dated as of December 15, 2011, by and between the Company and Aviva Re IV, and the credit facility agreement, dated as of December 15, 2011, by and between Aviva Re IV and BNP Paribas.

“Closed Block Financing Assets” means the assets of Aviva Re IV and the assets of the Company that are retained by the Company on a funds withheld basis in connection with the Closed Block Financing, excluding the letter of credit issued in connection with the Closed Block Financing.

“Closed Block Policies” means all insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, that have been issued or assumed by the Company and which are included in the AmerUS Closed Block.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning ascribed thereto in Section 2.10(b).

“Company” has the meaning ascribed thereto in the Recitals.

“Company Captive Financing” means each captive financing arrangement in place as of April 30, 2013 with a financing counterparty which is party to a Captive Financing.

“Company Indemnified Parties” has the meaning ascribed thereto in Section 12.2.

“Company Termination Payment” has the meaning ascribed thereto in Section 10.4.

“Confidential Information” means (a) with respect to the Company, any information with respect to the Company (other than information relating to the Policies) that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of the Company (other than proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Policies) and information or knowledge about the Company’s processes, services, finances and reserving methodology and (b) with respect to the Reinsurer, any information with respect to the Policies or the Reinsurer that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Policies and information or knowledge about the Reinsurer’s processes, services, finances and pricing and reserving methodology.

“Consultation Period” has the meaning ascribed thereto in Section 11.1(b).

“CPA Firm” has the meaning ascribed thereto in Section 11.1(b).

“Custodian” has the meaning ascribed thereto in Section 4.1(a).

“Custody Account” has the meaning ascribed thereto in Section 4.1(a).

“Custody Agreement” means the Custody Agreement between the Reinsurer, as customer, and the Custodian, as custodian, substantially in the form attached as Exhibit I hereto.

“Custody Account Ceding Commission Amount” means an amount equal to (i) the ratio of (x) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies if this Agreement were not in effect as of the date of determination, over (y) the Reinsurer’s Share of the Statutory Reserves with respect to the Reinsured Policies as of the Effective Date, *multiplied by* (ii) the absolute value of the Ceding Commission, *multiplied by* (iii) the ratio of (x) the remaining number of months in the Amortization Period over (y) 120.

“Custody Account OC Amount” means 2.75% *multiplied by* the sum of (i) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies (other than the Captive Policies and the Closed Block Policies) if this Agreement were not in effect, *plus* (ii) the Reinsurer’s Share of the Interest Maintenance Reserve attributable to the Reinsured Liabilities and the Closed Block Policies, *plus* (iii) the amount of any new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement, in each case, as of such date of determination and determined in accordance with SAP, consistently applied.

“Economic Reserves” means, as of any date of determination, an amount equal to the greater of (a) zero and (b) an amount calculated by the Reinsurer in accordance with the accounting and actuarial practices of the Reinsurer, consistently applied.

“Effective Date” means October 1, 2013.

“Effective Time” means 12:00:01 a.m. Eastern time on the Effective Date.

“EI Hedge” and “EI Hedges” have the meanings ascribed thereto in Section 2.11(a).

“Equity Indexed Reinsured Policies” means all indexed universal life insurance Policies included in the Reinsured Policies.

“Estimated Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(iii).

“Excess Reduction Methodology” means the methodology set forth on Annex D-3.

“Excluded Liabilities” has the meaning ascribed thereto in the Purchase Agreement.

“Excluded Reinsured Liability” has the meaning ascribed thereto in the Purchase Agreement.

“Extra Contractual Obligations” means all obligations or Losses (whether known or unknown, contingent or otherwise) incurred or arising at any time under or relating to any Policy that are not provided by the contractual benefits arising under the express terms and conditions of such Policy or are in excess of the applicable Policy benefits, including any liability for taxes, toll charges, fines, penalties, forfeitures, excess or penalty interest, punitive, special, exemplary or other form of extra-contractual damages or attorneys’ fees and costs awarded, which obligations or Losses arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, including obligations or Losses arising out of or relating to: (a) the

form, marketing, distribution, sale, underwriting, issuance, cancellation or administration of the Policies; (b) the investigation, defense, trial, settlement or handling of claims, benefits or payments under the Policies; (c) the failure to pay, the delay in payment of, or errors in calculating or administering the payment of, benefits, claims or any other amounts due or alleged to be due under or in connection with the Policies; (d) Premium Taxes other than those settled under Section 2.6 in connection with premiums received under the Policies; (e) the failure of any Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with tax treatment under the Code that is the same as or more favorable than the tax treatment under the Code (i) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the Policy by the Company or any of its predecessors or (ii) for which policies or contracts of that type were reasonably expected to qualify under the Code; (f) the treatment of any Policy as a “modified endowment contract” within the meaning of Section 7702A of the Code, except where the holder of the Policy shall have consented to its status as a “modified endowment contract” under Section 7702A; (g) the failure of the Company to comply with any applicable tax information reporting, withholding or disclosure requirements with respect to distributions or payments made pursuant to the Policies; (h) any taxes applicable to the Reinsurance Assets (but excluding the Company’s share of any taxes under Section 15.3); and (i) the failure to pay, the delay in payment, or errors in calculating or administering the payment of, unclaimed property, escheat or other similar liabilities related to the Policies; provided that “Extra Contractual Obligations” will not under any circumstances include (x) any such liabilities, obligations or Losses incurred or arising solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer in writing or (y) U.S. federal or state income or capital stock or similar taxes (or any interest or penalties imposed with respect to the payment or reporting thereof) imposed upon the Company or any of its Affiliates.

“Fair Market Value” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Company, consistently applied.

“Fixed Spread Policies” means the certain block of life insurance policies and contracts s (including supplementary contracts), known between the parties as the “fixed spread business”, together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company.

“Funds Withheld Account” has the meaning ascribed thereto in Section 4.4(c).

“Funds Withheld Assets” has the meaning ascribed thereto in Section 4.4(d).

“Governmental Entity” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“Governmental Order” means any order, writ, judgment, injunction, declaration, decree, stipulation, determination, award, agreement or permitted practice entered by or with any Governmental Entity.

“Hannover Captive Excess Collateral Amount” means, as of any day, the aggregate Statutory Book Value of the assets of the Captive Reinsurer formed in connection with the Hannover Life Captive Financing that are in excess of the assets required to be held by such Captive Reinsurer to maintain a RBC Ratio of 350%.

“Hannover Life Captive Financing” means the transactions and agreements contemplated by the plan of operation filed on August 26, 2013 with the Iowa Insurance Division with respect to Cape Verity II, Inc., an Iowa limited purpose subsidiary life insurance company.

“Hannover Reduction Methodology” means the methodology set forth on Annex D-2.

“Hedge Counterparty” means, with respect to each EI Hedge, the counterparty of the Company with respect to such EI Hedge.

“Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(i).

“Initial Coinsurance Premium Adjustment” has the meaning ascribed thereto in Section 2.3(a)(v).

“Initial Coinsurance Premium Reconciliation Statement” has the meaning ascribed thereto in Section 2.3(a)(v).

“Interest Maintenance Reserve” means the amounts set forth on Schedule 2.12 as revised as of the Effective Date. The calculation of the Interest Maintenance Reserve for purposes of Section 2.3(a)(i)(C) (the calculation of the Interest Maintenance Reserve created at the Effective Time as a direct result of the transactions contemplated by this Agreement) shall be equal to any net pre-tax realized capital gains multiplied by 65%.

“Life Reference Balance Sheet” means the balance sheet for the Life Business (as defined in the Purchase Agreement) attached as Annex F hereto.

“Losses” means any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, fees, assessments, interest, penalties and reasonable costs and expenses (including reasonable attorneys’ fees and expenses).

“Market Value of Unavailable Assets” means an amount equal to the aggregate of (i) the Fair Market Value of the assets labeled “Sold Assets” and “Other Assets” on Annex A-2 as of the Effective Date, *plus* (ii) the par value of the assets labeled “Matured Assets” on Annex A-2.

“Monthly Accounting Period” means, with respect to any calendar month, the period beginning on the first day of such calendar month and ending on the last day of such calendar month.

“Net Retained Liabilities” means, with respect to any time of determination, all liabilities or obligations in respect of any Policy that, under the terms of any Other Reinsurance Agreement covering such Policy, (a) the Company is required to retain unreinsured and for its own account or (b) in the opinion of the Company and the Reinsurer, requires consent from any party to such Other Reinsurance Agreement in order to effect reinsurance under this Agreement, and as to which a waiver of such requirement or other consent has not been obtained prior to such time of determination.

“Net Retained Liabilities Adjustment Period” has the meaning ascribed thereto in Section 2.4(b)(ii).

“Net Retained Liability Reserve Transfer Amount” means, with respect to any Net Retained Liability for which subsequent to the Effective Date a waiver or consent is obtained to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, the sum of (a) the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to such Net Retained Liability as of the Effective Date, less (b) the Reinsurer’s Share of (x) policy loan balances on such Net Retained Liability as of the Effective Date, and (y) net due and deferred Premiums on such Net Retained Liability as of the Effective Date, reduced by credit for reinsurance taken by the Company in respect of such Net Retained Liability for Other Reinsurance as of the Effective Date.

“Net Settlement” has the meaning ascribed thereto in Section 6.2(a).

“Non-Guaranteed Elements” has the meaning ascribed thereto in Section 2.8(b).

“Notice and Certificate of Assumption” has the meaning ascribed thereto in Section 7.3(a).

“Notice of Agreement” has the meaning ascribed thereto in Section 11.1(a).

“Novated Contracts” has the meaning ascribed thereto in Section 7.4.

“Option Letter” has the meaning ascribed thereto in Section 7.3(a).

“Other Reinsurance” means reinsurance ceded with respect to Reinsured Policies under the terms of the ceded reinsurance agreements that the Company has entered into with third parties or Aviva Re IV prior to the Effective Time covering the Reinsured Policies, including the ceded reinsurance agreements listed on Schedule 1.1(iii), and any ceded reinsurance agreement entered into by the Company with the Reinsurer’s prior written consent pursuant to Section 2.7, as all such reinsurance ceded may be in force from time to time.

“Other Reinsurance Agreements” means the reinsurance treaties and agreements documenting the Other Reinsurance (including all amendments and modifications thereto entered into prior to the Effective Date or pursuant to Section 3.2).

“Other Reinsurance Benefits” means, for any period, the aggregate amount of benefits, fees, allowances and other amounts actually received by the Company for reinsurance ceded pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Reinsurance Premiums” means, for any period, the aggregate amount of premiums paid by the Company pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Transaction Agreements” means, collectively, all of the Transaction Documents other than this Agreement.

“Party” has the meaning ascribed thereto in the Recitals.

“Parties” has the meaning ascribed thereto in the Recitals.

“Payee” has the meaning ascribed thereto in Section 9.2(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“Policies” means, collectively, (a) the life insurance policies and contracts listed on the Policy List (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company, including the Closed Block Policies, (b) the life insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company on or after January 1, 2013 and prior to the Effective Date and (c) any additional life insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company from time to time determined to be a Policy in accordance with Section 5.7.

“Policy List” means the list of policies set forth in Annex I, together with any written update to such file provided by the Company to the Reinsurer and, with respect to policies included on any such written update, which were issued or assumed by the Company prior to January 1, 2013 only if such policies are approved in writing by the Reinsurer at least three Business Days prior to the Effective Date.

“Premiums” means premiums and considerations due or to become due, premiums deferred and uncollected, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, which are or were held, received or collected by the Company, or which are now due or will become due from any source under or in connection with the Reinsured Policies, but not including Other Reinsurance Premiums.

“Premium Taxes” has the meaning ascribed thereto in Section 2.6(b).

“Producer” means each Person, including salaried employees of the Company or its Affiliates, performing the duties of insurance producer, agency, managing general agent, third party administrator, broker, solicitor, adjuster, marketer, underwriter, wholesaler, distributor, producer or customer representative for the Company.

“Producer Agreements” means contracts between the Company and any Producer.

“Producer Payments” means any expense allowance, commission, override commission, service fee or other compensation payable by the Company to a Producer pursuant to a Producer Agreement in connection with any Reinsured Policy.

“Purchase Agreement” means that certain Purchase and Sale Agreement, dated as of April 30, 2013, by and among Athene Holding Ltd. and Commonwealth Annuity and Life Insurance Company.

“Qualified United States Financial Institution” means an institution that is (a) organized or, for a United States branch or agency office of a foreign banking organization, licensed under the laws of the United States or any state thereof and has been granted authority to operate with fiduciary powers and (b) regulated, supervised and examined by federal or state authorities having regulatory authority over banks and trust companies.

“RBC Ratio” means, for the Reinsurer or any Captive Reinsurer, the ratio, as of the date of determination, of the Reinsurer’s or such Captive Reinsurer’s “total adjusted capital” over its “company action level risk-based capital,” as such terms are defined and prescribed by requirements promulgated by the National Association of Insurance Commissioners and regulations adopted by the insurance regulatory authorities in the Reinsurer’s or such Captive Reinsurer’s state of domicile, which are in effect as of such date, calculated as of the end of each calendar quarter, and using reserving methodologies and asset classifications that are in accordance with generally accepted statutory accounting principles and practices required or permitted by the National Association of Insurance Commissioners and the insurance regulatory authority in the Reinsurer’s or such Captive Reinsurer’s state of domicile, consistently applied throughout the specified period and in the immediately prior comparable period; provided, that in the event there is a material change in the factors and formulae prescribed by the insurance regulatory authority in the Reinsurer’s or such Captive Reinsurer’s state of domicile with respect to the components of and methodologies contained in such calculation, the Parties shall amend this Agreement to incorporate an alternate calculation that is reasonably equivalent to the components of and methodologies contained in the calculation of the Reinsurer’s or such Captive Reinsurer’s RBC Ratio in effect as of the Effective Date within thirty (30) calendar days after the implementation of such change, and if the Parties cannot agree on any such alternative, the Reinsurer or such Captive Reinsurer shall continue to calculate its or such Captive Reinsurer’s RBC Ratio as if such material change had not occurred.

“Redundant Reserve Financing Transactions” means the Regulation AXXX and Regulation XXX redundant reserve financing transactions to be entered into by the Company and the Captives.

“Reinsurance Assets” has the meaning ascribed thereto in Section 2.3(a)(i).

“Reinsured Liabilities” means all gross liabilities and obligations, net of Other Reinsurance Benefits, to the extent such liabilities and obligations arise out of or relate to the Reinsured Policies, including payments of any such liabilities or obligations to any Governmental Entity, whether for tax withholding, escheat, unclaimed property or otherwise, and Extra Contractual Obligations, but excluding Net Retained Liabilities, any liabilities or obligations arising out of or relating to the Novated Contracts and any Excluded Liabilities.

“Reinsured Policies” has the meaning ascribed thereto in Section 2.1.

“Reinsurer” has the meaning ascribed thereto in the Recitals.

“Reinsurer Indemnified Parties” has the meaning ascribed thereto in Section 12.1.

“Reinsurer’s Objection” has the meaning ascribed thereto in Section 11.1(a).

“Reinsurer’s Share” has the meaning ascribed thereto in Section 2.2.

“Reinsurer Termination Event” means any failure by the Company (or any successor by operation of law of the Company, including any receiver, liquidator, rehabilitator, conservator or similar Person of the Company) to pay any material amount due to the Reinsurer under this Agreement payable by the Company if such failure has not been cured within ninety (90) calendar days after receipt of written notice thereof from the Reinsurer.

“Reinsurer Termination Payment” has the meaning ascribed thereto in Section 10.5.

“Replacement Assets” has the meaning ascribed thereto in Section 4.1(c).

“Representatives” has the meaning ascribed thereto in Section 13.1.

“Required Balance” has the meaning ascribed thereto in Section 4.1(b).

“Required Party” means any policyholder, contractholder, certificate holder and/or plan sponsor, as applicable, of a Reinsured Policy whose consent is required for novation of such Reinsured Policy under (a) Applicable Law, (b) the terms of the applicable Reinsured Policy, or (c) the consent solicitation procedures set forth on Schedule 7.3(a) (which identifies requirements applicable to different types of Reinsured Policies).

“Review Period” has the meaning ascribed thereto in Section 11.1(a).

“RGA Captive Financing” means the transactions and agreements contemplated by the plan of operation filed on August 23, 2013 with the Iowa Insurance Division with respect to Cape Verity III, Inc., an Iowa limited purpose subsidiary life insurance company.

“SAP” means the statutory accounting principles and practices prescribed by the insurance regulatory authorities in the Company’s state of domicile.

“SPA” has the meaning ascribed thereto in the Purchase Agreement.

“SPA Adjusted Coinsurance Premium” shall have the meaning ascribed thereto in Section 2.3(a)(vii).

“SPA Coinsurance Premium Adjustment” shall have the meaning ascribed thereto in Section 2.3(a)(vii).

“SPA Coinsurance Premium Reconciliation Statement” shall have the meaning ascribed thereto in Section 2.3(a)(vii).

“Statutory Book Value” means the carrying value of the subject asset or liability on the books of the Reinsurer for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer’s state of domicile, consistently applied.

“Statutory Reserves” means, as of any date of determination, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to the Reinsured Policies as of such date of determination, in each case, as determined in accordance with SAP, consistently applied, and reduced by credit for reinsurance taken by the Company in respect of the Reinsured Policies for Other Reinsurance as of such date of determination. In no event shall Statutory Reserves include additional actuarial reserves (as used in connection with SAP), if any, established by the Company as a result of its annual cash flow testing.

“Supplemental Allowance” means (i) for the Canada Life Captive Financing and the RGA Captive Financing, 0, (ii) for the Swiss Re Captive Financing, for each Monthly Accounting Period prior to the expiration of the applicable Captive Financing Period, an amount equal to (A) the Supplemental Allowance Fee Rate for the Captive Reinsurer formed in connection with the Swiss Re Captive Financing as of the beginning of such Monthly Accounting Period, *multiplied by* (B) the Captive Asset Balance for the Captive Reinsurer formed in connection with the Swiss Re Captive Financing as of the beginning of such Monthly Accounting Period, *multiplied by* (C) 0.8, *multiplied by* (D) a fraction equal to 30 divided by 360 and (iii) for the Hannover Life Captive Financing, for each Monthly Accounting Period prior to the expiration of the applicable Captive Financing Period, an amount equal to the sum of (x) and (y) where (x) equals (A) the Supplemental Allowance Fee Rate for the Captive Reinsurer formed in connection with the Hannover Life Captive Financing as of the beginning of such Monthly Accounting Period, *multiplied by* (B) the Captive Asset Balance for the Captive Reinsurer formed in connection with the Hannover Captive Financing as of the beginning of such Monthly Accounting Period, *multiplied by* (C) 0.8, *multiplied by* (D) a fraction equal to 30 divided by 360 and (y) equals (A) 100 basis points, as may be reduced pursuant to the Excess Reduction Methodology *multiplied by* (B) the Hannover Captive Excess Collateral as of the beginning of such Monthly Accounting Period, *multiplied by* (C) a fraction equal to 30 divided by 360. The aggregate Supplemental Allowance for all Captive Financings will be included as part of the calculation of the Net Settlement.

“Supplemental Allowance Fee Rate” means, (i) for the Swiss Re Captive Financing, as of any date, the greater of (A) 0 and (B) 12 basis points, as may be reduced as of such date pursuant to the Swiss Re Reduction Methodology and (ii) for the Hannover Life Captive Financing, as of any date, the greater of (x) 0 and (y) 15 basis points, as may be reduced as of such date pursuant to the Hannover Reduction Methodology.

“Supplementary Contracts” shall mean all supplementary contracts, whether with or without life contingencies, issued by the Company upon the Annuitization of a Reinsured Policy.

“Swiss Re Captive Fee LLC” means Tapioca View LLC.

“Swiss Re Captive Financing” means the transactions and agreements contemplated by the plan of operation filed on August 27, 2013 with the Iowa Insurance Division with respect to Cape Verity I, Inc., an Iowa limited purpose subsidiary life insurance company.

“Swiss Re Reduction Methodology” means the methodology set forth on Annex D-1.

“Systems Conversion” has the meaning ascribed thereto in Section 5.5(c).

“Targeted Policies” has the meaning ascribed thereto in Section 7.1.

“Taxes” has the meaning ascribed thereto in the Purchase Agreement.

“Tax Returns” has the meaning ascribed thereto in the Purchase Agreement.

“Transaction Documents” has the meaning ascribed thereto in the Purchase Agreement.

“Transition Services Agreement” has the meaning ascribed thereto in the Recitals.

“UCC” has the meaning ascribed thereto in Section 2.9(c)(i).

“Unavailable Asset Amount” means an amount equal to the Statutory Book Value of the assets set forth on Annex A-2 as of the date such assets were sold or otherwise became unavailable to transfer under this Agreement.

“Unavailable Assets” means assets of the Company that are unavailable to be transferred under this Agreement as set forth on Annex A-2.

“Unresolved Items” has the meaning ascribed thereto in Section 11.1(b).

Section 1.2 Construction.

(a) For purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated.

(b) Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

(c) For purposes of this Agreement, the term “including” means “including but not limited to.”

(d) Whenever used in this Agreement, the masculine gender shall include the feminine and neutral genders.

(e) All references herein to Articles, Sections, Subsections, Paragraphs, Exhibits, Annexes and Schedules shall be deemed references to Articles, Sections, Subsections and Paragraphs of, and Exhibits, Annexes and Schedules to, this Agreement, unless the context shall otherwise require.

(f) Any reference herein to any statute, agreement or document, or any section thereof, shall, unless otherwise expressly provided, be a reference to such statute, agreement, document or section as amended, modified, restated, supplemented or otherwise changed (including any successor section) and in effect from time to time.

(g) All terms defined in this Agreement shall have the defined meaning when used in any Schedule, Annex, Exhibit, certificate or other documents attached hereto or made or delivered pursuant hereto unless otherwise defined therein.

ARTICLE II COINSURANCE

Section 2.1 Scope and Basis of Reinsurance. The reinsurance provided under this Agreement applies to all Policies, other than Novated Contracts, that are (a) issued by the Company and in force as of the Effective Time, (b) issued by the Company after the Effective Time in accordance with Section 5.6 hereof, (c) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time, and (d) reinstated by the Company in accordance with Section 5.4 hereof (collectively, the “Reinsured Policies”); provided, that “Reinsured Policies” shall not include (i) any Supplementary Contracts or any Policies that have been subject to an Annuitization in accordance with Section 5.5(c) or (ii) the Fixed Spread Policies.

Section 2.2 Reinsuring Clause. Subject to the terms and conditions of this Agreement, the Company hereby cedes and the Reinsurer hereby reinsures on a coinsurance basis as of the Effective Time, 100% (the “Reinsurer’s Share”) of all Reinsured Liabilities.

Section 2.3 Transfer of Assets and Ceding Commission.

(a) Coinsurance Premium.

(i) On the Effective Date, the Company will pay to the Reinsurer an initial coinsurance premium that relates to the Reinsured Policies consisting of (1) assets that are listed and that have Fair Market Values (exclusive of accrued interest) set forth on Annex A-1 (the “Reinsurance Assets”), equal to the Reinsurer’s Share of the following amount: (A) (x) the Statutory Reserves held by the Company with respect to the Reinsured Policies (other than the Captive Policies and the Closed Block Policies), *minus* (y) the Unavailable Asset Amount, *plus* (B) the Economic Reserves held by the Company with respect to the Captive Policies, *plus* (C) the amount of any new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement divided by 65%, *minus* (D) the amount of

outstanding policy loans on the Reinsured Policies (other than the Closed Block Policies) (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (E) the net due and deferred Premiums on the Reinsured Policies (other than the Closed Block Policies), *minus* (F) the aggregate Statutory Book Value of the EI Hedges as of the Effective Date *plus* (2) cash equal to (A) the Interest Maintenance Reserve attributable to the Reinsured Liabilities other than the Closed Block Policies, *plus* (B) the other liabilities set forth on the Life Reference Balance Sheet, *minus* (C) the Additional Life Reference Balance Sheet Assets, *plus* (D) Market Value of the Unavailable Assets, *minus* (E) the amount of accrued interest on the Reinsurance Assets, multiplied by the ratio of aggregate Fair Market Value of the Reinsurance Assets, divided by the aggregate Statutory Book Value of the Reinsurance Assets, in the case of each of clauses (1)(A), (1)(D), (1)(E), (2)(A) and (2)(D) determined in accordance with SAP, consistently applied, as of the Effective Time (such amount, the “Initial Coinsurance Premium”). For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, for purposes of calculating the Initial Coinsurance Premium, the term “Reinsured Policies” shall not include the portion of the Policies from which Net Retained Liabilities, if any, arise. The Reinsurance Assets set forth in clause (1) will consist of assets having an aggregate Statutory Book Value on the Company’s books and records as of the Effective Time equal to the amount set forth in clause (1) of the Initial Coinsurance Premium without taking into account the amounts set forth in sub clause (1)(C) thereof.

(ii) The Company shall cause the Closed Block Financing Assets as of the Effective Time to consist of those assets set forth on Annex H.

(iii) The amount of the Initial Coinsurance Premium paid on the Effective Date shall be determined on an estimated basis (the “Estimated Initial Coinsurance Premium”) as follows: (x) with respect to each of the items set forth in clauses (1)(A), (B) and (D) and (2)(A), (B), (C) and (E) of the definition of “Initial Coinsurance Premium,” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be equal to the respective amounts set forth on the Life Reference Balance Sheet; and (y) with respect to the item set forth in clauses (1)(C) and (2)(D) of the definition of “Initial Coinsurance Premium,” the portion of the Estimated Initial Coinsurance Premium attributable to such item shall be determined by the Company in good faith and in a manner consistent with the principles governing the preparation of the Life Reference Balance Sheet on an estimated basis as of the date that is three (3) Business Days prior to the Effective Date.

(iv) On the Effective Date, the Company shall deliver to the Reinsurer a statement setting forth (A) the amount of the Estimated Initial Coinsurance Premium, determined as of the date that is three (3) Business Days prior to the Effective Date, and (B) the final list of Reinsurance Assets on Annex A-1 and Unavailable Assets on Annex A-2, and will include the Fair Market Value of the Reinsurance Assets and Unavailable Assets, determined as of the date that is three (3) Business Days prior to the Effective Date.

(v) No later than fifty (50) Business Days after the Effective Date, the Company shall deliver to the Reinsurer a statement (the "Initial Coinsurance Premium Reconciliation Statement") prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (1)(A)-(F) and (2)(A)-(E) of the definition in each of the "Initial Coinsurance Premium" (such amount, the "Actual Initial Coinsurance Premium") and (2) the Fair Market Value of the Reinsurance Assets as of the Effective Date. The "Initial Coinsurance Premium Adjustment" shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the Actual Initial Coinsurance Premium *minus* the Estimated Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Fair Market Value of the Reinsurance Assets on the Effective Date *minus* the Fair Market Value of the Reinsurance Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 2.3(a)(i). If the Initial Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Initial Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount of cash equal to the absolute value of the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(vi) No later than thirty (30) Business Days following any final adjustments to the Purchase Price (as defined in the SPA) in accordance with Annex C of the SPA, the Company shall deliver to the Reinsurer a statement (the "SPA Coinsurance Premium Reconciliation Statement") prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (1)(A)-(F) and (2)(A)-(E) of the definition in each of the "Initial Coinsurance Premium" (such amount, the "SPA Adjusted Coinsurance Premium") and (2) the Fair Market Value of the Reinsurance Assets as of the Effective Date. The "SPA Coinsurance Premium Adjustment" shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the SPA Adjusted Coinsurance Premium *minus* the Actual Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Fair Market Value of the Reinsurance Assets determined in connection with the calculation of the SPA Adjusted Coinsurance Premium *minus* the Fair Market Value of the Reinsurance Assets determined in connection with the calculation of the Actual Initial Adjusted Coinsurance Premium. If the SPA Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the SPA Coinsurance Premium

Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the SPA Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount of cash equal to the absolute value of the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(vii) The Initial Coinsurance Premium Adjustment and the SPA Coinsurance Premium Adjustment shall be paid in cash, but shall be calculated as though such adjustments were payable by transferring a combination of cash and assets having the same ratio of Fair Market Value to Statutory Book Value as the Reinsurance Assets on the Effective Date.

(b) Ceding Commission. In consideration of the reinsurance ceded hereunder, on the Effective Date, the Company shall pay a ceding commission to the Reinsurer equal to \$203,000,000 (the "Ceding Commission"). In addition, on the Effective Date, the Reinsurer shall pay to the Company an amount equal to \$335,000,000.

Section 2.4 Net Retained Liabilities.

(a) The Company shall be solely responsible for, and the Reinsurer will cooperate reasonably to obtain all waivers and consents necessary in order to reinsure 100% of the Net Retained Liabilities under this Agreement. The Company and the Reinsurer, at the Company's reasonable instruction, shall each use their reasonable best efforts in the context of current market conditions to obtain any such waivers and consents (it being understood that the Company's and the Reinsurer's executive officers shall, to the extent reasonably appropriate, be personally engaged in that process) and promptly advise the other Party of any communications with respect to any such waivers and consents. All correspondence from the Reinsurer to any Person from whom such a waiver or consent is sought shall be in a form approved by the Company. The Company shall effect any such action with respect to such waivers and consents, including sending correspondence requesting such waivers and consents. To the extent that after the Effective Time, any written waivers or consents are obtained to reinsure a Net Retained Liability in respect of a Policy under the terms of this Agreement or the Parties otherwise agree in writing that any such waivers or consents shall not be required as a condition to coverage of such Policy hereunder, then the liability and obligation pertaining to such Policy shall no longer be deemed a Net Retained Liability for purposes of this Agreement and the liability and obligation pertaining to such Policy shall be reinsured hereunder effective as of the date of such written consent, waiver or agreement by the Parties, as applicable.

(b) With respect to any such written waiver or consent that is obtained or any such other agreement between the Parties that any such waivers or consents shall not be required as a condition to coverage hereunder, in each case, after the Effective Date:

(i) the Company shall pay the Reinsurer an amount of cash equal to the Net Retained Liability Reserve Transfer Amount with respect to such Net Retained Liability for which waiver or consent was obtained or with respect to which the Parties agreed did not require a consent or waiver as a condition to coverage hereunder;

(ii) the Company shall deliver to the Reinsurer a statement setting forth the Company's good faith calculation of the difference (whether positive or negative) between (x) the aggregate amount of the premiums and considerations, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements, reinsurance recoverables and similar amounts, received or collected by the Company in respect of the portion of the Policies from which the relevant Net Retained Liabilities arise during the period following the Effective Date and prior to the date on which such waiver or consent was obtained or with respect to which the Parties agreed such waiver or consent was not required as a condition to coverage hereunder (the "Net Retained Liabilities Adjustment Period"); and (y) the aggregate amount equal to the obligations, including any and all death claims, cash surrender benefits, policyholder dividends, reinsurance premiums, commissions and similar amounts, arising out of or relating to the portion of the Policies from which the relevant Net Retained Liabilities arise (including Extra Contractual Obligations) incurred by the Company during the Net Retained Liabilities Adjustment Period. If such amount is positive, then such amount shall be due to be paid the Company by the Reinsurer, and if such amount is negative, then such amount shall be due to be paid to the Reinsurer by the Company, in each case, together with an amount of interest on such payment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(iii) The payment of the amounts in clauses (i) and (ii) shall be reflected in the Net Settlement for the month in which such consent or waiver was obtained and paid in accordance with Section 6.2.

(c) For the avoidance of doubt, prior to obtaining any such required written consents or waivers, or the making of any such written agreement, the portion of each Policy from which Net Retained Liabilities arise shall not be deemed to constitute a Reinsured Policy for purposes of this Agreement; provided that the Reinsurer shall provide administrative services with respect to any Net Retained Liabilities (and the associated Policies) pursuant to the Administrative Services Agreement. Except as otherwise contemplated by this Section 2.4, the Company shall bear the cost of obtaining any waivers or consents to reinsure a Net Retained Liability.

(d) Until 100% of the Net Retained Liabilities have been reinsured under this Agreement, the Net Settlement for each month shall reflect an adjustment to the Ceding Commission calculated by reference to the then-current amount of the Net Retained Liabilities in accordance with Annex C.

Section 2.5 Producer Payments.

(a) Subject to the Transition Services Agreement, the Reinsurer hereby assumes any and all liabilities and obligations of the Company to make, and agrees that it shall be financially responsible for, all Producer Payments owed from and after the Effective Time that are due in respect of premiums collected and received with respect to the Reinsured Policies. The Company hereby designates the Reinsurer as “paying agent” to make such Producer Payments directly to the applicable Producers from and after the Effective Date (except to the extent that AUSA or its Affiliates are making such Producer Payments pursuant to the Transition Services Agreement). The Company shall act at the Reinsurer’s written direction and expense to exercise all rights of the Company relating to the Reinsured Policies under the terms of the Producer Agreements, including any rights to suspend or terminate Producer Payments to such Producers for any reason or cause set forth in the Producer Agreements, in each case only to the extent such rights thereunder relate to the Reinsured Policies; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(b) As part of the Net Settlement, the Reinsurer shall pay to the Company from Producer Payments due to a Producer aggregate amounts equal to the agent debit balances, commission claw-backs, agent advances and agent loans maintained by the Company with respect to the applicable Producer and identified by the Company and the Reinsurer, provided that the Reinsurer shall no longer be required to pay such an amount in respect of any balance, claw-back, advance or loan that it acquires from the Company. The Reinsurer shall not be required to pay any such amounts paid to the Company under this Section 2.5(b) to a Producer pursuant to Section 2.5(a).

Section 2.6 Guaranty Fund Assessments and Premium Taxes.

(a) Guaranty Funds Assessments. In the event the Company is required to pay an assessment on or after the Effective Date in respect of the Reinsured Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction, the portion, if any, of such assessment related to such Reinsured Policies shall be reimbursed by the Reinsurer as part of the applicable monthly settlement pursuant to Section 6.2. To the extent there is any recovery of any such assessment paid by the Reinsurer, the Company shall promptly pay the Reinsurer’s Share of such recovery to the Reinsurer.

(b) Premium Taxes.

(i) The Reinsurer shall pay to the Company a provision for premium taxes and other charges, fees, taxes and assessments, including retaliatory taxes (collectively, “Premium Taxes”), incurred or imposed on or after the Effective Date in connection with premiums written or received under the Reinsured Policies. The provision for Premium Taxes shall be estimated at 1.8% of premiums received under the Reinsured Policies, as calculated on a monthly basis, and shall be paid by the Reinsurer to the Company as part of the monthly settlement pursuant to Section 6.2 and adjusted annually to an actual rate for each year as part of the monthly settlement pursuant to

Section 6.2 for the second calendar month of the following year, with such monthly settlement to reflect the difference between actual Premium Taxes in respect of the Reinsured Policies (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 2.6(a)) and estimated Premium Taxes.

(ii) Each Party shall promptly notify the other in writing upon receipt by it or any of its Affiliates of notice of any pending or threatened Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes.

(iii) The Company shall have the right to control the conduct of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes, and to employ counsel of the Company's choice; provided, that the Reinsurer shall be permitted, at the Reinsurer's expense, to be present at, and to participate in, any Action related to Premium Taxes. Notwithstanding such control, the Company shall not settle, either administratively or after the commencement of litigation, any claim for Premium Taxes without the consent of the Reinsurer, which consent shall not be unreasonably withheld or delayed. The Parties shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the preparation for any Premium Tax audit or other Action related to Premium Taxes, and the prosecution or defense of any Action related to any Premium Taxes or any Premium Tax Returns filed in connection with such Premium Taxes. The Parties shall reasonably cooperate with each other in the conduct of any Action related to any Premium Taxes. Any information obtained under this Section 2.6(b)(iii) shall be kept confidential, except as otherwise reasonably may be required in connection with the filing of Premium Tax Returns or claims for Premium Tax refunds or in conducting any Action related to Premium Taxes.

Section 2.7 Other Reinsurance. This Agreement is written on a "gross" basis and thus the costs and benefits of Other Reinsurance inuring on the Reinsured Policies are intended to be borne by the Reinsurer. Other Reinsurance with respect to the Reinsured Policies shall be deemed to be inuring to the Reinsurer's benefit for all purposes of this Agreement and shall be accounted for herein such that the Reinsurer participates in the Reinsurer's Share of any premiums, benefits, recoveries, ceding or expense allowances, other allowances and other adjustments as such amounts and such risks are paid, received or otherwise collected by the Company with respect to such Other Reinsurance, it being understood that the Reinsurer shall bear all risk of collecting third party reinsurance and reinsurance provided by Aviva Re IV (in both cases, except as otherwise provided in Section 3.2(c)). Risks under the terms of any agreement of Other Reinsurance as shall be terminated or recaptured with the Reinsurer's prior written consent shall be ceded automatically hereunder to the Reinsurer without any further action required, subject to the receipt by the Reinsurer of the Reinsurer's Share of any reserve transfer or similar transfer or settlement amount received by the Company from the applicable third party reinsurer or Aviva Re IV, as applicable. In connection with any such termination or recapture with the Reinsurer's prior written consent, the Reinsurer shall pay the Reinsurer's Share of any resulting special transfer or recapture fee incurred by the Company. The Company covenants that absent the prior written consent of the Reinsurer, the Company shall not enter into any new or change any existing reinsurance cession with respect to any of the Reinsured Policies.

Section 2.8 Policy Changes and Non-Guaranteed Elements.

(a) Policy Changes. The Company agrees that it shall not make any changes in the provisions and conditions of a Reinsured Policy or an Assumed Reinsurance Agreement except with the Reinsurer's prior written consent or to the extent that any change to the terms of any Reinsured Policy is required by Applicable Law. To the extent a change is required by Applicable Law, the Company shall, within a reasonable period of time prior to effecting such change, provide reasonably detailed written notice to the Reinsurer describing the nature of such change and the reasons for making such change. The Company shall also afford the Reinsurer, at the Reinsurer's expense, the opportunity, to the extent reasonably practicable, to object to such change under applicable administrative procedures; provided, that the Reinsurer may only object to such change in the same manner and to the same extent as it objects to any similar change required by any Applicable Law to substantially similar Novated Contracts.

(b) Non-Guaranteed Elements. The Company will be responsible for determining the cost of insurance charges, loads and expense charges, credited interest rates, mortality and expense charges, administrative expense risk charges and policyholder dividends, as applicable, under the Reinsured Policies ("Non-Guaranteed Elements"); provided, that the Reinsurer may provide written recommendations regarding the Non-Guaranteed Elements to the Company and, provided that such recommendations are the same as the Non-Guaranteed Elements established by the Reinsurer for substantially similar Novated Contracts and comply with the written terms of the Policies, Applicable Law and Actuarial Standards of Practice promulgated by the Actuarial Standards Board governing redetermination of non-guaranteed charges, if the Company does not follow such recommendations, then, the Company shall indemnify and hold harmless the Reinsurer for Losses arising out of the Company's failure to follow the recommendations of the Reinsurer. The Company may not change the Non-Guaranteed Elements without the Reinsurer's prior written consent.

Section 2.9 Ownership of Premiums. Payment of Premiums to the Reinsurer, as Administrator pursuant to the Administrative Services Agreement, by or on behalf of a policyholder shall be deemed received by the Company. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Date by the Company for premiums, fees or other payments on or in respect of the Reinsured Policies shall be held in trust by the Company for the benefit of the Reinsurer and shall be immediately transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to the Reinsured Policies that are payable to, or to the order of, the Company and received by the Reinsurer under this Agreement. As between the Parties, the Reinsurer shall be deemed owner of all such payments.

Section 2.10 Assignment; Security Interest

(a) The Company hereby assigns, transfers and conveys to the Reinsurer, effective as of the Effective Time, all of Company's right, title and interest (legal, equitable or otherwise), if any, (i) under the Reinsured Policies to receive principal and interest paid on policy loans and (ii) in and to the Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies. The Reinsurer and the Company hereby agree that, in connection with any termination of this Agreement, all of the Reinsurer's right, title and interest (legal, equitable or otherwise) in and to the items set forth in (i), (ii) and (iii) above shall be immediately assigned, transferred and conveyed to the Company without any further action by the Parties. Each Party, as reasonably requested by the other from time to time, shall take all reasonably appropriate action and execute any reasonably necessary and appropriate additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out the provisions of this Section 2.10(a).

(b) The Parties intend that at all times prior to the termination of this Agreement the Company's assignment pursuant to Section 2.10(a) to be a present assignment of all of the Company's rights, title and interest and not an assignment as collateral. However, to the extent that such assignment is not recognized as a present assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance to the Reinsurer, the Company does hereby bargain, sell, convey, assign and otherwise pledge to the Reinsurer, and grant a first priority security interest to the Reinsurer in, all of the Company's right, title and interest (legal, equitable or otherwise), if any, (i) under the Reinsured Policies to receive principal and interest paid on policy loans and (ii) in and to all Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies (collectively, the "Collateral") to secure all of the Company's obligations under this Agreement.

(c) Upon the failure of the Company to fully perform any of its material obligations under this Agreement, including Sections 6.2 and 10.5, which failure is not caused by the Reinsurer as Administrator and remains uncured ten (10) days after written notice thereof is received by the Company, the Reinsurer shall have, in addition to all other rights under this Agreement or under Applicable Law, the following rights:

- (i) the right to exercise all rights and remedies granted a secured party under the Uniform Commercial Code, as said code has been enacted in the State of Iowa or any other applicable jurisdiction (the "UCC"), as though all the Collateral constituted property subject to a security interest under Article 9 thereof;
- (ii) the right to set off against any of the Collateral any amounts owed by the Company to the Reinsurer;
- (iii) the right to attorneys' fees incurred in connection with the enforcement of this Agreement or in connection with the disposition of the Collateral; and
- (iv) the right to dispose of the Collateral, subject to commercial reasonableness.

(d) This Section 2.10 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement, including Sections 2.1, 2.2, 2.3, 2.9, 6.2 and 13.1, and the intent of this Agreement, the Company retained ownership of or any rights in the Collateral, the Reinsurer's rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 2.10 be interpreted as such.

(e) At or prior to the Effective Time, the Company shall file, and the Reinsurer is authorized to file, any and all financing statements reasonably requested by the Reinsurer in order to perfect the Reinsurer's right title and interest under Article 9 of the UCC in and to the Collateral, and the Company shall do such further acts and things as Reinsurer may reasonably request in order that the security interest granted hereunder may be maintained as a first priority perfected security interest; provided, that the Reinsurer shall be required to bear all out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by the Company in connection with any such action or other thing requested by the Reinsurer.

Section 2.11 Hedging.

(a) For a period of twelve (12) months following the Effective Date (subject to the right of the Reinsurer to extend such period an additional six (6) months, the Company shall purchase derivatives to hedge the index risk associated with the Equity Indexed Reinsured Policies (each, an "EI Hedge" and collectively, the "EI Hedges"). The Company hereby conveys, transfers and assigns to the Reinsurer, effective as of the Effective Date, a 100% interest in the gross proceeds in respect of the EI Hedges purchased by the Company prior to or following the Effective Date, intended to hedge the index risk associated with the Reinsurer's Share of the Equity Indexed Reinsured Policies (such fractional interest, the "Assigned EI Hedge Interest Proportion"), and each such EI Hedge purchased prior to the Effective Date is set forth on Annex F hereto. Such assignment shall occur automatically, without further action on the part of either Party, upon the purchase by the Company of any EI Hedge or, in the case of any EI Hedges entered into prior to the date hereof, as of the date hereof. EI Hedges assigned under this Section 2.11(a) will be accounted as funds withheld assets payable by the Company to the Reinsurer.

(b) The Company shall pay to the Reinsurer any Assigned EI Hedge Proceeds Amounts to the Bank Accounts (as defined in the Administrative Services Agreement).

(c) The Reinsurer shall pay the Company any Assigned EI Hedge Costs Amounts in accordance with Section 6.2 until the applicable EI Hedges have been novated to the Reinsurer.

(d) The Company shall use reasonable care in its hedging activities with respect to the Reinsured Policies, and such activities shall be consistent with the applicable standards set forth in the Transition Services Agreement. In addition, the Company shall not treat the EI Hedges in any respect in a manner that is different than the manner in which it treats the hedges it enters into with respect to equity indexed policies issued by the Company that are not Equity Indexed Reinsured Policies.

(e) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the EI Hedges and to perform fully each of its obligations thereunder. The Company may not modify, amend or terminate any EI Hedge or waive any of its rights under any such EI Hedge without the Reinsurer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request and if applicable, requiring the collateralization by the Hedge Counterparty of exposure and other amounts required to be paid or delivered thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to terminate any such EI Hedge and shall, at the Reinsurer's instruction and expense, effect any discretionary action with respect to the management or administration of the EI Hedges as the Reinsurer shall reasonably request, including termination, as may be available pursuant to the terms and conditions of any EI Hedge; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such discretionary action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such discretionary action as reasonably requested by the Reinsurer. The Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer, pursue commercially reasonable management and collection efforts with respect to the EI Hedges and, in general, will reasonably cooperate with the Reinsurer in the management and administration of the EI Hedges.

(f) Following the Effective Date, at the Reinsurer's request and expense, the Company shall cooperate with the Reinsurer and use its reasonable best efforts in the context of current market conditions to novate any EI Hedges from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Company shall promptly advise the Reinsurer of any communications with respect to any such proposed novation. All material, written correspondence from either the Company or the Reinsurer to any Hedge Counterparty in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense, the Company shall take any such action with respect to any such proposed novation as Reinsurer shall reasonably request, including sending correspondence requesting that an EI Hedge be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such action as reasonably requested by the Reinsurer.

Section 2.12 Interest Maintenance Reserve. Set forth on Schedule 2.12 is the Reinsurer's Share of the existing Interest Maintenance Reserve attributable to the Reinsured Liabilities and the amount of the new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement. The entirety of such Interest Maintenance Reserve shall be calculated by the Company and ceded to and held by the Reinsurer, and shall be amortized as set forth on Schedule 2.12. The Company shall have no obligation to establish any such Interest Maintenance Reserve.

Section 2.13 Redundant Reserve Financing. The Reinsurer shall use its reasonable best efforts to enter into a Redundant Reserve Financing Transaction with respect to the 2013 Policies prior to the first anniversary of the Effective Date. The Reinsurer shall keep the Company reasonably informed on an ongoing basis of the progress of its efforts to complete any Redundant Reserve Financing Transaction with respect to the 2013 Policies in accordance with the preceding sentence. In the event that a Redundant Reserve Financing is entered into following the Effective and on or prior to the first anniversary of the Effective Date with respect to the 2013 Policies, the Reinsurer shall promptly pay to the Company, by wire transfer of immediately available funds, an amount equal to seventy-five percent (75%) of the difference between (i) the Statutory Reserves with respect to the 2013 Policies transferred to the Reinsurer as of the Effective Date, *minus* (ii) the economic reserves as of the Effective Date with respect to the 2013 Policies.

Section 2.14 Supplemental Allowance.

(a) Following the Effective Date and for so long as the Supplemental Allowance remains payable, Buyer shall provide Seller copies of any amendment made to the documents constituting the Hannover Life Captive Financing and the Swiss Re Captive Financing to the extent such amendment is reasonably expected to change the value of the Supplemental Allowance in accordance with the Reduction Methodology, as well as any change to the investment guidelines under such Captive Financings. For the avoidance of doubt, amendments to such documents include any termination, partial termination or recapture.

(b) In respect of each Monthly Accounting Period the Company shall pay the Reinsurer, as part of the applicable monthly settlement pursuant to Section 6.2, an amount equal to the aggregate Supplemental Allowance for all Captive Financings.

ARTICLE III
REINSURANCE LIABILITY

Section 3.1 Reinsurance Liability. The reinsurance by the Reinsurer of the Reinsured Policies is subject to the same rates, conditions, limitations and restrictions as the insurance under the Reinsured Policies written by the Company on which the reinsurance is based. The liability of the Reinsurer hereunder on the terms described herein begins as of the Effective Time and, subject to Article X hereof, the liability of the Reinsurer on any Reinsured Policy will terminate as and when all liability of the Company with respect to such Reinsured Policy terminates.

Section 3.2 Other Reinsurance.

(a) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the Other Reinsurance Agreements and to perform fully each of its obligations thereunder. The Company may not modify, amend, terminate or recapture any

Other Reinsurance Agreement or waive any of its rights under any such agreement without the Reinsurer's prior written consent and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request, requiring the collateralization by the third party reinsurer or Aviva Re IV, as applicable, of reserve balances and other amounts thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to recapture risks ceded thereby under any of the Other Reinsurance Agreements or to otherwise terminate any such agreement and shall, at the Reinsurer's instruction and expense, effect any such action with respect to the management or administration of the Other Reinsurance as the Reinsurer shall reasonably request, including termination or recapture, as may be available under or with respect to the terms of any Other Reinsurance Agreement; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. Subject to the terms and conditions of the Administrative Services Agreement, the Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer (including any reasonable out-of-pocket expenses incurred by the Company), pursue commercially reasonable management and collection efforts with respect to the Other Reinsurance and, in general, will reasonably cooperate with the Reinsurer in the management of the Other Reinsurance.

(b) Following the Effective Date, at the Reinsurer's expense and reasonable request, the Company shall cooperate with the Reinsurer and shall use its reasonable best efforts in the context of current market conditions to novate any Other Reinsurance from the Company to the Reinsurer or a designated Affiliate of the Reinsurer; provided that there shall be no such obligation to novate the reinsurance provided by Aviva Re IV. The Parties shall promptly advise each other of any communications with respect to any such proposed novation. All correspondence from either the Company or the Reinsurer to any reinsurer under Other Reinsurance in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense (including any reasonable out-of-pocket expenses incurred by the Company), the Company shall effect any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an Other Reinsurance Agreement be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(c) The recoverability of the Other Reinsurance from reinsurers shall be at the risk of and for the account of the Reinsurer provided, that to the extent the Other Reinsurance became unrecoverable (in accordance with the Company's ordinary-course evaluation and statutory accounting treatment) prior to the Effective Time, the recoverability of such amounts shall be borne by the Company. The Company agrees that whenever an Other Reinsurance Agreement provides the Company with a right of set-off, the Company shall exercise such right of set-off in the event that amounts are due and unpaid from the Reinsurer. The Company shall have no obligation to pursue any claims it may have for indemnification to which it may be entitled in connection with the Other Reinsurance unless requested to do so by the Reinsurer and at the cost and expense of the Reinsurer (including

reasonable out-of-pocket expenses incurred by the Company). In no event shall any such right to indemnification reduce the Reinsurer's responsibility for the risk of all Other Reinsurance. The Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by Reinsurer.

Section 3.3 Disclaimer. The Company has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Company expressly disclaims, and makes no representations or warranties to the Reinsurer, other than those expressly contained in this Agreement. The Reinsurer has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Reinsurer expressly disclaims, and makes no representations or warranties to the Company, other than those expressly contained in this Agreement.

ARTICLE IV CERTAIN FINANCIAL PROVISIONS

Section 4.1 Provision of Security by the Reinsurer.

(a) On the Effective Date, the Reinsurer shall establish and fund with an amount of cash and assets having a Statutory Book Value equal to the Required Balance, calculated in good faith by the Reinsurer as of the Effective Date based on the information set forth in the statement delivered by the Company pursuant to Section 2.3(a)(iii), a custody account (the "Custody Account") with a Qualified United States Financial Institution unaffiliated with the Reinsurer and the Company and which is reasonably acceptable to the Reinsurer and the Company (the "Custodian") at the sole cost and expense of the Reinsurer and shall enter into the Custody Agreement. The Reinsurer shall transfer or pay into the Custody Account, and shall thereafter maintain in the Custody Account, cash and assets managed by the Reinsurer or its designee in accordance with the requirements set forth in the Custody Agreement, having a Statutory Book Value, determined in good faith by the Reinsurer on a quarterly basis, to be not less than the Required Balance.

(b) For purposes of this Agreement, the term "Required Balance," as of any date of determination, means an amount equal to (i) (A) the Reinsurer's Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies (other than the Captive Policies and the Closed Block Policies) if this Agreement were not in effect, *plus* (B) the Reinsurer's Share of the Economic Reserves that would be required to be held by the Company with respect to the Captive Policies if this Agreement were not in effect, *less* (C) the amount of any assets supporting Economic Reserves to the extent such assets are held by a Captive Reinsurer or in a trust established by a Captive Reinsurer pursuant to the terms of any Captive Reinsurance Agreement, *plus* (D) the Reinsurer's Share of the Interest Maintenance Reserve attributable to the Reinsured Liabilities and the Closed Block Policies, *plus* (E) the amount of any new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement, in each case, as of such date of determination and determined in accordance with SAP, consistently applied, *less* (F) the amount of outstanding policy loans on the Reinsured Policies (other than the Closed Block Policies) (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy

loan interest on such loans but including amounts of interest due and accrued with respect thereto), *less* (G) the net due and deferred Premiums on the Reinsured Policies (other than the Closed Block Policies), *less* (H) the aggregate Statutory Book Value of the EI Hedges purchased by the Company, in each case, as of such date of determination and determined in accordance with SAP, consistently applied (to the extent SAP is applicable), *plus* (ii) the Additional Collateral Amount. The Required Balance and the Statutory Book Value of any assets held in the Custody Account shall be calculated by the Reinsurer as of the last day of each calendar quarter, and the Reinsurer shall provide a certification with respect to such valuation, including the Statutory Book Value and Fair Market Value of the assets (both on an asset-by-asset basis and a cumulative basis), to the Company within thirty (30) days after the end of such quarter. If the amount of cash plus the Statutory Book Value of assets held in the Custody Account as of any quarter end is less than the Required Balance as of such quarter end, the Reinsurer shall within five (5) Business Days after such determination is made make such further deposits to the Custody Account as are required in order to restore the Required Balance as of such quarter end. If the amount of cash plus the Statutory Book Value of assets held in the Custody Account as of any quarter end is greater than the Required Balance as of such quarter end, the Reinsurer may provide notice to the Company of its desire to withdraw assets from the Custody Account, specifying the amount and type of assets to be withdrawn. Within five (5) Business Days following its delivery of such notice to the Company, the Reinsurer may withdraw such assets from the Custody Account in excess of the amount necessary to maintain such Required Balance as of the applicable quarter end in accordance with the requirements set forth in the Custody Agreement. Any disputes by the Company of the amount of the Required Balance or the valuation of any asset deposited in the Custody Account pursuant to this Section 4.1 shall be resolved in accordance with Section 11.1. Upon resolution of any such dispute in accordance with Section 11.1, either (A) the Reinsurer shall cause to be deposited additional assets that comply with Section 4.1(a) within two (2) Business Days following such resolution, such that following any such deposit, the amount of cash plus the Statutory Book Value of the assets held in the Custody Account is sufficient to maintain the Required Balance as of the applicable quarter end; or (B) the Reinsurer may withdraw assets from the Custody Account in accordance with this Section 4.1(b), such that following any such withdrawal, the amount of cash plus the Statutory Book Value of the assets held in the Custody Account is sufficient to maintain the Required Balance as of the applicable quarter end. Unless otherwise agreed upon in writing by the Company, the Reinsurer shall maintain the Custody Account until all obligations of the Reinsurer under this Agreement have been fully satisfied, as determined by the Company in its sole discretion.

(c) The Company and the Reinsurer agree that the assets maintained in the Custody Account may be withdrawn by the Company only after a default by the Reinsurer in the performance of its monetary obligations hereunder that is not being disputed by the Reinsurer in good faith, which undisputed payment default has not been cured by the Reinsurer within five (5) Business Days following its receipt of a written notice thereof delivered by the Company. The amount of any such withdrawal in excess of amounts then due to Company hereunder shall be deemed maintained in trust for the benefit of the Reinsurer and promptly returned to the Custody Account. Upon prior written notice to the Company, the Reinsurer shall have the right to substitute or exchange assets maintained in the Custody Account in accordance with the requirements set forth in the Custody

Agreement (such substituted or exchanged assets, the "Replacement Assets"); provided that (i) the aggregate Statutory Book Value of such Replacement Assets that are deposited in or credited to the Custody Account shall be at least equal to the aggregate Statutory Book Value of the assets being removed from the Custody Account, (ii) the ratio of the aggregate Fair Market Value of the non-cash Replacement Assets to the aggregate Statutory Book Value of the non-cash Replacement Assets shall be the same as or greater than the ratio of the aggregate Fair Market Value of the non-cash assets being removed from the Custody Account to the aggregate Statutory Book Value of the non-cash assets being removed from the Custody Account immediately prior to such substitution, (iii) the Replacement Assets shall be deposited in the Custody Account prior to or simultaneously with the removal of assets from the Custody Account in connection with any such substitution or exchange and (v) the Reinsurer shall not make any substitutions under this Section 4.1(c) if it is in default under any other provision of this Agreement.

(d) With respect to the transfer of any Reinsurance Assets to the Custody Account, the Reinsurer will, except as otherwise provided in connection with the Swiss Re Captive Financing, hold valid title to all such Reinsurance Assets free and clear of all liens or other encumbrances, other than interests of nominees, custodians or similar intermediaries. As of the date of the transfer of any assets to the Custody Account after the Effective Date, the Reinsurer will, except as otherwise provided by the Swiss Re Captive Financing, (i) have good and marketable title to all such assets transferred by it to the Custody Account, (ii) all assets transferred by the Reinsurer after the Effective Date to the Custody Account shall be transferred free and clear of any liens other than interests of nominees, custodians or similar intermediaries, and (iii) the Reinsurer will not create, incur, assume or permit any lien or other encumbrance on any of the assets held in the Custody Account, or on any interest therein or on any of the proceeds thereof, other than interests of nominees, custodians or similar intermediaries.

(e) The Reinsurer shall notify the Company in writing of any payment default occurring as to any asset in the Custody Account promptly after the Reinsurer receives notice of such default. In the event the Reinsurer determines that a delinquency of a timely payment in regard to any of the assets in the Custody Account has occurred, the Reinsurer shall inform the Company of such delinquency promptly upon such determination.

(f) Assets in the Custody Account may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Custody Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to pay any portion of the Net Settlement due to be paid to the Company from the Custody Account in accordance with Section 6.2(b) to the extent such portion is not being disputed by the Reinsurer in good faith; or

(iii) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Reinsured Policies (other than the Closed Block Policies) to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above.

(g) The Reinsurer shall not amend, restate, modify, supplement, assign, terminate, hypothecate, subordinate, discharge or otherwise alter or waive, or consent to amendment, restatement, modification, supplementation, assignment, termination, hypothecation, subordination, discharge or other alteration or waiver of the Custody Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

Section 4.2 Credit for Reinsurance. If at any time during the term of this Agreement, the Reinsurer fails to hold and maintain all licenses, permits and authorities required under Applicable Law to enable the Company to receive statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile, the Reinsurer shall, at its sole expense, establish and maintain security in the form of letters of credit, assets held in a reinsurance trust, funds withheld arrangement or a combination thereof in a manner that meets all Applicable Laws regarding credit for reinsurance, so as to permit the Company to receive full statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile.

Section 4.3 RBC Reports.

(a) Within forty-five (45) days following the end of the first three calendar quarters of each year during the term of this Agreement, the Reinsurer shall provide to the Company a report of its RBC Ratio as of the end of such calendar quarter, as estimated in good faith by the Reinsurer.

(b) Within five (5) Business Days of the submission by the Reinsurer to the insurance department of its domiciliary state of a report of its risk-based capital levels as of the end of the previous calendar year, but in no event later than 60 days following the end of each calendar year, the Reinsurer shall provide to the Company written certification of its RBC Ratio as of the end of such calendar year.

Section 4.4 Closed Block Assets.

(a) The Company acknowledges that as of the Effective Time, the Company has ceded 100% of the statutory reserves with respect to the Closed Block Policies to Aviva Re IV in connection with the Closed Block Financing.

(b) Each of the Company and the Reinsurer agrees that it shall not, without the prior written consent of the other party, (i) agree to any amendment or waiver of the terms of the reinsurance provided by Aviva Re IV or any other term of the Closed Block Financing, or (ii) take any action or omit to take any action that would reasonably be expected to terminate the Closed Block Financing or result in the complete or partial recapture of the reinsurance provided to the Company as of the Effective Time by Aviva Re IV.

(c) In the event that reinsurance provided as of the Effective Time by Aviva Re IV is recaptured in whole or in part by the Company, with the prior written consent of the Reinsurer, either (i) at the maturity of the letter of credit issued pursuant to the Closed Block Financing or (ii) at any other time, the Company shall allocate to a funds withheld account established on its books and records (the "Funds Withheld Account") a premium that relates to the Closed Block Policies consisting of cash, cash equivalents, policy loans and other assets which were included in the funds withheld account maintained in connection with the Closed Block Financing immediately prior to the recapture, *plus* the Interest Maintenance Reserve attributable to the Closed Block Policies, *minus* the net due and deferred Premiums on the Closed Block Policies.

(d) The Funds Withheld Account shall be a notional account established in relation to the Closed Block Policies, and shall be clearly designated on the books, records and information systems of the Company. The Company will retain, control and own the assets allocated to the Funds Withheld Account (the "Funds Withheld Assets"). The Company shall record the balance of the Funds Withheld Account on its statutory financial statements as a payable to the Reinsurer.

(e) Funds Withheld Assets may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to adjust the Funds Withheld Account on a monthly basis in accordance with Section 6.2(b) to the extent such adjustment is not being disputed by the Reinsurer in good faith, and to pay the Reinsurer any amounts due in connection with such monthly adjustment to the extent such amounts are not being disputed by the Company in good faith;

(iii) to pay to the Reinsurer any amounts remaining in the Funds Withheld Account, if any, after the payment of any amounts due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Company in good faith; or

(iv) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Closed Block Policies to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above.

(f) From and after the Effective Date, whether or not there has been any recapture of the reinsurance provided by Aviva Re IV, the Funds Withheld Assets and the Closed Block Financing Assets (excluding the capital and surplus of Aviva Re IV) shall be managed on behalf of the Company by the Reinsurer or by an investment manager selected by the Reinsurer pursuant to an investment management agreement.

(g) Except with respect to the capital and surplus of Aviva Re IV, the Reinsurer covenants that the Funds Withheld Assets and the Closed Block Financing Assets must be invested in accordance with requirements of Applicable Law, the AmerUS Plan of Reorganization and the AmerUS Closed Block Memorandum. Except with respect to the capital and surplus of Aviva Re IV, the Reinsurer covenants that the Closed Block Financing Assets must also be invested in accordance with the requirements of the transaction documents governing the Closed Block Financing.

Section 4.5 Additional Layer of Closed Block Reinsurance

(a) The Reinsurer shall provide an additional layer of reinsurance coverage under this Agreement if: (i) dividends on the Closed Block Policies have been reduced to zero; (ii) based on generally accepted actuarial standards, there is no expected future capacity to pay dividends on the Closed Block Policies; (iii) the \$18 million of Interest Maintenance Reserve that was attributable to the Closed Block Policies at the Effective Time, and any additional interest maintenance reserve attributable to the Closed Block Policies and created from and after the Effective Time, have been reduced to zero; and (iv) the statutory capital and surplus of Aviva Re IV is reduced as a result of the need to support reserves held by Aviva Re IV for the Closed Block Policies (the amount of assets so used, the "Capital Reduction").

(b) Such additional layer of reinsurance coverage shall be provided on the following terms:

(i) Pursuant to the Net Settlement, the Reinsurer shall reimburse the Company for the amount of any Capital Reduction suffered during the applicable Monthly Accounting Period, provided that the Reinsurer shall not be obligated to reimburse the Company for Capital Reductions in excess of \$53 million in the aggregate (the "Additional Layer").

(ii) If, after some or all of the Additional Layer has been exhausted, the expected future capacity to pay dividends on the Closed Block Policies is increased above zero under generally accepted actuarial standards, then pursuant to the Net Settlement the Company shall reimburse the Reinsurer for amounts of Additional Layer previously paid to the extent of resulting increases in the capital and surplus of Aviva Re IV during the applicable Monthly Accounting Period until either (x) the expected future capacity to pay dividends on the Closed Block Policies is reduced back to zero or (y) the Additional Layer has been repaid in full to the Reinsurer.

(iii) After the Reinsurer has paid all of the Additional Layer, the coverage provided under this Agreement for the Closed Block Policies will be net of Other Reinsurance Benefits actually received by the Company under the reinsurance provided by Aviva Re IV.

(iv) The Reinsurer's obligation to provide the Additional Layer shall terminate at the effective time of any recapture by the Company of the reinsurance provided by Aviva Re IV.

ARTICLE V
PLAN OF REINSURANCE

Section 5.1 Plan. Reinsurance under this Agreement is on a 100% coinsurance basis and is subject to the terms and conditions of the original policy forms for the Reinsured Policies and any amendments thereto in effect as of the Effective Date.

Section 5.2 Follow the Fortunes. The Reinsurer's liability under this Agreement shall commence on the Effective Date, and all reinsurance with respect to which the Reinsurer shall be liable by virtue of this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of premiums paid to, and reinsurance recoveries benefiting, the Company with respect to the Reinsured Liabilities and the Reinsured Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company with respect to the Reinsured Liabilities and Reinsured Policies.

Section 5.3 Reductions and Terminations. Reinsurance amounts are calculated in terms of coverages on a "per policy" basis. If the coverage of any Reinsured Policy on an insured is reduced or terminated, reinsurance under this Agreement on such Reinsured Policy will be equally reduced or terminated.

Section 5.4 Reinstatements. Reinsured Policies ceded under this Agreement shall include any Policy that is reduced, terminated, lapsed or surrendered, and later reinstated pursuant to and in accordance with its policy provisions and will be reinsured by the Reinsurer in accordance with the terms of this Agreement. The Reinsurer will retain any Premiums and interest that the Company has received for reinstatement in respect of periods on or after the Effective Date. A terminated Policy that would have been a Reinsured Policy had it been in force at the Effective Time, that later reinstates pursuant to and in accordance with its policy provisions, will be reinsured by the Reinsurer and become a Reinsured Policy. The Reinsurer will be entitled to retain any Premiums and interest for coverage on or after the Effective Date that is received for such reinstatement, and the Company will transfer to the Reinsurer the amount of reserves for such reinstated Reinsured Policy as of the Effective Date, calculated in a manner that is consistent with the reserve calculations used for the other Reinsured Policies. The date of reinsurance for such reinstated Reinsured Policies shall be the Effective Date. For the avoidance of doubt, the reinstated Policies reinsured under this Section 5.4 shall include any Policy treated as lapsed or otherwise terminated prior to the Effective Time under which the Company subsequently becomes liable as a result of a determination that the policyowner, insured or beneficiary has died prior to the lapse or termination.

Section 5.5 Contractual Conversions: Internal Replacement: Annuitizations.

(a) Any conversion, exchange or replacement policy or contract arising from the Reinsured Policies that is converted, exchanged or replaced pursuant to and in accordance with its policy terms shall be deemed to constitute a Reinsured Policy for purposes of this Agreement and, in the event of a conversion, exchange or replacement of any Reinsured Policy, the Reinsurer shall reinsure the risk resulting from such conversion on the basis set forth hereby with respect to the Reinsured Policies; provided, however, that the Reinsurer shall not be required to pay any additional ceding commission with respect to any such converted, exchanged or replacement policy or contract. The Reinsurer will reimburse the Company for any expenses incurred in issuing a converted, exchanged or replacement policy or contract, but only to the extent such expenses are not covered by payments made by the Reinsurer under the Transition Services Agreement.

(b) Absent the Reinsurer's prior written consent (which may be withheld in its sole discretion), the Company will not solicit owners, beneficiaries or policyholders in connection with, or sponsor or assist, directly or indirectly, in the conduct of, (and will cause each of its Affiliates to refrain from soliciting in connection with, and sponsoring or assisting, directly or indirectly, in the conduct of) any program of internal replacement under which the owners, beneficiaries or policyholders of Reinsured Policies are or would be encouraged to exchange, or assisted in the exchange of, Reinsured Policies for other insurance policies or contracts that are not reinsured under this Agreement. Should the Company or its Affiliates or any of their respective successors or assigns initiate such a program of internal replacement that would include any of the risks reinsured hereunder in violation of the preceding sentence, the Company will immediately notify the Reinsurer. For each risk reinsured hereunder that has been replaced under a program of internal replacement, the Reinsurer shall have the option, at its sole discretion, of either treating the risks reinsured as recaptured on terms reasonably acceptable to the Reinsurer or continuing reinsurance on the new policy under the terms of this Agreement without any additional ceding commission therefor.

(c) Until the earlier of (i) such time as the Reinsurer is able to administer the Reinsured Policies on its information technology systems or (ii) the expiration of the Transition Services Agreement (the "Systems Conversion"), in the event that a Reinsured Policy is annuitized in full under the contract provisions of such policy (each an "Annuitization"), the Company shall convert such Reinsured Policy to one or more Supplementary Contracts. At the time of such conversion, the Reinsurer shall pay to the Company an amount equal to the policy surrender value of such Reinsured Policy as of the time of the conversion (an "Annuitization Payment") as part of the Net Settlement. Upon the Annuitization of a Reinsured Policy, the Policy and any associated Supplementary Contracts, comprising such Reinsured Policy shall cease to be a Reinsured Policy under this Agreement, and, with the exception of the Annuitization Payment described in this Section 5.4(c) the Reinsurer will have no further liability with respect to such Policy or any associated Supplementary Contracts. For the avoidance of doubt, any Reinsured Policies that undergo an Annuitization following the Systems Conversion will remain Reinsured Policies and the Reinsurer will reinsure any Supplementary Contracts issued with respect to such Reinsured Policies.

Section 5.6 New Policies. From and after the Effective Date, the Company shall issue in its name (a) new Policies issued or reinstated pursuant to Section 5.4 or 5.5(a) and (b) new Policies issued or renewed in accordance the terms of the Administrative Services Agreement.

Section 5.7 Policy List Errors.

(a) The Company or the Reinsurer, as applicable, shall notify the other Party if any life insurance policies or contracts issued or reinsured by the Company and in force as of the Effective Date were inadvertently not included on the Policy List and are determined to be a Policy, which shall in no event include any insurance policies and contracts falling within the following lines of business: health, annuities, funding agreements, corporate-owned life insurance and bank-owned life insurance when sold on a group basis, synthetic guaranteed investment contracts and variable life or other variable business.

(b) If any policies or contracts (or components thereof) are determined to be Policies in accordance with this Section 5.7, then:

(i) the Company shall transfer cash or assets reasonably satisfactory to the Reinsurer in an amount equal to the Statutory Reserves required to be held with respect to such Policies to the extent such Statutory Reserves were not previously transferred to the Reinsurer; and

(ii) the Parties shall adjust the Ceding Commission in a manner consistent with the adjustment required under Section 2.4(b)(ii) in connection with changes in the Net Retained Liabilities to the extent such Ceding Commission relates to an aggregate increase in Statutory Reserves equal to or greater than \$10,000,000.

ARTICLE VI
ADMINISTRATION

Section 6.1 Administrative Services. The Parties hereby agree that the Policies, Other Reinsurance Agreements and, subject to Section 2.11, the EI Hedges shall be administered in accordance with or as otherwise provided in the Administrative Services Agreement and the Transition Services Agreement.

Section 6.2 Net Settlements.

(a) For each Monthly Accounting Period, the Parties will effect a settlement on a net basis (the "Net Settlement") as contemplated in Annex B hereto.

(b) A report reflecting in detail the Net Settlement determinations contemplated in Annex B shall be prepared not later than thirty (30) calendar days after the end of each Monthly Accounting Period. For as long as required under the Transition Services Agreement, the Company shall prepare and deliver such report to the Reinsurer. After such time, the Reinsurer shall prepare and deliver such report to the Company. If a Net Settlement report reflects a balance due the Company, the amount(s) shown as due shall be paid within ten (10) Business Days of the delivery of the report. If a Net Settlement report reflects a balance due the Reinsurer, the amount(s) shown as due shall be paid within ten

(10) Business Days after the date on which the report was delivered. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the Applicable Rate. For purposes of this section, a payment will be considered overdue on the date which is ten (10) Business Days after the date such payment is due hereunder; provided that such interest will begin to accrue from the original due date with respect to such payment. All settlements of account between the Company and the Reinsurer shall be made in cash or its equivalent.

(c) To the extent that the Reinsurer makes any direct payments to or on behalf of the Company in respect of Reinsured Liabilities or other amounts payable to the Company pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such payments shall be taken into account for purposes of determining the Net Settlement. In addition, to the extent the Reinsurer receives any Premiums or other amounts payable to the Reinsurer pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such Premiums received shall be taken into account for purposes of determining the Net Settlement.

(d) In connection with any settlement under this Agreement, the Reinsurer shall not be obligated to pay any Excluded Reinsured Liability.

ARTICLE VII
OPTION LETTERS; ASSUMPTION CERTIFICATES; NOVATION

Section 7.1 Novation. The Reinsurer shall pursue novation of all of the Reinsured Policies other than the Closed Block Policies and any Reinsured Policies that are the subject of litigation or arbitration proceedings (the "Targeted Policies"). The Reinsurer may manage the novation process so as to ensure that the Targeted Policies are novated to the Reinsurer only once the requisite systems are in place in order to reflect the Novated Contracts on the books and records of the Reinsurer in accordance with the migration processes and related time periods contemplated by the Transition Services Agreement.

Section 7.2 Licenses; Regulatory Approvals for Novation

(a) Following the Effective Date, the Reinsurer shall use its reasonable best efforts to obtain all material licenses, permits and authorizations required under Applicable Law to qualify the Reinsurer to transact life insurance business in each state where any Targeted Policies are in force as of the Effective Date.

(b) Following the Effective Date, the Reinsurer shall use its reasonable best efforts to obtain all required regulatory approvals, including approval of the requisite form and rate filings, from each applicable Governmental Entity to assume by novation such Targeted Policies (effective as of their inception) including all of the Company's liabilities and obligations under each such Targeted Policy, in order to ensure that such liabilities and obligations are solely, directly and exclusively vested in the Reinsurer.

(c) Each Party shall cooperate fully with the other in all reasonable respects in order to effectuate the novation and assumption of the Targeted Policies as set forth in this Article VII. The Reinsurer shall be responsible for and shall pay its own costs, fees and expenses relating to the regulatory filings contemplated under this Section 7.2, and shall reimburse the Company for any reasonable out-of-pocket expenses that it incurs in connection with such filings.

Section 7.3 Option Letter.

(a) Subject to Section 7.3(b), the Reinsurer, at its sole cost and expense, promptly following receipt of the requisite approvals of applicable Governmental Entities, shall transmit by mail to every Required Party as required by the Applicable Law and in accordance with the consent solicitation procedures set forth on Schedule 7.3(a), an option letter (the "Option Letter"), together with a Notice and Certificate of Assumption, including, where required, a form for rejection or acceptance, as permitted by Applicable Law, and a self-addressed return envelope, substantially in the form attached hereto as Exhibit II (which identifies and includes the forms of Option Letters to be furnished to the various classes of Required Parties), as modified to reflect such changes as may be required by the relevant Governmental Entity following the Effective Date (the "Notice and Certificate of Assumption"). Option Letters and Notices and Certificates of Assumption shall not be sent with respect to a Targeted Policy unless and until all requisite approvals of applicable Governmental Entities have been received with respect to such Targeted Policy.

(b) Subject to the receipt of the requisite regulatory approvals and Applicable Law, the Reinsurer may, at its option, in lieu of transmission of an Option Letter to a Required Party by mail, effect such transmission by electronic mail to an appropriately confirmed electronic mail address for the Required Party, or in the alternative, by any other method allowed under Applicable Law.

(c) The Reinsurer and the Company shall in good faith agree to modify the procedures set forth in this Section 7.3 and in Schedule 7.3(a) on a state-by-state basis to the extent required to conform to any procedures for novation and assumption of Targeted Policies imposed or required by the applicable Governmental Entity or as reasonably requested by the Reinsurer.

(d) Notwithstanding anything in this Agreement to the contrary, with respect to the classes of Required Parties described on Schedule 7.3(d), the Option Letter, to the extent permitted by Applicable Law, may be accompanied by a form for rejection, and a self-addressed return envelope, substantially in the form attached hereto as Exhibit III, and the Reinsurer shall not be required to seek affirmative consent from such Required Parties, unless required by Applicable Law.

(e) The Reinsurer shall pay its own costs, fees and expenses relating to soliciting or obtaining the consent of a Required Party to the novation and assumption by the Reinsurer of a Targeted Policy. The Company shall cooperate in any such actions taken by the Reinsurer, and the Reinsurer shall reimburse the Company for its reasonable out-of-pocket costs incurred in connection with such cooperation.

Section 7.4 Novated Contracts. Targeted Policies satisfying all of the requirements for novation and assumption under Section 7.3 and Applicable Law shall be assumed by the Reinsurer on the applicable Assumption Date and shall be deemed to have been assumed by novation. Such contracts shall cease to be deemed "Reinsured Policies," shall thenceforth not be deemed indemnity coinsured under Article II hereof, and shall be defined herein as "Novated Contracts." Notwithstanding the foregoing, in the event that (a) a Required Party rejects or fails to provide any consent required by Applicable Law to the novation of a Reinsured Policy, or (b) a Novated Contract is determined by appropriate Governmental Entities or a court of competent jurisdiction to be not novated from the Company to the Reinsurer (including, but not limited to, jurisdictions requiring the insured's affirmative consent for novation where the insured or policyholder, as the case may be, either did not or refused to provide such consent), then in the case of either of (a) or (b), such Novated Contract shall for all purposes of this Agreement be deemed, retroactive to the Effective Date, to be a Reinsured Policy and such novation shall be null and void and of no effect. For the avoidance of doubt, the Reinsured Liabilities for each such Novated Contract that is deemed to be a Reinsured Policy in accordance with the foregoing shall be deemed assumed by the Reinsurer retroactive to the Effective Date for all purposes of this Agreement. For each Novated Contract, the date of assumption shall be the later of (i) the date of assumption set forth in the relevant form of Option Letter with respect to the applicable Targeted Policy or (ii) the date on which all required consents and approvals of all Governmental Entities and Required Parties with respect to the applicable Targeted Policy have actually been received and all other requirements and conditions for novation and assumption have been satisfied (the "Assumption Date"). All Targeted Policies not novated by the Reinsurer shall remain Reinsured Policies of the Company.

Section 7.5 Effect of Assumption. Upon the satisfaction of all requirements for the novation and assumption of a Targeted Policy, the Company shall be deemed to have assigned and transferred all of its rights relating to such Novated Contract as of the Assumption Date and the Reinsurer shall be deemed to have assumed and accepted all of the risks, liabilities and obligations (including, without limitation, any Extra Contractual Obligations) under or arising out of the applicable Novated Contract, whether arising prior, on or subsequent to the applicable Assumption Date. The Reinsurer hereby agrees that it shall be directly and solely liable for such risks, liabilities and obligations. On each Assumption Date, the Reinsurer shall assume all risks, liabilities and obligations under or arising out of the applicable Novated Contract such that the Reinsurer shall be considered and deemed the original party in lieu of the Company, from the inception date of the applicable Reinsured Policy. The Novated Contracts shall continue and remain in full force and effect, except as modified by the Notice and Certificate of Assumption. For the avoidance of doubt, a Novated Contract shall not constitute the creation of a new contract or the termination of the applicable Reinsured Policy, rather such Novated Contract shall be considered and deemed a continuation of the existing contract as if the Reinsurer were the original party in lieu of the Company. It is understood and agreed that such assignment, transfer and assumption shall not affect any indemnification rights of the parties pursuant to Article XII, or any other indemnification or right to recovery provided to a party under any other agreement. Pursuant to the terms of the Custody Agreement, the portion of the assets held in the Custody Account relating to Novated Contracts not in dispute shall be released from the Custody Account and transferred to the Reinsurer. Promptly after assumption by the Reinsurer of any Novated Contracts, the Company shall deliver original books and records that relate to such Novated Contracts to the Reinsurer to the extent required by Applicable Law.

ARTICLE VIII
DAC TAX

Section 8.1 DAC Tax Election. The Company and the Reinsurer hereby elect and agree under Treasury Regulations Section 1.848-2(g)(8) as follows:

- (a) The Company and the Reinsurer will each attach a schedule to its federal income tax return for the first taxable year ending after the Effective Date that identifies this Agreement as a reinsurance agreement for which a joint election under Treasury Regulation Section 1.848-2(g)(8) has been made, and will otherwise file its respective federal income tax returns in a manner consistent with the provisions of Treasury Regulation Section 1.848-2 as in effect on the date this Agreement is executed;
- (b) For each taxable year under this Agreement, the Party with the net positive consideration, as defined in the regulations promulgated under Section 848 of the Code, will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1) of the Code;
- (c) The Company and the Reinsurer agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Code and applicable Treasury Regulations;
- (d) The first tax year for which this election is effective is 2013;
- (e) The Reinsurer will submit to the Company by May 15 each year its calculation of the amount of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement that the Reinsurer will report such amount of net consideration in its tax return for the preceding calendar year;
- (f) The Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within thirty (30) days of the Company's receipt of the Reinsurer's calculation. If the Company does not so notify the Reinsurer, the Company will report the amount of net consideration as determined by the Reinsurer in the Company's tax return for the previous calendar year;
- (g) If the Company contests the Reinsurer's calculation of the amount of net consideration, the dispute shall be resolved in accordance with Section 11.2.

Both the Company and the Reinsurer are subject to U.S. taxation under Subchapter L of Chapter 1 of the Code.

ARTICLE IX
INSOLVENCY AND CUT THROUGH

Section 9.1 Insolvency. In the event of the insolvency of the Company, all reinsurance made, ceded, renewed or otherwise becoming effective under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsured Policies without diminution because of the insolvency of the Company directly to the Company

or to its liquidator, receiver or statutory successor, except (i) where this Agreement specifically provides for another payee of the reinsurance in the event of the insolvency of the Company or (ii) where the Reinsurer, with the consent of the direct insured, has assumed the policy obligations of the Company as direct obligations of the Reinsurer to the payees under a Reinsured Policy and in substitution for the obligations of the Company to the payees. It is understood, however, that in the event of the insolvency of the Company, the liquidator or receiver or statutory successor of the insolvent Company shall give written notice to the Reinsurer of the pendency of the claim against the Company on any Reinsured Policy within a reasonable time after such claim is filed in the insolvency proceeding, and during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem available to the Company or its liquidator or receiver or statutory successor. The expenses incurred by the Reinsurer shall be chargeable, subject to court approval, against the Company as part of the expense of conservation or liquidation to the extent of a proportionate share of the benefit which may accrue to the Company in conservation or liquidation, solely as a result of the defense undertaken by the Reinsurer.

Section 9.2 Cut Through.

(a) Subject to Applicable Law and the applicable terms of the Reinsured Policies, if the Company becomes insolvent or is subject to any liquidation, rehabilitation, conservatorship, receivership, administrative supervision or any other similar proceeding, the Reinsurer may pay any Reinsured Liabilities otherwise due and payable by the Reinsurer to the Company hereunder directly to the named insureds or their designees under the applicable Reinsured Policies (the "Payee"), in accordance with and subject to the terms, conditions, exclusions and limitations of such Reinsured Policies. Any such payment by the Reinsurer shall discharge the Company from its related payment obligation under the subject Reinsured Policy and shall be treated as a payment by the Company for all purposes of such Reinsured Policy and related documentation and otherwise.

(b) The Reinsurer shall have no obligation to indemnify the Company for amounts paid or payable by the Company in respect of a Reinsured Policy to the extent of any payments made by the Reinsurer to the applicable Payee under such Reinsured Policy in accordance with Section 9.2(a), and the Reinsurer shall be discharged of its payment obligations to the Company, or to its liquidator, receiver, rehabilitator, conservator or other similar Person, under this Agreement to the extent of such payments. The cut-through afforded by Section 9.2(a) shall not be available pursuant to this Agreement if, under Applicable Law, regulation, court rule or order or similar requirement either: (i) the Reinsurer's direct payment to such Payee will not, to the extent thereof, discharge the Reinsurer's obligations to the Company or its legal representative or (ii) the Reinsurer is required by Applicable Law to make any payment to the Company or its liquidator, receiver, rehabilitator, conservator or other similar Person notwithstanding the provisions of this Agreement. Nothing herein or in any Reinsured Policy shall be construed to require the Reinsurer to make duplicative payments or payments duplicative of payments that have been made by the Company.

ARTICLE X
TERMINATION

Section 10.1 Duration of Coinsurance. This Agreement will be effective as of the Effective Time. Subject to the provisions of this Article X, this Agreement will remain in effect, and the reinsurance provided hereunder will remain in force, until termination of the policy or policies on which the reinsurance is based (whether by expiration of the term thereof or by novation thereof by the Reinsurer or one of its Affiliates) in accordance with the terms of this Agreement. Except as provided in Sections 10.3, the Reinsured Policies are not eligible for recapture by the Company.

Section 10.2 Termination. This Agreement shall terminate:

- (a) at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination; or
- (b) automatically at such time as no liability remains under this Agreement.

Section 10.3 Termination by the Company. The Company, in its sole discretion, shall have the option to terminate this Agreement upon the occurrence of any one of the following events:

- (a) the Reinsurer is placed in receivership, conservatorship, rehabilitation or liquidation by any insurance regulatory authority;
- (b) the Reinsurer breaches Section 4.1, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar year in which such breach occurs; provided that, in the case of clause (ii) only, the Company shall have no right to terminate with a cure period of fewer than thirty (30) days to the extent that the Company continues to receive full credit for the Custody Account in its risk-based capital calculation;
- (c) the Reinsurer breaches Section 4.2, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar quarter in which such breach occurs; provided that the Company shall have no right to terminate if the Reinsurer cannot take any action reasonably required for the Company to receive statutory reserve credit without the reasonable cooperation of the Company and the Company shall not have reasonably cooperated with the Reinsurer; provided, further, that it shall be deemed unreasonable to require the Company to cooperate in the event such cooperation would impose on the Company any cost and the Reinsurer has not agreed to be responsible for such cost;
- (d) the Reinsurer fails to pay any material amount due to the Company under this Agreement and (i) such amount is not subject to a good faith dispute and (ii) such failure is not cured within ten (10) Business Days following the Reinsurer's receipt of written notice of such failure from the Company; or

(e) in the event that (i) the Reinsurer's RBC Ratio is less than 175% or (ii) the Reinsurer fails to provide its RBC Ratio in accordance with Section 4.4 and, upon delivery of written notice from the Company to the Reinsurer, the Reinsurer shall fail to provide its RBC Ratio within ten (10) Business Days following such notice.

Section 10.4 Termination by the Reinsurer. Upon the occurrence of a Reinsurer Termination Event, the Reinsurer shall have the right (but not the obligation) to terminate this Agreement by providing written notice of its intent to terminate. Termination of this Agreement shall be effective on the date specified in such notice, provided that such date shall not be prior to the date on which the Termination Event occurred. Upon termination of this Agreement pursuant to this Section 10.4, the Company shall be deemed to have recaptured and reassumed all Reinsured Liabilities. Recapture of the Reinsured Policies shall be effective on the date specified in the notice of termination.

Section 10.5 Settlement Upon Termination. Upon the termination of this Agreement by the Company pursuant to Section 10.3 or by the Reinsurer pursuant to Section 10.4, subject to payment by the Reinsurer of any amounts due to the Company pursuant to this Section 10.5 and the payment by the Company of any amounts due to the Reinsurer pursuant to this Section 10.5, the Company shall recapture all liabilities previously ceded to the Reinsurer and the Reinsurer's liability under this Agreement will terminate (provided, that such termination shall not relieve any Party of any pre-termination breach of this Agreement). The Company shall prepare a Net Settlement report for the period commencing on the first day of the then-current calendar month and ending on the date this Agreement is terminated pursuant to Sections 10.3 or 10.4. On the tenth Business Day following the delivery of such Net Settlement report (a) the applicable Party shall pay any amounts due and owing by such Party on such Net Settlement report; (b) the Company shall withdraw any assets in the Funds Withheld Account; (c) the Reinsurer shall transfer to the Company cash and assets with an aggregate Fair Market Value equal to 100% of an amount equal to: (i) the Reinsurer's Share of the Statutory Reserves held by the Company with respect to the Reinsured Policies (other than the Captive Policies), *plus* (ii) the Reinsurer's Share of the Economic Reserves held by the Company with respect to the Captive Policies, *plus* (iii) the Reinsurer's Share of the Interest Maintenance Reserve attributable to the Reinsured Liabilities and the Closed Block Policies, *plus* (iv) (x) the amount of any new Interest Maintenance Reserve created at the time of recapture as a result of such recapture divided by 65% and (y) the amount of any new Interest Maintenance Reserve created at the Effective Time as a direct result of the transactions contemplated by this Agreement that remains unamortized as of the date of termination, *minus* (v) the Reinsurer's Share of the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (vi) the Reinsurer's Share of net due and deferred Premiums on the Reinsured Policies reduced by advances thereon, *plus* (vii) the Ceding Commission *multiplied* by the ratio of (x) the remaining number of months in the Amortization Period over (y) 120, *minus* (viii) the Statutory Book Value of any assets in the Funds Withheld Account (immediately prior to the withdrawal contemplated by clause (b) above), in each case, determined by the Company in accordance with SAP, consistently applied, as of the date of termination (such amount, the "Reinsurer Termination Payment"); and (c) the Company shall pay to the Reinsurer cash equal to the amount of any cash and assets withdrawn by the Company or any successor by operation of law, including any liquidator, rehabilitator, receiver or

conservator of the Company, from the Custody Account or the Funds Withheld Account prior to the date of termination, and not used to satisfy claims of policyholders under the Reinsured Policies prior to the date of termination or to otherwise pay amounts due to the Company pursuant to this Agreement (the "Company Termination Payment"). Any dispute by either Party of the Company Termination Payment or the Reinsurer Termination Payment shall be resolved in accordance with Section 11.2.

ARTICLE XI
RESOLUTION OF CERTAIN DISPUTES

Section 11.1 Disputes over Actual Initial Coinsurance Premium Calculations and SPA Adjusted Coinsurance Premium

(a) Within thirty (30) days following its receipt from the Company of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, (such period, a "Review Period"), the Reinsurer shall either (i) notify the Company in writing of its agreement with the calculation of the Actual Initial Coinsurance Premium or SPA Adjusted Coinsurance Premium, as applicable, set forth therein ("Notice of Agreement"); or (ii) if the Company determines that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein either (x) have not been prepared on the basis set forth in Section 2.3 or in Section 5.8 of the Purchase Agreement, or (y) contain or reflect mathematical errors, inform the Company in writing of its objection (the "Reinsurer's Objection"), which notice shall set forth in reasonable detail a description of the basis of the Reinsurer's Objection and the adjustments to such Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein that the Reinsurer requests be made. The Company, as applicable, shall, following the Effective Date through the date that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, becomes final in accordance with the last sentence of Section 11.1(c), take all actions necessary or desirable to maintain and preserve all accounting books, records, policies and procedures on which such Initial Coinsurance Premium Reconciliation Statement or SPA Premium Reconciliation Statement, as applicable, are based or on which the finalized Initial Coinsurance Premium Adjustment or SPA Coinsurance Premium Adjustment, as applicable, are to be based so as not to impede or delay the determination of the finalized Actual Initial Coinsurance Premium, the finalized SPA Adjusted Coinsurance Premium, the finalized Fair Market Value of the Reinsurance Assets as of the Effective Date or the preparation of the Reinsurer's Objection in the manner and utilizing the methods permitted by this Agreement. Upon receipt by the Company of a Notice of Agreement from the Reinsurer or if no Reinsurer's Objection is received by the Company prior to the expiration of the Review Period, the Actual Initial Coinsurance Premium, the SPA Adjusted Coinsurance Premium and the Reinsurer's calculation of the Initial Coinsurance Premium Adjustment (as set forth in the Initial Coinsurance Premium Reconciliation Statement) and the SPA Coinsurance Premium Adjustment (as set forth in the SPA Coinsurance Premium Reconciliation Statement) shall be deemed to have been accepted by the Reinsurer and will become final and binding upon the Parties in accordance with the last sentence of Section 11.1(c).

(b) If the Reinsurer timely delivers a Reinsurer's Objection to the Company, the Company shall have thirty (30) days from the date of such delivery to review and respond to such Reinsurer's Objection (the "Consultation Period"). The Parties shall use reasonable, good faith efforts to resolve any disagreements that they may have with respect to the matters set forth in the Reinsurer's Objection. If the Parties are unable to resolve all of their disagreements with respect to the matters set forth in the Reinsurer's Objection within ten (10) Business Days following the expiration of the Consultation Period, then the Parties shall submit all matters that remain in dispute with respect to the Reinsurer's Objection (along with a copy of the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein, marked to indicate those line items that are still in dispute) to an independent internationally recognized accounting firm of independent certified public accountants with appropriate actuarial expertise mutually agreed upon by the Parties (the "CPA Firm"), which shall, acting as an expert and not as an arbitrator, make a final determination, on the basis of the standards set forth in Section 2.3 hereof, and only with respect to any remaining differences submitted to the CPA Firm, in accordance with this Section 11.1(b), of the appropriate amount of each line item in the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein as to which the Parties disagree (such items that remain in dispute, the "Unresolved Items").

(c) The Parties shall instruct the CPA Firm to deliver its written determination to the Reinsurer and the Company no later than fifteen Business Days after the Unresolved Items are referred to the CPA Firm. The CPA Firm's determination shall include a certification that it reached such determination in accordance with this Section 11.1(c) and shall be conclusive and binding upon the Parties, absent fraud or clear and manifest error. With respect to each Unresolved Item, the CPA Firm's determination, if not in accordance with the position of either the Company or the Reinsurer, shall not be more favorable to the Reinsurer than the amounts advocated by the Reinsurer in the Reinsurer's Objection or more favorable to the Company than the amounts advocated by the Company in the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement or the Company's calculations of the amounts set forth therein with respect to such disputed line item and/or calculation. For the avoidance of doubt, (i) the CPA Firm's review of the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein shall be limited to a determination of whether such documents and calculations were prepared in accordance with Section 2.3, and (ii) the CPA Firm shall not review any line items or make any determination with respect to any matters other than the Unresolved Items that were referred to the CPA Firm for resolution pursuant to this Section 11.1(c). The determination of the amounts set forth in the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, that are final and binding on the Parties, as determined either through (1) the Reinsurer's delivery of a Notice of Agreement pursuant to Section 11.1(a), (2) the Reinsurer's failure to deliver Reinsurer's Objection prior to expiration of the Review Period pursuant to Section 11.1(a), (3) agreement by the Parties during the Consultation Period or (4) the determination of the CPA Firm pursuant to this Section 11.1(c) are referred to herein as the "finalized Actual Initial Coinsurance Premium," the "finalized Initial Coinsurance Premium Adjustment," the "finalized Fair Market Value of the Reinsurance Assets as of the Effective Date," the "finalized SPA Adjusted Coinsurance Premium," and the "finalized SPA Coinsurance Premium Adjustment," as the case may be.

(d) The Parties agree that judgment may be entered upon the CPA Firm's determination in any court having jurisdiction over the Reinsurer or the Company or their respective assets, as the case may be. The fees and disbursements of the CPA Firm shall be paid by the Parties in proportion to those matters submitted to the CPA Firm that are resolved against that Party, as such fees and disbursements are allocated by the CPA Firm in accordance with this Section 11.1 at the time of the CPA Firm's determination. At any time following delivery of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, the Reinsurer shall provide to the Company and its Representatives full access to books and records and other information with respect to the Reinsured Policies, the Net Retained Liabilities and the Ceding Commission, including work papers of its accountants (subject to execution by the Company and/or its Representatives, as applicable, of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants), and to any employees during regular business hours and on reasonable advance notice, to the extent necessary for the Company to prepare the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement or to prepare materials for presentation to the CPA Firm. The Parties shall make readily available to the CPA Firm, during regular business hours and on reasonable advance notice, interviews with such employees, and all relevant information, books and records and any work papers of their respective accountants (in each case, subject to execution by the CPA Firm of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants) relating to the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and any Unresolved Items and all other items reasonably required by the CPA Firm to fulfill its obligations under Section 11.1(c). In acting under this Section 11.2, the CPA Firm will be entitled to the privileges and immunities of an arbitrator.

(e) For the avoidance of doubt, this Section 11.1 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

Section 11.2 Disputes over Calculations. After the Effective Date, any dispute between the Parties with respect to the calculation of amounts that are to be calculated or reported pursuant to this Agreement (other than disputes with respect to the Actual Initial Coinsurance Premium and the SPA Adjusted Initial Coinsurance Premium, which shall be resolved in accordance with Section 11.1 hereof), including disputes with respect to any Net Settlement, calculations relating to DAC tax, valuation of the assets held in the Custody Account or the amount of the Reinsurer Termination Payment or the Company Termination Payment, that cannot be resolved by the Parties within sixty (60) calendar days, shall be referred to an independent accounting firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties; provided, however, that where the dispute involves an actuarial issue, the dispute shall instead be referred to an independent actuarial firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties.

Within twenty (20) Business Days following the selection of the accounting firm or actuarial firm, as applicable, the Parties shall submit their positions and supporting documentation to such accounting firm or actuarial firm. Within forty (40) Business Days of such submission, the accounting firm or actuarial firm, as applicable, shall, in light of the evidence provided by both Parties, determine the calculations in dispute within the range of difference between the Reinsurer's position thereto and the Company's position thereto. There shall be no appeal from the decision made by such firm, which shall be final and binding (absent fraud or clear and manifest error), except that, either Party may petition a court having jurisdiction over the other Party or its assets to reduce the arbitrator's decision to judgment. The fees charged by the accounting firm or actuarial firm, as applicable, to resolve the dispute shall be allocated between the Company and the Reinsurer by such firm in accordance with its judgment as to the relative merits of the Parties' positions in respect of the dispute. For the avoidance of doubt, this Section 11.2 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

ARTICLE XII INDEMNIFICATION

Section 12.1 Indemnification of the Reinsurer by the Company. From and after the Effective Date, the Company shall indemnify, defend and hold harmless the Reinsurer and its officers, directors and authorized Representatives (the "Reinsurer Indemnified Parties") from and against, and pay and reimburse the Reinsurer Indemnified Parties for, all Losses imposed on, sustained, incurred or suffered by, or asserted against, the Reinsurer Indemnified Parties (a) solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer, (b) arising out of any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Reinsurer pursuant to the Administrative Services Agreement or (c) arising out of the Company's rejection of a written recommendation of the Reinsurer given in accordance with Section 2.8(b); provided, however, that except as provided in Section 2.8(b) and clause (c) of this Section 12.1, the Company shall have no obligation to indemnify, defend and hold harmless the Reinsurer Indemnified Parties for any Reinsured Liabilities.

Section 12.2 Indemnification of the Company by the Reinsurer. From and after the Effective Date, the Reinsurer shall indemnify, defend and hold harmless the Company, and its officers, directors and authorized Representatives (the "Company Indemnified Parties") from and against, and pay and reimburse the Company Indemnified Parties for, all Losses imposed on, sustained or incurred or suffered by, or asserted against, the Company Indemnified Parties to the extent such Losses (a) constitute Reinsured Liabilities, (b) arise out of any breach or nonfulfillment by the Reinsurer of, or any failure by the Reinsurer to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Company or its Affiliates pursuant to the Transition Services Agreement, (c) arise out of written instructions of the Reinsurer given pursuant to Section 2.5 or 3.2 hereof, or (d) arise out of the Company following a written recommendation of the Reinsurer given in accordance with Section 2.8(b).

ARTICLE XIII
CONFIDENTIALITY

Section 13.1 Confidentiality. Except as provided in the Other Transaction Agreements, each of the Reinsurer and the Company agrees to hold any Confidential Information with respect to the other Party in strictest confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed in any form by any means by it or by its Affiliates, employees, advisors, agents or administrators (collectively, "Representatives") to third parties of any kind or used by it or its Representatives for any purpose other than the performance of its obligations under this Agreement; provided that the foregoing obligation shall not prohibit disclosure of any such information (a) if required by Applicable Law or stock exchange rules, or if required or requested by any Governmental Entity (provided in the case of this clause (a) that the disclosing party shall allow (to the extent permitted by Applicable Law and reasonably practicable) the other Party a reasonable opportunity to comment on such disclosure in advance of such disclosure); (b) to the disclosing Party's Representatives, auditors or ratings agencies, provided, that such Representatives, auditors or ratings agencies are made aware of the provisions of this Article XIII; (c) to the extent that the information has been made public by or on behalf of, or with the prior consent of, the non-disclosing Party; (d) if required in connection with any report required to be filed or submitted with any Governmental Entity; (e) to a retrocessionaire of the Reinsurer; (f) to the extent reasonably necessary in connection with any dispute with respect to this Agreement; and (g) as necessary for the Reinsurer to perform its obligations as Administrator under the Administrative Services Agreement. The Reinsurer agrees to hold medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of Policies in confidence to the extent required to be held in confidence under Applicable Law and the Reinsurer's privacy policy or policies and shall establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of such information which are no less rigorous than those maintained by Reinsurer for its own information of a similar nature. Notwithstanding anything to the contrary, for purposes of this Section 13.1, the Reinsurer, in its capacity as Administrator on behalf of the Company, shall not be considered an advisor, agent or administrator of the Company.

ARTICLE XIV
REPRESENTATIONS AND WARRANTIES

Section 14.1 Representations and Warranties of Reinsurer. The Reinsurer hereby represents and warrants to the Company as of the Effective Time:

(a) Organization, Standing and Authority. The Reinsurer is a corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Reinsurer is duly qualified to do business as a foreign

corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(b) Authorization. The Reinsurer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Reinsurer, and, subject to the due execution and delivery by the Company, this Agreement is valid and the binding obligation of the Reinsurer, enforceable against the Reinsurer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Reinsurer or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Reinsurer, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Reinsurer of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Reinsurer, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Reinsurer is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Reinsurer, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Reinsurer's business or necessary to enable the Reinsurer to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Reinsurer in connection with this Agreement or the transactions contemplated hereby.

Section 14.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Reinsurer as of the Effective Time:

(a) Organization, Standing and Authority. The Company is a corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(b) Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Company, and, subject to the due execution and delivery by the Reinsurer, this Agreement is valid and the binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Company or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Company's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Company, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Company, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Company is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Company, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Company's business or necessary to

enable the Company to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Company in connection with this Agreement or the transactions contemplated hereby.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Errors and Omissions. If any delay, omission, error or failure to pay amounts due or to perform any other act required by this Agreement is caused by mistake, misunderstanding or oversight, the Parties will equitably adjust the situation to what it would have been had the mistake, misunderstanding or oversight not occurred, and the reinsurance provided hereunder will not be invalidated. Should it not be possible to adjust the situation, it will be resolved in accordance with dispute resolution procedures mutually selected by the Parties.

Section 15.2 Offset and Recoupment. Any debits or credits incurred on or after the Effective Time in favor of or against either the Company or the Reinsurer with respect to this Agreement are deemed mutual debits or credits and may be set off and recouped, and only the net balance shall be allowed or paid hereunder. In the event of any insolvency, liquidation, rehabilitation, conservatorship, supervision, receivership or comparable proceeding by or against the Company or the Reinsurer, the rights of offset and recoupment set forth in this Section 15.2 shall apply to the fullest extent permitted by Applicable Law.

Section 15.3 Expenses. Except as otherwise provided in this Agreement each Party shall bear its own costs and expenses incurred in connection with the transactions contemplated by this Agreement. All transfer, sales, use, value added, excise, stock transfer, documentary, stamp, recording, registration and any similar taxes that become payable as a result of the acquisition by the Reinsurer from the Company of the Reinsurance Assets (including any real property transfer tax and any similar tax) or the allocation of the Funds Withheld Assets to the Funds Withheld Account shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Reinsurer.

Section 15.4 Parties to this Agreement. This is an agreement for indemnity reinsurance solely between the Company and the Reinsurer. The performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The acceptance of risks under this Agreement shall create no right or legal relationship between the Reinsurer and the insured, owner or beneficiary of any insurance policy or other contract of the Company.

Section 15.5 Authority. Neither the Company nor the Reinsurer shall have any power or authority to act for or on behalf of the other except as expressly granted herein or in the Administrative Services Agreement or Transition Services Agreement, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein. No employee or agent of either Party shall be considered an employee or agent of the other.

Section 15.6 No Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written approval of the other Party. Notwithstanding the foregoing, the Reinsurer shall not be prohibited from further transfer of risks accepted hereunder on a retrocession or other basis without the prior approval of the Company; provided that any transfer shall not relieve the Reinsurer of its obligations under this Agreement.

Section 15.7 Notices. Any notice, approval, request, consent, instruction, or other document to be given hereunder by any Party hereto to the other Party hereto will be delivered by personal delivery, overnight express or facsimile (followed by telephone confirmation with the intended recipient), as follows:

If to the Company, to:

Aviva Life and Annuity Company
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
Attention: Richard C. Cohan
Email: rich.cohan@avivausa.com

with a copy (which shall not constitute notice) to:

Aviva Life and Annuity Company
c/o Athene Asset Management LLC
841 Apollo Street, Suite 150
El Segundo, California 90245
Telephone: (310) 698-4481
Fax: (310) 698-4492
Attention: Chief Executive Officer and Legal Department
Email: jbelardi@athene.com; legal@athene.com

and

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Reinsurer, to:

Presidential Life Insurance Company - USA
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772
Telephone: (508) 460-2408
Facsimile: (212) 493-9888
Attn: Scott Silverman, Esq.

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909 6647
Facsimile: (212) 909 6836
Attn: John M. Vasily, Esq.
Thomas M. Kelly, Esq.

or at such other address for a Party as will be specified by like notice. Each notice or other communication required or permitted under this Agreement that is addressed as provided in this [Section 15.7](#) will be deemed given upon delivery.

[Section 15.8 Severability](#). If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Company or the Reinsurer under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Section 15.9 Announcements](#). Except as required by Applicable Law or in connection with public disclosure to investors or analysts, the content and timing of public announcements by either Party concerning the transactions contemplated by this Agreement must be approved in advance by both Parties, but such approval shall not be unreasonably withheld, conditioned or delayed.

Section 15.10 Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits to this Agreement are attached hereto and are incorporated herein by reference. The provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) shall be deemed to control in the event of any inconsistency or conflict between the provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) and the Schedules, Annexes and Exhibits attached hereto.

Section 15.11 Entire Agreement. This Agreement (including all Exhibits, Annexes and Schedules hereto), and the Other Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, between the Parties with respect to the subject matter of this Agreement and such other agreements. Except as set forth in Sections 12.1 and 12.2 with respect to the Reinsurer Indemnified Parties and the Company Indemnified Parties, this Agreement is not intended to and shall not confer upon any Person other than the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns any rights or remedies.

Section 15.12 Binding Effect. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective permitted assignees and successors (including any liquidator, rehabilitator, receiver or conservator of a Party).

Section 15.13 Waiver and Amendment. This Agreement may be modified or amended only by a writing duly executed by the Company and the Reinsurer. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. A waiver must be in writing and must be executed by such Party. A waiver on any occasion shall not be deemed to be a waiver of the same or any term or condition on a future occasion.

Section 15.14 Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

Section 15.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Section 15.16 No Prejudice. The Parties agree that this Agreement has been jointly negotiated and drafted by the Parties hereto and that the terms hereof shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting.

Section 15.17 Governing Law; Jurisdiction; Enforcement.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof, except that the laws of the State of Iowa shall apply with respect to insurance and reinsurance matters, including credit for reinsurance.

(b) Subject to Section 11.1 and Section 11.2, each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered, sent or mailed in accordance with Section 15.7, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.17.

Section 15.18 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that the other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date first written above.

AVIVA LIFE AND ANNUITY COMPANY

By: /s/ Richard Cohan
Name: Richard Cohan
Title: EVP & GC

Signature Page to Coinsurance and Assumption Agreement

PRESIDENTIAL LIFE INSURANCE
COMPANY USA

By: /s/ Michael Miller
Name: Michael Miller
Title: President

Signature Page to Coinsurance and Assumption Agreement

Schedule 1.1(i)

Assumed Reinsurance Agreements

1. Coinsurance Agreement, by and between ALAC and Swiss Re, dated as of January 1, 2001.
2. Direct Policy Administration Agreement, by and between ALAC and Swiss Re, dated as of January 1, 2001.
3. Coinsurance Agreement, by and between ALAC and Swiss Re, dated as of January 1, 2001.
4. Yearly Renewable Term Retrocession Agreement, by and between Swiss Re and ALAC, dated as of January 1, 2001.
5. Yearly Renewable Term Retrocession Agreement, by and between Swiss Re and ALAC, dated as of January 1, 2001.
6. Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of January 1, 2001.
7. Automatic and Facultative YRT Reinsurance Agreement, by and between Ameritas and ALAC, dated as of April 1, 1996.
8. Coinsurance Agreement, by and between Sun Life and Swiss Re, dated as of June 25, 2001.
9. Term Alliance Agreement, by and between ING Re and ALAC, dated as of October 1, 1999.
10. Term Alliance Agreement, by and between Transamerica and ALAC, dated as of February 17, 1997.
11. Master Agreement and Pool Sharing Adoption, by and between ING Re and ALAC, dated as of January 1, 1994.
12. Pool Reinsurance Agreement, by and between Swiss Re and ALAC, dated as of January 1, 1981.
13. General American Primary Excess Pool Agreement, by and between RGA and ALAC, dated as of January 1, 1994.
14. Yearly Renewable Term Retrocession Agreement, by and between Swiss Re and ALAC, dated as of January 1, 2001.
15. General American First Excess Automatic Pool Agreement, by and between RGA and ALAC, dated as of January 1, 1983.

16. Primary Excess Pool Agreement, by and between RGA and ALAC, dated as of January 1, 1994.

17. Private Label Marketing Agreement for Universal Survivor Life Ins. Policies, by and between Sentry and ALAC, dated as of January 1, 2001.

Schedule 1.1(ii)

Captive Reinsurance Agreements

1. Reinsurance Agreement, by and between Presidential Life Insurance Company-USA and Cape Verity I, Inc, dated as of the date hereof.
2. Reinsurance Agreement, by and between Presidential Life Insurance Company-USA and Cape Verity II, Inc, dated as of the date hereof.
3. Reinsurance Agreement, by and between Presidential Life Insurance Company-USA and Cape Verity III, Inc, dated as of the date hereof.
4. Funds Withheld Retrocession Agreement, by and between Presidential Life Insurance Company-USA and Gotham Re, Inc, dated as of the date hereof.

Schedule 1.1(iii)

Other Reinsurance

1. Automatic Self Administered YRT Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of February 1, 2003.
2. Automatic Self Administered YRT Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of February 1, 2003.
3. Automatic and Facultative YRT Agreement, by and between ALAC and Swiss Re, dated as of January 1, 1995.
4. Automatic and Facultative YRT Agreement, by and between ALAC and Transamerica, dated as of January 1, 1994.
5. Automatic Reinsurance Agreement, by and between ALAC and Gen Re, dated as of June 1, 1998.
6. Automatic and Facultative Yearly Renewable Term Reinsurance Agreement, by and between ALAC and ING Re, dated as of February 1, 2003.
7. Automatic/Facultative YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of August 18, 2008.
8. Automatic/Facultative YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of November 8, 2008.
9. Automatic YRT Reinsurance Agreement, by and between ALAC and Scor, dated as of August 16, 2010.
10. Automatic Self Administered YRT Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of January 25, 2010.
11. Auto Self Administered YRT Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of August 16, 2010.
12. Automatic and Facultative Coinsurance Agreement, by and between ALAC and Transamerica, dated as of January 1, 1998.
13. Automatic Self Administered Coinsurance Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of July 1, 2005.
14. Coinsurance Agreement, by and between ALAC and Transamerica, dated as of May 1, 2001.
15. Automatic and Facultative Coinsurance Life Reinsurance Agreement, by and between ALAC and Employers Reassurance Corp., dated as of August 1, 1996.

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16. Automatic Coinsurance Reinsurance Agreement, by and between ALAC and Life Re CNA, dated as of November 1, 1997.
 17. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Canada Life, dated as of August 18, 2008.
 18. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and General Re, dated as of April 1, 2009.
 19. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Hannover, dated as of August 16, 2010.
 20. Automatic Treaty, by and between ALAC and Generali, dated as of April 1, 2002.
 21. Zero First Year YRT Agreement, by and between ALAC and Transamerica, dated as of November 1, 2001.
 22. Automatic and Facultative YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of June 1, 2002.
 23. Automatic Bulk YRT Non-Refund Agreement, by and between ALAC and RGA, dated as of June 1, 2002.
 24. Coinsurance Life Reinsurance Agreement, by and between ALAC and Employers Reassurance Corp., dated as of December 1, 1989.
 25. Agreement, by and between ALAC and Baltimore Life Insurance Co., dated as of July 1, 1996.
 26. Automatic and Facultative Reinsurance Agreement, by and between ALAC and ING Re, dated as of April 1, 2002.
 27. Coinsurance Agreement, by and between ILICO and Dell Services, dated as of January 1, 2001.
 28. Automatic YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of July 1, 2000.
 29. Automatic and Facultative YRT Agreement, by and between ALAC and RGA, dated as of January 1, 1994.
 30. Automatic Bulk YRT Non-Refund Agreement, by and between ALAC and RGA, dated as of January 1, 2000.
 31. Automatic YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of January 1, 2000.
 32. Automatic Bulk Coinsurance Non-Refund Agreement, by and between ALAC and RGA, dated as of April 1, 2002.

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33. Automatic and Facultative YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of November 1, 2001.
 34. Automatic Bulk YRT Non-Refund Agreement, by and between ALAC and RGA, dated as of November 1, 2001.
 35. Automatic Bulk YRT Non-Refund Agreement, by and between ALAC and RGA, dated as of June 1, 2002.
 36. Reinsurance Agreement, by and between ALAC and RGA, dated as of December 31, 2002.
 37. Automatic Self Administered YRT Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of April 1, 2002.
 38. Automatic Self Administered YRT Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of July 1, 2003.
 39. Coinsurance Agreement, by and between ALAC and Swiss Re, dated as of November 1, 1997.
 40. Coinsurance Agreement, by and between ALAC and Swiss Re, dated as of November 1, 1997.
 41. Coinsurance Agreement, by and between ALAC and Transamerica, dated as of July 1, 2000.
 42. Coinsurance Agreement, by and between ALAC and Transamerica, dated as of April 1, 2002.
 43. Zero First Year YRT Agreement, by and between ALAC and Transamerica, dated as of June 1, 2002.
 44. Coinsurance Agreement, by and between ALAC and Transamerica, dated as of July 1, 2005.
 45. Automatic Agreement, by and between ALAC and RGA, dated as of October 1, 1989.
 46. Automatic and Facultative Coinsurance Agreement, by and between ALAC and RGA, dated as of January 1, 2000.
 47. Reinsurance Agreement, by and between ALAC and RGA, dated as of January 1, 1975.
 48. Automatic Reinsurance Agreement, by and between ALAC and RGA, dated as of January 1, 1983.
 49. Automatic and Facultative YRT Agreement, by and between ALAC and RGA, dated as of January 1, 1993.

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50. Automatic and Facultative YRT Agreement, by and between ALAC and RGA, dated as of January 1, 1994.
 51. Automatic and Facultative Coinsurance Agreement, by and between ALAC and RGA, dated as of January 1, 1998.
 52. Automatic Bulk YRT Non-Refund Agreement, by and between ALAC and RGA, dated as of November 1, 2001.
 53. Automatic Agreement, by and between ALAC and RGA, dated as of February 1, 1988.
 54. Automatic and Facultative Coinsurance Agreement, by and between ALAC and RGA, dated as of March 1, 1999.
 55. Automatic Bulk Coinsurance Non-Refund Agreement, by and between ALAC and RGA, dated as of April 1, 2002.
 56. Automatic and Facultative Coinsurance Agreement, by and between ALAC and RGA, dated as of April 1, 2002.
 57. Automatic and Facultative YRT Reinsurance Agreement, by and between ALAC and RGA, dated as of June 1, 2002.
 58. Automatic and Facultative Coinsurance Agreement, by and between ALAC and RGA, dated as of January 1, 2000.
 59. Automatic and Facultative Coinsurance Agreement, by and between ALAC and RGA, dated as of March 1, 1999.
 60. Automatic and Facultative Reinsurance Agreement (Coinsurance Basis), by and between ALAC and ING Re, dated as of April 1, 2002.
 61. Automatic Self Administered Coinsurance Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of April 1, 2002.
 62. Coinsurance Agreement, by and between ALAC and Transamerica, dated as of April 1, 2002.
 63. Coinsurance Agreement, by and between ALAC and United Fidelity, dated as of September 30, 1986.
 64. Facultative Reinsurance Agreement, by and between ALAC and American United, dated as of August 17, 1981.
 65. Automatic YRT Reinsurance Agreement, by and between ALAC and Munich American, dated as of January 1, 2007.
 66. Automatic Yearly Renewable Term, by and between ALAC and Canada Life, dated as of November 8, 2008.

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67. Automatic and Facultative Yearly Renewable Term Reinsurance Agreement Single Life Products, by and between ALAC and Canada Life, dated as of March 1, 2002.
 68. Automatic and Facultative Yearly Renewable Term Reinsurance Agreement Joint Last Survivor Products, by and between ALAC and Canada Life, dated as of March 1, 2002.
 69. Automatic Coinsurance Agreement, by and between ALAC and Canada Life, dated as of September 1, 1999.
 70. Automatic Coinsurance Agreement, by and between ALAC and Canada Life, dated as of September 1, 1999.
 71. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Scottish Re, dated as of August 1, 2004.
 72. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Scottish Re, dated as of August 1, 2004.
 73. Automatic Coinsurance Agreement, by and between ALAC and ERC Life, dated as of August 1, 1996.
 74. Facultative Coinsurance Agreement, by and between ALAC and ERC Life, dated as of January 1, 1997.
 75. Reinsurance Agreement, by and between ALAC and Canada Life, dated as of November 15, 1983.
 76. Facultative YRT Reinsurance Agreement, by and between ALAC and Canada Life, dated as of July 1, 2003.
 77. Automatic Coinsurance Agreement, by and between ALAC and Canada Life, dated as of January 1, 2000.
 78. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Canada Life, dated as of August 18, 2008.
 79. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Canada Life, dated as of August 18, 2008.
 80. Automatic Coinsurance Agreement, by and between ALAC and Canada Life, dated January 1, 2000.
 81. YRT Agreement, by and between ALAC and Transamerica, dated as of July 1, 2003.
 82. Automatic and Facultative YRT Reinsurance Agreement, by and between ALAC and ING Re, dated as of March 1, 1997.
 83. Reinsurance Agreement (Automatic YRT Bulk Universal Life), by and between ALAC and Swiss Re, dated as of January 1, 1999.

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84. Reinsurance Agreement (Automatic YRT Bulk Universal Life), by and between ALAC and Swiss Re, dated as of January 1, 1999.
 85. Reinsurance Agreement (Automatic YRT Bulk Universal Life), by and between ALAC and Swiss Re, dated as of January 1, 1999.
 86. Reinsurance Agreement (Automatic Coinsurance Bulk), by and between ALAC and Swiss Re, dated as of January 1, 2000.

Section 2.12

Interest Maintenance Reserve (Non-Closed Block/AmerUS)

The Parties will work together to develop the IMR amortization schedule based upon the actual disposal information, producing an amortization schedule to be added to this agreement. At the time of this agreement's execution, the best estimates of IMR are

Existing IMR (based on 8/31 experience): \$63,198,778

New IMR (based on 9/26 market value of assets transferred): \$182,311,623

Schedule 7.3(a)

Novation and Assumption Consent Solicitation Procedures by Subject Contract Type

[See attached.]

**Aviva/Presidential Assumption
Summary of State Assumption Reinsurance Requirements**

State	Regulatory Approval of Transaction Required?		Informational Filing Required?		Policyholder Consent	Legal Authority Governing Consent	Notice and Consent Period
	Domestic	Foreign	Domestic	Foreign			
Alabama		No		No	Implied	Common law	
Alaska		No		No	Implied	Common law	
Arizona		No		No	Implied	Common law	
Arkansas		No		Yes	Implied	Common law	
California		Yes			Implied	Common law	
Colorado		Yes (60-day deemer applies if affidavit submitted certifying substantially similar reqs. in domicile states)			Implied	3 CCR 702-3 (Regulation 3-3-1)	25 months (NAIC Model) Two notices required — 24 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 30 days, transfer deemed accepted by insured. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
Connecticut		Yes (20-day deemer)			Implied	Common law	
Delaware		No		Yes	Implied	Common law	
District of Columbia		No		Yes	Implied	Common law	
Florida		Yes			Implied	Common law	
Georgia		Yes			Implied	Ga. Comp. R. & Regs. r. 120-2-62-.07	90 days Two notices required — 60 days to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 30 days, transfer deemed accepted by insured.
Hawaii		No		No	Implied	Common law	
Idaho		No		Yes	Implied	Common law	
Illinois		No		Yes	Implied	Common law	
Indiana		No		No	Implied	Common law	
Iowa	Yes	No, not for life insurers		Yes	Implied	Common law	
Kansas		Yes, unless both insurers submit affidavit stating transaction subject to substantially similar reqs. in domicile states		Yes	Implied	K.S.A. §§ 40-5205, 5206	25 months (NAIC Model) Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case provides method to pay premium while reserving right to reject transfer.
Kentucky		No		No	Implied	Common law	
Louisiana		No		Yes	Implied	Common law	

**Aviva/Presidential Assumption
Summary of State Assumption Reinsurance Requirements**

State	Regulatory Approval of Transaction Required?		Informational Filing Required?		Policyholder Consent	Legal Authority Governing Consent	Notice and Consent Period
	Domestic	Foreign	Domestic	Foreign			
Maine		Yes, unless both insurers submit affidavit stating transaction subject to substantially similar reqs. in domicile states		Yes	Implied	24 AMRS § 763-65	25 months (NAIC Model) Two notices required — 24 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 30 days, transfer deemed accepted by insured. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
Maryland		No		No	Implied	Common law	
Massachusetts		No		No	Implied	Common law	
Michigan		No, but OFIR will not approve certificate of assumption that extinguishes ceding carrier's liability without affirmative consent of policyholders		Yes	Affirmative OFIR interprets MCL 500.2236(5) to require ceding carrier to retain contingent liability unless policyholder signs release	MCL 500.2236(5)	
Minnesota		Yes			Affirmative Ceding insurer retains contingent liability unless policyholder signs release	Minn. Stat. § 60A.09, Subd. 4a.	
Mississippi		No		Yes	Implied	Common law	
Missouri		Yes, unless both insurers submit affidavit stating transaction subject to substantially similar reqs. in domicile states (30-day deemer applies if approval req'd.)		Yes	Implied	§§ 375.1287, 374.1290 RSMo; 375.1292 RSMo	30 months 3 notices required — 2nd notice 12 months after 1st, 3rd notice 24 months after 1st, policyholder has 6 months to respond to final notice. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
Montana		Yes			Implied	Common law	

**Aviva/Presidential Assumption
Summary of State Assumption Reinsurance Requirements**

State	Regulatory Approval of Transaction Required?		Informational Filing Required?		Policyholder Consent	Legal Authority Governing Consent	Notice and Consent Period
	Domestic	Foreign	Domestic	Foreign			
Nebraska		Yes, unless both insurers submit affidavit stating transaction subject to substantially similar reqs. in domicile states (30-day deemer applies if approval req'd.)		Yes	Implied	RRS Neb. § 44-6207	14 months Two notices required — 12 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 60 days, transfer deemed accepted by insured. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
Nevada		Yes			Implied	Common law	
New Hampshire		No		No	Implied	Common law	
New Jersey		No		Yes	Implied	NJAC 11:4-40.8	
New Mexico		No		No	Implied	Common law	

**Aviva/Presidential Assumption
Summary of State Assumption Reinsurance Requirements**

State	Regulatory Approval of Transaction Required?		Informational Filing Required?		Policyholder Consent	Legal Authority Governing Consent	Notice and Consent Period
	Domestic	Foreign	Domestic	Foreign			
New York	Yes	Yes			Implied	Requirements for consent based on Life Bureau Guidelines and OGC Op. No. 08-07-15 construing common law requirements to perfect novation.	Must provide letter w/option to reject.
North Carolina		Yes, unless ceding insurer submits affidavit stating transaction subject to substantially similar reqs. in domicile states		Yes	Implied	N.C. Gen. Stat. § 58-10-35	25 months (NAIC) Two notices required — 24 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 30 days, transfer deemed accepted by insured. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
North Dakota		No		No	Implied	Common law	
Ohio		No		Yes	Implied	Common law	
Oklahoma		No		Yes	Implied	Common law	
Oregon		Yes, unless both insurers submit affidavit stating transaction subject to substantially similar reqs. in domicile states		Yes	Implied	Or. Rev. Stat. § 742.158	13 months Two notices required — 12 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 30 days, transfer deemed accepted by insured. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.

**Aviva/Presidential Assumption
Summary of State Assumption Reinsurance Requirements**

State	Regulatory Approval of Transaction Required?		Informational Filing Required?		Policyholder Consent	Legal Authority Governing Consent	Notice and Consent Period
	Domestic	Foreign	Domestic	Foreign			
Pennsylvania		No		No	Implied	Common law	
Rhode Island		Yes, unless both insurers submit affidavit stating transaction subject to substantially similar reqs. in domicile states		Yes	Implied	RI Gen Laws §§ 27-53.1-5, 27-53.1-6	25 months (NAIC Model) Two notices required — 24 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 30 days, transfer deemed accepted by insured. 24 months/1 month (NAIC) Payment of premium to assuming company during 24- month period after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
South Carolina		Yes			Implied	Common law	
South Dakota		No		No	Implied	Common law	
Tennessee		Yes			Implied	Common law	DOI policy is 60 days
Texas		Yes			Implied	Common law	
Utah		Yes			Implied	Common law	
Virginia		No		Yes	Implied	Va. Code Ann. 38.2-136.B	
Vermont		Yes, unless DOI finds that reqs. in domiciles of both insurers are substantially similar to Vt. reqs. (60-day deemer applies to approval. DOI may extend by 30 days.)		Yes	Implied	8 VSA § 8205	14 months Two notices required — 12 mos. to respond to first; if no response, 2nd notice sent; if no response to 2nd notice after 60 days, transfer deemed accepted by insured. Payment of premium to assuming company after initial notice is received by policyholder constitutes consent, so long as premium notice clearly states that this is the case and provides method to pay premium while reserving right to reject transfer.
Washington		No		Yes	Affirmative	WAC § 284-95-050(1)(d)-(e)	
West Virginia		Yes (120-day deemer)			Implied	Common law	
Wisconsin		Yes (30-day deemer. DOI may extend by 30 days)			Affirmative	DOI interpretation of Wis. Stat. § 618.32	NA
Wyoming		No		No	Implied	Common law	
Puerto Rico		Yes			Implied	Civil law/Common law	

Schedule 7.3(d)

Required Parties

Please see Schedule 7.3(a).

Annex A-1

List of Reinsurance Assets¹

[See attached.]

¹ This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	94988HAE1-1-148	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	2,675,000.00	2,675,000.00	2,735,753.17	2,605,848.58	6,837.15
Available	743315AM5-7-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)	5,000,000.00	5,000,000.00	2,602,329.48	5,350,000.00	93,055.56
Available	22541SAD0-2-588	15-Jan-37	22541SAD0	CS FIRST BOSTON MORTGAGE SECUR	3,400,000.00	1,509,168.71	1,518,950.19	1,513,189.14	5,177.29
Available	250854AF3-1-70	01-Mar-16	250854AF3	DETROIT EDISON SECURITIZATION	2,500,000.00	1,930,924.19	1,967,193.92	2,041,695.52	9,231.96
Available	22541SAD0-1-588	15-Jan-37	22541SAD0	CS FIRST BOSTON MORTGAGE SECUR	1,600,000.00	710,197.04	714,800.09	712,089.00	2,436.37
Available	31407JFA5-1-1801	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	8,679,999.99	1,275,106.06	1,410,107.50	1,393,536.64	5,525.46
Available	46625YSK0-3-132	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	5,000,000.01	1,651,941.31	1,692,820.01	1,703,148.19	5,837.69
Available	312938F24-1-1801	01-Sep-39	312938F24	FEDERAL HOME LOAN MORTGAGE COR	3,650,000.01	1,214,812.02	1,261,219.31	1,300,636.06	3,948.14
Available	312940XU8-1-1801	01-Jun-40	312940XU8	FEDERAL HOME LOAN MORTGAGE COR	4,759,052.00	2,733,406.49	2,837,968.62	2,926,877.00	8,883.57
Available	61745MW41-1-588	13-Dec-41	61745MW41	MORGAN STANLEY CAPITAL I MSC 0	6,000,000.00	5,789,048.73	5,768,705.39	5,971,050.63	19,985.08
Available	36241LTG1-1-1822	15-Oct-40	36241LTG1	GOVERNMENT NATIONAL MORTGAGE A	2,040,000.00	819,969.76	906,159.07	893,434.13	2,961.00
Available	46625YSK0-3-148	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	2,999,999.93	991,164.76	1,015,691.98	1,021,888.89	3,502.61
Available	46625YSK0-4-148	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	2,999,999.99	991,164.78	1,015,692.00	1,021,888.91	3,502.61
Available	31407JFA5-1-1822	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	1,489,999.97	218,883.41	241,642.05	239,213.08	948.49
Available	3620A5A82-1-1822	15-Jul-40	3620A5A82	GOVERNMENT NATIONAL MORTGAGE A	2,710,000.02	1,162,593.34	1,278,418.63	1,252,978.00	3,778.43
Available	31414HKL0-1-1822	01-Jan-38	31414HKL0	FEDERAL NATIONAL MORTGAGE ASSO	1,560,000.04	293,288.93	332,009.13	324,303.94	1,376.83
Available	31407JFA5-1-1821	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	1,380,000.03	202,724.24	224,256.81	221,553.06	878.47
Available	31297S4F9-1-1822	01-Sep-35	31297S4F9	FEDERAL HOME LOAN MORTGAGE COR	3,240,000.02	680,978.96	737,280.23	735,462.72	2,459.09
Available	36241LTG1-1-1821	15-Oct-40	36241LTG1	GOVERNMENT NATIONAL MORTGAGE A	1,393,055.00	559,932.83	618,102.02	610,099.45	2,021.98
Available	46625YSK0-1-148	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	2,000,000.08	660,776.55	660,109.23	681,259.30	2,335.07
Available	31415MGC3-1-1822	01-Jun-38	31415MGC3	FEDERAL NATIONAL MORTGAGE ASSO	660,000.00	188,539.42	209,876.98	205,985.73	817.00
Available	3620A5A82-1-1821	15-Jul-40	3620A5A82	GOVERNMENT NATIONAL MORTGAGE A	1,868,121.01	801,426.21	883,888.74	863,732.29	2,604.64
Available	31414HKL0-1-1821	01-Jan-38	31414HKL0	FEDERAL NATIONAL MORTGAGE ASSO	1,061,474.99	199,563.37	225,793.43	220,667.00	936.84
Available	31418RP70-1-1822	01-Apr-40	31418RP70	FEDERAL NATIONAL MORTGAGE ASSO	1,429,999.98	652,712.98	711,854.15	707,782.37	2,357.02
Available	31404SFD2-1-1822	01-Apr-34	31404SFD2	FEDERAL NATIONAL MORTGAGE ASSO	2,150,000.01	498,156.25	556,233.23	546,288.11	1,798.90
Available	79548K4R6-2-534	18-Jul-33	79548K4R6	SALOMON BROS MTGE7_00-C2	3,000,000.00	1,694,187.50	1,694,525.15	1,696,517.01	10,024.79
Available	46625YSK0-5-148	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	1,500,000.02	495,582.40	495,081.91	510,944.46	1,751.31
Available	31297S4F9-1-1821	01-Sep-35	31297S4F9	FEDERAL HOME LOAN MORTGAGE COR	2,117,500.02	445,053.38	483,233.00	480,661.21	1,607.14
Available	3128PXB6-1-1822	01-Nov-26	3128PXB6	FEDERAL HOME LOAN MORTGAGE COR	499,999.99	279,183.54	294,155.48	293,543.62	705.71
Available	31415MGC3-1-1821	01-Jun-38	31415MGC3	FEDERAL NATIONAL MORTGAGE ASSO	439,750.00	125,621.53	140,767.71	137,245.79	544.36
Available	312933G73-2-1822	01-May-39	312933G73	FEDERAL HOME LOAN MORTGAGE COR	1,235,000.00	374,907.42	401,310.32	398,405.49	1,218.45
Available	31418RP70-1-1821	01-Apr-40	31418RP70	FEDERAL NATIONAL MORTGAGE ASSO	976,120.00	445,542.80	487,238.07	483,133.25	1,608.90
Available	31404SFD2-1-1821	01-Apr-34	31404SFD2	FEDERAL NATIONAL MORTGAGE ASSO	1,475,935.02	341,975.00	384,445.58	375,016.62	1,234.91
Available	46625YSK0-2-148	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	919,999.97	303,957.19	302,873.16	313,379.25	1,074.13
Available	3138A3UZ8-2-1801	01-Jan-41	3138A3UZ8	FEDERAL NATIONAL MORTGAGE ASSO	2,250,000.00	1,393,228.98	1,474,278.12	1,459,433.83	4,024.88
Available	36179MG87-2-1821	20-Jul-42	36179MG87	GOVERNMENT NATIONAL MORTGAGE A	325,000.00	226,947.42	246,090.58	247,576.26	819.53
Available	31411A2C8-1-1822	01-Nov-36	31411A2C8	FEDERAL NATIONAL MORTGAGE ASSO	730,000.00	159,873.43	178,783.78	176,020.17	692.78
Available	31294MND9-2-1801	01-Apr-27	31294MND9	FEDERAL HOME LOAN MORTGAGE COR	700,000.00	480,604.57	500,377.17	495,765.72	1,041.31
Available	3128L7ZC4-1-1822	01-Mar-38	3128L7ZC4	FEDERAL HOME LOAN MORTGAGE COR	1,180,000.01	433,443.35	480,437.05	471,440.29	1,721.73
Available	3128PXB6-1-1821	01-Nov-26	3128PXB6	FEDERAL HOME LOAN MORTGAGE COR	324,999.99	181,469.30	191,348.87	190,803.35	458.71
Available	3138LQKX1-2-1821	01-Apr-42	3138LQKX1	FEDERAL NATIONAL MORTGAGE ASSO	370,000.00	267,426.57	285,051.96	280,220.26	772.57
Available	31414SYB3-1-1821	01-Jun-38	31414SYB3	FEDERAL NATIONAL MORTGAGE ASSO	787,999.98	188,277.60	204,629.52	205,061.23	747.88
Available	36241KXY9-2-1821	15-Dec-38	36241KXY9	GOVERNMENT NATIONAL MORTGAGE A	1,281,641.23	240,834.92	268,985.57	264,337.04	956.65
Available	31292LHU2-4-1822	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	813,063.07	746,726.69	802,418.82	756,988.21	1,887.56
Available	36241LTG1-2-1805	15-Oct-40	36241LTG1	GOVERNMENT NATIONAL MORTGAGE A	418,000.00	168,013.41	184,479.20	183,066.40	606.72
Available	31292LHU2-2-1821	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	750,000.00	688,808.83	740,181.34	698,274.44	1,741.16
Available	3128LXF47-1-1822	01-Dec-35	3128LXF47	FEDERAL HOME LOAN MORTGAGE COR	1,580,000.00	265,796.78	294,391.85	290,956.57	1,151.79
Available	31417TP69-1-1822	01-Jan-40	31417TP69	FEDERAL NATIONAL MORTGAGE ASSO	600,000.00	308,848.68	335,256.67	334,791.66	1,115.29
Available	31411WVB0-2-1821	01-May-37	31411WVB0	FEDERAL NATIONAL MORTGAGE ASSO	739,999.97	136,009.05	147,461.52	148,133.30	540.26
Available	3128L7ZC4-1-1821	01-Mar-38	3128L7ZC4	FEDERAL HOME LOAN MORTGAGE COR	818,500.01	300,655.41	337,046.59	327,011.77	1,194.27
Available	3620A5A82-1-1805	15-Jul-40	3620A5A82	GOVERNMENT NATIONAL MORTGAGE A	560,000.00	240,240.69	264,148.13	258,917.96	780.78

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	31294NS26-1-1822	01-Nov-27	31294NS26	FEDERAL HOME LOAN MORTGAGE COR	635,000.00	579,299.02	604,432.52	581,551.91	1,045.96
Available	31419E6B0-2-1821	01-Mar-41	31419E6B0	FEDERAL NATIONAL MORTGAGE ASSO	500,000.00	282,893.16	304,479.97	302,305.85	919.40
Available	46625YSK0-1-39	15-Aug-42	46625YSK0	JP MORGAN CHASE COMMERCIAL MOR	500,000.00	165,194.13	165,027.30	170,314.82	583.77
Available	31417AR43-1-1822	01-Dec-41	31417AR43	FEDERAL NATIONAL MORTGAGE ASSO	740,000.00	505,090.50	535,046.44	513,543.69	1,276.76
Available	3620AMXY3-1-1822	15-Mar-41	3620AMXY3	GOVERNMENT NATIONAL MORTGAGE A	570,000.01	378,697.42	416,095.17	402,876.49	1,094.01
Available	3138EHT69-2-1821	01-May-39	3138EHT69	FEDERAL NATIONAL MORTGAGE ASSO	600,000.00	295,842.38	320,380.35	317,459.58	961.49
Available	3138LQKX1-2-1805	01-Apr-42	3138LQKX1	FEDERAL NATIONAL MORTGAGE ASSO	230,000.00	166,238.14	177,194.45	174,190.97	480.24
Available	31407H3U8-2-1822	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	1,168,599.95	159,546.38	181,339.86	178,100.03	748.98
Available	31407JFA5-2-1805	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	284,000.00	41,720.06	46,499.03	45,594.98	180.79
Available	36179MNK2-1-1821	20-Sep-42	36179MNK2	GOVERNMENT NATIONAL MORTGAGE A	305,000.00	194,476.56	213,627.67	209,417.03	632.05
Available	31411A2C8-1-1821	01-Nov-36	31411A2C8	FEDERAL NATIONAL MORTGAGE ASSO	361,735.02	79,221.67	88,792.91	87,222.82	343.29
Available	3128PQ2P5-1-1822	01-Feb-25	3128PQ2P5	FEDERAL HOME LOAN MORTGAGE COR	480,000.00	112,853.16	119,640.79	119,401.35	326.02
Available	31404EJ56-1-1822	01-Mar-34	31404EJ56	FEDERAL NATIONAL MORTGAGE ASSO	950,000.03	152,614.36	168,757.48	167,593.31	606.22
Available	36179NBD9-2-1823	20-Apr-43	36179NBD9	GOVERNMENT NATIONAL MORTGAGE A	80,000.00	69,466.19	74,172.97	75,111.08	225.77
Available	31297S4F9-1-1805	01-Sep-35	31297S4F9	FEDERAL HOME LOAN MORTGAGE COR	635,000.01	133,463.47	144,609.54	144,141.62	481.95
Available	31417CLA1-1-1822	01-Jul-27	31417CLA1	FEDERAL NATIONAL MORTGAGE ASSO	225,000.02	149,533.49	159,287.89	157,648.67	377.99
Available	31371LDY2-2-1822	01-Sep-18	31371LDY2	FEDERAL NATIONAL MORTGAGE ASSO	1,524,999.97	163,460.98	173,785.98	173,606.35	472.22
Available	31403DD97-2-1821	01-Jan-36	31403DD97	FEDERAL NATIONAL MORTGAGE ASSO	800,000.01	125,574.85	137,000.55	137,013.21	498.81
Available	36241LTG1-1-1823	15-Oct-40	36241LTG1	GOVERNMENT NATIONAL MORTGAGE A	280,000.00	112,544.87	122,404.62	122,628.22	406.41
Available	31418RP70-1-1805	01-Apr-40	31418RP70	FEDERAL NATIONAL MORTGAGE ASSO	351,000.00	160,211.37	174,504.25	173,728.40	578.54
Available	3128LXF47-1-1821	01-Dec-35	3128LXF47	FEDERAL HOME LOAN MORTGAGE COR	1,058,594.99	178,083.00	197,382.58	194,939.98	771.69
Available	31417TP69-1-1821	01-Jan-40	31417TP69	FEDERAL NATIONAL MORTGAGE ASSO	401,525.00	206,684.11	225,050.23	224,045.37	746.36
Available	31404SFD2-1-1805	01-Apr-34	31404SFD2	FEDERAL NATIONAL MORTGAGE ASSO	531,000.01	123,033.01	138,839.26	134,920.46	444.29
Available	31417CRL1-2-1822	01-Aug-27	31417CRL1	FEDERAL NATIONAL MORTGAGE ASSO	500,000.00	428,630.43	452,975.81	443,160.14	928.70
Available	36202FTL0-1-1822	20-May-41	36202FTL0	GOVERNMENT NATIONAL MORTGAGE A	469,999.98	261,168.28	289,184.52	282,449.32	848.80
Available	3128M8HQ0-1-1822	01-Feb-41	3128M8HQ0	FEDERAL HOME LOAN MORTGAGE COR	720,000.01	405,836.05	433,535.71	423,604.77	1,172.42
Available	31411WVB0-2-1805	01-May-37	31411WVB0	FEDERAL NATIONAL MORTGAGE ASSO	460,000.00	84,546.17	91,665.26	92,082.87	335.84
Available	31415MGC3-1-1805	01-Jun-38	31415MGC3	FEDERAL NATIONAL MORTGAGE ASSO	131,999.99	37,707.88	42,305.03	41,197.14	163.40
Available	3138EAAP2-7-1822	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	229,999.95	200,847.29	211,191.25	207,627.69	435.17
Available	31407H3U8-1-1821	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	895,700.00	122,287.95	138,932.30	136,508.82	574.07
Available	3620A5A82-1-1823	15-Jul-40	3620A5A82	GOVERNMENT NATIONAL MORTGAGE A	390,000.00	167,310.48	183,720.26	180,317.87	543.76
Available	36241LTG1-2-1822	15-Oct-40	36241LTG1	GOVERNMENT NATIONAL MORTGAGE A	240,054.96	96,489.12	104,927.98	105,133.97	348.43
Available	3128M4W90-2-1823	01-Nov-36	3128M4W90	FEDERAL HOME LOAN MORTGAGE COR	650,000.03	107,252.39	115,475.22	115,815.10	387.30
Available	3128M6ED6-2-1821	01-Mar-38	3128M6ED6	FEDERAL HOME LOAN MORTGAGE COR	624,999.98	178,201.72	192,028.22	191,958.36	643.51
Available	3138A6EM8-1-1821	01-Jan-26	3138A6EM8	FEDERAL NATIONAL MORTGAGE ASSO	196,000.01	96,243.79	102,149.33	101,453.95	243.28
Available	31417CLA1-1-1821	01-Jul-27	31417CLA1	FEDERAL NATIONAL MORTGAGE ASSO	174,999.99	116,303.81	123,890.55	122,615.62	293.99
Available	31407JFA5-1-1823	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	199,999.97	29,380.32	32,474.18	32,109.13	127.31
Available	3620AMXY3-1-1821	15-Mar-41	3620AMXY3	GOVERNMENT NATIONAL MORTGAGE A	391,230.00	259,925.95	284,801.70	276,521.70	750.90
Available	31294NS26-1-1821	01-Nov-27	31294NS26	FEDERAL HOME LOAN MORTGAGE COR	410,000.00	374,035.59	390,263.51	375,490.21	675.34
Available	3138EDFW6-2-1821	01-Jun-42	3138EDFW6	FEDERAL NATIONAL MORTGAGE ASSO	500,000.01	470,595.13	502,287.01	478,500.19	1,189.56
Available	05947UXQ6-1-588	10-Nov-41	05947UXQ6	BANC OF AMERICA COMMERCIAL MOR	1,000,000.00	958,996.43	976,574.05	984,580.54	3,418.72
Available	3138A52H4-1-1822	01-Feb-41	3138A52H4	FEDERAL NATIONAL MORTGAGE ASSO	550,000.01	322,458.77	345,176.44	337,889.39	931.55
Available	3128KQSP2-1-1822	01-May-37	3128KQSP2	FEDERAL HOME LOAN MORTGAGE COR	1,800,000.00	295,589.79	324,787.87	321,499.42	1,174.15
Available	31417Y3Z8-2-1822	01-Aug-21	31417Y3Z8	FEDERAL NATIONAL MORTGAGE ASSO	300,000.00	169,752.70	179,687.37	179,815.98	429.10
Available	31297S4F9-2-1822	01-Sep-35	31297S4F9	FEDERAL HOME LOAN MORTGAGE COR	459,999.96	96,682.19	104,160.21	104,417.54	349.13
Available	31416QX83-1-1822	01-Jun-39	31416QX83	FEDERAL NATIONAL MORTGAGE ASSO	789,999.99	438,048.32	484,393.62	471,560.33	1,423.66
Available	3138NWP5-2-1821	01-Jan-43	3138NWP5	FEDERAL NATIONAL MORTGAGE ASSO	325,000.01	307,756.61	325,271.77	313,020.17	777.94
Available	31414ARB0-3-1823	01-Jan-38	31414ARB0	FEDERAL NATIONAL MORTGAGE ASSO	525,000.06	63,824.01	69,459.10	69,513.47	253.52
Available	31407JFA5-2-1822	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	185,000.00	27,176.80	29,998.94	29,700.95	117.77
Available	31404EJ56-1-1821	01-Mar-34	31404EJ56	FEDERAL NATIONAL MORTGAGE ASSO	649,260.00	104,301.47	115,544.10	114,538.55	414.31
Available	31417FP36-1-1822	01-Mar-28	31417FP36	FEDERAL NATIONAL MORTGAGE ASSO	510,000.00	483,870.32	504,527.25	485,640.80	873.65

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Available	3128PQ2P5-1-1821	01-Feb-25	3128PQ2P5	FEDERAL HOME LOAN MORTGAGE COR	322,222.99	75,758.09	80,547.36	80,153.88	218.86
Available	3132HPW34-2-1823	01-Dec-42	3132HPW34	FEDERAL HOME LOAN MORTGAGE COR	350,000.00	325,210.47	313,630.12	316,006.69	704.62
Available	36179MNH9-2-1822	20-Sep-42	36179MNH9	GOVERNMENT NATIONAL MORTGAGE A	499,999.99	451,051.74	487,532.31	465,052.39	1,140.16
Available	31417CWR2-1-1822	01-Sep-27	31417CWR2	FEDERAL NATIONAL MORTGAGE ASSO	405,000.00	369,661.40	386,796.42	371,242.44	667.44
Available	3138EAAP2-1-1821	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	185,339.00	161,847.15	170,041.51	167,310.95	350.67
Available	3620A5A82-2-1822	15-Jul-40	3620A5A82	GOVERNMENT NATIONAL MORTGAGE A	298,120.01	127,893.85	140,936.88	137,836.83	415.66
Available	36179ME48-3-1822	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	350,000.00	259,730.61	280,647.10	275,329.25	750.33
Available	36200AJD2-1-1822	15-Dec-32	36200AJD2	GOVERNMENT NATIONAL MORTGAGE A	1,649,999.86	104,426.28	117,053.06	115,207.25	414.80
Available	31297S4F9-2-1823	01-Sep-35	31297S4F9	FEDERAL HOME LOAN MORTGAGE COR	392,499.97	82,495.13	88,924.46	89,095.40	297.90
Available	36179MKN2-1-1822	20-Sep-42	36179MKN2	GOVERNMENT NATIONAL MORTGAGE A	175,000.00	111,584.91	122,573.25	120,157.31	362.65
Available	36202FTL0-1-1821	20-May-41	36202FTL0	GOVERNMENT NATIONAL MORTGAGE A	327,480.00	181,973.17	202,236.17	196,801.07	591.41
Available	31415MGC3-1-1823	01-Jun-38	31415MGC3	FEDERAL NATIONAL MORTGAGE ASSO	95,000.00	27,138.25	30,318.49	29,649.46	117.60
Available	3128H3MY4-1-1822	01-Apr-18	3128H3MY4	FEDERAL HOME LOAN MORTGAGE COR	2,940,000.21	175,413.76	186,826.18	186,210.30	633.44
Available	3138E2VY8-2-1822	01-Dec-41	3138E2VY8	FEDERAL NATIONAL MORTGAGE ASSO	775,000.01	547,359.06	586,717.67	573,590.70	1,581.26
Available	31419E6B0-2-1805	01-Mar-41	31419E6B0	FEDERAL NATIONAL MORTGAGE ASSO	250,000.00	141,446.58	152,239.99	151,152.93	459.70
Available	36179MG87-2-1823	20-Jul-42	36179MG87	GOVERNMENT NATIONAL MORTGAGE A	90,000.00	62,846.98	68,148.16	68,559.58	226.95
Available	3128M8HQ0-1-1821	01-Feb-41	3128M8HQ0	FEDERAL HOME LOAN MORTGAGE COR	490,116.00	276,259.36	294,687.10	288,354.82	798.08
Available	31418RP70-1-1823	01-Apr-40	31418RP70	FEDERAL NATIONAL MORTGAGE ASSO	210,000.01	95,852.96	104,124.99	103,940.07	346.14
Available	31417LCP8-2-1821	01-Sep-39	31417LCP8	FEDERAL NATIONAL MORTGAGE ASSO	289,999.99	144,077.64	152,869.64	153,753.89	468.25
Available	3128PXB6-1-1805	01-Nov-26	3128PXB6	FEDERAL HOME LOAN MORTGAGE COR	97,999.99	54,719.97	57,663.41	57,534.55	138.32
Available	36179MC32-2-1822	20-May-42	36179MC32	GOVERNMENT NATIONAL MORTGAGE A	249,999.99	160,059.03	175,313.45	173,036.30	520.19
Available	31404SFD2-1-1823	01-Apr-34	31404SFD2	FEDERAL NATIONAL MORTGAGE ASSO	305,000.01	70,668.68	79,264.73	77,496.69	255.19
Available	36202DZX2-1-1822	20-Oct-33	36202DZX2	GOVERNMENT NATIONAL MORTGAGE A	730,000.00	117,095.62	130,406.85	128,998.51	422.85
Available	3138M3GV0-1-1821	01-Jul-27	3138M3GV0	FEDERAL NATIONAL MORTGAGE ASSO	149,999.99	133,804.86	141,599.40	138,341.25	289.91
Available	3138A52H4-1-1821	01-Feb-41	3138A52H4	FEDERAL NATIONAL MORTGAGE ASSO	375,000.00	219,858.25	235,156.98	230,379.13	635.15
Available	36241KXY9-1-1821	15-Dec-38	36241KXY9	GOVERNMENT NATIONAL MORTGAGE A	395,515.78	74,321.90	83,009.22	81,574.68	295.22
Available	36179ME48-1-1821	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	285,212.02	211,652.26	232,309.66	224,363.46	611.44
Available	3620ASXL8-1-1822	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	279,999.98	180,173.05	197,640.45	195,093.36	585.56
Available	3128KQSP2-1-1821	01-May-37	3128KQSP2	FEDERAL HOME LOAN MORTGAGE COR	1,217,450.98	199,925.60	221,099.82	217,449.88	794.15
Available	31407JFA5-1-1805	01-Oct-36	31407JFA5	FEDERAL NATIONAL MORTGAGE ASSO	130,000.00	19,097.21	21,284.77	20,870.94	82.75
Available	3128PRJB6-2-1821	01-May-25	3128PRJB6	FEDERAL HOME LOAN MORTGAGE COR	399,999.99	161,240.24	171,931.98	170,625.39	465.81
Available	31416QX83-1-1821	01-Jun-39	31416QX83	FEDERAL NATIONAL MORTGAGE ASSO	537,521.00	298,050.85	330,903.30	320,852.63	968.67
Available	31412QKC2-1-1822	01-Sep-24	31412QKC2	FEDERAL NATIONAL MORTGAGE ASSO	260,000.01	53,969.97	57,531.32	57,377.09	155.91
Available	31412UL40-1-1822	01-Apr-24	31412UL40	FEDERAL NATIONAL MORTGAGE ASSO	889,999.97	319,458.51	350,002.49	344,813.29	1,038.24
Available	3138MGMU6-1-1822	01-Jan-28	3138MGMU6	FEDERAL NATIONAL MORTGAGE ASSO	555,000.00	531,114.59	555,349.75	533,057.94	958.96
Available	3138AWCR2-3-1821	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	500,000.00	314,710.97	337,008.28	329,714.50	909.17
Available	31417YMJ3-1-1822	01-Mar-25	31417YMJ3	FEDERAL NATIONAL MORTGAGE ASSO	530,000.03	248,227.47	266,185.87	263,660.76	806.74
Available	3138W13R6-1-1822	01-Feb-28	3138W13R6	FEDERAL NATIONAL MORTGAGE ASSO	500,000.01	476,181.89	492,509.82	477,924.24	859.77
Available	3138LYPM3-2-1822	01-Jun-27	3138LYPM3	FEDERAL NATIONAL MORTGAGE ASSO	175,000.00	153,495.55	162,949.75	158,696.75	332.57
Available	3138M0TW0-1-1822	01-Jul-42	3138M0TW0	FEDERAL NATIONAL MORTGAGE ASSO	349,999.99	327,262.77	338,539.61	319,224.54	709.07
Available	3138LY2K2-1-1821	01-Jun-27	3138LY2K2	FEDERAL NATIONAL MORTGAGE ASSO	276,000.00	214,472.93	226,182.91	221,733.70	464.69
Available	31417CWR2-1-1821	01-Sep-27	31417CWR2	FEDERAL NATIONAL MORTGAGE ASSO	260,000.00	237,313.49	248,313.75	238,328.48	428.48
Available	31415MGC3-2-1822	01-Jun-38	31415MGC3	FEDERAL NATIONAL MORTGAGE ASSO	67,749.97	19,353.85	21,596.82	21,144.74	83.87
Available	31417FP36-1-1821	01-Mar-28	31417FP36	FEDERAL NATIONAL MORTGAGE ASSO	310,000.00	294,117.25	306,673.42	295,193.43	531.05
Available	31413NVK8-1-1822	01-Oct-37	31413NVK8	FEDERAL NATIONAL MORTGAGE ASSO	720,000.05	120,634.10	132,848.11	131,877.20	522.75
Available	31417AVT3-1-1822	01-Jan-42	31417AVT3	FEDERAL NATIONAL MORTGAGE ASSO	379,999.99	321,716.91	342,627.39	327,295.48	813.23
Available	3138AWCR2-1-1822	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	449,999.98	283,239.86	303,289.13	296,743.04	818.25
Available	3128H3MY4-1-1821	01-Apr-18	3128H3MY4	FEDERAL HOME LOAN MORTGAGE COR	1,995,129.94	119,038.51	127,640.97	126,365.21	429.86
Available	31416VJ39-2-1823	01-Feb-37	31416VJ39	FEDERAL NATIONAL MORTGAGE ASSO	299,999.99	54,326.98	59,488.13	59,607.13	235.42
Available	3128PXB6-2-1822	01-Nov-26	3128PXB6	FEDERAL HOME LOAN MORTGAGE COR	70,000.01	39,085.70	41,040.15	41,096.11	98.80
Available	3128L7ZC4-1-1805	01-Mar-38	3128L7ZC4	FEDERAL HOME LOAN MORTGAGE COR	246,000.01	90,361.92	100,593.24	98,283.32	358.94

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	3138NWP5-2-1805	01-Jan-43	3138NWP5	FEDERAL NATIONAL MORTGAGE ASSO	175,000.01	165,715.10	175,146.34	168,549.33	418.89
Available	3128H3ES6-1-1822	01-Apr-18	3128H3ES6	FEDERAL HOME LOAN MORTGAGE COR	1,770,000.09	100,851.49	107,412.57	107,052.55	364.19
Available	3138LYPM3-2-1821	01-Jun-27	3138LYPM3	FEDERAL NATIONAL MORTGAGE ASSO	150,000.00	131,567.62	139,671.22	136,025.79	285.06
Available	3138AS4B5-1-1822	01-Sep-41	3138AS4B5	FEDERAL NATIONAL MORTGAGE ASSO	360,000.01	299,977.50	321,194.54	314,192.83	866.60
Available	36179MC32-2-1821	20-May-42	36179MC32	GOVERNMENT NATIONAL MORTGAGE A	174,999.99	112,041.32	121,973.15	121,125.41	364.13
Available	31417DF81-1-1822	01-Oct-42	31417DF81	FEDERAL NATIONAL MORTGAGE ASSO	460,000.00	434,711.70	451,632.41	424,133.86	941.88
Available	36179ME48-3-1821	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	199,999.97	148,417.47	161,646.28	157,330.98	428.76
Available	31416BW87-1-1823	01-Mar-34	31416BW87	FEDERAL NATIONAL MORTGAGE ASSO	155,000.00	42,516.00	45,933.00	45,473.80	138.18
Available	31416BW87-1-1822	01-Mar-34	31416BW87	FEDERAL NATIONAL MORTGAGE ASSO	150,000.02	41,144.52	44,512.29	44,006.90	133.72
Available	31417TP69-1-1805	01-Jan-40	31417TP69	FEDERAL NATIONAL MORTGAGE ASSO	145,000.00	74,638.43	81,180.02	80,907.98	269.53
Available	3128PXB6-2-1823	01-Nov-26	3128PXB6	FEDERAL HOME LOAN MORTGAGE COR	57,999.98	32,385.28	34,201.03	34,051.05	81.86
Available	31412UL40-1-1821	01-Apr-24	31412UL40	FEDERAL NATIONAL MORTGAGE ASSO	607,615.00	218,098.64	240,226.17	235,408.69	708.82
Available	3620ASXL8-1-1821	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	177,500.00	114,216.85	125,562.86	123,675.26	371.20
Available	3138MOTW0-1-1821	01-Jul-42	3138MOTW0	FEDERAL NATIONAL MORTGAGE ASSO	250,000.00	233,759.13	241,087.26	228,017.54	506.48
Available	31411A2C8-1-1805	01-Nov-36	31411A2C8	FEDERAL NATIONAL MORTGAGE ASSO	108,999.99	23,871.51	26,874.49	26,282.46	103.44
Available	31417CAW5-3-1821	01-Jan-27	31417CAW5	FEDERAL NATIONAL MORTGAGE ASSO	349,999.99	302,728.21	320,346.80	312,983.43	655.91
Available	31417D4E0-2-1821	01-Dec-42	31417D4E0	FEDERAL NATIONAL MORTGAGE ASSO	250,000.01	239,597.72	247,538.69	233,767.35	519.13
Available	36297GT75-2-1822	15-Sep-42	36297GT75	GOVERNMENT NATIONAL MORTGAGE A	249,999.99	238,110.20	252,551.10	234,944.29	515.91
Available	31404SFD2-2-1822	01-Apr-34	31404SFD2	FEDERAL NATIONAL MORTGAGE ASSO	174,935.00	40,532.54	45,582.08	44,448.79	146.37
Available	31417YJM3-1-1821	01-Mar-25	31417YJM3	FEDERAL NATIONAL MORTGAGE ASSO	351,041.00	164,411.35	176,887.48	174,633.46	534.34
Available	3138MGMU6-1-1821	01-Jan-28	3138MGMU6	FEDERAL NATIONAL MORTGAGE ASSO	350,000.00	334,937.13	350,220.57	336,162.66	604.75
Available	31418RP70-3-1822	01-Apr-40	31418RP70	FEDERAL NATIONAL MORTGAGE ASSO	109,880.03	50,153.93	54,299.91	54,385.42	181.11
Available	3138W13R6-1-1821	01-Feb-28	3138W13R6	FEDERAL NATIONAL MORTGAGE ASSO	325,000.00	309,518.23	320,131.39	310,650.76	558.85
Available	3128LXF47-1-1805	01-Dec-35	3128LXF47	FEDERAL HOME LOAN MORTGAGE COR	318,000.01	53,495.81	59,155.75	58,559.62	231.82
Available	31292LHU2-1-1823	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	149,999.99	137,761.76	147,011.62	139,654.88	348.23
Available	31292LHU2-3-1823	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	150,000.00	137,761.77	138,357.63	139,654.89	348.23
Available	3128L7ZC4-1-1823	01-Mar-38	3128L7ZC4	FEDERAL HOME LOAN MORTGAGE COR	170,000.01	62,445.23	69,435.96	67,919.37	248.05
Available	3138AWCR2-1-1821	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	295,000.00	185,679.47	198,661.68	194,531.55	536.41
Available	31417AVT3-1-1821	01-Jan-42	31417AVT3	FEDERAL NATIONAL MORTGAGE ASSO	241,249.99	204,247.91	217,310.59	207,789.57	516.29
Available	312934GN6-1-1822	01-Jul-39	312934GN6	FEDERAL HOME LOAN MORTGAGE COR	1,080,000.01	642,895.99	708,062.31	690,202.21	2,089.41
Available	3128H3ES6-1-1821	01-Apr-18	3128H3ES6	FEDERAL HOME LOAN MORTGAGE COR	1,221,009.99	69,571.00	74,598.37	73,848.71	251.23
Available	36179MC32-2-1805	20-May-42	36179MC32	GOVERNMENT NATIONAL MORTGAGE A	125,000.00	80,029.52	87,123.69	86,518.15	260.10
Available	3128M8HQ0-1-1805	01-Feb-41	3128M8HQ0	FEDERAL HOME LOAN MORTGAGE COR	221,000.00	124,569.12	133,213.76	130,023.13	359.87
Available	31412QKC2-1-1821	01-Sep-24	31412QKC2	FEDERAL NATIONAL MORTGAGE ASSO	137,298.00	28,499.88	30,435.79	30,299.08	82.33
Available	31418RP70-2-1822	01-Apr-40	31418RP70	FEDERAL NATIONAL MORTGAGE ASSO	95,119.99	43,416.82	47,005.89	47,079.90	156.78
Available	31292LHU2-2-1822	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	136,936.93	125,764.49	135,144.22	127,492.75	317.90
Available	31292LHU2-5-1822	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	136,936.95	125,764.51	134,936.41	127,492.77	317.90
Available	31407H3U8-1-1805	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	269,000.01	36,725.98	41,633.42	40,996.84	172.41
Available	3128PLJZ6-1-1822	01-Jul-23	3128PLJZ6	FEDERAL HOME LOAN MORTGAGE COR	729,999.90	111,367.96	121,167.37	120,045.97	442.38
Available	3138AS4B5-1-1821	01-Sep-41	3138AS4B5	FEDERAL NATIONAL MORTGAGE ASSO	243,765.00	203,122.26	217,333.48	212,747.82	586.80
Available	3620DZX2-1-1821	20-Oct-33	3620DZX2	GOVERNMENT NATIONAL MORTGAGE A	350,005.01	56,142.54	62,734.12	61,849.49	202.74
Available	31417EG21-1-1821	01-Dec-27	31417EG21	FEDERAL NATIONAL MORTGAGE ASSO	220,000.01	206,918.53	216,134.74	207,803.93	373.60
Available	3138MCE83-2-1822	01-Oct-42	3138MCE83	FEDERAL NATIONAL MORTGAGE ASSO	690,000.01	675,642.77	707,229.13	659,129.39	1,463.89
Available	312941ZR1-1-1822	01-Aug-40	312941ZR1	FEDERAL HOME LOAN MORTGAGE COR	960,000.00	656,656.09	704,902.51	698,785.17	2,134.13
Available	3138A9N59-1-1822	01-Mar-41	3138A9N59	FEDERAL NATIONAL MORTGAGE ASSO	51,000.00	33,499.39	36,042.44	35,106.26	96.78
Available	31417CLA1-1-1805	01-Jul-27	31417CLA1	FEDERAL NATIONAL MORTGAGE ASSO	53,000.00	35,223.44	37,598.61	37,135.02	89.04
Available	31404SFD2-3-1822	01-Apr-34	31404SFD2	FEDERAL NATIONAL MORTGAGE ASSO	135,065.01	31,294.64	35,193.32	34,318.33	113.01
Available	3620AMXY3-1-1805	15-Mar-41	3620AMXY3	GOVERNMENT NATIONAL MORTGAGE A	117,000.00	77,732.63	85,119.00	82,695.70	224.56
Available	31417AR43-1-1805	01-Dec-41	31417AR43	FEDERAL NATIONAL MORTGAGE ASSO	148,999.99	101,700.65	108,414.46	103,402.71	257.08
Available	31417DF81-1-1821	01-Oct-42	31417DF81	FEDERAL NATIONAL MORTGAGE ASSO	285,000.00	269,332.25	279,815.75	262,778.59	583.55
Available	31417CAW5-1-1821	01-Jun-27	31417CAW5	FEDERAL NATIONAL MORTGAGE ASSO	250,000.01	216,234.45	228,134.48	223,559.61	468.51

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	31419AL70-1-1823	01-Apr-40	31419AL70	FEDERAL NATIONAL MORTGAGE ASSO	109,999.97	26,523.35	29,043.43	28,983.34	114.93
Available	3620A5A82-3-1822	15-Jul-40	3620A5A82	GOVERNMENT NATIONAL MORTGAGE A	101,879.99	43,706.64	48,163.98	47,104.57	142.05
Available	31404EJ56-1-1805	01-Mar-34	31404EJ56	FEDERAL NATIONAL MORTGAGE ASSO	194,999.97	31,326.10	34,860.49	34,400.73	124.43
Available	3128L7ZC4-2-1822	01-Mar-38	3128L7ZC4	FEDERAL HOME LOAN MORTGAGE COR	132,499.99	48,670.54	54,404.17	52,937.15	193.33
Available	31419AL70-1-1822	01-Apr-40	31419AL70	FEDERAL NATIONAL MORTGAGE ASSO	105,000.00	25,317.75	27,691.73	27,665.92	109.71
Available	3128PQ2P5-1-1805	01-Feb-25	3128PQ2P5	FEDERAL HOME LOAN MORTGAGE COR	96,999.99	22,805.74	24,182.02	24,129.02	65.88
Available	31417DQY2-2-1821	01-Oct-42	31417DQY2	FEDERAL NATIONAL MORTGAGE ASSO	250,000.00	237,468.30	250,213.91	231,635.60	514.51
Available	3138M3GV0-1-1805	01-Jul-27	3138M3GV0	FEDERAL NATIONAL MORTGAGE ASSO	60,000.00	53,521.95	56,639.78	55,336.50	115.96
Available	36179MNH9-2-1821	20-Sep-42	36179MNH9	GOVERNMENT NATIONAL MORTGAGE A	150,000.01	135,315.53	147,012.65	139,515.72	342.05
Available	3138EAAP2-1-1805	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	56,000.00	48,901.96	51,698.78	50,552.84	105.95
Available	31417TNX2-1-1822	01-Feb-25	31417TNX2	FEDERAL NATIONAL MORTGAGE ASSO	389,999.99	189,762.36	202,280.26	201,634.27	548.20
Available	36177WUA6-1-1821	15-Jun-42	36177WUA6	GOVERNMENT NATIONAL MORTGAGE A	775,000.00	678,151.47	730,650.98	697,932.47	1,714.22
Available	31294NS26-1-1805	01-Nov-27	31294NS26	FEDERAL HOME LOAN MORTGAGE COR	105,000.00	95,789.60	99,945.54	96,162.13	172.95
Available	3128LXF47-1-1823	01-Dec-35	3128LXF47	FEDERAL HOME LOAN MORTGAGE COR	215,000.01	36,168.55	39,860.04	39,592.19	156.73
Available	3624ILTG1-3-1822	15-Oct-40	3624ILTG1	GOVERNMENT NATIONAL MORTGAGE A	54,945.05	22,084.94	24,016.47	24,063.62	79.75
Available	36297GT75-1-1821	15-Sep-42	36297GT75	GOVERNMENT NATIONAL MORTGAGE A	155,000.00	147,628.33	158,206.05	145,665.46	319.86
Available	31417TP69-1-1823	01-Jan-40	31417TP69	FEDERAL NATIONAL MORTGAGE ASSO	80,000.01	41,179.83	44,624.74	44,638.89	148.70
Available	31417D4E0-2-1805	01-Dec-42	31417D4E0	FEDERAL NATIONAL MORTGAGE ASSO	150,000.00	143,758.63	148,523.23	140,260.41	311.48
Available	3138A9N59-1-1821	01-Mar-41	3138A9N59	FEDERAL NATIONAL MORTGAGE ASSO	39,000.00	25,617.18	27,561.87	26,845.96	74.01
Available	36202FTL0-1-1805	20-May-41	36202FTL0	GOVERNMENT NATIONAL MORTGAGE A	98,000.01	54,456.37	60,190.45	58,893.69	176.98
Available	312934GN6-1-1821	01-Jul-39	312934GN6	FEDERAL HOME LOAN MORTGAGE COR	734,055.00	436,963.90	483,031.60	469,117.01	1,420.13
Available	312940B0-1-1822	01-Jun-40	312940B0	FEDERAL HOME LOAN MORTGAGE COR	1,199,999.98	568,627.01	620,964.18	617,593.76	2,258.71
Available	31414SYB3-1-1823	01-Jun-38	31414SYB3	FEDERAL NATIONAL MORTGAGE ASSO	83,999.99	20,070.20	21,813.29	21,859.32	79.72
Available	36179MNK2-1-1805	20-Sep-42	36179MNK2	GOVERNMENT NATIONAL MORTGAGE A	49,999.99	31,881.40	35,020.92	34,330.66	103.61
Available	31415MGC3-3-1822	01-Jun-38	31415MGC3	FEDERAL NATIONAL MORTGAGE ASSO	27,250.03	7,784.40	8,686.56	8,504.72	33.73
Available	31411A2C8-2-1822	01-Nov-36	31411A2C8	FEDERAL NATIONAL MORTGAGE ASSO	59,999.99	13,140.28	14,727.17	14,467.41	56.94
Available	31418APD4-2-1821	01-Jan-28	31418APD4	FEDERAL NATIONAL MORTGAGE ASSO	218,900.00	208,998.08	219,634.87	216,219.38	452.83
Available	31407H3U8-1-1823	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	179,999.97	24,575.00	27,543.38	27,432.83	115.37
Available	3128LXF47-2-1822	01-Dec-35	3128LXF47	FEDERAL HOME LOAN MORTGAGE COR	190,595.01	32,063.00	35,228.04	35,098.02	138.94
Available	3620AMXY3-1-1823	15-Mar-41	3620AMXY3	GOVERNMENT NATIONAL MORTGAGE A	85,000.01	56,472.43	61,789.42	60,078.08	163.14
Available	3138M8MN0-1-1822	01-Sep-27	3138M8MN0	FEDERAL NATIONAL MORTGAGE ASSO	40,000.00	36,109.55	38,068.16	37,334.57	78.24
Available	3138M74U6-2-1822	01-Sep-42	3138M74U6	FEDERAL NATIONAL MORTGAGE ASSO	600,000.00	557,411.11	591,777.86	566,763.91	1,409.01
Available	31414ARB0-1-1822	01-Jan-38	31414ARB0	FEDERAL NATIONAL MORTGAGE ASSO	119,999.97	14,588.34	15,818.74	15,888.79	57.95
Available	31414ARB0-1-1823	01-Jan-38	31414ARB0	FEDERAL NATIONAL MORTGAGE ASSO	119,999.97	14,588.34	15,876.93	15,888.79	57.95
Available	312941ZR1-1-1821	01-Aug-40	312941ZR1	FEDERAL HOME LOAN MORTGAGE COR	649,715.00	444,415.95	478,657.89	472,928.34	1,444.35
Available	36297GT75-3-1822	15-Sep-42	36297GT75	GOVERNMENT NATIONAL MORTGAGE A	135,000.01	128,579.52	137,792.37	126,869.93	278.59
Available	3138WМКF7-1-1822	01-Mar-43	3138WМКF7	FEDERAL NATIONAL MORTGAGE ASSO	490,000.00	483,662.10	502,342.80	471,871.87	1,047.93
Available	3138ANNX7-2-1821	01-Aug-26	3138ANNX7	FEDERAL NATIONAL MORTGAGE ASSO	150,000.00	113,675.52	120,099.39	119,837.76	287.35
Available	31411A2C8-1-1823	01-Nov-36	31411A2C8	FEDERAL NATIONAL MORTGAGE ASSO	55,000.01	12,045.26	13,480.47	13,261.80	52.20
Available	31407H3U8-3-1822	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	166,699.90	22,759.17	25,676.98	25,405.83	106.84
Available	3138M3GV0-1-1823	01-Jul-27	3138M3GV0	FEDERAL NATIONAL MORTGAGE ASSO	45,000.00	40,141.46	42,365.76	41,502.38	86.97
Available	31417CLA1-2-1822	01-Jul-27	31417CLA1	FEDERAL NATIONAL MORTGAGE ASSO	34,999.98	23,260.75	24,812.86	24,523.11	58.80
Available	36179ME48-1-1805	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	86,000.01	63,819.53	69,679.65	67,652.34	184.37
Available	3138A52H4-1-1805	01-Feb-41	3138A52H4	FEDERAL NATIONAL MORTGAGE ASSO	112,000.00	65,664.33	70,459.49	68,806.57	189.70
Available	3128KQSP2-1-1805	01-May-37	3128KQSP2	FEDERAL HOME LOAN MORTGAGE COR	365,000.00	59,939.04	66,723.73	65,192.94	238.09
Available	31417F7F9-1-1823	01-Apr-28	31417F7F9	FEDERAL NATIONAL MORTGAGE ASSO	145,000.00	139,037.09	145,100.61	139,545.83	251.04
Available	31414SYB3-1-1805	01-Jun-38	31414SYB3	FEDERAL NATIONAL MORTGAGE ASSO	71,000.00	16,964.10	18,437.43	18,476.33	67.39
Available	31294NS26-1-1823	01-Nov-27	31294NS26	FEDERAL HOME LOAN MORTGAGE COR	80,000.00	72,982.55	76,155.05	73,266.38	131.77
Available	31416QX83-1-1805	01-Jun-39	31416QX83	FEDERAL NATIONAL MORTGAGE ASSO	161,000.00	89,273.14	99,172.04	96,102.80	290.14
Available	3138EAAP2-1-1823	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	40,000.00	34,929.97	36,860.73	36,109.17	75.68
Available	3138M8MN0-1-1823	01-Sep-27	3138M8MN0	FEDERAL NATIONAL MORTGAGE ASSO	35,000.00	31,595.86	33,347.29	32,667.75	68.46

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	31407H3U8-1-1822	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	151,399.93	20,670.30	23,493.80	23,074.05	97.04
Available	31404EJ56-1-1823	01-Mar-34	31404EJ56	FEDERAL NATIONAL MORTGAGE ASSO	130,000.00	20,884.07	23,141.07	22,933.82	82.96
Available	3128PQ2P5-1-1823	01-Feb-25	3128PQ2P5	FEDERAL HOME LOAN MORTGAGE COR	65,000.01	15,282.20	16,217.87	16,168.93	44.15
Available	36179ME48-5-1821	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	75,000.01	55,656.57	60,138.67	58,999.14	160.79
Available	31417CLA1-1-1823	01-Jul-27	31417CLA1	FEDERAL NATIONAL MORTGAGE ASSO	30,000.01	19,937.80	21,236.64	21,019.82	50.40
Available	3138ANNX7-2-1805	01-Aug-26	3138ANNX7	FEDERAL NATIONAL MORTGAGE ASSO	125,000.00	94,729.60	100,082.81	99,864.80	239.46
Available	31410KJ47-1-1822	01-Jul-36	31410KJ47	FEDERAL NATIONAL MORTGAGE ASSO	110,000.02	24,323.23	26,506.30	26,401.97	87.83
Available	31410KJ47-1-1823	01-Jul-36	31410KJ47	FEDERAL NATIONAL MORTGAGE ASSO	110,000.02	24,323.23	26,437.22	26,401.97	87.83
Available	36202FTL0-1-1823	20-May-41	36202FTL0	GOVERNMENT NATIONAL MORTGAGE A	69,999.99	38,897.40	43,037.21	42,066.92	126.42
Available	3138EBW43-1-1822	01-Mar-27	3138EBW43	FEDERAL NATIONAL MORTGAGE ASSO	40,000.00	32,490.33	34,541.67	33,587.17	70.40
Available	3138EAAP2-1-1822	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	34,838.71	30,422.88	31,989.70	31,449.93	65.92
Available	3620AMXY3-2-1822	15-Mar-41	3620AMXY3	GOVERNMENT NATIONAL MORTGAGE A	64,230.00	42,673.22	46,655.49	45,397.82	123.28
Available	36179ME48-1-1822	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	70,000.00	51,946.12	56,455.29	55,065.85	150.07
Available	31418APD4-2-1805	01-Jan-28	31418APD4	FEDERAL NATIONAL MORTGAGE ASSO	160,000.00	152,762.42	160,537.13	158,040.67	330.99
Available	31418AKG2-2-1823	01-Sep-27	31418AKG2	FEDERAL NATIONAL MORTGAGE ASSO	60,000.00	54,243.32	56,984.76	57,191.12	137.12
Available	3128PLJZ6-1-1821	01-Jul-23	3128PLJZ6	FEDERAL HOME LOAN MORTGAGE COR	355,805.01	54,281.21	59,140.00	58,510.91	215.62
Available	36179MKNK2-1-1823	20-Sep-42	36179MKNK2	GOVERNMENT NATIONAL MORTGAGE A	35,000.00	22,316.98	24,592.16	24,031.46	72.53
Available	3128H3MY4-1-1805	01-Apr-18	3128H3MY4	FEDERAL HOME LOAN MORTGAGE COR	599,000.01	35,739.06	38,207.14	37,938.76	129.06
Available	3129406B0-1-1821	01-Jun-40	3129406B0	FEDERAL HOME LOAN MORTGAGE COR	808,125.00	382,934.76	418,407.76	415,910.80	1,521.10
Available	3138ALNQ6-2-1821	01-Sep-26	3138ALNQ6	FEDERAL NATIONAL MORTGAGE ASSO	250,000.00	136,556.37	144,751.89	143,952.54	345.18
Available	31417CWR2-1-1805	01-Sep-27	31417CWR2	FEDERAL NATIONAL MORTGAGE ASSO	70,000.00	63,892.09	66,853.69	64,165.36	115.36
Available	3138LU4A0-1-1822	01-Aug-42	3138LU4A0	FEDERAL NATIONAL MORTGAGE ASSO	299,999.99	286,902.39	300,219.08	279,855.49	621.62
Available	3138EBW43-1-1823	01-Mar-27	3138EBW43	FEDERAL NATIONAL MORTGAGE ASSO	35,000.00	28,429.04	30,216.18	29,388.78	61.60
Available	3128M8HQ0-2-1823	01-Feb-41	3128M8HQ0	FEDERAL HOME LOAN MORTGAGE COR	95,000.00	53,547.81	57,115.78	55,892.29	154.69
Available	36180DNF0-1-1822	20-Feb-43	36180DNF0	GOVERNMENT NATIONAL MORTGAGE A	350,000.00	331,155.72	359,385.12	341,775.88	837.09
Available	31417FP36-1-1805	01-Mar-28	31417FP36	FEDERAL NATIONAL MORTGAGE ASSO	80,000.00	75,901.23	79,141.53	76,178.95	137.04
Available	36179ME48-2-1823	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	60,788.00	45,110.01	48,992.47	47,819.18	130.32
Available	3128M8HQ0-3-1822	01-Feb-41	3128M8HQ0	FEDERAL HOME LOAN MORTGAGE COR	90,884.99	51,228.34	54,582.39	53,471.27	147.99
Available	31417TP69-2-1822	01-Jan-40	31417TP69	FEDERAL NATIONAL MORTGAGE ASSO	46,525.00	23,948.64	25,905.86	25,960.30	86.48
Available	31417TNX2-1-1821	01-Feb-25	31417TNX2	FEDERAL NATIONAL MORTGAGE ASSO	200,721.00	97,664.85	104,279.33	103,774.96	282.14
Available	36179MAX8-1-1822	20-Apr-42	36179MAX8	GOVERNMENT NATIONAL MORTGAGE A	75,000.00	61,806.01	67,024.80	63,728.24	156.23
Available	36179MAX8-1-1823	20-Apr-42	36179MAX8	GOVERNMENT NATIONAL MORTGAGE A	75,000.00	61,806.01	66,860.19	63,728.24	156.23
Available	31416QX83-1-1823	01-Jun-39	31416QX83	FEDERAL NATIONAL MORTGAGE ASSO	110,000.02	60,994.08	67,502.80	65,660.31	198.23
Available	31407CU62-1-1822	01-Aug-35	31407CU62	FEDERAL NATIONAL MORTGAGE ASSO	164,999.99	26,808.82	29,058.73	29,081.11	96.81
Available	3138WMKF7-1-1821	01-Mar-43	3138WMKF7	FEDERAL NATIONAL MORTGAGE ASSO	300,000.00	296,119.66	307,556.81	288,901.15	641.59
Available	31412UL40-1-1805	01-Apr-24	31412UL40	FEDERAL NATIONAL MORTGAGE ASSO	181,999.99	65,327.47	71,767.98	70,512.38	212.31
Available	3128PQ2P5-2-1822	01-Feb-25	3128PQ2P5	FEDERAL HOME LOAN MORTGAGE COR	45,221.96	10,632.17	11,237.82	11,249.09	30.72
Available	31407CU62-1-1823	01-Aug-35	31407CU62	FEDERAL NATIONAL MORTGAGE ASSO	159,999.98	25,996.43	28,213.42	28,199.86	93.88
Available	3128KQSP2-1-1823	01-May-37	3128KQSP2	FEDERAL HOME LOAN MORTGAGE COR	235,000.00	38,590.89	43,041.56	41,973.54	153.29
Available	3620ASXL8-1-1805	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	53,000.01	34,104.19	37,373.48	36,928.39	110.84
Available	3138MOTW0-1-1805	01-Jul-42	3138MOTW0	FEDERAL NATIONAL MORTGAGE ASSO	75,000.00	70,127.74	73,702.98	68,405.26	151.94
Available	3138EAAP2-5-1822	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	25,553.32	22,314.42	23,515.22	23,067.73	48.35
Available	31404EJ56-2-1822	01-Mar-34	31404EJ56	FEDERAL NATIONAL MORTGAGE ASSO	84,260.00	13,536.09	14,938.82	14,864.64	53.77
Available	36202FTL0-2-1822	20-May-41	36202FTL0	GOVERNMENT NATIONAL MORTGAGE A	49,479.98	27,494.90	30,280.66	29,735.29	89.36
Available	3620ASXL8-1-1823	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	49,499.99	31,852.02	34,856.84	34,489.72	103.52
Available	3138W13R6-1-1805	01-Feb-28	3138W13R6	FEDERAL NATIONAL MORTGAGE ASSO	100,000.00	95,236.38	98,501.96	95,584.85	171.95
Available	31417YMJ3-1-1805	01-Mar-25	31417YMJ3	FEDERAL NATIONAL MORTGAGE ASSO	104,999.98	49,177.13	52,822.48	52,234.67	159.83
Available	31417TP69-3-1822	01-Jan-40	31417TP69	FEDERAL NATIONAL MORTGAGE ASSO	38,475.00	19,804.92	21,423.51	21,468.51	71.52
Available	3128H3MY4-1-1823	01-Apr-18	3128H3MY4	FEDERAL HOME LOAN MORTGAGE COR	429,999.96	25,655.75	27,311.35	27,234.84	92.65
Available	3138MCE83-2-1805	01-Oct-42	3138MCE83	FEDERAL NATIONAL MORTGAGE ASSO	245,000.00	239,902.14	251,117.60	234,038.69	519.79
Available	3138MCE83-2-1821	01-Oct-42	3138MCE83	FEDERAL NATIONAL MORTGAGE ASSO	245,000.00	239,902.14	251,117.60	234,038.69	519.79

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Available	3138A6EM8-1-1823	01-Jan-26	3138A6EM8	FEDERAL NATIONAL MORTGAGE ASSO	20,999.99	10,311.83	10,944.57	10,870.06	26.07
Available	3128KQSP2-2-1822	01-May-37	3128KQSP2	FEDERAL HOME LOAN MORTGAGE COR	202,450.91	33,245.79	37,161.44	36,159.92	132.06
Available	31417CWR2-1-1823	01-Sep-27	31417CWR2	FEDERAL NATIONAL MORTGAGE ASSO	50,000.00	45,637.21	47,719.02	45,832.40	82.40
Available	3138MGMU6-1-1805	01-Jan-28	3138MGMU6	FEDERAL NATIONAL MORTGAGE ASSO	95,000.00	90,911.51	95,059.86	91,244.16	164.15
Available	3138AWCR2-1-1805	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	88,000.00	55,389.13	59,452.24	58,029.75	160.01
Available	31416QX83-2-1822	01-Jun-39	31416QX83	FEDERAL NATIONAL MORTGAGE ASSO	86,520.98	47,975.15	53,225.92	51,645.39	155.92
Available	31417AVT3-1-1805	01-Jan-42	31417AVT3	FEDERAL NATIONAL MORTGAGE ASSO	72,000.00	60,956.89	65,365.02	62,013.88	154.09
Available	3128H3ES6-1-1805	01-Apr-18	3128H3ES6	FEDERAL HOME LOAN MORTGAGE COR	366,000.07	20,854.04	22,294.12	22,136.29	75.31
Available	31412QKC2-1-1805	01-Sep-24	31412QKC2	FEDERAL NATIONAL MORTGAGE ASSO	41,000.01	8,510.65	9,066.84	9,047.93	24.59
Available	31297S4F9-1-1823	01-Sep-35	31297S4F9	FEDERAL HOME LOAN MORTGAGE COR	47,500.01	9,983.49	10,761.56	10,782.25	36.05
Available	36202DZX2-1-1805	20-Oct-33	36202DZX2	GOVERNMENT NATIONAL MORTGAGE A	105,000.00	16,842.52	18,652.53	18,554.58	60.82
Available	36202DZX2-1-1823	20-Oct-33	36202DZX2	GOVERNMENT NATIONAL MORTGAGE A	105,000.00	16,842.52	18,556.47	18,554.58	60.82
Available	3138AS4B5-1-1805	01-Sep-41	3138AS4B5	FEDERAL NATIONAL MORTGAGE ASSO	73,000.00	60,828.77	65,285.26	63,711.32	175.73
Available	31412QKC2-2-1822	01-Sep-24	31412QKC2	FEDERAL NATIONAL MORTGAGE ASSO	39,999.99	8,303.07	8,862.20	8,827.24	23.99
Available	31412QKC2-1-1823	01-Sep-24	31412QKC2	FEDERAL NATIONAL MORTGAGE ASSO	39,999.99	8,303.07	8,870.32	8,827.24	23.99
Available	617453AT2-3-1823	15-Oct-42	617453AT2	MORGAN STANLEY CAPITAL I MSC	65,000.00	57,777.57	62,426.27	62,361.24	243.98
Available	3620ASXL8-3-1822	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	40,500.02	26,600.76	28,591.18	28,218.88	84.70
Available	3138A6EM8-1-1805	01-Jan-26	3138A6EM8	FEDERAL NATIONAL MORTGAGE ASSO	17,999.99	8,838.71	9,381.05	9,317.19	22.34
Available	3138LU4A0-1-1821	01-Aug-42	3138LU4A0	FEDERAL NATIONAL MORTGAGE ASSO	185,000.00	176,923.15	185,135.09	172,577.56	383.33
Available	36202DZX2-2-1822	20-Oct-33	36202DZX2	GOVERNMENT NATIONAL MORTGAGE A	100,000.02	16,040.50	17,600.69	17,671.03	57.92
Available	3128L7ZC4-3-1822	01-Mar-38	3128L7ZC4	FEDERAL HOME LOAN MORTGAGE COR	42,500.01	15,611.31	17,450.41	16,979.84	62.01
Available	31412UL40-1-1823	01-Apr-24	31412UL40	FEDERAL NATIONAL MORTGAGE ASSO	125,000.00	44,867.77	49,372.70	48,428.84	145.82
Available	312934GN6-1-1805	01-Jul-39	312934GN6	FEDERAL HOME LOAN MORTGAGE COR	271,999.99	161,914.54	179,000.54	173,828.70	526.22
Available	36178DBW0-3-1822	15-Jul-42	36178DBW0	GOVERNMENT NATIONAL MORTGAGE A	273,145.67	249,283.80	269,680.85	256,408.08	630.13
Available	3138A9N59-1-1805	01-Mar-41	3138A9N59	FEDERAL NATIONAL MORTGAGE ASSO	14,000.00	9,195.91	9,991.42	9,637.01	26.57
Available	3138AL2L0-1-1821	01-Aug-26	3138AL2L0	FEDERAL NATIONAL MORTGAGE ASSO	149,999.99	76,183.17	81,360.40	80,957.87	220.08
Available	31417YJM3-1-1823	01-Mar-25	31417YJM3	FEDERAL NATIONAL MORTGAGE ASSO	74,999.99	35,126.52	37,737.41	37,310.48	114.16
Available	3138M0TW0-2-1822	01-Jul-42	3138M0TW0	FEDERAL NATIONAL MORTGAGE ASSO	50,000.00	46,751.83	48,928.78	45,603.51	101.30
Available	3138MGMU6-1-1823	01-Jan-28	3138MGMU6	FEDERAL NATIONAL MORTGAGE ASSO	75,000.00	71,772.24	74,961.58	72,034.85	129.59
Available	3620ASXL8-2-1822	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	34,499.99	22,199.89	24,355.45	24,038.29	72.15
Available	3128H3MY4-2-1822	01-Apr-18	3128H3MY4	FEDERAL HOME LOAN MORTGAGE COR	306,128.90	18,265.04	19,428.66	19,389.23	65.96
Available	31404EJ56-3-1822	01-Mar-34	31404EJ56	FEDERAL NATIONAL MORTGAGE ASSO	55,739.96	8,954.44	9,882.38	9,833.31	35.57
Available	31417AVT3-2-1822	01-Jan-42	31417AVT3	FEDERAL NATIONAL MORTGAGE ASSO	55,000.01	46,564.30	50,154.72	47,371.72	117.70
Available	36178DBW0-1-1821	15-Jul-42	36178DBW0	GOVERNMENT NATIONAL MORTGAGE A	250,000.00	228,160.13	245,816.14	234,680.72	576.74
Available	312941ZR1-1-1805	01-Aug-40	312941ZR1	FEDERAL HOME LOAN MORTGAGE COR	240,000.00	164,164.02	182,515.68	174,696.29	533.53
Available	36177WUA6-1-1805	15-Jun-42	36177WUA6	GOVERNMENT NATIONAL MORTGAGE A	233,000.00	203,882.96	222,606.12	209,830.02	515.37
Available	31413NVK8-1-1823	01-Oct-37	31413NVK8	FEDERAL NATIONAL MORTGAGE ASSO	100,000.03	16,754.74	18,341.43	18,316.28	72.60
Available	3138M0TW0-1-1823	01-Jul-42	3138M0TW0	FEDERAL NATIONAL MORTGAGE ASSO	45,000.00	42,076.64	43,946.22	41,043.15	91.17
Available	31417YJM3-2-1822	01-Mar-25	31417YJM3	FEDERAL NATIONAL MORTGAGE ASSO	66,039.94	30,930.05	33,200.86	32,853.09	100.52
Available	31417DF81-1-1805	01-Oct-42	31417DF81	FEDERAL NATIONAL MORTGAGE ASSO	70,000.00	66,151.78	68,726.68	64,542.11	143.33
Available	36179MNH9-3-1822	20-Sep-42	36179MNH9	GOVERNMENT NATIONAL MORTGAGE A	40,000.01	36,084.15	39,140.36	37,204.20	91.21
Available	3138M74U6-2-1805	01-Sep-42	3138M74U6	FEDERAL NATIONAL MORTGAGE ASSO	200,000.00	185,803.70	197,259.29	188,921.30	469.67
Available	3138AWCR2-2-1822	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	60,000.02	37,765.33	40,432.22	39,565.75	109.10
Available	3128PQ2P5-3-1822	01-Feb-25	3128PQ2P5	FEDERAL HOME LOAN MORTGAGE COR	24,778.02	5,825.58	6,157.44	6,163.60	16.83
Available	3138W13R6-1-1823	01-Feb-28	3138W13R6	FEDERAL NATIONAL MORTGAGE ASSO	60,000.00	57,141.83	59,776.81	57,350.91	103.17
Available	31417AVT3-2-1823	01-Jan-42	31417AVT3	FEDERAL NATIONAL MORTGAGE ASSO	48,250.00	40,849.58	43,757.32	41,557.91	103.26
Available	3138AWCR2-2-1823	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	58,000.03	36,506.49	39,053.05	38,246.90	105.46
Available	3138E4PN5-1-1823	01-Feb-42	3138E4PN5	FEDERAL NATIONAL MORTGAGE ASSO	40,000.01	35,900.82	38,197.41	36,501.66	90.75
Available	31419H6X5-1-1822	01-Nov-40	31419H6X5	FEDERAL NATIONAL MORTGAGE ASSO	290,000.00	186,769.48	201,941.12	199,562.44	607.00
Available	31412UL40-2-1822	01-Apr-24	31412UL40	FEDERAL NATIONAL MORTGAGE ASSO	95,613.98	34,319.89	37,700.55	37,043.79	111.54
Available	3138AS4B5-1-1823	01-Sep-41	3138AS4B5	FEDERAL NATIONAL MORTGAGE ASSO	50,000.00	41,663.54	44,564.66	43,637.89	120.36

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	3132GRH87-1-1821	01-Feb-42	3132GRH87	FEDERAL HOME LOAN MORTGAGE COR	150,000.00	131,141.81	138,993.38	132,949.86	331.50
Available	36179MNH9-1-1823	20-Sep-42	36179MNH9	GOVERNMENT NATIONAL MORTGAGE A	35,000.00	31,573.62	34,157.12	32,553.67	79.81
Available	36297GT75-1-1805	15-Sep-42	36297GT75	GOVERNMENT NATIONAL MORTGAGE A	40,000.00	38,097.63	40,827.36	37,591.08	82.54
Available	3128H3ES6-1-1823	01-Apr-18	3128H3ES6	FEDERAL HOME LOAN MORTGAGE COR	219,999.95	12,535.21	13,344.11	13,305.96	45.27
Available	36180DNF0-1-1821	20-Feb-43	36180DNF0	GOVERNMENT NATIONAL MORTGAGE A	150,000.00	141,923.88	154,022.19	146,475.38	358.75
Available	3138A9N59-2-1822	01-Mar-41	3138A9N59	FEDERAL NATIONAL MORTGAGE ASSO	10,000.00	6,568.51	7,114.54	6,883.58	18.98
Available	3138LY2K2-2-1823	01-Jun-27	3138LY2K2	FEDERAL NATIONAL MORTGAGE ASSO	29,000.01	22,535.21	23,765.60	23,298.12	48.83
Available	3138E4PN5-1-1822	01-Feb-42	3138E4PN5	FEDERAL NATIONAL MORTGAGE ASSO	35,000.00	31,413.21	33,435.77	31,938.94	79.41
Available	31292LHU2-3-1822	01-May-42	31292LHU2	FEDERAL HOME LOAN MORTGAGE COR	23,063.04	21,181.37	22,726.10	21,472.44	53.54
Available	617453AT2-2-1805	15-Oct-42	617453AT2	MORGAN STANLEY CAPITAL I MSC	37,000.00	32,888.77	35,464.74	35,497.93	138.88
Available	36297GT75-1-1823	15-Sep-42	36297GT75	GOVERNMENT NATIONAL MORTGAGE A	35,000.00	33,335.43	35,376.18	32,892.20	72.23
Available	3138AS4B5-2-1822	01-Sep-41	3138AS4B5	FEDERAL NATIONAL MORTGAGE ASSO	40,764.98	33,968.27	36,365.79	35,577.96	98.13
Available	3620AMXY3-3-1822	15-Mar-41	3620AMXY3	GOVERNMENT NATIONAL MORTGAGE A	20,770.00	13,799.20	15,086.95	14,680.25	39.86
Available	3138LY2K2-1-1823	01-Jun-27	3138LY2K2	FEDERAL NATIONAL MORTGAGE ASSO	24,999.99	19,426.89	20,501.62	20,084.57	42.09
Available	3138LY2K2-1-1805	01-Jun-27	3138LY2K2	FEDERAL NATIONAL MORTGAGE ASSO	25,000.01	19,426.90	20,487.59	20,084.58	42.09
Available	3138LY2K2-1-1822	01-Jun-27	3138LY2K2	FEDERAL NATIONAL MORTGAGE ASSO	25,000.01	19,426.90	20,473.63	20,084.58	42.09
Available	3128PXB86-1-1823	01-Nov-26	3128PXB86	FEDERAL HOME LOAN MORTGAGE COR	7,000.02	3,908.58	4,127.73	4,109.62	9.88
Available	3128H3ES6-2-1822	01-Apr-18	3128H3ES6	FEDERAL HOME LOAN MORTGAGE COR	180,009.95	10,256.65	10,910.06	10,887.30	37.04
Available	36202FTL0-3-1822	20-May-41	36202FTL0	GOVERNMENT NATIONAL MORTGAGE A	20,520.02	11,402.51	12,557.79	12,331.63	37.06
Available	3132GGCX1-2-1822	01-Aug-41	3132GGCX1	FEDERAL HOME LOAN MORTGAGE COR	254,999.98	130,939.77	140,984.74	136,689.20	378.27
Available	3620ASXL8-2-1823	15-Sep-41	3620ASXL8	GOVERNMENT NATIONAL MORTGAGE A	20,500.01	13,191.25	14,435.67	14,283.63	42.87
Available	3128PLJZ6-1-1805	01-Jul-23	3128PLJZ6	FEDERAL HOME LOAN MORTGAGE COR	107,000.01	16,323.80	17,675.98	17,595.78	64.84
Available	312934GN6-1-1823	01-Jul-39	312934GN6	FEDERAL HOME LOAN MORTGAGE COR	150,000.00	89,291.11	98,519.52	95,861.42	290.20
Available	3129406B0-1-1805	01-Jun-40	3129406B0	FEDERAL HOME LOAN MORTGAGE COR	242,000.01	114,673.12	124,630.82	124,548.08	455.51
Available	31403DD97-1-1822	01-Jan-36	31403DD97	FEDERAL NATIONAL MORTGAGE ASSO	30,000.02	4,709.06	5,134.74	5,138.00	18.71
Available	3128PLJZ6-2-1822	01-Jul-23	3128PLJZ6	FEDERAL HOME LOAN MORTGAGE COR	100,000.09	15,255.90	16,339.93	16,444.67	60.60
Available	3138EAA2-6-1822	01-Feb-27	3138EAA2	FEDERAL NATIONAL MORTGAGE ASSO	9,285.41	8,108.48	8,544.83	8,382.21	17.57
Available	3132GGCX1-2-1821	01-Aug-41	3132GGCX1	FEDERAL HOME LOAN MORTGAGE COR	225,000.00	115,535.10	124,398.34	120,608.13	333.77
Available	3128PLJZ6-1-1823	01-Jul-23	3128PLJZ6	FEDERAL HOME LOAN MORTGAGE COR	94,999.98	14,493.09	15,564.89	15,622.42	57.57
Available	312941ZR1-1-1823	01-Aug-40	312941ZR1	FEDERAL HOME LOAN MORTGAGE COR	125,000.01	85,502.10	94,463.13	90,987.66	277.88
Available	3128LXF47-3-1822	01-Dec-35	3128LXF47	FEDERAL HOME LOAN MORTGAGE COR	34,405.01	5,787.81	6,359.15	6,335.67	25.08
Available	31403DD97-1-1823	01-Jan-36	31403DD97	FEDERAL NATIONAL MORTGAGE ASSO	24,999.97	3,924.21	4,287.71	4,281.66	15.59
Available	3132GRH87-1-1822	01-Feb-42	3132GRH87	FEDERAL HOME LOAN MORTGAGE COR	85,000.00	74,313.69	79,730.11	75,338.25	187.85
Available	3138A52H4-2-1822	01-Feb-41	3138A52H4	FEDERAL NATIONAL MORTGAGE ASSO	19,999.99	11,725.77	12,549.99	12,286.88	33.87
Available	31407H3U8-4-1822	01-Jul-36	31407H3U8	FEDERAL NATIONAL MORTGAGE ASSO	28,300.24	3,863.77	4,359.11	4,313.09	18.14
Available	31412PEY3-1-1822	01-Apr-24	31412PEY3	FEDERAL NATIONAL MORTGAGE ASSO	30,000.00	6,067.65	6,467.16	6,448.82	17.53
Available	31416QX83-3-1822	01-Jun-39	31416QX83	FEDERAL NATIONAL MORTGAGE ASSO	28,479.03	15,791.38	17,519.72	16,999.47	51.32
Available	31419H6X5-1-1821	01-Nov-40	31419H6X5	FEDERAL NATIONAL MORTGAGE ASSO	142,845.00	91,996.85	99,615.06	98,298.27	298.99
Available	3128H3MY4-3-1822	01-Apr-18	3128H3MY4	FEDERAL HOME LOAN MORTGAGE COR	123,870.90	7,390.70	7,861.54	7,845.59	26.69
Available	3138AJPV8-1-1822	01-Oct-41	3138AJPV8	FEDERAL NATIONAL MORTGAGE ASSO	120,000.00	89,825.92	96,184.10	94,074.06	259.50
Available	3138WMKF7-1-1805	01-Mar-43	3138WMKF7	FEDERAL NATIONAL MORTGAGE ASSO	75,000.00	74,029.91	76,889.21	72,225.28	160.40
Available	3129406B0-1-1823	01-Jun-40	3129406B0	FEDERAL HOME LOAN MORTGAGE COR	165,000.01	78,186.22	84,809.75	84,919.15	310.57
Available	3128KQSP2-3-1822	01-May-37	3128KQSP2	FEDERAL HOME LOAN MORTGAGE COR	57,549.07	9,450.51	10,563.57	10,278.89	37.54
Available	3138A9N59-1-1823	01-Mar-41	3138A9N59	FEDERAL NATIONAL MORTGAGE ASSO	4,999.99	3,284.25	3,549.07	3,441.79	9.49
Available	31403U3H2-1-1822	01-Nov-19	31403U3H2	FEDERAL NATIONAL MORTGAGE ASSO	31,358.99	11,532.34	12,309.03	12,359.68	33.32
Available	36177WUA6-1-1822	15-Jun-42	36177WUA6	GOVERNMENT NATIONAL MORTGAGE A	90,000.00	78,753.07	85,688.12	81,050.22	199.07
Available	36177WUA6-1-1823	15-Jun-42	36177WUA6	GOVERNMENT NATIONAL MORTGAGE A	85,000.00	74,377.90	81,051.44	76,547.43	188.01
Available	3138LU4A0-1-1805	01-Aug-42	3138LU4A0	FEDERAL NATIONAL MORTGAGE ASSO	55,000.00	52,598.77	55,040.16	51,306.84	113.96
Available	3138A52H4-1-1823	01-Feb-41	3138A52H4	FEDERAL NATIONAL MORTGAGE ASSO	15,000.00	8,794.33	9,404.97	9,215.17	25.41
Available	312934GN6-3-1822	01-Jul-39	312934GN6	FEDERAL HOME LOAN MORTGAGE COR	82,944.97	49,374.99	54,454.09	53,008.15	160.47
Available	3132GRH87-2-1823	01-Feb-42	3132GRH87	FEDERAL HOME LOAN MORTGAGE COR	60,000.00	52,456.72	55,980.63	53,179.94	132.60

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Available	3138AL2L0-1-1805	01-Aug-26	3138AL2L0	FEDERAL NATIONAL MORTGAGE ASSO	45,000.00	22,854.95	24,352.69	24,287.36	66.03
Available	3138EAAP2-4-1822	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	5,161.31	4,507.11	4,739.24	4,659.27	9.77
Available	312941ZR1-3-1822	01-Aug-40	312941ZR1	FEDERAL HOME LOAN MORTGAGE COR	75,285.01	51,496.21	57,106.57	54,800.05	167.36
Available	3129406B0-2-1822	01-Jun-40	3129406B0	FEDERAL HOME LOAN MORTGAGE COR	126,124.98	59,765.06	64,494.30	64,911.67	237.40
Available	31412UL40-3-1822	01-Apr-24	31412UL40	FEDERAL NATIONAL MORTGAGE ASSO	34,386.04	12,342.60	13,558.41	13,322.21	40.11
Available	312934GN6-2-1822	01-Jul-39	312934GN6	FEDERAL HOME LOAN MORTGAGE COR	72,055.01	42,892.48	47,304.75	46,048.64	139.40
Available	3138LU4A0-2-1822	01-Aug-42	3138LU4A0	FEDERAL NATIONAL MORTGAGE ASSO	45,000.01	43,035.37	45,045.07	41,978.34	93.24
Available	3128H3ES6-3-1822	01-Apr-18	3128H3ES6	FEDERAL HOME LOAN MORTGAGE COR	79,990.01	4,557.69	4,848.04	4,837.93	16.46
Available	3138AJPV8-1-1821	01-Oct-41	3138AJPV8	FEDERAL NATIONAL MORTGAGE ASSO	82,500.00	61,755.32	66,072.97	64,675.91	178.40
Available	3138MCE83-3-1822	01-Oct-42	3138MCE83	FEDERAL NATIONAL MORTGAGE ASSO	44,999.99	44,063.65	46,315.65	42,986.69	95.47
Available	3138LU4A0-1-1823	01-Aug-42	3138LU4A0	FEDERAL NATIONAL MORTGAGE ASSO	40,000.00	38,253.65	39,954.25	37,314.06	82.88
Available	312941ZR1-2-1822	01-Aug-40	312941ZR1	FEDERAL HOME LOAN MORTGAGE COR	59,714.98	40,846.05	45,296.10	43,466.61	132.75
Available	3138E0AS8-1-1822	01-Dec-41	3138E0AS8	FEDERAL NATIONAL MORTGAGE ASSO	75,000.01	55,771.37	59,709.81	58,433.56	161.12
Available	3138E0AS8-1-1823	01-Dec-41	3138E0AS8	FEDERAL NATIONAL MORTGAGE ASSO	75,000.01	55,771.37	59,661.76	58,433.56	161.12
Available	3132GRH87-1-1805	01-Feb-42	3132GRH87	FEDERAL HOME LOAN MORTGAGE COR	45,000.00	39,342.54	42,017.83	39,884.96	99.45
Available	3138AS4B5-3-1822	01-Sep-41	3138AS4B5	FEDERAL NATIONAL MORTGAGE ASSO	14,235.01	11,861.62	12,698.83	12,423.72	34.27
Available	3138MCE83-2-1822	01-Oct-42	3138MCE83	FEDERAL NATIONAL MORTGAGE ASSO	40,000.00	39,167.70	40,936.96	38,210.40	84.86
Available	3138EAAP2-2-1822	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	3,785.68	3,305.84	3,483.74	3,417.44	7.16
Available	3128M8HQ0-2-1822	01-Feb-41	3128M8HQ0	FEDERAL HOME LOAN MORTGAGE COR	9,115.00	5,137.77	5,474.15	5,362.72	14.84
Available	31419H6X5-1-1805	01-Nov-40	31419H6X5	FEDERAL NATIONAL MORTGAGE ASSO	43,000.01	27,693.41	29,969.03	29,590.30	90.00
Available	31417YMJ3-3-1822	01-Mar-25	31417YMJ3	FEDERAL NATIONAL MORTGAGE ASSO	8,960.02	4,196.46	4,504.55	4,457.37	13.64
Available	36179ME48-1-1823	20-Jun-42	36179ME48	GOVERNMENT NATIONAL MORTGAGE A	4,212.00	3,125.67	3,394.68	3,313.39	9.03
Available	3129406B0-3-1822	01-Jun-40	3129406B0	FEDERAL HOME LOAN MORTGAGE COR	48,875.03	23,159.72	24,992.35	25,154.10	92.00
Available	31419H6X5-2-1822	01-Nov-40	31419H6X5	FEDERAL NATIONAL MORTGAGE ASSO	40,000.00	25,761.31	27,830.02	27,525.86	83.72
Available	31418AEG9-1-1822	01-Apr-27	31418AEG9	FEDERAL NATIONAL MORTGAGE ASSO	10,000.01	7,494.35	7,994.05	7,902.49	18.94
Available	36178DBW0-4-1822	15-Jul-42	36178DBW0	GOVERNMENT NATIONAL MORTGAGE A	27,314.59	24,928.40	27,079.38	25,640.83	63.01
Available	3132GRH87-1-1823	01-Feb-42	3132GRH87	FEDERAL HOME LOAN MORTGAGE COR	20,000.01	17,485.58	18,660.21	17,726.65	44.20
Available	36178DBW0-1-1822	15-Jul-42	36178DBW0	GOVERNMENT NATIONAL MORTGAGE A	26,808.30	24,466.34	26,468.24	25,165.56	61.85
Available	31419H6X5-1-1823	01-Nov-40	31419H6X5	FEDERAL NATIONAL MORTGAGE ASSO	34,999.99	22,541.14	24,307.30	24,085.12	73.26
Available	3138AJPV8-1-1805	01-Oct-41	3138AJPV8	FEDERAL NATIONAL MORTGAGE ASSO	24,999.99	18,713.73	20,086.46	19,598.76	54.06
Available	3138EAAP2-3-1822	01-Feb-27	3138EAAP2	FEDERAL NATIONAL MORTGAGE ASSO	1,375.61	1,201.25	1,265.90	1,241.80	2.60
Available	3138AL2L0-1-1823	01-Aug-26	3138AL2L0	FEDERAL NATIONAL MORTGAGE ASSO	10,000.00	5,078.88	5,428.58	5,397.19	14.67
Available	3138AJPV8-2-1822	01-Oct-41	3138AJPV8	FEDERAL NATIONAL MORTGAGE ASSO	17,500.00	13,099.61	14,024.64	13,719.13	37.84
Available	31418AEG9-1-1823	01-Apr-27	31418AEG9	FEDERAL NATIONAL MORTGAGE ASSO	5,000.00	3,747.17	3,991.17	3,951.24	9.47
Available	3132GGCX1-3-1822	01-Aug-41	3132GGCX1	FEDERAL HOME LOAN MORTGAGE COR	20,000.03	10,269.80	10,948.35	10,720.74	29.67
Available	3132GGCX1-1-1823	01-Aug-41	3132GGCX1	FEDERAL HOME LOAN MORTGAGE COR	15,000.00	7,702.34	8,214.96	8,040.54	22.25
Available	3138AJPV8-1-1823	01-Oct-41	3138AJPV8	FEDERAL NATIONAL MORTGAGE ASSO	10,000.00	7,485.49	8,007.65	7,839.50	21.62
Available	31417AVT3-1-1823	01-Jan-42	31417AVT3	FEDERAL NATIONAL MORTGAGE ASSO	1,750.00	1,481.59	1,587.05	1,507.28	3.75
Available	3138AWCR2-1-1823	01-Nov-41	3138AWCR2	FEDERAL NATIONAL MORTGAGE ASSO	1,999.98	1,258.83	1,346.65	1,318.84	3.64
Available	36178DBW0-2-1822	15-Jul-42	36178DBW0	GOVERNMENT NATIONAL MORTGAGE A	2,731.45	2,492.83	2,707.92	2,564.07	6.30
Available	3138AJPV8-3-1822	01-Oct-41	3138AJPV8	FEDERAL NATIONAL MORTGAGE ASSO	2,500.01	1,871.38	2,003.53	1,959.88	5.41
Available	00080QAB1-9-70	04-Jun-18	00080QAB1	ROYAL BANK OF SCOTLAND NV	2,000,000.00	2,000,000.00	1,916,438.20	2,037,660.00	29,191.67
Available	00080QAB1-7-70	04-Jun-18	00080QAB1	ROYAL BANK OF SCOTLAND NV	2,000,000.00	2,000,000.00	1,934,700.13	2,037,660.00	29,191.67
Available	0010EPAF5-2-588	15-Feb-33	0010EPAF5	AEP TEXAS CENTRAL CO	280,000.00	280,000.00	303,155.18	320,906.32	2,172.33
Available	0010EPAF5-1-588	15-Feb-33	0010EPAF5	AEP TEXAS CENTRAL CO	1,720,000.00	1,720,000.00	1,862,238.97	1,971,281.68	13,344.33
Available	00110AAD6-1-1801	01-Jan-18	00110AAD6	AEP TEXAS CENTRAL TRANSITION F	1,192,000.00	1,192,000.00	1,315,154.24	1,330,531.86	14,721.86
Available	00130HBN4-1-70	01-Jun-20	00130HBN4	AES CORPORATION (THE)	100,000.00	100,000.00	102,118.92	114,750.00	2,577.78
Available	00184AAC9-1-588	15-Apr-31	00184AAC9	TIME WARNER INC	250,000.00	250,000.00	271,824.91	311,830.50	8,578.13
Available	00184AAG0-2-588	01-May-32	00184AAG0	TIME WARNER INC	1,720,000.00	1,720,000.00	1,857,475.91	2,175,184.24	53,711.78
Available	00184AAG0-1-588	01-May-32	00184AAG0	TIME WARNER INC	280,000.00	280,000.00	302,379.80	354,099.76	8,743.78
Available	00184AAG0-1-70	01-May-32	00184AAG0	TIME WARNER INC	2,000,000.00	2,000,000.00	2,228,439.12	2,529,284.00	62,455.56

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Available	00185AAB0-1-588	12-Dec-42	00185AAB0	AON PLC	4,000,000.00	4,000,000.00	3,855,129.20	3,420,628.00	49,583.33
Available	00206RBA9-1-588	15-Aug-41	00206RBA9	AT&T INC	2,850,000.00	2,850,000.00	2,831,415.78	2,821,186.50	18,453.75
Available	00206RBH4-5-588	15-Dec-42	00206RBH4	AT&T INC	3,988,070.00	3,988,070.00	4,136,064.64	3,320,403.27	48,587.99
Available	00206RBH4-4-588	15-Dec-42	00206RBH4	AT&T INC	3,750,930.00	3,750,930.00	3,890,124.54	3,122,964.30	45,698.83
Available	00206RBH4-3-588	15-Dec-42	00206RBH4	AT&T INC	639,300.00	639,300.00	663,024.01	532,270.95	7,788.81
Available	00206RBH4-2-588	15-Dec-42	00206RBH4	AT&T INC	611,070.00	611,070.00	633,746.41	508,767.10	7,444.87
Available	00206RBH4-1-588	15-Dec-42	00206RBH4	AT&T INC	5,648,630.00	5,648,630.00	5,858,246.93	4,702,958.96	68,819.14
Available	002824AU4-4-148	01-Apr-19	002824AU4	ABBOTT LABORATORIES	1,536,000.00	1,536,000.00	1,561,769.43	1,759,736.83	38,485.33
Available	002824AU4-5-132	01-Apr-19	002824AU4	ABBOTT LABORATORIES	582,000.00	582,000.00	591,764.20	666,775.28	14,582.33
Available	002824AU4-5-148	01-Apr-19	002824AU4	ABBOTT LABORATORIES	4,000,000.00	4,000,000.00	4,066,521.79	4,582,648.00	100,222.22
Available	002824AV2-5-588	01-Apr-39	002824AV2	ABBOTT LABORATORIES	1,000,000.00	1,000,000.00	980,797.78	1,186,702.00	29,333.33
Available	002824AV2-6-588	01-Apr-39	002824AV2	ABBOTT LABORATORIES	7,000,000.00	7,000,000.00	6,985,419.30	8,306,914.00	205,333.33
Available	002824AV2-4-588	01-Apr-39	002824AV2	ABBOTT LABORATORIES	6,543,000.00	6,543,000.00	6,546,318.57	7,764,591.19	191,928.00
Available	002824AV2-2-588	01-Apr-39	002824AV2	ABBOTT LABORATORIES	677,000.00	677,000.00	677,343.37	803,397.25	19,858.67
Available	002824AV2-1-588	01-Apr-39	002824AV2	ABBOTT LABORATORIES	1,170,000.00	1,170,000.00	1,170,593.42	1,388,441.34	34,320.00
Available	00440EAJ6-3-132	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	1,500,000.00	1,500,000.00	1,502,535.97	1,694,689.50	9,975.00
Available	00440EAJ6-2-132	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	1,000,000.00	1,000,000.00	979,047.43	1,129,793.00	6,650.00
Available	00440EAJ6-1-132	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	2,000,000.00	2,000,000.00	2,003,381.30	2,259,586.00	13,300.00
Available	00440EAJ6-5-132	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	500,000.00	500,000.00	500,845.32	564,896.50	3,325.00
Available	00440EAJ6-4-132	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	500,000.00	500,000.00	486,554.74	564,896.50	3,325.00
Available	00440EAJ6-4-148	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	3,000,000.00	3,000,000.00	2,998,875.06	3,389,379.00	19,950.00
Available	00440EAJ6-4-21	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	9,800,000.00	9,800,000.00	9,634,488.49	11,071,971.40	65,170.00
Available	00440EAJ6-3-21	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	1,500,000.00	1,500,000.00	1,468,571.15	1,694,689.50	9,975.00
Available	00440EAJ6-2-21	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	4,605,000.00	4,605,000.00	4,508,513.42	5,202,696.76	30,623.25
Available	00440EAJ6-1-146	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	2,000,000.00	2,000,000.00	1,946,218.96	2,259,586.00	13,300.00
Available	00440EAJ6-1-21	15-Feb-17	00440EAJ6	ACE INA HOLDINGS INC	4,000,000.00	4,000,000.00	3,892,437.92	4,519,172.00	26,600.00
Available	00440FAA2-1-588	01-Apr-30	00440FAA2	ACE CAPITAL TRUST II	390,000.00	390,000.00	449,308.72	551,850.00	18,494.67
Available	00440FAA2-2-588	01-Apr-30	00440FAA2	ACE CAPITAL TRUST II	2,390,000.00	2,390,000.00	2,753,455.98	3,381,850.00	113,339.11
Available	00817YAF5-5-588	15-Jun-36	00817YAF5	AETNA INC	4,300,000.00	4,300,000.00	4,291,914.07	5,161,341.60	80,714.58
Available	00817YAF5-2-588	15-Jun-36	00817YAF5	AETNA INC	2,500,000.00	2,500,000.00	2,495,298.88	3,000,780.00	46,927.08
Available	00817YAF5-3-588	15-Jun-36	00817YAF5	AETNA INC	420,000.00	420,000.00	419,210.21	504,131.04	7,883.75
Available	00817YAF5-1-588	15-Jun-36	00817YAF5	AETNA INC	1,080,000.00	1,080,000.00	1,077,969.11	1,296,336.96	20,272.50
Available	008916AG3-2-588	23-May-36	008916AG3	AGRIUM INC	420,000.00	420,000.00	443,741.87	491,283.24	10,307.50
Available	008916AG3-1-588	23-May-36	008916AG3	AGRIUM INC	2,580,000.00	2,580,000.00	2,725,842.93	3,017,882.76	63,317.50
Available	008916AJ7-2-588	15-Jan-41	008916AJ7	AGRIUM INC	4,300,000.00	4,300,000.00	4,480,029.56	4,612,291.80	52,675.00
Available	008916AJ7-1-588	15-Jan-41	008916AJ7	AGRIUM INC	700,000.00	700,000.00	729,307.14	750,838.20	8,575.00
Available	010392EC8-4-70	15-Feb-33	010392EC8	ALABAMA POWER COMPANY	3,000,000.00	3,000,000.00	3,139,227.28	3,410,910.00	19,950.00
Available	010392EC8-1-70	15-Feb-33	010392EC8	ALABAMA POWER COMPANY	1,000,000.00	1,000,000.00	975,541.11	1,136,970.00	6,650.00
Available	012873AK1-1-588	01-Nov-31	012873AK1	ALBERTA ENERGY CO LTD	1,720,000.00	1,720,000.00	1,994,019.59	2,008,173.96	51,444.72
Available	012873AK1-2-588	01-Nov-31	012873AK1	ALBERTA ENERGY CO LTD	280,000.00	280,000.00	324,607.84	326,912.04	8,374.72
Available	013716AU9-7-588	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	3,000,000.00	3,000,000.00	2,906,815.85	3,396,285.00	52,062.50
Available	013716AU9-4-588	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	2,000,000.00	2,000,000.00	2,139,004.61	2,264,190.00	34,708.33
Available	013716AU9-3-588	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	1,500,000.00	1,500,000.00	1,604,253.46	1,698,142.50	26,031.25
Available	013716AU9-2-588	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	7,000,000.00	7,000,000.00	7,486,516.14	7,924,665.00	121,479.17
Available	013716AU9-1-588	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	2,000,000.00	2,000,000.00	1,937,877.23	2,264,190.00	34,708.33
Available	01741RAC6-2-588	01-Jun-19	01741RAC6	ALLEGHENY TECHNOLOGIES INCORPO	3,440,000.00	3,440,000.00	3,420,592.83	4,193,067.60	103,916.67
Available	01741RAC6-1-588	01-Jun-19	01741RAC6	ALLEGHENY TECHNOLOGIES INCORPO	560,000.00	560,000.00	556,840.69	682,592.40	16,916.67
Available	018490AM4-2-148	01-Apr-16	018490AM4	ALLERGAN INC/UNITED STATES	2,000,000.00	2,000,000.00	1,997,061.19	2,229,944.00	56,222.22
Available	018490AM4-1-132	01-Apr-16	018490AM4	ALLERGAN INC/UNITED STATES	2,000,000.00	2,000,000.00	2,014,676.15	2,229,944.00	56,222.22
Available	018490AM4-1-148	01-Apr-16	018490AM4	ALLERGAN INC/UNITED STATES	3,000,000.00	3,000,000.00	3,001,904.87	3,344,916.00	84,333.33
Available	020002AQ4-3-70	01-Jun-33	020002AQ4	ALLSTATE CORPORATION (THE)	2,000,000.00	2,000,000.00	2,024,938.43	2,159,698.00	34,477.78

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	020002AS0-7-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	210,000.00	210,000.00	209,462.24	233,386.65	4,467.75
Available	020002AS0-1-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	240,000.00	240,000.00	239,385.41	266,727.60	5,106.00
Available	020002AS0-6-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	350,000.00	350,000.00	349,103.73	388,977.75	7,446.25
Available	020002AS0-5-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	700,000.00	700,000.00	698,207.46	777,955.50	14,892.50
Available	020002AS0-4-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	3,250,000.00	3,250,000.00	3,236,011.42	3,611,936.25	69,143.75
Available	020002AS0-3-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	5,000,000.00	5,000,000.00	4,978,479.10	5,556,825.00	106,375.00
Available	020002AS0-2-588	09-May-35	020002AS0	ALLSTATE CORPORATION (THE)	2,500,000.00	2,500,000.00	2,504,836.15	2,778,412.50	53,187.50
Available	020002AT8-2-588	01-Apr-36	020002AT8	ALLSTATE CORPORATION (THE)	700,000.00	700,000.00	710,628.25	818,374.90	20,362.22
Available	020002AT8-1-588	01-Apr-36	020002AT8	ALLSTATE CORPORATION (THE)	4,300,000.00	4,300,000.00	4,365,287.84	5,027,160.10	125,082.22
Available	020002AV3-1-70	15-May-37	020002AV3	ALLSTATE CORPORATION (THE)	2,000,000.00	2,000,000.00	1,933,708.98	2,087,500.00	44,916.67
Available	02005EAC4-1-1805	15-Aug-16	02005EAC4	ALLY AUTO RECEIVABLES TRUST	48,000.00	48,000.00	48,181.81	48,125.86	13.60
Available	02005EAC4-1-1821	15-Aug-16	02005EAC4	ALLY AUTO RECEIVABLES TRUST	160,000.00	160,000.00	160,606.03	160,419.52	45.33
Available	02005EAC4-1-1822	15-Aug-16	02005EAC4	ALLY AUTO RECEIVABLES TRUST	320,000.00	320,000.00	321,212.06	320,839.04	90.67
Available	02005EAC4-1-1823	15-Aug-16	02005EAC4	ALLY AUTO RECEIVABLES TRUST	50,000.00	50,000.00	50,189.39	50,131.10	14.17
Available	02005EAC4-1-1801	15-Aug-16	02005EAC4	ALLY AUTO RECEIVABLES TRUST	2,600,000.00	2,600,000.00	2,609,436.60	2,606,817.20	736.67
Available	02006EAC3-2-1805	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	100,000.00	100,000.00	100,108.72	99,989.80	19.67
Available	02006EAC3-2-1822	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	55,000.00	55,000.00	54,979.47	54,994.39	10.82
Available	02006EAC3-1-1802	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	500,000.00	500,000.00	499,971.16	499,949.00	98.33
Available	02006EAC3-1-1805	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	75,000.00	75,000.00	75,081.07	74,992.35	14.75
Available	02006EAC3-1-1821	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	250,000.00	250,000.00	250,205.20	249,974.50	49.17
Available	02006EAC3-1-1822	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	375,000.00	375,000.00	374,978.38	374,961.75	73.75
Available	02006EAC3-1-1823	17-Jan-17	02006EAC3	ALLY AUTO RECEIVABLES TRUST	50,000.00	50,000.00	50,077.90	49,994.90	9.83
Available	021345AA1-11-588	30-Jun-35	021345AA1	ALTA WIND HOLDINGS LLC	2,205,925.01	1,918,964.87	1,918,964.87	2,031,970.79	32,462.49
Available	021345AA1-13-588	30-Jun-35	021345AA1	ALTA WIND HOLDINGS LLC	1,020,078.22	887,380.24	887,380.24	939,637.17	15,011.52
Available	021345AA1-12-588	30-Jun-35	021345AA1	ALTA WIND HOLDINGS LLC	1,119,999.76	974,303.38	974,303.38	1,031,679.13	16,481.97
Available	02209SAJ2-1-588	06-Aug-19	02209SAJ2	ALTRIA GROUP INC	840,000.00	840,000.00	897,075.41	1,110,516.12	11,007.50
Available	02209SAJ2-2-588	06-Aug-19	02209SAJ2	ALTRIA GROUP INC	5,160,000.00	5,160,000.00	5,510,606.07	6,821,741.88	67,617.50
Available	023551AM6-3-588	15-Mar-33	023551AM6	HESS CORPORATION	3,137,000.00	3,137,000.00	3,300,367.13	3,711,190.21	7,450.38
Available	023551AM6-2-588	15-Mar-33	023551AM6	HESS CORPORATION	863,000.00	863,000.00	907,942.89	1,020,961.79	2,049.63
Available	023551AM6-1-70	15-Mar-33	023551AM6	HESS CORPORATION	1,600,000.00	1,600,000.00	2,122,567.07	1,892,860.80	3,800.00
Available	02360FAC0-1-148	01-Feb-16	02360FAC0	UNION ELECTRIC CO	10,000,000.00	10,000,000.00	9,956,039.86	10,954,490.00	84,000.00
Available	02364WAJ4-1-70	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV	500,000.00	500,000.00	419,186.02	540,002.50	2,302.08
Available	02364WAJ4-2-70	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV	4,000,000.00	4,000,000.00	4,632,930.45	4,320,020.00	18,416.67
Available	025816AX7-1-588	28-Aug-17	025816AX7	AMERICAN EXPRESS COMPANY	740,000.00	740,000.00	739,064.45	862,575.08	3,666.08
Available	025816BF5-1-588	03-Dec-42	025816BF5	AMERICAN EXPRESS COMPANY	18,900,000.00	18,900,000.00	18,783,770.77	16,493,935.50	242,392.50
Available	02582JGD6-2-1821	15-Mar-18	02582JGD6	AMERICAN EXPRESS CREDIT ACCOUN	100,000.00	100,000.00	100,366.65	100,121.50	22.67
Available	02582JGD6-2-1822	15-Mar-18	02582JGD6	AMERICAN EXPRESS CREDIT ACCOUN	100,000.00	100,000.00	100,234.43	100,121.50	22.67
Available	02582JGD6-1-1805	15-Mar-18	02582JGD6	AMERICAN EXPRESS CREDIT ACCOUN	150,000.00	150,000.00	150,410.73	150,182.25	34.00
Available	02582JGD6-1-1821	15-Mar-18	02582JGD6	AMERICAN EXPRESS CREDIT ACCOUN	285,000.00	285,000.00	284,999.81	285,346.28	64.60
Available	026609AC1-1-148	01-Mar-23	026609AC1	WYETH LLC	4,000,000.00	4,000,000.00	4,425,311.07	5,130,340.00	20,944.44
Available	026874AZ0-10-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	280,000.00	280,000.00	296,830.65	321,570.20	7,097.22
Available	026874AZ0-8-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	700,000.00	700,000.00	738,883.42	803,925.50	17,743.06
Available	026874AZ0-6-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	1,000,000.00	1,000,000.00	995,376.41	1,148,465.00	25,347.22
Available	026874AZ0-5-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	350,000.00	350,000.00	348,418.33	401,962.75	8,871.53
Available	026874AZ0-11-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	330,000.00	330,000.00	349,836.12	378,993.45	8,364.58
Available	026874AZ0-12-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	1,000,000.00	1,000,000.00	1,288,404.72	1,148,465.00	25,347.22
Available	026874AZ0-3-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	9,286,000.00	9,286,000.00	9,801,816.38	10,664,645.99	235,374.31
Available	026874AZ0-13-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	2,150,000.00	2,150,000.00	2,140,283.99	2,469,199.75	54,496.53
Available	026874AZ0-9-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	1,390,000.00	1,390,000.00	1,473,552.14	1,596,366.35	35,232.64
Available	026874AZ0-7-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	14,000.00	14,000.00	14,777.67	16,078.51	354.86
Available	026874AZ0-4-588	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	5,000,000.00	5,000,000.00	5,300,547.25	5,742,325.00	126,736.11

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	026874AZ0-3-70	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	2,000,000.00	2,000,000.00	1,990,752.80	2,296,930.00	50,694.44
Available	02765UCR3-4-588	15-Feb-43	02765UCR3	AMERICAN MUNICIPAL POWER-OHIO	1,720,000.00	1,720,000.00	1,744,537.65	1,790,072.80	12,146.35
Available	02765UCR3-3-588	15-Feb-43	02765UCR3	AMERICAN MUNICIPAL POWER-OHIO	280,000.00	280,000.00	283,994.50	291,407.20	1,977.31
Available	02765UCR3-2-588	15-Feb-43	02765UCR3	AMERICAN MUNICIPAL POWER-OHIO	380,000.00	380,000.00	385,421.11	395,481.20	2,683.50
Available	02765UCR3-1-588	15-Feb-43	02765UCR3	AMERICAN MUNICIPAL POWER-OHIO	2,370,000.00	2,370,000.00	2,403,810.60	2,466,553.80	16,736.55
Available	029912BC5-1-588	01-Sep-20	029912BC5	AMERICAN TOWER CORPORATION	2,000,000.00	2,000,000.00	1,998,183.48	2,071,592.00	7,294.44
Available	03040WAD7-3-588	15-Oct-37	03040WAD7	AMERICAN WATER CAPITAL CORP	2,000,000.00	2,000,000.00	1,841,156.88	2,438,984.00	59,337.00
Available	03040WAD7-2-588	15-Oct-37	03040WAD7	AMERICAN WATER CAPITAL CORP	250,000.00	250,000.00	239,621.21	304,873.00	7,417.13
Available	03040WAD7-1-588	15-Oct-37	03040WAD7	AMERICAN WATER CAPITAL CORP	1,565,000.00	1,565,000.00	1,500,028.79	1,908,504.98	46,431.20
Available	031162BA7-5-588	01-Feb-39	031162BA7	AMGEN INC	4,730,000.00	4,730,000.00	4,925,784.26	5,306,549.16	47,089.78
Available	032511AY3-2-70	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	1,000,000.00	1,000,000.00	1,178,851.07	1,155,783.00	2,150.00
Available	032511AY3-1-70	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	1,000,000.00	1,000,000.00	1,171,940.27	1,155,783.00	2,150.00
Available	035229CM3-1-588	01-May-42	035229CM3	ANHEUSER-BUSCH COMPANIES LLC	1,000,000.00	1,000,000.00	1,121,480.04	1,255,190.00	26,361.11
Available	035229DC4-1-588	01-Sep-37	035229DC4	ANHEUSER-BUSCH COMPANIES LLC	5,355,000.00	5,355,000.00	5,815,179.47	6,584,449.10	24,945.38
Available	035229DC4-2-588	01-Sep-37	035229DC4	ANHEUSER-BUSCH COMPANIES LLC	870,000.00	870,000.00	944,763.05	1,069,742.43	4,052.75
Available	03523TBP2-1-70	15-Jul-22	03523TBP2	ANHEUSER-BUSCH INBEV WORLDWIDE	5,000,000.00	5,000,000.00	5,021,560.90	4,630,650.00	25,000.00
Available	03523TBP2-1-588	15-Jul-22	03523TBP2	ANHEUSER-BUSCH INBEV WORLDWIDE	3,000,000.00	3,000,000.00	2,914,616.54	2,778,390.00	15,000.00
Available	037411AR6-2-588	15-Jan-37	037411AR6	APACHE CORPORATION	420,000.00	420,000.00	450,061.92	464,318.40	5,040.00
Available	037411AR6-1-588	15-Jan-37	037411AR6	APACHE CORPORATION	2,580,000.00	2,580,000.00	2,764,666.10	2,852,241.60	30,960.00
Available	037411AZ8-1-70	15-Apr-22	037411AZ8	APACHE CORPORATION	5,000,000.00	5,000,000.00	5,308,888.96	4,892,975.00	73,125.00
Available	037411BA2-1-588	15-Apr-43	037411BA2	APACHE CORPORATION	3,000,000.00	3,000,000.00	2,991,880.20	2,857,386.00	64,125.00
Available	037735CP0-1-146	15-Jan-20	037735CP0	APPALACHIAN POWER CO	5,000,000.00	5,000,000.00	4,983,239.86	6,264,275.00	79,500.00
Available	037735CP0-2-146	15-Jan-20	037735CP0	APPALACHIAN POWER CO	4,000,000.00	4,000,000.00	3,986,591.89	5,011,420.00	63,600.00
Available	037735CP0-2-148	15-Jan-20	037735CP0	APPALACHIAN POWER CO	5,750,000.00	5,750,000.00	6,093,053.37	7,203,916.25	91,425.00
Available	037735CP0-1-1611	15-Jan-20	037735CP0	APPALACHIAN POWER CO	200,000.00	200,000.00	199,329.59	250,571.00	3,180.00
Available	037735CP0-1-1613	15-Jan-20	037735CP0	APPALACHIAN POWER CO	350,000.00	350,000.00	348,826.79	438,499.25	5,565.00
Available	037735CP0-1-1619	15-Jan-20	037735CP0	APPALACHIAN POWER CO	250,000.00	250,000.00	249,161.99	313,213.75	3,975.00
Available	039483AU6-1-146	15-Sep-35	039483AU6	ARCHER-DANIELS-MIDLAND COMPANY	2,500,000.00	2,500,000.00	2,443,553.70	2,651,005.00	4,479.17
Available	039483AU6-1-148	15-Sep-35	039483AU6	ARCHER-DANIELS-MIDLAND COMPANY	7,100,000.00	7,100,000.00	6,734,483.71	7,528,854.20	12,720.83
Available	039483BC5-4-588	01-Mar-41	039483BC5	ARCHER-DANIELS-MIDLAND COMPANY	1,390,000.00	1,390,000.00	1,505,942.18	1,558,513.87	5,787.42
Available	039483BC5-5-588	01-Mar-41	039483BC5	ARCHER-DANIELS-MIDLAND COMPANY	709,000.00	709,000.00	768,138.85	794,954.20	2,952.00
Available	039483BC5-3-588	01-Mar-41	039483BC5	ARCHER-DANIELS-MIDLAND COMPANY	709,000.00	709,000.00	714,044.56	794,954.20	2,952.00
Available	039483BC5-2-588	01-Mar-41	039483BC5	ARCHER-DANIELS-MIDLAND COMPANY	1,390,000.00	1,390,000.00	1,399,889.91	1,558,513.87	5,787.42
Available	039483BC5-1-588	01-Mar-41	039483BC5	ARCHER-DANIELS-MIDLAND COMPANY	7,901,000.00	7,901,000.00	8,560,035.34	8,858,861.93	32,896.69
Available	039483BC5-6-588	01-Mar-41	039483BC5	ARCHER-DANIELS-MIDLAND COMPANY	7,901,000.00	7,901,000.00	7,957,215.94	8,858,861.93	32,896.69
Available	040555CH5-1-588	01-Sep-35	040555CH5	ARIZONA PUBLIC SERVICE CO	650,000.00	650,000.00	645,142.37	700,030.50	2,581.94
Available	04363UAB2-1-588	23-Sep-20	04363UAB2	ASCIANO FINANCE LTD	2,000,000.00	2,000,000.00	1,996,558.49	1,997,904.00	1,027.78
Available	04363UAD8-3-588	07-Apr-23	04363UAD8	ASCIANO FINANCE LTD	709,000.00	709,000.00	705,886.50	751,553.47	20,088.33
Available	04363UAD8-2-588	07-Apr-23	04363UAD8	ASCIANO FINANCE LTD	1,390,000.00	1,390,000.00	1,383,895.96	1,473,426.41	39,383.33
Available	046353AD0-1-588	15-Sep-37	046353AD0	ASTRAZENECA PLC	220,000.00	220,000.00	219,141.81	268,767.40	473.00
Available	046353AD0-2-70	15-Sep-37	046353AD0	ASTRAZENECA PLC	1,500,000.00	1,500,000.00	1,505,044.85	1,832,505.00	3,225.00
Available	046353AD0-3-70	15-Sep-37	046353AD0	ASTRAZENECA PLC	500,000.00	500,000.00	672,814.87	610,835.00	1,075.00
Available	046353AD0-3-588	15-Sep-37	046353AD0	ASTRAZENECA PLC	1,330,000.00	1,330,000.00	1,324,811.83	1,624,821.10	2,859.50
Available	046353AD0-2-588	15-Sep-37	046353AD0	ASTRAZENECA PLC	1,000,000.00	1,000,000.00	1,345,629.74	1,221,670.00	2,150.00
Available	049560AK1-3-588	15-Jun-41	049560AK1	ATMOS ENERGY CORPORATION	709,000.00	709,000.00	706,732.65	776,282.68	11,048.58
Available	049560AK1-2-588	15-Jun-41	049560AK1	ATMOS ENERGY CORPORATION	1,390,000.00	1,390,000.00	1,385,554.85	1,521,908.22	21,660.83
Available	049560AK1-1-588	15-Jun-41	049560AK1	ATMOS ENERGY CORPORATION	7,901,000.00	7,901,000.00	7,875,733.00	8,650,789.10	123,123.92
Available	05463HAA9-2-588	01-Jun-20	05463HAA9	AXIS SPECIALTY FINANCE LLC	4,300,000.00	4,300,000.00	4,287,625.98	4,758,827.20	81,401.39
Available	05463HAA9-1-588	01-Jun-20	05463HAA9	AXIS SPECIALTY FINANCE LLC	700,000.00	700,000.00	697,985.62	774,692.80	13,251.39
Available	05541VAF3-2-588	15-Oct-41	05541VAF3	BG ENERGY CAPITAL PLC	280,000.00	280,000.00	275,325.96	283,052.56	6,457.50
Available	05541VAF3-1-588	15-Oct-41	05541VAF3	BG ENERGY CAPITAL PLC	1,720,000.00	1,720,000.00	1,691,288.06	1,738,751.44	39,667.50

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	05541VAF3-1-70	15-Oct-41	05541VAF3	BG ENERGY CAPITAL PLC	3,000,000.00	3,000,000.00	2,949,921.03	3,032,706.00	69,187.50
Available	057224AK3-1-588	15-Jan-29	057224AK3	BAKER HUGHES INCORPORATED	5,000,000.00	5,000,000.00	5,579,219.42	6,384,575.00	68,750.00
Available	057224AZ0-2-588	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	2,685,000.00	2,685,000.00	2,584,749.70	2,870,423.42	4,586.88
Available	057224AZ0-1-70	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	2,000,000.00	2,000,000.00	1,925,325.66	2,138,118.00	3,416.67
Available	057224AZ0-1-588	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	315,000.00	315,000.00	303,238.79	336,753.59	538.13
Available	057224AZ0-3-70	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	425,000.00	425,000.00	406,228.10	454,350.08	726.04
Available	057224AZ0-2-70	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	2,575,000.00	2,575,000.00	2,461,264.39	2,752,826.93	4,398.96
Available	057224AZ0-3-588	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	2,000,000.00	2,000,000.00	1,911,661.66	2,138,118.00	3,416.67
Available	059165EC0-2-21	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	2,052,000.00	2,052,000.00	2,158,114.38	2,437,012.66	63,703.20
Available	059165EC0-1-164	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	1,511,000.00	1,511,000.00	1,625,075.23	1,794,505.91	46,908.16
Available	059165EC0-4-588	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	2,580,000.00	2,580,000.00	1,928,622.72	3,064,080.24	80,094.67
Available	059165EC0-1-588	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	2,195,000.00	2,195,000.00	2,336,562.38	2,606,843.46	68,142.56
Available	059165EC0-4-148	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	2,700,000.00	2,700,000.00	2,903,840.59	3,206,595.60	83,820.00
Available	059165EC0-3-588	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	350,000.00	350,000.00	372,572.59	415,669.80	10,865.56
Available	059165EC0-2-148	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	100,000.00	100,000.00	109,292.26	118,762.80	3,104.44
Available	059165EC0-2-588	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	420,000.00	420,000.00	313,961.84	498,803.76	13,038.67
Available	059165EC0-1-39	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	25,000.00	25,000.00	26,887.41	29,690.70	776.11
Available	059165EC0-1-545	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	55,000.00	55,000.00	59,152.31	65,319.54	1,707.44
Available	059165EC0-1-21	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	4,000,000.00	4,000,000.00	2,990,112.75	4,750,512.00	124,177.78
Available	05947U4D7-1-588	10-Sep-47	05947U4D7	BANC OF AMERICA COMMERCIAL MOR	3,000,000.00	3,000,000.00	2,878,553.57	3,214,428.00	11,608.83
Available	05947U4E5-1-148	10-Sep-47	05947U4E5	BANC OF AMERICA COMMERCIAL MOR	3,265,000.00	3,265,000.00	3,196,554.97	3,479,667.22	12,634.27
Available	05947U4E5-1-1801	10-Sep-47	05947U4E5	BANC OF AMERICA COMMERCIAL MOR	5,000,000.00	5,000,000.00	4,939,848.65	5,328,740.00	19,348.04
Available	05947U4F2-2-1822	10-Sep-47	05947U4F2	BANC OF AMERICA COMMERCIAL MOR	15,000.00	15,000.00	15,829.64	16,003.32	58.04
Available	05947U4F2-2-148	10-Sep-47	05947U4F2	BANC OF AMERICA COMMERCIAL MOR	6,000,000.00	6,000,000.00	6,314,033.66	6,401,328.00	23,217.65
Available	05947U4F2-1-1805	10-Sep-47	05947U4F2	BANC OF AMERICA COMMERCIAL MOR	20,000.00	20,000.00	21,046.78	21,337.76	77.39
Available	05947U4F2-1-1821	10-Sep-47	05947U4F2	BANC OF AMERICA COMMERCIAL MOR	80,000.00	80,000.00	84,187.12	85,351.04	309.57
Available	05947U4F2-1-1822	10-Sep-47	05947U4F2	BANC OF AMERICA COMMERCIAL MOR	100,000.00	100,000.00	105,233.89	106,688.80	386.96
Available	05947U4F2-1-1823	10-Sep-47	05947U4F2	BANC OF AMERICA COMMERCIAL MOR	15,000.00	15,000.00	16,194.57	16,003.32	58.04
Available	05947U7M4-2-148	10-Sep-45	05947U7M4	BANC OF AMERICA COMMERCIAL MOR	10,690,000.00	10,690,000.00	10,829,415.13	11,456,579.90	41,853.13
Available	05947U7M4-1-148	10-Sep-45	05947U7M4	BANC OF AMERICA COMMERCIAL MOR	15,000,000.00	15,000,000.00	14,911,907.20	16,075,650.00	58,727.50
Available	05947UMC9-1-21	11-Mar-41	05947UMC9	BANC OF AMERICA COMMERCIAL MOR	500,000.00	500,000.00	499,267.38	509,025.50	1,971.56
Available	05950EAG3-1-39	10-May-45	05950EAG3	BANC OF AMERICA COMMERCIAL MOR	25,000,000.00	25,000,000.00	24,899,987.09	27,593,750.00	107,590.35
Available	05950WAF5-2-588	10-Jul-46	05950WAF5	BANC OF AMERICA COMMERCIAL MOR	1,920,000.00	1,920,000.00	2,026,047.03	2,106,368.64	7,812.48
Available	05950WAF5-1-588	10-Jul-46	05950WAF5	BANC OF AMERICA COMMERCIAL MOR	4,080,000.00	4,080,000.00	4,305,349.95	4,476,033.36	16,601.52
Available	067383AA7-2-588	01-Dec-26	067383AA7	CR BARD INC	942,000.00	942,000.00	920,723.75	1,153,251.98	20,336.73
Available	067383AA7-4-588	01-Dec-26	067383AA7	CR BARD INC	920,000.00	920,000.00	899,220.64	1,126,318.28	19,861.78
Available	067383AA7-3-588	01-Dec-26	067383AA7	CR BARD INC	588,000.00	588,000.00	574,719.28	719,864.29	12,694.27
Available	067383AA7-1-588	01-Dec-26	067383AA7	CR BARD INC	150,000.00	150,000.00	146,612.06	183,638.85	3,238.33
Available	06849RAC6-1-588	15-Sep-38	06849RAC6	BARRICK NORTH AMERICA FINANCE	3,000,000.00	3,000,000.00	3,605,052.85	2,946,204.00	7,500.00
Available	06849UAD7-2-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	4,000,000.00	4,000,000.00	4,071,834.06	3,456,560.00	107,100.00
Available	06849UAD7-5-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	992,000.00	992,000.00	964,605.27	857,226.88	26,560.80
Available	06849UAD7-3-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	1,390,000.00	1,390,000.00	1,351,614.24	1,201,154.60	37,217.25
Available	06849UAD7-7-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	3,440,000.00	3,440,000.00	3,501,777.29	2,972,641.60	92,106.00
Available	06849UAD7-6-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	560,000.00	560,000.00	570,056.77	483,918.40	14,994.00
Available	06849UAD7-4-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	560,000.00	560,000.00	544,535.23	483,918.40	14,994.00
Available	06849UAD7-1-588	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	7,058,000.00	7,058,000.00	6,863,088.72	6,099,100.12	188,977.95
Available	071813AM1-2-588	15-Feb-28	071813AM1	BAXTER INTERNATIONAL INC	280,000.00	280,000.00	297,820.95	351,215.20	2,164.17
Available	071813AM1-1-588	15-Feb-28	071813AM1	BAXTER INTERNATIONAL INC	1,720,000.00	1,720,000.00	1,829,471.57	2,157,464.80	13,294.17
Available	071813BG3-1-588	15-Jun-43	071813BG3	BAXTER INTERNATIONAL INC	1,000,000.00	1,000,000.00	1,013,483.38	981,961.00	13,250.00
Available	072024NV0-2-588	01-Apr-50	072024NV0	BAY AREA TOLL AUTH CALIF TOLL	2,580,000.00	2,580,000.00	2,580,000.00	3,154,230.60	88,835.71
Available	072024NV0-1-588	01-Apr-50	072024NV0	BAY AREA TOLL AUTH CALIF TOLL	420,000.00	420,000.00	420,000.00	513,479.40	14,461.63

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	072024NV0-1-70	01-Apr-50	072024NV0	BAY AREA TOLL AUTH CALIF TOLL	3,000,000.00	3,000,000.00	3,000,000.00	3,667,710.00	103,297.33
Available	07383F7Y8-4-148	11-Jun-41	07383F7Y8	BEAR STEARNS COMMERCIAL MORTGA	525,000.00	525,000.00	506,095.75	544,699.05	1,801.04
Available	07383F7Y8-3-148	11-Jun-41	07383F7Y8	BEAR STEARNS COMMERCIAL MORTGA	2,000,000.00	2,000,000.00	1,908,010.99	2,075,044.00	6,861.11
Available	07383F7Y8-2-148	11-Jun-41	07383F7Y8	BEAR STEARNS COMMERCIAL MORTGA	11,500,000.00	11,500,000.00	11,146,617.56	11,931,503.00	39,451.39
Available	07383F7Y8-1-146	11-Jun-41	07383F7Y8	BEAR STEARNS COMMERCIAL MORTGA	5,000,000.00	5,000,000.00	4,744,173.21	5,187,610.00	17,152.78
Available	07383F7Y8-1-148	11-Jun-41	07383F7Y8	BEAR STEARNS COMMERCIAL MORTGA	7,475,000.00	7,475,000.00	7,131,712.60	7,755,476.95	25,643.40
Available	07383FY36-1-588	11-Nov-41	07383FY36	BEAR STEARNS COMMERCIAL MORTGA	250,000.00	250,000.00	250,423.10	269,315.25	953.15
Available	07387BFV0-2-148	12-Apr-38	07387BFV0	BEAR STEARNS COMMERCIAL MORTGA	7,000,000.00	7,000,000.00	7,556,105.44	7,569,037.00	29,140.98
Available	07387BFV0-1-132	12-Apr-38	07387BFV0	BEAR STEARNS COMMERCIAL MORTGA	1,835,000.00	1,835,000.00	1,988,209.70	1,984,168.99	7,639.10
Available	07387BFV0-2-1822	12-Apr-38	07387BFV0	BEAR STEARNS COMMERCIAL MORTGA	65,000.00	65,000.00	70,183.19	70,283.92	270.59
Available	07387BFV0-1-1805	12-Apr-38	07387BFV0	BEAR STEARNS COMMERCIAL MORTGA	25,000.00	25,000.00	27,087.33	27,032.28	104.07
Available	07387BFV0-1-1821	12-Apr-38	07387BFV0	BEAR STEARNS COMMERCIAL MORTGA	25,000.00	25,000.00	27,087.33	27,032.28	104.07
Available	07387BFV0-1-1822	12-Apr-38	07387BFV0	BEAR STEARNS COMMERCIAL MORTGA	50,000.00	50,000.00	54,174.66	54,064.55	208.15
Available	07387MAG4-2-148	11-Mar-39	07387MAG4	BEAR STEARNS COMMERCIAL MORTGA	900,000.00	900,000.00	969,780.71	965,271.60	3,646.50
Available	07387MAG4-2-1822	11-Mar-39	07387MAG4	BEAR STEARNS COMMERCIAL MORTGA	24,000.00	24,000.00	25,858.77	25,740.58	97.24
Available	07387MAG4-3-1822	11-Mar-39	07387MAG4	BEAR STEARNS COMMERCIAL MORTGA	6,000.00	6,000.00	6,464.69	6,435.14	24.31
Available	07387MAG4-1-1823	11-Mar-39	07387MAG4	BEAR STEARNS COMMERCIAL MORTGA	35,000.00	35,000.00	38,253.55	37,538.34	141.81
Available	07388VAE8-11-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA	500,000.00	500,000.00	550,992.33	557,977.50	1,975.64
Available	07388VAG3-9-148	12-Jan-45	07388VAG3	BEAR STEARNS COMMERCIAL MORTGA	6,000,000.00	6,000,000.00	6,083,378.29	6,434,718.00	23,889.67
Available	07388VAG3-3-132	12-Jan-45	07388VAG3	BEAR STEARNS COMMERCIAL MORTGA	2,000,000.00	2,000,000.00	1,970,761.98	2,144,906.00	7,963.22
Available	07388VAG3-10-148	12-Jan-45	07388VAG3	BEAR STEARNS COMMERCIAL MORTGA	6,500,000.00	6,500,000.00	6,590,326.48	6,970,944.50	25,880.47
Available	07388VAG3-6-148	12-Jan-45	07388VAG3	BEAR STEARNS COMMERCIAL MORTGA	6,500,000.00	6,500,000.00	6,404,976.45	6,970,944.50	25,880.47
Available	07388VAG3-5-148	12-Jan-45	07388VAG3	BEAR STEARNS COMMERCIAL MORTGA	6,000,000.00	6,000,000.00	6,007,465.38	6,434,718.00	23,889.67
Available	07388VAG3-2-132	12-Jan-45	07388VAG3	BEAR STEARNS COMMERCIAL MORTGA	5,000,000.00	5,000,000.00	4,367,456.03	5,362,265.00	19,908.06
Available	073945AG2-1-21	11-Sep-42	073945AG2	BEAR STEARNS COMMERCIAL MORTGA	8,000,000.00	8,000,000.00	7,992,530.78	8,852,008.00	33,713.33
Available	075887AQ2-2-588	01-Aug-28	075887AQ2	BECTON DICKINSON AND COMPANY	280,000.00	280,000.00	319,850.13	338,216.20	2,918.22
Available	075887AQ2-1-588	01-Aug-28	075887AQ2	BECTON DICKINSON AND COMPANY	1,720,000.00	1,720,000.00	1,964,793.68	2,077,613.80	17,926.22
Available	075887AV1-5-588	15-May-39	075887AV1	BECTON DICKINSON AND COMPANY	956,000.00	956,000.00	946,780.69	1,112,840.40	21,032.00
Available	075887AV1-3-588	15-May-39	075887AV1	BECTON DICKINSON AND COMPANY	1,390,000.00	1,390,000.00	1,376,595.36	1,618,042.01	30,580.00
Available	075887AV1-1-588	15-May-39	075887AV1	BECTON DICKINSON AND COMPANY	7,164,000.00	7,164,000.00	7,094,913.06	8,339,318.68	157,608.00
Available	075887AV1-4-588	15-May-39	075887AV1	BECTON DICKINSON AND COMPANY	490,000.00	490,000.00	485,274.62	570,388.91	10,780.00
Available	075887AV1-2-588	15-May-39	075887AV1	BECTON DICKINSON AND COMPANY	3,500,000.00	3,500,000.00	3,541,499.42	4,074,206.50	77,000.00
Available	097023AS4-1-588	15-Feb-38	097023AS4	BOEING CO	2,000,000.00	2,000,000.00	2,318,100.51	2,547,534.00	15,458.33
Available	097023AS4-1-148	15-Feb-38	097023AS4	BOEING CO	1,000,000.00	1,000,000.00	1,159,050.25	1,273,767.00	7,729.17
Available	097023AS4-1-21	15-Feb-38	097023AS4	BOEING CO	2,000,000.00	2,000,000.00	2,318,100.51	2,547,534.00	15,458.33
Available	097023AU9-2-588	15-Feb-33	097023AU9	BOEING CO	150,000.00	150,000.00	162,977.48	179,076.15	1,071.88
Available	097023AU9-1-588	15-Feb-33	097023AU9	BOEING CO	270,000.00	270,000.00	293,359.46	322,337.07	1,929.38
Available	097023AU9-4-588	15-Feb-33	097023AU9	BOEING CO	1,950,000.00	1,950,000.00	2,118,707.23	2,327,989.95	13,934.38
Available	097023AU9-3-588	15-Feb-33	097023AU9	BOEING CO	630,000.00	630,000.00	684,505.41	752,119.83	4,501.88
Available	097023AX3-2-588	15-Mar-39	097023AX3	BOEING CO	5,525,000.00	5,525,000.00	5,915,629.85	7,427,583.48	12,661.46
Available	097023AX3-1-588	15-Mar-39	097023AX3	BOEING CO	8,000,000.00	8,000,000.00	7,841,624.09	10,754,872.00	18,333.33
Available	10138MAG0-3-132	01-Apr-16	10138MAG0	BOTTLING GROUP LLC	4,500,000.00	4,500,000.00	4,461,080.65	5,009,805.00	121,000.00
Available	10138MAG0-2-132	01-Apr-16	10138MAG0	BOTTLING GROUP LLC	500,000.00	500,000.00	495,675.63	556,645.00	13,444.44
Available	10138MAG0-2-148	01-Apr-16	10138MAG0	BOTTLING GROUP LLC	850,000.00	850,000.00	842,648.57	946,296.50	22,855.56
Available	10138MAG0-1-132	01-Apr-16	10138MAG0	BOTTLING GROUP LLC	100,000.00	100,000.00	99,210.71	111,329.00	2,688.89
Available	10138MAG0-1-148	01-Apr-16	10138MAG0	BOTTLING GROUP LLC	650,000.00	650,000.00	644,378.32	723,638.50	17,477.78
Available	10138MAK1-1-148	15-Jan-19	10138MAK1	BOTTLING GROUP LLC	5,000,000.00	5,000,000.00	4,981,731.96	5,685,805.00	51,250.00
Available	110122AP3-2-588	15-Nov-36	110122AP3	BRISTOL-MYERS SQUIBB CO	1,180,000.00	1,180,000.00	1,204,125.40	1,370,173.52	25,419.17
Available	110122AP3-1-588	15-Nov-36	110122AP3	BRISTOL-MYERS SQUIBB CO	7,320,000.00	7,320,000.00	7,469,659.29	8,499,720.48	157,685.00
Available	11041RAL2-1-588	01-Jul-27	11041RAL2	BAE SYSTEMS FINANCE INC	280,000.00	280,000.00	313,412.98	343,527.52	5,016.67
Available	11041RAL2-2-588	01-Jul-27	11041RAL2	BAE SYSTEMS FINANCE INC	1,720,000.00	1,720,000.00	1,925,251.14	2,110,240.48	30,816.67

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	111021AE1-2-588	15-Dec-30	111021AE1	BRITISH TELECOMMUNICATIONS PLC	496,000.00	496,000.00	669,782.44	738,198.29	13,526.33
Available	111021AE1-1-588	15-Dec-30	111021AE1	BRITISH TELECOMMUNICATIONS PLC	970,000.00	970,000.00	1,309,856.79	1,443,653.91	26,452.71
Available	111021AE1-1-70	15-Dec-30	111021AE1	BRITISH TELECOMMUNICATIONS PLC	1,000,000.00	1,000,000.00	1,302,206.56	1,488,303.00	27,270.83
Available	111021AE1-3-588	15-Dec-30	111021AE1	BRITISH TELECOMMUNICATIONS PLC	5,534,000.00	5,534,000.00	7,472,935.54	8,236,268.80	150,916.79
Available	12189LAE1-2-588	01-Jun-41	12189LAE1	BURLINGTON NORTHERN SANTA FE L	1,250,000.00	1,250,000.00	1,246,158.16	1,301,060.00	21,750.00
Available	12189LAE1-1-588	01-Jun-41	12189LAE1	BURLINGTON NORTHERN SANTA FE L	2,750,000.00	2,750,000.00	2,741,547.96	2,862,332.00	47,850.00
Available	12189LAK7-1-588	01-Sep-42	12189LAK7	BURLINGTON NORTHERN SANTA FE L	1,320,000.00	1,320,000.00	1,348,362.18	1,199,812.68	4,170.83
Available	12189TAA2-1-588	15-Dec-25	12189TAA2	BURLINGTON NORTHERN SANTA FE L	1,150,000.00	1,150,000.00	1,282,723.92	1,428,392.00	22,808.33
Available	12189TAA2-2-588	15-Dec-25	12189TAA2	BURLINGTON NORTHERN SANTA FE L	1,100,000.00	1,100,000.00	1,219,255.73	1,366,288.00	21,816.67
Available	12189TAZ7-1-21	01-May-37	12189TAZ7	BURLINGTON NORTHERN SANTA FE L	6,500,000.00	6,500,000.00	6,556,999.05	7,408,693.50	162,120.83
Available	12189TAZ7-2-588	01-May-37	12189TAZ7	BURLINGTON NORTHERN SANTA FE L	700,000.00	700,000.00	699,428.83	797,859.30	17,459.17
Available	12189TAZ7-1-588	01-May-37	12189TAZ7	BURLINGTON NORTHERN SANTA FE L	4,300,000.00	4,300,000.00	4,296,491.38	4,901,135.70	107,249.17
Available	12513EAK0-2-1801	15-Jul-44	12513EAK0	CITIGROUP/DEUTSCHE BANK COMMER	5,500,000.00	5,500,000.00	5,870,723.24	5,774,538.00	21,421.85
Available	125509BH1-2-70	15-Nov-36	125509BH1	CIGNA CORPORATION	5,000,000.00	5,000,000.00	5,078,896.20	5,766,195.00	112,750.00
Available	125896BL3-4-588	31-Mar-43	125896BL3	CMS ENERGY CORPORATION	2,000,000.00	2,000,000.00	2,078,341.38	1,852,340.00	48,305.56
Available	125896BL3-3-588	31-Mar-43	125896BL3	CMS ENERGY CORPORATION	5,000,000.00	5,000,000.00	5,239,343.11	4,630,850.00	120,763.89
Available	125896BL3-2-588	31-Mar-43	125896BL3	CMS ENERGY CORPORATION	1,000,000.00	1,000,000.00	999,996.48	926,170.00	24,152.78
Available	125896BL3-1-588	31-Mar-43	125896BL3	CMS ENERGY CORPORATION	4,000,000.00	4,000,000.00	3,977,842.77	3,704,680.00	96,611.11
Available	12624QAT0-1-148	15-Oct-45	12624QAT0	COMM MORTGAGE TRUST COMM_12-CR	6,000,000.00	6,000,000.00	6,137,839.32	5,693,052.00	14,087.67
Available	12626PAF0-1-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	3,000,000.00	3,000,000.00	3,340,196.99	2,959,371.00	86,400.00
Available	12626PAF0-10-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	3,000,000.00	3,000,000.00	3,301,021.21	2,959,371.00	86,400.00
Available	12626PAF0-2-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	1,400,000.00	1,400,000.00	1,555,660.86	1,381,039.80	40,320.00
Available	12626PAF0-8-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	190,000.00	190,000.00	209,064.68	187,426.83	5,472.00
Available	12626PAF0-7-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	190,000.00	190,000.00	209,064.68	187,426.83	5,472.00
Available	12626PAF0-6-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	708,000.00	708,000.00	756,103.91	698,411.56	20,390.40
Available	12626PAF0-5-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	420,000.00	420,000.00	448,536.22	414,311.94	12,096.00
Available	12626PAF0-4-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	420,000.00	420,000.00	448,536.22	414,311.94	12,096.00
Available	12626PAF0-3-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	560,000.00	560,000.00	598,048.29	552,415.92	16,128.00
Available	12626PAF0-1-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	950,000.00	950,000.00	1,045,323.38	937,134.15	27,360.00
Available	12626PAF0-1-70	15-Oct-33	12626PAF0	CRH AMERICA INC.	2,500,000.00	2,500,000.00	2,556,820.19	2,466,142.50	72,000.00
Available	12626PAF0-9-588	15-Oct-33	12626PAF0	CRH AMERICA INC.	1,892,000.00	1,892,000.00	2,020,548.86	1,866,376.64	54,489.60
Available	126408BP7-1-588	01-May-27	126408BP7	CSX CORPORATION	280,000.00	280,000.00	325,141.76	338,077.04	8,232.78
Available	126408BP7-2-588	01-May-27	126408BP7	CSX CORPORATION	1,720,000.00	1,720,000.00	1,997,299.40	2,076,758.96	50,572.78
Available	126408GS6-1-588	30-Apr-40	126408GS6	CSX CORPORATION	200,000.00	200,000.00	238,167.75	229,458.80	5,079.67
Available	126408GU1-2-588	15-Apr-41	126408GU1	CSX CORPORATION	4,300,000.00	4,300,000.00	4,662,507.12	4,558,348.30	106,425.00
Available	126408GU1-1-588	15-Apr-41	126408GU1	CSX CORPORATION	700,000.00	700,000.00	759,012.79	742,056.70	17,325.00
Available	126408GY3-1-588	15-Mar-44	126408GY3	CSX CORPORATION	5,000,000.00	5,000,000.00	4,981,791.00	4,250,320.00	6,833.33
Available	12641LBU6-2-588	01-Dec-28	12641LBU6	CSX CORPORATION	6,580,000.00	6,580,000.00	5,964,840.35	7,818,369.16	144,175.11
Available	12641LBU6-1-588	01-Dec-28	12641LBU6	CSX CORPORATION	1,060,000.00	1,060,000.00	960,901.33	1,259,494.12	23,225.78
Available	126650BR0-6-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	2,892,000.00	2,892,000.00	2,882,969.79	3,315,082.25	5,904.50
Available	126650BR0-2-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	280,000.00	280,000.00	279,125.71	320,962.32	571.67
Available	126650BR0-1-70	15-Sep-39	126650BR0	CVS CAREMARK CORP	1,000,000.00	1,000,000.00	996,877.52	1,146,294.00	2,041.67
Available	126650BR0-7-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	5,000,000.00	5,000,000.00	4,959,400.05	5,731,470.00	10,208.33
Available	126650BR0-4-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	700,000.00	700,000.00	697,814.26	802,405.80	1,429.17
Available	126650BR0-1-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	1,720,000.00	1,720,000.00	1,714,629.34	1,971,625.68	3,511.67
Available	126650BR0-5-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	708,000.00	708,000.00	705,789.28	811,576.15	1,445.50
Available	126650BR0-3-588	15-Sep-39	126650BR0	CVS CAREMARK CORP	700,000.00	700,000.00	697,814.26	802,405.80	1,429.17
Available	126650BX7-1-148	15-May-41	126650BX7	CVS CAREMARK CORP	8,000,000.00	8,000,000.00	7,869,933.59	8,801,136.00	168,666.67
Available	12673GAA3-2-70	15-Jul-17	12673GAA3	CA FM LEASE TRUST	2,530,000.01	396,721.01	414,379.58	449,837.99	6,744.26
Available	13342BAC9-1-588	15-Jul-18	13342BAC9	CAMERON INTERNATIONAL CORP	1,000,000.00	1,000,000.00	1,186,000.34	1,169,828.00	12,750.00
Available	13342BAC9-1-70	15-Jul-18	13342BAC9	CAMERON INTERNATIONAL CORP	1,000,000.00	1,000,000.00	1,186,000.34	1,169,828.00	12,750.00

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Available	13342BAF2-1-588	01-Jun-41	13342BAF2	CAMERON INTERNATIONAL CORP	5,000,000.00	5,000,000.00	5,610,217.42	5,592,640.00	95,861.11
Available	134429AZ2-2-588	02-Aug-42	134429AZ2	CAMPBELL SOUP COMPANY	1,450,000.00	1,450,000.00	1,422,252.62	1,168,370.85	8,418.06
Available	134429AZ2-1-588	02-Aug-42	134429AZ2	CAMPBELL SOUP COMPANY	4,000,000.00	4,000,000.00	3,929,583.72	3,223,092.00	23,222.22
Available	134429AZ2-5-588	02-Aug-42	134429AZ2	CAMPBELL SOUP COMPANY	3,000,000.00	3,000,000.00	2,947,187.79	2,417,319.00	17,416.67
Available	134429AZ2-4-588	02-Aug-42	134429AZ2	CAMPBELL SOUP COMPANY	8,000,000.00	8,000,000.00	7,859,167.45	6,446,184.00	46,444.44
Available	134429AZ2-3-588	02-Aug-42	134429AZ2	CAMPBELL SOUP COMPANY	15,000,000.00	15,000,000.00	14,879,744.54	12,086,595.00	87,083.33
Available	136055AA8-2-588	10-Apr-32	136055AA8	CANADIAN IMPERIAL BANK OF COMM	3,164,835.72	3,000,000.00	3,020,184.55	3,588,585.00	101,062.83
Available	136055AA8-1-588	10-Apr-32	136055AA8	CANADIAN IMPERIAL BANK OF COMM	1,335,164.28	1,265,624.25	1,265,624.25	1,513,933.40	42,635.86
Available	136375BE1-1-146	15-Jul-36	136375BE1	CANADIAN NATIONAL RAILWAY COMP	7,000,000.00	7,000,000.00	7,722,544.15	8,896,776.00	93,968.00
Available	136375BL5-2-588	01-Aug-34	136375BL5	CANADIAN NATIONAL RAILWAY COMP	2,580,000.00	2,580,000.00	2,735,273.58	3,114,485.70	25,083.33
Available	136375BL5-1-588	01-Aug-34	136375BL5	CANADIAN NATIONAL RAILWAY COMP	420,000.00	420,000.00	445,277.10	507,009.30	4,083.33
Available	136375BP6-7-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	180,000.00	180,000.00	179,724.40	207,277.02	3,861.00
Available	136375BP6-4-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	50,000.00	50,000.00	50,144.73	57,576.95	1,072.50
Available	136375BP6-3-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	50,000.00	50,000.00	49,923.44	57,576.95	1,072.50
Available	136375BP6-5-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	1,100,000.00	1,100,000.00	1,098,315.77	1,266,692.90	23,595.00
Available	136375BP6-6-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	1,000,000.00	1,000,000.00	1,002,894.61	1,151,539.00	21,450.00
Available	136375BP6-1-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	920,000.00	920,000.00	918,591.37	1,059,415.88	19,734.00
Available	136375BP6-8-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	170,000.00	170,000.00	170,492.08	195,761.63	3,646.50
Available	136375BP6-2-132	15-Nov-17	136375BP6	CANADIAN NATIONAL RAILWAY COMP	780,000.00	780,000.00	782,257.80	898,200.42	16,731.00
Available	136380AB8-1-588	02-Jan-16	136380AB8	CANADIAN NATIONAL RAILWAY COMP	5,819.28	5,618.15	5,618.15	6,281.77	297.56
Available	136380AB8-2-588	02-Jan-16	136380AB8	CANADIAN NATIONAL RAILWAY COMP	1,413,180.00	1,364,335.69	1,364,335.69	1,525,491.02	72,259.58
Available	136385AC5-2-588	15-Jan-32	136385AC5	CANADIAN NATURAL RESOURCES LIM	3,010,000.00	3,010,000.00	3,394,203.66	3,625,770.75	43,344.00
Available	136385AC5-1-588	15-Jan-32	136385AC5	CANADIAN NATURAL RESOURCES LIM	490,000.00	490,000.00	552,544.78	590,241.75	7,056.00
Available	136385AL5-7-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	420,000.00	420,000.00	415,270.33	472,968.30	875.00
Available	136385AL5-8-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	640,000.00	640,000.00	632,792.88	720,713.60	1,333.33
Available	136385AL5-6-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	970,000.00	970,000.00	959,076.71	1,092,331.55	2,020.83
Available	136385AL5-5-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	970,000.00	970,000.00	959,076.71	1,092,331.55	2,020.83
Available	136385AL5-4-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	565,000.00	565,000.00	561,479.52	636,254.98	1,177.08
Available	136385AL5-3-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	7,000,000.00	7,000,000.00	6,921,172.17	7,882,805.00	14,583.33
Available	136385AL5-2-588	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	6,435,000.00	6,435,000.00	6,394,903.86	7,246,550.03	13,406.25
Available	136385AP6-2-588	01-Feb-39	136385AP6	CANADIAN NATURAL RESOURCES LIM	3,000,000.00	3,000,000.00	3,897,134.83	3,559,107.00	31,500.00
Available	136385AP6-3-588	01-Feb-39	136385AP6	CANADIAN NATURAL RESOURCES LIM	4,050,000.00	4,050,000.00	4,094,342.78	4,804,794.45	42,525.00
Available	136385AP6-1-588	01-Feb-39	136385AP6	CANADIAN NATURAL RESOURCES LIM	650,000.00	650,000.00	657,116.74	771,139.85	6,825.00
Available	136440AL8-3-148	01-Aug-21	136440AL8	CANADIAN PACIFIC RAILWAY COMPA	4,000,000.00	4,000,000.00	4,748,915.19	5,375,532.00	58,800.00
Available	13645RAF1-3-588	15-May-37	13645RAF1	CANADIAN PACIFIC RAILWAY COMPA	4,300,000.00	4,300,000.00	4,193,201.91	4,728,155.30	93,811.67
Available	13645RAF1-1-588	15-May-37	13645RAF1	CANADIAN PACIFIC RAILWAY COMPA	700,000.00	700,000.00	682,614.26	769,699.70	15,271.67
Available	13645RAF1-2-588	15-May-37	13645RAF1	CANADIAN PACIFIC RAILWAY COMPA	137,000.00	137,000.00	162,367.74	150,641.23	2,988.88
Available	14170TAB7-2-588	01-Aug-19	14170TAB7	CAREFUSION CORP	330,000.00	330,000.00	326,394.06	377,755.62	3,272.50
Available	14170TAB7-1-588	01-Aug-19	14170TAB7	CAREFUSION CORP	350,000.00	350,000.00	346,175.53	400,649.90	3,470.83
Available	14170TAB7-1-70	01-Aug-19	14170TAB7	CAREFUSION CORP	500,000.00	500,000.00	494,536.46	572,357.00	4,958.33
Available	14170TAB7-2-70	01-Aug-19	14170TAB7	CAREFUSION CORP	1,500,000.00	1,500,000.00	1,550,566.13	1,717,071.00	14,875.00
Available	14170TAB7-4-588	01-Aug-19	14170TAB7	CAREFUSION CORP	2,395,000.00	2,395,000.00	2,513,309.91	2,741,590.03	23,750.42
Available	14170TAB7-3-588	01-Aug-19	14170TAB7	CAREFUSION CORP	1,820,000.00	1,820,000.00	1,800,112.72	2,083,379.48	18,048.33
Available	141781AC8-2-588	01-Oct-25	141781AC8	CARGILL INC	1,720,000.00	1,720,000.00	1,959,060.14	2,213,179.04	62,015.56
Available	149123BM2-1-539	15-Aug-16	149123BM2	CATERPILLAR INC	5,000,000.00	5,000,000.00	5,023,991.37	5,639,870.00	33,250.00
Available	149123CB5-3-588	15-Aug-42	149123CB5	CATERPILLAR INC	5,000,000.00	5,000,000.00	5,000,000.00	4,293,865.00	22,184.17
Available	149123CB5-1-588	15-Aug-42	149123CB5	CATERPILLAR INC	3,500,000.00	3,500,000.00	3,500,000.00	3,005,705.50	15,528.92
Available	14912L2M2-1-21	17-Feb-15	14912L2M2	CATERPILLAR FINANCIAL SERVICES	3,000,000.00	3,000,000.00	2,995,311.98	3,175,476.00	15,833.33
Available	14912L2Y6-1-21	15-Mar-16	14912L2Y6	CATERPILLAR FINANCIAL SERVICES	4,000,000.00	4,000,000.00	3,998,628.23	4,425,568.00	7,333.33
Available	14987BAE3-2-70	15-Apr-23	14987BAE3	CC HOLDINGS GS V LLC/CROWN CAS	3,000,000.00	3,000,000.00	3,005,667.85	2,720,817.00	51,961.50
Available	14987BAE3-1-588	15-Apr-23	14987BAE3	CC HOLDINGS GS V LLC/CROWN CAS	3,000,000.00	3,000,000.00	3,032,754.00	2,720,817.00	51,961.50

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	15135UAG4-1-588	15-Aug-22	15135UAG4	CENOVUS ENERGY INC	3,000,000.00	3,000,000.00	3,073,564.86	2,839,584.00	10,500.00
Available	15135UAH2-2-70	15-Sep-42	15135UAH2	CENOVUS ENERGY INC	1,250,000.00	1,250,000.00	1,235,920.71	1,123,940.00	1,854.17
Available	15135UAH2-1-70	15-Sep-42	15135UAH2	CENOVUS ENERGY INC	2,500,000.00	2,500,000.00	2,467,469.80	2,247,880.00	3,708.33
Available	15189XAM0-1-588	01-Aug-42	15189XAM0	CENTERPOINT ENERGY HOUSTON ELE	2,000,000.00	2,000,000.00	1,981,731.54	1,674,346.00	11,044.44
Available	15189YAE6-2-146	15-May-18	15189YAE6	CENTERPOINT ENERGY RESOURCES C	1,792,000.00	1,792,000.00	1,573,192.34	2,073,351.17	39,424.00
Available	15189YAE6-1-146	15-May-18	15189YAE6	CENTERPOINT ENERGY RESOURCES C	6,630,000.00	6,630,000.00	5,821,602.59	7,670,936.52	145,860.00
Available	15200WAA3-3-1822	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	27,500.00	22,020.86	22,161.07	22,107.16	89.30
Available	15200WAA3-2-1805	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	30,000.00	24,022.75	24,176.42	24,116.90	97.42
Available	15200WAA3-2-1821	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	50,000.00	40,037.92	40,294.04	40,194.83	162.37
Available	15200WAA3-2-1822	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	77,499.99	62,058.77	62,453.91	62,301.98	251.67
Available	15200WAA3-2-1823	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	30,000.00	24,022.75	24,176.42	24,116.90	97.42
Available	15200WAA3-1-1805	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	140,000.00	112,106.18	112,833.17	112,545.52	454.64
Available	15200WAA3-1-1821	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	467,000.00	373,954.17	376,146.90	375,419.70	1,516.53
Available	15200WAA3-1-1823	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	109,999.99	88,083.42	88,652.21	88,428.62	357.21
Available	15200WAA3-1-1822	15-Apr-18	15200WAA3	CENTERPOINT ENERGY TRANSITION	690,000.00	552,523.30	555,454.79	554,688.64	2,240.70
Available	15361GAU9-3-588	01-Nov-39	15361GAU9	CENTRAL HUDSON GAS & ELECTRIC	280,000.00	280,000.00	280,000.00	309,304.80	6,586.22
Available	15361GAU9-4-588	01-Nov-39	15361GAU9	CENTRAL HUDSON GAS & ELECTRIC	1,720,000.00	1,720,000.00	1,720,000.00	1,900,015.20	40,458.22
Available	15361GAU9-2-588	01-Nov-39	15361GAU9	CENTRAL HUDSON GAS & ELECTRIC	420,000.00	420,000.00	420,000.00	463,957.20	9,879.33
Available	15361GAU9-1-588	01-Nov-39	15361GAU9	CENTRAL HUDSON GAS & ELECTRIC	2,580,000.00	2,580,000.00	2,580,000.00	2,850,022.80	60,687.33
Available	15504RET2-2-588	01-Nov-39	15504RET2	CENTRAL PUGET SOUND REGIONAL T	700,000.00	700,000.00	730,494.24	758,723.00	15,588.34
Available	15504RET2-1-588	01-Nov-39	15504RET2	CENTRAL PUGET SOUND REGIONAL T	4,300,000.00	4,300,000.00	4,487,321.77	4,660,727.00	95,756.94
Available	167486HM4-2-588	01-Jan-36	167486HM4	CHICAGO (CITY OF)	3,000,000.00	3,000,000.00	3,011,478.93	2,741,700.00	44,483.50
Available	167486HM4-3-588	01-Jan-36	167486HM4	CHICAGO (CITY OF)	700,000.00	700,000.00	716,956.80	639,730.00	10,379.48
Available	167486HM4-1-588	01-Jan-36	167486HM4	CHICAGO (CITY OF)	3,880,000.00	3,880,000.00	3,973,989.14	3,545,932.00	57,531.99
Available	167486HM4-4-588	01-Jan-36	167486HM4	CHICAGO (CITY OF)	420,000.00	420,000.00	430,174.08	383,838.00	6,227.69
Available	167560PL9-1-588	01-Dec-38	167560PL9	CHICAGO ILL MET WTR RECLAMATIO	2,000,000.00	2,000,000.00	2,071,258.12	2,175,460.00	36,862.22
Available	167560PL9-1-70	01-Dec-38	167560PL9	CHICAGO ILL MET WTR RECLAMATIO	2,000,000.00	2,000,000.00	2,071,258.12	2,175,460.00	36,862.22
Available	171232AQ4-1-588	11-May-37	171232AQ4	CHUBB CORPORATION	1,650,000.00	1,650,000.00	1,650,893.57	1,961,361.60	37,400.00
Available	17275RAD4-2-588	15-Feb-39	17275RAD4	CISCO SYSTEMS INC	1,771,000.00	1,771,000.00	1,767,163.76	2,054,427.30	12,190.38
Available	17275RAD4-3-588	15-Feb-39	17275RAD4	CISCO SYSTEMS INC	19,749,000.00	19,749,000.00	19,706,220.83	22,909,590.46	135,938.95
Available	17275RAD4-1-588	15-Feb-39	17275RAD4	CISCO SYSTEMS INC	3,480,000.00	3,480,000.00	3,472,461.82	4,036,932.24	23,954.00
Available	17275RAD4-1-70	15-Feb-39	17275RAD4	CISCO SYSTEMS INC	4,000,000.00	4,000,000.00	5,191,592.89	4,640,152.00	27,533.33
Available	172967BU4-1-588	22-Feb-33	172967BU4	CITIGROUP INC	1,500,000.00	1,500,000.00	1,482,468.57	1,505,640.00	8,567.71
Available	172967DR9-1-70	25-Aug-36	172967DR9	CITIGROUP INC	1,000,000.00	1,000,000.00	1,013,893.19	1,018,925.00	5,444.44
Available	17305ECX1-2-1805	20-Nov-17	17305ECX1	CITIBANK CREDIT CARD ISSUANCE	100,000.00	100,000.00	109,493.96	109,258.70	1,799.17
Available	17305ECX1-1-1805	20-Nov-17	17305ECX1	CITIBANK CREDIT CARD ISSUANCE	105,000.00	105,000.00	115,050.50	114,721.64	1,889.13
Available	17305ECX1-1-1821	20-Nov-17	17305ECX1	CITIBANK CREDIT CARD ISSUANCE	380,000.00	380,000.00	416,373.24	415,183.06	6,836.83
Available	17305ECX1-1-1823	20-Nov-17	17305ECX1	CITIBANK CREDIT CARD ISSUANCE	100,000.00	100,000.00	109,701.81	109,258.70	1,799.17
Available	17305ECX1-1-1822	20-Nov-17	17305ECX1	CITIBANK CREDIT CARD ISSUANCE	530,000.00	530,000.00	580,731.10	579,071.11	9,535.58
Available	17305EDE2-1-1801	15-Mar-18	17305EDE2	CITIBANK CREDIT CARD ISSUANCE	4,500,000.00	4,500,000.00	4,769,130.04	4,981,104.00	7,950.00
Available	17305EDT9-1-70	15-Jun-39	17305EDT9	CITIBANK CREDIT CARD ISSUANCE	1,000,000.00	1,000,000.00	968,397.91	1,145,391.00	17,425.00
Available	17453BAJ0-1-70	15-Aug-31	17453BAJ0	FRONTIER COMMUNICATIONS CORP	1,000,000.00	1,000,000.00	1,017,754.30	980,000.00	10,500.00
Available	185508AE8-3-588	01-Dec-35	185508AE8	CLECO POWER LLC	709,000.00	709,000.00	687,728.16	811,863.14	14,849.61
Available	185508AE8-2-588	01-Dec-35	185508AE8	CLECO POWER LLC	1,390,000.00	1,390,000.00	1,348,296.39	1,591,663.98	29,112.78
Available	185508AE8-1-588	01-Dec-35	185508AE8	CLECO POWER LLC	7,901,000.00	7,901,000.00	7,663,949.49	9,047,292.88	165,482.06
Available	191241AD0-1-148	15-Feb-20	191241AD0	COCA-COLA FEMSA SAB DE CV	10,000,000.00	10,000,000.00	9,964,558.93	10,665,130.00	53,958.33
Available	195869AG7-1-588	15-Apr-32	195869AG7	COLONIAL PIPELINE CO.	1,000,000.00	1,000,000.00	1,019,229.98	1,349,047.00	24,797.50
Available	195869AJ1-1-588	28-Aug-32	195869AJ1	COLONIAL PIPELINE CO.	280,000.00	280,000.00	295,884.68	338,659.44	1,484.16
Available	195869AL6-2-588	01-Aug-37	195869AL6	COLONIAL PIPELINE CO.	2,580,000.00	2,580,000.00	2,570,332.66	3,143,913.18	25,585.00
Available	195869AL6-1-588	01-Aug-37	195869AL6	COLONIAL PIPELINE CO.	420,000.00	420,000.00	418,426.25	511,799.82	4,165.00
Available	20030NAC5-3-70	15-Mar-33	20030NAC5	COMCAST CORPORATION	1,500,000.00	1,500,000.00	1,705,040.74	1,855,684.50	3,525.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	20030NAM3-2-588	15-Mar-37	20030NAM3	COMCAST CORPORATION	2,070,000.00	2,070,000.00	1,969,309.59	2,458,708.74	4,450.50
Available	20030NAM3-1-588	15-Mar-37	20030NAM3	COMCAST CORPORATION	330,000.00	330,000.00	313,947.91	391,968.06	709.50
Available	20047PAN7-1-54	10-May-43	20047PAN7	COMMERCIAL MORTGAGE PASS-THROU	2,000,000.00	2,000,000.00	1,999,818.48	2,096,890.00	7,741.51
Available	20047RAE3-1-588	10-Dec-49	20047RAE3	COMMERCIAL MORTGAGE PASS-THROU	4,000,000.00	4,000,000.00	3,749,576.15	4,550,704.00	17,313.52
Available	20281PCT7-2-588	01-Jun-39	20281PCT7	COMMONWEALTH FING AUTH PA	700,000.00	700,000.00	700,000.00	769,349.00	14,025.04
Available	20281PCT7-1-588	01-Jun-39	20281PCT7	COMMONWEALTH FING AUTH PA	4,300,000.00	4,300,000.00	4,300,000.00	4,726,001.00	86,153.84
Available	205887AX0-3-588	15-Sep-30	205887AX0	CONAGRA FOODS INC	1,720,000.00	1,720,000.00	2,167,407.32	2,187,924.28	4,730.00
Available	205887AX0-4-588	15-Sep-30	205887AX0	CONAGRA FOODS INC	1,000,000.00	1,000,000.00	1,294,798.85	1,272,049.00	2,750.00
Available	205887AX0-1-588	15-Sep-30	205887AX0	CONAGRA FOODS INC	1,000,000.00	1,000,000.00	1,294,798.85	1,272,049.00	2,750.00
Available	207597DV4-7-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	4,000,000.00	4,000,000.00	4,278,335.26	4,868,380.00	81,844.44
Available	207597DV4-1-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	1,720,000.00	1,720,000.00	1,718,979.41	2,093,403.40	35,193.11
Available	207597DV4-2-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	1,000,000.00	1,000,000.00	1,069,583.81	1,217,095.00	20,461.11
Available	207597DV4-6-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	2,020,000.00	2,020,000.00	2,018,801.40	2,458,531.90	41,331.44
Available	207597DV4-5-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	420,000.00	420,000.00	419,750.79	511,179.90	8,593.67
Available	207597DV4-4-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	560,000.00	560,000.00	559,667.71	681,573.20	11,458.22
Available	207597DV4-3-588	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	280,000.00	280,000.00	279,833.86	340,786.60	5,729.11
Available	207597EE1-1-148	01-Feb-19	207597EE1	CONNECTICUT LIGHT AND POWER CO	3,500,000.00	3,500,000.00	3,491,245.20	4,039,794.50	29,944.44
Available	20772GF45-1-588	15-Mar-32	20772GF45	CONNECTICUT (STATE OF)	12,825,000.00	12,825,000.00	16,066,231.68	14,186,502.00	25,008.75
Available	208251AE8-1-588	15-Apr-29	208251AE8	CONOCOPHILLIPS HOLDING CO	1,720,000.00	1,720,000.00	1,851,757.90	2,175,887.72	53,793.00
Available	208251AE8-2-588	15-Apr-29	208251AE8	CONOCOPHILLIPS HOLDING CO	280,000.00	280,000.00	301,448.96	354,214.28	8,757.00
Available	20825CAQ7-3-588	01-Feb-39	20825CAQ7	CONOCOPHILLIPS	866,000.00	866,000.00	1,024,583.27	1,092,085.75	8,756.22
Available	20825CAQ7-2-588	01-Feb-39	20825CAQ7	CONOCOPHILLIPS	1,700,000.00	1,700,000.00	2,011,306.64	2,143,817.30	17,188.89
Available	209111ED1-2-588	15-Jun-33	209111ED1	CONSOLIDATED EDISON CO OF NEW	4,300,000.00	4,300,000.00	4,020,584.24	4,478,708.00	62,135.00
Available	209111ED1-1-588	15-Jun-33	209111ED1	CONSOLIDATED EDISON CO OF NEW	700,000.00	700,000.00	654,513.71	729,092.00	10,115.00
Available	209111EH2-1-70	01-Mar-35	209111EH2	CONSOLIDATED EDISON CO OF NEW	1,000,000.00	1,000,000.00	997,038.04	1,094,429.00	3,827.78
Available	209111ES8-2-588	15-Aug-37	209111ES8	CONSOLIDATED EDISON CO OF NEW	420,000.00	420,000.00	420,271.94	507,447.36	3,087.00
Available	209111ES8-1-588	15-Aug-37	209111ES8	CONSOLIDATED EDISON CO OF NEW	2,580,000.00	2,580,000.00	2,581,670.48	3,117,176.64	18,963.00
Available	209111FA6-1-146	15-Jun-40	209111FA6	CONSOLIDATED EDISON CO OF NEW	3,500,000.00	3,500,000.00	3,483,488.37	4,028,031.00	56,525.00
Available	209111FA6-1-1141	15-Jun-40	209111FA6	CONSOLIDATED EDISON CO OF NEW	5,000,000.00	5,000,000.00	4,976,411.96	5,754,330.00	80,750.00
Available	21036PAD0-2-70	01-Sep-16	21036PAD0	CONSTELLATION BRANDS INC	625,000.00	625,000.00	622,698.54	710,156.25	3,272.57
Available	210518CS3-1-1613	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	250,000.00	250,000.00	249,918.03	309,305.25	558.33
Available	210518CS3-3-148	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	600,000.00	600,000.00	599,803.27	742,332.60	1,340.00
Available	210518CS3-2-1613	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	350,000.00	350,000.00	349,885.24	433,027.35	781.67
Available	210518CS3-1-1611	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	200,000.00	200,000.00	199,934.42	247,444.20	446.67
Available	210518CS3-1-547	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	100,000.00	100,000.00	99,967.21	123,722.10	223.33
Available	210518CS3-5-148	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	7,700,000.00	7,700,000.00	7,697,475.26	9,526,601.70	17,196.67
Available	210518CS3-4-148	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	150,000.00	150,000.00	149,950.82	185,583.15	335.00
Available	219868BN5-7-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	5,000,000.00	5,000,000.00	5,110,135.51	6,108,160.00	127,517.36
Available	219868BN5-2-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	700,000.00	700,000.00	699,054.17	855,142.40	17,852.43
Available	219868BN5-6-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	2,000,000.00	2,000,000.00	2,045,686.19	2,443,264.00	51,006.94
Available	219868BN5-5-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	4,848,000.00	4,848,000.00	4,841,449.46	5,922,471.94	123,640.83
Available	219868BN5-4-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	1,062,000.00	1,062,000.00	1,060,565.04	1,297,373.18	27,084.69
Available	219868BN5-3-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	280,000.00	280,000.00	279,621.67	342,056.96	7,140.97
Available	219868BN5-1-588	04-Jun-19	219868BN5	CORPORACION ANDINA DE FOMENTO	1,110,000.00	1,110,000.00	1,108,500.19	1,356,011.52	28,308.85
Available	219868BS4-1-70	15-Jun-22	219868BS4	CORPORACION ANDINA DE FOMENTO	5,000,000.00	5,000,000.00	5,360,203.19	4,986,255.00	61,979.17
Available	22303QAH3-7-588	15-Oct-37	22303QAH3	COVIDIEN INTERNATIONAL FINANCE	660,000.00	660,000.00	753,340.51	821,293.44	19,453.50
Available	22303QAH3-6-588	15-Oct-37	22303QAH3	COVIDIEN INTERNATIONAL FINANCE	700,000.00	700,000.00	798,997.52	871,068.80	20,632.50
Available	22303QAH3-2-588	15-Oct-37	22303QAH3	COVIDIEN INTERNATIONAL FINANCE	5,000,000.00	5,000,000.00	5,486,345.46	6,221,920.00	147,375.00
Available	22303QAH3-1-588	15-Oct-37	22303QAH3	COVIDIEN INTERNATIONAL FINANCE	3,390,000.00	3,390,000.00	3,869,430.83	4,218,461.76	99,920.25
Available	224044BR7-1-21	01-Dec-36	224044BR7	COX COMMUNICATIONS INC	5,000,000.00	5,000,000.00	4,769,253.40	4,998,405.00	103,916.67
Available	224044BU0-1-588	15-Jan-19	224044BU0	COX COMMUNICATIONS INC	1,000,000.00	1,000,000.00	1,038,512.15	1,278,481.00	18,750.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	22541LAE3-2-70	15-Jul-32	22541LAE3	CREDIT SUISSE (USA) INC	2,000,000.00	2,000,000.00	2,333,590.26	2,609,030.00	28,500.00
Available	22541LAE3-2-588	15-Jul-32	22541LAE3	CREDIT SUISSE (USA) INC	4,000,000.00	4,000,000.00	4,775,723.82	5,218,060.00	57,000.00
Available	22541LAE3-1-588	15-Jul-32	22541LAE3	CREDIT SUISSE (USA) INC	5,000,000.00	5,000,000.00	5,969,654.77	6,522,575.00	71,250.00
Available	225470AR4-2-148	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	1,990,000.00	1,990,000.00	1,955,469.93	2,126,004.56	7,329.83
Available	225470AR4-2-1822	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	10,000.00	10,000.00	10,711.69	10,683.44	36.83
Available	225470AR4-2-1823	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	12,000.00	12,000.00	12,806.02	12,820.13	44.20
Available	225470AR4-1-1805	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	17,000.00	17,000.00	18,220.74	18,161.85	62.62
Available	225470AR4-1-1821	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	55,000.00	55,000.00	58,490.57	58,758.92	202.58
Available	225470AR4-1-1822	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	90,000.00	90,000.00	94,950.80	96,150.96	331.50
Available	225470AR4-1-1823	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	3,000.00	3,000.00	3,201.50	3,205.03	11.05
Available	225470AR4-1-148	15-Aug-38	225470AR4	CS FIRST BOSTON MORTGAGE SECUR	785,000.00	785,000.00	766,164.65	838,650.04	2,891.42
Available	225470G23-9-148	15-Feb-39	225470G23	CREDIT SUISSE MORTGAGE CAPITAL	7,030,000.00	7,030,000.00	7,642,641.45	7,584,610.76	28,263.02
Available	225470G23-8-148	15-Feb-39	225470G23	CREDIT SUISSE MORTGAGE CAPITAL	100,000.00	100,000.00	97,917.67	107,889.20	402.03
Available	225470G23-7-148	15-Feb-39	225470G23	CREDIT SUISSE MORTGAGE CAPITAL	1,275,000.00	1,275,000.00	1,274,848.82	1,375,587.30	5,125.94
Available	225470G23-6-148	15-Feb-39	225470G23	CREDIT SUISSE MORTGAGE CAPITAL	4,000,000.00	4,000,000.00	3,957,646.52	4,315,568.00	16,081.38
Available	225470G23-1-21	15-Feb-39	225470G23	CREDIT SUISSE MORTGAGE CAPITAL	8,000,000.00	8,000,000.00	7,463,665.60	8,631,136.00	32,162.75
Available	233050AC7-2-1805	10-Nov-46	233050AC7	DBUBS MORTGAGE TRUST DBUBS_11-	5,000.00	5,000.00	5,837.54	5,538.41	18.06
Available	233050AC7-1-1805	10-Nov-46	233050AC7	DBUBS MORTGAGE TRUST DBUBS_11-	95,000.00	95,000.00	110,913.28	105,229.70	343.19
Available	23311RAA4-4-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	280,000.00	280,000.00	294,042.44	303,803.92	630.00
Available	23311RAA4-1-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	2,300,000.00	2,300,000.00	2,415,348.59	2,495,532.20	5,175.00
Available	23311RAA4-2-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	2,000,000.00	2,000,000.00	2,100,811.39	2,170,028.00	4,500.00
Available	23311RAA4-3-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	420,000.00	420,000.00	441,063.66	455,705.88	945.00
Available	233331AJ6-3-588	15-Apr-33	233331AJ6	DTE ENERGY COMPANY	709,000.00	709,000.00	780,286.92	817,884.68	20,339.44
Available	233331AJ6-2-588	15-Apr-33	233331AJ6	DTE ENERGY COMPANY	1,390,000.00	1,390,000.00	1,529,758.56	1,603,469.25	39,875.63
Available	233331AJ6-1-588	15-Apr-33	233331AJ6	DTE ENERGY COMPANY	7,901,000.00	7,901,000.00	8,695,411.76	9,114,396.08	226,659.94
Available	235241LS3-5-588	01-Dec-44	235241LS3	DALLAS AREA RAPID TRANSIT	905,000.00	905,000.00	905,000.00	1,064,234.75	17,493.75
Available	235241LS3-4-588	01-Dec-44	235241LS3	DALLAS AREA RAPID TRANSIT	590,000.00	590,000.00	590,000.00	693,810.50	11,404.77
Available	235241LS3-3-588	01-Dec-44	235241LS3	DALLAS AREA RAPID TRANSIT	1,180,000.00	1,180,000.00	1,180,000.00	1,387,621.00	22,809.53
Available	235241LS3-2-588	01-Dec-44	235241LS3	DALLAS AREA RAPID TRANSIT	8,500,000.00	8,500,000.00	9,523,664.50	9,995,575.00	164,305.94
Available	235241LS3-1-588	01-Dec-44	235241LS3	DALLAS AREA RAPID TRANSIT	1,590,000.00	1,590,000.00	1,590,000.00	1,869,760.50	30,734.88
Available	244199AZ8-1-588	15-May-30	244199AZ8	DEERE & CO	1,720,000.00	1,720,000.00	2,178,855.92	2,408,629.52	51,084.00
Available	244199AZ8-2-588	15-May-30	244199AZ8	DEERE & CO	280,000.00	280,000.00	354,697.48	392,102.48	8,316.00
Available	244199BA2-2-588	03-Mar-31	244199BA2	DEERE & CO	1,720,000.00	1,720,000.00	1,972,947.80	2,243,473.40	8,170.00
Available	244199BA2-1-588	03-Mar-31	244199BA2	DEERE & CO	280,000.00	280,000.00	321,177.55	365,216.60	1,330.00
Available	244199BA2-1-132	03-Mar-31	244199BA2	DEERE & CO	3,000,000.00	3,000,000.00	3,441,188.03	3,913,035.00	14,250.00
Available	244199BA2-1-70	03-Mar-31	244199BA2	DEERE & CO	3,400,000.00	3,400,000.00	4,020,187.25	4,434,773.00	16,150.00
Available	244199BF1-1-588	09-Jun-42	244199BF1	DEERE & CO	5,000,000.00	5,000,000.00	4,963,887.97	4,451,295.00	58,500.00
Available	24422EQR3-1-132	03-Apr-18	24422EQR3	JOHN DEERE CAPITAL CORP	2,000,000.00	2,000,000.00	1,984,032.66	2,282,560.00	51,716.67
Available	24422EQR3-1-148	03-Apr-18	24422EQR3	JOHN DEERE CAPITAL CORP	3,000,000.00	3,000,000.00	2,976,048.99	3,423,840.00	77,575.00
Available	246688AF2-2-588	15-Apr-31	246688AF2	DELHAIZE AMERICA LLC	194,000.00	194,000.00	224,029.85	234,579.17	7,857.00
Available	246688AF2-1-588	15-Apr-31	246688AF2	DELHAIZE AMERICA LLC	361,000.00	361,000.00	416,880.28	436,510.73	14,620.50
Available	25156PAC7-3-70	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	1,000,000.00	1,000,000.00	1,258,916.05	1,387,178.00	24,791.67
Available	25156PAC7-7-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	4,000,000.00	4,000,000.00	5,035,664.18	5,548,712.00	99,166.67
Available	25156PAC7-6-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	2,020,000.00	2,020,000.00	2,346,535.72	2,802,099.56	50,079.17
Available	25156PAC7-5-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	420,000.00	420,000.00	487,893.57	582,614.76	10,412.50
Available	25156PAC7-4-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	560,000.00	560,000.00	650,524.76	776,819.68	13,883.33
Available	25156PAC7-3-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	1,000,000.00	1,000,000.00	1,201,290.78	1,387,178.00	24,791.67
Available	25156PAC7-2-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	1,500,000.00	1,500,000.00	1,801,936.17	2,080,767.00	37,187.50
Available	25156PAC7-1-588	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	500,000.00	500,000.00	600,645.39	693,589.00	12,395.83
Available	25156PAR4-1-588	06-Mar-42	25156PAR4	DEUTSCHE TELEKOM INTERNATIONAL	10,000,000.00	10,000,000.00	10,196,798.67	9,404,490.00	28,437.50
Available	251799AA0-1-588	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	970,000.00	970,000.00	1,151,308.56	1,265,358.21	34,701.75

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	251799AA0-2-588	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	6,030,000.00	6,030,000.00	7,157,103.73	7,866,092.79	215,723.25
Available	25243YAV1-1-70	29-Apr-43	25243YAV1	DIAGEO CAPITAL PLC	5,000,000.00	5,000,000.00	4,814,672.64	4,286,080.00	79,652.78
Available	25243YAV1-1-588	29-Apr-43	25243YAV1	DIAGEO CAPITAL PLC	10,000,000.00	10,000,000.00	9,854,085.11	8,572,160.00	159,305.56
Available	25271CAJ1-1-70	01-Jul-15	25271CAJ1	DIAMOND OFFSHORE DRILLING INC	2,000,000.00	2,000,000.00	1,958,346.65	2,145,682.00	23,291.67
Available	25389JAH9-1-70	01-Feb-20	25389JAH9	DIGITAL REALTY TRUST LP	2,000,000.00	2,000,000.00	1,975,086.37	2,196,996.00	18,277.78
Available	25459HAQ8-1-588	15-Mar-40	25459HAQ8	DIRECTV HOLDINGS LLC/DIRECTV F	3,000,000.00	3,000,000.00	3,027,608.69	2,953,917.00	6,350.00
Available	25459HAU9-1-148	01-Oct-19	25459HAU9	DIRECTV HOLDINGS LLC/DIRECTV F	7,000,000.00	7,000,000.00	6,965,357.91	7,812,070.00	201,055.56
Available	25468PCR5-1-70	01-Dec-41	25468PCR5	WALT DISNEY COMPANY (THE)	5,000,000.00	5,000,000.00	4,943,056.00	4,647,940.00	66,458.33
Available	25468PCR5-1-588	01-Dec-41	25468PCR5	WALT DISNEY COMPANY (THE)	3,000,000.00	3,000,000.00	2,965,833.60	2,788,764.00	39,875.00
Available	25470DAD1-1-70	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	5,000,000.00	5,000,000.00	5,286,059.11	5,492,200.00	102,305.56
Available	25470DAD1-1-148	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	13,000,000.00	13,000,000.00	12,995,214.09	14,279,720.00	265,994.44
Available	25470DAD1-1-588	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	4,000,000.00	4,000,000.00	3,998,527.41	4,393,760.00	81,844.44
Available	260003AF5-1-70	15-Oct-35	260003AF5	DOVER CORP	3,000,000.00	3,000,000.00	2,836,315.53	3,266,598.00	72,562.50
Available	260003AF5-4-70	15-Oct-35	260003AF5	DOVER CORP	1,000,000.00	1,000,000.00	952,835.28	1,088,866.00	24,187.50
Available	260003AG3-1-148	15-Mar-38	260003AG3	DOVER CORP	4,300,000.00	4,300,000.00	4,512,205.93	5,412,874.40	9,460.00
Available	260003AG3-2-1613	15-Mar-38	260003AG3	DOVER CORP	200,000.00	200,000.00	209,870.04	251,761.60	440.00
Available	260003AG3-1-1613	15-Mar-38	260003AG3	DOVER CORP	350,000.00	350,000.00	367,272.58	440,582.80	770.00
Available	260003AG3-1-1619	15-Mar-38	260003AG3	DOVER CORP	150,000.00	150,000.00	157,402.53	188,821.20	330.00
Available	260543BJ1-2-588	01-Nov-29	260543BJ1	DOW CHEMICAL COMPANY (THE)	4,300,000.00	4,300,000.00	4,827,852.00	5,429,283.20	128,611.81
Available	260543BJ1-1-588	01-Nov-29	260543BJ1	DOW CHEMICAL COMPANY (THE)	700,000.00	700,000.00	785,929.40	883,836.80	20,936.81
Available	263534BG3-6-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	4,892,000.00	4,892,000.00	5,310,717.39	5,878,574.53	63,596.00
Available	263534BG3-4-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	280,000.00	280,000.00	318,846.12	336,467.88	3,640.00
Available	263534BG3-7-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	3,000,000.00	3,000,000.00	3,416,208.47	3,605,013.00	39,000.00
Available	263534BG3-5-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	600,000.00	600,000.00	683,241.69	721,002.60	7,800.00
Available	263534BG3-3-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	420,000.00	420,000.00	478,269.19	504,701.82	5,460.00
Available	263534BG3-1-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	108,000.00	108,000.00	117,243.97	129,780.47	1,404.00
Available	263534BR9-1-588	15-Dec-36	263534BR9	EI DU PONT DE NEMOURS & CO	3,000,000.00	3,000,000.00	3,007,872.43	3,279,408.00	47,600.00
Available	263534CC1-6-588	15-Jan-41	263534CC1	EI DU PONT DE NEMOURS & CO	1,000,000.00	1,000,000.00	987,024.63	1,001,168.00	9,800.00
Available	263534CC1-5-588	15-Jan-41	263534CC1	EI DU PONT DE NEMOURS & CO	4,300,000.00	4,300,000.00	4,244,205.90	4,305,022.40	42,140.00
Available	263534CC1-2-588	15-Jan-41	263534CC1	EI DU PONT DE NEMOURS & CO	420,000.00	420,000.00	414,550.34	420,490.56	4,116.00
Available	263534CC1-1-588	15-Jan-41	263534CC1	EI DU PONT DE NEMOURS & CO	2,580,000.00	2,580,000.00	2,546,523.54	2,583,013.44	25,284.00
Available	263534CC1-3-588	15-Jan-41	263534CC1	EI DU PONT DE NEMOURS & CO	700,000.00	700,000.00	690,917.24	700,817.60	6,860.00
Available	263534CC1-1-70	15-Jan-41	263534CC1	EI DU PONT DE NEMOURS & CO	2,000,000.00	2,000,000.00	1,974,049.25	2,002,336.00	19,600.00
Available	26439XAC7-4-588	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	1,258,750.00	1,258,750.00	1,579,234.04	1,544,338.98	11,647.81
Available	26439XAC7-2-588	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	170,000.00	170,000.00	213,282.85	208,570.11	1,573.09
Available	26439XAC7-3-588	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	866,250.00	866,250.00	1,086,801.58	1,062,787.40	8,015.82
Available	26439XAC7-1-588	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	180,000.00	180,000.00	225,828.90	220,838.94	1,665.63
Available	26441YAT4-1-70	15-Aug-19	26441YAT4	DUKE REALTY LP	1,000,000.00	1,000,000.00	999,717.05	1,244,023.00	9,625.00
Available	26442CAH7-5-588	15-Feb-40	26442CAH7	DUKE ENERGY CAROLINAS LLC	1,062,000.00	1,062,000.00	1,092,555.80	1,162,506.62	6,566.70
Available	26442CAH7-4-588	15-Feb-40	26442CAH7	DUKE ENERGY CAROLINAS LLC	700,000.00	700,000.00	720,140.36	766,247.30	4,328.33
Available	26442CAH7-3-588	15-Feb-40	26442CAH7	DUKE ENERGY CAROLINAS LLC	1,390,000.00	1,390,000.00	1,429,993.00	1,521,548.21	8,594.83
Available	26442CAH7-2-588	15-Feb-40	26442CAH7	DUKE ENERGY CAROLINAS LLC	4,118,000.00	4,118,000.00	4,252,886.44	4,507,723.40	25,462.97
Available	26874QAB6-3-588	15-Nov-27	26874QAB6	ENSCO PLC	647,000.00	647,000.00	734,806.95	757,995.44	17,080.80
Available	26874QAB6-2-588	15-Nov-27	26874QAB6	ENSCO PLC	640,000.00	640,000.00	726,856.96	749,794.56	16,896.00
Available	26874QAB6-1-588	15-Nov-27	26874QAB6	ENSCO PLC	640,000.00	640,000.00	726,856.96	749,794.56	16,896.00
Available	26875PAE1-7-54	01-Jun-20	26875PAE1	EOG RESOURCES INC	1,000,000.00	1,000,000.00	1,083,132.23	1,081,315.00	14,177.78
Available	26875PAE1-5-148	01-Jun-20	26875PAE1	EOG RESOURCES INC	3,000,000.00	3,000,000.00	2,994,174.60	3,243,945.00	42,533.33
Available	26875PAE1-3-148	01-Jun-20	26875PAE1	EOG RESOURCES INC	2,500,000.00	2,500,000.00	2,495,145.50	2,703,287.50	35,444.44
Available	26875PAE1-2-148	01-Jun-20	26875PAE1	EOG RESOURCES INC	2,500,000.00	2,500,000.00	2,501,440.64	2,703,287.50	35,444.44
Available	26875PAE1-2-21	01-Jun-20	26875PAE1	EOG RESOURCES INC	1,000,000.00	1,000,000.00	1,000,576.25	1,081,315.00	14,177.78
Available	26875PAE1-1-148	01-Jun-20	26875PAE1	EOG RESOURCES INC	14,500,000.00	14,500,000.00	14,471,843.88	15,679,067.50	205,577.78

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	26875PAE1-1-21	01-Jun-20	26875PAE1	EOG RESOURCES INC	5,000,000.00	5,000,000.00	4,990,290.99	5,406,575.00	70,888.89
Available	26875PAK7-1-70	15-Mar-23	26875PAK7	EOG RESOURCES INC	5,000,000.00	5,000,000.00	4,971,741.32	4,596,045.00	4,375.00
Available	26875PAK7-2-588	15-Mar-23	26875PAK7	EOG RESOURCES INC	3,000,000.00	3,000,000.00	3,008,838.53	2,757,627.00	2,625.00
Available	26875PAK7-2-70	15-Mar-23	26875PAK7	EOG RESOURCES INC	1,000,000.00	1,000,000.00	1,002,946.18	919,209.00	875.00
Available	277432AL4-1-588	01-Sep-42	277432AL4	EASTMAN CHEMICAL COMPANY	8,000,000.00	8,000,000.00	8,507,871.66	7,602,008.00	27,733.33
Available	278865AM2-3-588	08-Dec-41	278865AM2	ECOLAB INC	1,000,000.00	1,000,000.00	1,204,382.40	1,081,154.00	16,652.78
Available	278865AM2-2-588	08-Dec-41	278865AM2	ECOLAB INC	1,500,000.00	1,500,000.00	1,484,812.31	1,621,731.00	24,979.17
Available	278865AM2-1-588	08-Dec-41	278865AM2	ECOLAB INC	5,000,000.00	5,000,000.00	6,254,979.30	5,405,770.00	83,263.89
Available	28336LBH1-3-588	15-Feb-37	28336LBH1	EL PASO LLC	1,210,000.00	1,210,000.00	1,280,710.36	1,145,669.14	10,474.57
Available	28336LBH1-1-588	15-Feb-37	28336LBH1	EL PASO LLC	190,000.00	190,000.00	201,103.28	179,898.46	1,644.77
Available	28336LBQ1-2-588	15-Jun-17	28336LBQ1	EL PASO LLC	912,000.00	912,000.00	904,560.66	1,016,890.94	18,088.00
Available	291011AQ7-1-588	15-Aug-32	291011AQ7	EMERSON ELECTRIC CO	560,000.00	560,000.00	573,485.08	656,458.88	3,920.00
Available	291011AQ7-3-70	15-Aug-32	291011AQ7	EMERSON ELECTRIC CO	1,000,000.00	1,000,000.00	1,024,080.49	1,172,248.00	7,000.00
Available	291011AQ7-4-21	15-Aug-32	291011AQ7	EMERSON ELECTRIC CO	5,000,000.00	5,000,000.00	5,114,599.55	5,861,240.00	35,000.00
Available	291011AQ7-3-21	15-Aug-32	291011AQ7	EMERSON ELECTRIC CO	3,500,000.00	3,500,000.00	3,613,632.63	4,102,868.00	24,500.00
Available	291011AQ7-2-588	15-Aug-32	291011AQ7	EMERSON ELECTRIC CO	3,440,000.00	3,440,000.00	3,522,836.89	4,032,533.12	24,080.00
Available	291011BB9-1-588	15-Apr-39	291011BB9	EMERSON ELECTRIC CO	2,892,000.00	2,892,000.00	2,878,188.74	3,466,142.98	79,710.75
Available	291011BB9-4-588	15-Apr-39	291011BB9	EMERSON ELECTRIC CO	700,000.00	700,000.00	696,657.03	838,969.60	19,293.75
Available	291011BB9-2-588	15-Apr-39	291011BB9	EMERSON ELECTRIC CO	5,000,000.00	5,000,000.00	5,157,400.24	5,992,640.00	137,812.50
Available	292505AD6-3-588	15-Aug-34	292505AD6	ENCANA CORPORATION	3,440,000.00	3,440,000.00	3,622,718.97	3,732,616.72	26,086.67
Available	292505AD6-2-588	15-Aug-34	292505AD6	ENCANA CORPORATION	560,000.00	560,000.00	589,744.95	607,635.28	4,246.67
Available	292505AD6-1-588	15-Aug-34	292505AD6	ENCANA CORPORATION	1,000,000.00	1,000,000.00	1,056,543.29	1,085,063.00	7,583.33
Available	29267HAA7-1-588	15-Jul-34	29267HAA7	ENDURANCE SPECIALTY HOLDINGSL	1,400,000.00	1,400,000.00	1,581,703.18	1,512,236.60	19,600.00
Available	29273RAJ8-3-588	01-Jul-38	29273RAJ8	ENERGY TRANSFER PARTNERS LP	420,000.00	420,000.00	481,442.58	487,289.88	7,525.00
Available	29273RAJ8-4-588	01-Jul-38	29273RAJ8	ENERGY TRANSFER PARTNERS LP	1,080,000.00	1,080,000.00	1,237,995.20	1,253,031.12	19,350.00
Available	29273RAJ8-2-588	01-Jul-38	29273RAJ8	ENERGY TRANSFER PARTNERS LP	280,000.00	280,000.00	320,961.72	324,859.92	5,016.67
Available	29273RAJ8-1-588	01-Jul-38	29273RAJ8	ENERGY TRANSFER PARTNERS LP	1,720,000.00	1,720,000.00	1,971,621.99	1,995,568.08	30,816.67
Available	29273RAP4-2-588	01-Jun-41	29273RAP4	ENERGY TRANSFER PARTNERS LP	840,000.00	840,000.00	837,893.96	847,628.04	16,375.33
Available	29273RAP4-1-588	01-Jun-41	29273RAP4	ENERGY TRANSFER PARTNERS LP	5,160,000.00	5,160,000.00	5,147,062.90	5,206,857.96	100,591.33
Available	29364NAK4-2-588	01-Jun-18	29364NAK4	ENTERGY MISSISSIPPI INC	2,580,000.00	2,580,000.00	2,577,162.25	2,572,992.72	41,151.00
Available	29364NAK4-1-588	01-Jun-18	29364NAK4	ENTERGY MISSISSIPPI INC	420,000.00	420,000.00	419,538.04	418,859.28	6,699.00
Available	29379VAQ6-2-588	01-Sep-40	29379VAQ6	ENTERPRISE PRODUCTS OPERATING	1,090,000.00	1,090,000.00	1,084,832.18	1,257,922.13	5,077.58
Available	29379VAQ6-1-588	01-Sep-40	29379VAQ6	ENTERPRISE PRODUCTS OPERATING	6,735,000.00	6,735,000.00	6,703,068.53	7,772,573.90	31,373.88
Available	294429AG0-6-588	01-Jul-37	294429AG0	EQUIFAX INC.	2,000,000.00	2,000,000.00	1,908,231.80	2,286,834.00	33,444.44
Available	294429AG0-5-588	01-Jul-37	294429AG0	EQUIFAX INC.	1,892,000.00	1,892,000.00	1,806,408.02	2,163,344.96	31,638.44
Available	294429AG0-4-588	01-Jul-37	294429AG0	EQUIFAX INC.	708,000.00	708,000.00	675,970.87	809,539.24	11,839.33
Available	294429AG0-3-588	01-Jul-37	294429AG0	EQUIFAX INC.	280,000.00	280,000.00	267,333.11	320,156.76	4,682.22
Available	294429AG0-2-588	01-Jul-37	294429AG0	EQUIFAX INC.	560,000.00	560,000.00	534,666.22	640,313.52	9,364.44
Available	294429AG0-7-588	01-Jul-37	294429AG0	EQUIFAX INC.	4,000,000.00	4,000,000.00	3,833,233.99	4,573,668.00	66,888.89
Available	294429AG0-1-588	01-Jul-37	294429AG0	EQUIFAX INC.	560,000.00	560,000.00	534,666.22	640,313.52	9,364.44
Available	300674AA6-1-588	01-Nov-15	300674AA6	EXCEL PARALUBES FUNDING CORP	2,000,000.00	1,118,000.00	1,141,255.47	1,179,843.29	33,688.45
Available	30219GAG3-3-148	15-Nov-41	30219GAG3	EXPRESS SCRIPTS HOLDING CO	2,300,000.00	2,300,000.00	2,294,590.48	2,630,418.00	51,654.17
Available	31410HAQ4-1-70	01-Apr-29	31410HAQ4	MACYS RETAIL HOLDINGS INC	1,000,000.00	1,000,000.00	1,102,743.89	1,144,569.00	33,733.33
Available	31410HAQ4-4-70	01-Apr-29	31410HAQ4	MACYS RETAIL HOLDINGS INC	1,000,000.00	1,000,000.00	1,102,743.89	1,144,569.00	33,733.33
Available	31428XAT3-2-588	01-Aug-42	31428XAT3	FEDEX CORP	5,000,000.00	5,000,000.00	4,973,990.67	4,164,450.00	30,138.89
Available	31428XAT3-1-588	01-Aug-42	31428XAT3	FEDEX CORP	10,000,000.00	10,000,000.00	9,850,804.43	8,328,900.00	60,277.78
Available	316773CF5-2-588	15-Jan-17	316773CF5	FIFTH THIRD BANCORP	1,720,000.00	1,720,000.00	1,573,594.90	1,891,695.56	18,748.00
Available	316773CF5-1-588	15-Jan-17	316773CF5	FIFTH THIRD BANCORP	280,000.00	280,000.00	256,166.61	307,950.44	3,052.00
Available	316773CF5-1-70	15-Jan-17	316773CF5	FIFTH THIRD BANCORP	1,000,000.00	1,000,000.00	905,916.13	1,099,823.00	10,900.00
Available	316773CH1-2-70	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	1,000,000.00	1,000,000.00	796,281.71	1,287,651.00	5,958.33
Available	316773CH1-1-70	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	1,000,000.00	1,000,000.00	796,288.24	1,287,651.00	5,958.33

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	32050QAC8-2-588	01-Jul-27	32050QAC8	FIRST HAWAIIAN CAPITAL I	1,810,000.00	1,810,000.00	1,810,000.00	1,841,675.00	36,074.21
Available	32050QAC8-1-588	01-Jul-27	32050QAC8	FIRST HAWAIIAN CAPITAL I	290,000.00	290,000.00	290,000.00	295,075.00	5,779.85
Available	341081ER4-2-588	01-Oct-33	341081ER4	FLORIDA POWER AND LIGHT CO	280,000.00	280,000.00	302,606.89	336,422.24	8,144.89
Available	341081ER4-3-70	01-Oct-33	341081ER4	FLORIDA POWER AND LIGHT CO	2,000,000.00	2,000,000.00	2,161,477.79	2,403,016.00	58,177.78
Available	341081ER4-1-588	01-Oct-33	341081ER4	FLORIDA POWER AND LIGHT CO	1,720,000.00	1,720,000.00	1,858,870.90	2,066,593.76	50,032.89
Available	341081EU7-4-588	01-Sep-35	341081EU7	FLORIDA POWER AND LIGHT CO	3,250,000.00	3,250,000.00	3,236,622.64	3,653,929.50	12,675.00
Available	341081EU7-2-588	01-Sep-35	341081EU7	FLORIDA POWER AND LIGHT CO	240,000.00	240,000.00	239,012.13	269,828.64	936.00
Available	341081EU7-1-588	01-Sep-35	341081EU7	FLORIDA POWER AND LIGHT CO	450,000.00	450,000.00	448,147.75	505,928.70	1,755.00
Available	341081EU7-3-588	01-Sep-35	341081EU7	FLORIDA POWER AND LIGHT CO	1,060,000.00	1,060,000.00	1,055,636.92	1,191,743.16	4,134.00
Available	341081EV5-2-588	01-Feb-37	341081EV5	FLORIDA POWER AND LIGHT CO	3,010,000.00	3,010,000.00	2,982,770.93	3,425,512.44	26,454.56
Available	341081EV5-1-588	01-Feb-37	341081EV5	FLORIDA POWER AND LIGHT CO	490,000.00	490,000.00	485,567.36	557,641.56	4,306.56
Available	341081EY9-4-148	01-May-37	341081EY9	FLORIDA POWER AND LIGHT CO	500,000.00	500,000.00	488,161.38	591,635.50	11,862.50
Available	341081EY9-3-148	01-May-37	341081EY9	FLORIDA POWER AND LIGHT CO	5,000,000.00	5,000,000.00	4,990,796.55	5,916,355.00	118,625.00
Available	341081FB8-1-148	01-Apr-39	341081FB8	FLORIDA POWER AND LIGHT CO	10,000,000.00	10,000,000.00	9,993,398.94	12,026,500.00	291,377.78
Available	341099CD9-4-148	01-Dec-15	341099CD9	DUKE ENERGY FLORIDA INC	1,075,000.00	1,075,000.00	1,077,423.50	1,173,834.43	17,665.83
Available	341099CD9-3-148	01-Dec-15	341099CD9	DUKE ENERGY FLORIDA INC	4,850,000.00	4,850,000.00	4,860,933.92	5,295,904.15	79,701.67
Available	344419AB2-1-588	10-May-43	344419AB2	FONTO ECONOMICO MEXICANO SAB	10,000,000.00	10,000,000.00	9,850,877.95	8,261,150.00	166,493.06
Available	345397VP5-1-1822	15-Aug-17	345397VP5	FORD MOTOR CREDIT COMPANY LLC	320,000.00	320,000.00	353,037.94	368,658.56	2,473.33
Available	345397WD1-1-70	12-Jun-17	345397WD1	FORD MOTOR CREDIT COMPANY LLC	5,000,000.00	5,000,000.00	5,004,227.04	5,151,780.00	43,750.00
Available	349631AN1-6-588	15-Jan-36	349631AN1	BEAM INC	2,000,000.00	2,000,000.00	1,920,409.24	2,097,664.00	23,500.00
Available	349631AN1-5-588	15-Jan-36	349631AN1	BEAM INC	2,580,000.00	2,580,000.00	2,477,327.93	2,705,986.56	30,315.00
Available	349631AN1-3-588	15-Jan-36	349631AN1	BEAM INC	420,000.00	420,000.00	403,285.94	440,509.44	4,935.00
Available	349631AN1-2-588	15-Jan-36	349631AN1	BEAM INC	3,000,000.00	3,000,000.00	2,880,613.87	3,146,496.00	35,250.00
Available	349631AN1-1-588	15-Jan-36	349631AN1	BEAM INC	2,000,000.00	2,000,000.00	1,970,487.96	2,097,664.00	23,500.00
Available	35177PAL1-7-588	01-Mar-31	35177PAL1	ORANGE SA	2,000,000.00	2,000,000.00	2,418,754.40	2,662,084.00	12,638.89
Available	35177PAL1-5-588	01-Mar-31	35177PAL1	ORANGE SA	800,000.00	800,000.00	1,033,319.42	1,064,833.60	5,055.56
Available	35177PAL1-2-588	01-Mar-31	35177PAL1	ORANGE SA	250,000.00	250,000.00	302,827.17	332,760.50	1,579.86
Available	35177PAL1-3-588	01-Mar-31	35177PAL1	ORANGE SA	1,000,000.00	1,000,000.00	1,291,649.27	1,331,042.00	6,319.44
Available	35177PAL1-6-588	01-Mar-31	35177PAL1	ORANGE SA	6,920,000.00	6,920,000.00	8,938,212.96	9,210,810.64	43,730.56
Available	35177PAL1-4-588	01-Mar-31	35177PAL1	ORANGE SA	280,000.00	280,000.00	361,661.80	372,691.76	1,769.44
Available	35177PAL1-1-588	01-Mar-31	35177PAL1	ORANGE SA	1,000,000.00	1,000,000.00	1,291,649.27	1,331,042.00	6,319.44
Available	35671DAU9-1-70	01-Mar-22	35671DAU9	FREEPORT-MCMORAN COPPER & GOLD	5,000,000.00	5,000,000.00	4,986,172.59	4,612,950.00	12,819.44
Available	35671DBA2-1-588	15-Mar-43	35671DBA2	FREEPORT-MCMORAN CORP	10,000,000.00	10,000,000.00	9,954,679.15	8,963,370.00	18,166.67
Available	36192PAJ5-1-588	10-Nov-45	36192PAJ5	GS MORTGAGE SECURITIES CORPORA	1,800,000.00	1,800,000.00	1,841,468.74	1,687,239.00	3,604.90
Available	36228CTM5-3-21	10-Aug-38	36228CTM5	GS MORTGAGE SECURITIES CORPORA	255,000.00	255,000.00	254,810.31	259,773.35	1,075.47
Available	36228CTM5-2-54	10-Aug-38	36228CTM5	GS MORTGAGE SECURITIES CORPORA	850,000.00	850,000.00	849,367.72	865,911.15	3,584.91
Available	36228CTM5-1-148	10-Aug-38	36228CTM5	GS MORTGAGE SECURITIES CORPORA	700,000.00	700,000.00	699,479.30	713,103.30	2,952.28
Available	36228CWZ2-1-148	10-Apr-38	36228CWZ2	GS MORTGAGE SECURITIES CORPORA	22,000,000.00	22,000,000.00	23,570,680.02	23,634,270.00	89,327.33
Available	36828QNZ5-1-148	10-Jul-45	36828QNZ5	GE CAPITAL COMMERCIAL MORTGAGE	5,000,000.00	5,000,000.00	4,964,850.61	5,316,140.00	18,290.28
Available	36962G3P7-5-588	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	5,000,000.00	5,000,000.00	4,995,013.39	5,519,590.00	59,565.97
Available	36962G3P7-3-588	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	744,000.00	744,000.00	740,300.42	821,314.99	8,863.42
Available	36962G3P7-2-588	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	700,000.00	700,000.00	696,519.22	772,742.60	8,339.24
Available	36962G3P7-4-588	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	3,291,000.00	3,291,000.00	3,274,635.34	3,632,994.14	39,206.32
Available	36962G3P7-1-588	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	760,000.00	760,000.00	756,220.86	838,977.68	9,054.03
Available	36962G4B7-3-588	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	7,901,000.00	7,901,000.00	7,786,333.17	9,773,434.29	116,183.11
Available	36962G4B7-1-588	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	1,390,000.00	1,390,000.00	1,369,827.00	1,719,411.93	20,439.76
Available	36962G4B7-2-588	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	709,000.00	709,000.00	698,710.32	877,023.78	10,425.75
Available	36962GXZ2-2-588	15-Mar-32	36962GXZ2	GENERAL ELECTRIC CAPITAL CORP	4,300,000.00	4,300,000.00	4,626,878.52	5,187,227.60	9,675.00
Available	36962GXZ2-1-588	15-Mar-32	36962GXZ2	GENERAL ELECTRIC CAPITAL CORP	700,000.00	700,000.00	753,212.78	844,432.40	1,575.00
Available	370334BP8-1-588	15-Feb-43	370334BP8	GENERAL MILLS INC	5,000,000.00	5,000,000.00	4,967,024.02	4,570,315.00	24,208.33
Available	373334GC9-1-148	01-Mar-37	373334GC9	GEORGIA POWER COMPANY	5,000,000.00	5,000,000.00	4,979,836.26	5,465,905.00	20,402.78

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	38141GCU6-2-588	15-Feb-33	38141GCU6	GOLDMAN SACHS GROUP INC/THE	5,000,000.00	5,000,000.00	5,038,070.46	5,500,715.00	35,729.17
Available	38141GCU6-1-588	15-Feb-33	38141GCU6	GOLDMAN SACHS GROUP INC/THE	2,000,000.00	2,000,000.00	2,015,228.18	2,200,286.00	14,291.67
Available	38141GFD1-2-588	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	1,000,000.00	1,000,000.00	994,931.03	1,056,369.00	33,000.00
Available	38141GFD1-6-588	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	500,000.00	500,000.00	512,991.13	528,184.50	16,500.00
Available	38141GFD1-5-588	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	15,000.00	15,000.00	15,389.73	15,845.54	495.00
Available	38141GFD1-4-588	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	5,000,000.00	5,000,000.00	4,388,735.68	5,281,845.00	165,000.00
Available	38141GFD1-3-588	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	2,000,000.00	2,000,000.00	1,989,862.05	2,112,738.00	66,000.00
Available	38141GFD1-1-588	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	1,000,000.00	1,000,000.00	939,292.92	1,056,369.00	33,000.00
Available	386088AF5-1-148	15-Sep-22	386088AF5	DIAGEO INVESTMENT CORPORATION	5,500,000.00	5,500,000.00	6,168,543.75	7,287,489.00	14,666.67
Available	39121JAE0-3-588	01-Jul-38	39121JAE0	GREAT RIVER ENERGY	3,500,000.00	3,500,000.00	3,500,000.00	4,082,393.00	52,290.39
Available	39121JAE0-2-588	01-Jul-38	39121JAE0	GREAT RIVER ENERGY	500,000.00	500,000.00	500,000.00	583,199.00	7,470.06
Available	39121JAE0-1-588	01-Jul-38	39121JAE0	GREAT RIVER ENERGY	2,500,000.00	2,500,000.00	2,500,000.00	2,915,995.00	37,350.28
Available	396789JU4-1-588	10-Aug-42	396789JU4	GREENWICH CAPITAL COMMERCIAL F	3,000,000.00	3,000,000.00	2,989,582.97	3,105,177.00	10,397.83
Available	397624AE7-1-588	01-Feb-17	397624AE7	GREIF INC	750,000.00	750,000.00	747,562.77	828,750.00	7,875.00
Available	402740AB0-2-588	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	750,000.00	750,000.00	749,630.90	879,172.50	18,827.92
Available	402740AB0-1-588	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	280,000.00	280,000.00	283,093.69	328,224.40	7,029.09
Available	402740AB0-5-588	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	3,000,000.00	3,000,000.00	3,033,146.72	3,516,690.00	75,311.67
Available	402740AB0-3-588	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	1,250,000.00	1,250,000.00	1,263,811.13	1,465,287.50	31,379.86
Available	404280AF6-3-70	17-May-32	404280AF6	HSBC HOLDINGS PLC	1,000,000.00	1,000,000.00	1,209,130.51	1,216,236.00	27,534.72
Available	404280AH2-1-588	15-Sep-37	404280AH2	HSBC HOLDINGS PLC	1,000,000.00	1,000,000.00	928,525.02	1,142,166.00	2,166.67
Available	4042Q1AA5-1-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	580,000.00	580,000.00	611,544.77	625,728.94	13,819.31
Available	4042Q1AA5-9-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	1,000,000.00	1,000,000.00	1,054,126.52	1,078,843.00	23,826.39
Available	4042Q1AA5-8-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	4,000,000.00	4,000,000.00	4,217,550.11	4,315,372.00	95,305.56
Available	4042Q1AA5-7-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	1,000,000.00	1,000,000.00	1,054,126.52	1,078,843.00	23,826.39
Available	4042Q1AA5-4-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	420,000.00	420,000.00	442,842.76	453,114.06	10,007.08
Available	4042Q1AA5-3-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	3,000,000.00	3,000,000.00	3,163,162.58	3,236,529.00	71,479.17
Available	4042Q1AA5-2-588	01-Nov-34	4042Q1AA5	HSBC BANK USA NA/NEW YORK NY	1,000,000.00	1,000,000.00	1,054,126.52	1,078,843.00	23,826.39
Available	406216AY7-6-588	15-Sep-39	406216AY7	HALLIBURTON COMPANY	2,000,000.00	2,000,000.00	2,277,200.81	2,671,512.00	4,966.67
Available	406216AY7-5-588	15-Sep-39	406216AY7	HALLIBURTON COMPANY	720,000.00	720,000.00	820,399.20	961,744.32	1,788.00
Available	406216AY7-4-588	15-Sep-39	406216AY7	HALLIBURTON COMPANY	280,000.00	280,000.00	319,044.13	374,011.68	695.33
Available	406216AY7-3-588	15-Sep-39	406216AY7	HALLIBURTON COMPANY	700,000.00	700,000.00	753,836.88	935,029.20	1,738.33
Available	406216AY7-2-588	15-Sep-39	406216AY7	HALLIBURTON COMPANY	5,000,000.00	5,000,000.00	6,133,406.15	6,678,780.00	12,416.67
Available	406216AY7-1-588	15-Sep-39	406216AY7	HALLIBURTON COMPANY	300,000.00	300,000.00	323,072.95	400,726.80	745.00
Available	41011WBJ8-1-588	25-Feb-15	41011WBJ8	JOHN HANCOCK GLOBAL FUNDING II	3,000,000.00	3,000,000.00	2,983,141.31	3,177,213.00	14,000.00
Available	416515AP9-3-588	01-Oct-41	416515AP9	HARTFORD FINANCIAL SERVICES GR	1,440,000.00	1,440,000.00	1,440,000.00	1,660,131.36	42,944.00
Available	416515AP9-2-588	01-Oct-41	416515AP9	HARTFORD FINANCIAL SERVICES GR	235,000.00	235,000.00	235,000.00	270,924.22	7,008.22
Available	416515AP9-1-588	01-Oct-41	416515AP9	HARTFORD FINANCIAL SERVICES GR	420,000.00	420,000.00	420,000.00	484,204.98	12,525.33
Available	416515AS3-2-588	15-Oct-36	416515AS3	HARTFORD FINANCIAL SERVICES GR	1,720,000.00	1,720,000.00	1,710,118.76	1,921,353.52	46,053.00
Available	416515AS3-1-588	15-Oct-36	416515AS3	HARTFORD FINANCIAL SERVICES GR	280,000.00	280,000.00	278,391.43	312,778.48	7,497.00
Available	416515BA1-3-588	30-Mar-40	416515BA1	HARTFORD FINANCIAL SERVICES GR	280,000.00	280,000.00	278,199.46	335,133.68	9,120.42
Available	416515BA1-2-588	30-Mar-40	416515BA1	HARTFORD FINANCIAL SERVICES GR	420,000.00	420,000.00	417,299.19	502,700.52	13,680.63
Available	416515BA1-1-588	30-Mar-40	416515BA1	HARTFORD FINANCIAL SERVICES GR	542,000.00	542,000.00	538,514.66	648,723.05	17,654.52
Available	42217KBA3-2-588	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	1,000,000.00	1,000,000.00	999,041.29	948,468.00	1,250.00
Available	42217KBA3-1-588	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	1,000,000.00	1,000,000.00	999,592.40	948,468.00	1,250.00
Available	42217KBA3-2-70	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	2,500,000.00	2,500,000.00	2,497,603.23	2,371,170.00	3,125.00
Available	42217KBA3-1-70	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	2,500,000.00	2,500,000.00	2,498,981.01	2,371,170.00	3,125.00
Available	42307TAG3-1-588	15-Mar-32	42307TAG3	HJ HEINZ FINANCE CO	210,000.00	210,000.00	216,391.98	215,250.00	472.50
Available	42307TAG3-2-588	15-Mar-32	42307TAG3	HJ HEINZ FINANCE CO	1,290,000.00	1,290,000.00	1,329,265.02	1,322,250.00	2,902.50
Available	42809HAC1-1-1611	15-Jan-40	42809HAC1	HESS CORPORATION	1,000,000.00	1,000,000.00	992,702.93	1,067,276.00	12,000.00
Available	42809HAC1-1-170	15-Jan-40	42809HAC1	HESS CORPORATION	1,000,000.00	1,000,000.00	992,702.93	1,067,276.00	12,000.00
Available	428236BF9-1-588	01-Dec-20	428236BF9	HEWLETT-PACKARD COMPANY	363,000.00	363,000.00	362,511.23	352,252.30	4,386.25

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	437076AS1-1-588	16-Dec-36	437076AS1	HOME DEPOT INC	350,000.00	350,000.00	311,198.04	399,523.60	5,768.92
Available	437076AS1-2-588	16-Dec-36	437076AS1	HOME DEPOT INC	2,150,000.00	2,150,000.00	1,911,645.11	2,454,216.40	35,437.67
Available	438506AS6-1-588	15-Jun-28	438506AS6	HONEYWELL INC.	4,910,000.00	4,910,000.00	5,477,650.86	5,973,952.81	92,164.79
Available	438506AS6-2-588	15-Jun-28	438506AS6	HONEYWELL INC.	790,000.00	790,000.00	881,332.83	961,185.89	14,828.96
Available	438516AT3-4-588	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	280,000.00	280,000.00	259,448.49	322,071.12	532.00
Available	438516AT3-5-588	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	280,000.00	280,000.00	259,448.49	322,071.12	532.00
Available	438516AT3-6-588	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	1,720,000.00	1,720,000.00	1,593,755.03	1,978,436.88	3,268.00
Available	438516AT3-3-588	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	420,000.00	420,000.00	389,172.74	483,106.68	798.00
Available	438516AT3-2-588	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	2,000,000.00	2,000,000.00	2,135,744.83	2,300,508.00	3,800.00
Available	438516AT3-1-588	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	2,300,000.00	2,300,000.00	2,131,184.05	2,645,584.20	4,370.00
Available	438516AT3-1-70	15-Mar-37	438516AT3	HONEYWELL INTERNATIONAL INC	3,260,000.00	3,260,000.00	3,350,065.66	3,749,828.04	6,194.00
Available	44106MAQ5-1-588	15-Aug-22	44106MAQ5	HOSPITALITY PROPERTIES TRUST	5,000,000.00	5,000,000.00	5,314,467.30	4,988,170.00	29,166.67
Available	448814EK5-2-70	01-Apr-16	448814EK5	HYDRO-QUEBEC	2,000,000.00	2,000,000.00	2,043,319.76	2,316,640.00	73,333.33
Available	44890KAC0-2-1822	17-Apr-17	44890KAC0	HYUNDAI AUTO RECEIVABLES TRUST	40,000.00	40,000.00	40,007.73	39,948.44	7.07
Available	44890KAC0-1-1805	17-Apr-17	44890KAC0	HYUNDAI AUTO RECEIVABLES TRUST	60,000.00	60,000.00	59,995.33	59,922.66	10.60
Available	44890KAC0-1-1821	17-Apr-17	44890KAC0	HYUNDAI AUTO RECEIVABLES TRUST	200,000.00	200,000.00	199,984.44	199,742.20	35.33
Available	44890KAC0-1-1822	17-Apr-17	44890KAC0	HYUNDAI AUTO RECEIVABLES TRUST	300,000.00	300,000.00	299,976.67	299,613.30	53.00
Available	44890KAC0-1-1823	17-Apr-17	44890KAC0	HYUNDAI AUTO RECEIVABLES TRUST	40,000.00	40,000.00	40,023.40	39,948.44	7.07
Available	449669AK6-1-588	15-Jan-28	449669AK6	MOSAIC GLOBAL HOLDINGS INC	650,000.00	650,000.00	669,837.61	761,657.65	9,490.00
Available	449669AK6-1-70	15-Jan-28	449669AK6	MOSAIC GLOBAL HOLDINGS INC	1,000,000.00	1,000,000.00	1,030,519.40	1,171,781.00	14,600.00
Available	449909AL4-1-588	01-Dec-13	449909AL4	ICI WILMINGTON INC.	2,950,000.00	2,950,000.00	2,949,459.82	2,974,977.65	53,468.75
Available	454624GE1-1-588	15-Jan-23	454624GE1	INDIANA BD BK	900,000.00	900,000.00	900,000.00	932,373.00	9,900.00
Available	455434BL3-2-70	01-Jun-37	455434BL3	INDIANAPOLIS POWER AND LIGHT C	2,000,000.00	2,000,000.00	1,999,520.56	2,371,852.00	42,533.33
Available	459200AP6-2-588	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	420,000.00	420,000.00	479,917.49	569,876.16	9,642.50
Available	459200AP6-3-588	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	3,000,000.00	3,000,000.00	3,426,337.51	4,070,544.00	68,875.00
Available	459200AP6-1-588	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	2,580,000.00	2,580,000.00	2,948,064.60	3,500,667.84	59,232.50
Available	459200AR2-1-132	01-Aug-27	459200AR2	INTERNATIONAL BUSINESS MACHINE	4,000,000.00	4,000,000.00	4,326,751.12	4,877,552.00	38,702.22
Available	459200AR2-2-588	01-Aug-27	459200AR2	INTERNATIONAL BUSINESS MACHINE	5,000,000.00	5,000,000.00	5,203,819.12	6,096,940.00	48,377.78
Available	459200AR2-1-148	01-Aug-27	459200AR2	INTERNATIONAL BUSINESS MACHINE	5,000,000.00	5,000,000.00	5,555,561.64	6,096,940.00	48,377.78
Available	459200AR2-1-588	01-Aug-27	459200AR2	INTERNATIONAL BUSINESS MACHINE	1,000,000.00	1,000,000.00	1,040,763.82	1,219,388.00	9,675.56
Available	459200GS4-3-588	30-Nov-39	459200GS4	INTERNATIONAL BUSINESS MACHINE	5,000,000.00	5,000,000.00	5,978,760.43	5,671,730.00	91,000.00
Available	459200GS4-1-588	30-Nov-39	459200GS4	INTERNATIONAL BUSINESS MACHINE	3,008,000.00	3,008,000.00	3,596,822.27	3,412,112.77	54,745.60
Available	459200GS4-2-588	30-Nov-39	459200GS4	INTERNATIONAL BUSINESS MACHINE	490,000.00	490,000.00	585,918.52	555,829.54	8,918.00
Available	459200HF1-1-588	20-Jun-42	459200HF1	INTERNATIONAL BUSINESS MACHINE	4,000,000.00	4,000,000.00	4,143,864.19	3,606,552.00	43,111.11
Available	459200HF1-2-588	20-Jun-42	459200HF1	INTERNATIONAL BUSINESS MACHINE	10,000,000.00	10,000,000.00	10,359,661.41	9,016,380.00	107,777.78
Available	459902AS1-1-148	15-Jun-20	459902AS1	INTERNATIONAL GAME TECHNOLOGY	2,500,000.00	2,500,000.00	2,492,143.18	2,592,957.50	38,958.33
Available	459902AS1-2-148	15-Jun-20	459902AS1	INTERNATIONAL GAME TECHNOLOGY	1,500,000.00	1,500,000.00	1,495,285.91	1,555,774.50	23,375.00
Available	460146CE1-1-70	15-Aug-21	460146CE1	INTERNATIONAL PAPER CO	1,500,000.00	1,500,000.00	1,524,109.96	1,843,194.00	13,125.00
Available	46625MCX5-1-534	15-Apr-35	46625MCX5	JP MORGAN CHASE COMMERCIAL MOR	3,000,000.00	3,000,000.00	2,994,933.41	3,072,114.00	14,835.17
Available	46625YGV9-1-132	15-Mar-46	46625YGV9	JP MORGAN CHASE COMMERCIAL MOR	1,250,000.00	1,250,000.00	1,248,928.34	1,276,433.75	4,809.95
Available	46625YGV9-1-54	15-Mar-46	46625YGV9	JP MORGAN CHASE COMMERCIAL MOR	1,250,000.00	1,250,000.00	1,248,928.34	1,276,433.75	4,809.95
Available	46625YGY3-1-54	15-Mar-46	46625YGY3	JP MORGAN CHASE COMMERCIAL MOR	700,000.00	700,000.00	699,426.92	665,872.20	2,728.46
Available	46625YNC3-3-1822	15-Jul-42	46625YNC3	JP MORGAN CHASE COMMERCIAL MOR	14,000.00	14,000.00	14,722.34	14,687.92	47.91
Available	46625YNC3-2-1822	15-Jul-42	46625YNC3	JP MORGAN CHASE COMMERCIAL MOR	41,000.00	41,000.00	43,115.42	43,014.62	140.30
Available	46625YNC3-1-1805	15-Jul-42	46625YNC3	JP MORGAN CHASE COMMERCIAL MOR	74,000.00	74,000.00	77,549.64	77,636.14	253.22
Available	46625YNC3-1-1821	15-Jul-42	46625YNC3	JP MORGAN CHASE COMMERCIAL MOR	245,000.00	245,000.00	255,594.91	257,038.57	838.36
Available	46625YNC3-1-1822	15-Jul-42	46625YNC3	JP MORGAN CHASE COMMERCIAL MOR	360,000.00	360,000.00	373,903.84	377,689.32	1,231.88
Available	46625YNC3-1-1823	15-Jul-42	46625YNC3	JP MORGAN CHASE COMMERCIAL MOR	50,000.00	50,000.00	52,567.31	52,456.85	171.09
Available	46625YNE9-1-146	15-Jul-42	46625YNE9	JP MORGAN CHASE COMMERCIAL MOR	3,620,000.00	3,620,000.00	3,444,595.42	3,807,085.22	12,497.04
Available	46625YNE9-1-70	15-Jul-42	46625YNE9	JP MORGAN CHASE COMMERCIAL MOR	2,000,000.00	2,000,000.00	1,934,852.29	2,103,362.00	6,904.44
Available	46625YSH7-1-70	15-Aug-42	46625YSH7	JP MORGAN CHASE COMMERCIAL MOR	2,000,000.00	2,000,000.00	1,790,606.90	2,104,568.00	7,216.44

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	46625YXT5-2-148	15-Dec-44	46625YXT5	JP MORGAN CHASE COMMERCIAL MOR	1,089,214.00	1,089,214.00	1,103,422.90	1,178,762.64	4,255.44
Available	46625YXT5-1-148	15-Dec-44	46625YXT5	JP MORGAN CHASE COMMERCIAL MOR	5,000,000.00	5,000,000.00	4,960,232.30	5,411,070.00	19,534.45
Available	46625YXV0-5-148	15-Dec-44	46625YXV0	JP MORGAN CHASE COMMERCIAL MOR	1,335,000.00	1,335,000.00	1,441,329.71	1,426,045.67	5,291.87
Available	46625YXV0-3-148	15-Dec-44	46625YXV0	JP MORGAN CHASE COMMERCIAL MOR	13,145,000.00	13,145,000.00	13,873,062.99	14,041,475.86	52,106.06
Available	46628FAF8-1-588	15-Apr-45	46628FAF8	JP MORGAN CHASE COMMERCIAL MOR	4,000,000.00	4,000,000.00	3,994,274.60	4,397,448.00	17,495.31
Available	46628FAM3-6-148	15-Apr-45	46628FAM3	JP MORGAN CHASE COMMERCIAL MOR	6,000,000.00	6,000,000.00	6,582,676.49	6,595,320.00	26,242.97
Available	46628FAM3-3-132	15-Apr-45	46628FAM3	JP MORGAN CHASE COMMERCIAL MOR	1,500,000.00	1,500,000.00	1,645,669.12	1,648,830.00	6,560.74
Available	46629GAE8-1-70	12-May-45	46629GAE8	JP MORGAN CHASE COMMERCIAL MOR	4,000,000.00	3,937,184.57	3,721,958.04	4,319,182.03	15,787.24
Available	46629MAF2-9-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	96,250.00	96,250.00	107,222.04	105,385.38	375.31
Available	46629MAF2-8-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	481,250.00	481,250.00	537,728.22	526,926.88	1,876.53
Available	46629MAF2-7-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	96,250.00	96,250.00	107,338.04	105,385.38	375.31
Available	46629MAF2-6-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	67,375.00	67,375.00	74,402.42	73,769.76	262.71
Available	46629MAF2-4-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	3,750.00	3,750.00	4,177.48	4,105.92	14.62
Available	46629MAF2-4-1822	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	21,000.00	21,000.00	23,481.47	22,993.17	81.88
Available	46629MAF2-3-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	18,750.00	18,750.00	20,950.45	20,529.62	73.11
Available	46629MAF2-3-1822	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	19,000.00	19,000.00	21,245.13	20,803.35	74.09
Available	46629MAF2-3-1823	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	80,000.00	80,000.00	88,094.62	87,593.04	311.94
Available	46629MAF2-2-1805	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	100,000.00	100,000.00	111,399.52	109,491.30	389.93
Available	46629MAF2-2-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	3,750.00	3,750.00	4,182.00	4,105.92	14.62
Available	46629MAF2-2-1822	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	140,000.00	140,000.00	156,128.06	153,287.82	545.90
Available	46629MAF2-2-1823	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	31,000.00	31,000.00	34,529.81	33,942.30	120.88
Available	46629MAF2-1-1805	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	21,000.00	21,000.00	23,442.36	22,993.17	81.88
Available	46629MAF2-1-1821	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	2,625.00	2,625.00	2,898.79	2,874.15	10.24
Available	46629MAF2-1-1822	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	110,000.00	110,000.00	120,654.28	120,440.43	428.92
Available	46629MAF2-1-1823	15-May-45	46629MAF2	JP MORGAN CHASE COMMERCIAL MOR	9,000.00	9,000.00	10,024.79	9,854.22	35.09
Available	46631QAD4-3-1822	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	14,000.00	14,000.00	16,058.83	15,808.87	58.58
Available	46631QAD4-2-1805	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	100,000.00	100,000.00	114,092.79	112,920.50	418.46
Available	46631QAD4-2-1821	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	100,000.00	100,000.00	114,092.79	112,920.50	418.46
Available	46631QAD4-2-1822	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	41,000.00	41,000.00	47,029.43	46,297.41	171.57
Available	46631QAD4-1-1805	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	74,000.00	74,000.00	83,994.76	83,561.17	309.66
Available	46631QAD4-1-1821	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	245,000.00	245,000.00	274,138.74	276,655.22	1,025.22
Available	46631QAD4-1-1822	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	360,000.00	360,000.00	400,118.97	406,513.80	1,506.44
Available	46631QAD4-1-1823	12-Feb-51	46631QAD4	JP MORGAN CHASE COMMERCIAL MOR	55,000.00	55,000.00	63,125.16	62,106.28	230.15
Available	478045AA5-1-70	15-Jan-42	478045AA5	JOHN SEVIER COMBINED CYCLE GEN	3,000,000.01	2,941,603.73	2,941,603.73	2,965,892.55	27,215.72
Available	478160AN4-3-588	15-Aug-37	478160AN4	JOHNSON & JOHNSON	1,800,000.00	1,800,000.00	2,041,643.98	2,193,930.00	12,495.00
Available	478160AN4-2-588	15-Aug-37	478160AN4	JOHNSON & JOHNSON	700,000.00	700,000.00	795,676.60	853,195.00	4,859.17
Available	478160AN4-1-588	15-Aug-37	478160AN4	JOHNSON & JOHNSON	4,300,000.00	4,300,000.00	4,887,727.67	5,241,055.00	29,849.17
Available	478160AT1-1-70	15-Jul-38	478160AT1	JOHNSON & JOHNSON	2,500,000.00	2,500,000.00	3,068,850.08	3,000,205.00	29,250.00
Available	478160AV6-6-588	01-Sep-40	478160AV6	JOHNSON & JOHNSON	5,000,000.00	5,000,000.00	5,042,009.43	5,100,740.00	16,250.00
Available	478160AV6-5-588	01-Sep-40	478160AV6	JOHNSON & JOHNSON	15,000,000.00	15,000,000.00	14,698,861.11	15,302,220.00	48,750.00
Available	478160AV6-4-588	01-Sep-40	478160AV6	JOHNSON & JOHNSON	5,000,000.00	5,000,000.00	4,899,620.37	5,100,740.00	16,250.00
Available	478160AV6-3-588	01-Sep-40	478160AV6	JOHNSON & JOHNSON	1,062,000.00	1,062,000.00	1,040,679.37	1,083,397.18	3,451.50
Available	478160AV6-2-588	01-Sep-40	478160AV6	JOHNSON & JOHNSON	2,090,000.00	2,090,000.00	2,048,041.31	2,132,109.32	6,792.50
Available	478160AV6-1-588	01-Sep-40	478160AV6	JOHNSON & JOHNSON	11,848,000.00	11,848,000.00	11,610,140.43	12,086,713.50	38,506.00
Available	478160AV6-1-70	01-Sep-40	478160AV6	JOHNSON & JOHNSON	2,615,000.00	2,615,000.00	2,636,970.93	2,667,687.02	8,498.75
Available	478160BA1-3-1822	15-May-41	478160BA1	JOHNSON & JOHNSON	5,000.00	5,000.00	6,114.05	5,356.01	88.92
Available	478160BA1-3-588	15-May-41	478160BA1	JOHNSON & JOHNSON	1,771,000.00	1,771,000.00	1,759,696.52	1,897,096.97	31,494.28
Available	478160BA1-1-1822	15-May-41	478160BA1	JOHNSON & JOHNSON	190,000.00	190,000.00	240,884.73	203,528.19	3,378.83
Available	478160BA1-1-545	15-May-41	478160BA1	JOHNSON & JOHNSON	25,000.00	25,000.00	24,840.44	26,780.03	444.58
Available	478160BA1-1-164	15-May-41	478160BA1	JOHNSON & JOHNSON	2,290,000.00	2,290,000.00	2,275,383.99	2,453,050.29	40,723.83
Available	478160BA1-6-588	15-May-41	478160BA1	JOHNSON & JOHNSON	5,000,000.00	5,000,000.00	4,968,087.30	5,356,005.00	88,916.67

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	478160BA1-5-588	15-May-41	478160BA1	JOHNSON & JOHNSON	1,000,000.00	1,000,000.00	993,617.46	1,071,201.00	17,783.33
Available	478160BA1-2-1821	15-May-41	478160BA1	JOHNSON & JOHNSON	35,000.00	35,000.00	42,505.92	37,492.04	622.42
Available	478160BA1-2-588	15-May-41	478160BA1	JOHNSON & JOHNSON	3,480,000.00	3,480,000.00	3,457,788.76	3,727,779.48	61,886.00
Available	478160BA1-1-1821	15-May-41	478160BA1	JOHNSON & JOHNSON	130,000.00	130,000.00	162,432.87	139,256.13	2,311.83
Available	478160BA1-4-588	15-May-41	478160BA1	JOHNSON & JOHNSON	60,000.00	60,000.00	59,617.05	64,272.06	1,067.00
Available	478160BA1-1-39	15-May-41	478160BA1	JOHNSON & JOHNSON	10,000.00	10,000.00	9,936.17	10,712.01	177.83
Available	478160BA1-1-588	15-May-41	478160BA1	JOHNSON & JOHNSON	19,749,000.00	19,749,000.00	19,622,951.24	21,155,148.55	351,203.05
Available	478165AF0-1-588	15-Feb-33	478165AF0	SC JOHNSON & SON INC	2,000,000.00	2,000,000.00	1,959,379.93	2,192,030.00	13,416.67
Available	478366AN7-2-21	15-Jan-36	478366AN7	JOHNSON CONTROLS INC.	500,000.00	500,000.00	498,179.08	540,489.00	6,000.00
Available	478366AN7-1-21	15-Jan-36	478366AN7	JOHNSON CONTROLS INC.	500,000.00	500,000.00	493,955.41	540,489.00	6,000.00
Available	485134BH2-3-588	15-Nov-35	485134BH2	KANSAS CITY POWER & LIGHT COMP	280,000.00	280,000.00	278,489.45	310,194.36	6,211.33
Available	485134BH2-2-588	15-Nov-35	485134BH2	KANSAS CITY POWER & LIGHT COMP	2,000,000.00	2,000,000.00	1,989,210.33	2,215,674.00	44,366.67
Available	485134BH2-1-588	15-Nov-35	485134BH2	KANSAS CITY POWER & LIGHT COMP	3,000,000.00	3,000,000.00	2,983,866.64	3,323,511.00	66,550.00
Available	485134BH2-4-588	15-Nov-35	485134BH2	KANSAS CITY POWER & LIGHT COMP	1,720,000.00	1,720,000.00	1,710,720.89	1,905,479.64	38,155.33
Available	485188AK2-2-588	15-May-43	485188AK2	KANSAS CITY SOUTHERN RAILWAY	5,000,000.00	5,000,000.00	5,004,695.63	4,425,405.00	88,388.89
Available	485188AK2-1-588	15-May-43	485188AK2	KANSAS CITY SOUTHERN RAILWAY	10,000,000.00	10,000,000.00	9,908,375.30	8,850,810.00	176,777.78
Available	485260BK8-2-588	15-Dec-37	485260BK8	KANSAS GAS AND ELECTRIC COMPAN	700,000.00	700,000.00	660,156.88	852,500.60	12,951.17
Available	485424NF8-1-588	01-Sep-35	485424NF8	KANSAS ST DEPT TRANSN	15,000,000.00	15,000,000.00	15,000,000.00	15,215,700.00	49,790.00
Available	487836AT5-3-70	01-Apr-31	487836AT5	KELLOGG COMPANY	3,000,000.00	3,000,000.00	3,661,495.74	3,833,466.00	109,266.67
Available	487836AT5-2-588	01-Apr-31	487836AT5	KELLOGG COMPANY	240,000.00	240,000.00	292,919.66	306,677.28	8,741.33
Available	487836AT5-1-588	01-Apr-31	487836AT5	KELLOGG COMPANY	1,510,000.00	1,510,000.00	1,842,952.86	1,929,511.22	54,997.56
Available	487836AT5-3-588	01-Apr-31	487836AT5	KELLOGG COMPANY	2,000,000.00	2,000,000.00	2,400,971.76	2,555,644.00	72,844.44
Available	494550BD7-1-588	01-Sep-39	494550BD7	KINDER MORGAN ENERGY PARTNERS	1,000,000.00	1,000,000.00	991,520.67	1,088,697.00	4,694.44
Available	494550BD7-1-146	01-Sep-39	494550BD7	KINDER MORGAN ENERGY PARTNERS	6,000,000.00	6,000,000.00	5,949,123.99	6,532,182.00	28,166.67
Available	494550BD7-1-70	01-Sep-39	494550BD7	KINDER MORGAN ENERGY PARTNERS	1,000,000.00	1,000,000.00	991,520.67	1,088,697.00	4,694.44
Available	496902AH0-1-70	01-Sep-16	496902AH0	KINROSS GOLD CORP	3,000,000.00	3,000,000.00	2,992,603.27	2,997,333.00	7,854.17
Available	500255AQ7-1-70	15-Dec-37	500255AQ7	KOHL'S CORP	1,000,000.00	1,000,000.00	994,951.96	1,114,733.00	19,479.17
Available	500255AQ7-2-588	15-Dec-37	500255AQ7	KOHL'S CORP	700,000.00	700,000.00	820,564.32	780,313.10	13,635.42
Available	500255AQ7-1-588	15-Dec-37	500255AQ7	KOHL'S CORP	4,300,000.00	4,300,000.00	5,040,609.39	4,793,351.90	83,760.42
Available	50075NAC8-5-588	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	1,950,000.00	1,950,000.00	2,192,236.72	2,246,786.10	51,404.17
Available	50075NAC8-4-21	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	3,000,000.00	3,000,000.00	3,064,343.56	3,456,594.00	79,083.33
Available	50075NAC8-4-588	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	1,050,000.00	1,050,000.00	1,180,435.16	1,209,807.90	27,679.17
Available	50075NAC8-4-70	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	2,000,000.00	2,000,000.00	2,269,909.06	2,304,396.00	52,722.22
Available	50075NAC8-3-588	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	580,000.00	580,000.00	637,744.46	668,274.84	15,289.44
Available	50075NAC8-2-588	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	150,000.00	150,000.00	164,933.91	172,829.70	3,954.17
Available	50075NAC8-1-588	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	270,000.00	270,000.00	296,881.04	311,093.46	7,117.50
Available	50075NAC8-1-1619	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	2,000,000.00	2,000,000.00	2,035,956.24	2,304,396.00	52,722.22
Available	50075NAC8-1-70	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	2,000,000.00	2,000,000.00	2,237,082.79	2,304,396.00	52,722.22
Available	50075NAR5-1-148	11-Aug-37	50075NAR5	MONDELEZ INTERNATIONAL INC	5,000,000.00	5,000,000.00	4,934,952.61	6,087,310.00	44,722.22
Available	50075NAR5-1-21	11-Aug-37	50075NAR5	MONDELEZ INTERNATIONAL INC	4,170,000.00	4,170,000.00	4,115,750.48	5,076,816.54	37,298.33
Available	50075NAT1-2-148	01-Feb-38	50075NAT1	MONDELEZ INTERNATIONAL INC	3,000,000.00	3,000,000.00	3,312,910.25	3,626,715.00	32,083.33
Available	50075NAT1-1-148	01-Feb-38	50075NAT1	MONDELEZ INTERNATIONAL INC	7,000,000.00	7,000,000.00	7,730,123.91	8,462,335.00	74,861.11
Available	50075NAZ7-4-164	09-Feb-40	50075NAZ7	MONDELEZ INTERNATIONAL INC	1,850,000.00	1,850,000.00	1,963,404.16	2,177,409.30	16,033.33
Available	50075NAZ7-3-148	09-Feb-40	50075NAZ7	MONDELEZ INTERNATIONAL INC	3,400,000.00	3,400,000.00	3,608,418.46	4,001,725.20	29,466.67
Available	50076QAE6-1-588	04-Jun-42	50076QAE6	KRAFT FOODS GROUP INC	2,505,000.00	2,505,000.00	2,487,453.57	2,481,563.22	39,314.58
Available	50076QAY2-1-164	05-Jun-17	50076QAY2	KRAFT FOODS GROUP INC	3,380,000.00	3,380,000.00	3,375,321.53	3,445,832.26	23,660.00
Available	501044BM2-4-21	15-Dec-18	501044BM2	KROGER CO (THE)	3,000,000.00	3,000,000.00	3,167,099.06	3,583,599.00	57,800.00
Available	501044BM2-3-21	15-Dec-18	501044BM2	KROGER CO (THE)	2,000,000.00	2,000,000.00	2,111,399.37	2,389,066.00	38,533.33
Available	501044BZ3-3-588	01-Apr-31	501044BZ3	KROGER CO (THE)	1,000,000.00	1,000,000.00	1,104,755.70	1,230,427.00	36,666.67
Available	501044BZ3-1-588	01-Apr-31	501044BZ3	KROGER CO (THE)	580,000.00	580,000.00	640,758.31	713,647.66	21,266.67
Available	501044BZ3-6-588	01-Apr-31	501044BZ3	KROGER CO (THE)	140,000.00	140,000.00	154,665.80	172,259.78	5,133.33

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Available	501044BZ3-5-588	01-Apr-31	501044BZ3	KROGER CO (THE)	140,000.00	140,000.00	154,665.80	172,259.78	5,133.33
Available	501044BZ3-2-588	01-Apr-31	501044BZ3	KROGER CO (THE)	1,000,000.00	1,000,000.00	1,104,755.70	1,230,427.00	36,666.67
Available	501044BZ3-4-588	01-Apr-31	501044BZ3	KROGER CO (THE)	140,000.00	140,000.00	154,665.80	172,259.78	5,133.33
Available	501044CH2-11-148	15-Jan-20	501044CH2	KROGER CO (THE)	1,500,000.00	1,500,000.00	1,489,350.03	1,726,884.00	18,450.00
Available	501044CH2-10-148	15-Jan-20	501044CH2	KROGER CO (THE)	10,000,000.00	10,000,000.00	10,109,497.88	11,512,560.00	123,000.00
Available	501044CH2-9-148	15-Jan-20	501044CH2	KROGER CO (THE)	9,000,000.00	9,000,000.00	8,936,100.17	10,361,304.00	110,700.00
Available	501044CH2-8-148	15-Jan-20	501044CH2	KROGER CO (THE)	385,000.00	385,000.00	382,266.51	443,233.56	4,735.50
Available	501044CH2-6-148	15-Jan-20	501044CH2	KROGER CO (THE)	5,000,000.00	5,000,000.00	4,964,500.09	5,756,280.00	61,500.00
Available	501044CH2-5-148	15-Jan-20	501044CH2	KROGER CO (THE)	5,000,000.00	5,000,000.00	4,991,717.85	5,756,280.00	61,500.00
Available	501044CH2-3-148	15-Jan-20	501044CH2	KROGER CO (THE)	500,000.00	500,000.00	496,450.01	575,628.00	6,150.00
Available	50177AAE9-2-588	15-Jul-44	50177AAE9	LB COMMERCIAL CONDUIT MORTGAGE	1,000,000.00	1,000,000.00	1,071,196.41	1,126,354.00	2,702.56
Available	50177AAE9-1-588	15-Jul-44	50177AAE9	LB COMMERCIAL CONDUIT MORTGAGE	3,000,000.00	3,000,000.00	3,004,459.81	3,379,062.00	8,107.67
Available	50179AAE7-2-148	15-Feb-40	50179AAE7	LB-UBS COMMERCIAL MORTGAGE TRU	1,800,000.00	1,800,000.00	2,035,456.42	1,993,896.00	4,339.20
Available	50179AAE7-1-132	15-Feb-40	50179AAE7	LB-UBS COMMERCIAL MORTGAGE TRU	2,000,000.00	2,000,000.00	2,246,431.71	2,215,440.00	4,821.33
Available	50179AAE7-1-21	15-Feb-40	50179AAE7	LB-UBS COMMERCIAL MORTGAGE TRU	1,000,000.00	1,000,000.00	1,123,215.85	1,107,720.00	2,410.67
Available	50179AAE7-5-148	15-Feb-40	50179AAE7	LB-UBS COMMERCIAL MORTGAGE TRU	5,000,000.00	5,000,000.00	5,618,504.79	5,538,600.00	12,053.33
Available	50179AAE7-3-148	15-Feb-40	50179AAE7	LB-UBS COMMERCIAL MORTGAGE TRU	2,000,000.00	2,000,000.00	2,246,431.71	2,215,440.00	4,821.33
Available	50179MAE1-1-588	15-Sep-39	50179MAE1	LB-UBS COMMERCIAL MORTGAGE TRU	1,000,000.00	1,000,000.00	924,956.22	1,100,221.00	2,387.56
Available	50179MAE1-1-70	15-Sep-39	50179MAE1	LB-UBS COMMERCIAL MORTGAGE TRU	5,000,000.00	5,000,000.00	4,695,147.74	5,501,105.00	11,937.78
Available	50247VAB5-1-70	15-Jul-43	50247VAB5	LYONDELLBASELL INDUSTRIES NV	7,000,000.00	7,000,000.00	7,101,244.49	6,924,820.00	72,479.17
Available	52108H6Y5-3-148	15-Sep-40	52108H6Y5	LB-UBS COMMERCIAL MORTGAGE TRU	5,000,000.00	5,000,000.00	4,971,594.94	5,339,335.00	11,148.89
Available	52108H6Y5-2-148	15-Sep-40	52108H6Y5	LB-UBS COMMERCIAL MORTGAGE TRU	10,000,000.00	10,000,000.00	10,036,610.37	10,678,670.00	22,297.78
Available	52108H6Y5-1-148	15-Sep-40	52108H6Y5	LB-UBS COMMERCIAL MORTGAGE TRU	15,000,000.00	15,000,000.00	14,914,784.83	16,018,005.00	33,446.67
Available	52108H6Z2-1-148	15-Sep-40	52108H6Z2	LB-UBS COMMERCIAL MORTGAGE TRU	9,350,000.00	9,350,000.00	9,233,631.98	9,828,130.95	21,014.64
Available	534187AR0-2-588	07-Apr-36	534187AR0	LINCOLN NATIONAL CORPORATION	280,000.00	280,000.00	283,034.89	318,209.92	8,131.67
Available	534187AR0-1-588	07-Apr-36	534187AR0	LINCOLN NATIONAL CORPORATION	1,720,000.00	1,720,000.00	1,738,642.92	1,954,718.08	49,951.67
Available	544152AA9-2-588	23-Jun-19	544152AA9	LORILLARD TOBACCO CO	2,189,000.00	2,189,000.00	2,189,000.00	2,653,046.11	46,440.24
Available	544152AA9-1-588	23-Jun-19	544152AA9	LORILLARD TOBACCO CO	4,300,000.00	4,300,000.00	4,300,000.00	5,211,557.00	91,225.69
Available	544152AA9-3-588	23-Jun-19	544152AA9	LORILLARD TOBACCO CO	24,411,000.00	24,411,000.00	24,411,000.00	29,585,887.89	517,886.15
Available	544152AE1-1-588	04-Aug-41	544152AE1	LORILLARD TOBACCO CO	1,500,000.00	1,500,000.00	1,780,420.05	1,581,417.00	15,458.33
Available	54438CNZ1-1-588	01-Aug-42	54438CNZ1	LOS ANGELES CALIF CMNTY COLLEG	3,900,000.00	3,900,000.00	4,508,634.57	4,676,685.00	40,040.00
Available	54438CNZ1-2-588	01-Aug-42	54438CNZ1	LOS ANGELES CALIF CMNTY COLLEG	630,000.00	630,000.00	728,317.89	755,464.50	6,468.00
Available	54438CPA4-15-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	1,880,000.00	1,880,000.00	2,221,830.39	2,321,160.80	19,740.00
Available	54438CPA4-3-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	1,000,000.00	1,000,000.00	1,057,511.26	1,234,660.00	10,500.00
Available	54438CPA4-7-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	4,000,000.00	4,000,000.00	5,375,905.84	4,938,640.00	42,000.00
Available	54438CPA4-4-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	1,090,000.00	1,090,000.00	1,288,188.90	1,345,779.40	11,445.00
Available	54438CPA4-16-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	2,000,000.00	2,000,000.00	2,115,022.52	2,469,320.00	21,000.00
Available	54438CPA4-14-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	1,400,000.00	1,400,000.00	1,444,629.14	1,728,524.00	14,700.00
Available	54438CPA4-13-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	700,000.00	700,000.00	740,257.88	864,262.00	7,350.00
Available	54438CPA4-6-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	130,000.00	130,000.00	135,369.29	160,505.80	1,365.00
Available	54438CPA4-5-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	1,145,000.00	1,145,000.00	1,353,189.26	1,413,685.70	12,022.50
Available	54438CPA4-2-588	01-Aug-49	54438CPA4	LOS ANGELES CALIF CMNTY COLLEG	12,765,000.00	12,765,000.00	15,085,992.00	15,760,434.90	134,032.50
Available	544495WA8-2-588	01-Jul-50	544495WA8	LOS ANGELES CALIF DEPT WTR & P	1,500,000.00	1,500,000.00	1,500,000.00	1,862,160.00	23,660.75
Available	544495WA8-1-588	01-Jul-50	544495WA8	LOS ANGELES CALIF DEPT WTR & P	50,000.00	50,000.00	52,880.44	62,072.00	788.69
Available	544646ZR6-1-588	01-Jul-34	544646ZR6	LOS ANGELES CALIF UNI SCH DIST	55,000.00	55,000.00	67,724.95	67,282.60	887.93
Available	546268AG8-1-588	01-Dec-23	546268AG8	LOUISIANA LAND AND EXPLORATION	5,000,000.00	5,000,000.00	4,820,413.73	6,457,155.00	123,250.00
Available	546589QW5-4-588	15-May-40	546589QW5	LOUISVILLE & JEFFERSON CNTY KY	4,300,000.00	4,300,000.00	4,288,376.89	4,878,995.00	94,284.67
Available	546589QW5-3-588	15-May-40	546589QW5	LOUISVILLE & JEFFERSON CNTY KY	700,000.00	700,000.00	698,107.87	794,255.00	15,348.67
Available	546589QW5-2-588	15-May-40	546589QW5	LOUISVILLE & JEFFERSON CNTY KY	700,000.00	700,000.00	698,107.87	794,255.00	15,348.67
Available	546589QW5-1-588	15-May-40	546589QW5	LOUISVILLE & JEFFERSON CNTY KY	4,300,000.00	4,300,000.00	4,288,376.89	4,878,995.00	94,284.67
Available	546676AU1-3-588	15-Nov-40	546676AU1	LOUISVILLE GAS AND ELECTRIC CO	2,000,000.00	2,000,000.00	1,979,048.78	2,154,608.00	37,583.33

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Available	546676AU1-2-588	15-Nov-40	546676AU1	LOUISVILLE GAS AND ELECTRIC CO	2,150,000.00	2,150,000.00	2,127,477.44	2,316,203.60	40,402.08
Available	546676AU1-1-588	15-Nov-40	546676AU1	LOUISVILLE GAS AND ELECTRIC CO	350,000.00	350,000.00	346,333.53	377,056.40	6,577.08
Available	548661CL9-2-588	15-Oct-36	548661CL9	LOWES COMPANIES INC	280,000.00	280,000.00	271,583.76	308,732.76	7,308.00
Available	548661CL9-1-588	15-Oct-36	548661CL9	LOWES COMPANIES INC	1,720,000.00	1,720,000.00	1,668,300.27	1,896,501.24	44,892.00
Available	548661CL9-1-70	15-Oct-36	548661CL9	LOWES COMPANIES INC	2,000,000.00	2,000,000.00	2,344,160.95	2,205,234.00	52,200.00
Available	548661CP0-3-588	15-Sep-37	548661CP0	LOWES COMPANIES INC	652,000.00	652,000.00	761,505.77	787,576.23	1,445.27
Available	548661CP0-2-588	15-Sep-37	548661CP0	LOWES COMPANIES INC	1,280,000.00	1,280,000.00	1,494,980.66	1,546,161.92	2,837.33
Available	548661CP0-1-588	15-Sep-37	548661CP0	LOWES COMPANIES INC	7,268,000.00	7,268,000.00	8,488,687.04	8,779,300.65	16,110.73
Available	548661CR6-1-588	15-Apr-40	548661CR6	LOWES COMPANIES INC	1,000,000.00	1,000,000.00	999,153.14	1,105,562.00	26,100.00
Available	549271AE4-1-1141	01-Oct-14	549271AE4	LUBRIZOL CORPORATION (THE)	1,250,000.00	1,250,000.00	1,243,690.43	1,312,035.00	33,611.11
Available	549271AE4-1-148	01-Oct-14	549271AE4	LUBRIZOL CORPORATION (THE)	1,050,000.00	1,050,000.00	1,044,699.96	1,102,109.40	28,233.33
Available	549271AE4-2-1141	01-Oct-14	549271AE4	LUBRIZOL CORPORATION (THE)	200,000.00	200,000.00	198,990.47	209,925.60	5,377.78
Available	55616XAG2-1-588	15-Jan-42	55616XAG2	MACYS RETAIL HOLDINGS INC	1,555,000.00	1,555,000.00	1,675,079.86	1,499,394.76	15,938.75
Available	559080AA4-3-70	01-Jun-14	559080AA4	MAGELLAN MIDSTREAM PARTNERS LP	2,000,000.00	2,000,000.00	2,010,830.37	2,076,602.00	41,566.67
Available	564759QB7-6-70	01-Dec-21	564759QB7	MANUFACTURERS AND TRADERS TRUS	1,760,000.00	1,760,000.00	1,760,000.00	1,805,760.00	31,922.68
Available	564759QB7-5-70	01-Dec-21	564759QB7	MANUFACTURERS AND TRADERS TRUS	1,480,000.00	1,480,000.00	1,480,000.00	1,518,480.00	26,844.08
Available	565849AB2-6-588	15-Mar-32	565849AB2	MARATHON OIL CORP	2,000,000.00	2,000,000.00	2,202,682.85	2,370,960.00	4,533.33
Available	565849AB2-4-588	15-Mar-32	565849AB2	MARATHON OIL CORP	280,000.00	280,000.00	318,599.67	331,934.40	634.67
Available	565849AB2-3-588	15-Mar-32	565849AB2	MARATHON OIL CORP	560,000.00	560,000.00	637,199.34	663,868.80	1,269.33
Available	565849AB2-2-588	15-Mar-32	565849AB2	MARATHON OIL CORP	560,000.00	560,000.00	621,526.99	663,868.80	1,269.33
Available	565849AB2-1-70	15-Mar-32	565849AB2	MARATHON OIL CORP	1,000,000.00	1,000,000.00	1,054,537.49	1,185,480.00	2,266.67
Available	565849AB2-5-588	15-Mar-32	565849AB2	MARATHON OIL CORP	4,000,000.00	4,000,000.00	4,218,149.96	4,741,920.00	9,066.67
Available	565849AB2-1-588	15-Mar-32	565849AB2	MARATHON OIL CORP	3,440,000.00	3,440,000.00	3,817,951.53	4,078,051.20	7,797.33
Available	565849AB2-7-588	15-Mar-32	565849AB2	MARATHON OIL CORP	160,000.00	160,000.00	182,056.95	189,676.80	362.67
Available	56585AAF9-3-588	01-Mar-41	56585AAF9	MARATHON PETROLEUM CORP	1,250,000.00	1,250,000.00	1,533,656.81	1,369,907.50	5,868.06
Available	56585AAF9-4-588	01-Mar-41	56585AAF9	MARATHON PETROLEUM CORP	7,901,000.00	7,901,000.00	8,470,607.25	8,658,911.33	37,090.81
Available	56585AAF9-1-588	01-Mar-41	56585AAF9	MARATHON PETROLEUM CORP	1,390,000.00	1,390,000.00	1,490,209.35	1,523,337.14	6,525.28
Available	56585AAF9-2-588	01-Mar-41	56585AAF9	MARATHON PETROLEUM CORP	709,000.00	709,000.00	760,113.98	777,011.53	3,328.36
Available	571748AQ5-1-70	15-Apr-19	571748AQ5	MARSH & MCLENNAN COMPANIES INC	5,000,000.00	5,000,000.00	5,814,283.21	6,479,620.00	208,125.00
Available	571903AJ2-1-70	01-Mar-19	571903AJ2	MARRIOTT INTERNATIONAL INC	5,000,000.00	5,000,000.00	5,084,771.81	5,059,595.00	10,833.33
Available	574300HZ5-1-588	01-Jul-43	574300HZ5	MARYLAND ST TRANSN AUTH	700,000.00	700,000.00	700,000.00	782,180.00	9,846.04
Available	574300HZ5-2-588	01-Jul-43	574300HZ5	MARYLAND ST TRANSN AUTH	4,300,000.00	4,300,000.00	4,300,000.00	4,804,820.00	60,482.84
Available	575718AA9-8-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	280,000.00	280,000.00	278,831.60	332,510.36	3,745.78
Available	575718AA9-11-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	4,300,000.00	4,300,000.00	4,282,056.76	5,106,409.10	57,524.44
Available	575718AA9-10-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	3,002,000.00	3,002,000.00	2,989,473.11	3,564,986.07	40,160.09
Available	575718AA9-9-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	700,000.00	700,000.00	697,079.01	831,275.90	9,364.44
Available	575718AA9-7-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	420,000.00	420,000.00	418,247.40	498,765.54	5,618.67
Available	575718AA9-6-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	490,000.00	490,000.00	487,955.30	581,893.13	6,555.11
Available	575718AA9-5-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	4,710,000.00	4,710,000.00	4,690,345.89	5,593,299.27	63,009.33
Available	575718AA9-4-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	2,000,000.00	2,000,000.00	2,130,700.61	2,375,074.00	26,755.56
Available	575718AA9-3-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	3,000,000.00	3,000,000.00	3,184,631.48	3,562,611.00	40,133.33
Available	575718AA9-2-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	3,500,000.00	3,500,000.00	3,716,102.76	4,156,379.50	46,822.22
Available	575718AA9-1-588	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	24,973,000.00	24,973,000.00	24,868,791.48	29,656,361.50	334,083.24
Available	57582PWH9-1-588	01-Aug-31	57582PWH9	COMMONWEALTH OF MASSACHUSETTS	80,000.00	80,000.00	70,519.88	78,546.40	560.00
Available	58013MEC4-1-148	15-Oct-37	58013MEC4	MCDONALDS CORPORATION	7,290,000.00	7,290,000.00	8,130,446.48	9,042,151.50	206,671.50
Available	58013MEC4-1-588	15-Oct-37	58013MEC4	MCDONALDS CORPORATION	1,000,000.00	1,000,000.00	1,115,287.58	1,240,350.00	28,350.00
Available	58013MEF7-5-588	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	706,000.00	706,000.00	777,023.30	878,319.07	3,212.30
Available	58013MEF7-4-588	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	560,000.00	560,000.00	616,335.76	696,683.68	2,548.00
Available	58013MEF7-3-588	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	830,000.00	830,000.00	913,497.65	1,032,584.74	3,776.50
Available	58013MEF7-2-588	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	5,970,000.00	5,970,000.00	7,113,375.28	7,427,145.66	27,163.50
Available	58013MEF7-1-588	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	1,904,000.00	1,904,000.00	2,095,541.60	2,368,724.51	8,663.20

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	58013MEH3-3-588	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	2,500,000.00	2,500,000.00	2,394,563.44	2,908,045.00	22,166.67
Available	58013MEH3-2-148	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	5,000,000.00	5,000,000.00	4,789,126.89	5,816,090.00	44,333.33
Available	58013MEH3-1-588	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	1,720,000.00	1,720,000.00	1,887,849.82	2,000,734.96	15,250.67
Available	58013MEH3-1-70	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	4,000,000.00	4,000,000.00	5,106,757.02	4,652,872.00	35,466.67
Available	58013MEH3-3-148	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	1,230,000.00	1,230,000.00	1,355,115.84	1,430,758.14	10,906.00
Available	58013MEH3-2-588	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	280,000.00	280,000.00	307,324.39	325,701.04	2,482.67
Available	582839AF3-1-148	01-Nov-39	582839AF3	MEAD JOHNSON NUTRITION CO	5,000,000.00	5,000,000.00	4,998,350.02	5,479,920.00	119,638.89
Available	582839AF3-1-1141	01-Nov-39	582839AF3	MEAD JOHNSON NUTRITION CO	2,000,000.00	2,000,000.00	2,028,223.13	2,191,968.00	47,855.56
Available	585055AQ9-1-588	15-Mar-39	585055AQ9	MEDTRONIC INC	3,900,000.00	3,900,000.00	4,673,557.58	4,853,694.30	8,450.00
Available	585055AQ9-1-70	15-Mar-39	585055AQ9	MEDTRONIC INC	2,000,000.00	2,000,000.00	2,418,512.28	2,489,074.00	4,333.33
Available	585055AT3-1-588	15-Mar-40	585055AT3	MEDTRONIC INC	2,580,000.00	2,580,000.00	2,574,964.10	2,884,055.58	4,773.00
Available	585055AT3-1-70	15-Mar-40	585055AT3	MEDTRONIC INC	1,500,000.00	1,500,000.00	1,591,093.55	1,676,776.50	2,775.00
Available	585055AT3-4-588	15-Mar-40	585055AT3	MEDTRONIC INC	9,500,000.00	9,500,000.00	9,481,456.94	10,619,584.50	17,575.00
Available	585055AT3-2-588	15-Mar-40	585055AT3	MEDTRONIC INC	420,000.00	420,000.00	419,180.20	469,497.42	777.00
Available	585055AT3-5-588	15-Mar-40	585055AT3	MEDTRONIC INC	500,000.00	500,000.00	526,702.23	558,925.50	925.00
Available	585055AT3-3-588	15-Mar-40	585055AT3	MEDTRONIC INC	4,000,000.00	4,000,000.00	4,242,916.12	4,471,404.00	7,400.00
Available	585055AW6-1-588	15-Mar-42	585055AW6	MEDTRONIC INC	8,500,000.00	8,500,000.00	8,486,314.82	8,271,341.50	12,750.00
Available	58933YAJ4-1-70	18-May-43	58933YAJ4	MERCK & CO INC	5,000,000.00	5,000,000.00	5,074,362.16	4,651,730.00	73,201.39
Available	59022CAJ2-1-588	29-Jan-37	59022CAJ2	MERRILL LYNCH & CO INC	1,610,000.00	1,610,000.00	1,270,232.04	1,658,237.21	15,848.66
Available	59156RAJ7-4-70	15-Jun-34	59156RAJ7	METLIFE INC	2,000,000.00	2,000,000.00	2,263,572.34	2,406,822.00	36,125.00
Available	59156RAJ7-3-588	15-Jun-34	59156RAJ7	METLIFE INC	7,901,000.00	7,901,000.00	8,333,811.40	9,508,150.31	142,711.81
Available	59156RAJ7-2-588	15-Jun-34	59156RAJ7	METLIFE INC	709,000.00	709,000.00	747,838.54	853,218.40	12,806.31
Available	59156RAJ7-1-588	15-Jun-34	59156RAJ7	METLIFE INC	1,390,000.00	1,390,000.00	1,466,143.25	1,672,741.29	25,106.88
Available	59156RAJ7-1-70	15-Jun-34	59156RAJ7	METLIFE INC	2,000,000.00	2,000,000.00	2,263,572.34	2,406,822.00	36,125.00
Available	592112DR4-1-588	01-Jul-34	592112DR4	MET GOVT NASHVILLE & DAVIDSON	4,000,000.00	4,000,000.00	4,000,000.00	4,338,440.00	54,533.56
Available	59259YBZ1-2-588	15-Nov-39	59259YBZ1	METROPOLITAN TRANS AUTH N Y	210,000.00	210,000.00	210,000.00	245,842.80	5,118.96
Available	59259YBZ1-1-588	15-Nov-39	59259YBZ1	METROPOLITAN TRANS AUTH N Y	1,290,000.00	1,290,000.00	1,290,000.00	1,510,177.20	31,445.04
Available	59259YDC0-1-70	15-Nov-40	59259YDC0	METROPOLITAN TRANS AUTH N Y	2,000,000.00	2,000,000.00	2,000,000.00	2,357,520.00	49,038.00
Available	594457BT9-2-588	15-Mar-33	594457BT9	DTE GAS CO	280,000.00	280,000.00	277,331.53	299,787.04	532.00
Available	594457BT9-1-588	15-Mar-33	594457BT9	DTE GAS CO	280,000.00	280,000.00	277,331.53	299,787.04	532.00
Available	594457BT9-4-588	15-Mar-33	594457BT9	DTE GAS CO	1,440,000.00	1,440,000.00	1,426,276.42	1,541,761.92	2,736.00
Available	594457BT9-3-588	15-Mar-33	594457BT9	DTE GAS CO	2,000,000.00	2,000,000.00	1,994,125.33	2,141,336.00	3,800.00
Available	594918AJ3-2-588	01-Oct-40	594918AJ3	MICROSOFT CORPORATION	5,860,000.00	5,860,000.00	5,799,401.00	5,602,581.92	128,920.00
Available	594918AJ3-3-588	01-Oct-40	594918AJ3	MICROSOFT CORPORATION	2,980,000.00	2,980,000.00	2,949,183.44	2,849,094.56	65,560.00
Available	594918AJ3-1-588	01-Oct-40	594918AJ3	MICROSOFT CORPORATION	33,230,000.00	33,230,000.00	32,886,364.35	31,770,272.56	731,060.00
Available	59562VAM9-1-588	01-Apr-36	59562VAM9	MIDAMERICAN ENERGY HOLDINGS CO	3,000,000.00	3,000,000.00	2,998,989.17	3,381,993.00	89,833.33
Available	602366MV5-1-588	15-Feb-27	602366MV5	MILWAUKEE WIS	5,000,000.00	5,000,000.00	5,000,000.00	5,363,250.00	30,625.00
Available	603923AQ6-2-588	01-Dec-25	603923AQ6	MINNEAPOLIS MINN DEV REV	1,200,000.00	1,200,000.00	1,200,000.00	1,227,900.00	23,780.00
Available	603923AQ6-1-588	01-Dec-25	603923AQ6	MINNEAPOLIS MINN DEV REV	5,000,000.00	5,000,000.00	5,000,000.00	5,116,250.00	99,083.33
Available	60636CTN9-1-588	01-Mar-24	60636CTN9	MISSOURI ST DEV FIN BRD INFRAS	7,000,000.00	7,000,000.00	6,941,691.59	7,057,330.00	30,333.33
Available	60871RAD2-2-70	01-May-42	60871RAD2	MOLSON COORS BREWING CO	2,500,000.00	2,500,000.00	2,545,107.45	2,447,127.50	50,694.44
Available	60871RAD2-1-70	01-May-42	60871RAD2	MOLSON COORS BREWING CO	2,000,000.00	2,000,000.00	2,038,257.35	1,957,702.00	40,555.56
Available	61166WAC5-12-70	30-Jul-35	61166WAC5	MONSANTO COMPANY	1,000,000.00	1,000,000.00	992,633.01	1,108,154.00	8,708.33
Available	61166WAC5-13-70	30-Jul-35	61166WAC5	MONSANTO COMPANY	500,000.00	500,000.00	498,198.27	554,077.00	4,354.17
Available	61166WAC5-11-70	30-Jul-35	61166WAC5	MONSANTO COMPANY	1,000,000.00	1,000,000.00	996,396.54	1,108,154.00	8,708.33
Available	61166WAC5-10-70	30-Jul-35	61166WAC5	MONSANTO COMPANY	500,000.00	500,000.00	496,316.51	554,077.00	4,354.17
Available	61166WAC5-9-70	30-Jul-35	61166WAC5	MONSANTO COMPANY	500,000.00	500,000.00	498,198.27	554,077.00	4,354.17
Available	61166WAE1-1-588	15-Aug-25	61166WAE1	MONSANTO COMPANY	3,000,000.00	3,000,000.00	2,802,542.63	3,470,307.00	19,250.00
Available	61166WAE1-3-588	15-Aug-25	61166WAE1	MONSANTO COMPANY	1,720,000.00	1,720,000.00	1,714,096.37	1,989,642.68	11,036.67
Available	61166WAE1-2-588	15-Aug-25	61166WAE1	MONSANTO COMPANY	280,000.00	280,000.00	279,038.94	323,895.32	1,796.67
Available	617451AJ8-2-148	15-Sep-42	617451AJ8	MORGAN STANLEY CAPITAL I MSC_0	9,500,000.00	9,500,000.00	9,835,619.18	9,930,701.50	36,975.63

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	617453AV7-7-148	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	1,800,000.00	1,800,000.00	1,761,795.62	1,891,841.40	7,606.24
Available	617453AV7-6-148	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	6,800,000.00	6,800,000.00	6,652,419.75	7,146,956.40	28,734.67
Available	617453AV7-3-148	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	2,000,000.00	2,000,000.00	1,984,718.06	2,102,046.00	8,451.37
Available	617453AV7-2-148	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	5,000,000.00	5,000,000.00	4,988,857.71	5,255,115.00	21,128.43
Available	617453AV7-2-21	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	2,000,000.00	2,000,000.00	1,958,461.96	2,102,046.00	8,451.37
Available	617453AV7-2-588	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	2,280,000.00	2,280,000.00	2,232,646.64	2,396,332.44	9,634.56
Available	617453AV7-1-588	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	370,000.00	370,000.00	362,315.46	388,878.51	1,563.50
Available	61745M2H5-3-148	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	200,000.00	200,000.00	193,795.52	207,911.80	689.00
Available	61745M2H5-2-148	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	65,000.00	65,000.00	61,869.15	67,571.34	223.93
Available	61745M2H5-2-1823	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	26,500.00	26,500.00	28,065.38	27,548.31	91.29
Available	61745M2H5-1-1805	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	29,000.00	29,000.00	30,229.41	30,147.21	99.91
Available	61745M2H5-1-1821	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	97,500.00	97,500.00	100,690.69	101,357.00	335.89
Available	61745M2H5-1-1822	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	140,000.00	140,000.00	141,124.48	145,538.26	482.30
Available	61745M2H5-1-1823	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	3,500.00	3,500.00	3,706.75	3,638.46	12.06
Available	61745M2H5-1-148	15-Jul-56	61745M2H5	MORGAN STANLEY CAPITAL I MSC_0	20,435,000.00	20,435,000.00	20,435,000.00	21,243,388.17	70,398.57
Available	61745M5J8-1-148	12-Jun-47	61745M5J8	MORGAN STANLEY CAPITAL I MSC_0	5,000,000.00	5,000,000.00	5,081,593.06	5,297,670.00	18,001.39
Available	61745M5J8-1-21	12-Jun-47	61745M5J8	MORGAN STANLEY CAPITAL I MSC_0	6,000,000.00	6,000,000.00	6,109,674.18	6,357,204.00	21,601.67
Available	61745ML68-3-21	13-Jun-41	61745ML68	MORGAN STANLEY CAPITAL I MSC_0	405,000.00	405,000.00	403,892.49	417,859.56	1,657.03
Available	61745ML68-1-132	13-Jun-41	61745ML68	MORGAN STANLEY CAPITAL I MSC_0	240,000.00	240,000.00	239,343.70	247,620.48	981.95
Available	61745ML68-4-21	13-Jun-41	61745ML68	MORGAN STANLEY CAPITAL I MSC_0	940,000.00	940,000.00	937,429.47	969,846.88	3,845.95
Available	61745ML68-1-54	13-Jun-41	61745ML68	MORGAN STANLEY CAPITAL I MSC_0	345,000.00	345,000.00	344,056.56	355,954.44	1,411.55
Available	61745MZF3-1-132	15-Jun-38	61745MZF3	MORGAN STANLEY CAPITAL I— MSC	1,994,000.00	1,994,000.00	1,966,698.48	2,032,962.76	7,949.21
Available	61745MZF3-1-54	15-Jun-38	61745MZF3	MORGAN STANLEY CAPITAL I— MSC	1,600,000.00	1,600,000.00	1,578,093.07	1,631,264.00	6,378.50
Available	61747YCM5-1-70	26-Jan-20	61747YCM5	MORGAN STANLEY	1,000,000.00	1,000,000.00	999,861.00	1,105,141.00	9,319.44
Available	61749MAW9-3-148	12-Aug-41	61749MAW9	MORGAN STANLEY CAPITAL I MSCI	28,050,000.00	28,050,000.00	29,237,849.52	30,702,548.25	121,278.54
Available	61749MAW9-1-1821	12-Aug-41	61749MAW9	MORGAN STANLEY CAPITAL I MSCI	77,500.00	77,500.00	84,645.11	84,828.79	335.08
Available	61749MAW9-1-1822	12-Aug-41	61749MAW9	MORGAN STANLEY CAPITAL I MSCI	110,000.00	110,000.00	118,872.31	120,402.15	475.60
Available	61749MAW9-1-1823	12-Aug-41	61749MAW9	MORGAN STANLEY CAPITAL I MSCI	25,000.00	25,000.00	28,053.10	27,364.13	108.09
Available	61749MAW9-1-148	12-Aug-41	61749MAW9	MORGAN STANLEY CAPITAL I MSCI	2,500,000.00	2,500,000.00	2,537,720.06	2,736,412.50	10,809.14
Available	61749MAW9-1-54	12-Aug-41	61749MAW9	MORGAN STANLEY CAPITAL I MSCI	7,500,000.00	7,500,000.00	7,613,160.18	8,209,237.50	32,427.42
Available	61751NAG7-3-148	12-Feb-44	61751NAG7	MORGAN STANLEY CAPITAL I MSC_0	2,500,000.00	2,500,000.00	2,767,290.27	2,760,295.00	9,890.83
Available	61751NAG7-2-148	12-Feb-44	61751NAG7	MORGAN STANLEY CAPITAL I MSC_0	5,715,000.00	5,715,000.00	6,288,419.57	6,310,034.37	22,610.45
Available	61751NAG7-1-148	12-Feb-44	61751NAG7	MORGAN STANLEY CAPITAL I MSC_0	230,000.00	230,000.00	249,450.77	253,947.14	909.96
Available	61754JAG3-1-132	11-Jun-42	61754JAG3	MORGAN STANLEY CAPITAL I MSC_0	5,000,000.00	5,000,000.00	4,678,792.84	5,491,990.00	21,000.31
Available	637432CT0-4-70	01-Mar-32	637432CT0	NATIONAL RURAL UTILITIES COOP	4,000,000.00	4,000,000.00	5,543,443.86	5,467,784.00	23,111.11
Available	637432CT0-3-588	01-Mar-32	637432CT0	NATIONAL RURAL UTILITIES COOP	1,800,000.00	1,800,000.00	2,661,794.82	2,460,502.80	10,400.00
Available	637432CT0-2-588	01-Mar-32	637432CT0	NATIONAL RURAL UTILITIES COOP	840,000.00	840,000.00	1,051,994.41	1,148,234.64	4,853.33
Available	637432CT0-1-588	01-Mar-32	637432CT0	NATIONAL RURAL UTILITIES COOP	5,160,000.00	5,160,000.00	6,462,251.35	7,053,441.36	29,813.33
Available	637432HT5-1-21	10-Apr-17	637432HT5	NATIONAL RURAL UTILITIES COOP	10,000,000.00	10,000,000.00	9,986,413.80	11,314,000.00	252,819.44
Available	63859UAY9-1-588	25-Feb-20	63859UAY9	NATIONWIDE BUILDING SOCIETY	4,300,000.00	4,300,000.00	4,292,525.72	4,812,078.40	23,888.89
Available	63859UAY9-2-588	25-Feb-20	63859UAY9	NATIONWIDE BUILDING SOCIETY	700,000.00	700,000.00	698,783.26	783,361.60	3,888.89
Available	63946BAF7-9-588	30-Apr-40	63946BAF7	NBCUNIVERSAL MEDIA LLC	2,310,000.00	2,310,000.00	2,309,227.93	2,739,860.97	60,368.00
Available	63946BAF7-13-588	30-Apr-40	63946BAF7	NBCUNIVERSAL MEDIA LLC	650,000.00	650,000.00	649,782.76	770,956.55	16,986.67
Available	63946BAF7-12-588	30-Apr-40	63946BAF7	NBCUNIVERSAL MEDIA LLC	490,000.00	490,000.00	489,836.23	581,182.63	12,805.33
Available	63946BAF7-11-588	30-Apr-40	63946BAF7	NBCUNIVERSAL MEDIA LLC	700,000.00	700,000.00	699,766.04	830,260.90	18,293.33
Available	63946BAF7-14-588	30-Apr-40	63946BAF7	NBCUNIVERSAL MEDIA LLC	4,005,000.00	4,005,000.00	4,003,661.42	4,750,278.44	104,664.00
Available	63946BAF7-10-588	30-Apr-40	63946BAF7	NBCUNIVERSAL MEDIA LLC	5,000,000.00	5,000,000.00	5,261,032.47	5,930,435.00	130,666.67
Available	646136WV9-1-588	15-Dec-39	646136WV9	NEW JERSEY ST TRANSN TR FD AUT	1,390,000.00	1,390,000.00	1,368,736.78	1,501,575.30	27,076.04
Available	646136WV9-3-588	15-Dec-39	646136WV9	NEW JERSEY ST TRANSN TR FD AUT	1,417,000.00	1,417,000.00	1,395,323.76	1,530,742.59	27,601.98
Available	646136WV9-5-588	15-Dec-39	646136WV9	NEW JERSEY ST TRANSN TR FD AUT	10,000,000.00	10,000,000.00	10,023,810.85	10,802,700.00	194,791.67

Available	646136WV9-4-588	15-Dec-39	646136WV9	NEW JERSEY ST TRANSN TR FD AUT	5,803,000.00	5,803,000.00	5,714,229.89	6,268,806.81	113,037.60
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Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	646136WV9-2-588	15-Dec-39	646136WV9	NEW JERSEY ST TRANSN TR FD AUT	1,390,000.00	1,390,000.00	1,368,736.78	1,501,575.30	27,076.04
Available	646136XR7-4-588	15-Dec-40	646136XR7	NEW JERSEY ST TRANSN TR FD AUT	4,300,000.00	4,300,000.00	4,300,000.00	4,995,998.00	79,934.85
Available	646136XR7-3-588	15-Dec-40	646136XR7	NEW JERSEY ST TRANSN TR FD AUT	700,000.00	700,000.00	700,000.00	813,302.00	13,012.65
Available	646136XR7-1-588	15-Dec-40	646136XR7	NEW JERSEY ST TRANSN TR FD AUT	1,290,000.00	1,290,000.00	1,290,000.00	1,498,799.40	23,980.46
Available	646136XR7-2-588	15-Dec-40	646136XR7	NEW JERSEY ST TRANSN TR FD AUT	210,000.00	210,000.00	210,000.00	243,990.60	3,903.80
Available	646139W35-2-588	01-Jan-40	646139W35	NEW JERSEY ST TURNPIKE AUTHORI	1,000,000.00	1,000,000.00	1,156,887.85	1,303,500.00	17,711.22
Available	646139W35-1-588	01-Jan-40	646139W35	NEW JERSEY ST TURNPIKE AUTHORI	500,000.00	500,000.00	577,872.77	651,750.00	8,855.61
Available	64966HTX8-2-588	01-Dec-36	64966HTX8	NEW YORK N Y	4,300,000.00	4,300,000.00	4,300,000.00	4,823,224.00	82,925.50
Available	64966HTX8-1-588	01-Dec-36	64966HTX8	NEW YORK N Y	700,000.00	700,000.00	700,000.00	785,176.00	13,499.50
Available	64972FH25-2-588	15-Jun-41	64972FH25	NEW YORK CITY MUNICIPAL WATER	4,300,000.00	4,300,000.00	4,300,000.00	4,839,091.00	70,054.17
Available	64972FH25-1-588	15-Jun-41	64972FH25	NEW YORK CITY MUNICIPAL WATER	700,000.00	700,000.00	700,000.00	787,759.00	11,404.17
Available	64972FK88-2-588	15-Jun-42	64972FK88	NEW YORK CITY MUNICIPAL WATER	560,000.00	560,000.00	615,328.26	635,952.80	9,443.84
Available	64972FK88-1-588	15-Jun-42	64972FK88	NEW YORK CITY MUNICIPAL WATER	3,440,000.00	3,440,000.00	3,779,873.57	3,906,567.20	58,012.16
Available	649840CM5-2-588	01-May-23	649840CM5	NEW YORK STATE ELECTRIC & GAS	280,000.00	280,000.00	279,737.32	303,754.92	6,529.44
Available	649840CM5-1-588	01-May-23	649840CM5	NEW YORK STATE ELECTRIC & GAS	3,000,000.00	3,000,000.00	2,997,185.58	3,254,517.00	69,958.33
Available	651639AM8-1-70	01-Oct-39	651639AM8	NEWMONT MINING CORP	5,000,000.00	5,000,000.00	5,030,730.29	4,712,010.00	152,777.78
Available	652478BA5-2-588	01-Dec-45	652478BA5	NEWS AMERICA INC	2,200,000.00	2,200,000.00	2,585,604.86	2,700,755.20	54,938.89
Available	652478BA5-1-588	01-Dec-45	652478BA5	NEWS AMERICA INC	350,000.00	350,000.00	411,346.23	429,665.60	8,740.28
Available	652478BA5-1-146	01-Dec-45	652478BA5	NEWS AMERICA INC	3,530,000.00	3,530,000.00	2,954,090.31	4,333,484.48	88,151.94
Available	652482BC3-7-588	15-Mar-33	652482BC3	NEWS AMERICA INC	2,500,000.00	2,500,000.00	2,400,518.17	2,852,767.50	5,458.33
Available	652482BC3-5-588	15-Mar-33	652482BC3	NEWS AMERICA INC	2,000,000.00	2,000,000.00	2,072,459.15	2,282,214.00	4,366.67
Available	652482BC3-1-70	15-Mar-33	652482BC3	NEWS AMERICA INC	1,000,000.00	1,000,000.00	1,036,229.58	1,141,107.00	2,183.33
Available	652482BC3-6-588	15-Mar-33	652482BC3	NEWS AMERICA INC	2,500,000.00	2,500,000.00	2,403,336.96	2,852,767.50	5,458.33
Available	652482BC3-4-588	15-Mar-33	652482BC3	NEWS AMERICA INC	20,000.00	20,000.00	19,431.64	22,822.14	43.67
Available	652482BG4-1-1619	15-Dec-14	652482BG4	NEWS AMERICA INC	250,000.00	250,000.00	249,952.40	263,809.25	3,754.17
Available	652482BY5-1-588	15-Aug-39	652482BY5	NEWS AMERICA INC	1,510,000.00	1,510,000.00	1,506,952.81	1,759,932.18	12,155.50
Available	652482BY5-2-588	15-Aug-39	652482BY5	NEWS AMERICA INC	240,000.00	240,000.00	239,515.67	279,724.32	1,932.00
Available	65334HAG7-6-588	15-May-37	65334HAG7	NEXEN INC	2,000,000.00	2,000,000.00	2,517,010.06	2,201,984.00	46,933.33
Available	65334HAG7-4-588	15-May-37	65334HAG7	NEXEN INC	1,000,000.00	1,000,000.00	1,254,798.35	1,100,992.00	23,466.67
Available	65334HAG7-3-588	15-May-37	65334HAG7	NEXEN INC	3,000,000.00	3,000,000.00	3,777,520.60	3,302,976.00	70,400.00
Available	65334HAG7-7-588	15-May-37	65334HAG7	NEXEN INC	6,000,000.00	6,000,000.00	5,975,493.81	6,605,952.00	140,800.00
Available	654894AF1-1-70	01-Apr-27	654894AF1	NOBLE ENERGY INC	4,000,000.00	4,000,000.00	4,548,031.31	5,194,384.00	156,444.44
Available	655044AE5-1-588	01-Mar-41	655044AE5	NOBLE ENERGY INC	1,390,000.00	1,390,000.00	1,381,050.34	1,568,709.52	6,023.33
Available	655044AE5-3-588	01-Mar-41	655044AE5	NOBLE ENERGY INC	7,901,000.00	7,901,000.00	7,850,128.61	8,916,815.77	34,237.67
Available	655044AE5-2-588	01-Mar-41	655044AE5	NOBLE ENERGY INC	709,000.00	709,000.00	704,435.03	800,154.71	3,072.33
Available	655044AE5-2-148	01-Mar-41	655044AE5	NOBLE ENERGY INC	5,000,000.00	5,000,000.00	5,021,180.24	5,642,840.00	21,666.67
Available	655044AE5-1-146	01-Mar-41	655044AE5	NOBLE ENERGY INC	10,000,000.00	10,000,000.00	9,935,613.99	11,285,680.00	43,333.33
Available	65504LAG2-2-588	01-Mar-41	65504LAG2	NOBLE HOLDING INTERNATIONAL LT	709,000.00	709,000.00	704,829.66	714,485.53	3,097.94
Available	65504LAG2-1-588	01-Mar-41	65504LAG2	NOBLE HOLDING INTERNATIONAL LT	1,390,000.00	1,390,000.00	1,381,824.02	1,400,754.43	6,073.53
Available	65504LAG2-3-588	01-Mar-41	65504LAG2	NOBLE HOLDING INTERNATIONAL LT	7,901,000.00	7,901,000.00	7,854,526.31	7,962,130.04	34,522.98
Available	655664AH3-2-588	15-Mar-28	655664AH3	NORDSTROM INC	4,300,000.00	4,300,000.00	4,599,446.69	5,300,205.80	9,961.67
Available	655664AH3-1-588	15-Mar-28	655664AH3	NORDSTROM INC	700,000.00	700,000.00	748,747.14	862,824.20	1,621.67
Available	655844AF5-4-588	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	2,000,000.00	2,000,000.00	2,119,120.48	2,511,564.00	57,183.33
Available	655844AF5-3-588	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	210,000.00	210,000.00	229,442.40	263,714.22	6,004.25
Available	655844AF5-2-588	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	280,000.00	280,000.00	305,923.20	351,618.96	8,005.67
Available	655844AF5-5-588	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	1,010,000.00	1,010,000.00	1,103,508.70	1,268,339.82	28,877.58
Available	655844AF5-4-70	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	1,000,000.00	1,000,000.00	1,092,582.87	1,255,782.00	28,591.67
Available	655844AF5-3-70	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	1,000,000.00	1,000,000.00	1,059,560.24	1,255,782.00	28,591.67
Available	655844AF5-1-588	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	1,000,000.00	1,000,000.00	1,092,582.87	1,255,782.00	28,591.67
Available	655844BJ6-1-148	01-Apr-22	655844BJ6	NORFOLK SOUTHERN CORPORATION	3,500,000.00	3,500,000.00	3,467,777.84	3,366,657.00	51,333.33
Available	655844BJ6-1-1613	01-Apr-22	655844BJ6	NORFOLK SOUTHERN CORPORATION	2,000,000.00	2,000,000.00	1,981,587.34	1,923,804.00	29,333.33

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	655844BJ6-1-1619	01-Apr-22	655844BJ6	NORFOLK SOUTHERN CORPORATION	1,000,000.00	1,000,000.00	990,793.67	961,902.00	14,666.67
Available	655844BJ6-1-21	01-Apr-22	655844BJ6	NORFOLK SOUTHERN CORPORATION	3,250,000.00	3,250,000.00	3,220,079.42	3,126,181.50	47,666.67
Available	665772CA5-2-588	15-Jul-35	665772CA5	NORTHERN STATES POWER COMPANY	270,000.00	270,000.00	271,164.80	295,078.14	2,835.00
Available	665772CA5-3-588	15-Jul-35	665772CA5	NORTHERN STATES POWER COMPANY	1,950,000.00	1,950,000.00	1,932,097.60	2,131,119.90	20,475.00
Available	665772CA5-4-588	15-Jul-35	665772CA5	NORTHERN STATES POWER COMPANY	730,000.00	730,000.00	733,149.27	797,803.86	7,665.00
Available	665772CA5-1-588	15-Jul-35	665772CA5	NORTHERN STATES POWER COMPANY	1,050,000.00	1,050,000.00	1,040,360.25	1,147,526.10	11,025.00
Available	665772CB3-4-588	01-Jun-36	665772CB3	NORTHERN STATES POWER COMPANY	2,580,000.00	2,580,000.00	2,571,659.62	3,166,085.70	51,958.33
Available	665772CB3-1-588	01-Jun-36	665772CB3	NORTHERN STATES POWER COMPANY	2,580,000.00	2,580,000.00	2,571,659.62	3,166,085.70	51,958.33
Available	665772CB3-3-588	01-Jun-36	665772CB3	NORTHERN STATES POWER COMPANY	420,000.00	420,000.00	418,642.26	515,409.30	8,458.33
Available	665772CB3-2-588	01-Jun-36	665772CB3	NORTHERN STATES POWER COMPANY	420,000.00	420,000.00	418,642.26	515,409.30	8,458.33
Available	666807AW2-4-588	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	280,000.00	280,000.00	325,128.84	362,069.12	2,531.67
Available	666807AW2-3-588	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	420,000.00	420,000.00	487,693.26	543,103.68	3,797.50
Available	666807AW2-2-588	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	2,000,000.00	2,000,000.00	2,446,067.68	2,586,208.00	18,083.33
Available	666807AW2-1-588	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	2,300,000.00	2,300,000.00	2,670,701.21	2,974,139.20	20,795.83
Available	667752AB5-1-21	15-Jun-18	667752AB5	NORTHWEST PIPELINE LLC	5,000,000.00	5,000,000.00	4,856,072.58	5,802,160.00	85,708.33
Available	667752AB5-3-21	15-Jun-18	667752AB5	NORTHWEST PIPELINE LLC	5,000,000.00	5,000,000.00	4,858,616.93	5,802,160.00	85,708.33
Available	670346AH8-1-588	01-Dec-37	670346AH8	NUCOR CORPORATION	4,300,000.00	4,300,000.00	4,284,301.79	4,787,830.70	88,675.56
Available	670346AH8-2-588	01-Dec-37	670346AH8	NUCOR CORPORATION	700,000.00	700,000.00	697,444.48	779,414.30	14,435.56
Available	677050AG1-2-588	01-Nov-39	677050AG1	OGLETHORPE POWER CORPORATION	3,440,000.00	3,440,000.00	3,440,000.00	3,847,388.88	83,009.11
Available	677050AG1-1-588	01-Nov-39	677050AG1	OGLETHORPE POWER CORPORATION	560,000.00	560,000.00	560,000.00	626,319.12	13,513.11
Available	677415CF6-1-588	15-Feb-33	677415CF6	OHIO POWER COMPANY	2,670,000.00	2,670,000.00	3,036,222.15	3,132,935.28	20,559.00
Available	677415CF6-4-588	15-Feb-33	677415CF6	OHIO POWER COMPANY	4,300,000.00	4,300,000.00	4,679,536.08	5,045,551.20	33,110.00
Available	677415CF6-3-588	15-Feb-33	677415CF6	OHIO POWER COMPANY	430,000.00	430,000.00	488,979.60	504,555.12	3,311.00
Available	677415CF6-2-588	15-Feb-33	677415CF6	OHIO POWER COMPANY	700,000.00	700,000.00	761,784.94	821,368.80	5,390.00
Available	677415CP4-1-148	01-Oct-21	677415CP4	OHIO POWER COMPANY	3,250,000.00	3,250,000.00	3,240,144.04	3,666,552.50	85,402.78
Available	677632MV0-2-588	01-Jun-40	677632MV0	OHIO STATE UNIVERSITY	15,000,000.00	15,000,000.00	15,000,000.00	15,208,050.00	237,316.67
Available	677632MV0-1-588	01-Jun-40	677632MV0	OHIO STATE UNIVERSITY	10,000,000.00	10,000,000.00	11,753,449.40	10,138,700.00	158,211.11
Available	677632PA3-2-588	01-Jun-11	677632PA3	OHIO STATE UNIVERSITY	2,570,000.00	2,570,000.00	2,543,857.06	2,225,620.00	39,749.33
Available	677632PA3-3-588	01-Jun-11	677632PA3	OHIO STATE UNIVERSITY	1,309,000.00	1,309,000.00	1,295,684.39	1,133,594.00	20,245.87
Available	678858BL4-1-588	01-Jun-40	678858BL4	OKLAHOMA GAS AND ELECTRIC COMP	2,850,000.00	2,850,000.00	2,832,204.91	3,263,523.60	53,722.50
Available	678858BL4-1-70	01-Jun-40	678858BL4	OKLAHOMA GAS AND ELECTRIC COMP	2,000,000.00	2,000,000.00	1,987,512.22	2,290,192.00	37,700.00
Available	678858BM2-3-588	15-May-41	678858BM2	OKLAHOMA GAS AND ELECTRIC COMP	709,000.00	709,000.00	704,754.51	768,735.38	13,648.25
Available	678858BM2-2-588	15-May-41	678858BM2	OKLAHOMA GAS AND ELECTRIC COMP	1,390,000.00	1,390,000.00	1,381,676.69	1,507,111.67	26,757.50
Available	678858BM2-1-588	15-May-41	678858BM2	OKLAHOMA GAS AND ELECTRIC COMP	7,901,000.00	7,901,000.00	7,853,688.87	8,566,682.95	152,094.25
Available	682134AC5-2-588	15-Aug-20	682134AC5	OMNICOM GROUP INC.	700,000.00	700,000.00	693,913.18	731,031.70	3,634.17
Available	682134AC5-1-588	15-Aug-20	682134AC5	OMNICOM GROUP INC.	4,300,000.00	4,300,000.00	4,262,609.52	4,490,623.30	22,324.17
Available	68389XAE5-4-588	15-Apr-38	68389XAE5	ORACLE CORPORATION	1,500,000.00	1,500,000.00	1,742,335.20	1,854,883.50	43,875.00
Available	68389XAE5-3-588	15-Apr-38	68389XAE5	ORACLE CORPORATION	1,080,000.00	1,080,000.00	1,247,780.94	1,335,516.12	31,590.00
Available	68389XAE5-2-588	15-Apr-38	68389XAE5	ORACLE CORPORATION	210,000.00	210,000.00	242,624.07	259,683.69	6,142.50
Available	68389XAE5-1-588	15-Apr-38	68389XAE5	ORACLE CORPORATION	210,000.00	210,000.00	242,624.07	259,683.69	6,142.50
Available	68389XAE5-1-70	15-Apr-38	68389XAE5	ORACLE CORPORATION	4,000,000.00	4,000,000.00	5,548,904.90	4,946,356.00	117,000.00
Available	68389XAM7-1-588	15-Jul-40	68389XAM7	ORACLE CORPORATION	2,500,000.00	2,500,000.00	2,472,138.77	2,730,520.00	26,875.00
Available	684065BC8-1-588	01-Sep-18	684065BC8	ORANGE & ROCKLAND UTILITIES IN	500,000.00	500,000.00	499,467.66	580,134.00	2,220.83
Available	693506BE6-3-588	15-Nov-40	693506BE6	PPG INDUSTRIES INC	1,417,000.00	1,417,000.00	1,430,688.72	1,499,319.20	28,576.17
Available	693506BE6-2-588	15-Nov-40	693506BE6	PPG INDUSTRIES INC	2,780,000.00	2,780,000.00	2,806,855.77	2,941,501.32	56,063.33
Available	693506BE6-1-588	15-Nov-40	693506BE6	PPG INDUSTRIES INC	15,803,000.00	15,803,000.00	15,955,662.52	16,721,059.48	318,693.83
Available	69351UAM5-2-588	15-May-39	69351UAM5	PPL ELECTRIC UTILITIES CORPORA	1,110,000.00	1,110,000.00	1,103,575.77	1,360,527.00	25,437.50
Available	69351UAM5-1-588	15-May-39	69351UAM5	PPL ELECTRIC UTILITIES CORPORA	6,890,000.00	6,890,000.00	6,850,123.45	8,445,073.00	157,895.83
Available	69352JAH0-1-132	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	800,000.00	800,000.00	799,561.73	882,014.40	18,186.67
Available	69352JAH0-1-148	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	350,000.00	350,000.00	349,808.26	385,881.30	7,956.67
Available	69352JAH0-1-1613	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	750,000.00	750,000.00	749,589.12	826,888.50	17,050.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	69352JAH0-5-1619	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	250,000.00	250,000.00	249,863.04	275,629.50	5,683.33
Available	69352JAH0-4-1619	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	100,000.00	100,000.00	99,925.95	110,251.80	2,273.33
Available	69352JAH0-2-1619	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	100,000.00	100,000.00	99,925.95	110,251.80	2,273.33
Available	69352JAH0-2-132	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	1,500,000.00	1,500,000.00	1,499,178.25	1,653,777.00	34,100.00
Available	69352JAH0-2-148	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	750,000.00	750,000.00	749,589.12	826,888.50	17,050.00
Available	69352JAH0-1-1619	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	500,000.00	500,000.00	499,726.08	551,259.00	11,366.67
Available	69352JAH0-6-1619	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	250,000.00	250,000.00	249,863.04	275,629.50	5,683.33
Available	69352JAH0-3-1619	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	500,000.00	500,000.00	499,726.08	551,259.00	11,366.67
Available	693627AY7-6-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	210,000.00	210,000.00	204,835.38	225,897.00	5,783.40
Available	693627AY7-3-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	1,000,000.00	1,000,000.00	957,448.70	1,075,700.00	27,540.00
Available	693627AY7-5-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	1,000,000.00	1,000,000.00	999,479.29	1,075,700.00	27,540.00
Available	693627AY7-1-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	1,080,000.00	1,080,000.00	1,053,439.08	1,161,756.00	29,743.20
Available	693627AY7-7-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	210,000.00	210,000.00	204,835.38	225,897.00	5,783.40
Available	693627AY7-4-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	2,000,000.00	2,000,000.00	1,998,958.58	2,151,400.00	55,080.00
Available	693627AY7-2-588	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	1,500,000.00	1,500,000.00	1,466,768.43	1,613,550.00	41,310.00
Available	69362BAJ1-1-588	15-Apr-31	69362BAJ1	PSEG POWER LLC	970,000.00	970,000.00	1,207,989.79	1,325,569.99	37,648.13
Available	69362BAJ1-2-588	15-Apr-31	69362BAJ1	PSEG POWER LLC	6,030,000.00	6,030,000.00	7,509,462.27	8,240,399.01	234,039.38
Available	694308GE1-2-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	2,000,000.00	2,000,000.00	2,036,674.97	2,227,880.00	8,738.89
Available	694308GE1-2-70	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	2,000,000.00	2,000,000.00	2,546,978.72	2,227,880.00	8,738.89
Available	694308GE1-1-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	1,720,000.00	1,720,000.00	1,731,767.84	1,915,976.80	7,515.44
Available	694308GE1-9-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	1,000,000.00	1,000,000.00	1,041,747.06	1,113,940.00	4,369.44
Available	694308GE1-8-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	5,000,000.00	5,000,000.00	5,017,237.48	5,569,700.00	21,847.22
Available	694308GE1-7-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	1,880,000.00	1,880,000.00	1,892,862.52	2,094,207.20	8,214.56
Available	694308GE1-5-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	420,000.00	420,000.00	422,873.54	467,854.80	1,835.17
Available	694308GE1-4-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	700,000.00	700,000.00	704,789.24	779,758.00	3,058.61
Available	694308GE1-3-588	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	280,000.00	280,000.00	281,915.69	311,903.20	1,223.44
Available	694308GE1-1-70	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	2,000,000.00	2,000,000.00	2,083,494.12	2,227,880.00	8,738.89
Available	694308GM3-1-588	15-Feb-38	694308GM3	PACIFIC GAS & ELECTRIC CO	2,500,000.00	2,500,000.00	2,496,395.43	2,912,975.00	18,520.83
Available	695114CJ5-3-588	15-Jul-38	695114CJ5	PACIFICORP	709,000.00	709,000.00	705,235.00	870,583.94	9,004.30
Available	695114CJ5-2-588	15-Jul-38	695114CJ5	PACIFICORP	1,390,000.00	1,390,000.00	1,382,618.69	1,706,786.56	17,653.00
Available	695114CJ5-1-588	15-Jul-38	695114CJ5	PACIFICORP	7,901,000.00	7,901,000.00	7,859,043.39	9,701,669.50	100,342.70
Available	698525AA0-3-588	31-Jul-29	698525AA0	PANOCH ENERGY CENTER LLC	3,000,000.00	2,685,951.24	2,685,951.24	2,774,866.97	13,869.58
Available	698525AA0-2-588	31-Jul-29	698525AA0	PANOCH ENERGY CENTER LLC	582,277.38	521,322.88	521,322.88	538,580.75	2,691.98
Available	698525AA0-1-588	31-Jul-29	698525AA0	PANOCH ENERGY CENTER LLC	417,722.63	373,994.21	373,994.21	386,374.91	1,931.21
Available	698900AG2-3-588	01-Nov-31	698900AG2	ENCANA CORPORATION	420,000.00	420,000.00	459,235.22	482,127.24	12,264.00
Available	698900AG2-4-588	01-Nov-31	698900AG2	ENCANA CORPORATION	2,580,000.00	2,580,000.00	2,821,016.36	2,961,638.76	75,336.00
Available	698900AG2-2-588	01-Nov-31	698900AG2	ENCANA CORPORATION	280,000.00	280,000.00	306,156.81	321,418.16	8,176.00
Available	698900AG2-1-588	01-Nov-31	698900AG2	ENCANA CORPORATION	1,720,000.00	1,720,000.00	1,880,677.57	1,974,425.84	50,224.00
Available	70212FAA1-2-588	01-Jun-18	70212FAA1	PARTNERRE FINANCE A LLC	1,080,000.00	1,080,000.00	1,071,795.42	1,258,306.92	23,925.00
Available	70212FAA1-1-588	01-Jun-18	70212FAA1	PARTNERRE FINANCE A LLC	170,000.00	170,000.00	168,708.54	198,066.83	3,765.97
Available	705010AB2-2-588	06-May-18	705010AB2	PEARSON DOLLAR FINANCE TWO PLC	700,000.00	700,000.00	676,734.97	804,088.60	17,135.42
Available	705010AB2-1-588	06-May-18	705010AB2	PEARSON DOLLAR FINANCE TWO PLC	4,300,000.00	4,300,000.00	4,157,086.25	4,939,401.40	105,260.42
Available	709223VZ1-3-588	01-Dec-39	709223VZ1	PENNSYLVANIA ST TURNPIKE COMMI	7,901,000.00	7,901,000.00	7,901,000.00	8,783,778.73	155,425.84
Available	709223VZ1-2-588	01-Dec-39	709223VZ1	PENNSYLVANIA ST TURNPIKE COMMI	709,000.00	709,000.00	709,000.00	788,216.57	13,947.21
Available	709223VZ1-1-588	01-Dec-39	709223VZ1	PENNSYLVANIA ST TURNPIKE COMMI	1,390,000.00	1,390,000.00	1,390,000.00	1,545,304.70	27,343.62
Available	71343PAC5-4-148	15-May-35	71343PAC5	PEPSIAMERICAS INC	3,500,000.00	3,500,000.00	3,482,226.19	3,816,400.00	70,583.33
Available	71343PAC5-3-588	15-May-35	71343PAC5	PEPSIAMERICAS INC	1,120,000.00	1,120,000.00	1,114,312.38	1,221,248.00	22,586.67
Available	71343PAC5-3-70	15-May-35	71343PAC5	PEPSIAMERICAS INC	500,000.00	500,000.00	497,146.45	545,200.00	10,083.33
Available	71343PAC5-2-588	15-May-35	71343PAC5	PEPSIAMERICAS INC	180,000.00	180,000.00	179,085.92	196,272.00	3,630.00
Available	71343PAC5-1-588	15-May-35	71343PAC5	PEPSIAMERICAS INC	700,000.00	700,000.00	696,445.24	763,280.00	14,116.67
Available	713448BP2-1-588	15-Jan-40	713448BP2	PEPSICO INC	20,000,000.00	20,000,000.00	20,162,220.51	22,007,820.00	220,000.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	71645WAR2-2-588	27-Jan-21	71645WAR2	PETROBRAS INTERNATIONAL FINANC	700,000.00	700,000.00	706,102.20	705,521.60	6,270.83
Available	71645WAR2-1-588	27-Jan-21	71645WAR2	PETROBRAS INTERNATIONAL FINANC	4,300,000.00	4,300,000.00	4,337,484.94	4,333,918.40	38,520.83
Available	718172AC3-1-588	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	269,000.00	269,000.00	267,846.63	320,526.95	6,240.24
Available	718172AC3-5-588	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	921,000.00	921,000.00	917,051.10	1,097,417.55	21,365.28
Available	718172AC3-4-588	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	420,000.00	420,000.00	418,199.20	500,451.00	9,743.13
Available	718172AC3-3-588	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	1,390,000.00	1,390,000.00	1,384,040.21	1,656,254.50	32,245.10
Available	718172AC3-2-588	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	10,000,000.00	10,000,000.00	9,957,123.79	11,915,500.00	231,979.17
Available	718337AC2-1-588	15-May-25	718337AC2	KONINKLIJKE PHILIPS NV	2,000,000.00	2,000,000.00	2,169,933.61	2,475,470.00	56,833.33
Available	718546AH7-3-588	01-May-42	718546AH7	PHILLIPS 66	2,000,000.00	2,000,000.00	2,492,028.86	2,127,832.00	47,652.78
Available	718546AH7-2-588	01-May-42	718546AH7	PHILLIPS 66	1,000,000.00	1,000,000.00	1,247,348.25	1,063,916.00	23,826.39
Available	718546AH7-4-588	01-May-42	718546AH7	PHILLIPS 66	2,000,000.00	2,000,000.00	2,491,263.87	2,127,832.00	47,652.78
Available	718546AH7-1-588	01-May-42	718546AH7	PHILLIPS 66	2,000,000.00	2,000,000.00	2,491,263.87	2,127,832.00	47,652.78
Available	718814ZZ2-5-588	01-Jul-34	718814ZZ2	PHOENIX AZ	560,000.00	560,000.00	570,781.08	572,964.00	7,048.75
Available	718814ZZ2-6-588	01-Jul-34	718814ZZ2	PHOENIX AZ	3,925,000.00	3,925,000.00	3,801,633.59	4,015,863.75	49,404.19
Available	718814ZZ2-4-588	01-Jul-34	718814ZZ2	PHOENIX AZ	560,000.00	560,000.00	570,781.08	572,964.00	7,048.75
Available	718814ZZ2-3-588	01-Jul-34	718814ZZ2	PHOENIX AZ	630,000.00	630,000.00	610,198.51	644,584.50	7,929.85
Available	718814ZZ2-2-588	01-Jul-34	718814ZZ2	PHOENIX AZ	4,000,000.00	4,000,000.00	4,087,556.93	4,092,600.00	50,348.22
Available	718814ZZ2-1-588	01-Jul-34	718814ZZ2	PHOENIX AZ	2,880,000.00	2,880,000.00	2,935,445.57	2,946,672.00	36,250.72
Available	72650RAM4-4-588	15-May-36	72650RAM4	PLAINS ALL AMERICAN PIPELINE L	2,580,000.00	2,580,000.00	2,665,305.98	3,078,760.44	63,382.00
Available	72650RAM4-1-588	15-May-36	72650RAM4	PLAINS ALL AMERICAN PIPELINE L	1,720,000.00	1,720,000.00	1,776,870.65	2,052,506.96	42,254.67
Available	72650RAM4-3-588	15-May-36	72650RAM4	PLAINS ALL AMERICAN PIPELINE L	420,000.00	420,000.00	433,887.02	501,193.56	10,318.00
Available	72650RAM4-2-588	15-May-36	72650RAM4	PLAINS ALL AMERICAN PIPELINE L	280,000.00	280,000.00	289,258.01	334,129.04	6,878.67
Available	73755LAD9-1-588	01-Dec-36	73755LAD9	POTASH CORPORATION OF SASKATCH	280,000.00	280,000.00	275,414.04	304,394.16	5,300.56
Available	73755LAD9-3-588	01-Dec-36	73755LAD9	POTASH CORPORATION OF SASKATCH	1,720,000.00	1,720,000.00	1,691,829.11	1,869,849.84	32,560.56
Available	73755LAD9-3-70	01-Dec-36	73755LAD9	POTASH CORPORATION OF SASKATCH	3,000,000.00	3,000,000.00	2,979,062.58	3,261,366.00	56,791.67
Available	73755LAD9-2-588	01-Dec-36	73755LAD9	POTASH CORPORATION OF SASKATCH	1,000,000.00	1,000,000.00	1,227,556.18	1,087,122.00	18,930.56
Available	73755LAF4-2-148	15-May-19	73755LAF4	POTASH CORPORATION OF SASKATCH	5,700,000.00	5,700,000.00	5,885,033.39	6,740,666.10	135,850.00
Available	740816AD5-1-588	01-Oct-38	740816AD5	PRESIDENT & FELLOWS OF HARVARD	1,339,000.00	1,339,000.00	1,825,702.96	1,539,805.81	36,822.50
Available	74251VAA0-3-588	15-Oct-36	74251VAA0	PRINCIPAL FINANCIAL GROUP INC	1,000,000.00	1,000,000.00	1,013,426.23	1,152,921.00	27,225.00
Available	74251VAA0-2-588	15-Oct-36	74251VAA0	PRINCIPAL FINANCIAL GROUP INC	1,000,000.00	1,000,000.00	1,013,426.23	1,152,921.00	27,225.00
Available	74251VAA0-1-588	15-Oct-36	74251VAA0	PRINCIPAL FINANCIAL GROUP INC	1,000,000.00	1,000,000.00	1,013,426.23	1,152,921.00	27,225.00
Available	743315AM5-10-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)	1,615,000.00	1,615,000.00	798,791.61	1,728,050.00	30,056.94
Available	743315AM5-9-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)	620,000.00	620,000.00	373,193.78	663,400.00	11,538.89
Available	743315AM5-8-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)	2,765,000.00	2,765,000.00	1,439,007.67	2,958,550.00	51,459.72
Available	74432QAQ8-2-70	14-Dec-36	74432QAQ8	PRUDENTIAL FINANCIAL INC	2,000,000.00	2,000,000.00	1,615,194.60	2,152,954.00	32,616.67
Available	74432QAQ8-1-70	14-Dec-36	74432QAQ8	PRUDENTIAL FINANCIAL INC	2,300,000.00	2,300,000.00	1,827,533.67	2,475,897.10	37,509.17
Available	74432QBN4-1-588	21-Jun-40	74432QBN4	PRUDENTIAL FINANCIAL INC	3,000,000.00	3,000,000.00	2,997,347.93	3,622,323.00	53,000.00
Available	744538AA7-3-70	05-Oct-35	744538AA7	PUBLIC SERVICE COMPANY OF NEW	1,000,000.00	1,000,000.00	997,976.20	1,069,576.00	27,377.78
Available	744538AA7-1-70	05-Oct-35	744538AA7	PUBLIC SERVICE COMPANY OF NEW	1,000,000.00	1,000,000.00	997,976.20	1,069,576.00	27,377.78
Available	744538AA7-2-70	05-Oct-35	744538AA7	PUBLIC SERVICE COMPANY OF NEW	2,000,000.00	2,000,000.00	1,995,952.40	2,139,152.00	54,755.56
Available	74456QBA3-1-70	01-Sep-42	74456QBA3	PUBLIC SERVICE ELECTRIC AND GA	5,000,000.00	5,000,000.00	4,975,971.99	4,300,485.00	13,180.56
Available	745332BU9-5-70	01-Jun-35	745332BU9	PUGET SOUND ENERGY INC	3,000,000.00	3,000,000.00	2,990,701.92	3,307,509.00	53,002.33
Available	745332BU9-1-588	01-Jun-35	745332BU9	PUGET SOUND ENERGY INC	2,000,000.00	2,000,000.00	1,874,403.32	2,205,006.00	35,334.89
Available	745332BU9-4-70	01-Jun-35	745332BU9	PUGET SOUND ENERGY INC	2,000,000.00	2,000,000.00	1,993,801.28	2,205,006.00	35,334.89
Available	745332BX3-1-588	15-Mar-37	745332BX3	PUGET SOUND ENERGY INC	1,000,000.00	1,000,000.00	1,027,344.27	1,210,639.00	2,091.33
Available	745332CA2-1-588	01-Oct-39	745332CA2	PUGET SOUND ENERGY INC	1,000,000.00	1,000,000.00	1,000,000.00	1,142,634.00	28,145.33
Available	74740FFD3-1-588	18-Jan-24	74740FFD3	QUAKER OATS COMPANY (THE)	5,000,000.00	5,000,000.00	4,988,414.56	5,744,895.00	69,600.00
Available	74913GAX3-1-588	01-Dec-21	74913GAX3	QWEST CORP	1,000,000.00	1,000,000.00	1,152,443.12	1,071,570.00	21,750.00
Available	74913GAX3-1-70	01-Dec-21	74913GAX3	QWEST CORP	2,000,000.00	2,000,000.00	2,304,886.23	2,143,140.00	43,500.00
Available	74977RCM4-2-588	30-Sep-10	74977RCM4	COOPERATIEVE CENTRALE RAIFFEIS	350,000.00	350,000.00	350,000.00	356,006.35	9,980.83
Available	74977RCM4-1-588	30-Sep-10	74977RCM4	COOPERATIEVE CENTRALE RAIFFEIS	2,150,000.00	2,150,000.00	2,150,000.00	2,186,896.15	61,310.83

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	75511AP6-2-588	01-Nov-28	75511AP6	RAYTHEON COMPANY	2,580,000.00	2,580,000.00	2,658,519.78	3,202,326.96	73,243.33
Available	75511AP6-1-588	01-Nov-28	75511AP6	RAYTHEON COMPANY	420,000.00	420,000.00	432,782.29	521,309.04	11,923.33
Available	75511BU4-2-588	15-Oct-40	75511BU4	RAYTHEON COMPANY	760,000.00	760,000.00	714,668.78	766,066.32	16,672.50
Available	75511BU4-1-588	15-Oct-40	75511BU4	RAYTHEON COMPANY	4,695,000.00	4,695,000.00	4,414,960.42	4,732,475.49	102,996.56
Available	760759AK6-1-146	01-Mar-40	760759AK6	REPUBLIC SERVICES INC	7,000,000.00	7,000,000.00	6,994,200.67	7,986,013.00	31,344.44
Available	76720AAG1-1-588	21-Aug-42	76720AAG1	RIO TINTO FINANCE (USA) PLC	150,000.00	150,000.00	146,087.81	128,177.55	618.75
Available	76720AAG1-2-588	21-Aug-42	76720AAG1	RIO TINTO FINANCE (USA) PLC	2,500,000.00	2,500,000.00	2,434,796.87	2,136,292.50	10,312.50
Available	76720AAG1-1-70	21-Aug-42	76720AAG1	RIO TINTO FINANCE (USA) PLC	5,000,000.00	5,000,000.00	4,850,179.73	4,272,585.00	20,625.00
Available	773903AB5-2-588	15-Jan-28	773903AB5	ROCKWELL AUTOMATION INC	700,000.00	700,000.00	793,839.31	874,265.00	9,380.00
Available	773903AB5-1-588	15-Jan-28	773903AB5	ROCKWELL AUTOMATION INC	4,300,000.00	4,300,000.00	4,876,441.48	5,370,485.00	57,620.00
Available	773903AE9-2-588	01-Dec-37	773903AE9	ROCKWELL AUTOMATION INC	840,000.00	840,000.00	835,142.76	1,001,973.84	16,916.67
Available	773903AE9-1-588	01-Dec-37	773903AE9	ROCKWELL AUTOMATION INC	5,160,000.00	5,160,000.00	5,130,162.66	6,154,982.16	103,916.67
Available	780641AH9-4-588	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	3,000,000.00	3,000,000.00	3,782,148.06	3,838,791.00	122,833.33
Available	780641AH9-3-588	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	2,580,000.00	2,580,000.00	3,243,320.93	3,301,360.26	105,636.67
Available	780641AH9-3-70	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	1,000,000.00	1,000,000.00	1,257,101.13	1,279,597.00	40,944.44
Available	780641AH9-1-588	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	420,000.00	420,000.00	527,982.48	537,430.74	17,196.67
Available	783186NH8-2-588	01-May-40	783186NH8	RUTGERS UNIVERSITY NEW JERSEY	2,580,000.00	2,580,000.00	2,580,000.00	2,784,568.20	59,274.78
Available	783186NH8-1-588	01-May-40	783186NH8	RUTGERS UNIVERSITY NEW JERSEY	420,000.00	420,000.00	420,000.00	453,301.80	9,649.38
Available	78387GAL7-3-132	15-Jun-16	78387GAL7	AT&T INC	2,100,000.00	2,100,000.00	2,113,069.68	2,335,502.40	33,468.75
Available	78387GAL7-2-132	15-Jun-16	78387GAL7	AT&T INC	1,700,000.00	1,700,000.00	1,714,079.74	1,890,644.80	27,093.75
Available	78387GAL7-1-1611	15-Jun-16	78387GAL7	AT&T INC	250,000.00	250,000.00	252,070.55	278,036.00	3,984.38
Available	78387GAL7-1-132	15-Jun-16	78387GAL7	AT&T INC	750,000.00	750,000.00	751,459.90	834,108.00	11,953.13
Available	796253T93-3-588	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	210,000.00	210,000.00	231,536.65	245,149.80	1,955.10
Available	796253T93-4-588	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	1,290,000.00	1,290,000.00	1,422,296.54	1,505,920.20	12,009.90
Available	796253T93-2-148	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	7,000,000.00	7,000,000.00	7,000,000.00	8,171,660.00	65,170.00
Available	796253T93-2-588	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	560,000.00	560,000.00	617,431.06	653,732.80	5,213.60
Available	796253T93-1-588	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	3,440,000.00	3,440,000.00	3,792,790.77	4,015,787.20	32,026.40
Available	797400FN3-4-588	01-Apr-48	797400FN3	SAN DIEGO COUNTY REGIONAL TRAN	1,000,000.00	1,000,000.00	1,000,000.00	1,128,420.00	28,898.22
Available	797400FN3-3-588	01-Apr-48	797400FN3	SAN DIEGO COUNTY REGIONAL TRAN	618,000.00	618,000.00	732,108.52	697,363.56	17,859.10
Available	797400FN3-2-588	01-Apr-48	797400FN3	SAN DIEGO COUNTY REGIONAL TRAN	1,210,000.00	1,210,000.00	1,433,416.36	1,365,388.20	34,966.85
Available	797400FN3-5-588	01-Apr-48	797400FN3	SAN DIEGO COUNTY REGIONAL TRAN	1,000,000.00	1,000,000.00	1,184,641.62	1,128,420.00	28,898.22
Available	797400FN3-1-588	01-Apr-48	797400FN3	SAN DIEGO COUNTY REGIONAL TRAN	6,897,000.00	6,897,000.00	8,170,473.27	7,782,712.74	199,311.04
Available	797440BK9-2-588	01-Jun-39	797440BK9	SAN DIEGO GAS AND ELECTRIC CO	560,000.00	560,000.00	557,544.20	682,012.80	10,826.67
Available	797440BK9-1-588	01-Jun-39	797440BK9	SAN DIEGO GAS AND ELECTRIC CO	3,440,000.00	3,440,000.00	3,424,914.36	4,189,507.20	66,506.67
Available	797440BM5-1-588	15-Aug-40	797440BM5	SAN DIEGO GAS AND ELECTRIC CO	8,000,000.00	8,000,000.00	7,915,885.00	8,059,808.00	42,000.00
Available	797440BP8-1-70	15-Nov-41	797440BP8	SAN DIEGO GAS AND ELECTRIC CO	5,000,000.00	5,000,000.00	4,993,036.85	4,599,655.00	72,416.67
Available	79765RTK5-1-588	01-Nov-40	79765RTK5	SAN FRANCISCO CALIF CITY & CNT	17,620,000.00	17,620,000.00	21,511,392.66	19,843,291.60	428,753.33
Available	79765RTL3-1-588	01-Nov-50	79765RTL3	SAN FRANCISCO CALIF CITY & CNT	50,000.00	50,000.00	53,251.77	61,763.50	1,409.31
Available	80168NEP0-9-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	3,000,000.00	3,000,000.00	3,268,289.76	3,266,640.00	86,181.33
Available	80168NEP0-8-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	7,250,000.00	7,250,000.00	7,892,921.50	7,894,380.00	208,271.56
Available	80168NEP0-7-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	7,000,000.00	7,000,000.00	7,626,009.44	7,622,160.00	201,089.78
Available	80168NEP0-6-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	6,435,000.00	6,435,000.00	7,005,648.25	7,006,942.80	184,858.96
Available	80168NEP0-3-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	1,205,000.00	1,205,000.00	1,311,857.99	1,312,100.40	34,616.17
Available	80168NEP0-2-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	970,000.00	970,000.00	1,056,018.46	1,056,213.60	27,865.30
Available	80168NEP0-1-588	01-Apr-32	80168NEP0	SANTA CLARA VY CALIF TRANSN AU	1,390,000.00	1,390,000.00	1,513,263.57	1,513,543.20	39,930.68
Available	81013TAC5-2-588	15-Mar-25	81013TAC5	SCOTTISH POWER LTD	426,000.00	426,000.00	391,187.19	442,884.94	825.02
Available	81013TAC5-1-588	15-Mar-25	81013TAC5	SCOTTISH POWER LTD	2,500,000.00	2,500,000.00	2,295,699.50	2,599,090.00	4,841.67
Available	81180RAE2-2-588	01-Oct-16	81180RAE2	SEAGATE TECHNOLOGY HDD HOLDING	264,000.00	264,000.00	259,970.29	295,020.00	8,776.53
Available	81180RAE2-1-70	01-Oct-16	81180RAE2	SEAGATE TECHNOLOGY HDD HOLDING	264,000.00	264,000.00	259,967.93	295,020.00	8,776.53
Available	816851AP4-5-588	15-Oct-39	816851AP4	SEMPRA ENERGY	1,000,000.00	1,000,000.00	971,382.19	1,102,482.00	27,000.00
Available	816851AP4-4-588	15-Oct-39	816851AP4	SEMPRA ENERGY	280,000.00	280,000.00	277,764.40	308,694.96	7,560.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	816851AP4-3-588	15-Oct-39	816851AP4	SEMPRA ENERGY	840,000.00	840,000.00	833,293.20	926,084.88	22,680.00
Available	816851AP4-2-588	15-Oct-39	816851AP4	SEMPRA ENERGY	6,000,000.00	6,000,000.00	5,952,094.30	6,614,892.00	162,000.00
Available	816851AP4-1-588	15-Oct-39	816851AP4	SEMPRA ENERGY	880,000.00	880,000.00	872,973.83	970,184.16	23,760.00
Available	822582AD4-8-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	2,500,000.00	2,500,000.00	2,834,487.09	3,122,345.00	45,156.25
Available	822582AD4-4-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	1,390,000.00	1,390,000.00	1,650,875.65	1,736,023.82	25,106.88
Available	822582AD4-2-70	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	4,500,000.00	4,500,000.00	5,172,355.47	5,620,221.00	81,281.25
Available	822582AD4-5-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	709,000.00	709,000.00	842,065.35	885,497.04	12,806.31
Available	822582AD4-3-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	921,000.00	921,000.00	1,040,089.02	1,150,271.90	16,635.56
Available	822582AD4-2-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	1,810,000.00	1,810,000.00	2,044,040.31	2,260,577.78	32,693.13
Available	822582AD4-1-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	7,901,000.00	7,901,000.00	9,383,862.27	9,867,859.14	142,711.81
Available	822582AN2-2-588	25-Mar-40	822582AN2	SHELL INTERNATIONAL FINANCE BV	4,300,000.00	4,300,000.00	4,280,393.19	4,859,193.50	1,313.89
Available	822582AN2-1-588	25-Mar-40	822582AN2	SHELL INTERNATIONAL FINANCE BV	700,000.00	700,000.00	696,808.19	791,031.50	213.89
Available	828783AT7-1-148	15-Jun-18	828783AT7	SIMON PROPERTY GROUP LP	6,180,000.00	6,180,000.00	6,610,790.69	7,414,677.48	129,136.25
Available	828783AT7-1-132	15-Jun-18	828783AT7	SIMON PROPERTY GROUP LP	2,000,000.00	2,000,000.00	2,139,414.46	2,399,572.00	41,791.67
Available	836753JG9-1-588	01-May-44	836753JG9	SOUTH BROWARD HOSP DIST FLA	2,000,000.00	2,000,000.00	2,000,000.00	2,186,920.00	59,032.67
Available	836753JG9-2-588	01-May-44	836753JG9	SOUTH BROWARD HOSP DIST FLA	1,000,000.00	1,000,000.00	995,113.76	1,093,460.00	29,516.33
Available	836753JG9-4-588	01-May-44	836753JG9	SOUTH BROWARD HOSP DIST FLA	2,000,000.00	2,000,000.00	1,990,227.52	2,186,920.00	59,032.67
Available	836753JG9-3-588	01-May-44	836753JG9	SOUTH BROWARD HOSP DIST FLA	1,000,000.00	1,000,000.00	995,113.76	1,093,460.00	29,516.33
Available	837004BY5-1-132	01-Nov-18	837004BY5	SOUTH CAROLINA ELECTRIC & GAS	5,000,000.00	5,000,000.00	5,017,016.65	5,742,230.00	106,458.33
Available	842400EV1-2-588	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	280,000.00	280,000.00	274,916.62	324,859.08	7,871.11
Available	842400EV1-3-148	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	4,000,000.00	4,000,000.00	4,103,274.45	4,640,844.00	112,444.44
Available	842400EV1-3-70	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	2,000,000.00	2,000,000.00	2,024,699.78	2,320,422.00	56,222.22
Available	842400EV1-1-21	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	3,500,000.00	3,500,000.00	3,711,380.45	4,060,738.50	98,388.89
Available	842400EV1-1-588	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	1,720,000.00	1,720,000.00	1,688,773.50	1,995,562.92	48,351.11
Available	842400FL2-3-588	15-Mar-39	842400FL2	SOUTHERN CALIFORNIA EDISON COM	7,901,000.00	7,901,000.00	7,839,962.26	9,445,874.63	15,933.68
Available	842400FL2-2-588	15-Mar-39	842400FL2	SOUTHERN CALIFORNIA EDISON COM	709,000.00	709,000.00	703,522.75	847,630.06	1,429.82
Available	842400FL2-1-588	15-Mar-39	842400FL2	SOUTHERN CALIFORNIA EDISON COM	1,390,000.00	1,390,000.00	1,379,261.81	1,661,785.31	2,803.17
Available	843646AJ9-1-70	15-Jul-43	843646AJ9	SOUTHERN POWER COMPANY	4,935,000.00	4,935,000.00	5,148,282.86	4,918,581.26	51,097.81
Available	843830AD2-1-588	01-Mar-16	843830AD2	SOUTHERN STAR CENTRAL CORP	750,000.00	750,000.00	749,237.33	758,437.50	3,656.25
Available	84755TAC1-2-588	15-Sep-38	84755TAC1	SPECTRA ENERGY CAPITAL LLC	10,000,000.00	10,000,000.00	9,982,729.92	11,925,260.00	25,000.00
Available	84755TAC1-1-588	15-Sep-38	84755TAC1	SPECTRA ENERGY CAPITAL LLC	19,320,000.00	19,320,000.00	19,286,634.21	23,039,602.32	48,300.00
Available	854502AA9-1-588	01-Sep-40	854502AA9	STANLEY BLACK & DECKER INC	1,390,000.00	1,390,000.00	1,398,594.75	1,411,859.14	5,220.22
Available	854502AA9-3-588	01-Sep-40	854502AA9	STANLEY BLACK & DECKER INC	7,901,000.00	7,901,000.00	7,949,854.04	8,025,251.13	29,672.64
Available	854502AA9-2-588	01-Sep-40	854502AA9	STANLEY BLACK & DECKER INC	709,000.00	709,000.00	713,383.94	720,149.73	2,662.69
Available	858271AA7-1-21	30-Jun-17	858271AA7	STEELRIVER TRANSMISSION COMPAN	6,000,000.00	5,048,637.01	5,048,637.01	5,243,125.65	57,466.11
Available	858271AA7-1-1801	30-Jun-17	858271AA7	STEELRIVER TRANSMISSION COMPAN	2,000,000.00	1,682,879.00	1,682,879.00	1,747,708.55	19,155.37
Available	867229AD8-1-588	01-Dec-34	867229AD8	SUNCOR ENERGY INC	1,000,000.00	1,000,000.00	889,151.07	1,080,462.00	19,172.22
Available	86787EAM9-4-588	15-Mar-18	86787EAM9	SUNTRUST BANK/ATLANTA GA	300,000.00	300,000.00	299,601.80	358,033.20	725.00
Available	86787EAM9-1-588	15-Mar-18	86787EAM9	SUNTRUST BANK/ATLANTA GA	185,000.00	185,000.00	184,340.12	220,787.14	447.08
Available	86787EAM9-1-70	15-Mar-18	86787EAM9	SUNTRUST BANK/ATLANTA GA	1,500,000.00	1,500,000.00	1,542,898.43	1,790,166.00	3,625.00
Available	86787EAM9-3-588	15-Mar-18	86787EAM9	SUNTRUST BANK/ATLANTA GA	1,345,000.00	1,345,000.00	1,343,214.76	1,605,182.18	3,250.42
Available	86787EAM9-2-588	15-Mar-18	86787EAM9	SUNTRUST BANK/ATLANTA GA	5,000.00	5,000.00	4,993.36	5,967.22	12.08
Available	871829AF4-1-588	01-Aug-28	871829AF4	SYSCO CORPORATION	8,000,000.00	8,000,000.00	9,173,544.17	9,872,392.00	80,888.89
Available	872287AL1-1-21	15-Feb-28	872287AL1	TCI COMMUNICATIONS INC	4,000,000.00	4,000,000.00	4,033,231.15	5,066,628.00	33,250.00
Available	87236YAA6-2-588	01-Dec-19	87236YAA6	TD AMERITRADE HOLDING CORPORAT	6,030,000.00	6,030,000.00	6,086,460.04	7,016,598.45	108,808.00
Available	87236YAA6-1-588	01-Dec-19	87236YAA6	TD AMERITRADE HOLDING CORPORAT	970,000.00	970,000.00	979,082.29	1,128,706.55	17,503.11
Available	87246AAE8-5-21	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	250,000.00	250,000.00	248,900.77	271,339.00	655.35
Available	87246AAE8-4-21	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	700,000.00	700,000.00	696,922.16	759,749.20	1,834.99
Available	87246AAE8-1-1613	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	150,000.00	150,000.00	149,340.46	162,803.40	393.21
Available	87246AAE8-4-148	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	11,100,000.00	11,100,000.00	11,074,150.79	12,047,451.60	29,097.64
Available	87246AAE8-3-132	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	500,000.00	500,000.00	497,801.54	542,678.00	1,310.70

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	87246AAE8-2-132	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	1,900,000.00	1,900,000.00	1,713,175.97	2,062,176.40	4,980.68
Available	87246AAE8-1-21	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	11,500,000.00	11,500,000.00	11,449,435.50	12,481,594.00	30,146.21
Available	87246AAE8-1-39	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	2,000,000.00	2,000,000.00	1,991,206.17	2,170,712.00	5,242.82
Available	87246AAE8-1-54	15-Aug-39	87246AAE8	TIAA SEASONED COMMERCIAL MORTG	900,000.00	900,000.00	896,042.78	976,820.40	2,359.27
Available	87425EAJ2-1-70	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.	2,000,000.00	2,000,000.00	1,840,912.33	1,957,060.00	18,200.00
Available	87425EAK9-1-588	01-Feb-38	87425EAK9	TALISMAN ENERGY INC.	2,500,000.00	2,500,000.00	2,683,383.22	2,556,022.50	24,305.56
Available	87425EAL7-4-588	01-Jun-19	87425EAL7	TALISMAN ENERGY INC.	2,498,000.00	2,498,000.00	2,490,923.27	3,036,216.58	62,380.61
Available	87425EAL7-3-588	01-Jun-19	87425EAL7	TALISMAN ENERGY INC.	672,000.00	672,000.00	670,096.25	816,788.45	16,781.33
Available	87425EAL7-5-588	01-Jun-19	87425EAL7	TALISMAN ENERGY INC.	5,000,000.00	5,000,000.00	5,129,521.43	6,077,295.00	124,861.11
Available	87425EAL7-2-588	01-Jun-19	87425EAL7	TALISMAN ENERGY INC.	630,000.00	630,000.00	628,215.24	765,739.17	15,732.50
Available	875127AV4-3-588	15-May-36	875127AV4	TAMPA ELECTRIC COMPANY	280,000.00	280,000.00	281,882.69	342,651.40	6,724.67
Available	875127AV4-1-588	15-May-36	875127AV4	TAMPA ELECTRIC COMPANY	1,720,000.00	1,720,000.00	1,710,181.82	2,104,858.60	41,308.67
Available	875127AV4-4-588	15-May-36	875127AV4	TAMPA ELECTRIC COMPANY	1,720,000.00	1,720,000.00	1,731,565.08	2,104,858.60	41,308.67
Available	875127AV4-2-588	15-May-36	875127AV4	TAMPA ELECTRIC COMPANY	280,000.00	280,000.00	278,401.69	342,651.40	6,724.67
Available	875127BA9-2-588	15-Jun-42	875127BA9	TAMPA ELECTRIC COMPANY	1,700,000.00	1,700,000.00	1,695,348.11	1,522,401.00	19,748.33
Available	875127BA9-1-588	15-Jun-42	875127BA9	TAMPA ELECTRIC COMPANY	45,000.00	45,000.00	44,876.86	40,298.85	522.75
Available	87612EAK2-3-588	01-Nov-32	87612EAK2	TARGET CORPORATION	3,270,000.00	3,270,000.00	3,370,950.41	3,981,339.45	84,211.58
Available	87612EAK2-1-588	01-Nov-32	87612EAK2	TARGET CORPORATION	530,000.00	530,000.00	546,361.99	645,293.55	13,648.97
Available	87612EAK2-2-588	01-Nov-32	87612EAK2	TARGET CORPORATION	2,000,000.00	2,000,000.00	2,045,798.33	2,435,070.00	51,505.56
Available	87612EBA3-1-70	01-Jul-42	87612EBA3	TARGET CORPORATION	5,000,000.00	5,000,000.00	4,876,931.58	4,456,865.00	47,777.78
Available	878742AW5-1-588	15-Jul-41	878742AW5	TECK RESOURCES LTD	5,000,000.00	5,000,000.00	4,985,695.81	4,844,760.00	62,500.00
Available	878742AW5-1-70	15-Jul-41	878742AW5	TECK RESOURCES LTD	3,000,000.00	3,000,000.00	2,991,417.49	2,906,856.00	37,500.00
Available	87927VAV0-2-588	04-Jun-38	87927VAV0	TELECOM ITALIA CAPITAL SA	10,000,000.00	10,000,000.00	10,000,000.00	9,782,170.00	242,353.61
Available	87927VAV0-1-588	04-Jun-38	87927VAV0	TELECOM ITALIA CAPITAL SA	1,000,000.00	1,000,000.00	1,000,000.00	978,217.00	24,235.36
Available	879385AD4-2-588	15-Sep-30	879385AD4	TELEFONICA EUROPE BV	2,580,000.00	2,580,000.00	3,100,905.92	3,048,024.90	7,095.00
Available	879385AD4-1-588	15-Sep-30	879385AD4	TELEFONICA EUROPE BV	420,000.00	420,000.00	504,798.64	496,190.10	1,155.00
Available	87938WAC7-6-588	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	1,290,000.00	1,290,000.00	1,290,000.00	1,385,245.86	24,487.25
Available	87938WAC7-5-588	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	210,000.00	210,000.00	210,000.00	225,505.14	3,986.30
Available	87938WAC7-4-588	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	350,000.00	350,000.00	350,000.00	375,841.90	6,643.83
Available	87938WAC7-3-588	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	420,000.00	420,000.00	420,000.00	451,010.28	7,972.59
Available	87938WAC7-2-588	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	3,000,000.00	3,000,000.00	3,000,000.00	3,221,502.00	56,947.08
Available	87938WAC7-1-588	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	1,730,000.00	1,730,000.00	1,730,000.00	1,857,732.82	32,839.48
Available	88031QAA8-6-70	30-Mar-24	88031QAA8	TENASKA VIRGINIA PARTNERS LP	1,000,000.76	735,695.55	738,075.76	777,306.49	10,879.16
Available	881575AA2-5-588	15-Nov-17	881575AA2	TESCO PLC	200,000.00	200,000.00	201,475.44	224,599.00	4,033.33
Available	881575AA2-3-588	15-Nov-17	881575AA2	TESCO PLC	200,000.00	200,000.00	199,583.64	224,599.00	4,033.33
Available	881575AA2-4-588	15-Nov-17	881575AA2	TESCO PLC	1,000,000.00	1,000,000.00	1,007,377.18	1,122,995.00	20,166.67
Available	881575AA2-2-588	15-Nov-17	881575AA2	TESCO PLC	1,290,000.00	1,290,000.00	1,287,314.48	1,448,663.55	26,015.00
Available	881575AA2-1-588	15-Nov-17	881575AA2	TESCO PLC	210,000.00	210,000.00	209,562.82	235,828.95	4,235.00
Available	88163VAD1-2-588	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	5,000,000.00	5,000,000.00	5,544,605.07	5,774,020.00	47,833.33
Available	88163VAD1-4-588	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	420,000.00	420,000.00	413,695.45	485,017.68	4,018.00
Available	88163VAD1-3-588	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	700,000.00	700,000.00	689,492.42	808,362.80	6,696.67
Available	88163VAD1-1-588	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	1,880,000.00	1,880,000.00	1,851,779.63	2,171,031.52	17,985.33
Available	882722KF7-2-588	01-Apr-39	882722KF7	TEXAS ST	700,000.00	700,000.00	741,881.31	788,046.00	18,880.40
Available	882722KF7-1-588	01-Apr-39	882722KF7	TEXAS ST	4,300,000.00	4,300,000.00	4,557,270.91	4,840,854.00	115,979.60
Available	882722KF7-1-132	01-Apr-39	882722KF7	TEXAS ST	2,500,000.00	2,500,000.00	2,649,576.11	2,814,450.00	67,430.00
Available	884903BH7-2-588	15-Apr-40	884903BH7	THOMSON REUTERS CORPORATION	2,000,000.00	2,000,000.00	1,963,971.56	2,125,582.00	52,650.00
Available	884903BH7-3-588	15-Apr-40	884903BH7	THOMSON REUTERS CORPORATION	280,000.00	280,000.00	274,883.83	297,581.48	7,371.00
Available	884903BH7-1-588	15-Apr-40	884903BH7	THOMSON REUTERS CORPORATION	720,000.00	720,000.00	706,844.12	765,209.52	18,954.00
Available	88579EAC9-1-70	15-Mar-37	88579EAC9	3M CO	3,000,000.00	3,000,000.00	4,076,194.10	3,493,398.00	5,700.00
Available	88579EAC9-4-588	15-Mar-37	88579EAC9	3M CO	2,000,000.00	2,000,000.00	2,167,403.49	2,328,932.00	3,800.00
Available	88579EAC9-2-70	15-Mar-37	88579EAC9	3M CO	1,000,000.00	1,000,000.00	1,339,250.22	1,164,466.00	1,900.00

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Available	88579EAC9-3-588	15-Mar-37	88579EAC9	3M CO	10,000,000.00	10,000,000.00	10,837,017.43	11,644,660.00	19,000.00
Available	88579EAC9-2-588	15-Mar-37	88579EAC9	3M CO	15,000,000.00	15,000,000.00	14,942,002.80	17,466,990.00	28,500.00
Available	88579EAC9-1-588	15-Mar-37	88579EAC9	3M CO	1,770,000.00	1,770,000.00	1,939,989.26	2,061,104.82	3,363.00
Available	887315BN8-2-588	15-May-29	887315BN8	HISTORIC TW INC	22,000.00	22,000.00	23,806.98	25,090.01	534.42
Available	887315BN8-1-588	15-May-29	887315BN8	HISTORIC TW INC	4,435,000.00	4,435,000.00	4,674,881.95	5,057,917.93	107,733.54
Available	889175BE4-2-148	01-May-20	889175BE4	TOLEDO EDISON CO (THE)	728,000.00	728,000.00	726,951.37	882,839.78	21,405.22
Available	89346DAE7-5-588	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	2,250,000.00	2,250,000.00	2,227,769.60	2,175,122.25	4,875.00
Available	89346DAE7-4-588	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	375,000.00	375,000.00	371,294.93	362,520.38	812.50
Available	89346DAE7-1-588	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	310,000.00	310,000.00	305,981.18	299,683.51	671.67
Available	89346DAE7-3-588	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	655,000.00	655,000.00	646,508.63	633,202.26	1,419.17
Available	89346DAE7-2-588	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	160,000.00	160,000.00	157,925.77	154,675.36	346.67
Available	893521AB0-2-588	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	3,440,000.00	3,440,000.00	3,613,721.55	4,261,320.64	89,440.00
Available	893521AB0-2-70	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	1,000,000.00	1,000,000.00	1,029,056.19	1,238,756.00	26,000.00
Available	893521AB0-3-588	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	2,000,000.00	2,000,000.00	2,101,000.90	2,477,512.00	52,000.00
Available	893521AB0-1-588	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	560,000.00	560,000.00	588,280.25	693,703.36	14,560.00
Available	893521AB0-1-70	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	1,000,000.00	1,000,000.00	1,050,500.45	1,238,756.00	26,000.00
Available	893526DF7-4-588	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	2,160,000.00	2,160,000.00	2,136,365.26	2,344,863.60	59,472.00
Available	893526DF7-3-70	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	1,000,000.00	1,000,000.00	1,001,568.12	1,085,585.00	27,533.33
Available	893526DF7-1-588	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	420,000.00	420,000.00	415,404.36	455,945.70	11,564.00
Available	893526DF7-3-588	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	3,000,000.00	3,000,000.00	3,004,704.36	3,256,755.00	82,600.00
Available	893526DF7-2-588	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	420,000.00	420,000.00	415,404.36	455,945.70	11,564.00
Available	893526DJ9-1-588	01-Jun-40	893526DJ9	TRANSCANADA PIPELINES LIMITED	4,000,000.00	4,000,000.00	3,987,563.58	4,636,220.00	78,622.22
Available	893570BY6-2-21	15-Jun-18	893570BY6	TRANSCONTINENTAL GAS PIPE LINE	4,000,000.00	4,000,000.00	3,829,989.37	4,680,560.00	68,566.67
Available	893570BY6-1-146	15-Jun-18	893570BY6	TRANSCONTINENTAL GAS PIPE LINE	3,000,000.00	3,000,000.00	2,872,492.02	3,510,420.00	51,425.00
Available	893830AF6-1-588	15-Apr-31	893830AF6	TRANSOCEAN INC	420,000.00	420,000.00	510,982.43	471,986.76	14,175.00
Available	893830AF6-3-70	15-Apr-31	893830AF6	TRANSOCEAN INC	1,000,000.00	1,000,000.00	1,188,673.06	1,123,778.00	33,750.00
Available	893830AF6-2-588	15-Apr-31	893830AF6	TRANSOCEAN INC	2,580,000.00	2,580,000.00	3,138,892.05	2,899,347.24	87,075.00
Available	89420GAE9-1-70	15-Mar-33	89420GAE9	TRAVELERS PROPERTY CASUALTY CO	500,000.00	500,000.00	466,084.36	614,621.00	1,062.50
Available	89837LAB1-3-588	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	3,440,000.00	3,440,000.00	3,788,495.90	4,022,072.08	14,161.33
Available	89837LAB1-1-588	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	2,000,000.00	2,000,000.00	2,802,270.23	2,338,414.00	8,233.33
Available	89837LAB1-2-588	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	560,000.00	560,000.00	616,731.89	654,755.92	2,305.33
Available	904764AH0-2-588	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	3,440,000.00	3,440,000.00	3,317,549.89	4,243,725.04	74,418.67
Available	904764AH0-1-588	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	560,000.00	560,000.00	540,066.26	690,838.96	12,114.67
Available	906548CD2-4-573	01-Feb-20	906548CD2	UNION ELECTRIC CO	1,000,000.00	1,000,000.00	993,393.22	1,076,110.00	7,777.78
Available	906548CD2-3-70	01-Feb-20	906548CD2	UNION ELECTRIC CO	1,000,000.00	1,000,000.00	993,393.22	1,076,110.00	7,777.78
Available	907818CF3-2-588	01-Feb-29	907818CF3	UNION PACIFIC CORPORATION	6,620,000.00	6,620,000.00	7,173,559.28	8,089,487.74	68,222.78
Available	907818CF3-1-148	01-Feb-29	907818CF3	UNION PACIFIC CORPORATION	5,000,000.00	5,000,000.00	5,627,439.40	6,109,885.00	51,527.78
Available	907818CF3-1-588	01-Feb-29	907818CF3	UNION PACIFIC CORPORATION	1,070,000.00	1,070,000.00	1,159,472.57	1,307,515.39	11,026.94
Available	907818CU0-1-148	01-May-34	907818CU0	UNION PACIFIC CORPORATION	5,500,000.00	5,500,000.00	6,027,970.61	6,485,941.00	139,409.72
Available	907818CU0-1-588	01-May-34	907818CU0	UNION PACIFIC CORPORATION	1,000,000.00	1,000,000.00	1,051,392.99	1,179,262.00	25,347.22
Available	907818DG0-1-132	01-Feb-21	907818DG0	UNION PACIFIC CORPORATION	3,000,000.00	3,000,000.00	2,989,287.02	3,175,275.00	18,666.67
Available	907818DJ4-1-588	15-Sep-41	907818DJ4	UNION PACIFIC CORPORATION	4,550,000.00	4,550,000.00	4,463,596.80	4,534,730.20	7,204.17
Available	907818DL9-2-588	15-Jun-42	907818DL9	UNION PACIFIC CORPORATION	1,700,000.00	1,700,000.00	1,751,840.19	1,595,453.40	20,711.67
Available	907818DL9-1-588	15-Jun-42	907818DL9	UNION PACIFIC CORPORATION	45,000.00	45,000.00	46,372.24	42,232.59	548.25
Available	907818DS4-1-588	01-Feb-44	907818DS4	UNION PACIFIC CORPORATION	10,250,000.00	10,250,000.00	10,047,883.69	10,363,262.50	49,415.25
Available	91086QAS7-2-588	27-Sep-34	91086QAS7	MEXICO (UNITED MEXICAN STATES)	270,000.00	270,000.00	336,387.39	324,675.00	9,112.50
Available	91086QAS7-1-588	27-Sep-34	91086QAS7	MEXICO (UNITED MEXICAN STATES)	1,692,000.00	1,692,000.00	2,108,027.67	2,034,630.00	57,105.00
Available	91086QAS7-4-588	27-Sep-34	91086QAS7	MEXICO (UNITED MEXICAN STATES)	1,692,000.00	1,692,000.00	2,108,027.67	2,034,630.00	57,105.00
Available	91086QAS7-3-588	27-Sep-34	91086QAS7	MEXICO (UNITED MEXICAN STATES)	270,000.00	270,000.00	336,387.39	324,675.00	9,112.50
Available	91159HHA1-1-588	24-May-21	91159HHA1	US BANCORP	1,000,000.00	1,000,000.00	996,900.48	1,062,095.00	14,093.75
Available	91159HHA1-1-70	24-May-21	91159HHA1	US BANCORP	2,000,000.00	2,000,000.00	1,993,800.97	2,124,190.00	28,187.50

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	912828UT5-1-1823	31-Mar-15	912828UT5	UNITED STATES TREASURY	340,000.00	340,000.00	340,205.12	340,066.30	415.76
Available	912828UT5-1-1805	31-Mar-15	912828UT5	UNITED STATES TREASURY	900,000.00	900,000.00	900,336.18	900,175.50	1,100.54
Available	912828UT5-1-1821	31-Mar-15	912828UT5	UNITED STATES TREASURY	1,450,000.00	1,450,000.00	1,450,541.62	1,450,282.75	1,773.10
Available	912828UT5-1-1822	31-Mar-15	912828UT5	UNITED STATES TREASURY	3,200,000.00	3,200,000.00	3,201,195.30	3,200,624.00	3,913.04
Available	912828UZ1-1-1821	30-Apr-18	912828UZ1	UNITED STATES TREASURY	2,045,000.00	2,045,000.00	2,035,784.30	1,984,128.53	5,209.75
Available	912828UZ1-1-1823	30-Apr-18	912828UZ1	UNITED STATES TREASURY	565,000.00	565,000.00	562,453.85	548,182.21	1,439.37
Available	912920AL9-2-588	10-Nov-26	912920AL9	QWEST CORP	1,720,000.00	1,720,000.00	1,377,255.65	1,721,718.28	47,128.00
Available	912920AL9-1-588	10-Nov-26	912920AL9	QWEST CORP	280,000.00	280,000.00	224,204.41	280,279.72	7,672.00
Available	912920AL9-1-70	10-Nov-26	912920AL9	QWEST CORP	2,000,000.00	2,000,000.00	1,601,460.06	2,001,998.00	54,800.00
Available	913017AT6-2-588	01-Aug-28	913017AT6	UNITED TECHNOLOGIES CORPORATIO	5,160,000.00	5,160,000.00	5,688,104.79	6,447,327.12	53,778.67
Available	913017AT6-1-70	01-Aug-28	913017AT6	UNITED TECHNOLOGIES CORPORATIO	500,000.00	500,000.00	551,172.94	624,741.00	5,211.11
Available	913017AT6-1-588	01-Aug-28	913017AT6	UNITED TECHNOLOGIES CORPORATIO	840,000.00	840,000.00	925,970.55	1,049,564.88	8,754.67
Available	913017BJ7-4-21	01-May-35	913017BJ7	UNITED TECHNOLOGIES CORPORATIO	2,000,000.00	2,000,000.00	1,896,182.86	2,222,746.00	43,800.00
Available	913017BJ7-3-21	01-May-35	913017BJ7	UNITED TECHNOLOGIES CORPORATIO	1,950,000.00	1,950,000.00	1,848,778.29	2,167,177.35	42,705.00
Available	913017BK4-3-70	01-Jun-36	913017BK4	UNITED TECHNOLOGIES CORPORATIO	3,000,000.00	3,000,000.00	3,140,644.71	3,555,348.00	58,483.33
Available	913017BV0-4-164	01-Jun-22	913017BV0	UNITED TECHNOLOGIES CORPORATIO	180,000.00	180,000.00	192,833.22	176,733.18	1,798.00
Available	913026AT7-1-588	15-Jan-25	913026AT7	UNITED TELEPHONE COMPANY OF FL	2,485,000.00	2,485,000.00	2,957,159.13	2,822,758.72	41,623.75
Available	913026AT7-2-70	15-Jan-25	913026AT7	UNITED TELEPHONE COMPANY OF FL	1,135,000.00	1,135,000.00	1,350,654.17	1,289,268.07	19,011.25
Available	91324PAR3-1-588	15-Mar-36	91324PAR3	UNITEDHEALTH GROUP INCORPORATE	1,720,000.00	1,720,000.00	1,558,259.67	1,901,465.16	3,325.33
Available	91324PAR3-2-588	15-Mar-36	91324PAR3	UNITEDHEALTH GROUP INCORPORATE	280,000.00	280,000.00	253,670.18	309,540.84	541.33
Available	91324PAR3-4-588	15-Mar-36	91324PAR3	UNITEDHEALTH GROUP INCORPORATE	2,580,000.00	2,580,000.00	2,337,389.50	2,852,197.74	4,988.00
Available	91324PAR3-3-588	15-Mar-36	91324PAR3	UNITEDHEALTH GROUP INCORPORATE	420,000.00	420,000.00	380,505.27	464,311.26	812.00
Available	91324PBV3-1-70	15-Mar-22	91324PBV3	UNITEDHEALTH GROUP INCORPORATE	5,000,000.00	5,000,000.00	5,065,635.43	4,733,300.00	4,791.67
Available	913366DF4-3-588	15-May-49	913366DF4	UNIVERSITY CALIF REGTS MEDICAL	280,000.00	280,000.00	280,000.00	328,258.00	6,758.55
Available	913366DF4-5-588	15-May-49	913366DF4	UNIVERSITY CALIF REGTS MEDICAL	1,720,000.00	1,720,000.00	1,720,000.00	2,016,442.00	41,516.79
Available	913366DF4-4-588	15-May-49	913366DF4	UNIVERSITY CALIF REGTS MEDICAL	75,000.00	75,000.00	73,511.77	87,926.25	1,810.33
Available	913366DF4-2-588	15-May-49	913366DF4	UNIVERSITY CALIF REGTS MEDICAL	420,000.00	420,000.00	420,000.00	492,387.00	10,137.82
Available	913366DF4-1-588	15-May-49	913366DF4	UNIVERSITY CALIF REGTS MEDICAL	2,580,000.00	2,580,000.00	2,580,000.00	3,024,663.00	62,275.18
Available	913366EP1-2-588	15-May-48	913366EP1	UNIVERSITY CALIF REGTS MEDICAL	709,000.00	709,000.00	709,000.00	830,543.87	17,022.62
Available	913366EP1-1-588	15-May-48	913366EP1	UNIVERSITY CALIF REGTS MEDICAL	1,390,000.00	1,390,000.00	1,390,000.00	1,628,287.70	33,372.97
Available	913366EP1-3-588	15-May-48	913366EP1	UNIVERSITY CALIF REGTS MEDICAL	7,901,000.00	7,901,000.00	7,901,000.00	9,255,468.43	189,697.74
Available	91412GHA6-3-588	15-May-12	91412GHA6	UNIVERSITY OF CALIFORNIA REVS	17,960,000.00	17,960,000.00	18,097,456.63	15,461,045.60	319,915.49
Available	91412GHA6-2-588	15-May-12	91412GHA6	UNIVERSITY OF CALIFORNIA REVS	11,840,000.00	11,840,000.00	11,840,000.00	10,192,582.40	210,901.97
Available	91412GHA6-1-588	15-May-12	91412GHA6	UNIVERSITY OF CALIFORNIA REVS	25,160,000.00	25,160,000.00	25,160,000.00	21,659,237.60	448,166.69
Available	914440KJ0-2-588	01-May-29	914440KJ0	UNIVERSITY OF MASSACHUSETTS BL	1,720,000.00	1,720,000.00	1,720,000.00	1,931,302.00	44,803.99
Available	914886AA4-2-588	01-Oct-11	914886AA4	UNIVERSITY OF SOUTHERN CALIFOR	1,630,000.00	1,630,000.00	1,630,000.00	1,821,169.66	41,836.67
Available	914886AA4-4-588	01-Oct-11	914886AA4	UNIVERSITY OF SOUTHERN CALIFOR	5,000,000.00	5,000,000.00	5,000,000.00	5,586,410.00	128,333.33
Available	914886AA4-3-588	01-Oct-11	914886AA4	UNIVERSITY OF SOUTHERN CALIFOR	829,000.00	829,000.00	829,000.00	926,226.78	21,277.67
Available	914886AA4-1-146	01-Oct-11	914886AA4	UNIVERSITY OF SOUTHERN CALIFOR	8,930,000.00	8,930,000.00	8,877,800.93	9,977,328.26	229,203.33
Available	914886AA4-1-588	01-Oct-11	914886AA4	UNIVERSITY OF SOUTHERN CALIFOR	9,241,000.00	9,241,000.00	9,241,000.00	10,324,802.96	237,185.67
Available	915217RY1-5-588	01-Sep-39	915217RY1	UNIVERSITY OF VIRGINIA	280,000.00	280,000.00	291,020.59	347,622.80	1,253.78
Available	915217RY1-4-588	01-Sep-39	915217RY1	UNIVERSITY OF VIRGINIA	420,000.00	420,000.00	436,530.88	521,434.20	1,880.67
Available	915217RY1-3-588	01-Sep-39	915217RY1	UNIVERSITY OF VIRGINIA	3,000,000.00	3,000,000.00	3,102,646.04	3,724,530.00	13,433.33
Available	915217RY1-2-588	01-Sep-39	915217RY1	UNIVERSITY OF VIRGINIA	2,000,000.00	2,000,000.00	2,072,741.71	2,483,020.00	8,955.56
Available	915217RY1-1-588	01-Sep-39	915217RY1	UNIVERSITY OF VIRGINIA	300,000.00	300,000.00	311,807.77	372,453.00	1,343.33
Available	918204AR9-2-146	15-Oct-33	918204AR9	VF CORPORATION	6,000,000.00	6,000,000.00	6,151,682.47	6,695,490.00	162,000.00
Available	918204AR9-1-146	15-Oct-33	918204AR9	VF CORPORATION	1,000,000.00	1,000,000.00	1,040,048.57	1,115,915.00	27,000.00
Available	91911TAH6-5-588	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	500,000.00	500,000.00	505,096.57	514,832.50	12,031.25
Available	91911TAH6-4-588	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	210,000.00	210,000.00	212,140.56	216,229.65	5,053.13
Available	91911TAH6-3-588	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	280,000.00	280,000.00	282,854.08	288,306.20	6,737.50
Available	91911TAH6-2-588	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	2,000,000.00	2,000,000.00	2,018,986.89	2,059,330.00	48,125.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	91911TAH6-1-588	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	1,010,000.00	1,010,000.00	1,020,295.08	1,039,961.65	24,303.13
Available	91911TAH6-6-588	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	1,000,000.00	1,000,000.00	976,818.43	1,029,665.00	24,062.50
Available	91911TAH6-1-70	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	1,000,000.00	1,000,000.00	976,818.43	1,029,665.00	24,062.50
Available	91913YAE0-2-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	2,880,000.00	2,880,000.00	3,170,519.60	3,369,346.56	97,200.00
Available	91913YAE0-4-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	280,000.00	280,000.00	326,156.70	327,575.36	9,450.00
Available	91913YAE0-9-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	300,000.00	300,000.00	341,256.69	350,973.60	10,125.00
Available	91913YAE0-8-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	1,400,000.00	1,400,000.00	1,627,161.07	1,637,876.80	47,250.00
Available	91913YAE0-7-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	1,530,000.00	1,530,000.00	1,782,213.39	1,789,965.36	51,637.50
Available	91913YAE0-6-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	120,000.00	120,000.00	132,104.98	140,389.44	4,050.00
Available	91913YAE0-5-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	190,000.00	190,000.00	221,320.62	222,283.28	6,412.50
Available	91913YAE0-3-588	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	300,000.00	300,000.00	348,677.37	350,973.60	10,125.00
Available	92344GAM8-3-588	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	770,000.00	770,000.00	871,202.51	948,874.85	19,228.61
Available	92344GAM8-1-588	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	230,000.00	230,000.00	260,229.32	283,430.15	5,743.61
Available	92344GAM8-1-70	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	1,500,000.00	1,500,000.00	1,780,268.57	1,848,457.50	37,458.33
Available	92344GAM8-2-588	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	5,500,000.00	5,500,000.00	6,655,242.26	6,777,677.50	137,347.22
Available	92344GAS5-1-533	15-Jun-32	92344GAS5	VERIZON GLOBAL FUNDING CORPORA	4,000,000.00	4,000,000.00	4,224,418.99	4,897,544.00	87,833.33
Available	92344GAX4-5-588	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	2,580,000.00	2,580,000.00	2,505,483.58	2,683,563.78	5,031.00
Available	92344GAX4-4-588	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	420,000.00	420,000.00	407,869.42	436,859.22	819.00
Available	92344GAX4-2-588	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	1,000,000.00	1,000,000.00	971,117.67	1,040,141.00	1,950.00
Available	92344GAX4-3-588	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	3,000,000.00	3,000,000.00	2,913,353.00	3,120,423.00	5,850.00
Available	92344GAX4-1-588	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	2,000,000.00	2,000,000.00	1,906,672.63	2,080,282.00	3,900.00
Available	925524AV2-1-588	15-May-33	925524AV2	CBS CORP	420,000.00	420,000.00	400,866.91	407,630.16	8,470.00
Available	925524AV2-2-588	15-May-33	925524AV2	CBS CORP	2,580,000.00	2,580,000.00	2,462,468.19	2,504,013.84	52,030.00
Available	92553PAP7-2-588	15-Mar-43	92553PAP7	VIACOM INC	7,925,000.00	7,925,000.00	7,662,326.64	6,461,799.33	11,557.29
Available	92553PAP7-1-588	15-Mar-43	92553PAP7	VIACOM INC	4,786,000.00	4,786,000.00	4,627,368.49	3,902,356.03	6,979.58
Available	92812QRY5-2-588	01-Jan-21	92812QRY5	VIRGINIA ST HSG DEV AUTH	3,660,000.00	3,660,000.00	3,660,000.00	3,828,872.40	48,525.50
Available	92812QRY5-1-588	01-Jan-21	92812QRY5	VIRGINIA ST HSG DEV AUTH	590,000.00	590,000.00	590,000.00	617,222.60	7,822.42
Available	92857TAH0-2-588	15-Feb-30	92857TAH0	VODAFONE GROUP PLC	280,000.00	280,000.00	339,577.44	353,898.44	2,572.50
Available	92857TAH0-1-588	15-Feb-30	92857TAH0	VODAFONE GROUP PLC	1,720,000.00	1,720,000.00	2,085,975.70	2,173,947.56	15,802.50
Available	92929QAQ0-3-588	01-Aug-26	92929QAQ0	WASTE MANAGEMENT INC	1,000,000.00	1,000,000.00	1,112,259.03	1,227,863.00	11,044.44
Available	92929QAQ0-2-588	01-Aug-26	92929QAQ0	WASTE MANAGEMENT INC	1,100,000.00	1,100,000.00	1,223,484.93	1,350,649.30	12,148.89
Available	92929QAQ0-1-588	01-Aug-26	92929QAQ0	WASTE MANAGEMENT INC	2,500,000.00	2,500,000.00	2,578,415.22	3,069,657.50	27,611.11
Available	92933WAB4-4-588	02-Sep-19	92933WAB4	WEA FINANCE LLC/WT FINANCE AUS	2,000,000.00	2,000,000.00	1,982,315.79	2,378,728.00	9,375.00
Available	92933WAB4-3-588	02-Sep-19	92933WAB4	WEA FINANCE LLC/WT FINANCE AUS	1,360,000.00	1,360,000.00	1,347,974.74	1,617,535.04	6,375.00
Available	92933WAB4-2-588	02-Sep-19	92933WAB4	WEA FINANCE LLC/WT FINANCE AUS	260,000.00	260,000.00	257,701.05	309,234.64	1,218.75
Available	92933WAB4-1-588	02-Sep-19	92933WAB4	WEA FINANCE LLC/WT FINANCE AUS	280,000.00	280,000.00	277,524.21	333,021.92	1,312.50
Available	929766X65-3-148	15-May-44	929766X65	WACHOVIA BANK COMMERCIAL MORTG	6,750,000.00	6,750,000.00	6,601,432.46	7,076,551.50	23,156.25
Available	929766X65-2-148	15-May-44	929766X65	WACHOVIA BANK COMMERCIAL MORTG	10,000,000.00	10,000,000.00	8,677,243.90	10,483,780.00	34,305.56
Available	929766X65-1-21	15-May-44	929766X65	WACHOVIA BANK COMMERCIAL MORTG	5,000,000.00	5,000,000.00	4,338,621.95	5,241,890.00	17,152.78
Available	92976GAG6-3-588	01-Feb-37	92976GAG6	WACHOVIA BANK NA	280,000.00	280,000.00	287,260.57	313,714.52	2,548.00
Available	92976GAG6-1-70	01-Feb-37	92976GAG6	WACHOVIA BANK NA	2,000,000.00	2,000,000.00	2,051,861.21	2,240,818.00	18,200.00
Available	92976GAG6-6-588	01-Feb-37	92976GAG6	WACHOVIA BANK NA	1,000,000.00	1,000,000.00	1,025,930.60	1,120,409.00	9,100.00
Available	92976GAG6-5-588	01-Feb-37	92976GAG6	WACHOVIA BANK NA	1,720,000.00	1,720,000.00	1,764,600.64	1,927,103.48	15,652.00
Available	92976GAG6-2-588	01-Feb-37	92976GAG6	WACHOVIA BANK NA	280,000.00	280,000.00	287,260.57	313,714.52	2,548.00
Available	92976GAG6-1-588	01-Feb-37	92976GAG6	WACHOVIA BANK NA	1,720,000.00	1,720,000.00	1,764,600.64	1,927,103.48	15,652.00
Available	92976VAF5-3-70	15-May-43	92976VAF5	WACHOVIA BANK COMMERCIAL MORTG	5,000,000.00	5,000,000.00	4,953,173.28	5,503,630.00	21,359.87
Available	92976VAF5-1-588	15-May-43	92976VAF5	WACHOVIA BANK COMMERCIAL MORTG	2,500,000.00	2,500,000.00	2,476,586.64	2,751,815.00	10,679.93
Available	929771AE3-3-70	01-Oct-25	929771AE3	WACHOVIA CORPORATION	1,000,000.00	1,000,000.00	1,079,279.95	1,185,098.00	32,291.11
Available	931142BF9-1-70	15-Feb-30	931142BF9	WAL-MART STORES INC	2,500,000.00	2,500,000.00	2,841,689.67	3,358,410.00	22,020.83
Available	931142CK7-3-588	15-Aug-37	931142CK7	WAL-MART STORES INC	3,000,000.00	3,000,000.00	2,997,562.33	3,714,075.00	22,750.00
Available	931142CK7-2-588	15-Aug-37	931142CK7	WAL-MART STORES INC	420,000.00	420,000.00	440,188.41	519,970.50	3,185.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	931142CK7-1-588	15-Aug-37	931142CK7	WAL-MART STORES INC	2,580,000.00	2,580,000.00	2,704,014.50	3,194,104.50	19,565.00
Available	93974CPM6-1-70	01-Aug-39	93974CPM6	WASHINGTON (STATE OF)	1,740,000.00	1,740,000.00	2,206,530.30	1,894,059.60	14,835.24
Available	93974CRE2-3-588	01-Aug-40	93974CRE2	WASHINGTON (STATE OF)	1,417,000.00	1,417,000.00	1,417,000.00	1,485,880.37	11,329.70
Available	93974CRE2-2-588	01-Aug-40	93974CRE2	WASHINGTON (STATE OF)	2,780,000.00	2,780,000.00	2,780,000.00	2,915,135.80	22,227.64
Available	93974CRE2-1-588	01-Aug-40	93974CRE2	WASHINGTON (STATE OF)	15,803,000.00	15,803,000.00	15,803,000.00	16,571,183.83	126,353.76
Available	93976AAH5-2-588	01-Jul-40	93976AAH5	WASHINGTON ST CONV CENTER PUBL	280,000.00	280,000.00	280,000.00	310,598.40	4,541.76
Available	93976AAH5-1-588	01-Jul-40	93976AAH5	WASHINGTON ST CONV CENTER PUBL	1,720,000.00	1,720,000.00	1,720,000.00	1,907,961.60	27,899.36
Available	94106LAV1-1-70	30-Nov-39	94106LAV1	WASTE MANAGEMENT INC	5,000,000.00	5,000,000.00	4,974,294.89	5,694,565.00	99,531.25
Available	94106LAW9-2-148	30-Jun-20	94106LAW9	WASTE MANAGEMENT INC	3,000,000.00	3,000,000.00	2,986,596.55	3,251,133.00	34,437.50
Available	947075AB3-2-588	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	210,000.00	210,000.00	212,353.09	211,178.73	2,123.33
Available	947075AB3-5-588	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	780,000.00	780,000.00	788,740.04	784,378.14	7,886.67
Available	947075AB3-3-588	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	510,000.00	510,000.00	515,714.64	512,862.63	5,156.67
Available	947075AB3-6-588	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	3,700,000.00	3,700,000.00	3,620,812.64	3,720,768.10	37,411.11
Available	947075AB3-4-588	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	210,000.00	210,000.00	212,353.09	211,178.73	2,123.33
Available	947075AB3-1-588	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	1,290,000.00	1,290,000.00	1,304,454.68	1,297,240.77	13,043.33
Available	947075AE7-1-588	15-Mar-38	947075AE7	WEATHERFORD INTERNATIONAL LTD	1,000,000.00	1,000,000.00	993,134.03	1,064,390.00	2,333.33
Available	94973VAH0-3-70	15-Dec-34	94973VAH0	WELLPOINT INC	1,000,000.00	1,000,000.00	997,626.02	1,103,540.00	16,858.33
Available	94973VAH0-2-588	15-Dec-34	94973VAH0	WELLPOINT INC	3,000,000.00	3,000,000.00	2,973,272.26	3,310,620.00	50,575.00
Available	94973VAH0-1-588	15-Dec-34	94973VAH0	WELLPOINT INC	1,000,000.00	1,000,000.00	997,626.02	1,103,540.00	16,858.33
Available	94973VAL1-4-588	15-Jan-36	94973VAL1	WELLPOINT INC	420,000.00	420,000.00	383,258.53	452,163.18	4,914.00
Available	94973VAL1-2-588	15-Jan-36	94973VAL1	WELLPOINT INC	420,000.00	420,000.00	383,258.53	452,163.18	4,914.00
Available	94973VAL1-8-588	15-Jan-36	94973VAL1	WELLPOINT INC	4,000,000.00	4,000,000.00	3,923,947.40	4,306,316.00	46,800.00
Available	94973VAL1-7-588	15-Jan-36	94973VAL1	WELLPOINT INC	2,160,000.00	2,160,000.00	1,971,043.87	2,325,410.64	25,272.00
Available	94973VAL1-6-588	15-Jan-36	94973VAL1	WELLPOINT INC	3,000,000.00	3,000,000.00	3,025,455.65	3,229,737.00	35,100.00
Available	94973VAL1-3-588	15-Jan-36	94973VAL1	WELLPOINT INC	420,000.00	420,000.00	383,258.53	452,163.18	4,914.00
Available	94973VAL1-1-588	15-Jan-36	94973VAL1	WELLPOINT INC	2,580,000.00	2,580,000.00	2,354,302.40	2,777,573.82	30,186.00
Available	94988HAC5-2-1822	15-Oct-45	94988HAC5	WELLS FARGO COMMERCIAL MORTGAG	75,000.00	75,000.00	77,038.70	70,993.80	158.06
Available	94988HAC5-1-1805	15-Oct-45	94988HAC5	WELLS FARGO COMMERCIAL MORTGAG	100,000.00	100,000.00	102,526.03	94,658.40	210.74
Available	94988HAC5-1-1823	15-Oct-45	94988HAC5	WELLS FARGO COMMERCIAL MORTGAG	70,000.00	70,000.00	71,394.35	66,260.88	147.52
Available	94988HAE1-1-1822	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	350,000.00	350,000.00	357,949.01	340,952.15	894.58
Available	94988HAE1-1-54	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	595,000.00	595,000.00	618,215.99	579,618.66	1,520.79
Available	94988HAE1-2-1822	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	55,000.00	55,000.00	57,446.13	53,578.20	140.58
Available	94988HAE1-2-1823	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	5,000.00	5,000.00	5,253.76	4,870.75	12.78
Available	94988HAE1-1-1805	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	100,000.00	100,000.00	103,697.05	97,414.90	255.59
Available	94988HAE1-1-1821	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	200,000.00	200,000.00	204,542.29	194,829.80	511.19
Available	94988HAE1-1-1823	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	45,000.00	45,000.00	47,283.88	43,836.71	115.02
Available	95709TAD2-4-21	15-Jul-20	95709TAD2	WESTAR ENERGY INC	5,000,000.00	5,000,000.00	4,891,254.71	5,626,465.00	51,000.00
Available	95709TAD2-3-21	15-Jul-20	95709TAD2	WESTAR ENERGY INC	5,500,000.00	5,500,000.00	5,492,087.79	6,189,111.50	56,100.00
Available	95709TAD2-1-132	15-Jul-20	95709TAD2	WESTAR ENERGY INC	4,500,000.00	4,500,000.00	4,493,526.37	5,063,818.50	45,900.00
Available	95709TAG5-3-148	01-Dec-18	95709TAG5	WESTAR ENERGY INC	4,500,000.00	4,500,000.00	4,818,949.23	5,802,345.00	125,062.50
Available	95709TAG5-2-148	01-Dec-18	95709TAG5	WESTAR ENERGY INC	3,500,000.00	3,500,000.00	3,748,071.63	4,512,935.00	97,270.83
Available	95709TAG5-1-132	01-Dec-18	95709TAG5	WESTAR ENERGY INC	500,000.00	500,000.00	535,438.80	644,705.00	13,895.83
Available	957576AA9-6-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	1,500,000.00	1,500,000.00	1,522,081.62	1,538,941.50	17,250.00
Available	957576AA9-1-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	5,100,000.00	5,100,000.00	5,093,463.10	5,232,401.10	58,650.00
Available	957576AA9-2-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	210,000.00	210,000.00	213,091.43	215,451.81	2,415.00
Available	957576AA9-5-70	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	2,000,000.00	2,000,000.00	2,029,442.16	2,051,922.00	23,000.00
Available	957576AA9-7-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	1,290,000.00	1,290,000.00	1,308,990.19	1,323,489.69	14,835.00
Available	957576AA9-3-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	2,400,000.00	2,400,000.00	2,396,923.81	2,462,306.40	27,600.00
Available	957576AA9-6-70	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	3,500,000.00	3,500,000.00	3,340,597.92	3,590,863.50	40,250.00
Available	957576AA9-5-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	2,000,000.00	2,000,000.00	1,997,690.31	2,051,922.00	23,000.00
Available	957576AA9-4-588	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	4,500,000.00	4,500,000.00	4,494,803.19	4,616,824.50	51,750.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	957576AA9-3-70	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	2,500,000.00	2,500,000.00	2,386,141.37	2,564,902.50	28,750.00
Available	969457BD1-2-588	15-Jun-31	969457BD1	WILLIAMS COS INC	1,000,000.00	1,000,000.00	1,048,758.68	1,133,417.00	21,958.33
Available	969457BD1-1-588	15-Jun-31	969457BD1	WILLIAMS COS INC	855,500.00	855,500.00	944,933.09	969,638.24	18,785.35
Available	969457BM1-1-21	15-Mar-32	969457BM1	WILLIAMS COS INC	288,000.00	288,000.00	334,218.50	350,976.96	840.00
Available	969457BM1-2-21	15-Mar-32	969457BM1	WILLIAMS COS INC	3,000,000.00	3,000,000.00	3,484,730.11	3,656,010.00	8,750.00
Available	969457BU3-1-70	15-Jan-23	969457BU3	WILLIAMS COS INC	2,000,000.00	2,000,000.00	1,994,770.26	1,806,830.00	14,800.00
Available	969457BU3-1-588	15-Jan-23	969457BU3	WILLIAMS COS INC	3,000,000.00	3,000,000.00	2,992,155.39	2,710,245.00	22,200.00
Available	96950FAF1-2-588	15-Apr-40	96950FAF1	WILLIAMS PARTNERS LP	5,000,000.00	5,000,000.00	5,421,483.91	5,299,985.00	141,750.00
Available	96950FAF1-3-588	15-Apr-40	96950FAF1	WILLIAMS PARTNERS LP	1,000,000.00	1,000,000.00	1,098,178.24	1,059,997.00	28,350.00
Available	96950FAF1-1-588	15-Apr-40	96950FAF1	WILLIAMS PARTNERS LP	2,021,000.00	2,021,000.00	2,022,734.61	2,142,253.94	57,295.35
Available	96950FAF1-6-588	15-Apr-40	96950FAF1	WILLIAMS PARTNERS LP	719,000.00	719,000.00	719,617.11	762,137.84	20,383.65
Available	96950FAF1-5-588	15-Apr-40	96950FAF1	WILLIAMS PARTNERS LP	560,000.00	560,000.00	560,480.64	593,598.32	15,876.00
Available	96950FAF1-4-588	15-Apr-40	96950FAF1	WILLIAMS PARTNERS LP	700,000.00	700,000.00	700,600.80	741,997.90	19,845.00
Available	980888AF8-1-588	12-Apr-21	980888AF8	WOOLWORTHS LIMITED	5,000,000.00	5,000,000.00	4,989,494.17	5,313,350.00	104,270.83
Available	983130AP0-2-588	01-May-20	983130AP0	WYNN LAS VEGAS LLC / WYNN LAS	1,330,000.00	1,330,000.00	1,341,582.86	1,469,650.00	42,476.88
Available	98385XAM8-1-588	01-Aug-37	98385XAM8	XTO ENERGY INC.	1,000,000.00	1,000,000.00	1,220,689.07	1,337,201.00	10,500.00
Available	98389BAN0-2-588	15-Sep-41	98389BAN0	XCEL ENERGY INC	2,580,000.00	2,580,000.00	2,574,048.38	2,532,522.84	4,128.00
Available	98389BAN0-1-588	15-Sep-41	98389BAN0	XCEL ENERGY INC	420,000.00	420,000.00	419,031.13	412,271.16	672.00
Available	98412JBA1-1-146	01-Apr-16	98412JBA1	XEROX CORPORATION	500,000.00	500,000.00	497,179.01	566,286.00	17,600.00
Available	98417EAC4-2-70	15-Nov-37	98417EAC4	XSTRATA FINANCE (CANADA) LTD	3,000,000.00	3,000,000.00	2,990,907.63	3,045,111.00	75,900.00
Available	988498AD3-1-588	15-Nov-37	988498AD3	YUM! BRANDS INC.	2,580,000.00	2,580,000.00	2,893,042.85	2,992,619.40	65,037.50
Available	988498AD3-2-588	15-Nov-37	988498AD3	YUM! BRANDS INC.	420,000.00	420,000.00	470,960.46	487,170.60	10,587.50
Available	988498AH4-1-70	01-Nov-21	988498AH4	YUM! BRANDS INC.	4,830,000.00	4,830,000.00	5,132,966.84	4,782,516.27	73,456.25
Available	989701AL1-2-70	15-May-14	989701AL1	ZIONS BANCORPORATION	1,150,000.00	1,150,000.00	1,149,599.80	1,184,682.85	23,824.17
Available	98978VAC7-1-70	01-Feb-43	98978VAC7	ZOETIS INC	2,500,000.00	2,500,000.00	2,507,714.83	2,329,930.00	18,277.78
Available	18273-1		18273	PHYSICIAN'S OFFICE BUILDING		509,204.78	511,516.93	591,288.59	
Available	18496-1		18496	MULBERRY CHILD CARE CENTER		651,243.56	651,243.56	705,296.78	
Available	18387-1		18387	VILLAGE BUSINESS CENTRE		764,625.44	764,625.44	875,572.59	
Available	18213-1		18213	SHERMAN AVENUE APARTMENTS		955,960.49	959,535.38	1,020,965.80	
Available	18365-1		18365	FALLBROOK CROSSING PROF CENTER		1,183,865.73	1,186,876.03	1,341,319.87	
Available	18677-1		18677	MISSION VALLEY CENTER EAST		1,770,178.16	1,770,178.16	1,936,043.85	
Available	18576-1		18576	CARDINAL PARK		1,947,112.79	1,947,112.79	2,091,199.14	
Available	18429-1		18429	OCEAN CENTER—PHASE II		2,025,560.15	2,030,827.60	2,207,050.34	
Available	18427-1		18427	TEXAS CHILDREN'S HOSPITAL		2,128,590.57	2,134,436.26	2,300,154.97	
Available	18453-1		18453	PUBLIX-ORLANDO		2,313,993.90	2,320,886.34	2,252,673.06	
Available	18644-1		18644	SHERMAN AVENUE APARTMENTS		2,353,789.61	2,360,841.97	2,538,797.47	
Available	18550-1		18550	MASTRONARDI PRODUCE (VACANT)		2,435,968.77	2,444,358.49	2,442,789.48	
Available	18313-1		18313	ORR CORPORATION BLDG		2,448,208.75	2,454,166.29	2,820,581.30	
Available	19106-1		19106	PLAZA AT PALMER RANCH		2,491,825.08	2,502,144.95	2,507,274.40	
Available	18452-1		18452	PUBLIX-SUMMERVILLE		2,647,549.03	2,655,434.91	2,577,388.98	
Available	18699-1		18699	TYLER MALL MINI SELF STORAGE		2,747,603.54	2,747,603.54	2,971,807.99	
Available	19275-1		19275	TRADITION APARTMENTS		2,784,232.35	2,791,135.56	2,657,828.20	
Available	19022-1		19022	450 W SANTA CLARA		3,070,024.69	3,082,932.13	3,272,032.31	
Available	18451-1		18451	PUBLIX-ATLANTA		3,075,948.67	3,085,110.47	2,994,436.03	
Available	18563-1		18563	LEBANON COMMERCE CENTER		3,266,868.23	3,272,960.17	3,346,579.81	
Available	19084-1		19084	CAMDEN COURT APARTMENTS		3,549,966.72	3,566,370.93	3,220,529.81	
Available	18908-1		18908	TUSCANY VILLA & ESTATES		4,372,272.32	4,390,133.74	4,747,850.51	
Available	18661-1		18661	HOME DEPOT GROUND LEASE		5,225,851.96	5,266,875.60	5,394,646.98	
Available	18325-1		18325	OCEAN CENTER		5,252,374.02	5,252,374.02	5,913,647.91	
Available	18658-1		18658	MEADOWLAWN APARTMENTS		6,083,088.57	6,083,088.57	6,308,162.85	
Available	19180-1		19180	BRADLEY BUSINESS CENTER		7,601,623.11	7,619,346.37	7,521,045.91	

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	19124-1		19124	VANCOUVER PARK PLACE		7,624,220.39	7,642,295.61	7,579,999.91	
Available	19169-1		19169	EL CAMINO PROMENADE		7,774,051.14	7,792,076.24	7,592,915.75	
Available	19050-1		19050	SPRINGHILL SUITES MARRIOTT		7,835,104.79	7,868,218.70	8,376,510.53	
Available	18525-1		18525	ALPS VILLAGE		8,313,661.18	8,341,249.46	7,968,644.24	
Available	19157-1		19157	PLYMOUTH MARKETPLACE		10,030,941.61	10,054,810.46	9,341,815.92	
Available	19168-1		19168	MEADOWSTONE PLACE SR APTS		10,219,766.79	10,243,334.95	9,247,866.97	
Available	19121-1		19121	LA REINE APARTMENTS		10,615,573.19	10,665,488.95	9,279,072.53	
Available	19191-1		19191	SEEKONK SQUARE		11,250,000.00	11,276,650.24	10,165,500.00	
Available	18641-1		18641	SOUTH VALLEY MEDICAL BLDG		11,508,409.18	11,551,550.95	11,286,296.88	
Available	19190-1		19190	AIR WEST V WAREHOUSE		13,663,376.98	13,695,539.28	12,247,851.12	
Available	19151-1		19151	TRADITION APARTMENTS		13,696,309.55	13,728,870.95	11,633,645.33	
Available	18997-1		18997	COLLEGE PARK SHOPPING CENTER		14,405,271.59	14,463,772.69	13,788,725.97	
Available	756465-1		756465	FRANKLIN CENTER SHOPPING CTR		15,156,348.51	15,156,348.51	14,948,706.54	
Available	19139-1		19139	PIERSIDE PAVILION		16,079,581.72	16,117,475.57	15,045,664.62	
Available	19049-1		19049	EMBASSY APARTMENTS		17,461,137.84	17,533,903.44	17,138,106.79	
Available	18556-1		18556	MERCY MEDICAL BUILDING		17,996,129.33	18,054,514.01	18,237,277.46	
Available	19108-1		19108	ELLIOT BUSINESS PARK		22,383,454.04	22,490,074.15	21,508,260.99	
Available	19086-1		19086	SHATTUCK OFFICE AND PARKING		29,059,606.22	29,192,590.38	28,931,743.95	
Available	19200-1		19200	COMMUNITY MEMORIAL HEALTH MOB		29,298,585.94	29,368,754.82	26,122,619.22	
Available	19175-1		19175	51ST AVENUE DISTRIBUTION		33,205,440.76	33,283,643.66	30,114,014.23	
Available	19179-1		19179	DOWNTOWN AT THE GARDENS		43,848,995.73	43,951,220.78	39,578,103.55	

Annex A-2

Unavailable Assets²

[See attached.]

² This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Unavailable	07388VAE8-6-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				2,231,910.00	
Unavailable	07388VAE8-10-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				3,347,865.00	
Unavailable	976826BF3-1-588	01-Oct-38	976826BF3	WISCONSIN POWER AND LIGHT COMP				17,239,750.00	
Unavailable	46629MAL9-8-148	15-May-45	46629MAL9	JP MORGAN CHASE COMMERCIAL MOR				10,972,130.00	
Unavailable	86722TAB8-1-588	01-Jun-39	86722TAB8	SUNCOR ENERGY INC				10,425,694.02	
Unavailable	316773CH1-7-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				7,725,906.00	
Unavailable	46629MAL9-9-148	15-May-45	46629MAL9	JP MORGAN CHASE COMMERCIAL MOR				5,486,065.00	
Unavailable	46629MAL9-7-148	15-May-45	46629MAL9	JP MORGAN CHASE COMMERCIAL MOR				5,486,065.00	
Unavailable	87425EAJ2-4-588	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.				4,892,650.00	
Unavailable	743315AM5-6-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)				5,179,870.00	
Unavailable	17305EDT9-3-588	15-Jun-39	17305EDT9	CITIBANK CREDIT CARD ISSUANCE				4,008,868.50	
Unavailable	70109HAJ4-2-588	15-May-38	70109HAJ4	PARKER HANNIFIN CORP				4,143,480.00	
Unavailable	02364WAJ4-2-588	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV				3,240,015.00	
Unavailable	913017BK4-1-588	01-Jun-36	913017BK4	UNITED TECHNOLOGIES CORPORATIO				3,057,599.28	
Unavailable	717081CY7-2-588	15-Mar-39	717081CY7	PFIZER INC				2,725,978.00	
Unavailable	316773CH1-6-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				2,436,235.69	
Unavailable	87425EAJ2-5-588	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.				1,839,636.40	
Unavailable	743315AM5-5-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)				1,903,530.00	
Unavailable	913903AN0-3-588	30-Jun-16	913903AN0	UNIVERSAL HEALTH SERVICES INC				1,951,250.00	
Unavailable	125509BL2-2-588	01-May-19	125509BL2	CIGNA CORPORATION				2,207,878.00	
Unavailable	743315AM5-2-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)				1,487,300.00	
Unavailable	86722TAB8-2-588	01-Jun-39	86722TAB8	SUNCOR ENERGY INC				1,683,125.98	
Unavailable	717081CY7-1-588	15-Mar-39	717081CY7	PFIZER INC				1,499,287.90	
Unavailable	46629MAL9-10-148	15-May-45	46629MAL9	JP MORGAN CHASE COMMERCIAL MOR				1,108,185.13	
Unavailable	02364WAJ4-6-588	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV				1,080,005.00	
Unavailable	87425EAJ2-1-588	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.				978,530.00	
Unavailable	02364WAJ4-5-588	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV				1,017,364.71	
Unavailable	316773CH1-1-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				1,081,626.84	
Unavailable	87425EAJ2-2-588	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.				684,971.00	
Unavailable	316773CH1-4-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				772,590.60	
Unavailable	02364WAJ4-1-588	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV				626,402.90	
Unavailable	70109HAJ4-1-588	15-May-38	70109HAJ4	PARKER HANNIFIN CORP				674,520.00	
Unavailable	02364WAJ4-3-588	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV				453,602.10	
Unavailable	87425EAJ2-3-588	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.				410,982.60	
Unavailable	913017BK4-2-588	01-Jun-36	913017BK4	UNITED TECHNOLOGIES CORPORATIO				497,748.72	
Unavailable	743315AM5-3-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)				406,600.00	
Unavailable	125509BL2-1-588	01-May-19	125509BL2	CIGNA CORPORATION				359,422.00	
Unavailable	316773CH1-3-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				360,542.28	
Unavailable	717081CY7-3-588	15-Mar-39	717081CY7	PFIZER INC				381,636.92	
Unavailable	913903AN0-4-588	30-Jun-16	913903AN0	UNIVERSAL HEALTH SERVICES INC				278,750.00	
Unavailable	913903AN0-1-588	30-Jun-16	913903AN0	UNIVERSAL HEALTH SERVICES INC				267,600.00	
Unavailable	717081CY7-4-588	15-Mar-39	717081CY7	PFIZER INC				299,857.58	
Unavailable	743315AM5-4-588	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)				235,400.00	
Unavailable	316773CH1-5-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				139,066.31	
Unavailable	18085PMT8-5-588	01-Jul-45	18085PMT8	CLARK CNTY NEV				6,203,200.00	
Unavailable	18085PMT8-4-588	01-Jul-45	18085PMT8	CLARK CNTY NEV				11,165,760.00	
Unavailable	18085PMT8-3-588	01-Jul-45	18085PMT8	CLARK CNTY NEV				43,422.40	
Unavailable	18085PMT8-2-588	01-Jul-45	18085PMT8	CLARK CNTY NEV				55,828.80	
Unavailable	18085PMT8-1-588	01-Jul-45	18085PMT8	CLARK CNTY NEV				6,203,200.00	
Unavailable	209111EH2-1-588	01-Mar-35	209111EH2	CONSOLIDATED EDISON CO OF NEW				2,188,858.00	
Unavailable	209111EH2-2-588	01-Mar-35	209111EH2	CONSOLIDATED EDISON CO OF NEW				2,188,858.00	

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Unavailable	341081EP8-3-588	01-Feb-33	341081EP8	FLORIDA POWER AND LIGHT CO				1,141,947.00	
Unavailable	341081EP8-1-588	01-Feb-33	341081EP8	FLORIDA POWER AND LIGHT CO				2,283,894.00	
Unavailable	341081EP8-2-588	01-Feb-33	341081EP8	FLORIDA POWER AND LIGHT CO				570,973.50	
Unavailable	37247DAB2-1-588	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC				2,119,460.00	
Unavailable	61166WAC5-3-588	30-Jul-35	61166WAC5	MONSANTO COMPANY				3,324,462.00	
Unavailable	61166WAC5-2-588	30-Jul-35	61166WAC5	MONSANTO COMPANY				2,770,385.00	
Unavailable	61166WAC5-1-588	30-Jul-35	61166WAC5	MONSANTO COMPANY				2,770,385.00	
Unavailable	617446HD4-4-588	01-Apr-32	617446HD4	MORGAN STANLEY				1,225,210.00	
Unavailable	617446HD4-3-588	01-Apr-32	617446HD4	MORGAN STANLEY				2,450,420.00	
Unavailable	617446HD4-2-588	01-Apr-32	617446HD4	MORGAN STANLEY				6,126,050.00	
Unavailable	617446HD4-1-588	01-Apr-32	617446HD4	MORGAN STANLEY				2,450,420.00	
Unavailable	684065AT2-1-588	01-Dec-27	684065AT2	ORANGE & ROCKLAND UTILITIES IN				1,744,207.50	
Unavailable	684065AT2-2-588	01-Dec-27	684065AT2	ORANGE & ROCKLAND UTILITIES IN				581,402.50	
Unavailable	68607VNH4-1-588	01-Apr-25	68607VNH4	OREGON ST DEPT ADMINISTRATIVE				5,340,216.60	
Unavailable	84243QAH6-1-588	18-Jan-28	84243QAH6	SOUTHERN CALIFORNIA GAS COMPAN				1,068,630.00	
Unavailable	949746JM4-2-588	07-Feb-35	949746JM4	WELLS FARGO & COMPANY				2,168,766.00	
Unavailable	949746JM4-1-588	07-Feb-35	949746JM4	WELLS FARGO & COMPANY				3,253,149.00	
Unavailable	02364WAX3-1-588	16-Oct-19	02364WAX3	AMERICA MOVIL SAB DE CV				43,579.72	
Unavailable	039483BE1-5-588	26-Mar-42	039483BE1	ARCHER-DANIELS-MIDLAND COMPANY				238,794.87	
Unavailable	039483BE1-3-588	26-Mar-42	039483BE1	ARCHER-DANIELS-MIDLAND COMPANY				1,095,982.85	
Unavailable	039483BE1-2-588	26-Mar-42	039483BE1	ARCHER-DANIELS-MIDLAND COMPANY				2,150,105.24	
Unavailable	039483BE1-1-588	26-Mar-42	039483BE1	ARCHER-DANIELS-MIDLAND COMPANY				8,308,577.47	
Unavailable	31331FAX9-2-588	15-Jan-22	31331FAX9	FEDERAL EXPRESS CORP 1998 PASS				965,320.83	
Unavailable	31331FAX9-1-588	15-Jan-22	31331FAX9	FEDERAL EXPRESS CORP 1998 PASS				153,037.49	
Unavailable	655844BL1-1-132	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION				795,870.24	
Unavailable	655844BL1-1-146	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION				1,251,720.80	
Unavailable	655844BL1-1-534	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION				2,177,157.63	
Unavailable	36241KXY9-2-1822	15-Dec-38	36241KXY9	GOVERNMENT NATIONAL MORTGAGE A				311,203.32	
Unavailable	36241KXY9-1-1822	15-Dec-38	36241KXY9	GOVERNMENT NATIONAL MORTGAGE A				194,106.36	
Unavailable	31413BVB4-7-1822	01-Jul-37	31413BVB4	FEDERAL NATIONAL MORTGAGE ASSO				140,918.23	
Unavailable	3138ALW78-1-1822	01-Jul-26	3138ALW78	FEDERAL NATIONAL MORTGAGE ASSO				133,455.04	
Unavailable	36241KXY9-4-1822	15-Dec-38	36241KXY9	GOVERNMENT NATIONAL MORTGAGE A				15,642.38	
Unavailable	07383FQ50-3-1822	11-Jul-42	07383FQ50	BEAR STEARNS COMMERCIAL MORTGA				6,661.89	
Unavailable	210371AF7-2-588	01-Apr-32	210371AF7	CONSTELLATION ENERGY GROUP INC				1,560,000.00	
Unavailable	210371AF7-1-588	01-Apr-32	210371AF7	CONSTELLATION ENERGY GROUP INC				250,000.00	
Unavailable	23322BCQ9-2-38	10-Jun-31	23322BCQ9	DLJ COMMERCIAL MORTGAGEG CORP				409,610.71	
Unavailable	23322BCQ9-1-38	10-Jun-31	23322BCQ9	DLJ COMMERCIAL MORTGAGEG CORP				274,079.89	
Unavailable	430042AA9-1-588	10-Aug-15	430042AA9	HIGHLAND CAPITAL MORTGAGE TRUS				494,644.07	
Unavailable	430042AA9-2-588	10-Aug-15	430042AA9	HIGHLAND CAPITAL MORTGAGE TRUS				359,941.83	

Annex B

Net Settlements

[See attached.]

Monthly Accounting Report

For the Monthly Accounting Period ending on:

Section 1: Policy cash flows to/(from) Reinsurer (gross)			
	First Year Premium (net of returns and refunds of premiums)	\$ —	
	Renewal Premium (net of returns and refunds of premiums, including dividends)	—	
	Premium on Supplemental Contracts w/ life (after 2 year exclusion period)	—	
	Premium on Supplemental Contracts w/o life (after 2 year exclusion period)	—	
A	TOTAL Reinsurance Premiums		—
	Full / Partial Surrenders, net of surrender charges	—	
	Death Claims	—	
	Benefit Payments - Supplemental Contracts w/ life (after 2 year exclusion period)	—	
	Benefit Payments - Supplemental Contracts w/o life (after 2 year exclusion period)	—	
	Dividend Expense	—	
	Matured Endowments	—	
	Waiver of Premium	—	
B	TOTAL Claims		—
	Policy Loans Change in Asset	—	
	Policy Loans Interest Income	—	
	Policy Loans (Issued)/Principal Repayments	—	
	Dividend Accumulations Change in Liability	—	
	Dividend Accumulations Interest Credited	—	
	Dividend Accumulations (Withdrawals)/Deposits	—	
	Premium Deposit Funds Change in Liability	—	
	Premium Deposit Funds Interest Credited	—	
	Premium Deposit Funds (Withdrawals)/Deposits	—	
C	TOTAL Policy Loans, Dividend Accumulations and Premium Deposit Funds		—
	Premiums paid/received on third-party reinsurance	—	
	Claims received/paid on third-party reinsurance	—	
	Commissions / expense allowances received/paid on third-party reinsurance	—	
	Other Benefits paid/received on third-party reinsurance	—	
D	Net third-party reinsurance		—
Section 2: Policy cash flows due to/(owed from) Reinsurer			
E	Net Reinsured Liabilities (A + B + C + D)		—
	x Quota Share		100%
F	Reinsurer Share of Net Policy Cash Flows		—
G	Net Settlement Amounts paid to/(by) Reinsurer during Period		—
		MM/DD/YYYY	—
H	Policy Cash Flows due to/(owed from) Reinsurer (F - G)		\$—
Section 3 Policy Expenses owed from Reinsurer			
	Premiums Received	—	
	x 1.8%	<u>1.80%</u>	
	Premium Tax Allowance due (from) Reinsurer:		—
	• Premium Tax Allowance Prior Year True-up due to/(from) Reinsurer		—
	• Guaranty Fund Assessments due (from) Reinsurer		—
	• Other Reinsurance ceding / expense allowances due to/(from) Reinsurer		—
I	Monthly Expenses due to/(from) Reinsurer		\$—
Section 4.1 Commercial Mortgage Loan Servicing			
	Mortgage Interest Received	—	
	Mortgage Principal Received	—	
	Other Cashflows / Fees Received	—	
J	TOTAL CML Cash Inflow		—
	Servicing Fees due (from) Reinsurer	—	

	Other Fees due (from) Reinsurer	—	
K	TOTAL CML Fees		—
L	Net CML Activity due to/(from) Reinsurer (J + K)		<u>\$ —</u>
<u>Section 4.2 Hedge (Costs) / Proceeds</u>			
	Assigned Hedge Proceeds	—	
	Assigned Hedge (Costs)	—	
M	Net hedge (costs) / proceeds due to/(from) Reinsurer		—
<u>Section 5 Monthly Net Settlement Amount owed to / (from) Reinsurer</u>			
N	Policy Cash Flows / Policy Expenses Settlement Amount (H + I)		—
L	Net CML Activity		—
M	Net hedge (costs) / proceeds		—
O	Miscellaneous		
	a. Supplemental Allowance for Captive Financing due to Reinsurer		—
	b. AmerUs Closed Block fees (investment management fees and letter of credit fees)		—
	c. Producer Payments		—
P	Monthly Net Settlement Amount owed to / (from) Reinsurer (N + L + M + O)		<u>\$ —</u>

Annex C

Net Retained Liabilities Ceding Commission Adjustment

Until 100% of the Net Retained Liabilities have been reinsured under this Agreement, an adjustment to the Ceding Commission shall be made as part of the Net Settlement each month as provided in this Annex C.

For each liability or obligation in respect of a Policy that remains a Net Retained Liability during the entire month covered in a Net Settlement, the Ceding Commission shall be increased or decreased. The increase or decrease for each Policy will vary based on line of business and will be calculated on a *pro rata* basis for each relevant month, in accordance with the table below, to reflect the time elapsed between April 30, 2013 (the "Signing Date") and the date as of which the Net Settlement is prepared.

Estimated Cede Per \$500mm Gross Face (1)

<u>Years After the Signing Date:</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
IUL Cap	\$ (3.4)	\$ (3.5)	\$ (3.7)	\$ (3.8)	\$ (4.0)	\$ (4.1)	\$ (4.3)	\$ (4.4)	\$ (4.5)	\$ (4.5)	\$ (4.6)
IUL Non-Cap	\$ 1.4	\$ 1.0	\$ 0.3	\$ (0.3)	\$ (0.8)	\$ (1.2)	\$ (1.4)	\$ (1.6)	\$ (1.8)	\$ (1.9)	\$ (2.0)
UL Cap	\$ (3.4)	\$ (3.5)	\$ (3.5)	\$ (3.6)	\$ (3.7)	\$ (3.8)	\$ (3.8)	\$ (3.8)	\$ (3.8)	\$ (3.8)	\$ (3.8)
UL Non-Cap	\$ (0.4)	\$ (0.6)	\$ (0.6)	\$ (0.7)	\$ (0.6)	\$ (0.6)	\$ (0.5)	\$ (0.5)	\$ (0.5)	\$ (0.5)	\$ (0.5)
Term	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.2)
WL	\$ (5.0)	\$ (4.2)	\$ (3.4)	\$ (3.2)	\$ (3.0)	\$ (2.9)	\$ (2.7)	\$ (2.6)	\$ (2.6)	\$ (2.5)	\$ (2.5)
CB	\$ (4.9)	\$ (3.9)	\$ (3.4)	\$ (3.4)	\$ (3.3)	\$ (3.2)	\$ (3.1)	\$ (3.0)	\$ (2.9)	\$ (2.8)	\$ (2.7)

<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
\$ (4.7)	\$ (4.7)	\$ (4.7)	\$ (4.7)	\$ (4.6)	\$ (4.6)	\$ (4.5)	\$ (4.4)	\$ (4.3)	\$ (4.1)
\$ (2.0)	\$ (2.1)	\$ (2.1)	\$ (2.1)	\$ (2.1)	\$ (2.1)	\$ (2.1)	\$ (2.1)	\$ (2.1)	\$ (2.0)
\$ (3.7)	\$ (3.7)	\$ (3.6)	\$ (3.5)	\$ (3.4)	\$ (3.3)	\$ (3.2)	\$ (3.0)	\$ (2.9)	\$ (2.7)
\$ (0.4)	\$ (0.4)	\$ (0.4)	\$ (0.3)	\$ (0.3)	\$ (0.3)	\$ (0.3)	\$ (0.3)	\$ (0.3)	\$ (0.3)
\$ (0.2)	\$ (0.2)	\$ (0.2)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.1)	\$ (0.0)	\$ (0.0)	\$ (0.0)
\$ (2.5)	\$ (2.4)	\$ (2.4)	\$ (2.3)	\$ (2.2)	\$ (2.1)	\$ (2.0)	\$ (1.9)	\$ (1.8)	\$ (1.7)
\$ (2.5)	\$ (2.4)	\$ (2.4)	\$ (2.3)	\$ (2.2)	\$ (2.1)	\$ (2.0)	\$ (1.9)	\$ (1.8)	\$ (1.7)

-
- (1) Gross face is as of September 30, 2013 (*e.g.*, if retained business is ceded to the Company 10 years after the Signing Date, the cede adjustment is applied to the face of that business as of September 30, 2013, not September 30, 2023)

For illustrative purposes only, based on the table above, if \$500 million gross insurance in-force of whole life risk is retained by the Company until one year after the Signing Date, the Ceding Commission would increase by \$0.8 million (the difference in value between the Signing Date and the one year anniversary of the Signing Date for the “whole life” line of business in the table above).

If the calculation of the adjustment based on the table above results in an increase in the Ceding Commission for the relevant month, the amount of such increase shall be reflected as a payable from the Reinsurer to the Company in the applicable Net Settlement. If, instead, such calculation results in a decrease in the Ceding Commission for the relevant month, the amount of such decrease shall be reflected as a payable from the Company to the Reinsurer in the applicable Net Settlement.

Annex D-1

Swiss Re Reduction Methodology

[See attached.]

Reduction Methodology for Hannover and Swiss Re(0)(9)(11)

CASE I: Allowed Increases in Specific Asset Classes (1)(8)

Asset Class	Basis Points Value	Basis Points Adjustment Per 1% Increased Allocation
Corporates rated AAA to A- (2)(3)	0	0.0
Cash	0	0.0
US Government Bonds	0	0.0
Agency RMBS other than ARMs	0	0.0
Corporates rated BBB+ to BBB-(2)(3)	50	0.5
Senior Commercial Mortgage Loans	50	0.5
Non-USD denominated securities	100	1.0
Structured Products rated AAA to BBB-(3)(4)	100	1.0
Convertible Bonds	100	1.0
Corporates rated BB+ to BB- (2)(3)	100	1.0
Non-Agency ARMs	200	2.0
Structured Products rated BB+ or lower(3)(4)	200	2.0
Mezzanine Commercial Mortgage Loans	300	3.0
Surplus Notes	500	5.0
Preferred Stock	500	5.0
Corporates rated below BB- (2)(3)	500	5.0
Real Estate Equity	500	5.0
Common Stock	1000	10.0
Derivatives Other Than to Hedge	1000	10.0
Hedge Funds	1000	10.0
Fund of Funds	1000	10.0
Limited Partnerships	1000	10.0
Private Equity	1000	10.0
Any other "Alternative"	1000	10.0
Basket, Undefined, Unrestricted, or "High Risk" asset categorizations(5)		See Note

CASE II: Changes to Investment Guidelines Other Than Defined in Case I

Other Changes	Absolute Basis Points Adjustment
Change to NAIC Ratings basis instead of NRSRO (per asset class applicable)(6)(7)	10.0
Loosening of duration requirement, per year(10)	3.0

- (0) Any increase related to an asset class with respect to which investments may not be made because of (i) regulatory constraints, (ii) rating requirements, (iii) duration requirements, or (iv) other limitations imposed by financing counterparties will be excluded from this Reduction Methodology
- (1) Any increases to asset classes not explicitly listed here shall be treated in similar manner to increases in the listed classes, with adjustment values reasonably determined by the Parties in comparable manner; decreases in allocations are included in the calculation to the extent of their Basis Points Value only insofar as such decrease actually constrains the investment activity of PLIC or the relevant captive
- (2) Public or Private
- (3) Applies equally to Moody's equivalents
- (4) Includes CLO, ABS, CDO, CMBS, Non-Agency RMBS other than ARMs; Excludes Agency RMBS
- (5) Calculate as if was an explicit increase to highest-value category allowed under terms
- (6) Maximum absolute basis points adjustment is 20 bps
- (7) Covers a change in ratings basis for any reason (average rating limit, asset/rating class limits, etc.), provided that each such change shall contribute only once to the Reduction Methodology
- (8) If a change can be classified under more than one line item, compute the adjustment based on the highest Basis Points Value

Hannover Reduction Methodology

[See attached.]

Reduction Methodology for Hannover and Swiss Re(0)(9)(11)

CASE I: Allowed Increases in Specific Asset Classes (1)(8)

Asset Class	Basis Points Value	Basis Points Adjustment Per 1% Increased Allocation
Corporates rated AAA to A- (2)(3)	0	0.0
Cash	0	0.0
US Government Bonds	0	0.0
Agency RMBS other than ARMs	0	0.0
Corporates rated BBB+ to BBB-(2)(3)	50	0.5
Senior Commercial Mortgage Loans	50	0.5
Non-USD denominated securities	100	1.0
Structured Products rated AAA to BBB-(3)(4)	100	1.0
Convertible Bonds	100	1.0
Corporates rated BB+ to BB- (2)(3)	100	1.0
Non-Agency ARMs	200	2.0
Structured Products rated BB+ or lower(3)(4)	200	2.0
Mezzanine Commercial Mortgage Loans	300	3.0
Surplus Notes	500	5.0
Preferred Stock	500	5.0
Corporates rated below BB- (2)(3)	500	5.0
Real Estate Equity	500	5.0
Common Stock	1000	10.0
Derivatives Other Than to Hedge	1000	10.0
Hedge Funds	1000	10.0
Fund of Funds	1000	10.0
Limited Partnerships	1000	10.0
Private Equity	1000	10.0
Any other "Alternative"	1000	10.0
Basket, Undefined, Unrestricted, or "High Risk" asset categorizations(5)		See Note

CASE II: Changes to Investment Guidelines Other Than Defined in Case I

Other Changes	Absolute Basis Points Adjustment
Change to NAIC Ratings basis instead of NRSRO (per asset class applicable)(6)(7)	10.0
Loosening of duration requirement, per year(10)	3.0

- (0) Any increase related to an asset class with respect to which investments may not be made because of (i) regulatory constraints, (ii) rating requirements, (iii) duration requirements, or (iv) other limitations imposed by financing counterparties will be excluded from this Reduction Methodology
- (1) Any increases to asset classes not explicitly listed here shall be treated in similar manner to increases in the listed classes, with adjustment values reasonably determined by the Parties in comparable manner; decreases in allocations are included in the calculation to the extent of their Basis Points Value only insofar as such decrease actually constrains the investment activity of PLIC or the relevant captive
- (2) Public or Private
- (3) Applies equally to Moody's equivalents
- (4) Includes CLO, ABS, CDO, CMBS, Non-Agency RMBS other than ARMs; Excludes Agency RMBS
- (5) Calculate as if was an explicit increase to highest-value category allowed under terms
- (6) Maximum absolute basis points adjustment is 20 bps
- (7) Covers a change in ratings basis for any reason (average rating limit, asset/rating class limits, etc.), provided that each such change shall contribute only once to the Reduction Methodology
- (8) If a change can be classified under more than one line item, compute the adjustment based on the highest Basis Points Value

Excess Reduction Methodology

[See attached.]

Reduction Methodology for Hannover and Swiss Re(0)(9)(11)

CASE I: Allowed Increases in Specific Asset Classes (1)(8)

Asset Class	Basis Points Value	Basis Points Adjustment Per 1% Increased Allocation
Corporates rated AAA to A- (2)(3)	0	0.0
Cash	0	0.0
US Government Bonds	0	0.0
Agency RMBS other than ARMs	0	0.0
Corporates rated BBB+ to BBB-(2)(3)	50	0.5
Senior Commercial Mortgage Loans	50	0.5
Non-USD denominated securities	100	1.0
Structured Products rated AAA to BBB-(3)(4)	100	1.0
Convertible Bonds	100	1.0
Corporates rated BB+ to BB- (2)(3)	100	1.0
Non-Agency ARMs	200	2.0
Structured Products rated BB+ or lower(3)(4)	200	2.0
Mezzanine Commercial Mortgage Loans	300	3.0
Surplus Notes	500	5.0
Preferred Stock	500	5.0
Corporates rated below BB- (2)(3)	500	5.0
Real Estate Equity	500	5.0
Common Stock	1000	10.0
Derivatives Other Than to Hedge	1000	10.0
Hedge Funds	1000	10.0
Fund of Funds	1000	10.0
Limited Partnerships	1000	10.0
Private Equity	1000	10.0
Any other "Alternative"	1000	10.0
Basket, Undefined, Unrestricted, or "High Risk" asset categorizations(5)		See Note

CASE II: Changes to Investment Guidelines Other Than Defined in Case I

Other Changes	Absolute Basis Points Adjustment
Change to NAIC Ratings basis instead of NRSRO (per asset class applicable)(6)(7)	10.0
Loosening of duration requirement, per year(10)	3.0

- (0) Any increase related to an asset class with respect to which investments may not be made because of (i) regulatory constraints, (ii) rating requirements, (iii) duration requirements, or (iv) other limitations imposed by financing counterparties will be excluded from this Reduction Methodology
- (1) Any increases to asset classes not explicitly listed here shall be treated in similar manner to increases in the listed classes, with adjustment values reasonably determined by the Parties in comparable manner; decreases in allocations are included in the calculation to the extent of their Basis Points Value only insofar as such decrease actually constrains the investment activity of PLIC or the relevant captive
- (2) Public or Private
- (3) Applies equally to Moody's equivalents
- (4) Includes CLO, ABS, CDO, CMBS, Non-Agency RMBS other than ARMs; Excludes Agency RMBS
- (5) Calculate as if was an explicit increase to highest-value category allowed under terms
- (6) Maximum absolute basis points adjustment is 20 bps
- (7) Covers a change in ratings basis for any reason (average rating limit, asset/rating class limits, etc.), provided that each such change shall contribute only once to the Reduction Methodology
- (8) If a change can be classified under more than one line item, compute the adjustment based on the highest Basis Points Value

Annex E

List of EI Hedges

[See attached.]

Annex E

List of EI Hedges (as of 8/31/2013)

Portfolio	SecID	PutCall	Exercise Style	Valuable Type	Option Type	Underlying	Index Date	Maturity Date	Notional	Cap	Strike	Underlying	First Tail Date	Last Tail Date	StatCarry Value
25	SPX4159\$N	Call	European	IndexOption	1YRWAT	SPX	6/10/2013	6/10/2014	1,037,084.15	106.93	99.99	1,643.10	6/6/2014	6/6/2014	24,128.58
25	SPX417D\$7	Call	European	IndexOption	1YRPTP	SPX	11/17/2012	11/15/2013	1,139,120.84	108.77	100.02	1,359.76	11/15/2013	11/15/2013	10,142.20
25	SPX417V\$2	Call	European	IndexOption	1YRPTP	SPX	5/10/2013	5/9/2014	1,208,528.69	106.80	100.00	1,633.70	5/9/2014	5/9/2014	24,500.11
25	SPX4176\$1	Call	European	IndexOption	1YRPTP	SPX	9/10/2012	9/10/2013	12,215,000.00	112.00	100.00	1,429.08	9/10/2013	9/10/2013	16,063.60
25	SPX417C\$4	Call	European	IndexOption	1YRPTP	SPX	11/15/2012	11/15/2013	1,257,000.00	107.25	100.00	1,353.33	11/15/2013	11/15/2013	8,558.36
25	SPX1205\$B	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	14,129,000.00	111.50	100.00	1,472.12	1/10/2014	1/10/2014	224,314.20
25	SPX413U\$R	Call	European	IndexOption	1YRPTP	SPX	12/25/2012	12/24/2013	1,433,143.77	106.03	100.01	1,426.90	12/24/2013	12/24/2013	12,526.95
25	SPX417C\$0	Call	European	IndexOption	1YRWAT	SPX	11/12/2012	11/12/2013	1,456,065.60	108.71	100.01	1,378.85	11/12/2013	11/12/2013	11,277.04
25	SPX417H\$Y	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	1,479,000.00	108.55	100.00	1,472.12	1/10/2014	1/10/2014	19,308.96
25	SPX413W\$G	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	1,490,013.96	106.00	100.00	1,472.12	1/10/2014	1/10/2014	14,818.32
25	SPX415A\$I	Call	European	IndexOption	1YRWAT	SPX	6/19/2013	6/19/2014	1,494,664.68	108.78	100.02	1,631.73	6/19/2014	6/19/2014	38,176.08
25	SPX021N\$C	Call	European	IndexOption	1YRPTP	SPX	12/22/2012	12/20/2013	1,516,658.25	108.78	99.97	1,431.36	12/20/2013	12/20/2013	17,460.30
25	SPX021O\$A	Call	European	IndexOption	1YRWAT	SPX	12/31/2012	12/31/2013	1,517,866.74	108.72	100.01	1,423.89	12/24/2013	12/27/2013	22,551.70
25	SPX021F\$E	Call	European	IndexOption	1YRWAT	SPX	9/24/2012	9/24/2013	1,533,607.62	109.27	100.02	1,458.77	9/20/2013	9/24/2013	3,928.80
25	SPX315S\$Q	Call	European	IndexOption	1YRWAT	SPX	11/28/2012	11/27/2013	1,533,773.37	108.74	100.01	1,408.89	11/27/2013	11/27/2013	14,094.96
25	SPX021N\$2	Call	European	IndexOption	1YRWAT	SPX	12/20/2012	12/20/2013	1,546,903.68	108.73	99.98	1,440.32	12/19/2013	12/19/2013	17,138.40
25	SPX315N\$1	Call	European	IndexOption	1YRPTP	SPX	10/14/2012	10/14/2013	1,561,000.00	108.75	100.00	1,428.59	10/14/2013	10/14/2013	7,018.00
25	SPX021P\$3	Call	European	IndexOption	1YRWAT	SPX	1/13/2013	1/13/2014	1,584,905.61	108.79	100.02	1,469.75	1/13/2014	1/13/2014	21,744.45
25	SPX021E\$2	Call	European	IndexOption	1YRWAT	SPX	9/9/2012	9/9/2013	1,599,470.06	109.28	100.01	1,435.79	9/6/2013	9/6/2013	1,590.12
25	SPX315N\$2	Call	European	IndexOption	1YRPTP	SPX	10/10/2012	10/10/2013	1,601,602.08	108.55	100.03	1,432.56	10/10/2013	10/10/2013	6,334.80
25	SPX417D\$8	Call	European	IndexOption	1YRWAT	SPX	11/20/2012	11/20/2013	1,603,591.64	108.78	99.99	1,387.19	11/20/2013	11/20/2013	13,479.21
25	SPX415A\$T	Call	European	IndexOption	1YRWAT	SPX	7/4/2013	7/3/2014	1,612,080.00	108.74	100.00	1,612.08	7/3/2014	7/3/2014	57,322.98
25	SPX417Z\$Q	Call	European	IndexOption	1YRPTP	SPX	7/10/2013	7/10/2014	1,623,000.00	108.95	100.00	1,652.62	7/10/2014	7/10/2014	52,192.75
25	SPX305M\$E	Call	European	IndexOption	1YRPTP	SPX	6/9/2013	6/9/2014	1,624,219.27	108.73	100.00	1,638.97	6/9/2014	6/9/2014	44,372.70
25	SPX4157\$3	Call	European	IndexOption	1YRWAT	SPX	4/17/2013	4/17/2014	1,633,969.14	108.74	100.02	1,560.62	4/8/2014	4/8/2014	34,244.66
25	SPX4150\$G	Call	European	IndexOption	1YRWAT	SPX	2/3/2013	2/3/2014	1,634,800.72	108.74	99.99	1,507.21	1/31/2014	1/31/2014	25,086.36
25	SPX315N\$3	Call	European	IndexOption	1YRPTP	SPX	10/9/2012	10/9/2013	1,639,128.96	108.76	99.97	1,445.44	10/9/2013	10/9/2013	6,118.32
25	SPX415A\$N	Call	European	IndexOption	1YRWAT	SPX	6/27/2013	6/27/2014	1,643,861.05	108.75	100.00	1,610.05	6/12/2014	6/26/2014	51,618.00
25	SPX415A\$J	Call	European	IndexOption	1YRWAT	SPX	6/23/2013	6/23/2014	1,648,752.56	108.77	99.97	1,591.46	6/20/2014	6/20/2014	50,923.84
25	SPX021X\$J	Call	European	IndexOption	1YRPTP	SPX	4/10/2013	4/10/2014	1,660,000.00	108.95	100.00	1,587.73	4/10/2014	4/10/2014	36,245.94
25	SPX315N\$F	Call	European	IndexOption	1YRWAT	SPX	10/15/2012	10/15/2013	1,751,360.46	108.73	100.00	1,432.02	10/14/2013	10/14/2013	8,958.60
25	SPX1211\$4	Call	European	IndexOption	1YRWAT	SPX	5/28/2013	5/28/2014	1,766,482.68	108.77	100.00	1,654.01	5/22/2014	5/22/2014	48,043.80
25	SPX315K\$T	Call	European	IndexOption	1YRWAT	SPX	9/20/2012	9/20/2013	1,769,331.55	109.24	100.00	1,461.05	9/18/2013	9/18/2013	3,869.80
25	SPX417A\$I	Call	European	IndexOption	1YRPTP	SPX	10/25/2012	10/25/2013	1,782,000.00	108.55	100.00	1,412.97	10/25/2013	10/25/2013	10,042.45
25	SPX513D\$L	Call	European	IndexOption	1YRWAT	SPX	7/14/2013	7/14/2014	1,806,000.00	108.75	100.00	1,680.19	7/11/2014	7/11/2014	56,939.54
25	SPX4158\$6	Call	European	IndexOption	1YRWAT	SPX	5/2/2013	5/2/2014	1,808,253.72	108.74	100.03	1,594.58	4/30/2014	5/2/2014	46,574.72
25	SPX513B\$X	Call	European	IndexOption	1YRWAT	SPX	6/30/2013	6/30/2014	1,810,705.82	108.73	100.02	1,606.66	6/30/2014	6/30/2014	59,636.46
25	SPX315M\$D	Call	European	IndexOption	1YRWAT	SPX	10/3/2012	10/3/2013	1,825,847.16	108.76	99.97	1,444.43	10/1/2013	10/1/2013	6,838.59
25	SPX4153\$Y	Call	European	IndexOption	1YRWAT	SPX	3/7/2013	3/7/2014	1,829,149.44	108.75	100.01	1,542.92	3/7/2014	3/7/2014	35,751.96
25	SPX417D\$Q	Call	European	IndexOption	1YRWAT	SPX	11/27/2012	11/27/2013	1,834,332.95	108.75	100.01	1,394.93	11/27/2013	11/27/2013	17,782.16
25	SPX4159\$L	Call	European	IndexOption	1YRPTP	SPX	6/10/2013	6/10/2014	1,887,000.00	108.95	100.00	1,642.81	6/10/2014	6/10/2014	54,573.72
25	SPX305P\$9	Call	European	IndexOption	1YRPTP	SPX	8/14/2013	8/14/2014	1,894,839.20	108.73	100.01	1,685.80	8/14/2014	8/14/2014	57,402.60
25	SPX305N\$O	Call	European	IndexOption	1YRWAT	SPX	7/8/2013	7/8/2014	1,897,817.04	108.77	100.02	1,634.64	7/3/2014	7/8/2014	63,820.31
25	SPX021Q\$P	Call	European	IndexOption	1YRWAT	SPX	1/29/2013	1/29/2014	1,908,119.16	108.74	100.02	1,503.64	1/27/2014	1/29/2014	27,771.92
25	SPX4150\$Z	Call	European	IndexOption	1YRWAT	SPX	2/6/2013	2/6/2014	1,915,165.98	108.76	99.98	1,503.27	2/6/2014	2/6/2014	31,745.94
25	SPX4151\$I	Call	European	IndexOption	1YRWAT	SPX	2/13/2013	2/13/2014	1,917,015.86	108.75	100.00	1,519.03	2/11/2014	2/11/2014	32,333.48
25	SPX305L\$Z	Call	European	IndexOption	1YRPTP	SPX	6/10/2013	6/10/2014	19,240,000.00	111.50	100.00	1,642.81	6/10/2014	6/10/2014	651,898.99

25	SPX021J53	Call	European	IndexOption	1YRWAT	SPX	11/4/2012	11/4/2013	1,938,323.06	108.75	99.98	1,413.34	11/1/2013	11/1/2013	13,158.60
25	SPX3050S1	Call	European	IndexOption	1YRWAT	SPX	8/4/2013	8/4/2014	1,943,155.74	108.78	100.00	1,709.02	8/4/2014	8/4/2014	61,384.18
25	SPX021ES7	Call	European	IndexOption	1YRPTP	SPX	9/10/2012	9/10/2013	1,963,555.92	111.26	99.99	1,429.08	9/10/2013	9/10/2013	2,582.60
25	SPX021QSH	Call	European	IndexOption	1YRWAT	SPX	1/4/2013	1/3/2014	1,964,274.84	108.70	100.03	1,464.58	1/2/2014	1/2/2014	24,487.50
25	SPX021JSY	Call	European	IndexOption	1YRPTP	SPX	11/14/2012	11/14/2013	1,964,375.50	108.76	99.98	1,355.28	11/14/2013	11/14/2013	15,515.25
25	SPX305BS4	Call	European	IndexOption	1YRWAT	SPX	12/16/2012	12/16/2013	1,977,936.98	108.75	100.00	1,413.58	12/13/2013	12/13/2013	21,394.65
25	SPX021ZSH	Call	European	IndexOption	1YRWAT	SPX	5/12/2013	5/12/2014	1,989,000.00	108.90	100.00	1,633.70	5/12/2014	5/12/2014	48,869.60
25	SPX4158SA	Call	European	IndexOption	1YRWAT	SPX	5/6/2013	5/6/2014	1,992,404.70	108.73	100.01	1,615.90	5/6/2014	5/6/2014	48,538.56
25	SPX021HSQ	Call	European	IndexOption	1YRWAT	SPX	10/21/2012	10/21/2013	2,007,593.14	108.78	99.99	1,433.19	10/18/2013	10/18/2013	10,353.00
25	SPX4157SM	Call	European	IndexOption	1YRPTP	SPX	4/27/2013	4/25/2014	2,012,138.64	108.73	100.01	1,581.87	4/25/2014	4/25/2014	48,786.45
25	SPX315YS7	Call	European	IndexOption	1YRPTP	SPX	1/17/2013	1/17/2014	2,016,698.30	108.76	100.03	1,477.55	1/17/2014	1/17/2014	28,280.94
25	SPX1210SK	Call	European	IndexOption	1YRWAT	SPX	5/19/2013	5/19/2014	2,018,482.69	108.77	100.01	1,666.79	5/16/2014	5/16/2014	52,591.50
25	SPX417BSK	Call	European	IndexOption	1YRPTP	SPX	11/10/2012	11/8/2013	2,030,350.19	108.60	100.00	1,379.85	11/8/2013	11/8/2013	14,394.09
25	SPX315MSK	Call	European	IndexOption	1YRPTP	SPX	10/4/2012	10/4/2013	2,033,672.88	108.75	99.99	1,461.14	10/4/2013	10/4/2013	7,098.52
25	SPX4157SJ	Call	European	IndexOption	1YRWAT	SPX	4/24/2013	4/24/2014	2,044,869.12	108.75	100.03	1,570.56	4/24/2014	4/24/2014	50,784.84
25	SPX021MSL	Call	European	IndexOption	1YRWAT	SPX	12/13/2012	12/13/2013	2,054,646.75	108.78	100.01	1,425.84	12/11/2013	12/11/2013	22,185.28
25	SPX305NSZ	Call	European	IndexOption	1YRWAT	SPX	7/17/2013	7/17/2014	2,064,860.54	108.76	100.00	1,678.93	7/11/2014	7/17/2014	68,179.20
25	SPX305BSQ	Call	European	IndexOption	1YRWAT	SPX	12/30/2012	12/30/2013	2,088,218.27	108.74	99.97	1,402.43	12/27/2013	12/27/2013	32,022.65
25	SPX4155SE	Call	European	IndexOption	1YRWAT	SPX	3/24/2013	3/24/2014	2,088,401.28	108.76	100.01	1,553.87	3/24/2014	3/24/2014	41,041.00
25	SPX4154SA	Call	European	IndexOption	1YRWAT	SPX	3/13/2013	3/13/2014	2,104,969.02	108.77	100.02	1,554.63	3/11/2014	3/13/2014	40,262.76
25	SPX315V5X	Call	European	IndexOption	1YRWAT	SPX	12/27/2012	12/27/2013	2,108,433.76	108.70	100.00	1,402.43	12/27/2013	12/27/2013	26,109.86
25	SPX1210S7	Call	European	IndexOption	1YRWAT	SPX	5/15/2013	5/15/2014	2,113,918.41	108.73	100.01	1,652.79	5/15/2014	5/15/2014	53,720.71
25	SPX021FST	Call	European	IndexOption	1YRWAT	SPX	9/27/2012	9/27/2013	2,116,881.00	109.22	100.00	1,443.00	9/27/2013	9/27/2013	6,431.67
25	SPX417HS0	Call	European	IndexOption	1YRPTP	SPX	12/25/2012	12/24/2013	2,132,000.00	108.60	100.00	1,426.66	12/24/2013	12/24/2013	25,122.90
25	SPX4152SJ	Call	European	IndexOption	1YRWAT	SPX	2/24/2013	2/24/2014	2,147,117.87	108.77	99.98	1,512.31	2/20/2014	2/20/2014	35,001.75
25	SPX021OSS	Call	European	IndexOption	1YRWAT	SPX	1/9/2013	1/9/2014	2,153,008.25	108.78	100.02	1,460.71	1/8/2014	1/8/2014	29,408.19
25	SPX417XSO	Call	European	IndexOption	1YRPTP	SPX	6/25/2013	6/25/2014	2,166,000.00	108.90	100.00	1,588.03	6/25/2014	6/25/2014	68,969.12
25	SPX4156SG	Call	European	IndexOption	1YRPTP	SPX	4/4/2013	4/4/2014	2,175,315.96	108.74	100.00	1,556.02	4/4/2014	4/4/2014	46,984.32
25	SPX4156S0	Call	European	IndexOption	1YRWAT	SPX	3/31/2013	3/31/2014	2,178,945.86	108.72	99.97	1,566.46	3/31/2014	3/31/2014	44,621.76
25	SPX305CSW	Call	European	IndexOption	1YRWAT	SPX	1/27/2013	1/27/2014	2,191,752.05	108.90	100.00	1,502.96	1/24/2014	1/24/2014	31,589.49
25	SPX021DSI	Call	European	IndexOption	1YRWAT	SPX	9/4/2012	9/4/2013	2,211,999.79	109.23	99.98	1,406.23	8/30/2013	8/30/2013	991.16
25	SPX1211SL	Call	European	IndexOption	1YRWAT	SPX	6/4/2013	6/4/2014	2,227,680.00	108.76	100.00	1,632.00	6/4/2014	6/4/2014	59,114.57
25	SPX021FSG	Call	European	IndexOption	1YRPTP	SPX	9/25/2012	9/25/2013	2,251,763.58	111.27	100.03	1,441.59	9/25/2013	9/25/2013	7,246.25
25	SPX5172SE	Call	European	IndexOption	1YRPTP	SPX	8/10/2013	8/8/2014	2,257.32	104.50	100.00	1,691.42	8/8/2014	8/8/2014	44.46
25	SPX4157SC	Call	European	IndexOption	1YRPTP	SPX	4/25/2013	4/25/2014	2,261,000.00	108.95	100.00	1,585.16	4/25/2014	4/25/2014	52,118.67
25	SPX1217S6	Call	European	IndexOption	1YRWAT	SPX	8/19/2013	8/19/2014	2,292,948.24	108.78	100.00	1,651.98	8/15/2014	8/19/2014	83,184.45
25	SPX305DS1	Call	European	IndexOption	1YRWAT	SPX	1/24/2013	1/24/2014	2,294,756.83	108.75	99.97	1,492.41	1/17/2014	1/22/2014	34,272.04
25	SPX305FSH	Call	European	IndexOption	1YRWAT	SPX	3/19/2013	3/19/2014	2,320,165.25	108.77	100.00	1,551.95	3/18/2014	3/18/2014	45,114.00
25	SPX413XS0	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	2,330,365.96	109.03	99.99	1,472.12	1/10/2014	1/10/2014	31,540.08
25	SPX4157S8	Call	European	IndexOption	1YRPTP	SPX	4/19/2013	4/17/2014	2,333,873.43	108.77	100.01	1,552.81	4/17/2014	4/17/2014	55,145.49
25	SPX021ESU	Call	European	IndexOption	1YRPTP	SPX	9/14/2012	9/13/2013	2,339,000.00	109.25	100.00	1,461.19	9/13/2013	9/13/2013	3,318.64
25	SPX315SS2	Call	European	IndexOption	1YRWAT	SPX	11/25/2012	11/25/2013	2,352,365.53	108.60	100.00	1,409.15	11/22/2013	11/22/2013	20,064.66
25	SPX021GSK	Call	European	IndexOption	1YRPTP	SPX	10/10/2012	10/10/2013	2,407,000.00	111.50	100.00	1,432.56	10/10/2013	10/10/2013	12,107.60
25	SPX4158SK	Call	European	IndexOption	1YRWAT	SPX	5/13/2013	5/13/2014	2,411,760.93	108.73	100.02	1,630.67	5/8/2014	5/8/2014	62,633.10
25	SPX415BSN	Call	European	IndexOption	1YRPTP	SPX	7/25/2013	7/25/2014	2,413,166.20	108.95	100.00	1,690.25	7/25/2014	7/25/2014	78,936.48
25	SPX417KSE	Call	European	IndexOption	1YRWAT	SPX	2/10/2013	2/10/2014	2,453,630.07	108.90	100.00	1,517.93	2/7/2014	2/7/2014	38,795.63
25	SPX305MSJ	Call	European	IndexOption	1YRPTP	SPX	6/14/2013	6/13/2014	2,469,564.00	108.78	100.00	1,629.00	6/13/2014	6/13/2014	77,514.58
25	SPX315TSV	Call	European	IndexOption	1YRWAT	SPX	12/10/2012	12/10/2013	2,510,690.59	108.68	100.01	1,417.86	12/6/2013	12/10/2013	27,082.14
25	SPX4153SP	Call	European	IndexOption	1YRWAT	SPX	3/10/2013	3/10/2014	2,518,000.00	108.90	100.00	1,551.18	3/7/2014	3/7/2014	46,390.08
25	SPX513JSA	Call	European	IndexOption	1YRWAT	SPX	8/22/2013	8/22/2014	2,525,219.95	108.75	100.03	1,651.55	8/21/2014	8/21/2014	92,969.40
25	SPX305PS2	Call	European	IndexOption	1YRWAT	SPX	8/13/2013	8/13/2014	2,526,373.76	108.72	99.98	1,693.28	8/7/2014	8/13/2014	84,116.27
25	SPX4154SD	Call	European	IndexOption	1YRWAT	SPX	3/17/2013	3/17/2014	2,538,747.22	108.76	99.99	1,562.09	3/17/2014	3/17/2014	47,023.02
25	SPX315SSY	Call	European	IndexOption	1YRWAT	SPX	12/3/2012	12/3/2013	2,551,848.46	108.76	99.99	1,415.09	11/29/2013	11/29/2013	23,703.98

25	SPX305ESI	Call	European	IndexOption	1YRWAT	SPX	3/3/2013	3/3/2014	2,613,050.11	108.73	100.03	1,516.57	2/28/2014	2/28/2014	47,694.64
25	SPX4155SL	Call	European	IndexOption	1YRPTP	SPX	3/27/2013	3/27/2014	2,615,000.00	108.75	100.00	1,562.85	3/27/2014	3/27/2014	52,902.72
25	SPX415BSJ	Call	European	IndexOption	1YRWAT	SPX	7/22/2013	7/22/2014	2,634,833.25	108.73	99.99	1,692.25	7/21/2014	7/22/2014	84,857.50
25	SPX315XSP	Call	European	IndexOption	1YRWAT	SPX	1/16/2013	1/16/2014	2,708,129.41	108.77	100.00	1,471.01	1/14/2014	1/14/2014	37,955.52
25	SPX305HS6	Call	European	IndexOption	1YRWAT	SPX	4/14/2013	4/14/2014	2,745,446.44	108.76	100.02	1,589.72	4/11/2014	4/14/2014	54,353.00
25	SPX1216S5	Call	European	IndexOption	1YRWAT	SPX	8/11/2013	8/11/2014	2,773,000.00	108.90	100.00	1,691.42	8/11/2014	8/11/2014	94,364.40
25	SPX4151S3	Call	European	IndexOption	1YRPTP	SPX	2/10/2013	2/10/2014	2,826,385.66	111.20	100.00	1,517.93	2/10/2014	2/10/2014	52,373.53
25	SPX4151SZ	Call	European	IndexOption	1YRPTP	SPX	2/14/2013	2/14/2014	2,841,964.02	108.77	100.03	1,520.58	2/14/2014	2/14/2014	46,419.32
25	SPX315RS1	Call	European	IndexOption	1YRPTP	SPX	11/10/2012	11/8/2013	2,948,739.45	110.74	100.01	1,379.85	11/8/2013	11/8/2013	25,124.28
25	SPX417HSA	Call	European	IndexOption	1YRPTP	SPX	12/25/2012	12/24/2013	3,007,399.28	110.96	100.02	1,426.66	12/24/2013	12/24/2013	38,411.15
25	SPX417HS1	Call	European	IndexOption	1YRPTP	SPX	12/25/2012	12/24/2013	3,093,000.00	111.50	100.00	1,426.66	12/24/2013	12/24/2013	44,632.65
25	SPX415BSU	Call	European	IndexOption	1YRWAT	SPX	7/27/2013	7/25/2014	3,108,385.60	108.74	99.98	1,689.34	7/24/2014	7/25/2014	100,774.72
25	SPX315TSG	Call	European	IndexOption	1YRWAT	SPX	12/6/2012	12/6/2013	3,121,120.08	108.74	100.02	1,409.72	12/4/2013	12/4/2013	31,434.79
25	SPX513ISR	Call	European	IndexOption	1YRWAT	SPX	8/25/2013	8/25/2014	3,246,000.00	108.90	100.00	1,663.50	8/25/2014	8/25/2014	116,531.40
25	SPX4175SZ	Call	European	IndexOption	1YRPTP	SPX	9/10/2012	9/10/2013	34,687,000.00	110.25	100.00	1,429.08	9/10/2013	9/10/2013	41,054.20
25	SPX4177SC	Call	European	IndexOption	1YRPTP	SPX	9/25/2012	9/25/2013	35,833,000.00	110.25	100.00	1,441.59	9/25/2013	9/25/2013	103,817.50
25	SPX417Y\$P	Call	European	IndexOption	1YRPTP	SPX	6/25/2013	6/25/2014	3,605,000.00	111.50	100.00	1,588.03	6/25/2014	6/25/2014	136,272.42
25	SPX4179S7	Call	European	IndexOption	1YRPTP	SPX	10/10/2012	10/10/2013	36,730,000.00	109.75	100.00	1,432.56	10/10/2013	10/10/2013	165,033.60
25	SPX417FS9	Call	European	IndexOption	1YRPTP	SPX	12/10/2012	12/10/2013	37,673,000.00	109.75	100.00	1,418.55	12/10/2013	12/10/2013	411,770.94
25	SPX4158\$W	Call	European	IndexOption	1YRWAT	SPX	5/27/2013	5/27/2014	3,770,000.00	108.85	100.00	1,649.60	5/23/2014	5/23/2014	98,932.82
25	SPX4156SR	Call	European	IndexOption	1YRPTP	SPX	4/10/2013	4/10/2014	38,241,000.00	110.75	100.00	1,587.73	4/10/2014	4/10/2014	916,400.46
25	SPX1201ST	Call	European	IndexOption	1YRPTP	SPX	8/10/2013	8/8/2014	38,429,000.00	109.75	100.00	1,691.42	8/8/2014	8/8/2014	1,372,042.44
25	SPX4176\$0	Call	European	IndexOption	1YRPTP	SPX	9/10/2012	9/10/2013	38,610,000.00	111.25	100.00	1,429.08	9/10/2013	9/10/2013	48,659.20
25	SPX415BSO	Call	European	IndexOption	1YRPTP	SPX	7/25/2013	7/25/2014	39,362,000.00	109.75	100.00	1,690.25	7/25/2014	7/25/2014	1,347,670.00
25	SPX5135SE	Call	European	IndexOption	1YRPTP	SPX	5/10/2013	5/9/2014	39,606,000.00	109.75	100.00	1,633.70	5/9/2014	5/9/2014	1,021,421.91
25	SPX021GSI	Call	European	IndexOption	1YRPTP	SPX	10/10/2012	10/10/2013	40,198,000.00	110.75	100.00	1,432.56	10/10/2013	10/10/2013	192,950.40
25	SPX3155S3	Call	European	IndexOption	1YRPTP	SPX	11/25/2012	11/25/2013	40,242,000.00	109.75	100.00	1,409.15	11/25/2013	11/25/2013	374,370.90
25	SPX4159SM	Call	European	IndexOption	1YRPTP	SPX	6/10/2013	6/10/2014	40,728,000.00	110.75	100.00	1,642.81	6/10/2014	6/10/2014	1,329,440.61
25	SPX4153\$R	Call	European	IndexOption	1YRPTP	SPX	3/10/2013	3/10/2014	40,774,000.00	110.75	100.00	1,551.18	3/10/2014	3/10/2014	838,199.68
25	SPX417MSW	Call	European	IndexOption	1YRPTP	SPX	2/25/2013	2/25/2014	41,260,000.00	110.75	100.00	1,487.85	2/25/2014	2/25/2014	818,937.06
25	SPX415ASV	Call	European	IndexOption	1YRPTP	SPX	7/10/2013	7/10/2014	41,734,000.00	109.75	100.00	1,652.62	7/10/2014	7/10/2014	1,417,217.05
25	SPX415B\$P	Call	European	IndexOption	1YRPTP	SPX	7/25/2013	7/25/2014	42,352,000.00	110.75	100.00	1,690.25	7/25/2014	7/25/2014	1,537,575.44
25	SPX4153\$Q	Call	European	IndexOption	1YRPTP	SPX	3/10/2013	3/10/2014	42,394,000.00	109.75	100.00	1,551.18	3/10/2014	3/10/2014	825,169.66
25	SPX1201SN	Call	European	IndexOption	1YRPTP	SPX	8/25/2013	8/25/2014	42,599,000.00	109.75	100.00	1,663.50	8/25/2014	8/25/2014	1,625,146.33
25	SPX4155S7	Call	European	IndexOption	1YRPTP	SPX	3/25/2013	3/25/2014	43,618,000.00	109.70	100.00	1,551.69	3/25/2014	3/25/2014	937,918.00
25	SPX4157SE	Call	European	IndexOption	1YRPTP	SPX	4/25/2013	4/25/2014	44,109,000.00	110.75	100.00	1,585.16	4/25/2014	4/25/2014	1,131,305.28
25	SPX513ASV	Call	European	IndexOption	1YRPTP	SPX	6/25/2013	6/25/2014	44,349,000.00	109.75	100.00	1,588.03	6/25/2014	6/25/2014	1,502,641.16
25	SPX413RSD	Call	European	IndexOption	1YRPTP	SPX	11/10/2012	11/8/2013	44,950,000.00	109.75	100.00	1,379.85	11/8/2013	11/8/2013	350,202.60
25	SPX4158\$F	Call	European	IndexOption	1YRPTP	SPX	5/10/2013	5/9/2014	45,804,000.00	110.75	100.00	1,633.70	5/9/2014	5/9/2014	1,250,750.57
25	SPX0211SD	Call	European	IndexOption	1YRWAT	SPX	10/30/2012	10/30/2013	4,583,973.29	108.76	99.98	1,411.34	10/29/2013	10/29/2013	28,813.80
25	SPX305ASU	Call	European	IndexOption	1YRPTP	SPX	12/10/2012	12/10/2013	4,623,054.45	110.75	100.03	1,418.55	12/10/2013	12/10/2013	58,849.67
25	SPX021RST	Call	European	IndexOption	1YRPTP	SPX	2/10/2013	2/10/2014	46,635,000.00	110.75	100.00	1,517.93	2/10/2014	2/10/2014	826,431.19
25	SPX120D\$G	Call	European	IndexOption	1YRPTP	SPX	5/25/2013	5/23/2014	46,855,000.00	110.75	100.00	1,649.60	5/23/2014	5/23/2014	1,384,924.45
25	SPX5131SQ	Call	European	IndexOption	1YRWAT	SPX	8/25/2013	8/25/2014	4,731.94	104.65	100.00	1,663.50	8/25/2014	8/25/2014	104.11
25	SPX413XSR	Call	European	IndexOption	1YRPTP	SPX	1/25/2013	1/24/2014	47,629,000.00	110.75	100.00	1,502.96	1/24/2014	1/24/2014	758,426.20
25	SPX3150\$H	Call	European	IndexOption	1YRPTP	SPX	10/25/2012	10/25/2013	4,766,000.00	111.50	100.00	1,412.97	10/25/2013	10/25/2013	32,892.20
25	SPX417MSV	Call	European	IndexOption	1YRPTP	SPX	2/25/2013	2/25/2014	47,896,000.00	109.75	100.00	1,487.85	2/25/2014	2/25/2014	894,592.40
25	SPX4177SD	Call	European	IndexOption	1YRPTP	SPX	9/25/2012	9/25/2013	48,067,000.00	111.25	100.00	1,441.59	9/25/2013	9/25/2013	148,151.75
25	SPX1201SU	Call	European	IndexOption	1YRPTP	SPX	8/10/2013	8/8/2014	48,074,000.00	110.75	100.00	1,691.42	8/8/2014	8/8/2014	1,820,288.16
25	SPX3150\$F	Call	European	IndexOption	1YRPTP	SPX	10/25/2012	10/25/2013	48,192,000.00	109.75	100.00	1,412.97	10/25/2013	10/25/2013	297,007.70
25	SPX4157SF	Call	European	IndexOption	1YRPTP	SPX	4/25/2013	4/25/2014	4,847,000.00	111.50	100.00	1,585.16	4/25/2014	4/25/2014	129,352.23
25	SPX415ASW	Call	European	IndexOption	1YRPTP	SPX	7/10/2013	7/10/2014	48,490,000.00	110.75	100.00	1,652.62	7/10/2014	7/10/2014	1,742,280.07
25	SPX417FSU	Call	European	IndexOption	1YRWAT	SPX	12/13/2012	12/13/2013	487,075.52	105.98	100.01	1,424.86	12/13/2013	12/13/2013	3,774.16

25	SPX4156\$Q	Call	European	IndexOption	1YRPTP	SPX	4/10/2013	4/10/2014	49,657,000.00	109.75	100.00	1,587.73	4/10/2014	4/10/2014	1,123,526.46
25	SPX415ASH	Call	European	IndexOption	1YRPTP	SPX	6/25/2013	6/25/2014	49,993,000.00	110.75	100.00	1,588.03	6/25/2014	6/25/2014	1,808,156.72
25	SPX1204\$N	Call	European	IndexOption	1YRPTP	SPX	12/25/2012	12/24/2013	50,364,000.00	109.75	100.00	1,426.66	12/24/2013	12/24/2013	650,592.95
25	SPX021JSD	Call	European	IndexOption	1YRPTP	SPX	11/10/2012	11/8/2013	51,181,000.00	110.75	100.00	1,379.85	11/8/2013	11/8/2013	425,912.85
25	SPX413XSQ	Call	European	IndexOption	1YRPTP	SPX	1/25/2013	1/24/2014	51,420,000.00	109.75	100.00	1,502.96	1/24/2014	1/24/2014	771,355.96
25	SPX4158\$X	Call	European	IndexOption	1YRPTP	SPX	5/25/2013	5/23/2014	5,148,000.00	111.50	100.00	1,649.60	5/23/2014	5/23/2014	159,659.85
25	SPX120J\$O	Call	European	IndexOption	1YRPTP	SPX	8/25/2013	8/25/2014	52,024,000.00	110.75	100.00	1,663.50	8/25/2014	8/25/2014	2,096,667.70
25	SPX315TSN	Call	European	IndexOption	1YRPTP	SPX	12/10/2012	12/10/2013	52,511,000.00	110.75	100.00	1,418.55	12/10/2013	12/10/2013	611,731.75
25	SPX4155\$8	Call	European	IndexOption	1YRPTP	SPX	3/25/2013	3/25/2014	52,703,000.00	110.75	100.00	1,551.69	3/25/2014	3/25/2014	1,210,610.50
25	SPX4177\$E	Call	European	IndexOption	1YRPTP	SPX	9/25/2012	9/25/2013	5,350,000.00	112.00	100.00	1,441.59	9/25/2013	9/25/2013	17,186.00
25	SPX4157\$D	Call	European	IndexOption	1YRPTP	SPX	4/25/2013	4/25/2014	53,727,000.00	109.75	100.00	1,585.16	4/25/2014	4/25/2014	1,304,727.66
25	SPX120DF	Call	European	IndexOption	1YRPTP	SPX	5/25/2013	5/23/2014	53,789,000.00	109.75	100.00	1,649.60	5/23/2014	5/23/2014	1,488,065.10
25	SPX417J\$4	Call	European	IndexOption	1YRPTP	SPX	1/25/2013	1/24/2014	5,475,000.00	111.50	100.00	1,502.96	1/24/2014	1/24/2014	90,255.74
25	SPX3155\$4	Call	European	IndexOption	1YRPTP	SPX	11/25/2012	11/25/2013	54,971,000.00	110.75	100.00	1,409.15	11/25/2013	11/25/2013	543,599.12
25	SPX1205\$9	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	55,237,000.00	109.75	100.00	1,472.12	1/10/2014	1/10/2014	789,056.40
25	SPX417M\$X	Call	European	IndexOption	1YRPTP	SPX	2/25/2013	2/25/2014	5,538,000.00	111.50	100.00	1,487.85	2/25/2014	2/25/2014	114,240.40
25	SPX120E\$6	Call	European	IndexOption	1YRPTP	SPX	6/10/2013	6/10/2014	55,754,000.00	109.75	100.00	1,642.81	6/10/2014	6/10/2014	1,703,201.54
25	SPX3150\$G	Call	European	IndexOption	1YRPTP	SPX	10/25/2012	10/25/2013	56,794,000.00	110.75	100.00	1,412.97	10/25/2013	10/25/2013	373,984.60
25	SPX413U\$Q	Call	European	IndexOption	1YRPTP	SPX	12/26/2012	12/26/2013	58,182.70	104.10	100.00	1,419.83	12/26/2013	12/26/2013	379.08
25	SPX021JSE	Call	European	IndexOption	1YRPTP	SPX	11/10/2012	11/8/2013	5,841,000.00	111.50	100.00	1,379.85	11/8/2013	11/8/2013	50,821.26
25	SPX417K\$F	Call	European	IndexOption	1YRPTP	SPX	2/10/2013	2/10/2014	59,538,000.00	109.75	100.00	1,517.93	2/10/2014	2/10/2014	999,556.75
25	SPX021G\$J	Call	European	IndexOption	1YRPTP	SPX	10/10/2012	10/10/2013	6,153,000.00	111.25	100.00	1,432.56	10/10/2013	10/10/2013	30,478.40
25	SPX417B\$1	Call	European	IndexOption	1YRPTP	SPX	11/10/2012	11/8/2013	621,282.25	105.50	100.00	1,379.85	11/8/2013	11/8/2013	3,062.22
25	SPX4155\$9	Call	European	IndexOption	1YRPTP	SPX	3/25/2013	3/25/2014	6,257,000.00	111.50	100.00	1,551.69	3/25/2014	3/25/2014	148,670.20
25	SPX3155\$5	Call	European	IndexOption	1YRPTP	SPX	11/25/2012	11/25/2013	6,331,000.00	111.50	100.00	1,409.15	11/25/2013	11/25/2013	65,276.58
25	SPX315T\$O	Call	European	IndexOption	1YRPTP	SPX	12/10/2012	12/10/2013	6,372,000.00	111.50	100.00	1,418.55	12/10/2013	12/10/2013	77,405.39
25	SPX315V\$B	Call	European	IndexOption	1YRPTP	SPX	12/25/2012	12/24/2013	63,958,000.00	110.75	100.00	1,426.66	12/24/2013	12/24/2013	884,635.20
25	SPX021I\$L	Call	European	IndexOption	1YRPTP	SPX	10/25/2012	10/25/2013	6,503,900.91	110.90	100.00	1,412.97	10/25/2013	10/25/2013	43,609.50
25	SPX415B\$Q	Call	European	IndexOption	1YRPTP	SPX	7/25/2013	7/25/2014	6,514,000.00	111.50	100.00	1,690.25	7/25/2014	7/25/2014	247,610.48
25	SPX021X\$K	Call	European	IndexOption	1YRPTP	SPX	4/10/2013	4/10/2014	6,582,000.00	111.50	100.00	1,587.73	4/10/2014	4/10/2014	166,937.34
25	SPX413T\$E	Call	European	IndexOption	1YRPTP	SPX	11/25/2012	11/25/2013	663,340.12	105.80	100.00	1,409.15	11/25/2013	11/25/2013	4,165.84
25	SPX1205\$A	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	68,953,000.00	110.75	100.00	1,472.12	1/10/2014	1/10/2014	1,049,823.72
25	SPX5135\$F	Call	European	IndexOption	1YRPTP	SPX	5/10/2013	5/9/2014	7,497,000.00	111.50	100.00	1,633.70	5/9/2014	5/9/2014	214,022.68
25	SPX4152\$6	Call	European	IndexOption	1YRPTP	SPX	2/23/2013	2/21/2014	78,497.68	107.70	100.00	1,515.60	2/21/2014	2/21/2014	1,216.26
25	SPX120I\$V	Call	European	IndexOption	1YRPTP	SPX	8/10/2013	8/8/2014	8,075,000.00	111.50	100.00	1,691.42	8/8/2014	8/8/2014	318,651.66
25	SPX4153\$S	Call	European	IndexOption	1YRPTP	SPX	3/10/2013	3/10/2014	8,138,000.00	111.50	100.00	1,551.18	3/10/2014	3/10/2014	174,071.67
25	SPX5173\$Q	Call	European	IndexOption	1YRPTP	SPX	8/25/2013	8/25/2014	8,159,000.00	111.50	100.00	1,663.50	8/25/2014	8/25/2014	342,392.66
25	SPX413W\$Z	Call	European	IndexOption	1YRPTP	SPX	1/10/2013	1/10/2014	847,907.63	107.14	100.01	1,471.86	1/10/2014	1/10/2014	9,655.80
25	SPX417K\$G	Call	European	IndexOption	1YRPTP	SPX	2/10/2013	2/10/2014	8,828,000.00	111.50	100.00	1,517.93	2/10/2014	2/10/2014	161,932.35
25	SPX021S\$D	Call	European	IndexOption	1YRWAT	SPX	2/11/2013	2/11/2014	890,310.48	107.04	99.99	1,517.14	2/10/2014	2/10/2014	12,370.52
25	SPX5171\$0	Call	European	IndexOption	1YRPTP	SPX	7/25/2013	7/25/2014	925,679.01	106.85	100.00	1,690.25	7/25/2014	7/25/2014	25,203.52
25	SPX415A\$X	Call	European	IndexOption	1YRPTP	SPX	7/10/2013	7/10/2014	9,489,000.00	111.50	100.00	1,652.62	7/10/2014	7/10/2014	354,779.24
25	SPX305P\$3	Call	European	IndexOption	1YRPTP	SPX	8/10/2013	8/8/2014	969,970.37	106.91	100.00	1,692.02	8/8/2014	8/8/2014	27,770.40
47	SPX317S\$O	Call	European	IndexOption	2YRPTP	SPX	3/10/2012	3/10/2014	2,177,000.00	128.55	100.00	1,370.87	3/10/2014	3/10/2014	53,128.56
47	SPX317I\$O	Call	European	IndexOption	2YRPTP	SPX	11/25/2011	11/25/2013	2,276,000.00	129.05	100.00	1,158.67	11/25/2013	11/25/2013	28,650.90
47	SPX317J\$P	Call	European	IndexOption	2YRPTP	SPX	12/10/2011	12/10/2013	2,292,000.00	129.10	100.00	1,255.19	12/10/2013	12/10/2013	32,225.06
47	SPX3150\$P	Call	European	IndexOption	2YRPTP	SPX	2/25/2012	2/25/2014	2,417,000.00	128.55	100.00	1,365.74	2/25/2014	2/25/2014	55,012.68
47	SPX215V\$L	Call	European	IndexOption	2YRPTP	SPX	12/25/2011	12/24/2013	2,424,000.00	129.05	100.00	1,265.33	12/24/2013	12/24/2013	38,006.35
47	SPX317X\$H	Call	European	IndexOption	2YRPTP	SPX	5/10/2012	5/9/2014	2,468,000.00	128.60	100.00	1,357.99	5/9/2014	5/9/2014	76,138.34
47	SPX317P\$S	Call	European	IndexOption	2YRPTP	SPX	2/10/2012	2/10/2014	2,542,000.00	128.60	100.00	1,342.64	2/10/2014	2/10/2014	52,714.20
47	SPX317M\$G	Call	European	IndexOption	2YRPTP	SPX	1/10/2012	1/10/2014	2,561,000.00	128.55	100.00	1,292.08	1/10/2014	1/10/2014	44,025.96
47	SPX4171\$J	Call	European	IndexOption	2YRPTP	SPX	7/10/2012	7/10/2014	2,610,000.00	128.60	100.00	1,341.47	7/10/2014	7/10/2014	102,059.91
47	SPX317F\$F	Call	European	IndexOption	2YRPTP	SPX	10/10/2011	10/10/2013	2,677,000.00	129.10	100.00	1,194.89	10/10/2013	10/10/2013	15,117.20

47	SPX317US7	Call	European	IndexOption	2YRPTP	SPX	3/25/2012	3/25/2014	2,954,000.00	128.65	100.00	1,397.11	3/25/2014	3/25/2014	73,072.32
47	SPX4174S7	Call	European	IndexOption	2YRPTP	SPX	8/10/2012	8/8/2014	2,995,000.00	128.55	100.00	1,405.87	8/8/2014	8/8/2014	123,113.16
47	SPX4138SS	Call	European	IndexOption	2YRPTP	SPX	4/10/2012	4/10/2014	3,180,000.00	128.55	100.00	1,358.59	4/10/2014	4/10/2014	87,519.06
47	SPX205QSR	Call	European	IndexOption	2YRPTP	SPX	1/25/2012	1/24/2014	3,271,000.00	128.60	100.00	1,326.05	1/24/2014	1/24/2014	60,121.34
47	SPX317HSX	Call	European	IndexOption	2YRPTP	SPX	11/10/2011	11/8/2013	3,280,000.00	129.05	100.00	1,239.69	11/8/2013	11/8/2013	32,752.92
47	SPX5130SL	Call	European	IndexOption	2YRPTP	SPX	3/10/2013	3/10/2015	3,317,000.00	127.60	100.00	1,551.18	3/10/2015	3/10/2015	178,631.68
47	SPX4170SB	Call	European	IndexOption	2YRPTP	SPX	6/25/2012	6/25/2014	3,381,000.00	128.55	100.00	1,313.72	6/25/2014	6/25/2014	130,565.72
47	SPX417MSZ	Call	European	IndexOption	2YRPTP	SPX	2/25/2013	2/25/2015	3,388,000.00	127.75	100.00	1,487.85	2/25/2015	2/25/2015	184,473.39
47	SPX4172SW	Call	European	IndexOption	2YRPTP	SPX	7/25/2012	7/25/2014	3,397,000.00	128.60	100.00	1,337.89	7/25/2014	7/25/2014	137,674.72
47	SPX317YS7	Call	European	IndexOption	2YRPTP	SPX	5/25/2012	5/23/2014	3,413,000.00	125.50	100.00	1,317.82	5/23/2014	5/23/2014	111,814.10
47	SPX317YS8	Call	European	IndexOption	2YRPTP	SPX	5/25/2012	5/23/2014	3,499,000.00	128.55	100.00	1,317.82	5/23/2014	5/23/2014	120,999.00
47	SPX1203S9	Call	European	IndexOption	2YRPTP	SPX	10/25/2012	10/24/2014	3,588,000.00	127.55	100.00	1,412.97	10/24/2014	10/24/2014	167,868.16
47	SPX4177SH	Call	European	IndexOption	2YRPTP	SPX	9/25/2012	9/25/2014	3,627,000.00	128.55	100.00	1,441.59	9/25/2014	9/25/2014	162,766.50
47	SPX317WSL	Call	European	IndexOption	2YRPTP	SPX	4/25/2012	4/25/2014	3,628,000.00	128.60	100.00	1,390.69	4/25/2014	4/25/2014	105,889.23
47	SPX305OST	Call	European	IndexOption	2YRPTP	SPX	8/10/2013	8/10/2015	3,653,000.00	127.65	100.00	1,691.42	8/10/2015	8/10/2015	260,061.20
47	SPX4175S2	Call	European	IndexOption	2YRPTP	SPX	8/25/2012	8/25/2014	3,746,000.00	128.55	100.00	1,411.13	8/25/2014	8/25/2014	165,204.62
47	SPX315XS4	Call	European	IndexOption	2YRPTP	SPX	1/10/2013	1/9/2015	3,764,000.00	127.65	100.00	1,472.12	1/9/2015	1/9/2015	199,754.08
47	SPX215OSV	Call	European	IndexOption	2YRPTP	SPX	10/25/2011	10/25/2013	3,839,000.00	129.05	100.00	1,229.05	10/25/2013	10/25/2013	29,144.50
47	SPX413MSL	Call	European	IndexOption	2YRPTP	SPX	9/25/2012	9/25/2014	3,861,000.00	125.50	100.00	1,441.59	9/25/2014	9/25/2014	165,430.20
47	SPX417J56	Call	European	IndexOption	2YRPTP	SPX	1/25/2013	1/23/2015	3,875,000.00	127.60	100.00	1,502.96	1/23/2015	1/23/2015	191,652.90
47	SPX4139SZ	Call	European	IndexOption	2YRPTP	SPX	4/25/2012	4/25/2014	3,914,000.00	125.50	100.00	1,390.69	4/25/2014	4/25/2014	109,534.29
47	SPX317YSV	Call	European	IndexOption	2YRPTP	SPX	6/10/2012	6/10/2014	3,922,000.00	125.50	100.00	1,325.66	6/10/2014	6/10/2014	136,618.25
47	SPX4157SI	Call	European	IndexOption	2YRPTP	SPX	4/25/2013	4/24/2015	3,922,000.00	127.60	100.00	1,585.16	4/24/2015	4/24/2015	231,511.21
47	SPX5139S8	Call	European	IndexOption	2YRPTP	SPX	6/10/2013	6/10/2015	3,967,000.00	127.60	100.00	1,642.81	6/10/2015	6/10/2015	271,848.96
47	SPX317US6	Call	European	IndexOption	2YRPTP	SPX	3/25/2012	3/25/2014	3,973,000.00	125.50	100.00	1,397.11	3/25/2014	3/25/2014	94,030.76
47	SPX317XSG	Call	European	IndexOption	2YRPTP	SPX	5/10/2012	5/9/2014	3,982,000.00	125.50	100.00	1,357.99	5/9/2014	5/9/2014	117,086.48
47	SPX4176S5	Call	European	IndexOption	2YRPTP	SPX	9/10/2012	9/10/2014	4,005,000.00	125.50	100.00	1,429.08	9/10/2014	9/10/2014	169,113.75
47	SPX417HS4	Call	European	IndexOption	2YRPTP	SPX	12/25/2012	12/24/2014	4,071,000.00	127.55	100.00	1,426.66	12/24/2014	12/24/2014	218,160.00
47	SPX417BST	Call	European	IndexOption	2YRPTP	SPX	11/10/2012	11/10/2014	4,123,000.00	127.60	100.00	1,379.85	11/10/2014	11/10/2014	200,171.96
47	SPX215TSZ	Call	European	IndexOption	2YRPTP	SPX	12/10/2011	12/10/2013	4,140,000.00	126.00	100.00	1,255.19	12/10/2013	12/10/2013	54,552.12
47	SPX4179SB	Call	European	IndexOption	2YRPTP	SPX	10/10/2012	10/10/2014	4,151,000.00	124.50	100.00	1,432.56	10/10/2014	10/10/2014	181,934.10
47	SPX1213ST	Call	European	IndexOption	2YRPTP	SPX	7/10/2013	7/10/2015	4,206,000.00	124.50	100.00	1,652.62	7/10/2015	7/10/2015	284,773.56
47	SPX317SSN	Call	European	IndexOption	2YRPTP	SPX	3/10/2012	3/10/2014	4,210,000.00	125.50	100.00	1,370.87	3/10/2014	3/10/2014	97,350.79
47	SPX417YS6	Call	European	IndexOption	2YRPTP	SPX	6/25/2013	6/25/2015	4,305,000.00	124.50	100.00	1,588.03	6/25/2015	6/25/2015	303,017.52
47	SPX317FSE	Call	European	IndexOption	2YRPTP	SPX	10/10/2011	10/10/2013	4,347,000.00	126.00	100.00	1,194.89	10/10/2013	10/10/2013	22,906.40
47	SPX4174S6	Call	European	IndexOption	2YRPTP	SPX	8/10/2012	8/8/2014	4,394,000.00	125.50	100.00	1,405.87	8/8/2014	8/8/2014	172,361.16
47	SPX317YSW	Call	European	IndexOption	2YRPTP	SPX	6/10/2012	6/10/2014	4,413,000.00	128.55	100.00	1,325.66	6/10/2014	6/10/2014	162,591.99
47	SPX4155SB	Call	European	IndexOption	2YRPTP	SPX	3/25/2013	3/25/2015	4,437,000.00	124.50	100.00	1,551.69	3/25/2015	3/25/2015	242,246.75
47	SPX215VSK	Call	European	IndexOption	2YRPTP	SPX	12/25/2011	12/24/2013	4,452,000.00	126.00	100.00	1,265.33	12/24/2013	12/24/2013	65,885.80
47	SPX417DSE	Call	European	IndexOption	2YRPTP	SPX	11/25/2012	11/25/2014	4,502,000.00	127.55	100.00	1,409.15	11/25/2014	11/25/2014	213,304.96
47	SPX4170SA	Call	European	IndexOption	2YRPTP	SPX	6/25/2012	6/25/2014	4,575,000.00	125.50	100.00	1,313.72	6/25/2014	6/25/2014	166,963.44
47	SPX513JS1	Call	European	IndexOption	2YRPTP	SPX	8/25/2013	8/25/2015	4,583,000.00	127.65	100.00	1,663.50	8/25/2015	8/25/2015	335,436.44
47	SPX021XSP	Call	European	IndexOption	2YRPTP	SPX	4/10/2013	4/10/2015	4,608,000.00	127.65	100.00	1,587.73	4/10/2015	4/10/2015	265,300.52
47	SPX4157SH	Call	European	IndexOption	2YRPTP	SPX	4/25/2013	4/24/2015	4,629,000.00	124.50	100.00	1,585.16	4/24/2015	4/24/2015	261,795.60
47	SPX417KSI	Call	European	IndexOption	2YRPTP	SPX	2/10/2013	2/10/2015	4,667,000.00	127.70	100.00	1,517.93	2/10/2015	2/10/2015	241,369.92
47	SPX317MSF	Call	European	IndexOption	2YRPTP	SPX	1/10/2012	1/10/2014	4,669,000.00	125.50	100.00	1,292.08	1/10/2014	1/10/2014	75,711.24
47	SPX5137S7	Call	European	IndexOption	2YRPTP	SPX	5/25/2013	5/22/2015	4,730,000.00	124.50	100.00	1,649.60	5/22/2015	5/22/2015	296,290.45
47	SPX415BST	Call	European	IndexOption	2YRPTP	SPX	7/25/2013	7/24/2015	4,756,000.00	127.60	100.00	1,690.25	7/24/2015	7/24/2015	338,145.80
47	SPX5139S7	Call	European	IndexOption	2YRPTP	SPX	6/10/2013	6/10/2015	4,772,000.00	124.50	100.00	1,642.81	6/10/2015	6/10/2015	312,614.64
47	SPX5130SK	Call	European	IndexOption	2YRPTP	SPX	3/10/2013	3/10/2015	4,777,000.00	124.50	100.00	1,551.18	3/10/2015	3/10/2015	248,187.28
47	SPX120CSP	Call	European	IndexOption	2YRPTP	SPX	5/10/2013	5/8/2015	4,802,000.00	127.60	100.00	1,633.70	5/8/2015	5/8/2015	281,934.45
47	SPX417FSE	Call	European	IndexOption	2YRPTP	SPX	12/10/2012	12/10/2014	4,803,000.00	127.60	100.00	1,418.55	12/10/2014	12/10/2014	235,777.36
47	SPX020USB	Call	European	IndexOption	2YRPTP	SPX	2/10/2012	2/10/2014	4,807,000.00	125.50	100.00	1,342.64	2/10/2014	2/10/2014	94,540.00

47	SPX4179\$C	Call	European	IndexOption	2YRPTP	SPX	10/10/2012	10/10/2014	4,850,000.00	127.55	100.00	1,432.56	10/10/2014	10/10/2014	223,061.85
47	SPX021V\$V	Call	European	IndexOption	2YRPTP	SPX	3/25/2013	3/25/2015	4,855,000.00	127.70	100.00	1,551.69	3/25/2015	3/25/2015	275,701.64
47	SPX5137\$8	Call	European	IndexOption	2YRPTP	SPX	5/25/2013	5/22/2015	4,859,000.00	127.60	100.00	1,649.60	5/22/2015	5/22/2015	315,286.25
47	SPX513J\$0	Call	European	IndexOption	2YRPTP	SPX	8/25/2013	8/25/2015	4,884,000.00	124.50	100.00	1,663.50	8/25/2015	8/25/2015	343,943.44
47	SPX1213\$U	Call	European	IndexOption	2YRPTP	SPX	7/10/2013	7/10/2015	4,897,000.00	127.60	100.00	1,652.62	7/10/2015	7/10/2015	345,657.96
47	SPX1203\$8	Call	European	IndexOption	2YRPTP	SPX	10/25/2012	10/24/2014	4,898,000.00	124.50	100.00	1,412.97	10/24/2014	10/24/2014	218,177.49
47	SPX4176\$6	Call	European	IndexOption	2YRPTP	SPX	9/10/2012	9/10/2014	4,908,000.00	128.55	100.00	1,429.08	9/10/2014	9/10/2014	217,080.00
47	SPX317\$N	Call	European	IndexOption	2YRPTP	SPX	11/25/2011	11/25/2013	5,003,000.00	126.00	100.00	1,158.67	11/25/2013	11/25/2013	58,682.10
47	SPX417F\$D	Call	European	IndexOption	2YRPTP	SPX	12/10/2012	12/10/2014	5,058,000.00	124.50	100.00	1,418.55	12/10/2014	12/10/2014	237,962.90
47	SPX4138\$R	Call	European	IndexOption	2YRPTP	SPX	4/10/2012	4/10/2014	5,073,000.00	125.50	100.00	1,358.59	4/10/2014	4/10/2014	132,984.66
47	SPX4175\$1	Call	European	IndexOption	2YRPTP	SPX	8/25/2012	8/25/2014	5,136,000.00	125.50	100.00	1,411.13	8/25/2014	8/25/2014	215,407.18
47	SPX3150\$7	Call	European	IndexOption	2YRPTP	SPX	11/25/2012	11/25/2014	5,201,000.00	124.50	100.00	1,409.15	11/25/2014	11/25/2014	236,166.15
47	SPX2150\$W	Call	European	IndexOption	2YRPTP	SPX	10/25/2011	10/25/2013	5,204,000.00	126.00	100.00	1,229.05	10/25/2013	10/25/2013	37,157.45
47	SPX2050\$S	Call	European	IndexOption	2YRPTP	SPX	1/25/2012	1/24/2014	5,301,000.00	125.50	100.00	1,326.05	1/24/2014	1/24/2014	92,661.82
47	SPX317H\$Y	Call	European	IndexOption	2YRPTP	SPX	11/10/2011	11/8/2013	5,384,000.00	126.00	100.00	1,239.69	11/8/2013	11/8/2013	50,450.04
47	SPX417Y\$T	Call	European	IndexOption	2YRPTP	SPX	6/25/2013	6/25/2015	5,402,000.00	127.75	100.00	1,588.03	6/25/2015	6/25/2015	400,345.92
47	SPX3150\$O	Call	European	IndexOption	2YRPTP	SPX	2/25/2012	2/25/2014	5,425,000.00	125.50	100.00	1,365.74	2/25/2014	2/25/2014	117,277.08
47	SPX4171\$I	Call	European	IndexOption	2YRPTP	SPX	7/10/2012	7/10/2014	5,456,000.00	125.50	100.00	1,341.47	7/10/2014	7/10/2014	202,589.25
47	SPX417K\$H	Call	European	IndexOption	2YRPTP	SPX	2/10/2013	2/10/2015	5,489,000.00	124.50	100.00	1,517.93	2/10/2015	2/10/2015	264,876.48
47	SPX417H\$3	Call	European	IndexOption	2YRPTP	SPX	12/25/2012	12/24/2014	5,548,000.00	124.50	100.00	1,426.66	12/24/2014	12/24/2014	282,355.20
47	SPX415B\$S	Call	European	IndexOption	2YRPTP	SPX	7/25/2013	7/24/2015	5,710,000.00	124.50	100.00	1,690.25	7/24/2015	7/24/2015	389,713.64
47	SPX417R\$S	Call	European	IndexOption	2YRPTP	SPX	4/10/2013	4/10/2015	5,980,000.00	124.50	100.00	1,587.73	4/10/2015	4/10/2015	331,790.01
47	SPX3050\$S	Call	European	IndexOption	2YRPTP	SPX	8/10/2013	8/10/2015	6,137,000.00	124.50	100.00	1,691.42	8/10/2015	8/10/2015	420,826.95
47	SPX417B\$S	Call	European	IndexOption	2YRPTP	SPX	11/10/2012	11/10/2014	6,284,000.00	124.50	100.00	1,379.85	11/10/2014	11/10/2014	290,096.96
47	SPX120C\$O	Call	European	IndexOption	2YRPTP	SPX	5/10/2013	5/8/2015	6,289,000.00	124.50	100.00	1,633.70	5/8/2015	5/8/2015	366,583.05
47	SPX417J\$5	Call	European	IndexOption	2YRPTP	SPX	1/25/2013	1/23/2015	6,339,000.00	124.50	100.00	1,502.96	1/23/2015	1/23/2015	301,527.30
47	SPX315X\$3	Call	European	IndexOption	2YRPTP	SPX	1/10/2013	1/9/2015	6,516,000.00	124.50	100.00	1,472.12	1/9/2015	1/9/2015	329,398.56
47	SPX417M\$Y	Call	European	IndexOption	2YRPTP	SPX	2/25/2013	2/25/2015	6,544,000.00	124.50	100.00	1,487.85	2/25/2015	2/25/2015	341,709.90
47	SPX4172\$V	Call	European	IndexOption	2YRPTP	SPX	7/25/2012	7/25/2014	7,869,000.00	125.50	100.00	1,337.89	7/25/2014	7/25/2014	303,360.64
82	SPX417A\$F	Call	European	IndexOption	1YRMA	SPX	10/25/2012	10/25/2013	11,130,000.00	111.50	100.00	1,412.97	11/23/2012	10/25/2013	57,022.35
82	SPX417W\$B	Call	European	IndexOption	1YRMA	SPX	5/25/2013	5/23/2014	2,403,000.00	112.50	100.00	1,649.60	6/25/2013	5/23/2014	55,106.75
82	SPX021J\$C	Call	European	IndexOption	1YRMA	SPX	11/10/2012	11/8/2013	2,525,000.00	112.50	100.00	1,379.85	12/10/2012	11/8/2013	17,135.46
82	SPX417H\$X	Call	European	IndexOption	1YRMA	SPX	1/10/2013	1/10/2014	2,562,000.00	112.50	100.00	1,472.12	1/10/2014	1/10/2014	29,185.20
82	SPX417G\$Z	Call	European	IndexOption	1YRMA	SPX	12/25/2012	12/24/2013	2,816,000.00	112.50	100.00	1,426.66	1/25/2013	12/24/2013	31,496.20
82	SPX4153\$E	Call	European	IndexOption	1YRMA	SPX	3/10/2013	3/10/2014	2,901,000.00	112.50	100.00	1,551.18	3/10/2014	3/10/2014	41,972.25
82	SPX417F\$7	Call	European	IndexOption	1YRMA	SPX	12/10/2012	12/10/2013	2,994,000.00	112.50	100.00	1,418.55	1/10/2013	12/10/2013	27,339.69
82	SPX417U\$X	Call	European	IndexOption	1YRMA	SPX	5/10/2013	5/9/2014	3,041,000.00	112.50	100.00	1,633.70	6/10/2013	5/9/2014	60,601.44
82	SPX417R\$Q	Call	European	IndexOption	1YRMA	SPX	4/10/2013	4/10/2014	3,067,000.00	112.50	100.00	1,587.73	4/10/2014	4/10/2014	51,672.72
82	SPX417T\$2	Call	European	IndexOption	1YRMA	SPX	4/25/2013	4/25/2014	3,092,000.00	112.50	100.00	1,585.16	5/24/2013	4/25/2014	56,014.95
82	SPX417A\$G	Call	European	IndexOption	1YRMA	SPX	10/25/2012	10/25/2013	3,197,000.00	112.50	100.00	1,412.97	11/23/2012	10/25/2013	16,764.55
82	SPX417K\$7	Call	European	IndexOption	1YRMA	SPX	2/10/2013	2/10/2014	3,197,000.00	112.50	100.00	1,517.93	3/8/2013	2/10/2014	39,757.33
82	SPX4155\$0	Call	European	IndexOption	1YRMA	SPX	3/25/2013	3/25/2014	3,217,000.00	112.50	100.00	1,551.69	3/25/2014	3/25/2014	53,197.44
82	SPX417M\$Q	Call	European	IndexOption	1YRMA	SPX	2/25/2013	2/25/2014	3,220,000.00	112.50	100.00	1,487.85	3/25/2013	2/25/2014	46,637.78
82	SPX315V\$R	Call	European	IndexOption	1YRMA	SPX	1/25/2013	1/24/2014	3,280,000.00	112.50	100.00	1,502.96	2/25/2013	1/24/2014	36,178.80
82	SPX021K\$G	Call	European	IndexOption	1YRMA	SPX	11/25/2012	11/25/2013	3,283,000.00	112.50	100.00	1,409.15	11/25/2013	11/25/2013	25,310.66
82	SPX1217\$D	Call	European	IndexOption	1YRMA	SPX	8/25/2013	8/25/2014	3,298,000.00	112.50	100.00	1,663.50	8/25/2014	8/25/2014	99,364.02
82	SPX4179\$4	Call	European	IndexOption	1YRMA	SPX	10/10/2012	10/10/2013	3,349,000.00	112.50	100.00	1,432.56	11/9/2012	10/10/2013	12,552.00
82	SPX4175\$W	Call	European	IndexOption	1YRMA	SPX	9/10/2012	9/10/2013	3,748,000.00	113.00	100.00	1,429.08	10/10/2012	9/10/2013	3,532.40
82	SPX513A\$S	Call	European	IndexOption	1YRMA	SPX	6/25/2013	6/25/2014	3,756,000.00	112.50	100.00	1,588.03	7/25/2013	6/25/2014	111,621.86
82	SPX417X\$A	Call	European	IndexOption	1YRMA	SPX	6/10/2013	6/10/2014	3,858,000.00	112.50	100.00	1,642.81	7/10/2013	6/10/2014	96,916.18
82	SPX513F\$4	Call	European	IndexOption	1YRMA	SPX	7/25/2013	7/25/2014	4,020,000.00	112.50	100.00	1,690.25	7/25/2014	7/25/2014	108,013.68
82	SPX4177\$A	Call	European	IndexOption	1YRMA	SPX	9/25/2012	9/25/2013	4,300,000.00	113.00	100.00	1,441.59	10/25/2012	9/25/2013	9,630.75
82	SPX1216\$1	Call	European	IndexOption	1YRMA	SPX	8/10/2013	8/8/2014	4,371,000.00	112.50	100.00	1,691.42	9/10/2013	8/8/2014	121,560.48

82	SPX417ZSN	Call	European	IndexOption	1YRMA	SPX	7/10/2013	7/10/2014	4,493,000.00	112.50	100.00	1,652.62	8/9/2013	7/10/2014	120,595.77
82	SPX417F\$6	Call	European	IndexOption	1YRMA	SPX	12/10/2012	12/10/2013	4,650,000.00	111.50	100.00	1,418.55	12/10/2013	12/10/2013	41,560.49
82	SPX4179\$3	Call	European	IndexOption	1YRMA	SPX	10/10/2012	10/10/2013	4,682,000.00	111.50	100.00	1,432.56	10/10/2013	10/10/2013	17,086.00
82	SPX417DS9	Call	European	IndexOption	1YRMA	SPX	11/25/2012	11/25/2013	4,935,000.00	111.50	100.00	1,409.15	12/24/2012	11/25/2013	37,121.04
82	SPX4177\$9	Call	European	IndexOption	1YRMA	SPX	9/25/2012	9/25/2013	5,299,000.00	112.00	100.00	1,441.59	10/25/2012	9/25/2013	11,686.75
82	SPX513ASR	Call	European	IndexOption	1YRMA	SPX	6/25/2013	6/25/2014	5,312,000.00	111.45	100.00	1,588.03	7/25/2013	6/25/2014	154,393.80
82	SPX1210\$S	Call	European	IndexOption	1YRMA	SPX	5/25/2013	5/23/2014	5,344,000.00	111.45	100.00	1,649.60	6/25/2013	5/23/2014	120,217.25
82	SPX417HSW	Call	European	IndexOption	1YRMA	SPX	1/10/2013	1/10/2014	5,440,000.00	111.45	100.00	1,472.12	1/10/2014	1/10/2014	60,791.28
82	SPX417MSP	Call	European	IndexOption	1YRMA	SPX	2/25/2013	2/25/2014	5,556,000.00	111.45	100.00	1,487.85	3/25/2013	2/25/2014	79,117.44
82	SPX021J\$B	Call	European	IndexOption	1YRMA	SPX	11/10/2012	11/8/2013	5,726,000.00	111.50	100.00	1,379.85	12/10/2012	11/8/2013	37,881.00
82	SPX417RSP	Call	European	IndexOption	1YRMA	SPX	4/10/2013	4/10/2014	5,729,000.00	111.45	100.00	1,587.73	4/10/2014	4/10/2014	95,127.00
82	SPX417X\$9	Call	European	IndexOption	1YRMA	SPX	6/10/2013	6/10/2014	5,740,000.00	111.45	100.00	1,642.81	7/10/2013	6/10/2014	141,969.78
82	SPX021Z\$F	Call	European	IndexOption	1YRMA	SPX	5/10/2013	5/9/2014	5,828,000.00	111.45	100.00	1,633.70	5/9/2014	5/9/2014	114,533.81
82	SPX4177\$1	Call	European	IndexOption	1YRMA	SPX	4/25/2013	4/25/2014	5,888,000.00	111.45	100.00	1,585.16	4/25/2014	4/25/2014	105,137.94
82	SPX4154\$Z	Call	European	IndexOption	1YRMA	SPX	3/25/2013	3/25/2014	5,940,000.00	111.45	100.00	1,551.69	3/25/2014	3/25/2014	97,221.70
82	SPX4175\$V	Call	European	IndexOption	1YRMA	SPX	9/10/2012	9/10/2013	6,008,000.00	112.00	100.00	1,429.08	10/10/2012	9/10/2013	5,563.60
82	SPX417K\$6	Call	European	IndexOption	1YRMA	SPX	2/10/2013	2/10/2014	6,199,000.00	111.45	100.00	1,517.93	2/10/2014	2/10/2014	75,988.97
82	SPX1216\$0	Call	European	IndexOption	1YRMA	SPX	8/10/2013	8/8/2014	6,219,000.00	111.45	100.00	1,691.42	9/10/2013	8/8/2014	170,620.38
82	SPX513F\$3	Call	European	IndexOption	1YRMA	SPX	7/25/2013	7/25/2014	6,407,000.00	111.45	100.00	1,690.25	8/23/2013	7/25/2014	169,848.24
82	SPX417J\$2	Call	European	IndexOption	1YRMA	SPX	1/25/2013	1/24/2014	6,499,000.00	111.45	100.00	1,502.96	2/25/2013	1/24/2014	70,382.22
82	SPX417Z\$M	Call	European	IndexOption	1YRMA	SPX	7/10/2013	7/10/2014	6,706,000.00	111.45	100.00	1,652.62	7/10/2014	7/10/2014	177,693.23
82	SPX1217\$C	Call	European	IndexOption	1YRMA	SPX	8/25/2013	8/25/2014	6,849,000.00	111.45	100.00	1,663.50	8/25/2014	8/25/2014	203,000.14
82	SPX417G\$Y	Call	European	IndexOption	1YRMA	SPX	12/25/2012	12/24/2013	8,860,000.00	111.45	100.00	1,426.66	1/25/2013	12/24/2013	96,586.20
82	SPX4153\$D	Call	European	IndexOption	1YRMA	SPX	3/10/2013	3/10/2014	9,381,000.00	111.45	100.00	1,551.18	3/10/2014	3/10/2014	133,772.58
83	SPX513F\$8	Call	European	IndexOption	1YRMCLQT	SPX	7/25/2013	7/25/2014	1,013,000.00	103.50	100.00	1,690.25	#N/A	#N/A	34,774.56
83	SPX5133\$4	Call	European	IndexOption	1YRMCLQT	SPX	4/10/2013	4/10/2014	1,026,000.00	103.50	100.00	1,587.73	#N/A	#N/A	25,585.50
83	SPX513G\$W	Call	European	IndexOption	1YRMCLQT	SPX	8/10/2013	8/8/2014	1,047,000.00	104.00	100.00	1,691.42	#N/A	#N/A	41,118.66
83	SPX417K\$D	Call	European	IndexOption	1YRMCLQT	SPX	2/10/2013	2/10/2014	1,124,000.00	104.00	100.00	1,517.93	#N/A	#N/A	22,014.78
83	SPX513CSV	Call	European	IndexOption	1YRMCLQT	SPX	7/10/2013	7/10/2014	1,155,000.00	104.00	100.00	1,652.62	#N/A	#N/A	42,392.72
83	SPX315V\$A	Call	European	IndexOption	1YRMCLQT	SPX	12/25/2012	12/24/2013	1,195,000.00	104.00	100.00	1,426.66	#N/A	#N/A	16,378.30
83	SPX513A\$V	Call	European	IndexOption	1YRMCLQT	SPX	6/25/2013	6/25/2014	1,223,000.00	103.50	100.00	1,588.03	#N/A	#N/A	38,242.34
83	SPX513G\$U	Call	European	IndexOption	1YRMCLQT	SPX	8/10/2013	8/8/2014	1,323,000.00	103.20	100.00	1,691.42	#N/A	#N/A	44,251.38
83	SPX315Q\$N	Call	European	IndexOption	1YRMCLQT	SPX	11/10/2012	11/8/2013	1,404,000.00	103.75	100.00	1,379.85	#N/A	#N/A	11,124.87
83	SPX305F\$L	Call	European	IndexOption	1YRMCLQT	SPX	3/25/2013	3/25/2014	1,432,000.00	104.00	100.00	1,551.69	#N/A	#N/A	36,369.30
83	SPX513F\$9	Call	European	IndexOption	1YRMCLQT	SPX	7/25/2013	7/25/2014	1,467,000.00	104.00	100.00	1,690.25	#N/A	#N/A	55,104.00
83	SPX5134\$E	Call	European	IndexOption	1YRMCLQT	SPX	4/25/2013	4/25/2014	1,485,000.00	103.20	100.00	1,585.16	#N/A	#N/A	32,687.04
83	SPX1202\$N	Call	European	IndexOption	1YRMCLQT	SPX	10/10/2012	10/10/2013	1,507,000.00	103.40	100.00	1,432.56	#N/A	#N/A	6,176.80
83	SPX5135\$B	Call	European	IndexOption	1YRMCLQT	SPX	5/10/2013	5/9/2014	1,510,000.00	103.25	100.00	1,633.70	#N/A	#N/A	37,276.01
83	SPX417M\$S	Call	European	IndexOption	1YRMCLQT	SPX	2/25/2013	2/25/2014	1,612,000.00	103.25	100.00	1,487.85	#N/A	#N/A	28,143.58
83	SPX5137\$2	Call	European	IndexOption	1YRMCLQT	SPX	5/25/2013	5/23/2014	1,633,000.00	103.20	100.00	1,649.60	#N/A	#N/A	42,084.65
83	SPX3150\$E	Call	European	IndexOption	1YRMCLQT	SPX	10/25/2012	10/25/2013	1,670,000.00	104.00	100.00	1,412.97	#N/A	#N/A	10,946.65
83	SPX413U\$O	Call	European	IndexOption	1YRMCLQT	SPX	12/25/2012	12/24/2013	1,770,000.00	103.25	100.00	1,426.66	#N/A	#N/A	19,685.70
83	SPX513A\$W	Call	European	IndexOption	1YRMCLQT	SPX	6/25/2013	6/25/2014	1,803,000.00	104.00	100.00	1,588.03	#N/A	#N/A	63,003.16
83	SPX5135\$C	Call	European	IndexOption	1YRMCLQT	SPX	5/10/2013	5/9/2014	1,814,000.00	103.80	100.00	1,633.70	#N/A	#N/A	51,284.32
83	SPX315V\$9	Call	European	IndexOption	1YRMCLQT	SPX	12/25/2012	12/24/2013	1,934,000.00	103.50	100.00	1,426.66	#N/A	#N/A	23,460.00
83	SPX3150\$D	Call	European	IndexOption	1YRMCLQT	SPX	10/25/2012	10/25/2013	1,972,000.00	103.40	100.00	1,412.97	#N/A	#N/A	10,994.50
83	SPX305E\$6	Call	European	IndexOption	1YRMCLQT	SPX	2/25/2013	2/25/2014	2,007,000.00	103.85	100.00	1,487.85	#N/A	#N/A	43,065.32
83	SPX513A\$U	Call	European	IndexOption	1YRMCLQT	SPX	6/25/2013	6/25/2014	2,035,000.00	103.25	100.00	1,588.03	#N/A	#N/A	59,480.80
83	SPX413R\$0	Call	European	IndexOption	1YRMCLQT	SPX	11/10/2012	11/8/2013	2,045,000.00	103.25	100.00	1,379.85	#N/A	#N/A	13,684.08
83	SPX315T\$L	Call	European	IndexOption	1YRMCLQT	SPX	12/10/2012	12/10/2013	2,057,000.00	103.40	100.00	1,418.55	#N/A	#N/A	21,401.90
83	SPX315K\$Y	Call	European	IndexOption	1YRMCLQT	SPX	9/25/2012	9/25/2013	2,165,000.00	103.95	100.00	1,441.59	#N/A	#N/A	6,598.75
83	SPX5134\$F	Call	European	IndexOption	1YRMCLQT	SPX	4/25/2013	4/25/2014	2,178,000.00	103.80	100.00	1,585.16	#N/A	#N/A	57,842.22
83	SPX5139\$1	Call	European	IndexOption	1YRMCLQT	SPX	6/10/2013	6/10/2014	2,313,000.00	103.30	100.00	1,642.81	#N/A	#N/A	65,098.49

83	SPX5139\$2	Call	European	IndexOption	1YRMCLQT	SPX	6/10/2013	6/10/2014	2,325,000.00	103.75	100.00	1,642.81	#N/A	#N/A	73,189.46
83	SPX4170\$G	Call	European	IndexOption	1YRMCLQT	SPX	3/10/2013	3/10/2014	2,392,000.00	103.25	100.00	1,551.18	#N/A	#N/A	44,940.39
83	SPX513\$CSU	Call	European	IndexOption	1YRMCLQT	SPX	7/10/2013	7/10/2014	2,393,000.00	103.40	100.00	1,652.62	#N/A	#N/A	76,541.02
83	SPX3056\$T	Call	European	IndexOption	1YRMCLQT	SPX	9/10/2012	9/10/2013	2,410,000.00	103.90	100.00	1,429.08	#N/A	#N/A	2,878.80
83	SPX305\$ESS	Call	European	IndexOption	1YRMCLQT	SPX	3/10/2013	3/10/2014	2,528,000.00	103.80	100.00	1,551.18	#N/A	#N/A	57,888.28
83	SPX5131\$SL	Call	European	IndexOption	1YRMCLQT	SPX	8/25/2013	8/25/2014	2,571,000.00	104.00	100.00	1,663.50	#N/A	#N/A	104,874.67
83	SPX5131\$JK	Call	European	IndexOption	1YRMCLQT	SPX	8/25/2013	8/25/2014	2,592,000.00	103.35	100.00	1,663.50	#N/A	#N/A	93,307.69
83	SPX5137\$3	Call	European	IndexOption	1YRMCLQT	SPX	5/25/2013	5/23/2014	2,631,000.00	103.50	100.00	1,649.60	#N/A	#N/A	73,359.95
83	SPX5131\$Q	Call	European	IndexOption	1YRMCLQT	SPX	3/25/2013	3/25/2014	2,641,000.00	103.35	100.00	1,551.69	#N/A	#N/A	57,086.72
83	SPX513G\$V	Call	European	IndexOption	1YRMCLQT	SPX	8/10/2013	8/8/2014	2,835,000.00	103.50	100.00	1,691.42	#N/A	#N/A	101,751.84
83	SPX305D\$SI	Call	European	IndexOption	1YRMCLQT	SPX	2/10/2013	2/10/2014	2,837,000.00	103.35	100.00	1,517.93	#N/A	#N/A	46,495.75
83	SPX1203\$P	Call	European	IndexOption	1YRMCLQT	SPX	11/25/2012	11/25/2013	2,839,000.00	103.60	100.00	1,409.15	#N/A	#N/A	25,745.82
83	SPX417J\$3	Call	European	IndexOption	1YRMCLQT	SPX	1/25/2013	1/24/2014	3,116,000.00	103.35	100.00	1,502.96	#N/A	#N/A	45,243.94
83	SPX305C\$ST	Call	European	IndexOption	1YRMCLQT	SPX	1/25/2013	1/24/2014	3,189,000.00	104.00	100.00	1,502.96	#N/A	#N/A	54,617.14
83	SPX413W\$B	Call	European	IndexOption	1YRMCLQT	SPX	1/10/2013	1/10/2014	3,428,000.00	103.35	100.00	1,472.12	#N/A	#N/A	45,745.92
83	SPX5133\$F7	Call	European	IndexOption	1YRMCLQT	SPX	7/25/2013	7/25/2014	4,381,000.00	103.30	100.00	1,690.25	#N/A	#N/A	143,696.80
83	SPX3056\$J	Call	European	IndexOption	1YRMCLQT	SPX	9/25/2012	9/25/2013	614,000.00	104.50	100.00	1,441.59	#N/A	#N/A	2,182.75
83	SPX315T\$M	Call	European	IndexOption	1YRMCLQT	SPX	12/10/2012	12/10/2013	630,000.00	104.00	100.00	1,418.55	#N/A	#N/A	8,193.12
83	SPX315X\$1	Call	European	IndexOption	1YRMCLQT	SPX	1/10/2013	1/10/2014	6,519,000.00	104.00	100.00	1,472.12	#N/A	#N/A	101,139.72
83	SPX3056\$U	Call	European	IndexOption	1YRMCLQT	SPX	9/10/2012	9/10/2013	687,000.00	104.50	100.00	1,429.08	#N/A	#N/A	976.90
83	SPX413T\$3	Call	European	IndexOption	1YRMCLQT	SPX	11/24/2012	11/22/2013	85,824.06	102.00	100.00	1,409.15	#N/A	#N/A	377.65
83	SPX513H\$7	Call	European	IndexOption	1YRMCLQT	SPX	8/10/2013	8/8/2014	908,000.00	103.50	100.00	1,694.16	#N/A	#N/A	32,951.70
83	SPX315M\$S	Call	European	IndexOption	1YRMCLQT	SPX	10/10/2012	10/10/2013	913,000.00	104.00	100.00	1,432.56	#N/A	#N/A	4,722.40
83	SPX5137\$4	Call	European	IndexOption	1YRMCLQT	SPX	5/25/2013	5/23/2014	920,000.00	104.00	100.00	1,649.60	#N/A	#N/A	28,667.70
83	SPX305G\$J	Call	European	IndexOption	1YRMCLQT	SPX	4/10/2013	4/10/2014	938,000.00	104.00	100.00	1,587.73	#N/A	#N/A	26,586.72
83	SPX5133\$3	Call	European	IndexOption	1YRMCLQT	SPX	4/10/2013	4/10/2014	996,000.00	103.25	100.00	1,587.73	#N/A	#N/A	22,111.20
84	SPX5131\$Y	Call	European	IndexOption	1YRMAN	NDX100	8/25/2013	8/25/2014	1,011,000.00	110.50	100.00	3,124.27	9/25/2013	8/25/2014	32,834.14
84	SPX3155\$6	Call	European	IndexOption	1YRMAN	NDX100	11/25/2012	11/25/2013	1,043,000.00	110.50	100.00	2,639.59	11/25/2013	11/25/2013	8,676.54
84	SPX5133\$8	Call	European	IndexOption	1YRSARB	NSD	11/25/2012	11/25/2013	1,043,000.00	107.50	100.00	NULL	12/24/2012	11/25/2013	7,991.98
84	SPX021X\$M	Call	European	IndexOption	1YRSARB	NSD	4/10/2013	4/10/2014	1,164,000.00	107.50	100.00	NULL	5/10/2013	4/10/2014	21,593.94
84	SPX1214\$X	Call	European	IndexOption	1YRSARB	NSD	7/25/2013	7/25/2014	1,191,000.00	107.50	100.00	NULL	7/25/2014	7/25/2014	33,177.20
84	SPX305N\$N	Call	European	IndexOption	1YRSARB	NSD	7/10/2013	7/10/2014	1,207,000.00	112.50	100.00	NULL	8/9/2013	7/10/2014	39,125.00
84	SPX021Y\$G	Call	European	IndexOption	1YRSARB	NSD	4/25/2013	4/25/2014	1,231,000.00	107.50	100.00	NULL	4/25/2014	4/25/2014	24,458.40
84	SPX021Z\$J	Call	European	IndexOption	1YRSARB	NSD	5/10/2013	5/9/2014	1,232,000.00	107.50	100.00	NULL	5/9/2014	5/9/2014	26,420.26
84	SPX1213\$S	Call	European	IndexOption	1YRSARB	NSD	7/10/2013	7/10/2014	1,344,000.00	107.50	100.00	NULL	8/9/2013	7/10/2014	36,880.79
84	SPX315M\$T	Call	European	IndexOption	1YRMAN	NDX100	10/10/2012	10/10/2013	1,347,000.00	110.50	100.00	2,728.54	11/9/2012	10/10/2013	5,373.20
84	SPX1217\$F	Call	European	IndexOption	1YRMAS	SPX	8/25/2013	8/25/2014	1,383,000.00	107.50	100.00	1,663.50	#N/A	#N/A	35,580.49
84	SPX021F\$D	Call	European	IndexOption	1YRSARB	NSD	9/25/2012	9/25/2013	1,391,000.00	108.00	100.00	NULL	9/25/2013	9/25/2013	3,182.25
84	SPX021U\$M	Call	European	IndexOption	1YRSARB	NSD	3/10/2013	3/10/2014	1,400,000.00	107.50	100.00	NULL	4/10/2013	3/10/2014	22,805.40
84	SPX305A\$Q	Call	European	IndexOption	1YRSARB	NSD	12/10/2012	12/10/2013	1,402,000.00	107.50	100.00	NULL	12/10/2013	12/10/2013	12,879.52
84	SPX5172\$H	Call	European	IndexOption	1YRMAS	SPX	8/10/2013	8/8/2014	1,404,000.00	107.50	100.00	1,691.42	#N/A	#N/A	33,375.78
84	SPX3150\$1	Call	European	IndexOption	1YRMAN	NDX100	10/25/2012	10/25/2013	1,432,000.00	110.50	100.00	2,657.66	11/23/2012	10/25/2013	7,918.90
84	SPX315Z\$8	Call	European	IndexOption	1YRMAS	SPX	1/25/2013	1/24/2014	1,436,000.00	107.50	100.00	1,502.96	#N/A	#N/A	13,823.28
84	SPX305C\$7	Call	European	IndexOption	1YRSARB	NSD	1/10/2013	1/10/2014	1,454,000.00	107.50	100.00	NULL	2/8/2013	1/10/2014	17,090.04
84	SPX021N\$9	Call	European	IndexOption	1YRSARB	NSD	12/25/2012	12/24/2013	1,463,000.00	107.50	100.00	NULL	1/25/2013	12/24/2013	15,073.05
84	SPX4155\$A	Call	European	IndexOption	1YRMAS	SPX	3/25/2013	3/25/2014	1,463,000.00	110.50	100.00	1,551.69	#N/A	#N/A	23,698.24
84	SPX5171\$1	Call	European	IndexOption	1YRMAS	SPX	7/25/2013	7/25/2014	1,487,000.00	110.50	100.00	1,690.25	#N/A	#N/A	38,484.24
84	SPX305D\$M	Call	European	IndexOption	1YRSARB	NSD	2/10/2013	2/10/2014	1,513,000.00	107.50	100.00	NULL	3/8/2013	2/10/2014	20,831.40
84	SPX305E\$V	Call	European	IndexOption	1YRSARB	NSD	3/10/2013	3/10/2014	1,515,000.00	110.50	100.00	NULL	4/10/2013	3/10/2014	27,517.37
84	SPX417Z\$R	Call	European	IndexOption	1YRMAS	SPX	7/10/2013	7/10/2014	1,515,000.00	110.50	100.00	1,652.62	#N/A	#N/A	38,846.43
84	SPX417T\$5	Call	European	IndexOption	1YRMAS	SPX	4/25/2013	4/25/2014	1,543,000.00	110.50	100.00	1,585.16	#N/A	#N/A	27,252.63
84	SPX1210\$X	Call	European	IndexOption	1YRSARB	NSD	5/25/2013	5/23/2014	1,553,000.00	107.50	100.00	NULL	6/25/2013	5/23/2014	36,180.45
84	SPX021T\$G	Call	European	IndexOption	1YRSARB	NSD	2/25/2013	2/25/2014	1,581,000.00	107.50	100.00	NULL	3/25/2013	2/25/2014	24,441.18

84	SPX1212SQ	Call	European	IndexOption	1YRSARB	NSD	6/25/2013	6/25/2014	1,597,000.00	107.50	100.00	NULL	6/25/2014	6/25/2014	45,114.22
84	SPX021DSY	Call	European	IndexOption	1YRSARB	NSD	9/10/2012	9/10/2013	1,624,000.00	108.00	100.00	NULL	9/10/2013	9/10/2013	1,566.20
84	SPX315ZSB	Call	European	IndexOption	1YRMAN	NDX100	1/25/2013	1/24/2014	1,628,000.00	110.50	100.00	2,736.73	2/25/2013	1/24/2014	18,217.88
84	SPX021GSN	Call	European	IndexOption	1YRSARB	NSD	10/10/2012	10/10/2013	1,652,000.00	107.50	100.00	NULL	10/10/2013	10/10/2013	6,064.80
84	SPX513B82	Call	European	IndexOption	1YRMAS	SPX	6/25/2013	6/25/2014	1,655,000.00	110.50	100.00	1,588.03	#N/A	#N/A	46,750.24
84	SPX021ZSK	Call	European	IndexOption	1YRSARB	NSD	5/10/2013	5/9/2014	1,695,000.00	110.50	100.00	NULL	6/10/2013	5/9/2014	40,556.58
84	SPX021VST	Call	European	IndexOption	1YRSARB	NSD	3/25/2013	3/25/2014	1,702,000.00	107.50	100.00	NULL	4/25/2013	3/25/2014	29,970.94
84	SPX417HS2	Call	European	IndexOption	1YRMAS	SPX	12/25/2012	12/24/2013	1,707,000.00	110.50	100.00	1,426.66	#N/A	#N/A	18,017.05
84	SPX3150SK	Call	European	IndexOption	1YRSARB	NSD	10/25/2012	10/25/2013	1,738,000.00	107.50	100.00	NULL	11/23/2012	10/25/2013	8,694.95
84	SPX417HSZ	Call	European	IndexOption	1YRMAS	SPX	1/10/2013	1/10/2014	1,787,000.00	110.50	100.00	1,472.12	#N/A	#N/A	19,452.84
84	SPX417FSB	Call	European	IndexOption	1YRMAS	SPX	12/10/2012	12/10/2013	1,821,000.00	110.50	100.00	1,418.55	#N/A	#N/A	15,822.66
84	SPX021XSN	Call	European	IndexOption	1YRSARB	NSD	4/10/2013	4/10/2014	1,847,000.00	110.50	100.00	NULL	4/10/2014	4/10/2014	37,746.66
84	SPX1211SV	Call	European	IndexOption	1YRSARB	NSD	6/10/2013	6/10/2014	1,866,000.00	107.50	100.00	NULL	6/10/2014	6/10/2014	47,452.44
84	SPX4152SC	Call	European	IndexOption	1YRSARB	NSD	2/25/2013	2/25/2014	1,868,000.00	110.50	100.00	NULL	3/25/2013	2/25/2014	31,883.36
84	SPX1210ST	Call	European	IndexOption	1YRMAS	SPX	5/25/2013	5/23/2014	1,895,000.00	110.50	100.00	1,649.60	#N/A	#N/A	41,525.50
84	SPX5172SI	Call	European	IndexOption	1YRMAS	SPX	8/10/2013	8/8/2014	1,923,000.00	110.50	100.00	1,691.42	#N/A	#N/A	51,491.52
84	SPX417XSE	Call	European	IndexOption	1YRMAS	SPX	6/10/2013	6/10/2014	1,953,000.00	110.50	100.00	1,642.81	#N/A	#N/A	47,094.03
84	SPX4177SF	Call	European	IndexOption	1YRMAS	SPX	9/25/2012	9/25/2013	1,965,000.00	111.00	100.00	1,441.59	#N/A	#N/A	4,253.00
84	SPX021JSG	Call	European	IndexOption	1YRMAS	SPX	11/10/2012	11/8/2013	2,019,000.00	110.50	100.00	1,379.85	#N/A	#N/A	12,936.12
84	SPX4150ST	Call	European	IndexOption	1YRMAS	SPX	2/10/2013	2/10/2014	2,138,000.00	110.50	100.00	1,517.93	#N/A	#N/A	25,449.19
84	SPX021JSF	Call	European	IndexOption	1YRMAS	SPX	11/10/2012	11/8/2013	2,227,000.00	107.50	100.00	1,379.85	#N/A	#N/A	12,115.71
84	SPX1217SG	Call	European	IndexOption	1YRMAS	SPX	8/25/2013	8/25/2014	2,358,000.00	110.50	100.00	1,663.50	#N/A	#N/A	68,504.38
84	SPX417DSD	Call	European	IndexOption	1YRMAS	SPX	11/25/2012	11/25/2013	2,434,000.00	110.50	100.00	1,409.15	#N/A	#N/A	17,852.74
84	SPX315JSP	Call	European	IndexOption	1YRMAN	NDX100	9/10/2012	9/10/2013	2,859,000.00	111.00	100.00	2,788.35	9/10/2013	9/10/2013	2,953.00
84	SPX4179S8	Call	European	IndexOption	1YRMAS	SPX	10/10/2012	10/10/2013	3,143,000.00	110.50	100.00	1,432.56	#N/A	#N/A	11,194.40
84	SPX021HSHV	Call	European	IndexOption	1YRMAS	SPX	10/25/2012	10/25/2013	3,341,000.00	110.50	100.00	1,412.97	#N/A	#N/A	16,663.90
84	SPX315ZSA	Call	European	IndexOption	1YRMAS	SPX	1/25/2013	1/24/2014	3,799,000.00	110.50	100.00	1,502.96	#N/A	#N/A	40,075.54
84	SPX513ISX	Call	European	IndexOption	1YRMAN	NDX100	8/25/2013	8/25/2014	593,000.00	107.50	100.00	3,124.27	9/25/2013	8/25/2014	16,417.07
84	SPX1216S8	Call	European	IndexOption	1YRMAN	NDX100	8/10/2013	8/8/2014	602,000.00	107.50	100.00	3,118.57	8/8/2014	8/8/2014	15,441.30
84	SPX315ZS9	Call	European	IndexOption	1YRMAN	NDX100	1/25/2013	1/24/2014	616,000.00	107.50	100.00	2,736.73	2/25/2013	1/24/2014	6,226.90
84	SPX417QSG	Call	European	IndexOption	1YRMAN	NDX100	3/25/2013	3/25/2014	627,000.00	110.50	100.00	2,789.45	4/25/2013	3/25/2014	11,465.96
84	SPX5171S2	Call	European	IndexOption	1YRMAN	NDX100	7/25/2013	7/25/2014	637,000.00	110.50	100.00	3,061.67	8/23/2013	7/25/2014	17,859.60
84	SPX417ZSS	Call	European	IndexOption	1YRMAN	NDX100	7/10/2013	7/10/2014	649,000.00	110.50	100.00	3,000.66	8/9/2013	7/10/2014	17,697.02
84	SPX4177S6	Call	European	IndexOption	1YRMAN	NDX100	4/25/2013	4/25/2014	661,000.00	110.50	100.00	2,848.66	5/24/2013	4/25/2014	13,390.50
84	SPX4176S2	Call	European	IndexOption	1YRMAS	SPX	9/10/2012	9/10/2013	6,670,000.00	111.00	100.00	1,429.08	#N/A	#N/A	6,030.40
84	SPX417YSQ	Call	European	IndexOption	1YRMAN	NDX100	6/25/2013	6/25/2014	709,000.00	110.50	100.00	2,866.50	6/25/2014	6/25/2014	20,550.08
84	SPX021N8S	Call	European	IndexOption	1YRMAN	NDX100	12/25/2012	12/24/2013	732,000.00	110.50	100.00	2,658.05	12/24/2013	12/24/2013	8,579.00
84	SPX021OSQ	Call	European	IndexOption	1YRMAN	NDX100	1/10/2013	1/10/2014	766,000.00	110.50	100.00	2,744.18	2/8/2013	1/10/2014	9,639.96
84	SPX315TSP	Call	European	IndexOption	1YRMAN	NDX100	12/10/2012	12/10/2013	781,000.00	110.50	100.00	2,647.57	12/10/2013	12/10/2013	7,823.46
84	SPX417W5H	Call	European	IndexOption	1YRMAN	NDX100	5/25/2013	5/23/2014	812,000.00	110.50	100.00	2,991.02	5/23/2014	5/23/2014	18,915.70
84	SPX415CS3	Call	European	IndexOption	1YRMAN	NDX100	8/10/2013	8/8/2014	824,000.00	110.50	100.00	3,118.57	9/10/2013	8/8/2014	24,388.02
84	SPX417XSF	Call	European	IndexOption	1YRMAN	NDX100	6/10/2013	6/10/2014	837,000.00	110.50	100.00	2,990.49	7/10/2013	6/10/2014	21,157.08
84	SPX4177SG	Call	European	IndexOption	1YRMAN	NDX100	9/25/2012	9/25/2013	842,000.00	111.00	100.00	2,804.53	9/25/2013	9/25/2013	2,099.25
84	SPX417BSP	Call	European	IndexOption	1YRMAN	NDX100	11/10/2012	11/8/2013	865,000.00	110.50	100.00	2,584.10	11/8/2013	11/8/2013	6,083.04
84	SPX021RSY	Call	European	IndexOption	1YRMAN	NDX100	2/10/2013	2/10/2014	916,000.00	110.50	100.00	2,775.56	2/10/2014	2/10/2014	13,100.31
84	SPX417BSO	Call	European	IndexOption	1YRMAN	NDX100	11/10/2012	11/8/2013	954,000.00	107.50	100.00	2,584.10	12/10/2012	11/8/2013	5,551.74

Annex F

Life Reference Balance Sheet

[See attached.]

ALAC Open Block Reference Balance Sheet
Assets and liabilities for ALAC to transfer to PLIC USA
Illustrative, based on 8/31/2013 ALAC balances
Debit (Credit)

	Coinsurance Treaty Open Block
Bonds and commercial mortgage loans	4,892,789,502
Cash	63,198,778
Policy loans	460,173,184
Derivatives	77,961,074
Investment income due and accrued	—
Due premium	3,788,192
Deferred premium	44,637,131
Reinsurance recoverable	20,161,811
Reinsurance receivable	3,104,519
Guaranty fund asset	3,073,629
Total assets	5,568,887,820
Life reserves - Statutory Reserve - (non-XXXX)	(3,447,278,164)
Life reserves - Economic Reserve - (XXXX)	(1,979,741,171)
Life reserves - Redundant Reserve - (XXXX)	(1,205,610,934)
Deposit-type contracts	(1,761,786)
Claim liability	(46,773,751)
Policyholder dividends	(25,646)
Dividends apportioned	(7,430,970)
Advance premium	(496,198)
Reinsurance payable	(11,322,279)
Existing interest maintenance reserve	(63,198,778)
Convention accrual	(2,075,096)
Unearned investment income on policy loans	(5,616,065)
Guaranty fund liability & legal reserve	(3,167,917)
Total liabilities	(6,774,498,754)
Liabilities transferred in excess of assets transferred	(1,205,610,934)

ALAC OB

Distributed 9/24/2013

Annex G

Additional Life Reference Balance Sheet Assets

None.

Annex H

Closed Block Financing Assets³

[See attached.]

³ This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	89837LAB1-1-166	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	3,750,000.00	3,750,000.00	3,974,824.83	4,384,526.25	15,437.50
Available	89837LAB1-1-132	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	3,750,000.00	14,715,000.00	15,971,055.59	17,204,881.01	60,576.75
Available	89837LAB1-2-21	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	3,750,000.00	1,825,000.00	2,007,646.26	2,133,802.78	7,512.92
Available	89837LAB1-2-166	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	3,750,000.00	1,250,000.00	1,324,941.61	1,461,508.75	5,145.83
Available	05947U2R8-1-39	10-Oct-45	05947U2R8	BANC OF AMERICA COMMERCIAL MOR	2,500,000.00	2,500,000.00	2,478,207.31	2,675,220.00	9,235.42
Available	98385XAM8-1-146	01-Aug-37	98385XAM8	XTO ENERGY INC.	1,672,000.00	1,672,000.00	2,040,992.12	2,235,800.07	17,556.00
Available	50180CAT7-2-21	15-Nov-38	50180CAT7	LB-UBS COMMERCIAL MORTGAGE TRU	28,250,000.02	21,763,302.49	243,944.36	384,862.24	3,226.48
Available	59748TAA7-1-8	15-Mar-25	59748TAA7	MIDLAND COGENERATION VENTURE L	3,000,000.00	2,821,392.00	2,821,392.00	2,938,214.56	5,642.78
Available	36228CTH6-2-8	10-Aug-38	36228CTH6	GS MORTGAGE SECURITIES CORPORA	4,500,000.00	4,176,059.87	4,230,182.87	4,259,919.33	16,274.57
Available	07383F7W2-4-8	11-Jun-41	07383F7W2	BEAR STEARNS COMMERCIAL MORTGA	2,500,000.00	2,478,779.52	2,537,495.57	2,597,091.67	8,367.53
Available	07383F7W2-5-8	11-Jun-41	07383F7W2	BEAR STEARNS COMMERCIAL MORTGA	2,000,000.00	1,983,023.62	2,029,996.46	2,077,673.34	6,694.03
Available	31298GPM6-2-8	01-Feb-31	31298GPM6	FEDERAL HOME LOAN MORTGAGE COR	1,000,000.00	21,914.45	24,430.66	24,182.00	94.96
Available	31379HQZ6-3-8	01-Apr-28	31379HQZ6	FEDERAL NATIONAL MORTGAGE ASSO	6,089,996.04	21,046.60	23,989.60	23,357.77	98.80
Available	31371HF29-4-8	01-Dec-28	31371HF29	FEDERAL NATIONAL MORTGAGE ASSO	2,494,801.15	38,891.53	44,858.29	45,597.67	196.62
Available	31371HF29-3-8	01-Dec-28	31371HF29	FEDERAL NATIONAL MORTGAGE ASSO	2,494,803.08	38,891.56	44,858.32	45,597.71	196.62
Available	36203YDX9-6-8	15-Sep-23	36203YDX9	GOVERNMENT NATIONAL MORTGAGE A	1,739,997.62	8,039.05	9,232.70	8,431.97	43.54
Available	31379HQZ6-4-8	01-Apr-28	31379HQZ6	FEDERAL NATIONAL MORTGAGE ASSO	4,410,005.41	15,240.67	17,371.79	16,914.28	71.55
Available	36203YDX9-8-8	15-Sep-23	36203YDX9	GOVERNMENT NATIONAL MORTGAGE A	1,260,002.38	5,821.40	6,685.77	6,105.93	31.53
Available	36203YDX9-5-8	15-Sep-23	36203YDX9	GOVERNMENT NATIONAL MORTGAGE A	1,160,005.63	5,359.40	6,155.17	5,621.35	29.03
Available	36204AGX7-7-8	15-Jun-24	36204AGX7	GOVERNMENT NATIONAL MORTGAGE A	579,299.66	9,378.01	8,825.64	9,902.94	50.80
Available	36203YDX9-7-8	15-Sep-23	36203YDX9	GOVERNMENT NATIONAL MORTGAGE A	839,994.37	3,880.90	4,457.15	4,070.59	21.02
Available	31371HF29-5-8	01-Dec-28	31371HF29	FEDERAL NATIONAL MORTGAGE ASSO	950,395.89	14,815.75	17,088.78	17,370.46	74.90
Available	3128FC6V0-4-8	01-May-23	3128FC6V0	FEDERAL HOME LOAN MORTGAGE COR	816,064.42	5,937.75	6,060.99	6,156.43	36.45
Available	36204AGX7-5-8	15-Jun-24	36204AGX7	GOVERNMENT NATIONAL MORTGAGE A	419,496.40	6,791.03	6,391.04	7,171.16	36.78
Available	3128FC6V0-3-8	01-May-23	3128FC6V0	FEDERAL HOME LOAN MORTGAGE COR	590,934.95	4,299.69	4,388.93	4,458.04	26.40
Available	36204AGX7-8-8	15-Jun-24	36204AGX7	GOVERNMENT NATIONAL MORTGAGE A	2,692.65	43.59	41.06	46.03	0.24
Available	36204AGX7-6-8	15-Jun-24	36204AGX7	GOVERNMENT NATIONAL MORTGAGE A	1,945.20	31.49	29.62	33.25	0.17
Available	008916AG3-1-8	23-May-36	008916AG3	AGRIUM INC	4,000,000.00	4,000,000.00	4,152,879.14	4,678,888.00	98,166.67
Available	010392EC8-4-8	15-Feb-33	010392EC8	ALABAMA POWER COMPANY	2,000,000.00	2,000,000.00	2,092,818.19	2,273,940.00	13,300.00
Available	010392EC8-3-8	15-Feb-33	010392EC8	ALABAMA POWER COMPANY	3,000,000.00	3,000,000.00	2,996,293.37	3,410,910.00	19,950.00
Available	013716AU9-1-8	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	4,000,000.00	4,000,000.00	4,170,171.76	4,528,380.00	69,416.67
Available	020002AV3-1-8	15-May-37	020002AV3	ALLSTATE CORPORATION (THE)	3,000,000.00	3,000,000.00	2,900,563.46	3,131,250.00	67,375.00
Available	021345AA1-14-588	30-Jun-35	021345AA1	ALTA WIND HOLDINGS LLC	6,888,869.76	5,992,723.68	5,992,723.68	6,345,629.18	101,376.91
Available	021345AA1-1-588	30-Jun-35	021345AA1	ALTA WIND HOLDINGS LLC	12,765,127.24	11,104,561.84	11,104,561.84	11,758,498.38	187,852.17
Available	023551AM6-1-8	15-Mar-33	023551AM6	HESS CORPORATION	5,000,000.00	5,000,000.00	5,525,785.61	5,915,190.00	11,875.00
Available	02364WAJ4-1-8	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV	2,000,000.00	2,000,000.00	2,070,529.18	2,160,010.00	9,208.33
Available	032511AY3-3-8	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	1,000,000.00	1,000,000.00	1,174,638.12	1,155,783.00	2,150.00
Available	032511AY3-2-8	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	1,500,000.00	1,500,000.00	1,768,276.60	1,733,674.50	3,225.00
Available	032511AY3-1-8	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	1,500,000.00	1,500,000.00	1,757,910.41	1,733,674.50	3,225.00
Available	035229CN1-2-8	01-Feb-43	035229CN1	ANHEUSER-BUSCH COMPANIES LLC	1,600,000.00	1,600,000.00	1,695,623.42	1,989,692.80	16,177.78
Available	035229CN1-1-8	01-Feb-43	035229CN1	ANHEUSER-BUSCH COMPANIES LLC	7,000,000.00	7,000,000.00	7,025,759.21	8,704,906.00	70,777.78
Available	03523TBH0-7-166	15-Nov-19	03523TBH0	ANHEUSER-BUSCH INBEV WORLDWIDE	5,000,000.00	5,000,000.00	4,986,874.12	6,208,430.00	126,041.67
Available	037389AK9-2-8	01-Jan-27	037389AK9	AON CORP	1,500,000.00	1,500,000.00	1,850,080.24	1,831,372.50	29,401.25
Available	037389AK9-1-8	01-Jan-27	037389AK9	AON CORP	3,000,000.00	3,000,000.00	3,131,289.62	3,662,745.00	58,802.50
Available	037411AK1-4-8	15-Apr-26	037411AK1	APACHE CORPORATION	3,000,000.00	3,000,000.00	3,341,549.89	3,898,245.00	107,325.00
Available	037411AK1-3-8	15-Apr-26	037411AK1	APACHE CORPORATION	2,000,000.00	2,000,000.00	2,152,497.00	2,598,830.00	71,550.00
Available	039483AT9-6-8	01-Oct-32	039483AT9	ARCHER-DANIELS-MIDLAND COMPANY	5,000,000.00	5,000,000.00	4,818,091.13	5,587,705.00	145,077.78
Available	039483AT9-5-8	01-Oct-32	039483AT9	ARCHER-DANIELS-MIDLAND COMPANY	2,000,000.00	2,000,000.00	1,987,969.21	2,235,082.00	58,031.11
Available	039483AT9-4-8	01-Oct-32	039483AT9	ARCHER-DANIELS-MIDLAND COMPANY	2,000,000.00	2,000,000.00	1,992,719.95	2,235,082.00	58,031.11
Available	04363UAD8-1-588	07-Apr-23	04363UAD8	ASCIANO FINANCE LTD	7,901,000.00	7,901,000.00	7,866,303.59	8,375,210.12	223,861.67
Available	046003JU4-1-8	01-Nov-18	046003JU4	ASSOCIATES CORP OF NORTH AMERI	3,212,000.00	3,212,000.00	3,363,322.39	3,814,089.40	90,533.79

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	046353AD0-4-8	15-Sep-37	046353AD0	ASTRAZENECA PLC	3,000,000.00	3,000,000.00	3,256,460.33	3,665,010.00	6,450.00
Available	05541VAF3-1-8	15-Oct-41	05541VAF3	BG ENERGY CAPITAL PLC	7,000,000.00	7,000,000.00	6,883,149.08	7,076,314.00	161,437.50
Available	057224AZ0-1-8	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	2,000,000.00	2,000,000.00	1,911,661.66	2,138,118.00	3,416.67
Available	059165EC0-3-148	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	5,000.00	5,000.00	6,362.80	5,938.14	155.22
Available	05947U4E5-1-8	10-Sep-47	05947U4E5	BANC OF AMERICA COMMERCIAL MOR	2,350,000.00	2,350,000.00	2,300,736.35	2,504,507.80	9,093.58
Available	05952CAE0-1-8	10-Feb-51	05952CAE0	BANC OF AMERICA COMMERCIAL MOR	6,400,000.00	6,400,000.00	7,247,035.48	7,025,600.00	25,385.24
Available	06051GEU9-1-8	11-Jan-23	06051GEU9	BANK OF AMERICA CORP	10,000,000.00	10,000,000.00	9,941,034.82	9,437,260.00	69,666.67
Available	097014AM6-1-148	15-Aug-18	097014AM6	BOEING CAPITAL CORPORATION	7,000,000.00	7,000,000.00	6,975,216.62	7,308,777.00	23,683.33
Available	100743AJ2-1-8	15-Feb-42	100743AJ2	BOSTON GAS COMPANY	8,000,000.00	8,000,000.00	8,000,000.00	7,529,064.00	41,878.67
Available	12189LAH4-1-132	15-Mar-22	12189LAH4	BURLINGTON NORTHERN SANTA FE L	18,500,000.00	18,500,000.00	18,460,089.08	17,773,431.00	18,808.33
Available	12189TAR5-1-8	15-Aug-30	12189TAR5	BURLINGTON NORTHERN SANTA FE L	5,000,000.00	5,000,000.00	5,444,212.82	6,564,070.00	46,375.00
Available	12189TAZ7-3-148	01-May-37	12189TAZ7	BURLINGTON NORTHERN SANTA FE L	5,000.00	5,000.00	6,031.68	5,699.00	124.71
Available	12189TAZ7-2-148	01-May-37	12189TAZ7	BURLINGTON NORTHERN SANTA FE L	100,000.00	100,000.00	108,275.86	113,979.90	2,494.17
Available	12513EAK0-2-8	15-Jul-44	12513EAK0	CITIGROUP/DEUTSCHE BANK COMMER	4,000,000.00	4,000,000.00	4,269,616.91	4,199,664.00	15,579.53
Available	125509BT5-1-8	15-Feb-42	125509BT5	CIGNA CORPORATION	2,900,000.00	2,900,000.00	2,898,139.10	3,052,629.90	18,185.42
Available	12624XAD0-1-8	10-Mar-46	12624XAD0	COMM MORTGAGE TRUST COMM_13-CR	6,000,000.00	6,000,000.00	6,245,556.32	5,736,192.00	13,437.67
Available	12626PAF0-1-8	15-Oct-33	12626PAF0	CRH AMERICA INC.	1,000,000.00	1,000,000.00	1,099,699.66	986,457.00	28,800.00
Available	126408GH0-1-8	01-Oct-36	126408GH0	CSX CORPORATION	2,500,000.00	2,500,000.00	2,779,139.74	2,802,010.00	73,333.33
Available	126408GK3-1-8	01-May-37	126408GK3	CSX CORPORATION	2,425,000.00	2,425,000.00	2,463,971.05	2,767,635.53	60,483.54
Available	126650BZ2-2-164	01-Dec-22	126650BZ2	CVS CAREMARK CORP	85,000.00	85,000.00	85,858.19	78,501.75	753.19
Available	126650BZ2-1-132	01-Dec-22	126650BZ2	CVS CAREMARK CORP	5,000,000.00	5,000,000.00	4,993,045.12	4,617,750.00	44,305.56
Available	126650BZ2-1-164	01-Dec-22	126650BZ2	CVS CAREMARK CORP	3,825,000.00	3,825,000.00	3,819,990.71	3,532,578.75	33,893.75
Available	12673GAA3-4-8	15-Jul-17	12673GAA3	CA FM LEASE TRUST	3,120,391.08	489,298.30	491,625.93	554,810.45	8,318.07
Available	12673GAA3-3-8	15-Jul-17	12673GAA3	CA FM LEASE TRUST	1,879,608.89	294,735.31	296,137.38	334,197.42	5,010.50
Available	136385AG6-1-8	01-Feb-35	136385AG6	CANADIAN NATURAL RESOURCES LIM	2,000,000.00	2,000,000.00	2,017,348.58	2,144,254.00	18,200.00
Available	136440AL8-1-8	01-Aug-21	136440AL8	CANADIAN PACIFIC RAILWAY COMPA	5,000,000.00	5,000,000.00	6,054,919.78	6,719,415.00	73,500.00
Available	141781AC8-1-588	01-Oct-25	141781AC8	CARGILL INC	280,000.00	280,000.00	318,916.77	360,284.96	10,095.56
Available	141781AC8-1-8	01-Oct-25	141781AC8	CARGILL INC	2,000,000.00	2,000,000.00	2,277,976.90	2,573,464.00	72,111.11
Available	141781AU8-1-70	15-Sep-36	141781AU8	CARGILL INC	4,000,000.00	4,000,000.00	3,990,603.09	4,567,480.00	8,166.67
Available	14912L2M2-1-547	17-Feb-15	14912L2M2	CATERPILLAR FINANCIAL SERVICES CHICAGO ILL MET WTR	500,000.00	500,000.00	496,166.15	529,246.00	2,638.89
Available	167560PL9-1-8	01-Dec-38	167560PL9	RECLAMATIO	2,000,000.00	2,000,000.00	2,071,258.12	2,175,460.00	36,862.22
Available	171232AP6-1-8	29-Mar-67	171232AP6	CHUBB CORPORATION	2,500,000.00	2,500,000.00	2,505,188.58	2,681,250.00	71,718.75
Available	171232AS0-1-8	15-May-38	171232AS0	CHUBB CORPORATION	5,000,000.00	5,000,000.00	4,817,313.02	6,311,575.00	119,166.67
Available	172062AF8-4-146	15-May-28	172062AF8	CINCINNATI FINANCIAL CORPORATI	11,800,000.00	11,800,000.00	9,087,514.48	14,139,538.80	299,405.33
Available	172062AF8-3-146	15-May-28	172062AF8	CINCINNATI FINANCIAL CORPORATI	4,150,000.00	4,150,000.00	3,205,873.45	4,972,803.90	105,299.33
Available	172967BL4-1-8	15-Jun-32	172967BL4	CITIGROUP INC	5,000,000.00	5,000,000.00	4,943,923.39	5,370,315.00	93,854.17
Available	172967BU4-4-8	22-Feb-33	172967BU4	CITIGROUP INC	2,000,000.00	2,000,000.00	1,994,136.67	2,007,520.00	11,423.61
Available	172967BU4-3-8	22-Feb-33	172967BU4	CITIGROUP INC	5,000,000.00	5,000,000.00	4,984,205.41	5,018,800.00	28,559.03
Available	172967DR9-1-8	25-Aug-36	172967DR9	CITIGROUP INC	2,000,000.00	2,000,000.00	2,027,786.37	2,037,850.00	10,888.89
Available	191216AV2-1-8	01-Sep-21	191216AV2	COCA-COLA COMPANY (THE)	4,000,000.00	4,000,000.00	4,126,191.68	4,086,044.00	9,533.33
Available	195869AJ1-4-8	28-Aug-32	195869AJ1	COLONIAL PIPELINE CO.	8,000,000.00	8,000,000.00	8,068,549.91	9,675,984.00	42,404.44
Available	195869AJ1-3-8	28-Aug-32	195869AJ1	COLONIAL PIPELINE CO.	2,000,000.00	2,000,000.00	1,998,677.24	2,418,996.00	10,601.11
Available	199575AT8-6-8	01-Mar-33	199575AT8	COLUMBUS SOUTHERN POWER CO	1,000,000.00	1,000,000.00	1,119,229.04	1,173,639.00	4,766.67
Available	199575AT8-5-8	01-Mar-33	199575AT8	COLUMBUS SOUTHERN POWER CO	4,000,000.00	4,000,000.00	4,353,616.92	4,694,556.00	19,066.67
Available	199575AT8-4-8	01-Mar-33	199575AT8	COLUMBUS SOUTHERN POWER CO	2,000,000.00	2,000,000.00	1,941,087.25	2,347,278.00	9,533.33
Available	202795HK9-1-8	15-Mar-36	202795HK9	COMMONWEALTH EDISON COMPANY	3,000,000.00	3,000,000.00	3,552,445.47	3,472,341.00	5,900.00
Available	205887AX0-1-8	15-Sep-30	205887AX0	CONAGRA FOODS INC	2,671,000.00	2,671,000.00	3,455,273.78	3,397,642.88	7,345.25
Available	207597DV4-1-8	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	5,000,000.00	5,000,000.00	5,347,919.07	6,085,475.00	102,305.56
Available	209111EQ2-1-8	01-Dec-36	209111EQ2	CONSOLIDATED EDISON CO OF NEW	10,000,000.00	10,000,000.00	9,973,597.01	11,445,230.00	183,666.67
Available	224044BR7-1-146	01-Dec-36	224044BR7	COX COMMUNICATIONS INC	1,000,000.00	1,000,000.00	999,290.01	999,681.00	20,783.33
Available	22541S2S6-2-8	15-Nov-37	22541S2S6	CS FIRST BOSTON MORTGAGE SECUR	2,000,000.00	2,000,000.00	2,035,992.79	2,070,130.00	6,975.22

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	23311RAA4-8-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	3,000,000.00	3,000,000.00	3,151,217.08	3,255,042.00	6,750.00
Available	23311RAA4-7-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	3,020,000.00	3,020,000.00	3,171,457.72	3,276,742.28	6,795.00
Available	244199BA2-1-8	03-Mar-31	244199BA2	DEERE & CO	3,000,000.00	3,000,000.00	3,639,479.87	3,913,035.00	14,250.00
Available	25156PAC7-1-8	15-Jun-30	25156PAC7	DEUTSCHE TELEKOM INTERNATIONAL	10,000,000.00	10,000,000.00	12,371,508.30	13,871,780.00	247,916.67
Available	251799AA0-6-8	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	1,000,000.00	1,000,000.00	1,219,977.94	1,304,493.00	35,775.00
Available	251799AA0-5-8	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	2,000,000.00	2,000,000.00	2,105,545.12	2,608,986.00	71,550.00
Available	251799AA0-4-8	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	3,000,000.00	3,000,000.00	2,986,841.78	3,913,479.00	107,325.00
Available	25746UAN9-1-8	15-Mar-33	25746UAN9	DOMINION RESOURCES INC/VA	5,000,000.00	5,000,000.00	5,022,168.07	5,753,745.00	10,500.00
Available	260003AG3-1-8	15-Mar-38	260003AG3	DOVER CORP	3,500,000.00	3,500,000.00	3,493,980.12	4,405,828.00	7,700.00
Available	263534BG3-1-8	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	5,000,000.00	5,000,000.00	5,427,961.35	6,008,355.00	65,000.00
Available	264399ED4-1-8	15-Oct-32	264399ED4	DUKE ENERGY CAROLINAS LLC	3,000,000.00	3,000,000.00	2,985,552.38	3,608,241.00	87,075.00
Available	26439XAC7-1-8	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	2,000,000.00	2,000,000.00	2,509,209.99	2,453,766.00	18,506.94
Available	268648AM4-4-546	01-Dec-13	268648AM4	EMC CORP/ MASSACHUSETTS	500,000.00	500,000.00	512,696.36	818,437.50	2,819.44
Available	268648AM4-3-546	01-Dec-13	268648AM4	EMC CORP/ MASSACHUSETTS	200,000.00	200,000.00	207,067.88	327,375.00	1,127.78
Available	268648AM4-2-546	01-Dec-13	268648AM4	EMC CORP/ MASSACHUSETTS	300,000.00	300,000.00	310,539.60	491,062.50	1,691.67
Available	26874QAB6-5-588	15-Nov-27	26874QAB6	ENSCO PLC	4,570,000.00	4,570,000.00	5,190,212.95	5,354,001.78	120,648.00
Available	26874QAB6-4-588	15-Nov-27	26874QAB6	ENSCO PLC	2,643,000.00	2,643,000.00	3,001,692.09	3,096,417.22	69,775.20
Available	291011AQ7-1-8	15-Aug-32	291011AQ7	EMERSON ELECTRIC CO	1,000,000.00	1,000,000.00	986,374.47	1,172,248.00	7,000.00
Available	292505AD6-4-8	15-Aug-34	292505AD6	ENCANA CORPORATION	2,000,000.00	2,000,000.00	2,118,489.28	2,170,126.00	15,166.67
Available	292505AD6-3-8	15-Aug-34	292505AD6	ENCANA CORPORATION	5,000,000.00	5,000,000.00	5,265,579.90	5,425,315.00	37,916.67
Available	29250RAT3-1-8	15-Sep-40	29250RAT3	ENBRIDGE ENERGY PARTNERS LP	7,000,000.00	7,000,000.00	6,945,367.62	6,834,779.00	12,833.33
Available	29266MAF6-1-8	15-Jul-36	29266MAF6	IBERDROLA INTERNATIONAL BV	6,000,000.00	6,000,000.00	6,630,113.94	6,420,738.00	81,000.00
Available	316773CH1-1-8	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	3,000,000.00	3,000,000.00	2,860,697.09	3,862,953.00	17,875.00
Available	341081EQ6-1-8	01-Apr-34	341081EQ6	FLORIDA POWER AND LIGHT CO	2,000,000.00	2,000,000.00	2,011,379.50	2,292,860.00	55,000.00
Available	349631AN1-4-8	15-Jan-36	349631AN1	BEAM INC	1,000,000.00	1,000,000.00	922,307.60	1,048,832.00	11,750.00
Available	349631AN1-3-8	15-Jan-36	349631AN1	BEAM INC	4,000,000.00	4,000,000.00	3,876,013.29	4,195,328.00	47,000.00
Available	35177PAL1-1-8	01-Mar-31	35177PAL1	ORANGE SA	3,000,000.00	3,000,000.00	3,661,481.23	3,993,126.00	18,958.33
Available	36192BAY3-1-8	10-Jan-45	36192BAY3	GS MORTGAGE SECURITIES CORPORA	2,800,000.00	2,800,000.00	3,011,373.14	2,808,078.00	7,041.38
Available	36804PAF3-1-8	02-Jan-25	36804PAF3	GATX FINANCIAL CORP 2005-1 PAS	1,668,014.00	1,010,385.97	1,008,498.01	1,127,200.73	13,590.95
Available	36962G4B7-2-8	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	4,000,000.00	4,000,000.00	3,941,948.19	4,947,948.00	58,819.44
Available	36962G4B7-1-8	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	1,000,000.00	1,000,000.00	985,487.05	1,236,987.00	14,704.86
Available	36962GXZ2-1-8	15-Mar-32	36962GXZ2	GENERAL ELECTRIC CAPITAL CORP	6,000,000.00	6,000,000.00	5,941,183.56	7,237,992.00	13,500.00
Available	37247DAB2-4-8	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC	7,000,000.00	7,000,000.00	6,999,886.69	7,418,110.00	128,916.67
Available	37247DAB2-3-8	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC	3,000,000.00	3,000,000.00	2,971,329.12	3,179,190.00	55,250.00
Available	377372AE7-2-8	15-May-38	377372AE7	GLAXOSMITHKLINE CAPITAL INC	3,000,000.00	3,000,000.00	3,178,735.99	3,732,534.00	70,125.00
Available	377372AE7-1-8	15-May-38	377372AE7	GLAXOSMITHKLINE CAPITAL INC	3,000,000.00	3,000,000.00	3,177,924.62	3,732,534.00	70,125.00
Available	37855PES7-1-588	01-Oct-24	37855PES7	GLENDALE WIS CMNTY DEV AUTH	7,375,000.00	7,375,000.00	7,375,000.00	7,690,355.00	203,713.89
Available	37855PFR8-1-8	01-Oct-29	37855PFR8	GLENDALE WIS CMNTY DEV AUTH	1,250,000.00	1,250,000.00	1,250,000.00	1,421,850.00	42,594.44
Available	379352AL1-1-8	01-Jun-28	379352AL1	GLOBAL MARINE INC.	2,000,000.00	2,000,000.00	2,173,704.29	2,114,284.00	45,111.11
Available	38141GCU6-4-8	15-Feb-33	38141GCU6	GOLDMAN SACHS GROUP INC/THE	5,000,000.00	5,000,000.00	5,170,160.86	5,500,715.00	35,729.17
Available	38141GCU6-3-8	15-Feb-33	38141GCU6	GOLDMAN SACHS GROUP INC/THE	5,000,000.00	5,000,000.00	5,038,070.46	5,500,715.00	35,729.17
Available	38141GFD1-1-8	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	4,000,000.00	4,000,000.00	4,214,608.19	4,225,476.00	132,000.00
Available	39121JAE0-1-8	01-Jul-38	39121JAE0	GREAT RIVER ENERGY	5,000,000.00	5,000,000.00	5,000,000.00	5,831,990.00	74,700.56
Available	402740AB0-1-8	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	1,000,000.00	1,000,000.00	998,665.22	1,172,230.00	25,103.89
Available	40414LAA7-4-164	30-Jan-18	40414LAA7	HCP INC	2,000,000.00	2,000,000.00	1,480,387.09	2,327,364.00	21,216.67
Available	40414LAA7-1-545	30-Jan-18	40414LAA7	HCP INC	95,000.00	95,000.00	69,440.87	110,549.79	1,007.79
Available	406216AY7-1-8	15-Sep-39	406216AY7	HALLIBURTON COMPANY	7,000,000.00	7,000,000.00	6,965,464.57	9,350,292.00	17,383.33
Available	416515AP9-1-8	01-Oct-41	416515AP9	HARTFORD FINANCIAL SERVICES GR	1,255,000.00	1,255,000.00	1,255,000.00	1,446,850.60	37,426.89
Available	42809HAC1-1-8	15-Jan-40	42809HAC1	HESS CORPORATION	1,000,000.00	1,000,000.00	985,845.84	1,067,276.00	12,000.00
Available	430042AA9-3-588	10-Aug-15	430042AA9	HIGHLAND CAPITAL MORTGAGE TRUS	14,110.55	2,507.84	2,511.49	2,418.56	12.51
Available	459056LD7-1-8	19-Jan-23	459056LD7	INTERNATIONAL BANK FOR RECONST	3,000,000.00	3,000,000.00	3,504,916.63	4,152,930.00	43,208.33

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	459200AG6-1-8	01-Nov-19	459200AG6	INTERNATIONAL BUSINESS MACHINE	5,000,000.00	5,000,000.00	5,280,214.39	6,674,360.00	169,826.39
Available	459200BB6-1-8	29-Nov-32	459200BB6	INTERNATIONAL BUSINESS MACHINE	5,000,000.00	5,000,000.00	5,059,903.58	5,889,185.00	96,284.72
Available	460146CF8-1-8	15-Nov-39	460146CF8	INTERNATIONAL PAPER CO	2,000,000.00	2,000,000.00	2,426,029.15	2,459,764.00	53,533.33
Available	46625YDE0-2-8	12-Jan-37	46625YDE0	JP MORGAN CHASE COMMERCIAL MOR	8,000,000.00	8,000,000.00	8,170,750.46	8,271,256.00	28,305.33
Available	46629YAF6-1-8	12-Jun-47	46629YAF6	JP MORGAN CHASE COMMERCIAL MOR	1,000,000.00	1,000,000.00	1,118,808.44	1,094,428.00	3,947.67
Available	46630VAD4-5-8	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	5,000,000.00	5,000,000.00	5,707,320.67	5,595,620.00	21,287.68
Available	46630VAD4-4-8	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	75,000.00	75,000.00	85,643.74	83,934.30	319.32
Available	46630VAD4-3-8	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	2,160,000.00	2,160,000.00	2,467,741.62	2,417,307.84	9,196.28
Available	46630VAD4-2-8	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	2,420,000.00	2,420,000.00	2,763,530.68	2,708,280.08	10,303.24
Available	46639YAQ0-1-8	15-Apr-46	46639YAQ0	JP MORGAN CHASE COMMERCIAL MOR	16,000,000.00	16,000,000.00	16,463,355.01	15,010,240.00	34,203.29
Available	46639YAU1-1-8	15-Apr-46	46639YAU1	JP MORGAN CHASE COMMERCIAL MOR	5,600,000.00	5,600,000.00	5,762,303.86	5,275,541.60	13,006.93
Available	47232XAA6-1-588	10-Jun-55	47232XAA6	JEFFERIES MILITARY HSG TR XLI	15,000,000.00	15,000,000.00	15,171,719.37	14,888,100.00	47,670.83
Available	478160BA1-2-1822	15-May-41	478160BA1	JOHNSON & JOHNSON	25,000.00	25,000.00	30,570.28	26,780.03	444.58
Available	478160BA1-2-545	15-May-41	478160BA1	JOHNSON & JOHNSON	20,000.00	20,000.00	23,752.72	21,424.02	355.67
Available	478160BA1-1-1805	15-May-41	478160BA1	JOHNSON & JOHNSON	40,000.00	40,000.00	50,269.76	42,848.04	711.33
Available	478160BA1-1-1823	15-May-41	478160BA1	JOHNSON & JOHNSON	30,000.00	30,000.00	36,962.67	32,136.03	533.50
Available	478165AF0-1-8	15-Feb-33	478165AF0	SC JOHNSON & SON INC	3,000,000.00	3,000,000.00	2,944,149.19	3,288,045.00	20,125.00
Available	48258MAA7-4-8	15-Dec-17	48258MAA7	WAL-MART STORES INC	2,904,742.30	1,155,710.40	1,167,388.11	1,339,386.30	27,463.34
Available	48258MAA7-3-8	15-Dec-17	48258MAA7	WAL-MART STORES INC	2,095,254.63	833,639.38	842,062.76	966,128.85	19,809.91
Available	485260BK8-1-588	15-Dec-37	485260BK8	KANSAS GAS AND ELECTRIC COMPAN	4,300,000.00	4,300,000.00	4,055,249.40	5,236,789.40	79,557.17
Available	494368AS2-6-8	01-Jan-28	494368AS2	KIMBERLY-CLARK CORPORATION	1,000,000.00	1,000,000.00	1,041,532.78	1,190,613.00	15,229.17
Available	494368AS2-5-8	01-Jan-28	494368AS2	KIMBERLY-CLARK CORPORATION	4,000,000.00	4,000,000.00	4,049,279.17	4,762,452.00	60,916.67
Available	494368AS2-4-8	01-Jan-28	494368AS2	KIMBERLY-CLARK CORPORATION	5,000,000.00	5,000,000.00	5,048,385.21	5,953,065.00	76,145.83
Available	496902AK3-2-8	01-Sep-41	496902AK3	KINROSS GOLD CORP	10,000,000.00	10,000,000.00	10,501,915.66	8,581,840.00	49,652.78
Available	496902AK3-1-8	01-Sep-41	496902AK3	KINROSS GOLD CORP	10,000,000.00	10,000,000.00	10,166,778.71	8,581,840.00	49,652.78
Available	500472AC9-2-8	11-Mar-38	500472AC9	KONINKLIJKE PHILIPS NV	2,500,000.00	2,500,000.00	2,475,089.43	3,039,232.50	7,638.89
Available	500472AC9-1-8	11-Mar-38	500472AC9	KONINKLIJKE PHILIPS NV	2,500,000.00	2,500,000.00	2,477,958.18	3,039,232.50	7,638.89
Available	50075NAC8-1-8	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	2,000,000.00	2,000,000.00	2,248,447.92	2,304,396.00	52,722.22
Available	50076QAY2-2-148	05-Jun-17	50076QAY2	KRAFT FOODS GROUP INC	6,000,000.00	6,000,000.00	5,991,695.03	6,116,862.00	42,000.00
Available	50177AAE9-2-8	15-Jul-44	50177AAE9	LB COMMERCIAL CONDUIT MORTGAGE	2,000,000.00	2,000,000.00	2,103,144.02	2,252,708.00	5,405.11
Available	548661CJ4-1-8	15-Oct-35	548661CJ4	LOWES COMPANIES INC	2,000,000.00	2,000,000.00	1,969,560.29	2,140,464.00	49,500.00
Available	55616XAC1-1-8	15-Feb-28	55616XAC1	MACYS RETAIL HOLDINGS INC	3,250,000.00	3,250,000.00	3,456,486.40	3,683,598.75	26,541.67
Available	559080AC0-1-8	01-May-37	559080AC0	MAGELLAN MIDSTREAM PARTNERS LP	5,000,000.00	5,000,000.00	4,837,952.38	5,719,225.00	129,777.78
Available	559080AE6-1-148	15-Jul-19	559080AE6	MAGELLAN MIDSTREAM PARTNERS LP	7,640,000.00	7,640,000.00	9,287,217.01	9,115,413.88	100,084.00
Available	565849AB2-1-8	15-Mar-32	565849AB2	MARATHON OIL CORP	5,000,000.00	5,000,000.00	4,877,386.95	5,927,400.00	11,333.33
Available	58013MEC4-1-8	15-Oct-37	58013MEC4	MCDONALDS CORPORATION	2,000,000.00	2,000,000.00	2,230,575.17	2,480,700.00	56,700.00
Available	58013MEF7-1-8	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	4,000,000.00	4,000,000.00	4,202,767.39	4,976,312.00	18,200.00
Available	585055AT3-1-8	15-Mar-40	585055AT3	MEDTRONIC INC	2,000,000.00	2,000,000.00	1,996,096.20	2,235,702.00	3,700.00
Available	59156RAJ7-4-8	15-Jun-34	59156RAJ7	METLIFE INC	3,000,000.00	3,000,000.00	3,234,130.00	3,610,233.00	54,187.50
Available	59156RAJ7-3-8	15-Jun-34	59156RAJ7	METLIFE INC	5,000,000.00	5,000,000.00	5,245,683.88	6,017,055.00	90,312.50
Available	594457BT9-4-8	15-Mar-33	594457BT9	DTE GAS CO	3,000,000.00	3,000,000.00	2,965,874.71	3,212,004.00	5,700.00
Available	594457BT9-3-8	15-Mar-33	594457BT9	DTE GAS CO	1,000,000.00	1,000,000.00	997,062.66	1,070,668.00	1,900.00
Available	594457BU6-1-8	01-Oct-19	594457BU6	DTE GAS CO	5,000,000.00	5,000,000.00	4,989,971.27	5,574,110.00	122,222.22
Available	59562HAJ7-1-8	01-Mar-29	59562HAJ7	MIDAMERICAN FUNDING LLC	5,000,000.00	5,000,000.00	5,464,004.86	6,141,705.00	25,014.17
Available	59562VAM9-1-8	01-Apr-36	59562VAM9	MIDAMERICAN ENERGY HOLDINGS CO	7,000,000.00	7,000,000.00	6,997,641.41	7,891,317.00	209,611.11
Available	61166WAC5-1-8	30-Jul-35	61166WAC5	MONSANTO COMPANY	5,000,000.00	5,000,000.00	4,475,099.42	5,540,770.00	43,541.67
Available	61166WAE1-1-8	15-Aug-25	61166WAE1	MONSANTO COMPANY	5,000,000.00	5,000,000.00	4,982,853.32	5,783,845.00	32,083.33
Available	617446HD4-1-8	01-Apr-32	617446HD4	MORGAN STANLEY	5,000,000.00	5,000,000.00	5,803,056.04	6,126,050.00	177,222.22
Available	617453AV7-4-8	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	1,500,000.00	1,500,000.00	1,468,846.47	1,576,534.50	6,338.53
Available	617453AV7-3-8	15-Oct-42	617453AV7	MORGAN STANLEY CAPITAL I MSC_	1,000,000.00	1,000,000.00	979,230.98	1,051,023.00	4,225.69
Available	61750WAZ6-5-21	15-Dec-43	61750WAZ6	MORGAN STANLEY CAPITAL I MSC_0	3,035,400.00	3,035,400.00	2,961,832.76	2,679,748.25	11,835.87

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	61750WAZ6-4-132	15-Dec-43	61750WAZ6	MORGAN STANLEY CAPITAL I MSC_0	2,000,000.00	2,000,000.00	1,951,527.15	1,765,664.00	7,798.56
Available	61750WAZ6-3-148	15-Dec-43	61750WAZ6	MORGAN STANLEY CAPITAL I MSC_0	6,000,000.00	6,000,000.00	5,879,445.68	5,296,992.00	23,395.67
Available	61750WAZ6-1-54	15-Dec-43	61750WAZ6	MORGAN STANLEY CAPITAL I MSC_0	1,500,000.00	1,500,000.00	1,463,645.37	1,324,248.00	5,848.92
Available	61754JAF5-5-8	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC_0	833,333.33	833,333.33	894,614.07	942,159.16	3,500.05
Available	61754JAF5-4-8	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC_0	4,166,666.67	4,166,666.67	4,228,383.21	4,710,795.84	17,500.26
Available	61754JAF5-3-8	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC_0	166,666.67	166,666.67	178,922.82	188,431.84	700.01
Available	61754JAF5-1-8	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC_0	833,333.33	833,333.33	845,676.64	942,159.16	3,500.05
Available	61756UAF8-2-8	12-Dec-49	61756UAF8	MORGAN STANLEY CAPITAL I MSC_0	4,000,000.00	4,000,000.00	4,712,854.91	4,549,188.00	18,194.77
Available	61757LAF7-3-8	11-Jan-43	61757LAF7	MORGAN STANLEY CAPITAL I MSC_0	7,000,000.00	7,000,000.00	6,651,726.75	7,947,317.00	32,655.60
Available	61762DAW1-1-8	15-May-46	61762DAW1	MORGAN STANLEY BAML TRUST MSBA	8,000,000.00	8,000,000.00	8,230,993.22	7,617,808.00	17,922.67
Available	652482BC3-1-8	15-Mar-33	652482BC3	NEWS AMERICA INC	3,000,000.00	3,000,000.00	3,012,052.34	3,423,321.00	6,550.00
Available	65334HAE2-4-8	10-Mar-35	65334HAE2	NEXEN INC	2,000,000.00	2,000,000.00	1,959,826.23	2,080,382.00	5,548.61
Available	65334HAE2-3-8	10-Mar-35	65334HAE2	NEXEN INC	5,000,000.00	5,000,000.00	5,043,683.71	5,200,955.00	13,871.53
Available	655664AH3-1-8	15-Mar-28	655664AH3	NORDSTROM INC	3,000,000.00	3,000,000.00	3,237,864.87	3,697,818.00	6,950.00
Available	655844AW8-1-8	17-May-25	655844AW8	NORFOLK SOUTHERN CORPORATION	455,000.00	455,000.00	428,382.50	515,262.48	9,184.68
Available	655844BL1-2-8	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION	3,349,141.44	3,349,141.44	3,349,141.44	3,128,500.00	11,342.98
Available	655844BL1-1-8	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION	1,132,858.56	1,132,858.56	1,132,858.56	1,058,225.84	3,836.80
Available	665772CA5-4-8	15-Jul-35	665772CA5	NORTHERN STATES POWER COMPANY	3,000,000.00	3,000,000.00	2,940,981.63	3,278,646.00	31,500.00
Available	665772CA5-3-8	15-Jul-35	665772CA5	NORTHERN STATES POWER COMPANY	5,000,000.00	5,000,000.00	4,991,216.34	5,464,410.00	52,500.00
Available	666807AW2-5-8	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	1,600,000.00	1,600,000.00	1,912,890.04	2,068,966.40	14,466.67
Available	666807AW2-4-8	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	2,000,000.00	2,000,000.00	2,398,936.63	2,586,208.00	18,083.33
Available	666807AW2-3-8	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	5,000,000.00	5,000,000.00	5,805,872.19	6,465,520.00	45,208.33
Available	66765RBR6-1-70	25-Feb-33	66765RBR6	NORTHWEST NATURAL GAS COMPANY	3,000,000.00	3,000,000.00	3,000,000.00	3,235,494.00	54,713.33
Available	66765RBR6-1-8	25-Feb-33	66765RBR6	NORTHWEST NATURAL GAS COMPANY	7,000,000.00	7,000,000.00	7,000,000.00	7,549,486.00	127,664.44
Available	677415CF6-1-8	15-Feb-33	677415CF6	OHIO POWER COMPANY	2,500,000.00	2,500,000.00	2,800,795.28	2,933,460.00	19,250.00
Available	677415CP4-2-148	01-Oct-21	677415CP4	OHIO POWER COMPANY	2,450,000.00	2,450,000.00	2,699,418.89	2,764,016.50	64,380.56
Available	678858BL4-1-8	01-Jun-40	678858BL4	OKLAHOMA GAS AND ELECTRIC COMP	3,000,000.00	3,000,000.00	2,981,268.33	3,435,288.00	56,550.00
Available	682134AC5-1-8	15-Aug-20	682134AC5	OMNICOM GROUP INC.	10,000,000.00	10,000,000.00	9,884,595.92	10,443,310.00	51,916.67
Available	68233DAT4-4-8	01-May-32	68233DAT4	ONCOR ELECTRIC DELIVERY CO LLC	3,000,000.00	3,000,000.00	3,062,753.36	3,715,626.00	85,166.67
Available	68233DAT4-3-8	01-May-32	68233DAT4	ONCOR ELECTRIC DELIVERY CO LLC	2,500,000.00	2,500,000.00	2,439,164.57	3,096,355.00	70,972.22
Available	693627AY7-3-8	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	4,000,000.00	4,000,000.00	3,911,382.49	4,302,800.00	110,160.00
Available	693627AY7-2-8	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	4,000,000.00	4,000,000.00	3,901,626.21	4,302,800.00	110,160.00
Available	693627AY7-1-8	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	2,000,000.00	2,000,000.00	1,998,958.58	2,151,400.00	55,080.00
Available	694308GE1-1-8	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	10,000,000.00	10,000,000.00	9,489,121.01	11,139,400.00	43,694.44
Available	694476AA0-1-588	15-Sep-33	694476AA0	PACIFIC LIFECORP	10,000,000.00	10,000,000.00	11,453,696.04	11,087,440.00	22,000.00
Available	697388AM8-1-588	01-Jun-35	697388AM8	PALO ALTO CALIF WTR REV	10,815,000.00	10,815,000.00	10,849,909.81	11,074,451.85	207,347.58
Available	698525AA0-1-8	31-Jul-29	698525AA0	PANOCH ENERGY CENTER LLC	4,000,000.00	3,581,268.32	3,581,268.32	3,699,822.63	18,492.77
Available	713409AC4-6-8	01-Mar-29	713409AC4	PEPSI BOTTLING GROUP INC	4,000,000.00	4,000,000.00	4,218,338.49	5,081,452.00	20,222.22
Available	713409AC4-5-8	01-Mar-29	713409AC4	PEPSI BOTTLING GROUP INC	3,000,000.00	3,000,000.00	2,832,408.06	3,811,089.00	15,166.67
Available	713409AC4-4-8	01-Mar-29	713409AC4	PEPSI BOTTLING GROUP INC	3,000,000.00	3,000,000.00	2,832,932.09	3,811,089.00	15,166.67
Available	71343PAC5-4-8	15-May-35	71343PAC5	PEPSIAMERICAS INC	2,000,000.00	2,000,000.00	1,989,843.54	2,180,800.00	40,333.33
Available	71343PAC5-3-8	15-May-35	71343PAC5	PEPSIAMERICAS INC	2,000,000.00	2,000,000.00	1,988,585.79	2,180,800.00	40,333.33
Available	717081CY7-1-8	15-Mar-39	717081CY7	PFIZER INC	3,300,000.00	3,300,000.00	3,784,945.94	4,497,863.70	7,920.00
Available	71713UAW2-6-8	01-Dec-28	71713UAW2	PHARMACIA CORPORATION	1,500,000.00	1,500,000.00	1,662,776.50	1,882,795.50	31,900.00
Available	71713UAW2-5-8	01-Dec-28	71713UAW2	PHARMACIA CORPORATION	4,500,000.00	4,500,000.00	4,805,516.95	5,648,386.50	95,700.00
Available	71713UAW2-4-8	01-Dec-28	71713UAW2	PHARMACIA CORPORATION	2,000,000.00	2,000,000.00	2,126,053.58	2,510,394.00	42,533.33
Available	718172AC3-1-8	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	5,000,000.00	5,000,000.00	4,861,101.97	5,957,750.00	115,989.58
Available	72650RAM4-1-8	15-May-36	72650RAM4	PLAINS ALL AMERICAN PIPELINE L	5,000,000.00	5,000,000.00	5,165,321.66	5,966,590.00	122,833.33
Available	73358WEK6-1-8	01-Oct-51	73358WEK6	POTASH CORPORATION OF SASKATCHEWAN	23,500,000.00	23,500,000.00	23,500,000.00	22,316,070.00	565,942.67
Available	73755LAD9-1-8	01-Dec-36	73755LAD9	POTASH CORPORATION OF SASKATCHEWAN	5,000,000.00	5,000,000.00	4,965,104.31	5,435,610.00	94,652.78
Available	73755LAF4-1-148	15-May-19	73755LAF4	POTASH CORPORATION OF SASKATCHEWAN	1,000,000.00	1,000,000.00	1,114,626.16	1,182,573.00	23,833.33

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	740816AD5-1-8	01-Oct-38	740816AD5	PRESIDENT & FELLOWS OF HARVARD	2,000,000.00	2,000,000.00	2,726,964.84	2,299,934.00	55,000.00
Available	74251VAA0-1-8	15-Oct-36	74251VAA0	PRINCIPAL FINANCIAL GROUP INC	8,000,000.00	8,000,000.00	8,163,054.42	9,223,368.00	217,800.00
Available	742718DF3-1-8	05-Mar-37	742718DF3	PROCTER & GAMBLE COMPANY	10,000,000.00	10,000,000.00	9,938,682.61	11,635,430.00	33,916.67
Available	743263AG0-1-8	30-Oct-31	743263AG0	PROGRESS ENERGY INC	5,000,000.00	5,000,000.00	5,080,307.35	6,031,975.00	142,916.67
Available	743315AM5-2-8	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)	4,220,000.00	4,220,000.00	2,433,149.71	4,515,400.00	78,538.89
Available	743315AM5-1-8	15-Jun-37	743315AM5	PROGRESSIVE CORPORATION (THE)	6,000,000.00	6,000,000.00	3,611,552.75	6,420,000.00	111,666.67
Available	748148QR7-4-8	15-Sep-29	748148QR7	QUEBEC (PROVINCE OF)	5,000,000.00	5,000,000.00	5,714,362.84	6,737,815.00	12,500.00
Available	748148QR7-3-8	15-Sep-29	748148QR7	QUEBEC (PROVINCE OF)	5,000,000.00	5,000,000.00	5,496,751.50	6,737,815.00	12,500.00
Available	74834LAQ3-1-8	30-Jan-40	74834LAQ3	QUEST DIAGNOSTICS INCORPORATED	5,000,000.00	5,000,000.00	4,869,272.23	4,951,535.00	45,520.83
Available	760759AP5-1-148	01-Jun-22	760759AP5	REPUBLIC SERVICES INC	10,000,000.00	10,000,000.00	10,477,545.68	9,742,480.00	114,388.89
Available	780097AM3-1-8	03-Jul-18	780097AM3	ROYAL BANK OF SCOTLAND GROUP P	5,000,000.00	5,000,000.00	4,753,391.72	5,063,180.00	54,833.33
Available	780641AH9-1-8	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	5,000,000.00	5,000,000.00	6,285,505.67	6,397,985.00	204,722.22
Available	822582AD4-3-8	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	8,000,000.00	8,000,000.00	9,195,298.62	9,991,504.00	144,500.00
Available	822582AD4-2-8	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	5,000,000.00	5,000,000.00	5,668,974.17	6,244,690.00	90,312.50
Available	822582AD4-1-8	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	5,000,000.00	5,000,000.00	4,974,544.64	6,244,690.00	90,312.50
Available	842400EV1-4-148	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	2,000,000.00	2,000,000.00	2,179,067.15	2,320,422.00	56,222.22
Available	84603MXU5-1-8	30-May-18	84603MXU5	SOVEREIGN BANK	5,000,000.00	5,000,000.00	5,209,093.48	5,965,460.00	142,187.50
Available	84755TAC1-1-8	15-Sep-38	84755TAC1	SPECTRA ENERGY CAPITAL LLC	4,000,000.00	4,000,000.00	3,993,091.97	4,770,104.00	10,000.00
Available	872287AC1-1-8	01-Aug-15	872287AC1	TCI COMMUNICATIONS INC	5,000,000.00	5,000,000.00	5,146,951.32	5,703,055.00	68,055.56
Available	87425EAJ2-4-8	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.	3,000,000.00	3,000,000.00	2,761,368.50	2,935,590.00	27,300.00
Available	87425EAJ2-3-8	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.	2,000,000.00	2,000,000.00	1,989,486.77	1,957,060.00	18,200.00
Available	87612EAF3-4-8	15-Jul-31	87612EAF3	TARGET CORPORATION	5,000,000.00	5,000,000.00	5,598,686.80	6,221,765.00	70,000.00
Available	87612EAF3-3-8	15-Jul-31	87612EAF3	TARGET CORPORATION	5,000,000.00	5,000,000.00	5,065,459.07	6,221,765.00	70,000.00
Available	878742AS4-1-8	15-Aug-40	878742AS4	TECK RESOURCES LTD	3,000,000.00	3,000,000.00	2,994,599.74	2,788,212.00	21,000.00
Available	879385AD4-1-8	15-Sep-30	879385AD4	TELEFONICA EUROPE BV	2,000,000.00	2,000,000.00	2,403,803.04	2,362,810.00	5,500.00
Available	88163VAD1-2-8	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	5,000,000.00	5,000,000.00	5,544,605.07	5,774,020.00	47,833.33
Available	88163VAD1-1-8	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	3,000,000.00	3,000,000.00	2,947,882.19	3,464,412.00	28,700.00
Available	88579EAC9-1-8	15-Mar-37	88579EAC9	3M CO	5,000,000.00	5,000,000.00	4,980,667.60	5,822,330.00	9,500.00
Available	887317AC9-1-21	15-Nov-16	887317AC9	TIME WARNER INC	4,527,000.00	4,527,000.00	5,132,850.19	5,126,365.75	97,519.13
Available	88732JAN8-2-8	01-Jul-38	88732JAN8	TIME WARNER CABLE INC	6,000,000.00	6,000,000.00	6,111,220.72	6,039,012.00	104,633.33
Available	88732JAN8-1-8	01-Jul-38	88732JAN8	TIME WARNER CABLE INC	4,000,000.00	4,000,000.00	3,988,461.87	4,026,008.00	69,755.56
Available	89346DAE7-2-8	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	750,000.00	750,000.00	742,589.87	725,040.75	1,625.00
Available	89346DAE7-1-8	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	2,250,000.00	2,250,000.00	2,220,831.16	2,175,122.25	4,875.00
Available	893830AF6-1-8	15-Apr-31	893830AF6	TRANSOCEAN INC	5,000,000.00	5,000,000.00	5,340,348.63	5,618,890.00	168,750.00
Available	89420GAE9-1-8	15-Mar-33	89420GAE9	TRAVELERS PROPERTY CASUALTY CO	4,000,000.00	4,000,000.00	3,728,674.92	4,916,968.00	8,500.00
Available	89837LAB1-1-8	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	4,050,000.00	4,050,000.00	5,674,597.22	4,735,288.35	16,672.50
Available	90349GBF1-1-8	10-Apr-46	90349GBF1	UBS BARCLAYS COMMERCIAL MORTGA	9,000,000.00	9,000,000.00	9,424,015.54	8,671,545.00	21,087.95
Available	906548CD2-1-8	01-Feb-20	906548CD2	UNION ELECTRIC CO	4,000,000.00	4,000,000.00	3,973,572.90	4,304,440.00	31,111.11
Available	907818DG0-2-132	01-Feb-21	907818DG0	UNION PACIFIC CORPORATION	1,000,000.00	1,000,000.00	1,057,703.07	1,058,425.00	6,222.22
Available	911308AB0-1-8	01-Apr-30	911308AB0	UNITED PARCEL SERVICE OF AMERI	10,000,000.00	10,000,000.00	12,013,560.98	13,508,100.00	409,444.44
Available	913017AS8-1-8	01-Mar-21	913017AS8	UNITED TECHNOLOGIES CORPORATIO	2,545,000.00	2,545,000.00	2,969,307.16	3,406,581.76	16,082.99
Available	913017BV0-3-545	01-Jun-22	913017BV0	UNITED TECHNOLOGIES CORPORATIO	15,000.00	15,000.00	15,519.83	14,727.77	149.83
Available	913017BV0-2-545	01-Jun-22	913017BV0	UNITED TECHNOLOGIES CORPORATIO	5,000.00	5,000.00	5,198.52	4,909.26	49.94
Available	913017BV0-1-545	01-Jun-22	913017BV0	UNITED TECHNOLOGIES CORPORATIO	20,000.00	20,000.00	19,985.83	19,637.02	199.78
Available	91324PAR3-1-8	15-Mar-36	91324PAR3	UNITEDHEALTH GROUP INCORPORATE	4,000,000.00	4,000,000.00	3,974,560.18	4,422,012.00	7,733.33
Available	91911TAH6-6-8	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	3,000,000.00	3,000,000.00	3,092,860.75	3,088,995.00	72,187.50
Available	91911TAH6-5-8	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	5,000,000.00	5,000,000.00	5,042,831.86	5,148,325.00	120,312.50
Available	91911TAH6-4-8	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	3,000,000.00	3,000,000.00	2,957,965.54	3,088,995.00	72,187.50
Available	91913YAE0-6-8	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	3,000,000.00	3,000,000.00	3,302,624.58	3,509,736.00	101,250.00
Available	91913YAE0-5-8	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	2,000,000.00	2,000,000.00	1,993,729.26	2,339,824.00	67,500.00
Available	91913YAE0-4-8	15-Apr-32	91913YAE0	VALERO ENERGY CORPORATION	3,000,000.00	3,000,000.00	2,978,183.44	3,509,736.00	101,250.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	92344GAM8-6-8	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	2,000,000.00	2,000,000.00	2,245,024.90	2,464,610.00	49,944.44
Available	92344GAM8-5-8	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	3,000,000.00	3,000,000.00	3,314,880.77	3,696,915.00	74,916.67
Available	92344GAM8-4-8	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	2,000,000.00	2,000,000.00	2,209,062.02	2,464,610.00	49,944.44
Available	92344GAX4-4-8	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	1,000,000.00	1,000,000.00	971,117.67	1,040,141.00	1,950.00
Available	92344GAX4-3-8	15-Sep-35	92344GAX4	VERIZON COMMUNICATIONS INC	2,000,000.00	2,000,000.00	1,987,476.38	2,080,282.00	3,900.00
Available	925524AH3-1-8	30-Jul-30	925524AH3	CBS CORP	5,000,000.00	5,000,000.00	5,838,829.71	6,061,160.00	62,343.75
Available	927804FB5-1-8	15-May-37	927804FB5	VIRGINIA ELECTRIC AND POWER CO	3,000,000.00	3,000,000.00	2,992,216.14	3,547,056.00	66,000.00
Available	92929QAQ0-1-8	01-Aug-26	92929QAQ0	WASTE MANAGEMENT INC	5,100,000.00	5,100,000.00	5,457,393.53	6,262,101.30	56,326.67
Available	92933WAB4-1-8	02-Sep-19	92933WAB4	WEA FINANCE LLC/WT FINANCE AUS	3,000,000.00	3,000,000.00	2,973,473.69	3,568,092.00	14,062.50
Available	92976GAG6-1-8	01-Feb-37	92976GAG6	WACHOVIA BANK NA	2,000,000.00	2,000,000.00	2,051,861.21	2,240,818.00	18,200.00
Available	931142BF9-1-8	15-Feb-30	931142BF9	WAL-MART STORES INC	10,000,000.00	10,000,000.00	11,372,292.04	13,433,640.00	88,083.33
Available	931422AJ8-3-148	15-Sep-17	931422AJ8	WALGREEN CO	9,100,000.00	9,100,000.00	9,084,693.13	9,134,252.40	5,460.00
Available	931422AJ8-2-148	15-Sep-17	931422AJ8	WALGREEN CO	80,000.00	80,000.00	80,351.09	80,301.12	48.00
Available	931422AJ8-1-148	15-Sep-17	931422AJ8	WALGREEN CO	165,000.00	165,000.00	164,722.46	165,621.06	99.00
Available	94106LAW9-3-148	30-Jun-20	94106LAW9	WASTE MANAGEMENT INC	3,000,000.00	3,000,000.00	3,383,609.64	3,251,133.00	34,437.50
Available	947075AB3-4-8	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	3,000,000.00	3,000,000.00	3,098,417.01	3,016,839.00	30,333.33
Available	947075AB3-3-8	01-Aug-36	947075AB3	WEATHERFORD INTERNATIONAL LTD	4,000,000.00	4,000,000.00	3,992,445.16	4,022,452.00	40,444.44
Available	94973VAH0-1-8	15-Dec-34	94973VAH0	WELLPOINT INC	5,000,000.00	5,000,000.00	4,988,130.11	5,517,700.00	84,291.67
Available	94988HAE1-1-8	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	2,110,000.00	2,110,000.00	2,221,267.56	2,055,454.39	5,393.04
Available	96218PAQ3-2-70	16-Dec-13	96218PAQ3	WEYERHAEUSER REAL ESTATE COMPA	2,000,000.00	2,000,000.00	2,000,000.00	2,012,652.00	34,452.22
Available	969457BB5-3-8	15-Jan-31	969457BB5	WILLIAMS COS INC	3,000,000.00	3,000,000.00	3,129,292.31	3,317,745.00	45,000.00
Available	969457BB5-2-8	15-Jan-31	969457BB5	WILLIAMS COS INC	3,333,000.00	3,333,000.00	3,476,643.75	3,686,014.70	49,995.00
Available	969457BM1-3-21	15-Mar-32	969457BM1	WILLIAMS COS INC	4,349,000.00	4,349,000.00	5,191,462.45	5,299,995.83	12,684.58
Available	988498AC5-2-148	15-Mar-18	988498AC5	YUM! BRANDS INC.	5,930,000.00	5,930,000.00	6,919,656.15	6,861,727.53	12,354.17
Available	18959-1		18959	QUINCY GRANITE PLACE		6,868,125.97	6,898,344.19	7,080,351.06	
Available	18919-1		18919	PEBBLE CREEK APARTMENTS		6,078,397.19	6,102,820.14	6,229,141.44	
Available	19125-1		19125	WALGREENS		5,119,264.03	5,143,792.17	4,429,187.24	
Available	18931-1		18931	STANDARD SALES COMPANY BULDIN		5,199,309.34	5,222,955.33	5,894,457.00	
Available	18930-1		18930	GREEN VALLEY RANCH		4,315,559.33	4,332,853.54	4,772,145.50	
Available	18921-1		18921	SAND CANYON MEDICAL		3,776,087.30	3,776,087.30	4,111,026.25	
Available	18998-1		18998	921 WALNUT STREET		3,491,661.31	3,506,806.23	3,590,824.49	
Available	18983-1		18983	HARTLAND PLAZA		3,404,821.66	3,404,821.66	3,472,237.13	
Available	19092-1		19092	WALNUT GARDENS		3,119,053.47	3,133,644.89	2,884,500.65	
Available	18958-1		18958	HIGH PROPERTIES PORTFOLIO		3,465,556.64	3,479,258.92	3,706,412.83	
Available	18938-1		18938	160 WILBUR PLACE		2,270,006.73	2,280,377.73	2,217,796.58	
Available	18918-1		18918	TRIUM I APARTMENTS		2,186,470.91	2,194,954.84	2,424,358.95	
Available	19021-1		19021	PAVILION SHOPPING CENTER		2,096,933.97	2,105,588.14	2,193,812.32	
Available	19000-1		19000	AUDIFRED BUILDING		1,696,965.68	1,704,089.79	1,762,977.65	
Available	19016-1		19016	EVERGREEN MEDICAL CENTER		1,624,653.66	1,631,783.77	1,678,754.62	
Unavail. - Replaced w/ Cash	430042AA9-4-588	10-Aug-15	430042AA9	HIGHLAND CAPITAL MORTGAGE TRUS				0.01	
Unavail. - Replaced w/ Cash	07388VAE8-9-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				5,579,775.00	
Unavail. - Replaced w/ Cash	07388VAE8-8-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				1,115,955.00	
Unavail. - Replaced w/ Cash	07388VAE8-7-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				2,231,910.00	
Unavail. - Replaced w/ Cash	07388VAE8-2-132	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				3,347,865.00	
Unavail. - Replaced w/ Cash	929766C35-2-132	15-Mar-42	929766C35	WACHOVIA BANK COMMERCIAL MORTG				2,602,917.50	
Unavail. - Replaced w/ Cash	929766C35-3-148	15-Mar-42	929766C35	WACHOVIA BANK COMMERCIAL MORTG				3,123,501.00	
Unavail. - Replaced w/ Cash	71644EAJ1-1-21	15-May-38	71644EAJ1	PETRO-CANADA				11,265,503.25	
Unavail. - Replaced w/ Cash	172062AF8-2-21	15-May-28	172062AF8	CINCINNATI FINANCIAL CORPORATI				9,825,781.20	
Unavail. - Replaced w/ Cash	40414LAA7-8-148	30-Jan-18	40414LAA7	HCP INC				5,818,410.00	
Unavail. - Replaced w/ Cash	40414LAA7-1-21	30-Jan-18	40414LAA7	HCP INC				4,282,349.76	
Unavail. - Replaced w/ Cash	40414LAA7-3-21	30-Jan-18	40414LAA7	HCP INC				4,072,887.00	

Annex H (Closed Block Financing Assets)

ALAC - PLIC-USA Non-Closed Block/AmerUs

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Unavail. - Replaced w/ Cash	172062AF8-1-21	15-May-28	172062AF8	CINCINNATI FINANCIAL CORPORATI				3,594,798.00	
Unavail. - Replaced w/ Cash	40414LAA7-2-21	30-Jan-18	40414LAA7	HCP INC				3,491,046.00	
Unavail. - Replaced w/ Cash	40414LAA7-2-132	30-Jan-18	40414LAA7	HCP INC				1,745,523.00	
Unavail. - Replaced w/ Cash	46625YA37-1-8	12-Dec-44	46625YA37	JP MORGAN CHASE COMMERCIAL MOR				1,435,326.00	
Unavail. - Replaced w/ Cash	40414LAA7-1-132	30-Jan-18	40414LAA7	HCP INC				581,841.00	
Unavail. - Replaced w/ Cash	316773CH1-2-588	01-Mar-38	316773CH1	FIFTH THIRD BANCORP				360,542.28	
Unavail. - Replaced w/ Cash	40414LAA7-1-39	30-Jan-18	40414LAA7	HCP INC				46,547.28	
Unavail. - Replaced w/ Cash	37247DAB2-4-146	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC				2,119,460.00	
Unavail. - Replaced w/ Cash	37247DAB2-3-146	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC				5,298,650.00	
Unavail. - Replaced w/ Cash	655844BL1-2-534	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION				104,897.53	
Unavail. - Replaced w/ Cash	REPACED SECURITIES			REPACED SECURITIES				(72,045,485.81)	
Cash	Cash	Cash	Cash	Cash				72,045,485.81	

Annex I

Policy List

[See attached.]

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0001921280	0002382770	0002533000	0002680180	0002765040	0003076370	0003151030	0003205410
0001934320	0002383290	0002538500	0002681070	0002766220	0003077220	0003152290	0003205620
0001938820	0002383320	0002541460	0002683970	0002766570	0003077920	0003153200	0003209200
0001948910	0002388430	0002541470	0002684340	0002766760	0003081520	0003153290	0003209620
0001974240	0002392760	0002541540	0002687810	0002766820	0003081600	0003153430	0003211870
0001978080	0002401270	0002545330	0002688040	0002767140	0003082600	0003154410	0003212630
0001984500	0002401650	0002546740	0002688800	0002767680	0003082810	0003155530	0003213980
0002008230	0002410830	0002548720	0002689300	0002770850	0003085140	0003156980	0003214560
0002018160	0002412180	0002552460	0002691220	0002771190	0003085640	0003158170	0003215330
0002023930	0002414440	0002556250	0002692210	0002771650	0003085660	0003158370	0003216830
0002038950	0002415500	0002558600	0002696200	0002771720	0003087850	0003159210	0003218450
0002049020	0002420480	0002561510	0002696270	0002771750	0003087920	0003160390	0003218580
0002066970	0002426790	0002562500	0002697110	0002771760	0003090390	0003160470	0003219770
0002069380	0002431220	0002566430	0002697150	0002771990	0003090540	0003160960	0003220050
0002075640	0002433850	0002570920	0002697570	0002772130	0003094180	0003161110	0003220890
0002079280	0002436210	0002572170	0002698240	0002772340	0003094420	0003161310	0003221640
0002114470	0002437520	0002574050	0002698750	0002772490	0003094600	0003163470	0003223470
0002117640	0002439160	0002581850	0002698880	0002772520	0003096530	0003163670	0003223590
0002117650	0002442690	0002583690	0002702780	0002772540	0003096610	0003163940	0003224110
0002119000	0002448390	0002590370	0002704220	0002772550	0003097120	0003164350	0003228020
0002129390	0002449330	0002592620	0002706040	0002772600	0003098360	0003165110	0003228750
0002136550	0002450680	0002596210	0002707680	0002772720	0003098480	0003165700	0003230490
0002144050	0002451250	0002598400	0002707760	0002772750	0003100740	0003166830	0003232800
0002145020	0002451780	0002599510	0002709250	0002772760	0003102220	0003167250	0003232830
0002154300	0002452760	0002603180	0002710790	0003000290	0003107530	0003168950	0003232870
0002157860	0002453560	0002603200	0002713980	0003000460	0003109890	0003172790	0003232970
0002158820	0002454030	0002606270	0002714790	0003002540	0003110250	0003174540	0003233000
0002170920	0002456160	0002606660	0002721750	0003004020	0003110760	0003175630	0003233010
0002186770	0002457750	0002606800	0002722420	0003004060	0003113550	0003176900	0003233060
0002187050	0002458260	0002608970	0002729640	0003004350	0003114230	0003177520	0003234110
0002199920	0002459220	0002611170	0002730550	0003009250	0003114490	0003177690	0003234890
0002201250	0002459280	0002614200	0002731120	0003013970	0003114540	0003177980	0003235630
0002206280	0002461420	0002614210	0002731360	0003014510	0003115490	0003178380	0003236280
0002208150	0002461690	0002615190	0002731870	0003014960	0003116140	0003178930	0003236730
0002214660	0002462140	0002616050	0002735590	0003016870	0003116800	0003180740	0003237750
0002218180	0002462160	0002618580	0002749550	0003018940	0003117500	0003181820	0003239760
0002218220	0002466150	0002619690	0002750890	0003025010	0003124220	0003183240	0003239990
0002222360	0002467110	0002624270	0002754370	0003033180	0003127050	0003183770	0003240510
0002226190	0002470160	0002624840	0002755390	0003036230	0003127060	0003184840	0003240560
0002233070	0002471360	0002629540	0002755670	0003036920	0003127580	0003185530	0003241110
0002233510	0002472100	0002631000	0002756430	0003036940	0003127590	0003185880	0003241460
0002237400	0002472970	0002634510	0002756740	0003037350	0003128590	0003186190	0003241530
0002242740	0002473160	0002636410	0002756960	0003038230	0003129120	0003189250	0003242020
0002245930	0002476710	0002636950	0002757170	0003038280	0003129150	0003190590	0003243490
0002251660	0002477020	0002637220	0002757500	0003040290	0003129160	0003190620	0003243740
0002259920	0002478430	0002643520	0002757990	0003041120	0003129330	0003192250	0003244260
0002262250	0002479280	0002647680	0002758020	0003045050	0003131310	0003197590	0003244600
0002262840	0002482370	0002647920	0002758040	0003046250	0003131950	0003197610	0003245000
0002264720	0002485250	0002653340	0002758670	0003046730	0003132190	0003198140	0003245260
0002272340	0002486750	0002660160	0002758820	0003050140	0003132720	0003198850	0003246320
0002273680	0002491470	0002665280	0002758830	0003050920	0003133810	0003198960	0003246400
0002295510	0002494210	0002666210	0002758930	0003052370	0003138720	0003199280	0003246650
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0006375990	0006390230	0006403720	0006416340	0006427390	0006441300	0006454090	0006468810
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0009123570	0009138360	0009151500	0009166250	0009178020	0009190640	0009201260	0009215520
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0009230790	0009244450	0009260950	0009274610	0009288610	0009304960	0009318190	0009329970
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0009446230	0009456340	0009467410	0009478320	0009487110	0009499810	0009510310	0009523070
0009446590	0009456380	0009467420	0009478360	0009487160	0009499990	0009510390	0009523170
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0009446800	0009457480	0009467680	0009478550	0009487710	0009500940	0009510730	0009523610
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0009447060	0009457720	0009468350	0009478970	0009488130	0009501220	0009511180	0009523960
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0009447880	0009458510	0009469600	0009479820	0009488950	0009502550	0009512870	0009524710
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0009448200	0009458830	0009470000	0009479970	0009489530	0009502690	0009513210	0009525640
0009448370	0009458870	0009470170	0009480140	0009490030	0009502790	0009513250	0009525660
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0009449120	0009460300	0009470760	0009480970	0009491840	0009503320	0009513680	0009527410
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0009449820	0009461720	0009471810	0009481430	0009492780	0009504010	0009514980	0009528600
0009449840	0009461740	0009471900	0009481580	0009493110	0009504480	0009515390	0009528930
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0009449970	0009461920	0009472410	0009481940	0009493660	0009504590	0009515880	0009529280
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0009454690	0009466040	0009477950	0009486260	0009498420	0009509900	0009521720	0009535240
0009455140	0009466360	0009478020	0009486340	0009498550	0009509940	0009521770	0009535420
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0009548630	0009561750	0009572980	0009584590	0009599270	0009612210	0009622590	0009633020
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0009633880	0009647870	0009658490	0009669440	0009684010	0009694000	0009703920	0009717080
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0009634140	0009648330	0009659280	0009670310	0009684250	0009694420	0009704230	0009717570
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0009647570	0009658250	0009668660	0009683400	0009693370	0009703720	0009716390	0009730600
0009647690	0009658390	0009669260	0009683520	0009693480	0009703870	0009716460	0009730660
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0010058900	0010073490	0010085000	0010094020	0010105890	0010117100	0010126830	0010137680
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0010137720	0010150830	0010162270	0010173440	0010184180	0010195450	0010205560	0010216720
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0010138730	0010151940	0010163580	0010174130	0010184630	0010196120	0010205940	0010217360
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0010140550	0010153030	0010164780	0010175040	0010185390	0010196600	0010207370	0010218550
0010140810	0010153510	0010164900	0010175080	0010185490	0010196610	0010207730	0010218570
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0010144080	0010156380	0010167680	0010178560	0010189830	0010199620	0010210720	0010221720
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0010229070	0010240450	0010251520	0010265720	0010277270	0010290700	0010300940	0010311430
0010229090	0010240630	0010251530	0010265840	0010277300	0010290860	0010301120	0010311460
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0010322310	0010333010	0010345720	0010355740	0010369050	0010382620	0010394210	0010410570
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0010331420	0010344020	0010354310	0010367550	0010380450	0010393100	0010407630	0010419820
0010331450	0010344030	0010354330	0010367830	0010380660	0010393150	0010407740	0010420170
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0010333000	0010345460	0010355290	0010369000	0010382420	0010393730	0010410490	0010421310

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0010421410	0010432850	0010447100	0010458810	0010470840	0010481880	0010493730	0010506310
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0010521450	0010534300	0010550000	0010563270	0010577060	0010589560	0010602870	0010615870
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0010628270	0010640450	0010651290	0010664120	0010676140	0010689130	0010699060	0010712640
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0010629140	0010641210	0010652300	0010664690	0010676890	0010689550	0010699580	0010714100
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0010639310	0010649870	0010663210	0010674930	0010687320	0010697750	0010710960	0010726220
0010639470	0010650090	0010663250	0010675260	0010687450	0010697780	0010710970	0010726380
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0010640300	0010651220	0010663970	0010675800	0010687990	0010698930	0010712310	0010727580
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0010727980	0010741930	0010752920	0010769000	0010781660	0010796110	0010808190	0010820800
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0010729620	0010743290	0010755140	0010770090	0010783310	0010797650	0010809420	0010821990
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0010831300	0010842780	0010856950	0010867890	0010877450	0010891240	0010901270	0010914150
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0010831690	0010843300	0010857380	0010868240	0010878340	0010891790	0010901460	0010914440
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0010831960	0010843570	0010857720	0010868880	0010878580	0010892090	0010902040	0010914620
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0010832020	0010844190	0010857870	0010869020	0010879420	0010892230	0010902330	0010914800
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0010928490	0010943870	0010958020	0010968810	0010977820	0010987820	0012012680	0012027520
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0012043580	0012056100	0012067480	0012079840	0012092280	0012103950	0012117950	0012133380
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0012053170	0012063860	0012076750	0012090530	0012102420	0012115910	0012131450	0012146470
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0012053480	0012064700	0012077250	0012090730	0012102630	0012116120	0012131620	0012147170
0012053530	0012064770	0012077610	0012090880	0012102680	0012116140	0012131760	0012147230
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0012148190	0012162360	0012173940	0012186830	0012200230	0012214240	0012227520	0012242850
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0012254080	0012267890	0012284910	0012298730	0012313490	0012331020	0012342800	0012362370
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0012375340	0012390380	0012405200	0012418100	0012431390	0012444590	0012457360	0012471590
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0012380090	0012395330	0012410280	0012423760	0012435950	0012450760	0012462890	0012478020
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0012381700	0012395800	0012410760	0012424130	0012436060	0012450850	0012464020	0012478770
0012382000	0012395910	0012410780	0012424140	0012436550	0012451060	0012464100	0012478790
0012382330	0012396760	0012410820	0012424240	0012436860	0012451250	0012464210	0012480060
0012382400	0012397240	0012410870	0012424530	0012436880	0012451380	0012464340	0012480080
0012382410	0012397460	0012410900	0012424740	0012436900	0012451460	0012464760	0012480240
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0012384180	0012398750	0012412330	0012425230	0012438210	0012453110	0012465150	0012481130
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0012385020	0012399990	0012413790	0012426460	0012438910	0012454310	0012466430	0012482090
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0012386870	0012400240	0012414560	0012427150	0012439110	0012454960	0012467160	0012482280
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0012387220	0012400270	0012415610	0012428090	0012439520	0012455150	0012467770	0012483780
0012387660	0012400600	0012415800	0012428110	0012439960	0012455250	0012468080	0012484010
0012387820	0012400690	0012416070	0012428140	0012440590	0012455350	0012468310	0012484280
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0012387910	0012400860	0012416300	0012428530	0012441400	0012455660	0012468820	0012484550
0012388000	0012401360	0012416360	0012428600	0012441530	0012455800	0012468990	0012484590
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0012388250	0012401780	0012416870	0012429250	0012441770	0012456170	0012469050	0012484720
0012388260	0012402520	0012417020	0012429370	0012442040	0012456190	0012469590	0012484790
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0012388450	0012403860	0012417080	0012430000	0012442300	0012456440	0012469760	0012485520
0012388720	0012404000	0012417540	0012430040	0012442500	0012456590	0012469980	0012485550
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0012389600	0012404340	0012417730	0012430990	0012443520	0012456980	0012470660	0012486290
0012389920	0012404560	0012417750	0012431050	0012443690	0012457190	0012471120	0012486860
0012390030	0012404990	0012418020	0012431120	0012443950	0012457300	0012471550	0012487180

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0012487250	0012501580	0012523750	0012540270	0012555790	0012570920	0012587630	0012604780
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0012487770	0012501940	0012524270	0012540730	0012555940	0012572300	0012587680	0012605160
0012487780	0012502690	0012524350	0012541430	0012556030	0012572660	0012587740	0012605820
0012487850	0012502870	0012524750	0012541730	0012556630	0012572830	0012588410	0012606230
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0012488300	0012503520	0012525400	0012541780	0012557380	0012573530	0012588610	0012606660
0012488520	0012503630	0012525450	0012541850	0012557590	0012573540	0012589490	0012607610
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0012489020	0012504440	0012526880	0012542990	0012558300	0012575770	0012590530	0012608500
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0012489210	0012504480	0012527780	0012543930	0012558640	0012576020	0012591440	0012609840
0012489390	0012504630	0012527830	0012544050	0012558710	0012576190	0012591480	0012609950
0012489520	0012505160	0012528050	0012544150	0012558820	0012576380	0012591740	0012610120
0012489640	0012505530	0012528060	0012544170	0012559110	0012576420	0012592170	0012610290
0012489750	0012505670	0012528070	0012544290	0012559860	0012576430	0012592200	0012610800
0012489850	0012505690	0012528120	0012544660	0012560470	0012576450	0012592480	0012611170
0012490240	0012506270	0012528130	0012545300	0012560720	0012577000	0012593060	0012611290
0012490310	0012506450	0012529220	0012545610	0012561160	0012577010	0012593530	0012611370
0012490420	0012506470	0012529330	0012545750	0012561410	0012577060	0012593750	0012611380
0012490440	0012506510	0012529600	0012546920	0012561660	0012577500	0012593890	0012611770
0012490800	0012506720	0012530350	0012547080	0012562050	0012578100	0012593960	0012612490
0012491120	0012506740	0012530500	0012547140	0012562280	0012578120	0012594170	0012612570
0012491560	0012507460	0012530900	0012547870	0012562320	0012578180	0012594220	0012612820
0012492070	0012507720	0012531580	0012548050	0012562390	0012578320	0012594630	0012614930
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0012496190	0012509770	0012534470	0012550890	0012565830	0012581690	0012599500	0012617610
0012496440	0012510100	0012534480	0012551010	0012566060	0012581840	0012600090	0012617690
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0012496920	0012511650	0012535790	0012551450	0012566470	0012583320	0012601210	0012618370
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0012497440	0012520040	0012536060	0012552000	0012567300	0012583640	0012601480	0012618730
0012498230	0012520130	0012536220	0012552080	0012567440	0012583660	0012601640	0012618780
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0012498390	0012520550	0012536980	0012552590	0012568120	0012584180	0012602070	0012618910
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0012498700	0012520640	0012537170	0012553080	0012568670	0012584390	0012602860	0012619120
0012498790	0012521270	0012537830	0012553180	0012568750	0012584480	0012602890	0012620240
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0012500230	0012522450	0012538620	0012553970	0012569930	0012586390	0012603600	0012620770
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0012500490	0012523260	0012539080	0012555410	0012570380	0012586610	0012604110	0012620900
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0012500990	0012523560	0012539770	0012555750	0012570510	0012587450	0012604310	0012621380
0012501140	0012523700	0012539790	0012555780	0012570870	0012587580	0012604690	0012621550

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0012621600	0012633330	0012645980	0012661270	0012676610	0012689520	0012703420	0012717890
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0012622100	0012633470	0012646180	0012661440	0012676890	0012689650	0012703610	0012718400
0012622450	0012633580	0012646260	0012661820	0012677020	0012689740	0012703620	0012718780
0012622480	0012633950	0012646380	0012661890	0012677300	0012689760	0012704400	0012718890
0012622600	0012634290	0012646570	0012661910	0012677370	0012690260	0012704410	0012719160
0012622650	0012634540	0012646990	0012661920	0012677390	0012690380	0012704440	0012719170
0012622990	0012634570	0012647070	0012661930	0012677520	0012690510	0012704540	0012719190
0012623840	0012634660	0012647370	0012662110	0012677690	0012690820	0012705080	0012719290
0012624240	0012636000	0012647980	0012662380	0012677730	0012690830	0012705090	0012719330
0012624260	0012636010	0012648060	0012662600	0012678070	0012690990	0012705100	0012719460
0012624280	0012636280	0012648110	0012662380	0012678420	0012691200	0012705300	0012719510
0012624910	0012636510	0012648200	0012663860	0012679080	0012691690	0012705310	0012719750
0012624950	0012636540	0012648690	0012663910	0012679310	0012691910	0012705450	0012719760
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0012625100	0012637160	0012648920	0012664450	0012679610	0012692440	0012705830	0012720060
0012625130	0012637350	0012649060	0012664650	0012679780	0012692580	0012705970	0012720110
0012625200	0012637360	0012649290	0012665230	0012680190	0012693170	0012705990	0012720440
0012625320	0012637670	0012649350	0012665490	0012680790	0012693330	0012706250	0012720450
0012625380	0012637870	0012649530	0012666050	0012680800	0012693360	0012706780	0012720490
0012625510	0012638030	0012649540	0012666240	0012680930	0012693870	0012706900	0012720610
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0012625810	0012638150	0012649860	0012667100	0012681140	0012694350	0012707190	0012720990
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0012626470	0012638360	0012650430	0012667170	0012681640	0012694730	0012707630	0012721150
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0012628160	0012638460	0012652150	0012669100	0012682590	0012696420	0012709820	0012724710
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0012628520	0012639260	0012652270	0012670280	0012683660	0012696950	0012711700	0012725540
0012628540	0012639430	0012652310	0012670580	0012683670	0012697200	0012711780	0012726130
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0012628560	0012640450	0012653410	0012670710	0012683920	0012697300	0012712090	0012726170
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0012629150	0012641480	0012655270	0012671310	0012685780	0012699810	0012712340	0012728020
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0012629170	0012641890	0012655440	0012672190	0012685890	0012699990	0012712490	0012728900
0012629180	0012642020	0012656070	0012672230	0012686130	0012700080	0012712950	0012729180
0012629190	0012642460	0012656230	0012672240	0012686660	0012700390	0012713220	0012729200
0012629770	0012642670	0012656790	0012672560	0012686970	0012700420	0012713640	0012729210
0012629820	0012642700	0012656880	0012672570	0012687010	0012700660	0012713980	0012729820
0012629830	0012642760	0012656890	0012672750	0012687350	0012700850	0012715000	0012729910
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0012631350	0012643550	0012658510	0012673010	0012687650	0012701560	0012715510	0012730830
0012631790	0012644170	0012658550	0012673170	0012687800	0012701570	0012715780	0012731070
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0012632830	0012645420	0012659760	0012676120	0012689120	0012702730	0012717730	0012732550
0012633110	0012645830	0012660820	0012676140	0012689180	0012703200	0012717740	0012732770
0012633260	0012645930	0012660860	0012676170	0012689500	0012703410	0012717850	0012733020

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0012733210	0012749580	0012766550	0012787570	0012801110	0012817230	0012832970	0012846770
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0012734380	0012749620	0012766910	0012788060	0012801130	0012817550	0012833420	0012847610
0012734510	0012749640	0012766920	0012788450	0012801370	0012817660	0012833430	0012848030
0012734520	0012749710	0012767030	0012788710	0012801540	0012817770	0012833590	0012848210
0012734650	0012749780	0012767040	0012789140	0012802040	0012818070	0012833820	0012848300
0012734790	0012749830	0012767260	0012789400	0012802050	0012818280	0012833830	0012848430
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0012735080	0012750780	0012769440	0012790380	0012803340	0012819000	0012835110	0012848840
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0012735590	0012751320	0012770260	0012790720	0012803560	0012819490	0012835970	0012848880
0012735840	0012751480	0012770740	0012790750	0012803720	0012819730	0012836090	0012848940
0012736320	0012751710	0012770910	0012790950	0012804150	0012820100	0012836710	0012849090
0012736470	0012751980	0012771660	0012790990	0012804170	0012820160	0012837030	0012849110
0012736730	0012752220	0012771680	0012791030	0012804540	0012820240	0012837150	0012849260
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0012736790	0012753040	0012771950	0012791090	0012805180	0012821530	0012837650	0012849780
0012737290	0012753050	0012772030	0012791170	0012805260	0012821980	0012838510	0012850310
0012737420	0012753220	0012772040	0012791260	0012805400	0012822220	0012838850	0012850440
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0012739910	0012757280	0012774690	0012792950	0012806660	0012825390	0012841660	0012854070
0012740090	0012757290	0012775110	0012793260	0012806840	0012825420	0012841670	0012854460
0012740180	0012758110	0012775710	0012793830	0012807680	0012825430	0012841720	0012854820
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0012741490	0012758710	0012776670	0012794490	0012807860	0012825780	0012842390	0012855310
0012741790	0012758740	0012777540	0012794570	0012808120	0012825830	0012842580	0012855340
0012741860	0012758760	0012777870	0012794640	0012808300	0012825840	0012842640	0012856030
0012742020	0012759340	0012777920	0012794750	0012808720	0012825890	0012842920	0012856210
0012742430	0012759680	0012778240	0012794930	0012808810	0012826630	0012843290	0012856540
0012742490	0012759870	0012778950	0012795070	0012808820	0012826780	0012843310	0012856620
0012742800	0012760020	0012779220	0012795510	0012809100	0012826790	0012843710	0012856680
0012743100	0012760270	0012779270	0012795740	0012809340	0012827330	0012843780	0012856690
0012743200	0012760490	0012779760	0012795900	0012809570	0012827340	0012843890	0012856740
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0012743510	0012761430	0012781380	0012796210	0012811520	0012827910	0012844030	0012857160
0012744450	0012761870	0012782240	0012797570	0012811780	0012828440	0012844210	0012857300
0012744530	0012762120	0012782860	0012798010	0012812120	0012828810	0012844220	0012857900
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0012745220	0012762920	0012782930	0012799070	0012812810	0012829520	0012844440	0012858650
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0012745560	0012763040	0012783250	0012799170	0012813500	0012829680	0012844530	0012859020
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0012746270	0012763140	0012784280	0012799690	0012814440	0012830560	0012844950	0012859490
0012747030	0012763240	0012784800	0012799790	0012815050	0012830790	0012844990	0012859650
0012747510	0012763760	0012784810	0012800150	0012815650	0012830990	0012845150	0012859770
0012747590	0012763990	0012784910	0012800190	0012816000	0012831140	0012845340	0012860380
0012748050	0012764230	0012785350	0012800340	0012816290	0012831810	0012845700	0012860400
0012748180	0012764280	0012786090	0012800360	0012816420	0012831890	0012846150	0012860640
0012748410	0012764420	0012786270	0012800400	0012816490	0012832350	0012846220	0012860730
0012748710	0012764430	0012786990	0012800500	0012816800	0012832780	0012846240	0012861210
0012749490	0012766250	0012787330	0012800820	0012817130	0012832880	0012846250	0012861220

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0012862470	0012879960	0012898520	0012919090	0012935570	0012952110	0012968730	0012980620
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0012863910	0012880150	0012899920	0012920470	0012936400	0012952370	0012968930	0012980770
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0012864690	0012880980	0012900770	0012921110	0012936990	0012952890	0012969530	0012981240
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0012864990	0012881570	0012901680	0012922400	0012937490	0012954440	0012970100	0012981690
0012865070	0012881690	0012901720	0012922440	0012937590	0012954560	0012970560	0012981700
0012865160	0012882090	0012902230	0012922590	0012938050	0012954600	0012970570	0012981820
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0012865590	0012883010	0012902870	0012923020	0012938340	0012955290	0012970630	0012982260
0012865790	0012883060	0012903280	0012923190	0012938740	0012955420	0012971010	0012982520
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0012866060	0012884310	0012903940	0012923650	0012939340	0012955650	0012971160	0012982930
0012867190	0012884800	0012903960	0012923940	0012939490	0012955690	0012971510	0012983150
0012867630	0012885060	0012904260	0012923950	0012939740	0012955900	0012971520	0012983270
0012867720	0012885190	0012904620	0012924070	0012939800	0012956040	0012971640	0012983360
0012867920	0012885380	0012905070	0012924170	0012940020	0012956680	0012971680	0012983420
0012868080	0012885740	0012905290	0012924860	0012940110	0012957090	0012972540	0012983540
0012868630	0012885810	0012905400	0012925260	0012941020	0012957160	0012972790	0012983610
0012868690	0012886030	0012905740	0012925480	0012941130	0012957360	0012972890	0012983840
0012869060	0012886090	0012905940	0012925620	0012941210	0012957860	0012973210	0012984470
0012869650	0012886410	0012905950	0012925750	0012943340	0012958050	0012973350	0012984620
0012869770	0012886490	0012906030	0012926540	0012943400	0012958170	0012973360	0012984910
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0012872040	0012888420	0012909260	0012928010	0012945860	0012960900	0012974100	0012985430
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0012873030	0012889960	0012909510	0012929050	0012946350	0012961940	0012974820	0012985920
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0012873370	0012890060	0012909790	0012929110	0012946660	0012962090	0012976190	0012986460
0012873540	0012890520	0012910360	0012929160	0012947200	0012962150	0012976430	0012986540
0012874120	0012890530	0012910460	0012929730	0012947340	0012962220	0012976580	0012987120
0012874350	0012891220	0012912250	0012929890	0012947370	0012962340	0012976590	0012987300
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0012876030	0012894480	0012914980	0012931180	0012949340	0012964220	0012978010	0012989370
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0012877820	0012896070	0012916740	0012931770	0012950040	0012965770	0012978960	0012990290
0012877860	0012896250	0012916850	0012931780	0012950100	0012966080	0012979430	0012990560
0012877870	0012896260	0012916960	0012931790	0012950110	0012967210	0012979580	0012990670
0012877900	0012896440	0012917200	0012932230	0012950130	0012967550	0012979590	0012990960
0012877910	0012896560	0012918030	0012932630	0012950220	0012967600	0012979760	0012991860
0012878020	0012897010	0012918090	0012932770	0012950320	0012967640	0012979940	0012991890
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0012878710	0012897500	0012918340	0012933380	0012950510	0012967680	0012980010	0012992340
0012878740	0012897710	0012918640	0012933520	0012950550	0012967990	0012980430	0012992350
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0012879020	0012898230	0012918890	0012934800	0012951220	0012968270	0012980510	0012992650
0012879070	0012898340	0012918900	0012935140	0012951760	0012968700	0012980610	0012992790

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0012993250	0014004790	0014018900	0014031510	0014047550	0014058260	0014073430	0014088650
0012993300	0014005010	0014019150	0014031640	0014047670	0014058930	0014073650	0014089110
0012993810	0014005050	0014019610	0014032050	0014047840	0014058940	0014073660	0014089310
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0012994370	0014006210	0014020020	0014033970	0014048860	0014059770	0014075980	0014089840
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0012994440	0014006660	0014020090	0014034060	0014049020	0014060180	0014076870	0014090140
0012994450	0014006730	0014020370	0014034850	0014049150	0014060420	0014076910	0014090750
0012994480	0014007100	0014020680	0014035220	0014049330	0014060560	0014076970	0014091110
0012994530	0014007800	0014021270	0014035830	0014049440	0014060900	0014076980	0014091210
0012994700	0014008560	0014021580	0014035840	0014050070	0014060950	0014077170	0014091660
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0012995020	0014009240	0014021870	0014037410	0014050800	0014061900	0014078590	0014092650
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0014002800	0014017200	0014027920	0014044350	0014056260	0014070290	0014085940	0014100560
0014002990	0014017210	0014028140	0014044460	0014056800	0014070460	0014086150	0014100610
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0014003680	0014017580	0014028340	0014044560	0014057220	0014071010	0014086390	0014100790
0014003690	0014017600	0014028910	0014044960	0014057380	0014071160	0014087080	0014101050
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0014004210	0014018100	0014029560	0014045340	0014057420	0014071670	0014087500	0014101650
0014004280	0014018120	0014030180	0014045850	0014057450	0014071800	0014087690	0014102080
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0014004650	0014018190	0014031180	0014046530	0014057810	0014072600	0014088160	0014102270
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0014102640	0014114310	0014130270	0014143000	0014159780	0014174180	0014189390	0014200910
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0014104360	0014115240	0014131580	0014144510	0014160920	0014175670	0014190400	0014202400
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0014111100	0014128150	0014139960	0014155170	0014171450	0014186540	0014199060	0014211620
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0014112160	0014128400	0014140240	0014156140	0014172290	0014186820	0014199240	0014212270
0014112210	0014128480	0014140790	0014156390	0014172800	0014187160	0014199500	0014213300
0014112260	0014128740	0014141030	0014156500	0014172820	0014187340	0014199980	0014213320
0014112580	0014128880	0014142190	0014156940	0014173040	0014187540	0014200010	0014213870
0014112590	0014128990	0014142280	0014157190	0014173050	0014187700	0014200040	0014213890
0014112920	0014129120	0014142290	0014157420	0014173570	0014187790	0014200400	0014213920
0014113650	0014129480	0014142350	0014158260	0014173630	0014187910	0014200590	0014213980
0014113850	0014130030	0014142520	0014158930	0014173810	0014188640	0014200720	0014214530
0014113880	0014130180	0014142800	0014159070	0014173850	0014188770	0014200730	0014214620
0014114090	0014130190	0014142840	0014159170	0014174170	0014188960	0014200880	0014214850

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0014214870	0014228450	0014244200	0015007560	0015021860	0015039240	0016001610	0016016260
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0014216020	0014229890	0014244940	0015007970	0015022140	0015040000	0016002020	0016017160
0014216060	0014229990	0014245010	0015007990	0015022180	0015040200	0016002800	0016017280
0014216200	0014230030	0014245800	0015009530	0015022270	0015040220	0016002930	0016017330
0014216480	0014230160	0014245810	0015009550	0015022470	0015040370	0016002960	0016017660
0014216510	0014230270	0014246200	0015009650	0015022510	0015040660	0016003020	0016017870
0014216710	0014230280	0014246230	0015009690	0015022650	0015040810	0016003060	0016018030
0014216930	0014230410	0014246360	0015010020	0015022660	0015040850	0016003080	0016018210
0014217310	0014230510	0014246540	0015010860	0015023420	0015040970	0016003220	0016018220
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0014217640	0014231660	0014246780	0015011550	0015024370	0015041560	0016003760	0016019100
0014217810	0014231800	0014246820	0015011560	0015024380	0015041650	0016003780	0016019170
0014217930	0014231810	0014246870	0015011840	0015024650	0015041930	0016004120	0016019420
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00142218420	0014232270	0014246990	0015012130	0015024820	0015042120	0016004860	0016019670
0014218560	0014232320	0014247020	0015012150	0015025090	0015042670	0016004970	0016019790
0014219290	0014232620	0014247180	0015012840	0015025130	0015042870	0016005000	0016019800
0014220270	0014232980	0014247310	0015012860	0015025640	0015043080	0016005540	0016020010
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0014220480	0014233040	0014247450	0015013330	0015026040	0015044020	0016006850	0016021900
0014220550	0014233130	0014247480	0015013540	0015026860	0015044070	0016006940	0016022280
0014220700	0014233300	0014247550	0015013680	0015026890	0015044080	0016006980	0016022320
0014221180	0014233420	0014247820	0015013840	0015027670	0015044090	0016007340	0016022360
0014221240	0014233540	0014247930	0015013860	0015028420	0015044350	0016007600	0016022610
0014221280	0014233630	0014248110	0015013920	0015029080	0015045250	0016007770	0016022740
0014221430	0014234360	0014248160	0015014480	0015029290	0015045400	0016007850	0016023130
0014221440	0014234760	0014248170	0015014570	0015029300	0015045410	0016007870	0016023260
0014221920	0014235080	0014248370	0015014580	0015029340	0015045600	0016007940	0016023360
0014222160	0014235820	0014248710	0015014590	0015029570	0015045840	0016007980	0016023460
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0014223050	0014236380	0014248820	0015014860	0015029840	0015046370	0016008670	0016023910
0014223260	0014236430	0014248930	0015015110	0015031360	0015046380	0016008860	0016023960
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0014224100	0014237600	0015001550	0015015490	0015032230	0015046680	0016009970	0016024410
0014224230	0014237970	0015001820	0015015520	0015032240	0015046700	0016010170	0016025150
0014224240	0014237990	0015001990	0015015630	0015032660	0015046750	0016010450	0016025460
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0014225270	0014238610	0015003900	0015017480	0015035230	0015047220	0016011590	0016027460
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0014226620	0014240410	0015004430	0015018680	0015036980	0015048000	0016012880	0016028190
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0014227400	0014240580	0015004870	0015019270	0015037220	0015048690	0016013190	0016028900
0014227610	0014240940	0015005150	0015020040	0015037310	0015048750	0016013270	0016028910
0014227680	0014241140	0015005360	0015020330	0015037400	0015049080	0016013280	0016028920
0014227690	0014241730	0015005470	0015020840	0015037660	0016000460	0016013630	0016029180
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0014228120	0014242000	0015006210	0015021280	0015038760	0016001170	0016013810	0016029480
0014228340	0014242350	0015006550	0015021470	0015038830	0016001350	0016014850	0016030230
0014228430	0014243010	0015007450	0015021540	0015039000	0016001370	0016015210	0016030400
0014228440	0014244050	0015007510	0015021670	0015039230	0016001480	0016015590	0016030620

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0016030800	0016045870	0016063060	0016076400	0016091110	0016106370	0016134880	0016152080
0016030820	0016046400	0016063320	0016077280	0016091480	0016106380	0016134970	0016152860
0016030960	0016046510	0016063490	0016077710	0016091720	0016106890	0016135290	0016153180
0016030970	0016047550	0016063640	0016077830	0016091780	0016107190	0016135480	0016153550
0016031290	0016047860	0016063740	0016078160	0016092160	0016107200	0016135530	0016153700
0016031810	0016048160	0016063870	0016079140	0016092600	0016107550	0016135720	0016153770
0016031870	0016048170	0016063990	0016079250	0016092840	0016107970	0016135770	0016153930
0016032150	0016048340	0016064020	0016079330	0016093020	0016108730	0016135780	0016154000
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0016032440	0016048560	0016064390	0016080700	0016093670	0016108880	0016136150	0016154500
0016032550	0016049960	0016064980	0016080890	0016093900	0016109000	0016136160	0016155290
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0016033240	0016049990	0016065430	0016080960	0016094490	0016109250	0016136350	0016155410
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0016038620	0016056380	0016070480	0016084660	0016098570	0016113650	0016142760	0016160780
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0016044220	0016060620	0016074420	0016089350	0016105050	0016119910	0016148540	0016165980
0016044230	0016060720	0016074520	0016089440	0016105060	0016130870	0016148580	0016166010
0016044310	0016060820	0016075220	0016089520	0016105160	0016131660	0016149110	0016166340
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0016045600	0016063030	0016076370	0016090820	0016106360	0016133780	0016151970	0016168140

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0016168190	0016181650	0016197210	0016213180	0016229360	0016243670	0016258790	0016274570
0016168470	0016181820	0016197390	0016213230	0016229420	0016243680	0016259000	0016274900
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0016169140	0016182010	0016197900	0016213460	0016229660	0016244560	0016259650	0016275650
0016169710	0016182500	0016198260	0016214150	0016229800	0016244660	0016259960	0016276180
0016170030	0016182580	0016198440	0016214550	0016229890	0016245240	0016259970	0016276210
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0016171650	0016184850	0016200470	0016215930	0016231830	0016247220	0016261620	0016280110
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0016173320	0016187250	0016202220	0016218540	0016233820	0016248250	0016263090	0016282650
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0016292730	0016309240	0016322570	0016341610	0016359570	0016378190	0016392210	0016407880
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0016299040	0016316210	0016332300	0016348850	0016369600	0016384420	0016398610	0016414330
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0016306010	0016321010	0016340350	0016357390	0016376300	0016390420	0016406070	0016421840
0016306030	0016321230	0016340410	0016357710	0016376620	0016390540	0016406230	0016421850
0016306350	0016321290	0016340670	0016357720	0016377220	0016390680	0016406370	0016422120
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0016307440	0016321710	0016341000	0016359060	0016377800	0016391100	0016407100	0016423370
0016308350	0016322240	0016341390	0016359130	0016377810	0016391520	0016407480	0016423900
0016308390	0016322310	0016341470	0016359300	0016378030	0016391670	0016407600	0016423920

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0016424050	0016435430	0016452260	0016469140	0016486700	0016499760	0016514240	0016533540
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0016425650	0016436140	0016454470	0016470780	0016487750	0016500020	0016514980	0016535770
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0016425780	0016436320	0016454520	0016471080	0016487770	0016500610	0016515450	0016536050
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0016428160	0016439900	0016460100	0016473050	0016490040	0016503030	0016519440	0016540090
0016428340	0016441060	0016460530	0016473480	0016490310	0016503540	0016519850	0016540120
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0016429340	0016444210	0016462030	0016476830	0016492910	0016506720	0016523740	0016543330
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0016551820	0016572090	0016582700	0018018380	0018037800	0018051000	0018068180	0018084820
0016552120	0016572160	0016582760	0018019050	0018037910	0018051330	0018068320	0018085160
0016552290	0016572170	0016583010	0018019440	0018038010	0018051360	0018068460	0018085360
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0016552740	0016572230	0016584070	0018020090	0018038070	0018051690	0018068570	0018086260
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0018098400	0018114930	0018133570	0018150720	0018167050	0018183400	0018198070	0018211350
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0018105470	0018121010	0018142640	0018159070	0018176110	0018188130	0018205090	0018215970
0018105750	0018121390	0018142990	0018160070	0018176270	0018188460	0018205100	0018216020
0018106050	0018122240	0018143390	0018160100	0018176750	0018188530	0018205360	0018216030
0018106060	0018122250	0018143400	0018160490	0018176830	0018188660	0018205870	0018216120
0018106500	0018122320	0018144250	0018160730	0018177080	0018189110	0018205880	0018216600
0018107580	0018122450	0018144420	0018161040	0018177090	0018189300	0018205910	0018217760
0018107600	0018122720	0018144700	0018161090	0018177780	0018189690	0018206010	0018217880
0018107660	0018123580	0018144710	0018161190	0018178220	0018189800	0018206380	0018218140
0018107820	0018123730	0018144730	0018161550	0018178280	0018190000	0018206800	0018218260
0018108250	0018124490	0018144790	0018161560	0018178380	0018190140	0018206920	0018218430
0018108440	0018124680	0018144810	0018161660	0018178440	0018190290	0018207160	0018218490
0018108550	0018124810	0018145310	0018161720	0018178540	0018190300	0018207220	0018218890
0018108620	0018125070	0018145450	0018162420	0018179600	0018190370	0018207360	0018219320
0018108630	0018125080	0018146270	0018162440	0018179760	0018190410	0018207540	0018219610
0018108740	0018125380	0018146510	0018162480	0018179810	0018190530	0018207550	0018219620
0018109280	0018126110	0018146650	0018162500	0018179860	0018190770	0018207630	0018219690
0018109690	0018126840	0018146710	0018162970	0018180480	0018191130	0018207700	0018219870
0018110860	0018126860	0018146900	0018162980	0018180510	0018191260	0018207710	0018220290
0018111960	0018127110	0018146910	0018163030	0018180540	0018191550	0018207990	0018220300
0018111970	0018127870	0018146940	0018163220	0018180690	0018191670	0018208130	0018220590
0018112190	0018129060	0018148180	0018163430	0018180720	0018193140	0018208540	0018220650
0018112250	0018129270	0018148570	0018163440	0018180800	0018193190	0018208590	0018221310
0018112760	0018129640	0018148620	0018163490	0018180850	0018193310	0018208990	0018221740
0018112960	0018130070	0018148630	0018164290	0018180890	0018193810	0018209060	0018221820
0018113010	0018130200	0018148640	0018164790	0018181210	0018193860	0018209380	0018221910
0018113740	0018130300	0018148980	0018164800	0018181470	0018194520	0018210050	0018222020
0018113770	0018130310	0018149480	0018164940	0018181600	0018194770	0018210220	0018222080
0018113900	0018130350	0018149660	0018165950	0018181780	0018195060	0018210380	0018222490
0018114140	0018130370	0018149670	0018166100	0018182300	0018195330	0018210670	0018222500
0018114300	0018130390	0018149830	0018166290	0018182440	0018196280	0018210770	0018222870
0018114310	0018132520	0018150150	0018166410	0018182930	0018196380	0018210920	0018223000
0018114320	0018132930	0018150340	0018166700	0018183040	0018196540	0018211100	0018223190
0018114470	0018133020	0018150650	0018166720	0018183060	0018196730	0018211170	0018223750
0018114670	0018133200	0018150660	0018166910	0018183390	0018197030	0018211320	0018223760

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0018223850	0018237560	0018250200	0018265430	0018277480	0018291420	0018307160	0018321170
0018224230	0018237570	0018250520	0018265440	0018277920	0018291620	0018307430	0018321180
0018224700	0018237660	0018250550	0018265490	0018278120	0018291630	0018307440	0018321190
0018225110	0018237820	0018250870	0018265730	0018278150	0018291750	0018307700	0018321330
0018225250	0018237900	0018251170	0018265800	0018278450	0018291860	0018308060	0018321890
0018225580	0018237910	0018251180	0018266300	0018278460	0018291900	0018308140	0018322340
0018226320	0018238530	0018251430	0018266810	0018278690	0018292240	0018308590	0018322980
0018226660	0018238590	0018251480	0018267360	0018278710	0018292310	0018309180	0018323140
0018226910	0018238680	0018251500	0018267970	0018278900	0018292330	0018309860	0018324030
0018226930	0018238970	0018251590	0018268100	0018279080	0018292520	0018309940	0018324320
0018226940	0018238980	0018252010	0018268130	0018279390	0018292880	0018310210	0018324560
0018226990	0018239030	0018252550	0018268140	0018280410	0018293170	0018310270	0018324640
0018227000	0018239310	0018252710	0018268330	0018281090	0018293210	0018310350	0018325030
0018227070	0018239670	0018252760	0018268350	0018281120	0018293330	0018310490	0018325490
0018227080	0018239900	0018252780	0018268370	0018281170	0018293670	0018310500	0018325650
0018227090	0018240050	0018253920	0018268600	0018281500	0018293830	0018310510	0018325780
0018227100	0018240090	0018254270	0018268900	0018281510	0018295310	0018310900	0018325890
0018227110	0018240460	0018254340	0018269130	0018281640	0018295400	0018310940	0018325900
0018227360	0018240640	0018254380	0018269240	0018282270	0018295710	0018311180	0018326000
0018227620	0018240780	0018254450	0018269270	0018282320	0018295740	0018312340	0018326080
0018227770	0018240790	0018254550	0018269310	0018282450	0018296070	0018312460	0018326280
0018227830	0018240830	0018254560	0018269340	0018282700	0018296320	0018312520	0018326360
0018228540	0018240900	0018254850	0018269440	0018282800	0018296780	0018312800	0018326860
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0018228760	0018241440	0018255470	0018271710	0018283990	0018297290	0018313060	0018327230
0018229480	0018241540	0018255990	0018271840	0018284350	0018297900	0018313370	0018327240
0018229670	0018241600	0018256030	0018272100	0018284460	0018299330	0018313420	0018327290
0018230610	0018241640	0018256060	0018272180	0018284500	0018299370	0018313540	0018327580
0018230660	0018242040	0018256360	0018272240	0018284880	0018299660	0018313780	0018327640
0018231020	0018242460	0018256390	0018272430	0018284960	0018299790	0018313790	0018327660
0018231310	0018242470	0018256450	0018272460	0018285000	0018299990	0018314050	0018328070
0018231770	0018242740	0018256750	0018272720	0018285010	0018300240	0018314500	0018328080
0018232620	0018242800	0018257040	0018272730	0018285170	0018300390	0018314510	0018328130
0018232630	0018242930	0018258100	0018272930	0018285610	0018301030	0018314520	0018328220
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0018233030	0018243030	0018258770	0018273190	0018285770	0018301460	0018315310	0018328490
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0018233100	0018244450	0018260210	0018274980	0018287310	0018302000	0018316680	0018329320
0018233790	0018244580	0018260460	0018275040	0018287360	0018302240	0018316710	0018329910
0018233820	0018244760	0018260470	0018275390	0018287380	0018302260	0018316760	0018330120
0018233900	0018244770	0018260900	0018275490	0018287730	0018303030	0018316930	0018330330
0018233910	0018245870	0018261100	0018275570	0018288010	0018303070	0018317490	0018330520
0018234070	0018246350	0018261260	0018275580	0018288160	0018303600	0018317530	0018330700
0018234650	0018246760	0018261360	0018275980	0018288270	0018304130	0018317820	0018330980
0018235220	0018246880	0018261680	0018276000	0018288720	0018304150	0018317980	0018331210
0018235260	0018246960	0018261770	0018276130	0018288730	0018304830	0018318150	0018331230
0018235290	0018247190	0018262200	0018276320	0018288770	0018305370	0018318190	0018331830
0018235300	0018248250	0018262650	0018276450	0018288960	0018305410	0018318520	0018331910
0018235620	0018248400	0018263540	0018276580	0018289110	0018305530	0018318620	0018332140
0018235670	0018248530	0018263550	0018276590	0018289400	0018305570	0018319160	0018332390
0018235800	0018248570	0018263600	0018276610	0018289460	0018305620	0018319310	0018332640
0018235810	0018248580	0018263610	0018277010	0018289700	0018305680	0018319460	0018333230
0018235940	0018248590	0018263970	0018277050	0018289730	0018305690	0018319530	0018333320
0018235950	0018248670	0018264000	0018277060	0018289780	0018305740	0018320060	0018333390
0018236400	0018249770	0018264190	0018277150	0018290020	0018306700	0018320110	0018333430
0018237000	0018250050	0018265120	0018277190	0018290500	0018306830	0018320340	0018333450
0018237150	0018250060	0018265380	0018277330	0018290670	0018307050	0018320500	0018333540
0018237530	0018250150	0018265390	0018277440	0018291170	0018307140	0018321040	0018333590

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0018333670	0018346460	0018359270	0018369490	0018385380	0018398610	0018413920	0018900500
0018333770	0018348160	0018359530	0018369820	0018385390	0018398620	0018414130	0018900900
0018333780	0018348270	0018359590	0018369860	0018385410	0018399040	0018414840	0018901550
0018334540	0018348460	0018359750	0018370200	0018385600	0018399050	0018415160	0018901810
0018334770	0018349450	0018359870	0018370540	0018386180	0018399240	0018415210	0018901850
0018334800	0018349520	0018360010	0018370560	0018386970	0018399340	0018415290	0018901860
0018335420	0018349690	0018360110	0018371560	0018387480	0018399380	0018415620	0018902400
0018335730	0018350070	0018360130	0018371600	0018387500	0018399680	0018415690	0018903510
0018335910	0018351380	0018360170	0018372400	0018387520	0018399710	0018415960	0018903780
0018335980	0018351490	0018360210	0018372650	0018387990	0018399720	0018416130	0018903800
0018336600	0018351620	0018360240	0018372660	0018388070	0018399850	0018416190	0018903810
0018336730	0018351770	0018360280	0018372670	0018388130	0018399970	0018416390	0018904150
0018337200	0018351790	0018360460	0018372740	0018388160	0018399990	0018416650	0018904290
0018337260	0018351810	0018360670	0018373090	0018388370	0018400040	0018417680	0018904400
0018337490	0018351930	0018360950	0018373580	0018388430	0018400310	0018417700	0018904980
0018337510	0018351970	0018361380	0018373760	0018388700	0018400510	0018417940	0018905260
0018337540	0018352390	0018361390	0018373770	0018389050	0018400520	0018418200	0018905720
0018337580	0018352480	0018361760	0018374550	0018389290	0018400560	0018418370	0018905850
0018337600	0018352510	0018361770	0018374940	0018389410	0018401040	0018418480	0018905960
0018337640	0018352660	0018361850	0018374950	0018389420	0018401390	0018418820	0018906490
0018338170	0018353060	0018361880	0018375180	0018389510	0018401940	0018419000	0018906500
0018338430	0018353220	0018362050	0018375470	0018389540	0018402000	0018419260	0018906560
0018338460	0018353600	0018362210	0018375640	0018389580	0018402340	0018419270	0018906800
0018338520	0018353610	0018362530	0018375770	0018389650	0018403520	0018419600	0018906810
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0018338810	0018353640	0018362650	0018376370	0018389780	0018404460	0018420290	0018906850
0018338840	0018353690	0018362800	0018376520	0018390210	0018406300	0018421250	0018907220
0018338880	0018353720	0018362950	0018376590	0018390330	0018406560	0018422300	0018907360
0018338920	0018354000	0018362960	0018376610	0018390700	0018406640	0018422360	0018907380
0018339040	0018354080	0018363810	0018376810	0018390790	0018406870	0018422750	0018907730
0018339110	0018354160	0018363970	0018376820	0018391040	0018407350	0018422760	0018908230
0018339190	0018354290	0018364050	0018377370	0018391520	0018407440	0018423120	0018908320
0018339310	0018354330	0018364260	0018377430	0018391570	0018407780	0018423130	0018909300
0018339380	0018354460	0018364340	0018378050	0018391590	0018407800	0018423330	0018909510
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0018339880	0018354720	0018364740	0018378230	0018391710	0018408300	0018424040	0018910090
0018340250	0018354750	0018364900	0018378340	0018392060	0018408330	0018424560	0018910550
0018341060	0018354790	0018365140	0018378400	0018392080	0018408340	0018425980	0018910910
0018341210	0018354920	0018365280	0018378690	0018392560	0018408420	0018427270	0018911790
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0018341680	0018355190	0018365700	0018379150	0018393920	0018409370	0018427660	0019000120
0018341690	0018355320	0018365770	0018379920	0018394030	0018409380	0018427820	0019000420
0018342160	0018355850	0018365970	0018380630	0018394100	0018409730	0018427830	0019000530
0018342550	0018356030	0018366100	0018380760	0018394260	0018409900	0018428540	0019000740
0018342980	0018356100	0018366460	0018381050	0018394280	0018410260	0018428550	0019000770
0018343060	0018356350	0018366490	0018381780	0018394350	0018410510	0018428720	0019000810
0018343070	0018356560	0018366810	0018381790	0018394400	0018410890	0018429330	0019000840
0018343200	0018356660	0018367330	0018381800	0018394780	0018410930	0018429340	0019001000
0018343250	0018356670	0018367480	0018382020	0018395560	0018411640	0018429630	0019001130
0018343310	0018356700	0018367490	0018382030	0018395840	0018411950	0018429760	0019001150
0018343540	0018356810	0018367510	0018382040	0018395920	0018411960	0018429990	0019001330
0018343550	0018357020	0018367550	0018382070	0018395940	0018412100	0018432440	0019001510
0018343720	0018357030	0018368180	0018382810	0018396060	0018412470	0018434730	0019001750
0018344040	0018357380	0018368270	0018383020	0018396070	0018412670	0018434740	0019002230
0018344250	0018357960	0018368560	0018383110	0018396310	0018412680	0018435010	0019002280
0018344720	0018358050	0018368840	0018383260	0018396330	0018412780	0018435340	0019002290
0018345040	0018358320	0018368880	0018383390	0018396670	0018412880	0018435780	0019002400
0018345100	0018358380	0018369010	0018383500	0018397210	0018413120	0018435820	0019002480
0018345550	0018358390	0018369160	0018383640	0018397310	0018413130	0018436190	0019002730
0018345870	0018358560	0018369290	0018383710	0018397320	0018413660	0018436480	0019002800
0018346000	0018358570	0018369400	0018384330	0018397970	0018413810	0018436710	0019002810
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0019002840	0019014030	0019024580	0019034380	0019042570	0019051180	0019062130	0019070870
0019003020	0019014290	0019025070	0019034400	0019042580	0019051210	0019062140	0019070910
0019003150	0019014320	0019025180	0019034500	0019042650	0019051330	0019062330	0019071150
0019003280	0019014720	0019025210	0019034510	0019042780	0019051430	0019062350	0019071320
0019003440	0019014890	0019025240	0019034520	0019043360	0019051440	0019062390	0019071330
0019003470	0019015370	0019025290	0019034730	0019043920	0019051720	0019062400	0019071430
0019003480	0019015480	0019025400	0019035050	0019044220	0019052840	0019062460	0019071440
0019003490	0019015780	0019025410	0019035100	0019044310	0019052970	0019062650	0019071450
0019003720	0019015900	0019025480	0019035210	0019044340	0019053280	0019062660	0019071470
0019004010	0019016160	0019025500	0019035310	0019044350	0019053320	0019062750	0019071560
0019004070	0019016210	0019025700	0019035320	0019044450	0019053370	0019063020	0019071570
0019004190	0019016270	0019026010	0019035670	0019044460	0019053380	0019063040	0019071920
0019004370	0019016430	0019026380	0019035790	0019044500	0019053400	0019063070	0019072020
0019004950	0019016500	0019026430	0019035850	0019044510	0019053440	0019063440	0019072130
0019005350	0019016580	0019026470	0019035910	0019044640	0019053530	0019063470	0019072190
0019005710	0019016630	0019027100	0019035960	0019044760	0019053560	0019063490	0019072230
0019005810	0019016760	0019027130	0019036010	0019045160	0019053850	0019063500	0019072370
0019005920	0019016770	0019027220	0019036120	0019045330	0019053910	0019063670	0019072410
0019006090	0019017220	0019027280	0019036330	0019045640	0019053960	0019063930	0019072510
0019006220	0019017350	0019028410	0019036480	0019045650	0019054070	0019064090	0019072710
0019006230	0019017560	0019028470	0019036830	0019045660	0019054090	0019064280	0019072740
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0019006400	0019018000	0019028790	0019037010	0019046090	0019054500	0019065210	0019073290
0019006720	0019018230	0019028890	0019037050	0019046290	0019054810	0019065330	0019073460
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0019007100	0019018930	0019029180	0019037390	0019046620	0019055340	0019066320	0019073740
0019007470	0019019130	0019029320	0019037420	0019046750	0019055830	0019066390	0019074030
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0019008450	0019020360	0019030910	0019037880	0019047620	0019056720	0019067900	0019075860
0019008460	0019020470	0019030960	0019038190	0019047810	0019057070	0019067970	0019075940
0019008470	0019020710	0019031640	0019038270	0019047940	0019057160	0019067990	0019075960
0019008620	0019020850	0019031650	0019038650	0019047980	0019057200	0019068000	0019076420
0019008840	0019021170	0019031950	0019038700	0019048060	0019057580	0019068170	0019076660
0019008910	0019021240	0019032040	0019038920	0019048110	0019057640	0019068360	0019076730
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0019009170	0019021750	0019032340	0019039310	0019048440	0019057770	0019068550	0019077190
0019009630	0019022020	0019032390	0019039380	0019048660	0019058130	0019068570	0019077540
0019009640	0019022060	0019032400	0019039530	0019048670	0019058280	0019068710	0019077690
0019009690	0019022310	0019032420	0019039630	0019048680	0019058420	0019068780	0019077740
0019009820	0019022340	0019032560	0019039930	0019048730	0019058830	0019069150	0019077910
0019009870	0019022400	0019032590	0019039940	0019049130	0019058970	0019069520	0019078030
0019010040	0019022860	0019032680	0019040340	0019049240	0019059210	0019069550	0019078040
0019010130	0019022990	0019032690	0019041080	0019049290	0019059300	0019069780	0019078060
0019010460	0019023000	0019032940	0019041230	0019049580	0019059410	0019069840	0019078100
0019010520	0019023060	0019032950	0019041260	0019049720	0019059560	0019069850	0019078120
0019010600	0019023280	0019033020	0019041360	0019049840	0019059570	0019070050	0019078190
0019010610	0019023350	0019033050	0019041370	0019050050	0019059630	0019070130	0019078320
0019011030	0019023410	0019033110	0019041460	0019050270	0019059820	0019070140	0019078630
0019011220	0019023490	0019033160	0019041500	0019050340	0019060480	0019070290	0019078680
0019011510	0019023730	0019033430	0019041660	0019050420	0019060550	0019070340	0019078690
0019011820	0019023820	0019033620	0019042090	0019050690	0019060590	0019070420	0019078720
0019012470	0019024420	0019033640	0019042190	0019050760	0019060750	0019070430	0019078880
0019012580	0019024470	0019033650	0019042210	0019050840	0019061160	0019070540	0019079330
0019013720	0019024490	0019033680	0019042270	0019050860	0019061520	0019070640	0019079370
0019013810	0019024540	0019034220	0019042280	0019051050	0019062020	0019070710	0019079380
0019013830	0019024570	0019034370	0019042520	0019051150	0019062120	0019070810	0019079390

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0019079410	0019088200	0019096800	0019104680	0019113300	00191203	0019128560	0019137510
0019079520	0019088360	0019097990	0019104690	0019113310	0019120310	0019128570	0019137880
0019079950	0019088480	0019098300	0019104700	0019113380	0019121040	0019128650	0019137900
0019079960	0019088760	0019098310	0019104830	0019113410	0019121050	0019128720	0019137970
0019080230	0019088920	0019098710	0019104840	0019113450	0019121260	0019128730	0019138320
0019080600	0019089540	0019098730	0019104920	0019113530	0019121270	0019128740	0019138340
0019080780	0019089550	0019098740	0019105090	0019113880	0019121280	0019129010	0019138430
0019080820	0019089790	0019098760	0019105190	0019113930	0019121290	0019129390	0019138560
0019080880	0019089800	0019098770	0019105200	0019114020	0019121470	0019129410	0019138730
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0019080990	0019090180	0019099080	0019105340	0019114100	0019121760	0019130210	0019138770
0019081000	0019090340	0019099090	0019105390	0019114260	0019122100	0019130420	0019138910
0019081240	0019090380	0019099100	0019105400	0019114290	0019122130	0019130440	0019139540
0019081380	0019090420	0019099160	0019105420	0019114310	0019122260	0019130450	0019139550
0019081740	0019090740	0019099170	0019105570	0019114320	0019122490	0019130520	0019139660
0019081760	0019090890	0019099240	0019105830	0019114330	0019122520	0019131200	0019139830
0019082000	0019091150	0019099280	0019106290	0019114420	0019122540	0019131540	0019139840
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0019082210	0019091390	0019099630	0019106680	0019114750	0019122810	0019131740	0019139900
0019083400	0019091400	0019099640	0019106700	0019114870	0019122820	0019131950	0019140020
0019083410	0019091450	0019099880	0019106780	0019114980	0019122850	0019132100	0019140170
0019083420	0019091460	0019099950	0019106860	0019115170	0019122970	0019132130	0019140430
0019083740	0019091560	0019100220	0019106970	0019115270	0019122990	0019132390	0019141370
0019083870	0019091630	0019100250	0019107100	0019115280	0019123260	0019132420	0019141470
0019083910	0019091800	0019100350	0019107230	0019115330	0019123360	0019132450	0019141480
0019084040	0019092100	0019100390	0019107390	0019115880	0019123490	0019132490	0019141690
0019084170	0019092210	0019100610	0019108050	0019115990	0019123530	0019132640	0019142040
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0019084530	0019093420	0019100640	0019108160	0019116100	0019123930	0019132900	0019142060
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0019084590	0019093810	0019100800	0019108250	0019116120	0019124110	0019133140	0019142260
0019084620	0019093820	0019100810	0019108290	0019116200	0019124120	0019133640	0019142290
0019084880	0019093950	0019101010	0019108520	0019116380	0019124170	0019133650	0019142300
0019085060	0019093980	0019101310	0019108800	0019116550	0019124340	0019133870	0019142310
0019085340	0019094010	0019101630	0019109030	0019116770	0019124390	0019133980	0019142510
0019085350	0019094020	0019101720	0019109040	0019116790	0019124440	0019134150	0019142750
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0019085630	0019094100	0019101860	0019109100	0019117170	0019124570	0019134310	0019142970
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0019086570	0019094470	0019102660	0019109920	0019117840	0019125110	0019135260	0019143900
0019086600	0019094480	0019102780	0019110150	0019118210	0019125140	0019135410	0019143910
0019086710	0019094570	0019103050	0019110300	0019118220	0019125620	0019135420	0019144240
0019086760	0019094720	0019103060	0019110340	0019118520	0019125660	0019135540	0019144790
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0019087740	0019095670	0019103580	0019111080	0019118890	0019126900	0019136090	0019145460
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0019087970	0019096240	0019104140	0019112620	0019119330	0019128200	0019136520	0019146490
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0019088180	0019096370	0019104170	0019112960	0019119830	0019128510	0019136850	0019146700
0019088190	0019096410	0019104260	0019113060	0019120080	0019128540	0019137110	0019146800

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0019147050	0019154340	0019163080	0019170460	0019177320	0019185390	0019194640	0019202530
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0019147410	0019155340	0019163100	0019171100	0019177480	0019185440	0019194660	0019203230
0019147420	0019155500	0019163360	0019171130	0019177830	0019185550	0019194710	0019203260
0019147570	0019155760	0019163370	0019171140	0019177890	0019185880	0019194810	0019203270
0019147630	0019155770	0019163390	0019171160	0019178170	0019186030	0019194830	0019203290
0019147690	0019156040	0019163400	0019171320	0019178320	0019186160	0019195230	0019203300
0019147810	0019156390	0019163530	0019171330	0019178680	0019186240	0019195270	0019203600
0019147880	0019156400	0019163560	0019171510	0019178710	0019186300	0019195300	0019204040
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0019148280	0019156560	0019163760	0019171710	0019178950	0019186480	0019195450	0019204150
0019148450	0019156650	0019163860	0019171770	0019179040	0019186490	0019195670	0019204170
0019148610	0019156700	0019163930	0019171820	0019179150	0019186500	0019195940	0019204180
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0019148860	0019156930	0019164160	0019172120	0019179330	0019187210	0019196270	0019204400
0019148930	0019156940	0019164170	0019172140	0019179340	0019187510	0019196310	0019204440
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0019149250	0019158120	0019165160	0019172490	0019180040	0019188100	0019196810	0019205630
0019149290	0019158200	0019165180	0019172640	0019180140	0019188110	0019197390	0019205650
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0019152980	0019161680	0019169570	0019176380	0019184170	0019193260	0019201290	0019209910
0019153030	0019161880	0019169630	0019176500	0019184240	0019193540	0019201630	0019209930
0019153070	0019161950	0019169850	0019176510	0019184300	0019193660	0019201640	0019210040
0019153120	0019162160	0019169940	0019176560	0019184420	0019193740	0019201690	0019210080
0019153390	0019162210	0019169950	0019176660	0019184440	0019193920	0019201770	0019210280
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0019153910	0019162610	0019170040	0019176750	0019184590	0019194130	0019201940	0019210350
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0019211730	0019218420	0019224730	0019231320	0019237030	0019244060	0019251250	0019258090
0019211740	0019218460	0019224830	0019231330	0019237580	0019244570	0019251270	0019258180
0019211790	0019218600	0019224920	0019231410	0019237620	0019244620	0019251360	0019258300
0019211800	0019219080	0019225150	0019231440	0019237950	0019244630	0019251440	0019258470
0019211850	0019219370	0019225180	0019231510	0019237990	0019244650	0019251620	0019258490
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0019217410	0019223670	0019229970	0019235790	0019243080	0019250220	0019257060	0019263580
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0019218020	0019224070	0019230710	0019236470	0019243420	0019250950	0019257300	0019264380
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0019264930	0019271420	0019277600	0019282610	0019290410	0019295340	0019300650	0019308330
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0019265650	0019271760	0019277940	0019283290	0019290840	0019296310	0019301320	0019308690
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0019266090	0019271970	0019278160	0019283350	0019290920	0019296620	0019301420	0019308840
0019266290	0019272140	0019278170	0019283380	0019291140	0019296640	0019301440	0019308860
0019266310	0019272180	0019278180	0019283470	0019291150	0019296680	0019301520	0019308900
0019266420	0019272300	0019278200	0019283480	0019291180	0019296710	0019301950	0019308930
0019266440	0019272470	0019278230	0019283500	0019291200	0019296720	0019301980	0019309190
0019266520	0019272950	0019278490	0019283530	0019291240	0019296730	0019302220	0019309200
0019266530	0019273250	0019278510	0019283680	0019291530	0019296780	0019302250	0019309210
0019266570	0019273270	0019278520	0019283690	0019291740	0019297390	0019302350	0019309220
0019266670	0019273280	0019278530	0019283700	0019291850	0019297400	0019302360	0019309230
0019266690	0019273370	0019278550	0019283780	0019291870	0019297450	0019302400	0019309640
0019266700	0019273410	0019278570	0019283930	0019291960	0019297520	0019302490	0019309700
0019266710	0019273520	0019278580	0019283990	0019292040	0019297530	0019302820	0019309910
0019266750	0019273720	0019278590	0019284280	0019292050	0019297560	0019302890	0019309940
0019266770	0019273750	0019278710	0019284300	0019292060	0019297640	0019302920	0019310170
0019266780	0019273780	0019278780	0019284460	0019292160	0019297950	0019302960	0019310230
0019267120	0019274070	0019278960	0019284480	0019292190	0019298010	0019303230	0019310270
0019267410	0019274110	0019279050	0019284620	0019292200	0019298320	0019303330	0019310310
0019267440	0019274170	0019279270	0019284770	0019292230	0019298370	0019303340	0019310480
0019267700	0019274200	0019279300	0019284890	0019292270	0019298380	0019303420	0019310550
0019267730	0019274350	0019279400	0019285020	0019292330	0019298390	0019303640	0019310960
0019268000	0019274780	0019279480	0019285130	0019292340	0019298430	0019303690	0019311020
0019268250	0019274950	0019279790	0019285150	0019292350	0019298500	0019303820	0019311140
0019268280	0019275060	0019279810	0019285290	0019292360	0019298540	0019304090	0019311170
0019268420	0019275220	0019279860	0019285410	0019292380	0019298570	0019304260	0019311230
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0019268780	0019275490	0019280150	0019286430	0019292750	0019298710	0019304840	0019311870
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0019268850	0019275680	0019280180	0019286520	0019293050	0019298740	0019304870	0019312140
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0019269030	0019275940	0019280330	0019286840	0019293360	0019298830	0019305660	0019312820
0019269140	0019275950	0019280410	0019286850	0019293390	0019298950	0019305680	0019312850
0019269240	0019275960	0019280670	0019286920	0019293440	0019299010	0019305910	0019312870
0019269440	0019276180	0019280700	0019287540	0019293520	0019299120	0019305920	0019312880
0019269480	0019276190	0019281160	0019287560	0019293610	0019299130	0019306220	0019313110
0019269530	0019276230	0019281260	0019287640	0019293620	0019299250	0019306370	0019313170
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0019269710	0019276430	0019281520	0019288040	0019293690	0019299690	0019306390	0019313260
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0019269970	0019276650	0019281650	0019288210	0019294130	0019299950	0019306960	0019313490
0019270000	0019276690	0019281790	0019288280	0019294200	0019300060	0019306970	0019313500
0019270020	0019276700	0019281850	0019288420	0019294350	0019300070	0019307150	0019313690
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0019270190	0019276820	0019281910	0019288540	0019294430	0019300230	0019307240	0019313720
0019270300	0019276890	0019281960	0019288670	0019294460	0019300290	0019307710	0019313890
0019270350	0019276990	0019282010	0019288750	0019294510	0019300400	0019307770	0019313980
0019270470	0019277050	0019282060	0019289390	0019294630	0019300420	0019308020	0019314060
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0019270610	0019277250	0019282490	0019289540	0019294740	0019300470	0019308160	0019314250
0019271220	0019277410	0019282500	0019289700	0019295090	0019300500	0019308200	0019314260
0019271270	0019277460	0019282550	0019289860	0019295320	0019300600	0019308230	0019314330
0019271330	0019277560	0019282590	0019290020	0019295330	0019300640	0019308250	0019314340

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0019314360	0019320770	0019327500	0019333110	0019341070	0019347140	0019353410	0019359630
0019314410	0019320780	0019327510	0019333130	0019341220	0019347490	0019353440	0019360020
0019314440	0019321170	0019327590	0019333540	0019341400	0019347520	0019353450	0019360180
0019314520	0019321200	0019327640	0019333550	0019341410	0019347530	0019353490	0019360190
0019314540	0019321230	0019327660	0019333590	0019341540	0019347580	0019353630	0019360230
0019314550	0019321300	0019327770	0019333660	0019341630	0019347590	0019353800	0019360240
0019314620	0019321310	0019327820	0019334250	0019341850	0019347680	0019353870	0019360370
0019314690	0019321400	0019327890	0019334310	0019341860	0019347690	0019353920	0019360430
0019314740	0019321550	0019328040	0019334340	0019341870	0019347710	0019354060	0019360460
0019314820	0019321560	0019328110	0019334580	0019341920	0019347850	0019354220	0019360480
0019314840	0019321570	0019328340	0019334590	0019342170	0019347880	0019354280	0019360590
0019314880	0019321580	0019328350	0019334670	0019342180	0019347960	0019354360	0019360660
0019314890	0019321690	0019328440	0019334780	0019342860	0019348210	0019354680	0019360710
0019315060	0019321850	0019328470	0019334930	0019342870	0019348220	0019354720	0019360860
0019315070	0019321910	0019328520	0019334990	0019343010	0019348230	0019355000	0019361320
0019315090	0019322030	0019328530	0019335220	0019343220	0019348300	0019355090	0019361330
0019315100	0019322070	0019328590	0019335570	0019343350	0019348310	0019355290	0019361390
0019315120	0019322090	0019328760	0019335580	0019343360	0019348350	0019355320	0019361430
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0019315230	0019322450	0019329040	0019335670	0019343440	0019348520	0019355360	0019361590
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0019315900	0019323680	0019329560	0019336140	0019343980	0019348850	0019355870	0019362040
0019316130	0019324000	0019329620	0019336210	0019343990	0019349050	0019355990	0019362050
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0019316500	0019324260	0019330240	0019336280	0019344050	0019349340	0019356170	0019362560
0019316550	0019324270	0019330250	0019336430	0019344070	0019349480	0019356210	0019362830
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0019316630	0019324400	0019330330	0019336840	0019344320	0019349670	0019356240	0019362990
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0019316900	0019324490	0019330550	0019337450	0019344640	0019349760	0019356430	0019363250
0019317260	0019324580	0019330620	0019337540	0019344800	0019349830	0019356750	0019363430
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0019317450	0019324870	0019330720	0019337990	0019345090	0019350160	0019357170	0019363710
0019317500	0019325250	0019330730	0019338120	0019345310	0019350170	0019357420	0019363760
0019317600	0019325270	0019330760	0019338150	0019345490	0019350360	0019357600	0019364110
0019317790	0019325290	0019330830	0019338230	0019345510	0019350410	0019357650	0019364220
0019317890	0019325430	0019330840	0019338500	0019345530	0019350420	0019357710	0019364320
0019317930	0019325450	0019330950	0019338510	0019345580	0019350600	0019357830	0019364540
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0019318800	0019326550	0019331540	0019339690	0019346460	0019351520	0019358660	0019365420
0019319300	0019326620	0019331590	0019339780	0019346660	0019351700	0019358670	0019365510
0019319330	0019326700	0019331960	0019339820	0019346670	0019351810	0019358800	0019365530
0019319350	0019326780	0019331990	0019340170	0019346720	0019351930	0019358810	0019365800
0019319600	0019326800	0019332220	0019340310	0019346730	0019352050	0019358970	0019365890
0019319610	0019326810	0019332260	0019340320	0019346750	0019352500	0019359000	0019365920
0019319640	0019327030	0019332550	0019340510	0019346760	0019352670	0019359100	0019365950
0019319770	0019327050	0019332610	0019340580	0019346780	0019352680	0019359190	0019366060
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0019320070	0019327110	0019332650	0019340630	0019346960	0019353120	0019359420	0019366140
0019320700	0019327170	0019332700	0019340890	0019347110	0019353210	0019359480	0019366320
0019320730	0019327370	0019332910	0019340910	0019347120	0019353230	0019359560	0019366630
0019320740	0019327450	0019333070	0019340920	0019347130	0019353240	0019359610	0019366660

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0019366670	0019372670	0019379760	0019386090	0019392620	0019398720	0019405590	0019411430
0019366680	0019372760	0019379980	0019386140	0019392710	0019398840	0019405600	0019411550
0019366840	0019372840	0019380070	0019386600	0019392770	0019398870	0019405660	0019411900
0019366920	0019372870	0019380160	0019386750	0019392880	0019399180	0019405720	0019411980
0019367060	0019372930	0019380170	0019386880	0019392890	0019399230	0019405780	0019412030
0019367090	0019372940	0019380210	0019387040	0019392900	0019399390	0019405910	0019412040
0019367110	0019373060	0019380220	0019387060	0019393340	0019399400	0019406230	0019412060
0019367170	0019373120	0019380310	0019387070	0019393530	0019399410	0019406330	0019412200
0019367270	0019373200	0019380440	0019387100	0019393550	0019399670	0019406340	0019412240
0019367290	0019373350	0019380670	0019387180	0019393690	0019399730	0019406440	0019412400
0019367300	0019373530	0019380720	0019387260	0019393730	0019399820	0019406530	0019412570
0019367720	0019373540	0019381120	0019387280	0019393760	0019399940	0019406580	0019412710
0019367770	0019373570	0019381280	0019387450	0019394040	0019399970	0019406590	0019412810
0019367890	0019373770	0019381290	0019387460	0019394060	0019400170	0019406650	0019412930
0019367980	0019373850	0019381420	0019387520	0019394100	0019400190	0019406670	0019412980
0019367990	0019373900	0019381480	0019387610	0019394150	0019400200	0019406920	0019413160
0019368020	0019373930	0019381500	0019387700	0019394220	0019400230	0019406950	0019413170
0019368080	0019374010	0019381560	0019387920	0019394480	0019400750	0019407250	0019413220
0019368110	0019374250	0019381710	0019388160	0019394500	0019400960	0019407260	0019413570
0019368120	0019374690	0019381720	0019388180	0019394830	0019401020	0019407390	0019413650
0019368130	0019375080	0019381810	0019388280	0019395050	0019401030	0019407480	0019413710
0019368140	0019375300	0019381820	0019388310	0019395090	0019401100	0019407540	0019413720
0019368430	0019375320	0019381890	0019388340	0019395130	0019401310	0019407550	0019413730
0019368580	0019375450	0019381910	0019388350	0019395210	0019401410	0019407560	0019413740
0019368760	0019375480	0019382020	0019388410	0019395270	0019401540	0019407630	0019413970
0019369020	0019375490	0019382060	0019388460	0019395280	0019401570	0019407840	0019414230
0019369080	0019375560	0019382150	0019388550	0019395460	0019401680	0019407950	0019414560
0019369140	0019375840	0019382260	0019388630	0019395490	0019401750	0019408040	0019414660
0019369150	0019375990	0019382270	0019388660	0019395500	0019401890	0019408350	0019414670
0019369180	0019376300	0019382310	0019388780	0019395530	0019401910	0019408360	0019414820
0019369190	0019376380	0019382660	0019388920	0019395620	0019402030	0019408420	0019415020
0019369210	0019376480	0019382720	0019389010	0019395670	0019402060	0019408470	0019415090
0019369220	0019376540	0019383050	0019389090	0019395680	0019402290	0019408500	0019415190
0019369290	0019376550	0019383060	0019389230	0019395780	0019402580	0019408510	0019415510
0019369300	0019376710	0019383170	0019389240	0019395840	0019402630	0019408530	0019415600
0019369620	0019376880	0019383180	0019389250	0019395910	0019402640	0019408740	0019415610
0019369680	0019377200	0019383190	0019389300	0019395920	0019402720	0019408810	0019415620
0019369730	0019377220	0019383480	0019389390	0019396300	0019402890	0019408870	0019415700
0019370050	0019377230	0019383520	0019389470	0019396310	0019402930	0019408880	0019415750
0019370140	0019377340	0019383700	0019389530	0019396320	0019403060	0019408890	0019415760
0019370190	0019377400	0019383880	0019389540	0019396550	0019403150	0019408940	0019415850
0019370390	0019377460	0019383960	0019389550	0019396710	0019403180	0019408950	0019415970
0019370440	0019377570	0019384000	0019389810	0019396910	0019403290	0019408970	0019416120
0019370850	0019377610	0019384020	0019389930	0019397060	0019403540	0019408980	0019416150
0019370870	0019377630	0019384130	0019390170	0019397200	0019403590	0019409040	0019416170
0019371040	0019377650	0019384180	0019390210	0019397440	0019403770	0019409470	0019416210
0019371070	0019377870	0019384240	0019390260	0019397460	0019403780	0019409480	0019416220
0019371100	0019377880	0019384390	0019390270	0019397510	0019403970	0019409490	0019416310
0019371360	0019377940	0019384510	0019390440	0019397630	0019404150	0019409560	0019416320
0019371410	0019377980	0019384520	0019390840	0019397650	0019404290	0019409680	0019416370
0019371540	0019378270	0019384530	0019390900	0019397710	0019404500	0019409690	0019416420
0019371690	0019378360	0019384600	0019390910	0019397720	0019404610	0019409710	0019416430
0019371700	0019378720	0019384720	0019390990	0019397790	0019404630	0019410020	0019416830
0019371910	0019378730	0019384850	0019391170	0019397800	0019404760	0019410130	0019416840
0019372030	0019378930	0019384870	0019391370	0019397900	0019404800	0019410220	0019416850
0019372050	0019379130	0019384990	0019391380	0019397950	0019404880	0019410480	0019416870
0019372150	0019379160	0019385010	0019391580	0019398150	0019404930	0019410780	0019416910
0019372370	0019379330	0019385060	0019391620	0019398160	0019404950	0019410960	0019416920
0019372430	0019379550	0019385580	0019391710	0019398250	0019405060	0019410970	0019416970
0019372490	0019379560	0019385610	0019391780	0019398260	0019405110	0019411030	0019417300
0019372540	0019379690	0019385670	0019391880	0019398320	0019405530	0019411250	0019417310
0019372660	0019379730	0019385730	0019392490	0019398610	0019405540	0019411420	0019417390

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0019417440	0019422520	0019429380	0019435040	0019441960	0019447690	0019452730	0019458490
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0019417520	0019423000	0019429600	0019435600	0019442240	0019447790	0019452980	0019458770
0019417530	0019423040	0019429630	0019435660	0019442460	0019447820	0019453000	0019458830
0019417550	0019423260	0019429640	0019435720	0019442480	0019447830	0019453110	0019458870
0019417650	0019423620	0019429830	0019435960	0019442660	0019447870	0019453160	0019458920
0019417840	0019423690	0019430030	0019435970	0019442710	0019447920	0019453390	0019458970
0019417990	0019423800	0019430040	0019435980	0019442780	0019447990	0019453440	0019459100
0019418130	0019423830	0019430180	0019436030	0019442820	0019448020	0019453480	0019459110
0019418150	0019423870	0019430190	0019436060	0019442860	0019448180	0019453610	0019459400
0019418200	0019424360	0019430390	0019436080	0019443040	0019448210	0019453960	0019459530
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0019418290	0019424700	0019430610	0019436190	0019443350	0019448320	0019454120	0019459620
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0019464790	0019471300	0019476710	0019482350	0019487650	0019492630	0019498460	0019503680
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0019509660	0019515350	0019520800	0019525450	0019531710	0019536770	0019541850	0019547940
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0019514370	0019519260	0019524520	0019530690	0019536150	0019541000	0019547060	0019552370
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0019553390	0019559390	0019564270	0019569700	0019580960	0019604450	0019625340	0019950850
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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0020061640	0020065200	0020068800	0020073660	0020077540	0020082150	0020085750	0020089750
0020061650	0020065320	0020068870	0020073700	0020077600	0020082320	0020085760	0020089770
0020061670	0020065460	0020068930	0020073740	0020077630	0020082390	0020085800	0020090190
0020061760	0020065490	0020068940	0020073890	0020077650	0020082400	0020085820	0020090210
0020061780	0020065500	0020069110	0020073900	0020077720	0020082410	0020085910	0020090310
0020061790	0020065550	0020069130	0020073910	0020077760	0020082500	0020086000	0020090360
0020061800	0020065560	0020069270	0020074000	0020077790	0020082560	0020086030	0020090490
0020061850	0020065610	0020069280	0020074010	0020077800	0020082600	0020086050	0020090550
0020061890	0020065620	0020069330	0020074020	0020077810	0020082670	0020086090	0020090650
0020061900	0020065630	0020069440	0020074140	0020077840	0020082880	0020086230	0020090680
0020061920	0020065700	0020069500	0020074170	0020077950	0020082890	0020086320	0020090720
0020062030	0020065810	0020069550	0020074240	0020078150	0020082900	0020086330	0020090790
0020062070	0020065840	0020069660	0020074260	0020078210	0020082950	0020086370	0020090880
0020062090	0020065850	0020069760	0020074360	0020078220	0020083060	0020086430	0020091040
0020062180	0020066330	0020069910	0020074390	0020078280	0020083070	0020086450	0020091060
0020062190	0020066350	0020069980	0020074570	0020078290	0020083120	0020086510	0020091090
0020062200	0020066370	0020070020	0020074620	0020078300	0020083130	0020086540	0020091310

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0020091330	0020095670	0020099870	0020104100	0020107620	0020111220	0020114720	0020118130
0020091350	0020095710	0020099880	0020104160	0020107660	0020111310	0020114770	0020118250
0020091400	0020095950	0020100100	0020104200	0020107670	0020111380	0020114800	0020118300
0020091670	0020096020	0020100120	0020104220	0020107700	0020111410	0020114820	0020118330
0020091700	0020096040	0020100150	0020104230	0020107710	0020111490	0020114870	0020118380
0020091780	0020096130	0020100270	0020104250	0020107740	0020111530	0020114880	0020118520
0020091800	0020096210	0020100400	0020104380	0020107750	0020111630	0020114910	0020118540
0020091810	0020096220	0020100410	0020104390	0020107780	0020111790	0020115000	0020118690
0020091830	0020096250	0020100470	0020104430	0020107790	0020111840	0020115010	0020118700
0020091880	0020096260	0020100510	0020104480	0020107850	0020111940	0020115020	0020118710
0020091920	0020096270	0020100660	0020104520	0020107960	0020111950	0020115040	0020118740
0020091950	0020096460	0020100810	0020104630	0020108150	0020111990	0020115080	0020118920
0020092110	0020096480	0020100870	0020104670	0020108160	0020112010	0020115110	0020119010
0020092130	0020096700	0020100910	0020104730	0020108170	0020112030	0020115130	0020119020
0020092160	0020096810	0020100950	0020104820	0020108220	0020112100	0020115220	0020119300
0020092320	0020096850	0020100960	0020104830	0020108230	0020112110	0020115270	0020119310
0020092400	0020096870	0020100970	0020104930	0020108260	0020112120	0020115280	0020119330
0020092410	0020096910	0020100980	0020104960	0020108300	0020112130	0020115550	0020119340
0020092510	0020096980	0020101040	0020105040	0020108320	0020112270	0020115640	0020119370
0020092520	0020096990	0020101190	0020105050	0020108350	0020112440	0020115730	0020119390
0020092630	0020097020	0020101200	0020105060	0020108360	0020112530	0020115760	0020119450
0020092650	0020097130	0020101210	0020105090	0020108450	0020112540	0020115860	0020119460
0020092850	0020097160	0020101230	0020105120	0020108580	0020112550	0020115980	0020119500
0020092960	0020097190	0020101280	0020105130	0020108630	0020112580	0020116000	0020119520
0020092970	0020097310	0020101380	0020105190	0020108710	0020112910	0020116070	0020119530
0020093140	0020097320	0020101390	0020105230	0020108840	0020112950	0020116190	0020119600
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0020093350	0020097450	0020101420	0020105320	0020108900	0020113000	0020116230	0020119630
0020093360	0020097490	0020101500	0020105490	0020108980	0020113030	0020116250	0020119750
0020093370	0020097510	0020101530	0020105600	0020109030	0020113040	0020116280	0020119770
0020093530	0020097660	0020101560	0020105620	0020109040	0020113120	0020116420	0020119790
0020093580	0020097800	0020101580	0020105790	0020109090	0020113130	0020116430	0020119800
0020093690	0020097850	0020101620	0020105800	0020109410	0020113200	0020116450	0020119830
0020093740	0020098120	0020101640	0020105850	0020109480	0020113220	0020116460	0020119920
0020093770	0020098130	0020101680	0020106020	0020109490	0020113230	0020116500	0020119990
0020093880	0020098170	0020101810	0020106030	0020109620	0020113240	0020116540	0020120170
0020093900	0020098180	0020101820	0020106070	0020109710	0020113280	0020116630	0020120200
0020093990	0020098240	0020101870	0020106140	0020109840	0020113430	0020116690	0020120280
0020094000	0020098290	0020102240	0020106150	0020110000	0020113460	0020116830	0020120380
0020094110	0020098430	0020102290	0020106190	0020110010	0020113550	0020116890	0020120460
0020094190	0020098440	0020102390	0020106230	0020110020	0020113600	0020116910	0020120470
0020094210	0020098650	0020102420	0020106410	0020110030	0020113670	0020116940	0020120480
0020094480	0020098700	0020102440	0020106430	0020110040	0020113700	0020117030	0020120550
0020094500	0020098810	0020102530	0020106530	0020110080	0020113720	0020117050	0020120570
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0020094770	0020098870	0020102890	0020106640	0020110250	0020113820	0020117170	0020120720
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0020094990	0020099380	0020103350	0020106720	0020110550	0020113960	0020117360	0020120900
0020095040	0020099460	0020103360	0020106970	0020110560	0020113970	0020117450	0020120910
0020095100	0020099490	0020103370	0020107050	0020110690	0020114000	0020117560	0020121110
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0020095170	0020099620	0020103730	0020107480	0020110820	0020114370	0020117910	0020121260
0020095230	0020099630	0020103770	0020107490	0020111110	0020114390	0020117960	0020121270
0020095260	0020099640	0020103870	0020107500	0020111120	0020114450	0020117990	0020121290
0020095320	0020099650	0020103960	0020107570	0020111170	0020114510	0020118020	0020121440
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0020095580	0020099850	0020104030	0020107600	0020111210	0020114610	0020118120	0020121820

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0020121850	0020126010	0020129670	0020133920	0020137010	0020141430	0020145350	0020148920
0020121920	0020126050	0020129790	0020133980	0020137020	0020141440	0020145590	0020148970
0020121930	0020126130	0020129800	0020133990	0020137080	0020141460	0020145600	0020149000
0020121950	0020126160	0020129820	0020134030	0020137130	0020141470	0020145630	0020149020
0020122260	0020126170	0020129990	0020134040	0020137140	0020141690	0020145860	0020149040
0020122270	0020126190	0020130000	0020134060	0020137150	0020141720	0020145890	0020149080
0020122320	0020126340	0020130050	0020134170	0020137250	0020141730	0020145960	0020149110
0020122580	0020126470	0020130090	0020134190	0020137570	0020141740	0020145970	0020149210
0020122710	0020126580	0020130100	0020134260	0020137580	0020141770	0020146030	0020149220
0020122770	0020126620	0020130220	0020134310	0020137640	0020141910	0020146110	0020149430
0020122850	0020126650	0020130230	0020134400	0020137760	0020141930	0020146190	0020149530
0020122860	0020126730	0020130310	0020134410	0020137770	0020141960	0020146290	0020149540
0020123030	0020126890	0020130390	0020134420	0020137780	0020142080	0020146300	0020149580
0020123050	0020126900	0020130490	0020134440	0020137820	0020142120	0020146350	0020149930
0020123060	0020126910	0020130680	0020134450	0020137830	0020142360	0020146400	0020149960
0020123340	0020126920	0020130700	0020134490	0020137910	0020142460	0020146450	0020150040
0020123350	0020126940	0020130710	0020134520	0020138190	0020142530	0020146470	0020150070
0020123480	0020127000	0020130970	0020134540	0020138200	0020142540	0020146490	0020150100
0020123490	0020127200	0020131050	0020134550	0020138230	0020142550	0020146500	0020150150
0020123500	0020127270	0020131110	0020134620	0020138240	0020142790	0020146510	0020150180
0020123540	0020127320	0020131150	0020134630	0020138270	0020142820	0020146530	0020150320
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0020124080	0020127620	0020131710	0020134960	0020138920	0020143340	0020146960	0020150670
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0020124290	0020127810	0020131850	0020135180	0020139010	0020143390	0020147160	0020150730
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0020124410	0020127880	0020132030	0020135290	0020139530	0020143720	0020147400	0020150990
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0020125090	0020128900	0020132490	0020136270	0020140520	0020144280	0020148240	0021000680
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0020125590	0020129220	0020133080	0020136560	0020141200	0020144700	0020148620	0021001160
0020125630	0020129320	0020133130	0020136640	0020141240	0020144770	0020148640	0021001170
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0020125970	0020129630	0020133890	0020136960	0020141420	0020145310	0020148910	0021001710

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0021001890	0021007830	0021013450	0021017400	0021023790	0021030270	0021035730	0021040260
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0021002100	0021007880	0021013600	0021017750	0021023900	0021030300	0021035780	0021040460
0021002380	0021007940	0021013610	0021017950	0021024270	0021030330	0021035940	0021040470
0021002390	0021007970	0021013630	0021018040	0021024400	0021030350	0021036080	0021040740
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0021002420	0021008090	0021013940	0021018540	0021024490	0021030840	0021036280	0021040760
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0021003070	0021008420	0021014410	0021019050	0021024770	0021031270	0021036880	0021041090
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0021003180	0021008650	0021014620	0021019200	0021025020	0021031290	0021037010	0021041270
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0021003230	0021008740	0021014740	0021019340	0021025160	0021031490	0021037340	0021041820
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0021005690	0021011390	0021016380	0021021360	0021028470	0021033680	0021038750	0021044460
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0021006200	0021011970	0021016720	0021022020	0021028790	0021034130	0021039240	0021044990
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0021006380	0021012140	0021016750	0021022090	0021028820	0021034300	0021039290	0021045010
0021006440	0021012350	0021016770	0021022200	0021028840	0021034310	0021039350	0021045050
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0021006990	0021012450	0021016950	0021022790	0021029390	0021034970	0021039570	0021045390
0021007180	0021012670	0021017060	0021023010	0021029520	0021034990	0021039580	0021045410
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0021007670	0021012840	0021017150	0021023600	0021029900	0021035330	0021039730	0021045640
0021007730	0021013210	0021017240	0021023730	0021029930	0021035340	0021039830	0021045690
0021007790	0021013350	0021017250	0021023740	0021029940	0021035350	0021039960	0021045790
0021007800	0021013420	0021017370	0021023750	0021030120	0021035660	0021040180	0021045820

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0021045860	0021051540	0021055420	0021059670	0021064640	0021069170	0021075580	0021081240
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0021046170	0021051800	0021055510	0021059750	0021064870	0021069530	0021075810	0021081820
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0021046560	0021051840	0021055760	0021059810	0021064950	0021069990	0021075870	0021081900
0021046690	0021052040	0021055880	0021059910	0021064960	0021070110	0021076070	0021082010
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0021047180	0021052380	0021056180	0021060450	0021065340	0021070560	0021076480	0021082380
0021047190	0021052440	0021056230	0021060570	0021065370	0021070800	0021076610	0021082590
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0021047980	0021053040	0021056640	0021061020	0021065640	0021071680	0021077320	0021083400
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0021048360	0021053180	0021056940	0021061930	0021065980	0021071940	0021079130	0021084190
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0021048470	0021053310	0021057030	0021062000	0021066090	0021072390	0021079230	0021084240
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0021051130	0021054610	0021059000	0021063820	0021068480	0021074330	0021081050	0021086160
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0021086990	0021091540	0021096120	0021102000	0021107030	0021111890	0021116720	0022001790
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0021087410	0021091700	0021096310	0021102280	0021107150	0021112070	0021116780	0022001940
0021087690	0021091770	0021096440	0021102290	0021107160	0021112200	0021117380	0022001950
0021087760	0021091780	0021096450	0021102400	0021107170	0021112320	0021117400	0022001980
0021087830	0021091880	0021096460	0021102420	0021107260	0021112500	0021117410	0022002000
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0021088060	0021091960	0021096520	0021102930	0021107420	0021112790	0021117680	0022002640
0021088110	0021091970	0021096570	0021103020	0021107530	0021112840	0021117850	0022002650
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0021088190	0021092140	0021096610	0021103100	0021107740	0021112920	0021118080	0022002720
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0021091020	0021095430	0021100360	0021106020	0021110870	0021115790	0022000770	0022006540
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0021091120	0021095840	0021100700	0021106280	0021111160	0021116170	0022001260	0022006690
0021091140	0021095860	0021100740	0021106420	0021111250	0021116180	0022001270	0022006840
0021091360	0021095870	0021100750	0021106590	0021111420	0021116190	0022001280	0022006950
0021091430	0021095980	0021100760	0021106680	0021111510	0021116220	0022001470	0022007060
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0021091510	0021096060	0021101370	0021106840	0021111630	0021116560	0022001580	0022007180
0021091520	0021096070	0021101820	0021106890	0021111750	0021116640	0022001680	0022007270
0021091530	0021096110	0021101880	0021106930	0021111760	0021116650	0022001760	0022007530

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0022007580	0022011560	0022016310	0022022820	0022028460	0022033250	0022038890	0022043110
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0022007900	0022011700	0022016570	0022022910	0022028720	0022033550	0022039000	0022043390
0022007910	0022011750	0022016700	0022022990	0022028840	0022033750	0022039040	0022043460
0022008100	0022011800	0022016780	0022023080	0022028850	0022033790	0022039360	0022043620
0022008130	0022012000	0022016880	0022023090	0022028880	0022033860	0022039380	0022043740
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0022008480	0022012640	0022017780	0022023720	0022029270	0022034530	0022040070	0022044230
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0022008640	0022012750	0022017900	0022024030	0022029360	0022034710	0022040330	0022044370
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0022009450	0022014100	0022019540	0022025760	0022030750	0022035960	0022041440	0022045410
0022009460	0022014170	0022019850	0022025810	0022030760	0022036250	0022041520	0022045680
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0022009580	0022014270	0022019920	0022025870	0022031080	0022036390	0022041560	0022045940
0022009660	0022014320	0022020340	0022025940	0022031360	0022036400	0022041620	0022046000
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0022011390	0022016160	0022022150	0022028320	0022033160	0022038600	0022042990	0022048090
0022011440	0022016260	0022022280	0022028330	0022033170	0022038720	0022043000	0022048210
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0022048390	0022053910	0022058100	0022062540	0022068090	0022072850	0022077120	0022083330
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0022049970	0022055110	0022059130	0022064270	0022069600	0022073490	0022079840	0022085160
0022050010	0022055150	0022059150	0022064370	0022069650	0022073570	0022079860	0022085380
0022050300	0022055280	0022059190	0022064450	0022069860	0022073780	0022079880	0022085420
0022050330	0022055380	0022059300	0022064510	0022069980	0022073790	0022079960	0022085430
0022050410	0022055480	0022059370	0022064540	0022070110	0022073800	0022080500	0022085440
0022050560	0022055530	0022059470	0022064700	0022070120	0022074050	0022080530	0022085450
0022050630	0022055540	0022059560	0022064740	0022070160	0022074060	0022080570	0022085510
0022050700	0022055650	0022059600	0022064770	0022070220	0022074070	0022080590	0022085550
0022050710	0022055830	0022059610	0022064810	0022070230	0022074100	0022080720	0022085690
0022050760	0022055940	0022059620	0022064860	0022070240	0022074250	0022080780	0022085730
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0022050860	0022056200	0022059690	0022065000	0022070300	0022074270	0022080860	0022085820
0022051110	0022056270	0022059730	0022065160	0022070360	0022074320	0022080990	0022085890
0022051240	0022056360	0022059770	0022065770	0022070470	0022074430	0022081050	0022085920
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0022051850	0022056530	0022059870	0022065790	0022070590	0022074560	0022081080	0022085990
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0022052170	0022056640	0022060310	0022066170	0022070890	0022074850	0022081790	0022086450
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0022052250	0022056700	0022060350	0022066220	0022071010	0022075060	0022082010	0022086600
0022052350	0022056730	0022060650	0022066420	0022071100	0022075190	0022082040	0022086610
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0022052450	0022056810	0022060700	0022066640	0022071170	0022075290	0022082150	0022086720
0022052470	0022057120	0022060710	0022066710	0022071270	0022075330	0022082160	0022086920
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0022052730	0022057270	0022061250	0022066920	0022071630	0022075660	0022082390	0022087200
0022052810	0022057320	0022061260	0022067010	0022071820	0022075790	0022082420	0022087290
0022052850	0022057330	0022061370	0022067050	0022071830	0022075880	0022082440	0022087400
0022052860	0022057360	0022061590	0022067260	0022071890	0022075920	0022082450	0022087500
0022052900	0022057390	0022061670	0022067320	0022071900	0022075940	0022082480	0022087570
0022053250	0022057590	0022062020	0022067460	0022071940	0022075950	0022082530	0022087870
0022053420	0022057740	0022062030	0022067520	0022071980	0022076030	0022082720	0022087890
0022053440	0022057820	0022062170	0022067530	0022072020	0022076080	0022082790	0022088050
0022053500	0022057910	0022062230	0022067540	0022072030	0022076300	0022082800	0022088110
0022053550	0022057920	0022062280	0022067610	0022072040	0022076310	0022082940	0022088120
0022053580	0022057960	0022062340	0022067750	0022072150	0022076520	0022082980	0022088140
0022053590	0022057990	0022062350	0022067870	0022072470	0022076710	0022083070	0022088170
0022053700	0022058040	0022062410	0022067880	0022072490	0022076760	0022083120	0022088300
0022053740	0022058060	0022062470	0022067890	0022072650	0022076800	0022083140	0022088440
0022053870	0022058090	0022062490	0022068060	0022072690	0022077070	0022083290	0022088470

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0022088530	0022095120	0022101280	0022106930	0022112500	0022117380	0022122570	0022127600
0022088540	0022095140	0022101370	0022107070	0022112510	0022117650	0022122720	0022127610
0022088560	0022095150	0022101400	0022107080	0022112520	0022117920	0022122900	0022127660
0022088570	0022095610	0022101490	0022107090	0022112530	0022117930	0022123000	0022127870
0022088590	0022095710	0022101500	0022107370	0022112590	0022118010	0022123020	0022128090
0022088770	0022095830	0022101640	0022107460	0022112620	0022118080	0022123030	0022128100
0022088850	0022096000	0022101820	0022107480	0022112640	0022118130	0022123050	0022128150
0022088940	0022096190	0022101870	0022107680	0022112670	0022118240	0022123340	0022128180
0022089280	0022096320	0022102030	0022107730	0022112680	0022118280	0022123580	0022128200
0022089530	0022096340	0022102290	0022107800	0022112750	0022118290	0022123600	0022128220
0022089690	0022096350	0022102300	0022108140	0022113020	0022118340	0022123650	0022128240
0022089770	0022096440	0022102370	0022108170	0022113030	0022118460	0022123710	0022128360
0022089800	0022096570	0022102400	0022108200	0022113080	0022118510	0022124000	0022128370
0022089820	0022096590	0022102610	0022108260	0022113100	0022118620	0022124060	0022128410
0022089850	0022096710	0022102680	0022108300	0022113120	0022118640	0022124070	0022128730
0022090040	0022096720	0022102710	0022108360	0022113270	0022118650	0022124080	0022128740
0022090410	0022096840	0022102720	0022108510	0022113280	0022118660	0022124170	0022128770
0022090570	0022096850	0022102740	0022108530	0022113360	0022118690	0022124180	0022128830
0022090670	0022097080	0022102790	0022108550	0022113490	0022118710	0022124190	0022128970
0022090740	0022097090	0022102810	0022108570	0022113580	0022118790	0022124240	0022129070
0022090840	0022097220	0022102870	0022108600	0022113590	0022118820	0022124260	0022129080
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0022091140	0022097650	0022103120	0022108970	0022114310	0022118970	0022124550	0022129260
0022091200	0022097750	0022103280	0022109060	0022114350	0022118980	0022124630	0022129420
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0022091930	0022097990	0022104020	0022109630	0022114730	0022119890	0022124890	0022129700
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0022092820	0022098430	0022104200	0022109890	0022114770	0022120190	0022125150	0022129880
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0022093170	0022098730	0022104650	0022110360	0022115510	0022120970	0022125240	0022130160
0022093240	0022098830	0022104730	0022110370	0022115700	0022120980	0022125280	0022130230
0022093260	0022098940	0022104760	0022110420	0022115710	0022121020	0022125340	0022130290
0022093340	0022098950	0022104770	0022110660	0022115790	0022121180	0022125380	0022130530
0022093390	0022099080	0022104830	0022110720	0022115930	0022121320	0022125500	0022130590
0022093460	0022099260	0022105110	0022110730	0022115970	0022121370	0022125610	0022130600
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0022093480	0022099370	0022105430	0022110780	0022115990	0022121560	0022125640	0022130690
0022093660	0022099400	0022105730	0022110790	0022116000	0022121670	0022125740	0022130720
0022093680	0022099470	0022105840	0022110840	0022116060	0022121680	0022125770	0022130800
0022093700	0022099510	0022105900	0022110850	0022116080	0022121760	0022125820	0022130820
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0022093800	0022099680	0022106090	0022111000	0022116210	0022121870	0022126030	0022131060
0022093810	0022099890	0022106100	0022111010	0022116230	0022121950	0022126250	0022131150
0022093960	0022099990	0022106110	0022111060	0022116260	0022121960	0022126290	0022131290
0022094120	0022100380	0022106160	0022111090	0022116330	0022121970	0022126320	0022131370
0022094370	0022100440	0022106190	0022111240	0022116460	0022122080	0022126670	0022131400
0022094570	0022100630	0022106260	0022111270	0022116520	0022122110	0022126740	0022131430
0022094580	0022100640	0022106470	0022111650	0022116980	0022122120	0022126880	0022131480
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0022094750	0022100960	0022106550	0022111810	0022117080	0022122310	0022127030	0022131990
0022094880	0022101040	0022106560	0022112090	0022117180	0022122420	0022127190	0022132000
0022095060	0022101180	0022106620	0022112410	0022117240	0022122510	0022127450	0022132030
0022095070	0022101230	0022106820	0022112420	0022117270	0022122520	0022127580	0022132040

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0022132170	0022139150	0022143710	0022148660	0022153590	0022158950	0022163960	0022168700
0022132180	0022139330	0022143770	0022148670	0022153600	0022159140	0022164070	0022168730
0022132190	0022139350	0022143830	0022148680	0022153660	0022159340	0022164390	0022168780
0022132230	0022139370	0022143890	0022148690	0022153770	0022159410	0022164400	0022168800
0022132870	0022139500	0022143920	0022148700	0022153960	0022159440	0022164480	0022168860
0022132960	0022139520	0022143970	0022148940	0022154030	0022159490	0022164550	0022168920
0022133010	0022139730	0022143980	0022148960	0022154100	0022159530	0022164590	0022168980
0022133110	0022139810	0022144040	0022148980	0022154120	0022159540	0022164640	0022168990
0022133150	0022139900	0022144190	0022149020	0022154260	0022159560	0022164650	0022169030
0022133260	0022139990	0022144260	0022149220	0022154610	0022159670	0022164750	0022169060
0022133390	0022140030	0022144270	0022149230	0022154620	0022159680	0022164920	0022169070
0022133400	0022140120	0022144280	0022149290	0022154630	0022159840	0022164960	0022169080
0022133500	0022140230	0022144460	0022149350	0022154800	0022160010	0022165030	0022169550
0022133770	0022140260	0022144720	0022149360	0022154980	0022160160	0022165310	0022169680
0022133870	0022140380	0022144780	0022149370	0022155100	0022160170	0022165490	0022169700
0022133880	0022140430	0022144860	0022149450	0022155180	0022160190	0022165500	0022169710
0022133950	0022140460	0022144870	0022149560	0022155200	0022160310	0022165560	0022169770
0022133230	0022140540	0022144940	0022149600	0022155210	0022160320	0022165610	0022169780
0022134540	0022140580	0022144990	0022149640	0022155270	0022160380	0022165630	0022169830
0022134590	0022140860	0022145100	0022149890	0022155390	0022160550	0022165690	0022170110
0022134830	0022140870	0022145110	0022149940	0022155410	0022160560	0022165700	0022170250
0022134860	0022141140	0022145120	0022150070	0022155570	0022161070	0022165810	0022170280
0022134920	0022141180	0022145130	0022150090	0022155600	0022161110	0022165840	0022170380
0022135010	0022141190	0022145160	0022150170	0022155630	0022161120	0022165860	0022170390
0022135180	0022141230	0022145260	0022150210	0022155640	0022161130	0022165870	0022170480
0022135380	0022141470	0022145300	0022150460	0022155650	0022161140	0022165990	0022170690
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0022135610	0022141520	0022145640	0022150650	0022155680	0022161420	0022166080	0022170910
0022135660	0022141530	0022145810	0022150660	0022156020	0022161430	0022166150	0022170920
0022135710	0022141770	0022145840	0022150670	0022156480	0022161440	0022166160	0022170940
0022135790	0022141790	0022145850	0022150680	0022156530	0022161490	0022166190	0022170990
0022135810	0022141820	0022145860	0022150730	0022156670	0022161760	0022166260	0022171020
0022135910	0022141880	0022145880	0022150750	0022156710	0022161810	0022166430	0022171050
0022135950	0022141900	0022145890	0022150760	0022156720	0022161840	0022166610	0022171170
0022136090	0022141970	0022145950	0022150870	0022156750	0022161890	0022166720	0022171190
0022136270	0022142070	0022146010	0022150910	0022156780	0022161930	0022166760	0022171210
0022136280	0022142090	0022146020	0022150920	0022156820	0022161940	0022166770	0022171280
0022136700	0022142160	0022146130	0022150940	0022156890	0022162100	0022166840	0022171600
0022136750	0022142200	0022146170	0022150990	0022156940	0022162340	0022166870	0022171620
0022136830	0022142210	0022146270	0022151100	0022157020	0022162420	0022166910	0022171690
0022137000	0022142220	0022146300	0022151150	0022157030	0022162490	0022166920	0022171930
0022137090	0022142270	0022146600	0022151200	0022157060	0022162650	0022166960	0022171990
0022137100	0022142390	0022146690	0022151280	0022157090	0022162700	0022167090	0022172000
0022137130	0022142400	0022146720	0022151440	0022157150	0022162780	0022167110	0022172170
0022137140	0022142570	0022146770	0022151490	0022157190	0022162800	0022167190	0022172340
0022137250	0022142630	0022146960	0022151640	0022157210	0022162910	0022167200	0022172400
0022137870	0022142660	0022147060	0022151660	0022157250	0022162920	0022167250	0022172410
0022137890	0022142700	0022147070	0022151810	0022157370	0022163140	0022167260	0022172430
0022137910	0022142730	0022147120	0022151860	0022157390	0022163170	0022167280	0022172510
0022137990	0022142760	0022147230	0022151920	0022157680	0022163200	0022167290	0022172590
0022138030	0022142810	0022147310	0022152330	0022157700	0022163300	0022167350	0022172640
0022138040	0022142840	0022147440	0022152500	0022157730	0022163330	0022167530	0022172650
0022138140	0022142970	0022147480	0022152720	0022157870	0022163390	0022167540	0022172710
0022138200	0022143100	0022147680	0022152860	0022157880	0022163510	0022167710	0022172800
0022138240	0022143130	0022147770	0022152880	0022158060	0022163520	0022168090	0022172870
0022138380	0022143290	0022147820	0022152960	0022158110	0022163590	0022168230	0022173140
0022138720	0022143340	0022147920	0022152990	0022158260	0022163600	0022168240	0022173160
0022138780	0022143430	0022148160	0022153130	0022158440	0022163680	0022168490	0022173180
0022138930	0022143490	0022148190	0022153330	0022158810	0022163690	0022168500	0022173290
0022139000	0022143510	0022148330	0022153380	0022158820	0022163740	0022168540	0022173350
0022139010	0022143530	0022148480	0022153390	0022158830	0022163910	0022168600	0022173400
0022139130	0022143700	0022148600	0022153430	0022158890	0022163950	0022168640	0022173530

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0022173620	0022178970	0022183000	0022187110	0022191250	0022196670	0022202160	0022206750
0022173640	0022178990	0022183100	0022187140	0022191320	0022196840	0022202240	0022206830
0022173770	0022179420	0022183130	0022187220	0022191500	0022196910	0022202310	0022206990
0022173830	0022179590	0022183140	0022187250	0022191720	0022196920	0022202330	0022207000
0022173930	0022179600	0022183160	0022187260	0022191730	0022197010	0022202390	0022207010
0022174000	0022179610	0022183180	0022187270	0022191780	0022197040	0022202400	0022207020
0022174020	0022179730	0022183190	0022187320	0022191860	0022197130	0022202420	0022207030
0022174050	0022179740	0022183230	0022187330	0022191970	0022197300	0022202470	0022207040
0022174110	0022179830	0022183320	0022187380	0022192000	0022197360	0022202500	0022207070
0022174200	0022179840	0022183370	0022187520	0022192030	0022197570	0022202570	0022207110
0022174240	0022179880	0022183430	0022187580	0022192090	0022197600	0022202750	0022207170
0022174390	0022179890	0022183500	0022187610	0022192140	0022197620	0022203130	0022207190
0022174470	0022179980	0022183540	0022187660	0022192300	0022197730	0022203170	0022207260
0022174530	0022180080	0022183590	0022187680	0022192570	0022197740	0022203260	0022207480
0022174580	0022180170	0022183600	0022187780	0022192650	0022197790	0022203360	0022207550
0022174640	0022180180	0022183690	0022187820	0022192790	0022197930	0022203370	0022207590
0022174660	0022180220	0022183720	0022187970	0022192950	0022197960	0022203490	0022207630
0022174720	0022180310	0022183770	0022188020	0022192960	0022198150	0022203620	0022207810
0022174880	0022180330	0022183790	0022188050	0022193020	0022198230	0022203630	0022207850
0022174890	0022180400	0022183870	0022188150	0022193210	0022198350	0022203660	0022207950
0022175120	0022180420	0022183890	0022188240	0022193410	0022198420	0022203690	0022208160
0022175150	0022180520	0022183910	0022188250	0022193450	0022198430	0022203700	0022208180
0022175160	0022180530	0022184120	0022188340	0022193460	0022198460	0022203710	0022208220
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0022175370	0022180920	0022184300	0022188410	0022193640	0022198670	0022203870	0022208270
0022175400	0022181030	0022184370	0022188480	0022193690	0022198740	0022203920	0022208330
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0022248160	0022252950	0022257560	0022262300	0022267860	0022272920	0022277920	0022280850
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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0022288830	0022293600	0022298100	0022301690	0022305510	0022309440	0022313960	0022318920
0022288840	0022293660	0022298160	0022301700	0022305520	0022309670	0022313970	0022319050
0022288860	0022293810	0022298200	0022301710	0022305580	0022309700	0022313990	0022319200
0022289040	0022293890	0022298220	0022301750	0022305590	0022309760	0022314070	0022319290
0022289090	0022293900	0022298230	0022301790	0022305640	0022310060	0022314220	0022319310
0022289190	0022294090	0022298310	0022301810	0022305700	0022310090	0022314230	0022319320
0022289260	0022294330	0022298330	0022301820	0022305710	0022310230	0022314310	0022319440
0022289270	0022294400	0022298360	0022301910	0022305890	0022310250	0022314360	0022319450
0022289300	0022294420	0022298590	0022301940	0022305900	0022310330	0022314430	0022319500
0022289320	0022294490	0022298660	0022301950	0022305930	0022310350	0022314680	0022319530
0022289350	0022294580	0022298720	0022302010	0022306190	0022310360	0022314730	0022319660
0022289360	0022294650	0022298740	0022302260	0022306250	0022310370	0022314950	0022319720
0022289380	0022294840	0022298770	0022302280	0022306270	0022310380	0022315000	0022319760

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0022319920	0022324550	0022329340	0022334240	0022340720	0022344760	0022349830	0022354160
0022320080	0022324570	0022329350	0022334250	0022340730	0022344910	0022350200	0022354170
0022320140	0022324670	0022329360	0022334390	0022340820	0022345010	0022350210	0022354330
0022320210	0022324680	0022329470	0022334410	0022340950	0022345090	0022350240	0022354730
0022320220	0022324720	0022329500	0022334650	0022340960	0022345120	0022350420	0022354740
0022320280	0022324760	0022329510	0022334700	0022341020	0022345240	0022350570	0022354900
0022320290	0022324870	0022329850	0022334870	0022341090	0022345360	0022350600	0022354960
0022320320	0022324980	0022329870	0022334880	0022341100	0022345400	0022350610	0022354970
0022320330	0022324990	0022329940	0022334910	0022341110	0022345670	0022350690	0022355130
0022320470	0022325030	0022329950	0022334920	0022341120	0022345680	0022350780	0022355160
0022320570	0022325180	0022329960	0022334990	0022341160	0022345750	0022350840	0022355320
0022320710	0022325190	0022329990	0022335150	0022341370	0022345760	0022350850	0022355330
0022320830	0022325270	0022330080	0022335160	0022341410	0022345770	0022350890	0022355390
0022320880	0022325620	0022330090	0022335170	0022341470	0022345870	0022351020	0022355400
0022320960	0022325650	0022330130	0022335180	0022341540	0022345920	0022351150	0022355460
0022320980	0022325700	0022330240	0022335190	0022341620	0022346000	0022351190	0022355480
0022321000	0022325850	0022330270	0022335360	0022341650	0022346300	0022351240	0022355590
0022321260	0022325880	0022330350	0022335670	0022341680	0022346400	0022351260	0022355600
0022321370	0022325920	0022330360	0022336010	0022341730	0022346420	0022351340	0022355610
0022321400	0022325990	0022330370	0022336040	0022341780	0022346470	0022351380	0022355630
0022321500	0022326380	0022330460	0022336130	0022342100	0022346480	0022351410	0022355700
0022321580	0022326430	0022330500	0022336230	0022342220	0022346600	0022351430	0022355710
0022321730	0022326550	0022330590	0022336610	0022342230	0022346700	0022351500	0022355730
0022321760	0022326560	0022330600	0022336620	0022342340	0022346720	0022351520	0022355850
0022321900	0022326570	0022330650	0022336670	0022342360	0022346830	0022351530	0022355870
0022321950	0022326580	0022330750	0022336680	0022342380	0022346840	0022351540	0022356030
0022321990	0022326590	0022330760	0022336770	0022342530	0022346850	0022351550	0022356040
0022322160	0022326920	0022330890	0022336890	0022342570	0022347230	0022351590	0022356100
0022322180	0022326960	0022330900	0022336910	0022342580	0022347340	0022351600	0022356140
0022322190	0022327000	0022330910	0022336920	0022342650	0022347350	0022351650	0022356270
0022322300	0022327350	0022330990	0022337250	0022342680	0022347380	0022351690	0022356370
0022322370	0022327570	0022331310	0022337360	0022342740	0022347390	0022351800	0022356430
0022322410	0022327580	0022331410	0022337530	0022342790	0022347400	0022351830	0022356500
0022322590	0022327590	0022331780	0022337600	0022342860	0022347550	0022351870	0022356570
0022322610	0022327840	0022331890	0022337750	0022342990	0022347830	0022351880	0022356640
0022322650	0022328060	0022331900	0022337830	0022343050	0022347860	0022351950	0022356650
0022322670	0022328070	0022331950	0022337840	0022343090	0022347870	0022352030	0022356750
0022322720	0022328180	0022332040	0022337920	0022343120	0022347880	0022352060	0022356860
0022322770	0022328190	0022332120	0022338050	0022343190	0022347980	0022352100	0022357380
0022322780	0022328240	0022332130	0022338130	0022343280	0022347990	0022352120	0022357410
0022322820	0022328260	0022332170	0022338200	0022343290	0022348090	0022352190	0022357430
0022322880	0022328310	0022332230	0022338240	0022343300	0022348100	0022352200	0022357440
0022322980	0022328370	0022332240	0022338270	0022343450	0022348160	0022352240	0022357470
0022323020	0022328410	0022332300	0022338450	0022343480	0022348260	0022352260	0022357490
0022323030	0022328500	0022332370	0022338460	0022343530	0022348350	0022352280	0022357560
0022323170	0022328510	0022332440	0022338580	0022343620	0022348440	0022352490	0022357600
0022323270	0022328560	0022332480	0022338790	0022343640	0022348490	0022352500	0022357690
0022323390	0022328570	0022332490	0022339130	0022343650	0022348860	0022352600	0022357840
0022323500	0022328580	0022332500	0022339190	0022343700	0022348910	0022352950	0022357920
0022323710	0022328690	0022332640	0022339290	0022343710	0022348940	0022352960	0022357940
0022323820	0022328820	0022332750	0022339370	0022343720	0022348950	0022352990	0022357960
0022323950	0022328840	0022332860	0022339620	0022343740	0022349110	0022353120	0022358080
0022323960	0022328870	0022333420	0022339630	0022343750	0022349120	0022353230	0022358090
0022324010	0022328960	0022333590	0022339660	0022343950	0022349170	0022353460	0022358110
0022324040	0022328980	0022333600	0022339940	0022343960	0022349280	0022353470	0022358120
0022324190	0022328990	0022333750	0022339950	0022344090	0022349440	0022353620	0022358140
0022324310	0022329030	0022333800	0022340180	0022344190	0022349500	0022353780	0022358150
0022324380	0022329100	0022333850	0022340190	0022344240	0022349570	0022353790	0022358270
0022324400	0022329230	0022333870	0022340230	0022344280	0022349720	0022353900	0022358290
0022324430	0022329260	0022333910	0022340240	0022344380	0022349730	0022353910	0022358510
0022324470	0022329300	0022333940	0022340380	0022344570	0022349740	0022353970	0022358550
0022324480	0022329310	0022333990	0022340390	0022344700	0022349750	0022354030	0022358640

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0022358690	0022363270	0022368410	0022372500	0022376170	0022380540	0022385260	0022389600
0022358700	0022363300	0022368560	0022372550	0022376230	0022380610	0022385280	0022389610
0022358730	0022363340	0022368580	0022372560	0022376360	0022380730	0022385310	0022389620
0022358900	0022363400	0022368590	0022372570	0022376470	0022380850	0022385520	0022389660
0022358920	0022363510	0022368610	0022372580	0022376480	0022380860	0022385570	0022390050
0022358970	0022363630	0022368630	0022372600	0022376490	0022380870	0022385780	0022390080
0022358990	0022363810	0022368710	0022372670	0022376500	0022380940	0022385800	0022390270
0022359240	0022364010	0022368720	0022372840	0022376510	0022381020	0022385810	0022390620
0022359250	0022364070	0022368740	0022372860	0022376520	0022381030	0022385830	0022390720
0022359260	0022364470	0022368750	0022372890	0022376540	0022381180	0022385850	0022390870
0022359270	0022364490	0022368800	0022372950	0022376610	0022381220	0022385910	0022390890
0022359790	0022364500	0022368850	0022373060	0022376790	0022381250	0022385950	0022390910
0022359810	0022364510	0022368860	0022373100	0022377100	0022381300	0022386000	0022390950
0022359850	0022364650	0022368860	0022373290	0022377110	0022381310	0022386050	0022390990
0022359920	0022364670	0022369050	0022373380	0022377170	0022381370	0022386070	0022391150
0022360130	0022364690	0022369190	0022373390	0022377180	0022381460	0022386170	0022391350
0022360160	0022364930	0022369420	0022373420	0022377210	0022381640	0022386230	0022391750
0022360210	0022364940	0022369530	0022373430	0022377290	0022381650	0022386250	0022391830
0022360250	0022364980	0022369560	0022373450	0022377300	0022381730	0022386280	0022391850
0022360260	0022364990	0022369570	0022373490	0022377310	0022381740	0022386290	0022391890
0022360320	0022365000	0022369720	0022373500	0022377440	0022381810	0022386440	0022391990
0022360350	0022365050	0022370000	0022373600	0022377500	0022381820	0022386450	0022392000
0022360370	0022365100	0022370120	0022373700	0022377530	0022381850	0022386570	0022392070
0022360390	0022365130	0022370130	0022373750	0022377590	0022381900	0022386580	0022392080
0022360440	0022365170	0022370140	0022373760	0022377620	0022381920	0022386780	0022392110
0022360490	0022365180	0022370170	0022373780	0022377690	0022381930	0022386820	0022392420
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0022360610	0022365540	0022370260	0022373930	0022377870	0022381960	0022386930	0022392920
0022360640	0022365860	0022370460	0022374150	0022377900	0022381970	0022386940	0022392960
0022360680	0022365880	0022370530	0022374160	0022377910	0022381990	0022386990	0022392970
0022360880	0022366100	0022370540	0022374170	0022377950	0022382020	0022387060	0022393180
0022360950	0022366130	0022370620	0022374540	0022378060	0022382030	0022387400	0022393190
0022361020	0022366190	0022370650	0022374550	0022378340	0022382060	0022387460	0022393230
0022361060	0022366280	0022370710	0022374560	0022378380	0022382150	0022387610	0022393240
0022361120	0022366400	0022370830	0022374720	0022378390	0022382230	0022387760	0022393260
0022361230	0022366620	0022370850	0022374730	0022378430	0022382650	0022387950	0022393570
0022361280	0022366730	0022370880	0022374830	0022378600	0022382870	0022388010	0022393580
0022361290	0022366880	0022370890	0022374890	0022378630	0022382950	0022388030	0022393590
0022361310	0022366890	0022370970	0022374920	0022378640	0022383110	0022388210	0022393610
0022361440	0022366920	0022371020	0022374930	0022378830	0022383230	0022388250	0022393670
0022361570	0022367050	0022371110	0022375100	0022378950	0022383640	0022388410	0022393680
0022361590	0022367260	0022371230	0022375120	0022378980	0022383840	0022388460	0022393710
0022361650	0022367380	0022371290	0022375130	0022378990	0022383950	0022388540	0022393750
0022361810	0022367390	0022371340	0022375190	0022379040	0022384100	0022388620	0022393880
0022361890	0022367420	0022371470	0022375200	0022379090	0022384110	0022388680	0022393890
0022361960	0022367530	0022371480	0022375380	0022379210	0022384120	0022388780	0022393900
0022362050	0022367560	0022371520	0022375390	0022379280	0022384370	0022388930	0022393910
0022362060	0022367630	0022371590	0022375410	0022379290	0022384500	0022389040	0022393970
0022362090	0022367640	0022371600	0022375450	0022379300	0022384530	0022389140	0022394050
0022362110	0022367650	0022371760	0022375500	0022379570	0022384610	0022389150	0022394090
0022362230	0022367750	0022371890	0022375510	0022379620	0022384680	0022389160	0022394100
0022362240	0022367760	0022371970	0022375580	0022379670	0022384700	0022389190	0022394210
0022362310	0022367770	0022372050	0022375740	0022379710	0022384710	0022389220	0022394220
0022362320	0022367900	0022372060	0022375780	0022379720	0022384740	0022389240	0022394260
0022362340	0022367930	0022372080	0022375790	0022379790	0022384830	0022389270	0022394270
0022362510	0022368010	0022372090	0022375940	0022379840	0022384890	0022389290	0022394390
0022362680	0022368040	0022372110	0022375970	0022379910	0022384900	0022389350	0022394730
0022362690	0022368050	0022372120	0022376010	0022380090	0022384910	0022389490	0022394760
0022362700	0022368120	0022372130	0022376040	0022380100	0022384950	0022389550	0022394790
0022363110	0022368160	0022372260	0022376080	0022380220	0022384980	0022389560	0022394800
0022363150	0022368220	0022372290	0022376120	0022380310	0022385050	0022389580	0022394810
0022363160	0022368280	0022372320	0022376140	0022380380	0022385080	0022389590	0022394830

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0022394850	0022399390	0022403200	0022407500	0022411240	0022415550	0022420060	0022423740
0022394870	0022399440	0022403460	0022407510	0022411400	0022415700	0022420080	0022423770
0022394950	0022399450	0022403650	0022407520	0022411410	0022415730	0022420230	0022423900
0022395000	0022399460	0022403730	0022407540	0022411420	0022415740	0022420390	0022423910
0022395210	0022399510	0022403830	0022407570	0022411620	0022415900	0022420430	0022424090
0022395230	0022399550	0022403970	0022407590	0022411670	0022416070	0022420450	0022424200
0022395400	0022399680	0022403980	0022407620	0022411830	0022416110	0022420460	0022424310
0022395410	0022399690	0022404080	0022407630	0022411850	0022416120	0022420500	0022424340
0022395570	0022399750	0022404180	0022407650	0022411890	0022416200	0022420510	0022424470
0022395680	0022399780	0022404190	0022407680	0022411910	0022416260	0022420520	0022424600
0022395690	0022399790	0022404200	0022407700	0022411970	0022416270	0022420610	0022424680
0022395700	0022399870	0022404260	0022407720	0022412030	0022416430	0022420780	0022424690
0022395820	0022399880	0022404270	0022407750	0022412040	0022416630	0022420830	0022424720
0022395960	0022399930	0022404290	0022407770	0022412060	0022416650	0022420860	0022424730
0022395970	0022400020	0022404430	0022407790	0022412190	0022416780	0022420890	0022424820
0022396000	0022400300	0022404470	0022407820	0022412250	0022416790	0022420960	0022424840
0022396010	0022400340	0022404600	0022407890	0022412270	0022416800	0022421000	0022424850
0022396040	0022400370	0022404750	0022407900	0022412510	0022416870	0022421060	0022424870
0022396070	0022400390	0022404760	0022408130	0022413050	0022416910	0022421160	0022424900
0022396190	0022400420	0022404770	0022408310	0022413100	0022416960	0022421180	0022424980
0022396400	0022400450	0022404830	0022408490	0022413130	0022416970	0022421190	0022425010
0022396410	0022400460	0022404840	0022408560	0022413170	0022417110	0022421240	0022425020
0022396690	0022400470	0022404850	0022408720	0022413250	0022417140	0022421340	0022425030
0022397010	0022400540	0022404920	0022408760	0022413270	0022417180	0022421360	0022425050
0022397050	0022400590	0022404950	0022408900	0022413350	0022417250	0022421370	0022425100
0022397060	0022400640	0022405140	0022408980	0022413360	0022417260	0022421430	0022425160
0022397080	0022400650	0022405270	0022408990	0022413410	0022417350	0022421450	0022425260
0022397150	0022400700	0022405310	0022409040	0022413520	0022417510	0022421520	0022425270
0022397170	0022400770	0022405380	0022409140	0022413550	0022417540	0022421540	0022425280
0022397180	0022400890	0022405390	0022409150	0022413570	0022417630	0022421580	0022425300
0022397190	0022400930	0022405400	0022409190	0022413600	0022417640	0022421660	0022425310
0022397200	0022401170	0022405410	0022409280	0022413710	0022417700	0022421820	0022425330
0022397210	0022401190	0022405440	0022409300	0022413770	0022417770	0022421850	0022425340
0022397220	0022401410	0022405590	0022409310	0022413780	0022417920	0022421880	0022425360
0022397240	0022401420	0022405600	0022409320	0022413900	0022418060	0022421950	0022425370
0022397260	0022401480	0022405810	0022409330	0022413970	0022418100	0022422050	0022425380
0022397400	0022401620	0022405940	0022409390	0022414060	0022418270	0022422130	0022425390
0022397470	0022401690	0022405950	0022409450	0022414070	0022418400	0022422260	0022426230
0022397530	0022401880	0022405960	0022409540	0022414090	0022418550	0022422340	0022426310
0022397580	0022401960	0022406060	0022409560	0022414170	0022418660	0022422490	0022426320
0022397730	0022402030	0022406210	0022409670	0022414210	0022418950	0022422500	0022426420
0022397780	0022402060	0022406310	0022409710	0022414230	0022418960	0022422600	0022426600
0022397830	0022402070	0022406320	0022409720	0022414320	0022418980	0022422630	0022426770
0022398140	0022402090	0022406330	0022409800	0022414330	0022419050	0022422750	0022426780
0022398180	0022402160	0022406400	0022409900	0022414370	0022419110	0022422870	0022426810
0022398750	0022402260	0022406410	0022409930	0022414460	0022419200	0022422930	0022426860
0022398760	0022402360	0022406420	0022409980	0022414560	0022419260	0022422970	0022426870
0022398790	0022402400	0022406600	0022410180	0022414680	0022419270	0022422980	0022426880
0022398840	0022402530	0022406620	0022410200	0022414930	0022419280	0022423040	0022426900
0022398860	0022402540	0022406770	0022410250	0022414970	0022419310	0022423050	0022426980
0022398870	0022402580	0022406860	0022410270	0022415080	0022419410	0022423060	0022427100
0022398990	0022402610	0022406990	0022410290	0022415100	0022419440	0022423170	0022427370
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0022399180	0022402630	0022407170	0022410320	0022415180	0022419490	0022423260	0022427500
0022399190	0022402760	0022407180	0022410430	0022415190	0022419500	0022423280	0022427650
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0022399260	0022402860	0022407260	0022410680	0022415250	0022419730	0022423390	0022427680
0022399320	0022402870	0022407280	0022410760	0022415350	0022419850	0022423490	0022427750
0022399330	0022403030	0022407330	0022410770	0022415390	0022419860	0022423580	0022427800
0022399340	0022403060	0022407370	0022410880	0022415410	0022419870	0022423630	0022427850
0022399350	0022403070	0022407460	0022410970	0022415430	0022419890	0022423640	0022427910
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0022428070	0022433130	0022438190	0022441860	0022446090	0022451390	0022454720	0022458940
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0022428140	0022433270	0022438220	0022441890	0022446350	0022451530	0022454930	0022459110
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0022429870	0022434700	0022439490	0022443520	0022448130	0022452550	0022455810	0022460020
0022429980	0022434710	0022439550	0022443550	0022448140	0022452600	0022455820	0022460140
0022430060	0022434870	0022439600	0022443560	0022448180	0022452610	0022455940	0022460220
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0022430850	0022435480	0022440200	0022443960	0022448600	0022453160	0022456630	0022460570
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0022430910	0022435560	0022440230	0022444100	0022448700	0022453280	0022456680	0022460740
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0022431320	0022436420	0022440960	0022444870	0022449380	0022453460	0022457020	0022461190
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0022431700	0022436970	0022441320	0022445150	0022449590	0022453700	0022457420	0022461590
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0022432640	0022437870	0022441540	0022445280	0022450260	0022454090	0022457970	0022462020
0022432660	0022437920	0022441560	0022445360	0022450300	0022454110	0022458070	0022462030
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0022432760	0022437950	0022441690	0022445600	0022450570	0022454360	0022458550	0022462130
0022432770	0022438080	0022441700	0022445610	0022450800	0022454600	0022458700	0022462420
0022432860	0022438140	0022441760	0022445720	0022450810	0022454610	0022458740	0022462500
0022432870	0022438150	0022441790	0022445890	0022451060	0022454660	0022458790	0022462510
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0022432940	0022438170	0022441840	0022446020	0022451310	0022454690	0022458910	0022462580

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0022462630	0022467400	0022472450	0022476350	0022481400	0022487230	0022492890	0022497030
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0022462720	0022467550	0022472790	0022476430	0022481620	0022487340	0022492990	0022497380
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0022463170	0022468290	0022473240	0022476840	0022481900	0022487940	0022493380	0022497550
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0022463400	0022468460	0022473330	0022477290	0022482520	0022488170	0022494060	0022497900
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0022464000	0022469140	0022473940	0022477940	0022483330	0022488640	0022494780	0022498090
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0022467130	0022472180	0022476300	0022481110	0022487000	0022492810	0022496820	0022500200
0022467160	0022472250	0022476310	0022481360	0022487220	0022492870	0022496880	0022500220

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0022500240	0022503960	0022508890	0022512420	0022516960	0022520700	0022525530	0022529040
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0022500710	0022504620	0022509180	0022512950	0022517380	0022520900	0022525740	0022529200
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0022500910	0022504850	0022509490	0022513260	0022517720	0022521340	0022525920	0022529870
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0022500970	0022505220	0022509560	0022513480	0022517820	0022521700	0022525940	0022530090
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0022502880	0022507080	0022511600	0022515250	0022519260	0022523660	0022527840	0022532370
0022502910	0022507100	0022511620	0022515280	0022519270	0022523670	0022528010	0022532380
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0022503030	0022507340	0022511650	0022515480	0022519350	0022523870	0022528180	0022532500
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0022503070	0022507450	0022511680	0022515510	0022519460	0022524000	0022528280	0022532590
0022503090	0022507460	0022511730	0022515550	0022519620	0022524050	0022528290	0022532700
0022503130	0022507540	0022511740	0022515620	0022519650	0022524180	0022528320	0022532710
0022503150	0022507740	0022511750	0022515750	0022519690	0022524190	0022528390	0022532750
0022503170	0022507780	0022511830	0022515810	0022519790	0022524300	0022528400	0022532860
0022503180	0022507860	0022511910	0022515820	0022519810	0022524460	0022528460	0022532950
0022503570	0022508110	0022511920	0022516050	0022519850	0022524550	0022528550	0022533020
0022503580	0022508190	0022511940	0022516140	0022519880	0022524640	0022528590	0022533060
0022503590	0022508250	0022511950	0022516280	0022519930	0022524980	0022528680	0022533160
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0022503660	0022508540	0022512060	0022516580	0022520180	0022525030	0022528770	0022533410
0022503680	0022508580	0022512130	0022516680	0022520190	0022525060	0022528780	0022533540
0022503700	0022508640	0022512190	0022516750	0022520370	0022525410	0022528850	0022533580
0022503730	0022508740	0022512250	0022516780	0022520660	0022525420	0022528920	0022533770
0022503770	0022508780	0022512350	0022516870	0022520670	0022525430	0022528930	0022533790
0022503890	0022508800	0022512410	0022516910	0022520690	0022525440	0022528940	0022533860

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0022534190	0022538450	0022543070	0022546840	0022552540	0022557800	0022561690	0022565340
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0022534250	0022538840	0022543300	0022546970	0022553090	0022557900	0022561950	0022565660
0022534310	0022538850	0022543330	0022547190	0022553100	0022557910	0022562000	0022565680
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0022569980	0022573900	0022577320	0022581410	0022584470	0022588300	0022591200	0022595610
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0022600150	0022604600	0022608770	0022612790	0022617250	0022621410	0022625820	0022629880
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0022600180	0022604650	0022608820	0022612830	0022617510	0022621610	0022626020	0022629930
0022600470	0022604830	0022608900	0022612840	0022617630	0022621700	0022626030	0022629940
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0022601390	0022605540	0022609710	0022613260	0022618480	0022622240	0022626700	0022630590
0022601420	0022605590	0022609720	0022613330	0022618620	0022622350	0022626730	0022630600
0022601430	0022605650	0022609790	0022613340	0022618710	0022622440	0022626740	0022630680
0022601440	0022605780	0022609870	0022613470	0022618790	0022622690	0022626770	0022630970
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0022601520	0022605910	0022610020	0022613620	0022618960	0022622860	0022626920	0022631060
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0022603390	0022607350	0022611680	0022615550	0022620570	0022624690	0022628210	0022632510
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0022603880	0022607720	0022611720	0022615780	0022620650	0022624870	0022628440	0022632660
0022603940	0022607730	0022611790	0022615850	0022620820	0022624930	0022628510	0022632700
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0022604040	0022607890	0022611890	0022616040	0022620960	0022625060	0022628670	0022632870
0022604070	0022607940	0022611900	0022616080	0022620970	0022625190	0022628680	0022632880
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0022604090	0022608010	0022612210	0022616140	0022621040	0022625390	0022628870	0022633080
0022604140	0022608030	0022612240	0022616330	0022621050	0022625420	0022628890	0022633090
0022604190	0022608040	0022612270	0022616420	0022621140	0022625500	0022628910	0022633130
0022604200	0022608070	0022612310	0022616450	0022621190	0022625520	0022628930	0022633230
0022604240	0022608150	0022612320	0022616510	0022621200	0022625560	0022629000	0022633250
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0022604270	0022608380	0022612520	0022616760	0022621280	0022625660	0022629130	0022633320
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0022604450	0022608630	0022612630	0022616900	0022621360	0022625710	0022629410	0022633380
0022604560	0022608640	0022612660	0022617030	0022621390	0022625720	0022629520	0022633390
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0022633520	0022636410	0022642200	0022646500	0022650640	0022656030	0022660290	0022664920
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0022634330	0022638540	0022643940	0022648060	0022652850	0022657690	0022662300	0022666880
0022634540	0022638650	0022643990	0022648160	0022652880	0022657730	0022662420	0022666900
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0022634630	0022638890	0022644260	0022648230	0022652960	0022657900	0022662450	0022666950
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0022634730	0022639030	0022644480	0022648310	0022653550	0022658070	0022662690	0022667050
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0022635940	0022641920	0022646110	0022650480	0022655820	0022659790	0022664780	0022668450
0022635960	0022641970	0022646120	0022650490	0022655850	0022659800	0022664860	0022668500

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0022668520	0022672990	0022676810	0022680390	0022684610	0022689490	0022695800	0022699390
0022668610	0022673340	0022676890	0022680420	0022684630	0022689550	0022695810	0022699400
0022668670	0022673430	0022677020	0022680480	0022684640	0022689590	0022695830	0022699470
0022668720	0022673440	0022677060	0022680490	0022684700	0022689670	0022695850	0022699510
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0022669780	0022674570	0022677630	0022681680	0022686220	0022691210	0022696630	0022700680
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0022670750	0022674780	0022678350	0022682210	0022687420	0022692140	0022697390	0022701120
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0022672420	0022675960	0022679680	0022684000	0022688840	0022694090	0022698390	0022702280
0022672500	0022675980	0022679780	0022684040	0022688850	0022694100	0022698410	0022702310
0022672560	0022676000	0022679790	0022684050	0022688910	0022694170	0022698440	0022702320
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0022672590	0022676250	0022679870	0022684160	0022688990	0022694540	0022698520	0022702400
0022672650	0022676310	0022679990	0022684240	0022689000	0022694550	0022698530	0022702430
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0022672720	0022676510	0022680030	0022684460	0022689100	0022694660	0022699030	0022800020
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0022672930	0022676700	0022680290	0022684500	0022689380	0022694870	0022699050	0022800080
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0022800100	0022802550	0022805480	0023002310	0023006290	0023011370	0023015680	0023020240
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0022800140	0022802580	0022805600	0023002620	0023006860	0023011490	0023015930	0023020310
0022800150	0022802650	0022805660	0023002720	0023007120	0023011520	0023015940	0023020390
0022800160	0022802660	0022805670	0023002880	0023007160	0023011670	0023016060	0023020560
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0022800400	0022802850	0022805780	0023003100	0023007430	0023011820	0023016530	0023020930
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0022800470	0022802870	0022805910	0023003210	0023007500	0023011940	0023016730	0023021000
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0022800490	0022803000	0022805950	0023003440	0023007580	0023012030	0023016850	0023021160
0022800500	0022803020	0022805960	0023003450	0023007650	0023012130	0023017220	0023021170
0022800570	0022803040	0022805970	0023003500	0023007690	0023012290	0023017250	0023021180
0022800600	0022803050	0022805990	0023003770	0023007720	0023012300	0023017310	0023021190
0022800670	0022803060	0022806030	0023003790	0023007760	0023012440	0023017320	0023021330
0022800730	0022803070	0022806040	0023003840	0023007780	0023012510	0023017350	0023021450
0022800810	0022803150	0022806070	0023003880	0023007890	0023012580	0023017360	0023021500
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0022800980	0022803180	0022806160	0023004010	0023007980	0023012730	0023017450	0023021520
0022800990	0022803270	0022806170	0023004040	0023008010	0023012960	0023017480	0023021590
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0022802010	0022804460	0023000570	0023005090	0023009750	0023014500	0023018470	0023022670
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0022802060	0022804510	0023000660	0023005130	0023009790	0023014760	0023018860	0023022770
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0022802130	0022804610	0023000830	0023005170	0023009880	0023014930	0023019190	0023022820
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0022802190	0022804710	0023001120	0023005200	0023009900	0023015020	0023019390	0023022880
0022802220	0022804810	0023001130	0023005260	0023009910	0023015030	0023019400	0023022930
0022802270	0022804870	0023001410	0023005450	0023010010	0023015050	0023019420	0023022940
0022802280	0022804910	0023001710	0023005500	0023010120	0023015070	0023019460	0023022950
0022802290	0022804960	0023001770	0023005520	0023010160	0023015130	0023019480	0023023060
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0022802310	0022805050	0023001840	0023005740	0023010300	0023015200	0023019600	0023023110
0022802320	0022805110	0023001850	0023005800	0023010350	0023015220	0023019700	0023023130
0022802390	0022805120	0023001890	0023005820	0023010440	0023015250	0023019760	0023023150
0022802400	0022805140	0023001900	0023006050	0023010490	0023015350	0023019820	0023023160
0022802440	0022805240	0023001940	0023006060	0023010510	0023015390	0023019890	0023023180
0022802450	0022805250	0023002140	0023006160	0023010550	0023015450	0023019910	0023023450
0022802470	0022805290	0023002170	0023006170	0023010560	0023015470	0023019920	0023023610
0022802500	0022805350	0023002240	0023006190	0023010610	0023015530	0023019990	0023023670
0022802510	0022805390	0023002260	0023006210	0023010770	0023015570	0023020010	0023023690
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0023023850	0023029720	0023033730	0023037690	0023042870	0023046930	0023051640	0023054670
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0023024260	0023030130	0023033830	0023037950	0023043030	0023047540	0023051680	0023054860
0023024270	0023030150	0023033840	0023038230	0023043170	0023047570	0023051710	0023054880
0023024330	0023030230	0023033920	0023038300	0023043360	0023047580	0023051760	0023054900
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0023025070	0023031070	0023034390	0023039390	0023044050	0023048490	0023052260	0023055870
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0023026970	0023031710	0023035620	0023040180	0023044810	0023049830	0023053280	0023057370
0023027040	0023031720	0023035730	0023040250	0023044830	0023049860	0023053300	0023057440
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0023027240	0023031740	0023035770	0023040320	0023044870	0023049990	0023053330	0023057670
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0023027610	0023032220	0023036340	0023040590	0023045830	0023050210	0023053610	0023058020
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0023027660	0023032240	0023036410	0023040730	0023045890	0023050540	0023053700	0023058190
0023027810	0023032250	0023036430	0023040890	0023046040	0023050640	0023053810	0023058200
0023028030	0023032260	0023036450	0023040930	0023046180	0023050740	0023053830	0023058300
0023028140	0023032400	0023036470	0023040940	0023046250	0023050810	0023053850	0023058370
0023028160	0023032410	0023036510	0023040990	0023046300	0023050820	0023053860	0023058500
0023028200	0023032420	0023036570	0023041300	0023046370	0023050920	0023053880	0023058570
0023028230	0023032460	0023036580	0023041370	0023046380	0023051010	0023053900	0023058640
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0023028430	0023032550	0023036630	0023041650	0023046450	0023051140	0023053930	0023058720
0023028460	0023032640	0023036640	0023041770	0023046470	0023051220	0023053940	0023058760
0023028470	0023032720	0023036670	0023041870	0023046480	0023051240	0023054130	0023058780
0023028480	0023032810	0023036800	0023041910	0023046490	0023051260	0023054300	0023058800
0023028490	0023032950	0023037080	0023041930	0023046530	0023051330	0023054370	0023058830
0023028500	0023033050	0023037100	0023042000	0023046580	0023051350	0023054380	0023059000
0023028620	0023033090	0023037110	0023042040	0023046620	0023051370	0023054430	0023059040
0023028980	0023033110	0023037580	0023042130	0023046800	0023051390	0023054450	0023059050
0023029160	0023033150	0023037600	0023042680	0023046820	0023051480	0023054540	0023059060
0023029530	0023033170	0023037640	0023042690	0023046850	0023051560	0023054620	0023059090
0023029560	0023033550	0023037650	0023042810	0023046920	0023051630	0023054630	0023059210

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0023059230	0023062710	0023066610	0023071290	0023075490	0023078870	0023083570	0023087420
0023059250	0023062730	0023066640	0023071300	0023075530	0023078880	0023083690	0023087440
0023059270	0023062750	0023066670	0023071360	0023075570	0023078930	0023083700	0023087500
0023059350	0023062770	0023066700	0023071810	0023075580	0023079040	0023083710	0023087580
0023059380	0023062790	0023066740	0023071860	0023075610	0023079090	0023083780	0023087640
0023059410	0023062820	0023066820	0023071870	0023075630	0023079150	0023083810	0023087890
0023059480	0023062880	0023066870	0023071930	0023075670	0023079170	0023083920	0023087900
0023059510	0023062970	0023066910	0023071960	0023075720	0023079180	0023083940	0023087910
0023059520	0023063030	0023066930	0023071980	0023075850	0023079190	0023084200	0023087930
0023059600	0023063050	0023067070	0023071990	0023075890	0023079300	0023084220	0023087950
0023059790	0023063190	0023067530	0023072010	0023075910	0023079550	0023084410	0023087970
0023059860	0023063260	0023067560	0023072050	0023075930	0023079560	0023084450	0023087980
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0023059970	0023063440	0023067800	0023072230	0023075980	0023079660	0023084510	0023088010
0023060180	0023063450	0023067890	0023072250	0023075990	0023079700	0023084520	0023088020
0023060200	0023063550	0023067900	0023072340	0023076020	0023079720	0023084530	0023088040
0023060280	0023063570	0023067970	0023072350	0023076050	0023079860	0023084600	0023088060
0023060290	0023063620	0023068030	0023072390	0023076190	0023079890	0023084640	0023088070
0023060300	0023063780	0023068050	0023072420	0023076250	0023080070	0023084660	0023088100
0023060400	0023063810	0023068140	0023072490	0023076290	0023080120	0023084730	0023088140
0023060470	0023063830	0023068160	0023072530	0023076330	0023080140	0023084780	0023088150
0023060480	0023063840	0023068170	0023072620	0023076390	0023080450	0023084790	0023088190
0023060520	0023063910	0023068320	0023072690	0023076450	0023080500	0023084830	0023088360
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0023060830	0023063970	0023068470	0023072740	0023076470	0023080540	0023084940	0023088540
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0023061000	0023064070	0023069060	0023073200	0023076800	0023080990	0023085160	0023088710
0023061050	0023064240	0023069100	0023073270	0023076810	0023081220	0023085210	0023088740
0023061060	0023064250	0023069110	0023073290	0023076820	0023081280	0023085230	0023088760
0023061100	0023064620	0023069340	0023073300	0023076840	0023081380	0023085390	0023088880
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0023061150	0023064870	0023069800	0023073520	0023077080	0023081690	0023085440	0023089170
0023061310	0023064880	0023069810	0023073560	0023077260	0023081720	0023085450	0023089340
0023061370	0023064930	0023069820	0023073570	0023077290	0023081770	0023085550	0023089360
0023061380	0023064940	0023069840	0023073680	0023077340	0023081830	0023085590	0023089370
0023061410	0023065010	0023069860	0023073710	0023077370	0023081900	0023085620	0023089410
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0023061480	0023065390	0023069890	0023074140	0023077470	0023082000	0023085670	0023089640
0023061490	0023065610	0023069900	0023074270	0023077490	0023082010	0023085720	0023089730
0023061510	0023065630	0023070000	0023074360	0023077560	0023082050	0023085740	0023089760
0023061530	0023065690	0023070200	0023074370	0023077570	0023082440	0023085850	0023089850
0023061630	0023065720	0023070280	0023074450	0023077590	0023082540	0023085860	0023089880
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0023061770	0023065820	0023070340	0023074710	0023077750	0023082650	0023086000	0023090120
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0023062060	0023065920	0023070650	0023074860	0023077790	0023082830	0023086100	0023090220
0023062070	0023066010	0023070790	0023074870	0023077820	0023082880	0023086210	0023090340
0023062110	0023066130	0023070800	0023074930	0023078000	0023082910	0023086230	0023090350
0023062130	0023066200	0023070850	0023074940	0023078040	0023082980	0023086350	0023090370
0023062210	0023066270	0023070960	0023075030	0023078130	0023082990	0023086400	0023090390
0023062240	0023066290	0023070980	0023075040	0023078240	0023083040	0023086430	0023090400
0023062290	0023066310	0023071030	0023075210	0023078270	0023083070	0023086440	0023090460
0023062340	0023066380	0023071040	0023075220	0023078290	0023083140	0023086600	0023090560
0023062400	0023066390	0023071160	0023075250	0023078300	0023083290	0023086710	0023090800
0023062510	0023066450	0023071230	0023075340	0023078370	0023083370	0023086720	0023090840
0023062600	0023066460	0023071240	0023075380	0023078400	0023083390	0023086880	0023090880
0023062610	0023066530	0023071250	0023075440	0023078420	0023083500	0023087370	0023090900
0023062650	0023066540	0023071280	0023075460	0023078620	0023083560	0023087380	0023091060

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0023091120	0023095140	0023099050	0023101550	0023104110	0023106410	0023109530	0023112020
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0023091200	0023095300	0023099160	0023101600	0023104260	0023106680	0023109670	0023112130
0023091280	0023095340	0023099230	0023101630	0023104290	0023106690	0023109680	0023112190
0023091500	0023095350	0023099310	0023101720	0023104310	0023106850	0023109720	0023112220
0023091620	0023095430	0023099320	0023101740	0023104360	0023106860	0023109730	0023112270
0023091680	0023095480	0023099330	0023101750	0023104370	0023106870	0023109780	0023112280
0023091760	0023095490	0023099360	0023101800	0023104390	0023106890	0023109790	0023112330
0023091810	0023095790	0023099470	0023101810	0023104420	0023106910	0023109800	0023112350
0023091820	0023095890	0023099690	0023101840	0023104490	0023107030	0023109810	0023112360
0023091860	0023096050	0023099730	0023101850	0023104520	0023107080	0023109990	0023112380
0023091910	0023096120	0023099740	0023101880	0023104530	0023107200	0023110010	0023112390
0023091930	0023096130	0023099810	0023101940	0023104580	0023107220	0023110020	0023112480
0023092060	0023096170	0023099820	0023101990	0023104660	0023107280	0023110160	0023112490
0023092070	0023096250	0023099870	0023102030	0023104700	0023107290	0023110170	0023112520
0023092190	0023096370	0023099900	0023102040	0023104710	0023107310	0023110180	0023112530
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0023093500	0023097480	0023100710	0023102630	0023105440	0023108220	0023110970	0023113250
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0023094630	0023098260	0023101190	0023103450	0023106070	0023108800	0023111410	0023113730
0023094710	0023098350	0023101260	0023103470	0023106090	0023108830	0023111430	0023113760
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0023094790	0023098410	0023101310	0023103780	0023106130	0023109090	0023111690	0023114090
0023094800	0023098420	0023101320	0023103790	0023106150	0023109150	0023111700	0023114170
0023094830	0023098470	0023101330	0023103810	0023106180	0023109160	0023111730	0023114190
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0023094950	0023098600	0023101380	0023103900	0023106270	0023109370	0023111850	0023114390
0023094970	0023098690	0023101410	0023104030	0023106330	0023109400	0023111910	0023114420
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0023114650	0023118050	0023152670	0023156260	0023158980	0023163260	0023166830	0023170600
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0023114810	0023119160	0023152880	0023156580	0023159370	0023163790	0023167320	0023170800
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0023115290	0023120470	0023153400	0023156900	0023159880	0023164480	0023167930	0023171600
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0023115520	0023120910	0023153560	0023157070	0023160370	0023164650	0023168210	0023171710
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0023115700	0023120970	0023153780	0023157410	0023160390	0023164690	0023168250	0023171760
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0023116290	0023150850	0023154730	0023157870	0023160870	0023165270	0023168840	0023173000
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0023117710	0023151880	0023155470	0023158600	0023161810	0023166060	0023169570	0023173540
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0023117760	0023151940	0023155740	0023158670	0023162180	0023166180	0023169710	0023173590
0023117770	0023152150	0023155800	0023158700	0023162210	0023166200	0023169870	0023173690
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0023117920	0023152470	0023155890	0023158840	0023162900	0023166570	0023170230	0023174050
0023117950	0023152480	0023155970	0023158890	0023162950	0023166610	0023170440	0023174090
0023118030	0023152490	0023155980	0023158900	0023162970	0023166750	0023170530	0023174180
0023118040	0023152580	0023156210	0023158970	0023163130	0023166760	0023170580	0023174190

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0023174290	0023177670	0023181970	0023186350	0023190980	0023195580	0023200410	0023204180
0023174300	0023177690	0023182430	0023186370	0023191120	0023195760	0023200440	0023204190
0023174360	0023177710	0023182440	0023186380	0023191340	0023195850	0023200470	0023204320
0023174380	0023177790	0023182490	0023186480	0023191370	0023195880	0023200480	0023204640
0023174390	0023177820	0023182540	0023186510	0023191460	0023195900	0023200540	0023204780
0023174540	0023177850	0023182580	0023186530	0023191520	0023195980	0023200570	0023204810
0023174550	0023177920	0023182650	0023186600	0023191640	0023196110	0023200620	0023204880
0023174560	0023177960	0023182670	0023186610	0023191650	0023196210	0023200640	0023204910
0023174580	0023178020	0023182690	0023186650	0023191690	0023196250	0023200650	0023204950
0023174660	0023178110	0023182710	0023186670	0023191710	0023196300	0023200700	0023204960
0023174700	0023178210	0023182840	0023186700	0023191890	0023196430	0023200720	0023205000
0023174760	0023178230	0023182850	0023186710	0023191900	0023196540	0023200730	0023205040
0023174890	0023178320	0023182890	0023186740	0023191910	0023196560	0023200740	0023205060
0023174950	0023178360	0023182900	0023186840	0023192010	0023196750	0023200860	0023205090
0023175030	0023178410	0023183000	0023186870	0023192020	0023196890	0023200890	0023205110
0023175050	0023178550	0023183010	0023186910	0023192030	0023197160	0023200940	0023205120
0023175170	0023178580	0023183140	0023187270	0023192180	0023197200	0023200990	0023205230
0023175200	0023178800	0023183170	0023187300	0023192340	0023197300	0023201020	0023205240
0023175300	0023179010	0023183240	0023187310	0023192560	0023197490	0023201030	0023205350
0023175320	0023179020	0023183250	0023187560	0023192630	0023197500	0023201070	0023205400
0023175370	0023179060	0023183270	0023187810	0023192690	0023197570	0023201100	0023205450
0023175400	0023179130	0023183280	0023187940	0023192800	0023197580	0023201120	0023205570
0023175410	0023179300	0023183300	0023187990	0023192980	0023197590	0023201140	0023205660
0023175420	0023179330	0023183330	0023188010	0023193040	0023197610	0023201260	0023205730
0023175530	0023179390	0023183410	0023188100	0023193090	0023197630	0023201390	0023205770
0023175590	0023179400	0023183820	0023188330	0023193150	0023197650	0023201420	0023205790
0023175600	0023179430	0023183860	0023188380	0023193250	0023197790	0023201470	0023205800
0023175610	0023179510	0023183870	0023188450	0023193270	0023197800	0023201480	0023206010
0023175670	0023179550	0023184000	0023188500	0023193280	0023197810	0023201650	0023206120
0023175690	0023179630	0023184010	0023188630	0023193380	0023197820	0023201660	0023206180
0023175700	0023179650	0023184390	0023188770	0023193410	0023197840	0023201730	0023206190
0023175720	0023180010	0023184400	0023188830	0023193450	0023197870	0023201760	0023206550
0023175730	0023180040	0023184460	0023188890	0023193480	0023197880	0023202000	0023206620
0023175770	0023180070	0023184490	0023188910	0023193490	0023197900	0023202010	0023206670
0023175880	0023180120	0023184570	0023188920	0023193710	0023198020	0023202020	0023206740
0023175890	0023180190	0023184660	0023188940	0023193730	0023198280	0023202030	0023206770
0023175950	0023180230	0023184670	0023188960	0023193740	0023198300	0023202040	0023206790
0023175990	0023180420	0023184770	0023189080	0023193750	0023198450	0023202060	0023206960
0023176100	0023180510	0023184850	0023189090	0023193840	0023198460	0023202180	0023207180
0023176160	0023180580	0023184860	0023189170	0023193960	0023198490	0023202280	0023207360
0023176170	0023180640	0023184890	0023189180	0023194020	0023198560	0023202290	0023207370
0023176340	0023180750	0023184940	0023189210	0023194030	0023198570	0023202380	0023207450
0023176420	0023180860	0023185000	0023189250	0023194310	0023198660	0023202420	0023207500
0023176450	0023180900	0023185010	0023189380	0023194350	0023198810	0023202440	0023207510
0023176610	0023180910	0023185070	0023189740	0023194360	0023198820	0023202800	0023207650
0023176640	0023181070	0023185310	0023189750	0023194540	0023198910	0023203000	0023207670
0023176650	0023181280	0023185340	0023189770	0023194600	0023198970	0023203020	0023207690
0023176780	0023181320	0023185460	0023189910	0023194630	0023199180	0023203030	0023207760
0023176790	0023181380	0023185620	0023189950	0023194660	0023199210	0023203040	0023207800
0023176810	0023181390	0023185660	0023190090	0023194830	0023199620	0023203180	0023207820
0023176850	0023181410	0023185750	0023190110	0023194850	0023199640	0023203270	0023207840
0023176880	0023181430	0023185760	0023190190	0023194950	0023199690	0023203320	0023207880
0023177000	0023181440	0023185770	0023190300	0023195200	0023199730	0023203440	0023207980
0023177040	0023181580	0023185780	0023190380	0023195260	0023199740	0023203520	0023208030
0023177260	0023181630	0023185870	0023190440	0023195300	0023199750	0023203670	0023208040
0023177350	0023181670	0023185890	0023190620	0023195320	0023199760	0023203730	0023208110
0023177410	0023181720	0023185930	0023190630	0023195330	0023199770	0023203740	0023208120
0023177420	0023181780	0023185940	0023190710	0023195360	0023199790	0023203760	0023208360
0023177520	0023181880	0023186040	0023190740	0023195370	0023199950	0023203790	0023208370
0023177560	0023181930	0023186080	0023190870	0023195390	0023199960	0023203940	0023208390
0023177650	0023181940	0023186180	0023190900	0023195410	0023200090	0023203950	0023208520
0023177660	0023181950	0023186340	0023190930	0023195430	0023200100	0023204170	0023208570

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0023208580	0023212190	0023217300	0023221430	0023225390	0023229160	0023233550	0023237880
0023208600	0023212360	0023217320	0023221490	0023225480	0023229280	0023233560	0023237950
0023208760	0023212500	0023217350	0023221630	0023225630	0023229320	0023233590	0023237960
0023208770	0023212520	0023217460	0023221730	0023225670	0023229330	0023233790	0023237970
0023208800	0023212560	0023217580	0023221790	0023225680	0023229440	0023234110	0023237980
0023208810	0023212610	0023217750	0023221860	0023225710	0023229500	0023234120	0023238550
0023208830	0023212860	0023217800	0023222070	0023225820	0023229510	0023234320	0023238580
0023208840	0023212870	0023217840	0023222080	0023226080	0023229570	0023234340	0023238650
0023208940	0023213140	0023218190	0023222090	0023226090	0023229640	0023234370	0023238870
0023208950	0023213150	0023218210	0023222110	0023226100	0023229650	0023234430	0023238880
0023208980	0023213230	0023218460	0023222170	0023226110	0023229760	0023234440	0023238890
0023209000	0023213320	0023218520	0023222210	0023226150	0023229790	0023234590	0023238910
0023209010	0023213380	0023218550	0023222250	0023226170	0023229850	0023234600	0023239010
0023209120	0023213530	0023218730	0023222300	0023226180	0023229900	0023234800	0023239070
0023209130	0023213590	0023218790	0023222310	0023226190	0023229920	0023234820	0023239170
0023209140	0023213600	0023218830	0023222320	0023226400	0023230020	0023234860	0023239290
0023209150	0023213620	0023218890	0023222450	0023226640	0023230070	0023234950	0023239460
0023209160	0023213740	0023218900	0023222460	0023226880	0023230110	0023234960	0023239570
0023209170	0023213750	0023218980	0023222470	0023227080	0023230430	0023234980	0023239580
0023209220	0023214050	0023218990	0023222530	0023227090	0023230590	0023235040	0023239720
0023209280	0023214190	0023219020	0023222540	0023227130	0023230700	0023235110	0023239810
0023209330	0023214250	0023219120	0023222570	0023227220	0023230740	0023235220	0023239820
0023209380	0023214310	0023219140	0023222610	0023227230	0023230810	0023235240	0023239900
0023209550	0023214330	0023219220	0023222910	0023227270	0023230840	0023235270	0023239930
0023209630	0023214350	0023219230	0023222970	0023227370	0023230930	0023235280	0023240310
0023209690	0023214360	0023219260	0023223090	0023227390	0023231020	0023235620	0023240630
0023209720	0023214370	0023219340	0023223130	0023227400	0023231070	0023235650	0023240670
0023209760	0023214430	0023219380	0023223210	0023227430	0023231280	0023235670	0023240680
0023209770	0023214620	0023219550	0023223270	0023227460	0023231340	0023235980	0023240700
0023209780	0023215010	0023219650	0023223280	0023227500	0023231350	0023236020	0023240960
0023209800	0023215020	0023219660	0023223360	0023227510	0023231410	0023236040	0023240970
0023209860	0023215100	0023219920	0023223410	0023227640	0023231440	0023236080	0023241010
0023209930	0023215270	0023220010	0023223440	0023227650	0023231460	0023236110	0023241030
0023210290	0023215290	0023220090	0023223460	0023227710	0023231470	0023236120	0023241090
0023210370	0023215320	0023220120	0023223500	0023227810	0023231490	0023236250	0023241100
0023210460	0023215380	0023220130	0023223510	0023227860	0023231530	0023236260	0023241260
0023210520	0023215440	0023220160	0023223520	0023227870	0023231590	0023236290	0023241520
0023210570	0023215470	0023220170	0023223530	0023227910	0023231610	0023236310	0023241570
0023210800	0023215510	0023220180	0023223560	0023228010	0023231620	0023236360	0023241680
0023210810	0023215590	0023220200	0023223680	0023228020	0023231690	0023236530	0023241710
0023211160	0023215650	0023220300	0023223810	0023228050	0023231920	0023236830	0023241870
0023211270	0023215680	0023220350	0023223830	0023228080	0023232180	0023236890	0023241940
0023211280	0023215790	0023220370	0023224100	0023228090	0023232190	0023236900	0023241960
0023211310	0023215830	0023220430	0023224130	0023228200	0023232270	0023236910	0023241990
0023211400	0023215840	0023220470	0023224240	0023228260	0023232330	0023236920	0023242010
0023211410	0023215940	0023220500	0023224300	0023228270	0023232390	0023236980	0023242020
0023211520	0023215950	0023220510	0023224360	0023228490	0023232420	0023236990	0023242260
0023211560	0023215960	0023220520	0023224370	0023228520	0023232430	0023237000	0023242290
0023211580	0023215970	0023220530	0023224390	0023228530	0023232450	0023237150	0023242410
0023211600	0023216050	0023220600	0023224490	0023228640	0023232460	0023237190	0023242610
0023211630	0023216190	0023220620	0023224500	0023228710	0023232500	0023237200	0023242620
0023211640	0023216220	0023220770	0023224510	0023228790	0023232640	0023237230	0023242660
0023211690	0023216230	0023220780	0023224520	0023228830	0023232810	0023237280	0023242670
0023211710	0023216460	0023220800	0023224530	0023228880	0023232850	0023237530	0023242680
0023211720	0023216510	0023220820	0023224550	0023228890	0023232960	0023237580	0023242700
0023211800	0023216580	0023220870	0023224720	0023229040	0023232980	0023237610	0023242910
0023211970	0023216670	0023220910	0023224890	0023229060	0023233000	0023237750	0023242920
0023211990	0023216690	0023220920	0023224920	0023229070	0023233030	0023237760	0023242960
0023212020	0023216940	0023220960	0023225130	0023229090	0023233070	0023237780	0023242990
0023212100	0023217010	0023221230	0023225160	0023229100	0023233310	0023237790	0023243080
0023212130	0023217180	0023221270	0023225300	0023229110	0023233320	0023237820	0023243090
0023212180	0023217220	0023221410	0023225310	0023229150	0023233410	0023237870	0023243270

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0023243280	0023248760	0023254670	0023258960	0023262970	0023268180	0023272310	0023276710
0023243310	0023248980	0023254760	0023259140	0023262980	0023268190	0023272340	0023276720
0023243340	0023248990	0023254900	0023259150	0023263020	0023268320	0023272530	0023276780
0023243400	0023249020	0023254930	0023259270	0023263180	0023268370	0023272770	0023276930
0023243600	0023249190	0023254940	0023259360	0023263220	0023268450	0023272780	0023277070
0023243710	0023249220	0023255020	0023259380	0023263340	0023268470	0023272820	0023277100
0023243820	0023249820	0023255060	0023259400	0023263350	0023268590	0023272830	0023277110
0023244070	0023249840	0023255090	0023259410	0023263430	0023268600	0023272840	0023277390
0023244180	0023249860	0023255170	0023259470	0023263610	0023268690	0023272870	0023277460
0023244290	0023249890	0023255190	0023259550	0023263620	0023268790	0023272880	0023277470
0023244300	0023249900	0023255200	0023259930	0023263660	0023268810	0023272960	0023277520
0023244310	0023250040	0023255350	0023259980	0023263700	0023268850	0023272980	0023277530
0023244340	0023250330	0023255360	0023260030	0023263710	0023268870	0023273070	0023277760
0023244590	0023250350	0023255480	0023260040	0023263770	0023269060	0023273240	0023277770
0023244620	0023250360	0023255610	0023260320	0023263780	0023269210	0023273270	0023277860
0023244700	0023250500	0023255680	0023260510	0023263870	0023269270	0023273360	0023277870
0023244740	0023250510	0023255690	0023260600	0023263910	0023269280	0023273380	0023277910
0023244750	0023250520	0023255960	0023260640	0023263970	0023269290	0023273400	0023278040
0023244800	0023250750	0023255980	0023260680	0023263980	0023269340	0023273460	0023278050
0023244890	0023250920	0023255990	0023260690	0023264100	0023269350	0023273580	0023278060
0023244970	0023251110	0023256100	0023260900	0023264250	0023269400	0023273640	0023278150
0023245070	0023251440	0023256210	0023260930	0023264440	0023269420	0023273680	0023278170
0023245080	0023251460	0023256250	0023260960	0023264630	0023269530	0023274180	0023278300
0023245170	0023251610	0023256430	0023260970	0023264660	0023269680	0023274200	0023278320
0023245180	0023251640	0023256640	0023260980	0023264670	0023269700	0023274280	0023278400
0023245240	0023251710	0023256660	0023260990	0023264940	0023269710	0023274410	0023278500
0023245290	0023251740	0023256690	0023261000	0023264950	0023269870	0023274440	0023278520
0023245320	0023251810	0023256700	0023261120	0023265040	0023269900	0023274500	0023278630
0023245700	0023251970	0023256740	0023261160	0023265150	0023269970	0023274540	0023278650
0023245780	0023251980	0023256850	0023261420	0023265190	0023269990	0023274720	0023278770
0023246000	0023252270	0023256870	0023261430	0023265200	0023270020	0023274790	0023278960
0023246100	0023252410	0023256930	0023261440	0023265270	0023270110	0023274870	0023279140
0023246170	0023252500	0023256960	0023261480	0023265300	0023270230	0023274950	0023279190
0023246250	0023252540	0023257000	0023261590	0023265320	0023270240	0023274960	0023279300
0023246260	0023252550	0023257030	0023261640	0023265410	0023270350	0023274970	0023279360
0023246390	0023252590	0023257050	0023261650	0023265490	0023270470	0023275040	0023279400
0023246600	0023252600	0023257060	0023261670	0023266280	0023270510	0023275070	0023279420
0023246800	0023252640	0023257070	0023261680	0023266370	0023270520	0023275250	0023279470
0023246810	0023252650	0023257120	0023261790	0023266420	0023270640	0023275280	0023279490
0023246880	0023252750	0023257130	0023261800	0023266430	0023270790	0023275310	0023279600
0023246930	0023252980	0023257240	0023261810	0023266520	0023270840	0023275410	0023279820
0023246950	0023253050	0023257270	0023261850	0023266550	0023270960	0023275480	0023279850
0023246960	0023253080	0023257280	0023261880	0023266560	0023271000	0023275510	0023280100
0023247040	0023253190	0023257460	0023261890	0023266690	0023271220	0023275710	0023280130
0023247060	0023253360	0023257610	0023261910	0023266700	0023271320	0023275730	0023280280
0023247090	0023253390	0023257630	0023261950	0023266710	0023271490	0023275750	0023280300
0023247130	0023253400	0023257650	0023262020	0023266730	0023271560	0023275760	0023280320
0023247210	0023253490	0023257700	0023262030	0023266740	0023271660	0023275840	0023280330
0023247400	0023253500	0023257950	0023262160	0023266750	0023271670	0023275860	0023280510
0023247500	0023253660	0023257960	0023262230	0023266830	0023271680	0023275980	0023280560
0023247520	0023253720	0023257970	0023262240	0023266850	0023271690	0023276040	0023280630
0023247580	0023253730	0023258020	0023262250	0023266890	0023271710	0023276110	0023280640
0023247630	0023253740	0023258180	0023262260	0023267110	0023271780	0023276140	0023280680
0023247650	0023253900	0023258360	0023262410	0023267120	0023271820	0023276320	0023280750
0023247700	0023254010	0023258370	0023262450	0023267140	0023271990	0023276400	0023280760
0023247840	0023254030	0023258420	0023262490	0023267380	0023272030	0023276480	0023280980
0023247990	0023254150	0023258620	0023262500	0023267390	0023272200	0023276540	0023281240
0023248060	0023254190	0023258660	0023262510	0023267430	0023272210	0023276560	0023281450
0023248260	0023254200	0023258750	0023262520	0023267440	0023272220	0023276600	0023281480
0023248450	0023254380	0023258830	0023262540	0023267860	0023272230	0023276610	0023281680
0023248650	0023254410	0023258880	0023262720	0023268080	0023272270	0023276630	0023281730
0023248670	0023254660	0023258890	0023262950	0023268150	0023272280	0023276640	0023281740

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0023281760	0023285390	0023289820	0023294180	0023298310	0023302790	0023306040	0023309890
0023281780	0023285480	0023289970	0023294200	0023298380	0023302800	0023306060	0023309900
0023281800	0023285650	0023289990	0023294300	0023298400	0023302810	0023306180	0023310010
0023281850	0023285680	0023290020	0023294500	0023298430	0023302850	0023306200	0023310040
0023281910	0023285700	0023290280	0023294760	0023298490	0023302880	0023306220	0023310120
0023281930	0023285780	0023290290	0023294860	0023298530	0023302890	0023306330	0023310380
0023281960	0023285970	0023290330	0023294890	0023298580	0023302900	0023306420	0023310390
0023282000	0023286090	0023290340	0023295040	0023298660	0023302990	0023306490	0023310430
0023282090	0023286150	0023290370	0023295150	0023298670	0023303090	0023306530	0023310450
0023282120	0023286160	0023290420	0023295160	0023298680	0023303200	0023306670	0023310490
0023282250	0023286180	0023290440	0023295260	0023298710	0023303510	0023306810	0023310520
0023282360	0023286260	0023290470	0023295270	0023298750	0023303520	0023307000	0023310740
0023282380	0023286340	0023290480	0023295350	0023298870	0023303570	0023307070	0023310760
0023282390	0023286520	0023290530	0023295390	0023298880	0023303640	0023307080	0023311020
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0023283260	0023287280	0023292190	0023296140	0023299980	0023304180	0023307470	0023311620
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0023283370	0023287360	0023292330	0023296170	0023300080	0023304250	0023307530	0023311690
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0023283480	0023287420	0023292500	0023296320	0023300220	0023304290	0023307930	0023311750
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0023284960	0023289000	0023293770	0023297870	0023302280	0023305800	0023309380	0023313560
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0023285250	0023289680	0023294060	0023298260	0023302620	0023306000	0023309860	0023313940
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0023314060	0023318010	0023321800	0023325530	0023329400	0023332740	0023336650	0023341310
0023314240	0023318040	0023321810	0023325540	0023329570	0023332750	0023336670	0023341390
0023314260	0023318170	0023321980	0023325780	0023329680	0023332800	0023336690	0023341410
0023314270	0023318210	0023322020	0023325830	0023329920	0023333210	0023336980	0023341480
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0023314440	0023318410	0023322170	0023325850	0023329990	0023333390	0023337030	0023341830
0023314450	0023318510	0023322190	0023325860	0023330020	0023333410	0023337060	0023341900
0023314550	0023318540	0023322210	0023325890	0023330070	0023333540	0023337150	0023341930
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0023314690	0023318860	0023322410	0023325990	0023330100	0023333600	0023337210	0023342250
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0023314840	0023318940	0023322530	0023326030	0023330120	0023333890	0023337510	0023342400
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0023317520	0023320990	0023324870	0023328320	0023332190	0023336100	0023340440	0023345430
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0023317700	0023321100	0023324950	0023328570	0023332310	0023336150	0023340510	0023345540
0023317760	0023321120	0023325190	0023328580	0023332320	0023336170	0023340580	0023345580
0023317890	0023321150	0023325210	0023328600	0023332360	0023336180	0023340840	0023345610
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0023317940	0023321320	0023325240	0023328740	0023332430	0023336220	0023341160	0023345660
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0023317970	0023321440	0023325320	0023329130	0023332570	0023336400	0023341230	0023346120
0023317980	0023321510	0023325390	0023329150	0023332630	0023336550	0023341280	0023346150
0023318000	0023321680	0023325470	0023329350	0023332710	0023336610	0023341300	0023346180

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0023346290	0023349990	0023354320	0023358770	0023363890	0023367990	0023372000	0023377250
0023346300	0023350000	0023354340	0023358780	0023363920	0023368010	0023372080	0023377270
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0023346350	0023350160	0023354380	0023359010	0023364000	0023368130	0023372340	0023377580
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0023346470	0023350280	0023354500	0023359200	0023364150	0023368450	0023372460	0023377790
0023346540	0023350320	0023354520	0023359220	0023364180	0023368500	0023372470	0023377880
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0023346900	0023350480	0023354770	0023359490	0023364390	0023368860	0023372640	0023377970
0023346910	0023350500	0023354940	0023359540	0023364460	0023368940	0023372650	0023378020
0023346970	0023350570	0023354950	0023359590	0023364610	0023368950	0023372730	0023378050
0023347150	0023350630	0023354960	0023359600	0023364800	0023368970	0023372860	0023378120
0023347180	0023350790	0023354970	0023359610	0023364810	0023369030	0023372880	0023378300
0023347200	0023350810	0023355060	0023359720	0023364830	0023369060	0023373500	0023378370
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0023349550	0023353550	0023357950	0023362620	0023367310	0023371360	0023376100	0023380570
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0023349640	0023353640	0023358110	0023362910	0023367450	0023371410	0023376630	0023380820
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0023381380	0023384860	0023388910	0023394730	0023398470	0023401900	0023406080	0023411210
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0023381780	0023384920	0023389210	0023395190	0023398720	0023402080	0023406170	0023411470
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0023382110	0023385020	0023389300	0023395220	0023398800	0023402220	0023406370	0023411550
0023382230	0023385030	0023389310	0023395230	0023398810	0023402270	0023406530	0023411650
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0023384320	0023388550	0023394470	0023398170	0023401730	0023405660	0023410970	0023416120
0023384390	0023388630	0023394510	0023398320	0023401740	0023405730	0023410990	0023416270
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0023384720	0023388840	0023394630	0023398380	0023401860	0023405940	0023411110	0023416540
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0023416950	0023420700	0023424650	0023428700	0023432990	0023439080	0023443720	0023448280
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0023417030	0023420760	0023424860	0023428880	0023433200	0023439100	0023443750	0023448530
0023417130	0023420770	0023424890	0023428990	0023433260	0023439180	0023443790	0023448540
0023417170	0023420880	0023424900	0023429000	0023433300	0023439200	0023443800	0023448630
0023417310	0023420930	0023424970	0023429050	0023433390	0023439290	0023443880	0023448640
0023417440	0023420940	0023425020	0023429150	0023433440	0023439370	0023443910	0023448650
0023417490	0023420950	0023425030	0023429160	0023433460	0023439430	0023444450	0023448720
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0023417750	0023421270	0023425360	0023429370	0023434110	0023439540	0023445120	0023449050
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0023417840	0023421330	0023425450	0023429470	0023434180	0023439790	0023445290	0023449250
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0023417970	0023421450	0023425620	0023429560	0023434330	0023440140	0023445570	0023449640
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0023418150	0023421540	0023425720	0023429790	0023434400	0023440340	0023445600	0023449670
0023418330	0023421590	0023425750	0023429800	0023434410	0023440370	0023445670	0023449830
0023418340	0023421680	0023425900	0023429860	0023434540	0023440420	0023445740	0023449880
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0023418730	0023422120	0023426310	0023430680	0023436010	0023441130	0023445890	0023450370
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0023420420	0023424270	0023428120	0023432740	0023438510	0023442820	0023447990	0023452400
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0023452700	0023457440	0023461500	0023465420	0023470950	0023475710	0023480190	0023485250
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0023453380	0023457670	0023461880	0023466340	0023471530	0023476210	0023480530	0023485920
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0023489630	0023494730	0023499290	0023503280	0025004830	0025009790	0025014580	0025019730
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0023493440	0023498000	0023502000	0025002970	0025008800	0025013260	0025018650	0025022460
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0023493670	0023498270	0023502220	0025003360	0025009120	0025013460	0025018700	0025022610
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0023493870	0023498320	0023502320	0025003660	0025009340	0025013570	0025018890	0025022740
0023493880	0023498550	0023502360	0025003810	0025009370	0025013580	0025018990	0025022940
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0023494220	0023498580	0023502440	0025003980	0025009430	0025013870	0025019240	0025023030
0023494350	0023498610	0023502450	0025004010	0025009450	0025013950	0025019370	0025023140
0023494450	0023498650	0023502640	0025004020	0025009460	0025013960	0025019380	0025023270
0023494490	0023498740	0023502900	0025004680	0025009480	0025014040	0025019390	0025023310
0023494670	0023498800	0023502970	0025004690	0025009510	0025014110	0025019400	0025023340
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0023494690	0023499090	0023503030	0025004740	0025009690	0025014320	0025019570	0025023450
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0023494710	0023499250	0023503090	0025004800	0025009750	0025014420	0025019610	0025023580

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0025023730	0025028180	0025032500	0025037130	0025041140	0025046190	0025050830	0025055690
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0025024110	0025028510	0025032880	0025037390	0025041580	0025046850	0025051230	0025056020
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0025027720	0025032030	0025036690	0025040920	0025045450	0025050430	0025054950	0025059150
0025027810	0025032040	0025036750	0025040970	0025045460	0025050540	0025055160	0025059310
0025027860	0025032050	0025036850	0025040990	0025045740	0025050550	0025055220	0025059340
0025028080	0025032090	0025036870	0025041000	0025045830	0025050730	0025055400	0025059350
0025028110	0025032170	0025036880	0025041060	0025045840	0025050750	0025055430	0025059420
0025028120	0025032200	0025036910	0025041110	0025046140	0025050760	0025055440	0025059430
0025028150	0025032210	0025037100	0025041130	0025046180	0025050810	0025055510	0025059460

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0025059480	0025064220	0025069550	0025074150	0025080350	0025084850	0025088360	0025093710
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0025059510	0025064270	0025069990	0025074220	0025080450	0025084960	0025088450	0025093840
0025059540	0025064290	0025070050	0025074380	0025080520	0025085300	0025088540	0025094160
0025059560	0025064620	0025070120	0025074430	0025080610	0025085440	0025088730	0025094180
0025059610	0025064710	0025070180	0025074570	0025080630	0025085480	0025088740	0025094200
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0025059710	0025064970	0025070220	0025074900	0025080650	0025085580	0025088770	0025094350
0025060020	0025065010	0025070280	0025075130	0025080770	0025085600	0025088840	0025094390
0025060140	0025065050	0025070370	0025075310	0025080790	0025085690	0025089160	0025094400
0025060170	0025065080	0025070480	0025075320	0025080850	0025085700	0025089240	0025094440
0025060270	0025065100	0025070490	0025075380	0025081070	0025085730	0025089470	0025094480
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0025060500	0025065430	0025070590	0025075800	0025081240	0025085770	0025089590	0025094630
0025060520	0025065450	0025070730	0025075930	0025081260	0025085830	0025089620	0025094670
0025060800	0025065750	0025070750	0025076310	0025081410	0025085980	0025089700	0025094810
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0025061510	0025066840	0025071530	0025077430	0025082440	0025086430	0025090090	0025095760
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0025061710	0025067280	0025071630	0025077630	0025082920	0025086560	0025090490	0025095990
0025062020	0025067490	0025071660	0025077690	0025082970	0025086640	0025091060	0025096000
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0025062170	0025067910	0025071920	0025077760	0025083100	0025086690	0025091320	0025096070
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0025062490	0025068170	0025072200	0025078140	0025083520	0025086780	0025091590	0025096340
0025062850	0025068180	0025072260	0025078200	0025083540	0025086790	0025091730	0025096400
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0025063020	0025068240	0025072550	0025078460	0025083570	0025086930	0025091790	0025096620
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0025063800	0025068970	0025073610	0025079590	0025084280	0025087750	0025092690	0025098140
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0025098630	0025103290	0025107260	0025111570	0025116420	0025121050	0025126480	0025132170
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0025101700	0025106200	0025110720	0025115620	0025118890	0025125030	0025130650	0025135240
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0025136650	0025141480	0025145880	0025149090	0025152240	0025155370	0025158110	0025162460
0025136670	0025141500	0025145900	0025149100	0025152260	0025155450	0025158180	0025162820
0025136680	0025141660	0025145910	0025149110	0025152400	0025155610	0025158260	0025162940
0025136690	0025141690	0025145920	0025149130	0025152420	0025155650	0025158310	0025163070
0025136770	0025141800	0025145930	0025149140	0025152430	0025155720	0025158320	0025163200
0025136830	0025141820	0025145940	0025149220	0025152470	0025155780	0025158400	0025163210
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0025137250	0025142030	0025146090	0025149510	0025152680	0025156100	0025158690	0025163640
0025137450	0025142110	0025146100	0025149800	0025152770	0025156120	0025158700	0025163650
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0025137640	0025142280	0025146200	0025149830	0025153000	0025156270	0025158740	0025163790
0025137690	0025142290	0025146290	0025149900	0025153040	0025156280	0025158850	0025163840
0025137760	0025142310	0025146300	0025149940	0025153060	0025156290	0025159020	0025163940
0025137830	0025142400	0025146360	0025150090	0025153110	0025156390	0025159100	0025164240
0025137960	0025142670	0025146370	0025150100	0025153160	0025156430	0025159160	0025164330
0025137970	0025142700	0025146410	0025150310	0025153190	0025156440	0025159180	0025164490
0025137980	0025142850	0025146630	0025150320	0025153230	0025156450	0025159340	0025164500
0025138010	0025143000	0025146870	0025150380	0025153270	0025156590	0025159420	0025164540
0025138120	0025143120	0025146910	0025150450	0025153350	0025156600	0025159540	0025164570
0025138140	0025143170	0025146970	0025150510	0025153410	0025156610	0025159550	0025164590
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0025138420	0025143450	0025147020	0025150740	0025153440	0025156750	0025160120	0025164700
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0025138850	0025143690	0025147350	0025151010	0025153530	0025156940	0025160340	0025165070
0025138970	0025143700	0025147410	0025151040	0025153540	0025157020	0025160380	0025165180
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0025139470	0025144290	0025148050	0025151260	0025153810	0025157210	0025160950	0025165960
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0025139840	0025144420	0025148120	0025151290	0025153860	0025157230	0025160990	0025166010
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0025141380	0025145840	0025149040	0025152210	0025155360	0025157980	0025162430	0025167190

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0025167230	0025170390	0025174710	0025179980	0025185150	0025189400	0025194730	0025199760
0025167250	0025170400	0025174730	0025180010	0025185200	0025189600	0025194770	0025199780
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0025167350	0025170550	0025174850	0025180050	0025185280	0025189770	0025194940	0025200210
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0025167540	0025170770	0025175140	0025180340	0025185820	0025190040	0025195580	0025200440
0025167550	0025170780	0025175260	0025180480	0025185870	0025190100	0025195620	0025200460
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0025167690	0025171150	0025175560	0025180800	0025186200	0025190390	0025195870	0025200730
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0025167750	0025171230	0025175580	0025180890	0025186270	0025190560	0025195960	0025200860
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0025167910	0025171670	0025175890	0025181520	0025186350	0025190680	0025196110	0025200900
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0025168030	0025171810	0025176010	0025181890	0025186550	0025191280	0025196340	0025201140
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0025169060	0025172930	0025177530	0025183310	0025187620	0025192570	0025197600	0025202490
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0025169120	0025173160	0025177580	0025183680	0025187800	0025192600	0025197720	0025202610
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0025169310	0025173410	0025178330	0025183990	0025187920	0025192790	0025198040	0025202790
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0025169610	0025173510	0025178770	0025184280	0025188320	0025193720	0025198430	0025203200
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0025169980	0025173910	0025179110	0025184490	0025188850	0025193950	0025199330	0025203400
0025170000	0025174040	0025179180	0025184500	0025188900	0025194010	0025199360	0025203570
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0025170210	0025174250	0025179380	0025184930	0025189170	0025194430	0025199680	0025203650
0025170260	0025174510	0025179730	0025184940	0025189250	0025194440	0025199690	0025203660
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0025203830	0025209160	0025214530	0025218870	0025223800	0025228070	0025232670	0025237640
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0025205030	0025210300	0025215180	0025219670	0025224320	0025228610	0025233700	0025237940
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0025206140	0025211340	0025216090	0025220490	0025225450	0025229780	0025234710	0025238980
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0025241210	0025246080	0025250600	0025255960	0025260620	0025265060	0025271340	0025276800
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0025356110	0026000160	0026005100	0026008940	0026012990	0026017610	0026022920	0026027760
0025356120	0026000200	0026005130	0026009000	0026013000	0026017710	0026023470	0026027790
0025356180	0026000210	0026005180	0026009010	0026013040	0026017720	0026023520	0026027800
0025356220	0026000290	0026005190	0026009170	0026013090	0026017790	0026023540	0026028160
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0025356310	0026000370	0026005280	0026009280	0026013140	0026017900	0026023900	0026028210
0025356420	0026000490	0026005370	0026009350	0026013190	0026017960	0026023930	0026028320
0025356530	0026000510	0026005460	0026009370	0026013200	0026017970	0026023940	0026028360
0025356630	0026000600	0026005490	0026009710	0026013210	0026018010	0026024270	0026028520
0025356700	0026000780	0026005500	0026009770	0026013300	0026018080	0026024310	0026028570
0025356750	0026000790	0026005520	0026009820	0026013380	0026018090	0026024380	0026028580
0025356770	0026000940	0026005530	0026009980	0026013580	0026018100	0026024450	0026028620
0025356790	0026001010	0026005740	0026010160	0026013660	0026018150	0026024780	0026028650
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0025356940	0026001180	0026005790	0026010320	0026013860	0026018320	0026024850	0026028830
0025356950	0026001210	0026005850	0026010460	0026013890	0026018470	0026024880	0026028940
0025356990	0026001430	0026005890	0026010540	0026013900	0026018480	0026024910	0026028980
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0025357220	0026001570	0026005930	0026010630	0026014090	0026018900	0026025150	0026029230
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0026029590	0026033710	0026037750	0026043110	0026047300	0026051640	0026056710	0026060160
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0026029640	0026033890	0026038100	0026043450	0026047850	0026051860	0026056840	0026060270
0026029680	0026033940	0026038110	0026043620	0026048120	0026051870	0026056850	0026060300
0026029780	0026033990	0026038330	0026043710	0026048250	0026051880	0026056870	0026060310
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0026030230	0026034660	0026038960	0026044670	0026048610	0026052520	0026057390	0026061000
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0026030420	0026034750	0026039010	0026044820	0026048740	0026052540	0026057640	0026061180
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0026030770	0026034870	0026039230	0026045110	0026048880	0026053170	0026057920	0026061320
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0026031260	0026035400	0026040120	0026045400	0026049710	0026054040	0026058150	0026061670
0026031270	0026035620	0026040140	0026045410	0026049840	0026054070	0026058280	0026061830
0026031320	0026035670	0026040150	0026045450	0026049880	0026054160	0026058300	0026061870
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0026031510	0026035760	0026040450	0026045550	0026049970	0026054270	0026058480	0026062030
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0026032010	0026036510	0026041490	0026046230	0026050520	0026055150	0026058960	0026062640
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0026032250	0026036670	0026041640	0026046310	0026050540	0026055380	0026059030	0026062890
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0026063790	0026067360	0026071120	0026077220	0026081640	0026085770	0026090640	0026095310
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0026063930	0026067380	0026071280	0026077260	0026081770	0026085910	0026090710	0026095330
0026064020	0026067390	0026071490	0026077290	0026081800	0026085990	0026090730	0026095360
0026064120	0026067400	0026071680	0026077320	0026081890	0026086150	0026090750	0026095380
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0026064250	0026067790	0026071780	0026077920	0026082190	0026086530	0026090890	0026095760
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0026064340	0026067910	0026072030	0026078070	0026082420	0026086810	0026091160	0026095940
0026064440	0026068040	0026072060	0026078090	0026082620	0026086820	0026091210	0026095970
0026064490	0026068080	0026072080	0026078100	0026082630	0026086830	0026091630	0026096040
0026064500	0026068090	0026072350	0026078140	0026082640	0026086900	0026091690	0026096190
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0026067260	0026070950	0026077080	0026081470	0026085600	0026090410	0026095170	0026099100
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0026099150	0026102520	0026106460	0026110770	0026115260	0026119580	0026124840	0026129370
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0026134320	0026139630	0026144570	0026149760	0026154180	0026159350	0026163890	0026169180
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0026135940	0026141120	0026146090	0026151370	0026155620	0026161090	0026165190	0026170780
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0026174160	0026179610	0026183410	0026187570	0026191480	0026196460	0026201100	0026205900
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0026210270	0026214600	0026219580	0026224260	0026228330	0026232680	0026237780	0026242400
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0026245960	0026250200	0026254680	0026260990	0026264770	0026268960	0026272920	0026277360
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0026281000	0026284670	0026288840	0026292770	0026297690	0026302040	0026305890	0026309520
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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0026348320	0026352070	0026357410	0026362210	0026366950	0026371210	0026375650	0026380650
0026348330	0026352100	0026357440	0026362260	0026367130	0026371270	0026375850	0026380680
0026348370	0026352250	0026357650	0026362280	0026367150	0026371280	0026375950	0026380930
0026348460	0026352260	0026357700	0026362290	0026367290	0026371340	0026376180	0026380950
0026348530	0026352380	0026357760	0026362360	0026367350	0026371450	0026376240	0026381000
0026348610	0026352400	0026357770	0026362520	0026367360	0026371480	0026376280	0026381140
0026348650	0026352520	0026358080	0026362820	0026367500	0026371540	0026376370	0026381250
0026348660	0026352620	0026358090	0026362970	0026367610	0026371640	0026376400	0026381620
0026348670	0026352650	0026358100	0026363090	0026367690	0026371750	0026376640	0026381630
0026348720	0026352660	0026358110	0026363150	0026367780	0026371820	0026376730	0026381670
0026348780	0026352690	0026358120	0026363260	0026367980	0026371830	0026376770	0026381720
0026348790	0026352740	0026358220	0026363270	0026368010	0026371900	0026376810	0026381920
0026348830	0026352790	0026358390	0026363410	0026368200	0026371920	0026376840	0026381960
0026348910	0026353110	0026358450	0026363470	0026368250	0026372030	0026376900	0026382000
0026348930	0026353120	0026358600	0026363700	0026368300	0026372210	0026377070	0026382040
0026348940	0026353270	0026358680	0026363710	0026368430	0026372350	0026377380	0026382060
0026348970	0026353630	0026358690	0026363720	0026368490	0026372470	0026377930	0026382090
0026349010	0026353830	0026358800	0026363730	0026368610	0026372490	0026378020	0026382250
0026349050	0026353950	0026358820	0026363770	0026368810	0026372530	0026378090	0026382510
0026349120	0026354060	0026359250	0026363830	0026368820	0026372560	0026378120	0026382620
0026349170	0026354290	0026359440	0026363920	0026368840	0026372600	0026378130	0026382640
0026349430	0026354540	0026359450	0026364000	0026368860	0026372690	0026378160	0026382650
0026349440	0026354640	0026359500	0026364040	0026368880	0026372790	0026378460	0026382690
0026349510	0026354650	0026359610	0026364210	0026368930	0026372900	0026378470	0026382700
0026349520	0026354720	0026359730	0026364310	0026369000	0026373010	0026378550	0026382840
0026349570	0026354900	0026359760	0026364320	0026369030	0026373090	0026378560	0026382860

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0026382920	0026388670	0026392340	0026396710	0026400650	0026404620	0026407870	0026412240
0026382990	0026388810	0026392370	0026396800	0026400660	0026404640	0026407890	0026412650
0026383020	0026388820	0026392470	0026396820	0026400740	0026404720	0026407940	0026412690
0026383060	0026388830	0026392510	0026396860	0026400770	0026404750	0026407960	0026412720
0026383080	0026388870	0026392550	0026396920	0026401020	0026404780	0026407980	0026412730
0026383110	0026388910	0026392570	0026396930	0026401040	0026404790	0026408130	0026412750
0026383130	0026388920	0026392650	0026397050	0026401120	0026404880	0026408330	0026412760
0026383280	0026388940	0026392720	0026397060	0026401130	0026405020	0026408370	0026412960
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0026383630	0026389020	0026393000	0026397090	0026401200	0026405330	0026408600	0026413200
0026383650	0026389100	0026393070	0026397190	0026401220	0026405360	0026408810	0026413210
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0026383970	0026389230	0026393220	0026397670	0026401330	0026405410	0026409030	0026413340
0026384060	0026389370	0026393230	0026397680	0026401410	0026405440	0026409060	0026413380
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0026384450	0026389600	0026393280	0026397760	0026401480	0026405590	0026409090	0026413500
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0026384500	0026389710	0026393360	0026397830	0026401570	0026405620	0026409190	0026413540
0026384560	0026389760	0026393520	0026397970	0026401640	0026405630	0026409640	0026413680
0026384600	0026389840	0026393560	0026398250	0026401680	0026405770	0026409690	0026413770
0026384640	0026389950	0026393720	0026398450	0026401720	0026405780	0026409700	0026413850
0026384760	0026390010	0026393840	0026398510	0026402060	0026405810	0026409710	0026414020
0026384800	0026390020	0026393870	0026398570	0026402190	0026405820	0026409760	0026414030
0026384810	0026390030	0026394010	0026398580	0026402290	0026405830	0026409870	0026414130
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0026384930	0026390070	0026394260	0026398630	0026402460	0026405850	0026410120	0026414270
0026384940	0026390130	0026394280	0026398680	0026402470	0026405860	0026410160	0026414350
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0026385210	0026390350	0026394390	0026398740	0026402690	0026405930	0026410430	0026414630
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0026385450	0026390580	0026394630	0026398960	0026402920	0026406280	0026410650	0026414780
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0026386390	0026391100	0026394960	0026399410	0026403290	0026406670	0026411420	0026415350
0026386420	0026391110	0026395000	0026399420	0026403300	0026406720	0026411480	0026415400
0026386520	0026391160	0026395070	0026399460	0026403340	0026406820	0026411560	0026415600
0026386580	0026391210	0026395090	0026399470	0026403350	0026406870	0026411570	0026415680
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0026386960	0026391430	0026395730	0026399690	0026403790	0026407350	0026411700	0026415900
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0026387740	0026391660	0026396190	0026400110	0026404080	0026407640	0026411980	0026416100
0026387900	0026391730	0026396290	0026400450	0026404210	0026407670	0026412020	0026416110
0026387940	0026391750	0026396320	0026400560	0026404260	0026407680	0026412030	0026416120
0026388170	0026391830	0026396480	0026400590	0026404390	0026407710	0026412140	0026416160
0026388290	0026392260	0026396510	0026400620	0026404460	0026407720	0026412190	0026416250
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0026416270	0026421540	0026425440	0026430770	0026434620	0026439350	0026443120	0026446760
0026416660	0026421570	0026425480	0026431070	0026434630	0026439460	0026443140	0026446940
0026416700	0026421590	0026425560	0026431110	0026434740	0026439560	0026443170	0026446950
0026416850	0026421690	0026425640	0026431120	0026434810	0026439570	0026443180	0026447010
0026416870	0026421780	0026425650	0026431130	0026434830	0026439590	0026443290	0026447160
0026416940	0026421820	0026425660	0026431140	0026434930	0026439750	0026443310	0026447170
0026417070	0026421930	0026425860	0026431300	0026434970	0026439770	0026443420	0026447180
0026417130	0026422100	0026426010	0026431340	0026434990	0026439790	0026443450	0026447190
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0026417170	0026422270	0026426240	0026431450	0026435240	0026440170	0026443510	0026447350
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0026417570	0026422570	0026427200	0026431740	0026435590	0026440370	0026443760	0026447580
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0026421500	0026425320	0026430700	0026434420	0026439190	0026442970	0026446690	0026450810
0026421530	0026425370	0026430730	0026434610	0026439340	0026443060	0026446740	0026450860

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0026451030	0026453920	0026457730	0026461860	0026466800	0026470800	0026475180	0026479950
0026451040	0026454030	0026457760	0026461880	0026466830	0026470810	0026475200	0026480050
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0026451080	0026454240	0026457840	0026462070	0026466890	0026471030	0026475410	0026480100
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0026484380	0026488030	0026492130	0026496310	0026501730	0026506520	0026510820	0026514640
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0026487790	0026492010	0026496040	0026501530	0026506230	0026510490	0026514530	0026518280
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0026518410	0026522640	0026527250	0026530950	0026534630	0026537610	0026541900	0026547250
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0026518580	0026522710	0026527730	0026530970	0026534730	0026537690	0026541980	0026547340
0026518630	0026522740	0026527770	0026530990	0026534740	0026537710	0026542150	0026547620
0026518670	0026522750	0026527830	0026531000	0026534780	0026537800	0026542200	0026547640
0026518920	0026522780	0026527840	0026531020	0026534820	0026538060	0026542210	0026547800
0026518940	0026522880	0026527850	0026531370	0026534840	0026538130	0026542300	0026547810
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0026519110	0026522920	0026527870	0026531430	0026534990	0026538150	0026542360	0026547870
0026519170	0026522950	0026527890	0026531440	0026535000	0026538200	0026542630	0026547960
0026519180	0026522980	0026527960	0026531650	0026535010	0026538220	0026542680	0026548010
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0026519530	0026523130	0026528110	0026531880	0026535290	0026538780	0026542840	0026548320
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0026521690	0026525840	0026530200	0026533890	0026536810	0026540920	0026546070	0026550930
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0026522560	0026527160	0026530790	0026534550	0026537590	0026541810	0026547180	0026552030
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0026552110	0026555750	0026560650	0026564700	0026567940	0026571700	0026575790	0026579320
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0026584690	0026589180	0026592430	0026596820	0026600520	0026604240	0026608750	0026611930
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0026588820	0026592120	0026595700	0026600230	0026603860	0026607660	0026611760	0026614660
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0026614990	0026618200	0026622990	0026626700	0026630990	0026635100	0026640290	0026644230
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0026615020	0026618390	0026623170	0026626870	0026631020	0026635120	0026640320	0026644260
0026615070	0026618490	0026623220	0026627000	0026631070	0026635140	0026640330	0026644290
0026615080	0026618500	0026623260	0026627010	0026631080	0026635280	0026640400	0026644320
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0026615190	0026618590	0026623310	0026627150	0026631280	0026635410	0026640520	0026644360
0026615210	0026618710	0026623320	0026627220	0026631430	0026635420	0026640570	0026644430
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0026615340	0026619010	0026623430	0026627330	0026631620	0026635500	0026640890	0026644540
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0026647840	0026651390	0026654800	0026658210	0026661810	0026664970	0026670650	0026674760
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0026678310	0026682610	0026686590	0026690540	0026694620	0026698400	0026702050	0026705620
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0026710200	0026714010	0026717700	0026721940	0026725690	0026730120	0026735220	0026738980
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0026774170	0026778020	0026781210	0026785410	0026789360	0026793410	0026797430	0026801000
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0026777480	0026780800	0026785090	0026788960	0026793020	0026796940	0026800750	0026804160
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0026804770	0026808270	0026811870	0026816160	0026820470	0026823920	0026827880	0026831560
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0026835580	0026839310	0026843380	0026847140	0026850430	0026853960	0026857680	0026861040
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0026838940	0026842940	0026846620	0026849850	0026853740	0026857270	0026860730	0026864990
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0026839220	0026843200	0026847010	0026850300	0026853930	0026857560	0026861000	0026865670
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0026865750	0026869600	0026873140	0026877410	0026881460	0026884810	0026887210	0026891810
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0026894820	0026898770	0026902880	0026907960	0026911800	0026915290	0026919210	0026923100
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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0026957050	0026960920	0026965040	0026969120	0026971930	0026974840	0026977930	0026980470
0026957150	0026961060	0026965050	0026969130	0026971950	0026974850	0026978060	0026980490
0026957180	0026961170	0026965140	0026969170	0026971970	0026974900	0026978100	0026980500
0026957220	0026961220	0026965240	0026969220	0026972030	0026974910	0026978120	0026980520
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0026957280	0026961600	0026965310	0026969250	0026972080	0026975040	0026978270	0026980750
0026957290	0026961640	0026965320	0026969280	0026972100	0026975130	0026978290	0026980790

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0026980840	0026983980	0026987770	0026992520	0026996530	0027000130	0027004060	0027007290
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0026981110	0026984260	0026988150	0026993120	0026996980	0027000590	0027004510	0027007790
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0026981260	0026984410	0026988510	0026993180	0026997010	0027000720	0027004560	0027007910
0026981320	0026984460	0026988560	0026993200	0026997020	0027000890	0027004600	0027008010
0026981450	0026984520	0026988570	0026993350	0026997070	0027000930	0027004650	0027008040
0026981460	0026984680	0026988720	0026993380	0026997090	0027001070	0027004670	0027008220
0026981480	0026984690	0026988950	0026993410	0026997150	0027001150	0027004710	0027008260
0026981530	0026984730	0026988980	0026993420	0026997170	0027001160	0027004730	0027008340
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0026981690	0026984820	0026989000	0026993470	0026997200	0027001350	0027004750	0027008430
0026981700	0026984860	0026989070	0026993690	0026997220	0027001550	0027004780	0027008520
0026981720	0026984870	0026989130	0026993920	0026997240	0027001770	0027004790	0027008530
0026981810	0026985020	0026989460	0026993980	0026997320	0027001810	0027004850	0027008550
0026981850	0026985140	0026989470	0026994240	0026997330	0027001840	0027004890	0027008690
0026981880	0026985330	0026989550	0026994330	0026997350	0027001850	0027004930	0027008710
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0026982620	0026986030	0026990580	0026995290	0026998270	0027002940	0027005580	0027010190
0026982750	0026986040	0026990700	0026995300	0026998580	0027002960	0027005700	0027010270
0026982800	0026986080	0026990830	0026995310	0026998600	0027002970	0027005710	0027010350
0026982830	0026986090	0026990860	0026995360	0026998620	0027002980	0027005720	0027010440
0026982870	0026986220	0026991140	0026995370	0026998640	0027002990	0027005850	0027010450
0026982880	0026986330	0026991170	0026995380	0026998650	0027003030	0027005880	0027010580
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0026983160	0026986630	0026991260	0026995590	0026998830	0027003220	0027006150	0027010650
0026983170	0026986780	0026991320	0026995620	0026998840	0027003230	0027006190	0027010780
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0026983500	0026987240	0026991870	0026995920	0026999220	0027003490	0027006580	0027011060
0026983570	0026987310	0026991910	0026995960	0026999260	0027003520	0027006860	0027011130
0026983630	0026987320	0026991970	0026995980	0026999340	0027003540	0027006940	0027011230
0026983650	0026987330	0026991980	0026996020	0026999380	0027003590	0027006960	0027011450
0026983700	0026987350	0026992050	0026996030	0026999450	0027003610	0027006970	0027011470
0026983720	0026987370	0026992140	0026996040	0026999460	0027003660	0027007060	0027011490
0026983750	0026987530	0026992150	0026996050	0026999530	0027003690	0027007090	0027011500
0026983760	0026987550	0026992200	0026996060	0026999580	0027003740	0027007110	0027011510
0026983770	0026987580	0026992240	0026996110	0026999590	0027003750	0027007130	0027011590
0026983890	0026987610	0026992250	0026996150	0026999900	0027003800	0027007150	0027011650
0026983900	0026987670	0026992360	0026996200	0026999970	0027003860	0027007250	0027011660
0026983910	0026987730	0026992420	0026996390	0027000000	0027003890	0027007260	0027011670
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0027011720	0027014430	0027017750	0027021880	0027025960	0027028600	0027031520	0027035850
0027011870	0027014440	0027017810	0027021900	0027026000	0027028660	0027031600	0027035860
0027011880	0027014530	0027017910	0027021930	0027026120	0027028740	0027031690	0027035870
0027011890	0027014580	0027017990	0027021980	0027026130	0027028780	0027031700	0027036130
0027011920	0027014590	0027018050	0027022010	0027026140	0027028830	0027031730	0027036160
0027011930	0027014620	0027018090	0027022030	0027026150	0027028880	0027031750	0027036240
0027011940	0027014630	0027018130	0027022110	0027026230	0027028890	0027031800	0027036270
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0027012040	0027014980	0027018180	0027022320	0027026360	0027029230	0027031910	0027036450
0027012170	0027014990	0027018300	0027022330	0027026380	0027029310	0027031930	0027036560
0027012190	0027015070	0027018310	0027022390	0027026400	0027029320	0027032110	0027036700
0027012230	0027015330	0027018330	0027022580	0027026410	0027029330	0027032350	0027036710
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0027014360	0027017550	0027021840	0027025680	0027028500	0027031360	0027035830	0027039780
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0027039920	0027043760	0027047380	0027051400	0027055360	0027059500	0027062780	0027065830
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0027040330	0027044020	0027047910	0027051850	0027055620	0027059790	0027062990	0027066210
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0027040640	0027044120	0027048150	0027052460	0027055800	0027059940	0027063060	0027066410
0027040680	0027044150	0027048160	0027052470	0027055930	0027060030	0027063070	0027066550
0027040720	0027044180	0027048180	0027052490	0027055970	0027060060	0027063090	0027066570
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0027040840	0027044240	0027048330	0027052790	0027056090	0027060100	0027063110	0027066610
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0027040990	0027044430	0027048800	0027053000	0027056310	0027060150	0027063390	0027066720
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0027041030	0027044470	0027048860	0027053060	0027056460	0027060310	0027063540	0027066780
0027041150	0027044490	0027049040	0027053080	0027056510	0027060320	0027063550	0027066790
0027041190	0027044510	0027049250	0027053100	0027056740	0027060460	0027063560	0027066830
0027041270	0027044520	0027049290	0027053200	0027056820	0027060590	0027063580	0027066930
0027041330	0027044530	0027049310	0027053230	0027056970	0027060600	0027063630	0027066960
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0027043140	0027046290	0027050820	0027054350	0027058700	0027061930	0027064910	0027068290
0027043150	0027046500	0027050920	0027054400	0027058750	0027061940	0027064920	0027068300
0027043210	0027046560	0027050930	0027054570	0027058760	0027061980	0027064970	0027068360
0027043240	0027046570	0027050960	0027054790	0027058790	0027062060	0027065010	0027068370
0027043340	0027046660	0027050970	0027054840	0027058800	0027062070	0027065150	0027068500
0027043350	0027046670	0027051010	0027054850	0027058890	0027062100	0027065310	0027068530
0027043360	0027046680	0027051040	0027054950	0027058950	0027062130	0027065370	0027068560
0027043370	0027046710	0027051070	0027055010	0027058960	0027062340	0027065400	0027068580
0027043520	0027046780	0027051210	0027055210	0027058980	0027062550	0027065410	0027068690
0027043540	0027046970	0027051220	0027055220	0027059290	0027062570	0027065430	0027068720
0027043650	0027047050	0027051230	0027055270	0027059330	0027062580	0027065520	0027068740
0027043720	0027047090	0027051240	0027055290	0027059360	0027062630	0027065700	0027068800
0027043730	0027047150	0027051320	0027055340	0027059370	0027062640	0027065780	0027068810

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0027068850	0027072740	0027075570	0027078710	0027081530	0027086340	0027089500	0027093050
0027068880	0027072750	0027075590	0027078840	0027081540	0027086350	0027089660	0027093180
0027068910	0027072760	0027075620	0027078980	0027081570	0027086450	0027089750	0027093390
0027068990	0027072770	0027075660	0027079000	0027081940	0027086470	0027089800	0027093420
0027069000	0027072780	0027075770	0027079030	0027082030	0027086590	0027089810	0027093450
0027069110	0027072790	0027075810	0027079040	0027082040	0027086600	0027089840	0027093480
0027069120	0027072880	0027075860	0027079060	0027082500	0027086850	0027089860	0027093490
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0027069430	0027073040	0027076130	0027079230	0027082750	0027087010	0027090050	0027093890
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0027070320	0027073630	0027076730	0027079860	0027083430	0027087500	0027090940	0027094450
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0027070390	0027073720	0027076980	0027080190	0027083570	0027087610	0027091020	0027094790
0027070430	0027073760	0027077120	0027080210	0027083640	0027087940	0027091040	0027094800
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0027070670	0027073920	0027077290	0027080350	0027083820	0027088220	0027091220	0027094870
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0027072300	0027074860	0027078380	0027081140	0027085870	0027089010	0027092500	0027096120
0027072310	0027074870	0027078400	0027081230	0027085880	0027089030	0027092510	0027096180
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0027096530	0027099570	0027102770	0027105490	0027109180	0027112330	0027115190	0027118680
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0027097120	0027100190	0027103250	0027106030	0027110020	0027113020	0027115480	0027119390
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0027097220	0027100250	0027103370	0027106210	0027110270	0027113040	0027115530	0027119480
0027097240	0027100350	0027103410	0027106250	0027110370	0027113070	0027115630	0027119510
0027097270	0027100370	0027103420	0027106290	0027110400	0027113130	0027115680	0027119560
0027097290	0027100440	0027103480	0027106360	0027110430	0027113150	0027115970	0027119570
0027097310	0027100580	0027103490	0027106370	0027110440	0027113170	0027116020	0027119630
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0027121840	0027124960	0027128610	0027131710	0027134190	0027136650	0027139090	0027143530
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0027124550	0027128410	0027131550	0027134050	0027136460	0027138980	0027143410	0027146570
0027124770	0027128420	0027131570	0027134070	0027136540	0027138990	0027143460	0027146690
0027124820	0027128480	0027131680	0027134080	0027136550	0027139060	0027143510	0027146700
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

0027146780	0027149140	0027152190	0027154650	0027157640	0027161390	0027801770	0028003860
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0027147010	0027149530	0027152350	0027154880	0027158140	0027161550	0028000430	0028004070
0027147160	0027149540	0027152360	0027155090	0027158290	0027161560	0028000440	0028004100
0027147170	0027149610	0027152390	0027155180	0027158300	0027161570	0028000460	0028004130
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0027148030	0027150480	0027153330	0027156430	0027159490	0027800020	0028002460	0028005100
0027148100	0027150540	0027153370	0027156520	0027159500	0027800040	0028002570	0028005160
0027148110	0027150550	0027153490	0027156770	0027159510	0027800050	0028002610	0028005170
0027148140	0027150570	0027153610	0027156810	0027159530	0027800130	0028002780	0028005320
0027148160	0027150610	0027153680	0027156880	0027159540	0027800170	0028002790	0028005340
0027148170	0027150800	0027153710	0027156930	0027159550	0027800210	0028002820	0028005400
0027148180	0027150880	0027153860	0027156960	0027159820	0027800220	0028002830	0028005410
0027148200	0027150910	0027153880	0027156970	0027159900	0027800230	0028002840	0028005480
0027148280	0027150980	0027153910	0027156990	0027159910	0027800240	0028002850	0028005510
0027148300	0027151020	0027153920	0027157000	0027159920	0027800520	0028002880	0028005520
0027148310	0027151130	0027153940	0027157020	0027160050	0027800680	0028002890	0028005660
0027148330	0027151140	0027153980	0027157030	0027160120	0027800700	0028002930	0028005680
0027148340	0027151170	0027154010	0027157070	0027160350	0027800820	0028003000	0028005700
0027148380	0027151290	0027154020	0027157180	0027160360	0027800840	0028003020	0028005790
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0027148410	0027151410	0027154100	0027157230	0027160390	0027800880	0028003070	0028005810
0027148550	0027151510	0027154140	0027157300	0027160730	0027800900	0028003110	0028005820
0027148560	0027151520	0027154150	0027157310	0027160750	0027800920	0028003160	0028005830
0027148590	0027151530	0027154160	0027157370	0027160760	0027801370	0028003210	0028005840
0027148610	0027151620	0027154210	0027157380	0027160800	0027801400	0028003230	0028005870
0027148650	0027151760	0027154280	0027157390	0027160970	0027801420	0028003240	0028005920
0027148680	0027151770	0027154300	0027157400	0027161020	0027801510	0028003350	0028006030
0027148760	0027151810	0027154350	0027157410	0027161040	0027801520	0028003360	0028006050
0027148790	0027151910	0027154490	0027157500	0027161080	0027801590	0028003410	0028006200
0027148810	0027152020	0027154560	0027157520	0027161090	0027801600	0028003420	0028006260
0027148830	0027152050	0027154580	0027157570	0027161160	0027801640	0028003490	0028006390
0027148850	0027152060	0027154620	0027157580	0027161250	0027801670	0028003500	0028006400
0027149010	0027152140	0027154630	0027157630	0027161260	0027801690	0028003730	0028006420

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0028006430	0028009010	0028010870	0028013900	0028015720	0028018620	0028020930	0028023790
0028006440	0028009020	0028010880	0028013920	0028015770	0028018630	0028021030	0028023810
0028006450	0028009040	0028010900	0028014000	0028015930	0028018720	0028021040	0028023880
0028006460	0028009090	0028010910	0028014010	0028015990	0028018750	0028021060	0028023940
0028006470	0028009130	0028011010	0028014040	0028016020	0028018770	0028021140	0028024000
0028006480	0028009160	0028011080	0028014050	0028016030	0028018800	0028021210	0028024040
0028006510	0028009240	0028011090	0028014120	0028016050	0028018810	0028021220	0028024080
0028006530	0028009250	0028011190	0028014170	0028016070	0028019040	0028021320	0028024100
0028006570	0028009270	0028011230	0028014190	0028016220	0028019050	0028021340	0028024110
0028006610	0028009280	0028011240	0028014280	0028016230	0028019060	0028021350	0028024180
0028006650	0028009290	0028011380	0028014300	0028016240	0028019070	0028021360	0028024270
0028006700	0028009340	0028011390	0028014330	0028016270	0028019130	0028021370	0028024280
0028006770	0028009350	0028011490	0028014370	0028016380	0028019170	0028021480	0028024330
0028006790	0028009360	0028011520	0028014430	0028016400	0028019190	0028021640	0028024470
0028006880	0028009370	0028011530	0028014440	0028016430	0028019360	0028021740	0028024500
0028006910	0028009380	0028011620	0028014460	0028016490	0028019400	0028021760	0028024560
0028006920	0028009450	0028011640	0028014470	0028016540	0028019410	0028021820	0028024610
0028006940	0028009470	0028011660	0028014490	0028016560	0028019420	0028021890	0028024620
0028007000	0028009480	0028011740	0028014500	0028016590	0028019440	0028021910	0028024630
0028007030	0028009570	0028011790	0028014510	0028016600	0028019450	0028021950	0028024700
0028007050	0028009580	0028011880	0028014550	0028016660	0028019480	0028022000	0028024810
0028007110	0028009590	0028011900	0028014620	0028016750	0028019500	0028022010	0028024820
0028007210	0028009690	0028011920	0028014640	0028016760	0028019540	0028022030	0028024920
0028007230	0028009730	0028011930	0028014680	0028016810	0028019560	0028022060	0028024960
0028007350	0028009740	0028011970	0028014770	0028016830	0028019620	0028022090	0028025000
0028007440	0028009750	0028011990	0028014790	0028016870	0028019650	0028022150	0028025030
0028007460	0028009770	0028012080	0028014800	0028016880	0028019690	0028022270	0028025050
0028007530	0028009780	0028012130	0028014820	0028016890	0028019710	0028022300	0028025060
0028007710	0028009790	0028012170	0028014830	0028016910	0028019780	0028022390	0028025070
0028007720	0028009810	0028012190	0028014900	0028016980	0028019790	0028022450	0028025110
0028007750	0028009830	0028012210	0028014910	0028017040	0028019880	0028022510	0028025120
0028007770	0028009870	0028012220	0028014920	0028017230	0028019960	0028022520	0028025130
0028007810	0028009890	0028012230	0028014940	0028017260	0028019970	0028022540	0028025190
0028007820	0028009920	0028012380	0028015000	0028017290	0028019980	0028022620	0028025280
0028007830	0028009930	0028012400	0028015020	0028017300	0028020010	0028022640	0028025290
0028007910	0028009960	0028012410	0028015070	0028017330	0028020040	0028022670	0028025380
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0028007940	0028010070	0028012660	0028015150	0028017460	0028020110	0028022750	0028025480
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0028008020	0028010220	0028012830	0028015240	0028017660	0028020170	0028022950	0028025640
0028008040	0028010230	0028012850	0028015260	0028017770	0028020260	0028022960	0028025690
0028008090	0028010240	0028012990	0028015280	0028017780	0028020290	0028022990	0028025700
0028008200	0028010250	0028013060	0028015320	0028017810	0028020310	0028023000	0028025720
0028008240	0028010300	0028013080	0028015340	0028017820	0028020370	0028023050	0028025730
0028008360	0028010310	0028013200	0028015390	0028017840	0028020430	0028023060	0028025770
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0028008440	0028010350	0028013280	0028015460	0028018020	0028020540	0028023390	0028025870
0028008520	0028010370	0028013350	0028015470	0028018030	0028020550	0028023440	0028025880
0028008550	0028010460	0028013460	0028015480	0028018040	0028020640	0028023450	0028025890
0028008570	0028010470	0028013470	0028015500	0028018050	0028020660	0028023460	0028025910
0028008580	0028010490	0028013500	0028015530	0028018060	0028020670	0028023500	0028025930
0028008640	0028010570	0028013510	0028015560	0028018140	0028020700	0028023510	0028025990
0028008650	0028010640	0028013570	0028015590	0028018150	0028020730	0028023570	0028026010
0028008660	0028010670	0028013580	0028015610	0028018160	0028020740	0028023600	0028026080
0028008670	0028010680	0028013700	0028015620	0028018180	0028020800	0028023660	0028026090
0028008680	0028010690	0028013800	0028015640	0028018330	0028020810	0028023670	0028026100
0028008690	0028010750	0028013840	0028015660	0028018450	0028020870	0028023750	0028026230
0028008940	0028010760	0028013850	0028015670	0028018580	0028020900	0028023760	0028026240

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0028026310	0028029520	0028032240	0028034470	0028036930	0028039210	0028041970	0028044310
0028026340	0028029540	0028032300	0028034580	0028036940	0028039300	0028042030	0028044350
0028026380	0028029570	0028032310	0028034590	0028036990	0028039330	0028042080	0028044370
0028026410	0028029580	0028032350	0028034630	0028037030	0028039340	0028042110	0028044420
0028026600	0028029900	0028032360	0028034640	0028037040	0028039350	0028042150	0028044430
0028026720	0028029910	0028032370	0028034650	0028037080	0028039360	0028042170	0028044460
0028026770	0028029940	0028032380	0028034720	0028037090	0028039380	0028042220	0028044590
0028026880	0028030000	0028032390	0028034740	0028037140	0028039400	0028042260	0028044610
0028027070	0028030010	0028032470	0028034750	0028037240	0028039460	0028042270	0028044650
0028027090	0028030060	0028032480	0028034840	0028037250	0028039490	0028042280	0028044700
0028027140	0028030120	0028032640	0028034920	0028037260	0028039530	0028042300	0028044870
0028027180	0028030150	0028032660	0028034960	0028037280	0028039610	0028042390	0028044880
0028027220	0028030230	0028032680	0028034970	0028037290	0028039660	0028042460	0028044890
0028027270	0028030270	0028032700	0028034980	0028037340	0028039690	0028042470	0028044930
0028027290	0028030280	0028032720	0028035000	0028037410	0028039720	0028042530	0028045030
0028027440	0028030300	0028032730	0028035010	0028037440	0028039730	0028042560	0028045130
0028027570	0028030310	0028032750	0028035020	0028037570	0028039740	0028042680	0028045150
0028027620	0028030330	0028032800	0028035030	0028037580	0028039770	0028042690	0028045200
0028027650	0028030350	0028032870	0028035040	0028037640	0028039780	0028042700	0028045230
0028027670	0028030370	0028032940	0028035170	0028037650	0028039960	0028042710	0028045410
0028027700	0028030380	0028032960	0028035200	0028037670	0028039990	0028042740	0028045460
0028027740	0028030500	0028032970	0028035260	0028037680	0028040000	0028042810	0028045590
0028027940	0028030530	0028033000	0028035270	0028037760	0028040030	0028042840	0028045640
0028028020	0028030620	0028033040	0028035280	0028037770	0028040150	0028042860	0028045660
0028028150	0028030730	0028033090	0028035390	0028037800	0028040160	0028042880	0028045670
0028028170	0028030920	0028033110	0028035490	0028037940	0028040170	0028042940	0028045680
0028028200	0028030960	0028033140	0028035630	0028037960	0028040210	0028042950	0028045690
0028028240	0028031020	0028033200	0028035650	0028037970	0028040250	0028042990	0028045710
0028028300	0028031130	0028033220	0028035660	0028037980	0028040300	0028043000	0028045920
0028028340	0028031190	0028033320	0028035820	0028038070	0028040340	0028043010	0028045970
0028028350	0028031240	0028033350	0028035830	0028038080	0028040450	0028043030	0028046160
0028028360	0028031260	0028033420	0028035860	0028038090	0028040730	0028043040	0028046190
0028028370	0028031290	0028033470	0028035940	0028038100	0028040740	0028043050	0028046200
0028028380	0028031370	0028033480	0028035980	0028038130	0028040790	0028043170	0028046210
0028028400	0028031400	0028033610	0028036020	0028038140	0028040800	0028043180	0028046270
0028028430	0028031410	0028033630	0028036030	0028038150	0028040920	0028043210	0028046280
0028028440	0028031420	0028033640	0028036100	0028038210	0028040930	0028043320	0028046300
0028028480	0028031430	0028033670	0028036170	0028038220	0028040940	0028043380	0028046410
0028028490	0028031460	0028033700	0028036260	0028038230	0028040970	0028043390	0028046450
0028028520	0028031470	0028033710	0028036270	0028038300	0028041030	0028043420	0028046520
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0028028680	0028031510	0028033770	0028036310	0028038380	0028041080	0028043450	0028046580
0028028780	0028031540	0028033780	0028036330	0028038430	0028041140	0028043460	0028046590
0028028830	0028031600	0028033820	0028036350	0028038470	0028041240	0028043490	0028046690
0028028880	0028031610	0028033840	0028036360	0028038480	0028041300	0028043560	0028046700
0028028900	0028031620	0028033850	0028036370	0028038490	0028041450	0028043570	0028046910
0028028940	0028031640	0028033860	0028036390	0028038570	0028041470	0028043580	0028046930
0028028980	0028031720	0028033910	0028036400	0028038610	0028041490	0028043600	0028046940
0028028990	0028031780	0028033940	0028036470	0028038750	0028041560	0028043640	0028046950
0028029040	0028031850	0028033960	0028036500	0028038820	0028041610	0028043810	0028046960
0028029130	0028031910	0028034030	0028036530	0028038920	0028041650	0028043820	0028047070
0028029140	0028031920	0028034080	0028036550	0028038970	0028041710	0028043880	0028047090
0028029190	0028031930	0028034210	0028036560	0028039030	0028041720	0028043920	0028047100
0028029200	0028031940	0028034230	0028036680	0028039040	0028041740	0028043930	0028047110
0028029220	0028031950	0028034250	0028036690	0028039050	0028041760	0028044050	0028047130
0028029230	0028031960	0028034260	0028036750	0028039060	0028041780	0028044080	0028047200
0028029320	0028032010	0028034300	0028036810	0028039070	0028041810	0028044090	0028047250
0028029440	0028032020	0028034390	0028036840	0028039110	0028041820	0028044120	0028047260
0028029460	0028032030	0028034400	0028036860	0028039120	0028041830	0028044220	0028047440
0028029480	0028032040	0028034430	0028036870	0028039140	0028041860	0028044230	0028047490
0028029500	0028032090	0028034440	0028036900	0028039160	0028041870	0028044240	0028047540
0028029510	0028032210	0028034460	0028036920	0028039180	0028041920	0028044300	0028047580

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0028047600	0028050220	0028053190	0028055570	0028058120	0028060750	0028063150	0028065710
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0028047630	0028050350	0028053300	0028055840	0028058200	0028060840	0028063180	0028065730
0028047730	0028050360	0028053310	0028055880	0028058210	0028060960	0028063230	0028065740
0028047740	0028050370	0028053320	0028055890	0028058240	0028060970	0028063280	0028065750
0028047770	0028050380	0028053330	0028055960	0028058300	0028061010	0028063350	0028065780
0028047800	0028050520	0028053340	0028056000	0028058310	0028061030	0028063400	0028065910
0028047810	0028050530	0028053350	0028056010	0028058360	0028061050	0028063410	0028066000
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0028047830	0028050590	0028053420	0028056230	0028058420	0028061090	0028063530	0028066050
0028047840	0028050600	0028053480	0028056240	0028058440	0028061100	0028063540	0028066090
0028047850	0028050630	0028053550	0028056280	0028058460	0028061120	0028063570	0028066100
0028047860	0028050730	0028053560	0028056300	0028058470	0028061130	0028063600	0028066120
0028047910	0028050820	0028053570	0028056330	0028058480	0028061140	0028063610	0028066180
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0028048260	0028050940	0028053600	0028056400	0028058610	0028061250	0028063640	0028066230
0028048270	0028051010	0028053610	0028056420	0028058620	0028061270	0028063650	0028066240
0028048300	0028051020	0028053620	0028056580	0028058660	0028061280	0028063660	0028066280
0028048350	0028051030	0028053630	0028056630	0028058700	0028061290	0028063780	0028066320
0028048360	0028051100	0028053640	0028056650	0028058710	0028061300	0028063800	0028066360
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0028048510	0028051120	0028053730	0028056680	0028058900	0028061330	0028063890	0028066440
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0028048670	0028051610	0028054000	0028057020	0028059280	0028061520	0028064250	0028066760
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0028048750	0028051650	0028054140	0028057130	0028059370	0028061570	0028064310	0028066890
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0028049170	0028052130	0028054450	0028057380	0028059550	0028062140	0028064480	0028067160
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0028049270	0028052230	0028054530	0028057420	0028059770	0028062260	0028064540	0028067190
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0028049360	0028052280	0028054620	0028057500	0028059960	0028062380	0028064590	0028067230
0028049400	0028052290	0028054700	0028057530	0028060020	0028062390	0028064610	0028067300
0028049410	0028052350	0028054750	0028057550	0028060120	0028062470	0028064620	0028067310
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0028068060	0028070010	0028072090	0028074390	0028077670	0028080470	0028102050	0028104300
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0028951830	0028954210	0028960410	0028963690	0028966780	0028969900	0028973170	00422828
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0028951940	0028954350	0028960770	0028963870	0028967100	0028970190	00300439	00424381
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0028952160	0028954740	0028961080	0028963960	0028967360	0028970340	00329923	00427826
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0028953150	0028955960	0028962620	0028965780	0028968530	0028972160	00394520	00446321
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0028954140	0028960330	0028963660	0028966620	0028969880	0028973100	00419533	00452284
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00452548	00482213	0050000710	0050004760	0050009000	0050012870	0050017130	0050021330
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00452971	00483949	0050001130	0050004780	0050009190	0050013050	0050017270	0050021350
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00454744	00484228	0050001170	0050004920	0050009340	0050013140	0050017580	0050021430
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00456779	00485438	0050001410	0050005120	0050009640	0050013510	0050017740	0050021610
00456976	00485615	0050001440	0050005270	0050009650	0050013560	0050017750	0050021720
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00458933	00486081	0050001620	0050005900	0050009730	0050013860	0050017920	0050021860
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00460674	00486921	0050001830	0050005960	0050009880	0050014220	0050018140	0050022090
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00461501	00487241	0050001940	0050006080	0050009980	0050014260	0050018520	0050022140
00461666	00487431	0050002240	0050006090	0050009990	0050014350	0050018550	0050022180
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00462308	00487725	0050002370	0050006150	0050010080	0050014430	0050018730	0050022260
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0050025500	0050029640	0050033450	0050038030	0050041790	0050046860	0050051990	0050058650
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0050182550	0050186710	0050189950	0050194070	0050198520	0050202300	0050205910	0050210260
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0050213890	0050217880	0050221930	0050225290	0050228930	0050232510	0050236380	0050240000
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0050283950	0050287400	0050290440	0050293940	0050296930	0050300910	0050304660	0050307920
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0050312400	0050315750	0050319080	0050321930	0050325370	0050329290	0050332610	0050336190
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0050343300	00503459	0050350230	0050355970	0050358900	0050401710	0050404670	0050407300

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0050407400	0050410510	0050413080	0050415860	0050418490	0050420630	0050423030	0050426090
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0050407460	0050410530	0050413140	0050415880	0050418510	0050420730	0050423150	0050426120
0050407530	0050410550	0050413150	0050415940	0050418520	0050420740	0050423200	0050426130
0050407550	0050410560	0050413160	0050416060	0050418540	0050420760	0050423210	0050426370
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0050407670	0050410650	0050413180	0050416160	0050418570	0050420860	0050423290	0050426530
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0050410210	0050412920	0050415600	0050418010	0050420270	0050422740	0050425570	0050428030
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0050410450	0050413010	0050415780	0050418250	0050420510	0050422890	0050426010	0050428090
0050410470	0050413040	0050415820	0050418290	0050420530	0050422910	0050426020	0050428120

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0050428220	0050431670	0050434610	0050437320	0050439690	0050442330	0050444610	0050446650
0050428280	0050431680	0050434660	0050437340	0050439860	0050442360	0050444680	0050446660
0050428290	0050431730	0050434770	0050437420	0050439990	0050442430	0050444780	0050446670
0050428310	0050431740	0050434850	0050437440	0050440020	0050442440	0050444790	0050446690
0050428540	0050431840	0050434860	0050437460	0050440030	0050442480	0050444810	0050446700
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0050428600	0050432060	0050435000	0050437500	0050440190	0050442620	0050444890	0050446970
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0050428760	0050432170	0050435020	0050437540	0050440290	0050442680	0050444940	0050447020
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0050449200	0050451420	0050453770	0050455460	00504940	00600037	00609446	00617597
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0050449310	0050451490	0050453830	0050455510	00505869	00600055	00609690	00617864
0050449320	0050451540	0050453870	0050455570	00505992	00600075	00609892	00617891
0050449350	0050451550	0050453940	0050455650	00506027	00600095	00610100	00617963
0050449370	0050451640	0050453950	0050455710	00506055	00600254	00610285	00617972
0050449390	0050451650	0050453960	0050455750	00507104	00600353	00610738	00618117
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0050450230	0050452300	0050454500	0050456720	00513165	00605623	00613808	00620283
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

00624171	00630293	00636867	00642238	00647292	00651835	00660832	00669152
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00624315	00630560	00637059	00642283	00647465	00651956	00661045	00669385
00624405	00630818	00637080	00642321	00647502	00651986	00664333	00669395
00624510	00630958	00637118	00642387	00647643	00652083	00664368	00669425
00624533	00631070	00637234	00642656	00647699	00652141	00664430	00669447
00624617	00631164	00637299	00642716	00647727	00652271	00664444	00669449
00624638	00631165	00637634	00642879	00647832	00652337	00664454	00669567
00624668	00631200	00637668	00642966	00647867	00652470	00664486	00669588
00624686	00631201	00637803	00642997	00647891	00652527	00664498	00669594
00624759	00631202	00638003	00643077	00648066	00652588	00664639	00669604
00625053	00631306	00638141	00643082	00648083	00652742	00664746	00669765
00625065	00631486	00638155	00643117	00648199	00652807	00664797	00669951
00625136	00631584	00638266	00643190	00648361	00652876	00664877	00670025
00625166	00631631	00638305	00643225	00648396	00653019	00664958	00670072
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00625631	00631953	00638467	00643427	00648704	00653267	00665174	00670093
00625856	00631987	00638491	00643484	00648744	00653473	00665329	00670130
00626002	00632014	00638566	00643514	00648795	00653526	00665534	00670160
00626003	00632017	00638608	00643565	00648890	00653618	00665548	00670525
00626066	00632043	00638622	00643645	00648903	00653718	00665554	00670678
00626108	00632045	00639152	00643670	00648910	00653818	00665796	00670840
00626115	00632092	00639254	00643714	00648952	00653823	00665944	00671052
00626151	00632287	00639427	00643715	00649015	00653844	00666003	00671151
00626195	00632317	00639584	00643752	00649017	00654071	00666098	00671213
00626282	00632319	00639605	00643887	00649135	00654261	00666109	00671420
00626405	00632507	00639632	00643986	00649182	00654340	00666360	00671572
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00626517	00632608	00639719	00644391	00649210	00654381	00666569	00672026
00626637	00632708	00639822	00644412	00649355	00654387	00666606	00672071
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00626684	00632954	00639991	00644461	00649463	00654409	00666698	00672210
00626862	00632957	00640097	00644613	00649503	00654460	00666793	00672310
00626992	00633489	00640119	00644659	00649586	00654540	00666810	00672323
00627009	00633672	00640129	00644752	00649651	00654586	00666881	00672458
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00627129	00634091	00640207	00644963	00649811	00654956	00667036	00672828
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00627358	00634198	00640422	00645091	00650095	00655244	00667157	00672846
00628029	00634303	00640435	00645133	00650200	00655277	00667343	00672849
00628279	00634358	00640642	00645169	00650204	00655281	00667371	00672850
00628538	00634373	00640676	00645449	00650215	00655293	00667376	00673034
00628726	00634483	00640696	00645477	00650275	00655470	00667438	00673075
00628750	00634863	00640863	00645529	00650296	00655592	00667712	00673357
00628765	00634906	00640977	00645531	00650373	00655596	00667718	00673358
00629023	00634944	00641054	00645541	00650442	00655613	00667731	00673359
00629110	00634956	00641158	00645698	00650487	00655682	00667733	00673360
00629181	00634966	00641185	00645715	00650506	00655734	00667768	00673412
00629212	00634970	00641403	00645847	00650546	00655819	00667861	00673432
00629359	00634978	00641421	00645851	00650610	00655901	00667925	00673433
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00629523	00635055	00641553	00646168	00650869	00660028	00667970	00673530
00629618	00635077	00641642	00646267	00651335	00660265	00668006	00673539
00629670	00635413	00641868	00646499	00651336	00660346	00668185	00673741
00629794	00635764	00641904	00646580	00651361	00660348	00668241	00673811
00629863	00635871	00641946	00646886	00651480	00660606	00668651	00673817
00630046	00635877	00641951	00646887	00651569	00660623	00668653	00674020
00630075	00635887	00642095	00646988	00651632	00660672	00668751	00674093
00630108	00635914	00642115	00647031	00651653	00660679	00668946	00674131
00630146	00636222	00642167	00647201	00651723	00660719	00669097	00674279
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00674488	00680107	00697184	00706715	00711988	00716811	00727820	00735890
00674506	00680318	00697240	00706718	00712057	00716817	00727838	00735912
00674522	00680492	00697377	00706958	00712069	00716841	00727913	00735943
00674618	00680507	00697438	00707036	00712110	00716875	00727943	00736055
00674619	00680559	00697465	00707138	00712168	00716877	00727969	00736095
00674719	00682084	00697534	00707220	00712170	00717122	00728045	00736358
00674831	00682111	00697600	00707286	00712529	00717164	00728050	00736361
00674835	00682191	00697664	00707328	00712559	00717351	00728065	00736410
00674899	00682198	00697771	00707346	00712567	00717449	00728132	00736595
00674906	00682344	00697784	00707347	00712788	00717564	00728147	00736779
00674914	00682451	00697818	00707692	00712821	00717645	00728204	00737016
00674947	00682622	00697840	00707846	00712825	00717719	00728312	00737024
00674991	00682687	00697895	00707918	00712826	00717810	00728329	00737104
00675089	00682693	00697904	00708064	00712857	00717819	00728356	00737346
00675185	00682699	00700009	00708139	00712919	00720038	00728376	00737367
00675227	00682825	00700063	00708142	00713078	00720073	00728382	00737460
00675233	00682867	00700120	00708171	00713107	00720211	00728414	00737494
00675275	00682961	00700176	00708192	00713141	00720212	00728492	00737560
00675308	00683016	00700232	00708324	00713207	00720314	00728605	00737561
00675481	00683024	00700480	00708450	00713478	00724076	00728607	00737686
00675500	00683039	00700903	00708465	00713608	00724182	00728702	00737723
00675516	00683079	00704066	00708466	00713808	00724547	00728821	00737835
00675541	00683213	00704075	00708467	00713819	00724562	00728860	00737920
00675583	00683271	00704193	00708468	00713956	00724628	00728891	00737941
00675600	00683317	00704195	00708641	00714024	00724772	00728913	00738125
00675626	00690015	00704235	00708642	00714067	00725218	00728930	00738183
00675719	00690074	00704402	00708839	00714119	00725233	00728969	00738244
00675736	00690249	00704432	00708869	00714181	00725241	00729046	00738384
00675762	00690324	00704482	00709039	00714209	00725350	00729080	00738412
00675941	00694016	00704554	00709138	00714227	00725380	00729185	00738441
00675969	00694025	00704555	00709145	00714324	00725533	00729349	00738472
00675976	00694185	00704608	00709146	00714487	00725573	00729438	00738500
00676362	00694296	00704635	00709195	00714530	00725582	00730006	00738523
00676537	00694348	00704659	00709207	00714579	00725587	00730141	00738584
00676659	00694615	00704767	00709344	00714782	00725710	00730153	00738670
00676791	00694650	00704796	00709389	00715096	00725817	00730193	00738871
00676822	00694699	00704837	00709646	00715507	00725830	00730346	00739069
00676858	00694727	00705131	00709809	00715528	00726061	00730745	00739204
00676977	00694739	00705132	00709836	00715740	00726062	00730990	00739212
00677228	00694743	00705198	00710038	00715744	00726176	00731092	00739262
00677626	00694863	00705224	00710042	00715780	00726337	00731126	00739285
00677713	00695092	00705242	00710055	00715781	00726341	00731152	00739286
00677827	00695327	00705283	00710081	00715782	00726485	00731174	00739356
00677838	00695537	00705506	00710180	00715864	00726506	00731200	00739556
00677939	00695550	00705512	00710200	00715897	00726507	00731306	00739562
00678223	00695620	00705524	00710240	00715934	00726553	00731350	00739568
00678261	00695701	00705556	00710275	00715943	00726652	00731391	00739573
00678388	00695827	00705572	00710418	00715945	00726655	00734022	00739740
00678660	00696081	00705660	00710442	00715962	00726786	00734266	00739817
00678671	00696135	00705758	00710568	00715982	00727025	00734336	00739962
00678712	00696228	00705883	00710876	00716021	00727123	00734345	00740024
00678713	00696234	00705930	00710972	00716029	00727209	00734352	00740125
00678769	00696236	00705970	00711362	00716099	00727353	00735082	00740136
00678882	00696323	00705982	00711548	00716122	00727429	00735140	00740220
00678897	00696568	00706025	00711622	00716189	00727447	00735144	00740461
00679084	00696590	00706364	00711675	00716259	00727580	00735265	00740500
00679327	00696642	00706452	00711689	00716264	00727600	00735294	00740524
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00679654	00696833	00706497	00711821	00716477	00727723	00735551	00740619
00679678	00696861	00706519	00711824	00716581	00727727	00735554	00740677
00679693	00697133	00706698	00711891	00716606	00727769	00735719	00740727
00679954	00697175	00706703	00711942	00716803	00727814	00735888	00740728

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00740810	00745851	00751888	00759604	00764330	00770004	00773756	00777789
00740831	00746007	00751927	00759633	00764367	00770059	00773784	00777892
00740842	00746083	00752037	00759726	00764400	00770144	00773864	00777925
00741048	00746199	00752230	00759827	00764413	00770161	00774214	00778080
00741055	00746476	00752378	00759845	00764421	00770199	00774236	00778130
00741073	00746477	00752392	00759910	00764432	00770227	00774319	00778134
00741226	00746690	00752706	00759918	00764912	00770305	00774377	00778334
00741266	00746707	00755009	00759922	00764921	00770322	00774489	00778568
00741361	00746790	00755059	00759926	00765062	00770330	00774527	00778574
00741413	00746795	00755067	00760039	00765172	00770352	00774652	00778716
00741484	00746828	00755357	00760090	00765267	00770395	00774683	00778760
00741576	00746985	00755360	00760115	00765278	00770469	00774752	00778770
00741611	00747215	00755393	00760163	00765320	00770504	00774759	00778782
00741613	00747577	00755435	00760305	00765478	00770590	00774897	00778843
00741684	00747634	00755449	00760307	00765502	00770626	00775027	00778894
00741816	00747733	00755563	00760317	00765527	00770643	00775064	00778896
00742147	00747953	00755576	00760322	00765612	00770741	00775089	00779002
00742149	00747985	00755883	00760404	00765627	00770766	00775111	00779116
00742164	00747995	00756006	00760421	00765771	00770850	00775125	00779192
00742234	00748113	00756136	00760634	00765782	00771061	00775220	00779222
00742343	00748145	00756148	00760742	00766036	00771123	00775281	00779275
00742554	00748152	00756183	00760771	00766075	00771203	00775301	00779330
00742715	00748159	00756247	00760865	00766277	00771263	00775302	00779332
00742754	00748176	00756344	00760959	00766385	00771301	00775349	00779917
00742772	00748185	00756593	00761111	00766386	00771339	00775350	00779953
00742943	00748398	00756608	00761268	00766662	00771408	00775400	00780086
00742964	00748431	00756618	00761273	00766674	00771466	00775412	00780147
00743023	00748647	00756668	00761276	00766718	00771608	00775423	00780245
00743070	00748726	00756796	00761339	00766719	00771638	00775611	00780730
00743133	00748758	00757106	00761366	00766764	00771657	00775616	00780768
00743194	00748901	00757167	00761401	00767270	00771765	00775696	00780816
00743257	00748905	00757182	00761435	00767330	00771799	00775743	00780864
00743477	00748989	00757699	00761538	00767337	00771878	00775756	00780944
00743605	00748993	00757732	00761555	00767494	00772009	00775761	00780962
00743642	00749002	00757799	00761691	00767652	00772067	00775816	00781046
00743660	00749020	00757912	00761742	00767654	00772100	00775822	00781121
00743718	00749042	00757944	00761761	00767684	00772148	00775931	00781189
00743757	00749131	00758231	00761930	00767709	00772149	00775937	00781298
00743843	00749484	00758233	00761951	00767769	00772155	00775957	00781314
00744078	00749495	00758327	00762046	00767829	00772214	00775975	00781329
00744155	00749528	00758370	00762411	00767859	00772267	00776261	00781642
00744209	00749713	00758475	00762616	00767865	00772289	00776274	00781810
00744211	00749734	00758526	00762745	00767932	00772351	00776335	00781883
00744221	00749782	00758603	00762786	00767982	00772443	00776408	00781930
00744240	00749854	00758715	00762825	00768119	00772490	00776526	00781931
00744263	00749937	00758747	00762877	00768120	00772688	00776534	00781970
00744431	00750129	00758766	00762980	00768268	00772768	00776603	00781986
00744542	00750257	00758781	00763018	00768269	00772781	00776614	00782076
00744544	00750617	00758879	00763076	00768419	00772897	00776697	00782079
00744552	00750697	00758883	00763267	00768445	00772959	00776864	00782169
00744563	00750734	00758993	00763272	00768527	00772966	00776884	00782199
00744785	00750975	00759037	00763417	00768528	00773007	00776924	00782215
00745046	00750986	00759064	00763467	00768568	00773146	00777030	00782229
00745194	00751056	00759099	00763588	00768619	00773153	00777213	00782273
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00745395	00751293	00759321	00763649	00768830	00773176	00777273	00782436
00745558	00751354	00759333	00763801	00768908	00773286	00777274	00782483
00745654	00751373	00759342	00763959	00769141	00773374	00777284	00782529
00745664	00751570	00759422	00764020	00769595	00773375	00777397	00782573
00745746	00751737	00759448	00764102	00769630	00773437	00777416	00782700
00745760	00751738	00759489	00764244	00769663	00773438	00777633	00782735
00745811	00751773	00759500	00764279	00769996	00773698	00777719	00782979

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

00783013	00787585	00792844	00798009	00803681	00808895	00814043	00832450
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00783350	00787779	00792859	00798172	00803943	00808960	00814493	00832532
00783374	00787803	00792980	00798585	00803969	00809077	00814557	00832591
00783414	00787806	00793080	00798653	00803995	00809111	00815079	00832695
00783415	00787902	00793118	00798716	00804014	00809165	00815103	00834015
00783571	00787972	00793130	00798717	00804051	00809312	00815111	00834082
00783572	00788055	00793155	00798975	00804114	00809313	00815178	00834157
00783672	00788160	00793185	00799068	00804289	00809494	00815179	00834242
00783726	00788297	00793235	00799224	00804599	00809564	00816031	00834246
00783803	00788302	00793344	00799276	00804601	00809568	00830007	00834479
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00783815	00788405	00793442	00800057	00804744	00809679	00830142	00834531
00783905	00788466	00793546	00800299	00804830	00809688	00830148	00834544
00783917	00788494	00793712	00800447	00804848	00809720	00830157	00834577
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00784145	00788860	00794110	00800548	00805081	00809959	00830196	00834652
00784285	00788861	00794147	00800557	00805112	00810138	00830264	00834684
00784289	00788862	00794198	00800726	00805250	00810404	00830292	00834700
00784383	00788863	00794200	00800753	00805252	00810604	00830305	00834705
00784481	00788915	00794523	00800817	00805271	00810605	00830410	00834726
00784615	00788967	00794699	00800988	00805495	00810622	00830467	00834735
00784910	00788985	00794774	00801015	00805707	00810624	00830728	00834758
00784911	00789071	00794908	00801061	00805734	00810625	00830822	00834765
00784995	00789446	00795063	00801281	00806026	00810651	00830862	00834846
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00785030	00789508	00795532	00801436	00806171	00810727	00830934	00834944
00785053	00789677	00795643	00801438	00806212	00810836	00830991	00834946
00785112	00789902	00795682	00801445	00806420	00810906	00831046	00835033
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00785295	00789910	00795705	00801550	00806936	00811177	00831096	00835163
00785446	00789927	00795826	00801826	00807005	00811265	00831124	00835198
00785476	00789983	00795857	00801919	00807138	00811320	00831174	00835204
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00785964	00790540	00796217	00802303	00807543	00811899	00831335	00835409
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00786063	00790952	00796556	00802889	00807659	00812315	00831581	00835497
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00786572	00791345	00796834	00803178	00808540	00812702	00831785	00835675
00786688	00791628	00796903	00803266	00808544	00812710	00831828	00835747
00786689	00791712	00796904	00803291	00808556	00812980	00831847	00835792
00786699	00791928	00796969	00803303	00808591	00813072	00831976	00835861
00786763	00791960	00797011	00803343	00808592	00813151	00832035	00835939
00786881	00792056	00797167	00803363	00808593	00813331	00832042	00835956
00786992	00792188	00797236	00803408	00808653	00813398	00832120	00835972
00787054	00792287	00797584	00803571	00808712	00813418	00832173	00835975
00787338	00792318	00797611	00803575	00808736	00813420	00832230	00836034
00787395	00792376	00797671	00803600	00808835	00813696	00832231	00836042
00787410	00792484	00797755	00803616	00808872	00813745	00832332	00836044
00787472	00792601	00797983	00803643	00808875	00813746	00832390	00836088
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00836235	00838762	00842161	00844977	00848094	00851023	00854432	00857537
00836276	00838894	00842171	00844989	00848171	00851046	00854505	00857589
00836278	00838896	00842172	00845274	00848270	00851096	00854710	00857590
00836285	00838925	00842174	00845275	00848487	00851111	00854766	00857606
00836325	00838952	00842227	00845329	00848505	00851160	00854800	00857608
00836379	00838981	00842248	00845331	00848524	00851164	00854801	00857615
00836394	00838983	00842263	00845346	00848537	00851244	00854810	00857655
00836407	00839016	00842277	00845349	00848706	00851308	00854811	00857701
00836452	00839063	00842298	00845360	00848721	00851410	00854941	00857791
00836460	00839139	00842352	00845369	00848725	00851478	00854948	00857798
00836566	00839197	00842356	00845448	00848726	00851501	00855064	00857879
00836702	00839223	00842360	00845507	00848771	00851507	00855140	00857937
00836747	00839260	00842375	00845517	00848772	00851561	00855144	00857966
00836802	00839307	00842571	00845601	00848822	00851630	00855197	00857996
00836803	00839374	00842594	00845657	00848876	00851659	00855406	00858004
00836863	00839421	00842640	00845660	00848889	00851923	00855536	00858007
00836898	00839481	00842662	00845661	00848920	00851965	00855621	00858026
00836921	00839648	00842755	00845730	00848932	00852145	00855648	00858214
00837126	00839661	00842756	00845761	00848933	00852188	00855650	00858215
00837152	00839669	00842856	00845784	00848964	00852198	00855657	00858242
00837197	00839703	00842892	00845799	00848993	00852199	00855658	00858372
00837212	00839742	00842893	00845807	00849226	00852261	00855666	00858402
00837306	00839874	00842894	00845829	00849239	00852346	00855668	00858493
00837404	00839888	00842967	00845951	00849272	00852383	00855689	00858647
00837443	00839967	00843054	00845959	00849305	00852386	00855856	00858652
00837490	00839996	00843072	00845965	00849315	00852388	00855885	00858675
00837504	00840244	00843101	00846001	00849357	00852499	00855890	00858676
00837530	00840259	00843103	00846014	00849373	00852735	00855919	00858677
00837561	00840273	00843115	00846063	00849401	00852746	00855943	00858678
00837562	00840381	00843187	00846103	00849414	00852786	00855952	00858679
00837607	00840426	00843188	00846112	00849485	00852849	00855978	00858724
00837636	00840611	00843284	00846164	00849528	00852858	00855989	00858787
00837643	00840612	00843297	00846178	00849529	00852870	00856003	00858850
00837669	00840652	00843429	00846297	00849530	00852912	00856022	00858988
00837670	00840813	00843570	00846460	00849593	00852985	00856063	00859047
00837763	00840817	00843574	00846481	00849639	00853055	00856064	00859068
00837785	00840818	00843623	00846485	00849665	00853073	00856065	00859088
00837793	00840822	00843629	00846604	00849678	00853095	00856312	00859232
00837817	00840865	00843666	00846720	00849680	00853109	00856332	00859262
00837919	00840930	00843749	00846745	00849766	00853110	00856565	00859265
00837922	00840945	00843799	00846759	00850027	00853156	00856631	00859269
00837934	00840992	00843801	00846803	00850033	00853213	00856658	00859304
00838049	00841010	00843896	00846850	00850099	00853222	00856741	00859335
00838077	00841122	00843934	00846932	00850121	00853237	00856773	00859336
00838084	00841214	00843952	00847074	00850148	00853349	00856777	00859350
00838147	00841237	00843957	00847075	00850165	00853392	00856824	00859805
00838166	00841283	00843993	00847102	00850241	00853458	00856838	00859982
00838248	00841441	00844043	00847133	00850293	00853504	00856904	00860025
00838284	00841522	00844056	00847193	00850294	00853528	00857025	00860026
00838311	00841523	00844481	00847212	00850437	00853624	00857055	00860034
00838333	00841548	00844530	00847258	00850460	00853640	00857057	00860055
00838395	00841605	00844590	00847266	00850513	00853654	00857088	00860132
00838536	00841634	00844677	00847316	00850573	00853670	00857146	00860133
00838537	00841695	00844685	00847318	00850575	00853694	00857162	00860179
00838538	00841772	00844726	00847353	00850711	00853928	00857168	00860180
00838539	00841869	00844766	00847377	00850731	00854141	00857186	00860222
00838593	00841909	00844783	00847382	00850736	00854215	00857255	00860245
00838620	00841929	00844796	00847648	00850838	00854225	00857336	00860249
00838712	00842013	00844797	00847724	00850850	00854279	00857354	00860250
00838713	00842015	00844825	00847789	00850929	00854300	00857377	00860286
00838714	00842125	00844846	00847859	00850934	00854329	00857421	00860301
00838719	00842153	00844957	00848041	00851022	00854420	00857536	00860311

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00860312	00863230	00866236	00882890	00888303	00892733	00896913	00900325
00860392	00863242	00866306	00883021	00888305	00892802	00896918	00900364
00860457	00863243	00867105	00883038	00888349	00892906	00896919	00900378
00860469	00863281	00867124	00883072	00888357	00892941	00896944	00900468
00860575	00863319	00867155	00883125	00888404	00893059	00896974	00900508
00860591	00863359	00867286	00883165	00888452	00893094	00896986	00900532
00860592	00863402	00867300	00883168	00888534	00893180	00897142	00900632
00860604	00863409	00867342	00883200	00888614	00893259	00897157	00900634
00860670	00863499	00867347	00883359	00888697	00893365	00897367	00900671
00860678	00863522	00867359	00883412	00888698	00893408	00897390	00900684
00860697	00863523	00880075	00884076	00888699	00893479	00897421	00900694
00860709	00863604	00880086	00884100	00888822	00893526	00897445	00900697
00860797	00863659	00880135	00884289	00888846	00893600	00897470	00900745
00860798	00863690	00880170	00884514	00889033	00893643	00897630	00900809
00860828	00863736	00880258	00884546	00889148	00893766	00897639	00900810
00860918	00863815	00880329	00884678	00889167	00893880	00897647	00900909
00860959	00863977	00880426	00884708	00889277	00893894	00897711	00900924
00861079	00864001	00880435	00884749	00889284	00893907	00897743	00900943
00861081	00864118	00880457	00884777	00889306	00893917	00897908	00901024
00861097	00864198	00880562	00884818	00889307	00894067	00898013	00901054
00861230	00864224	00880567	00885079	00889696	00894093	00898020	00901131
00861268	00864323	00880693	00885082	00889995	00894136	00898035	00901199
00861277	00864372	00880694	00885537	00890067	00894284	00898042	00901201
00861306	00864387	00880804	00885597	00890106	00894363	00898065	00901274
00861325	00864449	00880844	00885668	00890110	00894591	00898152	00901275
00861433	00864583	00880901	00885669	00890211	00894593	00898154	00901280
00861471	00864637	00881121	00885765	00890252	00894598	00898316	00901285
00861503	00864685	00881174	00885818	00890258	00894625	00898422	00901301
00861504	00864701	00881308	00885851	00890346	00894696	00898435	00901314
00861505	00864739	00881372	00885863	00890388	00894734	00898470	00901316
00861546	00864741	00881397	00885890	00890395	00894849	00898736	00901331
00861572	00864762	00881410	00885902	00890670	00894883	00898761	00901386
00861590	00864770	00881481	00886063	00890671	00894919	00898778	00901420
00861598	00864929	00881599	00886216	00890677	00894932	00898845	00901434
00861664	00865027	00881602	00886372	00890791	00894970	00898961	00901478
00861695	00865037	00881624	00886492	00890830	00895031	00899070	00901559
00861715	00865164	00881625	00886515	00890925	00895218	00899103	00901628
00861770	00865165	00881727	00886520	00890986	00895230	00899150	00901669
00861800	00865183	00881746	00886523	00891038	00895262	00899254	00901801
00861938	00865201	00881755	00886628	00891060	00895269	00899255	00901802
00861940	00865226	00881841	00886660	00891066	00895282	00899279	00901822
00861947	00865259	00881861	00886673	00891150	00895507	00899356	00901833
00862005	00865523	00881890	00886998	00891163	00895521	00899370	00901846
00862006	00865532	00881922	00887023	00891250	00895526	00899381	00901878
00862076	00865546	00881954	00887055	00891649	00895547	00899399	00901935
00862097	00865710	00881990	00887087	00891719	00895609	00899472	00901990
00862157	00865713	00882101	00887121	00891739	00895670	00899501	00902064
00862209	00865749	00882114	00887473	00891801	00895688	00899558	00902066
00862301	00865752	00882308	00887475	00892135	00895954	00899569	00902133
00862399	00865767	00882358	00887528	00892155	00896013	00899676	00902147
00862469	00865768	00882376	00887538	00892193	00896080	00899755	00902150
00862538	00865821	00882500	00887649	00892223	00896159	00899756	00902199
00862832	00865822	00882545	00887650	00892234	00896169	00899881	00902260
00862890	00865823	00882547	00887749	00892318	00896336	00899939	00902266
00862894	00865846	00882645	00887763	00892401	00896393	00899940	00902270
00862914	00865858	00882666	00887934	00892402	00896440	00899966	00902387
00862925	00865887	00882736	00887977	00892409	00896442	00899978	00902463
00863031	00865895	00882743	00888019	00892424	00896687	00900082	00902535
00863039	00866084	00882784	00888087	00892435	00896700	00900099	00902537
00863064	00866097	00882825	00888101	00892577	00896730	00900229	00902594
00863107	00866144	00882826	00888186	00892651	00896824	00900281	00902596
00863133	00866216	00882881	00888218	00892726	00896901	00900304	00902810

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00902847	00905935	00909717	00913236	00916744	00919617	00922508	00926220
00902884	00905943	00909882	00913287	00916812	00919622	00922630	00926287
00902928	00905996	00909883	00913288	00916824	00919682	00922640	00926294
00902948	00906000	00909914	00913328	00916825	00919727	00922673	00926327
00903159	00906111	00909936	00913360	00916897	00919736	00922743	00926402
00903170	00906119	00910052	00913386	00917000	00919766	00922824	00926403
00903182	00906139	00910060	00913410	00917022	00919814	00922914	00926437
00903233	00906165	00910178	00913429	00917023	00919826	00922922	00926487
00903282	00906195	00910229	00913447	00917081	00919847	00922939	00926653
00903295	00906273	00910345	00913528	00917105	00919864	00923266	00926779
00903379	00906322	00910369	00913530	00917432	00919865	00923274	00926780
00903383	00906329	00910370	00913628	00917468	00919887	00923313	00926813
00903395	00906379	00910376	00913692	00917479	00919888	00923368	00926864
00903418	00906477	00910377	00913740	00917507	00919952	00923405	00927081
00903454	00906599	00910575	00913818	00917508	00919991	00923472	00927137
00903481	00906712	00910607	00913843	00917509	00919993	00923488	00927186
00903483	00906789	00910637	00913950	00917510	00920069	00923496	00927198
00903513	00906869	00910723	00913985	00917662	00920073	00923525	00927205
00903546	00906941	00910849	00913994	00917676	00920097	00923526	00927267
00903638	00907012	00910971	00914085	00917708	00920098	00923612	00927277
00903713	00907028	00911015	00914117	00917824	00920137	00923616	00927278
00903793	00907051	00911022	00914282	00917949	00920270	00923668	00927282
00903795	00907072	00911165	00914344	00917964	00920322	00923682	00927289
00903869	00907118	00911287	00914435	00918053	00920415	00923741	00927302
00903955	00907156	00911311	00914512	00918197	00920419	00923879	00927308
00904120	00907357	00911322	00914513	00918201	00920423	00923958	00927338
00904121	00907459	00911345	00914514	00918238	00920430	00923959	00927340
00904186	00907460	00911401	00914552	00918239	00920436	00924215	00927401
00904229	00907600	00911518	00914664	00918287	00920574	00924442	00927422
00904230	00907608	00911546	00914871	00918536	00920697	00924490	00927509
00904246	00907653	00911555	00914924	00918625	00920825	00924577	00927540
00904294	00907680	00911564	00914978	00918627	00920849	00924578	00927548
00904361	00907730	00911767	00915025	00918684	00920850	00924616	00927549
00904362	00907739	00911786	00915137	00918699	00920857	00924679	00927566
00904378	00907819	00911815	00915155	00918702	00920908	00924680	00927582
00904385	00907826	00911830	00915156	00918703	00920943	00924707	00927608
00904454	00907884	00911888	00915292	00918784	00920979	00924708	00927678
00904508	00907928	00912042	00915312	00919014	00921060	00924756	00927681
00904525	00907948	00912099	00915319	00919044	00921073	00924938	00927684
00904533	00907969	00912126	00915328	00919085	00921090	00924992	00927715
00904534	00908025	00912131	00915337	00919127	00921135	00925051	00927720
00904584	00908039	00912256	00915519	00919145	00921207	00925061	00927735
00904616	00908064	00912281	00915567	00919219	00921208	00925094	00927752
00904631	00908144	00912318	00915601	00919221	00921266	00925116	00927756
00904648	00908328	00912321	00915619	00919231	00921280	00925213	00927806
00904695	00908396	00912481	00915623	00919232	00921494	00925247	00927840
00904763	00908415	00912498	00915628	00919268	00921653	00925272	00927892
00904822	00908496	00912582	00915689	00919301	00921672	00925328	00927943
00904857	00908658	00912605	00915846	00919312	00921790	00925349	00928017
00904941	00908718	00912618	00915876	00919313	00921791	00925351	00928151
00905036	00908768	00912663	00916025	00919320	00921793	00925353	00928188
00905227	00908843	00912706	00916129	00919328	00921826	00925432	00928209
00905284	00909007	00912707	00916217	00919349	00921908	00925451	00928265
00905291	00909139	00912714	00916284	00919380	00921964	00925574	00928301
00905378	00909168	00912719	00916293	00919417	00922017	00925619	00928476
00905497	00909199	00912728	00916328	00919439	00922057	00925638	00928478
00905537	00909315	00913004	00916392	00919555	00922080	00925655	00928479
00905573	00909450	00913011	00916455	00919593	00922204	00925932	00928480
00905607	00909595	00913039	00916457	00919609	00922205	00926081	00928503
00905728	00909611	00913134	00916572	00919610	00922267	00926153	00928516
00905804	00909642	00913195	00916629	00919615	00922446	00926184	00928520
00905806	00909659	00913219	00916666	00919616	00922483	00926217	00928660

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

00928694	00931844	00934963	00938289	00944104	00947457	00951343	00955079
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00928790	00931931	00935027	00938403	00944132	00947591	00951420	00955241
00928825	00931946	00935095	00938457	00944209	00947850	00951505	00955272
00928828	00931967	00935123	00938538	00944260	00947851	00951561	00955432
00928861	00931986	00935136	00938540	00944261	00947878	00951562	00955454
00928865	00932063	00935214	00938573	00944287	00948133	00951684	00955498
00929066	00932101	00935299	00938577	00944321	00948148	00951805	00955519
00929067	00932137	00935340	00938579	00944438	00948323	00952059	00955521
00929070	00932163	00935572	00938619	00944439	00948339	00952118	00955539
00929125	00932354	00935578	00938627	00944532	00948345	00952245	00955614
00929146	00932380	00935584	00938709	00944560	00948346	00952255	00955698
00929147	00932421	00935702	00938710	00944571	00948358	00952349	00955724
00929210	00932422	00935703	00938758	00944634	00948359	00952366	00955754
00929216	00932443	00935846	00938759	00944639	00948381	00952628	00955790
00929369	00932463	00935847	00938873	00944670	00948500	00952688	00955884
00929404	00932548	00935857	00938880	00944703	00948582	00952689	00955963
00929489	00932771	00935921	00938906	00944719	00948606	00952744	00956053
00929490	00932860	00935943	00938910	00944824	00948709	00952745	00956055
00929491	00932915	00935962	00938968	00944826	00948729	00952749	00956061
00929541	00932977	00936018	00938990	00944891	00948745	00952751	00956089
00929590	00933015	00936037	00939081	00944942	00948746	00952763	00956208
00929603	00933016	00936079	00939090	00944968	00948946	00952786	00956211
00929640	00933044	00936080	00939091	00944977	00949137	00952862	00956267
00929653	00933109	00936081	00939095	00944982	00949211	00952929	00956268
00929654	00933129	00936372	00939273	00944983	00949320	00952934	00956287
00929683	00933154	00936378	00939360	00944997	00949387	00953020	00956347
00929696	00933177	00936384	00939410	00945365	00949399	00953049	00956480
00930115	00933184	00936418	00939411	00945411	00949509	00953151	00956511
00930134	00933296	00936422	00939427	00945439	00949557	00953256	00956532
00930204	00933383	00936537	00939492	00945445	00949559	00953257	00956556
00930254	00933413	00936610	00939528	00945494	00949613	00953361	00956563
00930467	00933523	00936779	00939590	00945511	00949614	00953407	00956643
00930516	00933529	00936793	00939899	00945614	00949711	00953592	00956713
00930521	00933584	00936826	00939900	00945665	00949712	00953622	00956811
00930524	00933600	00936863	00940036	00945709	00949760	00953665	00956858
00930603	00933658	00936976	00940089	00945739	00949846	00953867	00956866
00930605	00933680	00936999	00940093	00945821	00949937	00953972	00956903
00930670	00933890	00937028	00940234	00945911	00949992	00954010	00956929
00930711	00933943	00937103	00940255	00946010	00950089	00954034	00956954
00930741	00933999	00937253	00940263	00946044	00950113	00954085	00956958
00930750	00934001	00937257	00940266	00946105	00950154	00954105	00957153
00930897	00934019	00937368	00940408	00946143	00950183	00954153	00957168
00931121	00934020	00937397	00940500	00946144	00950195	00954241	00957293
00931138	00934036	00937515	00940523	00946180	00950246	00954291	00957434
00931153	00934065	00937521	00940569	00946296	00950418	00954292	00957446
00931176	00934116	00937533	00940648	00946345	00950507	00954360	00957473
00931218	00934169	00937600	00940731	00946433	00950510	00954389	00957532
00931268	00934238	00937601	00940839	00946448	00950514	00954450	00957603
00931359	00934285	00937618	00940898	00946461	00950558	00954455	00957707
00931362	00934394	00937663	00941065	00946490	00950574	00954457	00957856
00931437	00934395	00937705	00941075	00946522	00950586	00954469	00957912
00931589	00934396	00937734	00941076	00946565	00950724	00954535	00957914
00931590	00934475	00937767	00941098	00946639	00951074	00954587	00957925
00931631	00934500	00937858	00941144	00946734	00951077	00954728	00957978
00931633	00934578	00937983	00941181	00946735	00951130	00954730	00958008
00931672	00934629	00938047	00941183	00946772	00951141	00954774	00958049
00931748	00934712	00938139	00941216	00946933	00951185	00954776	00958251
00931749	00934725	00938194	00941297	00947087	00951188	00954782	00958291
00931834	00934810	00938198	00941322	00947276	00951213	00954812	00958301
00931841	00934917	00938257	00941365	00947357	00951317	00954935	00958452
00931843	00934962	00938283	00941371	00947412	00951333	00954948	00958462

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

00958585	00961771	00964237	00982283	00987560	00990592	00993232	00995987
00958709	00961774	00964285	00982311	00987568	00990593	00993262	00996025
00958743	00961784	00964295	00982313	00987619	00990615	00993294	00996044
00958806	00961897	00964370	00982327	00987645	00990618	00993322	00996064
00958915	00961905	00964423	00982335	00987667	00990673	00993366	00996081
00958996	00962086	00964490	00982409	00987687	00990754	00993406	00996162
00959013	00962137	00964500	00982538	00987746	00990851	00993417	00996224
00959058	00962173	00964514	00982627	00987778	00990852	00993755	00996347
00959115	00962253	00964532	00985031	00987779	00991029	00993763	00996350
00959286	00962272	00964621	00985045	00987809	00991031	00993764	00996351
00959303	00962437	00964763	00985046	00987810	00991114	00993785	00996483
00959366	00962469	00964764	00985047	00987826	00991157	00993829	00996540
00959483	00962580	00964845	00985054	00987882	00991180	00993834	00996615
00959604	00962659	00980010	00985237	00987907	00991195	00993839	00996700
00959614	00962661	00980044	00985272	00987908	00991292	00993851	00996760
00959734	00962699	00980058	00985342	00987932	00991332	00993858	00996889
00959810	00962714	00980157	00985395	00987950	00991355	00993863	00996954
00959905	00962742	00980165	00985474	00987959	00991364	00993886	00997146
00959951	00962761	00980166	00985490	00987987	00991385	00993941	00997154
00959974	00962771	00980349	00985544	00988096	00991409	00993980	00997234
00959976	00962808	00980358	00985575	00988109	00991413	00994097	00997311
00960106	00962868	00980362	00985599	00988121	00991421	00994201	00997441
00960115	00962869	00980408	00985644	00988174	00991423	00994211	00997442
00960207	00962876	00980448	00985649	00988208	00991432	00994221	00997504
00960239	00962880	00980461	00985667	00988254	00991521	00994242	00997567
00960262	00962881	00980514	00985821	00988255	00991670	00994254	00997590
00960263	00962905	00980519	00985855	00988298	00991678	00994298	00997660
00960323	00962906	00980530	00985856	00988387	00991720	00994304	00997708
00960434	00962953	00980561	00985945	00988392	00991756	00994391	00997743
00960467	00963011	00980653	00986048	00988758	00991812	00994426	00997767
00960469	00963014	00980706	00986068	00988762	00991981	00994427	00997775
00960493	00963015	00980745	00986115	00988883	00992055	00994471	00997871
00960508	00963133	00980750	00986116	00988939	00992057	00994486	00997911
00960523	00963151	00980928	00986155	00988945	00992145	00994516	00998021
00960525	00963168	00980955	00986164	00988946	00992154	00994532	00998040
00960586	00963174	00980983	00986185	00989010	00992207	00994574	00998146
00960780	00963194	00981026	00986233	00989100	00992208	00994625	00998147
00960854	00963195	00981082	00986284	00989134	00992229	00994650	00998163
00960886	00963196	00981110	00986434	00989155	00992308	00994707	00998250
00960947	00963227	00981136	00986446	00989172	00992318	00994716	00998292
00960951	00963294	00981142	00986448	00989304	00992492	00994717	00998380
00960952	00963329	00981152	00986546	00989511	00992493	00994718	00998385
00961002	00963346	00981334	00986580	00989621	00992505	00994759	00998403
00961003	00963382	00981374	00986597	00989701	00992512	00994812	00998453
00961004	00963423	00981384	00986668	00989737	00992539	00994835	00998454
00961009	00963447	00981385	00986733	00989765	00992611	00994880	00998458
00961029	00963498	00981423	00986814	00989781	00992634	00994991	00998469
00961058	00963517	00981451	00986895	00989838	00992675	00995062	00998497
00961104	00963547	00981456	00986948	00989910	00992704	00995063	00998526
00961168	00963591	00981783	00986956	00990013	00992711	00995074	00998551
00961199	00963592	00981858	00986969	00990032	00992722	00995084	00998573
00961207	00963595	00981947	00987000	00990078	00992818	00995240	00998766
00961242	00963613	00981976	00987060	00990131	00992819	00995430	00998811
00961265	00963636	00982012	00987142	00990183	00992862	00995486	00998830
00961313	00963637	00982116	00987149	00990184	00992887	00995637	00998874
00961314	00963689	00982119	00987174	00990199	00992941	00995679	00998996
00961382	00963698	00982221	00987283	00990200	00992973	00995726	00999025
00961403	00963767	00982228	00987294	00990265	00993008	00995753	00999028
00961480	00964083	00982231	00987470	00990280	00993027	00995837	00999117
00961576	00964232	00982240	00987527	00990512	00993031	00995868	00999163
00961607	00964233	00982265	00987538	00990536	00993140	00995931	00999167
00961649	00964234	00982282	00987556	00990552	00993147	00995950	00999170

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00999174	01002712	01005482	01008332	01010875	01014821	01017406	01020462
00999176	01002780	01005488	01008415	01010938	01014823	01017469	01020628
00999216	01002782	01005533	01008441	01011029	01014924	01017480	01020639
00999223	01002783	01005580	01008451	01011080	01014925	01017516	01020640
00999291	01002846	01005601	01008455	01011093	01014927	01017567	01020645
00999346	01002937	01005621	01008456	01011094	01014940	01017775	01020678
00999499	01003016	01005794	01008457	01011187	01014951	01017784	01020755
00999608	01003110	01005796	01008531	01011248	01015003	01017884	01020761
00999692	01003122	01005886	01008800	01011339	01015008	01017988	01020811
00999754	01003139	01005902	01008830	01011360	01015009	01018019	01020812
00999854	01003140	01005960	01008878	01011404	01015011	01018031	01020813
00999953	01003153	01005991	01008892	01011499	01015031	01018032	01020820
00999954	01003195	01005993	01008893	01011583	01015050	01018057	01020839
00999996	01003313	01006127	01008912	01011584	01015100	01018186	01020855
01000091	01003352	01006212	01008933	01011638	01015116	01018290	01020954
01000334	01003433	01006220	01009034	01011704	01015121	01018368	01020956
01000371	01003479	01006251	01009051	01011740	01015145	01018417	01020992
01000384	01003618	01006286	01009087	01011743	01015146	01018425	01021016
01000472	01003627	01006374	01009096	01011757	01015203	01018435	01021167
01000565	01003692	01006411	01009126	01011760	01015243	01018565	01021171
01000604	01003698	01006423	01009128	01011898	01015265	01018625	01021258
01000605	01003718	01006558	01009173	01011920	01015281	01018676	01021259
01000625	01003759	01006573	01009180	01011930	01015282	01018715	01021299
01000646	01003794	01006577	01009204	01012011	01015541	01018754	01021303
01000903	01003811	01006585	01009224	01012014	01015600	01018755	01021310
01000974	01003866	01006639	01009238	01012028	01015607	01018761	01021445
01000990	01003885	01006737	01009323	01012041	01015673	01018773	01021459
01000991	01003951	01006740	01009330	01012068	01015699	01018791	01021534
01001002	01003977	01006828	01009396	01012069	01015717	01018840	01021554
01001040	01004086	01006919	01009506	01012095	01015776	01018893	01021635
01001067	01004110	01006969	01009564	01012107	01015819	01018954	01021675
01001087	01004118	01006977	01009603	01012130	01015833	01018961	01021722
01001098	01004325	01006978	01009636	01012293	01015837	01018968	01021737
01001144	01004357	01007177	01009637	01012300	01015847	01018969	01021751
01001290	01004366	01007447	01009669	01012476	01015933	01019003	01021915
01001291	01004454	01007507	01009678	01012520	01015944	01019045	01021988
01001292	01004489	01007527	01009680	01012627	01015988	01019046	01022058
01001406	01004545	01007586	01009690	01012713	01016014	01019086	01022084
01001420	01004581	01007593	01009732	01012787	01016124	01019145	01022105
01001448	01004582	01007596	01009872	01012892	01016144	01019177	01022127
01001539	01004624	01007676	01009978	01013140	01016300	01019197	01022213
01001827	01004625	01007681	01009979	01013145	01016387	01019237	01022288
01001861	01004662	01007684	01010109	01013570	01016469	01019242	01022306
01001898	01004691	01007685	01010140	01013583	01016514	01019275	01022379
01001930	01004692	01007686	01010221	01013603	01016530	01019284	01022431
01001976	01004812	01007709	01010239	01013607	01016551	01019290	01022450
01002100	01004829	01007823	01010260	01013756	01016587	01019351	01022493
01002101	01004837	01007826	01010261	01013821	01016720	01019444	01022617
01002174	01004882	01007830	01010298	01013878	01016730	01019450	01022695
01002176	01004890	01007861	01010324	01013931	01016749	01019463	01022697
01002197	01004895	01007873	01010438	01013934	01016758	01019585	01022759
01002286	01004968	01007918	01010458	01014031	01016767	01019672	01022760
01002369	01005068	01007920	01010500	01014121	01016768	01019789	01022775
01002385	01005072	01007941	01010501	01014154	01016913	01019833	01022796
01002386	01005079	01007955	01010502	01014310	01017018	01019856	01022940
01002397	01005111	01007998	01010532	01014339	01017097	01019869	01022941
01002427	01005236	01008115	01010647	01014342	01017136	01019873	01022966
01002453	01005265	01008218	01010668	01014350	01017182	01019905	01022997
01002471	01005266	01008219	01010670	01014440	01017224	01019907	01023001
01002487	01005434	01008221	01010732	01014588	01017254	01020017	01023017
01002493	01005473	01008222	01010761	01014703	01017257	01020208	01023061
01002582	01005481	01008282	01010869	01014716	01017361	01020282	01023065

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01023113	01026118	01030504	01033495	01037470	01040396	01043261	01046306
01023197	01026122	01030505	01033544	01037471	01040479	01043270	01046315
01023252	01026129	01030524	01033554	01037550	01040481	01043392	01046444
01023431	01026179	01030537	01033573	01037555	01040516	01043408	01046478
01023553	01026195	01030561	01033627	01037559	01040519	01043409	01046506
01023572	01026315	01030563	01033737	01037560	01040542	01043423	01046655
01023600	01026340	01030570	01034104	01037631	01040594	01043425	01046708
01023660	01026357	01030690	01034138	01037736	01040606	01043449	01046725
01023702	01026408	01030696	01034518	01037756	01040642	01043464	01046859
01023722	01026435	01030799	01034562	01037769	01040689	01043465	01046926
01023741	01026521	01030807	01034568	01037773	01040859	01043577	01047094
01023749	01026557	01030841	01034581	01037779	01040888	01043596	01047159
01023757	01026559	01030872	01034704	01037791	01040905	01043744	01047191
01024018	01026695	01030974	01034718	01037819	01040930	01043787	01047263
01024023	01026817	01031253	01034754	01037949	01040950	01043788	01047301
01024026	01026830	01031327	01034908	01037979	01041047	01043789	01047302
01024042	01026861	01031366	01034961	01038023	01041054	01043853	01047306
01024177	01026870	01031516	01035044	01038024	01041163	01043861	01047333
01024215	01026940	01031517	01035147	01038074	01041171	01043876	01047369
01024242	01027021	01031534	01035177	01038117	01041207	01043889	01047402
01024297	01027126	01031579	01035224	01038120	01041208	01044008	01047405
01024299	01027160	01031610	01035257	01038169	01041226	01044054	01047470
01024314	01027187	01031723	01035407	01038251	01041228	01044056	01047494
01024315	01027194	01031793	01035421	01038584	01041240	01044187	01047495
01024318	01027198	01031820	01035457	01038723	01041256	01044313	01047498
01024380	01027266	01031946	01035462	01038730	01041401	01044348	01047683
01024534	01027325	01031992	01035463	01038751	01041442	01044454	01047695
01024557	01027373	01032009	01035481	01038778	01041636	01044543	01047924
01024583	01027405	01032026	01035540	01038864	01041739	01044548	01047932
01024664	01027496	01032042	01035541	01038906	01041789	01044638	01048063
01024748	01027575	01032161	01035604	01038907	01041811	01044639	01048130
01024753	01027576	01032241	01035623	01038918	01041865	01044667	01048141
01024794	01027617	01032298	01035656	01039023	01041958	01044930	01048220
01024795	01027673	01032349	01035659	01039078	01042095	01044955	01048221
01024987	01027709	01032382	01035665	01039130	01042109	01045097	01048222
01025059	01027722	01032595	01035835	01039215	01042136	01045200	01048227
01025089	01027795	01032648	01035869	01039230	01042143	01045263	01048290
01025095	01027797	01032751	01035903	01039266	01042238	01045334	01048324
01025140	01027846	01032753	01035904	01039332	01042244	01045412	01048368
01025188	01027895	01032990	01036288	01039365	01042249	01045440	01048374
01025254	01028059	01032991	01036434	01039366	01042441	01045441	01048379
01025385	01028071	01033010	01036484	01039379	01042446	01045442	01048435
01025487	01028086	01033021	01036500	01039390	01042476	01045490	01048438
01025488	01028115	01033045	01036579	01039415	01042539	01045491	01048494
01025538	01028132	01033111	01036663	01039479	01042548	01045495	01048510
01025539	01028196	01033116	01036666	01039480	01042621	01045543	01048529
01025606	01028299	01033146	01036872	01039496	01042652	01045631	01048575
01025639	01028332	01033147	01036934	01039642	01042691	01045702	01048635
01025673	01028372	01033154	01036948	01039643	01042713	01045789	01048667
01025676	01028375	01033158	01037035	01039672	01042806	01045853	01048691
01025753	01028508	01033223	01037052	01039688	01042807	01045895	01048703
01025758	01028531	01033249	01037054	01039830	01042808	01045921	01048725
01025768	01028638	01033314	01037110	01039912	01042945	01045922	01048849
01025775	01030018	01033351	01037126	01039993	01042957	01045942	01048918
01025799	01030110	01033362	01037148	01040010	01042965	01045953	01048983
01025826	01030127	01033363	01037160	01040115	01043053	01045954	01048987
01025889	01030173	01033364	01037161	01040166	01043054	01046006	01049054
01025900	01030314	01033426	01037218	01040240	01043055	01046100	01049058
01025972	01030315	01033442	01037262	01040252	01043079	01046218	01049147
01025997	01030348	01033467	01037299	01040259	01043092	01046270	01049156
01026036	01030446	01033490	01037370	01040308	01043112	01046302	01049192
01026114	01030449	01033493	01037462	01040318	01043182	01046305	01049213

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01049273	01051804	01055587	01058081	01059986	01062586	01065925	01068495
01049274	01051838	01055591	01058166	01060025	01062629	01065943	01068514
01049326	01051861	01055597	01058173	01060036	01062713	01065969	01068519
01049351	01051898	01055600	01058174	01060037	01062736	01066131	01068684
01049575	01051925	01055601	01058197	01060083	01062754	01066259	01068834
01049582	01052045	01055654	01058251	01060107	01062755	01066306	01068839
01049591	01052088	01055704	01058266	01060115	01062811	01066340	01068841
01049647	01052161	01055705	01058276	01060154	01062910	01066433	01068907
01049661	01052173	01055742	01058277	01060222	01063059	01066439	01068975
01049672	01052244	01055772	01058292	01060228	01063106	01066461	01069014
01049711	01052263	01055778	01058325	01060231	01063107	01066464	01069021
01049796	01052328	01055841	01058337	01060267	01063363	01066468	01069032
01049834	01052543	01055857	01058342	01060314	01063399	01066560	01069041
01049835	01052598	01055863	01058413	01060338	01063421	01066561	01069128
01049895	01052600	01056006	01058425	01060443	01063498	01066574	01069221
01049903	01052625	01056017	01058461	01060449	01063633	01066585	01069267
01049920	01052702	01056169	01058462	01060453	01063680	01066627	01069317
01049921	01052736	01056170	01058489	01060454	01063684	01066637	01069318
01050022	01052800	01056206	01058499	01060456	01063730	01066699	01069326
01050040	01052801	01056299	01058574	01060754	01063850	01066707	01069340
01050070	01052881	01056300	01058618	01060755	01063852	01066783	01069453
01050074	01052892	01056382	01058667	01060810	01064010	01066870	01069572
01050100	01053183	01056394	01058671	01060932	01064035	01066879	01069717
01050102	01053388	01056411	01058709	01060959	01064135	01066937	01069718
01050129	01053484	01056413	01058753	01061036	01064156	01067006	01069738
01050222	01053537	01056415	01058829	01061086	01064262	01067093	01069742
01050317	01053575	01056416	01058832	01061093	01064341	01067109	01069743
01050342	01053579	01056642	01058841	01061130	01064400	01067112	01069840
01050443	01053622	01056662	01058902	01061151	01064494	01067172	01069855
01050451	01053623	01056734	01058980	01061187	01064524	01067206	01069960
01050564	01053651	01056759	01058997	01061309	01064551	01067207	01070008
01050579	01053655	01056762	01059008	01061350	01064589	01067338	01070019
01050622	01053744	01056763	01059018	01061354	01064651	01067371	01070021
01050684	01053858	01056893	01059044	01061356	01064698	01067426	01070053
01050711	01054006	01056937	01059045	01061380	01064711	01067448	01070196
01050808	01054007	01057039	01059051	01061438	01064719	01067462	01070197
01050815	01054153	01057158	01059070	01061439	01064771	01067504	01070207
01050949	01054154	01057160	01059075	01061510	01064928	01067521	01070226
01050977	01054155	01057199	01059118	01061522	01064942	01067532	01070319
01050985	01054181	01057264	01059197	01061611	01064943	01067565	01070550
01051000	01054292	01057381	01059199	01061620	01064956	01067576	01070554
01051016	01054317	01057413	01059273	01061622	01065054	01067612	01070555
01051026	01054362	01057419	01059281	01061630	01065110	01067823	01070572
01051067	01054383	01057455	01059286	01061634	01065112	01067865	01070598
01051088	01054474	01057491	01059301	01061677	01065118	01067867	01070638
01051181	01054546	01057492	01059363	01061761	01065119	01067895	01070644
01051228	01054609	01057493	01059424	01061762	01065120	01067911	01070686
01051319	01054698	01057510	01059488	01061785	01065150	01067949	01070693
01051330	01054810	01057557	01059516	01061884	01065151	01067966	01070742
01051373	01054826	01057662	01059568	01062068	01065193	01067986	01070812
01051374	01054843	01057728	01059624	01062084	01065214	01068111	01070846
01051375	01054943	01057729	01059681	01062180	01065260	01068132	01070875
01051415	01055032	01057730	01059685	01062181	01065265	01068151	01070890
01051419	01055057	01057748	01059687	01062195	01065306	01068178	01070916
01051420	01055078	01057780	01059690	01062228	01065375	01068227	01070919
01051503	01055160	01057803	01059713	01062229	01065382	01068318	01070981
01051561	01055236	01057835	01059714	01062306	01065506	01068326	01070982
01051564	01055320	01057882	01059746	01062360	01065508	01068403	01071000
01051727	01055391	01057886	01059763	01062375	01065534	01068411	01071042
01051728	01055454	01057903	01059828	01062422	01065655	01068412	01071173
01051729	01055545	01057905	01059907	01062494	01065716	01068413	01071244
01051743	01055585	01058043	01059918	01062537	01065870	01068465	01071273

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01071376	01074206	01076429	01078333	01080203	01082020	01083520	01084753
01071435	01074255	01076502	01078339	01080228	01082041	01083525	01084768
01071446	01074329	01076503	01078353	01080245	01082103	01083526	01084773
01071556	01074584	01076506	01078364	01080254	01082121	01083527	01084818
01071581	01074688	01076515	01078410	01080317	01082167	01083539	01084821
01071592	01074812	01076535	01078494	01080332	01082190	01083552	01084840
01071608	01074877	01076589	01078524	01080373	01082191	01083553	01084848
01071669	01074933	01076594	01078571	01080387	01082203	01083557	01084851
01071722	01074950	01076622	01078641	01080404	01082214	01083569	01084854
01071810	01074958	01076878	01078653	01080473	01082233	01083589	01084860
01071855	01074972	01076879	01078656	01080478	01082235	01083598	01084875
01071860	01074983	01076949	01078728	01080487	01082323	01083602	01084906
01071950	01075025	01076996	01078758	01080496	01082325	01083685	01084913
01071999	01075044	01077009	01078759	01080521	01082326	01083688	01084922
01072035	01075097	01077037	01078792	01080554	01082403	01083694	01084928
01072091	01075131	01077045	01078835	01080558	01082412	01083735	01084943
01072099	01075252	01077057	01078836	01080580	01082419	01083768	01084959
01072127	01075282	01077058	01078877	01080589	01082427	01083770	01084987
01072128	01075300	01077086	01078898	01080596	01082433	01083777	01085013
01072324	01075309	01077115	01078899	01080618	01082470	01083794	01085028
01072325	01075324	01077195	01078916	01080642	01082479	01083796	01085034
01072337	01075354	01077239	01078961	01080654	01082489	01083803	01085084
01072340	01075360	01077242	01079115	01080657	01082511	01083816	01085100
01072384	01075367	01077251	01079136	01080658	01082512	01083860	01085102
01072478	01075392	01077270	01079182	01080702	01082517	01083868	01085108
01072481	01075414	01077336	01079201	01080722	01082524	01083893	01085290
01072492	01075422	01077353	01079245	01080734	01082528	01083904	01085338
01072498	01075424	01077354	01079313	01080740	01082538	01083916	01085361
01072532	01075435	01077378	01079372	01080754	01082566	01083917	01085372
01072533	01075436	01077379	01079373	01080760	01082568	01083938	01085398
01072720	01075478	01077411	01079388	01080863	01082571	01083957	01085534
01073080	01075554	01077445	01079403	01080891	01082605	01083987	01085550
01073096	01075663	01077482	01079405	01080937	01082628	01084010	01085692
01073169	01075697	01077509	01079407	01081058	01082629	01084018	01085741
01073181	01075703	01077523	01079470	01081059	01082699	01084025	01085742
01073182	01075704	01077605	01079538	01081069	01082722	01084056	01085754
01073183	01075708	01077606	01079633	01081096	01082769	01084084	01085829
01073190	01075772	01077607	01079739	01081128	01082777	01084128	01085876
01073234	01075778	01077629	01079740	01081185	01082784	01084145	01085889
01073255	01075794	01077668	01079741	01081194	01082931	01084204	01085933
01073259	01075804	01077679	01079763	01081267	01082948	01084217	01085942
01073278	01075810	01077745	01079776	01081317	01082951	01084241	01085943
01073354	01075815	01077830	01079817	01081337	01083061	01084322	01085953
01073371	01075902	01077888	01079832	01081338	01083062	01084345	01085954
01073440	01075934	01077941	01079863	01081389	01083094	01084346	01085971
01073448	01075935	01078005	01079866	01081390	01083098	01084389	01085986
01073480	01075971	01078014	01079870	01081428	01083099	01084428	01086026
01073516	01075995	01078015	01079874	01081477	01083107	01084448	01086034
01073517	01075996	01078042	01079909	01081483	01083119	01084452	01086085
01073526	01076002	01078082	01079911	01081522	01083185	01084467	01086117
01073541	01076016	01078086	01079993	01081549	01083197	01084484	01086214
01073542	01076066	01078088	01080008	01081557	01083203	01084485	01086244
01073567	01076116	01078205	01080019	01081569	01083210	01084486	01086288
01073596	01076138	01078207	01080026	01081646	01083298	01084495	01086340
01073626	01076152	01078219	01080036	01081674	01083343	01084506	01086352
01073670	01076199	01078239	01080060	01081677	01083363	01084556	01086353
01073739	01076208	01078243	01080069	01081684	01083376	01084591	01086469
01073740	01076273	01078251	01080107	01081690	01083403	01084607	01086476
01073806	01076299	01078279	01080116	01081716	01083411	01084644	01086501
01073807	01076358	01078302	01080134	01081867	01083433	01084706	01086502
01073819	01076370	01078304	01080159	01081870	01083445	01084711	01086579
01073982	01076397	01078322	01080195	01081973	01083519	01084715	01086617

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01086619	01088350	01090262	01092338	01094368	01095956	01097751	01100009
01086645	01088380	01090263	01092340	01094383	01096004	01097755	01100086
01086661	01088464	01090279	01092372	01094499	01096102	01097756	01100107
01086663	01088501	01090280	01092375	01094500	01096103	01097915	01100199
01086729	01088528	01090320	01092408	01094588	01096119	01097918	01100204
01086774	01088557	01090332	01092441	01094625	01096121	01097968	01100275
01086797	01088561	01090356	01092448	01094679	01096177	01097969	01100284
01086914	01088601	01090357	01092487	01094696	01096186	01098041	01100285
01086917	01088695	01090527	01092522	01094702	01096192	01098066	01100314
01086954	01088714	01090533	01092631	01094721	01096206	01098079	01100315
01086977	01088772	01090635	01092656	01094776	01096207	01098118	01100381
01087022	01088815	01090641	01092664	01094816	01096214	01098149	01100403
01087055	01088840	01090642	01092665	01094822	01096224	01098153	01100409
01087121	01088849	01090643	01092694	01094835	01096237	01098186	01100437
01087130	01088858	01090644	01092696	01094861	01096367	01098202	01100438
01087157	01088862	01090646	01092702	01094877	01096409	01098203	01100539
01087164	01088863	01090751	01092718	01094885	01096476	01098210	01100580
01087167	01088880	01090765	01092750	01094938	01096506	01098211	01100583
01087233	01088916	01090766	01092875	01094940	01096521	01098212	01100584
01087243	01088920	01090767	01092885	01094945	01096570	01098233	01100585
01087244	01088959	01090780	01093008	01094978	01096586	01098256	01100633
01087245	01088963	01090815	01093012	01095001	01096616	01098279	01100634
01087353	01088974	01090829	01093030	01095006	01096623	01098377	01100637
01087415	01089055	01090835	01093190	01095025	01096634	01098431	01100646
01087429	01089056	01090874	01093224	01095026	01096732	01098432	01100652
01087435	01089059	01090876	01093235	01095027	01096768	01098472	01100668
01087559	01089143	01090955	01093318	01095029	01096769	01098526	01100685
01087595	01089199	01091060	01093435	01095050	01096775	01098565	01100760
01087596	01089228	01091078	01093458	01095088	01096781	01098582	01100761
01087597	01089233	01091167	01093476	01095103	01096847	01098612	01100762
01087600	01089246	01091181	01093477	01095107	01096854	01098685	01100763
01087601	01089258	01091182	01093553	01095112	01096865	01098840	01100764
01087609	01089300	01091194	01093606	01095176	01096895	01098867	01100790
01087646	01089319	01091276	01093643	01095177	01096909	01098900	01100914
01087680	01089405	01091304	01093741	01095178	01096925	01098923	01100917
01087704	01089421	01091339	01093794	01095192	01096980	01098985	01100924
01087705	01089471	01091340	01093821	01095303	01097020	01098988	01100948
01087745	01089503	01091341	01093824	01095336	01097079	01099032	01100954
01087747	01089511	01091470	01093828	01095406	01097093	01099058	01100965
01087771	01089589	01091494	01093875	01095419	01097106	01099122	01101027
01087869	01089615	01091550	01093895	01095442	01097111	01099125	01101040
01087870	01089668	01091551	01093913	01095464	01097151	01099195	01101068
01087923	01089672	01091643	01093933	01095467	01097152	01099219	01101084
01087951	01089716	01091655	01093963	01095488	01097259	01099253	01101127
01087953	01089790	01091707	01093974	01095493	01097262	01099330	01101130
01087955	01089800	01091725	01093979	01095505	01097287	01099358	01101131
01087973	01089813	01091790	01093982	01095523	01097306	01099389	01101132
01088069	01089834	01091829	01093996	01095540	01097340	01099418	01101166
01088070	01089883	01091833	01093997	01095602	01097342	01099434	01101168
01088094	01089930	01091873	01094000	01095615	01097407	01099507	01101169
01088113	01089940	01091876	01094032	01095650	01097463	01099597	01101275
01088118	01089980	01091936	01094089	01095655	01097480	01099598	01101284
01088124	01089981	01091951	01094104	01095670	01097500	01099608	01101342
01088159	01090037	01091971	01094120	01095785	01097532	01099647	01101343
01088211	01090054	01092053	01094122	01095801	01097563	01099843	01101453
01088229	01090068	01092080	01094149	01095830	01097581	01099845	01101462
01088254	01090069	01092081	01094193	01095831	01097592	01099863	01101469
01088269	01090078	01092134	01094204	01095841	01097610	01099889	01101549
01088296	01090153	01092198	01094229	01095846	01097704	01099890	01101553
01088307	01090172	01092260	01094301	01095884	01097722	01099931	01101554
01088316	01090173	01092299	01094350	01095902	01097733	01099932	01101578
01088345	01090233	01092302	01094364	01095953	01097736	01099966	01101589

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01101602	01103406	01105702	01107569	01108470	01109374	01109948	01113023
01101625	01103548	01105703	01107573	01108509	01109393	01109952	01113054
01101650	01103588	01105731	01107579	01108510	01109394	01109954	01113059
01101674	01103610	01105791	01107594	01108542	01109406	01110004	01113075
01101675	01103626	01105923	01107603	01108595	01109415	01110029	01113113
01101685	01103639	01105925	01107606	01108610	01109432	01110030	01113140
01101752	01103642	01106011	01107617	01108622	01109442	01110140	01113150
01101762	01103704	01106013	01107618	01108634	01109474	01110226	01113166
01101767	01103758	01106098	01107643	01108635	01109489	01110261	01113174
01101850	01103815	01106119	01107660	01108636	01109490	01110287	01113175
01101851	01103831	01106131	01107662	01108647	01109500	01110288	01113198
01101856	01103847	01106190	01107730	01108674	01109502	01110432	01113209
01101859	01103848	01106216	01107782	01108682	01109507	01110484	01113236
01101868	01103867	01106219	01107854	01108684	01109513	01110490	01113250
01101875	01103937	01106251	01107870	01108712	01109518	01110503	01113283
01101889	01103938	01106265	01107883	01108716	01109526	01110510	01113302
01101895	01103946	01106423	01107884	01108717	01109528	01110518	01113303
01101898	01103952	01106451	01107941	01108724	01109529	01110609	01113357
01102046	01104035	01106493	01108001	01108755	01109530	01110700	01113358
01102047	01104142	01106508	01108009	01108759	01109551	01110761	01113359
01102174	01104143	01106511	01108023	01108762	01109552	01110773	01113489
01102180	01104171	01106553	01108024	01108767	01109567	01110802	01113520
01102411	01104175	01106568	01108025	01108770	01109568	01110842	01113521
01102429	01104176	01106604	01108033	01108771	01109569	01110850	01113522
01102516	01104196	01106622	01108052	01108775	01109570	01110994	01113524
01102540	01104300	01106661	01108064	01108782	01109571	01110996	01113533
01102586	01104331	01106682	01108083	01108783	01109588	01111053	01113541
01102689	01104381	01106776	01108099	01108800	01109589	01111124	01113553
01102763	01104391	01106777	01108116	01108810	01109595	01111153	01113554
01102766	01104456	01106778	01108129	01108818	01109596	01111245	01113571
01102799	01104477	01106847	01108168	01108819	01109607	01111392	01113575
01102818	01104501	01106857	01108180	01108831	01109622	01111395	01113615
01102913	01104502	01106907	01108183	01108843	01109662	01111524	01113636
01102914	01104503	01107020	01108186	01108845	01109663	01111611	01113679
01102916	01104504	01107082	01108192	01108856	01109668	01111613	01113684
01102918	01104509	01107083	01108212	01108861	01109671	01111621	01113685
01102921	01104585	01107084	01108213	01108863	01109674	01111731	01113704
01102922	01104658	01107117	01108218	01108882	01109686	01111793	01113709
01102925	01104670	01107118	01108241	01108900	01109700	01111864	01113724
01102973	01104671	01107129	01108242	01108922	01109701	01111870	01113730
01103019	01104676	01107132	01108249	01108928	01109716	01111918	01113744
01103040	01104731	01107147	01108256	01108942	01109735	01112099	01113774
01103041	01104811	01107200	01108262	01108948	01109736	01112127	01113784
01103042	01104812	01107203	01108274	01108951	01109746	01112270	01113785
01103051	01104927	01107209	01108282	01108969	01109761	01112271	01113786
01103053	01104931	01107239	01108300	01108973	01109770	01112294	01113787
01103103	01105024	01107251	01108308	01108977	01109774	01112298	01113789
01103199	01105116	01107270	01108319	01108978	01109777	01112307	01113803
01103223	01105117	01107275	01108330	01109037	01109799	01112349	01113829
01103272	01105130	01107283	01108331	01109042	01109800	01112403	01113861
01103286	01105164	01107289	01108333	01109138	01109815	01112427	01113863
01103317	01105209	01107295	01108337	01109161	01109819	01112429	01113864
01103370	01105215	01107319	01108354	01109182	01109834	01112431	01113870
01103379	01105225	01107412	01108355	01109202	01109836	01112545	01113889
01103380	01105230	01107426	01108356	01109224	01109854	01112590	01113896
01103381	01105311	01107432	01108357	01109244	01109856	01112619	01113919
01103382	01105412	01107434	01108358	01109268	01109879	01112650	01113925
01103383	01105427	01107456	01108375	01109283	01109899	01112710	01113943
01103388	01105442	01107474	01108390	01109300	01109912	01112796	01113958
01103396	01105461	01107497	01108424	01109306	01109929	01112799	01113959
01103402	01105473	01107555	01108425	01109333	01109936	01112814	01113972
01103403	01105641	01107556	01108439	01109340	01109946	01112894	01113994

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01113995	01115103	01115982	01116706	01117593	01120247	01123126	01125373
01113996	01115115	01115993	01116733	01117597	01120262	01123127	01125386
01114037	01115116	01116009	01116742	01117599	01120386	01123210	01125391
01114077	01115118	01116023	01116757	01117600	01120397	01123227	01125442
01114090	01115153	01116028	01116758	01117623	01120478	01123312	01125459
01114095	01115156	01116055	01116803	01117639	01120485	01123408	01125528
01114112	01115206	01116063	01116804	01117652	01120551	01123410	01125580
01114113	01115269	01116069	01116810	01117655	01120559	01123509	01125581
01114117	01115275	01116095	01116817	01117662	01120640	01123540	01125610
01114118	01115301	01116128	01116819	01117675	01120646	01123541	01125611
01114143	01115327	01116141	01116849	01117703	01120674	01123562	01125712
01114180	01115355	01116145	01116850	01117715	01120682	01123567	01125725
01114199	01115367	01116158	01116856	01117733	01120695	01123599	01125772
01114208	01115386	01116164	01116857	01117757	01120704	01123600	01125775
01114213	01115405	01116178	01116863	01117758	01120923	01123669	01125786
01114223	01115408	01116179	01116906	01117773	01121001	01123670	01125825
01114235	01115422	01116180	01116921	01117798	01121018	01123716	01125863
01114238	01115441	01116181	01116922	01117812	01121031	01123723	01125890
01114244	01115442	01116190	01116937	01117814	01121173	01123790	01125925
01114245	01115453	01116196	01116962	01117815	01121288	01123905	01125926
01114256	01115454	01116202	01116986	01117816	01121422	01123906	01125938
01114271	01115470	01116214	01117005	01117817	01121448	01123938	01125950
01114276	01115485	01116218	01117010	01117834	01121463	01123995	01125977
01114348	01115498	01116226	01117060	01117850	01121494	01124028	01125990
01114380	01115500	01116228	01117071	01117896	01121554	01124045	01125991
01114400	01115512	01116236	01117076	01117897	01121599	01124055	01126063
01114408	01115570	01116239	01117077	01117970	01121646	01124077	01126135
01114417	01115584	01116263	01117080	01117971	01121676	01124097	01126151
01114443	01115585	01116273	01117098	01117984	01121728	01124147	01126162
01114483	01115596	01116280	01117125	01118023	01121776	01124148	01126230
01114511	01115600	01116281	01117130	01118173	01121777	01124265	01126256
01114514	01115610	01116286	01117139	01118226	01121781	01124355	01126269
01114522	01115636	01116292	01117140	01118306	01121791	01124381	01126298
01114526	01115657	01116295	01117157	01118404	01121810	01124517	01126307
01114538	01115673	01116339	01117182	01118518	01121869	01124532	01126308
01114565	01115674	01116343	01117205	01118577	01121875	01124576	01126328
01114572	01115698	01116356	01117213	01118578	01121920	01124671	01126382
01114602	01115704	01116361	01117276	01118594	01121928	01124717	01126389
01114603	01115710	01116381	01117302	01118620	01122047	01124738	01126467
01114640	01115720	01116382	01117321	01118776	01122061	01124766	01126474
01114659	01115727	01116404	01117323	01118934	01122095	01124798	01126494
01114680	01115737	01116409	01117328	01118956	01122137	01124804	01126496
01114695	01115739	01116413	01117342	01118999	01122191	01124816	01126497
01114747	01115744	01116419	01117345	01119015	01122194	01124818	01126557
01114763	01115797	01116426	01117356	01119054	01122243	01124992	01126644
01114785	01115819	01116433	01117368	01119063	01122303	01125012	01126723
01114832	01115820	01116449	01117369	01119092	01122304	01125019	01126727
01114838	01115821	01116505	01117394	01119112	01122376	01125020	01126728
01114851	01115830	01116512	01117397	01119149	01122588	01125067	01126744
01114919	01115834	01116516	01117398	01119345	01122624	01125068	01126792
01114920	01115839	01116541	01117402	01119369	01122732	01125079	01126793
01114940	01115855	01116552	01117422	01119376	01122751	01125155	01126794
01114941	01115878	01116557	01117424	01119468	01122770	01125166	01127025
01114944	01115893	01116578	01117443	01119478	01122775	01125189	01127070
01114947	01115906	01116583	01117483	01119619	01122776	01125228	01127071
01114969	01115911	01116612	01117495	01119670	01122778	01125229	01127072
01114997	01115915	01116618	01117497	01119751	01122782	01125231	01127073
01115003	01115942	01116655	01117500	01119781	01122837	01125232	01127074
01115013	01115948	01116656	01117501	01119788	01122869	01125279	01127075
01115018	01115953	01116657	01117522	01119841	01122899	01125285	01127155
01115044	01115954	01116694	01117584	01119850	01122910	01125371	01127163
01115047	01115970	01116699	01117592	01120019	01122998	01125372	01127287

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01127363	01129000	01129931	01130509	01131109	01132062	01133742	01135551
01127370	01129024	01129940	01130527	01131119	01132096	01133799	01135561
01127450	01129064	01129942	01130540	01131176	01132121	01133815	01135565
01127528	01129068	01129954	01130558	01131191	01132143	01133818	01135566
01127540	01129089	01129973	01130560	01131206	01132150	01133879	01135683
01127550	01129090	01129985	01130579	01131275	01132151	01133970	01135705
01127612	01129092	01129986	01130593	01131282	01132160	01134037	01135710
01127635	01129110	01129987	01130595	01131313	01132164	01134068	01135801
01127640	01129115	01130038	01130607	01131346	01132165	01134080	01135835
01127686	01129116	01130065	01130609	01131357	01132166	01134090	01135836
01127689	01129126	01130072	01130618	01131361	01132177	01134092	01135909
01127704	01129135	01130091	01130624	01131386	01132179	01134094	01135924
01127711	01129136	01130096	01130632	01131399	01132192	01134115	01135926
01127740	01129150	01130106	01130642	01131403	01132193	01134117	01135941
01127917	01129160	01130129	01130656	01131456	01132231	01134148	01136018
01127921	01129181	01130131	01130669	01131469	01132232	01134186	01136153
01127975	01129210	01130141	01130674	01131476	01132257	01134189	01136163
01128082	01129212	01130144	01130691	01131492	01132264	01134191	01136185
01128083	01129233	01130154	01130706	01131498	01132270	01134202	01136203
01128090	01129235	01130155	01130711	01131502	01132273	01134203	01136214
01128137	01129240	01130157	01130720	01131503	01132303	01134219	01136217
01128145	01129259	01130160	01130723	01131504	01132332	01134257	01136234
01128215	01129271	01130190	01130724	01131505	01132375	01134266	01136261
01128228	01129272	01130191	01130754	01131530	01132400	01134272	01136284
01128269	01129278	01130192	01130755	01131550	01132411	01134298	01136377
01128419	01129285	01130196	01130758	01131558	01132575	01134316	01136459
01128435	01129287	01130203	01130771	01131569	01132737	01134338	01136488
01128436	01129363	01130222	01130778	01131575	01132773	01134339	01136596
01128437	01129392	01130233	01130779	01131640	01132796	01134354	01136656
01128482	01129401	01130249	01130810	01131642	01132838	01134359	01136687
01128527	01129406	01130261	01130826	01131650	01132938	01134365	01136767
01128533	01129411	01130262	01130867	01131672	01132948	01134385	01136768
01128541	01129419	01130266	01130868	01131680	01132949	01134386	01136832
01128544	01129427	01130267	01130877	01131681	01132967	01134485	01136883
01128582	01129439	01130268	01130896	01131689	01132968	01134509	01136905
01128602	01129443	01130277	01130904	01131703	01132989	01134521	01136954
01128611	01129468	01130293	01130905	01131704	01133009	01134597	01137015
01128615	01129470	01130311	01130906	01131708	01133049	01134610	01137042
01128655	01129487	01130312	01130911	01131763	01133107	01134645	01137044
01128695	01129501	01130313	01130933	01131770	01133140	01134667	01137102
01128697	01129520	01130314	01130941	01131783	01133169	01134705	01137103
01128698	01129530	01130316	01130949	01131816	01133173	01134715	01137108
01128733	01129531	01130319	01130957	01131836	01133199	01134869	01137109
01128764	01129563	01130339	01130982	01131840	01133207	01134900	01137114
01128765	01129599	01130340	01130994	01131845	01133239	01134931	01137121
01128783	01129630	01130352	01131003	01131854	01133269	01134932	01137151
01128820	01129644	01130353	01131010	01131872	01133270	01134939	01137152
01128821	01129645	01130354	01131012	01131888	01133340	01134958	01137155
01128832	01129661	01130355	01131013	01131912	01133368	01134959	01137156
01128871	01129677	01130356	01131014	01131916	01133371	01135064	01137162
01128884	01129733	01130368	01131035	01131917	01133372	01135065	01137277
01128910	01129761	01130384	01131039	01131925	01133380	01135113	01137290
01128911	01129762	01130408	01131049	01131926	01133391	01135119	01137316
01128928	01129765	01130410	01131052	01131936	01133397	01135129	01137317
01128929	01129766	01130430	01131068	01131952	01133403	01135230	01137328
01128959	01129813	01130432	01131079	01131982	01133503	01135281	01137342
01128962	01129830	01130437	01131082	01132010	01133529	01135310	01137581
01128963	01129860	01130468	01131085	01132012	01133580	01135412	01137582
01128965	01129880	01130470	01131090	01132026	01133600	01135418	01137583
01128991	01129891	01130478	01131091	01132034	01133697	01135479	01137614
01128996	01129892	01130483	01131104	01132035	01133699	01135525	01137640
01128999	01129907	01130493	01131105	01132050	01133738	01135526	01137656

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01137661	01139449	01140557	01141269	01141896	01142643	01143853	01145740
01137671	01139486	01140582	01141291	01141899	01142651	01143870	01145756
01137722	01139612	01140622	01141299	01141913	01142655	01143871	01145909
01137735	01139622	01140625	01141300	01141916	01142671	01143874	01145954
01137795	01139686	01140640	01141301	01141921	01142682	01143887	01146015
01137845	01139707	01140669	01141303	01141941	01142695	01143891	01146021
01137969	01139761	01140671	01141305	01141942	01142696	01143892	01146076
01137981	01139774	01140672	01141320	01141943	01142701	01143942	01146104
01138073	01139788	01140673	01141334	01141944	01142702	01143999	01146106
01138078	01139806	01140674	01141343	01141979	01142766	01144010	01146120
01138079	01139893	01140690	01141356	01141984	01142780	01144027	01146216
01138185	01139923	01140698	01141368	01141985	01142791	01144080	01146341
01138273	01139978	01140719	01141388	01142015	01142825	01144084	01146354
01138274	01139979	01140743	01141389	01142016	01142839	01144107	01146356
01138275	01139999	01140745	01141390	01142017	01142897	01144116	01146380
01138289	01140023	01140749	01141409	01142019	01142910	01144166	01146387
01138312	01140025	01140765	01141415	01142022	01142911	01144203	01146400
01138317	01140032	01140771	01141425	01142058	01142929	01144309	01146420
01138333	01140037	01140772	01141440	01142063	01142959	01144330	01146457
01138336	01140062	01140780	01141451	01142093	01142985	01144331	01146458
01138349	01140064	01140783	01141473	01142095	01142998	01144434	01146460
01138354	01140065	01140791	01141474	01142096	01143022	01144461	01146461
01138431	01140081	01140806	01141478	01142111	01143036	01144476	01146462
01138436	01140088	01140826	01141520	01142112	01143069	01144483	01146570
01138460	01140093	01140827	01141523	01142124	01143077	01144484	01146605
01138471	01140101	01140828	01141530	01142126	01143082	01144569	01146626
01138495	01140109	01140829	01141539	01142131	01143129	01144667	01146659
01138520	01140112	01140830	01141542	01142152	01143148	01144746	01146706
01138521	01140123	01140854	01141568	01142157	01143174	01144747	01146708
01138522	01140144	01140857	01141581	01142161	01143234	01144748	01146730
01138529	01140161	01140866	01141593	01142184	01143275	01144750	01146767
01138604	01140180	01140875	01141595	01142191	01143281	01144786	01146778
01138643	01140185	01140901	01141599	01142200	01143289	01144787	01146782
01138644	01140188	01140906	01141617	01142222	01143308	01144824	01146788
01138763	01140213	01140920	01141623	01142279	01143328	01144835	01146820
01138796	01140214	01140930	01141626	01142298	01143336	01144891	01146867
01138840	01140215	01140933	01141632	01142307	01143371	01144913	01146875
01138852	01140221	01140938	01141634	01142320	01143373	01144965	01146899
01138853	01140239	01140945	01141640	01142329	01143398	01144992	01146905
01138859	01140259	01140954	01141641	01142334	01143426	01145010	01146911
01138873	01140281	01141007	01141686	01142352	01143443	01145020	01147030
01138905	01140282	01141027	01141687	01142371	01143448	01145040	01147036
01138936	01140297	01141039	01141691	01142377	01143449	01145055	01147111
01138944	01140310	01141066	01141692	01142397	01143458	01145098	01147168
01138963	01140316	01141080	01141699	01142398	01143459	01145104	01147169
01138972	01140319	01141085	01141702	01142399	01143473	01145133	01147213
01139008	01140395	01141099	01141725	01142410	01143554	01145143	01147228
01139028	01140430	01141102	01141726	01142413	01143577	01145202	01147254
01139029	01140437	01141123	01141752	01142425	01143636	01145263	01147323
01139178	01140440	01141124	01141762	01142427	01143660	01145327	01147331
01139186	01140443	01141143	01141763	01142428	01143694	01145388	01147354
01139199	01140465	01141153	01141781	01142453	01143714	01145417	01147372
01139248	01140470	01141157	01141782	01142454	01143736	01145425	01147380
01139280	01140493	01141165	01141787	01142455	01143741	01145530	01147484
01139281	01140497	01141184	01141788	01142456	01143742	01145538	01147500
01139309	01140499	01141188	01141795	01142497	01143757	01145571	01147508
01139310	01140500	01141214	01141802	01142529	01143768	01145575	01147556
01139359	01140501	01141221	01141811	01142534	01143776	01145589	01147589
01139362	01140534	01141223	01141812	01142593	01143787	01145592	01147737
01139385	01140545	01141242	01141824	01142620	01143801	01145647	01147780
01139390	01140546	01141260	01141829	01142632	01143802	01145668	01147783
01139427	01140554	01141267	01141874	01142642	01143811	01145699	01147818

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01147916	01149242	01150287	01151422	01152486	01153491	01154458	01155135
01147923	01149257	01150311	01151431	01152526	01153499	01154490	01155142
01147970	01149260	01150313	01151438	01152533	01153532	01154523	01155146
01148042	01149267	01150315	01151443	01152534	01153602	01154525	01155149
01148090	01149269	01150337	01151444	01152537	01153684	01154545	01155170
01148117	01149270	01150354	01151445	01152545	01153730	01154566	01155180
01148124	01149287	01150366	01151451	01152567	01153731	01154578	01155216
01148164	01149288	01150367	01151452	01152573	01153739	01154592	01155219
01148232	01149295	01150374	01151453	01152576	01153743	01154605	01155220
01148327	01149298	01150378	01151462	01152577	01153744	01154607	01155232
01148334	01149340	01150438	01151479	01152585	01153762	01154619	01155237
01148372	01149352	01150443	01151573	01152602	01153764	01154626	01155241
01148373	01149354	01150445	01151593	01152603	01153805	01154629	01155270
01148375	01149381	01150474	01151617	01152700	01153833	01154644	01155275
01148422	01149422	01150511	01151618	01152701	01153835	01154652	01155276
01148431	01149433	01150528	01151641	01152710	01153841	01154653	01155279
01148461	01149476	01150529	01151685	01152725	01153847	01154671	01155281
01148475	01149492	01150546	01151709	01152727	01153855	01154680	01155301
01148477	01149535	01150548	01151745	01152731	01153859	01154699	01155315
01148504	01149544	01150623	01151748	01152732	01153894	01154703	01155334
01148506	01149545	01150629	01151759	01152807	01153907	01154704	01155349
01148521	01149572	01150631	01151760	01152811	01153911	01154713	01155359
01148540	01149584	01150638	01151774	01152844	01153913	01154723	01155361
01148541	01149629	01150645	01151791	01152845	01153914	01154729	01155362
01148561	01149686	01150650	01151798	01152867	01153921	01154743	01155381
01148572	01149690	01150660	01151844	01152935	01153954	01154749	01155382
01148574	01149696	01150661	01151859	01152947	01153955	01154757	01155394
01148612	01149697	01150699	01151861	01152963	01153974	01154768	01155395
01148632	01149700	01150700	01151867	01152996	01153976	01154770	01155416
01148633	01149715	01150716	01151869	01153020	01153988	01154784	01155427
01148650	01149729	01150739	01151870	01153023	01153989	01154825	01155428
01148668	01149744	01150748	01151900	01153045	01153990	01154832	01155435
01148670	01149750	01150749	01151908	01153137	01154005	01154842	01155436
01148806	01149751	01150779	01151915	01153138	01154022	01154852	01155438
01148807	01149762	01150847	01151921	01153149	01154025	01154864	01155439
01148815	01149765	01150861	01151934	01153172	01154060	01154871	01155442
01148820	01149769	01150917	01151959	01153181	01154098	01154881	01155444
01148840	01149771	01150919	01151971	01153198	01154119	01154895	01155447
01148875	01149772	01150921	01151978	01153202	01154160	01154902	01155453
01148885	01149779	01150926	01151985	01153203	01154183	01154905	01155462
01148916	01149786	01150933	01151986	01153204	01154186	01154908	01155476
01148927	01149816	01151088	01151987	01153206	01154187	01154914	01155483
01148937	01149820	01151096	01152012	01153207	01154193	01154918	01155484
01148939	01149877	01151127	01152063	01153210	01154223	01154923	01155493
01148946	01149879	01151128	01152077	01153244	01154227	01154932	01155494
01148962	01149941	01151158	01152081	01153305	01154245	01154939	01155499
01148999	01149964	01151160	01152118	01153319	01154253	01154942	01155500
01149016	01149983	01151180	01152198	01153320	01154332	01154956	01155502
01149031	01150025	01151181	01152205	01153321	01154335	01154975	01155503
01149040	01150032	01151201	01152219	01153348	01154340	01154978	01155504
01149071	01150095	01151221	01152243	01153355	01154342	01154984	01155505
01149080	01150125	01151244	01152245	01153364	01154344	01155004	01155506
01149097	01150150	01151349	01152246	01153367	01154348	01155016	01155507
01149102	01150166	01151355	01152276	01153370	01154356	01155020	01155510
01149135	01150220	01151356	01152320	01153376	01154384	01155027	01155511
01149156	01150223	01151372	01152342	01153377	01154393	01155029	01155512
01149160	01150232	01151382	01152434	01153398	01154394	01155054	01155515
01149200	01150235	01151391	01152440	01153399	01154411	01155056	01155516
01149201	01150241	01151392	01152462	01153400	01154412	01155071	01155519
01149205	01150247	01151397	01152468	01153432	01154413	01155075	01155521
01149235	01150275	01151405	01152473	01153455	01154418	01155082	01155524
01149241	01150282	01151421	01152476	01153486	01154437	01155117	01155525

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01155532	01155850	01156075	01156305	01156563	01156902	01157233	01158066
01155534	01155852	01156078	01156309	01156564	01156904	01157240	01158072
01155536	01155861	01156079	01156314	01156575	01156905	01157243	01158074
01155540	01155874	01156083	01156315	01156589	01156912	01157245	01158090
01155544	01155875	01156085	01156319	01156591	01156917	01157251	01158096
01155548	01155876	01156086	01156321	01156592	01156924	01157253	01158100
01155551	01155880	01156093	01156323	01156606	01156933	01157259	01158102
01155561	01155882	01156094	01156324	01156612	01156934	01157260	01158108
01155565	01155883	01156096	01156339	01156614	01156935	01157265	01158126
01155569	01155887	01156100	01156345	01156617	01156937	01157267	01158128
01155572	01155890	01156103	01156359	01156622	01156951	01157273	01158139
01155584	01155893	01156104	01156363	01156625	01156952	01157279	01158140
01155587	01155895	01156105	01156364	01156629	01156955	01157285	01158141
01155590	01155900	01156106	01156370	01156640	01156966	01157292	01158149
01155593	01155901	01156108	01156371	01156641	01156974	01157301	01158155
01155595	01155907	01156116	01156373	01156644	01156976	01157303	01158156
01155599	01155908	01156126	01156374	01156647	01156984	01157306	01158157
01155617	01155912	01156134	01156376	01156648	01156985	01157310	01158158
01155618	01155921	01156142	01156380	01156660	01156991	01157318	01158159
01155634	01155931	01156146	01156384	01156662	01156997	01157321	01158160
01155638	01155932	01156153	01156386	01156666	01156998	01157326	01158169
01155648	01155933	01156156	01156391	01156667	01156999	01157327	01158171
01155649	01155940	01156161	01156392	01156671	01157000	01157328	01158172
01155658	01155943	01156172	01156396	01156672	01157009	01157333	01158185
01155668	01155946	01156173	01156397	01156675	01157015	01157335	01158187
01155673	01155953	01156174	01156408	01156676	01157022	01157338	01158191
01155677	01155954	01156180	01156411	01156686	01157025	01157351	01158192
01155686	01155956	01156183	01156422	01156704	01157035	01157352	01158195
01155689	01155957	01156184	01156424	01156705	01157056	01157353	01158196
01155690	01155958	01156186	01156425	01156708	01157059	01157362	01158200
01155692	01155963	01156187	01156430	01156711	01157061	01157372	01158218
01155698	01155969	01156188	01156433	01156719	01157064	01157393	01158225
01155703	01155970	01156195	01156436	01156720	01157069	01157396	01158230
01155705	01155972	01156196	01156437	01156726	01157079	01157398	01158233
01155718	01155973	01156198	01156438	01156731	01157089	01157399	01158237
01155720	01155974	01156200	01156442	01156746	01157091	01157408	01158244
01155722	01155975	01156202	01156448	01156751	01157093	01157413	01158252
01155723	01155981	01156203	01156455	01156779	01157099	01157886	01158256
01155729	01155983	01156204	01156456	01156782	01157101	01157901	01158261
01155731	01155984	01156210	01156457	01156783	01157106	01157912	01158264
01155735	01155987	01156213	01156464	01156784	01157108	01157913	01158271
01155739	01155988	01156215	01156473	01156788	01157112	01157914	01158273
01155740	01155997	01156216	01156476	01156800	01157118	01157956	01158277
01155743	01156002	01156221	01156477	01156814	01157121	01157957	01158278
01155746	01156003	01156224	01156481	01156815	01157122	01157958	01158287
01155747	01156004	01156232	01156482	01156821	01157125	01157959	01158292
01155757	01156007	01156234	01156487	01156824	01157136	01157961	01158293
01155760	01156010	01156241	01156493	01156832	01157147	01157966	01158294
01155786	01156013	01156246	01156505	01156845	01157153	01157967	01158295
01155788	01156015	01156255	01156507	01156847	01157166	01157973	01158301
01155789	01156017	01156258	01156516	01156848	01157168	01157976	01158306
01155791	01156020	01156264	01156527	01156864	01157170	01157977	01158307
01155793	01156030	01156267	01156531	01156866	01157176	01157990	01158315
01155797	01156036	01156274	01156536	01156867	01157191	01157993	01158316
01155806	01156037	01156276	01156537	01156869	01157193	01158015	01158318
01155812	01156038	01156277	01156545	01156874	01157195	01158018	01158323
01155814	01156044	01156282	01156549	01156885	01157199	01158019	01158330
01155816	01156061	01156286	01156550	01156888	01157213	01158032	01158333
01155817	01156062	01156294	01156553	01156889	01157219	01158037	01158337
01155819	01156064	01156298	01156555	01156890	01157223	01158046	01158339
01155829	01156068	01156300	01156556	01156891	01157228	01158053	01158349
01155834	01156070	01156302	01156561	01156894	01157231	01158059	01158352

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01158355	01159218	01159594	01159933	01160721	01161448	01162271	01163387
01158360	01159219	01159599	01159934	01160727	01161450	01162279	01163418
01158361	01159220	01159604	01160005	01160743	01161455	01162291	01163423
01158362	01159239	01159605	01160012	01160760	01161456	01162293	01163433
01158392	01159243	01159606	01160020	01160769	01161457	01162294	01163439
01158395	01159251	01159608	01160025	01160773	01161468	01162295	01163440
01158398	01159253	01159610	01160054	01160789	01161469	01162321	01163511
01158399	01159257	01159615	01160063	01160802	01161470	01162324	01163513
01158406	01159260	01159624	01160081	01160803	01161478	01162335	01163563
01158418	01159272	01159628	01160083	01160811	01161484	01162337	01163576
01158422	01159276	01159642	01160113	01160831	01161500	01162349	01163595
01158423	01159279	01159655	01160114	01160835	01161520	01162350	01163596
01158424	01159280	01159663	01160139	01160836	01161542	01162442	01163613
01158425	01159297	01159668	01160160	01160847	01161546	01162462	01163642
01158427	01159303	01159675	01160208	01160848	01161557	01162495	01163645
01158428	01159307	01159676	01160218	01160857	01161567	01162534	01163663
01158430	01159310	01159685	01160222	01160858	01161585	01162535	01163668
01158434	01159321	01159688	01160223	01160865	01161586	01162537	01163721
01158437	01159322	01159697	01160225	01160886	01161588	01162543	01163735
01158440	01159324	01159704	01160226	01160890	01161631	01162544	01163738
01158452	01159325	01159707	01160240	01160897	01161645	01162577	01163739
01158469	01159328	01159723	01160248	01160898	01161654	01162578	01163745
01158473	01159330	01159724	01160263	01160929	01161655	01162634	01163756
01158488	01159331	01159745	01160269	01160942	01161689	01162645	01163760
01158513	01159333	01159760	01160270	01160953	01161712	01162734	01163763
01158991	01159352	01159764	01160271	01160965	01161735	01162748	01163821
01159024	01159354	01159768	01160314	01160984	01161738	01162749	01163839
01159034	01159359	01159770	01160321	01161008	01161739	01162750	01163844
01159035	01159366	01159773	01160350	01161009	01161753	01162773	01163845
01159038	01159369	01159777	01160375	01161045	01161762	01162774	01163850
01159040	01159375	01159779	01160377	01161046	01161782	01162788	01163885
01159043	01159387	01159794	01160401	01161055	01161799	01162797	01163889
01159049	01159388	01159804	01160415	01161056	01161839	01162798	01163890
01159050	01159408	01159806	01160425	01161084	01161842	01162845	01163891
01159055	01159413	01159816	01160438	01161130	01161844	01162847	01163916
01159056	01159420	01159819	01160458	01161131	01161845	01162849	01163920
01159062	01159424	01159820	01160472	01161139	01161846	01162850	01163930
01159067	01159434	01159823	01160490	01161140	01161849	01162851	01163932
01159071	01159440	01159826	01160509	01161145	01161868	01162852	01163936
01159076	01159442	01159833	01160510	01161177	01161871	01162867	01163952
01159096	01159452	01159838	01160520	01161180	01161872	01162881	01163980
01159111	01159453	01159840	01160523	01161197	01161892	01162902	01164022
01159125	01159454	01159841	01160545	01161260	01161917	01162907	01164058
01159126	01159455	01159846	01160546	01161309	01161923	01162913	01164077
01159131	01159483	01159848	01160547	01161321	01161928	01162918	01164124
01159139	01159484	01159860	01160562	01161328	01161975	01162951	01164127
01159144	01159486	01159865	01160563	01161334	01161976	01162956	01164135
01159145	01159492	01159867	01160565	01161340	01162031	01162957	01164136
01159154	01159496	01159869	01160573	01161355	01162032	01163000	01164139
01159157	01159498	01159877	01160575	01161358	01162046	01163013	01164150
01159162	01159505	01159894	01160583	01161359	01162057	01163020	01164151
01159163	01159507	01159895	01160588	01161361	01162077	01163047	01164180
01159171	01159508	01159901	01160627	01161382	01162085	01163126	01164187
01159177	01159518	01159906	01160648	01161415	01162114	01163180	01164203
01159187	01159526	01159910	01160654	01161420	01162115	01163187	01164204
01159188	01159545	01159912	01160660	01161421	01162128	01163188	01164234
01159198	01159555	01159913	01160661	01161422	01162130	01163198	01164240
01159201	01159566	01159914	01160669	01161425	01162145	01163231	01164255
01159203	01159574	01159927	01160671	01161427	01162167	01163278	01164256
01159205	01159578	01159930	01160677	01161428	01162227	01163344	01164283
01159206	01159592	01159931	01160698	01161441	01162237	01163385	01164299
01159207	01159593	01159932	01160716	01161445	01162269	01163386	01164300

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01164323	01164949	01165865	01166602	01167204	01167757	01168674	01169319
01164329	01164957	01165866	01166629	01167205	01167770	01168733	01169320
01164344	01164958	01165880	01166630	01167217	01167805	01168740	01169321
01164387	01165000	01165907	01166632	01167251	01167856	01168752	01169335
01164411	01165001	01165908	01166639	01167273	01167858	01168753	01169340
01164422	01165002	01165944	01166751	01167274	01167906	01168754	01169361
01164431	01165017	01165945	01166755	01167276	01167910	01168767	01169367
01164432	01165020	01165959	01166772	01167286	01167932	01168802	01169393
01164447	01165110	01165976	01166774	01167288	01167933	01168803	01169439
01164457	01165166	01165994	01166778	01167299	01167953	01168804	01169441
01164458	01165167	01165995	01166799	01167301	01167967	01168831	01169456
01164463	01165168	01166001	01166808	01167308	01167968	01168845	01169463
01164466	01165172	01166010	01166811	01167312	01167973	01168853	01169471
01164482	01165282	01166011	01166812	01167317	01167974	01168876	01169490
01164489	01165380	01166027	01166820	01167327	01167983	01168887	01169499
01164490	01165406	01166051	01166824	01167352	01167985	01168893	01169510
01164491	01165475	01166073	01166825	01167353	01167988	01168894	01169511
01164492	01165485	01166074	01166832	01167354	01168016	01168895	01169517
01164524	01165487	01166081	01166839	01167358	01168017	01168907	01169518
01164526	01165525	01166083	01166856	01167372	01168019	01168911	01169519
01164529	01165549	01166104	01166889	01167373	01168020	01168912	01169529
01164530	01165554	01166105	01166909	01167374	01168027	01168916	01169543
01164537	01165577	01166107	01166944	01167376	01168039	01168917	01169544
01164550	01165578	01166110	01166961	01167394	01168042	01168944	01169545
01164561	01165589	01166114	01166962	01167397	01168043	01168948	01169552
01164609	01165590	01166115	01166965	01167399	01168047	01168949	01169581
01164618	01165593	01166117	01166970	01167404	01168081	01168967	01169594
01164626	01165596	01166121	01166978	01167408	01168088	01168978	01169601
01164651	01165635	01166128	01166979	01167418	01168089	01168994	01169612
01164654	01165642	01166146	01166998	01167421	01168094	01169017	01169615
01164686	01165643	01166166	01167004	01167436	01168099	01169025	01169616
01164711	01165656	01166170	01167009	01167437	01168106	01169037	01169619
01164715	01165657	01166171	01167012	01167452	01168113	01169048	01169620
01164725	01165658	01166180	01167026	01167455	01168138	01169060	01169623
01164739	01165659	01166196	01167028	01167458	01168141	01169061	01169626
01164744	01165660	01166197	01167029	01167460	01168148	01169083	01169627
01164764	01165666	01166200	01167030	01167471	01168162	01169090	01169634
01164766	01165681	01166202	01167031	01167476	01168175	01169099	01169654
01164769	01165698	01166232	01167037	01167477	01168181	01169103	01169673
01164793	01165702	01166236	01167050	01167486	01168182	01169119	01169686
01164814	01165709	01166241	01167062	01167489	01168184	01169120	01169701
01164815	01165710	01166268	01167070	01167490	01168188	01169121	01169711
01164827	01165716	01166272	01167071	01167491	01168189	01169130	01169713
01164829	01165747	01166273	01167073	01167506	01168194	01169131	01169714
01164831	01165748	01166274	01167075	01167509	01168233	01169140	01169715
01164853	01165750	01166276	01167077	01167568	01168261	01169143	01169723
01164856	01165753	01166289	01167080	01167570	01168274	01169146	01169732
01164861	01165755	01166295	01167083	01167573	01168318	01169170	01169738
01164868	01165766	01166303	01167084	01167576	01168353	01169173	01169739
01164869	01165772	01166324	01167101	01167577	01168357	01169179	01169740
01164870	01165773	01166330	01167103	01167583	01168404	01169206	01169747
01164871	01165775	01166346	01167114	01167590	01168405	01169228	01169750
01164872	01165777	01166358	01167118	01167606	01168406	01169239	01169766
01164876	01165791	01166393	01167132	01167608	01168442	01169242	01169767
01164908	01165798	01166474	01167139	01167639	01168458	01169246	01169779
01164909	01165822	01166502	01167141	01167650	01168465	01169247	01169796
01164913	01165826	01166527	01167142	01167657	01168487	01169249	01169797
01164925	01165836	01166530	01167149	01167714	01168536	01169257	01169798
01164930	01165837	01166531	01167174	01167730	01168561	01169266	01169800
01164935	01165849	01166532	01167176	01167731	01168565	01169298	01169839
01164936	01165850	01166549	01167198	01167732	01168570	01169314	01169840
01164948	01165857	01166567	01167203	01167734	01168648	01169315	01169841

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01169842	01170864	01171473	01172343	01173119	01173877	01174531	01175340
01169854	01170866	01171474	01172361	01173120	01173878	01174537	01175341
01169860	01170897	01171475	01172362	01173126	01173884	01174569	01175355
01169900	01170903	01171483	01172369	01173133	01173889	01174596	01175369
01170012	01170912	01171514	01172370	01173136	01173890	01174597	01175372
01170050	01170918	01171574	01172371	01173137	01173914	01174601	01175391
01170051	01170929	01171579	01172373	01173150	01173931	01174615	01175392
01170060	01170936	01171580	01172387	01173158	01173944	01174621	01175403
01170100	01170957	01171583	01172398	01173190	01173962	01174626	01175425
01170128	01170961	01171611	01172399	01173209	01173999	01174671	01175434
01170130	01170974	01171675	01172422	01173234	01174003	01174686	01175445
01170146	01170977	01171687	01172425	01173239	01174004	01174687	01175461
01170182	01170979	01171735	01172426	01173285	01174005	01174698	01175469
01170188	01170980	01171745	01172427	01173304	01174006	01174699	01175472
01170190	01170981	01171769	01172428	01173311	01174007	01174700	01175479
01170197	01170987	01171770	01172553	01173312	01174025	01174709	01175481
01170198	01170988	01171794	01172586	01173316	01174026	01174761	01175485
01170199	01170992	01171802	01172595	01173317	01174036	01174772	01175486
01170214	01170993	01171806	01172607	01173318	01174066	01174792	01175500
01170232	01170998	01171824	01172646	01173338	01174073	01174809	01175504
01170240	01171000	01171857	01172653	01173352	01174085	01174819	01175505
01170244	01171001	01171876	01172683	01173359	01174089	01174828	01175507
01170245	01171005	01171877	01172693	01173397	01174092	01174829	01175508
01170263	01171006	01171921	01172725	01173419	01174094	01174839	01175510
01170283	01171007	01171924	01172728	01173447	01174095	01174859	01175512
01170305	01171060	01171925	01172729	01173448	01174103	01174875	01175519
01170308	01171061	01171936	01172741	01173480	01174109	01174889	01175529
01170344	01171074	01171937	01172755	01173481	01174110	01174893	01175542
01170347	01171075	01171939	01172801	01173482	01174116	01174896	01175553
01170373	01171085	01171974	01172810	01173484	01174119	01174961	01175555
01170413	01171097	01172007	01172811	01173494	01174126	01174974	01175572
01170470	01171116	01172009	01172820	01173511	01174128	01174975	01175581
01170488	01171121	01172010	01172848	01173520	01174129	01174977	01175592
01170491	01171122	01172011	01172857	01173524	01174130	01174979	01175593
01170548	01171130	01172014	01172858	01173525	01174141	01174983	01175595
01170558	01171133	01172015	01172871	01173526	01174144	01174986	01175608
01170559	01171165	01172029	01172891	01173540	01174162	01175001	01175614
01170576	01171173	01172039	01172904	01173576	01174177	01175017	01175629
01170577	01171178	01172062	01172914	01173586	01174214	01175065	01175654
01170578	01171184	01172063	01172916	01173592	01174219	01175078	01175655
01170580	01171193	01172077	01172931	01173627	01174224	01175106	01175677
01170581	01171221	01172084	01172932	01173634	01174225	01175107	01175706
01170596	01171230	01172093	01172933	01173637	01174238	01175108	01175709
01170608	01171244	01172094	01172934	01173640	01174261	01175113	01175720
01170610	01171306	01172107	01172941	01173654	01174281	01175116	01175728
01170613	01171311	01172108	01172942	01173678	01174284	01175129	01175740
01170614	01171313	01172113	01172943	01173679	01174289	01175146	01175749
01170617	01171314	01172139	01172951	01173694	01174296	01175165	01175750
01170629	01171320	01172172	01172956	01173704	01174300	01175177	01175753
01170630	01171321	01172183	01172958	01173708	01174319	01175183	01175770
01170664	01171322	01172190	01172959	01173709	01174325	01175186	01175787
01170697	01171326	01172191	01172979	01173769	01174328	01175187	01175790
01170739	01171329	01172199	01172983	01173783	01174342	01175203	01175799
01170741	01171352	01172201	01172985	01173794	01174368	01175219	01175831
01170746	01171368	01172208	01172987	01173829	01174370	01175245	01175838
01170760	01171372	01172224	01173003	01173847	01174457	01175276	01175843
01170767	01171397	01172230	01173004	01173854	01174477	01175285	01175862
01170773	01171413	01172274	01173020	01173863	01174481	01175298	01175863
01170791	01171444	01172301	01173037	01173864	01174498	01175309	01175869
01170826	01171447	01172332	01173061	01173865	01174522	01175319	01175872
01170838	01171457	01172337	01173084	01173866	01174523	01175321	01175874
01170855	01171471	01172342	01173118	01173876	01174530	01175339	01175876

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01175877	01176488	01176999	01177969	01179324	01180189	01180873	01181630
01175878	01176489	01177014	01177970	01179327	01180202	01180921	01181639
01175879	01176490	01177049	01178013	01179418	01180264	01180925	01181643
01175885	01176510	01177057	01178021	01179422	01180266	01180960	01181646
01175886	01176535	01177058	01178086	01179447	01180268	01180961	01181647
01175892	01176536	01177075	01178089	01179453	01180269	01180968	01181648
01175904	01176538	01177077	01178090	01179480	01180285	01180972	01181673
01175919	01176549	01177091	01178097	01179484	01180307	01180978	01181682
01175930	01176554	01177099	01178137	01179489	01180308	01180980	01181686
01175940	01176555	01177109	01178138	01179491	01180330	01180983	01181687
01175941	01176556	01177112	01178139	01179492	01180331	01180987	01181690
01175942	01176566	01177115	01178140	01179523	01180338	01180988	01181704
01175943	01176569	01177119	01178144	01179539	01180342	01181004	01181721
01175946	01176578	01177126	01178147	01179540	01180343	01181026	01181744
01175960	01176592	01177127	01178210	01179542	01180349	01181041	01181745
01175965	01176593	01177142	01178230	01179560	01180375	01181047	01181747
01175966	01176600	01177163	01178275	01179561	01180400	01181048	01181749
01175977	01176601	01177188	01178281	01179562	01180425	01181055	01181751
01175997	01176606	01177189	01178347	01179566	01180426	01181083	01181763
01176014	01176635	01177209	01178359	01179581	01180434	01181090	01181772
01176033	01176637	01177218	01178368	01179583	01180436	01181094	01181790
01176041	01176642	01177221	01178386	01179587	01180437	01181095	01181791
01176059	01176657	01177236	01178392	01179602	01180438	01181134	01181795
01176064	01176658	01177237	01178405	01179650	01180459	01181147	01181796
01176073	01176669	01177243	01178420	01179652	01180474	01181170	01181800
01176074	01176678	01177245	01178421	01179654	01180495	01181176	01181885
01176076	01176679	01177249	01178429	01179655	01180499	01181177	01181897
01176100	01176684	01177250	01178550	01179684	01180536	01181180	01181906
01176114	01176685	01177264	01178569	01179712	01180549	01181182	01181913
01176135	01176686	01177271	01178571	01179716	01180583	01181183	01181937
01176149	01176687	01177276	01178609	01179726	01180597	01181186	01181940
01176170	01176696	01177278	01178611	01179727	01180601	01181197	01181963
01176179	01176697	01177282	01178643	01179728	01180612	01181201	01181973
01176181	01176717	01177305	01178647	01179742	01180618	01181208	01181975
01176185	01176726	01177321	01178648	01179770	01180622	01181280	01181976
01176191	01176727	01177359	01178657	01179787	01180631	01181290	01181982
01176211	01176728	01177367	01178668	01179808	01180634	01181293	01182004
01176212	01176729	01177373	01178678	01179852	01180642	01181295	01182027
01176246	01176731	01177376	01178698	01179854	01180664	01181296	01182047
01176253	01176732	01177401	01178714	01179861	01180668	01181314	01182063
01176262	01176738	01177402	01178734	01179876	01180670	01181330	01182065
01176295	01176740	01177433	01178763	01179881	01180679	01181334	01182066
01176305	01176741	01177440	01178821	01179885	01180687	01181345	01182069
01176308	01176746	01177450	01178887	01179886	01180717	01181359	01182099
01176314	01176747	01177462	01178924	01179897	01180727	01181363	01182104
01176324	01176749	01177466	01178937	01179912	01180729	01181367	01182105
01176337	01176751	01177479	01179040	01179921	01180730	01181375	01182110
01176357	01176752	01177492	01179041	01179930	01180731	01181380	01182133
01176379	01176754	01177493	01179051	01179933	01180732	01181408	01182147
01176399	01176756	01177529	01179053	01179952	01180743	01181420	01182149
01176405	01176780	01177572	01179075	01179970	01180751	01181444	01182155
01176407	01176782	01177577	01179078	01179989	01180758	01181447	01182157
01176408	01176783	01177619	01179122	01180002	01180763	01181484	01182172
01176415	01176792	01177690	01179138	01180011	01180776	01181493	01182174
01176435	01176816	01177745	01179193	01180049	01180780	01181502	01182180
01176441	01176848	01177786	01179198	01180083	01180794	01181526	01182188
01176450	01176869	01177799	01179209	01180084	01180797	01181532	01182193
01176451	01176870	01177827	01179225	01180123	01180805	01181535	01182198
01176452	01176887	01177882	01179230	01180129	01180833	01181559	01182209
01176479	01176889	01177887	01179233	01180171	01180834	01181563	01182243
01176486	01176952	01177913	01179257	01180180	01180862	01181617	01182254
01176487	01176970	01177914	01179289	01180181	01180872	01181618	01182264

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01182294	01183201	01183981	01184655	01185360	01185916	01186527	01187158
01182297	01183203	01184001	01184656	01185370	01185929	01186531	01187176
01182398	01183210	01184002	01184662	01185373	01185930	01186538	01187189
01182407	01183252	01184022	01184671	01185400	01185935	01186554	01187193
01182420	01183262	01184057	01184693	01185408	01185946	01186585	01187205
01182421	01183268	01184062	01184694	01185414	01185957	01186601	01187237
01182422	01183295	01184067	01184707	01185421	01185975	01186602	01187240
01182493	01183312	01184072	01184709	01185425	01185977	01186608	01187245
01182506	01183329	01184073	01184746	01185430	01185985	01186621	01187246
01182518	01183339	01184074	01184747	01185433	01186017	01186636	01187273
01182539	01183359	01184076	01184778	01185443	01186038	01186649	01187274
01182541	01183364	01184077	01184790	01185444	01186055	01186650	01187289
01182542	01183365	01184080	01184798	01185449	01186057	01186651	01187290
01182544	01183373	01184100	01184819	01185450	01186072	01186652	01187302
01182545	01183393	01184124	01184820	01185453	01186075	01186654	01187305
01182556	01183407	01184126	01184821	01185454	01186090	01186683	01187318
01182557	01183412	01184133	01184823	01185457	01186115	01186696	01187319
01182560	01183418	01184146	01184829	01185472	01186120	01186707	01187322
01182582	01183435	01184152	01184848	01185477	01186128	01186715	01187332
01182594	01183459	01184183	01184891	01185492	01186130	01186721	01187362
01182602	01183461	01184207	01184938	01185503	01186131	01186722	01187364
01182608	01183464	01184208	01184942	01185522	01186138	01186723	01187381
01182609	01183476	01184228	01184954	01185538	01186155	01186764	01187392
01182686	01183526	01184229	01184956	01185543	01186156	01186767	01187398
01182687	01183527	01184230	01184964	01185557	01186202	01186768	01187401
01182703	01183528	01184233	01184974	01185566	01186218	01186785	01187402
01182707	01183531	01184248	01184986	01185570	01186220	01186788	01187407
01182712	01183568	01184249	01184988	01185578	01186225	01186802	01187408
01182719	01183571	01184253	01185001	01185597	01186226	01186807	01187419
01182795	01183584	01184257	01185050	01185628	01186232	01186811	01187440
01182819	01183593	01184269	01185051	01185629	01186233	01186816	01187452
01182830	01183606	01184270	01185089	01185634	01186248	01186820	01187454
01182840	01183611	01184271	01185100	01185635	01186257	01186829	01187460
01182861	01183615	01184273	01185109	01185645	01186266	01186848	01187465
01182864	01183623	01184287	01185121	01185648	01186270	01186849	01187549
01182867	01183630	01184309	01185125	01185681	01186275	01186851	01187551
01182876	01183634	01184321	01185127	01185682	01186289	01186860	01187563
01182895	01183644	01184333	01185151	01185687	01186296	01186898	01187576
01182899	01183660	01184346	01185157	01185691	01186323	01186925	01187578
01182922	01183675	01184347	01185189	01185693	01186324	01186927	01187586
01182945	01183676	01184357	01185195	01185723	01186329	01186929	01187600
01182949	01183687	01184404	01185206	01185725	01186332	01186930	01187602
01182953	01183703	01184414	01185215	01185736	01186356	01186931	01187603
01182964	01183765	01184434	01185219	01185738	01186360	01186938	01187612
01182979	01183766	01184446	01185232	01185758	01186361	01186959	01187646
01183018	01183775	01184447	01185233	01185759	01186362	01186962	01187656
01183047	01183782	01184470	01185254	01185773	01186386	01186963	01187676
01183056	01183787	01184472	01185255	01185788	01186391	01186966	01187694
01183057	01183788	01184484	01185273	01185789	01186396	01186967	01187710
01183073	01183789	01184490	01185275	01185791	01186404	01186968	01187711
01183077	01183801	01184491	01185280	01185799	01186405	01186969	01187712
01183097	01183817	01184504	01185281	01185805	01186412	01187010	01187713
01183102	01183841	01184554	01185287	01185819	01186426	01187011	01187714
01183105	01183851	01184573	01185292	01185834	01186435	01187026	01187721
01183110	01183857	01184577	01185295	01185847	01186436	01187028	01187728
01183111	01183879	01184580	01185296	01185848	01186437	01187029	01187733
01183114	01183881	01184587	01185297	01185853	01186453	01187030	01187738
01183126	01183930	01184610	01185298	01185855	01186454	01187055	01187748
01183131	01183945	01184627	01185323	01185895	01186465	01187131	01187749
01183132	01183969	01184628	01185333	01185896	01186470	01187141	01187762
01183140	01183970	01184638	01185336	01185911	01186477	01187156	01187765
01183145	01183977	01184640	01185350	01185915	01186512	01187157	01187766

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01187769	01188378	01189082	01189759	01190565	01191592	01192620	01193538
01187771	01188385	01189105	01189794	01190568	01191593	01192634	01193550
01187784	01188390	01189107	01189832	01190577	01191595	01192651	01193551
01187788	01188392	01189132	01189877	01190625	01191622	01192664	01193552
01187825	01188426	01189133	01189881	01190641	01191650	01192665	01193553
01187844	01188444	01189134	01189887	01190655	01191659	01192666	01193557
01187845	01188483	01189145	01189891	01190662	01191660	01192695	01193578
01187851	01188502	01189187	01189903	01190681	01191663	01192725	01193607
01187852	01188510	01189194	01189921	01190685	01191681	01192726	01193655
01187858	01188516	01189205	01189926	01190729	01191707	01192739	01193663
01187864	01188519	01189252	01189940	01190732	01191708	01192741	01193680
01187865	01188522	01189261	01189942	01190765	01191761	01192743	01193695
01187868	01188539	01189265	01189943	01190770	01191765	01192744	01193735
01187878	01188551	01189276	01189974	01190771	01191802	01192766	01193736
01187904	01188552	01189284	01189975	01190814	01191863	01192772	01193753
01187915	01188553	01189286	01189978	01190828	01191903	01192799	01193754
01187918	01188554	01189301	01189987	01190973	01191920	01192827	01193755
01187923	01188563	01189334	01189993	01191049	01191923	01192863	01193758
01187929	01188602	01189336	01190007	01191060	01192017	01192864	01193767
01187943	01188630	01189354	01190020	01191072	01192030	01192869	01193768
01187946	01188690	01189355	01190028	01191073	01192046	01192893	01193814
01187947	01188693	01189371	01190029	01191115	01192079	01192897	01193829
01187961	01188698	01189390	01190033	01191117	01192080	01192898	01193831
01187962	01188708	01189391	01190034	01191118	01192081	01192907	01193856
01187964	01188726	01189392	01190039	01191120	01192083	01192919	01193874
01187965	01188733	01189399	01190040	01191139	01192090	01192926	01193876
01187977	01188735	01189401	01190041	01191142	01192114	01192932	01193889
01187978	01188744	01189419	01190058	01191152	01192120	01192936	01193907
01187981	01188745	01189460	01190061	01191155	01192135	01192946	01193925
01187988	01188747	01189468	01190064	01191157	01192136	01192947	01193928
01187991	01188756	01189471	01190080	01191175	01192146	01192952	01193943
01187992	01188759	01189481	01190092	01191178	01192167	01192954	01193948
01188028	01188765	01189483	01190136	01191185	01192184	01192987	01193949
01188031	01188775	01189484	01190140	01191189	01192195	01193043	01193952
01188046	01188784	01189485	01190141	01191219	01192196	01193047	01193954
01188051	01188799	01189494	01190149	01191244	01192203	01193048	01193955
01188069	01188828	01189521	01190156	01191268	01192258	01193079	01193970
01188071	01188835	01189529	01190177	01191283	01192335	01193131	01193974
01188086	01188852	01189534	01190204	01191301	01192341	01193134	01193975
01188087	01188853	01189535	01190205	01191302	01192342	01193142	01194022
01188111	01188854	01189546	01190226	01191308	01192362	01193146	01194030
01188118	01188864	01189555	01190247	01191371	01192369	01193176	01194039
01188156	01188870	01189561	01190254	01191373	01192373	01193212	01194067
01188159	01188871	01189579	01190255	01191374	01192374	01193214	01194076
01188167	01188895	01189583	01190272	01191375	01192377	01193236	01194077
01188190	01188903	01189586	01190292	01191382	01192378	01193238	01194121
01188195	01188919	01189587	01190320	01191396	01192395	01193245	01194127
01188201	01188928	01189588	01190379	01191401	01192428	01193270	01194190
01188218	01188964	01189612	01190380	01191420	01192429	01193289	01194224
01188219	01188966	01189630	01190392	01191435	01192440	01193308	01194225
01188223	01188970	01189671	01190406	01191441	01192441	01193332	01194250
01188243	01189019	01189672	01190419	01191455	01192455	01193335	01194272
01188259	01189020	01189675	01190420	01191495	01192456	01193342	01194307
01188261	01189026	01189676	01190430	01191496	01192483	01193352	01194319
01188266	01189035	01189721	01190437	01191506	01192496	01193365	01194327
01188270	01189051	01189727	01190438	01191512	01192521	01193421	01194360
01188272	01189052	01189731	01190439	01191531	01192550	01193422	01194361
01188301	01189056	01189742	01190446	01191532	01192553	01193430	01194368
01188327	01189057	01189743	01190477	01191542	01192574	01193453	01194369
01188328	01189058	01189745	01190515	01191553	01192586	01193455	01194399
01188362	01189064	01189750	01190527	01191560	01192593	01193462	01194401
01188363	01189077	01189758	01190564	01191591	01192610	01193481	01194466

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01194524	01195207	01195722	01196341	01196998	01197616	01198223	01198889
01194533	01195218	01195739	01196342	01197023	01197617	01198231	01198921
01194549	01195231	01195760	01196348	01197057	01197629	01198237	01198943
01194550	01195251	01195769	01196355	01197058	01197635	01198239	01198981
01194557	01195252	01195772	01196356	01197059	01197636	01198248	01199038
01194606	01195257	01195776	01196358	01197071	01197638	01198254	01199041
01194607	01195258	01195818	01196363	01197072	01197642	01198255	01199046
01194609	01195265	01195851	01196383	01197073	01197690	01198256	01199047
01194624	01195282	01195866	01196384	01197091	01197723	01198272	01199048
01194679	01195285	01195867	01196437	01197092	01197733	01198284	01199057
01194680	01195295	01195868	01196439	01197093	01197745	01198322	01199068
01194682	01195296	01195869	01196445	01197096	01197756	01198323	01199073
01194685	01195297	01195870	01196482	01197097	01197770	01198330	01199081
01194686	01195298	01195871	01196489	01197098	01197779	01198332	01199083
01194687	01195301	01195872	01196496	01197099	01197784	01198335	01199084
01194716	01195321	01195914	01196499	01197116	01197787	01198348	01199093
01194733	01195338	01195924	01196500	01197120	01197805	01198349	01199108
01194745	01195341	01195925	01196538	01197127	01197808	01198356	01199125
01194752	01195361	01195934	01196548	01197136	01197828	01198357	01199132
01194760	01195362	01195935	01196549	01197137	01197872	01198358	01199157
01194766	01195363	01195944	01196550	01197138	01197882	01198359	01199171
01194768	01195379	01195945	01196584	01197139	01197893	01198380	01199176
01194769	01195395	01195947	01196608	01197170	01197896	01198386	01199186
01194773	01195411	01195954	01196613	01197189	01197899	01198387	01199187
01194796	01195418	01195974	01196625	01197191	01197904	01198396	01199217
01194799	01195427	01195975	01196636	01197194	01197909	01198431	01199223
01194800	01195441	01195996	01196662	01197195	01197910	01198438	01199224
01194806	01195443	01195998	01196664	01197207	01197913	01198457	01199237
01194813	01195446	01196026	01196683	01197217	01197931	01198526	01199240
01194823	01195463	01196029	01196693	01197220	01197944	01198527	01199245
01194826	01195466	01196039	01196706	01197235	01197948	01198528	01199258
01194830	01195469	01196048	01196716	01197251	01197962	01198538	01199275
01194838	01195488	01196054	01196729	01197278	01197969	01198555	01199280
01194847	01195491	01196060	01196740	01197340	01197973	01198559	01199296
01194890	01195493	01196062	01196748	01197341	01198006	01198568	01199298
01194904	01195494	01196069	01196749	01197342	01198007	01198581	01199312
01194965	01195495	01196075	01196758	01197345	01198009	01198584	01199334
01194966	01195496	01196077	01196759	01197347	01198015	01198605	01199339
01194974	01195507	01196078	01196774	01197362	01198019	01198619	01199341
01194997	01195512	01196104	01196775	01197369	01198020	01198641	01199348
01195000	01195535	01196105	01196778	01197395	01198035	01198654	01199350
01195017	01195554	01196106	01196792	01197399	01198076	01198655	01199351
01195018	01195560	01196108	01196814	01197402	01198083	01198678	01199353
01195025	01195564	01196125	01196817	01197415	01198100	01198694	01199363
01195026	01195565	01196159	01196824	01197430	01198104	01198696	01199370
01195036	01195581	01196174	01196826	01197446	01198105	01198697	01199374
01195037	01195599	01196203	01196827	01197447	01198110	01198721	01199376
01195075	01195600	01196204	01196829	01197448	01198111	01198752	01199377
01195078	01195623	01196212	01196840	01197456	01198112	01198766	01199378
01195090	01195627	01196239	01196852	01197460	01198132	01198791	01199410
01195092	01195630	01196251	01196858	01197461	01198145	01198807	01199420
01195104	01195644	01196253	01196861	01197507	01198146	01198809	01199435
01195109	01195655	01196268	01196883	01197509	01198148	01198813	01199455
01195111	01195661	01196271	01196887	01197520	01198163	01198816	01199459
01195130	01195662	01196274	01196892	01197521	01198164	01198841	01199460
01195131	01195663	01196275	01196895	01197522	01198176	01198844	01199480
01195141	01195665	01196276	01196899	01197523	01198178	01198852	01199487
01195142	01195688	01196285	01196911	01197530	01198190	01198855	01199496
01195143	01195696	01196287	01196923	01197531	01198194	01198862	01199507
01195169	01195702	01196316	01196942	01197565	01198199	01198868	01199508
01195173	01195717	01196325	01196961	01197576	01198211	01198871	01199530
01195199	01195718	01196326	01196962	01197593	01198222	01198886	01199536

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01199547	02000079	02000836	02001491	02002033	02002867	02003581	02004120
01199548	02000094	02000853	02001509	02002063	02002868	02003591	02004121
01199578	02000125	02000863	02001519	02002092	02002883	02003611	02004128
01199580	02000135	02000879	02001535	02002099	02002885	02003628	02004129
01199584	02000137	02000881	02001538	02002104	02002919	02003645	02004135
01199587	02000167	02000909	02001547	02002105	02002930	02003651	02004157
01199593	02000175	02000910	02001548	02002107	02002931	02003652	02004168
01199610	02000177	02000914	02001550	02002108	02002932	02003653	02004179
01199643	02000180	02000915	02001551	02002120	02002943	02003654	02004181
01199649	02000187	02000916	02001553	02002121	02002968	02003663	02004183
01199681	02000196	02000917	02001571	02002138	02003001	02003668	02004191
01199682	02000199	02000918	02001573	02002185	02003005	02003669	02004192
01199684	02000215	02000946	02001574	02002186	02003006	02003696	02004193
01199692	02000222	02000950	02001575	02002192	02003051	02003715	02004204
01199702	02000239	02000951	02001576	02002202	02003055	02003716	02004205
01199703	02000253	02000952	02001580	02002205	02003095	02003722	02004206
01199704	02000266	02000986	02001600	02002231	02003102	02003723	02004214
01199705	02000267	02000987	02001601	02002236	02003113	02003724	02004247
01199709	02000268	02001031	02001613	02002237	02003125	02003725	02004248
01199734	02000269	02001032	02001616	02002256	02003145	02003730	02004255
01199735	02000270	02001047	02001634	02002257	02003156	02003732	02004256
01199748	02000275	02001048	02001636	02002294	02003157	02003771	02004261
01199749	02000277	02001070	02001645	02002297	02003168	02003774	02004267
01199750	02000278	02001071	02001646	02002301	02003204	02003781	02004273
01199751	02000322	02001087	02001648	02002308	02003216	02003798	02004278
01199754	02000362	02001093	02001649	02002327	02003217	02003812	02004288
01199762	02000373	02001107	02001671	02002329	02003235	02003813	02004303
01199764	02000423	02001115	02001674	02002346	02003243	02003814	02004304
01199782	02000428	02001116	02001679	02002349	02003244	02003823	02004307
01199795	02000430	02001133	02001680	02002355	02003254	02003833	02004308
01199797	02000451	02001140	02001712	02002400	02003255	02003839	02004309
01199802	02000453	02001151	02001719	02002444	02003256	02003840	02004312
01199819	02000460	02001176	02001763	02002445	02003260	02003849	02004315
01199833	02000464	02001177	02001769	02002457	02003283	02003850	02004316
01199865	02000501	02001191	02001786	02002461	02003291	02003871	02004317
01199866	02000540	02001199	02001787	02002472	02003298	02003872	02004318
01199867	02000543	02001205	02001794	02002487	02003342	02003875	02004325
01199870	02000545	02001206	02001796	02002501	02003345	02003879	02004327
01199882	02000567	02001227	02001797	02002514	02003355	02003902	02004352
01199883	02000571	02001234	02001813	02002522	02003375	02003910	02004353
01199895	02000587	02001235	02001822	02002528	02003388	02003911	02004378
01199910	02000588	02001236	02001865	02002537	02003390	02003914	02004382
01199913	02000599	02001240	02001876	02002544	02003392	02003980	02004398
01199914	02000608	02001251	02001884	02002568	02003393	02003985	02004419
01199920	02000633	02001252	02001885	02002600	02003403	02003986	02004421
01199921	02000635	02001257	02001919	02002619	02003426	02004007	02004422
01199935	02000658	02001282	02001920	02002643	02003427	02004013	02004424
01199952	02000662	02001291	02001927	02002663	02003476	02004014	02004427
01199953	02000693	02001331	02001934	02002664	02003477	02004034	02004436
01199960	02000703	02001362	02001936	02002674	02003499	02004035	02004440
01199961	02000707	02001373	02001944	02002679	02003516	02004041	02004454
01199979	02000713	02001378	02001945	02002680	02003519	02004051	02004457
01243400	02000731	02001379	02001948	02002703	02003536	02004052	02004469
02000000	02000780	02001383	02001949	02002710	02003545	02004063	02004471
02000009	02000788	02001384	02001950	02002724	02003552	02004068	02004492
02000010	02000802	02001391	02001964	02002736	02003559	02004069	02004515
02000014	02000804	02001400	02001990	02002746	02003566	02004070	02004520
02000035	02000809	02001404	02001991	02002765	02003567	02004077	02004522
02000040	02000816	02001436	02001992	02002794	02003574	02004078	02004523
02000061	02000817	02001484	02001993	02002809	02003576	02004092	02004533
02000065	02000819	02001485	02002017	02002810	02003578	02004096	02004548
02000073	02000830	02001487	02002018	02002818	02003580	02004105	02004570

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02004579	02005131	02005547	02006154	02006787	02007633	02008336	02008931
02004597	02005132	02005552	02006156	02006793	02007634	02008343	02008932
02004598	02005137	02005557	02006181	02006794	02007635	02008344	02008939
02004600	02005139	02005562	02006182	02006797	02007637	02008345	02008940
02004615	02005148	02005564	02006184	02006800	02007638	02008352	02008948
02004616	02005159	02005592	02006188	02006802	02007652	02008365	02008949
02004623	02005162	02005594	02006191	02006834	02007659	02008378	02008958
02004636	02005163	02005595	02006202	02006840	02007678	02008386	02008985
02004637	02005168	02005596	02006243	02006841	02007680	02008387	02008989
02004641	02005181	02005606	02006265	02006842	02007684	02008388	02009000
02004649	02005190	02005607	02006266	02006860	02007685	02008389	02009031
02004652	02005199	02005609	02006267	02006882	02007696	02008400	02009032
02004656	02005201	02005631	02006278	02006883	02007728	02008412	02009033
02004661	02005209	02005648	02006291	02006884	02007746	02008413	02009034
02004675	02005210	02005649	02006326	02006888	02007748	02008423	02009051
02004676	02005212	02005661	02006336	02006905	02007770	02008424	02009056
02004684	02005213	02005666	02006353	02007001	02007782	02008438	02009057
02004700	02005229	02005686	02006355	02007005	02007821	02008439	02009076
02004702	02005232	02005699	02006363	02007021	02007822	02008455	02009080
02004704	02005264	02005708	02006367	02007022	02007837	02008462	02009119
02004721	02005266	02005709	02006385	02007058	02007863	02008468	02009122
02004735	02005279	02005732	02006419	02007070	02007864	02008471	02009145
02004736	02005280	02005739	02006457	02007071	02007869	02008480	02009153
02004750	02005290	02005747	02006463	02007075	02007885	02008481	02009154
02004752	02005293	02005759	02006478	02007076	02007915	02008482	02009159
02004762	02005299	02005760	02006490	02007090	02007918	02008483	02009160
02004763	02005300	02005761	02006498	02007107	02007929	02008492	02009167
02004808	02005314	02005764	02006501	02007113	02007931	02008493	02009171
02004831	02005318	02005765	02006502	02007131	02007952	02008510	02009181
02004832	02005326	02005772	02006503	02007133	02007971	02008519	02009206
02004834	02005327	02005774	02006551	02007205	02007977	02008531	02009227
02004839	02005339	02005787	02006567	02007222	02007982	02008532	02009228
02004841	02005340	02005806	02006579	02007226	02007983	02008595	02009253
02004849	02005341	02005807	02006580	02007262	02007985	02008604	02009263
02004858	02005346	02005823	02006584	02007266	02007987	02008606	02009264
02004883	02005349	02005864	02006593	02007300	02007995	02008614	02009294
02004903	02005353	02005866	02006607	02007315	02008013	02008677	02009296
02004918	02005365	02005888	02006633	02007342	02008029	02008697	02009302
02004920	02005369	02005892	02006635	02007343	02008040	02008701	02009310
02004927	02005370	02005919	02006644	02007351	02008048	02008714	02009332
02004930	02005372	02005930	02006674	02007371	02008071	02008720	02009338
02004942	02005374	02005933	02006683	02007375	02008075	02008726	02009339
02004943	02005377	02005936	02006686	02007377	02008092	02008730	02009353
02004950	02005393	02005946	02006690	02007394	02008096	02008746	02009354
02004955	02005407	02005962	02006692	02007399	02008112	02008764	02009360
02004967	02005410	02005992	02006693	02007406	02008116	02008768	02009365
02004969	02005440	02005993	02006717	02007409	02008118	02008769	02009375
02004984	02005444	02005998	02006718	02007438	02008127	02008770	02009383
02004985	02005460	02006004	02006726	02007454	02008153	02008771	02009410
02004994	02005461	02006013	02006727	02007459	02008154	02008790	02009411
02004995	02005466	02006026	02006744	02007460	02008156	02008791	02009424
02004998	02005476	02006027	02006746	02007464	02008175	02008792	02009426
02005023	02005483	02006034	02006748	02007466	02008179	02008794	02009429
02005033	02005484	02006037	02006749	02007488	02008184	02008837	02009455
02005034	02005499	02006041	02006754	02007507	02008209	02008854	02009470
02005057	02005501	02006062	02006760	02007542	02008222	02008855	02009473
02005083	02005502	02006087	02006763	02007543	02008242	02008878	02009474
02005091	02005516	02006097	02006773	02007546	02008280	02008885	02009479
02005102	02005528	02006110	02006776	02007565	02008291	02008893	02009481
02005108	02005538	02006113	02006777	02007612	02008295	02008896	02009487
02005110	02005540	02006118	02006779	02007613	02008296	02008898	02009489
02005116	02005542	02006139	02006781	02007620	02008335	02008899	02009504

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02009511	02010357	02011191	02011696	02012529	02013272	02013867	02014380
02009513	02010362	02011192	02011713	02012543	02013273	02013868	02014408
02009518	02010368	02011197	02011728	02012553	02013309	02013870	02014409
02009520	02010389	02011198	02011763	02012567	02013352	02013874	02014410
02009535	02010390	02011199	02011772	02012607	02013353	02013875	02014412
02009552	02010391	02011200	02011818	02012608	02013370	02013879	02014413
02009568	02010394	02011205	02011821	02012609	02013382	02013880	02014420
02009574	02010418	02011215	02011834	02012627	02013383	02013912	02014422
02009577	02010433	02011225	02011846	02012630	02013384	02013915	02014423
02009581	02010438	02011226	02011851	02012660	02013439	02013919	02014425
02009582	02010466	02011237	02011862	02012665	02013454	02013920	02014426
02009591	02010488	02011238	02011919	02012735	02013465	02013921	02014442
02009610	02010544	02011249	02011987	02012736	02013472	02013928	02014450
02009623	02010574	02011259	02011991	02012769	02013475	02013930	02014457
02009629	02010668	02011278	02012005	02012780	02013476	02013931	02014461
02009636	02010673	02011279	02012011	02012793	02013477	02013949	02014466
02009649	02010676	02011310	02012037	02012804	02013486	02013950	02014468
02009661	02010677	02011311	02012038	02012810	02013530	02013960	02014479
02009678	02010710	02011319	02012042	02012819	02013553	02013962	02014480
02009683	02010716	02011322	02012055	02012831	02013561	02013965	02014481
02009685	02010718	02011341	02012117	02012834	02013562	02013969	02014494
02009690	02010719	02011344	02012126	02012837	02013589	02013982	02014497
02009696	02010720	02011350	02012127	02012838	02013590	02013985	02014504
02009707	02010738	02011354	02012128	02012899	02013600	02014014	02014512
02009718	02010739	02011357	02012141	02012902	02013635	02014027	02014514
02009724	02010744	02011358	02012142	02012904	02013657	02014028	02014515
02009748	02010748	02011361	02012143	02012920	02013677	02014047	02014530
02009761	02010765	02011362	02012144	02012921	02013684	02014052	02014540
02009822	02010772	02011377	02012161	02012925	02013692	02014053	02014543
02009823	02010790	02011378	02012179	02012933	02013693	02014059	02014556
02009836	02010791	02011428	02012183	02012946	02013694	02014065	02014557
02009837	02010792	02011461	02012233	02012948	02013695	02014066	02014558
02009874	02010812	02011470	02012246	02012968	02013696	02014073	02014559
02009904	02010816	02011472	02012267	02012975	02013697	02014080	02014571
02009910	02010817	02011488	02012268	02012976	02013701	02014098	02014583
02009920	02010823	02011496	02012269	02012977	02013706	02014118	02014585
02009927	02010824	02011501	02012276	02012982	02013713	02014119	02014587
02009938	02010842	02011504	02012286	02012990	02013725	02014143	02014589
02009942	02010853	02011513	02012287	02013002	02013731	02014149	02014599
02009943	02010856	02011518	02012288	02013042	02013732	02014151	02014608
02009946	02010857	02011531	02012301	02013045	02013745	02014158	02014626
02009963	02010864	02011538	02012344	02013048	02013749	02014159	02014629
02009967	02010865	02011543	02012352	02013056	02013763	02014167	02014634
02009974	02010903	02011546	02012353	02013058	02013769	02014217	02014644
02010003	02010907	02011547	02012354	02013074	02013783	02014222	02014663
02010012	02010980	02011548	02012355	02013078	02013784	02014224	02014676
02010018	02010991	02011556	02012388	02013093	02013785	02014240	02014679
02010025	02011010	02011563	02012407	02013097	02013791	02014250	02014680
02010137	02011034	02011564	02012409	02013114	02013793	02014264	02014688
02010146	02011044	02011574	02012413	02013116	02013800	02014270	02014689
02010164	02011057	02011575	02012421	02013155	02013804	02014271	02014690
02010165	02011058	02011576	02012428	02013160	02013805	02014295	02014695
02010207	02011075	02011580	02012438	02013161	02013806	02014296	02014697
02010208	02011087	02011586	02012459	02013162	02013813	02014297	02014698
02010250	02011089	02011588	02012460	02013187	02013814	02014310	02014700
02010260	02011091	02011590	02012463	02013206	02013826	02014311	02014701
02010268	02011100	02011593	02012464	02013210	02013829	02014338	02014702
02010269	02011102	02011610	02012503	02013214	02013833	02014341	02014703
02010270	02011153	02011625	02012504	02013215	02013834	02014351	02014707
02010314	02011159	02011626	02012505	02013237	02013836	02014352	02014709
02010346	02011177	02011630	02012512	02013255	02013838	02014353	02014710
02010350	02011182	02011675	02012525	02013270	02013856	02014378	02014728

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02014729	02015250	02015989	02016647	02017366	02017754	02018317	02018740
02014733	02015260	02016000	02016655	02017375	02017755	02018326	02018753
02014747	02015261	02016017	02016671	02017376	02017756	02018333	02018764
02014750	02015272	02016032	02016679	02017377	02017760	02018334	02018769
02014787	02015281	02016047	02016680	02017419	02017764	02018341	02018772
02014805	02015294	02016048	02016681	02017420	02017771	02018347	02018773
02014807	02015306	02016049	02016695	02017433	02017803	02018348	02018780
02014814	02015342	02016074	02016706	02017439	02017810	02018354	02018784
02014815	02015345	02016083	02016733	02017447	02017820	02018355	02018796
02014816	02015376	02016095	02016734	02017448	02017823	02018362	02018824
02014831	02015377	02016096	02016748	02017462	02017876	02018373	02018825
02014832	02015387	02016098	02016749	02017468	02017877	02018376	02018829
02014834	02015388	02016114	02016756	02017470	02017900	02018381	02018831
02014835	02015402	02016115	02016776	02017473	02017901	02018382	02018847
02014836	02015420	02016121	02016794	02017480	02017902	02018397	02018854
02014837	02015421	02016136	02016800	02017491	02017903	02018406	02018865
02014838	02015426	02016168	02016801	02017495	02017933	02018418	02018880
02014845	02015548	02016169	02016807	02017506	02017951	02018430	02018898
02014850	02015555	02016178	02016810	02017516	02017963	02018446	02018899
02014869	02015556	02016191	02016813	02017517	02017971	02018463	02018926
02014877	02015560	02016199	02016817	02017518	02017979	02018464	02018931
02014879	02015565	02016200	02016821	02017520	02018003	02018466	02018938
02014883	02015566	02016225	02016822	02017539	02018007	02018468	02018940
02014888	02015572	02016228	02016823	02017543	02018012	02018474	02018953
02014900	02015589	02016251	02016826	02017544	02018071	02018478	02018961
02014938	02015599	02016252	02016830	02017546	02018079	02018497	02018972
02014952	02015606	02016271	02016847	02017551	02018081	02018498	02018988
02014958	02015633	02016276	02016848	02017553	02018082	02018501	02018990
02014959	02015634	02016325	02016861	02017566	02018097	02018525	02019007
02014990	02015642	02016326	02016942	02017567	02018099	02018532	02019016
02014996	02015648	02016345	02016948	02017568	02018108	02018550	02019026
02014997	02015653	02016350	02016963	02017569	02018112	02018552	02019042
02015005	02015670	02016360	02016994	02017572	02018114	02018553	02019047
02015006	02015676	02016361	02016998	02017580	02018115	02018567	02019072
02015007	02015682	02016362	02017003	02017581	02018158	02018568	02019074
02015008	02015684	02016378	02017005	02017613	02018193	02018569	02019098
02015012	02015687	02016411	02017022	02017614	02018205	02018613	02019103
02015036	02015688	02016413	02017038	02017616	02018207	02018622	02019104
02015054	02015741	02016427	02017041	02017633	02018212	02018631	02019106
02015078	02015768	02016428	02017042	02017635	02018213	02018635	02019117
02015081	02015769	02016432	02017043	02017636	02018220	02018642	02019141
02015084	02015770	02016455	02017098	02017637	02018224	02018645	02019145
02015086	02015775	02016471	02017099	02017638	02018225	02018647	02019206
02015093	02015777	02016484	02017122	02017641	02018229	02018648	02019207
02015094	02015794	02016485	02017123	02017643	02018245	02018649	02019210
02015095	02015833	02016502	02017124	02017644	02018246	02018652	02019212
02015099	02015841	02016506	02017125	02017657	02018269	02018655	02019217
02015106	02015847	02016507	02017152	02017671	02018277	02018667	02019228
02015107	02015879	02016516	02017154	02017674	02018280	02018669	02019234
02015119	02015880	02016535	02017165	02017680	02018283	02018678	02019251
02015124	02015883	02016550	02017169	02017681	02018285	02018683	02019254
02015125	02015914	02016588	02017182	02017683	02018289	02018696	02019255
02015126	02015915	02016608	02017196	02017693	02018290	02018701	02019256
02015127	02015917	02016619	02017200	02017695	02018296	02018709	02019267
02015142	02015924	02016623	02017218	02017700	02018297	02018718	02019284
02015145	02015936	02016624	02017219	02017707	02018298	02018719	02019285
02015153	02015939	02016628	02017223	02017742	02018302	02018720	02019328
02015189	02015943	02016629	02017247	02017743	02018306	02018721	02019335
02015193	02015952	02016632	02017299	02017744	02018307	02018722	02019376
02015204	02015964	02016633	02017315	02017751	02018308	02018726	02019380
02015238	02015969	02016636	02017334	02017752	02018309	02018727	02019389
02015249	02015977	02016637	02017351	02017753	02018315	02018731	02019390

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02019404	02019885	02020269	02020682	02021142	02021782	02022511	02023105
02019413	02019891	02020295	02020683	02021146	02021794	02022534	02023106
02019415	02019896	02020305	02020694	02021148	02021795	02022570	02023119
02019418	02019897	02020306	02020697	02021164	02021800	02022585	02023125
02019427	02019905	02020315	02020705	02021194	02021804	02022589	02023174
02019428	02019912	02020320	02020724	02021201	02021816	02022590	02023192
02019434	02019915	02020322	02020725	02021212	02021830	02022600	02023195
02019447	02019916	02020323	02020726	02021217	02021835	02022601	02023197
02019449	02019927	02020324	02020737	02021223	02021841	02022609	02023200
02019450	02019928	02020329	02020744	02021228	02021845	02022610	02023201
02019459	02019939	02020347	02020747	02021229	02021850	02022611	02023225
02019460	02019942	02020352	02020751	02021230	02021857	02022620	02023227
02019462	02019943	02020357	02020752	02021260	02021858	02022657	02023243
02019481	02019947	02020358	02020753	02021267	02021859	02022681	02023244
02019498	02019950	02020365	02020754	02021279	02021866	02022682	02023245
02019529	02019956	02020369	02020764	02021309	02021867	02022683	02023257
02019532	02019964	02020382	02020767	02021318	02021900	02022688	02023264
02019539	02019965	02020400	02020768	02021320	02021906	02022697	02023265
02019544	02019967	02020401	02020769	02021342	02021907	02022707	02023270
02019545	02019978	02020402	02020772	02021365	02021911	02022710	02023274
02019556	02020000	02020406	02020776	02021376	02021918	02022711	02023275
02019557	02020007	02020410	02020778	02021399	02021927	02022713	02023277
02019560	02020008	02020450	02020779	02021420	02021930	02022715	02023282
02019570	02020017	02020461	02020786	02021423	02021941	02022739	02023289
02019571	02020021	02020488	02020805	02021425	02022011	02022742	02023301
02019573	02020024	02020493	02020806	02021435	02022013	02022755	02023309
02019576	02020036	02020499	02020809	02021462	02022014	02022786	02023312
02019578	02020049	02020508	02020851	02021472	02022035	02022798	02023324
02019589	02020054	02020534	02020866	02021478	02022036	02022803	02023345
02019596	02020063	02020535	02020871	02021482	02022055	02022815	02023346
02019612	02020064	02020544	02020876	02021483	02022056	02022818	02023360
02019621	02020074	02020584	02020880	02021485	02022090	02022819	02023361
02019622	02020075	02020585	02020881	02021486	02022094	02022825	02023362
02019637	02020089	02020588	02020885	02021487	02022100	02022828	02023384
02019640	02020103	02020589	02020906	02021488	02022148	02022847	02023402
02019646	02020104	02020591	02020908	02021498	02022160	02022860	02023407
02019661	02020106	02020594	02020919	02021504	02022184	02022874	02023408
02019700	02020107	02020595	02020920	02021525	02022185	02022875	02023426
02019711	02020109	02020597	02020924	02021540	02022190	02022889	02023427
02019712	02020116	02020598	02020925	02021550	02022201	02022926	02023442
02019713	02020121	02020599	02020926	02021561	02022226	02022927	02023454
02019714	02020134	02020619	02020931	02021594	02022238	02022936	02023463
02019728	02020135	02020623	02020932	02021595	02022239	02022937	02023464
02019740	02020142	02020624	02020943	02021597	02022240	02022942	02023476
02019741	02020146	02020625	02020946	02021606	02022277	02022943	02023483
02019742	02020152	02020626	02020951	02021612	02022283	02022944	02023517
02019745	02020173	02020627	02020952	02021626	02022287	02022962	02023541
02019746	02020174	02020633	02020960	02021637	02022320	02022963	02023553
02019758	02020175	02020643	02020978	02021639	02022322	02022987	02023579
02019772	02020181	02020648	02021024	02021653	02022337	02023003	02023581
02019785	02020185	02020650	02021026	02021655	02022338	02023012	02023588
02019802	02020206	02020653	02021029	02021661	02022356	02023014	02023589
02019812	02020207	02020654	02021034	02021664	02022358	02023027	02023590
02019828	02020211	02020659	02021035	02021685	02022388	02023031	02023591
02019833	02020214	02020661	02021040	02021721	02022389	02023037	02023598
02019834	02020231	02020662	02021047	02021722	02022398	02023038	02023611
02019853	02020232	02020663	02021053	02021723	02022439	02023041	02023619
02019854	02020251	02020665	02021060	02021724	02022485	02023052	02023626
02019856	02020253	02020666	02021070	02021725	02022486	02023056	02023631
02019857	02020257	02020671	02021077	02021726	02022495	02023064	02023670
02019879	02020265	02020673	02021078	02021738	02022502	02023065	02023671
02019880	02020268	02020674	02021123	02021756	02022503	02023078	02023680

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02023681	02024219	02024820	02025363	02026010	02026656	02027203	02027739
02023682	02024228	02024823	02025364	02026012	02026658	02027213	02027748
02023713	02024234	02024837	02025369	02026074	02026666	02027220	02027776
02023725	02024235	02024842	02025370	02026077	02026668	02027221	02027778
02023728	02024251	02024853	02025391	02026092	02026669	02027222	02027789
02023733	02024255	02024857	02025392	02026115	02026684	02027223	02027797
02023735	02024256	02024878	02025393	02026120	02026687	02027243	02027802
02023752	02024269	02024882	02025395	02026136	02026694	02027249	02027828
02023755	02024294	02024883	02025406	02026140	02026695	02027251	02027863
02023760	02024357	02024884	02025462	02026141	02026717	02027263	02027864
02023778	02024359	02024885	02025471	02026159	02026732	02027264	02027900
02023779	02024370	02024891	02025473	02026162	02026774	02027270	02027904
02023780	02024376	02024892	02025481	02026164	02026778	02027287	02027914
02023810	02024387	02024893	02025495	02026165	02026787	02027288	02027917
02023813	02024388	02024900	02025513	02026169	02026794	02027290	02027919
02023818	02024389	02024901	02025514	02026173	02026846	02027291	02027957
02023837	02024413	02024921	02025515	02026186	02026849	02027298	02027963
02023838	02024414	02024925	02025516	02026192	02026856	02027302	02027964
02023848	02024418	02024932	02025523	02026193	02026857	02027303	02027973
02023849	02024419	02024933	02025524	02026207	02026874	02027305	02027979
02023857	02024421	02024939	02025544	02026212	02026888	02027325	02027980
02023879	02024422	02024966	02025549	02026236	02026889	02027335	02027988
02023881	02024428	02024971	02025550	02026237	02026919	02027349	02028020
02023883	02024441	02024986	02025558	02026250	02026962	02027372	02028032
02023893	02024442	02024994	02025563	02026258	02026967	02027380	02028038
02023905	02024445	02024996	02025584	02026265	02026969	02027398	02028039
02023917	02024465	02024997	02025587	02026297	02026977	02027403	02028058
02023924	02024470	02025002	02025626	02026305	02026978	02027424	02028061
02023954	02024487	02025029	02025628	02026310	02026981	02027426	02028067
02023964	02024489	02025031	02025684	02026325	02026996	02027445	02028070
02023965	02024500	02025047	02025703	02026338	02026997	02027446	02028083
02023970	02024503	02025065	02025704	02026359	02026998	02027447	02028102
02023979	02024514	02025066	02025705	02026364	02027008	02027452	02028118
02024003	02024515	02025090	02025712	02026365	02027012	02027453	02028125
02024033	02024518	02025091	02025744	02026366	02027015	02027460	02028136
02024047	02024526	02025136	02025766	02026369	02027022	02027465	02028166
02024048	02024537	02025139	02025770	02026373	02027024	02027478	02028168
02024060	02024540	02025149	02025775	02026416	02027041	02027479	02028209
02024065	02024543	02025150	02025777	02026417	02027050	02027483	02028230
02024067	02024550	02025157	02025788	02026420	02027061	02027497	02028239
02024076	02024580	02025175	02025794	02026428	02027076	02027499	02028252
02024089	02024588	02025182	02025797	02026439	02027081	02027501	02028255
02024103	02024595	02025191	02025798	02026442	02027089	02027523	02028271
02024104	02024643	02025221	02025810	02026447	02027094	02027543	02028272
02024105	02024646	02025226	02025814	02026448	02027112	02027544	02028279
02024108	02024653	02025232	02025815	02026456	02027113	02027561	02028284
02024114	02024668	02025235	02025859	02026481	02027114	02027568	02028290
02024125	02024676	02025239	02025885	02026494	02027115	02027594	02028291
02024149	02024691	02025244	02025887	02026495	02027116	02027621	02028296
02024151	02024706	02025245	02025888	02026502	02027119	02027630	02028297
02024152	02024711	02025252	02025889	02026504	02027124	02027633	02028319
02024153	02024728	02025272	02025890	02026518	02027139	02027651	02028320
02024171	02024746	02025277	02025894	02026546	02027160	02027664	02028346
02024178	02024769	02025283	02025895	02026563	02027162	02027665	02028348
02024184	02024772	02025284	02025898	02026564	02027170	02027666	02028349
02024194	02024777	02025287	02025910	02026566	02027177	02027675	02028353
02024195	02024797	02025289	02025931	02026591	02027178	02027679	02028354
02024196	02024798	02025317	02025932	02026595	02027179	02027699	02028383
02024197	02024799	02025324	02025935	02026630	02027181	02027708	02028393
02024202	02024807	02025331	02025946	02026643	02027184	02027711	02028405
02024213	02024812	02025347	02025992	02026652	02027193	02027735	02028414
02024214	02024815	02025349	02025994	02026653	02027194	02027738	02028428

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02028445	02029036	02029733	02030243	02031007	02031710	02032287	02032956
02028499	02029062	02029736	02030244	02031020	02031726	02032288	02032957
02028500	02029068	02029748	02030245	02031027	02031736	02032294	02032958
02028508	02029076	02029749	02030246	02031028	02031737	02032301	02032971
02028509	02029100	02029756	02030270	02031034	02031765	02032302	02032989
02028510	02029103	02029760	02030294	02031036	02031767	02032304	02032990
02028530	02029104	02029762	02030331	02031038	02031775	02032322	02032993
02028532	02029123	02029768	02030346	02031061	02031777	02032328	02032997
02028533	02029136	02029772	02030352	02031065	02031781	02032332	02033003
02028544	02029137	02029779	02030356	02031066	02031797	02032335	02033040
02028582	02029139	02029797	02030379	02031073	02031807	02032360	02033043
02028586	02029169	02029804	02030380	02031078	02031832	02032368	02033045
02028588	02029182	02029805	02030394	02031085	02031849	02032423	02033046
02028594	02029184	02029818	02030403	02031138	02031851	02032427	02033047
02028612	02029201	02029823	02030410	02031139	02031866	02032445	02033062
02028613	02029219	02029832	02030437	02031154	02031871	02032453	02033063
02028620	02029222	02029841	02030441	02031191	02031904	02032455	02033069
02028626	02029233	02029842	02030455	02031196	02031905	02032457	02033076
02028631	02029234	02029871	02030457	02031215	02031906	02032459	02033080
02028635	02029251	02029872	02030487	02031217	02031918	02032463	02033085
02028640	02029255	02029875	02030504	02031230	02031922	02032469	02033097
02028645	02029257	02029881	02030505	02031233	02031927	02032493	02033098
02028646	02029277	02029888	02030520	02031276	02031936	02032495	02033108
02028647	02029283	02029903	02030525	02031277	02031939	02032497	02033112
02028660	02029284	02029907	02030538	02031290	02031958	02032534	02033116
02028672	02029288	02029915	02030542	02031291	02032013	02032535	02033117
02028713	02029290	02029941	02030561	02031292	02032014	02032536	02033140
02028719	02029293	02029954	02030569	02031298	02032015	02032556	02033141
02028732	02029301	02029968	02030572	02031314	02032021	02032559	02033180
02028741	02029345	02029969	02030590	02031328	02032024	02032574	02033181
02028743	02029346	02029970	02030591	02031365	02032032	02032583	02033189
02028745	02029347	02029971	02030600	02031366	02032045	02032591	02033190
02028763	02029354	02029972	02030608	02031407	02032046	02032596	02033194
02028773	02029375	02029992	02030611	02031413	02032049	02032598	02033199
02028786	02029385	02029993	02030653	02031414	02032052	02032610	02033211
02028804	02029387	02030013	02030654	02031420	02032083	02032617	02033216
02028805	02029388	02030017	02030664	02031428	02032096	02032647	02033218
02028809	02029405	02030018	02030665	02031436	02032105	02032702	02033219
02028811	02029406	02030023	02030666	02031449	02032106	02032703	02033239
02028813	02029414	02030025	02030674	02031460	02032124	02032706	02033250
02028830	02029415	02030026	02030678	02031483	02032138	02032712	02033251
02028831	02029431	02030027	02030704	02031484	02032139	02032716	02033265
02028851	02029436	02030028	02030724	02031505	02032141	02032718	02033295
02028868	02029478	02030056	02030742	02031506	02032142	02032719	02033297
02028870	02029493	02030064	02030772	02031507	02032143	02032720	02033298
02028878	02029497	02030080	02030781	02031514	02032154	02032721	02033322
02028890	02029506	02030087	02030784	02031526	02032155	02032724	02033327
02028891	02029509	02030119	02030798	02031551	02032160	02032738	02033338
02028893	02029525	02030138	02030806	02031559	02032161	02032739	02033339
02028896	02029555	02030142	02030849	02031577	02032169	02032744	02033373
02028909	02029578	02030162	02030850	02031587	02032193	02032782	02033376
02028911	02029582	02030165	02030854	02031609	02032194	02032789	02033382
02028927	02029614	02030167	02030890	02031632	02032197	02032797	02033416
02028928	02029616	02030168	02030929	02031636	02032213	02032815	02033428
02028929	02029635	02030170	02030932	02031657	02032230	02032831	02033431
02028943	02029637	02030171	02030935	02031665	02032231	02032863	02033468
02028944	02029640	02030179	02030977	02031675	02032235	02032899	02033477
02028945	02029649	02030190	02030979	02031676	02032258	02032907	02033478
02028985	02029666	02030202	02030989	02031688	02032261	02032908	02033500
02028995	02029685	02030211	02030998	02031690	02032262	02032912	02033511
02029005	02029692	02030223	02031000	02031699	02032275	02032922	02033514
02029020	02029701	02030227	02031001	02031701	02032276	02032946	02033522

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02033523	02034094	02034672	02035292	02035902	02036495	02037146	02037651
02033525	02034099	02034686	02035294	02035903	02036499	02037147	02037670
02033528	02034102	02034690	02035311	02035907	02036500	02037150	02037671
02033529	02034107	02034702	02035348	02035923	02036507	02037152	02037676
02033531	02034108	02034735	02035349	02035956	02036508	02037158	02037721
02033535	02034109	02034740	02035367	02035975	02036513	02037160	02037744
02033546	02034110	02034762	02035369	02035987	02036515	02037166	02037763
02033547	02034123	02034767	02035400	02035988	02036522	02037179	02037791
02033551	02034127	02034779	02035406	02035989	02036540	02037180	02037796
02033563	02034188	02034794	02035412	02035995	02036541	02037181	02037829
02033564	02034189	02034815	02035423	02036002	02036547	02037182	02037853
02033588	02034191	02034824	02035452	02036005	02036571	02037183	02037864
02033602	02034192	02034847	02035485	02036013	02036574	02037217	02037883
02033614	02034197	02034856	02035497	02036021	02036575	02037224	02037889
02033617	02034205	02034857	02035528	02036022	02036576	02037228	02037897
02033618	02034206	02034866	02035534	02036038	02036577	02037229	02037905
02033624	02034210	02034906	02035540	02036063	02036584	02037230	02037928
02033625	02034214	02034908	02035558	02036074	02036616	02037231	02037929
02033626	02034228	02034927	02035559	02036076	02036621	02037234	02037947
02033632	02034269	02034929	02035578	02036078	02036631	02037266	02037948
02033668	02034270	02034939	02035579	02036089	02036695	02037289	02037951
02033690	02034271	02034941	02035584	02036090	02036697	02037290	02037955
02033709	02034274	02034953	02035589	02036095	02036735	02037294	02037978
02033717	02034276	02034954	02035596	02036108	02036769	02037305	02037987
02033722	02034288	02034967	02035605	02036111	02036775	02037315	02037992
02033724	02034305	02034968	02035609	02036120	02036776	02037337	02038002
02033739	02034307	02034988	02035630	02036130	02036777	02037345	02038004
02033752	02034308	02034989	02035635	02036131	02036790	02037347	02038015
02033778	02034315	02035029	02035640	02036142	02036795	02037358	02038031
02033779	02034324	02035030	02035662	02036147	02036798	02037359	02038045
02033784	02034331	02035055	02035671	02036150	02036815	02037373	02038046
02033790	02034334	02035075	02035682	02036153	02036854	02037375	02038047
02033795	02034340	02035079	02035684	02036171	02036855	02037381	02038048
02033800	02034345	02035094	02035685	02036172	02036856	02037389	02038049
02033805	02034349	02035114	02035693	02036215	02036857	02037392	02038050
02033815	02034363	02035117	02035694	02036219	02036866	02037408	02038061
02033816	02034378	02035118	02035720	02036222	02036872	02037413	02038092
02033818	02034397	02035119	02035725	02036225	02036874	02037440	02038094
02033826	02034404	02035140	02035734	02036243	02036887	02037441	02038100
02033875	02034435	02035143	02035735	02036244	02036889	02037454	02038102
02033878	02034441	02035144	02035743	02036247	02036891	02037458	02038106
02033879	02034450	02035150	02035745	02036249	02036898	02037467	02038115
02033887	02034451	02035156	02035746	02036280	02036899	02037468	02038122
02033907	02034466	02035159	02035747	02036281	02036904	02037495	02038128
02033941	02034472	02035161	02035752	02036299	02036915	02037500	02038156
02033943	02034487	02035162	02035760	02036313	02036917	02037501	02038177
02033949	02034496	02035167	02035761	02036317	02036996	02037503	02038183
02033957	02034516	02035198	02035794	02036342	02037006	02037510	02038192
02033958	02034539	02035204	02035795	02036360	02037007	02037521	02038197
02033961	02034549	02035209	02035798	02036364	02037008	02037522	02038201
02033979	02034557	02035223	02035801	02036376	02037009	02037553	02038202
02034002	02034562	02035225	02035802	02036381	02037018	02037554	02038205
02034003	02034563	02035226	02035807	02036415	02037020	02037560	02038239
02034016	02034566	02035232	02035809	02036416	02037044	02037566	02038250
02034017	02034570	02035242	02035810	02036433	02037045	02037567	02038280
02034027	02034578	02035255	02035833	02036435	02037046	02037570	02038308
02034051	02034586	02035269	02035839	02036446	02037059	02037574	02038309
02034052	02034590	02035277	02035846	02036452	02037076	02037599	02038319
02034079	02034601	02035282	02035848	02036459	02037077	02037600	02038321
02034081	02034612	02035284	02035864	02036470	02037104	02037601	02038341
02034086	02034650	02035288	02035865	02036476	02037142	02037620	02038370
02034090	02034658	02035289	02035876	02036485	02037143	02037628	02038371

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02038380	02038995	02039546	02040075	02040529	02040964	02041610	02042254
02038386	02039000	02039555	02040077	02040530	02041007	02041613	02042263
02038391	02039003	02039561	02040089	02040535	02041014	02041633	02042264
02038410	02039071	02039562	02040103	02040537	02041015	02041641	02042279
02038421	02039077	02039570	02040104	02040565	02041019	02041643	02042294
02038449	02039078	02039575	02040108	02040568	02041022	02041652	02042304
02038452	02039079	02039605	02040109	02040570	02041027	02041663	02042317
02038453	02039088	02039611	02040128	02040579	02041028	02041669	02042329
02038468	02039090	02039612	02040129	02040640	02041073	02041689	02042332
02038490	02039118	02039634	02040137	02040653	02041077	02041692	02042385
02038505	02039125	02039645	02040138	02040654	02041079	02041716	02042401
02038508	02039133	02039649	02040156	02040663	02041084	02041783	02042420
02038515	02039141	02039650	02040164	02040671	02041096	02041798	02042423
02038525	02039164	02039669	02040181	02040672	02041098	02041836	02042427
02038595	02039169	02039678	02040194	02040681	02041108	02041840	02042451
02038608	02039175	02039681	02040196	02040689	02041114	02041860	02042460
02038611	02039176	02039687	02040198	02040704	02041115	02041862	02042461
02038636	02039180	02039692	02040216	02040705	02041124	02041871	02042468
02038637	02039182	02039696	02040233	02040709	02041142	02041893	02042470
02038638	02039199	02039705	02040262	02040714	02041149	02041894	02042471
02038647	02039212	02039706	02040265	02040718	02041150	02041895	02042472
02038648	02039213	02039707	02040266	02040723	02041172	02041897	02042473
02038650	02039214	02039708	02040269	02040724	02041173	02041904	02042480
02038661	02039231	02039717	02040288	02040725	02041190	02041915	02042487
02038662	02039246	02039721	02040300	02040726	02041191	02041927	02042488
02038671	02039251	02039725	02040305	02040746	02041201	02041929	02042500
02038672	02039259	02039726	02040310	02040750	02041206	02041939	02042512
02038749	02039278	02039745	02040311	02040751	02041208	02041952	02042528
02038757	02039279	02039748	02040313	02040756	02041212	02041953	02042534
02038758	02039292	02039755	02040318	02040757	02041213	02041956	02042537
02038765	02039297	02039766	02040320	02040765	02041264	02042020	02042538
02038770	02039304	02039781	02040321	02040782	02041265	02042023	02042541
02038775	02039305	02039782	02040322	02040790	02041266	02042025	02042557
02038797	02039306	02039794	02040323	02040791	02041267	02042035	02042558
02038815	02039307	02039818	02040324	02040794	02041274	02042036	02042559
02038818	02039314	02039820	02040330	02040795	02041282	02042038	02042565
02038833	02039317	02039847	02040331	02040806	02041285	02042044	02042566
02038834	02039326	02039848	02040346	02040819	02041287	02042046	02042594
02038850	02039329	02039857	02040352	02040820	02041327	02042065	02042597
02038860	02039332	02039858	02040357	02040828	02041337	02042084	02042613
02038871	02039340	02039860	02040371	02040836	02041382	02042085	02042620
02038881	02039342	02039876	02040372	02040837	02041383	02042086	02042621
02038904	02039349	02039884	02040376	02040840	02041389	02042090	02042634
02038907	02039351	02039892	02040380	02040849	02041392	02042091	02042663
02038908	02039360	02039898	02040387	02040872	02041403	02042096	02042674
02038920	02039362	02039908	02040405	02040879	02041418	02042104	02042675
02038924	02039363	02039955	02040415	02040880	02041424	02042117	02042678
02038927	02039395	02039958	02040427	02040883	02041429	02042121	02042685
02038929	02039415	02039959	02040436	02040886	02041436	02042126	02042686
02038937	02039425	02039986	02040438	02040910	02041443	02042131	02042687
02038943	02039442	02039987	02040445	02040911	02041454	02042143	02042692
02038945	02039488	02040007	02040454	02040915	02041474	02042145	02042707
02038948	02039489	02040015	02040463	02040918	02041488	02042163	02042710
02038954	02039500	02040016	02040477	02040927	02041494	02042164	02042715
02038972	02039506	02040017	02040478	02040929	02041496	02042181	02042716
02038979	02039509	02040030	02040488	02040930	02041499	02042187	02042719
02038980	02039516	02040034	02040494	02040931	02041540	02042189	02042726
02038981	02039523	02040041	02040509	02040935	02041545	02042201	02042727
02038982	02039530	02040056	02040522	02040936	02041546	02042210	02042728
02038983	02039540	02040064	02040526	02040944	02041559	02042213	02042730
02038984	02039541	02040066	02040527	02040948	02041570	02042251	02042738
02038988	02039542	02040073	02040528	02040949	02041583	02042253	02042754

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02042755	02043272	02043845	02044404	02045021	02045672	02046250	02046784
02042769	02043274	02043856	02044406	02045025	02045682	02046251	02046810
02042770	02043275	02043857	02044410	02045026	02045701	02046262	02046814
02042774	02043319	02043866	02044421	02045027	02045710	02046263	02046815
02042813	02043325	02043874	02044438	02045034	02045711	02046301	02046826
02042814	02043328	02043896	02044441	02045036	02045747	02046302	02046848
02042823	02043335	02043897	02044455	02045043	02045777	02046323	02046852
02042835	02043377	02043904	02044495	02045058	02045784	02046326	02046854
02042866	02043383	02043905	02044503	02045060	02045785	02046331	02046871
02042875	02043384	02043914	02044531	02045067	02045786	02046346	02046874
02042876	02043389	02043917	02044532	02045077	02045788	02046360	02046889
02042880	02043399	02043919	02044534	02045090	02045802	02046381	02046892
02042885	02043400	02043928	02044535	02045093	02045803	02046387	02046902
02042913	02043411	02043929	02044546	02045097	02045824	02046403	02046917
02042914	02043423	02043931	02044547	02045104	02045826	02046404	02046924
02042915	02043426	02043938	02044563	02045108	02045855	02046418	02046925
02042941	02043446	02043945	02044564	02045133	02045896	02046423	02046936
02042945	02043449	02043958	02044567	02045162	02045903	02046427	02046945
02042949	02043450	02043959	02044572	02045168	02045904	02046451	02046954
02042952	02043452	02043960	02044577	02045180	02045919	02046471	02046962
02042961	02043453	02043963	02044578	02045197	02045924	02046484	02046964
02042966	02043457	02043965	02044588	02045208	02045939	02046487	02046968
02042978	02043458	02043972	02044589	02045209	02045940	02046494	02046983
02042979	02043465	02043986	02044590	02045219	02045961	02046500	02046990
02042980	02043505	02043989	02044599	02045244	02045962	02046510	02046991
02042981	02043512	02044007	02044600	02045245	02045963	02046518	02047002
02042982	02043513	02044011	02044601	02045279	02045975	02046525	02047006
02042999	02043533	02044065	02044602	02045288	02045977	02046528	02047024
02043022	02043534	02044075	02044607	02045289	02045983	02046534	02047025
02043037	02043539	02044076	02044684	02045290	02045991	02046539	02047063
02043038	02043585	02044079	02044690	02045298	02045997	02046540	02047102
02043054	02043589	02044080	02044735	02045314	02046011	02046559	02047103
02043058	02043595	02044094	02044760	02045318	02046017	02046567	02047108
02043059	02043600	02044119	02044764	02045341	02046034	02046573	02047109
02043062	02043615	02044121	02044785	02045348	02046049	02046580	02047130
02043080	02043633	02044122	02044794	02045350	02046052	02046588	02047141
02043097	02043645	02044156	02044795	02045360	02046055	02046593	02047142
02043098	02043649	02044174	02044796	02045361	02046059	02046596	02047177
02043100	02043650	02044180	02044821	02045367	02046062	02046608	02047193
02043123	02043657	02044181	02044822	02045372	02046064	02046611	02047195
02043134	02043669	02044195	02044841	02045388	02046065	02046613	02047196
02043159	02043675	02044201	02044842	02045398	02046084	02046618	02047205
02043161	02043676	02044203	02044843	02045402	02046095	02046619	02047208
02043162	02043683	02044204	02044873	02045414	02046102	02046639	02047213
02043170	02043696	02044211	02044877	02045418	02046103	02046640	02047214
02043175	02043697	02044241	02044891	02045432	02046108	02046641	02047220
02043176	02043698	02044286	02044892	02045435	02046133	02046651	02047221
02043177	02043711	02044297	02044897	02045437	02046146	02046652	02047230
02043178	02043715	02044311	02044902	02045446	02046148	02046658	02047231
02043180	02043719	02044312	02044904	02045447	02046150	02046673	02047232
02043182	02043724	02044317	02044921	02045451	02046157	02046674	02047233
02043183	02043750	02044326	02044922	02045452	02046164	02046683	02047234
02043185	02043753	02044334	02044939	02045457	02046166	02046692	02047253
02043187	02043755	02044336	02044953	02045458	02046170	02046700	02047254
02043189	02043758	02044340	02044964	02045459	02046171	02046708	02047261
02043193	02043791	02044352	02044965	02045465	02046173	02046709	02047262
02043201	02043792	02044353	02044966	02045508	02046188	02046711	02047267
02043205	02043816	02044358	02044967	02045554	02046213	02046729	02047274
02043214	02043826	02044361	02044985	02045570	02046215	02046741	02047293
02043230	02043835	02044380	02044987	02045595	02046216	02046767	02047324
02043239	02043836	02044392	02044995	02045625	02046237	02046769	02047325
02043267	02043839	02044399	02045020	02045670	02046242	02046770	02047347

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

02047348	02047877	02048311	02048971	02049516	02050080	02050799	02051670
02047349	02047890	02048316	02048975	02049522	02050098	02050807	02051673
02047361	02047893	02048317	02048991	02049548	02050100	02050808	02051675
02047364	02047894	02048318	02048995	02049549	02050102	02050829	02051688
02047366	02047897	02048319	02049003	02049562	02050130	02050867	02051689
02047368	02047902	02048329	02049012	02049563	02050144	02050899	02051697
02047373	02047915	02048338	02049015	02049577	02050150	02050900	02051698
02047374	02047916	02048346	02049018	02049591	02050155	02050901	02051701
02047380	02047922	02048368	02049025	02049612	02050164	02050902	02051704
02047397	02047935	02048375	02049030	02049636	02050166	02051053	02051720
02047408	02047947	02048383	02049041	02049648	02050195	02051063	02051725
02047425	02047974	02048428	02049043	02049652	02050206	02051079	02051745
02047439	02047981	02048435	02049063	02049653	02050232	02051113	02051756
02047456	02047986	02048474	02049064	02049683	02050240	02051118	02051757
02047460	02047992	02048477	02049065	02049711	02050255	02051119	02051761
02047476	02047996	02048483	02049094	02049716	02050256	02051127	02051765
02047477	02047997	02048487	02049102	02049717	02050257	02051159	02051814
02047481	02047998	02048493	02049103	02049718	02050258	02051166	02051822
02047516	02047999	02048500	02049109	02049722	02050270	02051176	02051828
02047532	02048007	02048501	02049128	02049724	02050271	02051181	02051829
02047542	02048008	02048505	02049147	02049727	02050291	02051189	02051869
02047557	02048014	02048518	02049150	02049733	02050326	02051193	02051882
02047563	02048016	02048530	02049151	02049735	02050327	02051209	02051902
02047573	02048032	02048534	02049177	02049744	02050328	02051210	02051905
02047576	02048033	02048547	02049182	02049747	02050348	02051226	02051907
02047581	02048064	02048557	02049186	02049754	02050382	02051233	02051911
02047610	02048072	02048570	02049205	02049755	02050383	02051247	02051920
02047623	02048075	02048580	02049206	02049762	02050446	02051293	02051926
02047624	02048076	02048599	02049216	02049765	02050457	02051300	02051931
02047645	02048082	02048600	02049218	02049775	02050497	02051304	02051939
02047665	02048083	02048604	02049225	02049777	02050517	02051305	02051944
02047676	02048084	02048621	02049239	02049779	02050520	02051306	02051965
02047678	02048085	02048654	02049250	02049784	02050551	02051307	02051985
02047696	02048090	02048696	02049255	02049788	02050568	02051308	02051986
02047698	02048096	02048700	02049289	02049790	02050588	02051319	02052012
02047699	02048114	02048719	02049292	02049791	02050603	02051349	02052017
02047705	02048123	02048724	02049293	02049817	02050625	02051370	02052042
02047719	02048127	02048731	02049294	02049823	02050626	02051371	02052049
02047727	02048128	02048740	02049295	02049826	02050627	02051373	02052051
02047728	02048131	02048743	02049308	02049832	02050631	02051377	02052065
02047729	02048134	02048745	02049318	02049836	02050638	02051393	02052071
02047736	02048137	02048761	02049320	02049844	02050650	02051396	02052102
02047743	02048139	02048764	02049322	02049889	02050654	02051434	02052103
02047745	02048170	02048784	02049341	02049891	02050656	02051452	02052117
02047761	02048173	02048823	02049355	02049893	02050657	02051514	02052172
02047764	02048178	02048825	02049356	02049896	02050658	02051525	02052184
02047771	02048182	02048826	02049359	02049897	02050662	02051531	02052187
02047772	02048183	02048827	02049364	02049909	02050667	02051533	02052190
02047776	02048188	02048833	02049366	02049911	02050677	02051534	02052203
02047802	02048198	02048841	02049379	02049935	02050680	02051572	02052207
02047812	02048220	02048847	02049392	02049941	02050685	02051577	02052223
02047819	02048233	02048869	02049399	02049946	02050686	02051589	02052233
02047823	02048235	02048871	02049400	02049953	02050709	02051594	02052234
02047834	02048236	02048888	02049403	02049973	02050717	02051609	02052243
02047838	02048242	02048893	02049404	02049978	02050721	02051617	02052249
02047840	02048246	02048894	02049406	02049984	02050757	02051628	02052251
02047842	02048250	02048902	02049445	02050025	02050758	02051630	02052254
02047850	02048261	02048903	02049448	02050029	02050761	02051637	02052255
02047861	02048262	02048910	02049467	02050032	02050767	02051646	02052293
02047864	02048273	02048933	02049469	02050043	02050771	02051651	02052307
02047875	02048281	02048935	02049487	02050048	02050774	02051652	02052308
02047876	02048284	02048952	02049498	02050066	02050780	02051669	02052321

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02052323	02052926	02053568	02054135	02054673	02055179	02055625	02056308
02052324	02052939	02053575	02054150	02054688	02055197	02055626	02056325
02052327	02052946	02053589	02054151	02054689	02055215	02055670	02056326
02052340	02052953	02053610	02054169	02054690	02055216	02055685	02056338
02052341	02052968	02053612	02054180	02054691	02055222	02055700	02056339
02052347	02052986	02053618	02054183	02054695	02055226	02055701	02056344
02052365	02052997	02053620	02054184	02054696	02055227	02055748	02056353
02052368	02053012	02053622	02054191	02054697	02055228	02055761	02056358
02052369	02053016	02053633	02054197	02054698	02055229	02055763	02056361
02052384	02053020	02053641	02054198	02054707	02055230	02055773	02056371
02052393	02053045	02053643	02054204	02054708	02055232	02055790	02056379
02052419	02053055	02053672	02054230	02054710	02055238	02055791	02056382
02052421	02053057	02053673	02054240	02054724	02055265	02055792	02056395
02052427	02053062	02053674	02054247	02054729	02055271	02055800	02056413
02052438	02053066	02053675	02054258	02054733	02055274	02055804	02056415
02052440	02053075	02053676	02054266	02054738	02055276	02055815	02056417
02052441	02053096	02053677	02054267	02054743	02055290	02055819	02056433
02052453	02053097	02053679	02054298	02054749	02055296	02055829	02056434
02052481	02053099	02053680	02054300	02054765	02055300	02055832	02056443
02052485	02053100	02053681	02054326	02054766	02055310	02055853	02056444
02052490	02053121	02053698	02054327	02054777	02055311	02055859	02056468
02052491	02053141	02053715	02054330	02054790	02055314	02055867	02056469
02052497	02053145	02053716	02054331	02054796	02055316	02055873	02056470
02052498	02053164	02053721	02054336	02054813	02055317	02055877	02056484
02052507	02053188	02053726	02054342	02054834	02055319	02055888	02056486
02052514	02053190	02053734	02054368	02054835	02055321	02055911	02056519
02052515	02053195	02053735	02054385	02054836	02055322	02055912	02056534
02052525	02053199	02053744	02054393	02054837	02055325	02055913	02056536
02052537	02053202	02053776	02054394	02054839	02055333	02055916	02056539
02052548	02053210	02053777	02054396	02054859	02055334	02055919	02056541
02052557	02053211	02053788	02054397	02054878	02055335	02055934	02056542
02052596	02053247	02053800	02054414	02054890	02055359	02055944	02056548
02052597	02053271	02053822	02054416	02054895	02055361	02055950	02056591
02052617	02053272	02053828	02054426	02054896	02055364	02055953	02056616
02052670	02053291	02053836	02054427	02054904	02055365	02055957	02056618
02052671	02053299	02053846	02054435	02054909	02055377	02055958	02056623
02052679	02053307	02053860	02054436	02054914	02055393	02055968	02056646
02052682	02053341	02053864	02054437	02054971	02055394	02056005	02056690
02052683	02053345	02053867	02054440	02054972	02055406	02056035	02056692
02052691	02053355	02053895	02054442	02054984	02055412	02056036	02056693
02052708	02053356	02053898	02054473	02054996	02055430	02056037	02056709
02052709	02053422	02053922	02054481	02055000	02055438	02056042	02056712
02052716	02053424	02053927	02054485	02055001	02055439	02056043	02056717
02052730	02053444	02053933	02054491	02055028	02055443	02056118	02056721
02052733	02053455	02053935	02054492	02055037	02055452	02056119	02056722
02052746	02053456	02053949	02054496	02055059	02055459	02056141	02056730
02052761	02053459	02053950	02054527	02055068	02055467	02056143	02056731
02052771	02053475	02053953	02054534	02055071	02055473	02056165	02056734
02052805	02053476	02053961	02054542	02055074	02055476	02056166	02056795
02052815	02053480	02053962	02054544	02055081	02055489	02056196	02056813
02052816	02053482	02053963	02054551	02055113	02055498	02056200	02056814
02052821	02053485	02054024	02054576	02055114	02055520	02056221	02056818
02052832	02053486	02054025	02054583	02055119	02055523	02056223	02056824
02052841	02053488	02054026	02054591	02055126	02055543	02056224	02056828
02052845	02053491	02054052	02054608	02055137	02055549	02056244	02056833
02052850	02053517	02054079	02054611	02055143	02055551	02056245	02056847
02052856	02053520	02054087	02054612	02055147	02055557	02056266	02056848
02052891	02053523	02054097	02054622	02055149	02055561	02056283	02056849
02052903	02053534	02054098	02054625	02055150	02055573	02056284	02056866
02052920	02053541	02054104	02054633	02055157	02055579	02056296	02056882
02052923	02053545	02054119	02054640	02055159	02055606	02056304	02056891
02052924	02053552	02054121	02054642	02055163	02055618	02056307	02056892

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02056897	02057483	02058096	02058831	02059282	02059872	02060515	02061236
02056898	02057484	02058101	02058835	02059291	02059876	02060516	02061255
02056948	02057486	02058109	02058836	02059293	02059879	02060518	02061256
02056954	02057498	02058124	02058891	02059299	02059880	02060520	02061284
02056963	02057544	02058147	02058899	02059311	02059889	02060525	02061285
02056980	02057585	02058161	02058923	02059312	02059895	02060530	02061287
02056996	02057588	02058163	02058932	02059353	02059899	02060556	02061292
02057027	02057595	02058164	02058934	02059377	02059900	02060557	02061295
02057048	02057596	02058167	02058942	02059380	02059912	02060563	02061304
02057049	02057597	02058168	02058947	02059384	02059964	02060572	02061309
02057054	02057600	02058169	02058948	02059404	02059966	02060573	02061323
02057070	02057616	02058170	02058954	02059407	02059973	02060581	02061325
02057074	02057618	02058173	02058955	02059408	02059974	02060590	02061326
02057077	02057636	02058174	02058958	02059422	02060001	02060594	02061328
02057078	02057637	02058215	02058986	02059426	02060006	02060628	02061336
02057083	02057638	02058252	02058987	02059429	02060008	02060633	02061341
02057124	02057640	02058298	02058989	02059437	02060010	02060646	02061343
02057127	02057643	02058344	02058993	02059453	02060012	02060650	02061396
02057129	02057655	02058349	02059000	02059459	02060015	02060651	02061408
02057135	02057671	02058350	02059022	02059460	02060016	02060660	02061415
02057149	02057691	02058351	02059025	02059467	02060019	02060693	02061421
02057151	02057703	02058354	02059033	02059476	02060021	02060706	02061427
02057152	02057709	02058355	02059035	02059479	02060057	02060715	02061428
02057154	02057710	02058358	02059036	02059500	02060061	02060725	02061439
02057156	02057736	02058359	02059049	02059509	02060065	02060752	02061457
02057159	02057759	02058408	02059050	02059542	02060085	02060754	02061466
02057160	02057768	02058436	02059051	02059549	02060089	02060759	02061494
02057172	02057769	02058437	02059058	02059551	02060095	02060819	02061498
02057173	02057770	02058439	02059060	02059563	02060113	02060839	02061502
02057177	02057782	02058462	02059067	02059564	02060127	02060854	02061508
02057182	02057796	02058463	02059093	02059566	02060134	02060861	02061524
02057184	02057812	02058479	02059095	02059567	02060138	02060877	02061540
02057187	02057813	02058517	02059107	02059592	02060139	02060886	02061561
02057196	02057821	02058525	02059108	02059594	02060164	02060888	02061562
02057214	02057822	02058533	02059113	02059612	02060166	02060892	02061563
02057216	02057839	02058571	02059139	02059617	02060175	02060895	02061579
02057221	02057840	02058580	02059154	02059632	02060176	02060896	02061583
02057222	02057846	02058582	02059183	02059655	02060178	02060909	02061588
02057243	02057855	02058587	02059191	02059656	02060182	02060945	02061602
02057244	02057865	02058603	02059192	02059669	02060187	02060946	02061617
02057245	02057870	02058605	02059195	02059681	02060204	02060955	02061645
02057251	02057884	02058610	02059196	02059692	02060337	02060962	02061655
02057254	02057885	02058611	02059198	02059694	02060340	02060967	02061659
02057264	02057886	02058631	02059199	02059702	02060349	02060980	02061677
02057266	02057890	02058642	02059207	02059703	02060352	02060990	02061695
02057275	02057895	02058653	02059212	02059704	02060358	02060991	02061703
02057276	02057928	02058654	02059213	02059713	02060359	02061026	02061709
02057279	02057970	02058656	02059215	02059725	02060384	02061054	02061726
02057324	02057987	02058664	02059217	02059726	02060391	02061058	02061734
02057327	02057990	02058670	02059219	02059729	02060408	02061063	02061750
02057358	02058034	02058674	02059220	02059730	02060420	02061067	02061751
02057369	02058047	02058675	02059231	02059737	02060426	02061070	02061752
02057370	02058057	02058694	02059236	02059760	02060427	02061079	02061760
02057377	02058068	02058764	02059241	02059761	02060429	02061081	02061764
02057382	02058073	02058769	02059244	02059762	02060448	02061088	02061766
02057397	02058075	02058770	02059246	02059786	02060451	02061092	02061777
02057428	02058077	02058772	02059252	02059798	02060475	02061094	02061785
02057431	02058078	02058794	02059253	02059805	02060506	02061097	02061801
02057438	02058083	02058801	02059256	02059806	02060507	02061108	02061809
02057439	02058084	02058808	02059265	02059823	02060509	02061121	02061810
02057454	02058091	02058812	02059275	02059849	02060513	02061140	02061815
02057469	02058095	02058830	02059276	02059866	02060514	02061141	02061816

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02061818	02062424	02063230	02063783	02064516	02065426	02065978	02066592
02061819	02062425	02063237	02063801	02064521	02065430	02065995	02066608
02061841	02062430	02063255	02063802	02064541	02065444	02066008	02066615
02061860	02062465	02063256	02063806	02064542	02065447	02066017	02066629
02061864	02062466	02063257	02063819	02064543	02065450	02066039	02066634
02061889	02062467	02063258	02063837	02064579	02065451	02066055	02066636
02061891	02062480	02063269	02063845	02064589	02065463	02066084	02066648
02061895	02062517	02063290	02063846	02064603	02065475	02066088	02066653
02061911	02062522	02063291	02063860	02064614	02065480	02066089	02066661
02061913	02062528	02063311	02063861	02064619	02065494	02066101	02066687
02061930	02062529	02063316	02063901	02064622	02065511	02066114	02066714
02061937	02062533	02063365	02063902	02064630	02065517	02066137	02066719
02061956	02062558	02063368	02063932	02064633	02065520	02066139	02066727
02061958	02062565	02063375	02063939	02064634	02065526	02066149	02066746
02061973	02062574	02063376	02063949	02064642	02065540	02066150	02066748
02061974	02062588	02063377	02063952	02064646	02065545	02066153	02066791
02061982	02062599	02063381	02063968	02064647	02065564	02066159	02066796
02061989	02062603	02063384	02063969	02064649	02065572	02066160	02066810
02061998	02062654	02063385	02063979	02064655	02065576	02066172	02066878
02062022	02062656	02063386	02063998	02064660	02065585	02066175	02066891
02062038	02062669	02063392	02064011	02064667	02065591	02066179	02066893
02062044	02062708	02063396	02064013	02064700	02065593	02066185	02066915
02062058	02062712	02063400	02064014	02064731	02065594	02066188	02066942
02062059	02062713	02063407	02064041	02064734	02065620	02066198	02066945
02062067	02062734	02063412	02064065	02064735	02065625	02066199	02066947
02062083	02062748	02063414	02064066	02064768	02065650	02066210	02066954
02062086	02062768	02063419	02064071	02064787	02065654	02066211	02066961
02062087	02062790	02063420	02064083	02064792	02065658	02066214	02066966
02062153	02062813	02063421	02064096	02064798	02065668	02066217	02066969
02062154	02062814	02063425	02064112	02064817	02065670	02066232	02066982
02062155	02062815	02063428	02064113	02064830	02065673	02066267	02066985
02062163	02062816	02063429	02064137	02064835	02065688	02066271	02066993
02062164	02062862	02063430	02064146	02064836	02065689	02066272	02067019
02062165	02062863	02063455	02064154	02064878	02065720	02066290	02067026
02062166	02062875	02063464	02064155	02064879	02065729	02066311	02067029
02062172	02062876	02063467	02064156	02064903	02065730	02066317	02067041
02062176	02062877	02063469	02064164	02064945	02065741	02066324	02067082
02062205	02062902	02063470	02064174	02064946	02065755	02066326	02067083
02062208	02062909	02063472	02064177	02064948	02065756	02066328	02067094
02062216	02062915	02063473	02064181	02064951	02065801	02066335	02067109
02062221	02062942	02063474	02064192	02064954	02065808	02066338	02067122
02062245	02062965	02063509	02064206	02064955	02065820	02066345	02067128
02062247	02062974	02063524	02064209	02064978	02065835	02066352	02067149
02062250	02062976	02063540	02064240	02064983	02065841	02066361	02067153
02062252	02062977	02063570	02064261	02065006	02065846	02066371	02067178
02062281	02062978	02063573	02064263	02065106	02065848	02066379	02067179
02062282	02062980	02063576	02064266	02065145	02065849	02066384	02067207
02062286	02062985	02063604	02064283	02065178	02065863	02066391	02067217
02062303	02062987	02063605	02064284	02065180	02065868	02066396	02067252
02062304	02062989	02063606	02064289	02065185	02065893	02066414	02067259
02062315	02062992	02063624	02064294	02065210	02065903	02066429	02067277
02062326	02063031	02063633	02064296	02065211	02065908	02066448	02067301
02062349	02063034	02063641	02064310	02065212	02065910	02066450	02067311
02062364	02063051	02063657	02064327	02065217	02065924	02066463	02067328
02062365	02063137	02063660	02064328	02065274	02065928	02066482	02067330
02062366	02063149	02063675	02064382	02065275	02065941	02066490	02067333
02062372	02063172	02063678	02064413	02065367	02065956	02066502	02067347
02062373	02063206	02063688	02064419	02065368	02065962	02066506	02067351
02062375	02063212	02063696	02064422	02065376	02065963	02066510	02067366
02062387	02063223	02063710	02064441	02065414	02065975	02066517	02067384
02062399	02063228	02063718	02064504	02065418	02065976	02066564	02067392
02062402	02063229	02063770	02064515	02065420	02065977	02066591	02067397

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02067399	02067921	02068779	02069439	02069992	02070606	02071058	02071752
02067409	02067987	02068780	02069450	02069997	02070610	02071060	02071753
02067413	02068010	02068800	02069455	02070004	02070631	02071069	02071789
02067414	02068025	02068804	02069464	02070008	02070639	02071073	02071810
02067423	02068040	02068808	02069467	02070011	02070645	02071077	02071812
02067425	02068041	02068834	02069487	02070079	02070652	02071107	02071833
02067426	02068062	02068854	02069491	02070082	02070655	02071130	02071837
02067437	02068066	02068886	02069533	02070084	02070661	02071140	02071842
02067438	02068070	02068887	02069534	02070086	02070665	02071153	02071881
02067447	02068072	02068908	02069535	02070089	02070666	02071201	02071887
02067450	02068073	02068957	02069537	02070090	02070686	02071222	02071892
02067453	02068079	02068958	02069544	02070109	02070690	02071224	02071904
02067464	02068080	02068965	02069545	02070115	02070695	02071225	02071949
02067485	02068083	02068966	02069566	02070120	02070707	02071232	02071954
02067487	02068085	02068976	02069578	02070126	02070710	02071249	02071960
02067492	02068098	02069036	02069579	02070144	02070717	02071252	02071964
02067517	02068123	02069069	02069603	02070148	02070720	02071254	02071969
02067530	02068127	02069076	02069604	02070151	02070723	02071258	02071972
02067558	02068145	02069080	02069605	02070154	02070738	02071259	02071976
02067562	02068157	02069085	02069609	02070157	02070742	02071308	02072004
02067578	02068178	02069117	02069614	02070160	02070750	02071309	02072009
02067584	02068197	02069127	02069621	02070171	02070761	02071317	02072021
02067589	02068205	02069134	02069622	02070172	02070762	02071330	02072022
02067613	02068209	02069140	02069627	02070173	02070768	02071380	02072036
02067614	02068222	02069142	02069630	02070177	02070782	02071410	02072048
02067623	02068227	02069161	02069631	02070182	02070807	02071415	02072067
02067643	02068229	02069162	02069640	02070184	02070808	02071427	02072091
02067653	02068251	02069174	02069641	02070215	02070823	02071432	02072093
02067675	02068265	02069176	02069650	02070242	02070845	02071433	02072094
02067676	02068266	02069181	02069676	02070274	02070858	02071459	02072116
02067678	02068277	02069190	02069702	02070279	02070859	02071461	02072124
02067690	02068278	02069192	02069731	02070308	02070862	02071462	02072151
02067702	02068294	02069215	02069734	02070309	02070865	02071463	02072166
02067715	02068295	02069217	02069735	02070315	02070872	02071469	02072174
02067755	02068361	02069221	02069771	02070318	02070874	02071490	02072178
02067766	02068362	02069238	02069774	02070331	02070891	02071516	02072179
02067769	02068363	02069248	02069787	02070360	02070896	02071524	02072181
02067783	02068366	02069274	02069793	02070375	02070899	02071525	02072188
02067785	02068367	02069276	02069795	02070376	02070914	02071533	02072189
02067791	02068405	02069277	02069803	02070394	02070919	02071537	02072193
02067800	02068426	02069282	02069812	02070399	02070933	02071547	02072194
02067811	02068433	02069284	02069831	02070412	02070941	02071549	02072195
02067812	02068462	02069288	02069832	02070422	02070942	02071558	02072196
02067825	02068485	02069291	02069843	02070436	02070943	02071565	02072207
02067827	02068514	02069298	02069854	02070450	02070947	02071566	02072211
02067830	02068552	02069322	02069855	02070451	02070948	02071581	02072234
02067836	02068553	02069345	02069856	02070459	02070951	02071607	02072246
02067846	02068586	02069352	02069874	02070460	02070952	02071620	02072247
02067847	02068605	02069353	02069875	02070491	02070957	02071627	02072255
02067860	02068606	02069372	02069896	02070492	02070959	02071650	02072260
02067862	02068624	02069373	02069916	02070508	02070962	02071674	02072261
02067874	02068639	02069374	02069922	02070525	02070964	02071681	02072271
02067875	02068644	02069376	02069925	02070530	02070965	02071683	02072272
02067877	02068659	02069377	02069932	02070531	02070974	02071693	02072273
02067880	02068664	02069390	02069960	02070533	02070975	02071725	02072286
02067898	02068665	02069391	02069964	02070535	02070979	02071733	02072305
02067908	02068702	02069416	02069977	02070559	02071001	02071736	02072316
02067910	02068703	02069420	02069978	02070560	02071002	02071738	02072356
02067911	02068706	02069433	02069981	02070566	02071006	02071743	02072357
02067912	02068713	02069434	02069983	02070567	02071008	02071745	02072364
02067914	02068728	02069435	02069989	02070573	02071019	02071746	02072377
02067916	02068765	02069437	02069990	02070597	02071020	02071750	02072384

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02072389	02072837	02073462	02074114	02074664	02075389	02076158	02076722
02072392	02072838	02073476	02074146	02074666	02075458	02076167	02076726
02072393	02072839	02073489	02074154	02074671	02075474	02076180	02076736
02072394	02072845	02073491	02074161	02074694	02075524	02076198	02076741
02072395	02072846	02073495	02074162	02074730	02075550	02076207	02076747
02072401	02072849	02073500	02074186	02074746	02075553	02076208	02076750
02072428	02072850	02073507	02074189	02074791	02075603	02076210	02076754
02072439	02072854	02073510	02074190	02074812	02075614	02076238	02076755
02072440	02072861	02073513	02074193	02074824	02075638	02076241	02076758
02072451	02072871	02073529	02074194	02074825	02075639	02076242	02076763
02072460	02072881	02073531	02074207	02074837	02075645	02076243	02076764
02072462	02072915	02073546	02074232	02074838	02075649	02076248	02076776
02072463	02072921	02073547	02074233	02074862	02075666	02076266	02076784
02072493	02072924	02073552	02074235	02074876	02075672	02076272	02076786
02072496	02072932	02073572	02074238	02074877	02075677	02076276	02076791
02072497	02072948	02073577	02074253	02074878	02075695	02076277	02076797
02072498	02072979	02073578	02074254	02074885	02075710	02076290	02076829
02072501	02072982	02073582	02074263	02074925	02075716	02076304	02076860
02072544	02073017	02073583	02074268	02074930	02075717	02076306	02076863
02072549	02073020	02073585	02074269	02074944	02075738	02076308	02076875
02072550	02073021	02073586	02074270	02074991	02075740	02076324	02076877
02072559	02073035	02073589	02074278	02074998	02075753	02076330	02076880
02072560	02073041	02073611	02074279	02075000	02075778	02076349	02076885
02072564	02073047	02073614	02074280	02075004	02075781	02076360	02076892
02072567	02073055	02073618	02074282	02075005	02075800	02076361	02076904
02072580	02073068	02073670	02074285	02075010	02075808	02076370	02076932
02072582	02073083	02073692	02074294	02075013	02075815	02076401	02076946
02072588	02073087	02073712	02074359	02075015	02075826	02076402	02076968
02072600	02073092	02073780	02074361	02075021	02075832	02076409	02076993
02072636	02073094	02073781	02074370	02075023	02075855	02076412	02076997
02072641	02073097	02073822	02074371	02075028	02075857	02076419	02076998
02072656	02073098	02073825	02074372	02075037	02075868	02076431	02076999
02072659	02073122	02073845	02074378	02075042	02075896	02076442	02077007
02072661	02073166	02073858	02074382	02075062	02075899	02076479	02077013
02072666	02073175	02073869	02074384	02075073	02075903	02076488	02077014
02072680	02073176	02073877	02074386	02075074	02075908	02076493	02077021
02072699	02073177	02073887	02074392	02075076	02075909	02076495	02077022
02072702	02073192	02073888	02074395	02075080	02075925	02076497	02077033
02072709	02073212	02073890	02074405	02075082	02075926	02076508	02077040
02072721	02073213	02073893	02074450	02075123	02075932	02076513	02077047
02072730	02073225	02073917	02074453	02075129	02075939	02076514	02077061
02072731	02073229	02073918	02074454	02075142	02075940	02076528	02077075
02072737	02073238	02073920	02074462	02075146	02075941	02076536	02077078
02072738	02073239	02073952	02074481	02075147	02075943	02076539	02077092
02072744	02073243	02073953	02074499	02075164	02075946	02076558	02077113
02072745	02073281	02073964	02074502	02075173	02075992	02076581	02077133
02072746	02073293	02073968	02074505	02075211	02076014	02076588	02077147
02072749	02073335	02073981	02074510	02075214	02076015	02076592	02077189
02072750	02073349	02073988	02074519	02075219	02076041	02076594	02077194
02072769	02073355	02073989	02074520	02075223	02076043	02076603	02077195
02072781	02073358	02074002	02074525	02075227	02076047	02076613	02077214
02072782	02073371	02074003	02074526	02075232	02076052	02076635	02077224
02072783	02073377	02074044	02074537	02075233	02076053	02076642	02077228
02072784	02073381	02074045	02074548	02075240	02076095	02076660	02077229
02072785	02073390	02074050	02074556	02075241	02076100	02076666	02077235
02072792	02073399	02074063	02074557	02075248	02076105	02076667	02077236
02072803	02073430	02074065	02074575	02075258	02076117	02076677	02077247
02072810	02073443	02074093	02074582	02075261	02076123	02076690	02077248
02072826	02073444	02074095	02074591	02075340	02076124	02076703	02077252
02072827	02073448	02074098	02074620	02075361	02076132	02076712	02077253
02072832	02073460	02074106	02074642	02075372	02076140	02076714	02077259
02072836	02073461	02074113	02074644	02075379	02076157	02076721	02077262

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02077263	02077915	02078539	02079187	02079749	02080451	02080988	02081653
02077271	02077917	02078543	02079188	02079764	02080460	02080989	02081654
02077327	02077920	02078544	02079196	02079819	02080475	02080999	02081668
02077349	02077925	02078545	02079198	02079859	02080481	02081019	02081675
02077354	02077967	02078623	02079200	02079860	02080489	02081022	02081678
02077374	02077969	02078630	02079203	02079862	02080490	02081023	02081679
02077375	02077976	02078658	02079205	02079887	02080504	02081024	02081681
02077381	02077978	02078676	02079208	02079891	02080505	02081034	02081684
02077384	02077994	02078704	02079210	02079900	02080511	02081039	02081704
02077408	02077995	02078706	02079223	02079910	02080512	02081049	02081706
02077439	02078052	02078712	02079235	02079911	02080513	02081050	02081736
02077447	02078056	02078722	02079236	02079978	02080519	02081055	02081744
02077448	02078059	02078740	02079272	02079979	02080542	02081056	02081757
02077464	02078075	02078765	02079287	02079986	02080543	02081076	02081760
02077490	02078077	02078770	02079288	02079998	02080558	02081077	02081783
02077515	02078084	02078771	02079289	02080000	02080576	02081078	02081786
02077516	02078085	02078782	02079352	02080010	02080577	02081085	02081808
02077519	02078086	02078798	02079357	02080012	02080581	02081096	02081819
02077529	02078102	02078799	02079360	02080014	02080584	02081102	02081822
02077531	02078104	02078806	02079362	02080019	02080585	02081109	02081834
02077540	02078107	02078812	02079369	02080030	02080596	02081161	02081868
02077546	02078111	02078814	02079376	02080032	02080599	02081163	02081873
02077564	02078122	02078822	02079425	02080033	02080601	02081168	02081881
02077588	02078140	02078823	02079426	02080035	02080602	02081171	02081910
02077589	02078161	02078831	02079463	02080039	02080626	02081172	02081913
02077590	02078167	02078835	02079471	02080043	02080632	02081175	02081914
02077593	02078182	02078836	02079478	02080090	02080652	02081184	02081921
02077594	02078184	02078839	02079480	02080094	02080653	02081186	02081926
02077595	02078197	02078840	02079491	02080127	02080654	02081193	02081931
02077607	02078212	02078841	02079496	02080129	02080655	02081198	02081941
02077612	02078214	02078848	02079498	02080138	02080668	02081199	02081981
02077613	02078222	02078863	02079499	02080150	02080702	02081227	02082032
02077616	02078233	02078868	02079518	02080152	02080714	02081233	02082034
02077627	02078237	02078909	02079519	02080156	02080715	02081241	02082037
02077628	02078240	02078913	02079525	02080157	02080718	02081248	02082045
02077649	02078292	02078945	02079526	02080158	02080733	02081253	02082092
02077650	02078311	02078946	02079540	02080160	02080760	02081280	02082094
02077663	02078341	02078960	02079541	02080163	02080763	02081311	02082106
02077670	02078342	02078967	02079554	02080167	02080766	02081344	02082112
02077672	02078350	02078978	02079575	02080168	02080769	02081346	02082115
02077675	02078357	02078986	02079608	02080169	02080770	02081364	02082116
02077679	02078358	02078995	02079609	02080173	02080775	02081370	02082117
02077680	02078383	02079012	02079612	02080177	02080801	02081396	02082119
02077699	02078392	02079019	02079614	02080195	02080806	02081404	02082122
02077718	02078399	02079053	02079616	02080200	02080822	02081434	02082127
02077728	02078402	02079055	02079617	02080201	02080828	02081445	02082137
02077740	02078406	02079057	02079637	02080203	02080833	02081446	02082147
02077763	02078411	02079059	02079645	02080211	02080842	02081455	02082148
02077767	02078414	02079073	02079647	02080214	02080849	02081459	02082158
02077789	02078444	02079105	02079651	02080227	02080855	02081466	02082186
02077791	02078455	02079106	02079657	02080235	02080862	02081488	02082190
02077808	02078458	02079117	02079658	02080239	02080869	02081490	02082192
02077830	02078462	02079129	02079663	02080242	02080886	02081497	02082199
02077842	02078466	02079134	02079664	02080254	02080894	02081511	02082251
02077843	02078467	02079139	02079668	02080258	02080897	02081531	02082252
02077856	02078470	02079142	02079670	02080263	02080910	02081532	02082268
02077865	02078485	02079159	02079677	02080264	02080914	02081564	02082273
02077873	02078486	02079160	02079724	02080266	02080923	02081569	02082284
02077875	02078490	02079161	02079734	02080309	02080936	02081571	02082298
02077878	02078494	02079165	02079738	02080402	02080943	02081587	02082309
02077879	02078521	02079167	02079739	02080438	02080965	02081589	02082313
02077899	02078524	02079186	02079740	02080443	02080976	02081629	02082316

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02082317	02082886	02083597	02084322	02084942	02085553	02086190	02086802
02082326	02082899	02083609	02084332	02084945	02085554	02086217	02086809
02082332	02082914	02083610	02084335	02084947	02085558	02086231	02086811
02082352	02082956	02083611	02084336	02084949	02085559	02086236	02086815
02082355	02082957	02083613	02084341	02084958	02085584	02086237	02086818
02082387	02082965	02083634	02084345	02084967	02085586	02086268	02086832
02082392	02082977	02083686	02084346	02084989	02085589	02086289	02086842
02082399	02083001	02083698	02084352	02084991	02085590	02086296	02086844
02082405	02083002	02083699	02084368	02085003	02085592	02086298	02086850
02082406	02083010	02083703	02084378	02085031	02085636	02086305	02086867
02082411	02083032	02083704	02084388	02085032	02085638	02086312	02086869
02082412	02083034	02083765	02084389	02085033	02085662	02086322	02086871
02082422	02083047	02083766	02084394	02085035	02085665	02086323	02086875
02082424	02083048	02083772	02084398	02085038	02085666	02086346	02086909
02082425	02083066	02083776	02084402	02085039	02085669	02086355	02086917
02082460	02083086	02083785	02084405	02085040	02085683	02086359	02086973
02082461	02083087	02083811	02084411	02085046	02085689	02086361	02086990
02082462	02083092	02083843	02084413	02085062	02085698	02086362	02086994
02082463	02083094	02083890	02084415	02085066	02085707	02086371	02086995
02082464	02083095	02083903	02084437	02085096	02085708	02086372	02087001
02082465	02083099	02083913	02084479	02085097	02085709	02086375	02087009
02082466	02083153	02083952	02084480	02085101	02085714	02086377	02087015
02082482	02083172	02083971	02084484	02085108	02085719	02086379	02087023
02082490	02083179	02083982	02084504	02085117	02085725	02086380	02087044
02082506	02083181	02083991	02084535	02085118	02085734	02086421	02087067
02082522	02083184	02083994	02084550	02085122	02085783	02086432	02087074
02082532	02083193	02083998	02084573	02085131	02085792	02086434	02087075
02082543	02083209	02084000	02084579	02085141	02085837	02086458	02087079
02082564	02083215	02084001	02084580	02085146	02085849	02086464	02087107
02082565	02083225	02084009	02084586	02085147	02085857	02086467	02087117
02082569	02083234	02084012	02084587	02085155	02085868	02086468	02087118
02082588	02083246	02084017	02084596	02085165	02085878	02086469	02087136
02082595	02083258	02084023	02084630	02085167	02085879	02086471	02087140
02082619	02083260	02084029	02084642	02085178	02085912	02086500	02087143
02082625	02083261	02084031	02084661	02085179	02085954	02086505	02087166
02082626	02083270	02084037	02084663	02085182	02085955	02086543	02087175
02082627	02083280	02084050	02084683	02085188	02085977	02086565	02087176
02082654	02083281	02084057	02084701	02085190	02085979	02086578	02087190
02082688	02083285	02084060	02084712	02085231	02085985	02086587	02087209
02082695	02083291	02084070	02084714	02085235	02085989	02086593	02087263
02082701	02083292	02084071	02084716	02085236	02086003	02086613	02087268
02082717	02083300	02084072	02084720	02085238	02086043	02086622	02087272
02082728	02083337	02084073	02084749	02085240	02086048	02086626	02087303
02082730	02083344	02084080	02084762	02085247	02086052	02086634	02087314
02082731	02083349	02084084	02084763	02085255	02086076	02086639	02087329
02082748	02083356	02084087	02084771	02085256	02086081	02086640	02087335
02082751	02083363	02084134	02084775	02085276	02086096	02086659	02087349
02082752	02083389	02084183	02084776	02085314	02086097	02086662	02087350
02082758	02083404	02084205	02084779	02085341	02086103	02086667	02087379
02082759	02083414	02084207	02084780	02085342	02086104	02086702	02087380
02082760	02083423	02084231	02084783	02085395	02086105	02086706	02087381
02082775	02083427	02084234	02084817	02085413	02086115	02086712	02087382
02082782	02083448	02084261	02084819	02085426	02086117	02086717	02087423
02082783	02083489	02084264	02084881	02085470	02086119	02086719	02087425
02082788	02083490	02084265	02084882	02085484	02086120	02086722	02087433
02082795	02083516	02084270	02084903	02085485	02086121	02086735	02087434
02082800	02083532	02084274	02084907	02085488	02086140	02086741	02087447
02082801	02083571	02084301	02084909	02085499	02086155	02086757	02087448
02082809	02083577	02084306	02084914	02085501	02086160	02086760	02087452
02082816	02083578	02084319	02084926	02085504	02086171	02086787	02087457
02082842	02083584	02084320	02084937	02085506	02086184	02086793	02087459
02082880	02083596	02084321	02084939	02085510	02086186	02086794	02087461

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02087484	02088180	02088898	02089560	02090122	02090410	02090717	02091116
02087516	02088196	02088904	02089563	02090123	02090411	02090729	02091117
02087521	02088212	02088907	02089566	02090126	02090412	02090731	02091119
02087522	02088222	02088914	02089578	02090141	02090420	02090732	02091121
02087523	02088231	02088921	02089584	02090145	02090428	02090734	02091133
02087528	02088232	02088931	02089590	02090147	02090442	02090751	02091134
02087538	02088234	02088938	02089591	02090154	02090444	02090755	02091143
02087566	02088238	02088958	02089593	02090155	02090445	02090762	02091144
02087579	02088269	02088972	02089602	02090157	02090449	02090764	02091159
02087589	02088275	02089005	02089603	02090166	02090450	02090777	02091165
02087593	02088276	02089006	02089637	02090168	02090452	02090798	02091177
02087594	02088288	02089013	02089681	02090170	02090454	02090805	02091178
02087595	02088292	02089019	02089682	02090172	02090455	02090810	02091184
02087622	02088293	02089030	02089685	02090191	02090459	02090813	02091185
02087656	02088314	02089031	02089703	02090194	02090477	02090817	02091208
02087661	02088325	02089050	02089708	02090205	02090484	02090819	02091214
02087675	02088336	02089059	02089709	02090215	02090485	02090824	02091215
02087682	02088342	02089069	02089721	02090216	02090487	02090835	02091225
02087695	02088356	02089071	02089752	02090217	02090489	02090837	02091228
02087722	02088384	02089075	02089753	02090223	02090492	02090838	02091229
02087723	02088392	02089110	02089754	02090226	02090496	02090841	02091230
02087735	02088426	02089111	02089761	02090227	02090501	02090854	02091232
02087736	02088427	02089114	02089768	02090231	02090503	02090864	02091251
02087737	02088441	02089121	02089840	02090239	02090506	02090865	02091252
02087750	02088444	02089128	02089841	02090240	02090509	02090866	02091267
02087751	02088471	02089129	02089864	02090245	02090513	02090879	02091272
02087797	02088475	02089142	02089866	02090247	02090524	02090897	02091273
02087802	02088477	02089143	02089872	02090255	02090526	02090909	02091281
02087812	02088497	02089150	02089880	02090257	02090530	02090912	02091288
02087813	02088510	02089182	02089881	02090262	02090532	02090916	02091303
02087814	02088512	02089183	02089898	02090263	02090540	02090917	02091312
02087832	02088518	02089198	02089921	02090265	02090544	02090921	02091315
02087847	02088520	02089248	02089923	02090266	02090553	02090923	02091316
02087849	02088533	02089252	02089930	02090268	02090555	02090924	02091320
02087854	02088544	02089253	02089938	02090274	02090560	02090925	02091331
02087855	02088572	02089267	02089942	02090280	02090568	02090939	02091351
02087867	02088574	02089295	02089992	02090287	02090580	02090941	02091359
02087885	02088599	02089300	02090001	02090289	02090581	02090946	02091368
02087928	02088604	02089302	02090002	02090292	02090586	02090960	02091378
02087931	02088616	02089303	02090003	02090295	02090601	02090970	02091389
02087943	02088617	02089305	02090007	02090300	02090615	02090973	02091401
02087948	02088643	02089306	02090016	02090307	02090616	02090981	02091402
02087949	02088660	02089315	02090024	02090309	02090632	02090990	02091408
02087950	02088677	02089352	02090030	02090314	02090638	02090992	02091409
02087969	02088734	02089353	02090039	02090322	02090640	02091001	02091415
02087995	02088740	02089418	02090048	02090327	02090643	02091014	02091435
02088001	02088745	02089453	02090052	02090328	02090646	02091021	02091441
02088002	02088763	02089454	02090053	02090329	02090658	02091036	02091448
02088004	02088793	02089457	02090055	02090337	02090669	02091038	02091449
02088044	02088795	02089461	02090060	02090344	02090670	02091045	02091453
02088045	02088801	02089491	02090061	02090346	02090682	02091046	02091454
02088104	02088805	02089492	02090063	02090350	02090684	02091060	02091455
02088115	02088821	02089495	02090075	02090352	02090686	02091068	02091457
02088126	02088829	02089499	02090076	02090353	02090688	02091074	02091458
02088145	02088836	02089500	02090081	02090364	02090689	02091075	02091486
02088147	02088837	02089513	02090090	02090367	02090694	02091082	02091494
02088162	02088839	02089515	02090093	02090370	02090695	02091088	02091515
02088163	02088840	02089518	02090094	02090372	02090705	02091089	02091518
02088169	02088858	02089524	02090102	02090374	02090707	02091090	02091526
02088174	02088861	02089527	02090109	02090375	02090710	02091097	02091528
02088175	02088885	02089534	02090114	02090388	02090711	02091098	02091534
02088179	02088886	02089538	02090119	02090402	02090713	02091108	02091537

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02091543	02091837	02093588	02093991	02094561	02094905	02100467	02101163
02091547	02091852	02093593	02093992	02094572	02094907	02100473	02101164
02091551	02091855	02093598	02093998	02094576	02094908	02100501	02101168
02091572	02091867	02093604	02093999	02094583	02094910	02100511	02101176
02091573	02091872	02093605	02094001	02094599	02094911	02100515	02101182
02091581	02091874	02093619	02094005	02094602	02094938	02100530	02101222
02091583	02091888	02093632	02094007	02094611	02094942	02100559	02101227
02091585	02091895	02093634	02094010	02094615	02094948	02100564	02101229
02091586	02091902	02093636	02094016	02094617	02094949	02100570	02101234
02091588	02091921	02093644	02094021	02094622	02094951	02100574	02101241
02091589	02091923	02093652	02094022	02094625	02094952	02100581	02101295
02091590	02091924	02093660	02094034	02094627	02094953	02100583	02101298
02091591	02091925	02093661	02094039	02094634	02094964	02100591	02101300
02091610	02091933	02093662	02094050	02094637	02094965	02100618	02101309
02091613	02091934	02093665	02094056	02094657	02094969	02100621	02101338
02091614	02091941	02093666	02094057	02094668	02094974	02100625	02101339
02091621	02091943	02093691	02094070	02094672	02094975	02100632	02101346
02091626	02091951	02093692	02094078	02094680	02094983	02100637	02101359
02091636	02091954	02093696	02094083	02094682	02094987	02100642	02101371
02091645	02091955	02093701	02094084	02094685	02094995	02100643	02101376
02091649	02091956	02093708	02094095	02094687	02100006	02100644	02101388
02091669	02091957	02093713	02094121	02094698	02100025	02100672	02101418
02091670	02093335	02093716	02094122	02094712	02100029	02100688	02101421
02091672	02093346	02093718	02094136	02094718	02100033	02100692	02101422
02091678	02093354	02093719	02094341	02094720	02100036	02100713	02101423
02091685	02093378	02093721	02094346	02094724	02100037	02100714	02101431
02091686	02093391	02093728	02094352	02094725	02100038	02100723	02101442
02091694	02093405	02093731	02094353	02094736	02100041	02100731	02101444
02091706	02093407	02093732	02094367	02094742	02100042	02100733	02101445
02091708	02093408	02093744	02094370	02094743	02100044	02100743	02101451
02091710	02093411	02093746	02094375	02094749	02100046	02100746	02101457
02091712	02093412	02093750	02094392	02094750	02100054	02100784	02101468
02091724	02093416	02093754	02094394	02094754	02100060	02100789	02101473
02091725	02093419	02093767	02094395	02094757	02100080	02100791	02101503
02091727	02093424	02093771	02094399	02094767	02100089	02100792	02101507
02091731	02093425	02093775	02094406	02094768	02100102	02100800	02101515
02091733	02093443	02093814	02094421	02094769	02100114	02100828	02101526
02091740	02093454	02093816	02094429	02094771	02100139	02100832	02101551
02091744	02093455	02093817	02094432	02094781	02100141	02100835	02101561
02091745	02093458	02093819	02094433	02094787	02100146	02100838	02101566
02091748	02093464	02093825	02094435	02094790	02100173	02100844	02101574
02091752	02093468	02093830	02094440	02094793	02100190	02100852	02101599
02091756	02093470	02093834	02094441	02094798	02100199	02100860	02101600
02091758	02093477	02093835	02094456	02094809	02100210	02100930	02101607
02091760	02093483	02093848	02094458	02094811	02100222	02100933	02101610
02091773	02093486	02093854	02094465	02094812	02100232	02100935	02101668
02091774	02093491	02093881	02094476	02094815	02100240	02100968	02101709
02091775	02093496	02093897	02094481	02094816	02100260	02100975	02101711
02091778	02093504	02093901	02094484	02094820	02100289	02100976	02101716
02091779	02093510	02093907	02094486	02094824	02100293	02100984	02101717
02091791	02093516	02093923	02094491	02094826	02100322	02100995	02101730
02091796	02093520	02093938	02094501	02094832	02100352	02100996	02101731
02091797	02093534	02093940	02094503	02094833	02100356	02101012	02101745
02091800	02093536	02093949	02094515	02094842	02100361	02101017	02101751
02091802	02093540	02093953	02094524	02094844	02100362	02101029	02101752
02091806	02093543	02093954	02094525	02094848	02100366	02101048	02101760
02091809	02093544	02093959	02094531	02094851	02100367	02101066	02101762
02091811	02093546	02093970	02094534	02094855	02100368	02101072	02101770
02091813	02093562	02093975	02094543	02094880	02100387	02101074	02101771
02091821	02093563	02093977	02094544	02094889	02100416	02101102	02101783
02091822	02093580	02093982	02094547	02094896	02100453	02101104	02101794
02091824	02093585	02093986	02094558	02094898	02100459	02101126	02101796

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02101799	02102339	02103000	02103899	02104663	02105265	02105729	02106191
02101803	02102341	02103010	02103924	02104685	02105266	02105730	02106202
02101810	02102354	02103044	02103948	02104714	02105267	02105752	02106203
02101812	02102358	02103051	02103952	02104738	02105275	02105753	02106212
02101821	02102365	02103055	02103986	02104763	02105277	02105762	02106220
02101822	02102375	02103096	02103988	02104764	02105278	02105763	02106232
02101829	02102376	02103099	02103989	02104767	02105306	02105784	02106235
02101858	02102442	02103100	02103994	02104780	02105307	02105785	02106241
02101864	02102453	02103122	02103996	02104782	02105309	02105792	02106258
02101872	02102457	02103138	02104000	02104784	02105317	02105801	02106266
02101902	02102458	02103140	02104027	02104804	02105333	02105828	02106267
02101903	02102463	02103148	02104071	02104805	02105337	02105830	02106279
02101937	02102464	02103152	02104073	02104806	02105339	02105832	02106280
02101943	02102468	02103171	02104092	02104853	02105343	02105835	02106281
02101969	02102491	02103185	02104093	02104864	02105344	02105845	02106282
02102009	02102497	02103190	02104094	02104865	02105346	02105848	02106285
02102013	02102510	02103197	02104097	02104867	02105353	02105877	02106293
02102016	02102544	02103200	02104098	02104905	02105399	02105878	02106294
02102018	02102548	02103204	02104104	02104907	02105401	02105879	02106295
02102047	02102576	02103205	02104112	02104928	02105402	02105881	02106296
02102057	02102585	02103213	02104119	02104929	02105415	02105889	02106304
02102068	02102606	02103230	02104144	02104930	02105416	02105897	02106305
02102071	02102608	02103258	02104150	02104931	02105417	02105907	02106311
02102075	02102609	02103269	02104162	02104933	02105425	02105909	02106312
02102088	02102612	02103298	02104168	02104936	02105453	02105914	02106324
02102089	02102616	02103299	02104188	02104973	02105454	02105917	02106326
02102091	02102621	02103300	02104191	02105007	02105456	02105923	02106328
02102110	02102624	02103335	02104230	02105017	02105459	02105934	02106330
02102112	02102649	02103372	02104231	02105018	02105467	02105943	02106339
02102118	02102660	02103373	02104265	02105053	02105480	02105944	02106344
02102122	02102685	02103419	02104266	02105062	02105482	02105947	02106348
02102124	02102688	02103426	02104275	02105064	02105484	02105950	02106349
02102125	02102697	02103428	02104278	02105065	02105502	02105959	02106350
02102128	02102700	02103437	02104301	02105080	02105506	02105960	02106360
02102133	02102708	02103449	02104313	02105093	02105508	02105973	02106361
02102144	02102734	02103470	02104327	02105106	02105510	02105981	02106362
02102150	02102739	02103502	02104343	02105116	02105511	02105993	02106368
02102161	02102740	02103516	02104344	02105119	02105538	02106013	02106373
02102168	02102752	02103530	02104351	02105122	02105544	02106032	02106377
02102169	02102758	02103544	02104376	02105123	02105552	02106048	02106392
02102172	02102760	02103546	02104385	02105127	02105587	02106054	02106412
02102175	02102780	02103560	02104411	02105137	02105598	02106055	02106414
02102176	02102781	02103567	02104433	02105143	02105617	02106066	02106425
02102180	02102782	02103626	02104435	02105146	02105618	02106067	02106429
02102205	02102784	02103644	02104447	02105147	02105621	02106074	02106430
02102206	02102796	02103645	02104472	02105148	02105628	02106080	02106432
02102209	02102798	02103656	02104476	02105149	02105642	02106082	02106447
02102210	02102823	02103657	02104490	02105150	02105646	02106083	02106455
02102213	02102827	02103658	02104501	02105157	02105647	02106084	02106456
02102214	02102848	02103687	02104527	02105162	02105657	02106088	02106460
02102238	02102868	02103749	02104599	02105163	02105664	02106089	02106473
02102241	02102901	02103809	02104600	02105171	02105673	02106095	02106480
02102242	02102906	02103812	02104602	02105178	02105695	02106097	02106482
02102283	02102937	02103816	02104605	02105179	02105700	02106099	02106492
02102291	02102938	02103819	02104613	02105188	02105701	02106100	02106496
02102292	02102958	02103821	02104614	02105190	02105703	02106127	02106502
02102299	02102959	02103834	02104622	02105193	02105705	02106164	02106503
02102300	02102960	02103835	02104644	02105194	02105710	02106165	02106505
02102301	02102970	02103858	02104646	02105219	02105722	02106177	02106506
02102305	02102974	02103874	02104647	02105250	02105725	02106178	02106510
02102322	02102987	02103882	02104651	02105262	02105726	02106179	02106514
02102337	02102997	02103895	02104659	02105263	02105728	02106180	02106526

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02106532	02107100	02107419	02107926	02108487	02108908	02109488	02110420
02106533	02107106	02107434	02107943	02108488	02108909	02109492	02110423
02106534	02107107	02107469	02107963	02108489	02108919	02109515	02110443
02106539	02107112	02107484	02108109	02108492	02108951	02109522	02110449
02106540	02107124	02107494	02108153	02108501	02108956	02109536	02110450
02106556	02107126	02107500	02108154	02108512	02108957	02109554	02110460
02106574	02107127	02107502	02108162	02108514	02108979	02109558	02110470
02106765	02107128	02107506	02108179	02108515	02108997	02109559	02110472
02106767	02107130	02107507	02108187	02108516	02109018	02109582	02110485
02106771	02107153	02107509	02108189	02108524	02109032	02109591	02110532
02106772	02107161	02107512	02108192	02108533	02109044	02109592	02110543
02106773	02107166	02107529	02108196	02108542	02109073	02109603	02110546
02106775	02107170	02107530	02108209	02108552	02109076	02109620	02110603
02106785	02107181	02107537	02108222	02108553	02109095	02109621	02110645
02106795	02107194	02107561	02108229	02108554	02109183	02109626	02110649
02106796	02107196	02107564	02108230	02108579	02109195	02109643	02110670
02106797	02107216	02107569	02108231	02108591	02109198	02109651	02110683
02106802	02107220	02107576	02108232	02108603	02109203	02109657	02110702
02106803	02107236	02107577	02108235	02108604	02109204	02109668	02110708
02106809	02107237	02107580	02108236	02108615	02109212	02109669	02110728
02106810	02107238	02107592	02108237	02108616	02109232	02109676	02110736
02106820	02107239	02107611	02108238	02108617	02109245	02109687	02110750
02106836	02107243	02107617	02108250	02108621	02109250	02109692	02110753
02106837	02107245	02107631	02108253	02108623	02109254	02109708	02110764
02106858	02107252	02107635	02108255	02108628	02109256	02109749	02110765
02106878	02107254	02107644	02108256	02108634	02109261	02109810	02110807
02106881	02107255	02107645	02108267	02108635	02109262	02110002	02110808
02106884	02107256	02107654	02108276	02108636	02109280	02110003	02110815
02106889	02107258	02107661	02108279	02108638	02109289	02110042	02110821
02106894	02107259	02107664	02108286	02108639	02109306	02110050	02110825
02106896	02107260	02107670	02108287	02108643	02109307	02110055	02110837
02106897	02107261	02107677	02108289	02108649	02109309	02110061	02110839
02106904	02107276	02107695	02108297	02108669	02109312	02110065	02110841
02106930	02107277	02107703	02108300	02108678	02109314	02110115	02110869
02106953	02107280	02107705	02108302	02108679	02109315	02110116	02110873
02106960	02107281	02107720	02108304	02108702	02109316	02110117	02110879
02106966	02107301	02107733	02108317	02108703	02109319	02110127	02110889
02106967	02107304	02107738	02108328	02108725	02109323	02110147	02110909
02106969	02107305	02107740	02108334	02108727	02109326	02110175	02110910
02106970	02107307	02107747	02108341	02108730	02109369	02110186	02110957
02106972	02107310	02107748	02108350	02108743	02109370	02110193	02110961
02106976	02107315	02107752	02108352	02108772	02109372	02110201	02110965
02106978	02107317	02107753	02108353	02108774	02109374	02110209	02111006
02107004	02107320	02107757	02108354	02108778	02109380	02110210	02111023
02107006	02107324	02107758	02108364	02108781	02109386	02110232	02111042
02107015	02107329	02107759	02108372	02108782	02109397	02110243	02111043
02107017	02107331	02107762	02108376	02108783	02109399	02110255	02111069
02107018	02107340	02107790	02108378	02108791	02109403	02110257	02111074
02107036	02107346	02107797	02108379	02108821	02109406	02110268	02111084
02107039	02107348	02107798	02108388	02108842	02109407	02110298	02111085
02107053	02107355	02107816	02108391	02108843	02109409	02110305	02111107
02107054	02107356	02107817	02108396	02108847	02109410	02110307	02111112
02107056	02107360	02107818	02108397	02108848	02109421	02110308	02111115
02107057	02107361	02107819	02108398	02108854	02109424	02110317	02111117
02107058	02107386	02107860	02108420	02108858	02109425	02110330	02111139
02107061	02107387	02107866	02108421	02108862	02109426	02110344	02111146
02107068	02107406	02107867	02108423	02108882	02109452	02110347	02111148
02107070	02107408	02107868	02108446	02108898	02109467	02110360	02111151
02107073	02107409	02107869	02108451	02108899	02109474	02110367	02111155
02107074	02107413	02107898	02108463	02108905	02109478	02110396	02111163
02107075	02107417	02107908	02108467	02108906	02109484	02110408	02111164
02107078	02107418	02107909	02108472	02108907	02109485	02110410	02111166

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02111169	02111966	02112576	02115355	02116014	02116781	02117563	02118268
02111173	02111969	02112577	02115394	02116032	02116784	02117576	02118287
02111216	02111997	02112579	02115405	02116044	02116796	02117588	02118288
02111242	02111998	02112585	02115407	02116046	02116802	02117589	02118289
02111279	02112006	02112599	02115409	02116064	02116803	02117598	02118298
02111296	02112048	02112601	02115414	02116070	02116804	02117608	02118299
02111315	02112050	02112604	02115416	02116112	02116812	02117609	02118311
02111337	02112059	02112605	02115423	02116118	02116859	02117625	02118316
02111341	02112070	02112606	02115424	02116127	02116868	02117638	02118337
02111353	02112075	02112623	02115431	02116136	02116889	02117639	02118391
02111354	02112076	02112630	02115447	02116142	02116910	02117642	02118437
02111365	02112094	02112667	02115451	02116180	02116911	02117643	02118467
02111375	02112098	02112704	02115467	02116189	02116944	02117651	02118473
02111386	02112099	02112705	02115470	02116205	02116956	02117655	02118474
02111388	02112104	02112707	02115483	02116216	02116962	02117663	02118480
02111406	02112105	02112709	02115518	02116226	02116967	02117673	02118506
02111424	02112120	02112740	02115552	02116236	02116972	02117674	02118526
02111425	02112135	02112753	02115568	02116243	02116984	02117702	02118531
02111453	02112144	02112760	02115569	02116248	02116989	02117719	02118534
02111462	02112152	02112783	02115581	02116253	02117002	02117739	02118535
02111464	02112153	02112803	02115586	02116260	02117005	02117744	02118537
02111471	02112160	02112807	02115626	02116262	02117025	02117747	02118557
02111472	02112161	02112819	02115635	02116263	02117032	02117766	02118565
02111487	02112186	02112831	02115636	02116267	02117037	02117775	02118587
02111490	02112215	02112866	02115651	02116278	02117057	02117776	02118594
02111501	02112219	02112873	02115652	02116295	02117058	02117792	02118595
02111519	02112238	02112874	02115664	02116302	02117104	02117793	02118620
02111532	02112254	02112881	02115668	02116321	02117114	02117808	02118627
02111543	02112260	02112885	02115700	02116343	02117127	02117813	02118628
02111544	02112266	02112887	02115725	02116352	02117150	02117839	02118632
02111563	02112274	02112894	02115734	02116364	02117178	02117842	02118636
02111624	02112277	02112905	02115748	02116377	02117183	02117862	02118658
02111628	02112284	02112906	02115749	02116393	02117194	02117868	02118662
02111635	02112288	02112936	02115753	02116416	02117203	02117911	02118716
02111637	02112310	02115004	02115761	02116419	02117207	02117926	02118761
02111664	02112346	02115016	02115767	02116421	02117239	02117930	02118776
02111681	02112377	02115025	02115773	02116438	02117243	02117935	02118777
02111682	02112379	02115031	02115795	02116483	02117248	02117952	02118778
02111693	02112386	02115043	02115802	02116496	02117268	02117964	02118799
02111702	02112388	02115054	02115825	02116500	02117278	02117971	02118831
02111711	02112394	02115055	02115832	02116502	02117286	02117982	02118832
02111713	02112395	02115080	02115836	02116503	02117287	02117989	02118845
02111722	02112396	02115093	02115837	02116504	02117294	02117991	02118846
02111757	02112399	02115106	02115842	02116510	02117306	02117993	02118853
02111764	02112402	02115107	02115847	02116558	02117307	02117997	02118867
02111772	02112406	02115122	02115852	02116562	02117315	02118005	02118868
02111783	02112412	02115123	02115868	02116575	02117360	02118025	02118871
02111795	02112429	02115132	02115872	02116593	02117361	02118039	02118898
02111811	02112459	02115155	02115878	02116601	02117364	02118050	02118905
02111812	02112468	02115170	02115908	02116612	02117370	02118061	02118922
02111813	02112480	02115174	02115918	02116623	02117371	02118071	02118925
02111822	02112485	02115185	02115920	02116630	02117396	02118076	02118931
02111833	02112502	02115210	02115922	02116632	02117405	02118121	02118941
02111838	02112518	02115238	02115938	02116666	02117408	02118125	02118942
02111870	02112543	02115241	02115939	02116670	02117428	02118161	02118944
02111887	02112544	02115242	02115948	02116672	02117439	02118178	02118946
02111897	02112549	02115268	02115980	02116689	02117440	02118179	02118959
02111910	02112550	02115278	02115981	02116733	02117488	02118214	02118963
02111947	02112556	02115310	02115982	02116753	02117498	02118221	02118966
02111954	02112560	02115331	02115987	02116755	02117522	02118242	02118967
02111958	02112561	02115338	02115994	02116770	02117524	02118256	02118979
02111965	02112562	02115344	02116006	02116773	02117552	02118267	02118980

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02118981	02119582	02120025	02120805	02121640	02122538	02123189	02125397
02118988	02119583	02120032	02120807	02121643	02122548	02123204	02125424
02118999	02119584	02120042	02120819	02121656	02122549	02123207	02125427
02119023	02119588	02120049	02120820	02121663	02122592	02123210	02125470
02119070	02119616	02120058	02120823	02121680	02122612	02123214	02125474
02119082	02119627	02120068	02120844	02121695	02122615	02123237	02125483
02119084	02119633	02120083	02120845	02122102	02122616	02123244	02125489
02119113	02119634	02120085	02120849	02122122	02122632	02123245	02125493
02119118	02119661	02120086	02120850	02122149	02122665	02123271	02125510
02119119	02119669	02120087	02120855	02122153	02122677	02123278	02125511
02119120	02119678	02120091	02120858	02122154	02122678	02123294	02125517
02119142	02119685	02120096	02120875	02122156	02122685	02123295	02125522
02119144	02119691	02120097	02120896	02122161	02122691	02123306	02125523
02119151	02119693	02120099	02120921	02122164	02122693	02123332	02125525
02119155	02119702	02120100	02120926	02122165	02122698	02123336	02125526
02119171	02119711	02120101	02120950	02122175	02122700	02123337	02125531
02119179	02119712	02120103	02120951	02122184	02122702	02123361	02125539
02119226	02119713	02120104	02120953	02122188	02122712	02123367	02125542
02119244	02119716	02120106	02120954	02122226	02122713	02123368	02125548
02119260	02119728	02120107	02120980	02122227	02122715	02123371	02125555
02119287	02119730	02120109	02120982	02122228	02122721	02123372	02125589
02119304	02119734	02120116	02120991	02122246	02122722	02123377	02125591
02119325	02119745	02120121	02120993	02122251	02122724	02123393	02125645
02119327	02119772	02120122	02120998	02122265	02122728	02123399	02125650
02119328	02119794	02120133	02121004	02122266	02122764	02123400	02125653
02119330	02119795	02120140	02121011	02122267	02122776	02123401	02125677
02119333	02119801	02120151	02121017	02122273	02122780	02123403	02125684
02119335	02119817	02120160	02121018	02122275	02122781	02123404	02125698
02119346	02119827	02120165	02121024	02122277	02122782	02123408	02125723
02119354	02119828	02120171	02121026	02122278	02122790	02123409	02125725
02119355	02119833	02120172	02121029	02122279	02122797	02123411	02125730
02119362	02119836	02120179	02121030	02122281	02122805	02125008	02125731
02119363	02119839	02120185	02121042	02122290	02122812	02125009	02125738
02119364	02119841	02120187	02121043	02122296	02122813	02125019	02125742
02119366	02119845	02120222	02121044	02122300	02122828	02125036	02125743
02119378	02119846	02120224	02121054	02122306	02122839	02125048	02125755
02119398	02119862	02120237	02121055	02122307	02122850	02125051	02125807
02119416	02119877	02120249	02121056	02122322	02122854	02125066	02125809
02119419	02119878	02120313	02121094	02122323	02122884	02125087	02125850
02119422	02119879	02120675	02121095	02122338	02122888	02125112	02125857
02119434	02119903	02120676	02121106	02122339	02122909	02125124	02125858
02119437	02119906	02120678	02121111	02122344	02122910	02125130	02125859
02119450	02119907	02120686	02121120	02122345	02122922	02125135	02125907
02119451	02119924	02120692	02121125	02122347	02122963	02125152	02125915
02119461	02119926	02120693	02121132	02122348	02122968	02125153	02125924
02119468	02119929	02120695	02121133	02122358	02122984	02125157	02125925
02119491	02119931	02120706	02121134	02122368	02122993	02125237	02125939
02119494	02119958	02120712	02121135	02122374	02123006	02125238	02125947
02119514	02119959	02120716	02121141	02122376	02123012	02125247	02125948
02119515	02119976	02120717	02121145	02122377	02123020	02125291	02125951
02119523	02119983	02120721	02121182	02122382	02123021	02125292	02125955
02119546	02119990	02120724	02121184	02122388	02123024	02125293	02125961
02119556	02119994	02120728	02121219	02122396	02123025	02125300	02125965
02119557	02119999	02120743	02121225	02122397	02123045	02125303	02125966
02119566	02120000	02120746	02121226	02122436	02123050	02125304	02125974
02119571	02120006	02120757	02121227	02122458	02123051	02125305	02125975
02119576	02120009	02120763	02121242	02122485	02123054	02125307	02125985
02119577	02120010	02120779	02121266	02122501	02123068	02125338	02125998
02119578	02120017	02120780	02121288	02122518	02123069	02125339	02126006
02119579	02120019	02120781	02121634	02122524	02123082	02125350	02126015
02119580	02120021	02120791	02121635	02122526	02123178	02125352	02126017
02119581	02120022	02120798	02121637	02122534	02123187	02125376	02126060

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02126061	02126775	02127204	02127810	02128401	02128798	02129375	02129980
02126071	02126778	02127217	02127812	02128405	02128813	02129376	02129991
02126086	02126779	02127218	02127815	02128406	02128814	02129391	02129994
02126087	02126797	02127219	02127856	02128407	02128817	02129418	02129995
02126106	02126802	02127259	02127857	02128408	02128831	02129419	02130008
02126107	02126807	02127260	02127864	02128413	02128832	02129421	02130016
02126108	02126808	02127268	02127877	02128414	02128839	02129422	02130018
02126109	02126813	02127269	02127881	02128416	02128844	02129423	02130019
02126123	02126814	02127270	02127906	02128418	02128845	02129427	02130024
02126127	02126815	02127293	02127937	02128419	02128872	02129429	02130026
02126129	02126816	02127306	02127944	02128422	02128885	02129434	02130027
02126145	02126823	02127319	02127958	02128424	02128911	02129448	02130028
02126146	02126824	02127338	02127962	02128427	02128912	02129449	02130030
02126147	02126853	02127340	02127972	02128428	02128915	02129450	02130080
02126149	02126869	02127379	02127986	02128429	02128930	02129474	02130081
02126213	02126870	02127387	02127988	02128443	02128934	02129477	02130083
02126216	02126878	02127390	02127998	02128446	02128935	02129478	02130084
02126260	02126884	02127428	02128012	02128447	02128936	02129488	02130113
02126264	02126893	02127447	02128032	02128468	02128937	02129510	02130124
02126281	02126897	02127466	02128034	02128469	02128948	02129557	02130144
02126282	02126899	02127470	02128035	02128474	02128960	02129561	02130145
02126295	02126901	02127473	02128054	02128476	02128963	02129563	02130173
02126317	02126919	02127474	02128055	02128485	02128966	02129611	02130176
02126329	02126922	02127479	02128059	02128486	02128988	02129614	02130178
02126331	02126936	02127480	02128060	02128497	02128989	02129618	02130179
02126332	02126947	02127486	02128069	02128498	02128990	02129619	02130180
02126385	02126951	02127493	02128074	02128518	02128997	02129620	02130181
02126395	02126953	02127494	02128088	02128531	02129005	02129627	02130182
02126408	02126955	02127510	02128099	02128537	02129006	02129654	02130183
02126409	02126956	02127513	02128103	02128538	02129008	02129657	02130218
02126436	02126967	02127515	02128106	02128548	02129011	02129668	02130220
02126437	02126968	02127516	02128125	02128552	02129012	02129673	02130733
02126438	02126969	02127517	02128130	02128553	02129024	02129680	02130749
02126445	02126970	02127520	02128133	02128555	02129025	02129684	02130751
02126464	02126971	02127543	02128141	02128563	02129028	02129690	02130763
02126468	02127012	02127547	02128146	02128566	02129040	02129715	02130769
02126470	02127021	02127556	02128155	02128573	02129046	02129724	02130773
02126471	02127036	02127557	02128156	02128574	02129057	02129729	02130783
02126499	02127074	02127558	02128157	02128579	02129063	02129734	02130791
02126505	02127076	02127582	02128158	02128580	02129069	02129755	02130792
02126506	02127080	02127599	02128178	02128620	02129157	02129762	02130810
02126514	02127099	02127627	02128193	02128628	02129185	02129767	02130817
02126520	02127119	02127629	02128211	02128636	02129190	02129778	02130839
02126538	02127124	02127631	02128212	02128637	02129191	02129781	02130846
02126548	02127128	02127661	02128225	02128642	02129193	02129806	02130864
02126550	02127135	02127683	02128239	02128645	02129202	02129840	02130865
02126551	02127138	02127690	02128248	02128661	02129241	02129843	02130869
02126574	02127141	02127697	02128256	02128671	02129266	02129846	02130873
02126588	02127144	02127714	02128263	02128679	02129284	02129863	02130915
02126595	02127154	02127715	02128267	02128680	02129303	02129868	02130927
02126609	02127157	02127716	02128273	02128703	02129304	02129874	02130931
02126610	02127159	02127740	02128276	02128709	02129307	02129882	02130935
02126622	02127170	02127743	02128312	02128716	02129310	02129883	02130939
02126647	02127171	02127744	02128320	02128717	02129320	02129884	02130941
02126665	02127173	02127752	02128327	02128741	02129322	02129895	02130945
02126705	02127174	02127758	02128328	02128745	02129344	02129907	02130967
02126713	02127185	02127760	02128353	02128746	02129350	02129941	02130972
02126724	02127190	02127765	02128357	02128749	02129351	02129942	02130981
02126725	02127191	02127766	02128361	02128751	02129352	02129953	02130982
02126726	02127194	02127767	02128373	02128752	02129353	02129955	02130992
02126756	02127195	02127768	02128376	02128772	02129356	02129965	02130999
02126771	02127196	02127774	02128397	02128793	02129374	02129973	02131007

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02131028	02131477	02132029	02133279	02133680	02134225	02139638	02140339
02131036	02131478	02132052	02133283	02133681	02134234	02139653	02140340
02131046	02131479	02132054	02133285	02133703	02134239	02139654	02140343
02131055	02131484	02132055	02133286	02133706	02134245	02139660	02140347
02131061	02131510	02132057	02133292	02133715	02134253	02139667	02140349
02131063	02131518	02132070	02133295	02133719	02134258	02139672	02140351
02131074	02131520	02132077	02133299	02133748	02134259	02139674	02140356
02131096	02131550	02132098	02133300	02133750	02134260	02139677	02140360
02131101	02131574	02132099	02133308	02133751	02134273	02139703	02140366
02131102	02131582	02132100	02133312	02133758	02134275	02139704	02140369
02131103	02131596	02132101	02133358	02133761	02136682	02139706	02140370
02131105	02131616	02132112	02133366	02133784	02136700	02139719	02140377
02131106	02131619	02132116	02133367	02133791	02136702	02139761	02140384
02131112	02131638	02132118	02133377	02133804	02136708	02140005	02140385
02131115	02131653	02132126	02133390	02133805	02136709	02140006	02140387
02131119	02131656	02132128	02133399	02133834	02136710	02140007	02140388
02131149	02131665	02132129	02133406	02133857	02136711	02140008	02140393
02131155	02131685	02132131	02133422	02133858	02136717	02140010	02140407
02131158	02131689	02132133	02133423	02133859	02136730	02140012	02140411
02131164	02131690	02132136	02133424	02133897	02136753	02140016	02140412
02131165	02131729	02132139	02133427	02133908	02136754	02140023	02140419
02131174	02131753	02132149	02133434	02133947	02136755	02140024	02140421
02131223	02131754	02132153	02133436	02133951	02136787	02140025	02140429
02131237	02131757	02132169	02133453	02133986	02136790	02140026	02140434
02131263	02131779	02132170	02133454	02133994	02136794	02140027	02140453
02131266	02131787	02132184	02133463	02133996	02136795	02140044	02140457
02131267	02131795	02132860	02133472	02133998	02136813	02140059	02140485
02131268	02131797	02132898	02133489	02134008	02136814	02140060	02140486
02131269	02131806	02132899	02133490	02134010	02136815	02140061	02140491
02131270	02131830	02132901	02133493	02134011	02136832	02140064	02140492
02131271	02131834	02132919	02133494	02134017	02136838	02140066	02140493
02131272	02131836	02132921	02133496	02134019	02136841	02140077	02140502
02131273	02131856	02132926	02133497	02134021	02136849	02140078	02140508
02131275	02131880	02132948	02133498	02134041	02136853	02140080	02140523
02131276	02131892	02132950	02133508	02134066	02136878	02140082	02140524
02131278	02131901	02132951	02133523	02134067	02136913	02140086	02140526
02131282	02131908	02132975	02133528	02134069	02136914	02140091	02140527
02131318	02131911	02132980	02133530	02134070	02136921	02140096	02140530
02131319	02131936	02132981	02133534	02134071	02136926	02140099	02140539
02131326	02131948	02132994	02133536	02134079	02136929	02140105	02140542
02131327	02131949	02133070	02133538	02134083	02136936	02140129	02140552
02131329	02131950	02133073	02133549	02134090	02136965	02140136	02140553
02131347	02131956	02133074	02133551	02134104	02136966	02140137	02140583
02131351	02131960	02133075	02133556	02134106	02136967	02140139	02140584
02131364	02131968	02133090	02133563	02134131	02136973	02140151	02140587
02131366	02131969	02133091	02133566	02134135	02139527	02140154	02140589
02131373	02131980	02133100	02133569	02134142	02139528	02140155	02140591
02131388	02131982	02133101	02133571	02134143	02139530	02140156	02140592
02131389	02131989	02133122	02133572	02134144	02139538	02140162	02140596
02131393	02131993	02133124	02133577	02134145	02139545	02140163	02140607
02131400	02131999	02133134	02133598	02134146	02139548	02140197	02140609
02131401	02132000	02133139	02133602	02134147	02139552	02140235	02140613
02131422	02132002	02133174	02133607	02134155	02139554	02140268	02140614
02131423	02132003	02133177	02133608	02134159	02139556	02140272	02140615
02131425	02132008	02133179	02133623	02134166	02139567	02140278	02140620
02131435	02132009	02133196	02133624	02134181	02139581	02140329	02140631
02131436	02132010	02133207	02133625	02134183	02139588	02140331	02140640
02131448	02132011	02133216	02133642	02134187	02139593	02140332	02140642
02131449	02132013	02133218	02133650	02134188	02139595	02140334	02140643
02131465	02132024	02133222	02133659	02134191	02139601	02140335	02140647
02131466	02132027	02133241	02133660	02134214	02139610	02140336	02140657
02131476	02132028	02133269	02133666	02134222	02139619	02140337	02140667

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02140668	02141052	02141621	02142104	02142523	02142932	02143372	02143777
02140671	02141053	02141634	02142108	02142531	02142938	02143374	02143785
02140672	02141054	02141646	02142109	02142533	02142942	02143379	02143787
02140679	02141057	02141650	02142110	02142543	02142943	02143381	02143794
02140680	02141064	02141656	02142111	02142551	02142962	02143382	02143797
02140684	02141066	02141661	02142122	02142552	02142972	02143387	02143799
02140685	02141067	02141663	02142124	02142557	02142973	02143397	02143801
02140688	02141068	02141682	02142144	02142558	02142974	02143402	02143805
02140689	02141069	02141687	02142145	02142572	02142975	02143403	02143814
02140694	02141071	02141696	02142151	02142576	02142981	02143408	02143820
02140696	02141083	02141700	02142155	02142586	02143008	02143428	02143821
02140698	02141095	02141705	02142167	02142622	02143009	02143432	02143834
02140699	02141097	02141706	02142195	02142623	02143051	02143435	02143835
02140729	02141103	02141707	02142196	02142627	02143052	02143470	02143860
02140731	02141106	02141711	02142213	02142631	02143073	02143473	02143863
02140738	02141116	02141714	02142214	02142635	02143075	02143474	02143866
02140739	02141142	02141715	02142233	02142636	02143076	02143475	02143869
02140740	02141143	02141716	02142236	02142638	02143082	02143479	02143876
02140763	02141163	02141720	02142240	02142647	02143105	02143480	02143880
02140765	02141180	02141722	02142242	02142649	02143124	02143489	02143884
02140770	02141183	02141731	02142243	02142650	02143129	02143492	02143896
02140778	02141184	02141747	02142253	02142656	02143136	02143493	02143897
02140779	02141188	02141778	02142254	02142660	02143150	02143538	02143912
02140794	02141196	02141783	02142259	02142666	02143152	02143550	02143913
02140799	02141208	02141784	02142262	02142674	02143155	02143553	02143921
02140804	02141212	02141787	02142273	02142675	02143158	02143555	02143922
02140810	02141213	02141790	02142275	02142678	02143161	02143562	02143930
02140811	02141240	02141791	02142282	02142690	02143162	02143563	02143945
02140818	02141245	02141796	02142289	02142702	02143163	02143566	02143946
02140824	02141257	02141806	02142294	02142711	02143164	02143567	02143951
02140828	02141258	02141811	02142295	02142714	02143169	02143568	02143953
02140842	02141271	02141817	02142314	02142715	02143174	02143583	02143954
02140844	02141274	02141838	02142316	02142723	02143182	02143598	02143955
02140850	02141281	02141854	02142321	02142725	02143188	02143599	02143956
02140860	02141285	02141857	02142323	02142731	02143193	02143600	02143965
02140866	02141312	02141862	02142338	02142737	02143194	02143601	02143969
02140867	02141326	02141869	02142351	02142741	02143199	02143604	02143970
02140873	02141363	02141870	02142357	02142752	02143201	02143618	02143972
02140879	02141391	02141875	02142369	02142754	02143211	02143624	02143973
02140880	02141392	02141876	02142381	02142757	02143212	02143631	02143974
02140881	02141393	02141877	02142392	02142758	02143222	02143634	02143990
02140882	02141394	02141893	02142393	02142762	02143254	02143646	02144001
02140883	02141396	02141894	02142402	02142769	02143257	02143648	02144003
02140884	02141397	02141913	02142403	02142776	02143263	02143651	02144008
02140888	02141402	02141931	02142405	02142781	02143269	02143654	02144014
02140894	02141403	02141939	02142411	02142784	02143271	02143655	02144015
02140910	02141426	02141950	02142422	02142791	02143274	02143666	02144016
02140912	02141430	02141972	02142426	02142793	02143280	02143674	02144019
02140917	02141443	02141977	02142427	02142794	02143281	02143680	02144020
02140927	02141450	02141978	02142429	02142818	02143283	02143681	02144024
02140949	02141455	02141995	02142430	02142828	02143289	02143693	02144025
02140950	02141456	02142000	02142431	02142838	02143295	02143694	02144031
02140951	02141465	02142002	02142469	02142848	02143298	02143701	02144048
02140967	02141493	02142003	02142470	02142849	02143304	02143711	02144054
02140987	02141512	02142004	02142475	02142854	02143317	02143712	02144066
02140994	02141535	02142022	02142479	02142855	02143327	02143713	02144071
02141008	02141556	02142032	02142480	02142856	02143328	02143714	02144099
02141011	02141557	02142042	02142481	02142866	02143340	02143718	02144100
02141013	02141560	02142089	02142502	02142871	02143352	02143753	02144104
02141015	02141568	02142097	02142503	02142875	02143358	02143756	02144105
02141035	02141587	02142099	02142517	02142897	02143359	02143764	02144118
02141045	02141618	02142101	02142522	02142909	02143371	02143776	02144122

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02144123	02144498	02144969	02145311	02145664	02146038	02146367	02146880
02144129	02144499	02144970	02145312	02145671	02146044	02146386	02146881
02144135	02144504	02144971	02145319	02145680	02146045	02146388	02146885
02144136	02144518	02144973	02145320	02145683	02146046	02146389	02146892
02144146	02144519	02144982	02145321	02145691	02146053	02146398	02146894
02144156	02144527	02144987	02145322	02145705	02146058	02146402	02146938
02144157	02144534	02144990	02145323	02145709	02146061	02146417	02146940
02144172	02144549	02145002	02145324	02145713	02146067	02146429	02146941
02144180	02144550	02145003	02145330	02145718	02146069	02146437	02146942
02144191	02144555	02145007	02145334	02145728	02146080	02146438	02146943
02144192	02144556	02145012	02145335	02145737	02146086	02146439	02146945
02144204	02144557	02145040	02145339	02145738	02146093	02146442	02146955
02144206	02144563	02145043	02145356	02145739	02146113	02146449	02146957
02144208	02144564	02145047	02145367	02145746	02146117	02146451	02146963
02144209	02144580	02145052	02145368	02145757	02146118	02146455	02146969
02144223	02144581	02145065	02145371	02145765	02146123	02146471	02146970
02144227	02144585	02145081	02145372	02145766	02146124	02146474	02146971
02144229	02144601	02145096	02145373	02145767	02146127	02146475	02146974
02144235	02144606	02145111	02145376	02145774	02146129	02146476	02146982
02144239	02144607	02145113	02145397	02145781	02146133	02146480	02146997
02144248	02144609	02145114	02145398	02145782	02146134	02146502	02147057
02144249	02144610	02145120	02145399	02145802	02146135	02146514	02147073
02144250	02144647	02145132	02145405	02145803	02146141	02146524	02147082
02144251	02144648	02145135	02145408	02145809	02146144	02146545	02147114
02144252	02144653	02145137	02145409	02145812	02146159	02146551	02147125
02144257	02144656	02145138	02145410	02145821	02146160	02146557	02147133
02144274	02144658	02145146	02145411	02145824	02146177	02146569	02147146
02144295	02144665	02145151	02145418	02145830	02146185	02146583	02147177
02144310	02144669	02145164	02145419	02145831	02146191	02146593	02147206
02144314	02144673	02145165	02145423	02145834	02146193	02146601	02147208
02144317	02144676	02145168	02145425	02145837	02146194	02146609	02147226
02144320	02144685	02145169	02145443	02145838	02146198	02146615	02147230
02144327	02144688	02145170	02145444	02145851	02146200	02146617	02147245
02144332	02144689	02145178	02145456	02145860	02146220	02146643	02147254
02144336	02144690	02145179	02145474	02145879	02146224	02146647	02147300
02144337	02144691	02145180	02145480	02145883	02146226	02146662	02147305
02144344	02144694	02145186	02145494	02145886	02146227	02146664	02147307
02144345	02144695	02145192	02145501	02145893	02146231	02146668	02147338
02144351	02144699	02145194	02145502	02145904	02146232	02146671	02147347
02144364	02144714	02145195	02145506	02145925	02146242	02146684	02147357
02144366	02144716	02145196	02145513	02145946	02146243	02146689	02147365
02144367	02144732	02145203	02145536	02145947	02146246	02146694	02147366
02144371	02144736	02145208	02145538	02145948	02146247	02146696	02147370
02144372	02144737	02145210	02145539	02145951	02146249	02146702	02147386
02144384	02144778	02145215	02145560	02145961	02146253	02146708	02147392
02144411	02144795	02145216	02145569	02145965	02146257	02146715	02147397
02144419	02144806	02145225	02145570	02145972	02146262	02146717	02147402
02144424	02144814	02145231	02145580	02145973	02146267	02146719	02147416
02144428	02144830	02145232	02145581	02145974	02146270	02146723	02147417
02144432	02144836	02145233	02145582	02145976	02146273	02146726	02147421
02144440	02144844	02145235	02145586	02145977	02146286	02146729	02147471
02144445	02144856	02145238	02145590	02145978	02146288	02146748	02147517
02144450	02144857	02145241	02145595	02145980	02146289	02146752	02147535
02144451	02144885	02145246	02145632	02145981	02146290	02146800	02147546
02144452	02144886	02145250	02145636	02146000	02146291	02146828	02147553
02144454	02144893	02145254	02145640	02146001	02146315	02146835	02147559
02144456	02144905	02145261	02145641	02146002	02146316	02146847	02147561
02144482	02144908	02145269	02145647	02146006	02146341	02146848	02147587
02144488	02144922	02145270	02145652	02146012	02146349	02146849	02147598
02144489	02144923	02145285	02145653	02146015	02146352	02146858	02147608
02144491	02144953	02145286	02145662	02146023	02146353	02146868	02147614
02144492	02144961	02145287	02145663	02146037	02146354	02146879	02147626

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02147627	02148242	02148879	02149393	02149985	02150724	02151493	02152079
02147642	02148252	02148880	02149408	02150007	02150732	02151513	02152092
02147649	02148254	02148881	02149420	02150024	02150743	02151518	02152094
02147659	02148259	02148882	02149422	02150032	02150744	02151540	02152095
02147663	02148260	02148885	02149426	02150041	02150750	02151543	02152097
02147664	02148264	02148891	02149432	02150055	02150777	02151557	02152098
02147687	02148270	02148893	02149433	02150060	02150801	02151567	02152104
02147693	02148304	02148894	02149458	02150065	02150808	02151569	02152110
02147705	02148308	02148902	02149462	02150092	02150809	02151571	02152113
02147706	02148313	02148912	02149471	02150115	02150819	02151577	02152119
02147723	02148321	02148915	02149483	02150116	02150835	02151578	02152140
02147724	02148322	02148922	02149484	02150125	02150849	02151587	02152141
02147726	02148353	02148951	02149485	02150129	02150857	02151591	02152149
02147779	02148355	02148952	02149488	02150134	02150864	02151594	02152150
02147823	02148356	02148953	02149526	02150147	02150866	02151612	02152151
02147824	02148374	02148954	02149532	02150159	02150874	02151614	02152174
02147825	02148381	02148969	02149540	02150177	02150890	02151615	02152179
02147831	02148388	02148983	02149541	02150178	02150914	02151616	02152184
02147882	02148427	02148984	02149542	02150184	02150923	02151618	02152185
02147908	02148444	02148985	02149549	02150207	02150925	02151668	02152186
02147909	02148448	02148987	02149550	02150211	02150927	02151673	02152187
02147910	02148455	02148989	02149551	02150213	02150930	02151690	02152198
02147911	02148457	02149013	02149563	02150216	02150935	02151709	02152203
02147926	02148459	02149014	02149576	02150219	02150941	02151710	02152207
02147934	02148462	02149027	02149579	02150224	02150948	02151713	02152208
02147944	02148477	02149028	02149583	02150234	02150949	02151720	02152209
02147964	02148480	02149067	02149584	02150236	02150950	02151741	02152218
02147966	02148491	02149069	02149586	02150238	02150951	02151749	02152219
02147967	02148492	02149111	02149601	02150241	02150961	02151752	02152239
02147976	02148509	02149122	02149610	02150257	02150968	02151753	02152246
02147981	02148520	02149146	02149611	02150273	02150972	02151785	02152249
02147988	02148521	02149152	02149627	02150321	02151016	02151796	02152250
02147989	02148522	02149160	02149636	02150327	02151031	02151805	02152254
02147991	02148528	02149161	02149637	02150336	02151073	02151869	02152271
02147992	02148538	02149185	02149666	02150360	02151090	02151884	02152286
02147999	02148539	02149201	02149670	02150361	02151091	02151894	02152301
02148007	02148551	02149202	02149675	02150365	02151108	02151907	02152302
02148017	02148554	02149218	02149676	02150366	02151124	02151909	02152309
02148040	02148556	02149228	02149677	02150371	02151146	02151935	02152315
02148048	02148574	02149242	02149683	02150396	02151149	02151936	02152316
02148052	02148577	02149260	02149688	02150411	02151164	02151937	02152334
02148060	02148580	02149262	02149691	02150421	02151187	02151941	02152335
02148061	02148583	02149264	02149692	02150435	02151188	02151954	02152337
02148072	02148604	02149265	02149693	02150438	02151217	02151960	02152351
02148084	02148614	02149279	02149707	02150452	02151243	02151961	02152354
02148085	02148624	02149301	02149722	02150460	02151249	02151970	02152362
02148088	02148662	02149305	02149744	02150463	02151271	02151971	02152363
02148099	02148665	02149312	02149758	02150474	02151273	02151975	02152378
02148150	02148715	02149315	02149813	02150497	02151287	02151977	02152384
02148163	02148744	02149317	02149814	02150512	02151298	02151982	02152385
02148169	02148758	02149318	02149830	02150527	02151306	02151983	02152386
02148172	02148766	02149319	02149834	02150549	02151344	02152020	02152396
02148175	02148767	02149320	02149836	02150585	02151345	02152041	02152405
02148176	02148778	02149325	02149845	02150611	02151355	02152046	02152409
02148197	02148782	02149326	02149900	02150613	02151405	02152048	02152413
02148204	02148794	02149352	02149911	02150614	02151432	02152061	02152416
02148207	02148821	02149367	02149913	02150642	02151445	02152062	02152417
02148212	02148824	02149368	02149944	02150648	02151446	02152063	02152421
02148213	02148826	02149369	02149970	02150662	02151457	02152064	02152425
02148226	02148842	02149371	02149982	02150663	02151465	02152065	02152434
02148233	02148864	02149377	02149983	02150709	02151477	02152066	02152449
02148234	02148872	02149389	02149984	02150719	02151492	02152067	02152460

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02152476	02153000	02153362	02153724	02154360	02154752	02155077	02155416
02152489	02153001	02153367	02153725	02154361	02154754	02155078	02155428
02152524	02153002	02153373	02153733	02154367	02154771	02155081	02155434
02152525	02153006	02153374	02153740	02154374	02154775	02155082	02155435
02152527	02153019	02153380	02153742	02154376	02154783	02155083	02155436
02152529	02153021	02153381	02153743	02154380	02154785	02155085	02155440
02152542	02153022	02153382	02153759	02154382	02154806	02155087	02155445
02152559	02153023	02153383	02153772	02154405	02154809	02155088	02155447
02152564	02153028	02153384	02153774	02154411	02154814	02155090	02155457
02152581	02153029	02153387	02153777	02154441	02154827	02155095	02155462
02152641	02153050	02153398	02153807	02154443	02154840	02155106	02155463
02152647	02153062	02153405	02153817	02154458	02154841	02155107	02155468
02152648	02153064	02153409	02153848	02154460	02154848	02155115	02155470
02152680	02153065	02153410	02153858	02154463	02154853	02155118	02155474
02152682	02153066	02153412	02153865	02154472	02154864	02155130	02155477
02152683	02153067	02153416	02153868	02154473	02154872	02155135	02155481
02152687	02153079	02153418	02153877	02154477	02154880	02155136	02155482
02152688	02153085	02153419	02153888	02154489	02154882	02155142	02155483
02152692	02153091	02153420	02153895	02154491	02154890	02155143	02155490
02152706	02153092	02153423	02153900	02154492	02154891	02155144	02155492
02152707	02153093	02153427	02153907	02154494	02154898	02155147	02155493
02152708	02153097	02153428	02153908	02154495	02154900	02155162	02155508
02152711	02153105	02153433	02153913	02154498	02154906	02155164	02155509
02152714	02153107	02153439	02153916	02154499	02154920	02155168	02155515
02152725	02153108	02153443	02153938	02154507	02154921	02155169	02155516
02152726	02153122	02153449	02153946	02154514	02154929	02155175	02155520
02152727	02153124	02153456	02153962	02154525	02154930	02155177	02155526
02152737	02153126	02153487	02153988	02154540	02154938	02155179	02155532
02152742	02153127	02153495	02153994	02154545	02154939	02155180	02155537
02152746	02153147	02153496	02153998	02154552	02154941	02155181	02155552
02152756	02153154	02153500	02154019	02154563	02154944	02155188	02155553
02152765	02153163	02153516	02154026	02154570	02154945	02155189	02155578
02152773	02153168	02153523	02154051	02154577	02154951	02155193	02155596
02152786	02153173	02153532	02154052	02154578	02154963	02155198	02155600
02152805	02153189	02153538	02154053	02154580	02154969	02155204	02155602
02152807	02153190	02153539	02154061	02154589	02154972	02155211	02155603
02152819	02153213	02153554	02154063	02154592	02154975	02155228	02155606
02152820	02153214	02153559	02154070	02154603	02154976	02155243	02155619
02152821	02153225	02153564	02154073	02154604	02154977	02155246	02155626
02152822	02153235	02153580	02154075	02154609	02154983	02155252	02155632
02152829	02153239	02153591	02154091	02154612	02154984	02155254	02155633
02152839	02153243	02153592	02154095	02154614	02154990	02155256	02155637
02152842	02153252	02153608	02154106	02154620	02154991	02155263	02155638
02152843	02153255	02153612	02154172	02154626	02155014	02155271	02155649
02152856	02153262	02153613	02154175	02154629	02155017	02155284	02155664
02152860	02153263	02153630	02154185	02154634	02155021	02155301	02155665
02152870	02153272	02153638	02154203	02154640	02155022	02155303	02155667
02152877	02153277	02153644	02154205	02154647	02155027	02155304	02155686
02152878	02153278	02153657	02154206	02154659	02155040	02155306	02155689
02152883	02153281	02153658	02154214	02154696	02155041	02155308	02155693
02152897	02153283	02153659	02154215	02154703	02155042	02155316	02155694
02152898	02153284	02153660	02154225	02154705	02155052	02155321	02155696
02152902	02153286	02153663	02154234	02154706	02155058	02155355	02155707
02152915	02153293	02153667	02154267	02154710	02155061	02155359	02155713
02152924	02153298	02153670	02154298	02154727	02155062	02155373	02155739
02152927	02153299	02153671	02154306	02154735	02155063	02155375	02155744
02152942	02153317	02153688	02154309	02154738	02155064	02155385	02155746
02152945	02153319	02153694	02154323	02154739	02155065	02155392	02155751
02152947	02153331	02153705	02154331	02154742	02155069	02155400	02155752
02152950	02153340	02153707	02154343	02154744	02155074	02155410	02155759
02152951	02153349	02153712	02154345	02154746	02155075	02155411	02155773
02152997	02153361	02153714	02154359	02154747	02155076	02155414	02155779

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02155782	02156214	02156669	02157117	02157694	02158329	02158984	02159770
02155784	02156215	02156688	02157120	02157696	02158330	02158990	02159771
02155785	02156218	02156691	02157125	02157712	02158339	02158991	02159797
02155814	02156219	02156701	02157134	02157716	02158343	02158992	02159806
02155817	02156222	02156703	02157140	02157717	02158353	02158993	02159808
02155825	02156224	02156704	02157146	02157724	02158355	02159001	02159814
02155828	02156227	02156707	02157147	02157725	02158371	02159067	02159817
02155834	02156235	02156708	02157155	02157750	02158377	02159076	02159820
02155839	02156238	02156713	02157156	02157751	02158381	02159077	02159827
02155846	02156252	02156720	02157159	02157762	02158384	02159081	02159831
02155852	02156253	02156721	02157160	02157793	02158390	02159105	02159834
02155856	02156254	02156722	02157168	02157805	02158392	02159138	02159846
02155857	02156281	02156726	02157171	02157806	02158432	02159142	02159850
02155872	02156282	02156736	02157190	02157832	02158435	02159147	02159863
02155874	02156283	02156758	02157193	02157878	02158437	02159151	02159870
02155882	02156292	02156759	02157208	02157879	02158438	02159153	02159875
02155888	02156293	02156794	02157217	02157880	02158490	02159219	02159888
02155895	02156311	02156798	02157234	02157890	02158540	02159221	02159891
02155902	02156317	02156799	02157235	02157912	02158543	02159256	02159902
02155916	02156323	02156808	02157243	02157940	02158546	02159270	02159903
02155917	02156327	02156831	02157253	02157971	02158592	02159286	02159906
02155922	02156330	02156840	02157272	02157982	02158653	02159292	02159927
02155926	02156331	02156850	02157273	02157992	02158659	02159315	02159940
02155940	02156332	02156851	02157285	02157998	02158670	02159334	02159953
02155943	02156335	02156855	02157312	02158003	02158680	02159402	02159954
02155946	02156337	02156856	02157322	02158004	02158710	02159412	02159970
02155947	02156342	02156865	02157337	02158008	02158713	02159413	02159974
02155955	02156346	02156866	02157338	02158009	02158716	02159426	02159985
02155964	02156348	02156914	02157365	02158013	02158742	02159478	02159988
02155966	02156368	02156918	02157390	02158024	02158745	02159505	02159989
02155970	02156387	02156934	02157394	02158037	02158746	02159510	02159998
02155978	02156413	02156935	02157395	02158038	02158751	02159511	02160005
02155981	02156415	02156946	02157396	02158043	02158752	02159513	02160006
02155999	02156424	02156947	02157397	02158047	02158768	02159523	02160026
02156003	02156438	02156948	02157398	02158052	02158777	02159541	02160083
02156010	02156450	02156951	02157410	02158055	02158778	02159545	02160084
02156018	02156455	02156962	02157411	02158060	02158788	02159562	02160093
02156024	02156465	02156963	02157412	02158063	02158790	02159566	02160103
02156025	02156483	02156965	02157413	02158065	02158792	02159575	02160104
02156027	02156484	02156973	02157446	02158066	02158802	02159588	02160106
02156028	02156497	02156976	02157451	02158072	02158803	02159600	02160116
02156030	02156498	02156993	02157467	02158102	02158806	02159601	02160157
02156031	02156501	02156994	02157471	02158103	02158807	02159613	02160172
02156040	02156502	02156998	02157474	02158106	02158808	02159614	02160199
02156047	02156505	02157002	02157513	02158119	02158834	02159615	02160209
02156057	02156511	02157005	02157518	02158120	02158839	02159618	02160219
02156065	02156522	02157009	02157522	02158127	02158847	02159642	02160220
02156069	02156530	02157011	02157547	02158171	02158861	02159647	02160221
02156079	02156534	02157013	02157561	02158179	02158905	02159650	02160238
02156080	02156550	02157045	02157574	02158180	02158919	02159671	02160263
02156084	02156569	02157055	02157575	02158190	02158934	02159673	02160279
02156102	02156580	02157056	02157576	02158198	02158936	02159682	02160286
02156104	02156601	02157059	02157577	02158209	02158937	02159687	02160287
02156122	02156607	02157060	02157578	02158217	02158940	02159715	02160294
02156132	02156616	02157063	02157580	02158260	02158941	02159716	02160328
02156159	02156624	02157068	02157581	02158261	02158950	02159717	02160339
02156160	02156632	02157076	02157586	02158262	02158957	02159720	02160342
02156161	02156634	02157080	02157587	02158269	02158968	02159744	02160364
02156171	02156635	02157097	02157590	02158279	02158969	02159749	02160365
02156202	02156659	02157100	02157656	02158294	02158970	02159753	02160380
02156203	02156660	02157106	02157684	02158296	02158971	02159754	02160381
02156204	02156664	02157108	02157686	02158297	02158972	02159756	02160390

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02160391	02160788	02161323	02161794	02162352	02163099	02163625	02164212
02160399	02160798	02161332	02161797	02162366	02163110	02163659	02164213
02160407	02160803	02161353	02161810	02162367	02163111	02163672	02164218
02160408	02160832	02161360	02161811	02162379	02163123	02163676	02164221
02160410	02160840	02161376	02161823	02162390	02163129	02163685	02164222
02160417	02160854	02161393	02161844	02162408	02163132	02163686	02164246
02160423	02160863	02161407	02161854	02162411	02163134	02163688	02164260
02160430	02160866	02161415	02161862	02162412	02163135	02163694	02164275
02160433	02160875	02161423	02161870	02162414	02163136	02163708	02164277
02160451	02160876	02161424	02161873	02162415	02163139	02163709	02164282
02160455	02160877	02161432	02161876	02162417	02163140	02163713	02164297
02160464	02160897	02161433	02161879	02162422	02163163	02163732	02164305
02160468	02160898	02161435	02161880	02162480	02163166	02163733	02164313
02160474	02160899	02161439	02161890	02162542	02163193	02163739	02164333
02160478	02160923	02161446	02161893	02162543	02163194	02163754	02164345
02160480	02160925	02161453	02161896	02162555	02163203	02163755	02164346
02160483	02160927	02161473	02161900	02162556	02163217	02163766	02164347
02160492	02160932	02161475	02161902	02162559	02163218	02163790	02164348
02160493	02160946	02161476	02161910	02162574	02163230	02163791	02164370
02160497	02160950	02161527	02161915	02162584	02163231	02163794	02164396
02160508	02160953	02161552	02161916	02162595	02163264	02163801	02164429
02160518	02160955	02161553	02161926	02162597	02163267	02163805	02164446
02160523	02160956	02161565	02161937	02162616	02163268	02163825	02164495
02160525	02160961	02161567	02161966	02162633	02163278	02163835	02164499
02160528	02160963	02161576	02161967	02162634	02163279	02163851	02164505
02160536	02160965	02161577	02162002	02162636	02163280	02163852	02164527
02160542	02160972	02161578	02162008	02162640	02163281	02163868	02164559
02160549	02160974	02161590	02162018	02162646	02163292	02163872	02164566
02160550	02160990	02161594	02162060	02162653	02163325	02163879	02164567
02160553	02160993	02161622	02162062	02162654	02163361	02163896	02164595
02160558	02160996	02161627	02162064	02162679	02163363	02163905	02164609
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02160562	02161031	02161631	02162066	02162720	02163413	02163913	02164624
02160563	02161038	02161632	02162076	02162721	02163417	02163919	02164630
02160584	02161039	02161651	02162086	02162722	02163438	02163959	02164659
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02160591	02161064	02161661	02162110	02162742	02163472	02163963	02164661
02160593	02161065	02161665	02162133	02162745	02163475	02163968	02164688
02160596	02161074	02161675	02162149	02162757	02163478	02163974	02164689
02160597	02161075	02161677	02162150	02162761	02163486	02163984	02164729
02160600	02161076	02161679	02162151	02162762	02163487	02164002	02164730
02160608	02161093	02161683	02162166	02162763	02163489	02164011	02164736
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02160628	02161096	02161687	02162178	02162797	02163492	02164035	02164746
02160647	02161109	02161689	02162186	02162826	02163493	02164037	02164749
02160649	02161134	02161695	02162200	02162827	02163495	02164054	02164760
02160675	02161142	02161710	02162203	02162835	02163500	02164062	02164777
02160688	02161157	02161717	02162206	02162876	02163507	02164063	02164804
02160695	02161175	02161720	02162227	02162877	02163524	02164085	02164810
02160703	02161179	02161722	02162241	02162885	02163535	02164093	02164826
02160707	02161222	02161725	02162245	02162888	02163553	02164117	02164837
02160714	02161226	02161731	02162256	02162894	02163554	02164128	02164850
02160718	02161235	02161732	02162276	02162912	02163558	02164129	02164860
02160733	02161240	02161737	02162285	02162927	02163567	02164130	02164861
02160739	02161241	02161745	02162286	02162932	02163568	02164142	02164862
02160747	02161243	02161747	02162305	02162988	02163579	02164145	02164874
02160750	02161260	02161758	02162310	02163008	02163589	02164147	02164877
02160776	02161299	02161770	02162311	02163023	02163594	02164152	02164881
02160777	02161301	02161786	02162315	02163025	02163595	02164170	02164892
02160778	02161315	02161788	02162328	02163033	02163596	02164176	02164902
02160781	02161318	02161791	02162334	02163081	02163606	02164201	02164906
02160784	02161320	02161793	02162335	02163097	02163621	02164202	02164909

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02164910	02165574	02166353	02167120	02168155	02168936	02170173	02171383
02164931	02165590	02166363	02167157	02168165	02168940	02170188	02171392
02164936	02165594	02166390	02167160	02168168	02168941	02170202	02171393
02164942	02165600	02166410	02167163	02168194	02168976	02170211	02171401
02164953	02165612	02166411	02167164	02168195	02168982	02170227	02171435
02165057	02165613	02166426	02167181	02168196	02169008	02170233	02171464
02165061	02165618	02166452	02167197	02168215	02169027	02170242	02171473
02165068	02165628	02166456	02167205	02168259	02169036	02170281	02171501
02165077	02165632	02166465	02167227	02168260	02169099	02170295	02171511
02165083	02165648	02166472	02167250	02168287	02169123	02170307	02171514
02165087	02165653	02166515	02167264	02168293	02169236	02170310	02171543
02165100	02165657	02166533	02167280	02168308	02169265	02170339	02171547
02165116	02165658	02166609	02167287	02168320	02169269	02170361	02171574
02165117	02165682	02166614	02167311	02168346	02169270	02170380	02171580
02165125	02165695	02166620	02167312	02168359	02169274	02170430	02171587
02165143	02165703	02166622	02167326	02168371	02169311	02170442	02171591
02165144	02165714	02166652	02167351	02168386	02169312	02170472	02171592
02165145	02165757	02166675	02167393	02168395	02169370	02170510	02171597
02165146	02165775	02166685	02167396	02168408	02169419	02170512	02171602
02165148	02165777	02166686	02167454	02168411	02169426	02170520	02171603
02165149	02165779	02166689	02167466	02168412	02169435	02170530	02171626
02165181	02165780	02166707	02167473	02168417	02169436	02170544	02171627
02165182	02165815	02166712	02167474	02168444	02169469	02170564	02171652
02165183	02165819	02166742	02167476	02168446	02169483	02170588	02171709
02165190	02165835	02166783	02167497	02168449	02169507	02170589	02171719
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02165225	02165877	02166821	02167555	02168493	02169597	02170656	02171767
02165226	02165893	02166822	02167569	02168520	02169607	02170671	02171823
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02165255	02165929	02166845	02167611	02168562	02169783	02170786	02171934
02165263	02165930	02166853	02167612	02168582	02169808	02170837	02171936
02165278	02165932	02166859	02167622	02168583	02169811	02170879	02171982
02165282	02165945	02166899	02167632	02168606	02169814	02170884	02171993
02165285	02165946	02166913	02167641	02168631	02169824	02170904	02172005
02165290	02165951	02166914	02167642	02168635	02169834	02170926	02172009
02165312	02165969	02166931	02167647	02168667	02169869	02170968	02172010
02165313	02166029	02166942	02167657	02168680	02169877	02170969	02172013
02165321	02166032	02166945	02167666	02168681	02169898	02170985	02172015
02165326	02166055	02166965	02167667	02168706	02169915	02171021	02172034
02165333	02166070	02166979	02167673	02168727	02169937	02171033	02172041
02165338	02166090	02166986	02167687	02168728	02169938	02171062	02172071
02165369	02166091	02167017	02167721	02168729	02169947	02171114	02172079
02165370	02166096	02167023	02167749	02168735	02169961	02171125	02172101
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02165412	02166112	02167026	02167755	02168773	02170006	02171150	02172168
02165426	02166118	02167029	02167761	02168791	02170038	02171165	02172171
02165433	02166121	02167038	02167807	02168831	02170039	02171168	02172178
02165437	02166131	02167052	02167826	02168832	02170041	02171238	02172184
02165438	02166136	02167054	02167847	02168837	02170076	02171269	02172193
02165464	02166138	02167059	02167860	02168850	02170081	02171273	02172194
02165468	02166191	02167061	02167862	02168858	02170100	02171274	02172215
02165520	02166204	02167065	02167870	02168882	02170102	02171279	02172238
02165522	02166208	02167070	02167954	02168899	02170109	02171280	02172281
02165523	02166252	02167071	02167959	02168915	02170112	02171281	02172316
02165524	02166261	02167078	02168027	02168927	02170120	02171285	02172323
02165530	02166263	02167110	02168065	02168933	02170132	02171313	02172361
02165559	02166309	02167117	02168067	02168934	02170158	02171372	02172362
02165571	02166317	02167119	02168114	02168935	02170168	02171378	02172368

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02172371	02173018	02173692	02174771	02175297	02175631	02175988	02176444
02172377	02173023	02173698	02174854	02175298	02175632	02175992	02176452
02172383	02173025	02173707	02174875	02175309	02175639	02176010	02176455
02172385	02173044	02173757	02174925	02175310	02175641	02176016	02176461
02172401	02173052	02173760	02174958	02175311	02175642	02176017	02176470
02172413	02173054	02173819	02174978	02175312	02175662	02176031	02176474
02172415	02173114	02173840	02175004	02175314	02175671	02176040	02176489
02172416	02173131	02173841	02175007	02175317	02175677	02176045	02176493
02172443	02173137	02173852	02175013	02175329	02175680	02176051	02176497
02172458	02173144	02173888	02175021	02175334	02175682	02176071	02176500
02172459	02173179	02173899	02175022	02175335	02175697	02176079	02176502
02172467	02173189	02173956	02175033	02175344	02175699	02176080	02176503
02172468	02173191	02173989	02175034	02175366	02175701	02176085	02176506
02172507	02173221	02173990	02175037	02175368	02175703	02176089	02176511
02172515	02173236	02174013	02175038	02175376	02175705	02176090	02176514
02172516	02173242	02174022	02175043	02175390	02175708	02176096	02176517
02172519	02173259	02174027	02175044	02175392	02175753	02176101	02176533
02172520	02173267	02174029	02175050	02175399	02175755	02176131	02176542
02172545	02173272	02174030	02175051	02175400	02175762	02176132	02176569
02172548	02173278	02174044	02175062	02175402	02175764	02176133	02176583
02172551	02173279	02174115	02175063	02175405	02175771	02176134	02176584
02172552	02173280	02174133	02175072	02175410	02175776	02176136	02176587
02172556	02173287	02174163	02175077	02175411	02175777	02176148	02176591
02172575	02173290	02174190	02175083	02175412	02175778	02176149	02176594
02172614	02173307	02174205	02175098	02175415	02175779	02176167	02176597
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02172622	02173320	02174256	02175114	02175432	02175798	02176185	02176615
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02172667	02173393	02174325	02175140	02175459	02175827	02176240	02176643
02172707	02173394	02174326	02175141	02175471	02175828	02176245	02176644
02172708	02173396	02174327	02175147	02175473	02175835	02176247	02176647
02172718	02173429	02174346	02175154	02175481	02175842	02176249	02176653
02172728	02173451	02174347	02175157	02175485	02175843	02176251	02176654
02172729	02173470	02174348	02175185	02175497	02175849	02176252	02176665
02172736	02173479	02174372	02175189	02175503	02175850	02176254	02176669
02172745	02173493	02174391	02175202	02175504	02175852	02176258	02176676
02172800	02173505	02174412	02175203	02175506	02175858	02176261	02176679
02172817	02173506	02174418	02175206	02175507	02175867	02176262	02176681
02172829	02173521	02174419	02175208	02175517	02175868	02176277	02176691
02172861	02173529	02174428	02175209	02175518	02175874	02176278	02176714
02172864	02173530	02174460	02175212	02175526	02175881	02176279	02176720
02172866	02173532	02174466	02175222	02175528	02175891	02176280	02176727
02172867	02173548	02174494	02175223	02175532	02175897	02176289	02176728
02172868	02173556	02174514	02175226	02175539	02175908	02176299	02176738
02172869	02173563	02174529	02175241	02175556	02175922	02176300	02176740
02172883	02173569	02174603	02175244	02175561	02175930	02176301	02176745
02172899	02173596	02174604	02175246	02175574	02175936	02176356	02176751
02172900	02173597	02174623	02175254	02175582	02175937	02176357	02176752
02172927	02173623	02174661	02175261	02175584	02175956	02176377	02176760
02172940	02173624	02174663	02175274	02175585	02175959	02176381	02176766
02172941	02173637	02174668	02175277	02175595	02175960	02176389	02176776
02172964	02173646	02174677	02175283	02175599	02175963	02176390	02176777
02172967	02173651	02174705	02175284	02175614	02175964	02176393	02176786
02172992	02173654	02174727	02175285	02175615	02175967	02176396	02176794
02173015	02173661	02174735	02175291	02175616	02175974	02176402	02176799
02173016	02173663	02174750	02175294	02175624	02175979	02176403	02176800
02173017	02173664	02174762	02175296	02175625	02175985	02176413	02176806

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02176811	02177182	02177496	02178539	02179487	02180276	02181120	02181859
02176815	02177184	02177497	02178566	02179492	02180283	02181144	02181876
02176821	02177192	02177499	02178576	02179511	02180295	02181148	02181888
02176826	02177193	02177501	02178597	02179521	02180343	02181149	02181898
02176832	02177194	02177502	02178607	02179551	02180354	02181163	02181907
02176837	02177198	02177505	02178608	02179560	02180359	02181164	02181908
02176843	02177199	02177518	02178622	02179571	02180394	02181168	02181915
02176849	02177205	02177520	02178623	02179572	02180427	02181361	02181916
02176850	02177207	02177524	02178631	02179573	02180438	02181376	02181918
02176851	02177210	02177575	02178632	02179574	02180460	02181385	02181919
02176853	02177213	02177587	02178637	02179575	02180474	02181386	02181922
02176859	02177218	02177590	02178638	02179588	02180493	02181402	02181924
02176901	02177229	02177592	02178640	02179589	02180516	02181425	02181927
02176910	02177230	02177607	02178713	02179590	02180517	02181426	02181928
02176921	02177231	02177613	02178719	02179604	02180553	02181434	02181946
02176928	02177233	02177621	02178726	02179605	02180583	02181435	02181961
02176930	02177234	02177625	02178733	02179608	02180584	02181437	02181965
02176931	02177254	02177631	02178734	02179633	02180607	02181440	02181967
02176932	02177262	02177635	02178755	02179634	02180608	02181441	02181968
02176935	02177265	02177640	02178785	02179639	02180609	02181442	02181975
02176939	02177276	02177642	02178786	02179640	02180622	02181565	02181977
02176949	02177277	02177656	02178787	02179647	02180635	02181567	02181978
02176950	02177279	02177657	02178788	02179739	02180658	02181570	02181981
02176952	02177288	02177663	02178793	02179740	02180665	02181574	02181982
02176955	02177292	02177672	02178803	02179745	02180666	02181580	02181983
02176956	02177294	02177677	02178828	02179798	02180695	02181583	02181994
02176959	02177295	02178001	02178898	02179816	02180710	02181589	02181998
02176960	02177297	02178013	02178899	02179824	02180713	02181590	02182001
02176962	02177300	02178017	02178900	02179835	02180722	02181591	02182013
02176965	02177305	02178018	02178909	02179838	02180755	02181686	02182021
02176982	02177307	02178027	02178970	02179844	02180756	02181705	02182025
02176984	02177308	02178074	02178971	02179859	02180800	02181713	02182030
02176988	02177327	02178075	02178972	02179862	02180837	02181719	02182045
02176997	02177329	02178099	02178976	02179891	02180843	02181726	02182057
02177007	02177339	02178108	02178993	02179892	02180852	02181727	02182063
02177027	02177347	02178135	02179016	02179902	02180857	02181729	02182123
02177028	02177349	02178138	02179047	02179919	02180869	02181740	02182127
02177032	02177356	02178144	02179094	02179920	02180922	02181742	02182139
02177034	02177359	02178145	02179096	02179934	02180935	02181747	02182159
02177035	02177364	02178188	02179105	02179942	02181001	02181748	02182160
02177048	02177365	02178210	02179128	02179946	02181009	02181749	02182163
02177051	02177368	02178212	02179138	02179955	02181019	02181750	02182172
02177053	02177372	02178213	02179144	02179956	02181029	02181760	02182178
02177061	02177380	02178219	02179156	02179983	02181041	02181764	02182181
02177087	02177403	02178220	02179170	02179985	02181043	02181765	02182182
02177091	02177404	02178232	02179223	02179999	02181048	02181766	02182183
02177096	02177407	02178233	02179269	02180002	02181058	02181771	02182186
02177100	02177426	02178234	02179290	02180005	02181059	02181785	02182188
02177105	02177433	02178235	02179295	02180018	02181066	02181796	02182190
02177108	02177438	02178236	02179302	02180028	02181070	02181807	02182192
02177118	02177451	02178282	02179340	02180029	02181071	02181811	02182199
02177119	02177452	02178294	02179343	02180030	02181074	02181812	02182211
02177126	02177454	02178333	02179356	02180041	02181086	02181813	02182212
02177129	02177460	02178383	02179373	02180076	02181087	02181816	02182216
02177132	02177461	02178384	02179417	02180095	02181094	02181817	02182220
02177137	02177465	02178385	02179435	02180096	02181096	02181821	02182237
02177141	02177469	02178391	02179436	02180108	02181098	02181830	02182242
02177145	02177470	02178410	02179439	02180148	02181099	02181837	02182254
02177153	02177471	02178421	02179450	02180177	02181100	02181843	02182263
02177158	02177472	02178469	02179468	02180180	02181103	02181848	02182272
02177162	02177474	02178478	02179471	02180202	02181116	02181857	02182275
02177175	02177476	02178525	02179486	02180221	02181118	02181858	02182276

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02182277	02182628	02183099	02183746	02184298	02185075	02185807	02186085
02182278	02182635	02183100	02183751	02184301	02185092	02185812	02186086
02182281	02182638	02183104	02183757	02184377	02185103	02185816	02186088
02182283	02182642	02183128	02183771	02184396	02185105	02185824	02186095
02182284	02182648	02183134	02183811	02184397	02185107	02185836	02186107
02182285	02182667	02183146	02183827	02184401	02185126	02185837	02186108
02182286	02182680	02183149	02183828	02184402	02185146	02185842	02186125
02182290	02182681	02183164	02183831	02184406	02185147	02185849	02186126
02182297	02182682	02183172	02183835	02184444	02185174	02185851	02186130
02182301	02182690	02183175	02183853	02184451	02185212	02185853	02186131
02182310	02182693	02183176	02183857	02184458	02185227	02185857	02186132
02182315	02182695	02183180	02183872	02184460	02185255	02185861	02186139
02182320	02182696	02183197	02183881	02184461	02185264	02185863	02186142
02182324	02182700	02183199	02183889	02184462	02185350	02185864	02186145
02182332	02182701	02183201	02183890	02184466	02185421	02185876	02186170
02182335	02182709	02183205	02183891	02184469	02185447	02185886	02186173
02182336	02182716	02183219	02183913	02184472	02185505	02185889	02186182
02182337	02182725	02183244	02183919	02184510	02185507	02185907	02186185
02182343	02182738	02183263	02183926	02184514	02185511	02185908	02186186
02182347	02182749	02183269	02183958	02184515	02185518	02185909	02186188
02182348	02182753	02183271	02183984	02184516	02185528	02185911	02186189
02182354	02182765	02183285	02183988	02184539	02185537	02185913	02186192
02182373	02182772	02183286	02183998	02184547	02185538	02185916	02186196
02182416	02182784	02183298	02183999	02184559	02185550	02185917	02186203
02182422	02182785	02183299	02184005	02184560	02185551	02185918	02186211
02182429	02182786	02183308	02184008	02184588	02185577	02185919	02186214
02182435	02182788	02183315	02184009	02184618	02185580	02185922	02186230
02182442	02182799	02183322	02184012	02184624	02185583	02185929	02186232
02182448	02182826	02183335	02184017	02184627	02185587	02185932	02186239
02182450	02182846	02183341	02184025	02184629	02185592	02185933	02186240
02182457	02182855	02183348	02184026	02184636	02185593	02185936	02186241
02182464	02182880	02183357	02184030	02184644	02185601	02185939	02186242
02182472	02182894	02183375	02184032	02184646	02185604	02185943	02186260
02182473	02182895	02183378	02184037	02184656	02185607	02185952	02186261
02182474	02182907	02183386	02184044	02184682	02185608	02185953	02186274
02182476	02182912	02183392	02184047	02184692	02185609	02185957	02186275
02182479	02182913	02183393	02184048	02184693	02185611	02185958	02186278
02182484	02182914	02183422	02184066	02184694	02185621	02185959	02186280
02182485	02182915	02183425	02184102	02184695	02185627	02185960	02186281
02182486	02182920	02183442	02184105	02184715	02185629	02185961	02186282
02182492	02182930	02183443	02184108	02184750	02185632	02185982	02186283
02182495	02182946	02183445	02184109	02184751	02185633	02185985	02186284
02182499	02182975	02183458	02184129	02184807	02185634	02186000	02186292
02182500	02182976	02183497	02184130	02184809	02185643	02186007	02186296
02182506	02182984	02183499	02184147	02184816	02185649	02186009	02186297
02182507	02183000	02183501	02184152	02184817	02185650	02186016	02186301
02182509	02183014	02183503	02184153	02184822	02185672	02186017	02186311
02182510	02183015	02183508	02184154	02184823	02185673	02186021	02186316
02182512	02183027	02183512	02184155	02184848	02185676	02186023	02186318
02182523	02183032	02183514	02184172	02184862	02185678	02186026	02186334
02182552	02183046	02183552	02184173	02184899	02185681	02186033	02186335
02182554	02183047	02183553	02184174	02184905	02185684	02186034	02186337
02182586	02183048	02183580	02184177	02184906	02185688	02186035	02186342
02182591	02183054	02183586	02184199	02184921	02185697	02186036	02186343
02182594	02183068	02183598	02184202	02184953	02185706	02186049	02186345
02182608	02183069	02183611	02184204	02184965	02185731	02186050	02186350
02182609	02183075	02183615	02184212	02184967	02185744	02186054	02186367
02182618	02183082	02183643	02184259	02185007	02185757	02186063	02186373
02182621	02183083	02183647	02184273	02185045	02185770	02186070	02186379
02182625	02183096	02183648	02184274	02185063	02185782	02186074	02186384
02182626	02183097	02183655	02184284	02185073	02185791	02186075	02186386
02182627	02183098	02183672	02184294	02185074	02185805	02186076	02186388

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02186390	02187083	02187415	02187816	02190117	02190584	02195118	02195606
02186395	02187085	02187422	02187822	02190120	02190587	02195141	02195671
02186401	02187091	02187426	02187823	02190125	02190590	02195149	02195676
02186405	02187106	02187439	02187824	02190139	02190600	02195151	02195677
02186411	02187108	02187442	02187826	02190144	02190605	02195156	02195704
02186412	02187112	02187444	02187836	02190145	02190606	02195157	02195706
02186413	02187113	02187446	02187840	02190171	02190609	02195159	02195708
02186421	02187114	02187449	02187841	02190173	02190618	02195160	02195709
02186422	02187117	02187473	02187847	02190174	02190619	02195161	02195728
02186423	02187127	02187485	02187849	02190183	02190625	02195165	02195729
02186427	02187131	02187487	02187852	02190185	02190640	02195166	02195730
02186429	02187132	02187491	02187857	02190195	02190648	02195186	02195737
02186430	02187134	02187498	02187873	02190201	02190649	02195214	02195740
02186435	02187137	02187499	02187875	02190215	02190651	02195217	02195741
02186436	02187138	02187507	02187877	02190218	02190660	02195218	02195747
02186437	02187142	02187515	02187884	02190222	02190663	02195225	02195749
02186443	02187147	02187517	02187893	02190228	02190664	02195226	02195751
02186448	02187149	02187518	02187894	02190241	02190672	02195244	02195753
02186450	02187151	02187525	02187899	02190248	02190675	02195264	02195754
02186457	02187155	02187531	02187901	02190256	02190678	02195265	02195758
02186462	02187157	02187537	02187911	02190259	02190679	02195267	02195759
02186463	02187164	02187547	02187923	02190261	02190687	02195269	02195761
02186466	02187166	02187552	02187925	02190269	02190688	02195271	02195764
02186469	02187177	02187565	02187928	02190285	02190714	02195275	02195772
02186476	02187186	02187567	02187931	02190289	02190715	02195279	02195788
02186477	02187190	02187582	02187953	02190296	02190721	02195280	02195790
02186484	02187197	02187591	02187954	02190306	02190726	02195283	02195801
02186492	02187199	02187595	02187958	02190316	02190729	02195311	02195808
02186495	02187200	02187611	02187961	02190319	02190734	02195312	02195809
02186502	02187207	02187613	02187962	02190320	02190735	02195319	02195834
02186503	02187213	02187616	02187979	02190323	02190741	02195339	02195876
02186504	02187221	02187617	02187983	02190334	02190748	02195341	02195887
02186520	02187228	02187637	02187984	02190348	02190749	02195344	02195893
02186534	02187232	02187658	02187986	02190352	02190750	02195345	02195899
02186535	02187233	02187659	02187991	02190357	02190752	02195357	02195901
02186906	02187240	02187660	02187997	02190363	02190755	02195364	02195903
02186916	02187242	02187661	02188703	02190384	02190759	02195365	02195906
02186919	02187251	02187662	02188708	02190388	02190769	02195368	02195908
02186920	02187252	02187674	02188710	02190395	02190773	02195373	02195911
02186921	02187255	02187685	02188719	02190396	02190783	02195422	02195921
02186922	02187259	02187688	02188729	02190399	02190786	02195439	02195932
02186929	02187260	02187699	02188732	02190404	02190796	02195463	02195937
02186947	02187270	02187701	02190012	02190405	02190798	02195470	02195944
02186952	02187275	02187703	02190015	02190409	02190805	02195481	02195945
02186974	02187283	02187706	02190016	02190410	02190811	02195482	02195953
02186975	02187284	02187718	02190025	02190411	02190812	02195484	02195984
02186980	02187306	02187719	02190028	02190412	02195005	02195485	02195985
02186981	02187308	02187720	02190033	02190417	02195036	02195496	02195986
02186982	02187314	02187735	02190040	02190419	02195040	02195497	02195987
02186983	02187315	02187752	02190048	02190423	02195041	02195512	02196024
02186987	02187324	02187753	02190050	02190459	02195042	02195513	02196030
02186990	02187330	02187755	02190057	02190465	02195043	02195516	02196037
02186996	02187332	02187757	02190064	02190469	02195058	02195529	02196044
02187011	02187335	02187758	02190067	02190512	02195072	02195540	02196055
02187017	02187354	02187761	02190069	02190527	02195076	02195541	02196069
02187019	02187359	02187764	02190070	02190531	02195083	02195554	02196070
02187020	02187384	02187797	02190075	02190559	02195084	02195555	02196093
02187030	02187396	02187802	02190077	02190562	02195085	02195556	02196109
02187047	02187404	02187803	02190086	02190564	02195096	02195561	02196111
02187058	02187410	02187804	02190091	02190568	02195100	02195569	02196112
02187059	02187413	02187805	02190095	02190571	02195104	02195570	02196148
02187076	02187414	02187806	02190101	02190572	02195114	02195571	02196150

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02196160	02196629	02199652	02200054	02200571	0600000A	0600058	1000000402
02196177	02196644	02199656	02200063	02200588	0600000B	0600058A	1000000413
02196181	02196659	02199666	02200066	02200589	0600004	0600058B	1000000446
02196186	02196668	02199667	02200072	02200591	0600004A	0600060A	1000000510
02196187	02199090	02199671	02200076	02200595	0600004B	0600060B	1000000521
02196217	02199102	02199681	02200077	02200596	0600011	0600061	1000000535
02196242	02199119	02199682	02200107	02200597	0600011A	0600061A	1000000536
02196246	02199124	02199684	02200112	02200602	0600011B	0600061B	1000000562
02196264	02199133	02199686	02200119	02200613	0600015	0600062	1000000664
02196266	02199141	02199687	02200123	02200614	0600016	0600062A	1000000696
02196285	02199149	02199690	02200136	02200620	0600016A	0600062B	1000000699
02196295	02199163	02199694	02200154	02200623	0600016B	0600067	1000000809
02196296	02199172	02199699	02200178	02200624	0600017	0600067A	1000000811
02196302	02199184	02199715	02200195	02200628	0600017A	0600067B	1000000850
02196306	02199187	02199717	02200202	02200629	0600017B	0600069	1000000908
02196307	02199189	02199739	02200207	02200637	0600020	0600071	1000001093
02196308	02199196	02199758	02200210	02200645	0600020A	0600074	1000001103
02196309	02199200	02199774	02200213	02200650	0600020B	0600075	1000001112
02196319	02199204	02199775	02200221	02200659	0600023	0600076	1000001142
02196321	02199231	02199776	02200227	02200662	0600024	0900143794	1000001154
02196324	02199251	02199786	02200239	02200665	0600025	0P400032	1000001170
02196329	02199254	02199790	02200243	02200666	0600025A	0P400183	1000001272
02196330	02199291	02199793	02200244	02200688	0600025B	0P400273	1000001279
02196336	02199292	02199794	02200252	02200715	0600026	0P400462	1000001301
02196343	02199302	02199807	02200253	02200731	0600026A	0P400919	1000001363
02196351	02199303	02199808	02200254	02200740	0600026B	0P404007	1000001388
02196357	02199314	02199819	02200257	02200773	0600027	1000000031	1000001403
02196362	02199318	02199820	02200275	02200782	0600027A	1000000039	1000001418
02196374	02199328	02199825	02200279	02200790	0600027B	1000000043	1000001432
02196380	02199339	02199827	02200284	02200819	0600028	1000000052	1000001436
02196381	02199341	02199860	02200311	02200855	0600029	1000000062	1000001479
02196383	02199343	02199865	02200316	02201836	0600029A	1000000063	1000001482
02196390	02199347	02199883	02200322	02201837	0600029B	1000000071	1000001483
02196391	02199351	02199905	02200334	02201844	0600031	1000000073	1000001498
02196393	02199357	02199910	02200346	02201846	0600031A	1000000075	1000001505
02196440	02199372	02199911	02200360	02201848	0600031B	1000000089	1000001577
02196441	02199387	02199912	02200364	02201855	0600032	1000000092	1000001724
02196442	02199401	02199915	02200382	02201860	0600032A	1000000096	1000001725
02196444	02199405	02199917	02200383	02201870	0600032B	1000000118	1000001762
02196451	02199408	02199921	02200391	02202202	0600033	1000000171	1000001767
02196457	02199410	02199923	02200393	02202215	0600034	1000000182	1000001768
02196458	02199413	02199935	02200400	02202216	0600034A	1000000186	1000001769
02196468	02199414	02199936	02200410	02202218	0600034B	1000000191	1000001852
02196487	02199418	02199937	02200414	02202219	0600037	1000000200	1000001881
02196492	02199425	02199938	02200424	02202271	0600043	1000000227	1000001927
02196495	02199436	02199956	02200425	02202279	0600043A	1000000242	1000001929
02196499	02199441	02199981	02200428	02202297	0600043B	1000000254	1000001950
02196509	02199444	02199984	02200435	02202364	0600044	1000000258	1000002052
02196510	02199445	02199985	02200441	02202400	0600044A	1000000275	1000002088
02196511	02199467	02199991	02200461	02202443	0600044B	1000000277	1000002110
02196525	02199477	02200003	02200470	02202496	0600048	1000000308	1000002159
02196534	02199492	02200021	02200494	02202586	0600048A	1000000314	1000002167
02196550	02199494	02200024	02200504	02202587	0600048B	1000000320	1000002179
02196565	02199508	02200026	02200505	02202590	0600049	1000000321	1000002223
02196566	02199533	02200027	02200506	02202591	0600053	1000000322	1000002243
02196573	02199577	02200030	02200508	02202612	0600053A	1000000332	1000002304
02196578	02199595	02200031	02200523	02202613	0600053B	1000000336	1000002343
02196589	02199627	02200035	02200539	02202634	0600054	1000000337	1000002439
02196591	02199637	02200040	02200544	02202657	0600055	1000000338	1000002488
02196595	02199638	02200041	02200551	02202712	0600056	1000000350	1000002500
02196602	02199642	02200043	02200556	02202726	0600056A	1000000371	1000002509
02196621	02199643	02200053	02200561	0600000	0600056B	1000000384	1000002539

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1000002567	1000004870	1000006715	1000008345	1000009857	1000011527	1000013413	1000015072
1000002588	1000004888	1000006781	1000008350	1000009888	1000011553	1000013420	1000015084
1000002608	1000004951	1000006825	1000008357	1000009910	1000011554	1000013436	1000015093
1000002619	1000004960	1000006879	1000008407	1000009952	1000011570	1000013458	1000015135
1000002663	1000005032	1000006902	1000008415	1000009966	1000011576	1000013508	1000015186
1000002716	1000005033	1000006904	1000008419	1000009994	1000011587	1000013539	1000015188
1000002731	1000005065	1000006923	1000008441	1000010034	1000011702	1000013540	1000015210
1000002841	1000005093	1000006982	1000008442	1000010048	1000011805	1000013564	1000015221
1000002934	1000005098	1000006983	1000008537	1000010082	1000011819	1000013571	1000015251
1000002947	1000005150	1000006990	1000008543	1000010109	1000011861	1000013573	1000015271
1000003116	1000005177	1000007017	1000008546	1000010202	1000011889	1000013623	1000015287
1000003134	1000005198	1000007034	1000008556	1000010234	1000011896	1000013649	1000015290
1000003157	1000005219	1000007043	1000008599	1000010324	1000011943	1000013659	1000015378
1000003162	1000005255	1000007044	1000008604	1000010338	1000011982	1000013676	1000015379
1000003205	1000005272	1000007065	1000008613	1000010339	1000011996	1000013677	1000015396
1000003262	1000005299	1000007068	1000008665	1000010378	1000012048	1000013696	1000015406
1000003276	1000005316	1000007089	1000008699	1000010382	1000012057	1000013795	1000015420
1000003316	1000005401	1000007105	1000008734	1000010385	1000012093	1000013848	1000015433
1000003319	1000005403	1000007135	1000008740	1000010465	1000012102	1000013913	1000015450
1000003395	1000005500	1000007140	1000008785	1000010483	1000012147	1000013915	1000015498
1000003397	1000005501	1000007154	1000008787	1000010491	1000012169	1000014010	1000015500
1000003433	1000005509	1000007164	1000008817	1000010492	1000012180	1000014064	1000015567
1000003482	1000005542	1000007165	1000008819	1000010493	1000012196	1000014202	1000015584
1000003508	1000005544	1000007205	1000008879	1000010518	1000012231	1000014208	1000015650
1000003547	1000005565	1000007249	1000008930	1000010524	1000012246	1000014218	1000015659
1000003581	1000005567	1000007251	1000008936	1000010529	1000012382	1000014268	1000015666
1000003659	1000005576	1000007252	1000008945	1000010642	1000012417	1000014302	1000015738
1000003768	1000005601	1000007339	1000008946	1000010656	1000012506	1000014358	1000015739
1000003799	1000005650	1000007379	1000009016	1000010664	1000012516	1000014360	1000015767
1000003847	1000005653	1000007398	1000009035	1000010795	1000012522	1000014378	1000015781
1000003857	1000005656	1000007414	1000009043	1000010839	1000012588	1000014410	1000015828
1000003874	1000005671	1000007463	1000009048	1000010851	1000012618	1000014411	1000015849
1000003881	1000005681	1000007505	1000009074	1000010867	1000012630	1000014457	1000015855
1000003915	1000005698	1000007577	1000009126	1000010868	1000012688	1000014489	1000015870
1000003936	1000005726	1000007596	1000009186	1000010872	1000012734	1000014490	1000015879
1000004030	1000005732	1000007695	1000009242	1000010873	1000012760	1000014491	1000016004
1000004050	1000005746	1000007720	1000009243	1000010897	1000012773	1000014528	1000016033
1000004152	1000005767	1000007761	1000009248	1000010909	1000012774	1000014539	1000016034
1000004158	1000005879	1000007790	1000009252	1000010934	1000012856	1000014566	1000016035
1000004183	1000005881	1000007804	1000009259	1000011057	1000012871	1000014595	1000016045
1000004190	1000005918	1000007820	1000009290	1000011062	1000012886	1000014641	1000016056
1000004246	1000005928	1000007835	1000009313	1000011091	1000012887	1000014648	1000016084
1000004275	1000005965	1000007844	1000009334	1000011145	1000012916	1000014666	1000016135
1000004311	1000006007	1000007863	1000009374	1000011152	1000012934	1000014667	1000016177
1000004410	1000006042	1000007927	1000009375	1000011162	1000012936	1000014782	1000016242
1000004433	1000006056	1000007941	1000009405	1000011163	1000012973	1000014785	1000016244
1000004444	1000006104	1000007942	1000009413	1000011182	1000012978	1000014809	1000016276
1000004479	1000006128	1000008007	1000009425	1000011229	1000013028	1000014892	1000016297
1000004537	1000006166	1000008021	1000009461	1000011250	1000013035	1000014894	1000016336
1000004594	1000006174	1000008073	1000009557	1000011267	1000013059	1000014905	1000016367
1000004597	1000006230	1000008090	1000009579	1000011295	1000013071	1000014907	1000016378
1000004653	1000006407	1000008096	1000009587	1000011331	1000013088	1000014948	1000016402
1000004701	1000006408	1000008102	1000009588	1000011350	1000013123	1000014951	1000016414
1000004715	1000006415	1000008106	1000009649	1000011360	1000013134	1000014952	1000016433
1000004739	1000006442	1000008130	1000009655	1000011361	1000013187	1000014953	1000016444
1000004748	1000006458	1000008139	1000009682	1000011390	1000013188	1000014961	1000016448
1000004757	1000006464	1000008155	1000009688	1000011406	1000013198	1000014962	1000016475
1000004760	1000006526	1000008203	1000009715	1000011435	1000013259	1000014971	1000016478
1000004786	1000006590	1000008234	1000009742	1000011455	1000013274	1000015039	1000016496
1000004802	1000006595	1000008307	1000009746	1000011479	1000013290	1000015058	1000016535
1000004867	1000006658	1000008309	1000009767	1000011498	1000013323	1000015061	1000016543
1000004868	1000006664	1000008311	1000009816	1000011509	1000013385	1000015065	1000016545

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1000016588	1000018526	1000020127	1000021886	1000023796	1000025485	1000026859	1000028832
1000016592	1000018528	1000020138	1000021930	1000023809	1000025504	1000026916	1000028893
1000016730	1000018540	1000020169	1000021944	1000023810	1000025547	1000026922	1000028895
1000016734	1000018545	1000020189	1000022033	1000023824	1000025600	1000026927	1000028917
1000016740	1000018554	1000020215	1000022042	1000023853	1000025600	1000026949	1000028989
1000016786	1000018607	1000020237	1000022086	1000023863	1000025607	1000026994	1000028999
1000016794	1000018610	1000020247	1000022130	1000023926	1000025688	1000027007	1000029008
1000016859	1000018773	1000020257	1000022138	1000023934	1000025745	1000027096	1000029017
1000016887	1000018798	1000020273	1000022216	1000023959	1000025746	1000027132	1000029022
1000016923	1000018804	1000020276	1000022236	1000024003	1000025784	1000027133	1000029040
1000016925	1000018823	1000020282	1000022305	100002404	100002588	1000027153	1000029052
1000016934	100001886	1000020320	1000022322	100002405	1000025881	1000027179	1000029064
1000017002	1000018866	1000020356	1000022357	1000024099	100002592	1000027246	1000029116
1000017003	1000018909	1000020368	1000022365	1000024103	1000025923	1000027275	1000029138
1000017008	1000018947	1000020453	1000022395	1000024110	1000025924	1000027382	1000029140
1000017013	100001895	1000020454	1000022411	1000024163	1000025933	1000027425	1000029143
1000017017	100001896	1000020479	1000022458	1000024202	1000025946	1000027460	1000029216
1000017054	1000018993	1000020485	1000022459	1000024227	1000025949	1000027477	1000029250
1000017076	1000019001	1000020507	1000022538	1000024241	1000025961	1000027488	1000029259
1000017133	1000019050	1000020564	1000022601	1000024247	1000025962	1000027491	1000029267
1000017168	100001906	1000020602	1000022669	1000024251	1000025971	100002750	1000029285
1000017169	100001909	1000020604	1000022683	1000024252	1000025981	100002756	1000029288
1000017201	1000019094	1000020616	1000022687	1000024280	1000026003	1000027593	1000029310
1000017232	100001911	1000020650	1000022721	1000024288	1000026008	1000027664	1000029385
1000017237	1000019117	1000020665	1000022755	1000024327	1000026014	1000027726	1000029393
1000017280	100001912	1000020678	1000022786	1000024409	1000026065	100002773	1000029445
1000017332	1000019131	1000020695	1000022815	1000024418	1000026075	1000027750	1000029469
1000017348	1000019171	1000020743	1000022860	1000024423	1000026097	1000027821	1000029500
1000017351	1000019175	1000020803	1000022861	1000024473	1000026143	1000027848	1000029504
1000017385	1000019189	1000020813	1000022949	1000024487	1000026144	1000027861	1000029563
1000017386	1000019195	1000020929	1000022958	1000024491	1000026152	1000027912	1000029567
1000017393	1000019256	1000020942	1000022961	1000024497	1000026153	1000027932	1000029568
1000017469	1000019273	1000020984	100002303	1000024498	1000026154	1000027938	1000029573
1000017519	1000019287	1000020992	1000023054	1000024544	1000026156	1000027949	1000029658
100001752	1000019309	1000021019	1000023056	1000024620	1000026223	1000027961	1000029662
1000017526	1000019316	1000021102	1000023101	1000024625	1000026224	1000027984	1000029724
100001756	1000019358	1000021020	1000023102	1000024633	1000026339	1000028070	1000029777
1000017562	1000019363	1000021054	1000023121	1000024662	1000026347	1000028071	1000029779
1000017564	1000019364	1000021072	1000023141	1000024666	1000026392	1000028113	1000029802
1000017609	1000019384	1000021112	1000023147	1000024669	1000026395	1000028124	1000029805
100001762	1000019389	1000021126	1000023211	1000024678	1000026425	1000028130	1000029807
1000017633	1000019390	1000021142	1000023270	1000024680	1000026436	100002815	100002985
1000017771	1000019420	1000021196	1000023313	1000024690	1000026458	1000028183	1000029861
1000017816	1000019427	1000021197	1000023319	1000024691	1000026501	1000028206	100002990
1000017866	1000019457	1000021260	1000023327	1000024696	1000026537	1000028209	1000029965
1000018022	1000019481	1000021333	1000023392	100002472	1000026548	1000028222	1000030054
100001809	1000019562	1000021367	1000023436	1000024752	100002658	1000028249	1000030063
100001812	1000019573	1000021449	1000023475	100002476	1000026583	1000028257	1000030064
1000018123	1000019641	100002145	1000023485	1000024763	1000026655	1000028302	1000030071
1000018136	1000019677	1000021465	1000023494	1000024994	1000026659	1000028303	1000030072
1000018167	1000019734	1000021466	1000023509	1000025032	1000026675	1000028310	1000030073
1000018168	1000019835	1000021468	1000023510	1000025088	1000026691	1000028336	100003010
1000018227	1000019889	1000021472	1000023558	1000025115	1000026698	1000028349	1000030121
1000018270	1000019904	1000021489	1000023576	1000025149	1000026720	1000028482	1000030122
1000018324	1000020000	1000021558	1000023584	1000025167	1000026729	1000028523	1000030149
1000018348	1000020028	1000021607	1000023611	1000025170	1000026731	1000028531	1000030189
1000018367	1000020055	1000021623	1000023612	1000025181	1000026751	1000028540	1000030201
1000018372	1000020073	1000021625	1000023646	1000025185	1000026752	1000028579	1000030232
1000018377	1000020081	1000021627	1000023715	1000025241	1000026753	1000028702	1000030272
1000018429	1000020086	1000021791	1000023747	1000025269	1000026782	1000028711	1000030274
1000018507	1000020105	1000021824	1000023779	1000025308	1000026818	1000028785	1000030278
1000018522	1000020124	1000021879	100002379	1000025434	1000026837	1000028825	1000030280

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1000030296	100003195	1000033666	1000035937	1000037665	1000039469	1000041094	1000042290
1000030307	1000031956	1000033671	1000036013	1000037667	1000039470	1000041099	1000042390
1000030312	1000031989	1000033723	1000036027	1000037672	1000039483	1000041116	100004240
1000030387	1000032033	1000033783	1000036028	1000037673	1000039486	1000041117	1000042407
1000030414	1000032050	1000033793	1000036071	1000037695	1000039534	1000041119	1000042408
1000030438	1000032064	1000033969	1000036140	1000037732	1000039554	1000041147	1000042417
100003046	1000032107	1000033998	1000036166	1000037744	1000039560	100004117	1000042488
1000030475	1000032114	1000034032	1000036179	1000037773	1000039583	1000041202	1000042506
1000030524	1000032133	1000034033	1000036181	1000037789	1000039596	1000041210	1000042608
1000030592	1000032195	1000034110	1000036215	1000037848	1000039678	1000041248	1000042631
1000030613	1000032293	1000034139	100003628	1000037949	1000039680	1000041284	1000042672
100003062	1000032296	1000034154	100003634	1000038004	1000039735	1000041359	100004269
1000030638	1000032313	1000034205	1000036341	1000038012	1000039738	1000041362	1000042715
1000030671	1000032351	1000034242	1000036389	1000038121	1000039805	1000041380	1000042719
1000030675	1000032371	1000034278	1000036390	100003813	1000039836	1000041381	1000042735
1000030695	1000032435	1000034370	1000036444	100003815	1000039924	1000041382	1000042813
1000030713	1000032436	100003445	1000036485	1000038196	1000039931	1000041383	1000042818
1000030780	1000032437	1000034687	1000036486	1000038197	1000040056	1000041411	1000042819
1000030823	1000032448	1000034700	1000036520	1000038202	1000040104	1000041442	1000042893
1000030843	1000032449	1000034783	1000036521	1000038215	1000040108	1000041445	1000042921
1000030891	1000032523	1000034794	1000036539	1000038241	1000040111	1000041449	1000042975
1000030893	1000032548	1000034839	1000036546	1000038266	1000040131	1000041472	1000042992
1000030930	1000032549	1000034847	100003662	1000038269	1000040132	1000041477	1000043032
1000030931	1000032565	1000034849	100003666	1000038273	1000040170	1000041551	1000043148
1000030969	1000032623	1000034855	1000036805	1000038275	1000040196	1000041563	1000043192
1000030994	1000032676	1000034872	1000036808	1000038297	100004024	1000041599	1000043219
1000031007	1000032700	1000034888	1000036817	100003830	1000040252	1000041626	1000043251
1000031013	100003271	1000034901	1000036818	1000038310	1000040371	1000041637	1000043276
1000031050	1000032712	1000034944	1000036820	1000038395	100004042	1000041665	1000043277
1000031084	1000032759	1000034948	1000036833	1000038399	1000040428	1000041719	1000043296
1000031092	1000032790	1000034992	1000036835	1000038448	1000040430	1000041760	1000043305
1000031111	1000032802	1000035036	1000036866	1000038488	1000040445	1000041794	1000043350
1000031124	1000032874	1000035039	100003688	1000038504	100004050	1000041808	1000043411
1000031151	1000032887	1000035107	1000036915	1000038509	1000040501	1000041822	1000043470
1000031162	1000032898	1000035135	1000036931	1000038575	1000040536	1000041844	1000043479
100003121	1000032950	1000035150	1000036977	1000038622	1000040554	1000041858	1000043523
1000031219	1000032975	1000035151	100003698	1000038623	1000040604	1000041860	1000043547
1000031233	1000032983	1000035154	1000037022	1000038662	1000040613	1000041902	1000043603
1000031257	1000032996	1000035168	1000037061	1000038663	1000040640	1000041947	1000043613
1000031264	1000033001	1000035182	1000037062	1000038720	100004066	1000041962	100004363
1000031287	1000033018	1000035200	1000037063	1000038721	1000040669	1000041969	1000043648
1000031292	1000033033	1000035208	1000037105	1000038728	1000040681	1000041980	100004367
1000031323	1000033035	1000035245	1000037129	100003875	1000040724	1000041995	1000043679
1000031324	100003305	1000035256	1000037211	100003876	1000040762	1000041996	100004379
1000031327	1000033076	1000035264	1000037239	1000038861	1000040763	1000042048	1000043849
1000031363	1000033123	1000035333	100003726	1000038912	1000040790	1000042049	1000043945
1000031432	1000033148	100003535	1000037288	1000038929	1000040802	1000042055	1000043978
1000031448	1000033188	1000035379	1000037317	1000038977	1000040806	1000042101	1000044058
1000031452	1000033251	1000035404	1000037324	1000038983	1000040820	1000042104	1000044089
1000031470	1000033277	1000035413	1000037339	1000039083	1000040822	1000042151	1000044090
100003153	1000033304	1000035460	1000037394	1000039126	1000040847	1000042153	1000044107
1000031531	1000033429	1000035583	1000037396	100003923	1000040906	100004216	1000044122
1000031551	1000033433	1000035594	1000037405	1000039234	1000040932	100004217	1000044200
1000031564	1000033453	1000035595	100003741	1000039293	1000040969	100004219	1000044224
1000031587	1000033466	100003560	1000037429	1000039315	1000041000	1000042191	1000044228
100003163	1000033488	1000035675	1000037490	1000039328	1000041010	1000042192	1000044257
1000031674	1000033495	1000035726	1000037548	1000039366	1000041016	1000042205	1000044318
100003168	1000033511	1000035758	1000037549	1000039385	1000041017	1000042251	1000044364
1000031684	1000033592	1000035824	1000037568	1000039390	1000041032	1000042253	1000044400
1000031863	1000033602	1000035846	1000037569	1000039391	1000041060	1000042265	1000044401
1000031927	1000033603	1000035859	100003763	1000039394	1000041085	1000042269	1000044402
1000031945	1000033617	1000035888	100003764	1000039416	1000041086	1000042270	100004442

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000044461	100004652	1000048105	100004979	1000051658	1000053497	1000055125	1000056819
1000044554	1000046529	1000048139	1000049798	1000051693	1000053519	1000055180	1000056866
1000044604	1000046609	1000048140	1000049839	1000051734	1000053523	1000055315	1000056870
1000044632	1000046629	1000048168	100004984	1000051833	1000053550	1000055334	1000056880
1000044670	1000046653	1000048180	1000049869	1000051834	1000053569	1000055355	1000056892
1000044685	1000046682	1000048184	1000049898	1000051836	1000053612	1000055386	1000056898
1000044733	1000046695	1000048208	1000049899	1000051934	1000053618	1000055410	1000056899
1000044783	1000046702	1000048226	100004992	1000051944	1000053653	1000055481	1000056929
1000044797	1000046703	1000048270	1000049960	1000051970	1000053672	1000055534	1000056953
1000044815	1000046707	1000048275	1000049967	1000051974	1000053769	1000055546	1000057033
1000044844	100004671	1000048276	1000049973	1000052020	1000053795	1000055549	1000057044
1000044853	1000046714	1000048285	1000049979	1000052099	1000053840	1000055556	1000057103
1000044879	1000046732	1000048291	1000049994	1000052156	1000053854	1000055588	1000057105
1000044899	1000046737	1000048350	1000050013	1000052188	1000053872	1000055560	1000057127
1000044921	1000046738	1000048364	1000050036	1000052242	1000053894	1000055656	1000057153
1000044926	1000046743	1000048383	1000050072	1000052268	1000053896	1000055683	1000057163
1000044927	1000046781	1000048534	1000050084	1000052303	1000053898	1000055713	1000057193
1000044931	1000046785	1000048553	1000050111	1000052309	1000053934	1000055738	1000057234
1000044944	1000046897	1000048580	100005015	1000052365	1000053935	1000055775	1000057254
1000044948	1000046899	1000048584	1000050153	1000052377	100005398	1000055821	1000057281
1000045022	1000046903	1000048624	1000050194	1000052383	1000053985	1000055855	1000057289
1000045087	1000046922	1000048632	1000050197	1000052384	1000054027	1000055901	1000057292
1000045098	1000046924	1000048669	1000050198	1000052398	1000054075	1000055966	1000057386
1000045116	100004698	1000048691	1000050235	1000052423	1000054116	1000055985	1000057393
1000045124	1000047045	1000048713	1000050262	1000052450	1000054128	1000056021	1000057438
1000045211	1000047053	1000048717	1000050265	1000052482	1000054185	100005604	1000057485
1000045213	1000047065	1000048751	1000050393	1000052536	1000054214	100005606	1000057490
1000045309	1000047071	1000048799	1000050402	1000052539	1000054269	1000056070	1000057493
100004531	1000047072	1000048801	1000050491	1000052554	1000054289	1000056079	1000057557
1000045311	1000047087	1000048850	1000050591	1000052586	1000054322	100005608	1000057602
1000045314	1000047091	1000048908	100005060	1000052593	1000054334	1000056084	1000057640
1000045357	1000047212	1000048967	1000050623	1000052626	1000054376	1000056103	1000057651
1000045361	1000047272	1000049079	1000050626	1000052684	1000054391	1000056134	1000057662
1000045420	1000047318	1000049084	100005069	1000052721	1000054425	1000056148	1000057683
1000045440	1000047325	1000049097	1000050713	1000052747	1000054444	1000056163	1000057702
1000045487	1000047352	1000049114	1000050758	1000052756	1000054451	1000056189	1000057705
1000045518	1000047376	1000049119	1000050765	1000052830	1000054493	100005619	1000057790
1000045544	1000047408	1000049158	1000050767	1000052873	1000054546	1000056295	1000057843
1000045638	1000047471	1000049168	1000050780	1000052876	1000054630	1000056299	1000057904
1000045712	1000047472	1000049169	1000050794	1000052881	1000054643	1000056302	1000057932
1000045737	1000047474	100004924	1000050820	100005292	100005465	1000056327	1000057936
1000045751	1000047555	1000049329	1000050824	1000052983	1000054650	1000056355	1000057968
1000045780	1000047573	1000049354	1000050852	1000053012	1000054652	1000056364	100005798
1000045852	1000047644	1000049363	1000050937	1000053025	100005467	1000056367	1000057984
100004587	1000047651	1000049378	1000050996	1000053079	1000054735	1000056379	1000057991
1000045932	1000047663	1000049484	1000051087	1000053129	1000054749	1000056380	1000058005
1000045938	1000047693	1000049499	1000051096	1000053149	1000054752	1000056387	1000058043
1000045962	1000047728	1000049520	1000051097	1000053152	1000054805	1000056399	1000058050
100004602	1000047799	1000049532	1000051098	1000053154	1000054836	1000056422	1000058058
1000046059	1000047807	1000049534	1000051114	1000053179	1000054855	1000056474	1000058091
1000046077	1000047832	1000049548	1000051126	1000053182	1000054868	1000056503	1000058117
1000046139	1000047843	100004956	1000051213	1000053193	1000054915	1000056504	1000058261
1000046145	1000047940	1000049582	1000051215	1000053208	1000054970	1000056533	1000058292
100004618	1000047941	1000049583	1000051253	1000053273	1000054974	1000056534	1000058372
1000046199	1000048046	1000049586	1000051277	1000053336	1000054989	1000056622	1000058397
1000046204	1000048049	1000049589	100005130	1000053344	1000055000	1000056627	1000058468
1000046240	1000048066	1000049591	100005134	1000053402	1000055001	1000056662	1000058477
1000046326	1000048092	1000049676	1000051349	1000053412	1000055012	1000056705	1000058510
1000046379	1000048093	1000049679	1000051446	1000053443	1000055037	1000056784	1000058517
1000046462	1000048098	1000049682	1000051457	100005347	1000055041	100005679	1000058694
1000046499	1000048099	1000049735	1000051508	1000053477	1000055053	1000056816	1000058730
1000046516	1000048103	1000049785	1000051551	1000053478	1000055112	1000056818	1000058731

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000058734	1000060057	100006118	1000063310	1000064928	1000066611	1000067938	1000069419
1000058780	1000060075	1000061217	1000063321	1000064983	1000066769	1000067939	1000069445
1000058805	1000060091	1000061245	1000063340	1000065103	1000066778	1000068050	1000069465
1000058810	1000060093	1000061401	1000063375	1000065104	1000066795	1000068058	1000069469
1000058818	1000060099	1000061439	1000063386	100006514	1000066816	100006806	100006947
1000058879	1000060122	1000061442	1000063414	1000065143	1000066851	1000068064	100006948
1000058905	1000060134	1000061474	1000063418	1000065180	1000066852	1000068131	1000069514
1000058918	1000060138	100006152	1000063428	1000065189	1000066853	1000068178	100006953
1000058953	1000060140	1000061572	1000063447	100006520	1000066915	1000068198	1000069531
1000058989	1000060151	1000061579	1000063464	1000065237	1000066916	100006821	1000069542
1000059023	1000060172	100006164	1000063490	1000065238	1000066918	1000068268	1000069543
1000059032	1000060183	1000061666	1000063522	1000065245	1000066950	1000068270	1000069547
1000059049	1000060216	1000061707	1000063550	1000065257	1000066958	1000068272	1000069554
1000059081	1000060227	1000061714	1000063562	1000065259	1000066964	1000068347	1000069586
1000059082	1000060232	1000061734	1000063564	1000065381	1000066982	1000068364	1000069636
1000059164	1000060248	1000061742	100006357	1000065382	1000067007	1000068367	1000069645
1000059183	1000060249	1000061769	1000063587	1000065389	1000067031	1000068389	1000069655
1000059251	1000060277	1000061779	1000063603	1000065484	1000067045	1000068396	1000069685
1000059309	1000060285	1000061790	1000063622	1000065491	1000067061	1000068414	1000069713
1000059320	1000060310	1000061796	1000063640	1000065508	1000067062	1000068432	1000069714
1000059322	1000060325	1000061801	1000063661	1000065518	1000067063	1000068435	1000069760
1000059344	1000060331	1000061816	1000063693	1000065560	1000067064	1000068587	1000069798
1000059360	1000060353	100006185	1000063774	1000065584	1000067081	1000068604	1000069837
1000059376	1000060381	1000061963	1000063809	1000065591	1000067100	1000068628	1000069844
1000059386	1000060449	1000061974	1000063844	1000065605	1000067117	1000068648	1000069954
1000059401	1000060465	1000061982	1000063846	100006563	1000067143	1000068655	1000069963
1000059403	1000060509	1000062063	100006385	1000065707	1000067149	1000068682	1000070007
1000059405	1000060526	1000062084	1000063862	1000065723	1000067153	1000068688	1000070014
1000059406	1000060537	100006217	1000063927	1000065777	1000067156	1000068730	100007008
1000059424	1000060555	1000062279	1000063981	1000065823	1000067189	1000068735	1000070090
1000059434	1000060564	1000062287	1000063984	1000065840	100006732	1000068743	1000070110
1000059438	1000060566	1000062354	1000063989	1000065845	1000067355	1000068750	1000070128
1000059449	1000060626	1000062355	1000064017	1000065865	1000067383	1000068761	1000070156
1000059455	1000060628	1000062375	1000064034	100006587	1000067387	1000068767	1000070166
1000059464	1000060649	1000062377	1000064063	1000065886	1000067425	1000068789	1000070192
1000059470	1000060663	1000062400	1000064076	1000065938	1000067432	1000068856	1000070209
1000059472	1000060681	1000062460	1000064081	1000065949	1000067457	1000068879	1000070213
1000059500	1000060682	1000062542	1000064087	1000065970	1000067480	1000068886	1000070214
1000059517	1000060687	1000062577	1000064116	1000065976	1000067513	1000068889	1000070278
1000059524	1000060700	1000062623	1000064131	1000065977	1000067552	1000068951	1000070305
1000059533	1000060703	1000062690	1000064142	1000065996	1000067562	1000068981	1000070354
1000059534	1000060730	1000062723	1000064191	1000066013	1000067587	1000068983	1000070385
1000059535	1000060731	100006274	1000064197	1000066016	1000067602	1000068995	1000070455
1000059601	1000060733	1000062786	1000064256	100006602	1000067603	1000069051	1000070542
1000059641	1000060734	100006282	1000064304	1000066087	1000067605	1000069071	1000070599
1000059671	1000060743	1000062867	1000064305	1000066088	1000067626	1000069073	100007064
1000059713	1000060767	1000062896	100006438	1000066133	1000067627	1000069081	1000070648
1000059738	1000060792	1000062943	1000064387	1000066138	1000067637	1000069109	1000070681
1000059758	1000060793	1000062968	1000064394	1000066243	1000067649	1000069180	1000070695
1000059785	1000060830	1000062982	1000064492	1000066274	1000067693	1000069203	1000070709
1000059798	1000060844	1000063022	1000064515	1000066318	1000067734	1000069204	100007071
1000059808	1000060892	1000063037	1000064535	1000066332	1000067746	1000069221	100007072
1000059829	1000060895	1000063054	1000064536	1000066381	1000067759	1000069226	100007073
1000059847	1000060957	1000063098	1000064541	1000066382	1000067805	1000069256	1000070766
1000059866	1000060962	1000063151	1000064595	1000066392	1000067813	100006927	1000070780
1000059871	1000061002	1000063209	1000064624	1000066401	1000067817	1000069280	1000070817
1000059879	1000061034	1000063237	1000064648	1000066471	1000067819	1000069283	1000070837
100005996	1000061038	1000063240	1000064690	1000066512	1000067819	100006932	1000070894
1000059998	1000061068	1000063246	1000064695	1000066525	1000067850	1000069326	1000070898
1000060014	1000061074	1000063284	1000064697	1000066560	1000067851	1000069393	1000070900
1000060015	1000061094	1000063286	1000064862	1000066584	1000067863	1000069415	1000070937
1000060042	100006115	1000063288	1000064913	1000066589	1000067865	1000069416	1000071060

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1000071071	100007283	1000074052	1000075871	100007774	1000079583	1000081426	1000082976
1000071078	100007285	1000074092	1000075872	1000077745	1000079596	1000081431	1000083042
1000071080	1000072860	1000074139	1000075901	1000077782	1000079604	1000081434	1000083072
1000071089	1000072890	1000074174	1000075902	1000077807	1000079663	1000081436	1000083075
1000071107	1000072898	100007421	1000075903	1000077815	100007972	1000081445	1000083096
1000071115	1000072917	1000074253	100007592	1000077863	1000079726	1000081458	1000083104
1000071135	1000072927	1000074266	1000075994	1000077868	1000079735	1000081487	1000083173
1000071116	1000073014	1000074296	1000076164	1000077902	100007974	1000081506	1000083200
1000071169	1000073021	1000074319	1000076219	1000077903	1000079773	1000081521	1000083242
1000071240	1000073049	1000074327	1000076222	1000077925	1000079776	1000081570	1000083270
1000071247	100007312	1000074360	1000076235	1000077955	100007981	1000081619	1000083319
1000071269	100007313	1000074363	1000076378	1000077996	1000079821	1000081632	1000083322
1000071313	1000073156	1000074368	1000076395	1000078064	1000079825	1000081637	1000083362
1000071316	1000073205	1000074393	100007644	1000078101	1000079847	1000081659	1000083392
1000071318	100007322	1000074423	1000076444	1000078167	1000079851	1000081678	1000083393
1000071343	1000073220	1000074441	1000076448	1000078217	1000079953	1000081679	1000083394
100007142	1000073222	1000074476	1000076457	1000078319	1000079988	1000081725	1000083399
1000071445	1000073223	1000074488	1000076507	1000078321	1000080046	1000081806	1000083405
1000071474	100007326	1000074510	100007652	1000078342	1000080088	1000081810	1000083412
1000071499	1000073285	1000074524	1000076572	1000078353	1000080128	1000081869	1000083456
1000071516	1000073289	1000074527	100007665	1000078356	1000080149	1000081886	1000083475
1000071606	1000073348	1000074528	1000076652	1000078427	1000080242	1000081890	1000083494
1000071615	1000073393	1000074572	1000076653	1000078429	1000080296	1000081927	1000083498
1000071645	1000073397	1000074591	1000076704	1000078444	1000080306	1000082009	1000083562
1000071657	100007340	1000074598	1000076767	1000078476	100008033	1000082021	1000083578
1000071669	1000073438	1000074640	1000076824	1000078515	1000080370	1000082045	100008358
1000071671	1000073439	1000074701	1000076838	1000078651	100008051	100008205	1000083710
1000071721	1000073440	1000074703	1000076951	1000078682	1000080522	1000082109	1000083773
1000071729	1000073441	1000074706	1000076956	1000078721	1000080526	1000082179	1000083781
1000071733	1000073443	1000074736	1000076959	1000078726	1000080616	1000082196	1000083812
1000071765	1000073444	1000074741	1000077010	1000078730	1000080619	1000082353	1000083865
1000071844	1000073445	1000074747	1000077031	1000078731	1000080626	100008236	1000083868
1000071857	1000073446	1000074808	1000077058	1000078763	100008070	1000082408	1000083938
1000071921	1000073521	1000074874	1000077060	1000078797	1000080701	1000082409	1000083972
1000071985	100007354	1000074894	1000077101	1000078823	100008081	1000082418	1000084022
1000072027	1000073540	1000075009	1000077115	1000078827	1000080837	1000082424	100008405
1000072037	100007356	1000075025	1000077123	1000078830	1000080907	1000082432	1000084086
1000072038	100007357	1000075048	1000077118	1000078839	1000080967	1000082433	1000084112
1000072045	1000073577	1000075054	1000077193	1000078872	1000080972	1000082457	1000084114
1000072054	1000073589	1000075055	1000077263	1000078950	1000080974	1000082525	1000084129
100007206	1000073596	1000075146	100007727	1000078954	1000080977	1000082536	1000084183
1000072082	100007360	1000075218	1000077284	1000079051	1000081005	1000082538	100008421
1000072083	1000073607	1000075223	1000077285	1000079082	1000081024	1000082586	1000084217
1000072093	100007361	1000075315	1000077291	1000079086	1000081144	1000082587	1000084224
1000072122	1000073615	1000075330	100007734	100007914	1000081159	1000082659	1000084241
1000072139	1000073667	1000075332	1000077366	100007915	1000081163	1000082745	1000084280
1000072164	1000073687	1000075401	1000077376	1000079224	1000081177	1000082779	1000084313
1000072190	1000073734	1000075405	1000077390	1000079225	1000081186	1000082784	1000084332
1000072200	1000073780	1000075410	1000077401	100007926	1000081211	100008279	1000084343
1000072231	1000073800	1000075448	100007741	1000079263	1000081228	1000082794	1000084383
1000072244	1000073806	1000075515	1000077438	1000079266	1000081231	1000082798	1000084419
100007234	1000073819	1000075543	1000077527	1000079287	1000081236	100008280	1000084442
1000072351	1000073856	1000075573	1000077565	1000079303	1000081246	100008281	1000084425
1000072534	1000073864	1000075585	1000077570	1000079343	1000081256	1000082813	1000084471
1000072591	1000073903	1000075593	1000077596	1000079354	1000081258	1000082827	1000084501
1000072689	1000073916	1000075661	100007761	1000079406	100008128	1000082828	1000084523
1000072741	1000073919	1000075671	1000077616	1000079445	1000081295	1000082830	1000084713
1000072757	1000073958	1000075680	1000077657	100007945	1000081300	1000082831	1000084714
1000072784	1000073959	1000075731	1000077663	1000079460	1000081316	1000082846	100008481
1000072786	1000073967	1000075732	1000077673	1000079490	1000081317	1000082860	1000084844
1000072800	1000074046	1000075776	1000077682	1000079501	1000081394	1000082910	1000084849
1000072829	1000074049	1000075830	1000077728	1000079551	1000081413	1000082934	1000084864

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1000084876	1000086555	1000088409	1000090258	1000091795	1000093712	1000095091	1000097105
1000084898	1000086615	1000088416	1000090260	1000091846	1000093713	1000095137	1000097173
1000084910	1000086626	1000088487	1000090262	1000091847	1000093731	1000095153	1000097174
100008493	1000086632	1000088498	1000090264	1000091859	1000093739	1000095290	1000097211
1000084930	1000086641	1000088512	1000090266	1000091896	100009374	1000095293	1000097218
1000084931	1000086686	1000088514	1000090267	1000091928	1000093748	1000095344	1000097227
1000084932	1000086714	1000088649	1000090268	1000091934	1000093910	1000095378	1000097272
1000085039	1000086748	1000088708	1000090269	1000091971	1000093956	100009545	100009731
1000085076	1000086752	1000088716	1000090271	1000092014	1000093958	100009546	1000097316
100008508	1000086781	1000088764	1000090273	1000092085	1000093971	1000095481	1000097319
1000085127	1000086789	100008877	1000090274	1000092090	1000093983	1000095494	100009732
1000085137	1000086805	100008881	1000090275	1000092133	1000093984	1000095506	1000097334
1000085245	1000086853	1000088840	1000090277	1000092198	1000094019	1000095514	1000097338
1000085254	1000086867	1000088857	1000090278	1000092200	1000094034	1000095530	1000097358
100008529	1000086905	1000088873	1000090279	1000092219	1000094067	1000095648	1000097368
100008546	1000086931	100008894	100009028	1000092228	1000094073	1000095662	1000097382
1000085464	1000086935	1000088963	1000090280	1000092230	1000094080	1000095770	1000097403
1000085600	1000086949	1000088974	1000090303	1000092238	1000094093	100009578	1000097409
1000085641	1000087023	1000089046	1000090305	1000092246	1000094124	100009582	1000097431
1000085653	100008706	1000089075	1000090323	1000092247	1000094150	1000095894	1000097433
1000085678	1000087093	100008908	1000090363	1000092290	1000094209	1000095899	1000097440
1000085690	1000087120	1000089140	1000090365	1000092332	100009421	1000095905	1000097463
1000085724	1000087156	1000089155	1000090383	1000092335	1000094223	100009591	1000097494
1000085789	1000087166	100008918	100009054	1000092469	1000094229	1000095928	1000097495
1000085799	1000087178	1000089193	1000090546	1000092498	1000094285	1000095971	1000097510
1000085816	100008723	1000089197	1000090580	1000092519	1000094339	1000095982	100009763
1000085827	1000087236	1000089212	1000090606	1000092538	1000094360	1000095992	1000097653
1000085839	1000087237	1000089286	1000090607	1000092549	1000094377	1000096069	1000097655
1000085876	1000087284	1000089299	1000090608	1000092553	1000094449	100009611	1000097664
1000085893	1000087299	1000089300	1000090615	1000092648	1000094450	1000096127	1000097670
1000085902	1000087357	1000089303	1000090659	1000092655	1000094457	100009614	1000097671
1000085918	1000087422	1000089414	1000090774	1000092739	1000094460	1000096148	1000097677
1000085951	1000087423	1000089448	1000090779	1000092828	1000094461	1000096159	1000097699
1000085955	1000087447	1000089457	1000090789	1000092835	1000094464	1000096161	1000097726
1000085976	1000087463	1000089515	1000090797	1000092849	1000094465	1000096163	1000097747
1000085989	1000087474	1000089521	1000090890	1000092882	1000094471	1000096190	1000097779
1000085992	1000087478	1000089558	1000090895	1000092897	1000094497	1000096192	1000097780
100008605	1000087485	1000089706	1000090902	1000092940	100009451	1000096214	1000097820
1000086052	1000087487	1000089753	1000090919	1000092969	1000094520	1000096224	1000097878
1000086081	1000087548	1000089775	1000090921	1000093055	1000094532	1000096247	1000097903
1000086090	1000087575	1000089792	1000090966	1000093061	1000094550	1000096274	1000097910
1000086197	1000087585	1000089812	100009097	1000093062	1000094590	1000096478	1000097947
1000086201	100008760	1000089825	1000090977	1000093140	1000094627	100009648	1000097984
100008622	100008763	1000089835	1000090978	1000093175	1000094628	1000096482	1000098009
100008625	1000087754	1000089836	1000091039	1000093211	1000094638	100009649	1000098025
1000086261	1000087777	1000089850	1000091107	1000093226	1000094690	100009653	1000098131
1000086269	1000087795	1000089855	1000091132	1000093307	1000094700	1000096554	1000098145
1000086272	1000087797	1000089865	1000091151	1000093356	1000094704	1000096588	1000098148
1000086303	1000087804	1000089901	1000091161	1000093360	100009471	1000096608	100009816
1000086323	1000087827	100008997	1000091207	1000093361	1000094720	1000096615	1000098162
1000086361	1000087845	1000089976	1000091246	1000093363	1000094729	1000096657	1000098172
1000086377	1000087898	1000089980	1000091273	1000093436	1000094818	1000096661	1000098173
1000086398	1000087936	1000090039	1000091306	1000093454	100009482	1000096664	100009820
1000086409	1000087966	1000090048	1000091349	1000093485	1000094839	1000096742	1000098245
1000086418	100008799	100009008	1000091351	1000093492	100009484	1000096766	1000098264
1000086419	1000088185	1000090142	1000091404	1000093528	1000094888	1000096830	1000098267
1000086438	1000088229	100009015	1000091572	1000093535	1000094932	1000096879	1000098329
1000086470	1000088230	100009016	1000091698	1000093542	1000094997	1000096891	1000098354
1000086550	1000088288	1000090245	1000091724	1000093593	1000095019	100009691	1000098398
1000086552	100008833	1000090250	1000091725	1000093648	1000095024	1000096952	1000098429
1000086553	1000088353	1000090253	1000091764	100009366	1000095027	1000096967	1000098488
1000086554	100008836	1000090254	1000091783	100009371	1000095029	1000097091	1000098500

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1000098512	1000100018	1000101824	1000103906	100010631	1000108771	1000110455	1000112596
1000098513	1000100133	1000101826	1000103962	100010638	1000108772	1000110578	1000112601
1000098516	1000100134	1000101910	1000103986	1000106403	1000108773	1000110840	1000112633
1000098556	1000100152	1000101919	1000103989	1000106504	1000108878	1000110869	1000112647
100009856	1000100197	100010192	1000104130	1000106514	1000108905	1000110964	1000112654
1000098564	1000100201	1000101923	1000104135	1000106540	1000108907	1000110966	1000112659
1000098566	1000100206	1000101973	1000104164	1000106563	1000108926	1000110969	1000112705
1000098591	1000100223	1000101993	1000104182	1000106578	1000108959	1000111057	1000112748
1000098592	1000100232	1000102091	100010423	1000106616	1000109019	1000111060	1000112850
1000098598	1000100324	100010215	1000104309	1000106619	1000109025	1000111061	100011287
1000098602	1000100349	1000102206	100010432	1000106657	1000109033	1000111062	1000112912
1000098706	1000100356	100010223	1000104370	1000106790	1000109034	1000111073	1000112922
1000098766	1000100379	1000102274	100010440	1000106802	1000109065	1000111107	100011296
1000098776	1000100393	1000102275	1000104451	1000106821	1000109086	1000111151	1000112960
1000098777	1000100416	1000102279	1000104564	1000106834	1000109096	1000111155	1000113028
1000098783	1000100417	1000102280	100010462	1000106835	1000109108	1000111205	1000113039
1000098791	1000100418	1000102282	1000104663	1000106996	1000109176	1000111281	1000113109
1000098807	1000100452	1000102284	1000104664	100010700	1000109235	1000111303	1000113120
100009882	1000100496	1000102285	1000104665	1000107118	1000109236	1000111471	1000113165
100009885	1000100499	1000102286	1000104666	1000107122	1000109237	1000111522	1000113311
1000098850	1000100522	1000102287	1000104679	1000107144	1000109239	1000111524	100011334
1000098872	1000100537	1000102289	1000104684	1000107145	1000109240	100011154	1000113375
1000098958	1000100554	1000102364	1000104721	1000107178	1000109243	1000111568	100011343
1000098965	1000100618	1000102365	1000104727	1000107190	1000109248	1000111574	1000113449
100009898	1000100840	1000102465	1000104751	1000107284	1000109253	1000111629	100011356
1000099053	1000100855	1000102536	1000104870	1000107331	1000109255	1000111711	1000113570
1000099068	1000100879	1000102550	1000104874	1000107453	1000109256	1000111714	1000113596
100009908	1000100892	1000102783	1000104884	1000107479	1000109273	1000111718	1000113685
1000099097	1000100893	1000102854	1000104921	1000107495	100010941	1000111744	1000113754
1000099129	1000100898	1000102855	1000105046	1000107530	1000109502	100011177	1000113756
1000099178	1000100974	1000102892	1000105051	1000107538	1000109549	1000111799	1000113768
1000099258	1000100990	100010294	1000105055	1000107556	1000109566	100011180	1000113793
1000099297	1000101010	1000102989	1000105078	1000107600	1000109603	1000111819	1000113805
100009930	1000101046	1000103067	1000105167	1000107648	100010961	1000111849	100011386
1000099310	1000101053	1000103068	1000105171	1000107660	1000109637	100011190	1000113886
100009932	1000101123	1000103090	1000105174	1000107661	1000109666	1000111911	1000113914
1000099325	1000101157	1000103132	1000105193	100010768	100010967	100011193	1000113915
100009934	1000101193	1000103178	1000105206	1000107763	1000109675	1000111963	1000113942
1000099354	1000101227	100010322	1000105290	1000107784	100010968	1000111983	1000113956
1000099397	100010127	1000103224	1000105299	1000107793	1000109749	1000112031	1000113958
1000099400	1000101287	1000103226	1000105306	1000107896	1000109753	1000112038	1000114000
1000099420	100010135	1000103227	1000105408	1000108012	1000109770	1000112096	1000114026
1000099421	1000101403	1000103228	1000105410	100010802	1000109784	1000112099	1000114067
100009945	100010142	1000103229	1000105581	100010803	1000109801	100011213	1000114118
1000099495	1000101424	1000103231	1000105608	1000108074	1000109837	1000112146	1000114119
1000099516	1000101498	1000103346	1000105663	1000108115	100010992	1000112172	1000114150
1000099517	1000101548	1000103357	1000105700	1000108126	1000109956	1000112197	1000114152
1000099635	1000101569	1000103382	1000105765	1000108181	1000110032	1000112198	100011417
1000099675	1000101608	1000103398	1000105778	1000108186	1000110060	1000112215	1000114241
1000099683	1000101629	1000103464	100010586	1000108251	1000110099	1000112221	1000114287
1000099725	1000101639	100010351	1000105910	1000108255	1000110114	1000112222	100011432
1000099752	1000101640	1000103513	1000105965	1000108341	1000110116	1000112291	100011436
1000099762	1000101668	1000103550	100010603	1000108441	1000110131	1000112307	1000114396
1000099765	1000101696	1000103562	1000106047	1000108447	1000110162	1000112308	1000114406
1000099766	1000101697	1000103621	1000106049	1000108448	1000110213	1000112311	1000114471
1000099773	1000101700	1000103657	1000106097	1000108459	1000110238	1000112368	1000114548
1000099809	1000101726	1000103659	1000106147	1000108485	1000110312	1000112379	1000114552
1000099814	1000101727	100010375	1000106186	1000108617	1000110324	1000112396	1000114568
1000099833	1000101750	1000103795	1000106222	1000108664	100011035	1000112424	1000114584
1000099881	1000101758	1000103803	100010625	100010868	1000110378	1000112486	1000114603
1000099905	1000101765	1000103848	1000106286	1000108751	1000110434	1000112555	1000114708
1000099941	1000101786	1000103887	1000106293	1000108758	1000110449	1000112560	1000114715

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1000114716	1000116451	1000118090	1000119929	100012197	1000124241	1000126009	1000128079
1000114792	1000116459	1000118122	100011994	1000121999	1000124294	1000126021	1000128188
1000114905	100011646	1000118123	1000119977	100012202	1000124295	100012605	100012822
1000114936	1000116475	1000118125	1000119993	1000122048	1000124303	1000126051	1000128296
1000115027	1000116501	1000118131	1000119994	1000122107	1000124396	1000126092	1000128297
1000115042	1000116517	1000118148	100012000	1000122138	100012440	1000126131	1000128325
1000115043	1000116519	1000118166	1000120005	100012214	1000124432	1000126156	1000128382
1000115050	1000116527	1000118168	100012001	1000122189	100012445	1000126161	1000128392
1000115071	1000116528	1000118219	1000120083	1000122193	1000124458	100012618	100012844
1000115080	1000116529	1000118260	100012012	1000122295	100012446	1000126185	1000128445
1000115173	1000116532	100011830	1000120145	1000122309	100012453	1000126186	100012845
1000115250	1000116535	1000118319	1000120204	1000122312	1000124634	1000126213	1000128480
100011526	1000116536	1000118320	100012021	1000122438	1000124684	1000126225	1000128487
1000115269	1000116544	1000118387	1000120233	1000122517	100012470	1000126228	1000128492
1000115270	1000116546	100011842	1000120234	1000122527	100012471	100012625	1000128571
1000115277	1000116548	1000118421	1000120237	1000122592	1000124728	100012628	1000128578
1000115300	1000116554	1000118427	1000120247	1000122593	1000124729	1000126319	1000128587
1000115336	1000116555	1000118434	1000120318	1000122608	100012473	100012637	1000128677
100011535	1000116558	1000118446	100012032	100012266	1000124733	1000126372	1000128751
1000115430	1000116562	1000118548	1000120399	1000122690	100012476	1000126401	100012879
1000115433	1000116564	1000118552	1000120423	100012271	1000124785	1000126489	1000128801
1000115435	1000116821	1000118629	1000120503	1000122852	1000124844	1000126496	1000128803
100011544	1000116851	1000118660	1000120539	1000122853	1000124975	100012652	1000128808
1000115465	100011688	1000118729	100012055	1000122854	1000125002	100012654	1000128809
1000115469	1000116970	1000118748	1000120564	1000122927	100012503	1000126556	1000128909
100011548	100011700	1000118821	1000120617	1000122928	1000125030	1000126645	1000128911
1000115508	1000117028	100011886	100012063	1000122929	1000125031	1000126783	1000129029
1000115555	1000117051	1000118891	1000120644	1000122955	1000125038	1000126786	1000129100
1000115593	1000117056	1000118998	1000120649	1000123027	1000125114	1000126787	100012912
1000115595	1000117142	1000119015	1000120650	1000123041	100012512	1000126790	1000129121
100011560	1000117152	1000119023	1000120671	1000123042	1000125137	100012684	1000129167
1000115606	1000117215	100011904	1000120681	1000123073	1000125183	100012685	100012917
1000115625	1000117221	1000119044	1000120684	1000123104	1000125197	1000126901	1000129178
100011563	1000117229	1000119049	1000120701	1000123106	1000125201	100012698	1000129120
1000115703	1000117236	1000119053	1000120742	1000123112	1000125234	1000127118	100012921
100011579	1000117250	100011911	1000120796	100012312	1000125250	1000127119	100012924
1000115808	1000117279	1000119122	1000120828	1000123127	1000125259	100012718	1000129270
1000115838	1000117282	1000119208	1000120833	1000123138	1000125272	1000127202	1000129273
1000115843	100011734	1000119216	100012085	100012322	100012534	1000127264	1000129295
1000115845	1000117486	100011930	1000120869	1000123264	1000125343	100012730	100012942
100011589	1000117504	1000119343	1000120913	1000123265	100012543	1000127316	1000129427
1000115913	1000117522	1000119348	1000120980	1000123273	1000125445	1000127343	100012943
1000115914	1000117524	1000119350	1000121119	1000123283	1000125462	100012740	1000129457
1000115926	1000117566	1000119378	1000121196	1000123322	1000125463	100012741	1000129458
1000115982	100011757	1000119398	1000121204	1000123546	1000125498	100012742	1000129459
1000115983	1000117580	1000119416	1000121240	1000123560	1000125522	1000127461	100012949
1000116092	100011759	1000119456	100012127	1000123605	1000125523	1000127496	1000129502
1000116105	100011760	100011946	1000121309	1000123626	1000125577	1000127497	1000129503
1000116155	1000117657	1000119493	1000121330	100012368	100012561	1000127541	1000129585
1000116173	100011775	1000119495	1000121333	1000123731	1000125694	1000127585	1000129591
1000116191	100011776	1000119496	1000121498	1000123895	1000125784	1000127607	100012960
1000116274	1000117773	1000119502	1000121520	1000123923	100012579	1000127632	100012964
1000116276	100011779	1000119548	100012160	1000123924	1000125806	1000127655	1000129653
1000116308	1000117892	1000119585	1000121627	1000123925	100012581	1000127706	100012972
1000116309	1000117913	1000119587	1000121635	1000123955	1000125820	1000127725	1000129752
100011631	1000117984	1000119729	1000121657	1000123965	100012586	1000127864	1000129760
1000116311	1000117986	1000119766	1000121663	1000123975	100012588	1000127892	100012982
1000116316	1000117987	1000119771	1000121670	100012400	1000125914	1000127907	1000129837
100011632	1000118007	1000119821	1000121837	1000124068	1000125932	1000127908	100012984
1000116349	1000118030	1000119840	1000121853	100012411	1000125935	1000127952	100012988
1000116384	1000118046	1000119851	1000121893	1000124115	100012597	100012798	1000129952
1000116409	1000118065	1000119859	1000121925	1000124120	1000126007	1000127992	1000129961

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1000129981	1000131882	100013406	1000135928	1000138139	100014018	1000142598	100014445
100013010	1000131903	100013407	1000135935	1000138194	1000140185	1000142674	1000144453
1000130108	1000131962	1000134091	100013596	100013820	1000140202	1000142696	1000144479
1000130109	1000131995	100013412	1000135966	1000138211	1000140240	1000142762	1000144480
1000130110	1000132079	100013414	1000135996	100013823	1000140246	1000142811	1000144488
1000130111	100013209	1000134148	100013600	1000138280	1000140293	100014283	100014453
1000130112	1000132090	1000134233	100013603	1000138373	1000140314	1000142885	1000144551
1000130114	1000132198	1000134241	1000136058	1000138545	1000140316	1000142923	1000144590
1000130116	1000132199	1000134345	1000136365	1000138568	1000140317	1000142929	1000144607
1000130138	1000132222	100013438	1000136481	1000138598	1000140420	100014293	1000144608
1000130141	100013226	100013439	100013654	1000138663	1000140493	1000142963	100014462
1000130243	1000132271	100013440	1000136563	1000138744	100014050	1000142980	1000144759
100013027	1000132279	1000134416	1000136564	1000138817	1000140597	1000143078	1000144775
1000130272	1000132333	1000134474	1000136587	1000138931	1000140652	1000143154	1000144784
1000130379	1000132338	1000134482	1000136601	1000138969	1000140670	100014322	1000144801
1000130481	1000132363	1000134483	100013682	1000138971	1000140747	1000143229	1000144802
1000130488	1000132458	1000134526	100013683	1000138974	1000140764	100014327	1000144803
1000130505	1000132514	100013453	1000136859	100013898	1000140812	1000143297	1000144843
1000130530	1000132586	1000134546	1000136860	1000139010	100014091	1000143344	1000144860
1000130531	100013259	1000134567	1000136885	1000139012	100014096	1000143372	1000144863
1000130586	1000132599	1000134577	1000136891	1000139041	100014097	1000143411	1000144909
100013067	1000132611	1000134619	1000136892	1000139042	1000141008	100014344	1000144919
100013069	100013265	100013463	1000136920	1000139086	1000141015	1000143454	100014497
100013078	100013272	1000134652	1000136953	1000139087	1000141067	100014346	1000144998
1000130786	1000132778	100013466	100013703	1000139114	1000141124	1000143466	1000145007
1000130800	100013285	1000134690	1000137097	100013913	1000141137	1000143484	100014502
100013083	1000132850	1000134691	100013712	1000139139	1000141213	100014351	1000145029
1000130871	100013288	100013474	100013715	100013914	1000141222	1000143552	100014504
1000130872	100013306	100013480	1000137198	1000139161	1000141246	1000143563	1000145041
1000130877	100013308	1000134809	1000137204	100013922	100014136	1000143587	1000145053
100013089	1000133161	1000134889	1000137247	100013926	1000141367	1000143687	1000145062
1000130898	1000133192	100013490	1000137285	1000139338	1000141392	100014370	100014507
1000130907	100013326	1000134924	1000137317	1000139339	1000141411	100014371	1000145087
1000130927	100013334	1000134926	1000137423	1000139346	1000141450	1000143725	1000145122
100013094	1000133346	100013493	100013743	1000139430	100014154	1000143772	100014514
1000131013	1000133382	1000135132	1000137472	1000139525	1000141628	1000143773	100014518
1000131026	1000133449	1000135166	1000137474	1000139623	1000141731	1000143788	100014524
1000131047	1000133457	1000135210	1000137476	1000139718	1000141733	100014382	1000145276
100013105	1000133462	100013525	1000137486	100013972	100014175	1000143830	100014528
100013116	1000133480	100013527	1000137490	1000139748	1000141751	100014384	100014535
1000131172	1000133513	100013532	1000137516	1000139749	1000141777	1000143840	100014536
100013120	1000133546	1000135370	100013756	1000139757	1000141802	1000143875	1000145438
1000131234	100013359	1000135379	1000137573	1000139769	1000141848	100014389	1000145439
1000131289	100013363	100013538	1000137639	1000139779	1000141882	1000143899	1000145462
1000131323	100013365	1000135380	1000137674	1000139788	1000141887	1000143902	100014549
1000131401	1000133659	100013546	100013768	1000139790	1000141924	1000143970	100014560
100013142	1000133669	1000135474	1000137752	1000139791	1000141942	100014400	100014566
100013145	1000133687	1000135475	1000137758	1000139792	100014195	1000144006	100014583
1000131491	1000133688	1000135480	1000137768	1000139855	100014198	1000144024	100014592
1000131525	1000133725	100013550	100013779	1000139867	1000141998	1000144052	100014594
1000131535	100013374	1000135508	100013780	1000139869	1000142003	1000144059	1000146040
1000131568	1000133741	1000135553	100013782	100013991	1000142025	1000144083	1000146164
1000131572	1000133773	1000135567	100013785	100013997	1000142055	1000144090	1000146179
1000131595	1000133774	1000135626	100013788	100013999	100014224	100014417	1000146205
100013162	1000133779	1000135637	1000137904	1000140006	1000142297	1000144204	100014625
1000131641	1000133780	100013568	1000137952	1000140007	1000142309	1000144256	1000146259
1000131744	100013379	1000135700	1000137963	1000140041	1000142343	1000144260	100014628
1000131746	1000133817	100013577	1000137999	1000140067	1000142367	1000144312	1000146287
1000131754	100013382	1000135772	1000138017	1000140068	1000142397	1000144317	1000146288
100013178	1000133839	1000135773	100013808	1000140069	1000142450	1000144330	1000146456
1000131811	100013389	1000135774	100013813	1000140083	1000142489	1000144373	1000146465
1000131820	1000134038	1000135813	1000138131	1000140132	100014255	1000144389	100014647

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1000146524	1000148467	1000150529	100015235	1000153980	1000156361	1000158793	1000160775
1000146526	1000148471	1000150548	1000152374	1000153995	1000156479	1000158808	1000160780
1000146574	1000148497	1000150558	100015242	1000154011	1000156480	1000158828	1000160787
1000146580	1000148506	1000150605	1000152463	1000154083	100015649	1000158887	100016082
100014660	1000148603	1000150606	1000152464	1000154130	1000156534	1000158916	1000160842
1000146605	1000148684	1000150649	100015249	1000154169	1000156535	1000158986	100016085
1000146688	1000148686	1000150652	100015250	100015418	1000156650	1000159002	100016087
100014672	100014876	100015066	1000152510	1000154253	100015670	1000159084	100016094
1000146788	1000148764	1000150727	1000152521	1000154304	100015673	1000159114	100016095
1000146820	1000148766	1000150750	1000152553	1000154364	1000156739	1000159166	100016096
1000146821	1000148790	1000150770	100015258	1000154419	1000156740	1000159238	1000161146
100014684	1000148833	1000150777	100015260	1000154435	1000156819	1000159255	100016128
1000146843	100014885	100015078	1000152606	1000154488	1000156829	1000159291	1000161381
100014687	1000148966	1000150820	100015262	1000154495	1000156831	100015943	100016142
100014688	1000148984	100015084	100015264	1000154496	1000157000	1000159458	100016144
1000146887	100014900	1000150856	100015265	1000154498	1000157011	1000159459	1000161450
100014690	1000149045	1000150884	1000152665	1000154505	1000157022	100015949	1000161479
1000146909	1000149088	1000150906	1000152723	100015451	100015703	100015950	1000161497
1000146923	100014909	1000150907	1000152724	100015457	1000157054	1000159528	100016151
100014694	1000149120	1000150918	1000152755	100015467	1000157071	1000159581	100016152
1000147015	1000149121	1000150919	1000152764	1000154697	1000157082	100015965	100016159
1000147016	100014917	100015103	1000152784	1000154710	1000157098	1000159656	100016160
1000147018	1000149215	1000151093	1000152791	1000154796	100015711	1000159688	100016169
1000147020	1000149287	1000151130	1000152812	1000154806	100015715	1000159708	1000161719
100014706	100014943	1000151141	1000152818	1000154842	100015717	1000159710	1000161720
1000147138	100014954	100015119	1000152912	100015485	100015720	100015972	1000161722
1000147145	1000149552	1000151199	100015297	100015488	100015724	100015973	1000161785
100014720	1000149570	1000151210	100015298	1000154918	1000157243	1000159732	1000161786
100014725	1000149589	1000151257	100015309	100015493	100015725	1000159733	1000161787
1000147331	100014959	1000151258	1000153117	100015494	100015729	100015975	1000161842
100014734	100014960	1000151264	1000153145	100015495	1000157308	1000159772	100016187
1000147369	1000149607	1000151268	1000153181	1000154951	1000157385	100015981	100016188
1000147403	100014964	1000151269	100015320	100015496	100015740	1000159878	1000161964
100014753	1000149642	1000151306	1000153212	1000155152	1000157465	1000159879	1000161975
1000147530	100014967	1000151333	1000153250	100015517	1000157466	1000159884	1000161978
100014759	100014968	100015141	1000153265	1000155178	1000157469	100015990	1000161984
100014761	1000149704	1000151451	1000153279	1000155180	1000157704	100015993	1000162031
1000147664	1000149722	1000151478	1000153350	1000155321	100015771	1000159969	1000162032
100014776	1000149723	1000151511	1000153380	1000155500	1000157820	1000159970	100016207
1000147774	1000149803	1000151563	1000153480	100015554	1000157880	100016005	1000162075
1000147807	1000149810	1000151638	1000153483	1000155569	1000157936	1000160079	100016212
1000147850	1000149819	100015164	1000153490	1000155576	1000157970	100016008	100016213
1000147938	1000149839	1000151657	1000153546	1000155625	100015799	100016009	100016216
1000147943	100014988	1000151702	1000153565	100015563	100015800	1000160100	1000162180
1000147944	1000149887	1000151704	1000153582	1000155646	1000158032	1000160116	1000162211
1000147948	1000149914	1000151745	100015363	100015565	1000158062	1000160117	100016223
1000147968	1000149925	1000151754	1000153640	100015569	1000158098	1000160155	100016224
100014798	100014994	1000151833	100015369	1000155758	1000158128	1000160208	1000162272
1000148003	100014999	1000151940	1000153735	1000155759	1000158145	100016022	1000162289
100014806	1000150008	1000151960	100015381	100015577	1000158146	1000160220	1000162333
1000148072	100015005	1000151961	1000153827	1000155821	100015815	1000160341	1000162346
1000148102	100015006	1000151977	1000153837	1000155837	1000158396	100016040	1000162365
1000148116	100015016	1000152036	1000153840	1000155850	100015843	1000160438	1000162431
1000148139	100015018	1000152055	1000153841	1000155895	1000158491	1000160439	100016256
1000148205	100015022	1000152239	1000153878	1000155971	100015850	100016055	100016262
1000148284	1000150229	1000152240	1000153919	1000156038	100015858	1000160581	100016264
100014831	1000150230	1000152241	1000153935	100015605	1000158622	1000160617	1000162699
1000148361	1000150262	1000152261	100015394	1000156053	1000158631	100016067	1000162700
1000148368	1000150269	100015229	1000153949	1000156097	1000158698	100016070	1000162745
1000148395	1000150280	100015230	1000153973	1000156221	1000158718	100016071	1000162832
1000148419	100015041	1000152333	1000153974	1000156325	1000158742	100016073	1000162863
1000148427	1000150488	1000152342	1000153978	1000156352	100015876	100016075	1000162870

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1000162928	100016491	1000167029	100016931	1000171756	100017427	100017688	100017977
1000162962	1000164925	1000167081	1000169345	1000171764	1000174326	1000176911	100017980
100016302	1000165006	1000167149	1000169369	1000171765	1000174426	100017693	100017984
100016304	100016501	1000167164	1000169385	1000171776	1000174437	1000176974	100017985
100016305	100016508	1000167189	1000169449	1000171789	1000174446	1000176975	100017994
1000163118	100016509	100016720	1000169450	1000171839	100017450	1000177021	100017995
1000163124	1000165097	1000167230	1000169515	1000171840	1000174621	100017706	100017996
1000163131	1000165146	1000167275	1000169641	100017186	1000174641	100017708	1000180027
1000163139	100016520	100016730	1000169647	1000171871	1000174706	1000177153	100018011
100016321	1000165203	100016736	1000169757	1000171896	1000174796	1000177209	100018035
100016325	100016521	100016738	1000169786	1000171962	1000174841	1000177528	1000180366
1000163251	1000165258	100016740	1000169828	1000171975	1000174885	1000177537	1000180399
100016329	1000165276	100016743	100016983	100017198	1000174887	1000177546	1000180416
100016331	1000165300	100016754	100016987	100017205	1000174968	1000177547	1000180470
100016335	1000165330	100016755	1000169880	100017211	1000174970	1000177548	100018050
100016337	1000165332	100016762	1000169912	1000172132	100017511	100017761	1000180506
100016339	100016535	1000167729	1000169913	100017215	1000175180	1000177620	100018055
1000163403	1000165376	100016773	1000169990	1000172150	100017522	1000178088	1000180631
100016341	1000165386	1000167740	1000169992	100017216	1000175250	100017814	1000180634
1000163425	1000165424	1000167741	1000170014	1000172303	1000175254	100017817	1000180643
1000163432	1000165630	1000167749	100017005	1000172308	1000175255	100017818	100018070
100016347	1000165643	1000167780	100017015	1000172318	1000175301	1000178200	100018071
1000163584	1000165645	1000167781	1000170199	100017235	1000175335	1000178242	100018086
100016367	1000165714	1000167782	1000170200	1000172353	1000175385	100017830	1000180892
1000163680	100016577	1000167798	1000170292	1000172388	100017544	100017831	1000180893
1000163685	1000165775	100016783	1000170376	100017239	1000175446	1000178387	1000180935
1000163819	1000165831	100016789	1000170396	100017241	1000175500	100017842	1000180941
100016382	100016588	100016794	100017044	1000172507	1000175504	100017843	1000181050
1000163897	100016589	100016796	100017046	100017270	100017565	100017845	1000181066
1000163903	1000165904	1000167987	100017050	1000172729	1000175656	1000178479	1000181067
1000163936	1000165905	100016802	1000170516	1000172823	1000175690	1000178487	100018107
1000164034	1000165974	1000168039	100017052	1000172860	100017571	100017849	1000181116
1000164035	1000165975	100016804	1000170542	1000172965	1000175759	100017851	1000181142
100016404	1000165988	100016805	1000170553	1000173122	1000175772	1000178536	100018115
1000164070	1000166042	1000168065	1000170557	1000173123	1000175797	100017854	100018128
1000164105	1000166067	1000168075	1000170656	100017319	100017595	1000178543	1000181284
1000164120	1000166098	1000168138	1000170667	1000173202	100017620	100017857	1000181285
1000164121	1000166157	100016815	100017087	100017321	1000176229	100017865	100018129
1000164132	100016617	100016816	1000170882	100017324	1000176279	1000178702	100018134
1000164152	100016620	100016819	1000170926	100017326	100017630	1000178746	100018150
1000164154	1000166241	1000168211	1000170960	100017330	100017631	100017882	1000181553
100016418	100016627	1000168275	1000170997	100017334	100017632	100017883	1000181555
1000164199	1000166286	1000168276	100017100	100017338	1000176403	1000178843	100018157
1000164321	1000166338	1000168285	100017108	1000173395	1000176437	1000178860	1000181577
100016435	1000166384	100016842	1000171134	100017348	1000176446	100017889	1000181585
1000164384	1000166409	1000168423	1000171177	100017349	1000176490	1000178984	1000181655
1000164445	1000166416	1000168443	100017125	1000173494	1000176535	1000178985	100018171
1000164455	1000166417	1000168522	1000171274	1000173528	1000176536	100017902	1000181776
100016447	1000166461	100016858	100017129	1000173591	1000176564	1000179032	1000181788
100016448	1000166473	100016865	100017134	100017362	1000176567	100017906	1000181789
1000164490	100016651	100016866	1000171465	100017364	1000176568	100017907	1000182050
1000164496	1000166574	100016872	100017147	1000173689	100017660	100017909	1000182172
100016451	100016659	100016877	1000171527	1000173760	100017671	100017925	1000182227
100016453	1000166610	100016885	1000171545	1000173785	1000176725	100017934	100018227
100016457	1000166714	100016887	1000171580	100017389	1000176726	100017936	1000182463
1000164588	100016679	100016901	100017160	1000173914	1000176756	100017941	1000182523
1000164625	1000166794	1000169067	1000171602	1000173924	1000176771	100017944	1000182575
1000164626	1000166795	1000169076	100017162	1000173976	1000176823	1000179483	100018265
1000164644	1000166886	1000169100	100017165	1000174061	1000176824	1000179539	100018266
1000164745	1000166902	1000169112	1000171657	100017411	100017683	100017960	100018270
1000164766	1000166910	100016916	1000171713	1000174127	1000176847	100017971	100018285
1000164780	1000166985	1000169274	1000171739	1000174250	100017685	100017972	100018286

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100018297	100018838	100019416	100019897	1000201619	1000203058	1000204460	100020662
100018299	100018840	100019417	1000198985	100020168	1000203059	1000204470	100020665
1000183065	100018845	100019434	100019899	100020170	1000203071	1000204488	100020666
100018311	100018879	100019567	1000199024	100020171	100020308	1000204514	100020674
1000183137	100018880	100019582	1000199052	1000201710	1000203082	1000204523	100020679
100018316	100018884	100019594	1000199053	100020173	1000203096	1000204594	100020680
100018317	100018899	100019595	100019912	1000201732	1000203097	1000204598	100020685
1000183269	100018900	100019597	100019913	1000201760	1000203104	1000204611	100020705
1000183326	100018978	100019599	1000199294	1000201767	1000203120	1000204612	100020728
1000183332	100018990	100019600	100019935	100020177	1000203121	1000204625	100020730
1000183333	100018992	100019602	1000199369	1000201834	1000203168	1000204657	100020753
1000183467	100018995	100019607	100019946	1000201880	100020318	1000204687	1000207544
1000183506	100019014	100019617	1000199551	1000201884	100020323	1000204715	1000207546
100018361	100019044	100019618	1000199581	1000201886	1000203246	1000204722	100020758
1000183821	100019047	100019619	1000199582	1000201911	100020328	1000204737	1000207593
1000183966	100019048	100019620	1000199586	1000201945	100020329	1000204738	1000207635
1000184101	100019057	100019639	100019961	1000201984	1000203296	100020491	1000207636
1000184105	100019058	100019640	100019965	1000201997	1000203302	100020492	100020765
1000184123	100019059	100019641	100019967	1000202001	1000203321	1000204929	1000207667
1000184142	100019061	100019645	100019968	1000202031	1000203353	1000204930	1000207677
1000184237	100019083	100019647	1000199911	1000202034	1000203354	1000204960	1000207750
1000184309	100019094	100019657	1000199944	1000202056	1000203358	1000204961	1000207751
100018436	100019100	100019689	1000200017	1000202148	100020336	1000204977	1000207758
1000184388	100019102	100019714	100020009	100020219	100020339	1000205135	1000207762
100018441	100019122	100019715	100020025	1000202190	100020347	1000205155	1000207815
100018442	100019124	100019719	100020026	1000202232	1000203503	1000205181	100020782
1000184420	100019130	100019720	100020027	1000202275	1000203504	1000205185	1000207823
1000184432	100019140	100019732	100020033	1000202276	1000203517	1000205186	1000207825
100018445	100019143	100019740	100020038	1000202322	1000203520	100020521	1000207826
1000184656	100019178	100019752	1000200404	1000202361	1000203533	1000205210	1000207832
1000184731	100019187	100019755	1000200423	1000202381	100020358	1000205211	100020794
1000184796	100019188	100019769	1000200624	1000202382	100020359	100020522	1000207945
100018487	100019189	100019786	1000200721	1000202384	1000203594	1000205232	100020795
100018492	100019190	100019788	1000200767	100020243	1000203625	1000205236	1000207955
1000184949	100019205	100019792	1000200952	1000202441	1000203671	1000205250	1000207978
100018499	100019215	100019798	100020102	1000202479	1000203680	1000205254	100020801
100018504	100019231	1000198086	1000201048	1000202513	100020372	100020526	100020803
100018529	100019232	1000198130	1000201049	1000202600	100020373	1000205260	1000208057
100018563	100019233	100019815	100020106	1000202632	1000203746	1000205282	1000208058
100018574	100019234	1000198183	1000201066	1000202638	1000203747	100020531	1000208082
100018583	100019235	1000198325	100020109	1000202661	1000203778	100020534	1000208083
100018584	100019254	1000198361	1000201167	1000202662	1000203847	100020548	100020817
100018598	100019277	1000198362	1000201169	100020271	1000203848	100020554	1000208172
100018647	100019279	1000198435	1000201175	1000202726	1000203896	100020555	1000208233
100018658	100019287	100019844	1000201183	1000202727	1000203906	100020556	1000208281
100018661	100019289	100019845	1000201184	1000202756	1000203925	100020561	1000208316
100018683	100019291	1000198450	1000201210	1000202805	1000203945	100020581	1000208317
100018689	100019294	1000198459	1000201249	1000202827	1000203946	100020582	1000208318
100018720	100019308	1000198460	1000201449	1000202829	100020403	100020588	1000208319
100018725	100019309	100019848	1000201458	100020283	100020404	100020594	1000208320
100018751	100019316	1000198549	1000201460	1000202833	100020414	100020600	1000208373
100018752	100019318	100019858	1000201466	1000202835	1000204208	100020601	1000208426
100018753	100019334	100019865	1000201467	1000202855	1000204219	100020603	1000208428
100018769	100019361	100019866	1000201485	1000202870	1000204220	100020616	100020843
100018781	100019362	1000198666	1000201486	1000202943	100020424	100020617	1000208443
100018786	100019384	100019869	1000201487	1000202956	1000204263	100020619	1000208454
100018788	100019394	1000198690	1000201495	100020299	1000204295	100020624	1000208455
100018795	100019395	100019870	1000201496	100020303	1000204376	100020629	1000208456
100018796	100019397	100019871	1000201514	100020304	1000204414	100020630	1000208457
100018826	100019398	100019877	1000201529	1000203050	1000204424	100020631	1000208466
100018828	100019414	1000198872	1000201530	1000203051	100020443	100020659	100020852
100018830	100019415	1000198897	1000201552	1000203053	1000204440	100020660	1000208523

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100020853	1000209638	100021088	1000212265	100021446	1000216462	1000217369	1000218353
1000208550	1000209653	100021090	1000212274	100021448	1000216485	1000217386	1000218413
1000208551	1000209683	1000210904	1000212300	100021464	100021649	1000217400	1000218414
1000208588	1000209702	100021091	1000212344	100021479	1000216502	1000217402	100021842
100020859	1000209748	1000210911	1000212429	100021481	1000216523	1000217411	1000218424
1000208596	1000209790	1000210944	1000212431	100021493	1000216548	1000217463	1000218435
1000208597	1000209791	1000210945	1000212432	100021503	1000216550	1000217516	1000218441
1000208598	1000209801	1000210956	1000212442	100021506	100021660	100021752	1000218442
1000208652	1000209828	1000210975	1000212450	100021509	1000216601	1000217522	1000218481
1000208665	100020987	1000210976	1000212470	100021510	1000216613	1000217538	1000218482
100020868	1000209873	1000210980	1000212471	100021512	1000216621	100021754	1000218516
1000208688	1000209874	1000210992	100021248	100021522	1000216623	1000217547	1000218517
100020873	1000209876	100021100	1000212486	1000215302	1000216641	1000217548	100021853
1000208752	1000209877	100021101	1000212527	1000215323	1000216642	1000217553	100021854
1000208793	100020988	100021104	100021254	1000215334	1000216669	1000217556	1000218579
1000208799	1000209881	1000211042	100021256	1000215336	1000216673	1000217584	1000218580
1000208821	1000209927	1000211043	1000212562	1000215337	100021668	1000217620	100021859
1000208823	1000209929	1000211079	1000212572	1000215347	1000216711	100021763	100021864
100020885	1000209953	1000211080	1000212576	1000215354	1000216712	1000217671	100021865
1000208877	1000210024	1000211099	1000212587	1000215363	100021672	1000217688	1000218714
1000208913	1000210028	100021111	100021259	1000215369	1000216728	1000217693	1000218715
1000208914	1000210041	1000211115	1000212593	1000215374	1000216741	1000217747	100021872
1000208925	1000210092	100021112	1000212617	1000215399	1000216799	1000217748	1000218865
1000208937	100021011	100021115	1000212629	1000215411	1000216848	1000217764	1000218936
1000208938	1000210136	1000211217	1000212638	1000215412	100021685	1000217783	1000218944
1000208955	1000210137	1000211261	1000212639	1000215427	1000216871	1000217811	1000218954
1000208976	1000210180	1000211301	1000212658	100021544	100021688	1000217836	1000218968
100020898	100021024	1000211340	1000212659	1000215493	1000216881	1000217862	1000218989
1000208980	1000210250	1000211359	1000212694	1000215523	1000216882	1000217870	1000219047
1000209069	100021026	1000211360	100021270	1000215556	1000216898	1000217875	1000219048
1000209097	1000210266	100021141	100021280	1000215558	1000216899	1000217876	1000219069
1000209103	1000210312	1000211492	1000212812	1000215588	1000216922	1000217880	1000219093
1000209104	1000210340	100021151	1000212834	100021561	1000216951	1000217888	100021910
1000209141	1000210351	100021152	1000212907	100021562	1000216979	1000217901	1000219127
1000209142	1000210359	1000211569	1000212915	1000215645	1000216988	1000217926	1000219128
100020916	1000210380	100021157	1000212949	100021567	100021701	1000217927	1000219129
1000209172	1000210395	100021158	100021298	1000215688	1000217018	1000217953	1000219144
1000209183	100021044	100021159	1000212985	1000215690	1000217019	1000217972	1000219145
1000209184	1000210445	1000211626	1000212986	100021570	100021702	100021799	1000219151
100020921	1000210446	100021164	1000213006	100021586	1000217032	1000217990	1000219159
1000209224	100021046	1000211655	1000213077	100021605	1000217069	1000217998	1000219163
1000209256	1000210470	1000211662	1000213085	1000216067	1000217084	100021800	1000219164
1000209283	1000210487	1000211667	1000213091	1000216076	1000217088	100021803	1000219184
1000209313	100021052	1000211692	1000213098	1000216112	1000217097	1000218040	100021922
1000209314	1000210547	1000211718	1000213099	100021616	1000217107	1000218046	1000219245
1000209362	1000210578	1000211750	100021319	1000216163	1000217108	100021806	100021926
1000209371	1000210635	1000211763	100021330	1000216164	1000217110	1000218070	1000219262
1000209373	1000210639	1000211780	100021331	1000216186	1000217123	1000218072	1000219267
1000209419	1000210675	1000211810	100021353	100021623	1000217124	1000218079	100021928
100020943	1000210723	1000211811	100021354	1000216250	100021715	1000218087	1000219295
100020944	1000210737	1000211951	100021355	1000216251	1000217153	100021812	1000219319
1000209463	100021075	1000211967	100021359	100021628	1000217155	100021814	100021932
1000209492	1000210769	1000211996	100021373	1000216327	1000217178	100021815	100021934
1000209496	100021077	100021209	100021381	1000216328	1000217225	100021816	1000219353
1000209530	1000210788	1000212105	100021394	1000216331	1000217263	1000218162	1000219389
1000209531	1000210799	1000212116	100021395	1000216367	1000217264	100021821	1000219420
1000209549	100021080	1000212150	100021407	1000216385	1000217269	100021823	1000219428
1000209551	1000210800	1000212151	100021410	1000216420	100021727	1000218240	1000219432
1000209559	1000210805	1000212167	100021417	1000216439	1000217307	1000218293	1000219488
100020957	1000210834	1000212217	100021430	1000216441	100021734	1000218294	1000219509
1000209630	100021087	100021222	100021442	100021645	1000217343	1000218314	100021959
1000209637	1000210878	1000212234	100021444	100021646	1000217358	1000218349	1000219612

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1000219613	100022073	1000221735	1000223372	1000224514	1000226968	1000228454	1000229604
1000219614	1000220743	1000221749	1000223382	1000224554	1000226993	1000228455	100022962
100021962	1000220757	1000221753	1000223463	1000224576	100022701	1000228457	1000229634
1000219687	1000220763	1000221764	1000223469	1000224598	100022703	1000228462	100022965
1000219698	1000220765	1000221772	1000223470	1000224599	100022707	1000228502	1000229701
1000219713	1000220768	1000221773	1000223508	1000224644	100022709	100022851	1000229789
1000219783	1000220769	100022188	100022352	1000224650	1000227105	100022854	100022982
1000219792	1000220803	1000221928	1000223544	1000224651	1000227117	100022857	1000229821
1000219795	1000220860	1000221967	1000223560	1000224727	100022712	1000228570	1000229839
1000219803	1000220875	1000221990	1000223561	1000224752	1000227150	1000228574	1000229877
1000219804	100022090	1000222040	1000223562	1000224760	100022717	1000228579	1000229895
1000219811	1000220922	1000222046	1000223623	1000224761	1000227198	1000228597	1000229896
1000219815	1000220931	100022209	1000223648	1000224777	1000227263	100022867	1000229905
1000219816	1000220946	1000222115	1000223678	1000224783	1000227267	1000228701	1000229922
1000219852	1000220955	1000222134	100022371	1000224787	1000227299	1000228727	1000229952
1000219867	1000220957	1000222165	1000223737	1000224799	1000227310	1000228738	100022996
1000219876	1000220969	1000222210	100022374	1000224800	100022737	1000228739	1000229965
100021988	1000220997	1000222216	100022376	1000224808	1000227412	1000228764	1000229993
1000219886	1000220998	1000222262	1000223770	100022481	1000227433	1000228803	100023000
1000219904	1000221001	1000222265	1000223776	100022483	1000227434	1000228810	100023001
100021991	1000221013	1000222343	100022378	1000224835	100022745	1000228824	1000230017
100021995	100022105	1000222405	1000223858	1000224847	100022746	1000228830	1000230029
100021996	1000221057	1000222427	100022386	100022486	100022747	100022884	100023003
100021998	1000221058	100022243	1000223866	100022488	1000227471	100022885	1000230051
1000219989	100022107	1000222435	100022388	1000224910	1000227502	1000228902	1000230111
1000219990	1000221088	1000222468	1000223881	1000224922	1000227510	1000228924	1000230112
1000219991	1000221106	1000222546	1000223884	100022496	1000227523	1000228925	1000230137
100022001	100022111	1000222560	1000223897	1000224976	1000227553	1000228926	100023019
1000220017	1000221114	1000222563	1000223902	1000224993	1000227561	1000228949	100023029
1000220133	1000221133	1000222570	1000223903	100022534	1000227583	1000228951	100023038
1000220138	1000221168	1000222619	1000223923	100022547	1000227586	1000229037	1000230427
1000220139	1000221169	1000222620	1000223952	100022555	1000227589	100022904	1000230500
1000220140	1000221178	100022270	1000223987	100022558	1000227590	1000229050	1000230518
100022022	100022125	100022271	1000223991	100022562	1000227615	1000229052	1000230524
1000220277	1000221269	100022276	1000223998	100022568	1000227619	1000229057	1000230547
1000220298	1000221275	1000222765	1000224002	100022583	1000227649	1000229095	1000230548
1000220299	1000221354	1000222766	1000224003	100022591	1000227683	100022911	1000230558
100022032	1000221371	1000222804	1000224029	100022617	1000227684	100022914	1000230595
1000220325	1000221386	100022288	1000224051	1000226219	1000227703	1000229172	1000230638
1000220339	1000221405	1000222932	1000224088	1000226232	1000227714	100022918	1000230654
100022034	1000221406	1000222933	100022409	1000226233	1000227781	100022920	1000230673
1000220388	1000221454	1000222974	100022410	1000226251	1000227806	100022927	1000230674
100022039	1000221455	1000222975	1000224105	1000226252	1000227808	1000229288	1000230709
100022041	100022146	100022299	1000224118	100022628	1000227820	1000229292	100023071
100022044	1000221462	100022300	100022412	1000226286	100022790	1000229301	1000230710
1000220444	1000221528	1000223002	1000224141	1000226287	1000227922	1000229302	100023072
1000220460	1000221574	1000223056	1000224167	1000226288	1000227923	1000229325	1000230722
1000220461	1000221575	1000223057	1000224226	1000226293	1000227936	1000229337	1000230745
1000220473	1000221582	100022306	1000224250	1000226382	1000227999	1000229368	1000230746
100022049	1000221586	1000223071	1000224251	1000226397	1000228054	1000229437	1000230787
1000220495	1000221588	100022311	1000224283	1000226414	1000228060	1000229449	1000230836
1000220504	100022159	1000223121	1000224316	1000226490	1000228142	100022945	1000230838
1000220510	1000221593	1000223135	1000224328	1000226612	1000228146	1000229450	100023086
1000220551	100022160	1000223186	100022433	1000226666	1000228160	100022946	1000230949
1000220556	1000221642	1000223202	1000224337	100022669	1000228161	100022947	1000230966
1000220582	1000221643	100022322	1000224387	1000226722	1000228204	100022950	100023098
1000220591	1000221655	1000223248	1000224388	1000226758	1000228241	100022953	1000231013
1000220592	1000221670	1000223272	100022439	1000226797	1000228243	1000229574	1000231037
1000220629	1000221671	1000223273	1000224394	1000226835	1000228349	1000229575	1000231043
1000220665	1000221672	1000223320	100022448	1000226853	100022835	1000229590	1000231070
1000220666	1000221695	1000223321	1000224485	1000226942	1000228416	1000229591	100023109
1000220692	1000221726	100022333	1000224486	1000226943	1000228447	1000229592	1000231131

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1000231132	1000232573	1000234046	100023872	100024182	100024686	1000250884	1000252001
1000231180	100023265	1000234059	100023882	100024189	1000246910	1000250911	1000252005
1000231203	100023267	1000234060	100023884	100024190	1000246911	1000250944	1000252020
1000231217	1000232678	100023409	1000239008	100024209	1000246944	1000250946	1000252056
1000231218	1000232688	100023412	1000239009	100024254	1000246948	1000250947	100025209
1000231261	1000232734	100023413	1000239010	100024265	100024711	1000250987	1000252108
1000231273	1000232776	1000234140	100023902	100024276	100024715	1000250993	100025212
1000231293	100023281	1000234177	1000239085	100024291	100024719	1000251003	1000252142
1000231347	1000232812	100023419	100023910	100024292	100024743	1000251021	1000252171
1000231359	1000232814	1000234203	1000239135	1000242931	100024748	1000251022	1000252172
100023136	100023284	1000234259	100023915	1000242985	100024755	1000251028	1000252293
1000231360	1000232932	1000234266	1000239181	1000243021	100024756	1000251111	1000252303
100023138	1000232934	1000234279	1000239182	1000243047	1000247680	1000251112	1000252324
100023139	1000233008	100023433	1000239195	1000243094	100024783	1000251113	100025233
1000231395	1000233035	100023434	1000239247	1000243095	100024800	1000251114	100025237
100023141	1000233036	1000234375	1000239282	1000243098	1000248006	1000251122	1000252389
1000231437	100023308	100023462	100023930	1000243109	1000248007	1000251149	1000252420
1000231465	1000233091	100023466	1000239311	100024319	100024803	1000251150	1000252427
100023151	1000233092	100023467	100023932	100024331	1000248034	1000251191	1000252439
100023158	1000233102	100023471	100023934	100024333	100024821	1000251233	1000252444
100023159	1000233103	1000234751	1000239431	100024334	100024825	1000251248	100025245
100023161	100023311	100023476	1000239460	100024343	100024842	1000251338	100025253
1000231610	1000233196	100023478	1000239475	100024347	100024845	100025142	1000252575
100023162	1000233207	100023479	1000239485	100024349	100024853	100025145	1000252585
1000231634	1000233208	1000234804	1000239488	100024384	100024862	1000251462	1000252614
1000231642	100023321	1000234821	1000239497	100024393	100024867	100025150	100025262
100023174	1000233244	100023483	1000239500	100024394	100024877	1000251575	100025263
1000231825	1000233245	1000234857	1000239503	100024395	100024892	100025159	100025264
1000231867	1000233247	1000234877	1000239507	100024396	100024901	1000251617	1000252659
1000231904	1000233278	1000234878	1000239509	100024399	100024903	1000251618	1000252767
1000231919	1000233458	1000234900	100023951	100024400	100024906	1000251620	1000252792
1000231982	1000233480	100023491	1000239519	100024433	100024907	1000251621	1000252822
1000232109	1000233546	1000234981	100023954	100024440	100024920	1000251653	1000252833
1000232151	1000233555	100023501	100023957	100024442	100024922	1000251657	1000252861
1000232162	1000233600	100023522	100023966	100024445	100024924	1000251664	1000252879
100023219	1000233673	100023524	1000239664	100024450	100024928	1000251671	1000252900
1000232192	1000233674	100023525	1000239776	100024459	100024930	1000251672	1000252906
100023222	1000233703	100023528	1000239777	100024461	100024950	1000251673	1000252908
1000232230	1000233705	100023540	1000239884	100024463	100024952	1000251694	1000252932
1000232231	1000233706	100023550	1000239923	100024465	100024962	100025171	1000253002
1000232233	100023371	100023579	1000239942	100024552	100024968	100025172	1000253007
1000232248	1000233718	100023585	100023995	100024554	100024970	1000251734	1000253099
1000232253	1000233719	100023611	1000239955	100024559	100024974	1000251737	1000253134
1000232254	100023372	100023619	100023996	100024567	100024986	1000251738	1000253202
1000232255	1000233727	100023625	1000239991	100024582	100024996	1000251766	1000253253
1000232258	1000233728	100023650	1000239996	100024600	100024997	1000251772	1000253265
1000232259	1000233730	100023690	100024011	100024608	100025010	1000251813	1000253266
1000232260	1000233731	100023706	100024054	100024611	100025015	1000251814	1000253306
1000232261	1000233752	100023716	100024072	100024613	100025017	1000251822	1000253307
1000232270	1000233759	100023717	100024077	100024616	100025020	100025183	1000253336
100023228	1000233761	100023722	100024079	100024620	100025023	1000251843	1000253382
100023229	1000233774	100023724	100024089	100024622	100025064	1000251855	1000253387
1000232326	1000233809	100023739	100024129	100024637	1000250642	100025187	1000253433
100023234	1000233842	100023774	100024137	100024641	1000250675	1000251874	1000253469
1000232342	100023388	100023775	100024145	100024644	100025069	1000251930	1000253482
100023235	1000233894	100023782	100024153	100024657	1000250710	1000251933	1000253507
100023236	1000233903	100023793	100024154	100024662	1000250727	1000251935	1000253511
100023243	1000233909	100023794	100024167	100024663	1000250827	1000251936	1000253515
1000232536	100023394	100023813	100024177	100024664	1000250832	1000251973	1000253516
1000232553	1000234005	100023818	100024178	1000246674	1000250840	1000251974	1000253612
1000232563	1000234032	100023853	100024180	100024674	1000250881	1000251982	1000253699
1000232569	1000234043	100023855	100024181	100024679	1000250883	1000251985	1000253792

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1000253822	100025522	1000256664	100026063	1000263071	100026437	100026827	1000271321
1000253850	1000255261	1000256675	100026064	1000263076	1000264424	100026829	1000271323
1000253928	1000255310	1000256688	1000260664	1000263113	1000264425	100026847	1000271387
1000253945	1000255311	1000256701	1000260675	100026313	100026454	100026869	1000271399
1000253957	100025532	1000256745	1000260676	1000263130	1000264564	100026874	1000271416
1000253985	1000255331	1000256767	100026084	1000263131	1000264565	100026891	100027142
1000253998	1000255333	1000256806	100026096	1000263174	1000264610	100026901	1000271425
100025400	1000255352	1000256836	100026102	1000263183	1000264618	100026902	1000271443
1000254002	1000255393	1000256880	100026103	1000263223	1000264645	100026919	1000271448
1000254081	1000255396	1000256904	100026104	1000263230	1000264646	100026926	1000271461
1000254082	100025540	1000256925	100026121	1000263232	1000264651	100026929	1000271462
1000254092	100025542	1000256926	100026126	1000263236	1000264652	100026931	1000271463
1000254097	1000255524	1000256969	100026134	1000263237	1000264695	100026936	1000271469
100025411	1000255561	100025704	1000261462	100026324	1000264696	100026943	1000271489
100025412	1000255563	100025721	100026150	1000263311	100026472	1000269738	1000271500
1000254299	1000255695	100025722	100026151	1000263314	1000264755	1000269839	1000271501
100025433	100025573	100025723	100026170	1000263385	1000264756	1000269840	1000271502
100025434	1000255767	100025732	100026176	1000263386	1000264797	1000269841	1000271513
1000254392	1000255775	100025743	100026189	1000263475	1000264798	1000269849	1000271527
1000254393	1000255801	1000257484	1000262013	1000263485	100026481	1000269851	1000271538
1000254395	1000255803	1000257485	100026202	1000263561	1000264811	100026991	100027158
1000254403	1000255809	1000257493	1000262021	1000263586	1000264812	100026992	1000271582
100025441	100025581	1000257497	100026205	1000263599	1000264821	100026993	1000271641
1000254410	1000255849	100025754	100026217	100026360	1000264825	1000269932	1000271642
1000254415	1000255857	100025791	1000262186	100026364	1000264851	100026996	1000271692
1000254420	1000255919	100025792	100026229	1000263642	1000264859	100026998	1000271741
100025447	1000255953	1000258435	1000262307	100026367	100026501	100026999	1000271756
1000254478	100025596	1000258466	1000262338	1000263725	100026505	100027000	100027176
1000254479	1000255979	1000258846	100026237	1000263727	100026530	1000270099	100027177
1000254485	1000255983	100025898	1000262379	100026374	100026541	1000270105	1000271774
1000254486	1000255994	100025899	100026238	1000263750	100026547	1000270120	1000271801
1000254500	1000255997	100025900	1000262398	1000263751	100026548	1000270131	1000271807
1000254511	100025603	100025907	100026241	100026376	100026559	1000270132	1000271840
1000254562	100025604	1000259073	1000262499	1000263762	100026560	1000270158	1000271867
1000254590	1000256045	100025914	1000262501	100026377	100026566	1000270883	1000271892
1000254676	1000256053	1000259334	1000262521	1000263785	100026569	1000270888	1000271933
1000254708	1000256057	100025939	100026253	100026379	100026590	1000270917	100027194
1000254717	100025607	100025953	1000262557	1000263791	100026610	1000270923	1000272052
1000254718	1000256086	100025957	1000262575	1000263792	100026617	1000270933	1000272057
1000254726	1000256107	100025959	1000262603	100026382	100026618	1000270939	1000272088
1000254744	100025612	1000259760	1000262604	100026387	100026625	1000270946	100027209
100025477	1000256160	1000259761	1000262629	100026388	100026649	1000270947	1000272091
1000254798	100025620	100025977	1000262630	100026390	100026675	1000270974	1000272092
1000254821	1000256204	100025982	1000262636	100026391	100026684	1000271069	1000272093
1000254823	1000256205	100025986	1000262664	1000263953	100026687	1000271070	1000272108
1000254835	1000256283	100026002	1000262692	1000263959	100026688	1000271087	1000272154
100025486	1000256337	100026005	1000262732	1000263960	100026690	1000271088	100027219
1000254892	1000256338	100026012	100026274	1000264111	100026695	1000271089	1000272259
100025496	1000256340	100026018	100026282	1000264170	100026701	1000271099	1000272260
1000254995	100025635	100026021	1000262827	1000264180	100026720	1000271105	1000272269
1000255019	100025649	100026025	1000262879	1000264192	100026726	1000271122	1000272273
100025503	100025651	100026027	1000262883	1000264248	100026730	100027113	1000272286
1000255036	100025653	100026030	1000262894	1000264256	100026766	1000271154	1000272307
100025508	1000256536	100026038	1000262953	1000264262	100026774	1000271155	1000272323
100025512	1000256553	100026039	100026296	1000264269	100026775	1000271174	1000272330
1000255139	1000256554	1000260426	100026298	1000264290	100026792	1000271184	1000272331
100025517	1000256575	100026043	1000263002	1000264292	100026794	1000271206	1000272376
100025519	100025659	1000260483	1000263030	1000264314	100026809	1000271213	1000272381
1000255197	100025660	1000260484	1000263039	1000264317	100026816	1000271233	1000272382
100025520	100025661	1000260485	1000263040	100026432	100026818	1000271253	1000272419
1000255203	1000256627	100026056	1000263043	1000264344	100026820	1000271262	100027243
100025521	1000256648	100026062	100026307	1000264345	100026822	1000271272	1000272436

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1000272522	100027408	100027569	100027831	1000281472	100028355	1000285712	100028738
1000272523	1000274153	1000275698	100027838	100028155	1000283599	1000285729	100028739
1000272586	1000274171	1000275726	100027846	1000281559	100028360	100028573	100028740
1000272629	1000274200	1000275727	100027849	100028156	1000283727	100028574	100028746
1000272631	100027424	1000275761	100027854	100028162	100028376	100028575	1000287590
100027266	1000274273	1000275795	100027857	100028163	1000283769	100028576	100028762
100027274	1000274274	1000275956	100027872	100028166	1000283771	1000285814	100028763
1000272756	1000274326	1000276003	100027873	1000281708	100028383	100028585	100028777
1000272757	100027434	100027602	100027904	100028176	1000283831	1000285871	100028778
100027281	100027435	1000276023	100027909	1000281790	1000283855	1000285872	100028787
1000272822	1000274411	100027620	100027914	100028182	1000283869	1000285902	100028806
1000272851	100027443	1000276233	100027918	100028186	100028387	1000285951	100028811
100027286	1000274439	1000276246	100027931	1000281864	1000283923	100028599	100028826
1000272863	100027444	1000276279	100027935	1000281950	1000283935	1000285990	100028837
1000272877	1000274444	1000276374	100027944	1000282056	100028394	1000285991	100028852
1000272878	1000274445	1000276444	100027955	100028218	1000284020	1000286028	100028873
100027288	100027445	1000276452	100027957	1000282260	1000284023	100028603	100028874
1000272888	1000274517	100027653	100027972	100028234	1000284127	100028611	100028875
100027296	100027454	100027654	100027980	1000282343	1000284128	1000286184	100028880
1000273004	1000274579	1000276680	100027982	1000282345	1000284219	1000286296	100028881
1000273037	100027460	1000276683	100027988	1000282346	1000284268	1000286322	100028883
1000273045	100027464	100027670	100027989	100028235	1000284269	100028633	100028917
1000273048	1000274670	1000276703	100027990	100028238	1000284319	1000286346	100028993
100027305	1000274731	1000276759	100027997	1000282385	1000284320	1000286348	1000290072
1000273066	1000274741	1000276816	100028004	1000282386	100028433	1000286354	1000290088
1000273067	1000274795	1000276934	100028008	100028240	1000284424	1000286409	1000290094
1000273068	1000274799	1000276935	100028011	1000282518	1000284431	1000286417	1000290098
1000273157	1000274807	100027696	100028012	1000282549	1000284432	1000286423	1000290131
1000273216	1000274830	100027698	100028014	1000282559	1000284489	100028643	100029015
1000273263	1000274831	100027707	100028016	100028256	1000284516	100028652	1000290175
1000273271	1000274832	1000277144	100028024	1000282611	1000284569	1000286548	100029034
1000273272	1000274939	1000277225	100028026	100028263	1000284681	1000286563	1000290366
1000273278	1000274987	1000277226	100028029	100028268	1000284775	1000286586	1000290422
1000273283	1000275002	1000277265	100028030	1000282703	1000284780	1000286587	100029046
1000273286	100027506	1000277311	100028033	1000282735	1000284786	100028661	1000290531
100027330	1000275145	1000277344	100028038	1000282881	100028494	100028662	1000290589
100027332	1000275148	1000277368	100028040	1000282887	1000284963	1000286665	1000290639
1000273324	1000275149	1000277520	100028048	1000282923	1000284964	1000286671	1000290696
1000273328	1000275167	1000277525	100028063	1000282929	100028504	100028671	1000290710
1000273341	1000275168	1000277526	100028073	1000282930	1000285060	1000286715	1000290718
100027337	1000275175	1000277656	1000280733	1000282967	100028508	100028673	1000290784
100027339	100027519	100027771	100028075	1000282982	1000285121	1000286755	1000290793
1000273396	1000275225	1000277712	100028081	1000282983	100028517	1000286760	1000290796
100027341	1000275291	100027772	1000280822	1000283009	1000285189	1000286761	1000290808
1000273422	1000275329	1000277724	1000280823	1000283018	100028523	100028679	1000290857
1000273538	1000275331	1000277725	100028088	1000283074	1000285245	100028681	1000290858
1000273539	1000275332	1000277729	1000280886	1000283120	1000285270	1000286851	1000290859
100027354	100027536	1000277842	100028090	1000283154	1000285271	100028686	100029087
1000273540	100027537	100027785	100028094	1000283155	100028530	1000286879	1000290873
100027357	1000275423	1000277898	100028097	1000283248	100028534	100028688	1000290883
100027358	100027543	1000277899	1000280990	1000283264	100028537	100028689	100029089
1000273605	100027544	1000277914	1000281031	1000283265	1000285409	100028690	100029091
1000273608	1000275463	1000277971	1000281052	1000283266	100028547	100028701	100029094
1000273609	1000275465	100027809	1000281053	1000283278	1000285501	100028710	100029095
1000273612	1000275473	100027812	1000281082	1000283287	100028554	100028711	1000290965
1000273709	1000275490	100027813	1000281121	1000283288	100028557	100028712	1000290967
100027371	1000275516	100027816	100028113	100028329	1000285581	100028714	100029098
1000273712	1000275517	100027821	1000281158	1000283295	1000285643	100028716	1000290994
1000273725	1000275591	100027824	1000281256	1000283360	100028565	100028721	1000291006
1000273776	1000275613	100027827	1000281262	1000283495	1000285700	100028723	1000291007
1000273971	1000275644	100027829	1000281263	100028350	1000285706	100028732	1000291008
100027398	100027566	100027830	100028129	1000283521	1000285707	100028733	1000291034

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1000291043	1000292858	1000294424	100029820	100030329	100030569	100030858	1000310303
100029111	1000292867	1000294478	100029846	100030333	100030570	100030861	1000310329
1000291166	100029292	100029449	100029863	100030350	100030573	100030879	1000310351
1000291185	100029295	1000294497	100029870	100030367	1000305731	100030880	100031046
1000291186	100029296	100029450	100029874	1000304022	1000305739	100030886	1000310462
1000291220	1000293039	100029453	100029875	1000304047	1000305804	100030890	100031048
1000291222	100029310	100029455	100029887	1000304053	1000305806	100030891	1000310490
1000291223	1000293100	100029457	100029919	1000304056	1000305807	100030898	1000310491
1000291225	1000293101	1000294638	100029920	100030406	1000305808	1000309010	1000310492
1000291382	1000293113	1000294680	100029921	100030411	100030582	1000309011	1000310504
1000291478	1000293114	1000294716	100029923	1000304110	100030583	100030902	1000310505
1000291497	1000293117	1000294718	100029925	100030412	1000305836	1000309021	1000310520
1000291522	1000293123	100029472	100029932	100030414	1000305837	100030903	1000310533
1000291527	1000293124	1000294746	100029934	1000304179	1000305941	100030904	1000310534
100029153	1000293128	1000294784	100029937	1000304180	1000306003	1000309088	1000310538
100029156	100029320	1000294858	100029960	1000304193	1000306012	1000309106	1000310566
1000291621	1000293276	100029490	100029970	1000304216	1000306144	100030913	1000310583
1000291626	1000293351	100029493	100029972	1000304225	1000306202	1000309169	1000310646
1000291744	1000293352	1000294953	100029990	1000304231	1000306203	1000309172	1000310655
1000291746	100029336	1000294996	100029996	1000304233	1000306282	1000309173	100031069
100029183	100029338	1000295000	100029998	1000304234	1000306283	100030919	100031073
100029186	100029339	100029507	100030014	1000304235	1000306345	1000309202	1000310756
100029187	1000293392	100029508	100030024	1000304294	100030637	100030923	1000310757
1000291884	100029341	100029509	100030040	1000304326	1000306379	1000309273	100031076
100029191	1000293418	100029510	100030044	100030433	1000306413	1000309281	1000310760
1000291911	1000293446	100029511	100030045	100030434	1000306425	1000309375	1000310793
1000291918	1000293450	100029522	100030094	100030435	1000306480	1000309379	100031082
100029192	1000293477	100029543	100030095	100030436	1000306509	1000309380	1000310821
100029193	1000293487	100029545	1000301004	1000304394	1000306510	1000309385	1000310840
100029194	100029349	100029610	1000301030	1000304428	1000306535	1000309414	1000310841
1000291960	100029351	100029621	1000301091	1000304529	1000306599	1000309420	100031087
1000291977	100029352	100029622	1000301148	1000304561	1000306600	1000309550	100031088
1000291984	1000293520	100029624	1000301149	100030457	1000306618	1000309551	1000310924
1000292052	1000293531	100029625	1000301203	1000304583	1000306624	1000309552	100031094
1000292062	1000293586	100029641	1000301238	1000304586	1000306745	1000309602	100031095
1000292071	1000293589	100029658	1000301265	1000304655	1000306763	1000309643	1000310954
100029208	100029365	100029670	1000301321	100030467	1000306765	1000309692	1000310960
100029213	100029367	100029673	1000301502	100030469	1000306798	1000309729	1000310984
100029214	100029373	100029677	1000301584	1000304707	100030689	100030973	1000310989
1000292166	100029374	100029681	1000301727	100030474	1000306893	100030978	100031101
1000292169	1000293812	100029685	100030174	1000304740	1000306897	1000309785	1000311012
100029218	1000293827	100029687	1000301771	1000304749	1000306912	1000309786	1000311054
1000292222	1000293885	100029691	100030179	1000304788	1000306914	1000309787	1000311080
100029223	1000293886	100029693	100030180	100030482	1000306993	1000309788	1000311081
100029224	1000293971	100029700	100030182	1000304849	1000306996	1000309796	1000311112
1000292268	100029403	100029706	100030183	1000304857	1000306997	1000309869	1000311147
1000292277	100029404	100029708	100030185	1000304923	100030717	100030987	1000311181
1000292278	100029406	100029710	1000301891	1000304975	100030763	1000309879	1000311227
1000292335	100029412	100029713	1000301905	1000305047	100030765	1000309883	1000311228
1000292336	1000294155	100029716	1000301909	100030505	100030766	1000309884	100031124
1000292337	1000294156	100029725	1000301917	100030511	100030767	100030989	1000311279
100029243	100029416	100029732	100030215	100030515	100030772	100030995	1000311376
1000292475	1000294220	100029733	100030232	1000305154	100030775	1000309955	1000311436
1000292535	100029426	100029737	100030233	1000305155	100030778	1000310021	1000311447
1000292602	1000294303	100029739	100030238	1000305269	100030796	1000310022	1000311466
1000292605	1000294309	100029743	100030244	1000305339	100030804	1000310038	100031147
100029275	1000294346	100029750	100030263	1000305399	100030806	1000310066	100031148
100029276	1000294354	100029771	100030278	1000305556	100030808	1000310114	1000311543
1000292797	100029437	100029782	100030292	1000305629	100030809	1000310115	1000311546
1000292798	1000294376	100029805	100030302	1000305630	100030818	100031013	1000311552
1000292818	100029442	100029807	100030313	1000305673	100030820	1000310176	1000311575
100029282	1000294422	100029819	100030326	1000305674	100030839	1000310177	1000311580

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000311617	1000315644	1000317400	1000319100	1000320744	1000322081	1000323666	1000325263
1000311618	1000315645	100031741	1000319134	1000320759	100032212	1000323672	1000325310
1000311657	100031565	100031745	100031917	1000320761	100032216	1000323710	1000325537
100031167	100031567	100031747	1000319191	1000320792	100032219	100032379	1000325571
100031170	1000315673	1000317509	1000319211	100032081	1000322217	1000323797	1000325579
1000311708	1000315681	1000317510	1000319228	100032084	1000322228	100032383	1000325584
1000311763	1000315713	1000317519	1000319229	1000320884	1000322235	1000323834	1000325670
100031185	1000315717	100031757	100031924	1000320900	1000322236	100032384	1000325671
1000311899	1000315774	1000317576	1000319253	100032091	100032224	1000323854	1000325727
1000311917	100031584	1000317579	1000319259	1000320949	100032225	1000323905	1000325748
1000311918	1000316013	1000317580	1000319290	100032096	100032229	100032392	1000325805
100031192	1000316023	1000317643	1000319307	1000320991	1000322330	1000323922	1000325819
1000311958	1000316029	100031767	1000319328	100032102	1000322331	1000324002	1000325900
100031204	1000316056	1000317816	1000319330	1000321039	1000322338	1000324018	1000325913
100031207	100031608	1000317828	1000319344	100032104	100032234	1000324070	1000325949
100031210	1000316085	1000317865	1000319349	1000321044	100032236	1000324071	1000325957
100031211	100031610	100031790	1000319361	1000321102	100032238	1000324075	1000325965
100031310	1000316106	100031792	1000319416	1000321132	1000322395	100032411	1000325968
100031333	100031611	1000317923	1000319420	100032114	100032241	1000324114	1000325969
100031376	1000316171	1000317926	1000319463	1000321159	1000322412	1000324153	1000325999
100031400	100031628	100031794	1000319523	1000321171	1000322436	100032416	100032606
100031405	1000316284	100031795	1000319532	100032120	1000322486	1000324199	1000326125
100031413	100031631	1000317953	1000319561	1000321206	1000322487	1000324218	1000326157
100031436	1000316323	1000317954	1000319691	1000321213	1000322510	1000324280	1000326161
100031440	1000316373	1000317960	1000319694	100032129	1000322511	100032432	100032618
100031441	1000316374	1000317967	1000319704	1000321307	1000322517	1000324332	100032619
1000314505	1000316468	1000318085	1000319705	1000321308	100032266	1000324341	100032622
1000314506	1000316479	1000318107	1000319706	1000321309	1000322688	1000324344	1000326222
100031456	1000316481	1000318108	1000319732	100032131	1000322706	1000324352	1000326234
1000314689	1000316533	1000318109	100031977	1000321311	1000322729	1000324357	1000326241
1000314791	100031656	1000318214	1000319780	1000321322	1000322818	1000324358	100032630
1000314810	1000316562	1000318235	1000319781	1000321389	100032282	1000324446	100032638
1000314813	1000316635	1000318345	1000319845	1000321391	1000322821	1000324468	100032640
1000314840	100031666	1000318416	1000319846	100032147	1000322822	1000324474	100032643
1000314841	1000316699	1000318559	1000319918	1000321471	100032283	1000324486	1000326448
1000314902	1000316745	1000318560	1000319919	1000321474	1000322856	1000324487	1000326462
1000314903	1000316747	1000318583	1000319938	1000321487	1000322857	1000324523	1000326472
1000314955	1000316767	1000318689	1000319950	1000321515	100032293	1000324533	1000326492
100031496	1000316768	100031870	1000319953	1000321540	1000323042	1000324576	1000326641
1000315035	1000316793	100031871	100031996	1000321542	1000323058	1000324577	100032671
1000315039	1000316823	100031873	1000319963	1000321560	1000323059	1000324579	1000326765
100031504	1000316914	1000318787	1000320066	1000321561	1000323065	100032460	100032681
100031507	100031693	1000318789	1000320086	1000321573	1000323099	1000324630	100032683
1000315096	100031694	1000318793	1000320099	1000321593	1000323136	1000324693	100032686
100031514	100031698	1000318828	100032011	1000321644	1000323146	1000324696	100032688
100031515	1000316982	1000318832	1000320152	1000321647	1000323147	100032473	1000326886
1000315151	1000316990	1000318833	1000320161	1000321648	1000323148	1000324745	100032689
1000315168	1000317019	1000318845	1000320205	1000321678	1000323247	1000324746	1000326958
100031520	1000317072	1000318846	1000320211	100032172	1000323250	1000324896	100032704
1000315201	1000317114	1000318859	1000320237	1000321741	1000323260	1000324897	1000327047
1000315211	1000317115	100031889	1000320264	1000321742	1000323275	1000324924	1000327048
100031522	1000317116	1000318904	1000320395	1000321779	1000323276	1000324926	100032718
1000315306	100031715	100031893	1000320418	1000321790	1000323277	1000324938	1000327189
1000315374	1000317178	1000318953	100032045	1000321963	1000323310	1000324973	1000327192
1000315395	100031718	1000318954	1000320501	100032199	1000323389	1000324980	1000327217
1000315397	1000317201	1000318957	100032054	1000321997	1000323456	1000325089	100032728
1000315417	1000317211	100031898	1000320609	1000322000	1000323607	100032513	100032734
1000315447	1000317212	1000319041	1000320659	100032201	1000323608	100032515	100032735
1000315459	1000317224	100031905	1000320660	100032202	100032362	1000325180	1000327369
1000315512	1000317228	1000319057	1000320712	1000322033	1000323631	1000325230	100032738
1000315528	100031729	1000319058	1000320716	1000322034	1000323648	1000325233	1000327386
1000315608	100031734	100031910	1000320739	1000322067	1000323649	1000325245	1000327397

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000327423	100032937	100033115	1000332524	100033397	1000336224	1000339087	100034289
100032746	100032939	1000331153	1000332532	100033399	100033626	100033910	100034291
1000327527	100032940	1000331261	100033255	100033400	100033631	1000339346	100034292
1000327529	1000329404	1000331295	100033264	100033402	1000336366	100033936	1000342921
1000327596	1000329414	1000331304	100033266	100033404	1000336375	1000339404	1000342926
100032763	1000329415	1000331312	100033268	1000334048	1000336392	1000339435	1000342928
100032770	1000329433	1000331313	1000332688	1000334049	1000336393	1000339470	100034295
100032775	100032949	1000331316	1000332690	1000334086	1000336414	100033949	1000343099
1000327758	100032950	1000331317	100033276	100033411	1000336418	100033950	100034310
100032780	1000329529	100033142	1000332791	100033417	1000336484	1000339525	1000343100
1000327810	1000329560	1000331434	1000332889	1000334262	100033649	100033955	100034312
1000327846	100032966	100033144	1000332890	100033429	100033650	100033957	1000343192
1000327847	100032971	1000331443	1000332934	1000334313	100033665	1000339571	1000343238
100032792	1000329788	1000331468	1000332938	1000334326	100033673	1000339572	100034325
100032793	1000329789	1000331470	100033296	1000334327	100033687	100033970	100034331
1000327984	100032982	100033150	1000332960	1000334376	100033690	100033978	1000343375
1000328031	1000329837	1000331515	100033299	100033442	100033693	1000339819	1000343382
1000328097	1000329840	100033152	1000333001	100033443	100033724	1000339845	1000343411
1000328102	100032985	1000331550	1000333002	100033444	100033726	1000339846	1000343454
1000328161	100032988	1000331574	1000333054	1000334512	100033741	1000339864	1000343457
1000328238	1000329887	100033158	1000333114	1000334534	100033750	100033991	100034350
1000328249	1000329888	1000331581	1000333123	100033456	100033755	100033995	100034351
1000328250	1000329892	1000331582	1000333145	1000334614	100033756	1000339970	100034352
100032827	100032993	1000331585	100033323	1000334622	100033765	100034010	1000343544
1000328285	100032999	100033160	100033326	100033466	100033774	100034019	1000343545
1000328298	100033000	1000331613	100033327	1000334701	100033775	100034028	100034357
1000328312	100033003	100033169	100033328	1000334703	100033777	100034030	1000343587
1000328320	1000330047	100033174	1000333290	100033474	100033795	100034040	1000343588
100032833	1000330133	100033177	100033331	1000334797	100033796	100034043	1000343590
1000328330	1000330157	1000331778	100033332	1000334819	100033797	100034044	100034371
1000328336	1000330193	100033178	1000333382	100033482	100033802	100034047	100034372
1000328402	1000330222	100033181	100033339	100033484	1000338024	100034067	100034373
1000328427	100033023	1000331831	1000333391	1000334931	1000338081	100034076	1000343745
1000328448	1000330237	100033185	1000333396	1000335013	1000338082	100034110	100034378
1000328473	100033030	1000331868	1000333409	1000335024	1000338084	100034121	100034386
1000328525	1000330373	1000331869	100033341	1000335028	1000338085	100034129	1000343899
1000328559	1000330374	1000331872	100033342	100033511	100033813	100034135	1000343900
1000328616	1000330416	100033189	1000333431	1000335162	1000338138	100034138	1000343913
100032863	1000330427	1000331943	1000333465	1000335203	1000338195	100034144	100034401
100032865	1000330428	1000331979	1000333466	100033521	1000338196	100034149	100034407
1000328687	100033049	1000332004	1000333471	1000335226	100033826	100034151	1000344080
1000328776	1000330518	1000332037	1000333472	1000335240	100033830	100034152	1000344119
100032883	100033052	100033204	1000333474	100033528	100033839	100034162	1000344120
1000328830	1000330576	1000332075	1000333529	100033530	100033840	100034163	1000344150
100032885	100033062	1000332076	100033354	1000335313	1000338409	100034181	1000344151
1000328862	1000330700	100033211	100033356	1000335365	100033841	100034183	1000344247
1000328912	100033083	100033212	1000333571	1000335417	1000338441	100034209	100034428
1000328913	100033085	100033215	100033358	100033548	1000338442	100034218	1000344311
1000328917	1000330859	100033216	1000333631	100033549	1000338447	100034228	1000344322
100032892	100033087	1000332256	1000333632	1000335496	1000338448	100034229	1000344360
100032894	100033088	1000332273	1000333636	100033551	100033845	100034230	1000344398
1000328949	100033091	1000332274	1000333637	100033575	100033856	1000342336	100034453
100032895	1000330921	1000332309	1000333757	100033596	100033867	1000342379	100034455
100032896	1000330965	1000332324	1000333759	1000336025	100033870	100034253	1000344595
1000328960	1000330967	100033236	100033376	100033603	100033882	100034254	100034461
1000329035	100033097	1000332386	100033381	100033605	1000338844	100034262	100034462
100032914	1000330974	100033241	1000333837	1000336050	1000338876	1000342688	1000344656
1000329192	1000330975	1000332419	100033385	100033609	100033898	100034269	100034468
1000329195	1000330976	1000332422	100033390	1000336157	1000338984	100034271	100034470
100032923	100033099	100033246	100033393	1000336163	1000339021	1000342780	1000344737
100032928	100033102	100033249	100033395	1000336169	100033904	100034283	100034488
100032936	1000331104	1000332504	100033396	1000336170	100033905	100034287	100034490

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000344928	100034726	1000349372	100035087	1000352647	1000354195	1000355990	100035783
1000344938	1000347305	100034939	1000350874	1000352663	1000354236	100035600	100035789
100034497	100034732	100034940	1000350904	1000352689	1000354248	100035605	100035790
1000344970	1000347342	100034941	1000350984	100035271	1000354249	1000356093	100035793
1000344971	1000347343	1000349411	1000350986	100035272	100035426	100035613	1000357948
100034504	1000347374	100034947	1000350987	1000352727	100035428	100035617	100035795
1000345043	1000347388	1000349490	1000350988	1000352728	1000354340	100035618	1000358156
1000345196	100034739	100034950	1000350993	100035273	1000354400	100035619	100035819
1000345199	100034743	1000349524	100035101	100035274	1000354415	1000356190	1000358194
1000345205	100034749	1000349546	100035106	1000352749	1000354473	1000356207	1000358208
1000345291	1000347665	100034955	1000351090	100035276	100035448	1000356222	100035821
1000345303	100034773	1000349564	100035111	100035279	100035452	100035625	100035822
1000345304	1000347778	1000349565	1000351114	100035285	1000354538	100035626	100035826
100034543	1000347782	100034958	100035112	1000352905	1000354549	100035628	1000358332
100034544	1000347783	100034959	1000351246	1000352906	1000354552	100035632	100035835
1000345492	1000347863	100034963	1000351248	1000352918	1000354562	1000356352	1000358422
1000345553	1000347901	1000349637	100035136	100035296	1000354563	1000356411	1000358449
100034556	100034791	100034966	1000351395	1000352968	1000354567	100035644	100035849
100034562	100034794	1000349663	100035143	1000353012	1000354568	1000356476	1000358739
100034564	1000347955	100034970	1000351432	1000353019	100035462	1000356512	1000358769
100034575	1000348124	1000349755	100035149	100035306	100035466	100035652	1000358770
1000345774	100034813	1000349760	100035150	100035308	1000354731	1000356590	1000358771
100034583	100034815	1000349762	1000351569	1000353081	1000354782	100035660	1000358772
100034587	1000348224	100034986	1000351585	1000353082	100035479	100035663	1000358775
100034588	1000348343	1000349867	100035160	100035310	100035486	1000356630	100035878
1000345903	100034835	1000349877	100035162	100035312	100035489	100035666	1000358790
100034594	1000348362	1000349878	1000351707	1000353138	1000354903	100035667	1000358794
1000345944	1000348363	100034995	1000351762	1000353149	100035496	100035671	1000358801
100034596	100034837	1000350019	100035178	1000353151	100035497	100035672	1000358805
1000345971	1000348385	100035002	1000351786	1000353201	100035499	100035673	1000358841
1000346025	1000348414	1000350025	1000351812	100035322	100035501	1000356769	1000358864
1000346027	1000348415	100035007	1000351814	100035324	100035504	100035681	100035887
100034609	100034844	100035008	1000351817	1000353243	100035505	1000356812	100035889
100034612	1000348449	1000350121	1000351819	1000353261	100035513	100035682	100035891
1000346136	100034847	100035013	100035182	100035327	100035516	100035685	1000358981
100034614	100034848	1000350162	1000351820	1000353476	1000355168	100035688	1000358982
100034615	100034850	100035019	1000351823	1000353477	100035522	100035702	1000358984
1000346349	100034864	1000350196	100035184	1000353497	1000355345	100035704	1000358985
100034638	100034868	100035020	1000351879	100035358	1000355346	1000357045	1000358986
1000346391	100034871	1000350233	100035188	100035365	1000355347	1000357046	1000359133
1000346398	100034875	100035024	1000351881	1000353661	100035539	1000357084	1000359149
1000346399	1000348784	100035025	1000351928	100035370	100035540	1000357186	1000359150
100034653	1000348798	1000350276	1000351932	100035371	100035541	1000357202	1000359156
1000346572	100034893	1000350280	100035194	1000353765	1000355416	100035725	1000359163
1000346603	1000348958	1000350316	1000351947	1000353766	100035545	100035727	100035922
100034664	1000348967	1000350371	1000351949	1000353783	100035546	100035728	100035925
1000346655	100034898	1000350431	1000352019	1000353792	1000355478	100035729	1000359250
1000346664	100034903	1000350440	100035209	100035380	1000355480	1000357294	100035930
100034668	1000349042	100035048	100035216	100035384	1000355558	1000357344	1000359302
100034671	100034906	1000350520	1000352166	1000353869	1000355608	1000357346	100035931
100034681	1000349073	1000350533	100035223	1000353890	100035561	100035738	100035939
100034682	1000349074	1000350566	100035225	1000353910	1000355669	1000357476	100035948
100034701	100034909	1000350570	100035227	1000353912	100035568	1000357478	100035949
100034704	1000349094	100035061	100035231	1000353914	100035570	1000357481	100035952
1000347079	100034910	1000350611	1000352333	1000353964	1000355723	100035759	1000359525
100034709	1000349100	1000350614	1000352449	1000353965	100035574	100035761	1000359541
100034714	1000349102	1000350615	1000352459	1000353970	100035578	1000357639	1000359542
1000347233	100034911	1000350635	1000352474	1000353985	100035579	1000357643	100035960
100034724	100034914	1000350694	1000352516	100035401	1000355876	1000357699	100035962
1000347240	100034921	1000350797	1000352564	100035405	1000355927	1000357700	100035964
1000347241	100034927	100035082	100035259	1000354069	1000355933	100035771	100035966
1000347243	1000349309	100035084	1000352619	1000354070	100035599	100035774	100035967

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100035969	1000361182	1000362683	100036433	1000366117	100036771	1000369189	1000371669
100035976	100036119	100036269	100036434	1000366118	1000367747	100036919	1000371670
100035981	1000361229	1000362719	1000364369	100036620	1000367748	1000369198	1000371696
100035989	100036124	100036272	1000364383	100036623	100036785	100036929	100037177
100035990	100036139	1000362724	1000364388	1000366316	100036787	1000369326	1000371811
1000360017	1000361402	100036275	100036447	1000366317	1000367895	100036934	100037183
100036006	1000361403	100036278	100036448	1000366318	1000367907	1000369352	1000371835
1000360065	100036141	100036279	100036449	1000366319	100036791	1000369359	1000371836
100036007	1000361414	100036283	1000364496	100036633	1000367928	100036940	1000371868
100036008	100036145	100036287	100036451	1000366392	100036793	100036944	100037188
1000360086	1000361480	1000362884	1000364585	1000366395	1000368003	100036946	100037191
100036009	100036153	100036289	100036461	1000366396	100036807	100036947	1000371918
100036010	1000361596	100036290	1000364614	100036644	1000368082	100036948	100037194
100036013	100036161	100036296	100036462	100036645	100036809	1000369560	100037197
1000360137	1000361614	1000362962	1000364621	100036648	1000368095	100036957	1000371971
100036017	1000361633	1000362963	1000364623	100036651	1000368096	100036962	100037198
100036019	1000361638	1000362997	100036465	1000366513	100036812	1000369697	1000372014
1000360198	100036164	100036302	1000364672	100036652	100036818	1000369714	100037203
1000360199	1000361640	1000363020	1000364673	1000366524	100036821	1000369717	100037204
1000360207	1000361641	100036303	1000364679	1000366526	1000368224	100036972	100037206
1000360208	1000361644	1000363049	100036468	100036657	1000368226	100036977	100037217
1000360218	1000361647	100036310	1000364685	1000366587	1000368277	1000369771	100037218
100036040	1000361668	1000363160	1000364693	1000366589	100036828	1000369772	100037219
1000360456	1000361682	1000363162	100036470	1000366650	100036831	100036979	100037229
100036046	100036171	1000363171	1000364714	1000366714	1000368327	1000369797	1000372340
100036047	1000361725	1000363180	1000364727	100036673	100036834	100036987	1000372367
100036048	1000361769	1000363184	100036488	1000366733	100036835	100036990	100037241
1000360487	1000361770	1000363255	100036494	100036676	100036838	100036995	100037244
1000360489	100036178	1000363257	1000364995	1000366773	100036839	100036998	1000372445
1000360560	1000361794	1000363298	1000364996	1000366774	1000368402	100037015	1000372558
1000360601	100036180	1000363313	1000365029	1000366778	1000368449	100037016	1000372581
1000360636	100036181	1000363315	1000365048	100036680	1000368450	100037017	1000372601
1000360645	100036186	100036342	100036518	1000366835	100036847	100037022	1000372602
1000360674	1000361871	100036349	1000365239	1000366836	100036848	100037029	1000372627
1000360706	1000361891	1000363520	1000365265	1000366844	100036857	100037030	100037263
1000360717	1000361935	100036354	1000365266	1000366848	100036858	100037035	1000372651
100036077	1000361997	100036358	100036534	1000366850	1000368622	100037051	1000372744
100036079	100036206	100036359	1000365554	1000366973	1000368623	100037055	1000372748
100036082	1000362064	100036361	100036558	1000366995	1000368655	100037065	1000372858
1000360863	1000362065	1000363647	100036560	1000367008	1000368708	100037070	100037291
1000360864	100036208	1000363662	100036561	100036702	1000368713	100037073	100037292
1000360871	100036210	1000363663	100036562	1000367029	1000368769	100037088	100037298
100036088	1000362109	100036369	1000365653	100036713	100036877	100037110	100037301
100036091	1000362127	1000363708	1000365654	100036716	100036879	100037123	1000373041
1000360911	100036213	1000363709	100036569	100036717	100036890	100037125	100037311
100036093	100036214	1000363749	100036570	100036718	1000368901	1000371300	100037315
1000360943	100036217	1000363767	100036571	100036720	1000368902	1000371301	100037317
100036096	1000362220	1000363858	100036572	1000367201	1000368941	1000371307	1000373177
1000360975	100036224	1000363861	100036573	1000367202	100036895	100037131	1000373178
1000360980	1000362240	1000363862	1000365738	1000367286	1000368951	1000371313	1000373180
1000360981	100036226	1000363915	100036583	1000367309	1000368952	100037139	1000373181
1000361010	100036228	100036403	100036584	100036734	1000369012	1000371503	1000373187
100036103	1000362286	1000364060	100036587	1000367342	1000369013	1000371524	1000373191
1000361040	1000362349	1000364066	100036589	100036739	1000369016	1000371539	1000373251
1000361066	1000362350	100036408	100036594	100036740	100036902	1000371562	1000373252
1000361067	1000362403	100036411	1000365945	100036742	1000369036	1000371568	100037326
100036109	100036243	100036412	100036595	100036745	100036907	1000371589	100037328
100036110	1000362469	100036418	100036596	1000367457	1000369082	100037159	1000373288
1000361149	1000362476	100036419	100036603	100036748	1000369085	1000371606	1000373299
1000361151	1000362497	100036425	100036608	100036750	100036913	1000371607	1000373300
100036116	100036265	100036426	1000366088	1000367513	100036915	1000371637	100037332
1000361173	100036268	100036429	100036609	1000367680	100036917	100037166	100037335

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100037339	1000374965	100037888	100038080	1000382452	1000383672	100038489	100038762
1000373494	1000374970	100037895	100038087	100038247	1000383675	100038496	100038770
1000373498	100037498	100037902	100038088	100038249	100038368	1000385094	1000387703
1000373499	100037521	100037904	1000380905	1000382522	1000383683	1000385107	1000387707
100037350	100037522	100037913	100038091	100038254	1000383687	1000385113	1000387732
100037351	100037536	100037916	100038095	100038255	100038377	100038513	100038774
100037355	100037539	100037917	100038096	1000382550	100038382	1000385131	100038778
100037356	100037552	100037922	100038099	1000382551	1000383844	100038514	100038779
100037357	100037562	100037924	1000380998	100038258	1000383845	100038515	100038780
100037360	100037567	100037929	1000380999	100038266	100038387	100038538	1000387814
1000373606	100037584	100037939	1000381029	1000382687	1000383885	100038550	100038783
1000373607	100037585	100037940	100038103	1000382694	1000383897	100038554	100038785
100037361	100037593	100037941	1000381030	1000382695	100038391	100038575	100038786
1000373657	100037595	100037943	1000381031	1000382713	100038392	1000385755	1000387891
100037367	100037596	100037945	1000381032	100038273	1000383923	100038577	100038793
1000373677	100037600	100037948	1000381033	1000382862	1000383925	100038578	1000387938
100037369	100037602	100037949	100038104	100038287	1000383926	100038583	100038796
100037370	100037603	100037950	100038105	1000382883	1000383927	100038584	100038797
100037371	100037611	100037952	100038111	100038294	1000383947	100038588	100038799
1000373727	100037621	100037954	100038113	100038295	1000383948	100038596	100038800
1000373768	100037624	100037957	100038115	100038297	100038405	100038598	100038804
1000373778	100037638	100037959	100038118	100038298	1000384070	100038601	100038807
1000373800	100037639	100037973	1000381180	100038299	1000384089	100038603	100038808
1000373832	100037649	100037974	1000381181	1000383014	100038409	100038605	100038810
1000373837	100037663	100037977	1000381183	1000383017	1000384096	100038607	100038812
1000373842	100037664	100037984	100038119	1000383018	100038410	1000386084	100038813
1000373843	100037667	100037991	100038121	1000383019	1000384113	1000386089	100038815
100037396	100037670	100037998	1000381223	1000383036	100038412	100038609	1000388153
100037397	100037671	100038008	1000381226	1000383055	100038413	100038617	1000388163
100037400	100037672	1000380094	1000381229	1000383059	1000384324	100038620	1000388194
100037415	100037673	1000380095	1000381272	1000383076	1000384325	100038623	1000388195
100037416	100037677	1000380272	1000381273	100038311	1000384326	100038627	100038820
100037418	100037682	1000380275	100038134	100038315	1000384328	100038641	1000388254
100037420	100037683	1000380304	100038154	100038316	1000384329	100038642	1000388257
100037421	100037688	1000380305	100038166	1000383174	1000384330	1000386474	100038826
100037422	100037700	1000380316	1000381662	1000383175	1000384372	100038648	1000388279
100037423	100037706	1000380322	1000381709	1000383187	1000384396	1000386689	100038828
100037424	100037726	1000380323	1000381716	1000383193	100038443	100038682	1000388292
100037425	100037729	1000380327	1000381756	1000383194	1000384471	100038687	1000388339
1000374351	100037732	1000380328	1000381762	1000383302	1000384493	100038688	100038836
100037438	100037733	1000380329	1000381811	1000383308	1000384494	100038698	1000388363
1000374397	100037735	1000380363	100038182	100038331	100038451	100038706	1000388364
1000374408	100037743	1000380364	1000381862	1000383323	1000384566	100038707	1000388371
100037441	100037748	100038037	1000381863	100038333	1000384572	100038713	100038847
1000374420	100037751	1000380371	1000381864	100038334	1000384576	100038727	100038851
100037443	100037753	1000380372	100038188	1000383342	1000384595	100038732	100038852
1000374435	100037767	100038041	100038189	100038335	1000384598	100038733	100038855
100037446	100037787	1000380526	100038200	1000383356	100038466	100038740	100038856
1000374478	100037799	1000380527	100038201	100038338	100038467	100038750	1000388593
1000374509	100037803	1000380528	100038202	100038340	100038472	100038752	100038870
1000374526	100037809	100038053	100038203	1000383414	100038473	1000387520	100038872
1000374551	100037812	1000380567	1000382037	1000383415	100038474	1000387529	100038881
100037464	100037822	1000380581	100038205	100038342	100038475	100038753	100038887
100037468	100037828	1000380582	100038206	1000383424	100038477	100038755	1000388871
1000374729	100037829	100038059	1000382132	1000383475	100038478	100038756	1000388920
1000374766	100037834	100038060	1000382134	1000383485	100038479	1000387576	100038898
1000374797	100037836	100038062	100038215	1000383486	100038484	1000387577	1000389015
1000374798	100037839	100038068	1000382172	1000383487	1000384852	100038758	1000389050
100037480	100037849	100038072	1000382257	1000383606	1000384853	1000387581	1000389087
100037490	100037856	1000380755	1000382258	1000383619	1000384857	100038759	1000389089
1000374932	100037862	1000380771	100038228	1000383642	100038487	1000387594	1000389090
100037496	100037887	1000380775	1000382316	1000383657	100038488	100038760	100038914

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100038915	1000390769	100039218	1000393855	100039534	1000397047	1000398559	1000400076
100038916	1000390770	1000392185	1000393856	1000395357	100039707	1000398568	1000400089
1000389208	1000390773	100039219	100039388	1000395358	1000397074	100039869	100040009
1000389217	1000390809	1000392266	1000393881	1000395379	1000397075	100039870	100040014
1000389218	100039081	1000392278	1000393886	100039539	100039714	100039871	100040016
1000389240	1000390810	1000392412	100039393	100039543	100039715	100039885	100040019
100038926	100039082	1000392417	1000394029	100039553	100039726	100039888	1000400271
100038931	100039085	1000392425	100039405	1000395550	1000397272	100039896	1000400281
1000389321	1000391010	1000392489	1000394087	1000395586	1000397273	1000398960	1000400282
100038933	1000391011	100039249	1000394088	100039564	1000397280	1000398962	1000400288
100038937	100039102	1000392499	100039411	100039565	1000397281	1000398967	1000400291
1000389404	1000391020	100039251	1000394151	100039571	1000397287	1000398970	1000400295
1000389411	1000391031	100039254	100039417	1000395713	100039729	1000399009	1000400297
1000389414	1000391043	100039255	1000394175	100039575	1000397290	1000399011	100040032
100038945	100039105	100039257	1000394190	1000395762	1000397299	100039902	100040033
100038947	100039108	100039267	1000394191	1000395766	100039741	1000399024	100040034
100038949	100039113	100039274	100039423	1000395767	100039742	1000399025	100040050
100038951	1000391159	100039276	1000394303	100039581	100039744	100039903	1000400543
100038953	100039117	100039277	1000394320	100039583	100039751	1000399085	100040067
1000389562	1000391172	100039278	100039433	100039585	100039755	100039914	100040070
1000389569	1000391176	100039282	100039438	100039586	100039756	100039923	100040072
100038958	1000391181	100039287	100039445	100039591	100039757	1000399299	100040073
1000389588	100039119	100039296	1000394452	100039597	100039758	1000399303	1000400740
100038959	1000391194	1000392964	1000394476	1000396016	100039762	1000399304	100040076
1000389595	100039121	1000392982	1000394532	1000396027	1000397622	100039932	1000400762
1000389596	100039123	100039303	1000394533	1000396029	1000397629	100039933	1000400795
100038960	1000391326	100039306	1000394534	100039605	100039766	1000399331	1000400800
100038961	1000391327	100039309	1000394536	100039608	100039768	100039934	1000400859
1000389627	1000391350	100039310	1000394586	100039611	100039773	1000399369	100040088
1000389630	100039136	1000393171	100039462	100039613	100039776	1000399467	100040089
1000389643	1000391361	100039318	100039465	1000396185	1000397762	1000399469	100040090
100038966	1000391376	1000393207	100039466	1000396186	100039781	1000399500	1000400912
1000389677	100039138	100039321	100039467	1000396234	100039786	1000399501	1000400913
100038968	1000391386	100039329	100039469	1000396235	1000397874	1000399536	1000400945
1000389807	1000391387	100039330	1000394704	1000396237	1000397948	100039954	1000400998
100038982	1000391391	100039336	1000394724	100039626	1000397949	1000399544	1000401025
1000389874	100039143	1000393364	1000394730	1000396270	100039809	100039955	1000401026
1000389875	100039147	1000393389	1000394731	100039630	100039810	100039956	1000401027
1000389876	100039149	100039339	1000394762	100039632	1000398114	100039958	1000401067
1000389884	100039157	100039340	1000394801	1000396340	1000398117	100039966	100040116
100039004	100039159	1000393421	1000394843	1000396341	1000398118	100039968	100040119
100039010	100039170	1000393426	1000394844	100039636	100039818	1000399709	100040126
1000390107	100039172	100039344	100039485	100039643	100039820	1000399712	100040136
100039013	1000391732	100039345	1000394876	100039645	100039821	1000399716	100040137
100039014	1000391740	100039347	1000394886	100039648	1000398313	1000399729	1000401434
100039020	1000391741	100039349	100039490	1000396489	100039832	1000399743	100040153
1000390263	1000391742	100039352	100039498	1000396491	100039835	100039979	1000401591
1000390265	1000391750	100039353	100039502	100039650	100039836	100039980	1000401592
100039030	100039177	100039354	1000395035	100039651	100039837	100039981	100040161
100039032	1000391787	1000393565	1000395036	1000396519	100039841	1000399852	1000401618
100039034	100039180	1000393573	1000395039	100039658	100039843	1000399853	1000401619
100039036	100039185	1000393588	1000395067	100039660	100039845	100039986	100040163
100039039	100039189	1000393641	1000395082	100039663	100039846	1000399888	1000401640
100039041	100039194	100039366	1000395102	100039672	1000398480	100039989	1000401641
100039042	100039198	100039367	1000395114	100039674	1000398485	100039991	1000401649
1000390431	100039200	1000393680	100039513	100039685	1000398492	1000399910	1000401654
1000390434	100039201	100039373	1000395132	1000396851	1000398493	1000399911	100040174
100039055	1000392013	100039380	100039519	1000396852	1000398498	1000399915	100040175
1000390569	1000392031	1000393802	100039521	1000396869	1000398499	1000399962	100040179
1000390570	1000392032	1000393810	100039524	100039687	1000398538	100039998	100040181
100039074	1000392033	100039382	100039529	100039689	1000398539	1000399994	100040183
1000390755	100039206	1000393828	1000395292	100039697	100039854	1000400074	100040184

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000401919	100040419	100040626	100040804	1000409612	100041175	100041329	100041483
1000401936	100040420	100040627	100040805	1000409635	1000411789	100041330	1000414837
100040194	1000404339	100040628	100040815	1000409686	1000411902	100041332	1000414842
1000402012	100040434	100040629	100040820	100040969	1000411943	100041344	100041490
1000402035	1000404376	100040630	100040823	100040977	1000411968	100041350	1000414976
100040205	1000404431	100040636	100040825	100040979	1000411974	1000413515	1000414977
100040215	1000404432	100040642	1000408371	1000409794	100041207	1000413549	1000414983
100040220	100040462	1000406423	1000408381	1000409797	100041208	1000413557	1000414984
100040223	100040465	100040644	1000408391	100040981	1000412082	1000413571	1000414989
100040226	100040468	100040646	1000408393	1000409831	1000412124	1000413603	1000414990
100040227	100040471	100040647	1000408394	100040984	100041225	1000413607	1000414992
100040228	100040472	100040648	1000408411	100040985	1000412254	1000413624	1000414994
100040236	100040473	1000406487	1000408412	1000409947	1000412255	1000413644	1000414995
100040240	1000404732	1000406489	1000408414	1000409948	1000412295	1000413645	1000415009
1000402469	100040474	100040656	1000408415	1000409949	1000412296	100041365	1000415024
1000402470	100040481	100040657	100040847	100040995	100041232	100041372	1000415071
1000402490	100040496	100040658	100040848	100041015	100041233	100041373	1000415072
100040258	1000404990	100040660	100040850	100041018	1000412332	100041377	1000415093
100040264	100040500	100040662	100040858	100041022	1000412352	100041379	100041519
100040282	100040501	100040663	100040865	100041033	100041236	100041381	100041531
1000402903	100040502	100040668	100040867	100041036	1000412375	100041384	100041534
100040293	100040510	1000406721	100040869	100041053	1000412381	100041385	1000415350
1000402945	100040516	1000406722	100040871	1000410552	1000412382	100041391	1000415451
1000402965	1000405169	1000406723	1000408731	1000410608	1000412409	100041392	1000415460
1000403092	1000405174	100040674	1000408813	1000410613	1000412411	1000413921	1000415465
100040318	1000405175	100040675	1000408816	1000410614	1000412413	1000413922	1000415477
100040320	1000405176	100040679	1000408819	1000410637	1000412434	100041397	1000415487
100040321	100040518	100040684	1000408857	1000410756	1000412436	1000413971	100041552
1000403219	100040533	100040689	1000408858	1000410776	100041246	100041398	100041555
100040323	100040537	1000406895	1000408897	100041078	1000412473	100041400	100041556
100040325	100040539	1000406897	100040897	1000410785	100041250	100041401	100041557
1000403271	100040540	100040691	1000408975	1000410797	100041259	100041404	1000415619
1000403328	100040542	1000406915	1000408989	1000410799	100041260	100041405	1000415621
1000403329	100040546	1000406945	1000408990	100041083	1000412614	100041407	1000415643
100040334	1000405463	100040699	1000408992	100041086	1000412615	100041408	100041565
1000403370	1000405464	100040711	1000409014	100041094	1000412660	100041410	100041574
1000403427	100040553	1000407124	1000409022	100041101	1000412661	1000414156	100041575
1000403448	100040564	1000407125	1000409028	1000411018	1000412673	100041417	1000415752
100040347	100040571	1000407138	1000409031	100041103	100041269	100041422	1000415760
1000403470	100040575	100040714	1000409032	100041104	100041276	1000414232	100041580
1000403569	100040576	1000407155	1000409061	100041105	100041280	1000414275	100041582
1000403570	100040581	1000407167	1000409097	1000411073	100041281	1000414402	1000415835
1000403588	1000405812	1000407168	1000409098	1000411077	1000412823	1000414403	100041585
1000403594	100040583	1000407169	1000409099	1000411117	1000412834	1000414404	1000415854
1000403661	100040585	100040717	1000409100	100041120	100041295	1000414405	1000415856
100040367	100040587	1000407194	1000409127	1000411238	100041297	1000414406	100041587
1000403689	1000405902	1000407195	1000409128	1000411293	100041300	1000414435	1000415887
100040370	100040592	100040720	100040921	1000411297	1000413012	1000414458	1000415889
1000403719	100040593	100040722	100040930	1000411298	1000413021	1000414473	1000415894
1000403720	100040595	100040731	1000409385	1000411299	1000413022	1000414485	100041592
100040376	100040597	100040741	100040942	100041140	1000413023	100041451	1000415930
100040379	100040599	100040742	100040944	100041144	1000413031	100041453	100041598
100040382	100040601	100040756	100040949	1000411474	100041304	1000414630	100041599
100040394	100040604	100040763	100040954	1000411482	100041305	1000414642	1000416003
100040400	100040610	100040769	100040956	1000411483	1000413169	100041467	1000416013
1000404055	100040612	100040775	100040957	100041150	1000413196	100041468	1000416014
1000404057	100040614	100040776	1000409574	100041153	1000413205	100041470	1000416015
1000404066	100040617	100040778	1000409581	1000411555	1000413214	100041475	1000416025
1000404071	100040618	1000407856	100040959	1000411591	1000413223	100041476	1000416030
1000404072	1000406247	1000407857	1000409593	100041160	1000413255	100041478	1000416031
1000404075	1000406249	100040786	100040960	100041170	1000413280	100041479	1000416032
100040418	100040625	100040787	100040961	100041172	1000413288	1000414819	100041611

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100041612	100041762	100042015	100042190	100042351	100042510	1000426120	1000427781
100041613	1000417678	100042018	100042192	1000423522	100042512	1000426145	1000427782
1000416157	1000417679	1000420222	100042196	100042354	100042527	1000426150	1000427816
1000416158	1000417681	1000420223	1000421969	100042355	1000425271	100042622	1000427817
100041616	1000417682	100042034	1000422032	100042359	100042528	1000426321	1000427828
1000416170	1000417684	100042038	1000422042	100042360	100042529	1000426322	1000427839
1000416171	100041771	1000420403	100042218	100042361	1000425290	1000426323	100042787
100041623	100041777	1000420405	1000422310	100042362	1000425296	100042634	100042788
100041626	100041780	1000420418	1000422311	1000423668	100042536	100042637	1000428132
1000416263	100041782	1000420421	1000422340	100042368	100042538	1000426373	1000428146
1000416264	1000417877	1000420427	100042235	100042370	100042540	1000426400	1000428201
1000416266	100041789	1000420430	100042242	100042371	100042541	100042657	1000428225
1000416276	100041793	100042046	1000422520	100042374	100042548	1000426707	1000428243
1000416292	1000417966	100042048	100042254	100042376	1000425512	1000426708	100042827
1000416293	1000417972	100042069	100042261	100042378	1000425513	1000426711	100042829
100041630	1000417973	100042070	100042264	100042380	1000425522	1000426718	1000428306
1000416327	1000417976	100042071	100042269	1000423821	100042554	1000426719	1000428307
1000416348	1000417990	100042073	100042270	1000423839	1000425542	1000426726	1000428314
100041635	100041804	100042075	1000422721	1000423846	1000425610	100042674	1000428315
1000416457	100041818	100042084	1000422733	100042397	1000425620	1000426746	1000428316
1000416470	100041821	100042086	1000422759	100042399	1000425621	1000426785	1000428318
1000416492	1000418226	100042087	1000422761	100042400	1000425645	100042696	100042832
1000416507	1000418242	100042088	1000422762	1000424007	100042568	1000426960	100042833
1000416509	100041825	100042093	1000422769	1000424033	100042572	1000426961	100042845
1000416521	1000418327	100042098	1000422770	1000424036	100042573	1000426966	100042848
1000416544	1000418451	100042099	1000422771	1000424111	1000425770	1000426967	1000428532
100041660	100041852	100042104	1000422777	1000424118	1000425771	1000426968	100042860
100041661	100041857	1000421130	100042278	100042412	100042580	1000426969	1000428604
100041663	100041877	1000421171	1000422783	1000424153	1000425801	1000426974	100042861
100041667	1000418799	1000421178	1000422788	1000424154	1000425805	1000426982	1000428623
1000416695	100041883	1000421209	1000422789	1000424156	1000425807	100042700	1000428624
1000416696	100041892	100042121	1000422790	100042418	1000425816	100042701	1000428637
100041674	100041903	1000421210	1000422797	1000424193	1000425817	100042704	1000428640
100041679	100041905	100042126	1000422798	1000424194	1000425818	1000427185	1000428641
100041685	100041921	100042130	1000422799	1000424195	100042582	1000427188	100042865
100041686	100041928	100042136	100042282	100042423	100042583	100042720	100042868
100041697	100041929	100042138	100042292	1000424257	1000425837	100042729	100042869
1000417015	100041941	1000421421	100042295	1000424275	1000425838	100042732	100042870
1000417017	100041942	100042143	100042296	1000424283	1000425839	100042734	100042874
1000417018	100041943	1000421453	1000423037	1000424296	100042585	100042737	100042880
100041714	100041952	1000421459	1000423049	100042437	1000425958	100042744	100042882
100041715	100041954	1000421461	1000423159	100042441	1000425959	1000427453	100042883
100041716	100041955	1000421463	1000423171	100042442	100042596	1000427454	1000428846
100041717	100041962	100042147	100042318	100042443	1000425960	1000427458	100042886
100041718	100041963	1000421473	1000423198	100042445	1000425974	1000427459	100042887
1000417193	100041964	1000421476	100042327	1000424465	100042601	1000427461	100042891
1000417199	100041965	1000421477	100042341	100042449	1000426055	1000427467	100042917
100041721	100041967	100042148	1000423418	1000424497	1000426056	100042747	1000429254
100041724	100041975	1000421487	1000423419	100042461	1000426061	1000427479	1000429255
100041725	100041978	1000421488	100042342	1000424700	1000426062	1000427481	100042926
1000417266	100041979	100042149	100042343	1000424853	1000426063	100042749	1000429271
1000417267	1000419810	1000421498	100042344	1000424857	100042607	1000427490	100042928
1000417269	1000419827	100042153	1000423455	1000424888	1000426088	1000427491	1000429292
1000417306	100041984	100042154	100042347	1000424890	1000426098	1000427492	1000429294
100041731	100041989	100042155	1000423473	100042491	1000426099	1000427493	1000429295
100041733	1000419899	100042156	1000423476	1000425039	100042610	1000427498	1000429296
1000417332	100041991	100042158	1000423477	100042507	100042611	100042753	100042930
1000417333	1000420034	1000421616	1000423478	1000425074	1000426112	100042757	1000429307
1000417334	100042004	1000421617	1000423479	1000425077	1000426113	100042768	100042936
100041734	100042005	1000421618	1000423487	1000425082	1000426118	1000427698	100042938
1000417347	100042006	100042163	100042349	1000425083	1000426119	100042777	100042940
100041746	1000420062	100042184	1000423492	1000425093	100042612	1000427775	100042943

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100042945	1000431342	1000432781	100043456	100043608	100043777	1000439113	100044072
1000429523	100043148	100043280	100043457	100043611	1000437866	100043912	1000440764
1000429525	1000431659	100043283	100043459	100043613	1000437869	1000439125	1000440765
100042953	1000431683	100043286	100043467	100043614	1000437891	1000439126	1000440801
1000429534	1000431691	100043292	100043471	100043618	100043790	1000439138	1000440809
100042956	1000431692	100043293	100043485	100043620	100043791	100043914	1000440812
100042960	1000431693	100043294	100043498	100043629	100043795	100043923	100044084
100042963	1000431727	1000433101	100043505	100043633	100043799	100043925	100044090
100042985	1000431740	1000433105	100043507	100043645	100043800	1000439286	1000440932
100042989	1000431746	100043311	100043509	100043648	1000438039	1000439296	1000440934
100042994	1000431747	1000433127	100043510	100043650	1000438047	1000439297	100044094
100042998	1000431748	1000433130	1000435103	100043656	1000438102	100043930	100044095
100043009	1000431749	1000433133	1000435115	100043658	1000438119	100043932	1000440973
1000430215	100043175	1000433138	1000435120	100043659	1000438120	100043939	100044101
1000430237	1000431767	1000433149	1000435132	100043670	1000438123	1000439417	100044123
1000430238	1000431778	100043315	1000435136	1000436711	1000438128	1000439418	100044128
1000430256	1000431779	100043316	1000435139	1000436712	100043813	1000439442	1000441333
1000430282	100043178	100043333	1000435204	1000436718	1000438143	100043954	1000441347
1000430293	1000431799	100043335	100043522	1000436727	100043817	100043956	1000441453
1000430297	100043180	100043336	1000435229	1000436728	100043821	100043959	1000441455
100043033	100043181	100043337	1000435235	1000436743	1000438266	100043962	1000441458
100043035	1000431828	100043343	1000435236	100043680	1000438288	100043963	100044146
1000430378	1000431829	100043344	100043524	1000436802	1000438289	100043975	1000441468
100043038	1000431837	100043350	1000435250	1000436815	100043830	100043978	100044147
1000430395	100043188	100043351	100043527	1000436820	100043831	100043990	1000441472
100043041	100043201	100043361	1000435301	1000436861	100043832	100043996	100044148
100043046	100043205	100043366	1000435303	1000436869	100043834	100043997	100044149
100043053	1000432054	100043370	1000435314	100043687	100043837	100043998	100044150
100043059	1000432055	1000433709	1000435327	1000436870	1000438397	100044001	100044151
100043062	1000432063	1000433741	1000435336	1000436874	100043845	100044002	100044152
100043063	1000432064	1000433742	1000435344	1000436876	100043848	100044009	100044154
100043065	1000432066	1000433749	1000435345	1000436885	1000438480	100044011	100044157
1000430652	1000432078	100043378	100043535	100043699	1000438481	100044012	100044158
1000430657	100043209	100043379	100043542	100043700	1000438482	100044016	100044165
1000430662	1000432100	100043380	100043543	100043701	1000438492	100044018	100044166
1000430666	100043217	100043381	100043547	100043702	1000438493	100044023	100044169
1000430669	100043220	1000433812	100043549	100043703	1000438494	100044028	100044170
1000430671	100043231	100043382	100043551	100043709	1000438495	100044032	100044172
1000430686	100043237	1000433832	100043552	100043710	100043851	1000440369	100044176
1000430689	100043243	1000433839	1000435651	100043714	100043852	100044041	100044179
1000430695	100043245	1000433850	1000435667	100043715	100043855	1000440434	100044182
1000430698	1000432452	1000433901	1000435670	1000437285	100043864	1000440457	100044183
1000430699	100043246	1000433902	1000435674	100043736	100043865	100044046	100044184
100043076	1000432466	1000433903	1000435675	100043737	1000438661	1000440461	100044188
100043077	1000432468	100043393	100043568	100043741	100043868	1000440476	100044192
100043079	1000432500	100043394	1000435680	100043742	1000438693	1000440486	100044193
100043083	100043259	1000433940	100043572	100043744	1000438694	1000440491	100044196
100043085	100043263	1000433945	100043573	100043750	1000438696	1000440495	100044199
100043091	100043266	1000433952	100043576	1000437506	100043878	1000440497	100044201
1000431004	100043267	1000433961	100043581	1000437515	100043881	1000440600	100044203
100043102	1000432701	1000433985	100043582	100043753	1000438857	1000440607	100044204
1000431040	1000432706	100043403	100043583	100043755	100043886	1000440609	100044205
1000431042	1000432713	100043406	1000435851	1000437553	1000438862	100044061	100044206
1000431043	1000432724	100043407	100043588	1000437554	1000438874	1000440617	100044207
1000431046	1000432738	100043413	1000435884	1000437555	1000438882	100044063	100044208
1000431063	1000432741	100043423	1000435895	1000437558	100043895	100044065	100044210
1000431078	1000432743	100043424	100043592	1000437599	1000438961	1000440676	1000442105
100043112	1000432744	100043426	100043594	100043764	1000438984	1000440679	1000442106
100043113	100043275	100043427	100043598	100043768	1000439066	1000440680	100044212
100043117	1000432775	100043440	100043604	100043772	1000439070	1000440689	100044214
100043121	1000432778	100043451	100043605	1000437741	1000439081	100044069	100044218
1000431302	1000432779	100043455	100043607	1000437742	100043910	1000440690	1000442187

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1000442188	100044386	100044555	1000446931	100044877	100045051	100045199	100045332
100044220	100044390	1000445572	1000446937	100044878	100045052	100045200	100045336
100044222	100044391	1000445573	1000446947	100044879	100045054	100045202	100045337
100044224	100044397	1000445574	100044701	1000448817	100045056	100045211	100045348
100044226	100044402	1000445584	100044702	100044882	1000450572	100045214	100045352
100044229	1000444041	100044561	100044705	1000448820	1000450589	100045215	100045358
100044234	1000444042	100044565	100044710	1000448826	100045059	100045219	100045360
100044237	1000444043	1000445655	100044711	1000448838	1000450602	100045223	100045361
100044239	100044406	1000445663	100044721	1000448839	1000450603	100045224	100045364
1000442502	100044407	1000445674	100044725	100044884	1000450606	100045226	100045367
100044252	100044409	1000445677	100044728	1000448847	1000450607	1000452302	100045371
100044253	100044411	1000445696	1000447324	1000448908	1000450608	1000452303	100045372
1000442538	100044413	1000445697	1000447333	100044891	1000450609	1000452308	100045380
100044260	1000444157	1000445698	1000447334	1000448916	1000450619	1000452320	100045390
1000442608	1000444158	1000445705	1000447336	1000448917	1000450630	1000452321	100045394
1000442609	1000444159	100044572	1000447350	100044892	1000450638	1000452323	1000454005
1000442622	1000444160	100044575	100044747	100044893	1000450639	1000452324	100045401
1000442624	1000444172	100044584	100044749	100044895	1000450656	1000452336	1000454018
1000442627	100044439	100044594	100044752	100044898	1000450660	1000452339	1000454026
100044267	1000444456	1000446053	100044757	100044910	1000450661	1000452340	1000454030
1000442752	1000444467	100044607	1000447678	100044914	1000450662	1000452351	1000454037
1000442754	100044468	1000446081	1000447682	100044925	1000450669	1000452362	1000454038
1000442765	100044479	1000446084	1000447685	1000449259	1000450674	1000452366	100045406
1000442766	1000444800	1000446087	100044769	100044926	1000450678	1000452391	1000454060
1000442770	1000444803	100044609	100044775	1000449282	1000450695	1000452392	1000454066
1000442775	100044481	100044610	100044776	1000449283	1000450696	1000452405	100045407
1000442778	1000444812	100044615	100044778	1000449288	100045075	1000452407	100045408
1000442781	1000444822	1000446154	100044780	100044930	100045076	1000452415	1000454109
100044291	100044483	1000446158	100044781	100044935	100045078	1000452419	1000454110
100044292	1000444841	1000446181	100044782	100044936	100045082	100045242	1000454116
100044293	1000444844	1000446195	100044783	100044937	100045084	1000452421	1000454133
100044295	100044486	100044620	100044788	100044942	100045093	1000452428	1000454135
1000442984	1000444928	100044621	100044790	100044944	100045098	1000452429	1000454137
1000442998	1000444929	100044622	100044794	100044948	100045103	1000452437	1000454138
100044301	1000444930	100044630	100044805	100044949	100045109	100045244	1000454151
100044303	1000444963	100044631	100044813	100044952	100045112	1000452446	1000454173
100044305	1000444966	100044632	100044814	100044953	100045114	1000452471	1000454183
100044307	100044498	100044637	100044816	100044966	100045117	1000452472	1000454185
100044331	100044503	100044641	100044817	100044974	100045118	1000452477	1000454189
100044336	1000445059	100044646	100044825	100044975	100045119	1000452484	100045420
100044339	1000445060	100044647	100044826	100044986	100045120	100045254	1000454223
100044347	100044507	100044648	100044827	100044988	100045122	100045255	1000454224
100044349	100044511	100044650	100044829	100044989	100045123	100045256	1000454230
1000443515	100044513	1000446528	100044834	100044995	100045125	100045272	1000454247
1000443517	1000445158	1000446533	100044837	100045000	100045126	100045275	100045433
1000443522	100044516	1000446537	100044839	100045022	100045136	100045277	100045436
100044356	1000445160	100044654	100044841	1000450251	100045137	100045280	100045442
1000443587	1000445166	100044663	100044844	1000450257	100045148	100045288	100045448
1000443597	1000445170	100044664	100044846	1000450270	100045154	100045289	100045453
1000443607	1000445178	100044676	100044847	1000450271	100045155	100045290	100045455
1000443697	1000445188	1000446800	1000448509	1000450274	100045158	100045291	100045461
1000443707	1000445189	1000446801	100044853	1000450275	100045161	100045296	1000454626
1000443710	1000445198	1000446805	1000448536	1000450276	100045162	100045299	1000454629
100044372	1000445202	1000446823	1000448545	100045030	100045165	100045303	100045463
100044374	1000445233	100044685	1000448546	1000450304	100045172	100045305	1000454641
100044375	1000445234	1000446890	1000448571	1000450321	100045175	100045309	1000454648
100044376	1000445235	1000446908	1000448576	100045033	100045176	100045310	1000454658
100044377	1000445236	1000446909	1000448577	100045037	100045178	100045317	1000454684
100044380	100044525	100044691	1000448582	100045039	100045194	100045319	1000454692
100044382	100044526	1000446924	1000448618	100045042	100045195	100045325	1000454693
100044384	100044529	1000446928	100044865	100045043	100045196	100045329	100045470
100044385	100044541	1000446929	100044869	100045050	100045198	100045331	1000454706

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000454707	100045597	100045754	1000459594	1000460862	100046146	100046279	100046542
1000454718	1000455976	100045758	1000459595	1000460863	1000461482	1000462814	100046544
100045472	100045598	100045766	1000459598	1000460864	1000461483	1000462815	1000465442
1000454720	1000455990	100045768	1000459654	1000460865	1000461492	1000462833	1000465459
1000454724	1000455995	100045777	1000459678	1000460872	1000461499	1000462834	1000465460
1000454737	1000455997	100045779	100045968	1000460897	100046151	1000462841	1000465466
1000454742	100045600	100045790	100045969	1000460900	1000461517	100046286	1000465472
1000454746	100045601	100045791	100045972	1000460964	100046152	100046287	100046549
1000454751	100045604	100045798	1000459737	1000460967	1000461520	100046288	1000465540
100045477	100045606	1000458050	1000459739	1000460968	1000461528	100046289	1000465589
100045483	100045612	100045807	100045974	1000460969	1000461529	1000462930	100046559
1000454885	100045621	1000458070	100045975	1000460970	100046153	1000462954	100046560
100045494	100045623	1000458074	100045977	1000460971	1000461533	1000462979	1000465657
100045495	100045624	1000458075	100045980	1000460972	1000461535	1000462982	100046571
1000454952	100045629	100045816	100045983	100046098	1000461536	100046299	1000465751
1000454955	100045637	100045817	1000459849	1000460983	1000461547	1000462990	100046577
1000454956	1000456378	100045818	1000459872	1000461006	1000461554	100046302	100046578
1000454957	100045638	100045821	100045991	1000461007	1000461601	100046308	1000465805
1000454960	1000456396	1000458230	1000459921	1000461010	100046162	100046311	1000465852
1000454963	100045645	1000458238	1000459923	100046102	100046164	100046312	1000465855
1000454964	1000456450	1000458239	1000459924	1000461021	100046169	100046313	1000465870
1000454965	1000456457	1000458240	100045993	1000461022	1000461696	100046314	100046589
1000454967	1000456458	1000458241	1000460020	1000461026	1000461700	100046317	100046594
1000454976	100045646	1000458242	100046005	100046108	1000461702	100046318	100046613
1000454978	100045647	1000458244	100046009	1000461103	1000461707	100046324	100046615
1000454995	1000456472	100045826	100046010	1000461106	1000461714	100046333	100046617
100045500	100045649	100045829	1000460104	1000461108	1000461723	100046339	100046621
100045502	1000456499	100045830	1000460105	1000461114	1000461724	100046347	100046623
100045509	100045650	100045831	1000460106	1000461135	1000461730	100046355	100046624
1000455097	1000456500	100045834	100046011	1000461139	1000461731	100046358	100046625
100045518	100045654	100045869	1000460129	1000461144	1000461732	100046365	100046629
100045524	100045656	100045870	100046013	1000461145	1000461738	100046376	100046631
100045551	100045657	100045871	1000460133	100046115	1000461741	100046385	100046634
100045556	100045660	100045872	1000460140	100046118	100046178	100046389	100046649
100045558	1000456754	100045879	100046015	1000461208	100046189	100046394	100046655
100045562	1000456756	100045890	1000460212	100046123	100046190	100046399	1000466595
100045563	1000456757	100045893	1000460218	100046126	100046193	100046404	100046665
100045564	1000456766	100045898	1000460219	1000461262	100046201	100046411	100046667
100045567	1000456768	100045900	1000460220	1000461263	100046203	100046423	100046672
1000455768	1000456772	100045903	1000460222	1000461300	100046214	100046424	1000466912
1000455778	100045683	100045906	1000460229	1000461302	100046217	100046428	1000466917
100045578	100045684	100045910	100046023	1000461318	100046221	100046440	100046695
1000455780	1000456856	100045912	1000460233	1000461319	100046224	100046445	100046703
100045579	1000456857	100045925	1000460237	100046132	1000462272	100046453	100046710
1000455800	1000456861	100045926	1000460238	1000461320	1000462273	100046458	100046711
1000455801	1000456863	1000459302	100046024	1000461321	1000462279	100046460	100046712
100045581	1000456864	1000459313	100046026	1000461323	1000462283	100046461	100046713
1000455813	100045690	1000459318	100046035	1000461325	1000462295	100046463	1000467136
1000455814	1000456972	1000459336	100046042	1000461326	1000462296	100046476	100046720
1000455839	1000456974	1000459342	100046045	100046133	100046232	100046492	100046722
1000455844	1000456985	1000459347	100046047	1000461340	1000462328	100046493	100046724
1000455851	1000456987	100045945	100046054	1000461341	1000462330	100046494	1000467251
1000455856	1000456990	100045948	100046060	1000461343	1000462334	100046495	100046726
1000455863	1000456992	100045949	100046067	1000461344	1000462335	100046497	1000467275
1000455872	1000456994	1000459505	100046068	100046136	1000462337	100046499	100046737
100045588	1000456995	1000459507	100046076	1000461377	1000462338	100046503	100046747
100045592	1000456997	100045951	100046082	1000461378	1000462339	100046512	100046750
100045594	1000457000	1000459511	1000460852	1000461379	100046246	100046516	100046754
100045595	100045703	100045955	1000460854	1000461385	100046253	100046527	100046758
1000455952	100045722	1000459579	1000460856	1000461390	100046256	100046531	100046766
1000455956	100045727	1000459581	1000460858	100046144	100046265	100046532	100046769
1000455968	100045735	100045959	1000460860	100046145	100046270	100046533	100046772

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100046778	100046915	100047049	1000473001	100047433	1000475623	1000477518	1000478966
100046786	100046916	100047051	1000473043	100047437	1000475637	1000477519	1000478973
100046787	1000469163	100047062	1000473061	100047438	100047564	1000477533	1000478974
100046801	1000469182	100047063	1000473066	100047439	100047565	100047757	1000478976
100046807	1000469206	100047064	1000473068	100047443	1000475652	100047759	1000478980
1000468138	100046921	100047068	1000473081	100047444	1000475653	100047760	1000479012
100046815	1000469217	100047070	1000473091	100047445	100047566	1000477600	1000479013
100046816	100046923	100047074	1000473092	1000474500	1000475663	1000477606	1000479015
1000468181	100046924	100047081	100047310	1000474520	1000475676	1000477608	1000479021
1000468190	1000469246	100047082	1000473103	1000474521	1000475678	1000477609	1000479043
100046823	100046925	100047093	1000473105	100047453	100047568	100047761	1000479049
100046824	100046931	100047094	1000473115	1000474539	1000475684	1000477610	1000479050
100046825	100046936	100047099	1000473116	1000474540	1000475685	1000477611	1000479053
100046826	100046938	100047103	1000473138	1000474547	1000475686	1000477620	1000479062
100046827	100046939	1000471037	1000473144	1000474556	1000475692	1000477624	1000479063
100046835	100046943	100047105	100047315	1000474558	1000475697	1000477625	1000479064
100046839	100046945	1000471051	1000473153	100047457	1000475698	1000477627	1000479074
100046840	1000469507	1000471052	1000473159	1000474588	1000475700	1000477649	1000479075
100046842	1000469508	1000471097	1000473184	1000474604	1000475707	1000477655	1000479083
100046843	1000469516	1000471108	1000473194	1000474614	100047571	1000477657	1000479094
100046849	1000469517	1000471109	1000473206	100047463	100047573	1000477658	1000479095
100046853	100046955	1000471110	1000473214	100047464	1000475741	1000477659	1000479096
100046854	1000469598	1000471112	1000473219	1000474664	100047575	1000477666	1000479097
100046855	1000469618	1000471113	100047322	1000474677	100047576	1000477682	100047920
100046859	1000469620	1000471152	1000473222	1000474680	100047577	1000477683	1000479200
100046861	100046964	1000471153	1000473223	1000474687	100047588	1000477716	1000479206
100046862	100046966	1000471159	1000473250	1000474702	100047589	1000477717	100047921
100046868	1000469663	1000471177	1000473251	1000474703	100047592	1000477733	1000479226
1000468699	1000469664	1000471234	1000473252	100047471	100047594	1000477735	1000479243
1000468704	1000469673	100047127	1000473254	1000474718	100047609	1000477736	1000479245
100046871	1000469679	100047129	100047326	1000474719	100047621	1000477739	100047926
1000468712	1000469697	100047141	1000473261	1000474732	100047657	100047787	1000479323
1000468713	1000469701	100047144	1000473299	1000474733	100047658	100047794	1000479329
1000468726	1000469703	100047147	1000473337	100047494	100047667	100047798	1000479334
100046873	100046971	100047150	1000473339	100047498	100047672	100047802	1000479345
100046875	100046972	100047153	100047337	100047519	100047680	100047805	100047937
100046879	1000469731	100047155	1000473375	100047523	1000476806	100047806	1000479372
100046881	1000469742	100047157	1000473404	100047524	100047686	100047807	100047939
100046883	1000469743	100047162	1000473408	100047532	100047688	100047808	1000479399
100046890	1000469760	100047166	1000473409	100047533	100047691	100047815	1000479400
100046892	1000469761	100047168	1000473410	100047534	1000476919	100047837	1000479446
1000468980	1000469776	100047180	1000473416	100047535	1000476928	100047838	1000479494
100046900	1000469780	100047183	100047345	100047540	1000476962	100047849	1000479499
1000469007	100046979	100047187	1000473452	100047545	1000476973	100047854	100047952
1000469015	1000469811	100047193	1000473453	100047550	1000476976	100047859	100047954
100046902	100046982	100047200	1000473467	1000475504	1000476978	100047862	100047955
1000469024	1000469822	100047216	100047353	100047551	1000476979	100047863	1000479573
100046903	1000469833	100047230	100047356	1000475511	1000476996	100047865	1000479594
1000469059	1000469842	100047237	100047364	1000475518	100047700	100047875	1000479597
100046906	100046985	100047238	100047367	100047555	100047701	1000478810	1000479611
1000469060	1000469908	100047243	100047368	1000475550	100047715	100047884	1000479612
1000469065	100046993	100047254	100047381	1000475554	100047720	1000478841	1000479632
1000469066	100046994	100047255	100047383	100047556	100047729	1000478912	1000479635
1000469068	1000469948	100047257	100047385	1000475561	100047730	1000478921	100047968
1000469072	1000469962	100047258	1000474016	1000475566	100047747	1000478922	100047969
1000469082	1000469968	100047259	100047403	1000475567	100047749	1000478926	100047983
1000469083	100047004	100047262	1000474042	100047557	100047750	1000478931	100047989
1000469106	100047005	100047266	100047413	1000475587	1000477503	1000478932	100047991
1000469107	100047010	100047273	100047418	100047559	1000477508	100047895	100047995
1000469119	100047017	100047276	100047426	1000475606	1000477509	1000478958	100047999
1000469147	100047038	100047277	100047429	1000475618	1000477514	100047896	100048000
1000469148	100047042	100047293	100047432	100047562	1000477517	1000478965	100048001

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100048003	100048149	100048324	1000484580	100048541	1000486987	1000488313	1000489266
100048006	100048151	100048327	1000484581	100048545	100048717	1000488331	1000489267
100048007	100048156	100048329	1000484582	100048547	100048720	1000488343	100048928
100048011	100048161	100048333	1000484597	100048550	100048727	1000488344	1000489280
100048012	100048170	100048344	1000484602	100048555	100048729	1000488349	1000489281
100048013	100048175	100048352	1000484603	100048556	100048730	1000488350	100048929
100048014	100048177	100048354	1000484618	100048560	100048731	1000488354	100048934
100048015	100048178	100048355	1000484625	100048561	100048733	1000488355	1000489345
100048030	100048179	100048356	1000484635	100048565	100048734	100048836	1000489346
100048031	100048184	100048357	1000484638	100048566	100048735	1000488366	1000489347
100048048	100048189	100048358	1000484649	100048570	100048736	1000488399	1000489366
100048049	100048190	100048360	100048465	100048575	100048741	100048840	1000489399
100048052	100048191	100048361	1000484672	100048588	100048755	100048842	1000489400
100048053	100048192	100048363	1000484673	100048594	100048758	100048843	1000489415
100048054	100048193	100048368	1000484684	1000486047	100048760	100048844	1000489425
100048057	100048200	100048371	1000484685	1000486056	100048761	100048845	1000489430
100048059	1000482018	100048375	100048469	1000486057	100048764	1000488459	1000489439
100048061	1000482027	1000483764	1000484695	1000486062	1000487651	100048846	100048945
100048062	100048204	100048378	100048470	1000486069	1000487658	1000488513	1000489450
100048063	100048206	1000483783	1000484702	1000486077	1000487659	1000488542	1000489456
100048066	1000482067	100048379	100048471	1000486090	100048766	100048859	1000489457
100048083	1000482102	1000483794	1000484717	100048610	1000487664	100048861	100048948
100048089	1000482103	1000483808	1000484722	100048611	1000487667	100048869	100048949
100048090	100048211	100048382	1000484723	1000486121	1000487668	100048871	1000489504
100048095	1000482127	1000483834	1000484743	100048613	1000487678	100048872	1000489508
1000481010	1000482136	1000483835	1000484748	1000486130	1000487681	100048873	100048952
1000481031	100048214	100048384	1000484749	100048614	1000487683	100048875	1000489524
1000481032	1000482147	1000483842	100048478	100048615	1000487685	100048878	1000489537
1000481033	1000482152	1000483850	100048493	1000486161	1000487686	100048881	1000489541
1000481037	1000482153	1000483859	100048495	1000486233	1000487687	100048884	1000489554
1000481073	100048216	1000483860	100048498	1000486240	1000487691	100048887	1000489555
1000481096	1000482194	1000483861	1000485000	1000486241	1000487699	100048889	100048956
100048110	100048221	1000483862	1000485001	1000486243	1000487724	100048891	100048958
1000481113	100048234	1000483863	100048502	1000486244	1000487749	1000489007	1000489605
1000481119	100048241	1000483864	1000485021	100048628	100048779	1000489009	1000489622
1000481112	100048243	1000483865	100048503	100048633	100048782	1000489013	1000489623
1000481120	100048244	100048391	100048505	100048635	100048785	1000489014	1000489624
1000481121	100048245	1000483922	100048506	100048641	100048787	100048902	1000489625
1000481123	100048247	1000483933	1000485063	100048642	100048790	100048903	1000489626
1000481128	100048248	100048394	100048507	100048644	100048796	100048907	1000489649
1000481129	100048249	1000483946	1000485073	100048645	100048798	1000489111	100048965
100048113	100048264	1000483947	100048510	100048655	100048799	1000489113	1000489653
1000481130	100048272	100048397	1000485118	100048656	100048805	1000489130	100048966
1000481131	100048274	100048413	1000485138	100048658	100048807	1000489154	100048968
1000481132	100048275	100048416	1000485140	100048660	1000488071	1000489159	100048970
100048114	100048280	100048421	1000485141	100048661	100048808	1000489165	100048971
1000481148	100048290	100048429	1000485158	100048667	1000488082	1000489177	100048981
1000481149	100048291	100048434	100048517	100048669	1000488083	1000489181	1000489822
1000481152	100048292	100048437	1000485170	100048673	1000488086	1000489182	1000489823
1000481158	100048298	100048439	100048519	1000486764	1000488087	1000489186	1000489824
1000481159	100048300	100048440	1000485193	1000486768	1000488088	1000489192	1000489848
1000481171	100048302	1000484503	100048521	100048679	100048809	1000489193	100048985
1000481189	100048303	1000484515	1000485217	1000486790	1000488125	1000489223	1000489854
1000481191	100048304	1000484521	1000485218	1000486792	1000488129	1000489235	1000489867
1000481192	100048305	100048453	1000485219	100048681	100048814	100048924	100048987
1000481211	100048306	100048454	100048522	1000486843	1000488143	100048925	1000489897
1000481246	100048308	100048455	1000485220	1000486871	1000488144	1000489255	100048991
100048125	100048310	1000484559	1000485247	1000486888	1000488145	1000489256	1000489913
100048136	100048317	100048456	100048529	1000486899	100048817	1000489257	100048992
100048138	100048318	100048457	100048535	1000486901	100048818	1000489258	1000489920
100048144	100048321	1000484578	100048536	1000486902	100048819	1000489259	1000489922
100048145	100048323	1000484579	100048540	1000486909	100048830	1000489260	1000489956

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000489983	100049053	1000491329	1000491892	1000492304	1000492657	100049349	1000494429
1000489989	1000490538	1000491333	1000491906	1000492305	1000492658	100049350	1000494444
1000489996	100049057	100049138	1000491907	1000492314	1000492661	100049352	1000494448
1000489997	1000490645	100049139	1000491917	1000492315	1000492662	100049365	1000494449
1000490043	100049065	1000491425	1000491924	1000492331	100049268	100049367	1000494462
1000490047	1000490682	1000491426	100049193	1000492334	100049269	100049369	1000494470
1000490052	1000490688	1000491427	1000491941	1000492340	1000492699	100049371	1000494480
1000490056	1000490690	100049144	1000491951	1000492341	1000492702	100049384	1000494493
100049009	1000490694	1000491444	1000491952	1000492342	1000492703	100049387	1000494494
100049015	1000490699	1000491460	1000491956	1000492343	100049271	100049389	1000494495
1000490162	1000490714	1000491485	1000491957	1000492344	1000492712	100049395	1000494496
1000490163	1000490717	1000491489	100049196	1000492345	1000492713	100049396	1000494497
100049017	1000490737	1000491493	1000491960	1000492352	1000492716	100049399	1000494498
1000490170	1000490742	1000491494	1000491990	1000492353	100049272	100049406	1000494499
1000490178	1000490771	1000491501	1000492003	1000492354	1000492735	100049410	1000494517
1000490188	1000490772	1000491502	1000492006	1000492358	100049274	100049411	1000494518
1000490189	1000490773	1000491503	1000492008	1000492360	1000492744	100049415	1000494527
1000490191	100049087	1000491526	1000492009	1000492380	1000492752	100049418	100049453
100049020	1000490874	1000491534	100049201	1000492388	1000492768	1000494204	1000494533
1000490202	1000490877	1000491544	1000492020	100049239	100049278	1000494207	1000494535
1000490221	1000490887	1000491547	1000492028	1000492392	1000492780	1000494209	100049454
1000490230	1000490911	100049156	1000492032	1000492406	1000492781	1000494237	1000494541
1000490231	1000490913	1000491563	100049204	100049241	100049279	1000494238	100049455
1000490232	1000490919	1000491565	1000492042	1000492414	1000492796	1000494239	1000494554
1000490238	1000490920	1000491567	100049206	1000492416	1000492797	1000494241	1000494561
1000490239	100049093	1000491569	1000492062	100049243	1000492809	1000494242	1000494571
1000490254	1000490942	100049157	1000492068	1000492430	1000492814	1000494243	1000494573
1000490256	1000490943	1000491572	100049207	1000492462	1000492821	1000494245	100049458
1000490277	1000490946	1000491574	100049210	1000492467	1000492825	1000494247	1000494581
1000490278	100049095	1000491576	1000492100	1000492494	1000492858	1000494248	1000494587
1000490279	1000490950	1000491587	1000492114	1000492499	100049289	1000494249	100049459
1000490298	1000490953	1000491594	1000492123	1000492501	100049291	1000494250	1000494594
1000490310	100049096	1000491595	1000492129	1000492510	1000492911	1000494251	1000494597
100049032	100049097	1000491596	1000492130	1000492512	1000492915	1000494256	100049460
1000490324	1000490972	100049160	1000492136	1000492513	1000492930	1000494257	1000494602
1000490325	1000490973	1000491600	1000492141	1000492517	100049294	1000494259	1000494612
1000490326	1000490990	1000491601	1000492144	100049252	1000492944	100049426	1000494633
100049033	100049103	1000491679	100049216	1000492536	1000492945	1000494267	100049464
100049034	1000491091	1000491683	1000492166	1000492537	1000492946	1000494283	1000494644
100049035	1000491109	1000491687	1000492184	1000492539	1000492947	1000494293	1000494646
1000490351	1000491125	1000491689	1000492190	100049254	1000492948	1000494297	1000494648
1000490362	1000491155	1000491692	1000492191	1000492540	100049295	100049430	1000494652
100049037	1000491156	1000491694	1000492192	1000492541	100049296	1000494306	1000494653
1000490373	1000491168	1000491699	1000492195	1000492542	100049297	100049431	1000494659
1000490391	1000491169	1000491712	1000492200	1000492544	100049298	100049432	1000494676
1000490392	1000491170	1000491713	1000492202	1000492558	1000492995	1000494320	1000494677
1000490398	1000491175	1000491719	1000492208	1000492559	100049302	100049433	1000494678
100049042	1000491179	1000491728	1000492230	1000492569	100049306	1000494333	1000494679
1000490424	100049119	1000491755	1000492234	1000492578	100049307	1000494334	1000494694
1000490425	100049120	100049176	100049224	1000492589	100049308	1000494335	1000494697
1000490427	1000491228	100049177	1000492243	1000492591	100049309	1000494345	1000494699
1000490428	1000491229	1000491776	1000492246	1000492592	100049310	1000494357	100049471
100049043	100049123	1000491777	100049225	1000492593	100049312	1000494391	1000494714
1000490433	1000491236	1000491785	1000492250	1000492600	100049315	1000494397	1000494715
1000490434	1000491238	1000491791	1000492254	1000492602	100049316	100049440	1000494738
1000490435	1000491242	1000491815	1000492259	1000492610	100049323	1000494404	100049474
1000490447	1000491278	1000491819	100049227	1000492613	100049326	100049441	1000494743
1000490456	1000491281	1000491834	1000492290	1000492622	100049327	1000494414	1000494747
1000490457	1000491282	1000491839	1000492291	1000492627	100049328	1000494419	100049476
100049046	100049129	1000491876	1000492292	100049263	100049330	1000494420	1000494767
1000490470	1000491308	1000491886	1000492293	1000492647	100049334	1000494424	1000494768
100049051	1000491328	100049189	100049230	1000492649	100049340	1000494428	1000494769

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

1000494771	100049510	1000495551	100049598	100049648	1000496849	1000497304	100049787
1000494781	1000495103	1000495553	1000495985	1000496495	1000496850	1000497310	100049789
1000494789	1000495106	1000495554	1000496022	1000496496	1000496854	1000497311	100049792
1000494791	1000495107	1000495578	1000496030	1000496499	1000496855	1000497315	100049796
1000494792	1000495121	1000495580	1000496044	1000496500	1000496858	1000497316	100049806
1000494797	1000495125	1000495581	1000496045	1000496512	100049696	1000497324	100049816
1000494798	1000495127	100049559	100049607	1000496514	1000496963	100049733	100049822
1000494803	1000495141	1000495591	1000496080	1000496522	1000496965	1000497339	100049826
1000494811	100049515	1000495600	1000496081	1000496523	1000496967	1000497347	100049827
1000494812	1000495162	1000495601	1000496086	1000496571	100049697	1000497350	100049829
1000494818	1000495164	1000495613	1000496087	1000496572	1000496971	1000497351	100049830
1000494821	100049517	1000495616	1000496094	1000496573	1000496975	1000497353	100049838
1000494823	1000495189	1000495629	1000496099	1000496579	100049698	1000497371	100049847
1000494824	1000495192	100049563	1000496100	1000496580	1000496987	1000497374	100049851
1000494825	1000495197	1000495638	1000496103	1000496589	100049699	1000497399	100049852
1000494829	1000495217	1000495641	1000496104	1000496591	1000496992	1000497412	100049853
100049483	1000495222	1000495644	1000496116	1000496599	1000496998	1000497415	100049854
1000494843	100049523	1000495645	100049612	1000496615	1000496999	1000497419	100049855
1000494848	1000495256	1000495646	1000496123	1000496616	1000497000	1000497423	100049856
1000494849	1000495261	1000495647	1000496127	1000496617	1000497001	1000497430	100049857
100049486	1000495264	1000495658	1000496128	1000496618	1000497002	1000497441	100049858
1000494868	1000495268	1000495659	1000496145	1000496619	1000497003	1000497448	100049859
1000494875	1000495274	1000495673	1000496169	1000496624	1000497004	1000497449	100049864
1000494879	100049528	1000495674	100049618	1000496626	1000497005	1000497451	100049865
1000494880	1000495284	1000495680	100049619	1000496629	1000497006	1000497452	100049866
1000494890	1000495285	100049569	1000496201	1000496630	1000497007	1000497466	100049867
1000494891	1000495291	1000495690	1000496229	100049665	1000497008	1000497467	100049869
1000494892	1000495293	1000495691	1000496230	100049669	1000497009	1000497468	100049878
1000494901	1000495299	1000495692	1000496232	1000496694	1000497014	1000497469	100049881
1000494912	1000495317	1000495699	1000496233	1000496703	100049702	1000497476	100049884
1000494913	1000495326	1000495700	1000496239	1000496704	1000497020	1000497480	100049897
1000494919	1000495327	100049571	1000496243	1000496711	1000497026	1000497481	100049899
1000494941	1000495330	100049572	1000496245	1000496714	100049703	1000497488	100049902
100049495	100049534	1000495728	1000496246	1000496716	1000497030	1000497490	100049907
1000494951	1000495348	1000495745	1000496263	1000496717	1000497031	1000497498	100049908
100049497	1000495353	100049575	1000496269	1000496718	1000497033	1000497502	100049913
1000494975	1000495358	1000495761	1000496281	1000496722	1000497034	1000497518	100049914
1000494979	1000495359	1000495765	100049629	1000496723	100049709	1000497522	100049915
100049498	100049536	1000495774	1000496297	1000496729	100049719	1000497523	100049917
1000494980	1000495366	1000495777	1000496301	1000496735	1000497205	1000497527	100049918
1000494988	1000495369	1000495782	1000496307	100049674	1000497208	100049753	100049919
1000494991	1000495370	1000495783	1000496308	1000496740	1000497212	1000497537	100049920
1000494996	1000495391	1000495785	1000496314	1000496749	1000497219	100049755	100049921
1000494997	1000495399	1000495786	1000496315	1000496757	1000497221	1000497552	100049922
1000494998	100049540	1000495790	100049637	1000496758	1000497222	100049756	100049924
1000495007	1000495401	1000495792	1000496393	1000496763	1000497239	1000497571	100049930
100049501	100049542	100049580	1000496406	1000496765	1000497240	1000497572	100049931
1000495017	1000495435	1000495803	1000496417	1000496766	1000497243	1000497590	100049932
1000495020	1000495436	1000495812	1000496420	1000496768	1000497246	1000497638	100049933
1000495025	1000495438	1000495832	1000496435	1000496786	1000497249	1000497672	100049934
1000495029	100049546	1000495840	1000496436	1000496800	1000497251	1000497673	100049935
100049503	1000495461	1000495848	1000496441	1000496808	1000497252	1000497684	100049937
1000495030	1000495481	100049587	1000496450	100049681	1000497257	100049771	100049947
100049504	1000495487	1000495887	1000496453	1000496823	1000497258	1000497766	100049951
1000495041	100049549	1000495888	1000496455	1000496824	100049726	1000497773	100049953
1000495055	1000495496	1000495889	100049646	1000496826	1000497262	1000497787	100049959
1000495058	1000495521	1000495896	1000496471	100049683	100049727	1000497791	100049965
1000495059	1000495523	1000495898	1000496473	1000496830	1000497272	1000497792	100049966
1000495080	1000495527	1000495900	1000496474	1000496831	1000497273	1000497795	100049985
1000495082	1000495540	100049593	1000496475	100049684	1000497279	100049780	100049996
1000495089	1000495546	100049595	1000496476	1000496842	100049730	100049783	100050020
100049509	1000495550	100049596	1000496478	1000496843	1000497302	100049785	100050025

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100050026	100050313	100050534	100050790	100051077	100051350	100051628	100051971
100050033	100050314	100050535	100050792	100051079	100051353	100051629	100051974
100050034	100050316	100050536	100050793	100051080	100051354	100051632	100052002
100050036	100050317	100050537	100050794	100051096	100051365	100051634	100052012
100050039	100050322	100050539	100050804	100051098	100051366	100051635	100052013
100050042	100050329	100050545	100050807	100051103	100051371	100051636	100052015
100050045	100050330	100050551	100050808	100051105	100051372	100051637	100052017
100050048	100050331	100050560	100050809	100051112	100051374	100051650	100052018
100050050	100050332	100050573	100050818	100051114	100051376	100051651	100052019
100050051	100050334	100050578	100050824	100051120	100051389	100051652	100052025
100050053	100050336	100050588	100050825	100051124	100051390	100051655	100052026
100050055	100050339	100050589	100050830	100051127	100051391	100051664	100052028
100050059	100050340	100050601	100050832	100051128	100051393	100051675	100052034
100050061	100050349	100050608	100050840	100051129	100051394	100051677	100052037
100050071	100050358	100050615	100050841	100051130	100051396	100051678	100052040
100050072	100050369	100050622	100050847	100051131	100051397	100051679	100052042
100050074	100050370	100050624	100050859	100051137	100051399	100051680	100052044
100050077	100050375	100050630	100050861	100051151	100051409	100051688	100052045
100050082	100050376	100050635	100050886	100051153	100051415	100051689	100052050
100050086	100050378	100050637	100050889	100051163	100051423	100051690	100052053
100050090	100050379	100050639	100050892	100051166	100051424	100051692	100052058
100050097	100050382	100050641	100050893	100051169	100051428	100051700	100052062
100050098	100050385	100050645	100050895	100051174	100051434	100051702	100052069
100050101	100050389	100050646	100050896	100051177	100051436	100051705	100052071
100050115	100050391	100050647	100050898	100051178	100051440	100051727	100052075
100050117	100050397	100050648	100050899	100051185	100051447	100051735	100052076
100050123	100050406	100050656	100050907	100051190	100051449	100051738	100052082
100050126	100050407	100050657	100050908	100051191	100051452	100051739	100052084
100050129	100050410	100050659	100050917	100051192	100051459	100051744	100052089
100050130	100050413	100050660	100050919	100051202	100051475	100051748	100052093
100050133	100050417	100050662	100050921	100051203	100051478	100051755	100052096
100050140	100050419	100050674	100050925	100051204	100051483	100051757	100052099
100050142	100050420	100050676	100050926	100051206	100051485	100051759	100052100
100050144	100050428	100050677	100050927	100051208	100051486	100051774	100052115
100050146	100050430	100050682	100050933	100051212	100051489	100051784	100052118
100050151	100050438	100050687	100050963	100051224	100051492	100051785	100052121
100050153	100050439	100050691	100050965	100051241	100051498	100051811	100052139
100050157	100050442	100050695	100050968	100051254	100051500	100051812	100052145
100050162	100050448	100050696	100050979	100051255	100051512	100051813	100052150
100050169	100050449	100050700	100050980	100051256	100051515	100051825	100052155
100050170	100050454	100050701	100050986	100051257	100051529	100051829	100052161
100050176	100050456	100050702	100050987	100051258	100051531	100051830	100052163
100050179	100050464	100050712	100050989	100051271	100051534	100051840	100052168
100050189	100050471	100050715	100050995	100051275	100051537	100051842	100052172
100050196	100050473	100050716	100051004	100051278	100051539	100051843	100052191
100050207	100050477	100050724	100051007	100051284	100051540	100051851	100052195
100050212	100050478	100050741	100051010	100051285	100051545	100051853	100052196
100050218	100050479	100050742	100051011	100051286	100051556	100051872	100052200
100050225	100050482	100050747	100051017	100051289	100051557	100051877	100052207
100050227	100050483	100050749	100051019	100051294	100051560	100051882	100052220
100050238	100050486	100050764	100051022	100051296	100051566	100051917	100052225
100050240	100050487	100050767	100051023	100051297	100051579	100051919	100052227
100050242	100050488	100050768	100051024	100051319	100051584	100051922	100052240
100050244	100050489	100050769	100051030	100051320	100051590	100051923	100052244
100050254	100050493	100050774	100051033	100051324	100051596	100051924	100052247
100050266	100050495	100050776	100051034	100051330	100051599	100051945	100052248
100050282	100050523	100050778	100051038	100051333	100051611	100051946	100052251
100050292	100050524	100050780	100051040	100051335	100051613	100051953	100052254
100050294	100050528	100050781	100051048	100051336	100051614	100051954	100052255
100050297	100050529	100050782	100051063	100051337	100051618	100051959	100052257
100050302	100050532	100050784	100051069	100051347	100051621	100051960	100052272
100050310	100050533	100050788	100051070	100051348	100051623	100051961	100052276

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100052277	100052576	100052919	100053228	100053515	100053801	100054049	100054296
100052280	100052580	100052929	100053254	100053516	100053802	100054053	100054304
100052284	100052581	100052930	100053256	100053518	100053804	100054058	100054305
100052285	100052589	100052932	100053263	100053536	100053812	100054060	100054313
100052286	100052590	100052937	100053274	100053539	100053822	100054063	100054322
100052287	100052594	100052938	100053276	100053540	100053830	100054064	100054323
100052294	100052595	100052940	100053278	100053541	100053832	100054066	100054326
100052300	100052598	100052941	100053279	100053542	100053836	100054069	100054328
100052304	100052610	100052943	100053281	100053543	100053844	100054083	100054329
100052306	100052612	100052952	100053282	100053544	100053852	100054084	100054333
100052307	100052616	100052964	100053283	100053558	100053853	100054087	100054334
100052309	100052617	100052969	100053299	100053563	100053854	100054095	100054340
100052311	100052621	100052981	100053301	100053566	100053855	100054106	100054343
100052313	100052636	100052982	100053305	100053569	100053859	100054107	100054344
100052319	100052638	100052984	100053307	100053570	100053867	100054112	100054349
100052324	100052640	100052988	100053309	100053576	100053869	100054118	100054357
100052337	100052643	100052992	100053310	100053578	100053870	100054119	100054359
100052342	100052644	100052993	100053311	100053581	100053876	100054126	100054360
100052347	100052669	100053003	100053330	100053590	100053878	100054133	100054365
100052348	100052670	100053010	100053332	100053593	100053880	100054140	100054366
100052351	100052671	100053012	100053335	100053594	100053881	100054142	100054368
100052357	100052680	100053014	100053337	100053596	100053887	100054145	100054370
100052369	100052693	100053015	100053338	100053602	100053892	100054150	100054372
100052370	100052704	100053016	100053347	100053605	100053901	100054153	100054373
100052371	100052708	100053017	100053348	100053606	100053903	100054164	100054375
100052376	100052712	100053024	100053350	100053626	100053904	100054166	100054377
100052381	100052720	100053027	100053356	100053629	100053907	100054167	100054378
100052383	100052727	100053039	100053358	100053635	100053913	100054172	100054382
100052386	100052728	100053042	100053361	100053641	100053918	100054174	100054386
100052387	100052729	100053044	100053363	100053643	100053920	100054178	100054387
100052388	100052732	100053060	100053366	100053648	100053922	100054180	100054389
100052398	100052734	100053063	100053371	100053649	100053927	100054182	100054390
100052399	100052736	100053070	100053377	100053651	100053937	100054190	100054393
100052404	100052740	100053082	100053380	100053660	100053941	100054192	100054396
100052408	100052742	100053084	100053389	100053662	100053942	100054194	100054397
100052424	100052745	100053088	100053397	100053663	100053961	100054195	100054401
100052429	100052746	100053095	100053407	100053673	100053969	100054199	100054403
100052433	100052760	100053098	100053409	100053695	100053971	100054204	100054407
100052440	100052762	100053105	100053411	100053708	100053977	100054205	100054417
100052441	100052782	100053106	100053417	100053720	100053985	100054208	100054420
100052444	100052803	100053109	100053420	100053722	100053986	100054212	100054421
100052463	100052808	100053110	100053430	100053724	100053991	100054218	100054423
100052465	100052811	100053112	100053431	100053736	100053993	100054220	100054425
100052468	100052821	100053113	100053432	100053739	100053995	100054232	100054429
100052473	100052823	100053115	100053436	100053744	100053996	100054236	100054431
100052487	100052828	100053116	100053438	100053747	100054002	100054237	100054436
100052489	100052838	100053134	100053447	100053749	100054005	100054239	100054437
100052493	100052842	100053149	100053453	100053750	100054006	100054245	100054438
100052497	100052852	100053150	100053455	100053751	100054015	100054248	100054439
100052498	100052854	100053153	100053464	100053753	100054017	100054251	100054443
100052500	100052861	100053172	100053467	100053762	100054018	100054254	100054446
100052523	100052862	100053173	100053485	100053765	100054022	100054261	100054447
100052524	100052869	100053176	100053491	100053766	100054024	100054266	100054450
100052526	100052870	100053178	100053497	100053768	100054025	100054277	100054452
100052528	100052872	100053179	100053499	100053770	100054027	100054279	100054454
100052544	100052885	100053180	100053500	100053777	100054028	100054282	100054460
100052545	100052887	100053182	100053502	100053780	100054033	100054285	100054464
100052551	100052893	100053195	100053503	100053781	100054034	100054286	100054467
100052553	100052894	100053196	100053509	100053791	100054039	100054288	100054468
100052561	100052901	100053201	100053510	100053794	100054040	100054290	100054476
100052562	100052913	100053203	100053511	100053797	100054041	100054291	100054483
100052575	100052915	100053226	100053512	100053799	100054043	100054292	100054490

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100054496	100054753	100055027	100055294	100055531	100055775	100056044	100056346
100054502	100054755	100055029	100055297	100055536	100055785	100056046	100056347
100054508	100054758	100055031	100055298	100055537	100055787	100056048	100056351
100054509	100054762	100055044	100055299	100055544	100055788	100056064	100056362
100054510	100054767	100055051	100055300	100055545	100055789	100056069	100056382
100054514	100054771	100055052	100055307	100055548	100055790	100056071	100056384
100054517	100054786	100055063	100055310	100055554	100055793	100056075	100056394
100054518	100054787	100055065	100055323	100055558	100055796	100056078	100056396
100054522	100054788	100055073	100055326	100055563	100055799	100056080	100056397
100054525	100054794	100055085	100055328	100055567	100055807	100056095	100056398
100054526	100054795	100055090	100055335	100055568	100055821	100056097	100056399
100054529	100054797	100055102	100055337	100055573	100055829	100056098	100056410
100054533	100054801	100055104	100055346	100055574	100055833	100056103	100056412
100054534	100054803	100055109	100055349	100055576	100055835	100056128	100056414
100054544	100054804	100055120	100055355	100055578	100055839	100056129	100056416
100054550	100054819	100055126	100055359	100055583	100055843	100056134	100056425
100054554	100054821	100055134	100055371	100055585	100055845	100056135	100056436
100054562	100054823	100055140	100055372	100055586	100055846	100056136	100056437
100054564	100054830	100055141	100055378	100055590	100055847	100056150	100056440
100054565	100054832	100055142	100055391	100055591	100055849	100056151	100056447
100054566	100054848	100055143	100055397	100055593	100055856	100056152	100056454
100054571	100054849	100055144	100055400	100055594	100055857	100056153	100056457
100054572	100054851	100055146	100055402	100055595	100055872	100056162	100056462
100054573	100054852	100055152	100055405	100055598	100055876	100056163	100056468
100054575	100054855	100055160	100055407	100055601	100055877	100056176	100056477
100054581	100054861	100055161	100055409	100055603	100055878	100056186	100056482
100054585	100054867	100055163	100055410	100055615	100055879	100056196	100056483
100054588	100054871	100055165	100055411	100055616	100055887	100056198	100056492
100054591	100054884	100055173	100055416	100055619	100055892	100056201	100056493
100054592	100054887	100055176	100055420	100055625	100055904	100056208	100056500
100054595	100054888	100055177	100055421	100055627	100055906	100056214	100056504
100054596	100054889	100055180	100055424	100055628	100055918	100056217	100056509
100054597	100054895	100055182	100055429	100055634	100055922	100056218	100056510
100054599	100054898	100055187	100055431	100055637	100055923	100056221	100056514
100054609	100054903	100055188	100055432	100055642	100055924	100056225	100056517
100054610	100054907	100055189	100055438	100055655	100055926	100056230	100056520
100054611	100054910	100055199	100055440	100055658	100055935	100056232	100056523
100054612	100054914	100055200	100055441	100055659	100055936	100056234	100056524
100054616	100054922	100055203	100055442	100055660	100055938	100056237	100056527
100054625	100054928	100055204	100055443	100055661	100055939	100056240	100056539
100054629	100054937	100055207	100055454	100055662	100055947	100056253	100056550
100054630	100054939	100055209	100055455	100055665	100055948	100056263	100056555
100054634	100054940	100055211	100055467	100055668	100055956	100056266	100056559
100054635	100054941	100055214	100055468	100055682	100055959	100056274	100056563
100054644	100054952	100055217	100055469	100055683	100055960	100056275	100056567
100054659	100054955	100055219	100055472	100055688	100055961	100056285	100056573
100054662	100054975	100055221	100055474	100055692	100055968	100056287	100056584
100054665	100054982	100055230	100055476	100055697	100055975	100056288	100056592
100054688	100054985	100055231	100055491	100055698	100055976	100056298	100056595
100054696	100054986	100055234	100055492	100055701	100055982	100056302	100056599
100054698	100054991	100055237	100055493	100055705	100055989	100056303	100056605
100054699	100054992	100055247	100055494	100055716	100055996	100056305	100056607
100054700	100054995	100055248	100055500	100055717	100056007	100056308	100056608
100054703	100055002	100055254	100055502	100055719	100056008	100056310	100056610
100054704	100055003	100055260	100055505	100055727	100056009	100056316	100056619
100054717	100055007	100055272	100055507	100055728	100056024	100056317	100056632
100054719	100055012	100055273	100055513	100055731	100056030	100056322	100056637
100054721	100055014	100055274	100055515	100055732	100056031	100056324	100056640
100054723	100055022	100055282	100055518	100055743	100056032	100056325	100056644
100054730	100055023	100055283	100055522	100055749	100056040	100056327	100056648
100054733	100055025	100055292	100055524	100055769	100056042	100056328	100056650
100054735	100055026	100055293	100055530	100055774	100056043	100056337	100056656

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100056657	100056906	100057128	100057379	100057650	100057850	100058116	100058403
100056660	100056909	100057130	100057380	100057654	100057851	100058117	100058412
100056661	100056914	100057131	100057381	100057655	100057852	100058118	100058413
100056662	100056918	100057135	100057389	100057662	100057853	100058128	100058415
100056678	100056920	100057137	100057390	100057663	100057854	100058131	100058422
100056680	100056926	100057139	100057399	100057664	100057857	100058133	100058429
100056684	100056931	100057143	100057400	100057669	100057868	100058134	100058435
100056686	100056939	100057148	100057402	100057672	100057878	100058135	100058438
100056688	100056941	100057149	100057409	100057674	100057883	100058136	100058439
100056690	100056942	100057152	100057414	100057676	100057886	100058140	100058441
100056691	100056948	100057155	100057432	100057677	100057893	100058141	100058444
100056694	100056951	100057156	100057434	100057679	100057895	100058151	100058446
100056702	100056952	100057163	100057435	100057685	100057897	100058156	100058447
100056705	100056955	100057165	100057437	100057687	100057898	100058157	100058449
100056713	100056959	100057167	100057447	100057690	100057901	100058160	100058452
100056715	100056960	100057179	100057448	100057693	100057902	100058162	100058464
100056718	100056965	100057185	100057450	100057694	100057905	100058163	100058467
100056723	100056966	100057186	100057457	100057695	100057906	100058164	100058476
100056724	100056971	100057187	100057464	100057696	100057918	100058168	100058477
100056747	100056976	100057188	100057469	100057697	100057927	100058176	100058479
100056754	100056980	100057199	100057471	100057698	100057930	100058180	100058480
100056769	100056983	100057209	100057472	100057705	100057931	100058182	100058481
100056771	100056986	100057216	100057483	100057709	100057939	100058189	100058491
100056779	100056988	100057226	100057488	100057721	100057949	100058190	100058493
100056781	100056990	100057227	100057496	100057727	100057951	100058192	100058495
100056783	100056991	100057232	100057499	100057728	100057963	100058204	100058496
100056793	100056993	100057242	100057501	100057729	100057966	100058226	100058504
100056798	100056996	100057243	100057513	100057732	100057969	100058229	100058509
100056801	100057005	100057244	100057514	100057733	100057972	100058255	100058512
100056803	100057012	100057253	100057520	100057735	100057980	100058257	100058513
100056808	100057019	100057254	100057522	100057736	100057985	100058268	100058522
100056810	100057020	100057259	100057527	100057737	100057990	100058278	100058529
100056811	100057023	100057260	100057529	100057739	100057999	100058282	100058530
100056819	100057024	100057261	100057530	100057740	100058001	100058283	100058536
100056821	100057027	100057269	100057532	100057742	100058004	100058288	100058546
100056823	100057036	100057274	100057535	100057755	100058007	100058289	100058550
100056826	100057039	100057276	100057539	100057756	100058012	100058298	100058552
100056827	100057043	100057286	100057543	100057757	100058014	100058301	100058553
100056832	100057047	100057287	100057545	100057758	100058016	100058305	100058558
100056833	100057048	100057300	100057555	100057759	100058024	100058306	100058560
100056843	100057059	100057306	100057560	100057760	100058030	100058307	100058565
100056844	100057060	100057307	100057565	100057765	100058038	100058313	100058577
100056846	100057061	100057308	100057566	100057773	100058049	100058314	100058581
100056848	100057065	100057323	100057579	100057774	100058050	100058320	100058583
100056854	100057066	100057324	100057586	100057781	100058051	100058322	100058586
100056857	100057067	100057328	100057587	100057782	100058062	100058323	100058591
100056858	100057079	100057330	100057589	100057786	100058063	100058324	100058595
100056859	100057080	100057336	100057592	100057788	100058064	100058325	100058598
100056864	100057082	100057337	100057593	100057791	100058065	100058334	100058600
100056870	100057083	100057338	100057596	100057796	100058069	100058335	100058601
100056874	100057089	100057339	100057598	100057800	100058077	100058345	100058609
100056876	100057090	100057344	100057603	100057815	100058078	100058361	100058611
100056878	100057091	100057356	100057604	100057817	100058079	100058367	100058613
100056879	100057093	100057359	100057611	100057820	100058080	100058369	100058614
100056881	100057094	100057360	100057612	100057822	100058084	100058371	100058633
100056882	100057095	100057361	100057614	100057825	100058087	100058375	100058634
100056884	100057096	100057362	100057615	100057826	100058088	100058381	100058637
100056888	100057097	100057363	100057620	100057836	100058095	100058383	100058638
100056894	100057109	100057364	100057630	100057840	100058096	100058386	100058644
100056897	100057121	100057372	100057637	100057843	100058104	100058394	100058645
100056902	100057122	100057373	100057645	100057844	100058110	100058398	100058652
100056904	100057123	100057377	100057647	100057848	100058111	100058402	100058654

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100058659	100058906	100059119	100059331	100059591	100059818	100059996	100060221
100058661	100058909	100059124	100059332	100059592	100059822	100060012	100060227
100058666	100058910	100059126	100059333	100059596	100059826	100060013	100060229
100058668	100058917	100059127	100059338	100059597	100059832	100060020	100060231
100058672	100058931	100059129	100059339	100059599	100059834	100060021	100060233
100058673	100058932	100059135	100059370	100059601	100059835	100060022	100060236
100058677	100058937	100059137	100059373	100059606	100059837	100060025	100060237
100058678	100058938	100059140	100059381	100059611	100059849	100060028	100060238
100058680	100058939	100059143	100059383	100059614	100059855	100060033	100060239
100058689	100058947	100059144	100059395	100059626	100059856	100060035	100060242
100058691	100058949	100059145	100059400	100059630	100059858	100060037	100060244
100058708	100058950	100059153	100059405	100059633	100059866	100060040	100060252
100058718	100058951	100059154	100059413	100059646	100059872	100060051	100060253
100058719	100058955	100059158	100059415	100059647	100059874	100060054	100060254
100058722	100058961	100059160	100059422	100059652	100059875	100060058	100060256
100058723	100058962	100059162	100059424	100059655	100059877	100060059	100060257
100058729	100058963	100059163	100059426	100059658	100059879	100060060	100060259
100058732	100058966	100059172	100059431	100059663	100059883	100060061	100060262
100058733	100058975	100059176	100059438	100059667	100059885	100060065	100060265
100058734	100058977	100059177	100059439	100059668	100059886	100060071	100060268
100058735	100058978	100059181	100059445	100059669	100059888	100060082	100060269
100058738	100058981	100059184	100059447	100059670	100059890	100060087	100060273
100058741	100058982	100059188	100059452	100059671	100059894	100060088	100060291
100058744	100058984	100059191	100059455	100059672	100059897	100060089	100060293
100058756	100058985	100059192	100059457	100059673	100059898	100060090	100060297
100058757	100058987	100059195	100059458	100059674	100059900	100060095	100060302
100058759	100058994	100059201	100059461	100059676	100059901	100060105	100060308
100058764	100058995	100059205	100059467	100059677	100059902	100060107	100060310
100058765	100058997	100059206	100059472	100059679	100059903	100060112	100060312
100058773	100058999	100059208	100059473	100059680	100059906	100060117	100060314
100058776	100059000	100059210	100059483	100059689	100059907	100060120	100060315
100058778	100059001	100059211	100059486	100059693	100059916	100060121	100060316
100058779	100059002	100059213	100059488	100059694	100059917	100060125	100060319
100058783	100059004	100059218	100059489	100059697	100059918	100060126	100060321
100058786	100059007	100059219	100059491	100059703	100059919	100060128	100060323
100058790	100059010	100059229	100059495	100059708	100059921	100060130	100060324
100058791	100059012	100059230	100059503	100059715	100059923	100060136	100060326
100058798	100059016	100059243	100059505	100059718	100059925	100060146	100060327
100058804	100059017	100059246	100059507	100059727	100059928	100060148	100060330
100058810	100059024	100059247	100059508	100059729	100059929	100060153	100060333
100058814	100059025	100059249	100059510	100059734	100059930	100060154	100060334
100058822	100059029	100059251	100059519	100059735	100059931	100060155	100060335
100058823	100059036	100059261	100059520	100059736	100059937	100060156	100060337
100058830	100059037	100059268	100059526	100059744	100059942	100060168	100060339
100058831	100059038	100059270	100059528	100059745	100059944	100060169	100060341
100058834	100059041	100059272	100059534	100059747	100059945	100060171	100060345
100058836	100059042	100059273	100059537	100059749	100059946	100060173	100060347
100058837	100059044	100059274	100059542	100059751	100059950	100060177	100060348
100058841	100059050	100059275	100059543	100059760	100059953	100060179	100060349
100058843	100059052	100059276	100059553	100059763	100059954	100060180	100060352
100058846	100059063	100059277	100059554	100059771	100059957	100060181	100060355
100058852	100059064	100059278	100059555	100059774	100059960	100060188	100060356
100058853	100059065	100059300	100059556	100059778	100059961	100060192	100060364
100058855	100059071	100059309	100059567	100059779	100059973	100060194	100060371
100058863	100059074	100059311	100059568	100059782	100059975	100060196	100060374
100058864	100059082	100059312	100059570	100059788	100059977	100060201	100060380
100058865	100059090	100059323	100059577	100059790	100059978	100060203	100060382
100058875	100059093	100059324	100059580	100059797	100059983	100060204	100060390
100058877	100059095	100059325	100059581	100059807	100059985	100060205	100060394
100058895	100059097	100059326	100059582	100059809	100059986	100060212	100060395
100058896	100059107	100059328	100059583	100059810	100059987	100060215	100060397
100058902	100059117	100059329	100059586	100059812	100059988	100060217	100060400

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100060403	100060581	100060785	100060967	100061160	100061321	100061550	100061707
100060404	100060586	100060796	100060975	100061169	100061324	100061555	100061709
100060406	100060587	100060797	100060976	100061170	100061331	100061558	100061710
100060407	100060598	100060807	100060977	100061171	100061336	100061561	100061711
100060417	100060599	100060809	100060978	100061173	100061340	100061565	100061714
100060419	100060602	100060814	100060982	100061179	100061348	100061566	100061719
100060421	100060609	100060816	100060985	100061182	100061350	100061567	100061725
100060423	100060610	100060818	100060986	100061183	100061354	100061569	100061727
100060429	100060615	100060819	100060987	100061184	100061358	100061572	100061728
100060430	100060619	100060820	100060990	100061185	100061359	100061574	100061742
100060431	100060621	100060822	100060992	100061186	100061361	100061583	100061744
100060434	100060622	100060824	100060993	100061190	100061367	100061585	100061746
100060436	100060623	100060826	100060994	100061193	100061372	100061587	100061750
100060439	100060629	100060827	100060995	100061194	100061380	100061588	100061753
100060446	100060630	100060829	100060996	100061195	100061382	100061591	100061755
100060448	100060638	100060831	100060997	100061196	100061383	100061592	100061756
100060452	100060642	100060832	100060998	100061197	100061392	100061595	100061759
100060456	100060643	100060846	100061003	100061214	100061393	100061597	100061760
100060460	100060646	100060849	100061006	100061222	100061396	100061599	100061762
100060461	100060649	100060850	100061013	100061225	100061397	100061602	100061764
100060463	100060652	100060856	100061015	100061226	100061400	100061603	100061771
100060464	100060654	100060862	100061016	100061227	100061402	100061608	100061773
100060466	100060655	100060863	100061021	100061228	100061403	100061610	100061775
100060467	100060662	100060864	100061025	100061230	100061405	100061617	100061776
100060470	100060671	100060867	100061026	100061239	100061406	100061618	100061783
100060479	100060675	100060870	100061028	100061240	100061409	100061619	100061794
100060481	100060676	100060871	100061029	100061244	100061418	100061620	100061798
100060482	100060677	100060872	100061031	100061247	100061422	100061625	100061800
100060483	100060681	100060875	100061036	100061248	100061424	100061627	100061801
100060484	100060686	100060876	100061037	100061249	100061429	100061630	100061806
100060485	100060689	100060877	100061039	100061251	100061432	100061632	100061812
100060486	100060692	100060884	100061041	100061253	100061433	100061633	100061813
100060488	100060693	100060885	100061046	100061254	100061435	100061635	100061821
100060493	100060694	100060888	100061054	100061256	100061436	100061640	100061824
100060496	100060696	100060893	100061057	100061258	100061437	100061642	100061826
100060497	100060701	100060894	100061060	100061259	100061446	100061644	100061827
100060500	100060702	100060896	100061063	100061261	100061454	100061645	100061828
100060506	100060706	100060897	100061067	100061268	100061464	100061647	100061830
100060508	100060707	100060898	100061068	100061270	100061465	100061648	100061835
100060510	100060710	100060901	100061069	100061276	100061466	100061650	100061840
100060520	100060722	100060902	100061073	100061277	100061467	100061655	100061842
100060522	100060723	100060903	100061077	100061278	100061469	100061656	100061845
100060527	100060724	100060904	100061079	100061279	100061474	100061658	100061850
100060528	100060733	100060905	100061080	100061280	100061475	100061659	100061852
100060530	100060736	100060906	100061083	100061281	100061479	100061660	100061853
100060535	100060741	100060908	100061086	100061282	100061480	100061661	100061854
100060536	100060745	100060911	100061090	100061283	100061481	100061664	100061859
100060537	100060749	100060915	100061093	100061290	100061484	100061665	100061861
100060538	100060750	100060916	100061094	100061292	100061490	100061668	100061863
100060541	100060754	100060918	100061098	100061293	100061498	100061669	100061873
100060542	100060756	100060926	100061099	100061299	100061499	100061670	100061879
100060545	100060758	100060928	100061117	100061300	100061501	100061671	100061886
100060548	100060759	100060929	100061119	100061301	100061504	100061676	100061887
100060553	100060760	100060930	100061126	100061302	100061508	100061677	100061888
100060556	100060764	100060935	100061129	100061303	100061510	100061681	100061890
100060560	100060766	100060937	100061130	100061308	100061515	100061684	100061906
100060564	100060767	100060951	100061141	100061309	100061516	100061689	100061907
100060568	100060770	100060955	100061149	100061311	100061518	100061694	100061916
100060571	100060774	100060959	100061150	100061312	100061531	100061696	100061931
100060575	100060775	100060960	100061153	100061313	100061532	100061700	100061932
100060577	100060778	100060962	100061156	100061316	100061547	100061702	100061933
100060579	100060779	100060963	100061157	100061317	100061548	100061706	100061937

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100061938	100062125	100062331	100062584	100062833	100063183	100063483	100063752
100061939	100062127	100062340	100062586	100062835	100063205	100063486	100063761
100061940	100062129	100062342	100062590	100062841	100063206	100063487	100063762
100061941	100062132	100062349	100062594	100062842	100063213	100063492	100063763
100061943	100062134	100062352	100062595	100062850	100063214	100063497	100063771
100061949	100062136	100062356	100062596	100062853	100063215	100063502	100063779
100061952	100062138	100062359	100062603	100062859	100063226	100063524	100063780
100061955	100062139	100062361	100062604	100062860	100063233	100063525	100063781
100061961	100062141	100062364	100062607	100062864	100063236	100063532	100063786
100061963	100062142	100062367	100062608	100062874	100063248	100063543	100063798
100061964	100062145	100062368	100062625	100062886	100063252	100063545	100063806
100061966	100062148	100062370	100062626	100062887	100063253	100063546	100063807
100061968	100062151	100062376	100062636	100062900	100063258	100063550	100063808
100061989	100062160	100062377	100062638	100062905	100063260	100063563	100063810
100061990	100062161	100062378	100062639	100062940	100063266	100063564	100063815
100061992	100062163	100062382	100062645	100062944	100063298	100063571	100063828
100061994	100062169	100062392	100062649	100062949	100063302	100063573	100063830
100061995	100062177	100062393	100062662	100062950	100063303	100063574	100063845
100061996	100062180	100062394	100062664	100062951	100063304	100063590	100063865
100061999	100062181	100062407	100062675	100062952	100063305	100063594	100063881
100062002	100062182	100062408	100062685	100062958	100063308	100063595	100063884
100062006	100062183	100062413	100062686	100062964	100063314	100063596	100063885
100062007	100062189	100062417	100062687	100062968	100063320	100063602	100063886
100062008	100062193	100062432	100062688	100062969	100063321	100063612	100063888
100062009	100062198	100062436	100062693	100062970	100063336	100063614	100063893
100062017	100062199	100062438	100062704	100062975	100063337	100063615	100063897
100062019	100062201	100062443	100062705	100062978	100063348	100063629	100063905
100062021	100062203	100062452	100062708	100062979	100063350	100063631	100063908
100062022	100062205	100062456	100062711	100062987	100063353	100063641	100063909
100062025	100062209	100062459	100062712	100062990	100063355	100063642	100063912
100062027	100062214	100062463	100062719	100062991	100063369	100063644	100063915
100062030	100062215	100062470	100062724	100062998	100063372	100063645	100063921
100062032	100062216	100062472	100062725	100063001	100063379	100063647	100063922
100062046	100062217	100062475	100062727	100063011	100063380	100063648	100063925
100062052	100062219	100062483	100062735	100063019	100063382	100063649	100063948
100062053	100062222	100062491	100062743	100063030	100063384	100063651	100063951
100062054	100062223	100062492	100062752	100063033	100063388	100063656	100063969
100062057	100062225	100062493	100062754	100063035	100063389	100063658	100063983
100062062	100062226	100062495	100062756	100063044	100063390	100063662	100063991
100062063	100062230	100062497	100062757	100063048	100063401	100063663	100063997
100062065	100062231	100062507	100062758	100063057	100063403	100063665	100063998
100062066	100062232	100062509	100062759	100063059	100063404	100063677	100064005
100062069	100062241	100062511	100062763	100063060	100063408	100063678	100064007
100062073	100062247	100062515	100062764	100063070	100063409	100063680	100064014
100062074	100062250	100062521	100062767	100063074	100063411	100063682	100064015
100062077	100062255	100062522	100062768	100063075	100063422	100063683	100064032
100062079	100062262	100062524	100062772	100063077	100063423	100063684	100064033
100062083	100062268	100062526	100062773	100063080	100063424	100063686	100064036
100062086	100062272	100062528	100062780	100063082	100063426	100063689	100064039
100062092	100062273	100062529	100062781	100063096	100063429	100063694	100064044
100062094	100062276	100062535	100062783	100063107	100063431	100063706	100064045
100062096	100062284	100062536	100062787	100063109	100063452	100063708	100064057
100062099	100062288	100062544	100062791	100063122	100063456	100063709	100064058
100062101	100062294	100062554	100062794	100063129	100063457	100063711	100064069
100062104	100062298	100062557	100062801	100063151	100063458	100063730	100064093
100062105	100062300	100062560	100062804	100063152	100063463	100063732	100064095
100062107	100062312	100062561	100062814	100063154	100063464	100063739	100064096
100062108	100062314	100062562	100062815	100063157	100063467	100063744	100064100
100062114	100062318	100062565	100062817	100063173	100063475	100063745	100064103
100062118	100062321	100062566	100062819	100063175	100063477	100063749	100064104
100062120	100062322	100062581	100062823	100063176	100063479	100063750	100064105
100062121	100062326	100062583	100062832	100063180	100063481	100063751	100064113

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100064121	100064410	100064681	100064974	100065265	100065587	100065901	100066224
100064133	100064411	100064683	100064976	100065266	100065600	100065906	100066225
100064137	100064412	100064702	100064988	100065269	100065602	100065907	100066245
100064139	100064413	100064703	100064990	100065271	100065611	100065909	100066253
100064142	100064414	100064705	100064991	100065272	100065619	100065911	100066254
100064143	100064420	100064707	100064995	100065275	100065620	100065919	100066260
100064145	100064425	100064711	100064996	100065278	100065621	100065922	100066261
100064150	100064426	100064712	100065000	100065279	100065627	100065933	100066268
100064162	100064428	100064713	100065003	100065281	100065629	100065947	100066271
100064163	100064434	100064715	100065005	100065293	100065643	100065965	100066274
100064166	100064439	100064716	100065016	100065300	100065645	100065978	100066275
100064170	100064443	100064717	100065018	100065309	100065646	100065984	100066276
100064171	100064445	100064723	100065025	100065315	100065654	100065986	100066282
100064172	100064449	100064726	100065032	100065318	100065655	100065988	100066283
100064173	100064458	100064730	100065034	100065319	100065665	100065994	100066291
100064182	100064459	100064731	100065036	100065333	100065670	100065995	100066298
100064183	100064460	100064751	100065037	100065337	100065672	100065999	100066303
100064190	100064472	100064755	100065045	100065339	100065674	100066002	100066307
100064193	100064474	100064756	100065046	100065340	100065678	100066009	100066308
100064194	100064480	100064757	100065047	100065356	100065683	100066010	100066316
100064195	100064484	100064759	100065054	100065368	100065684	100066023	100066318
100064197	100064487	100064760	100065056	100065369	100065695	100066050	100066319
100064207	100064489	100064763	100065058	100065395	100065696	100066052	100066320
100064215	100064490	100064765	100065061	100065404	100065699	100066053	100066321
100064216	100064496	100064770	100065062	100065406	100065707	100066054	100066325
100064218	100064497	100064772	100065078	100065408	100065716	100066057	100066326
100064220	100064500	100064774	100065090	100065412	100065718	100066058	100066336
100064222	100064501	100064775	100065096	100065422	100065719	100066063	100066337
100064223	100064502	100064778	100065100	100065423	100065734	100066067	100066340
100064230	100064507	100064779	100065101	100065424	100065737	100066072	100066341
100064240	100064508	100064781	100065105	100065436	100065753	100066089	100066343
100064242	100064519	100064790	100065106	100065440	100065754	100066100	100066347
100064245	100064521	100064803	100065108	100065443	100065755	100066101	100066348
100064246	100064529	100064813	100065113	100065447	100065765	100066104	100066356
100064258	100064532	100064814	100065116	100065454	100065774	100066105	100066361
100064269	100064533	100064822	100065118	100065457	100065787	100066108	100066362
100064270	100064542	100064828	100065121	100065458	100065789	100066111	100066364
100064272	100064563	100064837	100065125	100065460	100065790	100066112	100066367
100064276	100064572	100064858	100065129	100065487	100065794	100066116	100066378
100064289	100064581	100064860	100065141	100065488	100065796	100066119	100066379
100064290	100064584	100064872	100065154	100065489	100065797	100066120	100066380
100064291	100064587	100064892	100065159	100065490	100065798	100066121	100066390
100064299	100064592	100064896	100065168	100065501	100065803	100066123	100066399
100064304	100064597	100064897	100065172	100065511	100065804	100066124	100066400
100064305	100064599	100064900	100065173	100065512	100065807	100066125	100066411
100064306	100064605	100064902	100065174	100065514	100065808	100066132	100066412
100064312	100064607	100064910	100065175	100065517	100065809	100066133	100066414
100064317	100064616	100064917	100065177	100065529	100065815	100066138	100066418
100064324	100064620	100064926	100065192	100065536	100065828	100066150	100066419
100064334	100064622	100064927	100065194	100065537	100065829	100066152	100066420
100064335	100064624	100064931	100065195	100065540	100065856	100066169	100066423
100064337	100064626	100064935	100065196	100065541	100065860	100066173	100066424
100064349	100064630	100064936	100065215	100065544	100065869	100066174	100066429
100064356	100064637	100064943	100065218	100065550	100065876	100066175	100066430
100064359	100064638	100064944	100065233	100065551	100065879	100066176	100066431
100064360	100064639	100064949	100065238	100065553	100065886	100066183	100066435
100064363	100064658	100064951	100065244	100065554	100065887	100066184	100066447
100064370	100064668	100064956	100065246	100065555	100065892	100066185	100066449
100064373	100064671	100064959	100065249	100065556	100065893	100066186	100066451
100064398	100064674	100064970	100065250	100065570	100065898	100066194	100066459
100064407	100064678	100064971	100065252	100065581	100065899	100066196	100066465
100064409	100064679	100064973	100065255	100065583	100065900	100066202	100066468

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100066469	100066729	100067047	100067263	100067517	100067827	100068131	100068537
100066478	100066731	100067049	100067272	100067529	100067828	100068136	100068543
100066480	100066737	100067054	100067276	100067544	100067829	100068140	100068545
100066488	100066742	100067055	100067277	100067546	100067833	100068142	100068551
100066506	100066743	100067063	100067278	100067547	100067840	100068146	100068557
100066508	100066771	100067067	100067279	100067553	100067844	100068148	100068559
100066512	100066776	100067075	100067292	100067566	100067848	100068149	100068564
100066513	100066782	100067076	100067299	100067567	100067849	100068161	100068565
100066515	100066788	100067078	100067302	100067572	100067851	100068165	100068566
100066516	100066790	100067081	100067306	100067573	100067874	100068166	100068567
100066518	100066794	100067082	100067308	100067578	100067886	100068167	100068569
100066525	100066795	100067084	100067311	100067585	100067890	100068168	100068577
100066527	100066798	100067085	100067314	100067587	100067894	100068170	100068591
100066529	100066799	100067093	100067315	100067608	100067899	100068171	100068594
100066531	100066800	100067094	100067317	100067616	100067900	100068172	100068595
100066532	100066804	100067095	100067319	100067619	100067907	100068173	100068607
100066533	100066805	100067096	100067320	100067620	100067915	100068202	100068608
100066535	100066818	100067112	100067341	100067622	100067916	100068212	100068616
100066540	100066823	100067114	100067342	100067623	100067917	100068218	100068652
100066543	100066830	100067115	100067343	100067624	100067921	100068221	100068657
100066544	100066835	100067118	100067353	100067625	100067923	100068234	100068665
100066557	100066836	100067120	100067355	100067626	100067929	100068241	100068674
100066568	100066846	100067124	100067360	100067629	100067930	100068262	100068675
100066569	100066848	100067127	100067361	100067636	100067932	100068264	100068676
100066571	100066851	100067128	100067362	100067637	100067944	100068282	100068677
100066573	100066858	100067131	100067363	100067640	100067947	100068284	100068678
100066585	100066868	100067133	100067368	100067647	100067948	100068300	100068687
100066590	100066873	100067139	100067376	100067648	100067952	100068314	100068688
100066591	100066876	100067142	100067377	100067663	100067953	100068315	100068689
100066592	100066879	100067143	100067380	100067705	100067955	100068316	100068693
100066596	100066880	100067144	100067387	100067707	100067958	100068330	100068695
100066597	100066881	100067146	100067388	100067708	100067959	100068332	100068696
100066605	100066913	100067157	100067393	100067709	100067962	100068344	100068701
100066608	100066919	100067158	100067405	100067717	100067967	100068348	100068702
100066611	100066928	100067160	100067409	100067723	100067970	100068349	100068704
100066612	100066939	100067161	100067410	100067725	100067974	100068350	100068715
100066615	100066941	100067166	100067412	100067726	100067975	100068355	100068716
100066618	100066944	100067167	100067413	100067733	100067976	100068356	100068724
100066620	100066950	100067168	100067417	100067735	100067988	100068358	100068725
100066621	100066951	100067169	100067418	100067743	100067993	100068359	100068731
100066623	100066952	100067171	100067420	100067748	100068002	100068364	100068744
100066624	100066954	100067175	100067425	100067753	100068009	100068365	100068757
100066625	100066955	100067178	100067426	100067767	100068024	100068372	100068764
100066626	100066960	100067181	100067429	100067770	100068031	100068378	100068765
100066627	100066971	100067182	100067437	100067772	100068044	100068379	100068769
100066645	100066974	100067189	100067444	100067782	100068045	100068381	100068772
100066649	100066976	100067195	100067446	100067785	100068046	100068392	100068785
100066650	100066978	100067201	100067454	100067789	100068050	100068398	100068786
100066662	100066981	100067202	100067456	100067791	100068051	100068399	100068788
100066663	100066988	100067203	100067457	100067796	100068052	100068414	100068789
100066672	100067006	100067204	100067463	100067797	100068053	100068416	100068790
100066680	100067013	100067212	100067465	100067804	100068066	100068433	100068791
100066683	100067016	100067215	100067468	100067805	100068092	100068450	100068802
100066684	100067017	100067222	100067476	100067807	100068094	100068472	100068810
100066685	100067024	100067227	100067479	100067810	100068095	100068479	100068812
100066695	100067027	100067233	100067483	100067811	100068098	100068492	100068814
100066698	100067030	100067237	100067486	100067815	100068100	100068494	100068823
100066709	100067033	100067242	100067491	100067819	100068104	100068511	100068824
100066710	100067034	100067244	100067500	100067820	100068105	100068521	100068825
100066714	100067039	100067258	100067502	100067821	100068106	100068522	100068839
100066726	100067044	100067259	100067512	100067822	100068108	100068528	100068841
100066727	100067046	100067262	100067514	100067826	100068129	100068529	100068843

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100068863	100069144	100069410	100069664	100069911	100070207	100070489	100070771
100068864	100069148	100069414	100069665	100069916	100070227	100070506	100070772
100068871	100069154	100069415	100069666	100069917	100070228	100070511	100070798
100068873	100069164	100069416	100069677	100069918	100070229	100070521	100070800
100068874	100069171	100069420	100069680	100069919	100070232	100070523	100070801
100068878	100069174	100069421	100069681	100069920	100070235	100070524	100070806
100068881	100069175	100069424	100069690	100069925	100070236	100070525	100070815
100068886	100069179	100069427	100069691	100069934	100070242	100070528	100070816
100068888	100069181	100069429	100069692	100069940	100070249	100070532	100070820
100068894	100069186	100069431	100069694	100069941	100070253	100070533	100070834
100068895	100069192	100069432	100069696	100069949	100070255	100070539	100070836
100068896	100069197	100069433	100069697	100069954	100070256	100070546	100070838
100068900	100069200	100069434	100069700	100069957	100070261	100070559	100070839
100068908	100069201	100069439	100069701	100069960	100070267	100070561	100070858
100068911	100069202	100069440	100069703	100069961	100070280	100070562	100070859
100068912	100069205	100069441	100069704	100069981	100070285	100070570	100070871
100068918	100069206	100069442	100069706	100069983	100070286	100070571	100070872
100068927	100069208	100069443	100069713	100069984	100070296	100070586	100070877
100068935	100069212	100069470	100069715	100069986	100070305	100070588	100070878
100068946	100069217	100069480	100069718	100069988	100070308	100070593	100070884
100068949	100069219	100069488	100069719	100069991	100070313	100070595	100070885
100068951	100069220	100069492	100069725	100069992	100070316	100070596	100070894
100068952	100069224	100069496	100069726	100069995	100070317	100070598	100070895
100068953	100069225	100069498	100069737	100070018	100070318	100070599	100070897
100068955	100069226	100069500	100069738	100070020	100070319	100070600	100070904
100068956	100069231	100069502	100069751	100070021	100070325	100070608	100070910
100068964	100069234	100069508	100069752	100070023	100070331	100070614	100070912
100068975	100069236	100069509	100069762	100070029	100070332	100070616	100070913
100068987	100069237	100069510	100069779	100070030	100070335	100070617	100070919
100068994	100069244	100069515	100069783	100070033	100070340	100070624	100070925
100068995	100069245	100069516	100069784	100070034	100070344	100070626	100070926
100068996	100069254	100069517	100069785	100070036	100070345	100070629	100070934
100068997	100069258	100069524	100069789	100070049	100070346	100070630	100070944
100068998	100069260	100069530	100069791	100070067	100070349	100070632	100070945
100069001	100069261	100069534	100069792	100070075	100070354	100070633	100070949
100069003	100069262	100069535	100069796	100070076	100070359	100070645	100070950
100069004	100069264	100069537	100069797	100070088	100070361	100070653	100070953
100069005	100069267	100069538	100069807	100070100	100070365	100070666	100070954
100069006	100069268	100069548	100069811	100070101	100070371	100070674	100070955
100069007	100069270	100069549	100069813	100070103	100070374	100070692	100070972
100069009	100069290	100069558	100069816	100070105	100070378	100070702	100070973
100069011	100069291	100069560	100069826	100070106	100070383	100070703	100070974
100069016	100069300	100069572	100069827	100070111	100070391	100070705	100070981
100069017	100069310	100069574	100069836	100070114	100070392	100070707	100070998
100069019	100069317	100069582	100069837	100070122	100070393	100070709	100070999
100069028	100069318	100069583	100069844	100070126	100070395	100070710	100071020
100069029	100069321	100069592	100069847	100070133	100070399	100070713	100071026
100069058	100069326	100069594	100069852	100070142	100070401	100070717	100071028
100069061	100069331	100069595	100069856	100070152	100070402	100070719	100071035
100069069	100069332	100069600	100069857	100070154	100070407	100070723	100071041
100069075	100069348	100069603	100069858	100070158	100070409	100070730	100071043
100069085	100069354	100069604	100069860	100070163	100070413	100070742	100071044
100069098	100069355	100069612	100069861	100070172	100070420	100070744	100071052
100069099	100069366	100069613	100069878	100070175	100070423	100070745	100071054
100069101	100069371	100069628	100069879	100070179	100070444	100070748	100071062
100069103	100069377	100069651	100069892	100070181	100070445	100070749	100071063
100069109	100069379	100069652	100069893	100070182	100070446	100070751	100071065
100069110	100069381	100069659	100069899	100070184	100070457	100070760	100071073
100069115	100069391	100069660	100069902	100070185	100070459	100070761	100071086
100069116	100069393	100069661	100069903	100070191	100070463	100070763	100071091
100069128	100069399	100069662	100069906	100070200	100070481	100070764	100071093
100069132	100069408	100069663	100069909	100070201	100070487	100070770	100071103

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100071114	100090042	100090353	100090565	100090858	100091139	100091346	100091568
100071119	100090053	100090354	100090566	100090860	100091140	100091347	100091575
100071122	100090055	100090357	100090567	100090874	100091158	100091348	100091582
100071124	1000900603	100090362	100090576	100090884	100091162	100091349	100091585
100071127	100090064	100090363	100090578	100090886	100091163	100091353	100091602
100071135	1000900689	100090364	100090580	100090887	100091164	100091354	100091604
100071137	100090074	100090365	100090581	100090888	100091165	100091355	100091607
100071138	100090080	100090366	100090582	100090899	100091166	100091356	100091613
100071144	100090086	100090367	100090593	100090903	100091167	100091357	100091620
100071146	100090087	100090368	100090594	100090904	100091169	100091358	100091622
100071147	100090092	100090369	100090608	100090905	100091170	100091359	100091625
100071148	100090094	100090370	100090627	100090906	100091171	100091360	100091631
100071150	100090118	100090372	100090631	100090909	100091177	100091361	100091632
100071151	100090128	100090378	100090634	100090912	100091178	100091366	100091645
100071153	100090129	100090380	100090643	100090913	100091181	100091368	100091649
100071154	100090131	100090384	100090644	100090936	100091184	100091369	100091650
100071157	100090137	100090386	100090650	100090940	100091187	100091377	100091651
100071159	100090138	100090387	100090652	100090953	100091196	100091387	100091652
100071166	100090148	100090389	100090656	100090954	100091199	100091392	100091653
100071178	100090149	100090394	100090679	100090959	100091200	100091403	100091654
100071179	100090152	100090399	100090680	100090963	100091204	100091406	100091656
100071196	100090161	100090400	100090693	100090970	100091208	100091408	100091659
100071198	100090170	100090402	100090701	100090971	100091215	100091409	100091663
100071203	100090172	100090405	100090702	100090973	100091220	100091413	100091673
100071207	100090174	100090408	100090705	100090977	100091223	100091416	100091678
100071208	100090175	100090409	100090706	100090993	100091224	100091417	100091679
100071210	100090176	100090410	100090709	100091000	100091225	100091420	100091680
100071214	100090183	100090411	100090713	100091004	100091227	100091421	100091681
100071215	100090185	100090412	100090714	100091009	100091228	100091423	100091682
100073059	100090188	100090422	100090717	100091010	100091230	100091424	100091687
100073060	100090190	100090457	100090718	100091011	100091237	100091435	100091699
100073062	100090191	100090465	100090719	100091012	100091244	100091437	100091702
100073068	100090196	100090467	100090720	100091013	100091246	100091446	100091718
100073072	100090198	100090468	100090724	100091017	100091250	100091467	100091720
100073073	100090199	100090469	100090727	100091024	100091251	100091469	100091721
100073074	100090200	100090480	100090729	100091025	100091252	100091487	100091727
100073075	100090201	100090483	100090730	100091026	100091253	100091494	100091746
100073080	100090232	100090485	100090731	100091027	100091254	100091495	100091747
100073084	100090233	100090486	100090732	100091032	100091255	100091498	100091748
100073086	100090239	100090497	100090737	100091036	100091258	100091499	100091749
100073088	100090252	100090503	100090741	100091057	100091259	100091500	100091753
100073093	100090253	100090504	100090744	100091060	100091264	100091501	100091754
100073095	100090256	100090506	100090747	100091061	100091265	100091503	100091758
100073096	100090262	100090508	100090749	100091070	100091267	100091506	100091766
100073097	100090263	100090509	100090753	100091077	100091271	100091507	100091773
100073098	100090264	100090510	100090754	100091078	100091272	100091509	100091775
100073100	100090265	100090512	100090755	100091079	100091273	100091521	100091783
100073104	100090267	100090513	100090756	100091087	100091274	100091522	100091785
100090000	100090268	100090519	100090757	100091094	100091286	100091523	100091786
1000900069	100090288	100090522	100090760	100091095	100091288	100091524	100091789
1000900088	100090289	100090534	100090777	100091096	100091292	100091527	100091790
100090013	100090301	100090535	100090778	100091097	100091293	100091532	100091797
100090015	100090305	100090536	100090780	100091106	100091312	100091533	100091799
100090021	100090311	100090537	100090797	100091110	100091313	100091537	100091800
100090024	100090312	100090538	100090801	100091113	100091314	100091538	100091804
100090026	100090313	100090543	100090806	100091116	100091315	100091539	100091807
1000900316	100090320	100090544	100090808	100091117	100091321	100091540	100091813
100090033	100090329	100090546	100090821	100091121	100091325	100091541	100091816
1000900341	100090332	100090552	100090823	100091122	100091334	100091544	100091817
1000900362	100090336	100090553	100090836	100091126	100091337	100091545	100091824
1000900386	100090344	100090555	100090844	100091127	100091340	100091558	100091825
1000900414	100090352	100090561	100090845	100091131	100091343	100091559	100091828

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100091843	100092148	100092434	100092723	100093073	100093372	100093677	100094013
100091854	100092150	100092435	100092724	100093081	100093387	100093678	100094014
100091858	100092178	100092437	100092735	100093085	100093390	100093683	100094026
100091859	100092182	100092447	100092736	100093091	100093391	100093695	100094027
100091864	100092183	100092450	100092738	100093092	100093395	100093701	100094039
100091872	100092196	100092478	100092746	100093094	100093397	100093707	100094048
100091873	100092200	100092482	100092748	100093096	100093398	100093708	100094052
100091874	100092201	100092483	100092749	100093097	100093399	100093718	100094054
100091880	100092202	100092502	100092751	100093099	100093409	100093719	100094069
100091881	100092210	100092506	100092754	100093107	100093410	100093726	100094070
100091885	100092212	100092509	100092758	100093119	100093421	100093732	100094085
100091886	100092214	100092510	100092782	100093122	100093422	100093742	100094089
100091887	100092220	100092511	100092785	100093124	100093429	100093745	100094096
100091899	100092227	100092512	100092786	100093132	100093433	100093748	100094100
100091903	100092232	100092516	100092790	100093143	100093434	100093758	100094101
100091904	100092234	100092518	100092791	100093146	100093435	100093760	100094115
100091905	100092235	100092519	100092792	100093149	100093439	100093761	100094117
100091907	100092236	100092520	100092794	100093153	100093441	100093774	100094118
100091909	100092237	100092530	100092795	100093163	100093444	100093779	100094123
100091911	100092239	100092531	100092802	100093168	100093447	100093781	100094124
100091915	100092261	100092533	100092818	100093169	100093451	100093782	100094125
100091916	100092280	100092536	100092821	100093171	100093455	100093787	100094130
100091920	100092281	100092538	100092836	100093172	100093472	100093790	100094138
100091923	100092283	100092542	100092837	100093203	100093481	100093795	100094140
100091925	100092287	100092557	100092858	100093204	100093482	100093817	100094165
100091928	100092299	100092561	100092860	100093209	100093498	100093823	100094166
100091934	100092300	100092562	100092861	100093210	100093499	100093827	100094173
100091937	100092302	100092563	100092872	100093216	100093500	100093847	100094177
100091944	100092309	100092567	100092876	100093233	100093501	100093848	100094178
100091949	100092311	100092568	100092877	100093237	100093506	100093852	100094179
100091960	100092315	100092585	100092878	100093242	100093511	100093853	100094180
100091963	100092316	100092589	100092887	100093243	100093517	100093857	100094182
100091984	100092317	100092591	100092895	100093253	100093521	100093859	100094198
100091993	100092321	100092597	100092897	100093254	100093524	100093869	100094202
100091999	100092323	100092604	100092898	100093256	100093530	100093870	100094203
100092002	100092325	100092606	100092899	100093266	100093535	100093873	100094211
100092024	100092326	100092615	100092900	100093267	100093541	100093874	100094212
100092026	100092330	100092616	100092911	100093270	100093545	100093891	100094214
100092032	100092334	100092625	100092915	100093274	100093551	100093899	100094217
100092041	100092335	100092632	100092919	100093275	100093563	100093906	100094231
100092042	100092340	100092650	100092921	100093279	100093568	100093909	100094233
100092073	100092348	100092652	100092924	100093280	100093574	100093916	100094234
100092075	100092353	100092657	100092925	100093284	100093576	100093920	100094244
100092076	100092354	100092658	100092928	100093288	100093578	100093921	100094249
100092083	100092365	100092659	100092929	100093291	100093580	100093926	100094257
100092085	100092369	100092668	100092932	100093295	100093584	100093928	100094258
100092086	100092375	100092673	100092943	100093296	100093590	100093938	100094259
100092089	100092377	100092675	100092944	100093299	100093602	100093940	100094264
100092091	100092380	100092679	100092946	100093303	100093610	100093942	100094266
100092093	100092381	100092680	100092962	100093308	100093611	100093944	100094276
100092094	100092384	100092681	100092963	100093314	100093615	100093945	100094277
100092097	100092385	100092682	100092985	100093316	100093616	100093952	100094279
100092107	100092389	100092686	100093004	100093317	100093617	100093956	100094283
100092109	100092390	100092690	100093005	100093328	100093626	100093957	100094284
100092112	100092393	100092695	100093010	100093329	100093627	100093958	100094285
100092116	100092399	100092697	100093018	100093343	100093638	100093969	100094286
100092133	100092400	100092701	100093019	100093357	100093640	100093973	100094288
100092135	100092407	100092713	100093028	100093361	100093642	100093979	100094289
100092136	100092414	100092715	100093029	100093364	100093648	100093983	100094304
100092137	100092419	100092717	100093037	100093365	100093657	100093996	100094309
100092138	100092420	100092719	100093038	100093367	100093662	100093999	100094310
100092140	100092427	100092722	100093044	100093369	100093663	100094002	100094311

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100094320	100094691	100094898	100095084	100095295	100095541	100095817	100096048
100094325	100094692	100094905	100095087	100095296	100095543	100095819	100096055
100094329	100094694	100094912	100095089	100095298	100095544	100095821	100096064
100094331	100094701	100094913	100095090	100095303	100095545	100095823	100096065
100094341	100094705	100094924	100095093	100095308	100095549	100095825	100096068
100094349	100094706	100094925	100095095	100095309	100095552	100095827	100096072
100094354	100094707	100094933	100095096	100095312	100095562	100095830	100096073
100094355	100094708	100094941	100095099	100095314	100095571	100095842	100096076
100094356	100094712	100094942	100095100	100095315	100095573	100095857	100096082
100094358	100094720	100094944	100095102	100095316	100095580	100095858	100096089
100094365	100094721	100094949	100095103	100095325	100095581	100095859	100096092
100094379	100094724	100094950	100095104	100095328	100095582	100095860	100096093
100094384	100094730	100094955	100095109	100095334	100095583	100095861	100096094
100094385	100094737	100094957	100095114	100095336	100095591	100095862	100096099
100094386	100094744	100094963	100095115	100095346	100095596	100095865	100096102
100094390	100094746	100094964	100095118	100095347	100095597	100095870	100096105
100094398	100094747	100094965	100095123	100095350	100095601	100095871	100096113
100094399	100094748	100094967	100095125	100095351	100095602	100095872	100096114
100094401	100094749	100094969	100095133	100095352	100095613	100095874	100096115
100094418	100094750	100094970	100095136	100095353	100095630	100095876	100096117
100094426	100094751	100094971	100095137	100095354	100095633	100095877	100096118
100094427	100094752	100094972	100095138	100095355	100095634	100095879	100096119
100094428	100094764	100094973	100095139	100095358	100095641	100095884	100096123
100094435	100094766	100094974	100095142	100095364	100095642	100095885	100096126
100094436	100094771	100094975	100095143	100095365	100095644	100095886	100096129
100094450	100094775	100094980	100095144	100095373	100095651	100095889	100096131
100094451	100094776	100094982	100095151	100095375	100095655	100095891	100096137
100094456	100094777	100094983	100095152	100095376	100095669	100095892	100096141
100094458	100094778	100094986	100095153	100095377	100095670	100095893	100096142
100094459	100094783	100094987	100095156	100095386	100095671	100095894	100096146
100094461	100094787	100094990	100095169	100095389	100095672	100095895	100096147
100094464	100094793	100094991	100095176	100095400	100095673	100095906	100096153
100094487	100094795	100094992	100095177	100095404	100095678	100095917	100096159
100094488	100094796	100094998	100095183	100095407	100095682	100095919	100096163
100094509	100094798	100094999	100095202	100095414	100095683	100095920	100096166
100094519	100094799	100095003	100095206	100095415	100095685	100095922	100096179
100094522	100094800	100095004	100095208	100095416	100095687	100095930	100096184
100094533	100094810	100095008	100095211	100095419	100095690	100095932	100096187
100094539	100094813	100095014	100095224	100095430	100095693	100095939	100096188
100094545	100094815	100095015	100095239	100095434	100095696	100095942	100096194
100094548	100094816	100095024	100095248	100095435	100095702	100095947	100096200
100094549	100094818	100095030	100095250	100095439	100095711	100095948	100096203
100094563	100094819	100095032	100095251	100095440	100095716	100095964	100096210
100094566	100094828	100095033	100095260	100095444	100095717	100095965	100096211
100094567	100094839	100095038	100095264	100095445	100095719	100095967	100096215
100094580	100094840	100095042	100095265	100095448	100095720	100095972	100096216
100094598	100094841	100095044	100095266	100095461	100095751	100095973	100096218
100094604	100094845	100095048	100095270	100095468	100095754	100095974	100096229
100094616	100094847	100095049	100095271	100095470	100095755	100095975	100096230
100094617	100094854	100095050	100095272	100095473	100095757	100095976	100096238
100094629	100094855	100095054	100095275	100095484	100095768	100095985	100096242
100094630	100094856	100095060	100095276	100095490	100095769	100095987	100096245
100094631	100094857	100095061	100095277	100095512	100095775	100096008	100096252
100094637	100094859	100095062	100095280	100095514	100095776	100096009	100096256
100094638	100094863	100095063	100095281	100095515	100095777	100096011	100096265
100094641	100094867	100095067	100095283	100095522	100095787	100096018	100096269
100094648	100094871	100095071	100095284	100095525	100095788	100096021	100096271
100094656	100094874	100095072	100095285	100095526	100095789	100096026	100096273
100094673	100094876	100095073	100095289	100095527	100095790	100096031	100096274
100094674	100094883	100095074	100095291	100095528	100095791	100096043	100096277
100094683	100094887	100095078	100095292	100095531	100095799	100096045	100096281
100094685	100094897	100095082	100095293	100095539	100095807	100096046	100096296

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

100096300	100096595	100096888	100097163	100097391	100097734	100097947	100098239
100096301	100096596	100096895	100097166	100097409	100097735	100097959	100098247
100096304	100096597	100096896	100097174	100097412	100097737	100097966	100098250
100096334	100096598	100096898	100097179	100097423	100097738	100097971	100098251
100096341	100096613	100096900	100097183	100097431	100097740	100097974	100098257
100096344	100096615	100096903	100097186	100097432	100097742	100097994	100098265
100096345	100096618	100096905	100097187	100097459	100097743	100097998	100098267
100096346	100096619	100096907	100097188	100097473	100097748	100097999	100098272
100096350	100096620	100096908	100097189	100097479	100097751	100098000	100098288
100096354	100096625	100096909	100097193	100097481	100097754	100098003	100098293
100096365	100096632	100096918	100097199	100097485	100097755	100098004	100098294
100096374	100096645	100096924	100097202	100097505	100097756	100098006	100098301
100096376	100096655	100096934	100097208	100097516	100097765	100098007	100098304
100096390	100096657	100096935	100097212	100097517	100097773	100098013	100098306
100096394	100096665	100096942	100097213	100097523	100097776	100098023	100098308
100096412	100096677	100096950	100097215	100097526	100097779	100098031	100098309
100096426	100096679	100096956	100097219	100097530	100097790	100098042	100098311
100096431	100096681	100096960	100097232	100097534	100097792	100098044	100098320
100096439	100096685	100096961	100097234	100097536	100097802	100098045	100098321
100096440	100096694	100096962	100097235	100097548	100097805	100098046	100098323
100096451	100096695	100096967	100097236	100097553	100097809	100098047	100098331
100096452	100096696	100096982	100097237	100097566	100097811	100098049	100098349
100096453	100096700	100096987	100097264	100097575	100097821	100098053	100098361
100096458	100096712	100096994	100097266	100097579	100097824	100098058	100098362
100096460	100096713	100097005	100097267	100097582	100097829	100098062	100098372
100096463	100096715	100097010	100097274	100097585	100097830	100098063	100098375
100096469	100096717	100097016	100097278	100097592	100097834	100098067	100098379
100096471	100096719	100097017	100097283	100097595	100097838	100098068	100098381
100096473	100096720	100097021	100097286	100097596	100097854	100098071	100098385
100096476	100096725	100097023	100097287	100097597	100097856	100098075	100098387
100096479	100096726	100097025	100097288	100097608	100097857	100098078	100098389
100096480	100096730	100097038	100097290	100097610	100097860	100098079	100098390
100096481	100096731	100097041	100097300	100097612	100097862	100098087	100098394
100096482	100096742	100097042	100097302	100097613	100097864	100098089	100098397
100096486	100096753	100097043	100097304	100097618	100097868	100098093	100098398
100096489	100096755	100097045	100097305	100097619	100097876	100098095	100098401
100096502	100096756	100097049	100097314	100097633	100097881	100098099	100098415
100096504	100096763	100097054	100097315	100097638	100097882	100098100	100098416
100096506	100096771	100097055	100097316	100097639	100097884	100098118	100098424
100096507	100096772	100097062	100097318	100097641	100097885	100098124	100098425
100096509	100096777	100097065	100097320	100097650	100097887	100098127	100098445
100096510	100096782	100097071	100097321	100097652	100097890	100098129	100098455
100096517	100096783	100097076	100097325	100097654	100097891	100098138	100098462
100096521	100096787	100097078	100097330	100097661	100097895	100098141	100098464
100096528	100096788	100097083	100097333	100097663	100097896	100098142	100098465
100096530	100096790	100097084	100097334	100097665	100097897	100098149	100098467
100096536	100096792	100097085	100097340	100097666	100097898	100098152	100098477
100096544	100096796	100097087	100097343	100097669	100097899	100098159	100098478
100096548	100096797	100097091	100097347	100097685	100097900	100098166	100098479
100096553	100096798	100097107	100097354	100097688	100097903	100098169	100098480
100096556	100096799	100097111	100097360	100097690	100097905	100098172	100098487
100096557	100096812	100097113	100097361	100097696	100097906	100098174	100098489
100096558	100096813	100097117	100097364	100097699	100097908	100098196	100098492
100096561	100096829	100097119	100097365	100097704	100097909	100098203	100098495
100096568	100096834	100097126	100097369	100097709	100097912	100098207	100098498
100096574	100096835	100097129	100097375	100097712	100097918	100098220	100098517
100096579	100096839	100097131	100097380	100097713	100097920	100098225	100098518
100096580	100096845	100097132	100097383	100097723	100097924	100098226	100098520
100096581	100096854	100097134	100097385	100097725	100097936	100098235	100098521
100096582	100096859	100097136	100097386	100097728	100097940	100098236	100098522
100096592	100096863	100097140	100097387	100097729	100097942	100098237	100098523
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100098536	100098873	100099214	100099502	100099819	100100104	100100423	100100697
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100098539	100098879	100099224	100099510	100099827	100100110	100100445	100100726
100098542	100098884	100099239	100099511	100099830	100100112	100100453	100100732
100098545	100098885	100099240	100099514	100099832	100100113	100100454	100100733
100098548	100098893	100099241	100099515	100099838	100100116	100100455	100100740
100098553	100098894	100099242	100099516	100099839	100100117	100100460	100100741
100098557	100098895	100099244	100099521	100099842	100100131	100100461	100100744
100098559	100098900	100099245	100099554	100099848	100100134	100100470	100100745
100098570	100098901	100099250	100099565	100099851	100100136	100100471	100100748
100098571	100098905	100099263	100099591	100099861	100100149	100100473	100100756
100098574	100098906	100099264	100099598	100099870	100100160	100100477	100100760
100098584	100098909	100099279	100099600	100099890	100100163	100100478	100100777
100098585	100098927	100099293	100099602	100099891	100100165	100100481	100100790
100098600	100098928	100099294	100099613	100099893	100100171	100100482	100100791
100098603	100098931	100099314	100099638	100099898	100100173	100100486	100100805
100098605	100098934	100099316	100099646	100099899	100100175	100100495	100100807
100098606	100098945	100099323	100099665	100099906	100100176	100100496	100100808
100098617	100098948	100099324	100099666	100099908	100100177	100100498	100100815
100098618	100098950	100099325	100099667	100099912	100100179	100100502	100100817
100098621	100098962	100099330	100099669	100099913	100100182	100100505	100100820
100098623	100098965	100099331	100099672	100099914	100100197	100100509	100100821
100098632	100098974	100099341	100099674	100099917	100100198	100100510	100100828
100098635	100098999	100099344	100099675	100099923	100100200	100100513	100100829
100098639	100099000	100099348	100099676	100099925	100100203	100100516	100100833
100098678	100099001	100099349	100099678	100099929	100100211	100100517	100100837
100098686	100099006	100099350	100099685	100099930	100100212	100100545	100100843
100098687	100099007	100099352	100099689	100099938	100100215	100100547	100100846
100098688	100099014	100099354	100099695	100099941	100100216	100100551	100100847
100098698	100099018	100099357	100099696	100099943	100100237	100100565	100100857
100098707	100099020	100099363	100099698	100099946	100100251	100100566	100100861
100098718	100099030	100099365	100099704	100099948	100100258	100100568	100100873
100098719	100099033	100099366	100099712	100099949	100100261	100100577	100100876
100098728	100099036	100099367	100099716	100099950	100100274	100100578	100100881
100098729	100099037	100099380	100099724	100099951	100100275	100100579	100100888
100098732	100099039	100099382	100099727	100100001	100100277	100100583	100100891
100098740	100099045	100099392	100099729	100100002	100100281	100100584	100100893
100098750	100099046	100099398	100099730	100100003	100100282	100100589	100100894
100098771	100099063	100099399	100099733	100100009	100100283	100100596	100100896
100098772	100099065	100099400	100099734	100100018	100100292	100100601	100100907
100098778	100099071	100099404	100099741	100100019	100100311	100100606	100100908
100098786	100099072	100099408	100099747	100100020	100100317	100100608	100100918
100098789	100099073	100099409	100099748	100100021	100100318	100100624	100100921
100098790	100099074	100099410	100099749	100100022	100100322	100100625	100100932
100098793	100099079	100099413	100099755	100100026	100100329	100100627	100100933
100098795	100099098	100099415	100099758	100100037	100100332	100100628	100100934
100098800	100099106	100099424	100099765	100100039	100100335	100100629	100100958
100098807	100099116	100099426	100099766	100100041	100100339	100100642	100100959
100098812	100099126	100099434	100099772	100100045	100100353	100100643	100100966
100098815	100099133	100099448	100099773	100100046	100100361	100100645	100100969
100098816	100099135	100099451	100099774	100100059	100100362	100100646	100100976
100098818	100099144	100099453	100099775	100100064	100100377	100100647	100100985
100098822	100099152	100099461	100099780	100100065	100100381	100100656	100100993
100098824	100099154	100099468	100099781	100100075	100100386	100100667	100100998
100098825	100099172	100099469	100099782	100100080	100100389	100100668	100101001
100098837	100099173	100099481	100099787	100100081	100100399	100100669	100101004
100098839	100099176	100099488	100099802	100100095	100100407	100100673	100101011
100098840	100099188	100099490	100099806	100100097	100100413	100100675	100101012
100098841	100099193	100099492	100099811	100100099	100100416	100100680	100101013
100098850	100099204	100099495	100099816	100100100	100100419	100100684	100101024
100098861	100099205	100099496	100099817	100100101	100100420	100100685	100101048
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100101053	100101350	100101607	100101927	100102329	100102636	10AL231489	10AL233856
100101061	100101351	100101615	100101945	100102330	100102638	10AL231490	10AL233857
100101062	100101352	100101616	100101948	100102331	100102641	10AL231639	10AL233896
100101063	100101363	100101636	100101959	100102332	100102649	10AL231647	10AL233933
100101080	100101364	100101647	100101960	100102335	100102657	10AL231798	10AL233992
100101082	100101366	100101655	100101974	100102336	100102658	10AL231828	10AL233993
100101087	100101367	100101666	100101979	100102339	100102659	10AL231965	10AL234076
100101099	100101368	100101668	100101984	100102343	100102666	10AL231969	10AL234090
100101111	100101384	100101669	100101985	100102355	100102668	10AL232007	10AL234112
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100101131	100101402	100101673	100102000	100102361	100102675	10AL232021	10AL234244
100101138	100101413	100101684	100102003	100102364	100102685	10AL232022	10AL234245
100101149	100101416	100101685	100102005	100102372	100102690	10AL232023	10AL234706
100101151	100101422	100101690	100102010	100102379	100102691	10AL232076	10AL234707
100101154	100101424	100101691	100102013	100102388	100102722	10AL232083	10AL234716
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100101158	100101433	100101695	100102025	100102392	100102731	10AL232099	10AL234772
100101160	100101435	100101705	100102045	100102398	100102732	10AL232156	10AL234866
100101172	100101437	100101709	100102046	100102399	100102735	10AL232184	10AL234899
100101173	100101441	100101710	100102064	100102404	100102740	10AL232275	10AL234958
100101175	100101442	100101713	100102065	100102411	100102745	10AL232284	10AL239076
100101178	100101443	100101725	100102068	100102412	100102746	10AL232290	10AL239103
100101180	100101452	100101738	100102071	100102413	100102749	10AL232363	10AL239125
100101196	100101456	100101742	100102080	100102414	100102760	10AL232364	10AL239159
100101209	100101460	100101743	100102091	100102417	100U158936	10AL232369	10AL239174
100101213	100101463	100101744	100102096	100102419	100U161432	10AL232371	10AL239206
100101221	100101466	100101745	100102097	100102421	100U164513	10AL232379	10AL239312
100101225	100101472	100101747	100102116	100102422	100U165660	10AL232380	10AL239510
100101226	100101479	100101748	100102135	100102425	100U165835	10AL232382	10AL239570
100101227	100101480	100101763	100102139	100102428	100U166040	10AL232404	10AL239597
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100101240	100101497	100101781	100102161	100102462	10AL229390	10AL232797	10AL239792
100101248	100101499	100101782	100102172	100102466	10AL229391	10AL232847	10AL239866
100101254	100101508	100101785	100102173	100102474	10AL229669	10AL232908	10AL239960
100101255	100101513	100101788	100102176	100102475	10AL229740	10AL232909	10AL250617
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100101258	100101515	100101795	100102182	100102481	10AL230038	10AL233127	10AL250650
100101264	100101522	100101796	100102189	100102495	10AL230055	10AL233227	10AL250657
100101270	100101523	100101797	100102197	100102503	10AL230073	10AL233228	10AL250707
100101271	100101526	100101798	100102223	100102504	10AL230183	10AL233249	10AL250770
100101275	100101544	100101803	100102230	100102511	10AL230428	10AL233282	10AL250781
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100101279	100101546	100101819	100102237	100102513	10AL230519	10AL233354	10AL250806
100101280	100101548	100101827	100102239	100102518	10AL230549	10AL233356	10AL250943
100101281	100101549	100101842	100102240	100102519	10AL230763	10AL233441	10AL251049
100101282	100101554	100101843	100102245	100102537	10AL230832	10AL233475	10AL251159
100101287	100101566	100101856	100102253	100102546	10AL230890	10AL233476	10AL251162
100101300	100101568	100101861	100102254	100102559	10AL230953	10AL233477	10AL251167
100101303	100101569	100101863	100102255	100102560	10AL230991	10AL233478	10AL251168
100101314	100101571	100101864	100102257	100102577	10AL231025	10AL233547	10AL251201
100101317	100101572	100101866	100102281	100102579	10AL231061	10AL233567	10AL251365
100101327	100101573	100101867	100102292	100102580	10AL231134	10AL233589	10AL251368
100101329	100101576	100101868	100102294	100102585	10AL231175	10AL233637	10AL251571
100101330	100101579	100101879	100102299	100102586	10AL231207	10AL233693	10AL251579
100101331	100101580	100101880	100102302	100102592	10AL231219	10AL233726	10AL251580
100101336	100101584	100101886	100102315	100102593	10AL231270	10AL233741	10AL251740
100101338	100101585	100101891	100102321	100102596	10AL231327	10AL233776	10AL251741
100101346	100101597	100101917	100102325	100102599	10AL231356	10AL233818	10AL251742
100101349	100101598	100101926	100102326	100102633	10AL231484	10AL233846	10AL251809

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10AL251856	10AL256091	10AL272455	10AL294674	10AL319618	10CH406471	10CH417924	10EZ424058
10AL252082	10AL256135	10AL272527	10AL294888	10AL319754	10CH406866	10CH417930	10EZ424059
10AL252136	10AL256137	10AL272639	10AL301084	10AL319771	10CH408040	10CH417945	10EZ424834
10AL252297	10AL256284	10AL272640	10AL301095	10AL319811	10CH408255	10CH418375	10EZ425102
10AL252432	10AL256341	10AL272778	10AL301096	10AL321227	10CH408256	10CH418376	10EZ425452
10AL252433	10AL256342	10AL272948	10AL301581	10AL321497	10CH408260	10CH418377	10EZ426428
10AL252670	10AL256343	10AL272958	10AL301627	10AL322620	10CH408266	10CH418735	10EZ426662
10AL252676	10AL256480	10AL272984	10AL301986	10AL322677	10CH408269	10CH418760	10EZ426672
10AL252789	10AL256563	10AL273029	10AL304039	10AL323868	10CH408431	10CH418770	10EZ426690
10AL252798	10AL256586	10AL273233	10AL304633	10AL323975	10CH408572	10CH419166	10EZ426812
10AL252800	10AL256587	10AL273234	10AL304700	10AL323996	10CH408598	10CH420683	10EZ427217
10AL252826	10AL256985	10AL273261	10AL304807	10AL324044	10CH408739	10CH421077	10EZ427218
10AL252967	10AL262251	10AL273350	10AL304827	10AL324045	10CH408744	10CH421082	10EZ427312
10AL253001	10AL262321	10AL273545	10AL304864	10AL326722	10CH408983	10CH422229	10EZ427313
10AL253108	10AL262418	10AL273799	10AL305012	10AL327512	10CH409071	10CH422576	10EZ428286
10AL253119	10AL262625	10AL274045	10AL305738	10AL329369	10CH409370	10CH422584	10EZ429412
10AL253132	10AL262731	10AL274067	10AL305937	10BC560817	10CH409704	10CH423191	10EZ430751
10AL253197	10AL262734	10AL274890	10AL306860	10CF420471	10CH409783	10CH423365	10EZ430766
10AL253249	10AL262749	10AL274891	10AL309168	10CF426441	10CH409998	10CH423369	10EZ430767
10AL253262	10AL262875	10AL275301	10AL309277	10CF437817	10CH410564	10CH423578	10EZ431143
10AL253475	10AL262957	10AL275367	10AL309298	10CF437819	10CH410565	10CH423746	10EZ431620
10AL253487	10AL262958	10AL275449	10AL309333	10CF438072	10CH411245	10CH424076	10EZ431621
10AL253565	10AL262959	10AL276142	10AL309615	10CG421996	10CH411251	10CH424204	10EZ431622
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10AL253625	10AL263184	10AL276532	10AL310006	10CH391797	10CH411273	10CH424843	10EZ432048
10AL253653	10AL263185	10AL277007	10AL310157	10CH393178	10CH411469	10CH425116	10EZ433659
10AL253661	10AL263422	10AL277157	10AL310223	10CH393179	10CH411582	10CH425149	10EZ434549
10AL253710	10AL263497	10AL277260	10AL310295	10CH393180	10CH412397	10CH425583	10EZ436228
10AL253759	10AL263724	10AL277589	10AL310509	10CH393181	10CH412437	10CH426038	10EZ436236
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10AL253893	10AL263778	10AL281441	10AL310518	10CH395293	10CH412602	10CH427745	10EZ436238
10AL253915	10AL263779	10AL282054	10AL310526	10CH397114	10CH412608	10CH427960	10EZ436240
10AL253937	10AL263804	10AL282059	10AL310527	10CH397339	10CH412951	10CH427961	10EZ440902
10AL253954	10AL263872	10AL282169	10AL310528	10CH398338	10CH413278	10CH427996	10EZ440903
10AL253955	10AL263925	10AL282234	10AL310713	10CH398919	10CH413286	10CH428254	10EZ442572
10AL254073	10AL263978	10AL282693	10AL311653	10CH398920	10CH413568	10CH428753	10EZ445101
10AL254207	10AL264189	10AL282694	10AL311886	10CH398921	10CH413669	10CH429119	10EZ445607
10AL254250	10AL264232	10AL283211	10AL314517	10CH399479	10CH413677	10CH429418	10EZ446226
10AL254387	10AL264339	10AL284260	10AL315154	10CH400522	10CH413685	10CH429422	10EZ447599
10AL254394	10AL264340	10AL284969	10AL315480	10CH400526	10CH413930	10CH429429	10EZ447693
10AL254450	10AL264368	10AL285857	10AL315577	10CH400619	10CH414264	10CH429997	10EZ448780
10AL254514	10AL264369	10AL285858	10AL316024	10CH400777	10CH414265	10CH429998	10EZ450778
10AL254577	10AL264469	10AL286245	10AL316025	10CH400862	10CH414427	10CH430039	10EZ450779
10AL254622	10AL264536	10AL290577	10AL316026	10CH401966	10CH414428	10CH430186	10EZ454820
10AL254647	10AL264573	10AL290578	10AL316042	10CH402742	10CH414465	10CH431108	10EZ455073
10AL254733	10AL264615	10AL290734	10AL316293	10CH403024	10CH414658	10CH431253	10EZ456925
10AL254771	10AL264685	10AL291044	10AL316650	10CH403532	10CH414660	10CH432036	10EZ461065
10AL254911	10AL264687	10AL291048	10AL316673	10CH403632	10CH415223	10CH432505	10EZ461294
10AL255001	10AL264883	10AL291216	10AL316674	10CH403643	10CH415229	10CH432506	10EZ464041
10AL255234	10AL270756	10AL291256	10AL316675	10CH404451	10CH415353	10CH437612	10EZ465270
10AL255400	10AL270903	10AL291262	10AL316988	10CH404452	10CH415359	10CH437834	10EZ465271
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10AL255519	10AL271519	10AL292204	10AL317338	10CH405012	10CH415392	10CH438616	10EZ465383
10AL255637	10AL271607	10AL292284	10AL317359	10CH405013	10CH416216	10CH438932	10EZ465403
10AL255799	10AL271760	10AL292750	10AL317414	10CH405612	10CH416258	10CH439461	10EZ468158
10AL255800	10AL271848	10AL292860	10AL317655	10CH406283	10CH416766	10CH439462	10EZ469788
10AL255814	10AL271891	10AL292893	10AL317931	10CH406284	10CH416775	10CS440355	10EZ471047
10AL255852	10AL272038	10AL292894	10AL318857	10CH406296	10CH416791	10CS486120	10EZ474633
10AL255853	10AL272128	10AL293498	10AL319385	10CH406405	10CH416792	10CS487613	10EZ481169
10AL255854	10AL272136	10AL293656	10AL319575	10CH406409	10CH417911	10CS495498	10EZ483891
10AL256090	10AL272228	10AL293929	10AL319576	10CH406410	10CH417916	10EI177250	10EZ484572

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10EZ487776	10L0394070	10L0412812	10L0418355	10L0423551	10L0427972	10L0431827	10L0436404
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10EZ488408	10L0395790	10L0413273	10L0418361	10L0423554	10L0428556	10L0431839	10L0436424
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10FI391541	10L0397866	10L0413502	10L0418387	10L0423755	10L0428786	10L0432529	10L0436433
10FI393140	10L0400514	10L0413662	10L0418398	10L0423756	10L0428918	10L0432535	10L0436434
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10FI394341	10L0400909	10L0414685	10L0418743	10L0424088	10L0429123	10L0433343	10L0436793
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10FI408403	10L0405742	10L0416754	10L0422497	10L0426681	10L0431149	10L0435726	10L0440268
10FI416272	10L0406262	10L0416755	10L0422566	10L0426813	10L0431273	10L0435730	10L0440271
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10L0460158	10L0461466	10L0465673	10L0471076	10L0475656	10L0479382	10L0484546	10L0487798
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10L0460179	10L0461553	10L0465699	10L0471154	10L0475717	10L0479421	10L0484567	10L0488122
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10L0460815	10L0461622	10L0468186	10L0473131	10L0477535	10L0479556	10L0484741	10L0489022
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10L0460846	10L0461643	10L0468609	10L0473175	10L0477566	10L0479606	10L0485087	10L0489034
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10L0489126	10L0490757	10L0492471	10L0501668	10L0502273	10L0503093	10L0503731	10L0504541
10L0489206	10L0490800	10L0492794	10L0501693	10L0502291	10L0503100	10L0503740	10L0504554
10L0489211	10L0490827	10L0492862	10L0501694	10L0502306	10L0503101	10L0503755	10L0504562
10L0489236	10L0490832	10L0494277	10L0501723	10L0502307	10L0503117	10L0503758	10L0504565
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10L0489238	10L0490860	10L0494616	10L0501761	10L0502329	10L0503124	10L0503771	10L0504620
10L0489271	10L0490898	10L0494816	10L0501798	10L0502335	10L0503126	10L0503776	10L0504639
10L0489272	10L0490905	10L0494970	10L0501799	10L0502353	10L0503156	10L0503803	10L0504670
10L0489275	10L0490963	10L0494971	10L0501802	10L0502355	10L0503157	10L0503819	10L0504674
10L0489369	10L0490984	10L0495002	10L0501813	10L0502358	10L0503200	10L0503820	10L0504676
10L0489428	10L0490985	10L0495044	10L0501818	10L0502359	10L0503202	10L0503835	10L0504677
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10L0490598	10L0492138	10L0501525	10L0502237	10L0503025	10L0503691	10L0504454	10L0505259
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10L0505289	10L0506155	10L0507248	10L0508300	10L0509765	10L0510898	10L0511738	10L0512467
10L0505295	10L0506166	10L0507261	10L0508350	10L0509842	10L0510918	10L0511772	10L0512479
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10L0505516	10L0506485	10L0507510	10L0508857	10L0510254	10L0511201	10L0512014	10LM396873
10L0505526	10L0506504	10L0507540	10L0508870	10L0510286	10L0511202	10L0512031	10LM399521
10L0505527	10L0506520	10L0507545	10L0508873	10L0510298	10L0511214	10L0512043	10LM399522
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10L0505578	10L0506626	10L0507603	10L0509019	10L0510334	10L0511268	10L0512052	10LM404202
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10L0505699	10L0506776	10L0507766	10L0509108	10L0510541	10L0511390	10L0512085	10LM409727
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10LP396892	10LP403213	10LP421419	10NJ248070	10NJ346763	10NJ357712	10NJ369719	10P0320798
10LP397030	10LP403255	10LP423835	10NJ248071	10NJ346940	10NJ358431	10NJ369796	10P0320997
10LP397041	10LP403256	10LP425070	10NJ248074	10NJ347145	10NJ358443	10NJ371334	10P0322092
10LP397143	10LP403901	10LP429740	10NJ257289	10NJ347604	10NJ358444	10NJ371915	10P0325469
10LP397253	10LP403904	10LP437533	10NJ257293	10NJ347815	10NJ358445	10NJ372629	10P0325470
10LP397261	10LP403905	10LP438114	10NJ258893	10NJ347921	10NJ358736	10NJ373286	10P0328067
10LP397269	10LP403911	10LP438299	10NJ258894	10NJ348227	10NJ358741	10NJ373774	10P0331889
10LP397296	10LP403912	10LP438351	10NJ259399	10NJ348450	10NJ358763	10NJ380711	10P0334382
10LP397584	10LP403915	10LR395588	10NJ259477	10NJ348451	10NJ358878	10O0277369	10P0343461
10LP398141	10LP403922	10LR396500	10NJ259523	10NJ348719	10NJ358879	10O0286513	10PC373473
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10PN301898	10PT242977	10PT247610	10PT259076	10PT260557	10PT269811	10PT270137	10PT294193
10PN301906	10PT242978	10PT247616	10PT259085	10PT260558	10PT269812	10PT270140	10PT294194
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10PN302029	10PT243003	10PT247675	10PT259099	10PT260644	10PT269820	10PT270161	10PT304252
10PN302078	10PT243004	10PT247688	10PT259234	10PT260645	10PT269831	10PT270167	10PT304865
10PN302128	10PT243005	10PT247689	10PT259310	10PT260647	10PT269833	10PT270170	10PT305043
10PN302144	10PT243007	10PT247694	10PT259311	10PT260652	10PT269843	10PT270183	10PT306707
10PN302169	10PT243009	10PT247776	10PT259343	10PT260655	10PT269856	10PT270184	10PT310882
10PN302193	10PT243030	10PT247785	10PT259357	10PT260700	10PT269860	10PT270186	10PT310934
10PN302219	10PT243032	10PT247786	10PT259383	10PT260789	10PT269862	10PT270195	10PT314705
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10PN302631	10PT243076	10PT254493	10PT259718	10PT261417	10PT269900	10PT280216	10PT318257
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10PT162563	10PT243146	10PT258479	10PT260378	10PT262035	10PT269964	10PT280316	10PT320643
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10PT325389	10PT326657	10PT327591	10PT328432	10PT329257	10PT330111	10PT330911	10PT331664
10PT325403	10PT326673	10PT327592	10PT328440	10PT329281	10PT330115	10PT330937	10PT331674
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10PT325455	10PT326731	10PT327606	10PT328484	10PT329312	10PT330143	10PT330988	10PT331782
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10PT325574	10PT326813	10PT327639	10PT328509	10PT329348	10PT330177	10PT331032	10PT331817
10PT325739	10PT326814	10PT327648	10PT328516	10PT329355	10PT330179	10PT331036	10PT331829
10PT325746	10PT326824	10PT327660	10PT328530	10PT329368	10PT330182	10PT331069	10PT331830
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10PT325791	10PT326829	10PT327664	10PT328560	10PT329372	10PT330217	10PT331099	10PT331847
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10PT325881	10PT326922	10PT327709	10PT328640	10PT329472	10PT330319	10PT331168	10PT331887
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10PT326118	10PT327156	10PT327817	10PT328768	10PT329652	10PT330558	10PT331289	10PT331981
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10PT326574	10PT327515	10PT328227	10PT329150	10PT330014	10PT330834	10PT331625	10PT332238
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10PT332327	10PT333126	10PT333817	10PT334584	10PT335248	10PT336421	10PT338786	10PT339638
10PT332328	10PT333136	10PT333851	10PT334585	10PT335251	10PT336423	10PT338804	10PT339657
10PT332340	10PT333156	10PT333856	10PT334592	10PT335280	10PT336425	10PT338809	10PT339660
10PT332342	10PT333159	10PT333860	10PT334593	10PT335285	10PT336426	10PT338817	10PT339673
10PT332374	10PT333172	10PT333861	10PT334601	10PT335288	10PT336427	10PT338823	10PT339687
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10PT332378	10PT333180	10PT333864	10PT334607	10PT335310	10PT336430	10PT338840	10PT339716
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10PT332418	10PT333259	10PT333888	10PT334645	10PT335353	10PT336477	10PT338883	10PT339831
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10PT332525	10PT333265	10PT333910	10PT334679	10PT335374	10PT336497	10PT338954	10PT339865
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10PT332626	10PT333330	10PT333920	10PT334696	10PT335384	10PT338061	10PT338994	10PT339947
10PT332647	10PT333338	10PT333942	10PT334716	10PT335429	10PT338076	10PT339023	10PT339949
10PT332650	10PT333355	10PT333947	10PT334727	10PT335440	10PT338078	10PT339024	10PT339971
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10PT332673	10PT333395	10PT334043	10PT334768	10PT335447	10PT338160	10PT339127	10PT342304
10PT332686	10PT333397	10PT334045	10PT334820	10PT335448	10PT338161	10PT339128	10PT342334
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10PT332707	10PT333427	10PT334150	10PT334878	10PT335454	10PT338249	10PT339194	10PT342361
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10PT332813	10PT333460	10PT334210	10PT334904	10PT336010	10PT338377	10PT339212	10PT342414
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10PT332853	10PT333489	10PT334226	10PT334952	10PT336036	10PT338383	10PT339217	10PT342449
10PT332854	10PT333530	10PT334260	10PT334973	10PT336039	10PT338401	10PT339266	10PT342454
10PT332855	10PT333545	10PT334261	10PT334974	10PT336045	10PT338440	10PT339290	10PT342455
10PT332861	10PT333546	10PT334268	10PT334983	10PT336152	10PT338444	10PT339297	10PT342456
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10PT332867	10PT333557	10PT334285	10PT334996	10PT336179	10PT338451	10PT339326	10PT342464
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10PT332911	10PT333624	10PT334298	10PT335036	10PT336198	10PT338480	10PT339355	10PT342500
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10PT332944	10PT333648	10PT334321	10PT335119	10PT336219	10PT338550	10PT339387	10PT342524
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10PT332991	10PT333652	10PT334371	10PT335122	10PT336235	10PT338576	10PT339412	10PT342537
10PT333010	10PT333666	10PT334383	10PT335127	10PT336237	10PT338580	10PT339416	10PT342538
10PT333022	10PT333681	10PT334407	10PT335137	10PT336250	10PT338631	10PT339421	10PT342598
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10PT333049	10PT333701	10PT334423	10PT335156	10PT336365	10PT338669	10PT339475	10PT342605
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10PT333051	10PT333743	10PT334435	10PT335180	10PT336376	10PT338715	10PT339530	10PT342665
10PT333052	10PT333753	10PT334457	10PT335193	10PT336380	10PT338730	10PT339542	10PT342677
10PT333057	10PT333756	10PT334524	10PT335217	10PT336383	10PT338734	10PT339554	10PT342686
10PT333058	10PT333788	10PT334537	10PT335218	10PT336385	10PT338754	10PT339561	10PT342706
10PT333073	10PT333789	10PT334564	10PT335219	10PT336399	10PT338755	10PT339590	10PT342711

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10PT342776	10PT343496	10PT344042	10PT345069	10PT345777	10PT346443	10PT347119	10PT347968
10PT342781	10PT343511	10PT344048	10PT345070	10PT345812	10PT346482	10PT347134	10PT347970
10PT342798	10PT343512	10PT344085	10PT345128	10PT345836	10PT346500	10PT347136	10PT347989
10PT342800	10PT343524	10PT344097	10PT345129	10PT345853	10PT346502	10PT347137	10PT347992
10PT342802	10PT343529	10PT344098	10PT345142	10PT345854	10PT346547	10PT347138	10PT347993
10PT342805	10PT343560	10PT344101	10PT345143	10PT345855	10PT346548	10PT347147	10PT347994
10PT342814	10PT343581	10PT344102	10PT345148	10PT345902	10PT346550	10PT347149	10PT347995
10PT342817	10PT343591	10PT344107	10PT345154	10PT345910	10PT346566	10PT347157	10PT347996
10PT342818	10PT343605	10PT344121	10PT345155	10PT345914	10PT346575	10PT347202	10PT347997
10PT342822	10PT343606	10PT344136	10PT345163	10PT345923	10PT346585	10PT347204	10PT348053
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10PT342850	10PT343629	10PT344277	10PT345171	10PT345938	10PT346598	10PT347220	10PT348060
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10PT342871	10PT343655	10PT344348	10PT345177	10PT345955	10PT346617	10PT347232	10PT348098
10PT342876	10PT343687	10PT344355	10PT345178	10PT345963	10PT346624	10PT347281	10PT348101
10PT342906	10PT343726	10PT344359	10PT345183	10PT345968	10PT346628	10PT347282	10PT348103
10PT342913	10PT343743	10PT344369	10PT345194	10PT345981	10PT346634	10PT347298	10PT348104
10PT342919	10PT343744	10PT344374	10PT345198	10PT345997	10PT346638	10PT347304	10PT348114
10PT342970	10PT343760	10PT344388	10PT345206	10PT346026	10PT346654	10PT347308	10PT348119
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10PT343071	10PT343813	10PT344539	10PT345363	10PT346083	10PT346740	10PT347412	10PT348221
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10PT343157	10PT343823	10PT344564	10PT345371	10PT346087	10PT346761	10PT347547	10PT348255
10PT343179	10PT343828	10PT344571	10PT345377	10PT346126	10PT346765	10PT347561	10PT348306
10PT343193	10PT343829	10PT344589	10PT345384	10PT346159	10PT346766	10PT347568	10PT348307
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10PT343239	10PT343871	10PT344630	10PT345464	10PT346258	10PT346817	10PT347632	10PT348421
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10PT343263	10PT343875	10PT344654	10PT345537	10PT346276	10PT346843	10PT347644	10PT348433
10PT343275	10PT343881	10PT344672	10PT345546	10PT346278	10PT346907	10PT347650	10PT348436
10PT343278	10PT343907	10PT344673	10PT345555	10PT346280	10PT346922	10PT347652	10PT348443
10PT343279	10PT343908	10PT344678	10PT345557	10PT346286	10PT346945	10PT347692	10PT348476
10PT343294	10PT343917	10PT344683	10PT345561	10PT346295	10PT346946	10PT347746	10PT348477
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10PT343372	10PT343962	10PT344757	10PT345649	10PT346329	10PT347000	10PT347852	10PT348525
10PT343389	10PT343963	10PT344791	10PT345653	10PT346346	10PT347024	10PT347855	10PT348526
10PT343393	10PT343964	10PT344795	10PT345654	10PT346350	10PT347027	10PT347861	10PT348527
10PT343408	10PT343965	10PT344805	10PT345661	10PT346351	10PT347034	10PT347872	10PT348546
10PT343417	10PT343967	10PT344807	10PT345679	10PT346352	10PT347070	10PT347881	10PT348548
10PT343418	10PT343974	10PT344870	10PT345680	10PT346366	10PT347090	10PT347885	10PT348561
10PT343421	10PT343979	10PT344876	10PT345691	10PT346367	10PT347091	10PT347886	10PT348566
10PT343422	10PT343980	10PT344888	10PT345692	10PT346377	10PT347092	10PT347887	10PT348572
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10PT343455	10PT343992	10PT344892	10PT345723	10PT346386	10PT347102	10PT347891	10PT348617
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10PT348640	10PT349096	10PT349731	10PT350250	10PT350845	10PT351547	10PT352171	10PT352662
10PT348645	10PT349123	10PT349733	10PT350266	10PT350846	10PT351562	10PT352179	10PT352664
10PT348648	10PT349127	10PT349734	10PT350271	10PT350848	10PT351571	10PT352180	10PT352695
10PT348670	10PT349136	10PT349735	10PT350308	10PT350915	10PT351575	10PT352197	10PT352696
10PT348674	10PT349146	10PT349736	10PT350309	10PT350933	10PT351576	10PT352198	10PT352720
10PT348685	10PT349169	10PT349740	10PT350310	10PT350938	10PT351577	10PT352224	10PT352757
10PT348692	10PT349170	10PT349741	10PT350320	10PT350940	10PT351578	10PT352231	10PT352758
10PT348699	10PT349195	10PT349743	10PT350351	10PT350941	10PT351582	10PT352232	10PT352763
10PT348701	10PT349196	10PT349756	10PT350362	10PT350942	10PT351590	10PT352236	10PT352822
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10PT348718	10PT349200	10PT349766	10PT350389	10PT351000	10PT351628	10PT352240	10PT352827
10PT348728	10PT349214	10PT349767	10PT350390	10PT351014	10PT351642	10PT352246	10PT352843
10PT348739	10PT349226	10PT349768	10PT350392	10PT351016	10PT351680	10PT352251	10PT352853
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10PT348768	10PT349243	10PT349787	10PT350400	10PT351027	10PT351708	10PT352257	10PT352889
10PT348771	10PT349267	10PT349795	10PT350401	10PT351029	10PT351714	10PT352330	10PT352897
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10PT348789	10PT349286	10PT349800	10PT350428	10PT351050	10PT351743	10PT352345	10PT352899
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10PT348809	10PT349331	10PT349807	10PT350438	10PT351116	10PT351763	10PT352364	10PT352909
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10PT348838	10PT349341	10PT349842	10PT350475	10PT351140	10PT351768	10PT352384	10PT352951
10PT348843	10PT349342	10PT349852	10PT350477	10PT351143	10PT351777	10PT352416	10PT352955
10PT348844	10PT349348	10PT349865	10PT350482	10PT351145	10PT351792	10PT352419	10PT352960
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10PT348889	10PT349396	10PT349922	10PT350493	10PT351176	10PT351821	10PT352437	10PT353009
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10PT348949	10PT349498	10PT350030	10PT350577	10PT351348	10PT351916	10PT352484	10PT353143
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10PT348968	10PT349503	10PT350081	10PT350637	10PT351371	10PT351918	10PT352517	10PT353145
10PT348969	10PT349505	10PT350082	10PT350640	10PT351385	10PT351939	10PT352519	10PT353168
10PT348975	10PT349515	10PT350093	10PT350641	10PT351404	10PT351940	10PT352542	10PT353173
10PT348989	10PT349528	10PT350096	10PT350646	10PT351420	10PT351945	10PT352554	10PT353181
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10PT348991	10PT349544	10PT350108	10PT350661	10PT351454	10PT352028	10PT352559	10PT353198
10PT348994	10PT349554	10PT350110	10PT350719	10PT351462	10PT352034	10PT352562	10PT353225
10PT348995	10PT349556	10PT350112	10PT350722	10PT351469	10PT352084	10PT352563	10PT353235
10PT349000	10PT349557	10PT350114	10PT350751	10PT351472	10PT352088	10PT352568	10PT353251
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10PT349041	10PT349617	10PT350140	10PT350787	10PT351516	10PT352110	10PT352603	10PT353313
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10PT349066	10PT349695	10PT350203	10PT350801	10PT351529	10PT352139	10PT352615	10PT353326
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

10PT353333	10PT354059	10PT354637	10PT355288	10PT355778	10PT356311	10PT357040	10PT357512
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10PT353353	10PT354067	10PT354707	10PT355309	10PT355796	10PT356328	10PT357051	10PT357525
10PT353374	10PT354077	10PT354708	10PT355313	10PT355802	10PT356329	10PT357054	10PT357542
10PT353375	10PT354079	10PT354767	10PT355314	10PT355803	10PT356342	10PT357088	10PT357548
10PT353379	10PT354084	10PT354775	10PT355315	10PT355823	10PT356362	10PT357090	10PT357552
10PT353396	10PT354088	10PT354787	10PT355316	10PT355825	10PT356391	10PT357108	10PT357575
10PT353397	10PT354110	10PT354788	10PT355317	10PT355853	10PT356401	10PT357133	10PT357584
10PT353399	10PT354111	10PT354789	10PT355323	10PT355883	10PT356434	10PT357134	10PT357587
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10PT353404	10PT354135	10PT354797	10PT355329	10PT355892	10PT356441	10PT357151	10PT357635
10PT353412	10PT354144	10PT354798	10PT355330	10PT355903	10PT356463	10PT357152	10PT357654
10PT353421	10PT354145	10PT354799	10PT355331	10PT355904	10PT356474	10PT357153	10PT357655
10PT353469	10PT354153	10PT354824	10PT355384	10PT355908	10PT356485	10PT357176	10PT357681
10PT353478	10PT354161	10PT354825	10PT355388	10PT355912	10PT356486	10PT357178	10PT357693
10PT353484	10PT354167	10PT354828	10PT355392	10PT355923	10PT356487	10PT357182	10PT357708
10PT353485	10PT354169	10PT354841	10PT355393	10PT355928	10PT356489	10PT357185	10PT357716
10PT353539	10PT354178	10PT354842	10PT355398	10PT355938	10PT356498	10PT357197	10PT357733
10PT353547	10PT354181	10PT354861	10PT355400	10PT355941	10PT356508	10PT357209	10PT357771
10PT353581	10PT354182	10PT354879	10PT355404	10PT355945	10PT356510	10PT357242	10PT357779
10PT353595	10PT354183	10PT354888	10PT355405	10PT355987	10PT356549	10PT357247	10PT357781
10PT353622	10PT354190	10PT354890	10PT355408	10PT355988	10PT356552	10PT357249	10PT357782
10PT353629	10PT354194	10PT354897	10PT355409	10PT355989	10PT356556	10PT357255	10PT357784
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10PT353648	10PT354206	10PT354899	10PT355429	10PT356012	10PT356574	10PT357258	10PT357804
10PT353662	10PT354212	10PT354900	10PT355443	10PT356013	10PT356580	10PT357265	10PT357811
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10PT353697	10PT354253	10PT354935	10PT355463	10PT356028	10PT356597	10PT357295	10PT357821
10PT353732	10PT354265	10PT354936	10PT355514	10PT356034	10PT356599	10PT357298	10PT357830
10PT353736	10PT354311	10PT354940	10PT355520	10PT356052	10PT356667	10PT357299	10PT357834
10PT353741	10PT354333	10PT354948	10PT355532	10PT356060	10PT356708	10PT357326	10PT357835
10PT353767	10PT354342	10PT354978	10PT355535	10PT356061	10PT356709	10PT357329	10PT357854
10PT353773	10PT354343	10PT354986	10PT355536	10PT356062	10PT356715	10PT357333	10PT357855
10PT353776	10PT354362	10PT355005	10PT355550	10PT356067	10PT356730	10PT357340	10PT357858
10PT353779	10PT354365	10PT355006	10PT355561	10PT356069	10PT356735	10PT357341	10PT357860
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10PT353781	10PT354379	10PT355041	10PT355571	10PT356082	10PT356737	10PT357362	10PT357868
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10PT353798	10PT354381	10PT355114	10PT355588	10PT356087	10PT356745	10PT357365	10PT357871
10PT353800	10PT354408	10PT355118	10PT355591	10PT356097	10PT356746	10PT357366	10PT357907
10PT353808	10PT354429	10PT355120	10PT355592	10PT356100	10PT356748	10PT357380	10PT357933
10PT353810	10PT354463	10PT355140	10PT355610	10PT356115	10PT356750	10PT357388	10PT357937
10PT353825	10PT354465	10PT355141	10PT355652	10PT356122	10PT356751	10PT357392	10PT357953
10PT353870	10PT354470	10PT355153	10PT355678	10PT356123	10PT356752	10PT357403	10PT357970
10PT353871	10PT354471	10PT355154	10PT355686	10PT356124	10PT356768	10PT357409	10PT357971
10PT353872	10PT354479	10PT355155	10PT355687	10PT356133	10PT356803	10PT357419	10PT357972
10PT353873	10PT354503	10PT355166	10PT355689	10PT356152	10PT356804	10PT357423	10PT357973
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10PT353893	10PT354510	10PT355169	10PT355692	10PT356204	10PT356839	10PT357428	10PT357982
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10PT353927	10PT354547	10PT355208	10PT355760	10PT356230	10PT356945	10PT357456	10PT358056
10PT354000	10PT354551	10PT355212	10PT355761	10PT356234	10PT356952	10PT357457	10PT358081
10PT354003	10PT354556	10PT355222	10PT355762	10PT356269	10PT356966	10PT357458	10PT358089
10PT354008	10PT354572	10PT355233	10PT355763	10PT356270	10PT356978	10PT357464	10PT358091
10PT354035	10PT354587	10PT355265	10PT355769	10PT356271	10PT356981	10PT357465	10PT358096
10PT354043	10PT354612	10PT355269	10PT355774	10PT356291	10PT356993	10PT357480	10PT358099
10PT354058	10PT354623	10PT355284	10PT355776	10PT356308	10PT356994	10PT357511	10PT358108

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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10PT358136	10PT358692	10PT359391	10PT360223	10PT360828	10PT361103	10PT361642	10PT362445
10PT358137	10PT358693	10PT359392	10PT360224	10PT360829	10PT361104	10PT361643	10PT362449
10PT358138	10PT358723	10PT359401	10PT360231	10PT360844	10PT361105	10PT361714	10PT362451
10PT358142	10PT358754	10PT359403	10PT360234	10PT360849	10PT361106	10PT361715	10PT362459
10PT358144	10PT358758	10PT359435	10PT360241	10PT360851	10PT361107	10PT361718	10PT362460
10PT358151	10PT358764	10PT359442	10PT360246	10PT360856	10PT361120	10PT361733	10PT362461
10PT358163	10PT358793	10PT359452	10PT360249	10PT360861	10PT361122	10PT361734	10PT362462
10PT358182	10PT358803	10PT359467	10PT360305	10PT360865	10PT361125	10PT361739	10PT362463
10PT358205	10PT358804	10PT359468	10PT360307	10PT360866	10PT361126	10PT361742	10PT362464
10PT358207	10PT358826	10PT359473	10PT360316	10PT360872	10PT361135	10PT361754	10PT362465
10PT358210	10PT358831	10PT359486	10PT360317	10PT360874	10PT361141	10PT361758	10PT362468
10PT358211	10PT358836	10PT359488	10PT360348	10PT360875	10PT361161	10PT361772	10PT362475
10PT358214	10PT358845	10PT359490	10PT360349	10PT360879	10PT361164	10PT361774	10PT362481
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10PT358275	10PT358858	10PT359501	10PT360409	10PT360888	10PT361174	10PT361793	10PT362498
10PT358278	10PT358866	10PT359518	10PT360412	10PT360889	10PT361181	10PT361856	10PT362499
10PT358288	10PT358870	10PT359521	10PT360430	10PT360890	10PT361183	10PT361857	10PT362500
10PT358297	10PT358872	10PT359522	10PT360460	10PT360891	10PT361185	10PT361860	10PT362651
10PT358316	10PT358873	10PT359531	10PT360464	10PT360893	10PT361188	10PT361861	10PT362653
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10PT358363	10PT358907	10PT359547	10PT360472	10PT360915	10PT361201	10PT361889	10PT362680
10PT358376	10PT358910	10PT359549	10PT360475	10PT360918	10PT361217	10PT361894	10PT362692
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10PT358428	10PT359004	10PT360020	10PT360480	10PT360921	10PT361302	10PT361915	10PT362701
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10PT358440	10PT359022	10PT360071	10PT360497	10PT360934	10PT361318	10PT361939	10PT362715
10PT358450	10PT359035	10PT360075	10PT360498	10PT360947	10PT361319	10PT361950	10PT362716
10PT358451	10PT359050	10PT360078	10PT360499	10PT360948	10PT361330	10PT361959	10PT362726
10PT358455	10PT359105	10PT360079	10PT360572	10PT360950	10PT361331	10PT361970	10PT362742
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10PT358494	10PT359144	10PT360129	10PT360638	10PT360971	10PT361350	10PT362081	10PT362802
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10PT358499	10PT359160	10PT360131	10PT360641	10PT360988	10PT361415	10PT362095	10PT362834
10PT358508	10PT359168	10PT360132	10PT360651	10PT360990	10PT361416	10PT362104	10PT362836
10PT358517	10PT359190	10PT360133	10PT360654	10PT360994	10PT361417	10PT362114	10PT362837
10PT358521	10PT359197	10PT360142	10PT360656	10PT360995	10PT361422	10PT362115	10PT362839
10PT358523	10PT359206	10PT360154	10PT360694	10PT361001	10PT361428	10PT362118	10PT362845
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10PT358608	10PT359216	10PT360161	10PT360724	10PT361042	10PT361485	10PT362255	10PT362894
10PT358609	10PT359217	10PT360166	10PT360732	10PT361043	10PT361491	10PT362270	10PT362895
10PT358617	10PT359226	10PT360168	10PT360735	10PT361045	10PT361499	10PT362293	10PT362955
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10PT358619	10PT359234	10PT360171	10PT360746	10PT361047	10PT361554	10PT362295	10PT362961
10PT358634	10PT359236	10PT360180	10PT360805	10PT361048	10PT361556	10PT362297	10PT362964
10PT358636	10PT359281	10PT360191	10PT360806	10PT361049	10PT361557	10PT362313	10PT362967
10PT358638	10PT359287	10PT360193	10PT360807	10PT361059	10PT361563	10PT362320	10PT362968
10PT358639	10PT359299	10PT360201	10PT360813	10PT361060	10PT361579	10PT362336	10PT362969
10PT358641	10PT359304	10PT360202	10PT360823	10PT361064	10PT361587	10PT362337	10PT362970
10PT358669	10PT359347	10PT360203	10PT360824	10PT361073	10PT361603	10PT362416	10PT362971
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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10PT363017	10PT363637	10PT364197	10PT364990	10PT365538	10PT366122	10PT366728	10PT367455
10PT363022	10PT363638	10PT364213	10PT364998	10PT365544	10PT366125	10PT366729	10PT367456
10PT363024	10PT363639	10PT364217	10PT364999	10PT365549	10PT366132	10PT366737	10PT367462
10PT363034	10PT363640	10PT364222	10PT365000	10PT365572	10PT366133	10PT366742	10PT367464
10PT363036	10PT363643	10PT364223	10PT365002	10PT365573	10PT366134	10PT366745	10PT367520
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10PT363126	10PT363759	10PT364238	10PT365017	10PT365589	10PT366144	10PT366758	10PT367534
10PT363135	10PT363764	10PT364244	10PT365046	10PT365597	10PT366145	10PT366760	10PT367535
10PT363144	10PT363766	10PT364245	10PT365062	10PT365609	10PT366148	10PT366764	10PT367537
10PT363157	10PT363779	10PT364381	10PT365080	10PT365617	10PT366155	10PT366777	10PT367541
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10PT363328	10PT363922	10PT364583	10PT365241	10PT365731	10PT366350	10PT366938	10PT367685
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10PT363340	10PT363927	10PT364603	10PT365254	10PT365851	10PT366360	10PT366950	10PT367696
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10PT363543	10PT364074	10PT364715	10PT365474	10PT365962	10PT366547	10PT367237	10PT367874
10PT363544	10PT364075	10PT364734	10PT365478	10PT365965	10PT366559	10PT367238	10PT367891
10PT363545	10PT364090	10PT364735	10PT365481	10PT365969	10PT366588	10PT367240	10PT367892
10PT363601	10PT364100	10PT364737	10PT365489	10PT365986	10PT366603	10PT367259	10PT367900
10PT363604	10PT364156	10PT364740	10PT365514	10PT366052	10PT366605	10PT367281	10PT367901
10PT363605	10PT364158	10PT364741	10PT365521	10PT366056	10PT366616	10PT367282	10PT367908
10PT363613	10PT364159	10PT364749	10PT365522	10PT366080	10PT366629	10PT367291	10PT367911
10PT363616	10PT364160	10PT364750	10PT365525	10PT366084	10PT366632	10PT367292	10PT367914
10PT363618	10PT364161	10PT364928	10PT365526	10PT366086	10PT366636	10PT367295	10PT367921
10PT363620	10PT364171	10PT364933	10PT365528	10PT366092	10PT366637	10PT367312	10PT367922
10PT363621	10PT364176	10PT364951	10PT365529	10PT366101	10PT366709	10PT367324	10PT367925
10PT363622	10PT364177	10PT364952	10PT365530	10PT366102	10PT366715	10PT367348	10PT367929
10PT363635	10PT364183	10PT364983	10PT365532	10PT366103	10PT366723	10PT367350	10PT367939

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

10PT367941	10PT368392	10PT368929	10PT369576	10PT371497	10PT371978	10PT372575	10PT373014
10PT367942	10PT368395	10PT368930	10PT369585	10PT371505	10PT371979	10PT372576	10PT373015
10PT367943	10PT368398	10PT368931	10PT369596	10PT371512	10PT371980	10PT372585	10PT373016
10PT367948	10PT368406	10PT368936	10PT369597	10PT371521	10PT372010	10PT372592	10PT373023
10PT367949	10PT368410	10PT368937	10PT369602	10PT371533	10PT372016	10PT372635	10PT373024
10PT367950	10PT368411	10PT368944	10PT369603	10PT371536	10PT372023	10PT372636	10PT373043
10PT367954	10PT368446	10PT368966	10PT369604	10PT371538	10PT372025	10PT372637	10PT373151
10PT367956	10PT368561	10PT368971	10PT369611	10PT371540	10PT372026	10PT372638	10PT373153
10PT367960	10PT368565	10PT368976	10PT369673	10PT371541	10PT372033	10PT372652	10PT373157
10PT367961	10PT368566	10PT368979	10PT369674	10PT371542	10PT372041	10PT372653	10PT373159
10PT367971	10PT368574	10PT368995	10PT369701	10PT371543	10PT372048	10PT372654	10PT373166
10PT367973	10PT368575	10PT368996	10PT369703	10PT371544	10PT372057	10PT372655	10PT373168
10PT367974	10PT368587	10PT368997	10PT369704	10PT371553	10PT372062	10PT372656	10PT373169
10PT367988	10PT368594	10PT369008	10PT369706	10PT371554	10PT372063	10PT372658	10PT373171
10PT368014	10PT368603	10PT369014	10PT369707	10PT371555	10PT372065	10PT372661	10PT373172
10PT368023	10PT368605	10PT369015	10PT369710	10PT371560	10PT372067	10PT372667	10PT373175
10PT368024	10PT368614	10PT369020	10PT369733	10PT371596	10PT372068	10PT372679	10PT373179
10PT368029	10PT368624	10PT369021	10PT369734	10PT371598	10PT372072	10PT372684	10PT373185
10PT368030	10PT368631	10PT369038	10PT369755	10PT371601	10PT372073	10PT372685	10PT373193
10PT368036	10PT368632	10PT369039	10PT369757	10PT371602	10PT372074	10PT372687	10PT373194
10PT368051	10PT368633	10PT369078	10PT369758	10PT371610	10PT372083	10PT372689	10PT373204
10PT368054	10PT368644	10PT369079	10PT369764	10PT371611	10PT372086	10PT372691	10PT373245
10PT368061	10PT368649	10PT369096	10PT369773	10PT371614	10PT372088	10PT372693	10PT373246
10PT368064	10PT368656	10PT369097	10PT369774	10PT371635	10PT372091	10PT372695	10PT373259
10PT368068	10PT368658	10PT369103	10PT369775	10PT371636	10PT372093	10PT372698	10PT373263
10PT368069	10PT368666	10PT369106	10PT369776	10PT371638	10PT372094	10PT372709	10PT373267
10PT368077	10PT368667	10PT369122	10PT369777	10PT371639	10PT372307	10PT372710	10PT373273
10PT368079	10PT368668	10PT369124	10PT369790	10PT371643	10PT372310	10PT372711	10PT373277
10PT368087	10PT368669	10PT369128	10PT369794	10PT371647	10PT372333	10PT372712	10PT373294
10PT368097	10PT368671	10PT369137	10PT369813	10PT371677	10PT372335	10PT372719	10PT373295
10PT368098	10PT368680	10PT369143	10PT369818	10PT371679	10PT372344	10PT372727	10PT373296
10PT368202	10PT368685	10PT369144	10PT369819	10PT371680	10PT372348	10PT372733	10PT373335
10PT368211	10PT368690	10PT369145	10PT369821	10PT371689	10PT372349	10PT372742	10PT373337
10PT368214	10PT368693	10PT369147	10PT369822	10PT371801	10PT372350	10PT372743	10PT373458
10PT368222	10PT368703	10PT369158	10PT369828	10PT371804	10PT372351	10PT372745	10PT373460
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10PT368233	10PT368719	10PT369169	10PT369838	10PT371812	10PT372354	10PT372869	10PT373471
10PT368237	10PT368721	10PT369175	10PT369848	10PT371813	10PT372358	10PT372871	10PT373605
10PT368239	10PT368724	10PT369179	10PT369849	10PT371829	10PT372363	10PT372875	10PT373623
10PT368240	10PT368725	10PT369186	10PT369850	10PT371838	10PT372369	10PT372876	10PT373636
10PT368244	10PT368730	10PT369192	10PT369869	10PT371844	10PT372375	10PT372879	10PT373637
10PT368246	10PT368731	10PT369197	10PT369870	10PT371850	10PT372382	10PT372886	10PT373645
10PT368264	10PT368748	10PT369199	10PT369893	10PT371858	10PT372383	10PT372887	10PT373646
10PT368268	10PT368757	10PT369200	10PT369897	10PT371861	10PT372385	10PT372893	10PT373650
10PT368273	10PT368758	10PT369321	10PT371314	10PT371864	10PT372386	10PT372906	10PT373655
10PT368286	10PT368762	10PT369325	10PT371322	10PT371866	10PT372387	10PT372933	10PT373659
10PT368294	10PT368771	10PT369333	10PT371329	10PT371867	10PT372390	10PT372935	10PT373678
10PT368296	10PT368772	10PT369334	10PT371330	10PT371877	10PT372391	10PT372938	10PT373694
10PT368300	10PT368773	10PT369353	10PT371344	10PT371886	10PT372415	10PT372939	10PT373709
10PT368302	10PT368775	10PT369357	10PT371348	10PT371887	10PT372419	10PT372944	10PT373712
10PT368325	10PT368778	10PT369365	10PT371451	10PT371890	10PT372430	10PT372945	10PT373713
10PT368326	10PT368784	10PT369395	10PT371452	10PT371891	10PT372434	10PT372959	10PT373715
10PT368329	10PT368790	10PT369504	10PT371454	10PT371892	10PT372436	10PT372960	10PT373718
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10PT368347	10PT368906	10PT369534	10PT371474	10PT371901	10PT372446	10PT372970	10PT373737
10PT368348	10PT368908	10PT369535	10PT371478	10PT371906	10PT372447	10PT372985	10PT373738
10PT368351	10PT368915	10PT369536	10PT371479	10PT371925	10PT372448	10PT372991	10PT373741
10PT368352	10PT368916	10PT369547	10PT371486	10PT371927	10PT372556	10PT373002	10PT373757
10PT368355	10PT368918	10PT369549	10PT371487	10PT371948	10PT372566	10PT373003	10PT373760
10PT368356	10PT368919	10PT369550	10PT371488	10PT371956	10PT372568	10PT373004	10PT373761
10PT368362	10PT368924	10PT369556	10PT371491	10PT371966	10PT372570	10PT373005	10PT373767
10PT368376	10PT368926	10PT369574	10PT371492	10PT371975	10PT372572	10PT373006	10PT373771

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

10PT373781	10PT374439	10PT380000	10PT380540	10PT381278	10PT382050	10PT382581	10PT383390
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10PT373791	10PT374442	10PT380017	10PT380548	10PT381283	10PT382067	10PT382608	10PT383396
10PT373792	10PT374443	10PT380023	10PT380551	10PT381287	10PT382068	10PT382610	10PT383397
10PT373796	10PT374444	10PT380024	10PT380564	10PT381298	10PT382071	10PT382611	10PT383408
10PT373799	10PT374459	10PT380025	10PT380574	10PT381299	10PT382072	10PT382640	10PT383421
10PT373801	10PT374460	10PT380026	10PT380576	10PT381306	10PT382073	10PT382649	10PT383422
10PT373802	10PT374468	10PT380030	10PT380588	10PT381307	10PT382083	10PT382650	10PT383425
10PT373804	10PT374475	10PT380043	10PT380594	10PT381310	10PT382086	10PT382651	10PT383427
10PT373805	10PT374477	10PT380059	10PT380717	10PT381314	10PT382093	10PT382652	10PT383428
10PT373824	10PT374479	10PT380060	10PT380724	10PT381317	10PT382094	10PT382654	10PT383443
10PT373834	10PT374480	10PT380070	10PT380743	10PT381338	10PT382097	10PT382655	10PT383445
10PT373836	10PT374483	10PT380079	10PT380751	10PT381345	10PT382098	10PT382656	10PT383458
10PT373840	10PT374484	10PT380080	10PT380752	10PT381453	10PT382099	10PT382665	10PT383461
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10PT373853	10PT374514	10PT380084	10PT380758	10PT381456	10PT382137	10PT382670	10PT383622
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10PT373892	10PT374521	10PT380096	10PT380766	10PT381473	10PT382151	10PT382681	10PT383630
10PT373899	10PT374522	10PT380255	10PT380767	10PT381480	10PT382152	10PT382691	10PT383631
10PT374123	10PT374523	10PT380256	10PT380770	10PT381502	10PT382159	10PT382696	10PT383632
10PT374124	10PT374529	10PT380257	10PT380773	10PT381505	10PT382160	10PT382699	10PT383633
10PT374128	10PT374530	10PT380258	10PT380778	10PT381506	10PT382161	10PT382720	10PT383636
10PT374133	10PT374532	10PT380278	10PT380920	10PT381507	10PT382165	10PT382871	10PT383652
10PT374134	10PT374533	10PT380279	10PT380924	10PT381509	10PT382181	10PT382872	10PT383654
10PT374137	10PT374542	10PT380282	10PT380935	10PT381511	10PT382184	10PT382873	10PT383805
10PT374139	10PT374555	10PT380287	10PT380941	10PT381512	10PT382185	10PT382875	10PT383806
10PT374145	10PT374562	10PT380300	10PT380942	10PT381515	10PT382229	10PT382888	10PT383817
10PT374147	10PT374568	10PT380301	10PT380943	10PT381517	10PT382231	10PT382889	10PT383836
10PT374152	10PT374577	10PT380303	10PT380947	10PT381520	10PT382233	10PT382891	10PT383837
10PT374161	10PT374581	10PT380311	10PT380948	10PT381523	10PT382236	10PT383033	10PT383853
10PT374164	10PT374582	10PT380315	10PT380960	10PT381528	10PT382239	10PT383034	10PT383855
10PT374166	10PT374590	10PT380317	10PT380969	10PT381530	10PT382249	10PT383040	10PT383856
10PT374168	10PT374592	10PT380320	10PT380970	10PT381532	10PT382256	10PT383044	10PT383871
10PT374185	10PT374718	10PT380325	10PT380991	10PT381533	10PT382295	10PT383069	10PT383872
10PT374199	10PT374723	10PT380326	10PT381005	10PT381656	10PT382299	10PT383079	10PT383878
10PT374201	10PT374727	10PT380339	10PT381012	10PT381658	10PT382319	10PT383081	10PT383882
10PT374208	10PT374735	10PT380341	10PT381013	10PT381660	10PT382336	10PT383086	10PT383886
10PT374212	10PT374738	10PT380354	10PT381021	10PT381664	10PT382337	10PT383087	10PT383887
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10PT374219	10PT374743	10PT380368	10PT381039	10PT381707	10PT382349	10PT383093	10PT383898
10PT374222	10PT374745	10PT380369	10PT381043	10PT381752	10PT382350	10PT383116	10PT383900
10PT374237	10PT374746	10PT380370	10PT381045	10PT381757	10PT382455	10PT383119	10PT383902
10PT374238	10PT374747	10PT380383	10PT381046	10PT381763	10PT382456	10PT383138	10PT383934
10PT374246	10PT374756	10PT380386	10PT381050	10PT381770	10PT382465	10PT383141	10PT383940
10PT374249	10PT374762	10PT380388	10PT381160	10PT381786	10PT382466	10PT383143	10PT383942
10PT374352	10PT374775	10PT380389	10PT381176	10PT381790	10PT382467	10PT383144	10PT383950
10PT374355	10PT374778	10PT380390	10PT381185	10PT381791	10PT382483	10PT383151	10PT384052
10PT374358	10PT374782	10PT380394	10PT381195	10PT381795	10PT382487	10PT383152	10PT384076
10PT374363	10PT374787	10PT380396	10PT381198	10PT381812	10PT382511	10PT383159	10PT384077
10PT374368	10PT374907	10PT380399	10PT381203	10PT381814	10PT382527	10PT383160	10PT384079
10PT374370	10PT374915	10PT380509	10PT381204	10PT381839	10PT382528	10PT383191	10PT384082
10PT374384	10PT374930	10PT380512	10PT381210	10PT381845	10PT382533	10PT383309	10PT384086
10PT374409	10PT374933	10PT380513	10PT381215	10PT381848	10PT382534	10PT383313	10PT384090
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10PT374414	10PT374973	10PT380519	10PT381227	10PT381865	10PT382540	10PT383320	10PT384100
10PT374419	10PT374977	10PT380521	10PT381232	10PT381866	10PT382549	10PT383328	10PT384104
10PT374421	10PT374983	10PT380522	10PT381236	10PT381868	10PT382555	10PT383344	10PT384114
10PT374422	10PT374990	10PT380523	10PT381258	10PT381871	10PT382557	10PT383352	10PT384116
10PT374423	10PT374991	10PT380529	10PT381262	10PT381876	10PT382574	10PT383353	10PT384132
10PT374426	10PT374993	10PT380530	10PT381266	10PT381879	10PT382575	10PT383384	10PT384135
10PT374434	10PT374994	10PT380535	10PT381268	10PT381884	10PT382576	10PT383387	10PT384146

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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10PT384262	10PT385010	10PT386736	10PT387903	10PT388727	10PT389662	10PT390565	10PT391577
10PT384264	10PT385012	10PT386951	10PT387913	10PT388750	10PT389664	10PT390568	10PT391578
10PT384268	10PT385016	10PT386954	10PT387915	10PT388867	10PT389672	10PT390573	10PT391579
10PT384274	10PT385017	10PT387223	10PT387919	10PT388869	10PT389678	10PT390575	10PT391580
10PT384281	10PT385019	10PT387225	10PT387920	10PT388874	10PT389679	10PT390576	10PT391582
10PT384284	10PT385020	10PT387229	10PT387929	10PT388876	10PT389683	10PT390600	10PT391587
10PT384285	10PT385045	10PT387251	10PT387941	10PT388877	10PT389692	10PT390701	10PT391595
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10PT384295	10PT385076	10PT387253	10PT388021	10PT388889	10PT389812	10PT390712	10PT391754
10PT384296	10PT385077	10PT387259	10PT388042	10PT388892	10PT389813	10PT390713	10PT391755
10PT384312	10PT385088	10PT387275	10PT388155	10PT388899	10PT389824	10PT390714	10PT391758
10PT384333	10PT385091	10PT387276	10PT388173	10PT388903	10PT389826	10PT390732	10PT391759
10PT384377	10PT385112	10PT387277	10PT388180	10PT388905	10PT389829	10PT390740	10PT391760
10PT384451	10PT385124	10PT387295	10PT388181	10PT388923	10PT389830	10PT390741	10PT391763
10PT384452	10PT385126	10PT387350	10PT388185	10PT388926	10PT389853	10PT390753	10PT391765
10PT384453	10PT385127	10PT387351	10PT388186	10PT389007	10PT389859	10PT390766	10PT391767
10PT384459	10PT385129	10PT387357	10PT388190	10PT389020	10PT389860	10PT390767	10PT391770
10PT384465	10PT385135	10PT387359	10PT388193	10PT389034	10PT389864	10PT390775	10PT391775
10PT384466	10PT385140	10PT387361	10PT388200	10PT389049	10PT389865	10PT390778	10PT391776
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10PT384553	10PT385146	10PT387364	10PT388260	10PT389061	10PT389886	10PT390823	10PT391802
10PT384568	10PT385262	10PT387365	10PT388266	10PT389065	10PT389888	10PT390829	10PT391827
10PT384569	10PT385267	10PT387368	10PT388271	10PT389068	10PT389891	10PT390837	10PT391828
10PT384570	10PT385275	10PT387376	10PT388273	10PT389071	10PT390105	10PT390843	10PT391830
10PT384589	10PT385281	10PT387518	10PT388274	10PT389085	10PT390134	10PT390845	10PT391840
10PT384753	10PT385283	10PT387522	10PT388276	10PT389095	10PT390141	10PT390969	10PT391841
10PT384754	10PT385284	10PT387524	10PT388277	10PT389098	10PT390152	10PT390980	10PT391843
10PT384755	10PT385292	10PT387534	10PT388278	10PT389206	10PT390157	10PT390981	10PT391850
10PT384757	10PT385293	10PT387535	10PT388281	10PT389229	10PT390164	10PT390984	10PT391963
10PT384759	10PT385295	10PT387549	10PT388299	10PT389231	10PT390168	10PT391000	10PT391964
10PT384761	10PT385444	10PT387553	10PT388304	10PT389235	10PT390188	10PT391006	10PT391976
10PT384763	10PT385448	10PT387574	10PT388308	10PT389241	10PT390189	10PT391023	10PT391980
10PT384764	10PT385449	10PT387579	10PT388309	10PT389242	10PT390190	10PT391033	10PT391981
10PT384765	10PT385450	10PT387583	10PT388310	10PT389250	10PT390191	10PT391034	10PT391986
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10PT384774	10PT385467	10PT387588	10PT388312	10PT389319	10PT390215	10PT391153	10PT392012
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10PT384805	10PT385480	10PT387723	10PT388391	10PT389428	10PT390266	10PT391334	10PT392156
10PT384808	10PT385734	10PT387730	10PT388394	10PT389436	10PT390269	10PT391339	10PT392157
10PT384809	10PT385737	10PT387743	10PT388397	10PT389439	10PT390282	10PT391357	10PT392158
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10PT384828	10PT385763	10PT387824	10PT388540	10PT389581	10PT390401	10PT391397	10PT392169
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10PT384840	10PT386086	10PT387844	10PT388547	10PT389610	10PT390419	10PT391511	10PT392190
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10PT384854	10PT386276	10PT387860	10PT388560	10PT389623	10PT390421	10PT391517	10PT392243
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10PT384866	10PT386444	10PT387868	10PT388599	10PT389636	10PT390423	10PT391534	10PT392252
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10PT384881	10PT386681	10PT387883	10PT388702	10PT389654	10PT390450	10PT391558	10PT392286
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

10PT392296	10PT393118	10PT393878	10PT394701	10PT395359	10PT396508	10PT397504	10PT398287
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10PT392405	10PT393124	10PT393882	10PT394721	10PT395375	10PT396516	10PT397519	10PT398330
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10PT392420	10PT393143	10PT394021	10PT394758	10PT395506	10PT396523	10PT397533	10PT398350
10PT392421	10PT393144	10PT394031	10PT394771	10PT395507	10PT396535	10PT397534	10PT398475
10PT392431	10PT393159	10PT394032	10PT394773	10PT395514	10PT396546	10PT397538	10PT398478
10PT392432	10PT393163	10PT394033	10PT394783	10PT395517	10PT396547	10PT397539	10PT398479
10PT392436	10PT393164	10PT394036	10PT394784	10PT395518	10PT396651	10PT397543	10PT398487
10PT392437	10PT393169	10PT394037	10PT394802	10PT395529	10PT396659	10PT397555	10PT398491
10PT392438	10PT393170	10PT394045	10PT394805	10PT395549	10PT396681	10PT397558	10PT398494
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10PT392605	10PT393369	10PT394174	10PT394892	10PT395779	10PT397034	10PT397615	10PT398580
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10PT392621	10PT393401	10PT394185	10PT395017	10PT395807	10PT397043	10PT397789	10PT398589
10PT392622	10PT393404	10PT394186	10PT395018	10PT395808	10PT397060	10PT397802	10PT398593
10PT392626	10PT393405	10PT394195	10PT395024	10PT395814	10PT397071	10PT397806	10PT398711
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10PT392891	10PT393682	10PT394499	10PT395123	10PT396262	10PT397252	10PT397893	10PT398963
10PT392892	10PT393684	10PT394501	10PT395146	10PT396274	10PT397257	10PT397906	10PT398974
10PT392897	10PT393695	10PT394502	10PT395251	10PT396282	10PT397262	10PT397908	10PT398995
10PT392904	10PT393699	10PT394528	10PT395264	10PT396285	10PT397263	10PT397937	10PT398998
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10PT393103	10PT393860	10PT394551	10PT395328	10PT396480	10PT397341	10PT398263	10PT399098
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10PT393108	10PT393872	10PT394569	10PT395343	10PT396497	10PT397344	10PT398265	10PT399115
10PT393113	10PT393873	10PT394579	10PT395344	10PT396502	10PT397354	10PT398267	10PT399262
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10PT399292	10PT400115	10PT401000	10PT402089	10PT402849	10PT403503	10PT404438	10PT406084
10PT399305	10PT400133	10PT401001	10PT402092	10PT402851	10PT403512	10PT404448	10PT406085
10PT399320	10PT400144	10PT401008	10PT402208	10PT402864	10PT403526	10PT404449	10PT406086
10PT399327	10PT400150	10PT401028	10PT402215	10PT402871	10PT403533	10PT404472	10PT406089
10PT399346	10PT400252	10PT401030	10PT402216	10PT402878	10PT403534	10PT404476	10PT406090
10PT399356	10PT400260	10PT401031	10PT402230	10PT402882	10PT403535	10PT404482	10PT406092
10PT399364	10PT400270	10PT401034	10PT402233	10PT402885	10PT403537	10PT404486	10PT406100
10PT399388	10PT400278	10PT401065	10PT402235	10PT402887	10PT403546	10PT404487	10PT406202
10PT399395	10PT400302	10PT401066	10PT402239	10PT402905	10PT403547	10PT404492	10PT406211
10PT399410	10PT400307	10PT401089	10PT402241	10PT402915	10PT403609	10PT404669	10PT406214
10PT399415	10PT400310	10PT401316	10PT402246	10PT402920	10PT403615	10PT404673	10PT406219
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10PT399419	10PT400316	10PT401333	10PT402254	10PT402923	10PT403623	10PT404675	10PT406461
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10PT399425	10PT400333	10PT401344	10PT402260	10PT402948	10PT403666	10PT404700	10PT406478
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10PT399473	10PT400360	10PT401472	10PT402265	10PT402972	10PT403727	10PT404757	10PT406513
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10PT399686	10PT400747	10PT401581	10PT402479	10PT403228	10PT403943	10PT404995	10PT406708
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10PT399697	10PT400768	10PT401609	10PT402654	10PT403251	10PT403950	10PT405167	10PT406711
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10PT399713	10PT400797	10PT401634	10PT402661	10PT403262	10PT404268	10PT405572	10PT406714
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10PT399738	10PT400822	10PT401656	10PT402670	10PT403289	10PT404297	10PT405667	10PT406733
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10PT399889	10PT400827	10PT401687	10PT402684	10PT403313	10PT404310	10PT405669	10PT406889
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10PT399969	10PT400860	10PT401905	10PT402690	10PT403322	10PT404312	10PT405903	10PT406894
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10PT400040	10PT400943	10PT402000	10PT402808	10PT403453	10PT404371	10PT405999	10PT406938
10PT400059	10PT400944	10PT402008	10PT402821	10PT403454	10PT404381	10PT406052	10PT406940
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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10PT407147	10PT408712	10PT409442	10PT410508	10PT411094	10PT412115	10PT413155	10PT414035
10PT407153	10PT408713	10PT409447	10PT410509	10PT411096	10PT412116	10PT413167	10PT414041
10PT407156	10PT408716	10PT409449	10PT410514	10PT411235	10PT412127	10PT413187	10PT414043
10PT407166	10PT408717	10PT409554	10PT410523	10PT411242	10PT412132	10PT413197	10PT414045
10PT407180	10PT408719	10PT409566	10PT410534	10PT411253	10PT412135	10PT413203	10PT414047
10PT407188	10PT408729	10PT409567	10PT410537	10PT411264	10PT412267	10PT413204	10PT414050
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10PT407191	10PT408749	10PT409611	10PT410561	10PT411292	10PT412301	10PT413218	10PT414185
10PT407193	10PT408812	10PT409625	10PT410562	10PT411455	10PT412302	10PT413220	10PT414188
10PT407853	10PT408817	10PT409640	10PT410574	10PT411461	10PT412306	10PT413222	10PT414196
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10PT408208	10PT408996	10PT409713	10PT410734	10PT411625	10PT412372	10PT413514	10PT414449
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10PT408220	10PT409006	10PT409718	10PT410737	10PT411630	10PT412378	10PT413539	10PT414479
10PT408225	10PT409016	10PT409734	10PT410738	10PT411632	10PT412379	10PT413558	10PT414493
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10PT408227	10PT409034	10PT409760	10PT410744	10PT411641	10PT412405	10PT413574	10PT414620
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10PT415034	10PT415860	10PT416663	10PT417971	10PT421127	10PT422256	10PT423409	10PT426146
10PT415037	10PT415861	10PT416678	10PT417991	10PT421133	10PT422264	10PT423412	10PT426326
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10PT415039	10PT415863	10PT416681	10PT418214	10PT421160	10PT422268	10PT423431	10PT426354
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10PT415049	10PT416010	10PT416813	10PT418454	10PT421197	10PT422308	10PT423472	10PT427755
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10PT415455	10PT416271	10PT417162	10PT419212	10PT421613	10PT422537	10PT424008	10PT428614
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10PT415501	10PT416308	10PT417324	10PT419894	10PT421667	10PT422749	10PT424472	10PT428643
10PT415502	10PT416310	10PT417335	10PT419997	10PT421669	10PT422753	10PT424477	10PT428644
10PT415503	10PT416311	10PT417346	10PT420036	10PT421670	10PT422754	10PT424664	10PT428645
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10PT415792	10PT416550	10PT417967	10PT420647	10PT422049	10PT423403	10PT426121	10PT429507
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10PT429524	10PT438023	10PT439266	10SR459401	10SR478957	10SR504091	10SR507833	10SR510796
10PT429732	10PT438028	10PT439279	10SR459403	10SR479294	10SR504099	10SR507873	10SR510837
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10PT430222	10PT438139	10PT439300	10SR459447	10SR482014	10SR504183	10SR507926	10SR560724
10PT430224	10PT438140	10PT439410	10SR459459	10SR483882	10SR504195	10SR507947	10SR560735
10PT430233	10PT438267	10PT439411	10SR459470	10SR483925	10SR504203	10SR507953	10SR560749
10PT430240	10PT438268	10PT439414	10SR459525	10SR485137	10SR504235	10SR508037	10SR560764
10PT430241	10PT438279	10PT439429	10SR459529	10SR485152	10SR504267	10SR508123	10SR560775
10PT430242	10PT438281	10PT439431	10SR459531	10SR487615	10SR504269	10SR508128	10SR560778
10PT430250	10PT438282	10PT440470	10SR459536	10SR488516	10SR504271	10SR508134	10T0100333
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10PT430361	10PT438353	10SR434641	10SR459672	10SR489888	10SR504456	10SR508214	10T0389590
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10PT431333	10PT438375	10SR443553	10SR459709	10SR490551	10SR504624	10SR508530	10T0390083
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10PT437505	10PT438471	10SR446227	10SR461085	10SR491415	10SR505099	10SR508897	10T0400512
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10PT437509	10PT438483	10SR447628	10SR461363	10SR491583	10SR505118	10SR509041	10T0400902
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10PT437535	10PT438671	10SR454908	10SR462893	10SR495052	10SR505267	10SR509743	10T0402740
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10PT437703	10PT438871	10SR456446	10SR465508	10SR502183	10SR505443	10SR509862	10T0405329
10PT437707	10PT438872	10SR456476	10SR465528	10SR502199	10SR505499	10SR509868	10T0405342
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10PT437861	10PT438958	10SR459250	10SR469108	10SR503646	10SR506887	10SR510466	10T0405484
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10PT437953	10PT438975	10SR459258	10SR473318	10SR503822	10SR507057	10SR510701	10T0405916
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10PT438012	10PT439124	10SR459372	10SR478858	10SR504043	10SR507479	10SR510782	10T0409601
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10T0409926	10T0417459	10T0422249	10T0427721	10T0435093	10T0440782	10T0444777	10T0447611
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10T0410765	10T0417468	10T0422260	10T0427734	10T0435183	10T0440842	10T0444783	10T0448647
10T0411023	10T0417470	10T0422292	10T0427951	10T0435706	10T0440843	10T0444787	10T0448648
10T0411470	10T0417471	10T0422295	10T0427999	10T0435729	10T0440879	10T0444790	10T0448660
10T0411495	10T0417472	10T0422574	10T0428272	10T0436202	10T0440976	10T0444795	10T0448670
10T0411507	10T0417902	10T0422595	10T0428273	10T0436210	10T0440978	10T0444852	10T0448674
10T0411980	10T0417904	10T0422597	10T0428276	10T0436420	10T0441253	10T0444853	10T0448688
10T0412070	10T0417905	10T0422864	10T0428277	10T0436445	10T0441257	10T0444898	10T0448692
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10T0413517	10T0418356	10T0423393	10T0428907	10T0436927	10T0442066	10T0445040	10T0448894
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10T0413678	10T0418362	10T0423396	10T0428928	10T0437623	10T0442073	10T0445084	10T0448960
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10T0413998	10T0418392	10T0423583	10T0429146	10T0437805	10T0442178	10T0445143	10T0450292
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10T0414694	10T0419162	10T0424079	10T0430154	10T0438319	10T0442593	10T0445616	10T0450524
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10T0416227	10T0420700	10T0426040	10T0431619	10T0440262	10T0444024	10T0446853	10T0451794
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10T0455026	10T0459429	10T0465446	10T0477670	10T0485124	10T0489087	10T0490738	10T0501203
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10T0456443	10T0460818	10T0469714	10T0479687	10T0486757	10T0490259	10T0491450	10T0501432
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10T0456892	10T0461173	10T0471224	10T0481207	10T0487740	10T0490290	10T0501002	10T0501487
10T0456898	10T0461174	10T0471225	10T0481239	10T0487755	10T0490292	10T0501008	10T0501499
10T0456901	10T0461195	10T0473022	10T0482083	10T0487762	10T0490295	10T0501009	10T0501509
10T0456902	10T0461291	10T0473038	10T0482084	10T0487763	10T0490296	10T0501013	10T0501510
10T0456938	10T0461367	10T0473089	10T0482161	10T0487764	10T0490335	10T0501021	10T0501513
10T0456940	10T0461371	10T0473094	10T0482193	10T0487793	10T0490343	10T0501029	10T0501514
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10T0501564	10T0502003	10T0502544	10T0503069	10T0503487	10T0504286	10T0504753	10T0505525
10T0501565	10T0502011	10T0502556	10T0503077	10T0503527	10T0504291	10T0504759	10T0505533
10T0501571	10T0502018	10T0502558	10T0503078	10T0503538	10T0504313	10T0504767	10T0505540
10T0501576	10T0502051	10T0502567	10T0503079	10T0503542	10T0504319	10T0504768	10T0505547
10T0501655	10T0502057	10T0502568	10T0503080	10T0503572	10T0504338	10T0504775	10T0505551
10T0501665	10T0502060	10T0502575	10T0503107	10T0503586	10T0504344	10T0504795	10T0505555
10T0501680	10T0502073	10T0502577	10T0503108	10T0503595	10T0504360	10T0504807	10T0505570
10T0501681	10T0502077	10T0502590	10T0503110	10T0503601	10T0504365	10T0504865	10T0505571
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10T0501725	10T0502090	10T0502601	10T0503135	10T0503658	10T0504382	10T0504928	10T0505591
10T0501753	10T0502093	10T0502602	10T0503136	10T0503704	10T0504390	10T0504961	10T0505597
10T0501754	10T0502098	10T0502603	10T0503138	10T0503714	10T0504392	10T0504966	10T0505606
10T0501755	10T0502102	10T0502604	10T0503141	10T0503737	10T0504399	10T0504974	10T0505628
10T0501760	10T0502136	10T0502614	10T0503153	10T0503739	10T0504401	10T0504975	10T0505631
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10T0501766	10T0502173	10T0502635	10T0503169	10T0503765	10T0504425	10T0504995	10T0505646
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10T0501779	10T0502211	10T0502656	10T0503178	10T0503837	10T0504444	10T0505100	10T0505662
10T0501781	10T0502229	10T0502663	10T0503190	10T0503844	10T0504451	10T0505101	10T0505673
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10T0501784	10T0502240	10T0502683	10T0503227	10T0503854	10T0504466	10T0505110	10T0505684
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10T0501786	10T0502267	10T0502735	10T0503245	10T0503870	10T0504473	10T0505147	10T0505690
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10T0501808	10T0502305	10T0502760	10T0503280	10T0503914	10T0504482	10T0505171	10T0505718
10T0501810	10T0502309	10T0502788	10T0503282	10T0503915	10T0504492	10T0505179	10T0505722
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10T0501916	10T0502461	10T0502996	10T0503430	10T0504192	10T0504708	10T0505434	10T0505885
10T0501917	10T0502466	10T0503011	10T0503436	10T0504217	10T0504709	10T0505436	10T0505888
10T0501925	10T0502477	10T0503022	10T0503438	10T0504220	10T0504711	10T0505458	10T0505894
10T0501931	10T0502486	10T0503027	10T0503443	10T0504227	10T0504713	10T0505488	10T0505910
10T0501948	10T0502496	10T0503029	10T0503446	10T0504234	10T0504718	10T0505492	10T0505913
10T0501952	10T0502505	10T0503030	10T0503452	10T0504246	10T0504728	10T0505504	10T0505914
10T0501956	10T0502522	10T0503033	10T0503474	10T0504265	10T0504730	10T0505509	10T0505917
10T0501957	10T0502533	10T0503048	10T0503477	10T0504268	10T0504732	10T0505511	10T0505945

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10T0505947	10T0506303	10T0506661	10T0506987	10T0507401	10T0507905	10T0508375	10T0508726
10T0505949	10T0506319	10T0506663	10T0507004	10T0507403	10T0507907	10T0508377	10T0508730
10T0505957	10T0506330	10T0506676	10T0507012	10T0507405	10T0507910	10T0508385	10T0508732
10T0505960	10T0506338	10T0506678	10T0507026	10T0507413	10T0507920	10T0508387	10T0508733
10T0505962	10T0506340	10T0506681	10T0507034	10T0507432	10T0507933	10T0508392	10T0508738
10T0505966	10T0506341	10T0506688	10T0507035	10T0507433	10T0507935	10T0508395	10T0508747
10T0505975	10T0506344	10T0506690	10T0507036	10T0507437	10T0507949	10T0508400	10T0508749
10T0505976	10T0506352	10T0506691	10T0507045	10T0507438	10T0507951	10T0508402	10T0508754
10T0505979	10T0506355	10T0506696	10T0507050	10T0507442	10T0507955	10T0508406	10T0508759
10T0505983	10T0506361	10T0506703	10T0507054	10T0507445	10T0507959	10T0508411	10T0508764
10T0505989	10T0506364	10T0506704	10T0507063	10T0507458	10T0507965	10T0508421	10T0508773
10T0505992	10T0506372	10T0506711	10T0507064	10T0507460	10T0507968	10T0508446	10T0508779
10T0505998	10T0506381	10T0506714	10T0507068	10T0507461	10T0507981	10T0508451	10T0508784
10T0506024	10T0506386	10T0506715	10T0507079	10T0507462	10T0507982	10T0508456	10T0508802
10T0506036	10T0506390	10T0506735	10T0507090	10T0507482	10T0507983	10T0508474	10T0508803
10T0506042	10T0506391	10T0506739	10T0507092	10T0507496	10T0507993	10T0508475	10T0508805
10T0506048	10T0506393	10T0506747	10T0507096	10T0507499	10T0507994	10T0508477	10T0508807
10T0506049	10T0506395	10T0506754	10T0507103	10T0507505	10T0508009	10T0508485	10T0508808
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10T0506075	10T0506407	10T0506766	10T0507122	10T0507534	10T0508030	10T0508491	10T0508829
10T0506078	10T0506414	10T0506768	10T0507125	10T0507548	10T0508035	10T0508518	10T0508849
10T0506079	10T0506423	10T0506778	10T0507126	10T0507554	10T0508040	10T0508522	10T0508860
10T0506080	10T0506424	10T0506783	10T0507131	10T0507556	10T0508046	10T0508538	10T0508880
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10T0506096	10T0506434	10T0506814	10T0507134	10T0507585	10T0508062	10T0508545	10T0508901
10T0506099	10T0506436	10T0506815	10T0507141	10T0507594	10T0508065	10T0508549	10T0508902
10T0506101	10T0506444	10T0506827	10T0507145	10T0507599	10T0508066	10T0508550	10T0508906
10T0506107	10T0506450	10T0506831	10T0507153	10T0507617	10T0508072	10T0508553	10T0508925
10T0506108	10T0506465	10T0506834	10T0507158	10T0507623	10T0508074	10T0508555	10T0508928
10T0506119	10T0506468	10T0506835	10T0507159	10T0507624	10T0508075	10T0508559	10T0508937
10T0506120	10T0506469	10T0506838	10T0507182	10T0507626	10T0508076	10T0508564	10T0508946
10T0506123	10T0506471	10T0506856	10T0507187	10T0507627	10T0508077	10T0508566	10T0508948
10T0506129	10T0506475	10T0506863	10T0507188	10T0507628	10T0508089	10T0508570	10T0508949
10T0506130	10T0506476	10T0506879	10T0507203	10T0507629	10T0508091	10T0508571	10T0508952
10T0506146	10T0506480	10T0506882	10T0507204	10T0507720	10T0508092	10T0508573	10T0508973
10T0506170	10T0506484	10T0506886	10T0507215	10T0507722	10T0508107	10T0508581	10T0508977
10T0506171	10T0506491	10T0506889	10T0507226	10T0507730	10T0508193	10T0508584	10T0508980
10T0506172	10T0506492	10T0506892	10T0507230	10T0507740	10T0508203	10T0508585	10T0508982
10T0506173	10T0506494	10T0506893	10T0507239	10T0507746	10T0508207	10T0508595	10T0508988
10T0506174	10T0506496	10T0506894	10T0507249	10T0507748	10T0508212	10T0508602	10T0508989
10T0506175	10T0506521	10T0506901	10T0507266	10T0507756	10T0508215	10T0508609	10T0508993
10T0506179	10T0506529	10T0506905	10T0507278	10T0507758	10T0508219	10T0508625	10T0509004
10T0506182	10T0506532	10T0506910	10T0507282	10T0507768	10T0508220	10T0508628	10T0509015
10T0506202	10T0506537	10T0506915	10T0507284	10T0507774	10T0508226	10T0508640	10T0509021
10T0506203	10T0506538	10T0506925	10T0507289	10T0507784	10T0508242	10T0508642	10T0509022
10T0506215	10T0506539	10T0506929	10T0507301	10T0507790	10T0508259	10T0508650	10T0509032
10T0506225	10T0506548	10T0506930	10T0507302	10T0507792	10T0508261	10T0508654	10T0509033
10T0506226	10T0506564	10T0506932	10T0507309	10T0507807	10T0508283	10T0508664	10T0509034
10T0506227	10T0506587	10T0506942	10T0507310	10T0507811	10T0508289	10T0508673	10T0509037
10T0506228	10T0506590	10T0506944	10T0507312	10T0507823	10T0508297	10T0508676	10T0509039
10T0506231	10T0506592	10T0506950	10T0507313	10T0507825	10T0508298	10T0508700	10T0509054
10T0506233	10T0506596	10T0506951	10T0507317	10T0507839	10T0508312	10T0508709	10T0509067
10T0506236	10T0506605	10T0506955	10T0507321	10T0507847	10T0508328	10T0508712	10T0509077
10T0506237	10T0506616	10T0506959	10T0507323	10T0507865	10T0508342	10T0508713	10T0509092
10T0506238	10T0506624	10T0506961	10T0507333	10T0507869	10T0508352	10T0508715	10T0509093
10T0506239	10T0506637	10T0506965	10T0507343	10T0507879	10T0508362	10T0508716	10T0509095
10T0506244	10T0506639	10T0506966	10T0507354	10T0507881	10T0508368	10T0508720	10T0509112
10T0506245	10T0506656	10T0506972	10T0507371	10T0507891	10T0508369	10T0508721	10T0509122
10T0506252	10T0506658	10T0506980	10T0507383	10T0507899	10T0508371	10T0508722	10T0509123
10T0506259	10T0506659	10T0506981	10T0507398	10T0507900	10T0508372	10T0508723	10T0509124
10T0506293	10T0506660	10T0506982	10T0507400	10T0507901	10T0508374	10T0508725	10T0509125

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10T0509137	10T0509560	10T0510081	10T0510520	10T0510990	10T0511515	10T0511992	10TC391807
10T0509148	10T0509566	10T0510089	10T0510538	10T0511007	10T0511519	10T0511996	10TC391808
10T0509149	10T0509579	10T0510101	10T0510545	10T0511014	10T0511526	10T0512000	10TC392702
10T0509177	10T0509589	10T0510116	10T0510549	10T0511017	10T0511531	10T0512001	10TC393362
10T0509180	10T0509596	10T0510128	10T0510559	10T0511032	10T0511552	10T0512002	10TC393669
10T0509184	10T0509598	10T0510132	10T0510563	10T0511035	10T0511553	10T0512003	10TC393826
10T0509185	10T0509607	10T0510135	10T0510576	10T0511048	10T0511591	10T0512005	10TC394514
10T0509187	10T0509618	10T0510145	10T0510582	10T0511060	10T0511594	10T0512012	10TC394515
10T0509188	10T0509639	10T0510154	10T0510605	10T0511063	10T0511607	10T0512021	10TC394705
10T0509190	10T0509645	10T0510177	10T0510614	10T0511084	10T0511610	10T0512032	10TC395261
10T0509193	10T0509653	10T0510182	10T0510622	10T0511104	10T0511627	10T0512045	10TC395262
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10T0509200	10T0509657	10T0510195	10T0510632	10T0511107	10T0511634	10T0512060	10TC396299
10T0509201	10T0509661	10T0510210	10T0510639	10T0511108	10T0511635	10T0512062	10TC397056
10T0509209	10T0509679	10T0510220	10T0510660	10T0511124	10T0511654	10T0512063	10TC397306
10T0509210	10T0509693	10T0510221	10T0510663	10T0511133	10T0511655	10T0512066	10TC397311
10T0509212	10T0509703	10T0510230	10T0510667	10T0511138	10T0511674	10T0512067	10TC397312
10T0509217	10T0509704	10T0510238	10T0510669	10T0511164	10T0511687	10T0512079	10TC397313
10T0509221	10T0509707	10T0510240	10T0510676	10T0511169	10T0511693	10T0512089	10TC397314
10T0509227	10T0509709	10T0510242	10T0510677	10T0511172	10T0511705	10T0512090	10TC397356
10T0509228	10T0509716	10T0510253	10T0510678	10T0511173	10T0511707	10T0512098	10TC397357
10T0509232	10T0509731	10T0510268	10T0510683	10T0511174	10T0511710	10T0512103	10TC397636
10T0509241	10T0509746	10T0510272	10T0510684	10T0511179	10T0511718	10T0512107	10TC397637
10T0509248	10T0509781	10T0510283	10T0510686	10T0511182	10T0511724	10T0512137	10TC397638
10T0509249	10T0509783	10T0510288	10T0510688	10T0511211	10T0511725	10T0512150	10TC397639
10T0509251	10T0509790	10T0510291	10T0510691	10T0511226	10T0511735	10T0512161	10TC397640
10T0509253	10T0509791	10T0510293	10T0510693	10T0511227	10T0511743	10T0512170	10TC397641
10T0509264	10T0509792	10T0510319	10T0510721	10T0511235	10T0511747	10T0512172	10TC397642
10T0509269	10T0509799	10T0510341	10T0510737	10T0511253	10T0511755	10T0512182	10TC397646
10T0509273	10T0509805	10T0510358	10T0510739	10T0511254	10T0511756	10T0512185	10TC397647
10T0509299	10T0509807	10T0510361	10T0510762	10T0511270	10T0511779	10T0512194	10TC397648
10T0509302	10T0509831	10T0510365	10T0510767	10T0511273	10T0511807	10T0512195	10TC397763
10T0509310	10T0509835	10T0510371	10T0510770	10T0511284	10T0511820	10T0512202	10TC397774
10T0509313	10T0509841	10T0510373	10T0510777	10T0511294	10T0511830	10T0512214	10TC397784
10T0509316	10T0509865	10T0510388	10T0510780	10T0511297	10T0511831	10T0512221	10TC397931
10T0509324	10T0509878	10T0510390	10T0510785	10T0511298	10T0511834	10T0512226	10TC397932
10T0509341	10T0509885	10T0510394	10T0510798	10T0511303	10T0511835	10T0512301	10TC397933
10T0509351	10T0509886	10T0510402	10T0510800	10T0511306	10T0511836	10T0512303	10TC397934
10T0509355	10T0509900	10T0510403	10T0510804	10T0511321	10T0511845	10T0512306	10TC398122
10T0509363	10T0509901	10T0510404	10T0510807	10T0511330	10T0511854	10T0512310	10TC398326
10T0509366	10T0509904	10T0510412	10T0510815	10T0511346	10T0511858	10T0512424	10TC398337
10T0509375	10T0509915	10T0510419	10T0510817	10T0511362	10T0511868	10T0512426	10TC398866
10T0509388	10T0509916	10T0510421	10T0510826	10T0511363	10T0511877	10T0560725	10TC399087
10T0509391	10T0509917	10T0510427	10T0510868	10T0511374	10T0511882	10T0560728	10TC399147
10T0509392	10T0509924	10T0510428	10T0510870	10T0511380	10T0511884	10T0560741	10TC399148
10T0509394	10T0509926	10T0510435	10T0510874	10T0511395	10T0511891	10T0560751	10TC399149
10T0509416	10T0509932	10T0510441	10T0510884	10T0511401	10T0511892	10T0560752	10TC399371
10T0509426	10T0509937	10T0510443	10T0510897	10T0511413	10T0511913	10T0560755	10TC399372
10T0509435	10T0509938	10T0510444	10T0510904	10T0511421	10T0511914	10T0560758	10TC399373
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10T0509477	10T0509956	10T0510447	10T0510923	10T0511440	10T0511921	10T0560769	10TC399975
10T0509484	10T0509960	10T0510449	10T0510931	10T0511456	10T0511926	10T0560783	10TC399977
10T0509488	10T0509965	10T0510461	10T0510944	10T0511474	10T0511929	10T0560784	10TC399980
10T0509502	10T0509976	10T0510478	10T0510945	10T0511480	10T0511933	10T0560793	10TC400525
10T0509507	10T0509985	10T0510483	10T0510950	10T0511485	10T0511937	10T0560794	10TC400528
10T0509517	10T0510000	10T0510493	10T0510951	10T0511489	10T0511938	10T0561160	10TC400529
10T0509521	10T0510006	10T0510494	10T0510964	10T0511491	10T0511940	10TC389344	10TC400781
10T0509526	10T0510008	10T0510502	10T0510970	10T0511493	10T0511947	10TC389866	10TC400782
10T0509529	10T0510016	10T0510509	10T0510974	10T0511501	10T0511958	10TC389867	10TC400926
10T0509532	10T0510027	10T0510512	10T0510976	10T0511502	10T0511965	10TC390142	10TC401527
10T0509554	10T0510045	10T0510513	10T0510977	10T0511503	10T0511981	10TC390143	10TC401964
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10TC402461	10TC416226	10TC431300	10TM205683	10TM206336	10TM206933	10TM286572	10TZ476797
10TC402463	10TC416239	10TC431610	10TM205718	10TM206338	10TM206961	10TM292637	10TZ476828
10TC402464	10TC416709	10TC431625	10TM205722	10TM206374	10TM206964	10TM305158	10TZ476887
10TC402746	10TC416729	10TC431635	10TM205723	10TM206403	10TM206967	10TM305824	10TZ487198
10TC403021	10TC416731	10TC431636	10TM205736	10TM206433	10TM206984	10TM306852	10TZ489125
10TC403031	10TC416758	10TC432501	10TM205737	10TM206434	10TM206990	10TM310887	10TZ489229
10TC403040	10TC416779	10TC432546	10TM205754	10TM206465	10TM206993	10TM310892	10TZ489288
10TC403041	10TC416794	10TC432547	10TM205757	10TM206496	10TM207001	10TM317813	10TZ489476
10TC403046	10TC416795	10TC432550	10TM205768	10TM206516	10TM207004	10TM318068	10TZ489529
10TC403242	10TC416796	10TC433304	10TM205805	10TM206526	10TM207005	10TM326295	10TZ489607
10TC403333	10TC416799	10TC433311	10TM205836	10TM206528	10TM207006	10TM326601	10TZ490228
10TC405613	10TC417201	10TC433338	10TM205839	10TM206544	10TM207016	10TM345407	10TZ490229
10TC405615	10TC417243	10TC433651	10TM205852	10TM206545	10TM207021	10TM345414	10TZ490723
10TC405621	10TC418353	10TC433699	10TM205895	10TM206555	10TM207041	10TM347453	10TZ491130
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10TC406403	10TC418372	10TC434637	10TM205930	10TM206576	10TM207049	10TM347467	10UA014311
10TC406404	10TC418374	10TC434648	10TM205934	10TM206577	10TM207064	10TM347468	10UA032943
10TC409139	10TC418754	10TC435743	10TM205935	10TM206594	10TM207065	10TM347476	10UA033868
10TC409369	10TC418755	10TC438078	10TM205955	10TM206595	10TM207087	10TM347504	10UA037880
10TC409371	10TC418758	10TC438314	10TM205965	10TM206606	10TM207091	10TM347531	10UA039492
10TC409558	10TC418783	10TC438315	10TM205971	10TM206618	10TM207094	10TM348251	10UA042077
10TC409644	10TC418784	10TM205323	10TM205980	10TM206630	10TM207104	10TM416807	10UA045678
10TC409646	10TC419905	10TM205329	10TM205988	10TM206631	10TM207105	10TM417169	10UA046414
10TC409784	10TC419906	10TM205340	10TM205989	10TM206632	10TM207121	10TM439092	10UA060581
10TC410566	10TC421090	10TM205354	10TM205990	10TM206642	10TM207135	10TM439450	10UA060983
10TC410567	10TC421093	10TM205357	10TM206007	10TM206647	10TM207139	10TR324669	10UA061556
10TC410598	10TC421099	10TM205363	10TM206020	10TM206652	10TM207140	10TR327750	10UA064095
10TC410764	10TC421709	10TM205364	10TM206035	10TM206662	10TM207147	10TR351501	10UA064578
10TC411000	10TC421733	10TM205368	10TM206037	10TM206663	10TM207148	10TW476580	10UA068637
10TC411584	10TC422206	10TM205370	10TM206042	10TM206673	10TM207149	10TW476656	10UA069589
10TC412120	10TC422207	10TM205375	10TM206043	10TM206683	10TM207153	10TW476730	10UA071789
10TC412121	10TC422209	10TM205381	10TM206071	10TM206684	10TM207161	10TW476817	10UA074629
10TC412387	10TC422230	10TM205384	10TM206081	10TM206688	10TM207168	10TW476823	10UA076531
10TC413541	10TC422231	10TM205392	10TM206109	10TM206691	10TM207169	10TW476876	10UA085000
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10TC413543	10TC423206	10TM205431	10TM206126	10TM206717	10TM207198	10TW485921	10UA090868
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10UA139719	10UA183886	10UA198877	10UA200438	10UA202706	10UA205258	10UA208918	10UA210920
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10UE218545	10UL061792	10UL116290	10UL141663	10UL157444	10UL160596	10UL163091	10UL165704
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10UE220185	10UL067750	10UL118765	10UL144936	10UL157991	10UL160943	10UL163586	10UL165765
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10UE221563	10UL070073	10UL120296	10UL145413	10UL158221	10UL161067	10UL163735	10UL165799
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10UL167789	10UL169759	10UL172014	10UL173601	10UL175037	10UL176352	10UL178002	10UL179271
10UL167916	10UL169789	10UL172017	10UL173605	10UL175052	10UL176386	10UL178012	10UL179272
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10UL168687	10UL170395	10UL172639	10UL174290	10UL175632	10UL176860	10UL178497	10UL180026
10UL168688	10UL170466	10UL172692	10UL174342	10UL175661	10UL176862	10UL178509	10UL180062
10UL168689	10UL170527	10UL172710	10UL174413	10UL175664	10UL176863	10UL178511	10UL180066
10UL168744	10UL170537	10UL172712	10UL174417	10UL175713	10UL176891	10UL178516	10UL180069
10UL168745	10UL170546	10UL172715	10UL174495	10UL175725	10UL176897	10UL178559	10UL180113
10UL168805	10UL170577	10UL172766	10UL174523	10UL175726	10UL176914	10UL178588	10UL180114
10UL168853	10UL170598	10UL172767	10UL174527	10UL175734	10UL176941	10UL178610	10UL180115
10UL168877	10UL170692	10UL172788	10UL174538	10UL175749	10UL176946	10UL178711	10UL180126
10UL168942	10UL170783	10UL172789	10UL174579	10UL175768	10UL176960	10UL178730	10UL180134
10UL168947	10UL170795	10UL172833	10UL174585	10UL175784	10UL177038	10UL178767	10UL180154
10UL169037	10UL170805	10UL172840	10UL174598	10UL175803	10UL177058	10UL178775	10UL180157
10UL169038	10UL170841	10UL172850	10UL174606	10UL175809	10UL177068	10UL178794	10UL180181
10UL169045	10UL170842	10UL172867	10UL174607	10UL175827	10UL177094	10UL178816	10UL180191
10UL169063	10UL170881	10UL172876	10UL174613	10UL175828	10UL177107	10UL178830	10UL180219
10UL169065	10UL171112	10UL172885	10UL174630	10UL175847	10UL177170	10UL178831	10UL180254
10UL169066	10UL171113	10UL172889	10UL174631	10UL175921	10UL177179	10UL178859	10UL180255
10UL169074	10UL171220	10UL173067	10UL174632	10UL175949	10UL177183	10UL178931	10UL180258
10UL169114	10UL171282	10UL173088	10UL174635	10UL175968	10UL177184	10UL178946	10UL180260
10UL169116	10UL171287	10UL173139	10UL174636	10UL175971	10UL177187	10UL178958	10UL180302
10UL169117	10UL171326	10UL173186	10UL174658	10UL175982	10UL177189	10UL179005	10UL180304
10UL169184	10UL171327	10UL173196	10UL174690	10UL175995	10UL177215	10UL179006	10UL180335
10UL169185	10UL171328	10UL173286	10UL174713	10UL176052	10UL177219	10UL179023	10UL180336
10UL169226	10UL171366	10UL173291	10UL174758	10UL176089	10UL177518	10UL179024	10UL180343
10UL169261	10UL171400	10UL173302	10UL174759	10UL176113	10UL177538	10UL179025	10UL180355
10UL169270	10UL171547	10UL173319	10UL174760	10UL176117	10UL177545	10UL179028	10UL180358
10UL169352	10UL171556	10UL173320	10UL174775	10UL176154	10UL177568	10UL179036	10UL180392
10UL169421	10UL171619	10UL173341	10UL174776	10UL176163	10UL177580	10UL179047	10UL180445
10UL169422	10UL171625	10UL173383	10UL174788	10UL176164	10UL177592	10UL179049	10UL180458
10UL169433	10UL171715	10UL173384	10UL174789	10UL176169	10UL177596	10UL179079	10UL180466
10UL169441	10UL171728	10UL173403	10UL174790	10UL176171	10UL177601	10UL179086	10UL180487
10UL169473	10UL171768	10UL173440	10UL174844	10UL176176	10UL177624	10UL179109	10UL180512
10UL169586	10UL171779	10UL173442	10UL174852	10UL176187	10UL177636	10UL179118	10UL180555
10UL169587	10UL171780	10UL173490	10UL174896	10UL176212	10UL177643	10UL179154	10UL180571
10UL169588	10UL171802	10UL173515	10UL174922	10UL176293	10UL177647	10UL179165	10UL180639
10UL169590	10UL171808	10UL173525	10UL174959	10UL176295	10UL177671	10UL179180	10UL180694

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10UL180709	10UL181683	10UL182216	10UL182923	10UL183582	10UL184906	10UL200484	10UL203091
10UL180804	10UL181684	10UL182217	10UL182926	10UL183597	10UL184913	10UL200487	10UL203205
10UL180848	10UL181685	10UL182220	10UL182931	10UL183616	10UL184914	10UL200511	10UL203251
10UL180869	10UL181693	10UL182230	10UL182932	10UL183731	10UL184928	10UL200552	10UL203266
10UL180870	10UL181696	10UL182241	10UL182937	10UL183745	10UL184950	10UL200702	10UL203344
10UL180874	10UL181698	10UL182245	10UL182949	10UL183746	10UL184955	10UL200712	10UL203439
10UL180887	10UL181699	10UL182246	10UL182970	10UL183751	10UL184956	10UL200723	10UL203647
10UL180911	10UL181708	10UL182260	10UL182972	10UL183783	10UL198021	10UL200728	10UL203648
10UL180957	10UL181710	10UL182264	10UL182981	10UL183785	10UL198082	10UL200758	10UL203737
10UL180965	10UL181721	10UL182266	10UL182982	10UL183815	10UL198084	10UL200788	10UL203779
10UL180968	10UL181731	10UL182270	10UL182983	10UL183818	10UL198113	10UL200823	10UL203795
10UL181005	10UL181742	10UL182301	10UL182989	10UL183826	10UL198245	10UL200927	10UL203907
10UL181006	10UL181761	10UL182308	10UL183003	10UL183863	10UL198263	10UL200972	10UL203908
10UL181013	10UL181795	10UL182324	10UL183005	10UL183885	10UL198356	10UL200983	10UL203935
10UL181018	10UL181800	10UL182350	10UL183012	10UL183913	10UL198392	10UL201021	10UL203980
10UL181033	10UL181802	10UL182353	10UL183030	10UL183980	10UL198394	10UL201047	10UL204313
10UL181036	10UL181841	10UL182383	10UL183031	10UL184005	10UL198434	10UL201149	10UL204402
10UL181037	10UL181845	10UL182393	10UL183032	10UL184014	10UL198457	10UL201158	10UL204416
10UL181077	10UL181848	10UL182396	10UL183037	10UL184017	10UL198470	10UL201177	10UL204452
10UL181113	10UL181858	10UL182404	10UL183066	10UL184023	10UL198525	10UL201178	10UL204453
10UL181151	10UL181859	10UL182413	10UL183067	10UL184032	10UL198554	10UL201240	10UL204507
10UL181152	10UL181865	10UL182448	10UL183082	10UL184033	10UL198637	10UL201275	10UL204522
10UL181193	10UL181873	10UL182453	10UL183083	10UL184039	10UL198638	10UL201282	10UL204544
10UL181219	10UL181878	10UL182454	10UL183084	10UL184044	10UL198732	10UL201283	10UL204616
10UL181220	10UL181879	10UL182458	10UL183085	10UL184084	10UL198767	10UL201299	10UL204631
10UL181230	10UL181880	10UL182462	10UL183089	10UL184091	10UL198772	10UL201350	10UL204708
10UL181244	10UL181885	10UL182469	10UL183104	10UL184093	10UL198773	10UL201359	10UL204717
10UL181245	10UL181890	10UL182470	10UL183107	10UL184098	10UL198784	10UL201360	10UL204873
10UL181246	10UL181892	10UL182479	10UL183112	10UL184107	10UL198786	10UL201372	10UL204943
10UL181255	10UL181893	10UL182483	10UL183132	10UL184181	10UL198835	10UL201428	10UL204996
10UL181304	10UL181894	10UL182500	10UL183161	10UL184224	10UL198839	10UL201432	10UL205145
10UL181329	10UL181904	10UL182503	10UL183162	10UL184230	10UL198950	10UL201451	10UL205217
10UL181357	10UL181919	10UL182504	10UL183163	10UL184246	10UL198980	10UL201483	10UL205231
10UL181360	10UL181920	10UL182505	10UL183173	10UL184283	10UL199000	10UL201553	10UL205240
10UL181382	10UL181967	10UL182517	10UL183180	10UL184311	10UL199109	10UL201646	10UL207527
10UL181384	10UL181979	10UL182583	10UL183181	10UL184315	10UL199110	10UL201713	10UL207528
10UL181392	10UL181981	10UL182587	10UL183182	10UL184316	10UL199116	10UL201729	10UL207533
10UL181396	10UL181986	10UL182588	10UL183196	10UL184320	10UL199118	10UL201741	10UL207553
10UL181407	10UL181987	10UL182597	10UL183214	10UL184357	10UL199317	10UL201756	10UL207554
10UL181414	10UL181998	10UL182598	10UL183218	10UL184371	10UL199318	10UL201939	10UL207555
10UL181452	10UL182005	10UL182602	10UL183234	10UL184392	10UL199329	10UL201961	10UL207556
10UL181457	10UL182006	10UL182608	10UL183243	10UL184410	10UL199394	10UL201970	10UL207565
10UL181469	10UL182012	10UL182660	10UL183252	10UL184478	10UL199644	10UL201971	10UL207697
10UL181477	10UL182018	10UL182700	10UL183267	10UL184493	10UL199719	10UL201972	10UL207698
10UL181509	10UL182028	10UL182715	10UL183329	10UL184523	10UL199749	10UL201973	10UL207720
10UL181520	10UL182029	10UL182730	10UL183330	10UL184525	10UL199771	10UL202011	10UL207726
10UL181524	10UL182030	10UL182761	10UL183344	10UL184543	10UL199778	10UL202083	10UL207734
10UL181526	10UL182035	10UL182802	10UL183402	10UL184548	10UL199846	10UL202233	10UL207735
10UL181527	10UL182052	10UL182817	10UL183405	10UL184616	10UL199857	10UL202244	10UL207753
10UL181529	10UL182069	10UL182823	10UL183423	10UL184632	10UL199862	10UL202262	10UL207754
10UL181536	10UL182086	10UL182828	10UL183424	10UL184660	10UL199924	10UL202263	10UL207766
10UL181541	10UL182105	10UL182836	10UL183451	10UL184693	10UL199940	10UL202408	10UL207770
10UL181542	10UL182111	10UL182838	10UL183513	10UL184754	10UL199967	10UL202503	10UL207773
10UL181543	10UL182128	10UL182885	10UL183517	10UL184773	10UL200065	10UL202527	10UL207791
10UL181558	10UL182129	10UL182892	10UL183518	10UL184777	10UL200138	10UL202548	10UL207839
10UL181568	10UL182131	10UL182893	10UL183531	10UL184780	10UL200167	10UL202559	10UL207840
10UL181603	10UL182136	10UL182900	10UL183532	10UL184830	10UL200168	10UL202616	10UL207841
10UL181605	10UL182183	10UL182901	10UL183540	10UL184841	10UL200261	10UL202743	10UL207849
10UL181615	10UL182191	10UL182902	10UL183546	10UL184860	10UL200289	10UL202759	10UL207850
10UL181618	10UL182195	10UL182912	10UL183571	10UL184882	10UL200403	10UL202813	10UL207920
10UL181644	10UL182208	10UL182913	10UL183577	10UL184891	10UL200434	10UL202847	10UL207956
10UL181677	10UL182210	10UL182921	10UL183579	10UL184897	10UL200435	10UL202928	10UL208008

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10UL208010	10UL211400	10UL213044	10UL216442	10UL217381	10UL218326	10UL219195	10UL220035
10UL208081	10UL211502	10UL213086	10UL216466	10UL217395	10UL218374	10UL219196	10UL220036
10UL208109	10UL211503	10UL215330	10UL216467	10UL217396	10UL218380	10UL219200	10UL220042
10UL208110	10UL211540	10UL215331	10UL216479	10UL217407	10UL218396	10UL219207	10UL220060
10UL208136	10UL211541	10UL215361	10UL216489	10UL217409	10UL218411	10UL219210	10UL220061
10UL208168	10UL211674	10UL215383	10UL216541	10UL217417	10UL218455	10UL219261	10UL220066
10UL208169	10UL211698	10UL215395	10UL216569	10UL217438	10UL218468	10UL219268	10UL220072
10UL208217	10UL211744	10UL215400	10UL216587	10UL217447	10UL218475	10UL219286	10UL220073
10UL208218	10UL211776	10UL215410	10UL216624	10UL217452	10UL218480	10UL219315	10UL220078
10UL208369	10UL211793	10UL215421	10UL216684	10UL217469	10UL218488	10UL219317	10UL220085
10UL208417	10UL211801	10UL215422	10UL216686	10UL217501	10UL218489	10UL219342	10UL220091
10UL208436	10UL211831	10UL215424	10UL216689	10UL217544	10UL218491	10UL219368	10UL220111
10UL208441	10UL211860	10UL215438	10UL216719	10UL217552	10UL218496	10UL219370	10UL220129
10UL208442	10UL211890	10UL215443	10UL216720	10UL217564	10UL218532	10UL219375	10UL220135
10UL208553	10UL211944	10UL215445	10UL216724	10UL217572	10UL218550	10UL219381	10UL220210
10UL208580	10UL211952	10UL215466	10UL216731	10UL217596	10UL218606	10UL219383	10UL220224
10UL208599	10UL211980	10UL215513	10UL216732	10UL217656	10UL218609	10UL219408	10UL220225
10UL208604	10UL211986	10UL215557	10UL216747	10UL217673	10UL218614	10UL219409	10UL220237
10UL208613	10UL211999	10UL215560	10UL216752	10UL217696	10UL218620	10UL219410	10UL220271
10UL208817	10UL212017	10UL215578	10UL216774	10UL217697	10UL218637	10UL219412	10UL220274
10UL208851	10UL212036	10UL215581	10UL216775	10UL217706	10UL218643	10UL219413	10UL220279
10UL208893	10UL212078	10UL215582	10UL216781	10UL217743	10UL218656	10UL219453	10UL220287
10UL208989	10UL212083	10UL215594	10UL216801	10UL217759	10UL218678	10UL219454	10UL220303
10UL209008	10UL212108	10UL215648	10UL216810	10UL217777	10UL218681	10UL219486	10UL220326
10UL209029	10UL212112	10UL215651	10UL216836	10UL217784	10UL218686	10UL219517	10UL220327
10UL209051	10UL212146	10UL215652	10UL216845	10UL217802	10UL218694	10UL219562	10UL220335
10UL209052	10UL212242	10UL215655	10UL216862	10UL217837	10UL218696	10UL219563	10UL220336
10UL209060	10UL212243	10UL215677	10UL216865	10UL217840	10UL218697	10UL219579	10UL220341
10UL209176	10UL212251	10UL216011	10UL216867	10UL217841	10UL218699	10UL219580	10UL220351
10UL209177	10UL212271	10UL216093	10UL216934	10UL217847	10UL218703	10UL219611	10UL220356
10UL209239	10UL212290	10UL216094	10UL216964	10UL217868	10UL218716	10UL219624	10UL220360
10UL209306	10UL212319	10UL216096	10UL216976	10UL217871	10UL218721	10UL219627	10UL220361
10UL209359	10UL212350	10UL216110	10UL216977	10UL217889	10UL218792	10UL219689	10UL220363
10UL209396	10UL212399	10UL216134	10UL216981	10UL217899	10UL218835	10UL219716	10UL220365
10UL209543	10UL212440	10UL216138	10UL216999	10UL217956	10UL218875	10UL219724	10UL220375
10UL209614	10UL212468	10UL216144	10UL217016	10UL217964	10UL218884	10UL219725	10UL220383
10UL209704	10UL212535	10UL216146	10UL217030	10UL217981	10UL218905	10UL219731	10UL220384
10UL209740	10UL212584	10UL216148	10UL217047	10UL218020	10UL218915	10UL219753	10UL220401
10UL209741	10UL212616	10UL216150	10UL217048	10UL218032	10UL218935	10UL219756	10UL220412
10UL209744	10UL212622	10UL216157	10UL217066	10UL218043	10UL218943	10UL219759	10UL220428
10UL209759	10UL212633	10UL216158	10UL217072	10UL218044	10UL218955	10UL219764	10UL220441
10UL209841	10UL212666	10UL216180	10UL217073	10UL218061	10UL218963	10UL219765	10UL220506
10UL210000	10UL212687	10UL216199	10UL217111	10UL218067	10UL218964	10UL219775	10UL220526
10UL210030	10UL212688	10UL216206	10UL217114	10UL218104	10UL218979	10UL219776	10UL220527
10UL210090	10UL212695	10UL216207	10UL217134	10UL218120	10UL218982	10UL219779	10UL220555
10UL210140	10UL212730	10UL216208	10UL217135	10UL218133	10UL219028	10UL219785	10UL220570
10UL210143	10UL212750	10UL216221	10UL217138	10UL218139	10UL219036	10UL219829	10UL220589
10UL210212	10UL212788	10UL216234	10UL217148	10UL218179	10UL219037	10UL219832	10UL220604
10UL210293	10UL212808	10UL216252	10UL217154	10UL218184	10UL219038	10UL219838	10UL220607
10UL210315	10UL212850	10UL216255	10UL217186	10UL218187	10UL219051	10UL219846	10UL220611
10UL210494	10UL212851	10UL216256	10UL217187	10UL218188	10UL219057	10UL219898	10UL220621
10UL210560	10UL212876	10UL216279	10UL217222	10UL218194	10UL219066	10UL219901	10UL220652
10UL210581	10UL212885	10UL216283	10UL217223	10UL218256	10UL219067	10UL219921	10UL220656
10UL210706	10UL212896	10UL216284	10UL217228	10UL218266	10UL219072	10UL219922	10UL220667
10UL210758	10UL212933	10UL216292	10UL217231	10UL218278	10UL219073	10UL219946	10UL220674
10UL211067	10UL212965	10UL216302	10UL217232	10UL218296	10UL219099	10UL219958	10UL220702
10UL211077	10UL213007	10UL216319	10UL217236	10UL218300	10UL219135	10UL219960	10UL220708
10UL211108	10UL213023	10UL216329	10UL217268	10UL218306	10UL219139	10UL219992	10UL220709
10UL211117	10UL213033	10UL216338	10UL217300	10UL218307	10UL219152	10UL219993	10UL220715
10UL211118	10UL213034	10UL216376	10UL217325	10UL218318	10UL219174	10UL220018	10UL220750
10UL211258	10UL213035	10UL216402	10UL217330	10UL218321	10UL219175	10UL220019	10UL220756
10UL211369	10UL213036	10UL216422	10UL217331	10UL218323	10UL219181	10UL220030	10UL220761

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10UL220766	10UL221770	10UL222573	10UL223673	10UL224571	10UL226446	10UL227012	10UL227605
10UL220774	10UL221776	10UL222584	10UL223674	10UL224583	10UL226447	10UL227028	10UL227606
10UL220796	10UL221791	10UL222661	10UL223675	10UL224586	10UL226453	10UL227031	10UL227617
10UL220808	10UL221811	10UL222669	10UL223687	10UL224589	10UL226454	10UL227041	10UL227651
10UL220809	10UL221820	10UL222676	10UL223728	10UL224591	10UL226489	10UL227042	10UL227655
10UL220815	10UL221829	10UL222698	10UL223747	10UL224637	10UL226491	10UL227043	10UL227657
10UL220819	10UL221880	10UL222701	10UL223752	10UL224639	10UL226493	10UL227054	10UL227658
10UL220838	10UL221895	10UL222706	10UL223859	10UL224665	10UL226494	10UL227055	10UL227663
10UL220839	10UL221916	10UL222742	10UL223870	10UL224670	10UL226495	10UL227059	10UL227664
10UL220853	10UL221931	10UL222754	10UL223886	10UL224683	10UL226501	10UL227064	10UL227669
10UL220858	10UL221932	10UL222761	10UL223887	10UL224694	10UL226502	10UL227065	10UL227672
10UL220899	10UL221934	10UL222864	10UL223888	10UL224706	10UL226503	10UL227072	10UL227682
10UL220917	10UL221935	10UL222908	10UL223913	10UL224716	10UL226505	10UL227075	10UL227690
10UL220938	10UL221943	10UL222909	10UL223932	10UL224720	10UL226506	10UL227080	10UL227733
10UL220991	10UL221955	10UL222910	10UL223966	10UL224723	10UL226524	10UL227081	10UL227745
10UL221005	10UL221985	10UL222967	10UL223974	10UL224724	10UL226530	10UL227089	10UL227790
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10UL228572	10UL229342	10UL229934	10UL230907	10UL231892	10UL232611	10UL233459	10UL234318
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10UL228618	10UL229379	10UL229989	10UL230923	10UL231958	10UL232669	10UL233502	10UL234374
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10UL239470	10UL250667	10UL251546	10UL252376	10UL253389	10UL254309	10UL255171	10UL256013
10UL239496	10UL250680	10UL251554	10UL252404	10UL253390	10UL254310	10UL255185	10UL256023
10UL239506	10UL250683	10UL251565	10UL252430	10UL253471	10UL254338	10UL255211	10UL256026
10UL239508	10UL250685	10UL251569	10UL252563	10UL253504	10UL254340	10UL255219	10UL256046
10UL239525	10UL250696	10UL251586	10UL252580	10UL253506	10UL254368	10UL255220	10UL256076
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10UL239591	10UL250725	10UL251667	10UL252777	10UL253522	10UL254455	10UL255325	10UL256175
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10UL239653	10UL250805	10UL251729	10UL252827	10UL253639	10UL254516	10UL255363	10UL256235
10UL239654	10UL250895	10UL251735	10UL252831	10UL253640	10UL254544	10UL255375	10UL256236
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10UL283065	10UL283623	10UL284099	10UL284801	10UL285289	10UL285943	10UL286404	10UL290008
10UL283066	10UL283624	10UL284110	10UL284802	10UL285293	10UL285947	10UL286407	10UL290009
10UL283085	10UL283625	10UL284111	10UL284803	10UL285294	10UL285950	10UL286441	10UL290037
10UL283086	10UL283633	10UL284114	10UL284817	10UL285300	10UL285960	10UL286442	10UL290039
10UL283100	10UL283634	10UL284130	10UL284830	10UL285301	10UL285973	10UL286444	10UL290042
10UL283112	10UL283635	10UL284148	10UL284862	10UL285305	10UL285982	10UL286459	10UL290057
10UL283156	10UL283636	10UL284150	10UL284871	10UL285314	10UL285984	10UL286461	10UL290067

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10UL290070	10UL290559	10UL291153	10UL291569	10UL292053	10UL292724	10UL293314	10UL293869
10UL290076	10UL290567	10UL291170	10UL291574	10UL292079	10UL292749	10UL293315	10UL293872
10UL290077	10UL290570	10UL291178	10UL291577	10UL292087	10UL292753	10UL293338	10UL293884
10UL290085	10UL290571	10UL291183	10UL291578	10UL292088	10UL292757	10UL293355	10UL293892
10UL290102	10UL290572	10UL291210	10UL291579	10UL292090	10UL292758	10UL293359	10UL293896
10UL290116	10UL290610	10UL291217	10UL291581	10UL292175	10UL292762	10UL293373	10UL293897
10UL290117	10UL290622	10UL291218	10UL291599	10UL292206	10UL292770	10UL293378	10UL293898
10UL290119	10UL290633	10UL291221	10UL291602	10UL292210	10UL292772	10UL293379	10UL293903
10UL290128	10UL290691	10UL291230	10UL291604	10UL292214	10UL292781	10UL293391	10UL293912
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10UL290325	10UL290915	10UL291410	10UL291765	10UL292431	10UL292989	10UL293621	10UL294076
10UL290349	10UL290916	10UL291415	10UL291766	10UL292432	10UL293011	10UL293622	10UL294082
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10UL290353	10UL290982	10UL291419	10UL291802	10UL292457	10UL293050	10UL293644	10UL294111
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10UL290406	10UL291002	10UL291440	10UL291823	10UL292481	10UL293057	10UL293671	10UL294177
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10UL290413	10UL291035	10UL291443	10UL291838	10UL292487	10UL293103	10UL293681	10UL294186
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10UL290494	10UL291064	10UL291476	10UL291883	10UL292519	10UL293148	10UL293737	10UL294233
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10UL290509	10UL291077	10UL291521	10UL291899	10UL292584	10UL293220	10UL293752	10UL294247
10UL290512	10UL291089	10UL291529	10UL291902	10UL292619	10UL293221	10UL293757	10UL294248
10UL290513	10UL291090	10UL291531	10UL291933	10UL292623	10UL293223	10UL293776	10UL294251
10UL290516	10UL291095	10UL291548	10UL291934	10UL292626	10UL293251	10UL293792	10UL294256
10UL290518	10UL291096	10UL291553	10UL291938	10UL292657	10UL293272	10UL293793	10UL294268
10UL290520	10UL291097	10UL291554	10UL291946	10UL292662	10UL293303	10UL293795	10UL294285
10UL290522	10UL291098	10UL291558	10UL291947	10UL292665	10UL293308	10UL293833	10UL294287
10UL290523	10UL291099	10UL291562	10UL291948	10UL292688	10UL293309	10UL293841	10UL294288
10UL290537	10UL291100	10UL291563	10UL291973	10UL292689	10UL293310	10UL293854	10UL294289
10UL290538	10UL291104	10UL291566	10UL291993	10UL292704	10UL293311	10UL293855	10UL294305
10UL290540	10UL291147	10UL291567	10UL292027	10UL292723	10UL293313	10UL293868	10UL294312

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10UL294316	10UL294794	10UL301235	10UL301753	10UL304283	10UL304712	10UL305165	10UL305460
10UL294328	10UL294796	10UL301236	10UL301754	10UL304284	10UL304720	10UL305170	10UL305467
10UL294330	10UL294798	10UL301251	10UL301755	10UL304285	10UL304726	10UL305171	10UL305476
10UL294344	10UL294799	10UL301257	10UL301763	10UL304287	10UL304727	10UL305172	10UL305480
10UL294357	10UL294800	10UL301271	10UL301774	10UL304289	10UL304733	10UL305173	10UL305492
10UL294375	10UL294801	10UL301275	10UL301778	10UL304290	10UL304739	10UL305181	10UL305496
10UL294377	10UL294803	10UL301282	10UL301792	10UL304292	10UL304758	10UL305188	10UL305500
10UL294383	10UL294810	10UL301290	10UL301793	10UL304298	10UL304769	10UL305195	10UL305531
10UL294384	10UL294811	10UL301297	10UL301795	10UL304301	10UL304778	10UL305199	10UL305532
10UL294385	10UL294812	10UL301298	10UL301796	10UL304311	10UL304779	10UL305217	10UL305550
10UL294395	10UL294814	10UL301299	10UL301800	10UL304312	10UL304791	10UL305218	10UL305557
10UL294397	10UL294816	10UL301303	10UL301808	10UL304316	10UL304792	10UL305220	10UL305558
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10UL294409	10UL294860	10UL301324	10UL301823	10UL304320	10UL304805	10UL305223	10UL305568
10UL294439	10UL294866	10UL301331	10UL301825	10UL304331	10UL304811	10UL305232	10UL305577
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10UL294444	10UL294882	10UL301398	10UL301853	10UL304359	10UL304843	10UL305238	10UL305582
10UL294446	10UL294884	10UL301414	10UL301870	10UL304362	10UL304845	10UL305241	10UL305594
10UL294447	10UL294885	10UL301426	10UL301893	10UL304365	10UL304846	10UL305246	10UL305596
10UL294455	10UL294894	10UL301430	10UL301912	10UL304372	10UL304847	10UL305247	10UL305617
10UL294457	10UL294897	10UL301453	10UL301923	10UL304378	10UL304852	10UL305250	10UL305640
10UL294458	10UL294898	10UL301456	10UL301934	10UL304386	10UL304853	10UL305260	10UL305648
10UL294459	10UL294911	10UL301458	10UL301956	10UL304393	10UL304855	10UL305270	10UL305649
10UL294473	10UL294912	10UL301463	10UL301968	10UL304400	10UL304856	10UL305272	10UL305655
10UL294477	10UL294913	10UL301467	10UL301973	10UL304402	10UL304861	10UL305277	10UL305657
10UL294507	10UL294924	10UL301468	10UL301989	10UL304403	10UL304880	10UL305283	10UL305658
10UL294541	10UL294933	10UL301470	10UL301993	10UL304410	10UL304881	10UL305297	10UL305663
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10UL294564	10UL294957	10UL301475	10UL304042	10UL304435	10UL304901	10UL305301	10UL305677
10UL294569	10UL294977	10UL301487	10UL304051	10UL304445	10UL304902	10UL305302	10UL305680
10UL294590	10UL294990	10UL301509	10UL304052	10UL304466	10UL304911	10UL305312	10UL305684
10UL294609	10UL294992	10UL301526	10UL304061	10UL304472	10UL304912	10UL305321	10UL305687
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10UL294623	10UL301009	10UL301551	10UL304086	10UL304512	10UL304932	10UL305332	10UL305700
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10UL294631	10UL301039	10UL301563	10UL304100	10UL304522	10UL304955	10UL305358	10UL305703
10UL294645	10UL301040	10UL301574	10UL304107	10UL304523	10UL304960	10UL305359	10UL305704
10UL294646	10UL301041	10UL301577	10UL304112	10UL304524	10UL304964	10UL305360	10UL305710
10UL294648	10UL301043	10UL301589	10UL304116	10UL304525	10UL304969	10UL305361	10UL305722
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10UL294650	10UL301049	10UL301595	10UL304160	10UL304548	10UL304981	10UL305367	10UL305734
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10UL294671	10UL301066	10UL301598	10UL304170	10UL304554	10UL304985	10UL305372	10UL305776
10UL294677	10UL301085	10UL301602	10UL304171	10UL304556	10UL305010	10UL305373	10UL305779
10UL294689	10UL301089	10UL301613	10UL304187	10UL304559	10UL305013	10UL305374	10UL305780
10UL294717	10UL301093	10UL301620	10UL304189	10UL304565	10UL305021	10UL305384	10UL305785
10UL294741	10UL301108	10UL301641	10UL304200	10UL304570	10UL305046	10UL305385	10UL305789
10UL294742	10UL301113	10UL301643	10UL304202	10UL304571	10UL305067	10UL305386	10UL305793
10UL294743	10UL301132	10UL301644	10UL304203	10UL304572	10UL305074	10UL305387	10UL305826
10UL294744	10UL301135	10UL301670	10UL304205	10UL304600	10UL305075	10UL305388	10UL305828
10UL294745	10UL301152	10UL301700	10UL304228	10UL304602	10UL305079	10UL305389	10UL305830
10UL294755	10UL301153	10UL301706	10UL304230	10UL304610	10UL305095	10UL305390	10UL305832
10UL294765	10UL301158	10UL301708	10UL304236	10UL304652	10UL305108	10UL305407	10UL305833
10UL294769	10UL301159	10UL301730	10UL304237	10UL304676	10UL305112	10UL305412	10UL305834
10UL294773	10UL301186	10UL301732	10UL304253	10UL304679	10UL305117	10UL305417	10UL305835
10UL294774	10UL301190	10UL301733	10UL304256	10UL304681	10UL305119	10UL305418	10UL305840
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10UL294782	10UL301231	10UL301751	10UL304267	10UL304691	10UL305139	10UL305433	10UL305846
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10UL305861	10UL306186	10UL306500	10UL306843	10UL309226	10UL309683	10UL310376	10UL311062
10UL305877	10UL306189	10UL306501	10UL306844	10UL309245	10UL309686	10UL310377	10UL311074
10UL305879	10UL306191	10UL306503	10UL306857	10UL309246	10UL309687	10UL310378	10UL311079
10UL305884	10UL306193	10UL306505	10UL306859	10UL309247	10UL309718	10UL310383	10UL311089
10UL305906	10UL306194	10UL306514	10UL306862	10UL309256	10UL309726	10UL310384	10UL311090
10UL305907	10UL306215	10UL306518	10UL306875	10UL309260	10UL309735	10UL310386	10UL311093
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10UL305911	10UL306217	10UL306555	10UL306895	10UL309269	10UL309754	10UL310394	10UL311116
10UL305912	10UL306220	10UL306580	10UL306896	10UL309270	10UL309811	10UL310424	10UL311117
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10UL305915	10UL306223	10UL306609	10UL306901	10UL309288	10UL309818	10UL310428	10UL311132
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10UL305970	10UL306249	10UL306629	10UL306932	10UL309316	10UL309873	10UL310503	10UL311193
10UL305981	10UL306251	10UL306637	10UL306933	10UL309317	10UL309880	10UL310542	10UL311203
10UL305996	10UL306252	10UL306638	10UL306934	10UL309321	10UL309895	10UL310555	10UL311206
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10UL306054	10UL306300	10UL306689	10UL309015	10UL309386	10UL310043	10UL310685	10UL311325
10UL306055	10UL306302	10UL306693	10UL309031	10UL309407	10UL310052	10UL310702	10UL311329
10UL306057	10UL306304	10UL306695	10UL309035	10UL309417	10UL310053	10UL310714	10UL311330
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10UL306070	10UL306336	10UL306716	10UL309064	10UL309433	10UL310091	10UL310748	10UL311361
10UL306075	10UL306337	10UL306717	10UL309071	10UL309544	10UL310128	10UL310755	10UL311375
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10UL306095	10UL306361	10UL306722	10UL309076	10UL309569	10UL310156	10UL310896	10UL311394
10UL306096	10UL306375	10UL306725	10UL309110	10UL309573	10UL310170	10UL310897	10UL311395
10UL306100	10UL306376	10UL306726	10UL309113	10UL309576	10UL310172	10UL310933	10UL311398
10UL306101	10UL306385	10UL306728	10UL309117	10UL309585	10UL310182	10UL310937	10UL311431
10UL306102	10UL306387	10UL306730	10UL309125	10UL309587	10UL310206	10UL310963	10UL311432
10UL306105	10UL306394	10UL306736	10UL309128	10UL309596	10UL310229	10UL310964	10UL311433
10UL306106	10UL306396	10UL306750	10UL309132	10UL309597	10UL310237	10UL310969	10UL311440
10UL306120	10UL306397	10UL306756	10UL309137	10UL309598	10UL310238	10UL310976	10UL311444
10UL306121	10UL306398	10UL306758	10UL309139	10UL309599	10UL310243	10UL310978	10UL311449
10UL306122	10UL306399	10UL306775	10UL309140	10UL309600	10UL310256	10UL310981	10UL311489
10UL306127	10UL306400	10UL306780	10UL309143	10UL309601	10UL310258	10UL310982	10UL311497
10UL306134	10UL306401	10UL306781	10UL309145	10UL309606	10UL310275	10UL310987	10UL311504
10UL306135	10UL306407	10UL306782	10UL309147	10UL309618	10UL310285	10UL310988	10UL311515
10UL306136	10UL306431	10UL306786	10UL309154	10UL309652	10UL310298	10UL310991	10UL311518
10UL306138	10UL306433	10UL306793	10UL309159	10UL309654	10UL310299	10UL310996	10UL311522
10UL306148	10UL306436	10UL306805	10UL309163	10UL309655	10UL310315	10UL311009	10UL311533
10UL306151	10UL306448	10UL306806	10UL309174	10UL309665	10UL310318	10UL311026	10UL311535
10UL306152	10UL306450	10UL306807	10UL309175	10UL309669	10UL310319	10UL311037	10UL311549
10UL306172	10UL306458	10UL306813	10UL309186	10UL309670	10UL310328	10UL311038	10UL311571
10UL306174	10UL306469	10UL306816	10UL309205	10UL309672	10UL310343	10UL311039	10UL311577
10UL306178	10UL306472	10UL306818	10UL309207	10UL309673	10UL310366	10UL311042	10UL311590

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10UL311591	10UL314599	10UL315019	10UL315558	10UL316110	10UL316597	10UL317045	10UL317540
10UL311597	10UL314619	10UL315028	10UL315565	10UL316114	10UL316604	10UL317047	10UL317568
10UL311598	10UL314621	10UL315030	10UL315567	10UL316115	10UL316607	10UL317048	10UL317571
10UL311615	10UL314622	10UL315036	10UL315570	10UL316116	10UL316615	10UL317049	10UL317574
10UL311619	10UL314634	10UL315037	10UL315572	10UL316127	10UL316616	10UL317050	10UL317599
10UL311625	10UL314640	10UL315045	10UL315580	10UL316128	10UL316617	10UL317051	10UL317609
10UL311627	10UL314641	10UL315053	10UL315581	10UL316129	10UL316628	10UL317058	10UL317610
10UL311628	10UL314648	10UL315072	10UL315588	10UL316136	10UL316638	10UL317066	10UL317630
10UL311636	10UL314650	10UL315076	10UL315597	10UL316137	10UL316639	10UL317078	10UL317636
10UL311637	10UL314654	10UL315087	10UL315601	10UL316166	10UL316640	10UL317095	10UL317640
10UL311639	10UL314657	10UL315097	10UL315606	10UL316190	10UL316643	10UL317111	10UL317648
10UL311642	10UL314679	10UL315098	10UL315624	10UL316195	10UL316647	10UL317126	10UL317663
10UL311649	10UL314698	10UL315115	10UL315636	10UL316249	10UL316651	10UL317132	10UL317666
10UL311670	10UL314719	10UL315134	10UL315642	10UL316250	10UL316652	10UL317147	10UL317668
10UL311671	10UL314721	10UL315138	10UL315670	10UL316252	10UL316656	10UL317148	10UL317669
10UL311672	10UL314723	10UL315152	10UL315678	10UL316253	10UL316678	10UL317149	10UL317674
10UL311678	10UL314727	10UL315156	10UL315679	10UL316265	10UL316682	10UL317151	10UL317676
10UL311682	10UL314729	10UL315182	10UL315684	10UL316266	10UL316687	10UL317152	10UL317684
10UL311694	10UL314733	10UL315183	10UL315692	10UL316291	10UL316690	10UL317159	10UL317689
10UL311712	10UL314736	10UL315186	10UL315695	10UL316295	10UL316692	10UL317176	10UL317691
10UL311740	10UL314737	10UL315187	10UL315716	10UL316296	10UL316693	10UL317179	10UL317706
10UL311753	10UL314751	10UL315197	10UL315718	10UL316325	10UL316700	10UL317185	10UL317707
10UL311762	10UL314752	10UL315203	10UL315720	10UL316330	10UL316701	10UL317190	10UL317709
10UL311785	10UL314756	10UL315204	10UL315722	10UL316341	10UL316709	10UL317196	10UL317710
10UL311793	10UL314799	10UL315207	10UL315723	10UL316343	10UL316711	10UL317197	10UL317712
10UL311805	10UL314804	10UL315208	10UL315724	10UL316360	10UL316729	10UL317221	10UL317714
10UL311813	10UL314806	10UL315209	10UL315739	10UL316375	10UL316734	10UL317226	10UL317737
10UL311814	10UL314807	10UL315224	10UL315763	10UL316379	10UL316735	10UL317227	10UL317748
10UL311815	10UL314808	10UL315225	10UL315773	10UL316422	10UL316737	10UL317233	10UL317769
10UL311840	10UL314825	10UL315252	10UL315778	10UL316423	10UL316749	10UL317235	10UL317775
10UL311841	10UL314826	10UL315282	10UL315791	10UL316425	10UL316751	10UL317237	10UL317776
10UL311844	10UL314860	10UL315285	10UL315793	10UL316429	10UL316752	10UL317241	10UL317809
10UL311850	10UL314861	10UL315299	10UL315794	10UL316430	10UL316784	10UL317246	10UL317811
10UL311852	10UL314862	10UL315301	10UL315807	10UL316431	10UL316797	10UL317247	10UL317818
10UL311867	10UL314865	10UL315315	10UL315808	10UL316436	10UL316820	10UL317259	10UL317824
10UL311869	10UL314866	10UL315320	10UL315809	10UL316437	10UL316821	10UL317260	10UL317840
10UL311875	10UL314875	10UL315325	10UL315815	10UL316448	10UL316828	10UL317269	10UL317845
10UL311878	10UL314880	10UL315330	10UL315832	10UL316454	10UL316829	10UL317272	10UL317848
10UL311881	10UL314881	10UL315347	10UL315889	10UL316478	10UL316830	10UL317306	10UL317849
10UL311895	10UL314891	10UL315351	10UL315897	10UL316485	10UL316838	10UL317310	10UL317853
10UL311897	10UL314892	10UL315354	10UL315899	10UL316487	10UL316841	10UL317312	10UL317855
10UL311898	10UL314905	10UL315377	10UL315900	10UL316490	10UL316844	10UL317332	10UL317856
10UL311907	10UL314906	10UL315378	10UL315904	10UL316491	10UL316852	10UL317339	10UL317867
10UL311927	10UL314908	10UL315389	10UL315905	10UL316492	10UL316874	10UL317357	10UL317882
10UL311929	10UL314909	10UL315394	10UL315919	10UL316493	10UL316879	10UL317358	10UL317883
10UL311937	10UL314922	10UL315420	10UL315949	10UL316498	10UL316906	10UL317366	10UL317909
10UL311941	10UL314923	10UL315425	10UL315958	10UL316500	10UL316915	10UL317370	10UL317912
10UL311952	10UL314926	10UL315426	10UL315959	10UL316507	10UL316916	10UL317378	10UL317921
10UL311961	10UL314947	10UL315431	10UL315975	10UL316510	10UL316919	10UL317397	10UL317946
10UL311966	10UL314948	10UL315445	10UL315994	10UL316512	10UL316973	10UL317410	10UL317955
10UL311967	10UL314954	10UL315472	10UL315997	10UL316527	10UL316974	10UL317415	10UL317965
10UL311968	10UL314959	10UL315477	10UL315999	10UL316537	10UL316977	10UL317416	10UL317975
10UL311970	10UL314962	10UL315487	10UL316014	10UL316539	10UL316991	10UL317428	10UL317980
10UL311972	10UL314985	10UL315502	10UL316015	10UL316540	10UL316997	10UL317431	10UL317983
10UL311990	10UL314986	10UL315503	10UL316021	10UL316541	10UL317000	10UL317451	10UL317990
10UL314504	10UL314987	10UL315521	10UL316028	10UL316551	10UL317001	10UL317452	10UL317998
10UL314508	10UL314988	10UL315526	10UL316060	10UL316556	10UL317002	10UL317464	10UL318009
10UL314520	10UL314993	10UL315544	10UL316073	10UL316557	10UL317023	10UL317472	10UL318019
10UL314561	10UL314996	10UL315545	10UL316086	10UL316560	10UL317024	10UL317482	10UL318023
10UL314563	10UL315004	10UL315547	10UL316095	10UL316570	10UL317025	10UL317527	10UL318042
10UL314577	10UL315009	10UL315549	10UL316099	10UL316579	10UL317028	10UL317531	10UL318047
10UL314583	10UL315013	10UL315557	10UL316107	10UL316595	10UL317042	10UL317539	10UL318049

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10UL318051	10UL318619	10UL319160	10UL319566	10UL320209	10UL320683	10UL321064	10UL321562
10UL318060	10UL318625	10UL319163	10UL319590	10UL320210	10UL320684	10UL321069	10UL321566
10UL318061	10UL318629	10UL319177	10UL319594	10UL320223	10UL320686	10UL321070	10UL321572
10UL318062	10UL318632	10UL319178	10UL319617	10UL320226	10UL320687	10UL321077	10UL321575
10UL318076	10UL318640	10UL319193	10UL319634	10UL320228	10UL320697	10UL321088	10UL321581
10UL318081	10UL318643	10UL319203	10UL319643	10UL320231	10UL320699	10UL321099	10UL321590
10UL318093	10UL318647	10UL319208	10UL319656	10UL320258	10UL320702	10UL321100	10UL321599
10UL318100	10UL318648	10UL319209	10UL319666	10UL320262	10UL320717	10UL321101	10UL321629
10UL318125	10UL318649	10UL319210	10UL319676	10UL320278	10UL320720	10UL321112	10UL321637
10UL318137	10UL318678	10UL319217	10UL319702	10UL320283	10UL320726	10UL321113	10UL321638
10UL318142	10UL318680	10UL319220	10UL319739	10UL320285	10UL320757	10UL321121	10UL321640
10UL318144	10UL318714	10UL319221	10UL319740	10UL320289	10UL320758	10UL321124	10UL321641
10UL318145	10UL318718	10UL319225	10UL319753	10UL320301	10UL320765	10UL321130	10UL321642
10UL318162	10UL318719	10UL319230	10UL319766	10UL320316	10UL320770	10UL321149	10UL321654
10UL318163	10UL318720	10UL319231	10UL319775	10UL320331	10UL320771	10UL321164	10UL321657
10UL318180	10UL318730	10UL319232	10UL319789	10UL320333	10UL320779	10UL321177	10UL321663
10UL318181	10UL318738	10UL319234	10UL319792	10UL320339	10UL320793	10UL321182	10UL321677
10UL318183	10UL318750	10UL319240	10UL319796	10UL320349	10UL320794	10UL321193	10UL321696
10UL318193	10UL318756	10UL319241	10UL319798	10UL320358	10UL320797	10UL321196	10UL321743
10UL318237	10UL318788	10UL319250	10UL319814	10UL320361	10UL320800	10UL321198	10UL321744
10UL318244	10UL318802	10UL319252	10UL319817	10UL320367	10UL320802	10UL321222	10UL321745
10UL318261	10UL318805	10UL319255	10UL319850	10UL320372	10UL320803	10UL321246	10UL321747
10UL318262	10UL318807	10UL319263	10UL319867	10UL320373	10UL320806	10UL321247	10UL321749
10UL318280	10UL318830	10UL319277	10UL319868	10UL320403	10UL320814	10UL321265	10UL321751
10UL318288	10UL318834	10UL319284	10UL319870	10UL320408	10UL320816	10UL321266	10UL321759
10UL318294	10UL318837	10UL319301	10UL319890	10UL320416	10UL320852	10UL321272	10UL321768
10UL318298	10UL318855	10UL319333	10UL319897	10UL320417	10UL320853	10UL321279	10UL321774
10UL318299	10UL318856	10UL319337	10UL319898	10UL320425	10UL320854	10UL321287	10UL321777
10UL318300	10UL318884	10UL319338	10UL319905	10UL320440	10UL320874	10UL321300	10UL321780
10UL318314	10UL318900	10UL319342	10UL319917	10UL320447	10UL320875	10UL321312	10UL321787
10UL318326	10UL318925	10UL319346	10UL319934	10UL320448	10UL320882	10UL321326	10UL321788
10UL318338	10UL318936	10UL319352	10UL319945	10UL320458	10UL320892	10UL321333	10UL321795
10UL318340	10UL318937	10UL319373	10UL319946	10UL320460	10UL320895	10UL321334	10UL321796
10UL318352	10UL318941	10UL319379	10UL319967	10UL320462	10UL320908	10UL321339	10UL321798
10UL318354	10UL318942	10UL319388	10UL319988	10UL320485	10UL320915	10UL321340	10UL321833
10UL318355	10UL318946	10UL319389	10UL320001	10UL320486	10UL320920	10UL321341	10UL321865
10UL318363	10UL318969	10UL319390	10UL320011	10UL320491	10UL320921	10UL321346	10UL321868
10UL318371	10UL318993	10UL319391	10UL320017	10UL320493	10UL320928	10UL321347	10UL321869
10UL318377	10UL319001	10UL319398	10UL320021	10UL320498	10UL320934	10UL321375	10UL321870
10UL318379	10UL319011	10UL319404	10UL320031	10UL320519	10UL320937	10UL321376	10UL321873
10UL318388	10UL319012	10UL319412	10UL320032	10UL320520	10UL320962	10UL321393	10UL321874
10UL318396	10UL319027	10UL319417	10UL320033	10UL320523	10UL320963	10UL321394	10UL321903
10UL318408	10UL319031	10UL319419	10UL320050	10UL320535	10UL320973	10UL321397	10UL321920
10UL318420	10UL319049	10UL319421	10UL320056	10UL320536	10UL320974	10UL321401	10UL321921
10UL318423	10UL319053	10UL319431	10UL320067	10UL320567	10UL320976	10UL321416	10UL321924
10UL318425	10UL319064	10UL319441	10UL320087	10UL320575	10UL320977	10UL321444	10UL321942
10UL318427	10UL319065	10UL319458	10UL320097	10UL320579	10UL320984	10UL321448	10UL321943
10UL318467	10UL319066	10UL319481	10UL320102	10UL320586	10UL320990	10UL321450	10UL321947
10UL318468	10UL319075	10UL319486	10UL320121	10UL320597	10UL320994	10UL321452	10UL321948
10UL318507	10UL319076	10UL319487	10UL320123	10UL320601	10UL320998	10UL321454	10UL321952
10UL318508	10UL319081	10UL319502	10UL320141	10UL320622	10UL321000	10UL321456	10UL321967
10UL318525	10UL319082	10UL319504	10UL320142	10UL320623	10UL321004	10UL321459	10UL321968
10UL318528	10UL319094	10UL319505	10UL320147	10UL320624	10UL321017	10UL321473	10UL321978
10UL318535	10UL319095	10UL319506	10UL320153	10UL320626	10UL321021	10UL321475	10UL321980
10UL318538	10UL319096	10UL319507	10UL320185	10UL320628	10UL321022	10UL321486	10UL321983
10UL318539	10UL319097	10UL319516	10UL320186	10UL320634	10UL321027	10UL321493	10UL322012
10UL318540	10UL319101	10UL319518	10UL320187	10UL320651	10UL321028	10UL321507	10UL322014
10UL318548	10UL319108	10UL319519	10UL320188	10UL320656	10UL321032	10UL321510	10UL322028
10UL318563	10UL319136	10UL319524	10UL320189	10UL320665	10UL321041	10UL321516	10UL322032
10UL318580	10UL319140	10UL319530	10UL320198	10UL320680	10UL321054	10UL321534	10UL322037
10UL318605	10UL319155	10UL319542	10UL320200	10UL320681	10UL321055	10UL321550	10UL322038
10UL318606	10UL319159	10UL319555	10UL320208	10UL320682	10UL321056	10UL321559	10UL322042

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10UL322058	10UL322456	10UL322948	10UL323377	10UL323863	10UL324322	10UL324740	10UL325340
10UL322062	10UL322469	10UL322952	10UL323393	10UL323867	10UL324324	10UL324741	10UL325346
10UL322072	10UL322470	10UL322953	10UL323409	10UL323884	10UL324328	10UL324762	10UL325348
10UL322077	10UL322492	10UL322954	10UL323414	10UL323885	10UL324336	10UL324763	10UL325360
10UL322078	10UL322506	10UL322955	10UL323419	10UL323893	10UL324350	10UL324785	10UL325361
10UL322083	10UL322514	10UL322956	10UL323433	10UL323896	10UL324354	10UL324786	10UL325362
10UL322084	10UL322529	10UL322983	10UL323444	10UL323903	10UL324355	10UL324815	10UL325363
10UL322085	10UL322545	10UL322986	10UL323462	10UL323913	10UL324364	10UL324819	10UL325364
10UL322090	10UL322565	10UL322989	10UL323468	10UL323945	10UL324365	10UL324820	10UL325377
10UL322091	10UL322576	10UL323010	10UL323473	10UL323955	10UL324399	10UL324821	10UL325378
10UL322097	10UL322578	10UL323011	10UL323476	10UL323976	10UL324405	10UL324823	10UL325394
10UL322098	10UL322588	10UL323026	10UL323484	10UL324013	10UL324407	10UL324881	10UL325399
10UL322100	10UL322593	10UL323027	10UL323494	10UL324014	10UL324408	10UL324901	10UL325406
10UL322121	10UL322594	10UL323034	10UL323507	10UL324019	10UL324410	10UL324911	10UL325409
10UL322145	10UL322603	10UL323038	10UL323508	10UL324020	10UL324414	10UL324913	10UL325436
10UL322153	10UL322606	10UL323062	10UL323515	10UL324029	10UL324422	10UL324935	10UL325458
10UL322156	10UL322618	10UL323068	10UL323521	10UL324032	10UL324431	10UL324936	10UL325480
10UL322161	10UL322631	10UL323072	10UL323523	10UL324048	10UL324436	10UL324939	10UL325483
10UL322169	10UL322633	10UL323073	10UL323549	10UL324052	10UL324437	10UL324950	10UL325484
10UL322184	10UL322636	10UL323076	10UL323562	10UL324053	10UL324439	10UL324970	10UL325502
10UL322187	10UL322656	10UL323087	10UL323569	10UL324058	10UL324441	10UL324975	10UL325532
10UL322192	10UL322658	10UL323092	10UL323571	10UL324077	10UL324447	10UL325007	10UL325533
10UL322218	10UL322659	10UL323095	10UL323572	10UL324078	10UL324451	10UL325010	10UL325552
10UL322225	10UL322660	10UL323106	10UL323574	10UL324079	10UL324462	10UL325011	10UL325554
10UL322233	10UL322666	10UL323107	10UL323578	10UL324083	10UL324480	10UL325012	10UL325558
10UL322238	10UL322671	10UL323114	10UL323579	10UL324084	10UL324481	10UL325024	10UL325561
10UL322241	10UL322675	10UL323130	10UL323580	10UL324090	10UL324504	10UL325026	10UL325562
10UL322242	10UL322676	10UL323133	10UL323600	10UL324124	10UL324515	10UL325034	10UL325563
10UL322244	10UL322693	10UL323145	10UL323601	10UL324129	10UL324524	10UL325047	10UL325572
10UL322245	10UL322695	10UL323149	10UL323619	10UL324130	10UL324525	10UL325048	10UL325580
10UL322246	10UL322696	10UL323152	10UL323629	10UL324167	10UL324530	10UL325059	10UL325583
10UL322248	10UL322713	10UL323155	10UL323661	10UL324170	10UL324542	10UL325063	10UL325609
10UL322268	10UL322714	10UL323156	10UL323663	10UL324171	10UL324544	10UL325070	10UL325616
10UL322269	10UL322717	10UL323166	10UL323677	10UL324182	10UL324549	10UL325083	10UL325632
10UL322295	10UL322740	10UL323167	10UL323683	10UL324184	10UL324575	10UL325087	10UL325659
10UL322301	10UL322776	10UL323168	10UL323684	10UL324185	10UL324582	10UL325096	10UL325702
10UL322302	10UL322801	10UL323175	10UL323685	10UL324198	10UL324583	10UL325101	10UL325707
10UL322303	10UL322806	10UL323183	10UL323686	10UL324200	10UL324597	10UL325111	10UL325741
10UL322308	10UL322807	10UL323189	10UL323687	10UL324204	10UL324598	10UL325112	10UL325757
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10UL322344	10UL322832	10UL323210	10UL323732	10UL324225	10UL324622	10UL325157	10UL325863
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10UL322368	10UL322865	10UL323272	10UL323767	10UL324249	10UL324634	10UL325211	10UL326093
10UL322369	10UL322866	10UL323321	10UL323769	10UL324250	10UL324642	10UL325215	10UL326096
10UL322372	10UL322870	10UL323328	10UL323779	10UL324255	10UL324643	10UL325247	10UL326098
10UL322374	10UL322874	10UL323343	10UL323812	10UL324256	10UL324647	10UL325248	10UL326110
10UL322375	10UL322879	10UL323346	10UL323815	10UL324258	10UL324659	10UL325266	10UL326111
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10UL322420	10UL322889	10UL323353	10UL323820	10UL324274	10UL324699	10UL325308	10UL326141
10UL322425	10UL322890	10UL323354	10UL323821	10UL324276	10UL324703	10UL325314	10UL326143
10UL322438	10UL322906	10UL323357	10UL323827	10UL324281	10UL324710	10UL325317	10UL326147
10UL322443	10UL322924	10UL323362	10UL323828	10UL324288	10UL324714	10UL325327	10UL326204
10UL322444	10UL322934	10UL323365	10UL323832	10UL324289	10UL324733	10UL325328	10UL326216
10UL322446	10UL322935	10UL323372	10UL323835	10UL324293	10UL324737	10UL325335	10UL326304
10UL322455	10UL322943	10UL323373	10UL323837	10UL324295	10UL324738	10UL325336	10UL326309

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10UL326316	10UL327367	10UL328329	10UL329692	10UL331568	10UL335166	10UL342992	10UL347193
10UL326391	10UL327368	10UL328381	10UL329733	10UL331592	10UL335168	10UL342997	10UL347322
10UL326398	10UL327372	10UL328401	10UL329738	10UL331623	10UL335244	10UL343037	10UL347355
10UL326420	10UL327379	10UL328416	10UL329775	10UL331726	10UL335245	10UL343121	10UL347356
10UL326431	10UL327439	10UL328449	10UL329776	10UL331727	10UL335246	10UL343248	10UL347595
10UL326439	10UL327444	10UL328456	10UL329786	10UL331885	10UL335300	10UL343277	10UL347618
10UL326455	10UL327452	10UL328479	10UL329792	10UL331890	10UL335352	10UL343342	10UL347669
10UL326470	10UL327486	10UL328499	10UL329899	10UL331962	10UL335369	10UL343378	10UL347682
10UL326493	10UL327518	10UL328505	10UL330048	10UL331963	10UL335370	10UL343409	10UL347779
10UL326496	10UL327521	10UL328535	10UL330062	10UL331964	10UL335371	10UL343453	10UL347789
10UL326497	10UL327522	10UL328561	10UL330074	10UL331974	10UL335413	10UL343557	10UL347888
10UL326498	10UL327523	10UL328628	10UL330118	10UL332007	10UL335414	10UL343626	10UL347965
10UL326499	10UL327525	10UL328632	10UL330165	10UL332011	10UL335419	10UL343660	10UL348122
10UL326524	10UL327538	10UL328686	10UL330167	10UL332102	10UL335499	10UL343766	10UL348186
10UL326532	10UL327601	10UL328689	10UL330172	10UL332195	10UL336024	10UL343769	10UL348316
10UL326534	10UL327615	10UL328710	10UL330173	10UL332389	10UL336185	10UL343820	10UL348370
10UL326539	10UL327649	10UL328746	10UL330185	10UL332390	10UL336204	10UL343849	10UL348371
10UL326549	10UL327685	10UL328782	10UL330192	10UL332400	10UL336371	10UL343918	10UL348372
10UL326589	10UL327698	10UL328783	10UL330303	10UL332463	10UL336446	10UL344046	10UL348373
10UL326602	10UL327702	10UL328806	10UL330314	10UL332464	10UL338057	10UL344093	10UL348397
10UL326620	10UL327703	10UL328820	10UL330386	10UL332533	10UL338062	10UL344254	10UL348497
10UL326652	10UL327714	10UL328821	10UL330390	10UL332554	10UL338072	10UL344256	10UL348516
10UL326655	10UL327716	10UL328839	10UL330461	10UL332655	10UL338073	10UL344303	10UL348581
10UL326661	10UL327744	10UL328861	10UL330462	10UL332801	10UL338074	10UL344307	10UL348742
10UL326697	10UL327767	10UL328886	10UL330516	10UL332820	10UL338104	10UL344373	10UL348808
10UL326698	10UL327769	10UL328891	10UL330517	10UL332832	10UL338194	10UL344458	10UL348827
10UL326727	10UL327770	10UL328946	10UL330519	10UL332847	10UL338295	10UL344565	10UL348831
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10UL326735	10UL327792	10UL329011	10UL330610	10UL332959	10UL338358	10UL344736	10UL349044
10UL326762	10UL327793	10UL329015	10UL330658	10UL333081	10UL338372	10UL344897	10UL349064
10UL326772	10UL327875	10UL329033	10UL330677	10UL333082	10UL338449	10UL344965	10UL349065
10UL326773	10UL327887	10UL329106	10UL330678	10UL333083	10UL338596	10UL344975	10UL349098
10UL326795	10UL327921	10UL329113	10UL330702	10UL333128	10UL338597	10UL345039	10UL349141
10UL326816	10UL327933	10UL329127	10UL330771	10UL333129	10UL338733	10UL345057	10UL349142
10UL326828	10UL327979	10UL329128	10UL330819	10UL333132	10UL338802	10UL345179	10UL349143
10UL326864	10UL328004	10UL329131	10UL330838	10UL333388	10UL338805	10UL345202	10UL349144
10UL326919	10UL328036	10UL329264	10UL330873	10UL333394	10UL338875	10UL345536	10UL349145
10UL326920	10UL328041	10UL329265	10UL330888	10UL333402	10UL338886	10UL345674	10UL349184
10UL326944	10UL328046	10UL329273	10UL330901	10UL333540	10UL338887	10UL345735	10UL349185
10UL326988	10UL328047	10UL329274	10UL330928	10UL333581	10UL338949	10UL345826	10UL349225
10UL326991	10UL328082	10UL329291	10UL330929	10UL333582	10UL339432	10UL345856	10UL349238
10UL327008	10UL328096	10UL329298	10UL330966	10UL333609	10UL339436	10UL345937	10UL349239
10UL327025	10UL328118	10UL329314	10UL330972	10UL333702	10UL339490	10UL345950	10UL349240
10UL327042	10UL328119	10UL329333	10UL330973	10UL333703	10UL339491	10UL346044	10UL349297
10UL327051	10UL328132	10UL329351	10UL331034	10UL333818	10UL339639	10UL346074	10UL349300
10UL327056	10UL328133	10UL329385	10UL331080	10UL333894	10UL339683	10UL346088	10UL349334
10UL327058	10UL328172	10UL329447	10UL331098	10UL333925	10UL339703	10UL346132	10UL349543
10UL327085	10UL328177	10UL329459	10UL331114	10UL334047	10UL339719	10UL346247	10UL349609
10UL327094	10UL328181	10UL329485	10UL331141	10UL334079	10UL339720	10UL346309	10UL349884
10UL327095	10UL328200	10UL329493	10UL331177	10UL334083	10UL339830	10UL346331	10UL350024
10UL327158	10UL328201	10UL329513	10UL331297	10UL334152	10UL339866	10UL346390	10UL350090
10UL327162	10UL328202	10UL329514	10UL331355	10UL334212	10UL339867	10UL346441	10UL350091
10UL327199	10UL328213	10UL329539	10UL331403	10UL334218	10UL339868	10UL346492	10UL350302
10UL327227	10UL328225	10UL329551	10UL331406	10UL334222	10UL342316	10UL346495	10UL350381
10UL327275	10UL328234	10UL329570	10UL331422	10UL334347	10UL342898	10UL346545	10UL350386
10UL327311	10UL328241	10UL329571	10UL331432	10UL334448	10UL342904	10UL346579	10UL350423
10UL327314	10UL328273	10UL329624	10UL331435	10UL334449	10UL342905	10UL346714	10UL350436
10UL327352	10UL328299	10UL329636	10UL331477	10UL334465	10UL342909	10UL346715	10UL350463
10UL327358	10UL328301	10UL329637	10UL331478	10UL334589	10UL342914	10UL346756	10UL350618
10UL327360	10UL328302	10UL329640	10UL331521	10UL334721	10UL342929	10UL346782	10UL350717
10UL327363	10UL328315	10UL329646	10UL331522	10UL335002	10UL342989	10UL346783	10UL350830
10UL327365	10UL328319	10UL329648	10UL331565	10UL335100	10UL342991	10UL346998	10UL350922

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10UL351001	10UL355333	10UL359348	10UL364062	10UL369770	10UL382177	10UL390733	10UL398587
10UL351133	10UL355525	10UL359427	10UL364063	10UL369789	10UL382320	10UL390764	10UL399057
10UL351186	10UL355551	10UL359487	10UL364077	10UL369892	10UL382344	10UL390765	10UL399070
10UL351188	10UL355553	10UL359503	10UL364078	10UL371317	10UL382532	10UL390825	10UL399293
10UL351189	10UL355563	10UL360077	10UL364088	10UL371455	10UL382552	10UL390993	10UL399431
10UL351193	10UL355564	10UL360183	10UL364170	10UL371572	10UL382583	10UL391306	10UL399671
10UL351229	10UL355565	10UL360232	10UL364394	10UL371576	10UL382733	10UL391378	10UL400014
10UL351258	10UL355664	10UL360453	10UL364450	10UL371594	10UL382744	10UL391380	10UL400036
10UL351390	10UL355677	10UL360455	10UL364468	10UL371834	10UL382855	10UL391762	10UL400056
10UL351391	10UL355688	10UL360577	10UL364676	10UL371929	10UL383180	10UL391825	10UL400119
10UL351545	10UL355846	10UL360578	10UL364940	10UL371963	10UL383318	10UL392022	10UL400319
10UL351682	10UL355901	10UL360585	10UL365012	10UL372022	10UL383357	10UL392040	10UL400546
10UL351831	10UL355902	10UL360668	10UL365031	10UL372029	10UL383359	10UL392153	10UL400555
10UL351851	10UL355905	10UL360670	10UL365033	10UL372038	10UL383399	10UL392180	10UL400576
10UL351866	10UL355906	10UL360691	10UL365111	10UL372306	10UL383474	10UL392249	10UL400812
10UL351867	10UL356083	10UL360728	10UL365136	10UL372336	10UL383625	10UL392258	10UL401010
10UL351869	10UL356084	10UL360729	10UL365137	10UL372337	10UL383943	10UL392271	10UL401306
10UL351875	10UL356095	10UL360998	10UL365477	10UL372353	10UL383946	10UL392414	10UL401348
10UL352026	10UL356135	10UL361124	10UL365557	10UL372431	10UL384068	10UL392423	10UL401568
10UL352032	10UL356141	10UL361134	10UL365611	10UL372586	10UL384071	10UL392455	10UL401608
10UL352035	10UL356336	10UL361172	10UL365612	10UL372589	10UL384080	10UL392470	10UL402237
10UL352076	10UL356345	10UL361184	10UL365613	10UL373182	10UL384334	10UL392471	10UL402275
10UL352090	10UL356349	10UL361186	10UL365716	10UL373479	10UL384364	10UL392474	10UL402287
10UL352205	10UL356467	10UL361190	10UL365749	10UL373480	10UL384389	10UL392475	10UL402752
10UL352247	10UL356576	10UL361205	10UL365935	10UL373651	10UL384468	10UL392860	10UL402787
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10UL352685	10UL356578	10UL361311	10UL366000	10UL373668	10UL384849	10UL392956	10UL402846
10UL352737	10UL356579	10UL361456	10UL366075	10UL373674	10UL384872	10UL393217	10UL403076
10UL352871	10UL356743	10UL361467	10UL366169	10UL373675	10UL385011	10UL393376	10UL403093
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10UL352895	10UL356794	10UL361608	10UL366356	10UL373765	10UL385081	10UL393859	10UL403472
10UL352971	10UL356972	10UL361609	10UL366508	10UL373769	10UL385123	10UL393876	10UL403473
10UL353180	10UL356999	10UL361698	10UL366509	10UL373779	10UL385463	10UL394051	10UL403474
10UL353188	10UL357093	10UL361699	10UL366510	10UL373838	10UL385464	10UL394068	10UL403655
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10UL353359	10UL357336	10UL361776	10UL366834	10UL374445	10UL386704	10UL394550	10UL404308
10UL353362	10UL357367	10UL361796	10UL366993	10UL374724	10UL387353	10UL394763	10UL404315
10UL353363	10UL357372	10UL361912	10UL367027	10UL374776	10UL387713	10UL395010	10UL404351
10UL353407	10UL357540	10UL361967	10UL367470	10UL374779	10UL387736	10UL395015	10UL404352
10UL353468	10UL357662	10UL362062	10UL367523	10UL374780	10UL387745	10UL395022	10UL404382
10UL353578	10UL357698	10UL362098	10UL367887	10UL380062	10UL388017	10UL395092	10UL404780
10UL353600	10UL357875	10UL362122	10UL367888	10UL380074	10UL388019	10UL395274	10UL404989
10UL353620	10UL357935	10UL362123	10UL367927	10UL380089	10UL388261	10UL395381	10UL405165
10UL353667	10UL357952	10UL362124	10UL367938	10UL380533	10UL388269	10UL395502	10UL405951
10UL353727	10UL357981	10UL362204	10UL367947	10UL380539	10UL388306	10UL395503	10UL405958
10UL353882	10UL358029	10UL362239	10UL367970	10UL380776	10UL388357	10UL395513	10UL406415
10UL353984	10UL358054	10UL362686	10UL368018	10UL380777	10UL388741	10UL395516	10UL406504
10UL354016	10UL358223	10UL362689	10UL368282	10UL381154	10UL388864	10UL395719	10UL406507
10UL354246	10UL358457	10UL362957	10UL368384	10UL381218	10UL389070	10UL396515	10UL406527
10UL354540	10UL358558	10UL363121	10UL368448	10UL381242	10UL389236	10UL396549	10UL406666
10UL354541	10UL358822	10UL363200	10UL368591	10UL381252	10UL389246	10UL396690	10UL406667
10UL354542	10UL358862	10UL363368	10UL368770	10UL381253	10UL389434	10UL396885	10UL406668
10UL354779	10UL358868	10UL363369	10UL369109	10UL381339	10UL389635	10UL397586	10UL406729
10UL354863	10UL358871	10UL363373	10UL369110	10UL381674	10UL389811	10UL398103	10UL406745
10UL354895	10UL359030	10UL363523	10UL369148	10UL381691	10UL390196	10UL398104	10UL406883
10UL354896	10UL359060	10UL363723	10UL369336	10UL381692	10UL390207	10UL398105	10UL406893
10UL354932	10UL359170	10UL363746	10UL369514	10UL381693	10UL390238	10UL398135	10UL406902
10UL354947	10UL359171	10UL363762	10UL369515	10UL381706	10UL390252	10UL398558	10UL406909
10UL355239	10UL359274	10UL363782	10UL369569	10UL382060	10UL390288	10UL398570	10UL406910
10UL355289	10UL359280	10UL363947	10UL369763	10UL382061	10UL390436	10UL398585	10UL406911

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10UL407859	10UL416026	10UL425823	10UL438026	10WP185136	10WP185751	10WP186261	10WP186460
10UL407860	10UL416043	10UL425842	10UL438122	10WP185144	10WP185754	10WP186270	10WP186472
10UL407863	10UL416190	10UL425848	10UL438137	10WP185145	10WP185759	10WP186278	10WP186476
10UL407933	10UL416301	10UL425999	10UL438295	10WP185160	10WP185765	10WP186288	10WP186497
10UL407949	10UL416302	10UL426077	10UL438440	10WP185162	10WP185772	10WP186289	10WP186512
10UL408219	10UL416318	10UL426097	10UL438445	10WP185164	10WP185773	10WP186291	10WP186513
10UL408275	10UL416325	10UL426130	10UL438448	10WP185173	10WP185795	10WP186293	10WP186517
10UL408278	10UL416330	10UL426132	10UL438449	10WP185176	10WP185796	10WP186298	10WP186520
10UL408417	10UL416344	10UL426390	10UL438870	10WP185183	10WP185797	10WP186300	10WP186528
10UL408718	10UL416458	10UL426391	10UL438889	10WP185205	10WP185832	10WP186309	10WP186551
10UL408814	10UL416471	10UL426392	10UL438891	10WP185223	10WP185839	10WP186315	10WP186573
10UL409005	10UL416505	10UL426395	10UL438977	10WP185252	10WP185843	10WP186317	10WP186575
10UL409096	10UL416818	10UL426396	10UL439085	10WP185266	10WP185854	10WP186318	10WP186581
10UL409356	10UL416819	10UL426765	10UL439148	10WP185267	10WP185855	10WP186325	10WP186585
10UL409401	10UL416834	10UL426766	10UL439299	10WP185291	10WP185856	10WP186327	10WP186590
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10UL409433	10UL417675	10UL426975	10UL440671	10WP185350	10WP185871	10WP186332	10WP186594
10UL409438	10UL417996	10UL427195	10UL440688	10WP185353	10WP185898	10WP186336	10WP186599
10UL409440	10UL418205	10UL427196	10UL442116	10WP185356	10WP185901	10WP186341	10WP186607
10UL409441	10UL418217	10UL427198	10UL442517	10WP185357	10WP185910	10WP186345	10WP186614
10UL409624	10UL418219	10UL427455	10UL442621	10WP185373	10WP185913	10WP186347	10WP186621
10UL409761	10UL418222	10UL427456	10UL442762	10WP185402	10WP185922	10WP186348	10WP186623
10UL409968	10UL418251	10UL427457	10UL442996	10WP185418	10WP185924	10WP186351	10WP186624
10UL410701	10UL418339	10UL427499	10UL443589	10WP185419	10WP185938	10WP186360	10WP186626
10UL410717	10UL418509	10UL428232	10UL443693	10WP185447	10WP185942	10WP186362	10WP186629
10UL410746	10UL419825	10UL428233	10UL444454	10WP185453	10WP185978	10WP186363	10WP186631
10UL411049	10UL419897	10UL428234	10UL444818	10WP185457	10WP185990	10WP186367	10WP186632
10UL411557	10UL420069	10UL428330	10UL444958	10WP185458	10WP186004	10WP186368	10WP186654
10UL411608	10UL420271	10UL428817	10UL445555	10WP185460	10WP186009	10WP186376	10WP186655
10UL411609	10UL420291	10UL429267	10UL446526	10WP185462	10WP186014	10WP186378	10WP186656
10UL412114	10UL420423	10UL429298	10UL446814	10WP185463	10WP186026	10WP186379	10WP186662
10UL412264	10UL420425	10UL429299	10UL446942	10WP185464	10WP186030	10WP186382	10WP186664
10UL412303	10UL420432	10UL429723	10UL448902	10WP185465	10WP186037	10WP186386	10WP186671
10UL412341	10UL420785	10UL430683	10UL448906	10WP185471	10WP186050	10WP186389	10WP186699
10UL412686	10UL421141	10UL430684	10UL449289	10WP185477	10WP186052	10WP186390	10WP186700
10UL412987	10UL421479	10UL431047	10UL449290	10WP185483	10WP186083	10WP186393	10WP186728
10UL413029	10UL421480	10UL431074	10UL450263	10WP185490	10WP186087	10WP186394	10WP186740
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10UL413221	10UL421500	10UL431336	10UL450344	10WP185506	10WP186095	10WP186399	10WP186753
10UL413224	10UL421974	10UL431349	10UL450347	10WP185531	10WP186099	10WP186403	10WP186758
10UL413227	10UL422540	10UL431350	10UL450616	10WP185532	10WP186110	10WP186404	10WP186764
10UL413228	10UL423017	10UL431758	10UL450642	10WP185537	10WP186112	10WP186407	10WP186765
10UL413249	10UL423405	10UL431759	10UL450643	10WP185561	10WP186123	10WP186408	10WP186766
10UL413935	10UL423428	10UL431760	10UL491090	10WP185562	10WP186125	10WP186413	10WP186767
10UL414008	10UL423429	10UL431789	10WP185025	10WP185595	10WP186133	10WP186414	10WP186774
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10UL414158	10UL423458	10UL432748	10WP185040	10WP185604	10WP186189	10WP186419	10WP186796
10UL414183	10UL423461	10UL432749	10WP185049	10WP185605	10WP186191	10WP186420	10WP186797
10UL414199	10UL423501	10UL433124	10WP185051	10WP185608	10WP186201	10WP186421	10WP186803
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10UL415016	10UL424851	10UL433835	10WP185087	10WP185646	10WP186220	10WP186433	10WP186847
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10UL415755	10UL424900	10UL435315	10WP185106	10WP185686	10WP186234	10WP186447	10WP186892
10UL415895	10UL425052	10UL435852	10WP185107	10WP185692	10WP186236	10WP186448	10WP186893
10UL415899	10UL425507	10UL435870	10WP185116	10WP185694	10WP186242	10WP186456	10WP186897
10UL415924	10UL425628	10UL436868	10WP185129	10WP185732	10WP186260	10WP186459	10WP186906

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10WP186912	10WP187385	10WP187961	10WP188324	10WP188878	10WP189190	10WP189734	10WP190303
10WP186919	10WP187387	10WP187962	10WP188327	10WP188879	10WP189193	10WP189748	10WP190306
10WP186932	10WP187388	10WP187973	10WP188329	10WP188880	10WP189202	10WP189751	10WP190307
10WP186933	10WP187398	10WP187980	10WP188330	10WP188885	10WP189213	10WP189773	10WP190316
10WP186942	10WP187414	10WP187988	10WP188352	10WP188888	10WP189220	10WP189791	10WP190322
10WP186960	10WP187415	10WP188001	10WP188355	10WP188890	10WP189230	10WP189792	10WP190328
10WP186964	10WP187423	10WP188003	10WP188374	10WP188891	10WP189232	10WP189793	10WP190332
10WP186967	10WP187444	10WP188004	10WP188382	10WP188894	10WP189239	10WP189794	10WP190333
10WP186970	10WP187454	10WP188009	10WP188383	10WP188895	10WP189240	10WP189795	10WP190335
10WP186982	10WP187461	10WP188010	10WP188388	10WP188907	10WP189255	10WP189796	10WP190336
10WP186990	10WP187471	10WP188020	10WP188389	10WP188908	10WP189262	10WP189807	10WP190337
10WP187033	10WP187493	10WP188025	10WP188391	10WP188912	10WP189280	10WP189810	10WP190340
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10WP187053	10WP187526	10WP188029	10WP188414	10WP188916	10WP189297	10WP189813	10WP190345
10WP187054	10WP187527	10WP188046	10WP188415	10WP188926	10WP189316	10WP189814	10WP190350
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10WP187100	10WP187587	10WP188086	10WP188486	10WP188965	10WP189411	10WP189947	10WP190362
10WP187111	10WP187589	10WP188087	10WP188494	10WP188986	10WP189416	10WP189948	10WP190363
10WP187114	10WP187602	10WP188098	10WP188497	10WP188995	10WP189423	10WP189949	10WP190365
10WP187121	10WP187613	10WP188107	10WP188551	10WP188996	10WP189424	10WP189950	10WP190366
10WP187130	10WP187620	10WP188113	10WP188560	10WP189008	10WP189426	10WP189952	10WP190367
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10WP187140	10WP187648	10WP188116	10WP188567	10WP189023	10WP189447	10WP189963	10WP190398
10WP187141	10WP187662	10WP188118	10WP188600	10WP189025	10WP189459	10WP190000	10WP190402
10WP187153	10WP187666	10WP188123	10WP188603	10WP189026	10WP189461	10WP190001	10WP190405
10WP187161	10WP187679	10WP188124	10WP188605	10WP189027	10WP189463	10WP190006	10WP190406
10WP187168	10WP187701	10WP188133	10WP188606	10WP189029	10WP189464	10WP190009	10WP190411
10WP187175	10WP187706	10WP188134	10WP188608	10WP189041	10WP189479	10WP190018	10WP190413
10WP187183	10WP187740	10WP188151	10WP188609	10WP189046	10WP189501	10WP190019	10WP190418
10WP187184	10WP187750	10WP188162	10WP188623	10WP189051	10WP189502	10WP190020	10WP190422
10WP187191	10WP187761	10WP188172	10WP188629	10WP189052	10WP189503	10WP190062	10WP190434
10WP187192	10WP187799	10WP188177	10WP188655	10WP189056	10WP189512	10WP190063	10WP190435
10WP187210	10WP187807	10WP188178	10WP188656	10WP189069	10WP189513	10WP190065	10WP190436
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10WP187217	10WP187815	10WP188183	10WP188720	10WP189087	10WP189521	10WP190102	10WP190445
10WP187238	10WP187816	10WP188210	10WP188741	10WP189090	10WP189523	10WP190103	10WP190447
10WP187239	10WP187837	10WP188211	10WP188750	10WP189095	10WP189528	10WP190120	10WP190460
10WP187256	10WP187838	10WP188224	10WP188753	10WP189096	10WP189532	10WP190149	10WP190462
10WP187280	10WP187839	10WP188225	10WP188756	10WP189112	10WP189533	10WP190157	10WP190470
10WP187281	10WP187840	10WP188227	10WP188757	10WP189122	10WP189547	10WP190174	10WP190471
10WP187300	10WP187841	10WP188237	10WP188769	10WP189123	10WP189558	10WP190209	10WP190473
10WP187309	10WP187843	10WP188238	10WP188770	10WP189127	10WP189568	10WP190216	10WP190482
10WP187310	10WP187869	10WP188245	10WP188775	10WP189144	10WP189574	10WP190219	10WP190487
10WP187321	10WP187878	10WP188254	10WP188777	10WP189147	10WP189575	10WP190221	10WP190488
10WP187323	10WP187882	10WP188259	10WP188782	10WP189151	10WP189619	10WP190230	10WP190494
10WP187328	10WP187883	10WP188262	10WP188790	10WP189158	10WP189624	10WP190239	10WP190495
10WP187340	10WP187890	10WP188268	10WP188791	10WP189164	10WP189643	10WP190255	10WP190496
10WP187344	10WP187891	10WP188269	10WP188811	10WP189165	10WP189648	10WP190262	10WP190497
10WP187347	10WP187896	10WP188272	10WP188813	10WP189168	10WP189658	10WP190267	10WP190500
10WP187353	10WP187897	10WP188288	10WP188816	10WP189173	10WP189676	10WP190271	10WP190516
10WP187359	10WP187925	10WP188297	10WP188825	10WP189177	10WP189679	10WP190272	10WP190520
10WP187371	10WP187944	10WP188302	10WP188828	10WP189178	10WP189686	10WP190279	10WP190521
10WP187374	10WP187945	10WP188308	10WP188843	10WP189182	10WP189701	10WP190284	10WP190544
10WP187377	10WP187950	10WP188309	10WP188844	10WP189183	10WP189704	10WP190294	10WP190545
10WP187382	10WP187951	10WP188312	10WP188854	10WP189185	10WP189726	10WP190298	10WP190547
10WP187383	10WP187952	10WP188317	10WP188855	10WP189187	10WP189727	10WP190299	10WP190552

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10WP190556	10WP190937	10WP191299	10WP191766	10WP192407	10WP192766	10WP193198	10WP193540
10WP190560	10WP190938	10WP191301	10WP191770	10WP192408	10WP192768	10WP193201	10WP193541
10WP190561	10WP190951	10WP191309	10WP191773	10WP192410	10WP192778	10WP193205	10WP193545
10WP190562	10WP190955	10WP191312	10WP191774	10WP192414	10WP192795	10WP193206	10WP193548
10WP190563	10WP190962	10WP191317	10WP191789	10WP192426	10WP192797	10WP193207	10WP193555
10WP190564	10WP190989	10WP191320	10WP191790	10WP192449	10WP192798	10WP193208	10WP193558
10WP190567	10WP190996	10WP191321	10WP191797	10WP192455	10WP192799	10WP193209	10WP193559
10WP190568	10WP191006	10WP191348	10WP191798	10WP192459	10WP192836	10WP193211	10WP193561
10WP190571	10WP191013	10WP191349	10WP191803	10WP192460	10WP192853	10WP193212	10WP193566
10WP190573	10WP191019	10WP191352	10WP191806	10WP192472	10WP192862	10WP193213	10WP193567
10WP190575	10WP191021	10WP191358	10WP191808	10WP192474	10WP192871	10WP193234	10WP193573
10WP190590	10WP191022	10WP191369	10WP191809	10WP192475	10WP192872	10WP193238	10WP193574
10WP190601	10WP191030	10WP191380	10WP191822	10WP192476	10WP192875	10WP193242	10WP193580
10WP190602	10WP191031	10WP191382	10WP191863	10WP192484	10WP192876	10WP193243	10WP193582
10WP190606	10WP191034	10WP191389	10WP191864	10WP192485	10WP192892	10WP193245	10WP193586
10WP190609	10WP191036	10WP191391	10WP191881	10WP192489	10WP192893	10WP193251	10WP193590
10WP190614	10WP191050	10WP191394	10WP191899	10WP192490	10WP192894	10WP193254	10WP193594
10WP190628	10WP191059	10WP191400	10WP191900	10WP192491	10WP192898	10WP193256	10WP193595
10WP190629	10WP191060	10WP191430	10WP191906	10WP192492	10WP192901	10WP193278	10WP193603
10WP190630	10WP191061	10WP191435	10WP191910	10WP192499	10WP192903	10WP193291	10WP193606
10WP190631	10WP191062	10WP191452	10WP191927	10WP192500	10WP192929	10WP193292	10WP193607
10WP190633	10WP191063	10WP191469	10WP191937	10WP192504	10WP192932	10WP193321	10WP193612
10WP190634	10WP191080	10WP191470	10WP191938	10WP192511	10WP192941	10WP193322	10WP193615
10WP190635	10WP191081	10WP191471	10WP191943	10WP192512	10WP192942	10WP193329	10WP193621
10WP190645	10WP191082	10WP191476	10WP191944	10WP192514	10WP192955	10WP193332	10WP193623
10WP190668	10WP191087	10WP191500	10WP191954	10WP192515	10WP192981	10WP193333	10WP193626
10WP190685	10WP191096	10WP191511	10WP191956	10WP192526	10WP192982	10WP193359	10WP193632
10WP190686	10WP191103	10WP191512	10WP191957	10WP192544	10WP192984	10WP193368	10WP193636
10WP190702	10WP191116	10WP191513	10WP191958	10WP192550	10WP192989	10WP193374	10WP193637
10WP190732	10WP191128	10WP191523	10WP191959	10WP192566	10WP192990	10WP193375	10WP193643
10WP190743	10WP191130	10WP191527	10WP191985	10WP192567	10WP192997	10WP193380	10WP193649
10WP190748	10WP191134	10WP191536	10WP191997	10WP192574	10WP193006	10WP193384	10WP193651
10WP190749	10WP191140	10WP191537	10WP192019	10WP192607	10WP193023	10WP193385	10WP193663
10WP190767	10WP191146	10WP191548	10WP192020	10WP192609	10WP193024	10WP193394	10WP193665
10WP190768	10WP191147	10WP191549	10WP192047	10WP192612	10WP193053	10WP193395	10WP193675
10WP190774	10WP191149	10WP191560	10WP192067	10WP192613	10WP193056	10WP193409	10WP193698
10WP190775	10WP191154	10WP191562	10WP192126	10WP192616	10WP193057	10WP193410	10WP193721
10WP190778	10WP191162	10WP191563	10WP192134	10WP192617	10WP193063	10WP193429	10WP193722
10WP190779	10WP191169	10WP191565	10WP192139	10WP192626	10WP193067	10WP193430	10WP193729
10WP190789	10WP191172	10WP191573	10WP192140	10WP192627	10WP193070	10WP193436	10WP193741
10WP190810	10WP191175	10WP191586	10WP192168	10WP192639	10WP193071	10WP193442	10WP193747
10WP190820	10WP191183	10WP191590	10WP192169	10WP192640	10WP193077	10WP193443	10WP193764
10WP190836	10WP191189	10WP191607	10WP192170	10WP192644	10WP193086	10WP193444	10WP193765
10WP190844	10WP191190	10WP191618	10WP192171	10WP192645	10WP193087	10WP193445	10WP193769
10WP190845	10WP191191	10WP191623	10WP192172	10WP192648	10WP193092	10WP193447	10WP193770
10WP190846	10WP191192	10WP191653	10WP192196	10WP192651	10WP193114	10WP193448	10WP193772
10WP190853	10WP191193	10WP191659	10WP192202	10WP192652	10WP193137	10WP193449	10WP193776
10WP190859	10WP191212	10WP191660	10WP192203	10WP192673	10WP193143	10WP193451	10WP193806
10WP190860	10WP191220	10WP191665	10WP192210	10WP192674	10WP193146	10WP193461	10WP193816
10WP190861	10WP191222	10WP191668	10WP192219	10WP192678	10WP193153	10WP193462	10WP193817
10WP190868	10WP191228	10WP191692	10WP192221	10WP192680	10WP193154	10WP193464	10WP193818
10WP190880	10WP191236	10WP191694	10WP192222	10WP192681	10WP193155	10WP193465	10WP193831
10WP190882	10WP191239	10WP191695	10WP192225	10WP192704	10WP193165	10WP193471	10WP193836
10WP190883	10WP191254	10WP191717	10WP192229	10WP192722	10WP193166	10WP193477	10WP193837
10WP190884	10WP191259	10WP191719	10WP192230	10WP192731	10WP193167	10WP193480	10WP193841
10WP190888	10WP191270	10WP191733	10WP192231	10WP192737	10WP193177	10WP193483	10WP193843
10WP190891	10WP191271	10WP191741	10WP192235	10WP192738	10WP193178	10WP193485	10WP193844
10WP190894	10WP191275	10WP191755	10WP192236	10WP192748	10WP193182	10WP193508	10WP193847
10WP190903	10WP191277	10WP191757	10WP192254	10WP192749	10WP193183	10WP193522	10WP193848
10WP190912	10WP191287	10WP191758	10WP192369	10WP192751	10WP193191	10WP193525	10WP193903
10WP190913	10WP191288	10WP191762	10WP192370	10WP192754	10WP193192	10WP193530	10WP193904
10WP190931	10WP191298	10WP191765	10WP192401	10WP192761	10WP193193	10WP193533	10WP193909

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10WP193930	10WP194485	10WP195032	10WP195604	10WP196061	10WP196704	10WP211192	10WP213889
10WP193931	10WP194487	10WP195039	10WP195614	10WP196076	10WP196714	10WP213103	10WP213899
10WP193934	10WP194496	10WP195065	10WP195615	10WP196077	10WP196715	10WP213105	10WP213917
10WP193936	10WP194501	10WP195084	10WP195631	10WP196083	10WP196716	10WP213115	10WP213937
10WP193944	10WP194508	10WP195110	10WP195642	10WP196107	10WP196727	10WP213116	10WP213959
10WP193961	10WP194510	10WP195118	10WP195646	10WP196134	10WP196728	10WP213125	10WP213960
10WP193967	10WP194512	10WP195119	10WP195647	10WP196135	10WP196745	10WP213144	10WP214004
10WP193978	10WP194544	10WP195124	10WP195648	10WP196156	10WP196749	10WP213170	10WP214007
10WP194003	10WP194552	10WP195135	10WP195652	10WP196161	10WP196762	10WP213175	10WP214011
10WP194004	10WP194553	10WP195136	10WP195654	10WP196173	10WP196772	10WP213176	10WP214022
10WP194011	10WP194556	10WP195144	10WP195665	10WP196184	10WP196779	10WP213210	10WP214037
10WP194023	10WP194558	10WP195145	10WP195666	10WP196185	10WP196793	10WP213211	10WP214041
10WP194041	10WP194560	10WP195149	10WP195713	10WP196205	10WP196795	10WP213212	10WP214046
10WP194054	10WP194561	10WP195170	10WP195718	10WP196220	10WP196801	10WP213223	10WP214048
10WP194069	10WP194587	10WP195173	10WP195743	10WP196224	10WP196804	10WP213255	10WP214049
10WP194071	10WP194632	10WP195179	10WP195747	10WP196251	10WP196805	10WP213274	10WP214084
10WP194087	10WP194636	10WP195180	10WP195748	10WP196316	10WP196827	10WP213283	10WP214088
10WP194097	10WP194656	10WP195191	10WP195753	10WP196318	10WP196833	10WP213327	10WP214089
10WP194099	10WP194659	10WP195192	10WP195767	10WP196321	10WP196844	10WP213365	10WP214091
10WP194101	10WP194678	10WP195198	10WP195770	10WP196330	10WP196848	10WP213389	10WP214092
10WP194103	10WP194684	10WP195233	10WP195776	10WP196339	10WP196849	10WP213422	10WP214104
10WP194114	10WP194685	10WP195238	10WP195792	10WP196351	10WP196864	10WP213425	10WP214114
10WP194123	10WP194700	10WP195249	10WP195800	10WP196360	10WP196865	10WP213428	10WP214159
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10WP194139	10WP194754	10WP195276	10WP195812	10WP196380	10WP196917	10WP213462	10WP214223
10WP194166	10WP194758	10WP195278	10WP195814	10WP196430	10WP196923	10WP213464	10WP214224
10WP194168	10WP194777	10WP195279	10WP195832	10WP196431	10WP196930	10WP213466	10WP214259
10WP194185	10WP194778	10WP195284	10WP195833	10WP196435	10WP196933	10WP213467	10WP214272
10WP194204	10WP194806	10WP195286	10WP195844	10WP196438	10WP196939	10WP213476	10WP214276
10WP194205	10WP194811	10WP195294	10WP195854	10WP196439	10WP196940	10WP213477	10WP214292
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10WP194212	10WP194817	10WP195328	10WP195867	10WP196452	10WP197009	10WP213479	10WP214473
10WP194236	10WP194823	10WP195332	10WP195868	10WP196454	10WP197012	10WP213480	10WP214477
10WP194243	10WP194824	10WP195386	10WP195879	10WP196455	10WP197017	10WP213488	10WP214481
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10WP194285	10WP194882	10WP195408	10WP195892	10WP196537	10WP197072	10WP213507	10WP214565
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10WP194354	10WP194888	10WP195431	10WP195897	10WP196546	10WP197118	10WP213520	10WP214585
10WP194357	10WP194896	10WP195432	10WP195901	10WP196559	10WP197146	10WP213524	10WP214620
10WP194365	10WP194897	10WP195438	10WP195915	10WP196574	10WP197172	10WP213525	10WP214635
10WP194376	10WP194905	10WP195452	10WP195920	10WP196575	10WP197181	10WP213528	10WP214636
10WP194378	10WP194910	10WP195461	10WP195934	10WP196576	10WP197187	10WP213554	10WP214643
10WP194379	10WP194913	10WP195477	10WP195961	10WP196581	10WP197193	10WP213563	10WP214646
10WP194386	10WP194914	10WP195483	10WP195974	10WP196603	10WP197202	10WP213567	10WP214648
10WP194402	10WP194918	10WP195499	10WP195994	10WP196615	10WP197226	10WP213585	10WP214654
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10WP194425	10WP194944	10WP195509	10WP196007	10WP196635	10WP197230	10WP213647	10WP214701
10WP194428	10WP194945	10WP195510	10WP196023	10WP196637	10WP197236	10WP213702	10WP214702
10WP194429	10WP194969	10WP195529	10WP196024	10WP196640	10WP197237	10WP213706	10WP214714
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10WP194444	10WP194977	10WP195561	10WP196041	10WP196672	10WP197274	10WP213758	10WP214759
10WP194445	10WP194980	10WP195562	10WP196042	10WP196677	10WP197287	10WP213773	10WP214760
10WP194462	10WP194981	10WP195576	10WP196044	10WP196681	10WP197298	10WP213776	10WP214762
10WP194466	10WP195014	10WP195579	10WP196046	10WP196687	10WP197310	10WP213790	10WP214763
10WP194469	10WP195017	10WP195594	10WP196047	10WP196689	10WP197311	10WP213806	10WP214767
10WP194477	10WP195023	10WP195595	10WP196052	10WP196694	10WP197312	10WP213887	10WP214772
10WP194482	10WP195031	10WP195598	10WP196053	10WP196700	10WP197326	10WP213888	10WP214796

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10WP214799	10WP225799	10WP235239	10WP235583	10WP236011	10WP236455	10WP236873	10WP237197
10WP214823	10WP225800	10WP235240	10WP235585	10WP236013	10WP236463	10WP236874	10WP237203
10WP214837	10WP225837	10WP235244	10WP235586	10WP236021	10WP236467	10WP236879	10WP237210
10WP214845	10WP225844	10WP235245	10WP235587	10WP236022	10WP236478	10WP236881	10WP237211
10WP214846	10WP225898	10WP235272	10WP235590	10WP236027	10WP236502	10WP236883	10WP237221
10WP214868	10WP225925	10WP235273	10WP235591	10WP236050	10WP236508	10WP236884	10WP237223
10WP214874	10WP225936	10WP235280	10WP235602	10WP236053	10WP236512	10WP236888	10WP237236
10WP214953	10WP225950	10WP235281	10WP235615	10WP236067	10WP236519	10WP236899	10WP237241
10WP214974	10WP225959	10WP235282	10WP235616	10WP236071	10WP236520	10WP236901	10WP237245
10WP214994	10WP225970	10WP235283	10WP235626	10WP236076	10WP236528	10WP236903	10WP237257
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10WP215011	10WP225977	10WP235317	10WP235639	10WP236083	10WP236559	10WP236919	10WP237285
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10WP215048	10WP225994	10WP235326	10WP235668	10WP236088	10WP236575	10WP236926	10WP237313
10WP215060	10WP226000	10WP235329	10WP235699	10WP236089	10WP236580	10WP236927	10WP237315
10WP215159	10WP226006	10WP235332	10WP235701	10WP236097	10WP236585	10WP236937	10WP237318
10WP225047	10WP226016	10WP235346	10WP235713	10WP236102	10WP236592	10WP236939	10WP237321
10WP225065	10WP226017	10WP235366	10WP235720	10WP236103	10WP236601	10WP236944	10WP237323
10WP225083	10WP235006	10WP235367	10WP235728	10WP236116	10WP236645	10WP236948	10WP237325
10WP225090	10WP235010	10WP235389	10WP235729	10WP236117	10WP236648	10WP236952	10WP237335
10WP225107	10WP235011	10WP235391	10WP235730	10WP236122	10WP236650	10WP236953	10WP237336
10WP225155	10WP235015	10WP235392	10WP235732	10WP236123	10WP236652	10WP236957	10WP237339
10WP225178	10WP235021	10WP235393	10WP235765	10WP236190	10WP236658	10WP236959	10WP237349
10WP225179	10WP235022	10WP235404	10WP235771	10WP236195	10WP236659	10WP236961	10WP237356
10WP225181	10WP235025	10WP235411	10WP235789	10WP236209	10WP236676	10WP236978	10WP237365
10WP225182	10WP235027	10WP235420	10WP235802	10WP236226	10WP236694	10WP236980	10WP237375
10WP225223	10WP235037	10WP235426	10WP235817	10WP236228	10WP236708	10WP236981	10WP237393
10WP225228	10WP235038	10WP235429	10WP235823	10WP236229	10WP236709	10WP236984	10WP237403
10WP225241	10WP235051	10WP235432	10WP235839	10WP236237	10WP236732	10WP236992	10WP237414
10WP225317	10WP235055	10WP235450	10WP235841	10WP236238	10WP236741	10WP236997	10WP237419
10WP225340	10WP235056	10WP235462	10WP235843	10WP236239	10WP236751	10WP237013	10WP237420
10WP225353	10WP235057	10WP235468	10WP235855	10WP236241	10WP236760	10WP237016	10WP237421
10WP225365	10WP235061	10WP235469	10WP235862	10WP236246	10WP236762	10WP237037	10WP237422
10WP225371	10WP235067	10WP235477	10WP235864	10WP236248	10WP236774	10WP237039	10WP237423
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10WP225453	10WP235083	10WP235490	10WP235872	10WP236297	10WP236789	10WP237069	10WP237454
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10WP225549	10WP235090	10WP235494	10WP235908	10WP236328	10WP236791	10WP237072	10WP237461
10WP225555	10WP235125	10WP235498	10WP235909	10WP236330	10WP236794	10WP237078	10WP237473
10WP225556	10WP235126	10WP235500	10WP235912	10WP236332	10WP236797	10WP237086	10WP237519
10WP225573	10WP235132	10WP235506	10WP235914	10WP236337	10WP236802	10WP237096	10WP237528
10WP225607	10WP235133	10WP235510	10WP235927	10WP236338	10WP236803	10WP237097	10WP237529
10WP225608	10WP235136	10WP235511	10WP235930	10WP236339	10WP236810	10WP237099	10WP237531
10WP225615	10WP235137	10WP235513	10WP235931	10WP236343	10WP236816	10WP237106	10WP237532
10WP225616	10WP235139	10WP235515	10WP235940	10WP236346	10WP236821	10WP237110	10WP237533
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10WP225626	10WP235158	10WP235525	10WP235946	10WP236384	10WP236827	10WP237116	10WP237542
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10WP225661	10WP235196	10WP235545	10WP235954	10WP236390	10WP236833	10WP237121	10WP237546
10WP225662	10WP235197	10WP235552	10WP235963	10WP236397	10WP236845	10WP237122	10WP237547
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10WP225754	10WP235216	10WP235558	10WP235975	10WP236408	10WP236862	10WP237145	10WP237593
10WP225758	10WP235228	10WP235561	10WP235981	10WP236409	10WP236863	10WP237146	10WP237599
10WP225761	10WP235229	10WP235563	10WP235982	10WP236430	10WP236866	10WP237151	10WP237602
10WP225762	10WP235230	10WP235569	10WP235983	10WP236443	10WP236867	10WP237166	10WP237603
10WP225775	10WP235231	10WP235572	10WP235986	10WP236444	10WP236868	10WP237169	10WP237605
10WP225779	10WP235232	10WP235577	10WP235999	10WP236447	10WP236870	10WP237173	10WP237609
10WP225780	10WP235233	10WP235582	10WP236002	10WP236453	10WP236872	10WP237192	10WP237610

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10WP237623	10WP238099	10WP238452	10WP238816	10WP250416	10WP265473	10WP302123	10WP302912
10WP237629	10WP238100	10WP238464	10WP238817	10WP250420	10WP265478	10WP302124	10WP302943
10WP237671	10WP238101	10WP238465	10WP238833	10WP250426	10WP265480	10WP302133	10WP302944
10WP237674	10WP238114	10WP238466	10WP238836	10WP250433	10WP265516	10WP302157	10WP302959
10WP237677	10WP238116	10WP238467	10WP238850	10WP250434	10WP265521	10WP302214	10WP302965
10WP237683	10WP238131	10WP238472	10WP238856	10WP250435	10WP265525	10WP302228	10WP302966
10WP237690	10WP238132	10WP238482	10WP238859	10WP250436	10WP265548	10WP302233	10WP302981
10WP237701	10WP238133	10WP238483	10WP238864	10WP250443	10WP265598	10WP302236	10WP302986
10WP237710	10WP238156	10WP238486	10WP238885	10WP250444	10WP265601	10WP302268	10WP302988
10WP237718	10WP238157	10WP238504	10WP238886	10WP250446	10WP265621	10WP302278	10WP303001
10WP237719	10WP238172	10WP238515	10WP238936	10WP250453	10WP265623	10WP302303	10WP303043
10WP237781	10WP238173	10WP238525	10WP238937	10WP250454	10WP265670	10WP302308	10WP303044
10WP237782	10WP238177	10WP238546	10WP238938	10WP250466	10WP265671	10WP302310	10WP303079
10WP237793	10WP238188	10WP238553	10WP238939	10WP250306	10WP265681	10WP302314	10WP303080
10WP237795	10WP238189	10WP238557	10WP238948	10WP253040	10WP265717	10WP302316	10WP303171
10WP237802	10WP238202	10WP238561	10WP238949	10WP253042	10WP265727	10WP302339	10WP303172
10WP237804	10WP238203	10WP238563	10WP238950	10WP256258	10WP265728	10WP302344	10WP303185
10WP237805	10WP238210	10WP238564	10WP238959	10WP264907	10WP265731	10WP302361	10WP303186
10WP237811	10WP238211	10WP238565	10WP238983	10WP264908	10WP265831	10WP302374	10WP303195
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10WP237880	10WP238246	10WP238595	10WP250081	10WP265004	10WP273806	10WP302480	10WP303250
10WP237881	10WP238250	10WP238604	10WP250082	10WP265007	10WP273848	10WP302487	10WP303256
10WP237882	10WP238257	10WP238617	10WP250090	10WP265009	10WP273852	10WP302497	10WP303268
10WP237883	10WP238269	10WP238619	10WP250095	10WP265013	10WP273854	10WP302499	10WP303275
10WP237884	10WP238270	10WP238620	10WP250096	10WP265014	10WP273877	10WP302506	10WP303291
10WP237887	10WP238275	10WP238625	10WP250103	10WP265073	10WP273884	10WP302517	10WP303339
10WP237888	10WP238276	10WP238626	10WP250115	10WP265104	10WP273886	10WP302527	10WP303341
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10WP237903	10WP238295	10WP238632	10WP250138	10WP265123	10WP273914	10WP302589	10WP303360
10WP237905	10WP238299	10WP238643	10WP250142	10WP265128	10WP273920	10WP302623	10WP303361
10WP237906	10WP238300	10WP238644	10WP250153	10WP265129	10WP273932	10WP302624	10WP303370
10WP237909	10WP238301	10WP238657	10WP250169	10WP265165	10WP274005	10WP302687	10WP303372
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10WP237937	10WP238321	10WP238670	10WP250236	10WP265275	10WP274023	10WP302800	10WP303429
10WP237994	10WP238322	10WP238677	10WP250242	10WP265292	10WP274030	10WP302821	10WP303452
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10WP238070	10WP238424	10WP238790	10WP250401	10WP265467	10WP302116	10WP302902	10WP303584
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10WP303593	10WP370459	10WP371178	10WP386156	10WP387163	10WP405509	10WP405909	10WP418588
10WP303606	10WP370460	10WP371189	10WP386162	10WP387164	10WP405514	10WP405913	10WP418590
10WP303612	10WP370461	10WP371196	10WP386207	10WP387187	10WP405515	10WP405917	10WP418596
10WP303621	10WP370466	10WP371210	10WP386208	10WP387193	10WP405520	10WP405919	10WP418597
10WP303634	10WP370483	10WP371214	10WP386268	10WP387302	10WP405521	10WP405922	10WP418632
10WP303635	10WP370485	10WP371219	10WP386310	10WP387317	10WP405525	10WP405933	10WP418633
10WP303636	10WP370487	10WP371236	10WP386315	10WP387323	10WP405529	10WP405941	10WP418638
10WP303646	10WP370493	10WP385271	10WP386323	10WP387325	10WP405544	10WP405963	10WP418643
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10WP420987	10WP438358	10WP493538	10WP494065	10WT446014	10WT454458	10WT456215	10WT460940
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10WP421009	10WP493043	10WP493541	10WP494074	10WT446217	10WT454460	10WT456217	10WT460985
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10WP428530	10WP493531	10WP494048	10WT445525	10WT454455	10WT456196	10WT460931	10WT471122
10WP437746	10WP493537	10WP494053	10WT445730	10WT454456	10WT456214	10WT460939	10WT471162

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10WT471201	10WT479132	10WT482016	10WT486117	10WT491783	10WT501919	157401	160993
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10WT473028	10WT479141	10WT482071	10WT486799	10WT492364	10WT501938	157638	161039
10WT473112	10WT479142	10WT482076	10WT487603	10WT501005	10WT501944	158003	161040
10WT473126	10WT479144	10WT482077	10WT487709	10WT501023	10WT501947	158057	161041
10WT473140	10WT479147	10WT482078	10WT487711	10WT501049	10WT501950	158223	161042
10WT473174	10WT479150	10WT482079	10WT487757	10WT501058	10WT501954	158225	161066
10WT473286	10WT479151	10WT482080	10WT487782	10WT501061	10WT501996	158327	161153
10WT473372	10WT479154	10WT482081	10WT488465	10WT501069	10WT501998	158332	161165
10WT473373	10WT479155	10WT482082	10WT489316	10WT501070	10WT502002	158363	161239
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10WT474707	10WT479174	10WT483754	10WT489771	10WT501245	10WT502387	159189	161630
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10WT475559	10WT479188	10WT483758	10WT489790	10WT501268	10WT502395	159906	161806
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10WT475719	10WT479197	10WT483821	10WT489801	10WT501327	10WT502450	160101	161874
10WT475739	10WT479198	10WT483822	10WT489802	10WT501343	10WT502455	160134	161876
10WT475745	10WT479205	10WT483855	10WT489806	10WT501403	10WT502456	160135	161910
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10WT477641	10WT479707	10WT484688	10WT490790	10WT501644	151225	160489	162312
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162707	165144	166487	167822	170274	171577	173863	176083
162729	165200	166488	167830	170283	171619	173897	176088
162781	165219	166489	167859	170382	171621	173900	176092
162871	165280	166548	167886	170491	171692	173901	176105
162878	165282	166549	167919	170498	171705	173966	176176
162931	165283	166550	167920	170504	171802	173972	176179
163043	165404	166551	167925	170606	172002	174034	176184
163102	165421	166580	167994	170607	172004	174077	176311
163168	165422	166582	167998	170626	172053	174147	176314
163230	165468	166601	168012	170707	172181	174173	176337
163231	165476	166618	168013	170761	172219	174207	176359
163319	165482	166652	168108	170774	172220	174417	176369
163349	165560	166653	168109	170852	172359	174543	176487
163358	165591	166659	168214	170857	172364	174545	176489
163380	165592	166704	168239	170913	172432	174581	176549
163404	165615	166706	168388	170917	172510	174596	176596
163412	165666	166708	168394	170918	172570	174658	176597
163500	165724	166767	168399	170923	172576	174709	176601
163696	165725	166771	168455	170924	172579	174772	176632
163763	165742	166772	168486	170953	172745	174810	176702
163766	165774	166792	168499	170955	172791	174831	176791
163767	165782	166799	168663	170959	172794	174848	176798
163769	165818	166861	168681	170962	172825	174857	176838
163812	165824	166862	168688	170969	172904	174908	176842
163829	165827	166863	168772	171014	173003	174983	176918
163830	165900	166873	168777	171098	173004	174987	176933
163831	165904	166874	168830	171099	173005	175093	176964
163884	165905	166875	168836	171101	173054	175129	176970
163885	165906	166877	168838	171105	173075	175130	176979
163887	165931	166886	168869	171107	173076	175137	177291
163952	165986	167005	168903	171112	173106	175138	177369
163971	166041	167007	168911	171197	173107	175164	177408
163973	166042	167016	169002	171201	173109	175280	177409
163974	166050	167039	169008	171207	173110	175371	177418
163975	166125	167041	169015	171215	173125	175373	177518
163976	166126	167087	169081	171217	173167	175424	177562
163977	166127	167102	169090	171229	173201	175482	177571
164025	166133	167103	169097	171230	173258	175516	177762
164037	166134	167104	169178	171251	173269	175526	177786
164123	166141	167152	169180	171252	173277	175573	177937
164164	166147	167153	169182	171254	173354	175634	177938
164186	166153	167337	169268	171288	173392	175654	178036
164206	166163	167344	169303	171311	173413	175720	178108
164247	166189	167407	169330	171317	173461	175742	178216
164270	166190	167438	169567	171324	173462	175743	178263
164272	166205	167441	169651	171348	173464	175751	178310
164379	166213	167498	169693	171394	173514	175753	178324
164382	166214	167510	169719	171395	173515	175804	178327
164383	166216	167511	169735	171397	173527	175824	178329
164428	166264	167513	169807	171411	173553	175862	178409
164485	166331	167568	169867	171413	173554	175863	178475
164486	166332	167645	169870	171441	173615	175864	178566
164586	166338	167706	169921	171442	173639	175865	178567
164625	166370	167709	169922	171443	173663	175866	178569
164652	166383	167713	169929	171446	173686	175937	178571
164711	166392	167714	169954	171470	173688	175943	178680
164745	166420	167752	170052	171480	173746	175945	178827
164746	166455	167753	170190	171485	173748	175947	178828
164874	166461	167769	170191	171554	173750	175948	178915
164878	166463	167771	170192	171555	173805	175986	178927
165016	166485	167773	170193	171558	173807	175993	178947
165073	166486	167821	170249	171576	173862	176028	178959

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178963	180913	186464	2103058719	2300570838	2300606383	2300618119	2300623644
178977	180922	187045	2103064600	2300570850	2300606421	2300618229	2300623699
178981	180923	187353	2103065740	2300570856	2300606584	2300618330	2300623749
179064	180980	187367	2103067144	2300570860	2300606639	2300618356	2300623918
179065	180991	187452	2103079568	2300570881	2300606685	2300618561	2300624220
179072	180994	187455	2103109043	2300570911	2300607253	2300618578	2300624237
179152	181039	187461	2103161720	2300570912	2300607366	2300618718	2300624506
179153	181153	187465	2103164598	2300570913	2300607577	2300618769	2300624507
179156	181155	187469	2103173271	2300570927	2300607991	2300618808	2300624534
179164	181171	187473	2103180919	2300570936	2300608144	2300618868	2300624630
179257	181199	187478	2103182248	2300570957	2300608155	2300618957	2300624637
179318	181248	187479	2300006750	2300570972	2300608642	2300619101	2300624683
179320	181372	187480	2300018124	2300570983	2300608668	2300619115	2300624684
179378	181374	188302	2300019342	2300570984	2300608746	2300619194	2300624729
179415	181424	188306	2300019364	2300571014	2300609066	2300619234	2300624789
179433	181427	188310	2300024419	2300571019	2300609101	2300619275	2300624804
179503	181510	188326	2300027771	2300571026	2300609106	2300619370	2300624828
179504	181621	188831	2300028455	2300571044	2300609199	2300619463	2300624910
179505	181648	188832	2300033689	2300571048	2300609202	2300619464	2300624923
179515	181649	189281	2300037620	2300571079	2300609300	2300619523	2300624930
179517	181662	189313	2300038848	2300571089	2300609315	2300619533	2300625034
179627	181663	189314	2300039219	2300571122	2300609413	2300619551	2300625064
179734	181664	189958	2300511459	2300571126	2300609442	2300619862	2300625155
179735	181678	189959	2300514904	2300571136	2300609591	2300619933	2300625392
179743	181753	189960	2300570018	2300571150	2300609725	2300620005	2300625417
179745	181954	189968	2300570025	2300571162	2300609842	2300620039	2300625433
179822	182020	189971	2300570079	2300571163	2300609990	2300620157	2300625511
179832	182127	189986	2300570102	2300571172	2300610415	2300620203	2300625567
179899	182279	190619	2300570162	2300571194	2300610429	2300620225	2300625637
179951	182293	190620	2300570257	2300571201	2300614018	2300620298	2300625659
179952	182457	190646	2300570260	2300571220	2300614195	2300620473	2300625669
179953	182516	191059	2300570284	2300571265	2300614236	2300620520	2300625687
179955	182665	191162	2300570288	2300571281	2300614347	2300620614	2300625712
180196	182752	191443	2300570294	2300571371	2300614359	2300620846	2300625850
180204	182898	191459	2300570296	2300571391	2300614740	2300621435	2300625888
180208	183018	191472	2300570328	2300571402	2300614808	2300621480	2300625917
180209	183159	191473	2300570331	2300571406	2300615116	2300621534	2300625940
180210	183326	191483	2300570336	2300571415	2300615157	2300621535	2300625941
180215	183331	192552	2300570349	2300600838	2300615256	2300621591	2300625949
180216	183370	192556	2300570374	2300601505	2300615286	2300621598	2300625958
180220	183750	192582	2300570402	2300601672	2300615372	2300621802	2300625960
180222	183751	192589	2300570428	2300601850	2300615826	2300621850	2300625968
180227	183972	193001	2300570441	2300602091	2300616044	2300621857	2300625972
180229	184000	193012	2300570442	2300602142	2300616109	2300621880	2300626015
180341	184302	193444	2300570503	2300602415	2300616179	2300621913	2300626061
180531	184307	193456	2300570519	2300602520	2300616271	2300621918	2300626089
180605	184380	193457	2300570525	2300602729	2300616423	2300621946	2300626091
180641	185316	193464	2300570555	2300602781	2300616479	2300621956	2300626138
180685	185338	193519	2300570557	2300602822	2300616629	2300622066	2300626142
180686	185340	193536	2300570587	2300603210	2300616854	2300622098	2300626173
180687	185343	193541	2300570595	2300603479	2300616857	2300622231	2300626205
180692	185627	2103026812	2300570607	2300604128	2300616995	2300622495	2300626208
180733	185708	2103027133	2300570656	2300604132	2300617013	2300622669	2300626258
180736	185714	2103029449	2300570659	2300604161	2300617094	2300622778	2300626363
180837	185718	2103030468	2300570661	2300604607	2300617217	2300622807	2300626364
180838	185720	2103030469	2300570680	2300604747	2300617229	2300622899	2300626366
180841	185722	2103030470	2300570716	2300605330	2300617606	2300623120	2300626405
180896	185724	2103043639	2300570766	2300605418	2300617717	2300623254	2300626533
180897	186185	2103045691	2300570776	2300605630	2300617743	2300623388	2300626592
180910	186448	2103051083	2300570792	2300605666	2300617926	2300623503	2300626601
180911	186456	2103052765	2300570795	2300605886	2300618019	2300623583	2300626622
180912	186459	2103052772	2300570828	2300606096	2300618087	2300623636	2300626625

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2300626650	2300628446	2300630364	2300632091	2300633679	2300635534	2300637338	2300639165
2300626671	2300628489	2300630420	2300632101	2300633681	2300635584	2300637345	2300639195
2300626693	2300628539	2300630429	2300632135	2300633737	2300635598	2300637353	2300639250
2300626731	2300628550	2300630494	2300632138	2300633779	2300635615	2300637356	2300639329
2300626740	2300628627	2300630502	2300632176	2300633784	2300635725	2300637378	2300639381
2300626774	2300628628	2300630523	2300632188	2300633845	2300635748	2300637494	2300639385
2300626778	2300628668	2300630590	2300632189	2300633861	2300635818	2300637551	2300639444
2300626806	2300628762	2300630602	2300632307	2300633863	2300635837	2300637555	2300639461
2300626846	2300628784	2300630607	2300632316	2300633876	2300635843	2300637558	2300639538
2300626847	2300628831	2300630647	2300632377	2300633939	2300635936	2300637563	2300639543
2300626850	2300628843	2300630648	2300632394	2300633962	2300635951	2300637607	2300639645
2300626891	2300628870	2300630738	2300632453	2300633967	2300635994	2300637682	2300639679
2300626955	2300628889	2300630760	2300632476	2300633978	2300636011	2300637700	2300639709
2300626966	2300628908	2300630817	2300632478	2300634042	2300636014	2300637718	2300639757
2300626983	2300629060	2300630926	2300632519	2300634056	2300636025	2300637726	2300639787
2300626997	2300629065	2300630947	2300632521	2300634077	2300636036	2300637741	2300639804
2300627009	2300629074	2300630952	2300632535	2300634080	2300636093	2300637779	2300639806
2300627047	2300629080	2300630972	2300632598	2300634126	2300636118	2300637871	2300639834
2300627051	2300629081	2300630990	2300632642	2300634135	2300636126	2300637940	2300639857
2300627071	2300629104	2300631010	2300632692	2300634138	2300636235	2300637975	2300639868
2300627079	2300629131	2300631018	2300632714	2300634139	2300636269	2300637996	2300639869
2300627113	2300629142	2300631037	2300632726	2300634150	2300636273	2300637997	2300639870
2300627155	2300629155	2300631041	2300632733	2300634156	2300636274	2300638066	2300639929
2300627188	2300629168	2300631117	2300632739	2300634188	2300636295	2300638090	2300639937
2300627219	2300629215	2300631143	2300632743	2300634193	2300636296	2300638110	2300639938
2300627225	2300629247	2300631144	2300632771	2300634217	2300636312	2300638125	2300639939
2300627251	2300629342	2300631164	2300632783	2300634222	2300636319	2300638150	2300640030
2300627317	2300629353	2300631171	2300632785	2300634250	2300636397	2300638152	2300640095
2300627358	2300629362	2300631177	2300632846	2300634262	2300636402	2300638153	2300640118
2300627362	2300629564	2300631220	2300632853	2300634291	2300636430	2300638177	2300640121
2300627363	2300629583	2300631237	2300632869	2300634294	2300636451	2300638181	2300640168
2300627379	2300629591	2300631256	2300632908	2300634319	2300636452	2300638197	2300640170
2300627435	2300629648	2300631328	2300632936	2300634339	2300636520	2300638309	2300640225
2300627468	2300629652	2300631334	2300632977	2300634351	2300636551	2300638326	2300640238
2300627474	2300629653	2300631335	2300632991	2300634375	2300636554	2300638346	2300640244
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2300627624	2300629696	2300631340	2300633016	2300634449	2300636616	2300638430	2300640317
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2300627682	2300629719	2300631406	2300633062	2300634502	2300636667	2300638478	2300640369
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2300627721	2300629915	2300631452	2300633178	2300634736	2300636827	2300638555	2300640436
2300627729	2300629939	2300631475	2300633193	2300634752	2300636828	2300638572	2300640452
2300627758	2300629969	2300631495	2300633212	2300634770	2300636852	2300638583	2300640548
2300627881	2300629972	2300631519	2300633228	2300634850	2300636931	2300638623	2300640604
2300627885	2300629973	2300631636	2300633230	2300634884	2300636995	2300638643	2300640623
2300627985	2300630018	2300631641	2300633248	2300634889	2300637011	2300638644	2300640676
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2300628042	2300630044	2300631678	2300633296	2300634941	2300637063	2300638692	2300640693
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2300628219	2300630198	2300631923	2300633462	2300635363	2300637186	2300638941	2300640955
2300628232	2300630220	2300631987	2300633483	2300635395	2300637195	2300638997	2300640978
2300628287	2300630260	2300632013	2300633554	2300635406	2300637225	2300639065	2300641002
2300628328	2300630261	2300632021	2300633556	2300635415	2300637247	2300639067	2300641027
2300628345	2300630283	2300632030	2300633581	2300635420	2300637248	2300639080	2300641028
2300628371	2300630317	2300632041	2300633602	2300635430	2300637268	2300639143	2300641029
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2300641031	2300643125	2300645384	2300647517	2300649747	2300651828	2300654599	2300680281
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2300641165	2300643435	2300645456	2300647576	2300649754	2300651903	2300654668	2300680327
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2300641302	2300643727	2300645579	2300647653	2300649982	2300652018	2300654760	2300680343
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2300641545	2300644205	2300645903	2300648137	2300650256	2300652791	2300655097	2300680667
2300641558	2300644254	2300645938	2300648150	2300650300	2300652957	2300655104	2300680668
2300641570	2300644261	2300645946	2300648277	2300650302	2300652970	2300655334	2300680684
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2300641712	2300644361	2300646123	2300648318	2300650492	2300653108	2300655411	2300680816
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2300641732	2300644384	2300646220	2300648383	2300650587	2300653269	2300655479	2300680871
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2300641864	2300644479	2300646251	2300648481	2300650635	2300653410	2300655537	2300680918
2300641900	2300644526	2300646363	2300648483	2300650655	2300653446	2300655538	2300680962
2300641930	2300644596	2300646445	2300648543	2300650767	2300653495	2300655583	2300680990
2300641988	2300644660	2300646456	2300648557	2300650769	2300653567	2300655585	2300680992
2300642031	2300644681	2300646551	2300648588	2300650778	2300653575	2300655753	2300680993
2300642039	2300644713	2300646600	2300648589	2300650809	2300653674	2300655791	2300681007
2300642058	2300644715	2300646645	2300648598	2300650821	2300653683	2300655960	2300681019
2300642152	2300644717	2300646710	2300648646	2300650894	2300653757	2300655972	2300681029
2300642158	2300644734	2300646711	2300648662	2300650907	2300653820	2300656013	2300681032
2300642228	2300644804	2300646712	2300648694	2300650909	2300653829	2300656193	2300681048
2300642241	2300644837	2300646721	2300648723	2300650915	2300653844	2300656221	2300681059
2300642350	2300644869	2300646768	2300648744	2300650930	2300653845	2300656222	2300681060
2300642387	2300644885	2300646779	2300648746	2300650933	2300653871	2300656244	2300681065
2300642421	2300644914	2300646819	2300648821	2300650935	2300653913	2300656479	2300681079
2300642508	2300644924	2300646838	2300648877	2300650941	2300653914	2300656664	2300681082
2300642510	2300644944	2300646899	2300648978	2300651050	2300653940	2300656748	2300681105
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2300642601	2300644966	2300646940	2300649011	2300651080	2300653963	2300656759	2300681108
2300642602	2300644995	2300646961	2300649013	2300651166	2300654010	2300656852	2300681119
2300642693	2300645035	2300647201	2300649088	2300651203	2300654071	2300656853	2300681120
2300642753	2300645099	2300647282	2300649104	2300651223	2300654074	2300656892	2300681125
2300642803	2300645111	2300647287	2300649142	2300651313	2300654090	2300680011	2300681153
2300642862	2300645112	2300647328	2300649175	2300651318	2300654274	2300680024	2300681162
2300642882	2300645198	2300647354	2300649178	2300651384	2300654286	2300680052	2300681175
2300642889	2300645216	2300647374	2300649179	2300651401	2300654304	2300680085	2300681181
2300642907	2300645218	2300647378	2300649195	2300651498	2300654410	2300680153	2300681185
2300642927	2300645219	2300647379	2300649339	2300651586	2300654439	2300680172	2300681188
2300642950	2300645254	2300647380	2300649370	2300651619	2300654448	2300680198	2300681200
2300642997	2300645264	2300647396	2300649409	2300651632	2300654499	2300680236	2300681218
2300643029	2300645360	2300647463	2300649415	2300651652	2300654518	2300680255	2300681240
2300643116	2300645367	2300647468	2300649704	2300651812	2300654551	2300680277	2300681253

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2300681301	2300684249	2300685043	2300701656	2300705347	2300708657	2300712081	2300716025
2300681312	2300684254	2300685051	2300701709	2300705354	2300708660	2300712205	2300716096
2300681329	2300684255	2300685059	2300701734	2300705358	2300708728	2300712259	2300716261
2300681342	2300684283	2300685076	2300701746	2300705359	2300708758	2300712326	2300716273
2300681355	2300684286	2300685108	2300701799	2300705384	2300708926	2300712444	2300716286
2300681356	2300684287	2300685121	2300701806	2300705630	2300708945	2300712490	2300716421
2300681384	2300684313	2300685123	2300701826	2300705644	2300708960	2300712559	2300716518
2300681385	2300684337	2300685127	2300701847	2300705769	2300709023	2300712614	2300716583
2300681393	2300684340	2300685138	2300701850	2300705775	2300709104	2300712666	2300716613
2300681407	2300684378	2300685151	2300701924	2300705805	2300709128	2300712734	2300716674
2300681409	2300684379	2300685152	2300702079	2300705941	2300709133	2300712863	2300716690
2300681537	2300684387	2300685154	2300702130	2300705958	2300709170	2300713078	2300716761
2300681559	2300684390	2300685170	2300702209	2300705973	2300709214	2300713115	2300716762
2300681570	2300684405	2300685181	2300702232	2300706070	2300709259	2300713144	2300716780
2300681588	2300684408	2300685182	2300702287	2300706071	2300709348	2300713245	2300716785
2300681595	2300684410	2300685219	2300702379	2300706105	2300709352	2300713274	2300716808
2300681629	2300684431	2300685222	2300702430	2300706291	2300709367	2300713304	2300716878
2300681630	2300684435	2300685236	2300702431	2300706296	2300709384	2300713353	2300716889
2300681632	2300684447	2300685246	2300702481	2300706301	2300709421	2300713359	2300716941
2300681634	2300684466	2300685247	2300702509	2300706322	2300709488	2300713368	2300717081
2300681635	2300684486	2300685289	2300702541	2300706528	2300709648	2300713506	2300717082
2300681644	2300684510	2300685332	2300702591	2300706644	2300709675	2300713509	2300717092
2300681650	2300684513	2300685340	2300702701	2300706686	2300709724	2300713572	2300717158
2300681661	2300684558	2300685343	2300702717	2300706743	2300709875	2300713659	2300717206
2300681680	2300684574	2300685345	2300702863	2300706802	2300709906	2300713691	2300717271
2300681689	2300684595	2300685347	2300702886	2300706822	2300709949	2300713746	2300717318
2300681704	2300684626	2300685359	2300702910	2300706899	2300709967	2300713780	2300717331
2300681706	2300684649	2300685421	2300702927	2300706906	2300710016	2300713878	2300717455
2300681774	2300684655	2300685424	2300702949	2300706907	2300710067	2300713981	2300717463
2300681775	2300684661	2300685450	2300702995	2300706976	2300710186	2300714011	2300717538
2300681800	2300684677	2300685473	2300703026	2300707068	2300710195	2300714020	2300717572
2300681802	2300684701	2300685478	2300703028	2300707073	2300710199	2300714080	2300717637
2300681808	2300684704	2300685481	2300703057	2300707074	2300710237	2300714092	2300717922
2300681809	2300684711	2300685484	2300703080	2300707118	2300710271	2300714166	2300718054
2300681826	2300684715	2300685501	2300703145	2300707147	2300710317	2300714168	2300718077
2300681847	2300684733	2300685503	2300703154	2300707226	2300710355	2300714180	2300718213
2300681851	2300684737	2300685504	2300703262	2300707264	2300710364	2300714190	2300718215
2300681862	2300684744	2300685529	2300703550	2300707389	2300710490	2300714195	2300718285
2300681864	2300684752	2300685530	2300703933	2300707395	2300710522	2300714278	2300718296
2300681870	2300684764	2300685531	2300704001	2300707485	2300710571	2300714459	2300718356
2300681872	2300684779	2300685538	2300704190	2300707496	2300710695	2300714477	2300718394
2300681882	2300684788	2300685542	2300704191	2300707560	2300710794	2300714486	2300718408
2300681901	2300684814	2300685565	2300704317	2300707592	2300710991	2300714571	2300718430
2300681903	2300684824	2300685570	2300704361	2300707630	2300711006	2300714585	2300718461
2300681925	2300684842	2300700027	2300704362	2300707680	2300711120	2300714597	2300718470
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2300681966	2300684864	2300700213	2300704382	2300707724	2300711166	2300714761	2300718503
2300681992	2300684887	2300700325	2300704415	2300707763	2300711178	2300714856	2300718504
2300682012	2300684890	2300700534	2300704444	2300707814	2300711181	2300715006	2300718731
2300682043	2300684906	2300700719	2300704508	2300707817	2300711257	2300715066	2300718759
2300682079	2300684925	2300700745	2300704617	2300707818	2300711259	2300715135	2300718774
2300682095	2300684929	2300700770	2300704643	2300707958	2300711312	2300715142	2300718981
2300682103	2300684935	2300700881	2300704694	2300707981	2300711348	2300715217	2300718995
2300682127	2300684986	2300700883	2300704695	2300707992	2300711360	2300715413	2300719073
2300682128	2300684991	2300701079	2300704696	2300708068	2300711480	2300715426	2300719088
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2300684093	2300684994	2300701174	2300705004	2300708374	2300711914	2300715702	2300719123
2300684155	2300685005	2300701208	2300705005	2300708375	2300711971	2300715717	2300719174
2300684197	2300685009	2300701367	2300705034	2300708507	2300711973	2300715863	2300719179
2300684201	2300685017	2300701506	2300705203	2300708558	2300711981	2300715904	2300719215
2300684221	2300685024	2300701543	2300705268	2300708625	2300712069	2300715963	2300719246
2300684247	2300685037	2300701614	2300705312	2300708656	2300712077	2300716002	2300719304

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2300719336	2300722476	2300724214	2300726740	2300729359	2300731135	2300733449	2300735476
2300719349	2300722528	2300724277	2300726758	2300729433	2300731136	2300733482	2300735489
2300719421	2300722593	2300724346	2300726890	2300729459	2300731232	2300733488	2300735497
2300719446	2300722611	2300724457	2300726976	2300729569	2300731370	2300733559	2300735540
2300719459	2300722636	2300724469	2300726986	2300729596	2300731391	2300733596	2300735552
2300719668	2300722654	2300724506	2300727052	2300729600	2300731498	2300733600	2300735611
2300719679	2300722658	2300724550	2300727073	2300729606	2300731517	2300733670	2300735612
2300719748	2300722717	2300724552	2300727211	2300729647	2300731593	2300733715	2300735720
2300719785	2300722737	2300724572	2300727287	2300729669	2300731645	2300733739	2300735776
2300719833	2300722744	2300724612	2300727344	2300729670	2300731664	2300733765	2300735811
2300719862	2300722784	2300724693	2300727347	2300729671	2300731691	2300733793	2300735814
2300719879	2300722786	2300724742	2300727363	2300729726	2300731693	2300733798	2300735817
2300720097	2300722824	2300724750	2300727402	2300729749	2300731700	2300733862	2300735839
2300720195	2300722920	2300724845	2300727412	2300729767	2300731724	2300733902	2300736000
2300720428	2300722922	2300724856	2300727599	2300729786	2300731728	2300733936	2300736064
2300720567	2300722938	2300724927	2300727652	2300729818	2300731772	2300733957	2300736065
2300720606	2300722958	2300724990	2300727719	2300729842	2300731806	2300734014	2300736071
2300720623	2300722966	2300725006	2300727771	2300729886	2300731810	2300734187	2300736101
2300720772	2300723001	2300725008	2300727797	2300729936	2300731828	2300734208	2300736115
2300720807	2300723052	2300725041	2300727814	2300729943	2300731840	2300734261	2300736138
2300720821	2300723089	2300725070	2300727847	2300729955	2300731845	2300734269	2300736157
2300720844	2300723109	2300725134	2300727853	2300729970	2300731880	2300734286	2300736217
2300720907	2300723163	2300725168	2300727930	2300729981	2300731899	2300734370	2300736218
2300720915	2300723186	2300725241	2300727954	2300730002	2300731907	2300734428	2300736274
2300720917	2300723203	2300725248	2300728052	2300730008	2300731939	2300734431	2300736310
2300720952	2300723217	2300725249	2300728077	2300730052	2300732013	2300734480	2300736328
2300721018	2300723283	2300725254	2300728080	2300730085	2300732028	2300734520	2300736338
2300721072	2300723284	2300725311	2300728093	2300730119	2300732043	2300734529	2300736345
2300721073	2300723375	2300725344	2300728169	2300730154	2300732059	2300734540	2300736358
2300721139	2300723400	2300725436	2300728254	2300730167	2300732092	2300734577	2300736381
2300721154	2300723412	2300725439	2300728266	2300730169	2300732169	2300734601	2300736395
2300721224	2300723429	2300725506	2300728294	2300730183	2300732199	2300734710	2300736422
2300721394	2300723440	2300725675	2300728305	2300730200	2300732220	2300734732	2300736431
2300721472	2300723467	2300725706	2300728404	2300730256	2300732281	2300734741	2300736472
2300721474	2300723626	2300725757	2300728430	2300730279	2300732358	2300734760	2300736478
2300721502	2300723653	2300725793	2300728432	2300730292	2300732369	2300734761	2300736547
2300721510	2300723659	2300725794	2300728437	2300730303	2300732378	2300734765	2300736614
2300721545	2300723665	2300725858	2300728490	2300730308	2300732380	2300734797	2300736646
2300721708	2300723667	2300725871	2300728596	2300730310	2300732429	2300734814	2300736649
2300721719	2300723683	2300725881	2300728630	2300730355	2300732440	2300734835	2300736666
2300721833	2300723704	2300726000	2300728633	2300730363	2300732486	2300734838	2300736696
2300721841	2300723705	2300726006	2300728694	2300730380	2300732536	2300734894	2300736702
2300721849	2300723755	2300726008	2300728719	2300730434	2300732738	2300734906	2300736761
2300721891	2300723760	2300726091	2300728792	2300730440	2300732763	2300734952	2300736853
2300721892	2300723765	2300726197	2300728831	2300730473	2300732830	2300734984	2300736861
2300721903	2300723773	2300726201	2300728839	2300730505	2300732843	2300735059	2300736889
2300721983	2300723795	2300726218	2300728843	2300730557	2300732847	2300735060	2300736890
2300722010	2300723838	2300726257	2300728860	2300730580	2300732981	2300735092	2300736897
2300722024	2300723868	2300726298	2300728863	2300730685	2300733086	2300735116	2300736941
2300722041	2300723944	2300726309	2300728889	2300730727	2300733093	2300735117	2300737008
2300722049	2300723976	2300726311	2300728912	2300730736	2300733147	2300735129	2300737092
2300722092	2300723989	2300726315	2300728939	2300730763	2300733148	2300735145	2300737271
2300722098	2300723998	2300726453	2300728961	2300730766	2300733156	2300735175	2300737276
2300722187	2300723999	2300726462	2300728970	2300730784	2300733162	2300735177	2300737354
2300722192	2300724090	2300726464	2300729018	2300730872	2300733171	2300735181	2300737365
2300722224	2300724116	2300726476	2300729053	2300730902	2300733186	2300735285	2300737373
2300722262	2300724132	2300726515	2300729092	2300730923	2300733280	2300735353	2300737376
2300722375	2300724143	2300726516	2300729106	2300730961	2300733289	2300735382	2300737384
2300722381	2300724162	2300726528	2300729287	2300730970	2300733300	2300735385	2300737388
2300722382	2300724180	2300726675	2300729319	2300730994	2300733306	2300735393	2300737428
2300722413	2300724182	2300726712	2300729326	2300731111	2300733329	2300735405	2300737487
2300722421	2300724184	2300726728	2300729337	2300731114	2300733385	2300735429	2300737490

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2300737527	2300739506	2300741871	2300743854	2300746043	2300748249	2300749963	2300751681
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2300737634	2300739557	2300741931	2300743862	2300746072	2300748370	2300750003	2300751714
2300737657	2300739623	2300741934	2300743867	2300746097	2300748382	2300750016	2300751788
2300737700	2300739675	2300741978	2300743868	2300746260	2300748418	2300750033	2300751819
2300737740	2300739722	2300741992	2300743873	2300746274	2300748430	2300750037	2300751890
2300737798	2300739779	2300742010	2300743900	2300746396	2300748436	2300750057	2300751927
2300737821	2300739866	2300742011	2300743940	2300746449	2300748468	2300750066	2300751934
2300737857	2300739933	2300742035	2300743973	2300746474	2300748469	2300750069	2300751980
2300737945	2300739952	2300742091	2300744065	2300746488	2300748534	2300750107	2300752040
2300738009	2300739962	2300742215	2300744067	2300746564	2300748643	2300750110	2300752046
2300738014	2300739988	2300742231	2300744148	2300746586	2300748704	2300750122	2300752055
2300738016	2300740054	2300742363	2300744202	2300746617	2300748735	2300750197	2300752072
2300738019	2300740056	2300742379	2300744233	2300746679	2300748742	2300750233	2300752075
2300738050	2300740057	2300742431	2300744265	2300746683	2300748775	2300750256	2300752094
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2300738161	2300740161	2300742521	2300744324	2300746715	2300748833	2300750369	2300752260
2300738272	2300740173	2300742536	2300744356	2300746716	2300748883	2300750384	2300752281
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2300738330	2300740422	2300742667	2300744437	2300746835	2300749013	2300750572	2300752482
2300738355	2300740433	2300742679	2300744469	2300746852	2300749033	2300750601	2300752556
2300738357	2300740435	2300742737	2300744489	2300746872	2300749107	2300750638	2300752587
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2300738451	2300740573	2300742832	2300744797	2300747023	2300749217	2300750753	2300752698
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2300738558	2300740773	2300742955	2300744845	2300747152	2300749265	2300750776	2300752717
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2300738665	2300740784	2300743083	2300745022	2300747246	2300749325	2300750858	2300752826
2300738668	2300740817	2300743182	2300745023	2300747247	2300749331	2300750863	2300752895
2300738719	2300740887	2300743232	2300745035	2300747268	2300749336	2300750864	2300753018
2300738771	2300740897	2300743235	2300745071	2300747323	2300749343	2300750871	2300753142
2300738865	2300741093	2300743253	2300745114	2300747327	2300749345	2300750924	2300753163
2300738866	2300741120	2300743294	2300745183	2300747369	2300749366	2300750973	2300753164
2300738931	2300741145	2300743312	2300745205	2300747370	2300749411	2300750978	2300753170
2300738934	2300741146	2300743344	2300745228	2300747389	2300749417	2300750979	2300753175
2300738997	2300741248	2300743403	2300745277	2300747392	2300749427	2300751021	2300753219
2300739023	2300741263	2300743412	2300745311	2300747402	2300749480	2300751039	2300753257
2300739049	2300741271	2300743413	2300745364	2300747461	2300749518	2300751076	2300753281
2300739053	2300741286	2300743476	2300745387	2300747532	2300749533	2300751077	2300753318
2300739103	2300741297	2300743502	2300745399	2300747636	2300749558	2300751089	2300753332
2300739108	2300741301	2300743507	2300745411	2300747715	2300749613	2300751105	2300760028
2300739148	2300741417	2300743508	2300745427	2300747824	2300749634	2300751115	2300760034
2300739155	2300741481	2300743547	2300745477	2300747871	2300749667	2300751131	2300760125
2300739230	2300741523	2300743558	2300745535	2300747878	2300749668	2300751262	2300760149
2300739245	2300741551	2300743584	2300745562	2300747900	2300749679	2300751286	2300760161
2300739259	2300741552	2300743600	2300745568	2300747934	2300749744	2300751295	2300760193
2300739261	2300741553	2300743608	2300745586	2300747967	2300749769	2300751387	2300760194
2300739264	2300741616	2300743639	2300745673	2300747979	2300749779	2300751402	2300760195
2300739269	2300741617	2300743644	2300745674	2300747980	2300749842	2300751408	2300760219
2300739270	2300741634	2300743662	2300745700	2300748013	2300749855	2300751417	2300760238
2300739307	2300741666	2300743664	2300745779	2300748022	2300749871	2300751436	2300760298
2300739318	2300741727	2300743708	2300745823	2300748026	2300749906	2300751568	2300760308
2300739348	2300741732	2300743711	2300745854	2300748030	2300749939	2300751569	2300760316
2300739391	2300741772	2300743776	2300745946	2300748115	2300749947	2300751587	2300760331
2300739466	2300741781	2300743781	2300745991	2300748120	2300749948	2300751612	2300760336
2300739489	2300741783	2300743842	2300745995	2300748167	2300749949	2300751637	2300760340

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2300760384	2300761910	2300763389	2300765118	2300766735	2300768467	2300770071	2300772162
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2300760403	2300761976	2300763427	2300765166	2300766821	2300768502	2300770117	2300772206
2300760416	2300761982	2300763440	2300765259	2300766838	2300768565	2300770142	2300772209
2300760432	2300761992	2300763463	2300765294	2300766902	2300768580	2300770227	2300772216
2300760453	2300762010	2300763485	2300765295	2300766944	2300768631	2300770243	2300772249
2300760466	2300762047	2300763496	2300765318	2300766986	2300768637	2300770275	2300772271
2300760480	2300762062	2300763510	2300765320	2300766996	2300768651	2300770327	2300772297
2300760484	2300762065	2300763540	2300765323	2300767009	2300768687	2300770340	2300772354
2300760554	2300762088	2300763562	2300765355	2300767020	2300768688	2300770385	2300772419
2300760555	2300762099	2300763599	2300765371	2300767093	2300768712	2300770419	2300772450
2300760601	2300762116	2300763611	2300765401	2300767096	2300768749	2300770420	2300772453
2300760625	2300762123	2300763683	2300765416	2300767109	2300768753	2300770477	2300772487
2300760651	2300762142	2300763731	2300765417	2300767135	2300768768	2300770492	2300772521
2300760691	2300762167	2300763732	2300765459	2300767147	2300768769	2300770494	2300772531
2300760699	2300762186	2300763767	2300765471	2300767182	2300768777	2300770501	2300772555
2300760720	2300762193	2300763815	2300765473	2300767230	2300768831	2300770522	2300772567
2300760747	2300762199	2300763820	2300765486	2300767262	2300768840	2300770559	2300772626
2300760771	2300762243	2300763830	2300765487	2300767278	2300768848	2300770563	2300772632
2300760809	2300762256	2300763832	2300765596	2300767291	2300768872	2300770570	2300772649
2300760812	2300762260	2300763849	2300765618	2300767328	2300768873	2300770691	2300772666
2300760828	2300762323	2300763911	2300765673	2300767342	2300768886	2300770692	2300772680
2300760835	2300762348	2300763939	2300765685	2300767344	2300768890	2300770733	2300772681
2300760862	2300762364	2300763942	2300765737	2300767372	2300768898	2300770782	2300772683
2300760897	2300762371	2300763950	2300765740	2300767431	2300768943	2300770795	2300772692
2300760904	2300762379	2300763974	2300765748	2300767443	2300769016	2300770823	2300772730
2300761050	2300762420	2300763987	2300765807	2300767448	2300769044	2300770846	2300772746
2300761058	2300762495	2300764021	2300765823	2300767476	2300769135	2300770911	2300772766
2300761062	2300762541	2300764038	2300765825	2300767486	2300769136	2300771028	2300772862
2300761100	2300762548	2300764057	2300765845	2300767494	2300769181	2300771029	2300772863
2300761110	2300762553	2300764144	2300765854	2300767507	2300769185	2300771045	2300772904
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2300761147	2300762718	2300764205	2300765889	2300767545	2300769221	2300771181	2300772961
2300761180	2300762774	2300764206	2300765913	2300767605	2300769257	2300771266	2300773008
2300761226	2300762793	2300764237	2300765921	2300767617	2300769318	2300771274	2300773037
2300761243	2300762823	2300764250	2300765944	2300767665	2300769330	2300771277	2300773076
2300761273	2300762824	2300764257	2300766033	2300767760	2300769336	2300771332	2300773142
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2300761364	2300762829	2300764343	2300766090	2300767843	2300769400	2300771370	2300773229
2300761378	2300762842	2300764361	2300766104	2300767952	2300769405	2300771431	2300773302
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2300761449	2300762896	2300764431	2300766226	2300768004	2300769478	2300771494	2300773371
2300761486	2300762910	2300764468	2300766254	2300768006	2300769512	2300771523	2300773378
2300761513	2300762927	2300764559	2300766257	2300768090	2300769541	2300771562	2300773435
2300761521	2300762932	2300764572	2300766258	2300768105	2300769550	2300771610	2300773449
2300761526	2300762982	2300764605	2300766278	2300768162	2300769552	2300771630	2300773472
2300761527	2300763021	2300764629	2300766314	2300768197	2300769570	2300771696	2300773517
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2300761701	2300763114	2300764709	2300766456	2300768228	2300769667	2300771883	2300773679
2300761705	2300763118	2300764745	2300766492	2300768229	2300769668	2300771963	2300773693
2300761751	2300763200	2300764761	2300766505	2300768230	2300769759	2300771964	2300773694
2300761793	2300763205	2300764800	2300766510	2300768244	2300769801	2300771983	2300773723
2300761799	2300763211	2300764847	2300766564	2300768285	2300769872	2300772015	2300773776
2300761852	2300763223	2300764874	2300766586	2300768299	2300769900	2300772027	2300773797
2300761853	2300763272	2300764940	2300766608	2300768345	2300769995	2300772045	2300773820
2300761866	2300763338	2300764969	2300766655	2300768389	2300770000	2300772048	2300773831
2300761880	2300763353	2300764983	2300766684	2300768435	2300770002	2300772064	2300773864
2300761903	2300763354	2300765090	2300766722	2300768437	2300770054	2300772131	2300773890

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2300773893	2300775664	2300777298	2300778673	2300780326	2300782092	2300783629	2300785459
2300773942	2300775674	2300777301	2300778676	2300780385	2300782121	2300783634	2300785499
2300774011	2300775694	2300777302	2300778727	2300780412	2300782143	2300783696	2300785544
2300774012	2300775731	2300777304	2300778794	2300780422	2300782164	2300783810	2300785621
2300774044	2300775849	2300777364	2300778844	2300780524	2300782171	2300783834	2300785681
2300774063	2300775875	2300777425	2300778858	2300780528	2300782183	2300783933	2300785694
2300774064	2300775876	2300777427	2300778899	2300780540	2300782227	2300783983	2300785706
2300774106	2300775878	2300777441	2300779006	2300780570	2300782265	2300783999	2300785747
2300774170	2300775988	2300777464	2300779007	2300780579	2300782354	2300784078	2300785762
2300774223	2300775997	2300777531	2300779018	2300780660	2300782378	2300784099	2300785770
2300774238	2300776046	2300777534	2300779024	2300780673	2300782395	2300784102	2300785808
2300774249	2300776086	2300777563	2300779037	2300780680	2300782414	2300784140	2300785820
2300774271	2300776094	2300777577	2300779060	2300780728	2300782418	2300784175	2300785851
2300774307	2300776111	2300777579	2300779101	2300780743	2300782427	2300784239	2300785853
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2300774327	2300776141	2300777644	2300779193	2300780922	2300782506	2300784328	2300785896
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2300774398	2300776188	2300777733	2300779235	2300780963	2300782527	2300784356	2300785979
2300774449	2300776273	2300777760	2300779290	2300780964	2300782558	2300784372	2300786002
2300774511	2300776316	2300777775	2300779378	2300780970	2300782598	2300784401	2300786043
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2300774529	2300776324	2300777779	2300779519	2300781044	2300782723	2300784446	2300786075
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2300774578	2300776350	2300777796	2300779541	2300781114	2300782736	2300784465	2300786110
2300774579	2300776384	2300777800	2300779548	2300781160	2300782737	2300784494	2300786179
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2300774700	2300776427	2300777915	2300779590	2300781224	2300782841	2300784582	2300786283
2300774703	2300776433	2300777928	2300779597	2300781237	2300782902	2300784585	2300786285
2300774743	2300776445	2300777935	2300779622	2300781248	2300782943	2300784613	2300786286
2300774765	2300776448	2300777977	2300779623	2300781270	2300783034	2300784616	2300786287
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2300774840	2300776546	2300778027	2300779712	2300781375	2300783072	2300784644	2300786349
2300774842	2300776555	2300778125	2300779766	2300781388	2300783115	2300784667	2300786359
2300774844	2300776562	2300778164	2300779772	2300781417	2300783139	2300784690	2300786397
2300774878	2300776584	2300778188	2300779773	2300781481	2300783147	2300784729	2300786413
2300774882	2300776655	2300778198	2300779774	2300781490	2300783192	2300784745	2300786418
2300774883	2300776666	2300778211	2300779787	2300781500	2300783204	2300784757	2300786425
2300774906	2300776668	2300778248	2300779802	2300781537	2300783213	2300784816	2300786493
2300775051	2300776750	2300778249	2300779811	2300781559	2300783219	2300784863	2300786508
2300775056	2300776758	2300778263	2300779828	2300781592	2300783220	2300784871	2300786519
2300775118	2300776775	2300778271	2300779836	2300781594	2300783253	2300784987	2300786550
2300775143	2300776790	2300778285	2300779837	2300781607	2300783279	2300784991	2300786567
2300775211	2300776792	2300778297	2300779874	2300781613	2300783294	2300785015	2300786571
2300775212	2300776880	2300778301	2300779922	2300781614	2300783319	2300785041	2300786591
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2300775219	2300776952	2300778352	2300779959	2300781714	2300783342	2300785079	2300786686
2300775249	2300776971	2300778363	2300779977	2300781718	2300783343	2300785080	2300786691
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2300775353	2300777024	2300778422	2300780035	2300781743	2300783379	2300785087	2300786723
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2300775397	2300777082	2300778447	2300780060	2300781770	2300783453	2300785160	2300786800
2300775509	2300777098	2300778495	2300780068	2300781850	2300783474	2300785249	2300786891
2300775553	2300777178	2300778499	2300780070	2300781868	2300783475	2300785273	2300786920
2300775554	2300777229	2300778547	2300780112	2300781934	2300783476	2300785329	2300786921
2300775561	2300777242	2300778565	2300780188	2300781986	2300783510	2300785359	2300786922
2300775579	2300777270	2300778603	2300780206	2300781995	2300783569	2300785374	2300786923
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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2300786939	2300788491	2300790131	2300792164	2300793707	2300795704	2300797203	2300799376
2300786940	2300788497	2300790173	2300792194	2300793712	2300795755	2300797258	2300799499
2300786978	2300788510	2300790243	2300792199	2300793728	2300795756	2300797259	2300799508
2300786997	2300788533	2300790308	2300792262	2300793755	2300795786	2300797293	2300799532
2300786998	2300788668	2300790456	2300792299	2300793822	2300795835	2300797313	2300799533
2300787004	2300788692	2300790458	2300792338	2300793857	2300795836	2300797401	2300799534
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2300787035	2300788785	2300790483	2300792381	2300793896	2300795875	2300797444	2300799605
2300787054	2300788791	2300790508	2300792391	2300793938	2300795910	2300797512	2300799606
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2300787104	2300788826	2300790588	2300792426	2300794045	2300795927	2300797541	2300799667
2300787108	2300788857	2300790645	2300792483	2300794132	2300795967	2300797584	2300799668
2300787124	2300788866	2300790657	2300792502	2300794142	2300795973	2300797628	2300799684
2300787125	2300788867	2300790674	2300792504	2300794159	2300795987	2300797695	2300799695
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2300787384	2300788975	2300790805	2300792560	2300794210	2300796055	2300797817	2300799724
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2300787388	2300788982	2300790854	2300792600	2300794326	2300796072	2300797896	2300799753
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2300800716	2300802648	2300804452	2300806468	2300808642	2300810807	2300812728	2300814773
2300800746	2300802799	2300804455	2300806513	2300808652	2300810836	2300812751	2300814788
2300800747	2300802816	2300804458	2300806516	2300808671	2300810845	2300812875	2300814804
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2300800884	2300802892	2300804625	2300806718	2300808931	2300811096	2300813146	2300814898
2300800887	2300802906	2300804782	2300806729	2300808959	2300811149	2300813147	2300814924
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2300800910	2300803007	2300804796	2300806753	2300808970	2300811152	2300813190	2300814951
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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2300816612	2300818656	2300821055	2300823138	2300825353	2300827191	2300829136	2300831201
2300816613	2300818680	2300821061	2300823180	2300825381	2300827192	2300829260	2300831273
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2300935205	2300937005	2300938822	2300941011	2300943597	2300945486	2300948145	2300950908
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2300935253	2300937014	2300938869	2300941076	2300943725	2300945565	2300948200	2300951015
2300935316	2300937048	2300938896	2300941087	2300943847	2300945589	2300948280	2300951054
2300935354	2300937082	2300938935	2300941090	2300943863	2300945596	2300948398	2300951068
2300935380	2300937085	2300939005	2300941100	2300943886	2300945597	2300948547	2300951073
2300935411	2300937086	2300939053	2300941195	2300943896	2300945650	2300948639	2300951092
2300935438	2300937225	2300939092	2300941221	2300943917	2300945674	2300948726	2300951101
2300935443	2300937234	2300939114	2300941249	2300943930	2300945677	2300948738	2300951104
2300935488	2300937239	2300939177	2300941252	2300943996	2300945707	2300948757	2300951109
2300935504	2300937247	2300939194	2300941348	2300944006	2300945716	2300948758	2300951115
2300935533	2300937350	2300939198	2300941352	2300944026	2300945791	2300948790	2300951130
2300935575	2300937392	2300939239	2300941365	2300944127	2300945812	2300948916	2300951144
2300935578	2300937474	2300939250	2300941380	2300944130	2300945833	2300948961	2300951198
2300935591	2300937658	2300939261	2300941399	2300944150	2300945867	2300948962	2300951234
2300935598	2300937673	2300939266	2300941443	2300944151	2300945933	2300949022	2300951293
2300935664	2300937691	2300939358	2300941451	2300944190	2300945945	2300949030	2300951302
2300935694	2300937708	2300939359	2300941521	2300944208	2300945952	2300949073	2300951345
2300935713	2300937710	2300939367	2300941541	2300944281	2300945967	2300949088	2300951388
2300935747	2300937724	2300939440	2300941571	2300944298	2300946012	2300949115	2300951475
2300935773	2300937760	2300939476	2300941726	2300944312	2300946039	2300949128	2300951489
2300935836	2300937767	2300939498	2300941727	2300944315	2300946040	2300949178	2300951506
2300936031	2300937842	2300939502	2300941843	2300944354	2300946041	2300949235	2300951527
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2300936154	2300937879	2300939537	2300942032	2300944434	2300946159	2300949299	2300951609
2300936157	2300937902	2300939574	2300942057	2300944456	2300946312	2300949343	2300951610
2300936192	2300937906	2300939644	2300942244	2300944470	2300946313	2300949499	2300951642

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2300951643	2300954177	2300956411	2300958994	2300961302	2300964001	2300966750	2300968394
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2300951777	2300954254	2300956519	2300959019	2300961347	2300964105	2300966766	2300968604
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2300951814	2300954373	2300956647	2300959079	2300961394	2300964220	2300966830	2300968710
2300951912	2300954374	2300956743	2300959080	2300961434	2300964235	2300966859	2300968726
2300951941	2300954416	2300956815	2300959117	2300961526	2300964241	2300966867	2300968748
2300951956	2300954423	2300956830	2300959146	2300961734	2300964257	2300966906	2300968750
2300952020	2300954447	2300956869	2300959147	2300961778	2300964297	2300966922	2300968915
2300952028	2300954448	2300956940	2300959164	2300961797	2300964367	2300966952	2300968916
2300952042	2300954476	2300957029	2300959177	2300961806	2300964455	2300967085	2300969063
2300952142	2300954483	2300957031	2300959255	2300961812	2300964464	2300967122	2300969099
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2300952218	2300954498	2300957093	2300959340	2300961862	2300964535	2300967137	2300969171
2300952250	2300954517	2300957095	2300959349	2300961869	2300964551	2300967159	2300969250
2300952287	2300954524	2300957178	2300959353	2300961889	2300964579	2300967167	2300969255
2300952292	2300954525	2300957205	2300959361	2300961890	2300964610	2300967168	2300969256
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2300952472	2300954602	2300957335	2300959426	2300961982	2300964827	2300967215	2300969329
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2300952679	2300954924	2300957646	2300959879	2300962130	2300965092	2300967394	2300969512
2300952735	2300954979	2300957647	2300959924	2300962235	2300965093	2300967402	2300969514
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2300952799	2300955116	2300957735	2300960023	2300962320	2300965286	2300967406	2300969533
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2300952924	2300955132	2300957758	2300960074	2300962369	2300965416	2300967448	2300969638
2300952972	2300955157	2300957784	2300960080	2300962389	2300965426	2300967474	2300969661
2300952988	2300955254	2300957803	2300960089	2300962407	2300965453	2300967488	2300969705
2300952989	2300955287	2300957830	2300960153	2300962415	2300965462	2300967489	2300969736
2300953007	2300955290	2300957834	2300960188	2300962418	2300965477	2300967518	2300969754
2300953030	2300955296	2300957863	2300960197	2300962422	2300965513	2300967531	2300969892
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2300953088	2300955396	2300958166	2300960330	2300962636	2300965795	2300967700	2300970209
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2300953489	2300955637	2300958206	2300960422	2300963012	2300965862	2300967824	2300970660
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2300953627	2300955901	2300958332	2300960724	2300963060	2300965969	2300967971	2300970730
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2300953709	2300955947	2300958447	2300960795	2300963345	2300966203	2300968099	2300970800
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2300953824	2300956105	2300958592	2300960892	2300963523	2300966267	2300968261	2300971004
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2300954054	2300956249	2300958767	2300961263	2300963692	2300966624	2300968351	2300971171
2300954063	2300956315	2300958891	2300961264	2300963710	2300966679	2300968352	2300971185
2300954160	2300956322	2300958907	2300961292	2300963760	2300966684	2300968386	2300971250
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2300971396	2300973155	2300975663	2301002089	2301004282	2301006571	2301008636	2301011284
2300971441	2300973189	2300975697	2301002091	2301004378	2301006572	2301008674	2301011296
2300971447	2300973220	2300975701	2301002092	2301004379	2301006573	2301008684	2301011298
2300971481	2300973297	2300975723	2301002131	2301004383	2301006596	2301008700	2301011408
2300971483	2300973334	2300975747	2301002145	2301004426	2301006607	2301008702	2301011441
2300971539	2300973409	2300975787	2301002182	2301004440	2301006613	2301008774	2301011455
2300971545	2300973448	2300975902	2301002212	2301004469	2301006680	2301008854	2301011473
2300971547	2300973477	2300975914	2301002247	2301004488	2301006696	2301008877	2301011488
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2300971718	2300974058	2301000151	2301002432	2301004714	2301006935	2301009352	2301011719
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2300971820	2300974225	2301000340	2301002611	2301004732	2301007020	2301009452	2301011775
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2300972172	2300974506	2301000969	2301002767	2301004995	2301007554	2301009747	2301012213
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2300972255	2300974515	2301001062	2301002796	2301005041	2301007641	2301009874	2301012250
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2300972538	2300974907	2301001412	2301003142	2301005456	2301007824	2301010361	2301012630
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2300972634	2300974925	2301001486	2301003372	2301005517	2301007932	2301010404	2301012768
2300972649	2300974965	2301001536	2301003471	2301005537	2301007934	2301010459	2301012832
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2300972770	2300975150	2301001590	2301003529	2301005590	2301008002	2301010591	2301013084
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2300972868	2300975157	2301001671	2301003656	2301005685	2301008010	2301010650	2301013211
2300972887	2300975158	2301001672	2301003657	2301005720	2301008014	2301010702	2301013212
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2300973045	2300975272	2301001835	2301003808	2301006141	2301008256	2301011009	2301013424
2300973063	2300975317	2301001863	2301004004	2301006269	2301008265	2301011020	2301013463
2300973071	2300975323	2301001904	2301004007	2301006274	2301008273	2301011043	2301013550
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2301013963	2301016649	2301018467	2301020417	2301022721	2301024847	2301102020	2301104921
2301013965	2301016695	2301018476	2301020425	2301022726	2301024874	2301102021	2301104929
2301014157	2301016713	2301018480	2301020443	2301022740	2301024919	2301102092	2301104940
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2301014238	2301016843	2301018569	2301020553	2301022776	2301025057	2301102301	2301104982
2301014242	2301016868	2301018573	2301020591	2301022806	2301025071	2301102316	2301104984
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2301014415	2301016932	2301018752	2301020860	2301023001	2301025373	2301102540	2301105229
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2301014547	2301016973	2301018909	2301020887	2301023091	2301025454	2301102634	2301105391
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2301015300	2301017384	2301019519	2301021450	2301023781	2301100585	2301103639	2301105929
2301015308	2301017387	2301019578	2301021453	2301023782	2301100667	2301103689	2301105942
2301015377	2301017450	2301019605	2301021472	2301023809	2301100716	2301103730	2301105957
2301015401	2301017451	2301019616	2301021488	2301023857	2301100773	2301103736	2301105969
2301015419	2301017463	2301019715	2301021527	2301024008	2301100888	2301103737	2301105972
2301015688	2301017469	2301019716	2301021563	2301024012	2301100891	2301103841	2301105992
2301015707	2301017480	2301019717	2301021668	2301024019	2301100939	2301103864	2301106023
2301015754	2301017584	2301019723	2301021709	2301024022	2301100973	2301103955	2301106077
2301015765	2301017593	2301019740	2301021794	2301024039	2301101031	2301104025	2301106080
2301015796	2301017603	2301019790	2301021817	2301024052	2301101057	2301104034	2301106140
2301015851	2301017640	2301019808	2301021858	2301024071	2301101068	2301104060	2301106142
2301015873	2301017688	2301019841	2301021862	2301024171	2301101155	2301104077	2301106175
2301015914	2301017691	2301019850	2301021951	2301024230	2301101201	2301104087	2301106179
2301016019	2301017709	2301019892	2301022142	2301024238	2301101231	2301104108	2301106255
2301016020	2301017735	2301019895	2301022143	2301024265	2301101417	2301104154	2301106328
2301016054	2301017771	2301019903	2301022178	2301024351	2301101427	2301104228	2301106388
2301016162	2301017820	2301019951	2301022283	2301024363	2301101430	2301104232	2301106400
2301016166	2301017821	2301019973	2301022318	2301024453	2301101433	2301104291	2301106428
2301016179	2301017855	2301019979	2301022331	2301024491	2301101466	2301104316	2301106447
2301016301	2301017878	2301020001	2301022343	2301024509	2301101494	2301104335	2301106501
2301016302	2301017963	2301020054	2301022344	2301024534	2301101547	2301104364	2301106525
2301016305	2301017986	2301020066	2301022345	2301024535	2301101625	2301104480	2301106530
2301016324	2301018007	2301020072	2301022385	2301024554	2301101722	2301104496	2301106545
2301016461	2301018104	2301020073	2301022401	2301024593	2301101757	2301104550	2301106603
2301016462	2301018132	2301020092	2301022433	2301024618	2301101811	2301104568	2301106636
2301016506	2301018166	2301020147	2301022496	2301024623	2301101841	2301104636	2301106796
2301016542	2301018226	2301020164	2301022519	2301024659	2301101879	2301104694	2301106851
2301016547	2301018432	2301020250	2301022536	2301024682	2301101899	2301104695	2301106965
2301016561	2301018433	2301020270	2301022543	2301024778	2301101934	2301104709	2301106986

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2301107009	2301110067	2301113378	2301115480	2301118028	2301120634	2301123238	2301126817
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2301107022	2301110240	2301113420	2301115617	2301118128	2301120650	2301123305	2301126873
2301107024	2301110411	2301113465	2301115621	2301118236	2301120657	2301123307	2301126876
2301107236	2301110419	2301113491	2301115648	2301118310	2301120724	2301123472	2301126937
2301107240	2301110433	2301113545	2301115650	2301118367	2301120757	2301123510	2301126960
2301107278	2301110436	2301113573	2301115655	2301118494	2301120775	2301123783	2301126961
2301107345	2301110542	2301113596	2301115798	2301118511	2301120824	2301123838	2301126962
2301107443	2301110568	2301113647	2301115801	2301118512	2301120827	2301123845	2301127032
2301107451	2301110870	2301113731	2301115841	2301118551	2301120899	2301123867	2301127054
2301107466	2301110887	2301113751	2301115914	2301118581	2301120920	2301123871	2301127203
2301107511	2301110918	2301113755	2301115924	2301118666	2301120923	2301123925	2301127236
2301107540	2301110962	2301113818	2301116030	2301118755	2301120924	2301123997	2301127262
2301107652	2301110963	2301113863	2301116032	2301118821	2301120996	2301124055	2301127301
2301107661	2301111092	2301113965	2301116104	2301118823	2301121011	2301124079	2301127322
2301107750	2301111159	2301114022	2301116150	2301118826	2301121070	2301124082	2301127361
2301107870	2301111237	2301114054	2301116152	2301118882	2301121079	2301124096	2301127383
2301107871	2301111269	2301114086	2301116166	2301118899	2301121096	2301124144	2301127398
2301108035	2301111283	2301114097	2301116172	2301118914	2301121192	2301124381	2301127483
2301108079	2301111286	2301114103	2301116174	2301118934	2301121231	2301124469	2301127486
2301108092	2301111301	2301114136	2301116209	2301119010	2301121248	2301124483	2301127499
2301108135	2301111314	2301114171	2301116314	2301119137	2301121335	2301124567	2301127548
2301108141	2301111315	2301114216	2301116330	2301119152	2301121339	2301124589	2301127641
2301108265	2301111316	2301114251	2301116377	2301119155	2301121341	2301124677	2301127669
2301108473	2301111372	2301114369	2301116387	2301119165	2301121532	2301124697	2301127674
2301108541	2301111405	2301114374	2301116450	2301119227	2301121590	2301124911	2301127713
2301108545	2301111489	2301114407	2301116500	2301119230	2301121618	2301124912	2301127714
2301108575	2301111504	2301114415	2301116528	2301119285	2301121620	2301124929	2301127725
2301108711	2301111545	2301114435	2301116545	2301119378	2301121642	2301124936	2301127739
2301108786	2301111547	2301114443	2301116577	2301119469	2301121702	2301124992	2301127740
2301108820	2301111666	2301114444	2301116593	2301119525	2301121727	2301125050	2301127741
2301108838	2301111751	2301114445	2301116744	2301119619	2301121831	2301125160	2301127742
2301108848	2301111776	2301114448	2301116759	2301119664	2301121838	2301125180	2301127782
2301108849	2301111810	2301114452	2301116760	2301119682	2301121839	2301125241	2301127795
2301108940	2301111831	2301114457	2301116761	2301119760	2301121860	2301125339	2301127879
2301109078	2301111949	2301114478	2301116766	2301119768	2301121902	2301125379	2301127935
2301109079	2301111967	2301114504	2301116770	2301119807	2301121921	2301125561	2301127937
2301109091	2301112053	2301114544	2301116771	2301119811	2301121970	2301125565	2301128061
2301109108	2301112223	2301114595	2301116777	2301119858	2301122166	2301125689	2301128070
2301109115	2301112228	2301114639	2301116953	2301119882	2301122224	2301125753	2301128186
2301109121	2301112318	2301114691	2301117156	2301120121	2301122228	2301125760	2301128257
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2301109264	2301112575	2301114847	2301117226	2301120212	2301122300	2301126036	2301128486
2301109336	2301112599	2301114876	2301117294	2301120243	2301122318	2301126071	2301128568
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2301109448	2301112794	2301114902	2301117303	2301120297	2301122377	2301126149	2301128669
2301109496	2301112803	2301114948	2301117313	2301120298	2301122380	2301126164	2301128818
2301109514	2301112809	2301114987	2301117432	2301120329	2301122456	2301126187	2301128834
2301109601	2301112843	2301115070	2301117514	2301120336	2301122461	2301126211	2301128966
2301109644	2301112909	2301115263	2301117517	2301120339	2301122496	2301126229	2301128972
2301109646	2301112920	2301115287	2301117536	2301120342	2301122783	2301126282	2301128977
2301109678	2301113066	2301115300	2301117537	2301120357	2301122796	2301126293	2301128989
2301109696	2301113097	2301115309	2301117538	2301120363	2301122826	2301126336	2301129127
2301109719	2301113130	2301115341	2301117539	2301120387	2301122828	2301126355	2301129170
2301109819	2301113136	2301115348	2301117594	2301120392	2301122975	2301126449	2301129214
2301109862	2301113212	2301115361	2301117600	2301120415	2301122982	2301126454	2301129224
2301109972	2301113235	2301115364	2301117618	2301120469	2301123095	2301126481	2301129268
2301109996	2301113236	2301115367	2301117739	2301120489	2301123114	2301126513	2301129322
2301110021	2301113262	2301115389	2301117937	2301120494	2301123131	2301126554	2301129342
2301110024	2301113273	2301115444	2301117981	2301120581	2301123148	2301126559	2301129382
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2301129442	2301132418	2301135193	2301139364	2301142751	2301145275	2301148226	2301150709
2301129488	2301132423	2301135197	2301139482	2301142921	2301145341	2301148358	2301150826
2301129507	2301132464	2301135213	2301139540	2301142950	2301145366	2301148371	2301150864
2301129508	2301132495	2301135227	2301139548	2301142970	2301145401	2301148391	2301150895
2301129509	2301132520	2301135234	2301139653	2301142984	2301145427	2301148496	2301150909
2301129537	2301132660	2301135300	2301139709	2301142995	2301145454	2301148497	2301150996
2301129766	2301132677	2301135333	2301139792	2301143003	2301145514	2301148523	2301150998
2301129797	2301132695	2301135337	2301139925	2301143093	2301145523	2301148558	2301151005
2301129800	2301132718	2301135384	2301139935	2301143099	2301145537	2301148606	2301151010
2301129809	2301132804	2301135517	2301140025	2301143126	2301145595	2301148684	2301151016
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2301130003	2301132928	2301135681	2301140418	2301143178	2301145681	2301148743	2301151218
2301130007	2301132940	2301135740	2301140441	2301143179	2301145822	2301148756	2301151232
2301130021	2301132982	2301135794	2301140453	2301143308	2301145869	2301148765	2301151311
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2301130434	2301133280	2301136575	2301140902	2301143709	2301146191	2301149342	2301151559
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2301130748	2301133437	2301136873	2301141054	2301143857	2301146333	2301149402	2301151633
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2301130906	2301133643	2301136900	2301141134	2301143962	2301146502	2301149420	2301151735
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2301131042	2301133932	2301137092	2301141324	2301144149	2301146708	2301149562	2301152093
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2301131345	2301134052	2301137486	2301141448	2301144258	2301146919	2301149713	2301152374
2301131392	2301134087	2301137760	2301141494	2301144289	2301147048	2301149785	2301152377
2301131411	2301134099	2301138156	2301141742	2301144420	2301147076	2301149809	2301152391
2301131508	2301134228	2301138236	2301141795	2301144467	2301147079	2301149852	2301152510
2301131525	2301134311	2301138287	2301141964	2301144477	2301147142	2301149884	2301152630
2301131565	2301134371	2301138298	2301141972	2301144492	2301147218	2301149927	2301152660
2301131581	2301134465	2301138339	2301142010	2301144506	2301147360	2301149935	2301152681
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2301131666	2301134556	2301138633	2301142024	2301144673	2301147508	2301150215	2301152705
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2301131916	2301134795	2301138670	2301142196	2301144841	2301147615	2301150365	2301152799
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2301132103	2301134910	2301138726	2301142393	2301144876	2301147768	2301150469	2301152842
2301132171	2301135034	2301138789	2301142397	2301144902	2301147796	2301150522	2301152899
2301132174	2301135050	2301139206	2301142525	2301144909	2301147799	2301150591	2301153062
2301132254	2301135074	2301139238	2301142546	2301144942	2301147825	2301150601	2301153070
2301132265	2301135104	2301139262	2301142565	2301144974	2301147882	2301150628	2301153084
2301132300	2301135142	2301139304	2301142667	2301145075	2301147902	2301150664	2301153186
2301132303	2301135159	2301139315	2301142687	2301145158	2301147912	2301150703	2301153345
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2301153582	2301157144	2301159592	2301166573	2301201458	2301205058	2301208436	2301211652
2301153806	2301157194	2301159810	2301166619	2301201500	2301205090	2301208522	2301211779
2301153841	2301157314	2301159815	2301166655	2301201532	2301205093	2301208528	2301211783
2301153845	2301157325	2301159839	2301166727	2301201533	2301205114	2301208542	2301211794
2301153938	2301157382	2301159878	2301166745	2301201534	2301205121	2301208548	2301211887
2301153982	2301157457	2301159897	2301166747	2301201621	2301205124	2301208560	2301211915
2301154054	2301157509	2301159952	2301166765	2301201622	2301205202	2301208681	2301211916
2301154067	2301157511	2301159988	2301166767	2301201727	2301205203	2301208691	2301211927
2301154076	2301157533	2301160070	2301166824	2301201893	2301205299	2301208704	2301212028
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2301154272	2301157622	2301160146	2301166936	2301202075	2301205439	2301208862	2301212249
2301154312	2301157631	2301160156	2301166940	2301202140	2301205469	2301209002	2301212293
2301154328	2301157671	2301160322	2301166976	2301202142	2301205544	2301209010	2301212294
2301154414	2301157761	2301160339	2301167192	2301202307	2301205545	2301209169	2301212315
2301154520	2301157822	2301160441	2301200001	2301202313	2301205656	2301209173	2301212338
2301154569	2301157832	2301160541	2301200062	2301202340	2301205673	2301209174	2301212464
2301154616	2301157847	2301160577	2301200065	2301202365	2301205738	2301209176	2301212723
2301154749	2301157865	2301160598	2301200066	2301202383	2301205778	2301209177	2301212758
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2301154761	2301158070	2301160614	2301200158	2301202546	2301205796	2301209295	2301212798
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2301154912	2301158263	2301160857	2301200341	2301202697	2301206180	2301209500	2301212933
2301154936	2301158315	2301161059	2301200343	2301202727	2301206236	2301209518	2301212973
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2301155072	2301158389	2301161321	2301200379	2301202952	2301206400	2301209783	2301213149
2301155114	2301158395	2301161410	2301200380	2301203105	2301206566	2301209816	2301213202
2301155163	2301158412	2301161457	2301200399	2301203109	2301206568	2301209822	2301213265
2301155199	2301158414	2301161470	2301200411	2301203129	2301206609	2301209870	2301213436
2301155225	2301158415	2301161513	2301200412	2301203189	2301206624	2301209871	2301213524
2301155247	2301158416	2301165047	2301200439	2301203322	2301206634	2301209872	2301213528
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2301155581	2301158673	2301165173	2301200540	2301203825	2301206920	2301210179	2301213773
2301155590	2301158676	2301165247	2301200550	2301203826	2301206921	2301210180	2301213774
2301155666	2301158749	2301165319	2301200565	2301203916	2301206957	2301210181	2301213803
2301155673	2301158845	2301165355	2301200700	2301204032	2301206958	2301210250	2301213853
2301155721	2301158936	2301165412	2301200747	2301204037	2301206959	2301210291	2301213873
2301155822	2301158937	2301165525	2301200767	2301204294	2301207146	2301210477	2301213890
2301155917	2301158955	2301165667	2301200804	2301204315	2301207218	2301210478	2301213931
2301155947	2301158957	2301165683	2301200815	2301204339	2301207277	2301210479	2301214027
2301156046	2301159005	2301165692	2301200891	2301204454	2301207366	2301210514	2301214028
2301156089	2301159022	2301165711	2301200935	2301204459	2301207461	2301210527	2301214059
2301156222	2301159034	2301165742	2301200939	2301204464	2301207631	2301210561	2301214292
2301156226	2301159084	2301165845	2301200985	2301204465	2301207711	2301210722	2301214343
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2301156252	2301159127	2301165926	2301201024	2301204486	2301207756	2301210993	2301214462
2301156293	2301159316	2301165940	2301201028	2301204508	2301207783	2301211052	2301214617
2301156350	2301159339	2301166029	2301201146	2301204733	2301207863	2301211146	2301214638
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2301156532	2301159450	2301166152	2301201335	2301204802	2301208040	2301211180	2301214942
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2301156650	2301159482	2301166214	2301201354	2301204817	2301208107	2301211438	2301215011
2301156762	2301159483	2301166386	2301201360	2301204823	2301208144	2301211460	2301215208
2301156834	2301159526	2301166469	2301201361	2301204824	2301208206	2301211478	2301215330

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2301215440	2301218214	2301222892	2301226466	2301231027	2301234291	2301238035	2301242148
2301215527	2301218430	2301222921	2301226539	2301231033	2301234340	2301238164	2301242452
2301215603	2301218516	2301222967	2301226585	2301231119	2301234388	2301238165	2301242576
2301215651	2301218605	2301223073	2301226628	2301231231	2301234418	2301238166	2301242600
2301215803	2301218640	2301223079	2301226633	2301231242	2301234505	2301238167	2301242601
2301215860	2301218668	2301223108	2301226669	2301231302	2301234554	2301238181	2301242870
2301215908	2301218777	2301223234	2301226670	2301231303	2301234611	2301238182	2301242968
2301215919	2301218832	2301223248	2301226773	2301231537	2301234687	2301238191	2301243030
2301215942	2301218919	2301223384	2301226782	2301231542	2301234714	2301238298	2301243141
2301215960	2301219025	2301223386	2301226850	2301231543	2301234818	2301238312	2301243189
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2301216090	2301219192	2301223552	2301226979	2301231671	2301235098	2301238724	2301243367
2301216182	2301219389	2301223590	2301227041	2301231715	2301235109	2301238727	2301243381
2301216202	2301219406	2301223777	2301227053	2301231792	2301235241	2301238752	2301243427
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2301216347	2301219444	2301223810	2301227121	2301231823	2301235271	2301238855	2301243510
2301216370	2301219445	2301223837	2301227132	2301231860	2301235337	2301239048	2301243547
2301216381	2301219691	2301223892	2301227347	2301231990	2301235461	2301239158	2301243557
2301216382	2301219693	2301223903	2301227437	2301232045	2301235620	2301239182	2301243620
2301216386	2301219703	2301223971	2301227438	2301232046	2301235760	2301239183	2301243621
2301216409	2301219788	2301224022	2301227681	2301232047	2301235815	2301239228	2301243667
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2301216626	2301219975	2301224370	2301228481	2301232235	2301236298	2301239381	2301243845
2301216707	2301219980	2301224395	2301228506	2301232248	2301236328	2301239599	2301243857
2301216723	2301220085	2301224410	2301228778	2301232260	2301236361	2301239723	2301243898
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2301216885	2301220199	2301224437	2301228835	2301232386	2301236499	2301239799	2301243908
2301216893	2301220214	2301224485	2301228867	2301232448	2301236509	2301239914	2301243946
2301216912	2301220237	2301224671	2301228868	2301232540	2301236580	2301239959	2301243990
2301216914	2301220394	2301224762	2301228937	2301232589	2301236698	2301240059	2301243991
2301216954	2301220498	2301224768	2301228938	2301232631	2301236758	2301240126	2301244001
2301216977	2301220584	2301224817	2301229210	2301232652	2301236790	2301240211	2301244101
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2301217104	2301220930	2301225005	2301229345	2301232798	2301237023	2301240738	2301244573
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2301217269	2301221193	2301225116	2301229430	2301232884	2301237096	2301241022	2301244912
2301217306	2301221268	2301225148	2301229501	2301232951	2301237128	2301241227	2301244918
2301217328	2301221279	2301225241	2301229507	2301232953	2301237135	2301241299	2301245061
2301217377	2301221351	2301225291	2301229733	2301233133	2301237184	2301241308	2301245195
2301217437	2301221384	2301225318	2301229867	2301233282	2301237250	2301241405	2301245314
2301217466	2301221606	2301225352	2301230068	2301233308	2301237313	2301241431	2301245361
2301217497	2301221686	2301225355	2301230086	2301233358	2301237333	2301241520	2301245600
2301217599	2301221710	2301225444	2301230102	2301233384	2301237359	2301241523	2301245698
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2301217614	2301221780	2301225504	2301230140	2301233593	2301237486	2301241608	2301245727
2301217627	2301221836	2301225721	2301230309	2301233657	2301237498	2301241621	2301245783
2301217701	2301221955	2301225734	2301230321	2301233661	2301237558	2301241632	2301245784
2301217789	2301222056	2301225780	2301230428	2301233709	2301237578	2301241633	2301245899
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2301217969	2301222565	2301225922	2301230673	2301233952	2301237690	2301241825	2301246173
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2301246539	2301250935	2301255633	2301259237	2301263249	2301267518	2301270613	2301275240
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2301246946	2301251836	2301256093	2301259468	2301263717	2301267786	2301270941	2301275735
2301247083	2301252146	2301256159	2301259644	2301263764	2301267789	2301271049	2301275752
2301247114	2301252226	2301256184	2301259704	2301263853	2301267865	2301271120	2301275798
2301247134	2301252363	2301256238	2301259729	2301263892	2301268034	2301271181	2301275820
2301247149	2301252496	2301256316	2301259730	2301263959	2301268035	2301271257	2301275848
2301247161	2301252497	2301256344	2301259902	2301263961	2301268116	2301271337	2301275879
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2301248010	2301253022	2301256578	2301260427	2301264787	2301268630	2301272195	2301276337
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2301249796	2301254466	2301258323	2301261946	2301266588	2301269693	2301273944	2301278215
2301249816	2301254496	2301258346	2301261952	2301266669	2301269709	2301274028	2301278251
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2301249963	2301254754	2301258612	2301262472	2301266743	2301269983	2301274495	2301278476
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2301250269	2301255124	2301258812	2301262771	2301267205	2301270326	2301274821	2301279024
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2301250794	2301255523	2301259105	2301263191	2301267382	2301270581	2301275160	2301279292
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2301279552	2301282813	2301286987	2301291182	2301294936	2301401571	2301404786	2301407670
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2301279995	2301283559	2301287524	2301291504	2301295893	2301402064	2301405469	2301407966
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2301280535	2301283931	2301287986	2301291898	2301296713	2301402528	2301405842	2301408294
2301280544	2301283971	2301287997	2301291991	2301296740	2301402620	2301405843	2301408337
2301280639	2301283991	2301288010	2301291994	2301400050	2301402663	2301405844	2301408344
2301280692	2301284041	2301288011	2301292065	2301400059	2301402750	2301406122	2301408386
2301280776	2301284043	2301288054	2301292084	2301400060	2301402751	2301406123	2301408411
2301280846	2301284059	2301288140	2301292166	2301400081	2301402758	2301406124	2301408412
2301280882	2301284093	2301288145	2301292167	2301400083	2301402792	2301406125	2301408425
2301280883	2301284094	2301288431	2301292421	2301400090	2301402809	2301406128	2301408457
2301280925	2301284160	2301288450	2301292456	2301400107	2301402910	2301406137	2301408489
2301280929	2301284245	2301288500	2301292457	2301400114	2301402913	2301406140	2301408597
2301280935	2301284246	2301288585	2301292662	2301400124	2301402914	2301406141	2301408641
2301281071	2301284578	2301288622	2301292751	2301400128	2301402927	2301406181	2301408691
2301281129	2301284617	2301288699	2301292752	2301400154	2301403050	2301406230	2301408747
2301281135	2301284683	2301288766	2301292758	2301400165	2301403077	2301406232	2301408832
2301281189	2301284684	2301288840	2301292801	2301400167	2301403383	2301406235	2301408840
2301281223	2301284685	2301288848	2301292879	2301400172	2301403387	2301406396	2301408856
2301281233	2301284686	2301288945	2301292897	2301400173	2301403406	2301406450	2301408908
2301281312	2301284776	2301289153	2301292919	2301400182	2301403417	2301406451	2301408911
2301281320	2301284860	2301289159	2301292945	2301400186	2301403418	2301406557	2301408968
2301281350	2301284915	2301289194	2301292986	2301400187	2301403596	2301406559	2301409012
2301281394	2301285076	2301289403	2301293124	2301400222	2301403773	2301406619	2301409038
2301281463	2301285111	2301289432	2301293149	2301400224	2301403866	2301406620	2301409056
2301281545	2301285221	2301289489	2301293229	2301400240	2301403868	2301406621	2301409061
2301281546	2301285257	2301289643	2301293384	2301400265	2301403892	2301406651	2301409172
2301281570	2301285262	2301289701	2301293432	2301400310	2301403893	2301406782	2301409190
2301281631	2301285303	2301289766	2301293437	2301400379	2301403927	2301406830	2301409193
2301281632	2301285342	2301289769	2301293503	2301400383	2301403952	2301406945	2301409201
2301281646	2301285535	2301289790	2301293524	2301400406	2301403962	2301406948	2301409545
2301281775	2301285632	2301290024	2301293715	2301400470	2301404005	2301406961	2301409566
2301281800	2301285717	2301290028	2301293727	2301400474	2301404103	2301406963	2301409567
2301281808	2301285781	2301290031	2301293840	2301400568	2301404107	2301407048	2301409643
2301281812	2301285873	2301290043	2301293883	2301400620	2301404162	2301407100	2301409653
2301282050	2301285970	2301290166	2301293886	2301400846	2301404275	2301407134	2301409655
2301282172	2301286087	2301290283	2301293887	2301400876	2301404283	2301407154	2301409691
2301282201	2301286143	2301290345	2301293978	2301400879	2301404293	2301407199	2301409714
2301282280	2301286144	2301290445	2301294066	2301400944	2301404388	2301407201	2301409719
2301282286	2301286246	2301290482	2301294131	2301400952	2301404408	2301407210	2301409724
2301282404	2301286247	2301290530	2301294196	2301401036	2301404471	2301407245	2301409752
2301282409	2301286346	2301290587	2301294314	2301401060	2301404488	2301407264	2301409761
2301282433	2301286347	2301290592	2301294340	2301401129	2301404489	2301407272	2301409774
2301282456	2301286409	2301290616	2301294387	2301401155	2301404503	2301407313	2301409896
2301282525	2301286448	2301290645	2301294406	2301401252	2301404521	2301407371	2301409900

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2301409941	2301412130	2301415291	2301418055	2301420419	2301422413	2301425131	2301427769
2301409954	2301412195	2301415295	2301418081	2301420441	2301422424	2301425222	2301427876
2301409971	2301412235	2301415362	2301418166	2301420448	2301422440	2301425227	2301427877
2301409973	2301412267	2301415374	2301418179	2301420455	2301422486	2301425238	2301427888
2301410042	2301412391	2301415381	2301418290	2301420488	2301422561	2301425268	2301427942
2301410065	2301412515	2301415387	2301418402	2301420524	2301422587	2301425270	2301428053
2301410110	2301412618	2301415393	2301418404	2301420525	2301422617	2301425316	2301428054
2301410132	2301412662	2301415406	2301418515	2301420594	2301422668	2301425523	2301428055
2301410193	2301412687	2301415495	2301418544	2301420647	2301422700	2301425644	2301428066
2301410194	2301412760	2301415508	2301418572	2301420666	2301422759	2301425675	2301428134
2301410281	2301412787	2301415626	2301418636	2301420710	2301422785	2301425740	2301428160
2301410346	2301412823	2301415651	2301418643	2301420733	2301422844	2301425809	2301428183
2301410359	2301412873	2301415661	2301418680	2301420734	2301422885	2301425906	2301428284
2301410360	2301412874	2301415733	2301418695	2301420735	2301422893	2301425979	2301428286
2301410361	2301412880	2301415757	2301418700	2301420736	2301422930	2301425998	2301428325
2301410362	2301412926	2301415758	2301418706	2301420738	2301422944	2301426014	2301428449
2301410392	2301412958	2301415825	2301418778	2301420739	2301423009	2301426059	2301428478
2301410398	2301413037	2301416169	2301418780	2301420740	2301423016	2301426060	2301428496
2301410410	2301413079	2301416361	2301418807	2301420836	2301423017	2301426068	2301428505
2301410434	2301413116	2301416443	2301418913	2301420846	2301423071	2301426087	2301428623
2301410471	2301413179	2301416444	2301418939	2301420882	2301423150	2301426097	2301428630
2301410486	2301413286	2301416477	2301418970	2301420918	2301423188	2301426117	2301428679
2301410591	2301413305	2301416515	2301418975	2301421086	2301423318	2301426159	2301428728
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2301410629	2301413307	2301416553	2301419113	2301421125	2301423344	2301426211	2301428882
2301410630	2301413409	2301416581	2301419123	2301421133	2301423361	2301426214	2301428944
2301410820	2301413410	2301416725	2301419124	2301421141	2301423421	2301426215	2301429066
2301410895	2301413480	2301416727	2301419125	2301421155	2301423449	2301426264	2301429110
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2301410941	2301413799	2301416832	2301419155	2301421211	2301423581	2301426400	2301429369
2301411047	2301413928	2301416842	2301419218	2301421386	2301423594	2301426472	2301429428
2301411115	2301413956	2301416864	2301419269	2301421392	2301423680	2301426483	2301429608
2301411153	2301414001	2301416881	2301419321	2301421448	2301423724	2301426525	2301429638
2301411164	2301414098	2301416973	2301419328	2301421464	2301423733	2301426544	2301429659
2301411208	2301414150	2301417032	2301419332	2301421477	2301423771	2301426549	2301429662
2301411236	2301414240	2301417071	2301419367	2301421524	2301423848	2301426581	2301429677
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2301411275	2301414271	2301417131	2301419468	2301421581	2301423980	2301426635	2301429750
2301411300	2301414397	2301417173	2301419489	2301421626	2301424009	2301426676	2301429753
2301411499	2301414445	2301417184	2301419511	2301421627	2301424162	2301426728	2301429824
2301411517	2301414451	2301417200	2301419562	2301421631	2301424248	2301426768	2301429827
2301411534	2301414472	2301417210	2301419595	2301421638	2301424265	2301426769	2301429838
2301411650	2301414474	2301417216	2301419635	2301421678	2301424302	2301426779	2301429953
2301411668	2301414517	2301417229	2301419712	2301421739	2301424367	2301426780	2301429954
2301411729	2301414541	2301417244	2301419765	2301421744	2301424423	2301426792	2301429993
2301411739	2301414595	2301417245	2301419766	2301421809	2301424484	2301426858	2301430012
2301411762	2301414604	2301417341	2301419767	2301421810	2301424490	2301426996	2301430013
2301411869	2301414620	2301417456	2301419768	2301421868	2301424519	2301426998	2301430015
2301411917	2301414621	2301417507	2301419769	2301421888	2301424575	2301427207	2301430028
2301411920	2301414793	2301417545	2301419806	2301421893	2301424609	2301427220	2301430033
2301411924	2301414794	2301417548	2301419815	2301421895	2301424703	2301427234	2301430042
2301411951	2301414815	2301417550	2301419824	2301422009	2301424707	2301427270	2301430114
2301411959	2301414851	2301417566	2301419825	2301422113	2301424763	2301427313	2301430116
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2301411970	2301415071	2301417732	2301420014	2301422161	2301424830	2301427339	2301430162
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2301412045	2301415132	2301417804	2301420162	2301422267	2301425000	2301427490	2301430203
2301412060	2301415170	2301417828	2301420202	2301422316	2301425021	2301427592	2301430227
2301412072	2301415218	2301417846	2301420317	2301422317	2301425030	2301427630	2301430372
2301412121	2301415253	2301418050	2301420398	2301422357	2301425055	2301427712	2301430376

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2301430402	2301432222	2301434443	2301436763	2301442041	2301444358	2301446345	2301448451
2301430556	2301432247	2301434449	2301436785	2301442044	2301444431	2301446372	2301448455
2301430577	2301432358	2301434465	2301436875	2301442103	2301444526	2301446381	2301448478
2301430612	2301432367	2301434478	2301436877	2301442106	2301444555	2301446393	2301448495
2301430659	2301432382	2301434549	2301436883	2301442147	2301444567	2301446402	2301448544
2301430678	2301432385	2301434620	2301436889	2301442259	2301444585	2301446412	2301448569
2301430689	2301432402	2301434632	2301436962	2301442311	2301444596	2301446419	2301448614
2301430698	2301432420	2301434643	2301436983	2301442348	2301444773	2301446420	2301448615
2301430712	2301432429	2301434661	2301437121	2301442438	2301444781	2301446556	2301448617
2301430726	2301432435	2301434725	2301440065	2301442456	2301444800	2301446557	2301448634
2301430727	2301432520	2301434747	2301440300	2301442467	2301444864	2301446700	2301448651
2301430766	2301432539	2301434749	2301440311	2301442487	2301444865	2301446735	2301448652
2301430826	2301432540	2301434792	2301440366	2301442702	2301444872	2301446772	2301448729
2301430870	2301432651	2301434810	2301440497	2301442711	2301444926	2301446834	2301448841
2301430943	2301432661	2301434838	2301440529	2301442774	2301444970	2301446853	2301448862
2301430957	2301432668	2301434841	2301440530	2301442795	2301444994	2301446854	2301449021
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2301431063	2301432838	2301434908	2301440564	2301442874	2301445018	2301446856	2301449079
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2301431140	2301432870	2301434998	2301440730	2301443051	2301445229	2301446887	2301449153
2301431150	2301432873	2301435044	2301440731	2301443058	2301445231	2301446917	2301449212
2301431299	2301432884	2301435045	2301440733	2301443129	2301445237	2301447064	2301449281
2301431307	2301432923	2301435054	2301440748	2301443149	2301445257	2301447088	2301449282
2301431313	2301432924	2301435146	2301440749	2301443190	2301445298	2301447089	2301449338
2301431318	2301432956	2301435147	2301440842	2301443191	2301445378	2301447155	2301449402
2301431378	2301432957	2301435148	2301440860	2301443217	2301445404	2301447174	2301449457
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2301431438	2301432967	2301435204	2301440934	2301443291	2301445455	2301447325	2301449597
2301431439	2301433042	2301435246	2301440944	2301443341	2301445487	2301447362	2301449603
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2301431595	2301433242	2301435399	2301441085	2301443345	2301445519	2301447479	2301449775
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2301431602	2301433329	2301435496	2301441100	2301443389	2301445523	2301447539	2301449798
2301431627	2301433370	2301435497	2301441101	2301443390	2301445533	2301447561	2301449838
2301431629	2301433383	2301435498	2301441103	2301443397	2301445534	2301447581	2301449880
2301431664	2301433394	2301435558	2301441105	2301443419	2301445559	2301447713	2301449896
2301431688	2301433462	2301435563	2301441121	2301443421	2301445598	2301447754	2301449930
2301431707	2301433466	2301435605	2301441164	2301443451	2301445659	2301447773	2301449949
2301431764	2301433514	2301435606	2301441190	2301443452	2301445671	2301447812	2301449950
2301431774	2301433533	2301435607	2301441191	2301443474	2301445692	2301447859	2301449962
2301431783	2301433540	2301435613	2301441240	2301443514	2301445756	2301447936	2301449982
2301431814	2301433547	2301435639	2301441249	2301443590	2301445774	2301447974	2301450024
2301431817	2301433559	2301435640	2301441254	2301443616	2301445888	2301447975	2301450054
2301431850	2301433568	2301435725	2301441455	2301443638	2301445889	2301447976	2301450088
2301431876	2301433660	2301435893	2301441456	2301443644	2301445890	2301448031	2301450089
2301431887	2301433671	2301435894	2301441598	2301443648	2301445896	2301448034	2301450100
2301431891	2301433676	2301435926	2301441599	2301443658	2301445897	2301448063	2301450110
2301431946	2301433711	2301436035	2301441629	2301443726	2301445898	2301448064	2301450121
2301431956	2301433799	2301436076	2301441771	2301443781	2301445946	2301448124	2301450138
2301431962	2301433800	2301436176	2301441820	2301443788	2301445977	2301448227	2301450203
2301431963	2301433844	2301436235	2301441831	2301443826	2301445978	2301448259	2301450210
2301431984	2301433845	2301436264	2301441835	2301443857	2301446037	2301448260	2301450215
2301432018	2301433882	2301436280	2301441836	2301443877	2301446101	2301448280	2301450216
2301432021	2301433900	2301436343	2301441837	2301443979	2301446109	2301448284	2301450221
2301432031	2301433990	2301436373	2301441855	2301443980	2301446143	2301448303	2301450275
2301432057	2301434091	2301436406	2301441864	2301444085	2301446149	2301448317	2301450313
2301432106	2301434106	2301436414	2301441865	2301444214	2301446221	2301448343	2301450315
2301432136	2301434217	2301436590	2301441866	2301444235	2301446251	2301448355	2301450342
2301432143	2301434228	2301436697	2301441867	2301444236	2301446308	2301448427	2301450343
2301432189	2301434296	2301436707	2301441871	2301444238	2301446315	2301448435	2301450351
2301432199	2301434435	2301436752	2301441942	2301444314	2301446327	2301448441	2301450352

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2301450413	2301452739	2301454976	2301456878	2301459186	2301461163	2301503085	2301504151
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2301450418	2301452851	2301455029	2301456908	2301459215	2301461174	2301503091	2301504236
2301450419	2301452897	2301455095	2301456953	2301459262	2301502022	2301503092	2301504241
2301450427	2301452910	2301455098	2301457014	2301459272	2301502064	2301503124	2301504250
2301450430	2301453032	2301455100	2301457019	2301459273	2301502070	2301503144	2301504263
2301450519	2301453076	2301455102	2301457025	2301459293	2301502093	2301503145	2301504264
2301450692	2301453090	2301455129	2301457031	2301459304	2301502104	2301503177	2301504275
2301450697	2301453114	2301455151	2301457083	2301459368	2301502105	2301503203	2301504278
2301450785	2301453149	2301455152	2301457086	2301459423	2301502116	2301503204	2301504328
2301450820	2301453179	2301455192	2301457105	2301459471	2301502124	2301503230	2301504337
2301450833	2301453201	2301455200	2301457140	2301459596	2301502127	2301503272	2301504338
2301450873	2301453265	2301455201	2301457141	2301459634	2301502129	2301503277	2301504340
2301450874	2301453277	2301455202	2301457147	2301459656	2301502134	2301503283	2301504343
2301450885	2301453288	2301455211	2301457215	2301459693	2301502142	2301503284	2301504344
2301450886	2301453373	2301455306	2301457314	2301459769	2301502144	2301503319	2301504353
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2301450918	2301453545	2301455392	2301457595	2301459869	2301502190	2301503325	2301504382
2301450923	2301453574	2301455407	2301457660	2301459947	2301502197	2301503368	2301504383
2301450945	2301453575	2301455441	2301457676	2301459954	2301502198	2301503371	2301504386
2301451104	2301453645	2301455471	2301457686	2301460004	2301502222	2301503372	2301504425
2301451105	2301453646	2301455479	2301457728	2301460011	2301502244	2301503373	2301504434
2301451135	2301453702	2301455508	2301457737	2301460026	2301502260	2301503389	2301504438
2301451153	2301453801	2301455557	2301457788	2301460056	2301502279	2301503439	2301504486
2301451223	2301453815	2301455562	2301457804	2301460063	2301502359	2301503440	2301504628
2301451260	2301453841	2301455573	2301457848	2301460147	2301502373	2301503441	2301504631
2301451326	2301453887	2301455574	2301457900	2301460165	2301502387	2301503461	2301504633
2301451367	2301453934	2301455603	2301457933	2301460223	2301502388	2301503470	2301504646
2301451384	2301453947	2301455628	2301458020	2301460224	2301502418	2301503471	2301504660
2301451426	2301454053	2301455645	2301458092	2301460282	2301502429	2301503472	2301504682
2301451464	2301454085	2301455657	2301458097	2301460302	2301502433	2301503496	2301504683
2301451483	2301454100	2301455673	2301458108	2301460317	2301502443	2301503497	2301504750
2301451529	2301454212	2301455793	2301458159	2301460407	2301502460	2301503532	2301504755
2301451546	2301454213	2301455820	2301458239	2301460409	2301502461	2301503542	2301504791
2301451590	2301454219	2301455879	2301458286	2301460441	2301502482	2301503581	2301504797
2301451591	2301454249	2301455884	2301458296	2301460461	2301502485	2301503595	2301504798
2301451708	2301454271	2301455894	2301458406	2301460481	2301502486	2301503694	2301504799
2301451756	2301454296	2301455900	2301458471	2301460515	2301502522	2301503736	2301504812
2301451905	2301454309	2301455910	2301458478	2301460557	2301502538	2301503788	2301504824
2301452000	2301454334	2301455917	2301458479	2301460559	2301502578	2301503794	2301504836
2301452006	2301454360	2301455918	2301458523	2301460588	2301502603	2301503810	2301504848
2301452010	2301454367	2301455931	2301458534	2301460589	2301502619	2301503837	2301504862
2301452014	2301454445	2301455932	2301458547	2301460590	2301502661	2301503839	2301504863
2301452067	2301454483	2301456024	2301458581	2301460628	2301502718	2301503848	2301504874
2301452179	2301454537	2301456054	2301458584	2301460684	2301502734	2301503866	2301504880
2301452189	2301454545	2301456057	2301458635	2301460710	2301502789	2301503922	2301504885
2301452234	2301454547	2301456220	2301458648	2301460711	2301502809	2301503944	2301504895
2301452250	2301454580	2301456348	2301458659	2301460756	2301502824	2301503962	2301504899
2301452369	2301454611	2301456365	2301458728	2301460757	2301502873	2301503964	2301504916
2301452374	2301454624	2301456389	2301458739	2301460780	2301502894	2301503972	2301504924
2301452388	2301454625	2301456407	2301458740	2301460801	2301502897	2301503985	2301504943
2301452413	2301454640	2301456447	2301458769	2301460956	2301502898	2301504001	2301504944
2301452422	2301454680	2301456459	2301458780	2301460975	2301502899	2301504012	2301504945
2301452423	2301454684	2301456626	2301458803	2301460977	2301502908	2301504013	2301504951
2301452429	2301454726	2301456627	2301458811	2301460978	2301502912	2301504016	2301505031
2301452444	2301454756	2301456633	2301458813	2301460986	2301502940	2301504017	2301505035
2301452457	2301454778	2301456675	2301458819	2301460988	2301502945	2301504018	2301505050
2301452506	2301454795	2301456683	2301458916	2301460992	2301502950	2301504050	2301505051
2301452613	2301454848	2301456738	2301458950	2301461086	2301502988	2301504054	2301505061
2301452638	2301454860	2301456770	2301459092	2301461130	2301502992	2301504103	2301505080
2301452646	2301454892	2301456805	2301459134	2301461132	2301502993	2301504112	2301505107
2301452669	2301454919	2301456844	2301459160	2301461154	2301503007	2301504118	2301505108

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2301505121	2301506048	2301506727	2301507613	2301508619	2301509460	2301510258	2301511243
2301505124	2301506054	2301506730	2301507615	2301508621	2301509461	2301510259	2301511248
2301505145	2301506059	2301506731	2301507617	2301508623	2301509462	2301510260	2301511253
2301505162	2301506066	2301506732	2301507622	2301508641	2301509463	2301510269	2301511329
2301505176	2301506091	2301506733	2301507630	2301508647	2301509476	2301510273	2301511341
2301505222	2301506093	2301506745	2301507631	2301508651	2301509495	2301510275	2301511345
2301505229	2301506095	2301506746	2301507632	2301508673	2301509496	2301510276	2301511363
2301505243	2301506108	2301506752	2301507639	2301508689	2301509507	2301510282	2301511383
2301505244	2301506109	2301506790	2301507645	2301508701	2301509514	2301510320	2301511404
2301505253	2301506130	2301506795	2301507706	2301508749	2301509521	2301510331	2301511444
2301505261	2301506173	2301506849	2301507746	2301508824	2301509524	2301510336	2301511452
2301505262	2301506180	2301506850	2301507760	2301508831	2301509530	2301510338	2301511453
2301505263	2301506189	2301506867	2301507761	2301508832	2301509537	2301510355	2301511458
2301505266	2301506191	2301506873	2301507788	2301508857	2301509538	2301510356	2301511461
2301505267	2301506196	2301506890	2301507789	2301508860	2301509561	2301510377	2301511465
2301505304	2301506215	2301506916	2301507813	2301508872	2301509611	2301510384	2301511466
2301505342	2301506225	2301506919	2301508042	2301508889	2301509612	2301510392	2301511484
2301505381	2301506228	2301506920	2301508061	2301508900	2301509613	2301510441	2301511493
2301505400	2301506240	2301506935	2301508075	2301508901	2301509614	2301510442	2301511517
2301505402	2301506243	2301506936	2301508108	2301508902	2301509616	2301510443	2301511518
2301505403	2301506246	2301506962	2301508109	2301508939	2301509617	2301510466	2301511554
2301505433	2301506247	2301506969	2301508119	2301508940	2301509620	2301510498	2301511570
2301505434	2301506250	2301506973	2301508120	2301508957	2301509637	2301510513	2301511600
2301505454	2301506251	2301506977	2301508126	2301508958	2301509644	2301510522	2301511611
2301505460	2301506253	2301506978	2301508128	2301508975	2301509650	2301510574	2301511612
2301505478	2301506265	2301506979	2301508132	2301508977	2301509655	2301510614	2301511617
2301505480	2301506266	2301506980	2301508133	2301508985	2301509691	2301510623	2301511644
2301505493	2301506284	2301507038	2301508141	2301509012	2301509692	2301510631	2301511663
2301505496	2301506293	2301507061	2301508180	2301509015	2301509697	2301510683	2301511664
2301505520	2301506294	2301507063	2301508205	2301509028	2301509710	2301510701	2301511666
2301505521	2301506300	2301507137	2301508210	2301509030	2301509740	2301510706	2301511673
2301505535	2301506321	2301507164	2301508212	2301509050	2301509765	2301510714	2301511689
2301505544	2301506334	2301507171	2301508213	2301509057	2301509818	2301510773	2301511690
2301505562	2301506351	2301507183	2301508214	2301509059	2301509837	2301510823	2301511712
2301505563	2301506400	2301507191	2301508215	2301509076	2301509846	2301510852	2301511713
2301505566	2301506416	2301507219	2301508216	2301509077	2301509851	2301510853	2301511719
2301505609	2301506427	2301507232	2301508219	2301509125	2301509884	2301510855	2301511729
2301505631	2301506428	2301507233	2301508227	2301509161	2301509885	2301510870	2301511731
2301505668	2301506429	2301507246	2301508231	2301509182	2301509909	2301510876	2301511732
2301505674	2301506430	2301507274	2301508273	2301509187	2301509922	2301510903	2301511739
2301505681	2301506431	2301507285	2301508327	2301509189	2301509923	2301510923	2301511744
2301505721	2301506441	2301507315	2301508328	2301509191	2301509927	2301510930	2301511772
2301505741	2301506442	2301507342	2301508330	2301509203	2301509943	2301510931	2301511793
2301505764	2301506443	2301507368	2301508366	2301509247	2301509944	2301510932	2301511795
2301505790	2301506474	2301507386	2301508380	2301509254	2301509945	2301510951	2301511838
2301505836	2301506500	2301507387	2301508399	2301509264	2301509957	2301510981	2301511846
2301505859	2301506522	2301507401	2301508409	2301509265	2301509958	2301510989	2301511847
2301505888	2301506531	2301507472	2301508422	2301509285	2301510003	2301510995	2301511851
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2301505926	2301506612	2301507505	2301508496	2301509328	2301510048	2301511032	2301511856
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2301505936	2301506623	2301507523	2301508508	2301509334	2301510065	2301511064	2301511871
2301505973	2301506629	2301507524	2301508542	2301509347	2301510066	2301511176	2301511908
2301505990	2301506641	2301507527	2301508554	2301509350	2301510092	2301511180	2301511909
2301505996	2301506655	2301507537	2301508582	2301509375	2301510126	2301511206	2301511910
2301506020	2301506656	2301507549	2301508598	2301509393	2301510147	2301511207	2301511918
2301506021	2301506702	2301507557	2301508604	2301509401	2301510174	2301511222	2301511927
2301506023	2301506705	2301507568	2301508610	2301509405	2301510195	2301511223	2301511950
2301506024	2301506708	2301507574	2301508615	2301509419	2301510239	2301511224	2301511955
2301506032	2301506726	2301507587	2301508618	2301509434	2301510257	2301511231	2301511977

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2301511978	2301512569	2301513261	2301513813	2301514494	2301515245	2301515928	2301516614
2301511980	2301512583	2301513262	2301513814	2301514496	2301515249	2301515943	2301516626
2301511986	2301512617	2301513263	2301513822	2301514510	2301515251	2301515952	2301516631
2301511991	2301512623	2301513288	2301513846	2301514511	2301515252	2301515954	2301516681
2301512031	2301512654	2301513296	2301513854	2301514537	2301515253	2301515963	2301516694
2301512036	2301512677	2301513321	2301513867	2301514546	2301515267	2301515966	2301516702
2301512043	2301512681	2301513322	2301513881	2301514613	2301515280	2301515973	2301516703
2301512045	2301512682	2301513333	2301513882	2301514621	2301515282	2301515991	2301516722
2301512063	2301512683	2301513334	2301513887	2301514627	2301515283	2301515996	2301516730
2301512064	2301512684	2301513338	2301513891	2301514634	2301515294	2301516011	2301516745
2301512080	2301512685	2301513340	2301513899	2301514668	2301515301	2301516032	2301516746
2301512083	2301512686	2301513343	2301513949	2301514670	2301515316	2301516070	2301516751
2301512092	2301512711	2301513344	2301513950	2301514671	2301515320	2301516079	2301516752
2301512093	2301512712	2301513348	2301513960	2301514680	2301515321	2301516109	2301516763
2301512095	2301512739	2301513365	2301513967	2301514712	2301515322	2301516124	2301516766
2301512099	2301512751	2301513367	2301513970	2301514721	2301515323	2301516133	2301516818
2301512151	2301512761	2301513383	2301513981	2301514723	2301515335	2301516166	2301516824
2301512167	2301512785	2301513393	2301514044	2301514754	2301515336	2301516194	2301516826
2301512173	2301512791	2301513396	2301514047	2301514763	2301515337	2301516195	2301516830
2301512176	2301512798	2301513433	2301514052	2301514766	2301515344	2301516201	2301516832
2301512177	2301512804	2301513448	2301514053	2301514775	2301515359	2301516204	2301516837
2301512180	2301512814	2301513455	2301514066	2301514778	2301515370	2301516209	2301516838
2301512181	2301512832	2301513458	2301514069	2301514784	2301515423	2301516224	2301516839
2301512182	2301512848	2301513459	2301514070	2301514794	2301515424	2301516226	2301516844
2301512183	2301512870	2301513488	2301514079	2301514797	2301515426	2301516252	2301516848
2301512184	2301512871	2301513491	2301514080	2301514804	2301515427	2301516254	2301516849
2301512185	2301512894	2301513507	2301514081	2301514805	2301515431	2301516267	2301516858
2301512194	2301512895	2301513520	2301514082	2301514834	2301515436	2301516300	2301516881
2301512205	2301512896	2301513526	2301514083	2301514835	2301515482	2301516312	2301516886
2301512228	2301512944	2301513535	2301514084	2301514836	2301515490	2301516318	2301516887
2301512272	2301512947	2301513540	2301514087	2301514840	2301515507	2301516320	2301516892
2301512279	2301512948	2301513559	2301514114	2301514844	2301515519	2301516333	2301516916
2301512303	2301512984	2301513593	2301514159	2301514847	2301515526	2301516337	2301516932
2301512304	2301512989	2301513617	2301514167	2301514848	2301515532	2301516338	2301516940
2301512317	2301513002	2301513618	2301514171	2301514858	2301515542	2301516358	2301516949
2301512318	2301513004	2301513622	2301514172	2301514874	2301515561	2301516368	2301516950
2301512320	2301513006	2301513631	2301514173	2301514882	2301515576	2301516385	2301516951
2301512321	2301513007	2301513647	2301514179	2301514898	2301515579	2301516386	2301516991
2301512322	2301513016	2301513648	2301514192	2301514899	2301515604	2301516387	2301517004
2301512323	2301513028	2301513658	2301514198	2301514935	2301515611	2301516388	2301517027
2301512325	2301513034	2301513659	2301514203	2301514944	2301515615	2301516389	2301517031
2301512342	2301513055	2301513674	2301514204	2301514945	2301515616	2301516390	2301517036
2301512343	2301513081	2301513689	2301514205	2301514946	2301515668	2301516402	2301517056
2301512345	2301513082	2301513699	2301514206	2301514971	2301515680	2301516404	2301517072
2301512346	2301513083	2301513717	2301514223	2301514972	2301515701	2301516405	2301517076
2301512354	2301513086	2301513723	2301514238	2301514984	2301515735	2301516407	2301517077
2301512355	2301513105	2301513724	2301514263	2301514987	2301515747	2301516431	2301517100
2301512360	2301513107	2301513726	2301514288	2301514988	2301515763	2301516440	2301517125
2301512411	2301513125	2301513727	2301514292	2301515031	2301515765	2301516447	2301517131
2301512412	2301513132	2301513728	2301514302	2301515046	2301515786	2301516472	2301517168
2301512413	2301513143	2301513734	2301514329	2301515068	2301515787	2301516473	2301517209
2301512466	2301513155	2301513736	2301514362	2301515104	2301515818	2301516482	2301517239
2301512478	2301513156	2301513748	2301514365	2301515129	2301515831	2301516510	2301517248
2301512481	2301513177	2301513751	2301514367	2301515148	2301515849	2301516512	2301517255
2301512507	2301513201	2301513756	2301514380	2301515164	2301515852	2301516514	2301517273
2301512512	2301513228	2301513757	2301514384	2301515198	2301515861	2301516517	2301517275
2301512516	2301513233	2301513762	2301514416	2301515209	2301515862	2301516518	2301517283
2301512517	2301513234	2301513763	2301514441	2301515210	2301515883	2301516526	2301517419
2301512538	2301513235	2301513769	2301514448	2301515215	2301515884	2301516531	2301517465
2301512548	2301513236	2301513775	2301514473	2301515221	2301515894	2301516554	2301517479
2301512556	2301513237	2301513802	2301514474	2301515238	2301515913	2301516559	2301517550
2301512562	2301513249	2301513811	2301514478	2301515244	2301515918	2301516600	2301517551

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2301517556	2301518372	2301519049	2301519675	2301520457	2301521367	2301521907	2301522510
2301517557	2301518384	2301519072	2301519698	2301520476	2301521368	2301521922	2301522511
2301517558	2301518401	2301519107	2301519711	2301520482	2301521373	2301521929	2301522512
2301517605	2301518420	2301519132	2301519747	2301520502	2301521374	2301521930	2301522523
2301517618	2301518466	2301519139	2301519748	2301520518	2301521378	2301521941	2301522532
2301517626	2301518475	2301519150	2301519749	2301520520	2301521421	2301521947	2301522533
2301517627	2301518495	2301519165	2301519762	2301520525	2301521423	2301521954	2301522535
2301517640	2301518499	2301519176	2301519791	2301520539	2301521426	2301521959	2301522554
2301517684	2301518551	2301519177	2301519803	2301520547	2301521427	2301521962	2301522565
2301517741	2301518599	2301519178	2301519806	2301520552	2301521428	2301521965	2301522567
2301517747	2301518601	2301519204	2301519807	2301520559	2301521437	2301521966	2301522576
2301517750	2301518602	2301519205	2301519810	2301520570	2301521438	2301521994	2301522577
2301517761	2301518603	2301519239	2301519826	2301520573	2301521439	2301522002	2301522578
2301517771	2301518608	2301519245	2301519835	2301520580	2301521440	2301522003	2301522582
2301517792	2301518618	2301519246	2301519836	2301520594	2301521443	2301522037	2301522613
2301517797	2301518622	2301519251	2301519838	2301520600	2301521455	2301522041	2301522614
2301517818	2301518625	2301519263	2301519861	2301520618	2301521462	2301522053	2301522615
2301517826	2301518630	2301519288	2301519869	2301520668	2301521481	2301522055	2301522618
2301517836	2301518647	2301519313	2301519912	2301520703	2301521482	2301522077	2301522626
2301517837	2301518668	2301519330	2301519978	2301520732	2301521491	2301522079	2301522683
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2301517868	2301518672	2301519350	2301519993	2301520780	2301521543	2301522107	2301522729
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2301517883	2301518724	2301519365	2301520007	2301520838	2301521571	2301522146	2301522754
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2301517886	2301518731	2301519373	2301520016	2301520840	2301521593	2301522162	2301522762
2301517924	2301518736	2301519377	2301520017	2301520848	2301521629	2301522165	2301522771
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2301517947	2301518746	2301519402	2301520045	2301520877	2301521664	2301522214	2301522782
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2301518022	2301518766	2301519444	2301520093	2301520897	2301521685	2301522266	2301522792
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2301518144	2301518833	2301519486	2301520124	2301521000	2301521692	2301522305	2301522853
2301518153	2301518841	2301519505	2301520152	2301521009	2301521693	2301522306	2301522854
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2301518180	2301518853	2301519524	2301520195	2301521026	2301521696	2301522349	2301522885
2301518200	2301518858	2301519531	2301520203	2301521042	2301521697	2301522350	2301522929
2301518212	2301518870	2301519539	2301520206	2301521048	2301521699	2301522352	2301522935
2301518213	2301518887	2301519553	2301520234	2301521072	2301521701	2301522353	2301522955
2301518215	2301518888	2301519554	2301520279	2301521076	2301521709	2301522359	2301522984
2301518216	2301518894	2301519557	2301520294	2301521084	2301521736	2301522361	2301522987
2301518217	2301518908	2301519570	2301520321	2301521089	2301521739	2301522370	2301523024
2301518220	2301518935	2301519578	2301520326	2301521090	2301521761	2301522383	2301523050
2301518234	2301518936	2301519581	2301520334	2301521126	2301521767	2301522391	2301523052
2301518245	2301518937	2301519591	2301520341	2301521158	2301521778	2301522392	2301523053
2301518250	2301518938	2301519599	2301520342	2301521176	2301521779	2301522393	2301523063
2301518261	2301518953	2301519605	2301520343	2301521181	2301521780	2301522394	2301523066
2301518266	2301518971	2301519618	2301520344	2301521188	2301521781	2301522410	2301523067
2301518280	2301518977	2301519623	2301520345	2301521220	2301521782	2301522411	2301523078
2301518283	2301518986	2301519627	2301520364	2301521247	2301521785	2301522424	2301523079
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2301518309	2301519007	2301519635	2301520400	2301521256	2301521800	2301522443	2301523113
2301518312	2301519010	2301519636	2301520409	2301521259	2301521804	2301522456	2301523118
2301518313	2301519012	2301519637	2301520417	2301521260	2301521816	2301522462	2301523119
2301518317	2301519030	2301519644	2301520418	2301521265	2301521862	2301522474	2301523127
2301518325	2301519039	2301519666	2301520440	2301521290	2301521903	2301522485	2301523174
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2301523214	2301523908	2301524588	2301525405	2301525981	2301526778	2301527434	2301528148
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2301523220	2301523932	2301524597	2301525420	2301526004	2301526809	2301527459	2301528153
2301523222	2301523982	2301524637	2301525432	2301526054	2301526820	2301527463	2301528181
2301523226	2301523990	2301524652	2301525433	2301526058	2301526826	2301527465	2301528225
2301523231	2301523999	2301524653	2301525462	2301526070	2301526854	2301527491	2301528236
2301523235	2301524003	2301524654	2301525476	2301526073	2301526886	2301527506	2301528241
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2301523265	2301524036	2301524666	2301525502	2301526126	2301526918	2301527534	2301528260
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2301523273	2301524054	2301524710	2301525553	2301526141	2301526940	2301527571	2301528275
2301523282	2301524055	2301524711	2301525568	2301526143	2301526946	2301527578	2301528279
2301523283	2301524066	2301524712	2301525572	2301526147	2301526954	2301527595	2301528280
2301523292	2301524069	2301524716	2301525575	2301526157	2301526959	2301527609	2301528281
2301523311	2301524074	2301524729	2301525576	2301526164	2301526963	2301527629	2301528291
2301523344	2301524097	2301524730	2301525588	2301526190	2301526966	2301527635	2301528308
2301523356	2301524113	2301524761	2301525589	2301526193	2301526996	2301527650	2301528309
2301523359	2301524120	2301524765	2301525622	2301526194	2301526997	2301527651	2301528330
2301523388	2301524121	2301524834	2301525640	2301526232	2301527000	2301527662	2301528331
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2301523466	2301524167	2301524899	2301525715	2301526310	2301527038	2301527716	2301528410
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2301523622	2301524283	2301524942	2301525770	2301526381	2301527138	2301527792	2301528479
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2301523669	2301524361	2301525041	2301525802	2301526437	2301527235	2301527807	2301528540
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2301523672	2301524380	2301525079	2301525811	2301526460	2301527269	2301527819	2301528553
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2301523696	2301524382	2301525135	2301525821	2301526472	2301527312	2301527849	2301528557
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2301523732	2301524400	2301525152	2301525835	2301526534	2301527324	2301527858	2301528559
2301523735	2301524401	2301525178	2301525836	2301526536	2301527326	2301527866	2301528560
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2301523894	2301524583	2301525379	2301525951	2301526725	2301527432	2301528117	2301528639
2301523907	2301524587	2301525381	2301525975	2301526738	2301527433	2301528134	2301528642

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2301528661	2301529237	2301529808	2301530244	2301530730	2301531278	2301531813	2301532193
2301528675	2301529243	2301529820	2301530247	2301530731	2301531289	2301531830	2301532196
2301528679	2301529245	2301529840	2301530255	2301530732	2301531290	2301531860	2301532197
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2301528716	2301529261	2301529875	2301530291	2301530764	2301531344	2301531888	2301532242
2301528717	2301529262	2301529881	2301530293	2301530766	2301531362	2301531890	2301532243
2301528727	2301529263	2301529885	2301530298	2301530799	2301531376	2301531893	2301532264
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2301528737	2301529288	2301529910	2301530313	2301530837	2301531389	2301531933	2301532299
2301528738	2301529299	2301529919	2301530334	2301530841	2301531411	2301531938	2301532308
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2301528960	2301529541	2301530018	2301530478	2301531059	2301531553	2301532026	2301532474
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2301529131	2301529730	2301530143	2301530653	2301531226	2301531719	2301532144	2301532652
2301529132	2301529746	2301530148	2301530685	2301531238	2301531743	2301532148	2301532657
2301529154	2301529747	2301530156	2301530691	2301531239	2301531745	2301532154	2301532664
2301529157	2301529750	2301530202	2301530692	2301531241	2301531746	2301532162	2301532665
2301529170	2301529770	2301530208	2301530693	2301531250	2301531780	2301532168	2301532673
2301529174	2301529776	2301530211	2301530702	2301531251	2301531783	2301532172	2301532678

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2301532706	2301533137	2301533632	2301534103	2301534495	2301534862	2301535456	2301535950
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2301532778	2301533284	2301533701	2301534247	2301534614	2301535035	2301535574	2301536042
2301532794	2301533305	2301533725	2301534249	2301534615	2301535048	2301535579	2301536055
2301532795	2301533306	2301533728	2301534253	2301534618	2301535052	2301535582	2301536062
2301532798	2301533335	2301533738	2301534254	2301534619	2301535053	2301535586	2301536067
2301532814	2301533349	2301533762	2301534255	2301534624	2301535061	2301535588	2301536084
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2301532821	2301533359	2301533778	2301534260	2301534642	2301535113	2301535597	2301536099
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2301532852	2301533375	2301533794	2301534269	2301534644	2301535116	2301535601	2301536108
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2301532859	2301533381	2301533819	2301534312	2301534656	2301535149	2301535627	2301536118
2301532862	2301533391	2301533820	2301534323	2301534657	2301535150	2301535628	2301536119
2301532863	2301533392	2301533821	2301534342	2301534661	2301535151	2301535636	2301536120
2301532873	2301533396	2301533826	2301534343	2301534662	2301535181	2301535647	2301536132
2301532879	2301533410	2301533829	2301534366	2301534666	2301535186	2301535660	2301536143
2301532880	2301533411	2301533860	2301534382	2301534668	2301535196	2301535681	2301536144
2301532885	2301533416	2301533873	2301534383	2301534672	2301535206	2301535690	2301536152
2301532892	2301533418	2301533890	2301534389	2301534673	2301535212	2301535704	2301536153
2301532916	2301533421	2301533891	2301534390	2301534681	2301535213	2301535705	2301536154
2301532923	2301533431	2301533892	2301534402	2301534689	2301535214	2301535706	2301536157
2301532926	2301533436	2301533897	2301534403	2301534693	2301535219	2301535708	2301536160
2301532948	2301533474	2301533910	2301534404	2301534694	2301535231	2301535739	2301536166
2301532961	2301533478	2301533923	2301534409	2301534695	2301535234	2301535778	2301536175
2301532966	2301533494	2301533937	2301534416	2301534711	2301535245	2301535792	2301536190
2301532969	2301533500	2301533973	2301534422	2301534723	2301535249	2301535807	2301536194
2301532978	2301533504	2301533994	2301534428	2301534724	2301535254	2301535821	2301536204
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2301532986	2301533506	2301533997	2301534431	2301534739	2301535273	2301535838	2301536234
2301533008	2301533509	2301534008	2301534435	2301534745	2301535280	2301535839	2301536246
2301533011	2301533520	2301534038	2301534436	2301534746	2301535302	2301535845	2301536247
2301533013	2301533527	2301534039	2301534440	2301534755	2301535309	2301535847	2301536248
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2301533042	2301533569	2301534055	2301534465	2301534805	2301535362	2301535870	2301536265
2301533044	2301533578	2301534058	2301534470	2301534808	2301535366	2301535882	2301536274
2301533061	2301533594	2301534060	2301534471	2301534810	2301535367	2301535893	2301536310
2301533079	2301533596	2301534072	2301534472	2301534826	2301535393	2301535894	2301536311
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2301536337	2301536831	2301537261	2301537777	2301538349	2301538814	2301539330	2301539890
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2301536358	2301536846	2301537263	2301537786	2301538354	2301538816	2301539338	2301539917
2301536364	2301536847	2301537276	2301537802	2301538358	2301538820	2301539352	2301539932
2301536370	2301536851	2301537277	2301537807	2301538360	2301538826	2301539359	2301539934
2301536379	2301536853	2301537278	2301537813	2301538362	2301538827	2301539367	2301539940
2301536380	2301536855	2301537294	2301537814	2301538364	2301538830	2301539389	2301539941
2301536382	2301536860	2301537295	2301537815	2301538369	2301538843	2301539393	2301539942
2301536383	2301536861	2301537296	2301537816	2301538370	2301538848	2301539395	2301539943
2301536384	2301536865	2301537300	2301537856	2301538371	2301538855	2301539413	2301539945
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2301536433	2301536921	2301537315	2301537894	2301538394	2301538868	2301539433	2301539964
2301536434	2301536930	2301537316	2301537895	2301538397	2301538878	2301539434	2301539966
2301536437	2301536931	2301537324	2301537899	2301538407	2301538879	2301539435	2301539979
2301536446	2301536932	2301537334	2301537912	2301538419	2301538888	2301539436	2301539980
2301536447	2301536940	2301537335	2301537913	2301538432	2301538897	2301539449	2301539982
2301536449	2301536941	2301537344	2301537926	2301538438	2301538901	2301539490	2301539983
2301536450	2301536949	2301537385	2301537931	2301538451	2301538902	2301539493	2301539984
2301536459	2301536966	2301537423	2301537954	2301538460	2301538924	2301539496	2301539986
2301536460	2301536984	2301537432	2301537969	2301538470	2301538929	2301539513	2301539994
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2301536524	2301537018	2301537465	2301538017	2301538516	2301539034	2301539524	2301540020
2301536532	2301537041	2301537486	2301538021	2301538517	2301539035	2301539526	2301540021
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2301536555	2301537084	2301537506	2301538047	2301538546	2301539050	2301539546	2301540033
2301536556	2301537098	2301537517	2301538048	2301538547	2301539051	2301539576	2301540034
2301536562	2301537099	2301537518	2301538052	2301538550	2301539053	2301539577	2301540035
2301536571	2301537102	2301537520	2301538057	2301538555	2301539055	2301539592	2301540043
2301536577	2301537106	2301537526	2301538070	2301538558	2301539057	2301539601	2301540045
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2301536604	2301537118	2301537541	2301538093	2301538609	2301539078	2301539653	2301540069
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2301536642	2301537154	2301537613	2301538181	2301538682	2301539116	2301539700	2301540115
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2301536717	2301537173	2301537624	2301538200	2301538718	2301539141	2301539752	2301540119
2301536743	2301537174	2301537702	2301538206	2301538734	2301539151	2301539762	2301540128
2301536757	2301537175	2301537705	2301538228	2301538738	2301539165	2301539776	2301540155
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2301536774	2301537185	2301537723	2301538241	2301538750	2301539170	2301539785	2301540157
2301536784	2301537191	2301537725	2301538244	2301538757	2301539217	2301539789	2301540162
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2301536800	2301537204	2301537736	2301538282	2301538789	2301539276	2301539813	2301540208
2301536808	2301537226	2301537747	2301538303	2301538800	2301539280	2301539826	2301540213
2301536824	2301537245	2301537766	2301538304	2301538802	2301539286	2301539828	2301540220
2301536829	2301537255	2301537773	2301538311	2301538805	2301539318	2301539844	2301540221
2301536830	2301537260	2301537774	2301538312	2301538811	2301539329	2301539886	2301540222

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2301540232	2301540614	2301540950	2301541341	2301541718	2301542081	2301542514	2301542922
2301540235	2301540616	2301540951	2301541342	2301541723	2301542096	2301542544	2301542923
2301540239	2301540618	2301540958	2301541347	2301541725	2301542100	2301542546	2301542925
2301540240	2301540619	2301540964	2301541351	2301541726	2301542102	2301542557	2301542926
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2301540250	2301540627	2301540980	2301541358	2301541738	2301542119	2301542561	2301542928
2301540251	2301540628	2301540987	2301541363	2301541744	2301542133	2301542563	2301542929
2301540253	2301540634	2301540988	2301541382	2301541755	2301542135	2301542576	2301542938
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2301540357	2301540741	2301541120	2301541521	2301541905	2301542221	2301542710	2301543071
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2301540364	2301540758	2301541148	2301541531	2301541941	2301542241	2301542726	2301543121
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2301540428	2301540823	2301541212	2301541566	2301541965	2301542297	2301542780	2301543190
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2301540484	2301540842	2301541215	2301541586	2301541986	2301542347	2301542818	2301543198
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2301540532	2301540883	2301541254	2301541677	2301542010	2301542446	2301542893	2301543315
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2301540541	2301540897	2301541283	2301541679	2301542023	2301542465	2301542909	2301543317
2301540545	2301540898	2301541291	2301541687	2301542034	2301542475	2301542910	2301543335
2301540546	2301540901	2301541311	2301541707	2301542035	2301542499	2301542911	2301543348
2301540566	2301540902	2301541331	2301541709	2301542053	2301542508	2301542912	2301543351
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2301543572	2301543997	2301544405	2301544815	2301545153	2301545544	2301545892	2301546399
2301543576	2301544001	2301544408	2301544817	2301545165	2301545545	2301545903	2301546410
2301543577	2301544011	2301544412	2301544819	2301545172	2301545565	2301545908	2301546418
2301543578	2301544016	2301544414	2301544822	2301545173	2301545577	2301545909	2301546423
2301543591	2301544017	2301544419	2301544824	2301545188	2301545580	2301545922	2301546424
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2301543611	2301544032	2301544433	2301544838	2301545192	2301545582	2301545942	2301546436
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2301543725	2301544080	2301544532	2301544914	2301545297	2301545655	2301546026	2301546497
2301543741	2301544098	2301544535	2301544917	2301545303	2301545677	2301546045	2301546505
2301543753	2301544134	2301544548	2301544919	2301545304	2301545680	2301546055	2301546513
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2301543764	2301544153	2301544564	2301544947	2301545315	2301545688	2301546067	2301546540
2301543765	2301544155	2301544565	2301544948	2301545316	2301545689	2301546076	2301546547
2301543771	2301544164	2301544566	2301544967	2301545328	2301545709	2301546077	2301546555
2301543778	2301544170	2301544567	2301544976	2301545329	2301545711	2301546083	2301546557
2301543780	2301544173	2301544571	2301544983	2301545330	2301545713	2301546089	2301546558
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2301543809	2301544210	2301544573	2301544990	2301545332	2301545722	2301546098	2301546579
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2301543812	2301544212	2301544575	2301544995	2301545358	2301545729	2301546163	2301546586
2301543813	2301544217	2301544576	2301544997	2301545361	2301545732	2301546188	2301546589
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2301543821	2301544226	2301544582	2301545013	2301545380	2301545749	2301546200	2301546630
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2301546652	2301547040	2301547456	2301547802	2301548302	2301548728	2301549051	2301549442
2301546653	2301547041	2301547457	2301547810	2301548303	2301548729	2301549054	2301549447
2301546663	2301547042	2301547466	2301547811	2301548304	2301548730	2301549055	2301549454
2301546673	2301547045	2301547490	2301547817	2301548323	2301548739	2301549066	2301549455
2301546679	2301547050	2301547491	2301547846	2301548333	2301548740	2301549069	2301549466
2301546680	2301547055	2301547499	2301547847	2301548339	2301548741	2301549074	2301549482
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2301546704	2301547060	2301547503	2301547869	2301548350	2301548761	2301549093	2301549486
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2301546853	2301547255	2301547662	2301548096	2301548530	2301548940	2301549260	2301549706
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2301546878	2301547279	2301547687	2301548140	2301548572	2301548969	2301549315	2301549733
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2301546896	2301547307	2301547693	2301548156	2301548582	2301548989	2301549326	2301549738
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2301546992	2301547361	2301547750	2301548238	2301548667	2301549033	2301549379	2301549812
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2301547003	2301547408	2301547787	2301548243	2301548708	2301549038	2301549418	2301549825
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2301549847	2301550217	2301550610	2301551027	2301551434	2301551838	2301552116	2301552547
2301549852	2301550224	2301550624	2301551028	2301551436	2301551839	2301552117	2301552565
2301549854	2301550226	2301550629	2301551032	2301551446	2301551840	2301552121	2301552569
2301549855	2301550236	2301550632	2301551040	2301551448	2301551846	2301552123	2301552570
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2301549865	2301550246	2301550644	2301551044	2301551476	2301551867	2301552160	2301552587
2301549872	2301550248	2301550656	2301551046	2301551477	2301551872	2301552161	2301552588
2301549873	2301550253	2301550657	2301551050	2301551485	2301551875	2301552169	2301552589
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2301549967	2301550321	2301550733	2301551073	2301551556	2301551897	2301552248	2301552631
2301549968	2301550323	2301550759	2301551103	2301551564	2301551899	2301552260	2301552648
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2301550033	2301550449	2301550834	2301551217	2301551658	2301551967	2301552355	2301552813
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2301550093	2301550495	2301550882	2301551330	2301551683	2301552025	2301552377	2301552870
2301550096	2301550507	2301550900	2301551333	2301551684	2301552040	2301552416	2301552874
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2301550137	2301550547	2301550955	2301551360	2301551744	2301552070	2301552446	2301552915
2301550138	2301550549	2301550960	2301551367	2301551749	2301552075	2301552452	2301552927
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2301550155	2301550565	2301550963	2301551369	2301551760	2301552082	2301552464	2301552974
2301550157	2301550575	2301550964	2301551372	2301551767	2301552083	2301552497	2301552976
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2301550165	2301550585	2301550991	2301551378	2301551777	2301552088	2301552510	2301552983
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2301553055	2301553428	2301553874	2301554201	2301554668	2301554986	2301555385	2301555762
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2301553134	2301553590	2301553949	2301554285	2301554727	2301555057	2301555432	2301555880
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2301553165	2301553644	2301553965	2301554346	2301554784	2301555096	2301555478	2301555906
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2301553252	2301553733	2301554049	2301554485	2301554876	2301555252	2301555580	2301556019
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2301553354	2301553786	2301554157	2301554580	2301554941	2301555318	2301555663	2301556086
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2301556107	2301556490	2301556893	2301557161	2301557572	2301557909	2301558221	2301560235
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2301556130	2301556500	2301556912	2301557169	2301557589	2301557920	2301558230	2301560258
2301556141	2301556501	2301556914	2301557170	2301557592	2301557921	2301558239	2301560269
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2301556162	2301556515	2301556930	2301557204	2301557626	2301557934	2301558258	2301560287
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2301556354	2301556705	2301557027	2301557372	2301557742	2301558073	2301558387	2301560493
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2301560790	2301561339	2301561836	2301562262	2301562787	2301563216	2301563700	2301564120
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2301561206	2301561702	2301562170	2301562701	2301563143	2301563615	2301564055	2301564568
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2301564669	2301565309	2301566036	2301566657	2301567282	2301567968	2301568700	2301569169
2301564703	2301565314	2301566040	2301566662	2301567289	2301567970	2301568725	2301569171
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2301564721	2301565333	2301566043	2301566678	2301567310	2301567985	2301568731	2301569174
2301564725	2301565343	2301566045	2301566679	2301567318	2301567988	2301568750	2301569180
2301564733	2301565370	2301566046	2301566701	2301567352	2301567993	2301568789	2301569182
2301564748	2301565407	2301566047	2301566742	2301567353	2301568004	2301568794	2301569187
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2301564834	2301565453	2301566095	2301566782	2301567440	2301568049	2301568819	2301569252
2301564860	2301565460	2301566127	2301566797	2301567441	2301568050	2301568820	2301569253
2301564864	2301565471	2301566154	2301566823	2301567451	2301568058	2301568836	2301569267
2301564885	2301565502	2301566155	2301566834	2301567460	2301568063	2301568839	2301569268
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2301564887	2301565511	2301566194	2301566853	2301567464	2301568101	2301568868	2301569290
2301564890	2301565517	2301566201	2301566868	2301567478	2301568121	2301568877	2301569291
2301564893	2301565527	2301566224	2301566871	2301567479	2301568123	2301568878	2301569292
2301564895	2301565529	2301566228	2301566880	2301567482	2301568133	2301568879	2301569293
2301564896	2301565530	2301566235	2301566904	2301567485	2301568147	2301568880	2301569296
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2301565123	2301565741	2301566441	2301567101	2301567686	2301568329	2301569037	2301569424
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2301569568	2301570026	2301570496	2301570903	2301571423	2301571918	2301572331	2301572768
2301569575	2301570030	2301570517	2301570904	2301571424	2301571919	2301572332	2301572770
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2301569587	2301570056	2301570523	2301570927	2301571459	2301571929	2301572354	2301572789
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2301569604	2301570094	2301570535	2301570946	2301571476	2301571945	2301572379	2301572806
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2301569817	2301570303	2301570707	2301571154	2301571744	2301572139	2301572549	2301572956
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2301569986	2301570451	2301570879	2301571367	2301571868	2301572293	2301572734	2301573165
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2301576448	2301576876	2301577275	2301577584	2301577998	2301578452	2301578857	2301579242
2301576450	2301576891	2301577276	2301577585	2301578002	2301578453	2301578868	2301579246
2301576457	2301576900	2301577284	2301577586	2301578003	2301578454	2301578872	2301579251
2301576467	2301576909	2301577286	2301577592	2301578005	2301578460	2301578873	2301579253
2301576476	2301576910	2301577287	2301577600	2301578007	2301578471	2301578874	2301579269
2301576479	2301576914	2301577288	2301577601	2301578020	2301578473	2301578875	2301579270
2301576484	2301576918	2301577305	2301577611	2301578025	2301578485	2301578877	2301579276
2301576492	2301576919	2301577307	2301577615	2301578026	2301578486	2301578894	2301579291
2301576497	2301576932	2301577317	2301577617	2301578027	2301578496	2301578897	2301579295
2301576507	2301576938	2301577318	2301577635	2301578029	2301578516	2301578903	2301579302
2301576510	2301576942	2301577319	2301577639	2301578030	2301578529	2301578904	2301579309
2301576511	2301576953	2301577320	2301577641	2301578038	2301578530	2301578908	2301579342
2301576512	2301576954	2301577327	2301577642	2301578039	2301578544	2301578909	2301579345
2301576514	2301576966	2301577337	2301577652	2301578042	2301578549	2301578914	2301579367
2301576534	2301576968	2301577341	2301577671	2301578044	2301578561	2301578938	2301579398
2301576552	2301576975	2301577348	2301577683	2301578056	2301578562	2301578939	2301579400
2301576554	2301576976	2301577349	2301577706	2301578057	2301578563	2301578952	2301579401
2301576558	2301576980	2301577357	2301577710	2301578065	2301578582	2301578954	2301579410
2301576569	2301576981	2301577363	2301577717	2301578072	2301578589	2301578959	2301579413
2301576572	2301576982	2301577366	2301577719	2301578082	2301578601	2301578967	2301579420
2301576574	2301576993	2301577367	2301577720	2301578083	2301578606	2301578974	2301579423
2301576583	2301576995	2301577369	2301577731	2301578084	2301578617	2301578978	2301579442
2301576584	2301576996	2301577379	2301577745	2301578085	2301578618	2301578988	2301579443
2301576591	2301576997	2301577384	2301577751	2301578086	2301578622	2301578997	2301579445
2301576610	2301577018	2301577388	2301577756	2301578108	2301578623	2301579002	2301579455
2301576628	2301577021	2301577398	2301577757	2301578123	2301578626	2301579005	2301579460
2301576636	2301577031	2301577400	2301577771	2301578124	2301578635	2301579006	2301579461
2301576637	2301577034	2301577405	2301577798	2301578126	2301578641	2301579009	2301579472
2301576641	2301577065	2301577413	2301577800	2301578128	2301578650	2301579012	2301579485
2301576648	2301577066	2301577414	2301577801	2301578138	2301578652	2301579013	2301579486
2301576650	2301577076	2301577419	2301577808	2301578142	2301578657	2301579014	2301579487
2301576652	2301577083	2301577420	2301577815	2301578162	2301578667	2301579025	2301579498
2301576657	2301577086	2301577433	2301577818	2301578182	2301578668	2301579034	2301579508
2301576658	2301577087	2301577439	2301577824	2301578184	2301578669	2301579035	2301579513
2301576668	2301577088	2301577441	2301577825	2301578194	2301578673	2301579046	2301579514
2301576674	2301577091	2301577443	2301577829	2301578198	2301578675	2301579047	2301579515
2301576676	2301577097	2301577444	2301577834	2301578201	2301578687	2301579055	2301579517
2301576677	2301577098	2301577446	2301577838	2301578207	2301578710	2301579060	2301579520
2301576678	2301577099	2301577454	2301577852	2301578208	2301578711	2301579061	2301579532
2301576679	2301577109	2301577458	2301577872	2301578219	2301578712	2301579065	2301579547
2301576681	2301577113	2301577467	2301577874	2301578221	2301578715	2301579076	2301579571
2301576683	2301577114	2301577468	2301577881	2301578252	2301578730	2301579082	2301579576
2301576684	2301577116	2301577475	2301577888	2301578262	2301578731	2301579088	2301579580
2301576688	2301577118	2301577476	2301577889	2301578264	2301578732	2301579097	2301579584
2301576691	2301577119	2301577482	2301577890	2301578271	2301578733	2301579099	2301579600
2301576693	2301577129	2301577483	2301577891	2301578272	2301578735	2301579114	2301579601
2301576723	2301577139	2301577488	2301577900	2301578291	2301578737	2301579115	2301579630
2301576732	2301577143	2301577492	2301577914	2301578336	2301578768	2301579119	2301579633
2301576735	2301577166	2301577493	2301577927	2301578348	2301578770	2301579125	2301579639
2301576736	2301577170	2301577494	2301577928	2301578349	2301578790	2301579141	2301579643
2301576751	2301577202	2301577500	2301577935	2301578368	2301578796	2301579142	2301579651
2301576754	2301577208	2301577506	2301577943	2301578369	2301578803	2301579145	2301579652
2301576755	2301577213	2301577509	2301577945	2301578373	2301578804	2301579150	2301579653
2301576766	2301577216	2301577527	2301577946	2301578391	2301578806	2301579159	2301579654
2301576810	2301577237	2301577553	2301577957	2301578392	2301578826	2301579161	2301579657
2301576831	2301577244	2301577563	2301577965	2301578395	2301578834	2301579187	2301579663
2301576839	2301577250	2301577564	2301577973	2301578404	2301578845	2301579192	2301579668
2301576844	2301577256	2301577565	2301577977	2301578412	2301578846	2301579221	2301579674
2301576852	2301577259	2301577566	2301577983	2301578426	2301578848	2301579222	2301579675
2301576862	2301577266	2301577567	2301577985	2301578442	2301578850	2301579223	2301579678
2301576863	2301577268	2301577578	2301577989	2301578446	2301578854	2301579232	2301579685
2301576875	2301577270	2301577579	2301577991	2301578447	2301578856	2301579237	2301579692

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2301579693	2301580187	2301580616	2301581016	2301581395	2301581862	2301582209	2301582610
2301579694	2301580189	2301580620	2301581017	2301581397	2301581868	2301582211	2301582611
2301579698	2301580191	2301580629	2301581027	2301581403	2301581869	2301582233	2301582612
2301579701	2301580219	2301580637	2301581028	2301581405	2301581882	2301582241	2301582613
2301579704	2301580226	2301580638	2301581031	2301581406	2301581890	2301582254	2301582621
2301579712	2301580253	2301580639	2301581034	2301581407	2301581891	2301582255	2301582629
2301579729	2301580254	2301580672	2301581035	2301581409	2301581893	2301582256	2301582639
2301579737	2301580268	2301580674	2301581036	2301581410	2301581900	2301582261	2301582647
2301579738	2301580273	2301580676	2301581040	2301581413	2301581901	2301582263	2301582654
2301579741	2301580276	2301580679	2301581046	2301581414	2301581907	2301582273	2301582656
2301579749	2301580289	2301580680	2301581050	2301581416	2301581910	2301582282	2301582658
2301579767	2301580300	2301580681	2301581052	2301581420	2301581912	2301582290	2301582663
2301579772	2301580304	2301580685	2301581053	2301581430	2301581913	2301582301	2301582670
2301579781	2301580305	2301580689	2301581062	2301581448	2301581919	2301582304	2301582676
2301579805	2301580323	2301580692	2301581074	2301581459	2301581923	2301582305	2301582678
2301579825	2301580332	2301580703	2301581075	2301581472	2301581925	2301582306	2301582685
2301579853	2301580333	2301580708	2301581079	2301581475	2301581929	2301582307	2301582686
2301579866	2301580342	2301580717	2301581081	2301581485	2301581940	2301582315	2301582692
2301579870	2301580343	2301580733	2301581088	2301581531	2301581941	2301582330	2301582693
2301579880	2301580346	2301580740	2301581089	2301581540	2301581943	2301582333	2301582722
2301579896	2301580355	2301580745	2301581092	2301581547	2301581951	2301582341	2301582746
2301579898	2301580360	2301580756	2301581101	2301581549	2301581957	2301582343	2301582753
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2301579943	2301580426	2301580798	2301581136	2301581617	2301582030	2301582415	2301582790
2301579959	2301580428	2301580803	2301581145	2301581618	2301582043	2301582423	2301582808
2301579964	2301580440	2301580804	2301581166	2301581619	2301582047	2301582425	2301582814
2301579969	2301580441	2301580809	2301581178	2301581646	2301582055	2301582457	2301582815
2301579970	2301580446	2301580816	2301581192	2301581651	2301582058	2301582463	2301582825
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2301579994	2301580478	2301580844	2301581210	2301581667	2301582093	2301582481	2301582837
2301579996	2301580493	2301580845	2301581211	2301581672	2301582103	2301582485	2301582844
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2301580029	2301580511	2301580856	2301581223	2301581693	2301582109	2301582493	2301582865
2301580031	2301580519	2301580866	2301581229	2301581712	2301582114	2301582506	2301582870
2301580032	2301580525	2301580873	2301581244	2301581713	2301582116	2301582538	2301582871
2301580035	2301580527	2301580874	2301581249	2301581724	2301582118	2301582540	2301582876
2301580038	2301580532	2301580875	2301581255	2301581725	2301582121	2301582542	2301582882
2301580044	2301580539	2301580887	2301581284	2301581728	2301582133	2301582546	2301582892
2301580058	2301580542	2301580889	2301581285	2301581741	2301582141	2301582547	2301582894
2301580069	2301580547	2301580915	2301581294	2301581753	2301582143	2301582548	2301582895
2301580076	2301580550	2301580917	2301581297	2301581757	2301582149	2301582551	2301582919
2301580083	2301580551	2301580927	2301581313	2301581762	2301582152	2301582560	2301582929
2301580090	2301580564	2301580941	2301581315	2301581772	2301582170	2301582561	2301582930
2301580091	2301580573	2301580942	2301581330	2301581776	2301582172	2301582565	2301582981
2301580113	2301580575	2301580945	2301581331	2301581778	2301582182	2301582574	2301582982
2301580117	2301580577	2301580952	2301581342	2301581779	2301582183	2301582589	2301582995
2301580126	2301580578	2301580964	2301581343	2301581785	2301582190	2301582590	2301583014
2301580133	2301580584	2301580966	2301581355	2301581786	2301582191	2301582593	2301583015
2301580135	2301580599	2301580978	2301581373	2301581788	2301582192	2301582595	2301583029
2301580139	2301580600	2301581004	2301581375	2301581823	2301582199	2301582600	2301583031
2301580152	2301580608	2301581005	2301581376	2301581851	2301582202	2301582603	2301583036
2301580171	2301580611	2301581006	2301581387	2301581859	2301582205	2301582606	2301583039
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2301583046	2301583458	2301583807	2301584240	2301584561	2301585031	2301585445	2301585867
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2301583058	2301583470	2301583827	2301584246	2301584565	2301585033	2301585464	2301585878
2301583062	2301583471	2301583828	2301584250	2301584570	2301585042	2301585472	2301585880
2301583076	2301583474	2301583830	2301584252	2301584581	2301585052	2301585480	2301585884
2301583081	2301583475	2301583844	2301584254	2301584590	2301585055	2301585485	2301585895
2301583084	2301583476	2301583849	2301584255	2301584623	2301585066	2301585487	2301585898
2301583095	2301583477	2301583850	2301584256	2301584625	2301585082	2301585488	2301585900
2301583099	2301583485	2301583856	2301584259	2301584631	2301585105	2301585490	2301585915
2301583123	2301583489	2301583859	2301584262	2301584632	2301585126	2301585502	2301585927
2301583126	2301583512	2301583860	2301584263	2301584636	2301585131	2301585505	2301585953
2301583128	2301583523	2301583877	2301584265	2301584640	2301585140	2301585523	2301585954
2301583132	2301583528	2301583879	2301584266	2301584654	2301585151	2301585526	2301585965
2301583139	2301583538	2301583895	2301584267	2301584657	2301585152	2301585534	2301585966
2301583141	2301583542	2301583897	2301584276	2301584669	2301585153	2301585537	2301585977
2301583150	2301583543	2301583898	2301584283	2301584670	2301585158	2301585545	2301585978
2301583153	2301583544	2301583923	2301584285	2301584676	2301585160	2301585547	2301585983
2301583155	2301583545	2301583924	2301584289	2301584695	2301585163	2301585560	2301585986
2301583164	2301583558	2301583925	2301584291	2301584696	2301585164	2301585562	2301585987
2301583165	2301583575	2301583926	2301584302	2301584697	2301585166	2301585578	2301585988
2301583168	2301583594	2301583929	2301584306	2301584699	2301585174	2301585580	2301585989
2301583186	2301583615	2301583943	2301584319	2301584704	2301585179	2301585582	2301585990
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2301583267	2301583638	2301584006	2301584351	2301584754	2301585237	2301585615	2301586050
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2301583278	2301583647	2301584027	2301584357	2301584759	2301585251	2301585623	2301586057
2301583300	2301583652	2301584038	2301584363	2301584760	2301585254	2301585624	2301586065
2301583302	2301583654	2301584040	2301584365	2301584768	2301585255	2301585625	2301586068
2301583305	2301583662	2301584042	2301584367	2301584784	2301585261	2301585631	2301586069
2301583307	2301583674	2301584050	2301584370	2301584788	2301585271	2301585635	2301586073
2301583308	2301583678	2301584061	2301584373	2301584789	2301585274	2301585647	2301586074
2301583312	2301583681	2301584064	2301584376	2301584812	2301585294	2301585656	2301586083
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2301583321	2301583692	2301584076	2301584397	2301584814	2301585313	2301585687	2301586088
2301583322	2301583700	2301584086	2301584404	2301584829	2301585321	2301585728	2301586095
2301583339	2301583703	2301584089	2301584407	2301584836	2301585322	2301585736	2301586098
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2301583414	2301583794	2301584197	2301584535	2301585011	2301585417	2301585842	2301586214
2301583427	2301583795	2301584212	2301584538	2301585012	2301585418	2301585847	2301586227
2301583428	2301583796	2301584217	2301584539	2301585013	2301585420	2301585848	2301586237
2301583439	2301583799	2301584224	2301584549	2301585014	2301585427	2301585852	2301586238
2301583455	2301583804	2301584232	2301584556	2301585015	2301585431	2301585853	2301586240
2301583456	2301583805	2301584238	2301584559	2301585018	2301585444	2301585864	2301586245

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2301586247	2301586646	2301587106	2301587336	2301587779	2301588142	2301588420	2301588802
2301586252	2301586647	2301587118	2301587345	2301587781	2301588154	2301588426	2301588806
2301586263	2301586655	2301587127	2301587356	2301587786	2301588164	2301588428	2301588840
2301586265	2301586663	2301587131	2301587357	2301587787	2301588165	2301588437	2301588851
2301586270	2301586672	2301587133	2301587358	2301587793	2301588169	2301588438	2301588853
2301586273	2301586689	2301587136	2301587362	2301587794	2301588170	2301588455	2301588860
2301586274	2301586703	2301587140	2301587366	2301587805	2301588171	2301588464	2301588862
2301586275	2301586706	2301587141	2301587379	2301587806	2301588172	2301588474	2301588863
2301586276	2301586716	2301587142	2301587394	2301587810	2301588176	2301588488	2301588866
2301586277	2301586722	2301587156	2301587395	2301587821	2301588177	2301588498	2301588868
2301586280	2301586728	2301587159	2301587400	2301587822	2301588179	2301588507	2301588876
2301586293	2301586729	2301587164	2301587410	2301587824	2301588183	2301588514	2301588877
2301586299	2301586730	2301587165	2301587415	2301587825	2301588184	2301588515	2301588880
2301586300	2301586743	2301587167	2301587419	2301587826	2301588194	2301588518	2301588887
2301586310	2301586746	2301587170	2301587440	2301587830	2301588197	2301588521	2301588893
2301586322	2301586753	2301587174	2301587476	2301587842	2301588209	2301588527	2301588894
2301586323	2301586754	2301587177	2301587480	2301587849	2301588211	2301588542	2301588895
2301586336	2301586760	2301587178	2301587481	2301587850	2301588213	2301588545	2301588902
2301586338	2301586761	2301587181	2301587483	2301587851	2301588216	2301588556	2301588924
2301586345	2301586762	2301587183	2301587493	2301587859	2301588233	2301588561	2301588937
2301586352	2301586764	2301587184	2301587494	2301587866	2301588234	2301588563	2301588949
2301586364	2301586767	2301587186	2301587500	2301587871	2301588235	2301588565	2301588959
2301586371	2301586768	2301587187	2301587505	2301587888	2301588272	2301588566	2301588963
2301586386	2301586773	2301587189	2301587506	2301587898	2301588273	2301588572	2301588967
2301586389	2301586778	2301587190	2301587507	2301587902	2301588276	2301588574	2301588970
2301586393	2301586790	2301587191	2301587508	2301587907	2301588285	2301588576	2301588972
2301586396	2301586799	2301587197	2301587509	2301587909	2301588286	2301588583	2301588974
2301586404	2301586801	2301587199	2301587519	2301587916	2301588298	2301588586	2301588981
2301586407	2301586805	2301587200	2301587521	2301587930	2301588299	2301588591	2301588985
2301586417	2301586816	2301587205	2301587522	2301587938	2301588301	2301588597	2301588987
2301586421	2301586817	2301587207	2301587529	2301587943	2301588314	2301588603	2301588999
2301586422	2301586832	2301587208	2301587530	2301587946	2301588317	2301588627	2301589021
2301586429	2301586846	2301587214	2301587531	2301587949	2301588319	2301588630	2301589023
2301586433	2301586847	2301587219	2301587532	2301587951	2301588320	2301588632	2301589025
2301586437	2301586858	2301587220	2301587536	2301587954	2301588322	2301588651	2301589032
2301586445	2301586875	2301587252	2301587541	2301587958	2301588327	2301588652	2301589042
2301586448	2301586885	2301587254	2301587544	2301587961	2301588339	2301588655	2301589044
2301586451	2301586892	2301587259	2301587548	2301587964	2301588344	2301588661	2301589052
2301586455	2301586903	2301587260	2301587571	2301587965	2301588346	2301588680	2301589053
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2301586467	2301586914	2301587268	2301587580	2301587991	2301588356	2301588682	2301589073
2301586475	2301586926	2301587269	2301587589	2301587995	2301588357	2301588683	2301589078
2301586478	2301586928	2301587280	2301587594	2301587998	2301588359	2301588684	2301589079
2301586480	2301586936	2301587283	2301587609	2301588014	2301588360	2301588700	2301589087
2301586487	2301586937	2301587284	2301587610	2301588017	2301588361	2301588701	2301589096
2301586496	2301586942	2301587285	2301587614	2301588020	2301588362	2301588707	2301589097
2301586501	2301586964	2301587286	2301587625	2301588039	2301588364	2301588711	2301589122
2301586503	2301586992	2301587287	2301587638	2301588040	2301588366	2301588717	2301589123
2301586510	2301586996	2301587290	2301587642	2301588041	2301588367	2301588743	2301589124
2301586514	2301586997	2301587291	2301587643	2301588049	2301588368	2301588751	2301589126
2301586527	2301587008	2301587293	2301587650	2301588054	2301588371	2301588752	2301589146
2301586538	2301587010	2301587295	2301587657	2301588058	2301588372	2301588754	2301589149
2301586543	2301587016	2301587296	2301587675	2301588071	2301588374	2301588764	2301589183
2301586545	2301587027	2301587316	2301587683	2301588079	2301588380	2301588765	2301589184
2301586549	2301587054	2301587317	2301587684	2301588103	2301588381	2301588766	2301589194
2301586569	2301587081	2301587321	2301587690	2301588104	2301588382	2301588768	2301589195
2301586588	2301587082	2301587322	2301587717	2301588111	2301588383	2301588771	2301589197
2301586626	2301587083	2301587326	2301587718	2301588124	2301588396	2301588788	2301589199
2301586634	2301587084	2301587329	2301587723	2301588125	2301588398	2301588789	2301589208
2301586637	2301587100	2301587330	2301587739	2301588127	2301588401	2301588793	2301589217
2301586642	2301587104	2301587331	2301587771	2301588133	2301588402	2301588797	2301589219
2301586644	2301587105	2301587332	2301587774	2301588141	2301588404	2301588799	2301589222

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2301589241	2301589553	2301589946	2301590233	2301590625	2301590954	2301591410	2301591801
2301589243	2301589561	2301589950	2301590238	2301590639	2301590958	2301591414	2301591802
2301589252	2301589570	2301589957	2301590240	2301590644	2301590966	2301591421	2301591808
2301589253	2301589574	2301589958	2301590248	2301590654	2301590967	2301591430	2301591819
2301589256	2301589575	2301589978	2301590259	2301590674	2301591005	2301591439	2301591824
2301589258	2301589576	2301589985	2301590260	2301590683	2301591019	2301591455	2301591827
2301589272	2301589577	2301589987	2301590272	2301590685	2301591020	2301591456	2301591838
2301589275	2301589582	2301589999	2301590273	2301590691	2301591033	2301591457	2301591839
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2301589307	2301589620	2301590042	2301590312	2301590715	2301591074	2301591500	2301591890
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2301589338	2301589643	2301590068	2301590346	2301590734	2301591111	2301591522	2301591901
2301589346	2301589651	2301590069	2301590348	2301590736	2301591113	2301591523	2301591902
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2301589377	2301589659	2301590074	2301590374	2301590738	2301591132	2301591531	2301591941
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2301589391	2301589673	2301590077	2301590399	2301590748	2301591135	2301591537	2301591943
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2301589435	2301589720	2301590115	2301590467	2301590777	2301591218	2301591602	2301591987
2301589448	2301589723	2301590126	2301590477	2301590781	2301591224	2301591603	2301591995
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2301589496	2301589826	2301590158	2301590525	2301590844	2301591316	2301591665	2301592079
2301589498	2301589827	2301590162	2301590526	2301590849	2301591327	2301591675	2301592082
2301589499	2301589828	2301590168	2301590534	2301590851	2301591328	2301591678	2301592096
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2301589513	2301589854	2301590183	2301590542	2301590867	2301591341	2301591716	2301592149
2301589515	2301589859	2301590185	2301590559	2301590881	2301591353	2301591719	2301592154
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2301589525	2301589897	2301590192	2301590595	2301590906	2301591370	2301591726	2301592169
2301589528	2301589898	2301590198	2301590596	2301590919	2301591371	2301591735	2301592174
2301589536	2301589915	2301590199	2301590606	2301590934	2301591375	2301591747	2301592176
2301589537	2301589924	2301590200	2301590608	2301590935	2301591382	2301591750	2301592185
2301589547	2301589933	2301590201	2301590610	2301590939	2301591395	2301591764	2301592186
2301589548	2301589936	2301590223	2301590613	2301590941	2301591396	2301591766	2301592190
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2301592234	2301592597	2301593060	2301593392	2301593829	2301594165	2301594512	2301594945
2301592256	2301592598	2301593061	2301593400	2301593831	2301594166	2301594518	2301594948
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2301592271	2301592600	2301593068	2301593424	2301593834	2301594185	2301594524	2301594961
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2301592296	2301592603	2301593090	2301593427	2301593837	2301594192	2301594535	2301594971
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2301592309	2301592634	2301593109	2301593477	2301593863	2301594209	2301594555	2301594978
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2301592318	2301592671	2301593149	2301593519	2301593881	2301594235	2301594609	2301595019
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2301592550	2301592972	2301593283	2301593722	2301594080	2301594420	2301594858	2301595212
2301592553	2301592974	2301593287	2301593734	2301594081	2301594424	2301594864	2301595224
2301592556	2301592980	2301593288	2301593738	2301594082	2301594435	2301594865	2301595229
2301592557	2301592987	2301593293	2301593742	2301594083	2301594444	2301594866	2301595244
2301592558	2301593001	2301593295	2301593744	2301594086	2301594445	2301594871	2301595250
2301592562	2301593012	2301593322	2301593750	2301594088	2301594447	2301594872	2301595262
2301592563	2301593013	2301593328	2301593753	2301594090	2301594450	2301594875	2301595271
2301592567	2301593015	2301593341	2301593757	2301594091	2301594451	2301594884	2301595272
2301592568	2301593016	2301593343	2301593765	2301594092	2301594454	2301594890	2301595288
2301592569	2301593027	2301593353	2301593768	2301594093	2301594455	2301594899	2301595290
2301592570	2301593030	2301593370	2301593779	2301594103	2301594468	2301594904	2301595299
2301592573	2301593033	2301593384	2301593790	2301594104	2301594472	2301594914	2301595300
2301592576	2301593041	2301593385	2301593813	2301594106	2301594477	2301594921	2301595304

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2301595311	2301595667	2301596127	2301596549	2301596888	2301597188	2301597508	2301597928
2301595324	2301595668	2301596129	2301596564	2301596889	2301597193	2301597520	2301597932
2301595352	2301595669	2301596130	2301596568	2301596894	2301597195	2301597524	2301597933
2301595353	2301595711	2301596150	2301596570	2301596895	2301597199	2301597538	2301597940
2301595378	2301595726	2301596152	2301596572	2301596905	2301597202	2301597542	2301597942
2301595379	2301595730	2301596159	2301596576	2301596911	2301597204	2301597555	2301597949
2301595382	2301595744	2301596206	2301596581	2301596918	2301597207	2301597563	2301597950
2301595384	2301595745	2301596207	2301596592	2301596939	2301597210	2301597583	2301597951
2301595388	2301595751	2301596220	2301596593	2301596940	2301597212	2301597586	2301597963
2301595391	2301595762	2301596225	2301596612	2301596948	2301597213	2301597598	2301597979
2301595403	2301595763	2301596229	2301596613	2301596952	2301597214	2301597614	2301597983
2301595411	2301595772	2301596232	2301596615	2301596954	2301597215	2301597632	2301598004
2301595424	2301595773	2301596236	2301596621	2301596962	2301597217	2301597635	2301598007
2301595425	2301595777	2301596240	2301596622	2301596963	2301597221	2301597642	2301598008
2301595426	2301595780	2301596243	2301596635	2301596968	2301597223	2301597643	2301598009
2301595431	2301595785	2301596245	2301596640	2301596979	2301597227	2301597647	2301598012
2301595435	2301595788	2301596259	2301596650	2301596984	2301597265	2301597660	2301598017
2301595444	2301595796	2301596271	2301596652	2301596985	2301597266	2301597667	2301598018
2301595445	2301595804	2301596274	2301596656	2301596986	2301597267	2301597669	2301598026
2301595447	2301595826	2301596289	2301596657	2301596996	2301597268	2301597670	2301598027
2301595448	2301595841	2301596298	2301596658	2301597000	2301597293	2301597676	2301598035
2301595451	2301595861	2301596312	2301596666	2301597002	2301597294	2301597677	2301598036
2301595452	2301595862	2301596335	2301596674	2301597008	2301597295	2301597679	2301598037
2301595454	2301595863	2301596339	2301596676	2301597009	2301597302	2301597689	2301598062
2301595456	2301595864	2301596347	2301596678	2301597010	2301597305	2301597698	2301598067
2301595459	2301595869	2301596350	2301596679	2301597016	2301597306	2301597703	2301598068
2301595465	2301595875	2301596353	2301596680	2301597022	2301597312	2301597707	2301598075
2301595473	2301595876	2301596362	2301596689	2301597026	2301597315	2301597709	2301598076
2301595474	2301595897	2301596368	2301596690	2301597040	2301597317	2301597710	2301598078
2301595491	2301595901	2301596376	2301596694	2301597042	2301597336	2301597714	2301598082
2301595492	2301595938	2301596393	2301596708	2301597055	2301597340	2301597721	2301598110
2301595501	2301595946	2301596394	2301596709	2301597066	2301597341	2301597736	2301598112
2301595502	2301595950	2301596395	2301596728	2301597076	2301597342	2301597739	2301598118
2301595513	2301595958	2301596397	2301596739	2301597077	2301597351	2301597740	2301598131
2301595523	2301595961	2301596406	2301596747	2301597084	2301597365	2301597746	2301598132
2301595524	2301595963	2301596407	2301596748	2301597085	2301597366	2301597747	2301598133
2301595537	2301595968	2301596413	2301596753	2301597091	2301597374	2301597748	2301598134
2301595539	2301595985	2301596428	2301596755	2301597095	2301597378	2301597755	2301598135
2301595541	2301595990	2301596433	2301596759	2301597105	2301597392	2301597756	2301598142
2301595542	2301595993	2301596435	2301596776	2301597107	2301597393	2301597771	2301598148
2301595548	2301596014	2301596437	2301596777	2301597111	2301597396	2301597772	2301598157
2301595566	2301596028	2301596441	2301596790	2301597114	2301597399	2301597795	2301598158
2301595568	2301596029	2301596442	2301596798	2301597119	2301597404	2301597797	2301598163
2301595569	2301596031	2301596446	2301596800	2301597120	2301597405	2301597803	2301598172
2301595574	2301596032	2301596455	2301596801	2301597121	2301597406	2301597806	2301598173
2301595588	2301596038	2301596461	2301596803	2301597132	2301597411	2301597809	2301598175
2301595591	2301596040	2301596469	2301596805	2301597134	2301597414	2301597812	2301598180
2301595592	2301596053	2301596472	2301596806	2301597143	2301597417	2301597816	2301598181
2301595594	2301596055	2301596473	2301596809	2301597144	2301597421	2301597826	2301598182
2301595595	2301596061	2301596494	2301596814	2301597145	2301597422	2301597827	2301598184
2301595604	2301596065	2301596495	2301596815	2301597146	2301597428	2301597830	2301598185
2301595607	2301596075	2301596504	2301596818	2301597157	2301597451	2301597840	2301598186
2301595612	2301596077	2301596506	2301596827	2301597159	2301597457	2301597843	2301598192
2301595615	2301596081	2301596507	2301596833	2301597161	2301597460	2301597844	2301598193
2301595619	2301596082	2301596509	2301596846	2301597163	2301597465	2301597846	2301598200
2301595631	2301596085	2301596512	2301596858	2301597169	2301597466	2301597857	2301598201
2301595640	2301596087	2301596515	2301596859	2301597170	2301597467	2301597876	2301598203
2301595644	2301596106	2301596517	2301596868	2301597171	2301597473	2301597878	2301598204
2301595645	2301596120	2301596528	2301596873	2301597172	2301597474	2301597888	2301598209
2301595660	2301596121	2301596539	2301596874	2301597177	2301597481	2301597890	2301598210
2301595661	2301596122	2301596543	2301596877	2301597185	2301597489	2301597917	2301598218
2301595666	2301596123	2301596547	2301596886	2301597186	2301597500	2301597920	2301598229

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2301598230	2301598544	2301598917	2301599335	2301599649	2301599953	2301600297	2301600665
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2301598254	2301598557	2301598925	2301599347	2301599660	2301599963	2301600313	2301600668
2301598262	2301598558	2301598926	2301599351	2301599663	2301599998	2301600314	2301600678
2301598268	2301598568	2301598927	2301599353	2301599664	2301600000	2301600315	2301600683
2301598273	2301598573	2301598946	2301599356	2301599665	2301600009	2301600316	2301600705
2301598274	2301598574	2301598961	2301599363	2301599666	2301600010	2301600320	2301600706
2301598275	2301598575	2301598964	2301599364	2301599668	2301600015	2301600331	2301600713
2301598276	2301598589	2301598972	2301599374	2301599671	2301600016	2301600332	2301600719
2301598277	2301598593	2301598980	2301599375	2301599683	2301600017	2301600339	2301600726
2301598278	2301598594	2301598992	2301599381	2301599686	2301600018	2301600340	2301600727
2301598280	2301598605	2301598999	2301599384	2301599689	2301600019	2301600343	2301600743
2301598281	2301598607	2301599008	2301599387	2301599716	2301600020	2301600346	2301600757
2301598290	2301598608	2301599019	2301599389	2301599717	2301600025	2301600349	2301600764
2301598292	2301598610	2301599027	2301599391	2301599720	2301600051	2301600352	2301600765
2301598293	2301598612	2301599028	2301599392	2301599722	2301600055	2301600353	2301600767
2301598295	2301598635	2301599031	2301599396	2301599723	2301600062	2301600359	2301600770
2301598296	2301598662	2301599032	2301599401	2301599726	2301600075	2301600370	2301600774
2301598299	2301598673	2301599036	2301599410	2301599728	2301600082	2301600371	2301600787
2301598309	2301598676	2301599037	2301599411	2301599730	2301600084	2301600373	2301600789
2301598317	2301598678	2301599072	2301599438	2301599738	2301600091	2301600390	2301600792
2301598318	2301598683	2301599073	2301599439	2301599744	2301600104	2301600392	2301600798
2301598319	2301598685	2301599074	2301599448	2301599752	2301600107	2301600393	2301600799
2301598320	2301598690	2301599086	2301599451	2301599754	2301600108	2301600398	2301600805
2301598321	2301598697	2301599087	2301599453	2301599757	2301600111	2301600400	2301600808
2301598323	2301598701	2301599092	2301599458	2301599775	2301600116	2301600408	2301600815
2301598325	2301598702	2301599094	2301599462	2301599780	2301600120	2301600415	2301600816
2301598329	2301598705	2301599097	2301599468	2301599787	2301600125	2301600433	2301600820
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2301598334	2301598715	2301599102	2301599478	2301599795	2301600135	2301600440	2301600822
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2301598342	2301598717	2301599119	2301599498	2301599803	2301600146	2301600452	2301600838
2301598355	2301598719	2301599126	2301599499	2301599804	2301600147	2301600464	2301600857
2301598358	2301598720	2301599131	2301599501	2301599807	2301600152	2301600466	2301600859
2301598361	2301598730	2301599140	2301599505	2301599815	2301600158	2301600473	2301600860
2301598365	2301598735	2301599141	2301599506	2301599816	2301600159	2301600482	2301600868
2301598372	2301598736	2301599142	2301599512	2301599817	2301600160	2301600483	2301600870
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2301598395	2301598767	2301599154	2301599525	2301599822	2301600167	2301600496	2301600888
2301598397	2301598776	2301599164	2301599527	2301599823	2301600173	2301600504	2301600890
2301598398	2301598783	2301599203	2301599530	2301599837	2301600191	2301600514	2301600894
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2301598416	2301598804	2301599236	2301599537	2301599851	2301600217	2301600538	2301600913
2301598417	2301598805	2301599240	2301599559	2301599854	2301600222	2301600540	2301600933
2301598435	2301598817	2301599245	2301599579	2301599859	2301600232	2301600554	2301600938
2301598449	2301598843	2301599247	2301599585	2301599861	2301600241	2301600557	2301600948
2301598450	2301598850	2301599251	2301599598	2301599865	2301600242	2301600559	2301600950
2301598451	2301598852	2301599252	2301599600	2301599880	2301600245	2301600565	2301600951
2301598452	2301598871	2301599253	2301599601	2301599881	2301600256	2301600567	2301600952
2301598460	2301598874	2301599280	2301599604	2301599907	2301600259	2301600569	2301600953
2301598471	2301598877	2301599282	2301599616	2301599913	2301600266	2301600576	2301600955
2301598475	2301598878	2301599288	2301599618	2301599917	2301600267	2301600595	2301600966
2301598476	2301598893	2301599292	2301599621	2301599923	2301600268	2301600600	2301600967
2301598483	2301598896	2301599303	2301599622	2301599928	2301600273	2301600617	2301600968
2301598493	2301598901	2301599315	2301599623	2301599932	2301600275	2301600619	2301600969
2301598501	2301598902	2301599318	2301599624	2301599936	2301600276	2301600625	2301600974
2301598502	2301598905	2301599319	2301599634	2301599937	2301600279	2301600633	2301600982
2301598506	2301598911	2301599324	2301599642	2301599944	2301600287	2301600640	2301600986
2301598529	2301598912	2301599329	2301599646	2301599950	2301600294	2301600642	2301601002

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2301601009	2301601370	2301601713	2301602124	2301602449	2301602820	2301603093	2301603539
2301601026	2301601371	2301601725	2301602125	2301602451	2301602826	2301603103	2301603541
2301601027	2301601372	2301601735	2301602136	2301602460	2301602830	2301603110	2301603545
2301601059	2301601374	2301601736	2301602144	2301602462	2301602831	2301603111	2301603561
2301601063	2301601382	2301601739	2301602163	2301602475	2301602832	2301603113	2301603567
2301601076	2301601383	2301601750	2301602166	2301602476	2301602834	2301603114	2301603569
2301601085	2301601384	2301601753	2301602167	2301602478	2301602836	2301603117	2301603580
2301601086	2301601386	2301601768	2301602173	2301602479	2301602838	2301603128	2301603584
2301601087	2301601389	2301601769	2301602176	2301602483	2301602843	2301603129	2301603600
2301601089	2301601390	2301601772	2301602183	2301602484	2301602846	2301603130	2301603601
2301601093	2301601391	2301601775	2301602187	2301602485	2301602849	2301603136	2301603607
2301601102	2301601420	2301601779	2301602188	2301602492	2301602853	2301603141	2301603611
2301601116	2301601425	2301601784	2301602192	2301602494	2301602870	2301603142	2301603625
2301601123	2301601434	2301601786	2301602194	2301602498	2301602872	2301603143	2301603626
2301601131	2301601441	2301601787	2301602209	2301602503	2301602876	2301603144	2301603627
2301601132	2301601442	2301601788	2301602210	2301602511	2301602877	2301603179	2301603628
2301601135	2301601454	2301601791	2301602212	2301602512	2301602878	2301603183	2301603652
2301601149	2301601457	2301601810	2301602213	2301602525	2301602879	2301603184	2301603669
2301601157	2301601458	2301601824	2301602218	2301602549	2301602882	2301603199	2301603688
2301601162	2301601460	2301601838	2301602223	2301602563	2301602883	2301603203	2301603697
2301601170	2301601461	2301601844	2301602229	2301602576	2301602891	2301603216	2301603704
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2301601183	2301601463	2301601849	2301602238	2301602584	2301602893	2301603224	2301603709
2301601194	2301601466	2301601861	2301602247	2301602589	2301602895	2301603231	2301603719
2301601197	2301601468	2301601884	2301602248	2301602596	2301602916	2301603251	2301603725
2301601198	2301601471	2301601885	2301602252	2301602597	2301602919	2301603255	2301603731
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2301601221	2301601493	2301601937	2301602289	2301602646	2301602957	2301603312	2301603740
2301601225	2301601513	2301601942	2301602292	2301602654	2301602959	2301603313	2301603741
2301601228	2301601538	2301601943	2301602293	2301602656	2301602960	2301603321	2301603745
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2301601265	2301601562	2301601967	2301602323	2301602689	2301602969	2301603345	2301603762
2301601266	2301601565	2301601971	2301602330	2301602690	2301602971	2301603352	2301603768
2301601267	2301601573	2301601977	2301602340	2301602694	2301602972	2301603363	2301603774
2301601268	2301601581	2301601982	2301602341	2301602707	2301602979	2301603365	2301603779
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2301601289	2301601605	2301601992	2301602344	2301602722	2301602994	2301603388	2301603803
2301601295	2301601606	2301602002	2301602347	2301602729	2301602997	2301603403	2301603806
2301601298	2301601611	2301602003	2301602351	2301602738	2301603002	2301603404	2301603814
2301601307	2301601613	2301602014	2301602356	2301602739	2301603004	2301603407	2301603818
2301601316	2301601616	2301602016	2301602367	2301602740	2301603008	2301603420	2301603823
2301601317	2301601629	2301602021	2301602369	2301602748	2301603010	2301603421	2301603833
2301601318	2301601635	2301602023	2301602376	2301602756	2301603013	2301603429	2301603834
2301601319	2301601638	2301602030	2301602383	2301602769	2301603025	2301603431	2301603835
2301601330	2301601639	2301602033	2301602387	2301602777	2301603028	2301603433	2301603836
2301601331	2301601654	2301602038	2301602395	2301602778	2301603038	2301603453	2301603838
2301601345	2301601664	2301602041	2301602403	2301602792	2301603039	2301603454	2301603862
2301601346	2301601665	2301602043	2301602407	2301602798	2301603046	2301603460	2301603865
2301601347	2301601666	2301602046	2301602419	2301602801	2301603047	2301603463	2301603873
2301601349	2301601667	2301602047	2301602422	2301602803	2301603054	2301603466	2301603875
2301601351	2301601668	2301602058	2301602432	2301602806	2301603061	2301603469	2301603877
2301601352	2301601669	2301602060	2301602438	2301602809	2301603070	2301603489	2301603880
2301601353	2301601673	2301602065	2301602444	2301602812	2301603073	2301603503	2301603886
2301601357	2301601674	2301602070	2301602445	2301602813	2301603075	2301603508	2301603895
2301601358	2301601686	2301602071	2301602446	2301602817	2301603077	2301603510	2301603897
2301601364	2301601687	2301602103	2301602447	2301602818	2301603083	2301603535	2301603899
2301601368	2301601712	2301602115	2301602448	2301602819	2301603085	2301603538	2301603905

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2301603912	2301604320	2301604739	2301605051	2301605331	2301605721	2301606105	2301606476
2301603922	2301604321	2301604740	2301605054	2301605335	2301605727	2301606108	2301606478
2301603931	2301604324	2301604752	2301605056	2301605340	2301605728	2301606116	2301606481
2301603932	2301604360	2301604753	2301605057	2301605351	2301605742	2301606132	2301606484
2301603934	2301604361	2301604754	2301605059	2301605358	2301605749	2301606133	2301606489
2301603940	2301604362	2301604756	2301605062	2301605359	2301605750	2301606136	2301606492
2301603944	2301604368	2301604759	2301605063	2301605360	2301605752	2301606150	2301606496
2301603951	2301604373	2301604760	2301605065	2301605368	2301605754	2301606151	2301606497
2301603953	2301604374	2301604768	2301605077	2301605373	2301605766	2301606152	2301606502
2301603992	2301604377	2301604769	2301605080	2301605380	2301605776	2301606162	2301606503
2301603998	2301604380	2301604773	2301605085	2301605386	2301605779	2301606166	2301606512
2301603999	2301604388	2301604782	2301605098	2301605410	2301605781	2301606167	2301606528
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2301604021	2301604463	2301604808	2301605128	2301605430	2301605799	2301606189	2301606555
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2301604026	2301604472	2301604837	2301605134	2301605438	2301605809	2301606205	2301606557
2301604029	2301604479	2301604845	2301605135	2301605444	2301605818	2301606208	2301606558
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2301604073	2301604558	2301604875	2301605208	2301605497	2301605867	2301606243	2301606596
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2301604113	2301604571	2301604878	2301605215	2301605510	2301605873	2301606258	2301606608
2301604123	2301604586	2301604880	2301605216	2301605514	2301605876	2301606262	2301606613
2301604130	2301604587	2301604884	2301605222	2301605518	2301605880	2301606267	2301606616
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2301604138	2301604593	2301604896	2301605228	2301605527	2301605903	2301606274	2301606623
2301604140	2301604601	2301604901	2301605230	2301605529	2301605909	2301606281	2301606639
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2301604144	2301604614	2301604919	2301605235	2301605541	2301605917	2301606287	2301606656
2301604146	2301604616	2301604921	2301605240	2301605556	2301605941	2301606322	2301606671
2301604147	2301604628	2301604923	2301605244	2301605570	2301605977	2301606326	2301606672
2301604164	2301604629	2301604934	2301605245	2301605575	2301605978	2301606335	2301606691
2301604165	2301604630	2301604937	2301605247	2301605592	2301605985	2301606336	2301606693
2301604167	2301604637	2301604939	2301605248	2301605629	2301605988	2301606343	2301606703
2301604173	2301604638	2301604943	2301605252	2301605630	2301606006	2301606346	2301606711
2301604175	2301604642	2301604945	2301605259	2301605639	2301606009	2301606352	2301606712
2301604184	2301604644	2301604946	2301605271	2301605640	2301606010	2301606365	2301606715
2301604189	2301604645	2301604952	2301605273	2301605643	2301606015	2301606366	2301606719
2301604193	2301604652	2301604953	2301605276	2301605654	2301606017	2301606369	2301606730
2301604194	2301604661	2301604986	2301605278	2301605656	2301606027	2301606375	2301606732
2301604201	2301604675	2301605014	2301605279	2301605658	2301606028	2301606376	2301606743
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2301604229	2301604686	2301605021	2301605284	2301605675	2301606031	2301606382	2301606751
2301604262	2301604691	2301605024	2301605289	2301605678	2301606061	2301606392	2301606755
2301604268	2301604695	2301605025	2301605293	2301605679	2301606065	2301606397	2301606757
2301604283	2301604698	2301605026	2301605296	2301605680	2301606066	2301606403	2301606767
2301604291	2301604704	2301605027	2301605297	2301605687	2301606081	2301606409	2301606781
2301604293	2301604707	2301605029	2301605306	2301605688	2301606082	2301606413	2301606783
2301604294	2301604708	2301605031	2301605311	2301605690	2301606088	2301606416	2301606789
2301604306	2301604709	2301605040	2301605317	2301605692	2301606089	2301606426	2301606790
2301604309	2301604715	2301605041	2301605318	2301605695	2301606096	2301606432	2301606793
2301604310	2301604719	2301605042	2301605320	2301605708	2301606097	2301606446	2301606794
2301604316	2301604727	2301605044	2301605330	2301605709	2301606104	2301606461	2301606804

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2301606806	2301607122	2301607392	2301607838	2301608189	2301608577	2301609067	2301609410
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2301606812	2301607124	2301607409	2301607853	2301608194	2301608600	2301609082	2301609426
2301606814	2301607126	2301607417	2301607858	2301608198	2301608606	2301609089	2301609438
2301606816	2301607141	2301607423	2301607866	2301608223	2301608607	2301609094	2301609443
2301606817	2301607153	2301607428	2301607867	2301608224	2301608608	2301609098	2301609453
2301606820	2301607154	2301607447	2301607882	2301608225	2301608612	2301609106	2301609473
2301606826	2301607168	2301607448	2301607890	2301608227	2301608614	2301609116	2301609488
2301606828	2301607172	2301607450	2301607907	2301608265	2301608615	2301609134	2301609489
2301606829	2301607178	2301607452	2301607919	2301608266	2301608618	2301609139	2301609498
2301606838	2301607181	2301607460	2301607922	2301608267	2301608622	2301609140	2301609507
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2301606840	2301607186	2301607475	2301607935	2301608279	2301608640	2301609144	2301609509
2301606853	2301607194	2301607480	2301607944	2301608281	2301608649	2301609148	2301609510
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2301606858	2301607202	2301607506	2301607971	2301608292	2301608749	2301609159	2301609543
2301606866	2301607203	2301607513	2301607972	2301608301	2301608767	2301609160	2301609544
2301606868	2301607208	2301607516	2301607975	2301608312	2301608770	2301609161	2301609546
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2301606877	2301607212	2301607520	2301607983	2301608356	2301608789	2301609165	2301609551
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2301606936	2301607244	2301607613	2301608025	2301608397	2301608830	2301609214	2301609584
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2301606955	2301607258	2301607631	2301608046	2301608399	2301608838	2301609235	2301609593
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2301607031	2301607313	2301607745	2301608094	2301608484	2301608943	2301609291	2301609665
2301607036	2301607317	2301607752	2301608096	2301608497	2301608949	2301609304	2301609696
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2301607063	2301607345	2301607794	2301608130	2301608531	2301608998	2301609344	2301609749
2301607064	2301607347	2301607796	2301608133	2301608533	2301609005	2301609345	2301609750
2301607065	2301607356	2301607798	2301608140	2301608539	2301609012	2301609351	2301609751
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2301607101	2301607382	2301607823	2301608177	2301608563	2301609046	2301609385	2301609777
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2301609807	2301610107	2301610497	2301610817	2301611099	2301611483	2301611825	2301612155
2301609814	2301610112	2301610501	2301610834	2301611100	2301611487	2301611827	2301612160
2301609821	2301610116	2301610503	2301610838	2301611104	2301611492	2301611832	2301612166
2301609830	2301610124	2301610505	2301610839	2301611106	2301611508	2301611836	2301612169
2301609835	2301610136	2301610518	2301610844	2301611125	2301611509	2301611839	2301612171
2301609836	2301610144	2301610519	2301610847	2301611140	2301611518	2301611842	2301612179
2301609840	2301610152	2301610522	2301610848	2301611148	2301611521	2301611843	2301612180
2301609842	2301610159	2301610524	2301610852	2301611149	2301611523	2301611845	2301612186
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2301609883	2301610174	2301610577	2301610865	2301611194	2301611527	2301611880	2301612189
2301609886	2301610178	2301610579	2301610869	2301611202	2301611531	2301611885	2301612192
2301609895	2301610179	2301610580	2301610880	2301611206	2301611532	2301611895	2301612193
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2301609898	2301610192	2301610595	2301610882	2301611215	2301611542	2301611908	2301612204
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2301609909	2301610232	2301610618	2301610896	2301611237	2301611567	2301611919	2301612247
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2301609963	2301610296	2301610654	2301610950	2301611299	2301611629	2301611980	2301612294
2301609966	2301610335	2301610673	2301610954	2301611330	2301611650	2301611981	2301612297
2301609967	2301610344	2301610676	2301610955	2301611334	2301611661	2301611988	2301612302
2301609968	2301610356	2301610677	2301610958	2301611340	2301611662	2301611992	2301612303
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2301609980	2301610363	2301610692	2301610967	2301611360	2301611665	2301612008	2301612305
2301609988	2301610365	2301610693	2301610977	2301611361	2301611668	2301612013	2301612306
2301609993	2301610366	2301610696	2301610978	2301611362	2301611678	2301612023	2301612318
2301610004	2301610368	2301610697	2301610986	2301611363	2301611689	2301612029	2301612326
2301610005	2301610370	2301610704	2301610987	2301611365	2301611698	2301612030	2301612327
2301610006	2301610371	2301610709	2301611009	2301611380	2301611699	2301612032	2301612328
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2301610025	2301610392	2301610734	2301611035	2301611387	2301611720	2301612070	2301612355
2301610026	2301610399	2301610740	2301611036	2301611395	2301611737	2301612074	2301612357
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2301610051	2301610429	2301610774	2301611057	2301611436	2301611770	2301612121	2301612378
2301610067	2301610443	2301610776	2301611070	2301611438	2301611780	2301612123	2301612392
2301610068	2301610444	2301610778	2301611071	2301611444	2301611792	2301612125	2301612398
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2301610087	2301610474	2301610792	2301611083	2301611460	2301611802	2301612132	2301612420
2301610089	2301610477	2301610795	2301611087	2301611461	2301611807	2301612143	2301612421

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2301612433	2301612733	2301613044	2301613297	2301613565	2301613809	2301614085	2301614462
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2301612449	2301612764	2301613076	2301613326	2301613583	2301613853	2301614122	2301614520
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2301612457	2301612780	2301613087	2301613334	2301613586	2301613863	2301614152	2301614526
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2301612495	2301612842	2301613136	2301613407	2301613625	2301613899	2301614216	2301614575
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2301614807	2301615109	2301615338	2301615637	2301615907	2301616202	2301616531	2301620028
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2301620525	2301620843	2301621193	2301621548	2301621857	2301622143	2301622448	2301622759
2301620538	2301620848	2301621205	2301621551	2301621860	2301622165	2301622449	2301622768
2301620541	2301620853	2301621206	2301621555	2301621876	2301622167	2301622453	2301622769
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2301620581	2301620865	2301621239	2301621580	2301621900	2301622175	2301622501	2301622785
2301620582	2301620878	2301621241	2301621581	2301621908	2301622176	2301622505	2301622789
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2301620591	2301620894	2301621260	2301621585	2301621924	2301622181	2301622527	2301622803
2301620596	2301620896	2301621346	2301621590	2301621925	2301622182	2301622529	2301622804
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2301620603	2301620910	2301621348	2301621594	2301621950	2301622190	2301622538	2301622809
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2301622812	2301623081	2301623347	2301623658	2301623937	2301624255	2301624578	2301624853
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2301622820	2301623084	2301623362	2301623660	2301623944	2301624260	2301624588	2301624902
2301622824	2301623085	2301623378	2301623662	2301623950	2301624263	2301624596	2301624905
2301622828	2301623087	2301623381	2301623667	2301623951	2301624274	2301624599	2301624912
2301622829	2301623098	2301623386	2301623669	2301623954	2301624300	2301624605	2301624914
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2301622836	2301623100	2301623394	2301623672	2301623960	2301624316	2301624615	2301624934
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2301622847	2301623107	2301623399	2301623678	2301623968	2301624323	2301624628	2301624953
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2301622851	2301623111	2301623403	2301623681	2301623972	2301624330	2301624631	2301624957
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2301622856	2301623124	2301623417	2301623700	2301623988	2301624340	2301624639	2301624984
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2301622863	2301623145	2301623442	2301623707	2301623999	2301624351	2301624645	2301624998
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2301622880	2301623149	2301623456	2301623725	2301624002	2301624357	2301624652	2301625001
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2301622898	2301623154	2301623469	2301623753	2301624025	2301624372	2301624674	2301625018
2301622899	2301623155	2301623473	2301623755	2301624032	2301624377	2301624676	2301625020
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2301622966	2301623212	2301623524	2301623806	2301624113	2301624432	2301624747	2301625100
2301622976	2301623220	2301623526	2301623807	2301624115	2301624433	2301624754	2301625101
2301622977	2301623221	2301623529	2301623808	2301624118	2301624434	2301624755	2301625115
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2301622984	2301623228	2301623539	2301623812	2301624126	2301624448	2301624764	2301625126
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2301622987	2301623230	2301623552	2301623830	2301624139	2301624455	2301624773	2301625141
2301622992	2301623240	2301623553	2301623832	2301624143	2301624462	2301624779	2301625144
2301622993	2301623247	2301623555	2301623833	2301624150	2301624482	2301624781	2301625148
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2301623022	2301623311	2301623584	2301623875	2301624195	2301624512	2301624814	2301625189
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2301623064	2301623336	2301623630	2301623911	2301624233	2301624561	2301624834	2301625214
2301623068	2301623341	2301623634	2301623919	2301624238	2301624562	2301624835	2301625220
2301623070	2301623342	2301623640	2301623929	2301624248	2301624563	2301624842	2301625223
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2301625234	2301625470	2301625815	2301626173	2301626434	2301626691	2301627095	2301627561
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2301625242	2301625485	2301625853	2301626185	2301626453	2301626749	2301627125	2301627593
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2301625262	2301625509	2301625861	2301626193	2301626462	2301626762	2301627157	2301627629
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2301625458	2301625784	2301626148	2301626418	2301626672	2301627052	2301627545	2301627856
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2301628075	2301628390	2301628721	2301629003	2301629351	2301629700	2301630001	2301630246
2301628080	2301628400	2301628724	2301629009	2301629356	2301629706	2301630009	2301630257
2301628082	2301628401	2301628726	2301629022	2301629357	2301629708	2301630010	2301630265
2301628083	2301628403	2301628734	2301629030	2301629358	2301629719	2301630017	2301630268
2301628086	2301628407	2301628739	2301629036	2301629365	2301629724	2301630020	2301630269
2301628097	2301628429	2301628740	2301629037	2301629367	2301629726	2301630021	2301630270
2301628104	2301628431	2301628742	2301629040	2301629368	2301629727	2301630025	2301630275
2301628116	2301628443	2301628744	2301629041	2301629373	2301629730	2301630026	2301630283
2301628119	2301628444	2301628751	2301629046	2301629374	2301629743	2301630029	2301630288
2301628120	2301628445	2301628752	2301629048	2301629378	2301629750	2301630034	2301630289
2301628129	2301628448	2301628769	2301629065	2301629387	2301629763	2301630035	2301630293
2301628130	2301628451	2301628770	2301629073	2301629397	2301629764	2301630038	2301630304

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2301630309	2301630637	2301630971	2301631251	2301631534	2301631793	2301632198	2301632549
2301630311	2301630651	2301630972	2301631258	2301631556	2301631794	2301632199	2301632550
2301630337	2301630654	2301630973	2301631260	2301631557	2301631795	2301632206	2301632558
2301630338	2301630655	2301630989	2301631261	2301631558	2301631798	2301632211	2301632562
2301630343	2301630672	2301631000	2301631266	2301631559	2301631800	2301632212	2301632563
2301630347	2301630680	2301631001	2301631267	2301631561	2301631801	2301632224	2301632571
2301630366	2301630684	2301631002	2301631271	2301631566	2301631812	2301632231	2301632573
2301630373	2301630691	2301631004	2301631274	2301631569	2301631814	2301632232	2301632576
2301630382	2301630698	2301631009	2301631287	2301631570	2301631817	2301632237	2301632583
2301630386	2301630699	2301631020	2301631288	2301631571	2301631825	2301632246	2301632596
2301630401	2301630701	2301631029	2301631289	2301631572	2301631834	2301632257	2301632598
2301630406	2301630712	2301631030	2301631291	2301631577	2301631835	2301632260	2301632604
2301630413	2301630724	2301631039	2301631299	2301631580	2301631836	2301632268	2301632605
2301630414	2301630744	2301631042	2301631305	2301631584	2301631862	2301632271	2301632608
2301630419	2301630753	2301631046	2301631306	2301631585	2301631875	2301632280	2301632610
2301630432	2301630767	2301631055	2301631310	2301631586	2301631878	2301632292	2301632617
2301630437	2301630770	2301631061	2301631317	2301631601	2301631882	2301632311	2301632619
2301630441	2301630781	2301631062	2301631325	2301631604	2301631885	2301632313	2301632621
2301630446	2301630782	2301631064	2301631327	2301631612	2301631890	2301632314	2301632623
2301630454	2301630783	2301631067	2301631337	2301631613	2301631894	2301632318	2301632624
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2301630465	2301630799	2301631096	2301631349	2301631619	2301631928	2301632356	2301632653
2301630477	2301630806	2301631105	2301631354	2301631631	2301631954	2301632371	2301632655
2301630479	2301630817	2301631109	2301631355	2301631632	2301631969	2301632372	2301632660
2301630481	2301630818	2301631112	2301631381	2301631633	2301631971	2301632373	2301632664
2301630503	2301630819	2301631116	2301631386	2301631639	2301631978	2301632376	2301632665
2301630525	2301630821	2301631117	2301631387	2301631643	2301631982	2301632377	2301632680
2301630533	2301630823	2301631119	2301631392	2301631644	2301631988	2301632378	2301632681
2301630540	2301630824	2301631121	2301631393	2301631645	2301631990	2301632383	2301632682
2301630543	2301630829	2301631124	2301631394	2301631646	2301631995	2301632388	2301632687
2301630544	2301630830	2301631127	2301631395	2301631652	2301631998	2301632392	2301632691
2301630550	2301630846	2301631129	2301631396	2301631667	2301631999	2301632396	2301632692
2301630551	2301630847	2301631130	2301631397	2301631683	2301632000	2301632410	2301632693
2301630552	2301630853	2301631133	2301631398	2301631689	2301632001	2301632420	2301632696
2301630560	2301630855	2301631141	2301631402	2301631690	2301632007	2301632427	2301632698
2301630562	2301630858	2301631142	2301631421	2301631691	2301632008	2301632431	2301632701
2301630563	2301630864	2301631145	2301631425	2301631694	2301632012	2301632433	2301632703
2301630564	2301630865	2301631151	2301631436	2301631697	2301632014	2301632434	2301632710
2301630569	2301630866	2301631153	2301631437	2301631698	2301632015	2301632435	2301632711
2301630570	2301630867	2301631163	2301631440	2301631699	2301632029	2301632439	2301632719
2301630572	2301630872	2301631169	2301631442	2301631703	2301632030	2301632447	2301632723
2301630577	2301630873	2301631174	2301631452	2301631704	2301632041	2301632448	2301632734
2301630578	2301630874	2301631175	2301631453	2301631712	2301632046	2301632454	2301632740
2301630583	2301630878	2301631181	2301631454	2301631714	2301632050	2301632456	2301632743
2301630586	2301630879	2301631184	2301631457	2301631715	2301632051	2301632458	2301632751
2301630587	2301630880	2301631186	2301631459	2301631718	2301632053	2301632465	2301632768
2301630590	2301630892	2301631187	2301631464	2301631731	2301632060	2301632466	2301632770
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2301630610	2301630941	2301631217	2301631509	2301631769	2301632097	2301632482	2301632782
2301630611	2301630947	2301631222	2301631510	2301631770	2301632112	2301632492	2301632785
2301630614	2301630948	2301631224	2301631511	2301631771	2301632154	2301632531	2301632794
2301630616	2301630954	2301631237	2301631518	2301631775	2301632164	2301632532	2301632795
2301630617	2301630955	2301631239	2301631520	2301631784	2301632175	2301632534	2301632810
2301630620	2301630958	2301631240	2301631523	2301631785	2301632181	2301632535	2301632817
2301630630	2301630962	2301631241	2301631528	2301631786	2301632195	2301632538	2301632818
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2301632820	2301633188	2301633476	2301633733	2301634301	2301634585	2301634898	2301635228
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2301632824	2301633211	2301633479	2301633736	2301634314	2301634588	2301634904	2301635234
2301632830	2301633220	2301633481	2301633741	2301634317	2301634595	2301634918	2301635235
2301632831	2301633222	2301633482	2301633747	2301634319	2301634614	2301634925	2301635242
2301632835	2301633225	2301633486	2301633748	2301634327	2301634615	2301634929	2301635243
2301632838	2301633226	2301633491	2301633751	2301634331	2301634619	2301634946	2301635246
2301632851	2301633228	2301633494	2301633756	2301634340	2301634623	2301634950	2301635247
2301632853	2301633231	2301633495	2301633768	2301634342	2301634626	2301634952	2301635248
2301632865	2301633233	2301633496	2301633771	2301634349	2301634631	2301634953	2301635250
2301632867	2301633234	2301633500	2301633776	2301634350	2301634633	2301634954	2301635254
2301632872	2301633237	2301633507	2301633781	2301634351	2301634634	2301634960	2301635255
2301632883	2301633240	2301633508	2301633782	2301634352	2301634636	2301634968	2301635282
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2301632936	2301633283	2301633554	2301633817	2301634407	2301634678	2301635006	2301635309
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2301633015	2301633318	2301633598	2301633857	2301634465	2301634733	2301635052	2301635349
2301633019	2301633320	2301633601	2301633864	2301634468	2301634734	2301635059	2301635354
2301633021	2301633322	2301633602	2301633872	2301634469	2301634738	2301635076	2301635355
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2301633039	2301633335	2301633613	2301633886	2301634485	2301634760	2301635089	2301635364
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2301633074	2301633385	2301633656	2301633903	2301634524	2301634803	2301635122	2301635427
2301633082	2301633386	2301633664	2301633913	2301634526	2301634804	2301635125	2301635433
2301633098	2301633397	2301633671	2301633914	2301634529	2301634807	2301635126	2301635434
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2301633122	2301633409	2301633692	2301633924	2301634538	2301634833	2301635159	2301635452
2301633136	2301633412	2301633700	2301633930	2301634539	2301634838	2301635161	2301635457
2301633139	2301633413	2301633704	2301633944	2301634540	2301634840	2301635175	2301635459
2301633148	2301633423	2301633712	2301633948	2301634541	2301634843	2301635188	2301635460
2301633149	2301633426	2301633716	2301633949	2301634545	2301634857	2301635189	2301635461
2301633168	2301633434	2301633718	2301633957	2301634548	2301634865	2301635191	2301635473
2301633170	2301633444	2301633723	2301634265	2301634550	2301634867	2301635194	2301635479
2301633172	2301633455	2301633724	2301634269	2301634554	2301634871	2301635201	2301635485
2301633173	2301633460	2301633725	2301634273	2301634563	2301634876	2301635202	2301635488
2301633185	2301633464	2301633729	2301634278	2301634579	2301634885	2301635215	2301635489
2301633187	2301633474	2301633732	2301634295	2301634583	2301634888	2301635216	2301635490

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2301635499	2301635766	2301636104	2301636359	2301636642	2301636984	2301637227	2301637449
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2301635521	2301635773	2301636117	2301636377	2301636658	2301636992	2301637238	2301637452
2301635528	2301635774	2301636120	2301636379	2301636668	2301636993	2301637242	2301637461
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2301635544	2301635785	2301636128	2301636392	2301636671	2301637000	2301637252	2301637464
2301635545	2301635798	2301636129	2301636409	2301636689	2301637002	2301637253	2301637467
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2301635568	2301635815	2301636138	2301636419	2301636696	2301637008	2301637257	2301637486
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2301635570	2301635835	2301636141	2301636423	2301636699	2301637018	2301637262	2301637491
2301635571	2301635856	2301636144	2301636425	2301636714	2301637019	2301637263	2301637492
2301635572	2301635857	2301636158	2301636426	2301636716	2301637023	2301637265	2301637496
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2301635575	2301635873	2301636167	2301636429	2301636735	2301637028	2301637278	2301637508
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2301635586	2301635884	2301636170	2301636442	2301636741	2301637038	2301637281	2301637510
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2301635593	2301635910	2301636184	2301636457	2301636764	2301637042	2301637284	2301637519
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2301635679	2301636041	2301636308	2301636581	2301636931	2301637173	2301637397	2301637678
2301635687	2301636044	2301636309	2301636588	2301636942	2301637174	2301637402	2301637683
2301635691	2301636052	2301636315	2301636589	2301636949	2301637175	2301637405	2301637690
2301635701	2301636054	2301636316	2301636591	2301636953	2301637176	2301637406	2301637692
2301635702	2301636058	2301636317	2301636592	2301636954	2301637177	2301637411	2301637696
2301635707	2301636072	2301636321	2301636593	2301636955	2301637179	2301637412	2301637698
2301635709	2301636079	2301636327	2301636595	2301636956	2301637180	2301637421	2301637704
2301635725	2301636083	2301636328	2301636596	2301636960	2301637186	2301637424	2301637711
2301635729	2301636085	2301636329	2301636606	2301636966	2301637190	2301637426	2301637712
2301635730	2301636086	2301636334	2301636617	2301636967	2301637194	2301637435	2301637716
2301635731	2301636088	2301636336	2301636618	2301636971	2301637198	2301637439	2301637720
2301635737	2301636095	2301636341	2301636631	2301636972	2301637217	2301637442	2301637721
2301635763	2301636097	2301636357	2301636633	2301636974	2301637225	2301637443	2301637722

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2301637731	2301638008	2301638256	2301638514	2301638851	2301639137	2301639387	2301639663
2301637732	2301638009	2301638261	2301638517	2301638857	2301639141	2301639388	2301639664
2301637736	2301638013	2301638263	2301638518	2301638860	2301639142	2301639390	2301639666
2301637743	2301638020	2301638267	2301638519	2301638871	2301639143	2301639395	2301639667
2301637747	2301638022	2301638269	2301638520	2301638874	2301639144	2301639396	2301639672
2301637748	2301638025	2301638270	2301638524	2301638877	2301639154	2301639397	2301639679
2301637755	2301638026	2301638271	2301638526	2301638878	2301639156	2301639401	2301639683
2301637760	2301638029	2301638272	2301638527	2301638887	2301639159	2301639402	2301639692
2301637774	2301638030	2301638280	2301638529	2301638897	2301639165	2301639404	2301639693
2301637783	2301638034	2301638281	2301638532	2301638898	2301639166	2301639414	2301639699
2301637784	2301638042	2301638284	2301638533	2301638900	2301639183	2301639416	2301639704
2301637796	2301638043	2301638285	2301638535	2301638901	2301639184	2301639420	2301639708
2301637798	2301638044	2301638301	2301638539	2301638903	2301639186	2301639421	2301639714
2301637800	2301638050	2301638302	2301638540	2301638904	2301639187	2301639427	2301639716
2301637804	2301638051	2301638303	2301638548	2301638911	2301639191	2301639428	2301639719
2301637807	2301638058	2301638331	2301638550	2301638926	2301639192	2301639437	2301639720
2301637811	2301638068	2301638336	2301638562	2301638941	2301639203	2301639448	2301639729
2301637813	2301638072	2301638344	2301638582	2301638952	2301639216	2301639454	2301639730
2301637821	2301638074	2301638347	2301638583	2301638964	2301639217	2301639482	2301639734
2301637825	2301638076	2301638354	2301638592	2301638968	2301639219	2301639483	2301639735
2301637826	2301638079	2301638356	2301638593	2301638974	2301639223	2301639485	2301639765
2301637830	2301638081	2301638361	2301638596	2301638986	2301639225	2301639493	2301639781
2301637831	2301638098	2301638371	2301638599	2301638987	2301639230	2301639494	2301639787
2301637832	2301638100	2301638374	2301638602	2301638991	2301639231	2301639495	2301639788
2301637835	2301638104	2301638382	2301638607	2301638993	2301639232	2301639496	2301639789
2301637836	2301638107	2301638383	2301638608	2301638992	2301639239	2301639498	2301639790
2301637838	2301638111	2301638384	2301638634	2301639003	2301639248	2301639506	2301639791
2301637839	2301638115	2301638389	2301638635	2301639007	2301639251	2301639507	2301639792
2301637840	2301638139	2301638390	2301638647	2301639008	2301639253	2301639510	2301639793
2301637841	2301638140	2301638393	2301638652	2301639009	2301639256	2301639514	2301639794
2301637847	2301638145	2301638398	2301638658	2301639016	2301639263	2301639515	2301639795
2301637849	2301638147	2301638400	2301638670	2301639020	2301639264	2301639534	2301639799
2301637852	2301638152	2301638403	2301638671	2301639026	2301639270	2301639535	2301639800
2301637857	2301638155	2301638404	2301638673	2301639031	2301639271	2301639537	2301639801
2301637858	2301638156	2301638405	2301638674	2301639034	2301639272	2301639538	2301639802
2301637859	2301638158	2301638406	2301638694	2301639040	2301639273	2301639542	2301639803
2301637860	2301638160	2301638409	2301638702	2301639042	2301639276	2301639544	2301639807
2301637874	2301638163	2301638415	2301638708	2301639045	2301639277	2301639551	2301639808
2301637877	2301638164	2301638420	2301638709	2301639047	2301639282	2301639561	2301639815
2301637879	2301638165	2301638424	2301638710	2301639056	2301639283	2301639562	2301639817
2301637881	2301638167	2301638427	2301638712	2301639059	2301639284	2301639567	2301639823
2301637883	2301638168	2301638428	2301638713	2301639069	2301639287	2301639574	2301639824
2301637884	2301638169	2301638429	2301638715	2301639070	2301639288	2301639577	2301639825
2301637896	2301638173	2301638433	2301638717	2301639071	2301639289	2301639578	2301639826
2301637901	2301638174	2301638436	2301638721	2301639072	2301639290	2301639584	2301639838
2301637902	2301638189	2301638438	2301638735	2301639073	2301639295	2301639585	2301639841
2301637907	2301638190	2301638439	2301638736	2301639075	2301639296	2301639586	2301639845
2301637910	2301638191	2301638449	2301638740	2301639086	2301639302	2301639590	2301639846
2301637911	2301638196	2301638450	2301638747	2301639087	2301639311	2301639591	2301639850
2301637912	2301638197	2301638464	2301638761	2301639088	2301639312	2301639592	2301639851
2301637914	2301638198	2301638471	2301638762	2301639091	2301639313	2301639596	2301639858
2301637922	2301638212	2301638473	2301638794	2301639092	2301639323	2301639598	2301639859
2301637923	2301638213	2301638474	2301638795	2301639099	2301639324	2301639600	2301639860
2301637928	2301638217	2301638483	2301638796	2301639115	2301639337	2301639606	2301639862
2301637933	2301638222	2301638484	2301638810	2301639116	2301639365	2301639607	2301639870
2301637947	2301638234	2301638486	2301638811	2301639117	2301639372	2301639608	2301639871
2301637948	2301638235	2301638491	2301638829	2301639120	2301639375	2301639629	2301639872
2301637949	2301638236	2301638497	2301638832	2301639123	2301639378	2301639631	2301639876
2301637974	2301638237	2301638503	2301638836	2301639124	2301639382	2301639642	2301639878
2301637981	2301638241	2301638504	2301638846	2301639126	2301639384	2301639643	2301639879
2301637982	2301638242	2301638509	2301638849	2301639127	2301639385	2301639648	2301639886
2301638007	2301638253	2301638510	2301638850	2301639136	2301639386	2301639651	2301639887

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2301639896	2301640158	2301640486	2301640790	2301645167	2301645524	2301645842	2301646163
2301639902	2301640159	2301640505	2301640793	2301645168	2301645534	2301645850	2301646166
2301639905	2301640161	2301640507	2301640798	2301645170	2301645535	2301645851	2301646167
2301639906	2301640162	2301640508	2301640805	2301645175	2301645543	2301645862	2301646168
2301639912	2301640164	2301640509	2301640808	2301645185	2301645563	2301645868	2301646169
2301639917	2301640173	2301640515	2301640810	2301645199	2301645564	2301645870	2301646170
2301639922	2301640174	2301640517	2301640813	2301645202	2301645565	2301645874	2301646173
2301639923	2301640186	2301640525	2301640818	2301645204	2301645567	2301645878	2301646174
2301639931	2301640203	2301640536	2301640819	2301645208	2301645580	2301645882	2301646178
2301639933	2301640204	2301640539	2301640821	2301645214	2301645583	2301645886	2301646187
2301639934	2301640213	2301640543	2301640823	2301645222	2301645586	2301645887	2301646201
2301639935	2301640223	2301640545	2301640825	2301645223	2301645588	2301645896	2301646203
2301639950	2301640224	2301640550	2301640826	2301645236	2301645598	2301645898	2301646219
2301639951	2301640230	2301640559	2301640827	2301645237	2301645616	2301645900	2301646220
2301639952	2301640234	2301640562	2301640829	2301645239	2301645619	2301645906	2301646225
2301639964	2301640237	2301640575	2301640831	2301645240	2301645622	2301645907	2301646246
2301639969	2301640247	2301640576	2301640832	2301645242	2301645629	2301645908	2301646249
2301639970	2301640254	2301640577	2301640905	2301645243	2301645630	2301645911	2301646255
2301639980	2301640257	2301640584	2301640906	2301645245	2301645636	2301645912	2301646256
2301639981	2301640261	2301640585	2301640908	2301645246	2301645645	2301645913	2301646259
2301639991	2301640262	2301640586	2301640909	2301645247	2301645650	2301645918	2301646291
2301639993	2301640267	2301640589	2301640913	2301645254	2301645653	2301645927	2301646306
2301639996	2301640270	2301640595	2301640918	2301645255	2301645656	2301645929	2301646316
2301640002	2301640272	2301640602	2301640920	2301645256	2301645661	2301645930	2301646333
2301640006	2301640274	2301640607	2301640921	2301645257	2301645662	2301645933	2301646342
2301640007	2301640277	2301640614	2301640922	2301645262	2301645668	2301645934	2301646343
2301640009	2301640283	2301640616	2301640923	2301645270	2301645677	2301645936	2301646350
2301640015	2301640290	2301640619	2301640924	2301645285	2301645680	2301645937	2301646354
2301640018	2301640292	2301640635	2301640931	2301645301	2301645685	2301645953	2301646358
2301640020	2301640296	2301640636	2301645006	2301645304	2301645686	2301645956	2301646382
2301640030	2301640297	2301640640	2301645007	2301645331	2301645698	2301645971	2301646388
2301640033	2301640300	2301640642	2301645009	2301645332	2301645706	2301645978	2301646393
2301640035	2301640306	2301640646	2301645018	2301645333	2301645707	2301645979	2301646401
2301640038	2301640315	2301640657	2301645038	2301645348	2301645711	2301645982	2301646410
2301640039	2301640320	2301640659	2301645052	2301645363	2301645712	2301645988	2301646421
2301640042	2301640324	2301640661	2301645053	2301645365	2301645720	2301645990	2301646422
2301640055	2301640326	2301640662	2301645055	2301645371	2301645721	2301645991	2301646430
2301640057	2301640327	2301640663	2301645067	2301645379	2301645722	2301645992	2301646432
2301640058	2301640328	2301640670	2301645080	2301645380	2301645723	2301645999	2301646446
2301640061	2301640336	2301640674	2301645084	2301645385	2301645724	2301646003	2301646453
2301640065	2301640344	2301640683	2301645085	2301645387	2301645731	2301646013	2301646458
2301640073	2301640350	2301640684	2301645087	2301645390	2301645735	2301646014	2301646459
2301640074	2301640364	2301640693	2301645088	2301645402	2301645739	2301646019	2301646460
2301640078	2301640366	2301640701	2301645091	2301645406	2301645740	2301646027	2301646467
2301640083	2301640369	2301640702	2301645092	2301645408	2301645741	2301646031	2301646471
2301640084	2301640372	2301640716	2301645103	2301645409	2301645742	2301646035	2301646472
2301640093	2301640382	2301640717	2301645104	2301645414	2301645743	2301646045	2301646473
2301640096	2301640389	2301640718	2301645109	2301645416	2301645752	2301646053	2301646490
2301640105	2301640391	2301640719	2301645111	2301645460	2301645765	2301646062	2301646498
2301640108	2301640412	2301640727	2301645113	2301645468	2301645767	2301646078	2301646505
2301640109	2301640428	2301640743	2301645119	2301645472	2301645776	2301646089	2301646514
2301640119	2301640444	2301640744	2301645121	2301645484	2301645786	2301646090	2301646532
2301640123	2301640452	2301640753	2301645122	2301645485	2301645791	2301646107	2301646540
2301640127	2301640453	2301640755	2301645123	2301645486	2301645807	2301646114	2301646541
2301640140	2301640463	2301640756	2301645124	2301645487	2301645809	2301646116	2301646545
2301640141	2301640465	2301640762	2301645125	2301645505	2301645811	2301646121	2301646555
2301640142	2301640467	2301640765	2301645127	2301645510	2301645813	2301646134	2301646556
2301640143	2301640470	2301640774	2301645133	2301645516	2301645821	2301646135	2301646567
2301640146	2301640473	2301640777	2301645140	2301645518	2301645822	2301646137	2301646575
2301640147	2301640479	2301640779	2301645143	2301645519	2301645835	2301646148	2301646587
2301640151	2301640482	2301640781	2301645158	2301645521	2301645836	2301646151	2301646588
2301640157	2301640483	2301640789	2301645165	2301645523	2301645837	2301646152	2301646592

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2301646595	2301646986	2301647400	2301647774	2301648087	2301648354	2301648693	2301649062
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2301646602	2301646992	2301647402	2301647798	2301648093	2301648367	2301648697	2301649070
2301646605	2301646996	2301647408	2301647806	2301648095	2301648377	2301648699	2301649071
2301646636	2301647006	2301647409	2301647828	2301648097	2301648378	2301648709	2301649074
2301646637	2301647017	2301647428	2301647836	2301648102	2301648389	2301648712	2301649076
2301646640	2301647021	2301647433	2301647839	2301648109	2301648390	2301648713	2301649078
2301646642	2301647025	2301647434	2301647840	2301648117	2301648392	2301648714	2301649080
2301646645	2301647028	2301647442	2301647841	2301648118	2301648402	2301648719	2301649095
2301646671	2301647032	2301647443	2301647845	2301648121	2301648405	2301648721	2301649099
2301646672	2301647079	2301647449	2301647846	2301648123	2301648419	2301648726	2301649103
2301646673	2301647080	2301647450	2301647847	2301648131	2301648420	2301648738	2301649111
2301646696	2301647089	2301647454	2301647849	2301648144	2301648426	2301648748	2301649116
2301646700	2301647090	2301647455	2301647860	2301648148	2301648430	2301648751	2301649133
2301646703	2301647097	2301647457	2301647861	2301648150	2301648445	2301648752	2301649136
2301646704	2301647098	2301647458	2301647869	2301648151	2301648452	2301648764	2301649137
2301646707	2301647100	2301647459	2301647870	2301648159	2301648456	2301648771	2301649139
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2301646718	2301647120	2301647466	2301647874	2301648173	2301648480	2301648789	2301649167
2301646723	2301647122	2301647469	2301647876	2301648183	2301648491	2301648796	2301649176
2301646724	2301647132	2301647489	2301647898	2301648196	2301648493	2301648804	2301649182
2301646736	2301647134	2301647497	2301647902	2301648198	2301648495	2301648807	2301649191
2301646743	2301647135	2301647498	2301647912	2301648205	2301648496	2301648809	2301649204
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2301646771	2301647150	2301647504	2301647920	2301648210	2301648505	2301648817	2301649209
2301646781	2301647152	2301647507	2301647923	2301648211	2301648506	2301648818	2301649210
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2301646858	2301647255	2301647629	2301647974	2301648247	2301648578	2301648890	2301649260
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2301646866	2301647275	2301647635	2301647986	2301648267	2301648583	2301648915	2301649286
2301646878	2301647281	2301647650	2301647987	2301648268	2301648587	2301648918	2301649291
2301646882	2301647292	2301647656	2301647989	2301648269	2301648596	2301648921	2301649293
2301646884	2301647295	2301647661	2301647995	2301648270	2301648598	2301648922	2301649295
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2301646903	2301647318	2301647683	2301648018	2301648287	2301648617	2301648954	2301649315
2301646905	2301647320	2301647693	2301648022	2301648288	2301648629	2301649001	2301649316
2301646907	2301647332	2301647698	2301648028	2301648291	2301648632	2301649004	2301649318
2301646915	2301647350	2301647700	2301648030	2301648292	2301648633	2301649022	2301649323
2301646920	2301647351	2301647707	2301648032	2301648298	2301648639	2301649024	2301649325
2301646923	2301647370	2301647711	2301648035	2301648299	2301648646	2301649029	2301649327
2301646948	2301647372	2301647729	2301648037	2301648301	2301648660	2301649034	2301649328
2301646954	2301647376	2301647737	2301648041	2301648308	2301648663	2301649038	2301649331
2301646955	2301647382	2301647738	2301648042	2301648310	2301648666	2301649039	2301649332
2301646959	2301647384	2301647740	2301648073	2301648313	2301648668	2301649040	2301649340
2301646965	2301647386	2301647747	2301648074	2301648314	2301648670	2301649042	2301649347
2301646981	2301647392	2301647754	2301648076	2301648331	2301648683	2301649044	2301649349
2301646984	2301647398	2301647760	2301648083	2301648332	2301648687	2301649050	2301649352
2301646985	2301647399	2301647766	2301648084	2301648351	2301648688	2301649058	2301649360

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2301649365	2301649669	2301649929	2301650193	2301650443	2301650796	2301651126	2301651477
2301649366	2301649670	2301649938	2301650195	2301650444	2301650798	2301651127	2301651478
2301649373	2301649678	2301649939	2301650202	2301650445	2301650799	2301651128	2301651482
2301649375	2301649680	2301649960	2301650203	2301650452	2301650800	2301651133	2301651489
2301649379	2301649681	2301649961	2301650213	2301650459	2301650802	2301651140	2301651490
2301649388	2301649685	2301649963	2301650214	2301650461	2301650804	2301651147	2301651506
2301649404	2301649688	2301649964	2301650215	2301650462	2301650808	2301651148	2301651513
2301649405	2301649696	2301649969	2301650223	2301650464	2301650812	2301651150	2301651517
2301649418	2301649698	2301649974	2301650228	2301650465	2301650818	2301651155	2301651521
2301649426	2301649699	2301649975	2301650235	2301650471	2301650820	2301651156	2301651543
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2301649486	2301649743	2301649998	2301650261	2301650499	2301650878	2301651197	2301651563
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2301649507	2301649749	2301650014	2301650271	2301650501	2301650889	2301651200	2301651566
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2301649517	2301649768	2301650022	2301650276	2301650526	2301650900	2301651225	2301651573
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2301649542	2301649786	2301650037	2301650307	2301650576	2301650923	2301651247	2301651609
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2301649560	2301649805	2301650086	2301650353	2301650633	2301650968	2301651265	2301651637
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2301649592	2301649846	2301650123	2301650387	2301650678	2301651004	2301651355	2301651711
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2301649636	2301649898	2301650146	2301650416	2301650758	2301651085	2301651441	2301651757
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2301649643	2301649901	2301650174	2301650418	2301650768	2301651091	2301651446	2301651760
2301649644	2301649904	2301650176	2301650421	2301650771	2301651103	2301651451	2301651771
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2301649648	2301649907	2301650178	2301650424	2301650781	2301651116	2301651457	2301651778
2301649649	2301649925	2301650181	2301650434	2301650785	2301651121	2301651472	2301651779
2301649651	2301649926	2301650184	2301650438	2301650788	2301651123	2301651474	2301651782
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2301651786	2301652112	2301652376	2301652711	2301653045	2301653277	2301653550	2301653830
2301651787	2301652124	2301652377	2301652718	2301653046	2301653282	2301653551	2301653850
2301651788	2301652127	2301652378	2301652719	2301653047	2301653285	2301653552	2301653851
2301651789	2301652128	2301652384	2301652730	2301653048	2301653286	2301653557	2301653853
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2301654136	2301654389	2301654783	2301655011	2301655301	2301655543	2301655860	2301656172
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2301654138	2301654411	2301654786	2301655018	2301655304	2301655547	2301655868	2301656209
2301654139	2301654421	2301654791	2301655026	2301655305	2301655582	2301655871	2301656210
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2301654155	2301654456	2301654798	2301655033	2301655314	2301655588	2301655880	2301656219
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2301654167	2301654458	2301654815	2301655049	2301655324	2301655600	2301655901	2301656226
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2301654172	2301654487	2301654822	2301655052	2301655326	2301655605	2301655905	2301656239
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2301654239	2301654566	2301654861	2301655135	2301655378	2301655654	2301655958	2301656280
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2301654261	2301654605	2301654881	2301655145	2301655410	2301655675	2301655994	2301656301
2301654263	2301654610	2301654882	2301655146	2301655419	2301655677	2301655996	2301656311
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2301654276	2301654620	2301654885	2301655148	2301655424	2301655690	2301656007	2301656324
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2301654283	2301654642	2301654890	2301655150	2301655440	2301655709	2301656009	2301656348
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2301654286	2301654656	2301654910	2301655161	2301655447	2301655711	2301656025	2301656364
2301654287	2301654662	2301654913	2301655163	2301655449	2301655712	2301656028	2301656366
2301654302	2301654666	2301654915	2301655164	2301655450	2301655713	2301656040	2301656368
2301654304	2301654667	2301654916	2301655177	2301655456	2301655714	2301656047	2301656375
2301654305	2301654673	2301654924	2301655179	2301655457	2301655718	2301656048	2301656377
2301654306	2301654675	2301654931	2301655181	2301655460	2301655721	2301656049	2301656379
2301654307	2301654680	2301654932	2301655182	2301655463	2301655722	2301656051	2301656390
2301654313	2301654682	2301654934	2301655183	2301655464	2301655726	2301656058	2301656391
2301654314	2301654688	2301654936	2301655184	2301655466	2301655729	2301656060	2301656396
2301654315	2301654693	2301654942	2301655191	2301655468	2301655730	2301656064	2301656397
2301654322	2301654694	2301654943	2301655193	2301655486	2301655752	2301656068	2301656402
2301654326	2301654695	2301654955	2301655195	2301655487	2301655762	2301656071	2301656405
2301654330	2301654705	2301654971	2301655200	2301655491	2301655763	2301656084	2301656408
2301654331	2301654716	2301654975	2301655213	2301655492	2301655765	2301656085	2301656410
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2301654340	2301654723	2301654978	2301655218	2301655506	2301655769	2301656094	2301656418
2301654343	2301654727	2301654980	2301655222	2301655507	2301655790	2301656102	2301656419
2301654351	2301654730	2301654982	2301655224	2301655508	2301655806	2301656103	2301656420
2301654358	2301654731	2301654983	2301655226	2301655513	2301655814	2301656113	2301656426
2301654364	2301654733	2301654987	2301655228	2301655514	2301655815	2301656120	2301656430
2301654367	2301654741	2301654988	2301655232	2301655517	2301655820	2301656121	2301656431
2301654376	2301654749	2301654990	2301655239	2301655525	2301655831	2301656125	2301656432
2301654379	2301654755	2301654999	2301655249	2301655534	2301655846	2301656126	2301656433
2301654380	2301654769	2301655000	2301655251	2301655536	2301655847	2301656147	2301656434

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2301656436	2301656745	2301656994	2301657243	2301657481	2301657684	2303000303	2303000751
2301656437	2301656758	2301656995	2301657244	2301657482	2301657691	2303000307	2303000752
2301656441	2301656759	2301656996	2301657255	2301657483	2301657695	2303000308	2303000755
2301656442	2301656761	2301657004	2301657263	2301657495	2301657697	2303000309	2303000769
2301656447	2301656762	2301657005	2301657264	2301657499	2301657698	2303000314	2303000770
2301656448	2301656763	2301657006	2301657267	2301657501	2301657702	2303000315	2303000772
2301656460	2301656765	2301657010	2301657268	2301657512	2301657733	2303000318	2303000776
2301656469	2301656768	2301657015	2301657272	2301657513	2301657734	2303000319	2303000778
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2301656492	2301656775	2301657028	2301657297	2301657522	2301657738	2303000357	2303000784
2301656498	2301656778	2301657029	2301657299	2301657528	2303000001	2303000369	2303000795
2301656500	2301656781	2301657033	2301657301	2301657530	2303000002	2303000379	2303000799
2301656507	2301656782	2301657036	2301657302	2301657532	2303000003	2303000382	2303000801
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2301656522	2301656798	2301657054	2301657312	2301657552	2303000033	2303000399	2303000827
2301656523	2301656801	2301657060	2301657320	2301657555	2303000034	2303000404	2303000831
2301656537	2301656804	2301657062	2301657322	2301657556	2303000037	2303000409	2303000833
2301656553	2301656805	2301657081	2301657325	2301657559	2303000060	2303000414	2303000836
2301656555	2301656816	2301657082	2301657327	2301657560	2303000062	2303000415	2303000840
2301656556	2301656825	2301657086	2301657328	2301657561	2303000063	2303000424	2303000841
2301656557	2301656826	2301657089	2301657330	2301657564	2303000067	2303000428	2303000842
2301656558	2301656827	2301657092	2301657331	2301657569	2303000086	2303000436	2303000856
2301656560	2301656837	2301657099	2301657332	2301657572	2303000087	2303000444	2303000857
2301656562	2301656846	2301657103	2301657333	2301657573	2303000088	2303000484	2303000860
2301656563	2301656848	2301657109	2301657347	2301657574	2303000089	2303000488	2303000861
2301656570	2301656850	2301657111	2301657355	2301657577	2303000092	2303000489	2303000870
2301656572	2301656853	2301657116	2301657359	2301657583	2303000101	2303000499	2303000871
2301656576	2301656859	2301657119	2301657360	2301657584	2303000103	2303000500	2303000876
2301656577	2301656860	2301657121	2301657361	2301657585	2303000108	2303000506	2303000879
2301656585	2301656862	2301657124	2301657363	2301657587	2303000120	2303000507	2303000880
2301656588	2301656863	2301657127	2301657374	2301657594	2303000125	2303000511	2303000883
2301656589	2301656870	2301657132	2301657375	2301657595	2303000132	2303000517	2303000900
2301656590	2301656872	2301657134	2301657376	2301657597	2303000133	2303000525	2303000909
2301656591	2301656878	2301657138	2301657383	2301657598	2303000157	2303000526	2303000910
2301656592	2301656881	2301657139	2301657389	2301657605	2303000159	2303000529	2303000911
2301656596	2301656888	2301657140	2301657390	2301657608	2303000171	2303000567	2303000920
2301656599	2301656900	2301657150	2301657392	2301657613	2303000172	2303000575	2303000921
2301656602	2301656910	2301657155	2301657393	2301657617	2303000181	2303000579	2303000922
2301656620	2301656913	2301657158	2301657404	2301657627	2303000187	2303000606	2303000937
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2301656623	2301656920	2301657169	2301657422	2301657629	2303000194	2303000613	2303000939
2301656625	2301656932	2301657170	2301657426	2301657631	2303000197	2303000614	2303000942
2301656626	2301656936	2301657173	2301657429	2301657635	2303000202	2303000632	2303000946
2301656630	2301656939	2301657177	2301657433	2301657644	2303000214	2303000634	2303000958
2301656644	2301656945	2301657178	2301657434	2301657645	2303000220	2303000639	2303000979
2301656646	2301656952	2301657179	2301657436	2301657647	2303000221	2303000641	2303000988
2301656661	2301656956	2301657182	2301657437	2301657648	2303000223	2303000642	2303001000
2301656668	2301656958	2301657187	2301657438	2301657649	2303000225	2303000643	2303001003
2301656678	2301656959	2301657188	2301657441	2301657651	2303000236	2303000651	2303001018
2301656681	2301656961	2301657189	2301657448	2301657652	2303000250	2303000658	2303001033
2301656682	2301656969	2301657190	2301657451	2301657656	2303000251	2303000663	2303001034
2301656686	2301656970	2301657195	2301657460	2301657657	2303000256	2303000676	2303001039
2301656700	2301656973	2301657197	2301657463	2301657659	2303000259	2303000693	2303001040
2301656703	2301656974	2301657203	2301657465	2301657660	2303000260	2303000706	2303001044
2301656705	2301656976	2301657211	2301657471	2301657663	2303000262	2303000708	2303001045
2301656707	2301656978	2301657212	2301657474	2301657664	2303000263	2303000719	2303001049
2301656710	2301656987	2301657221	2301657475	2301657672	2303000265	2303000722	2303001053
2301656722	2301656989	2301657222	2301657478	2301657679	2303000275	2303000729	2303001059
2301656729	2301656990	2301657228	2301657479	2301657680	2303000298	2303000739	2303001071
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2303001077	2303001530	2303001839	2303002176	2303002515	2303002879	2303003183	2303003456
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2303001091	2303001537	2303001844	2303002193	2303002517	2303002888	2303003203	2303003469
2303001145	2303001540	2303001847	2303002194	2303002518	2303002890	2303003210	2303003472
2303001150	2303001541	2303001848	2303002197	2303002519	2303002898	2303003212	2303003473
2303001154	2303001542	2303001853	2303002198	2303002527	2303002900	2303003214	2303003474
2303001155	2303001545	2303001872	2303002213	2303002550	2303002903	2303003219	2303003475
2303001162	2303001561	2303001877	2303002219	2303002558	2303002911	2303003220	2303003481
2303001163	2303001562	2303001880	2303002225	2303002561	2303002913	2303003221	2303003482
2303001170	2303001578	2303001890	2303002226	2303002576	2303002916	2303003224	2303003487
2303001181	2303001582	2303001894	2303002238	2303002577	2303002917	2303003226	2303003503
2303001185	2303001586	2303001900	2303002239	2303002578	2303002918	2303003237	2303003504
2303001190	2303001594	2303001910	2303002248	2303002579	2303002927	2303003243	2303003506
2303001197	2303001595	2303001917	2303002254	2303002595	2303002928	2303003245	2303003520
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2303001199	2303001599	2303001933	2303002259	2303002616	2303002931	2303003254	2303003532
2303001210	2303001600	2303001934	2303002261	2303002618	2303002935	2303003267	2303003536
2303001211	2303001605	2303001935	2303002262	2303002619	2303002940	2303003269	2303003537
2303001248	2303001617	2303001940	2303002265	2303002621	2303002943	2303003270	2303003549
2303001252	2303001620	2303001947	2303002267	2303002628	2303002962	2303003271	2303003553
2303001259	2303001621	2303001960	2303002284	2303002629	2303002964	2303003274	2303003554
2303001262	2303001625	2303001963	2303002285	2303002630	2303002965	2303003276	2303003555
2303001263	2303001633	2303001966	2303002289	2303002639	2303002970	2303003281	2303003556
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2303001292	2303001652	2303001978	2303002296	2303002684	2303002998	2303003311	2303003577
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2303001324	2303001659	2303001992	2303002315	2303002713	2303003013	2303003327	2303003582
2303001330	2303001661	2303001995	2303002316	2303002714	2303003014	2303003328	2303003584
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2303001357	2303001670	2303002010	2303002322	2303002723	2303003031	2303003340	2303003592
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2303001368	2303001687	2303002020	2303002326	2303002730	2303003046	2303003343	2303003596
2303001377	2303001691	2303002022	2303002330	2303002733	2303003048	2303003344	2303003597
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2303001396	2303001700	2303002024	2303002336	2303002748	2303003053	2303003346	2303003610
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2303001398	2303001716	2303002055	2303002344	2303002753	2303003058	2303003352	2303003613
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2303001414	2303001732	2303002069	2303002390	2303002781	2303003069	2303003360	2303003623
2303001415	2303001733	2303002070	2303002391	2303002782	2303003071	2303003362	2303003625
2303001422	2303001734	2303002074	2303002392	2303002785	2303003079	2303003363	2303003629
2303001426	2303001736	2303002075	2303002393	2303002790	2303003080	2303003364	2303003634
2303001433	2303001739	2303002076	2303002398	2303002791	2303003082	2303003367	2303003637
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2303001441	2303001741	2303002089	2303002405	2303002797	2303003093	2303003374	2303003660
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2303001452	2303001743	2303002107	2303002430	2303002815	2303003098	2303003406	2303003663
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2303001468	2303001767	2303002113	2303002436	2303002817	2303003114	2303003411	2303003668
2303001485	2303001795	2303002115	2303002439	2303002831	2303003115	2303003415	2303003669
2303001486	2303001796	2303002128	2303002445	2303002838	2303003119	2303003419	2303003678
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2303001505	2303001818	2303002139	2303002449	2303002850	2303003130	2303003431	2303003681
2303001506	2303001820	2303002156	2303002454	2303002852	2303003131	2303003432	2303003695
2303001507	2303001823	2303002164	2303002465	2303002860	2303003134	2303003435	2303003698
2303001508	2303001824	2303002167	2303002468	2303002861	2303003148	2303003438	2303003705
2303001526	2303001825	2303002168	2303002487	2303002871	2303003173	2303003447	2303003707
2303001528	2303001834	2303002175	2303002490	2303002873	2303003177	2303003455	2303003708

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2303003718	2303004123	2303004522	2303004862	2303005154	2303005478	2303005785	2303006067
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2303003742	2303004136	2303004543	2303004864	2303005161	2303005495	2303005795	2303006074
2303003752	2303004147	2303004550	2303004870	2303005178	2303005498	2303005797	2303006076
2303003753	2303004148	2303004551	2303004871	2303005180	2303005499	2303005798	2303006085
2303003754	2303004150	2303004552	2303004872	2303005181	2303005510	2303005800	2303006095
2303003808	2303004156	2303004553	2303004885	2303005182	2303005511	2303005802	2303006096
2303003809	2303004157	2303004554	2303004887	2303005185	2303005515	2303005803	2303006099
2303003814	2303004166	2303004555	2303004888	2303005187	2303005517	2303005804	2303006111
2303003820	2303004172	2303004566	2303004893	2303005189	2303005522	2303005805	2303006124
2303003831	2303004189	2303004567	2303004896	2303005205	2303005528	2303005806	2303006133
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2303003850	2303004200	2303004575	2303004898	2303005209	2303005543	2303005820	2303006153
2303003853	2303004210	2303004586	2303004914	2303005211	2303005545	2303005843	2303006155
2303003854	2303004219	2303004589	2303004921	2303005215	2303005546	2303005848	2303006166
2303003856	2303004230	2303004590	2303004922	2303005221	2303005552	2303005855	2303006167
2303003866	2303004236	2303004592	2303004923	2303005222	2303005553	2303005866	2303006171
2303003872	2303004272	2303004598	2303004927	2303005223	2303005560	2303005868	2303006199
2303003877	2303004276	2303004611	2303004928	2303005241	2303005567	2303005869	2303006201
2303003891	2303004277	2303004614	2303004932	2303005249	2303005569	2303005871	2303006208
2303003892	2303004278	2303004616	2303004933	2303005284	2303005571	2303005873	2303006214
2303003895	2303004280	2303004637	2303004934	2303005290	2303005573	2303005874	2303006218
2303003897	2303004295	2303004654	2303004939	2303005299	2303005589	2303005879	2303006221
2303003902	2303004302	2303004663	2303004942	2303005300	2303005593	2303005881	2303006223
2303003906	2303004308	2303004666	2303004946	2303005302	2303005597	2303005882	2303006235
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2303003909	2303004318	2303004672	2303004951	2303005335	2303005601	2303005889	2303006251
2303003922	2303004319	2303004677	2303004955	2303005336	2303005609	2303005890	2303006257
2303003929	2303004321	2303004706	2303004958	2303005339	2303005617	2303005894	2303006260
2303003930	2303004324	2303004708	2303004965	2303005346	2303005629	2303005895	2303006264
2303003937	2303004351	2303004714	2303004967	2303005351	2303005644	2303005914	2303006272
2303003939	2303004352	2303004717	2303004968	2303005359	2303005646	2303005917	2303006274
2303003949	2303004363	2303004718	2303004970	2303005365	2303005648	2303005923	2303006280
2303003950	2303004364	2303004719	2303004974	2303005368	2303005651	2303005931	2303006294
2303003951	2303004376	2303004720	2303004977	2303005369	2303005652	2303005933	2303006295
2303003952	2303004380	2303004729	2303004981	2303005372	2303005653	2303005936	2303006303
2303003962	2303004386	2303004735	2303004988	2303005379	2303005667	2303005940	2303006308
2303003968	2303004399	2303004736	2303004989	2303005387	2303005669	2303005941	2303006309
2303003969	2303004402	2303004737	2303004990	2303005402	2303005678	2303005943	2303006314
2303003971	2303004406	2303004741	2303005011	2303005403	2303005683	2303005944	2303006319
2303003982	2303004407	2303004744	2303005020	2303005404	2303005687	2303005948	2303006325
2303003984	2303004419	2303004752	2303005021	2303005405	2303005697	2303005954	2303006330
2303003986	2303004420	2303004756	2303005025	2303005406	2303005700	2303005955	2303006338
2303004005	2303004427	2303004758	2303005042	2303005412	2303005701	2303005956	2303006342
2303004014	2303004429	2303004769	2303005047	2303005415	2303005702	2303005962	2303006346
2303004015	2303004434	2303004770	2303005048	2303005416	2303005710	2303005976	2303006348
2303004016	2303004437	2303004791	2303005061	2303005417	2303005711	2303005981	2303006367
2303004022	2303004439	2303004795	2303005062	2303005421	2303005723	2303005983	2303006379
2303004029	2303004447	2303004797	2303005078	2303005432	2303005724	2303005984	2303006393
2303004034	2303004448	2303004800	2303005079	2303005433	2303005726	2303005990	2303006394
2303004035	2303004449	2303004802	2303005081	2303005437	2303005727	2303005991	2303006395
2303004043	2303004460	2303004804	2303005082	2303005440	2303005728	2303005995	2303006403
2303004047	2303004465	2303004805	2303005087	2303005441	2303005731	2303006000	2303006408
2303004049	2303004473	2303004806	2303005101	2303005448	2303005747	2303006007	2303006409
2303004051	2303004478	2303004807	2303005102	2303005460	2303005761	2303006008	2303006412
2303004070	2303004486	2303004812	2303005116	2303005462	2303005762	2303006009	2303006413
2303004088	2303004488	2303004820	2303005117	2303005469	2303005763	2303006015	2303006421
2303004089	2303004489	2303004828	2303005120	2303005470	2303005767	2303006016	2303006424
2303004095	2303004498	2303004834	2303005125	2303005471	2303005768	2303006038	2303006430
2303004110	2303004500	2303004838	2303005135	2303005473	2303005771	2303006055	2303006431
2303004112	2303004518	2303004845	2303005143	2303005475	2303005774	2303006059	2303006448
2303004122	2303004521	2303004859	2303005147	2303005476	2303005781	2303006061	2303006463

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2303006464	2303006732	2303007053	2303007391	2303007657	2303007944	2303008343	2303008657
2303006465	2303006733	2303007059	2303007395	2303007658	2303007949	2303008344	2303008659
2303006481	2303006740	2303007061	2303007399	2303007661	2303007956	2303008347	2303008667
2303006482	2303006744	2303007068	2303007400	2303007679	2303007957	2303008352	2303008668
2303006484	2303006751	2303007079	2303007407	2303007683	2303007960	2303008362	2303008669
2303006485	2303006765	2303007080	2303007408	2303007684	2303007961	2303008365	2303008670
2303006489	2303006766	2303007081	2303007409	2303007685	2303007965	2303008367	2303008671
2303006490	2303006781	2303007085	2303007426	2303007697	2303007974	2303008371	2303008692
2303006503	2303006782	2303007086	2303007427	2303007705	2303007978	2303008383	2303008696
2303006505	2303006799	2303007087	2303007429	2303007708	2303007980	2303008387	2303008698
2303006508	2303006805	2303007089	2303007430	2303007722	2303007982	2303008392	2303008703
2303006522	2303006806	2303007093	2303007434	2303007723	2303007983	2303008396	2303008704
2303006528	2303006820	2303007099	2303007435	2303007724	2303007984	2303008402	2303008708
2303006532	2303006826	2303007100	2303007449	2303007725	2303008024	2303008403	2303008710
2303006536	2303006832	2303007110	2303007454	2303007727	2303008033	2303008410	2303008720
2303006537	2303006840	2303007138	2303007455	2303007729	2303008040	2303008415	2303008730
2303006538	2303006841	2303007148	2303007458	2303007731	2303008062	2303008426	2303008731
2303006541	2303006842	2303007149	2303007459	2303007734	2303008063	2303008438	2303008732
2303006545	2303006845	2303007150	2303007464	2303007744	2303008068	2303008440	2303008735
2303006557	2303006849	2303007157	2303007486	2303007745	2303008075	2303008448	2303008738
2303006566	2303006851	2303007160	2303007495	2303007746	2303008076	2303008465	2303008744
2303006569	2303006857	2303007164	2303007496	2303007747	2303008080	2303008469	2303008749
2303006571	2303006858	2303007171	2303007503	2303007748	2303008082	2303008475	2303008751
2303006576	2303006869	2303007173	2303007507	2303007760	2303008085	2303008482	2303008758
2303006577	2303006872	2303007178	2303007514	2303007762	2303008093	2303008483	2303008764
2303006585	2303006889	2303007185	2303007515	2303007764	2303008114	2303008484	2303008765
2303006586	2303006890	2303007186	2303007516	2303007771	2303008119	2303008486	2303008769
2303006587	2303006906	2303007195	2303007517	2303007776	2303008120	2303008489	2303008773
2303006588	2303006913	2303007196	2303007522	2303007779	2303008121	2303008490	2303008775
2303006589	2303006918	2303007212	2303007528	2303007780	2303008130	2303008494	2303008779
2303006590	2303006920	2303007215	2303007530	2303007791	2303008132	2303008502	2303008781
2303006596	2303006921	2303007218	2303007531	2303007793	2303008146	2303008503	2303008791
2303006608	2303006924	2303007224	2303007533	2303007798	2303008151	2303008506	2303008801
2303006609	2303006930	2303007228	2303007539	2303007799	2303008161	2303008508	2303008802
2303006613	2303006931	2303007229	2303007557	2303007800	2303008162	2303008510	2303008826
2303006614	2303006932	2303007231	2303007558	2303007830	2303008163	2303008523	2303008827
2303006616	2303006935	2303007237	2303007559	2303007831	2303008164	2303008524	2303008836
2303006617	2303006936	2303007241	2303007561	2303007833	2303008165	2303008528	2303008841
2303006623	2303006942	2303007244	2303007571	2303007834	2303008188	2303008530	2303008842
2303006624	2303006949	2303007245	2303007572	2303007839	2303008190	2303008531	2303008843
2303006630	2303006953	2303007247	2303007577	2303007840	2303008199	2303008533	2303008844
2303006640	2303006967	2303007248	2303007583	2303007841	2303008200	2303008535	2303008846
2303006656	2303006968	2303007280	2303007584	2303007843	2303008206	2303008540	2303008850
2303006662	2303006972	2303007281	2303007596	2303007844	2303008213	2303008544	2303008856
2303006667	2303006975	2303007290	2303007599	2303007847	2303008217	2303008545	2303008860
2303006675	2303006976	2303007291	2303007601	2303007848	2303008218	2303008548	2303008861
2303006684	2303006984	2303007301	2303007602	2303007852	2303008227	2303008549	2303008864
2303006685	2303006985	2303007307	2303007612	2303007855	2303008234	2303008555	2303008872
2303006687	2303006986	2303007317	2303007613	2303007876	2303008255	2303008563	2303008873
2303006688	2303006995	2303007318	2303007617	2303007878	2303008258	2303008567	2303008874
2303006693	2303006998	2303007319	2303007618	2303007887	2303008259	2303008568	2303008877
2303006695	2303006999	2303007323	2303007620	2303007890	2303008265	2303008569	2303008899
2303006699	2303007001	2303007329	2303007621	2303007896	2303008270	2303008575	2303008902
2303006700	2303007016	2303007339	2303007628	2303007897	2303008276	2303008592	2303008903
2303006701	2303007028	2303007344	2303007629	2303007898	2303008286	2303008601	2303008908
2303006703	2303007029	2303007359	2303007637	2303007902	2303008287	2303008607	2303008910
2303006707	2303007030	2303007363	2303007642	2303007907	2303008304	2303008610	2303008916
2303006709	2303007036	2303007364	2303007643	2303007908	2303008306	2303008619	2303008922
2303006710	2303007040	2303007370	2303007644	2303007909	2303008309	2303008620	2303008939
2303006714	2303007043	2303007373	2303007647	2303007920	2303008318	2303008621	2303008947
2303006726	2303007044	2303007386	2303007653	2303007937	2303008320	2303008647	2303008949
2303006730	2303007047	2303007387	2303007656	2303007938	2303008339	2303008652	2303008951

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2303008967	2303009332	2303009615	2303009859	2303010216	2303010466	2303010749	2303011105
2303008969	2303009336	2303009617	2303009863	2303010219	2303010467	2303010750	2303011109
2303008986	2303009338	2303009620	2303009864	2303010224	2303010468	2303010769	2303011110
2303008989	2303009339	2303009622	2303009878	2303010237	2303010481	2303010778	2303011112
2303008993	2303009342	2303009626	2303009883	2303010240	2303010482	2303010790	2303011114
2303008994	2303009350	2303009628	2303009886	2303010248	2303010483	2303010793	2303011115
2303009000	2303009351	2303009630	2303009887	2303010249	2303010487	2303010808	2303011120
2303009015	2303009356	2303009631	2303009889	2303010253	2303010490	2303010811	2303011121
2303009022	2303009358	2303009633	2303009892	2303010260	2303010510	2303010816	2303011147
2303009035	2303009359	2303009639	2303009893	2303010266	2303010511	2303010817	2303011148
2303009036	2303009362	2303009646	2303009910	2303010267	2303010520	2303010830	2303011157
2303009040	2303009363	2303009649	2303009912	2303010271	2303010523	2303010831	2303011159
2303009050	2303009364	2303009651	2303009916	2303010273	2303010541	2303010833	2303011166
2303009057	2303009365	2303009654	2303009931	2303010274	2303010542	2303010841	2303011169
2303009058	2303009383	2303009660	2303009932	2303010275	2303010547	2303010843	2303011170
2303009059	2303009384	2303009663	2303009938	2303010281	2303010556	2303010863	2303011183
2303009062	2303009392	2303009666	2303009940	2303010292	2303010558	2303010865	2303011195
2303009073	2303009394	2303009670	2303009944	2303010293	2303010559	2303010869	2303011196
2303009079	2303009395	2303009675	2303009945	2303010298	2303010561	2303010872	2303011202
2303009084	2303009396	2303009676	2303009946	2303010301	2303010568	2303010874	2303011217
2303009090	2303009398	2303009681	2303009950	2303010308	2303010584	2303010875	2303011223
2303009118	2303009403	2303009682	2303009957	2303010309	2303010590	2303010877	2303011227
2303009126	2303009406	2303009683	2303009961	2303010310	2303010602	2303010895	2303011229
2303009138	2303009416	2303009695	2303009969	2303010320	2303010603	2303010899	2303011230
2303009141	2303009423	2303009696	2303009970	2303010322	2303010605	2303010913	2303011238
2303009144	2303009435	2303009703	2303009971	2303010323	2303010608	2303010918	2303011256
2303009147	2303009443	2303009711	2303009972	2303010326	2303010609	2303010919	2303011257
2303009150	2303009462	2303009712	2303009981	2303010340	2303010610	2303010925	2303011258
2303009151	2303009463	2303009728	2303009983	2303010341	2303010614	2303010926	2303011259
2303009152	2303009468	2303009735	2303009985	2303010342	2303010622	2303010927	2303011265
2303009153	2303009469	2303009740	2303009988	2303010344	2303010623	2303010954	2303011270
2303009155	2303009470	2303009742	2303009995	2303010352	2303010625	2303010956	2303011276
2303009161	2303009471	2303009755	2303009997	2303010355	2303010629	2303010958	2303011282
2303009162	2303009474	2303009757	2303010006	2303010356	2303010641	2303010962	2303011287
2303009173	2303009475	2303009759	2303010012	2303010357	2303010648	2303010972	2303011288
2303009175	2303009476	2303009761	2303010015	2303010359	2303010653	2303010974	2303011294
2303009177	2303009482	2303009762	2303010018	2303010361	2303010655	2303010975	2303011295
2303009179	2303009489	2303009763	2303010043	2303010369	2303010659	2303010976	2303011297
2303009184	2303009507	2303009767	2303010049	2303010370	2303010668	2303010983	2303011300
2303009187	2303009508	2303009791	2303010059	2303010375	2303010669	2303010984	2303011314
2303009195	2303009515	2303009795	2303010062	2303010389	2303010673	2303010993	2303011315
2303009197	2303009519	2303009796	2303010072	2303010391	2303010676	2303010996	2303011318
2303009198	2303009526	2303009798	2303010104	2303010392	2303010681	2303010997	2303011329
2303009203	2303009537	2303009799	2303010106	2303010396	2303010689	2303011009	2303011341
2303009207	2303009545	2303009803	2303010108	2303010397	2303010698	2303011011	2303011350
2303009208	2303009553	2303009818	2303010113	2303010398	2303010699	2303011023	2303011352
2303009211	2303009554	2303009820	2303010139	2303010402	2303010705	2303011025	2303011358
2303009214	2303009558	2303009821	2303010141	2303010403	2303010707	2303011043	2303011361
2303009216	2303009561	2303009824	2303010147	2303010404	2303010709	2303011045	2303011363
2303009230	2303009564	2303009825	2303010150	2303010405	2303010711	2303011056	2303011364
2303009231	2303009571	2303009826	2303010151	2303010406	2303010720	2303011066	2303011369
2303009251	2303009572	2303009828	2303010152	2303010413	2303010721	2303011068	2303011373
2303009255	2303009573	2303009829	2303010158	2303010415	2303010724	2303011075	2303011386
2303009257	2303009575	2303009830	2303010162	2303010418	2303010727	2303011076	2303011401
2303009266	2303009577	2303009831	2303010164	2303010423	2303010729	2303011082	2303011402
2303009268	2303009580	2303009832	2303010178	2303010425	2303010732	2303011085	2303011409
2303009272	2303009589	2303009841	2303010184	2303010426	2303010742	2303011086	2303011418
2303009273	2303009591	2303009842	2303010192	2303010427	2303010743	2303011087	2303011419
2303009280	2303009592	2303009845	2303010200	2303010450	2303010745	2303011089	2303011423
2303009286	2303009598	2303009853	2303010205	2303010451	2303010746	2303011092	2303011429
2303009301	2303009607	2303009855	2303010209	2303010456	2303010747	2303011093	2303011430
2303009325	2303009613	2303009857	2303010213	2303010463	2303010748	2303011096	2303011433

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2303011438	2303011776	2303012243	2303012568	2303012907	2303013228	2303013587	2303013894
2303011439	2303011779	2303012244	2303012574	2303012911	2303013232	2303013610	2303013899
2303011441	2303011780	2303012245	2303012575	2303012912	2303013233	2303013622	2303013908
2303011446	2303011781	2303012248	2303012586	2303012914	2303013240	2303013627	2303013909
2303011463	2303011789	2303012249	2303012588	2303012915	2303013241	2303013637	2303013911
2303011475	2303011793	2303012259	2303012607	2303012916	2303013250	2303013655	2303013923
2303011481	2303011795	2303012262	2303012627	2303012919	2303013269	2303013656	2303013929
2303011494	2303011796	2303012265	2303012629	2303012928	2303013272	2303013675	2303013930
2303011513	2303011800	2303012267	2303012638	2303012930	2303013276	2303013677	2303013932
2303011526	2303011819	2303012277	2303012639	2303012931	2303013277	2303013678	2303013935
2303011529	2303011820	2303012281	2303012655	2303012932	2303013283	2303013679	2303013942
2303011531	2303011823	2303012283	2303012656	2303012933	2303013284	2303013686	2303013946
2303011532	2303011824	2303012287	2303012657	2303012944	2303013286	2303013688	2303013957
2303011533	2303011825	2303012289	2303012660	2303012945	2303013296	2303013703	2303013958
2303011536	2303011829	2303012293	2303012662	2303012946	2303013305	2303013704	2303013969
2303011537	2303011830	2303012296	2303012666	2303012947	2303013307	2303013705	2303013971
2303011538	2303011835	2303012299	2303012668	2303012950	2303013324	2303013715	2303013972
2303011543	2303011848	2303012302	2303012670	2303012951	2303013325	2303013719	2303013980
2303011547	2303011849	2303012315	2303012675	2303012956	2303013343	2303013721	2303013983
2303011553	2303011853	2303012316	2303012679	2303012961	2303013344	2303013724	2303013986
2303011560	2303011855	2303012322	2303012684	2303012965	2303013345	2303013725	2303013987
2303011574	2303011862	2303012326	2303012692	2303012967	2303013346	2303013729	2303013994
2303011575	2303011864	2303012330	2303012693	2303012968	2303013354	2303013740	2303014000
2303011576	2303011871	2303012331	2303012704	2303012970	2303013357	2303013742	2303014006
2303011581	2303011885	2303012334	2303012716	2303012971	2303013360	2303013748	2303014012
2303011605	2303011891	2303012335	2303012725	2303012980	2303013368	2303013754	2303014028
2303011606	2303011892	2303012337	2303012728	2303012988	2303013369	2303013758	2303014029
2303011609	2303011893	2303012351	2303012734	2303012991	2303013381	2303013767	2303014034
2303011614	2303011907	2303012354	2303012759	2303012998	2303013383	2303013770	2303014038
2303011615	2303011912	2303012356	2303012769	2303013000	2303013385	2303013772	2303014041
2303011616	2303011913	2303012373	2303012772	2303013002	2303013397	2303013774	2303014044
2303011619	2303011918	2303012400	2303012774	2303013031	2303013398	2303013778	2303014047
2303011633	2303011923	2303012413	2303012787	2303013034	2303013419	2303013785	2303014064
2303011635	2303011928	2303012436	2303012792	2303013070	2303013426	2303013794	2303014071
2303011636	2303011931	2303012449	2303012798	2303013077	2303013427	2303013797	2303014080
2303011637	2303011935	2303012455	2303012799	2303013079	2303013429	2303013805	2303014082
2303011642	2303011937	2303012456	2303012800	2303013083	2303013430	2303013808	2303014084
2303011643	2303011941	2303012461	2303012811	2303013086	2303013434	2303013810	2303014089
2303011648	2303011943	2303012462	2303012812	2303013088	2303013436	2303013812	2303014091
2303011659	2303011954	2303012463	2303012815	2303013089	2303013439	2303013813	2303014093
2303011661	2303011981	2303012464	2303012819	2303013096	2303013441	2303013819	2303014094
2303011662	2303011987	2303012466	2303012820	2303013105	2303013452	2303013823	2303014097
2303011688	2303011990	2303012467	2303012822	2303013109	2303013455	2303013824	2303014108
2303011689	2303011993	2303012468	2303012824	2303013124	2303013456	2303013825	2303014124
2303011690	2303011996	2303012473	2303012829	2303013128	2303013457	2303013843	2303014134
2303011693	2303012003	2303012475	2303012832	2303013132	2303013468	2303013845	2303014136
2303011694	2303012014	2303012477	2303012833	2303013133	2303013469	2303013850	2303014139
2303011695	2303012022	2303012484	2303012849	2303013142	2303013470	2303013851	2303014145
2303011704	2303012026	2303012500	2303012854	2303013145	2303013484	2303013858	2303014147
2303011705	2303012028	2303012501	2303012855	2303013147	2303013489	2303013862	2303014148
2303011708	2303012029	2303012518	2303012856	2303013149	2303013492	2303013863	2303014149
2303011709	2303012045	2303012529	2303012862	2303013152	2303013493	2303013864	2303014152
2303011731	2303012046	2303012531	2303012863	2303013154	2303013502	2303013872	2303014154
2303011734	2303012049	2303012534	2303012865	2303013181	2303013510	2303013873	2303014155
2303011756	2303012216	2303012537	2303012872	2303013185	2303013512	2303013874	2303014156
2303011757	2303012219	2303012553	2303012882	2303013186	2303013515	2303013876	2303014157
2303011762	2303012222	2303012554	2303012883	2303013195	2303013516	2303013877	2303014166
2303011767	2303012228	2303012556	2303012893	2303013196	2303013532	2303013879	2303014173
2303011770	2303012229	2303012557	2303012894	2303013205	2303013534	2303013882	2303014174
2303011771	2303012239	2303012558	2303012895	2303013207	2303013552	2303013885	2303014180
2303011772	2303012241	2303012559	2303012896	2303013222	2303013568	2303013890	2303014188
2303011775	2303012242	2303012564	2303012901	2303013227	2303013586	2303013892	2303014198

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2303014204	2303014546	2303014826	2303015128	2303015412	2303015712	2303016025	2303016332
2303014205	2303014547	2303014835	2303015129	2303015423	2303015715	2303016033	2303016334
2303014207	2303014552	2303014836	2303015134	2303015428	2303015730	2303016034	2303016335
2303014217	2303014556	2303014837	2303015135	2303015429	2303015731	2303016036	2303016336
2303014218	2303014562	2303014849	2303015136	2303015430	2303015737	2303016041	2303016337
2303014222	2303014566	2303014870	2303015137	2303015438	2303015742	2303016042	2303016340
2303014227	2303014568	2303014873	2303015139	2303015443	2303015746	2303016044	2303016345
2303014230	2303014569	2303014878	2303015140	2303015448	2303015750	2303016055	2303016348
2303014237	2303014570	2303014879	2303015141	2303015467	2303015756	2303016056	2303016350
2303014238	2303014571	2303014882	2303015143	2303015475	2303015757	2303016064	2303016362
2303014242	2303014572	2303014884	2303015144	2303015477	2303015777	2303016073	2303016386
2303014243	2303014574	2303014893	2303015146	2303015482	2303015779	2303016076	2303016398
2303014247	2303014582	2303014894	2303015147	2303015483	2303015780	2303016077	2303016401
2303014257	2303014586	2303014895	2303015151	2303015490	2303015787	2303016085	2303016404
2303014258	2303014588	2303014904	2303015153	2303015496	2303015795	2303016091	2303016405
2303014262	2303014590	2303014905	2303015159	2303015498	2303015819	2303016092	2303016408
2303014263	2303014591	2303014906	2303015161	2303015501	2303015827	2303016093	2303016410
2303014264	2303014596	2303014928	2303015162	2303015502	2303015839	2303016094	2303016412
2303014267	2303014597	2303014936	2303015166	2303015504	2303015840	2303016104	2303016415
2303014268	2303014601	2303014939	2303015168	2303015506	2303015844	2303016106	2303016416
2303014280	2303014602	2303014940	2303015169	2303015507	2303015854	2303016108	2303016417
2303014282	2303014605	2303014941	2303015170	2303015541	2303015859	2303016118	2303016418
2303014292	2303014607	2303014946	2303015173	2303015547	2303015873	2303016121	2303016423
2303014303	2303014609	2303014947	2303015174	2303015551	2303015875	2303016129	2303016427
2303014306	2303014613	2303014948	2303015175	2303015553	2303015876	2303016130	2303016433
2303014308	2303014624	2303014961	2303015178	2303015558	2303015879	2303016132	2303016436
2303014310	2303014642	2303014967	2303015185	2303015562	2303015880	2303016145	2303016447
2303014315	2303014650	2303014971	2303015186	2303015564	2303015893	2303016153	2303016452
2303014322	2303014652	2303014972	2303015190	2303015587	2303015899	2303016154	2303016457
2303014323	2303014654	2303014976	2303015191	2303015592	2303015920	2303016156	2303016461
2303014328	2303014657	2303014977	2303015192	2303015597	2303015945	2303016158	2303016466
2303014331	2303014658	2303014978	2303015193	2303015598	2303015946	2303016159	2303016472
2303014332	2303014679	2303014986	2303015194	2303015599	2303015949	2303016165	2303016474
2303014333	2303014685	2303014987	2303015195	2303015600	2303015950	2303016175	2303016489
2303014335	2303014697	2303014992	2303015214	2303015601	2303015952	2303016176	2303016497
2303014341	2303014700	2303014995	2303015237	2303015603	2303015956	2303016179	2303016500
2303014346	2303014708	2303015002	2303015238	2303015612	2303015957	2303016183	2303016511
2303014369	2303014709	2303015019	2303015244	2303015617	2303015958	2303016185	2303016512
2303014377	2303014711	2303015020	2303015246	2303015618	2303015959	2303016189	2303016513
2303014379	2303014718	2303015021	2303015252	2303015624	2303015963	2303016190	2303016517
2303014380	2303014719	2303015023	2303015255	2303015625	2303015967	2303016192	2303016518
2303014384	2303014722	2303015039	2303015256	2303015628	2303015968	2303016197	2303016520
2303014389	2303014728	2303015040	2303015271	2303015631	2303015970	2303016207	2303016525
2303014395	2303014730	2303015041	2303015277	2303015633	2303015971	2303016214	2303016527
2303014397	2303014732	2303015046	2303015283	2303015634	2303015972	2303016215	2303016543
2303014399	2303014733	2303015053	2303015289	2303015645	2303015973	2303016216	2303016544
2303014400	2303014736	2303015054	2303015300	2303015646	2303015979	2303016221	2303016553
2303014405	2303014738	2303015068	2303015305	2303015647	2303015980	2303016222	2303016554
2303014411	2303014741	2303015076	2303015306	2303015651	2303015981	2303016223	2303016560
2303014412	2303014742	2303015077	2303015323	2303015668	2303015982	2303016224	2303016573
2303014413	2303014743	2303015078	2303015336	2303015671	2303015985	2303016226	2303016574
2303014417	2303014744	2303015083	2303015341	2303015678	2303015986	2303016251	2303016575
2303014442	2303014745	2303015084	2303015351	2303015679	2303016002	2303016252	2303016582
2303014443	2303014747	2303015085	2303015356	2303015682	2303016003	2303016274	2303016584
2303014444	2303014768	2303015086	2303015364	2303015683	2303016006	2303016275	2303016588
2303014446	2303014769	2303015087	2303015365	2303015684	2303016007	2303016281	2303016592
2303014462	2303014782	2303015088	2303015366	2303015685	2303016008	2303016285	2303016605
2303014483	2303014802	2303015096	2303015369	2303015693	2303016011	2303016286	2303016608
2303014506	2303014805	2303015102	2303015375	2303015695	2303016012	2303016312	2303016610
2303014507	2303014808	2303015108	2303015391	2303015701	2303016013	2303016313	2303016613
2303014508	2303014810	2303015109	2303015399	2303015704	2303016014	2303016326	2303016615
2303014512	2303014822	2303015127	2303015410	2303015705	2303016018	2303016330	2303016648

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2303016649	2303016970	2303017312	2303017585	2303017824	2303018203	2303018473	2303018816
2303016669	2303016976	2303017315	2303017608	2303017825	2303018211	2303018478	2303018817
2303016670	2303016977	2303017316	2303017609	2303017827	2303018214	2303018482	2303018821
2303016671	2303016978	2303017317	2303017612	2303017828	2303018223	2303018489	2303018822
2303016674	2303016984	2303017330	2303017613	2303017830	2303018225	2303018491	2303018827
2303016675	2303016990	2303017335	2303017615	2303017836	2303018239	2303018492	2303018829
2303016676	2303016992	2303017340	2303017621	2303017837	2303018247	2303018493	2303018832
2303016677	2303016999	2303017341	2303017622	2303017839	2303018248	2303018498	2303018837
2303016684	2303017000	2303017351	2303017627	2303017842	2303018250	2303018502	2303018842
2303016697	2303017004	2303017355	2303017639	2303017849	2303018252	2303018503	2303018843
2303016701	2303017005	2303017357	2303017643	2303017851	2303018253	2303018515	2303018855
2303016702	2303017007	2303017359	2303017644	2303017857	2303018254	2303018518	2303018856
2303016703	2303017016	2303017361	2303017650	2303017859	2303018255	2303018519	2303018867
2303016704	2303017020	2303017362	2303017652	2303017863	2303018273	2303018522	2303018874
2303016712	2303017024	2303017369	2303017654	2303017864	2303018292	2303018532	2303018876
2303016720	2303017027	2303017377	2303017660	2303017872	2303018293	2303018540	2303018889
2303016738	2303017033	2303017392	2303017667	2303017882	2303018294	2303018541	2303018891
2303016745	2303017039	2303017393	2303017668	2303017883	2303018296	2303018544	2303018892
2303016747	2303017040	2303017397	2303017669	2303017884	2303018298	2303018545	2303018893
2303016749	2303017041	2303017400	2303017670	2303017886	2303018304	2303018546	2303018913
2303016751	2303017048	2303017405	2303017671	2303017891	2303018319	2303018549	2303018915
2303016757	2303017050	2303017408	2303017674	2303017892	2303018331	2303018550	2303018916
2303016758	2303017056	2303017409	2303017681	2303017894	2303018334	2303018557	2303018932
2303016769	2303017063	2303017414	2303017682	2303017913	2303018335	2303018558	2303018933
2303016770	2303017077	2303017420	2303017688	2303017927	2303018337	2303018570	2303018936
2303016779	2303017080	2303017421	2303017701	2303017931	2303018338	2303018571	2303018937
2303016783	2303017085	2303017434	2303017703	2303017950	2303018341	2303018576	2303018938
2303016809	2303017088	2303017436	2303017705	2303017952	2303018342	2303018585	2303018939
2303016810	2303017106	2303017439	2303017712	2303017970	2303018343	2303018598	2303018940
2303016813	2303017109	2303017441	2303017716	2303017971	2303018349	2303018599	2303018943
2303016819	2303017113	2303017442	2303017718	2303017973	2303018353	2303018600	2303018952
2303016831	2303017130	2303017443	2303017724	2303017974	2303018375	2303018605	2303018954
2303016835	2303017131	2303017445	2303017725	2303017976	2303018376	2303018607	2303018955
2303016841	2303017132	2303017446	2303017726	2303017984	2303018379	2303018611	2303018959
2303016842	2303017134	2303017450	2303017735	2303018003	2303018380	2303018613	2303018965
2303016843	2303017140	2303017458	2303017736	2303018004	2303018381	2303018619	2303018970
2303016844	2303017158	2303017462	2303017737	2303018006	2303018382	2303018624	2303018975
2303016847	2303017162	2303017464	2303017739	2303018011	2303018384	2303018630	2303018978
2303016854	2303017163	2303017473	2303017742	2303018013	2303018386	2303018631	2303018980
2303016858	2303017164	2303017478	2303017743	2303018034	2303018399	2303018642	2303018989
2303016859	2303017173	2303017496	2303017744	2303018035	2303018416	2303018647	2303018997
2303016860	2303017178	2303017497	2303017746	2303018039	2303018419	2303018675	2303019003
2303016878	2303017195	2303017500	2303017750	2303018047	2303018422	2303018679	2303019004
2303016880	2303017196	2303017519	2303017759	2303018050	2303018427	2303018688	2303019008
2303016888	2303017197	2303017520	2303017761	2303018053	2303018431	2303018690	2303019011
2303016889	2303017203	2303017521	2303017768	2303018080	2303018432	2303018691	2303019013
2303016891	2303017210	2303017522	2303017772	2303018085	2303018433	2303018702	2303019018
2303016892	2303017228	2303017523	2303017774	2303018086	2303018434	2303018703	2303019024
2303016906	2303017241	2303017524	2303017775	2303018087	2303018435	2303018704	2303019033
2303016919	2303017244	2303017527	2303017780	2303018092	2303018436	2303018705	2303019040
2303016920	2303017251	2303017528	2303017783	2303018128	2303018439	2303018706	2303019046
2303016921	2303017255	2303017529	2303017784	2303018135	2303018444	2303018718	2303019048
2303016922	2303017256	2303017534	2303017788	2303018140	2303018450	2303018719	2303019058
2303016929	2303017258	2303017535	2303017789	2303018146	2303018454	2303018732	2303019060
2303016930	2303017260	2303017536	2303017790	2303018149	2303018456	2303018733	2303019061
2303016931	2303017266	2303017547	2303017791	2303018153	2303018457	2303018741	2303019062
2303016934	2303017274	2303017549	2303017792	2303018171	2303018458	2303018750	2303019063
2303016937	2303017288	2303017562	2303017798	2303018182	2303018461	2303018771	2303019066
2303016941	2303017291	2303017567	2303017803	2303018186	2303018462	2303018772	2303019067
2303016953	2303017292	2303017571	2303017806	2303018187	2303018464	2303018774	2303019078
2303016959	2303017293	2303017574	2303017807	2303018188	2303018465	2303018780	2303019083
2303016960	2303017299	2303017584	2303017808	2303018199	2303018467	2303018784	2303019094

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2303019096	2303019342	2303019674	2303019991	2303020250	2303020571	2303020856	2303021173
2303019097	2303019345	2303019681	2303019994	2303020252	2303020578	2303020859	2303021184
2303019105	2303019349	2303019684	2303019996	2303020255	2303020580	2303020864	2303021187
2303019120	2303019350	2303019685	2303019997	2303020261	2303020581	2303020889	2303021188
2303019126	2303019351	2303019688	2303020000	2303020264	2303020585	2303020890	2303021196
2303019127	2303019357	2303019689	2303020010	2303020270	2303020591	2303020891	2303021197
2303019130	2303019362	2303019695	2303020012	2303020276	2303020602	2303020902	2303021198
2303019133	2303019367	2303019698	2303020015	2303020277	2303020609	2303020903	2303021209
2303019134	2303019368	2303019707	2303020025	2303020280	2303020612	2303020906	2303021216
2303019136	2303019403	2303019728	2303020029	2303020282	2303020613	2303020923	2303021219
2303019137	2303019407	2303019731	2303020032	2303020286	2303020617	2303020925	2303021222
2303019144	2303019412	2303019735	2303020040	2303020290	2303020625	2303020926	2303021224
2303019147	2303019416	2303019736	2303020043	2303020294	2303020631	2303020927	2303021233
2303019148	2303019429	2303019742	2303020048	2303020296	2303020634	2303020928	2303021234
2303019149	2303019434	2303019746	2303020050	2303020298	2303020641	2303020932	2303021242
2303019152	2303019443	2303019747	2303020063	2303020308	2303020652	2303020933	2303021257
2303019154	2303019450	2303019748	2303020066	2303020312	2303020656	2303020934	2303021258
2303019157	2303019464	2303019753	2303020067	2303020313	2303020658	2303020937	2303021262
2303019169	2303019470	2303019754	2303020069	2303020328	2303020659	2303020942	2303021263
2303019172	2303019472	2303019758	2303020071	2303020334	2303020670	2303020945	2303021266
2303019173	2303019479	2303019777	2303020082	2303020340	2303020671	2303020949	2303021270
2303019184	2303019480	2303019782	2303020083	2303020341	2303020672	2303020955	2303021272
2303019188	2303019486	2303019786	2303020084	2303020342	2303020687	2303020957	2303021275
2303019189	2303019495	2303019793	2303020085	2303020345	2303020688	2303020958	2303021276
2303019192	2303019496	2303019796	2303020086	2303020353	2303020691	2303020959	2303021279
2303019196	2303019497	2303019803	2303020089	2303020354	2303020698	2303020963	2303021280
2303019197	2303019499	2303019804	2303020099	2303020357	2303020699	2303020971	2303021286
2303019198	2303019500	2303019817	2303020100	2303020358	2303020704	2303020978	2303021297
2303019199	2303019506	2303019818	2303020103	2303020367	2303020717	2303020983	2303021299
2303019200	2303019516	2303019826	2303020105	2303020373	2303020726	2303020984	2303021300
2303019205	2303019523	2303019831	2303020110	2303020383	2303020727	2303020989	2303021304
2303019210	2303019525	2303019832	2303020117	2303020384	2303020728	2303021002	2303021307
2303019227	2303019527	2303019833	2303020123	2303020391	2303020731	2303021005	2303021308
2303019230	2303019536	2303019834	2303020130	2303020392	2303020732	2303021007	2303021309
2303019231	2303019538	2303019835	2303020146	2303020393	2303020733	2303021012	2303021310
2303019232	2303019550	2303019852	2303020153	2303020400	2303020734	2303021016	2303021319
2303019238	2303019553	2303019853	2303020154	2303020402	2303020737	2303021017	2303021320
2303019241	2303019555	2303019858	2303020157	2303020417	2303020738	2303021024	2303021326
2303019243	2303019559	2303019863	2303020159	2303020418	2303020754	2303021035	2303021327
2303019244	2303019561	2303019865	2303020160	2303020419	2303020755	2303021063	2303021336
2303019245	2303019577	2303019867	2303020161	2303020420	2303020759	2303021068	2303021337
2303019248	2303019580	2303019868	2303020163	2303020421	2303020761	2303021069	2303021338
2303019256	2303019582	2303019869	2303020180	2303020435	2303020762	2303021071	2303021344
2303019257	2303019594	2303019871	2303020189	2303020437	2303020763	2303021072	2303021358
2303019266	2303019603	2303019872	2303020193	2303020452	2303020768	2303021074	2303021370
2303019278	2303019611	2303019879	2303020194	2303020453	2303020769	2303021089	2303021373
2303019279	2303019613	2303019882	2303020202	2303020466	2303020774	2303021093	2303021374
2303019281	2303019614	2303019883	2303020209	2303020467	2303020780	2303021094	2303021383
2303019288	2303019624	2303019891	2303020214	2303020471	2303020782	2303021095	2303021386
2303019298	2303019625	2303019899	2303020215	2303020472	2303020784	2303021101	2303021399
2303019299	2303019626	2303019902	2303020217	2303020473	2303020788	2303021113	2303021401
2303019301	2303019633	2303019903	2303020218	2303020475	2303020790	2303021115	2303021408
2303019303	2303019639	2303019905	2303020220	2303020476	2303020791	2303021129	2303021413
2303019305	2303019643	2303019919	2303020227	2303020490	2303020803	2303021135	2303021415
2303019308	2303019645	2303019957	2303020233	2303020494	2303020809	2303021137	2303021422
2303019310	2303019657	2303019958	2303020234	2303020507	2303020810	2303021138	2303021423
2303019311	2303019658	2303019963	2303020238	2303020510	2303020811	2303021141	2303021424
2303019313	2303019659	2303019965	2303020241	2303020518	2303020822	2303021152	2303021429
2303019314	2303019663	2303019977	2303020242	2303020527	2303020833	2303021167	2303021430
2303019323	2303019668	2303019978	2303020244	2303020531	2303020843	2303021168	2303021448
2303019324	2303019670	2303019985	2303020246	2303020537	2303020846	2303021170	2303021461
2303019325	2303019672	2303019986	2303020247	2303020558	2303020855	2303021172	2303021463

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2303021464	2303021762	2303022049	2303022331	2303022639	2303022947	2303023202	2303023533
2303021469	2303021767	2303022055	2303022334	2303022642	2303022948	2303023203	2303023540
2303021474	2303021770	2303022058	2303022348	2303022646	2303022949	2303023205	2303023551
2303021475	2303021771	2303022061	2303022349	2303022653	2303022950	2303023207	2303023552
2303021480	2303021772	2303022063	2303022350	2303022662	2303022953	2303023211	2303023556
2303021481	2303021781	2303022065	2303022352	2303022667	2303022954	2303023225	2303023557
2303021482	2303021789	2303022085	2303022354	2303022674	2303022956	2303023230	2303023561
2303021488	2303021793	2303022095	2303022360	2303022694	2303022957	2303023231	2303023562
2303021501	2303021799	2303022109	2303022364	2303022702	2303022960	2303023243	2303023564
2303021502	2303021808	2303022110	2303022366	2303022703	2303022962	2303023252	2303023565
2303021519	2303021810	2303022111	2303022371	2303022704	2303022964	2303023253	2303023569
2303021520	2303021811	2303022112	2303022381	2303022705	2303022965	2303023276	2303023574
2303021526	2303021826	2303022116	2303022383	2303022708	2303022967	2303023279	2303023576
2303021528	2303021828	2303022121	2303022385	2303022716	2303022969	2303023281	2303023577
2303021536	2303021837	2303022125	2303022386	2303022723	2303022974	2303023288	2303023578
2303021538	2303021839	2303022126	2303022388	2303022724	2303022975	2303023300	2303023595
2303021543	2303021840	2303022128	2303022389	2303022744	2303022980	2303023309	2303023609
2303021547	2303021841	2303022129	2303022391	2303022745	2303022981	2303023313	2303023610
2303021548	2303021846	2303022136	2303022394	2303022748	2303022982	2303023314	2303023611
2303021549	2303021863	2303022153	2303022396	2303022763	2303022983	2303023319	2303023613
2303021560	2303021864	2303022172	2303022398	2303022764	2303022985	2303023321	2303023614
2303021561	2303021867	2303022173	2303022405	2303022765	2303022986	2303023322	2303023617
2303021566	2303021868	2303022175	2303022406	2303022781	2303022987	2303023336	2303023618
2303021579	2303021870	2303022176	2303022408	2303022782	2303022988	2303023337	2303023620
2303021584	2303021873	2303022186	2303022419	2303022783	2303022990	2303023341	2303023621
2303021590	2303021875	2303022187	2303022421	2303022784	2303022995	2303023346	2303023622
2303021612	2303021877	2303022188	2303022442	2303022785	2303023021	2303023348	2303023623
2303021614	2303021878	2303022193	2303022443	2303022790	2303023029	2303023358	2303023626
2303021616	2303021884	2303022194	2303022463	2303022791	2303023033	2303023361	2303023629
2303021631	2303021886	2303022195	2303022465	2303022797	2303023040	2303023369	2303023632
2303021632	2303021887	2303022197	2303022466	2303022799	2303023049	2303023373	2303023646
2303021641	2303021889	2303022198	2303022478	2303022800	2303023050	2303023377	2303023656
2303021644	2303021890	2303022206	2303022479	2303022802	2303023052	2303023386	2303023657
2303021649	2303021891	2303022207	2303022480	2303022810	2303023056	2303023387	2303023660
2303021652	2303021892	2303022209	2303022490	2303022817	2303023060	2303023396	2303023663
2303021655	2303021893	2303022210	2303022494	2303022819	2303023062	2303023397	2303023665
2303021659	2303021895	2303022213	2303022495	2303022827	2303023064	2303023406	2303023666
2303021660	2303021896	2303022214	2303022499	2303022832	2303023065	2303023408	2303023669
2303021661	2303021910	2303022215	2303022500	2303022850	2303023080	2303023410	2303023674
2303021662	2303021911	2303022216	2303022502	2303022851	2303023084	2303023414	2303023675
2303021674	2303021926	2303022220	2303022508	2303022854	2303023086	2303023421	2303023678
2303021678	2303021938	2303022223	2303022517	2303022856	2303023096	2303023429	2303023686
2303021680	2303021957	2303022227	2303022519	2303022862	2303023098	2303023431	2303023694
2303021685	2303021959	2303022228	2303022521	2303022865	2303023104	2303023432	2303023701
2303021688	2303021974	2303022231	2303022550	2303022871	2303023107	2303023436	2303023702
2303021691	2303021976	2303022232	2303022559	2303022873	2303023117	2303023437	2303023703
2303021696	2303021990	2303022234	2303022561	2303022888	2303023120	2303023439	2303023709
2303021699	2303021993	2303022238	2303022562	2303022890	2303023121	2303023443	2303023712
2303021702	2303021999	2303022252	2303022563	2303022892	2303023142	2303023451	2303023716
2303021703	2303022002	2303022259	2303022573	2303022898	2303023146	2303023456	2303023722
2303021704	2303022010	2303022260	2303022574	2303022899	2303023147	2303023459	2303023723
2303021706	2303022015	2303022281	2303022575	2303022901	2303023148	2303023460	2303023726
2303021709	2303022016	2303022296	2303022576	2303022904	2303023155	2303023464	2303023742
2303021710	2303022018	2303022297	2303022578	2303022908	2303023157	2303023475	2303023745
2303021711	2303022019	2303022299	2303022581	2303022909	2303023159	2303023476	2303023748
2303021712	2303022022	2303022303	2303022583	2303022910	2303023169	2303023481	2303023760
2303021713	2303022026	2303022304	2303022584	2303022911	2303023177	2303023482	2303023764
2303021715	2303022027	2303022306	2303022585	2303022918	2303023179	2303023503	2303023772
2303021729	2303022028	2303022309	2303022593	2303022926	2303023180	2303023504	2303023776
2303021732	2303022029	2303022311	2303022598	2303022933	2303023193	2303023505	2303023781
2303021741	2303022030	2303022312	2303022607	2303022943	2303023195	2303023508	2303023784
2303021743	2303022041	2303022328	2303022627	2303022945	2303023198	2303023529	2303023786

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2303023787	2303024121	2303024462	2303024850	2303025175	2303025368	2303025654	2303025935
2303023798	2303024125	2303024466	2303024855	2303025176	2303025393	2303025657	2303025942
2303023799	2303024126	2303024467	2303024859	2303025181	2303025395	2303025658	2303025946
2303023800	2303024130	2303024483	2303024861	2303025184	2303025396	2303025661	2303025968
2303023801	2303024137	2303024484	2303024862	2303025191	2303025397	2303025666	2303025973
2303023810	2303024138	2303024488	2303024863	2303025194	2303025400	2303025667	2303025974
2303023818	2303024143	2303024489	2303024866	2303025200	2303025401	2303025668	2303025982
2303023823	2303024145	2303024496	2303024878	2303025203	2303025407	2303025669	2303025989
2303023825	2303024146	2303024510	2303024893	2303025205	2303025416	2303025670	2303025993
2303023842	2303024149	2303024511	2303024894	2303025207	2303025417	2303025671	2303025995
2303023858	2303024155	2303024513	2303024895	2303025209	2303025422	2303025686	2303025997
2303023861	2303024156	2303024517	2303024904	2303025210	2303025423	2303025689	2303026004
2303023862	2303024157	2303024518	2303024905	2303025214	2303025428	2303025706	2303026005
2303023865	2303024166	2303024525	2303024906	2303025219	2303025434	2303025707	2303026016
2303023866	2303024168	2303024542	2303024909	2303025223	2303025445	2303025711	2303026018
2303023867	2303024172	2303024547	2303024918	2303025225	2303025446	2303025717	2303026019
2303023869	2303024184	2303024553	2303024930	2303025228	2303025450	2303025721	2303026020
2303023871	2303024197	2303024554	2303024932	2303025233	2303025460	2303025722	2303026025
2303023884	2303024206	2303024570	2303024942	2303025237	2303025461	2303025724	2303026028
2303023893	2303024207	2303024572	2303024951	2303025238	2303025467	2303025728	2303026033
2303023894	2303024212	2303024587	2303024965	2303025246	2303025470	2303025731	2303026036
2303023896	2303024213	2303024618	2303024966	2303025248	2303025475	2303025732	2303026037
2303023903	2303024214	2303024625	2303024971	2303025255	2303025480	2303025733	2303026038
2303023906	2303024217	2303024635	2303024987	2303025256	2303025485	2303025744	2303026045
2303023917	2303024218	2303024636	2303024990	2303025259	2303025486	2303025748	2303026046
2303023926	2303024221	2303024647	2303024993	2303025266	2303025487	2303025749	2303026047
2303023928	2303024224	2303024648	2303024994	2303025273	2303025493	2303025755	2303026048
2303023931	2303024230	2303024661	2303024995	2303025275	2303025496	2303025759	2303026049
2303023933	2303024233	2303024678	2303025005	2303025276	2303025501	2303025760	2303026052
2303023951	2303024234	2303024682	2303025006	2303025277	2303025502	2303025761	2303026055
2303023957	2303024254	2303024684	2303025007	2303025279	2303025504	2303025762	2303026072
2303023968	2303024255	2303024687	2303025010	2303025280	2303025505	2303025763	2303026081
2303023969	2303024276	2303024699	2303025017	2303025281	2303025506	2303025766	2303026089
2303023978	2303024281	2303024708	2303025021	2303025297	2303025507	2303025767	2303026093
2303023981	2303024298	2303024710	2303025024	2303025298	2303025510	2303025768	2303026094
2303023982	2303024309	2303024723	2303025025	2303025302	2303025511	2303025776	2303026095
2303023984	2303024312	2303024724	2303025029	2303025304	2303025516	2303025785	2303026099
2303023986	2303024317	2303024728	2303025030	2303025305	2303025527	2303025786	2303026100
2303023987	2303024343	2303024729	2303025032	2303025306	2303025535	2303025788	2303026101
2303023992	2303024344	2303024730	2303025033	2303025311	2303025537	2303025809	2303026108
2303024001	2303024347	2303024732	2303025037	2303025312	2303025541	2303025811	2303026113
2303024006	2303024349	2303024739	2303025038	2303025313	2303025544	2303025818	2303026126
2303024009	2303024351	2303024742	2303025049	2303025314	2303025546	2303025819	2303026137
2303024015	2303024353	2303024743	2303025059	2303025317	2303025549	2303025827	2303026138
2303024017	2303024355	2303024744	2303025063	2303025320	2303025554	2303025828	2303026140
2303024026	2303024357	2303024750	2303025067	2303025321	2303025559	2303025830	2303026147
2303024027	2303024359	2303024759	2303025082	2303025322	2303025564	2303025831	2303026148
2303024031	2303024371	2303024762	2303025084	2303025323	2303025566	2303025835	2303026150
2303024034	2303024379	2303024763	2303025085	2303025324	2303025573	2303025836	2303026151
2303024048	2303024381	2303024775	2303025086	2303025325	2303025576	2303025843	2303026152
2303024054	2303024382	2303024778	2303025101	2303025326	2303025583	2303025844	2303026155
2303024060	2303024383	2303024781	2303025102	2303025333	2303025588	2303025845	2303026156
2303024068	2303024398	2303024787	2303025104	2303025334	2303025589	2303025864	2303026164
2303024071	2303024427	2303024791	2303025107	2303025335	2303025590	2303025890	2303026165
2303024077	2303024428	2303024804	2303025112	2303025347	2303025610	2303025893	2303026166
2303024089	2303024429	2303024805	2303025116	2303025349	2303025624	2303025900	2303026167
2303024093	2303024438	2303024810	2303025144	2303025351	2303025639	2303025901	2303026168
2303024101	2303024442	2303024811	2303025145	2303025352	2303025640	2303025908	2303026169
2303024102	2303024450	2303024823	2303025148	2303025353	2303025645	2303025910	2303026171
2303024104	2303024454	2303024829	2303025150	2303025357	2303025646	2303025921	2303026175
2303024106	2303024459	2303024830	2303025155	2303025360	2303025651	2303025928	2303026176
2303024118	2303024461	2303024832	2303025156	2303025367	2303025653	2303025934	2303026177

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2303026180	2303026505	2303026801	2303027175	2303027477	2303027707	2303028054	2303028326
2303026181	2303026511	2303026805	2303027176	2303027480	2303027714	2303028058	2303028327
2303026182	2303026514	2303026807	2303027177	2303027485	2303027715	2303028067	2303028332
2303026188	2303026516	2303026810	2303027191	2303027490	2303027725	2303028076	2303028336
2303026189	2303026517	2303026818	2303027196	2303027498	2303027726	2303028077	2303028340
2303026190	2303026518	2303026822	2303027201	2303027499	2303027727	2303028079	2303028342
2303026198	2303026527	2303026827	2303027202	2303027503	2303027738	2303028080	2303028345
2303026202	2303026532	2303026829	2303027204	2303027504	2303027760	2303028081	2303028346
2303026203	2303026534	2303026831	2303027210	2303027505	2303027761	2303028084	2303028352
2303026206	2303026535	2303026842	2303027215	2303027507	2303027762	2303028086	2303028353
2303026208	2303026538	2303026843	2303027224	2303027508	2303027765	2303028090	2303028354
2303026223	2303026540	2303026845	2303027229	2303027509	2303027772	2303028093	2303028365
2303026233	2303026554	2303026855	2303027230	2303027510	2303027773	2303028098	2303028367
2303026246	2303026558	2303026858	2303027244	2303027516	2303027776	2303028099	2303028368
2303026247	2303026565	2303026859	2303027252	2303027517	2303027777	2303028100	2303028373
2303026257	2303026577	2303026876	2303027257	2303027518	2303027779	2303028101	2303028387
2303026262	2303026578	2303026884	2303027258	2303027519	2303027780	2303028118	2303028388
2303026265	2303026582	2303026898	2303027264	2303027532	2303027781	2303028119	2303028390
2303026266	2303026586	2303026900	2303027265	2303027533	2303027784	2303028120	2303028392
2303026279	2303026587	2303026901	2303027266	2303027537	2303027788	2303028123	2303028395
2303026280	2303026600	2303026905	2303027270	2303027538	2303027801	2303028129	2303028398
2303026282	2303026609	2303026918	2303027302	2303027544	2303027807	2303028130	2303028401
2303026289	2303026614	2303026920	2303027303	2303027551	2303027818	2303028132	2303028403
2303026305	2303026617	2303026926	2303027307	2303027554	2303027825	2303028141	2303028404
2303026309	2303026618	2303026931	2303027309	2303027555	2303027827	2303028147	2303028405
2303026310	2303026622	2303026962	2303027311	2303027556	2303027828	2303028151	2303028406
2303026312	2303026623	2303026963	2303027312	2303027577	2303027853	2303028152	2303028407
2303026313	2303026643	2303026964	2303027317	2303027583	2303027854	2303028159	2303028408
2303026314	2303026644	2303026974	2303027323	2303027585	2303027863	2303028166	2303028415
2303026315	2303026645	2303026993	2303027326	2303027586	2303027864	2303028169	2303028416
2303026324	2303026648	2303026994	2303027332	2303027588	2303027894	2303028170	2303028423
2303026327	2303026650	2303026995	2303027338	2303027591	2303027896	2303028173	2303028431
2303026339	2303026655	2303026999	2303027342	2303027602	2303027899	2303028174	2303028444
2303026342	2303026670	2303027004	2303027343	2303027614	2303027901	2303028179	2303028445
2303026346	2303026672	2303027011	2303027349	2303027626	2303027927	2303028196	2303028450
2303026349	2303026676	2303027016	2303027350	2303027631	2303027930	2303028199	2303028455
2303026351	2303026677	2303027019	2303027352	2303027637	2303027933	2303028204	2303028461
2303026353	2303026678	2303027028	2303027354	2303027638	2303027940	2303028206	2303028463
2303026358	2303026686	2303027034	2303027355	2303027639	2303027953	2303028236	2303028467
2303026365	2303026691	2303027043	2303027377	2303027644	2303027954	2303028241	2303028468
2303026381	2303026693	2303027044	2303027381	2303027646	2303027972	2303028246	2303028469
2303026396	2303026694	2303027066	2303027383	2303027647	2303027973	2303028247	2303028470
2303026397	2303026695	2303027070	2303027385	2303027648	2303027975	2303028248	2303028479
2303026406	2303026696	2303027074	2303027395	2303027649	2303027976	2303028249	2303028483
2303026407	2303026704	2303027089	2303027396	2303027650	2303027982	2303028250	2303028484
2303026410	2303026706	2303027096	2303027397	2303027651	2303027983	2303028253	2303028485
2303026414	2303026715	2303027097	2303027399	2303027655	2303027990	2303028254	2303028486
2303026438	2303026721	2303027109	2303027403	2303027658	2303027995	2303028268	2303028487
2303026441	2303026732	2303027110	2303027411	2303027662	2303027996	2303028272	2303028489
2303026446	2303026733	2303027113	2303027427	2303027663	2303027997	2303028274	2303028491
2303026451	2303026737	2303027121	2303027436	2303027666	2303027998	2303028275	2303028492
2303026452	2303026739	2303027122	2303027439	2303027669	2303028002	2303028276	2303028493
2303026466	2303026745	2303027124	2303027443	2303027670	2303028006	2303028278	2303028502
2303026469	2303026749	2303027129	2303027444	2303027675	2303028007	2303028282	2303028508
2303026472	2303026761	2303027140	2303027445	2303027676	2303028009	2303028293	2303028521
2303026473	2303026762	2303027144	2303027446	2303027678	2303028017	2303028311	2303028522
2303026477	2303026774	2303027157	2303027447	2303027679	2303028019	2303028314	2303028525
2303026481	2303026788	2303027161	2303027453	2303027680	2303028022	2303028319	2303028528
2303026482	2303026790	2303027162	2303027456	2303027683	2303028036	2303028320	2303028529
2303026489	2303026795	2303027167	2303027465	2303027689	2303028037	2303028322	2303028537
2303026492	2303026797	2303027168	2303027475	2303027694	2303028038	2303028323	2303028545
2303026494	2303026798	2303027170	2303027476	2303027695	2303028049	2303028324	2303028551

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2303028565	2303028787	2303028985	2303029244	2303029534	2303029818	2303030084	2303030394
2303028569	2303028788	2303028988	2303029249	2303029535	2303029819	2303030090	2303030395
2303028573	2303028800	2303028989	2303029250	2303029548	2303029820	2303030099	2303030397
2303028580	2303028805	2303028990	2303029251	2303029551	2303029828	2303030101	2303030405
2303028584	2303028807	2303028991	2303029252	2303029553	2303029839	2303030102	2303030406
2303028591	2303028812	2303028997	2303029255	2303029555	2303029849	2303030105	2303030414
2303028592	2303028815	2303029003	2303029260	2303029559	2303029850	2303030119	2303030417
2303028597	2303028817	2303029009	2303029265	2303029560	2303029853	2303030120	2303030438
2303028602	2303028818	2303029010	2303029267	2303029566	2303029857	2303030132	2303030439
2303028603	2303028832	2303029017	2303029269	2303029570	2303029858	2303030135	2303030440
2303028612	2303028833	2303029018	2303029271	2303029571	2303029859	2303030137	2303030442
2303028613	2303028834	2303029019	2303029272	2303029581	2303029860	2303030138	2303030447
2303028614	2303028835	2303029021	2303029275	2303029582	2303029867	2303030149	2303030451
2303028615	2303028836	2303029026	2303029277	2303029583	2303029872	2303030157	2303030452
2303028616	2303028837	2303029037	2303029280	2303029587	2303029877	2303030169	2303030453
2303028617	2303028840	2303029039	2303029290	2303029588	2303029898	2303030173	2303030462
2303028618	2303028850	2303029044	2303029294	2303029589	2303029899	2303030174	2303030463
2303028625	2303028851	2303029046	2303029295	2303029604	2303029910	2303030178	2303030464
2303028629	2303028852	2303029047	2303029306	2303029607	2303029911	2303030188	2303030466
2303028635	2303028853	2303029062	2303029311	2303029612	2303029912	2303030192	2303030467
2303028636	2303028855	2303029063	2303029321	2303029618	2303029916	2303030193	2303030468
2303028638	2303028858	2303029064	2303029324	2303029639	2303029918	2303030197	2303030470
2303028639	2303028859	2303029072	2303029328	2303029651	2303029921	2303030199	2303030472
2303028640	2303028865	2303029078	2303029329	2303029655	2303029922	2303030208	2303030474
2303028642	2303028878	2303029082	2303029330	2303029658	2303029924	2303030211	2303030475
2303028647	2303028879	2303029084	2303029331	2303029660	2303029927	2303030223	2303030476
2303028648	2303028880	2303029098	2303029335	2303029664	2303029931	2303030225	2303030483
2303028652	2303028881	2303029099	2303029343	2303029669	2303029934	2303030226	2303030484
2303028659	2303028891	2303029100	2303029349	2303029674	2303029938	2303030243	2303030485
2303028667	2303028893	2303029102	2303029362	2303029679	2303029939	2303030244	2303030487
2303028668	2303028898	2303029106	2303029365	2303029687	2303029951	2303030248	2303030488
2303028671	2303028899	2303029109	2303029370	2303029688	2303029955	2303030255	2303030491
2303028672	2303028907	2303029121	2303029375	2303029690	2303029956	2303030281	2303030494
2303028673	2303028914	2303029122	2303029376	2303029691	2303029964	2303030286	2303030496
2303028679	2303028918	2303029137	2303029394	2303029699	2303029966	2303030290	2303030510
2303028693	2303028920	2303029140	2303029398	2303029700	2303029968	2303030291	2303030511
2303028695	2303028922	2303029144	2303029400	2303029703	2303029970	2303030297	2303030512
2303028700	2303028924	2303029148	2303029401	2303029708	2303029974	2303030304	2303030514
2303028703	2303028925	2303029152	2303029405	2303029709	2303029975	2303030308	2303030518
2303028712	2303028926	2303029153	2303029406	2303029710	2303029988	2303030310	2303030520
2303028716	2303028928	2303029156	2303029411	2303029713	2303029994	2303030315	2303030526
2303028723	2303028933	2303029161	2303029415	2303029716	2303029995	2303030316	2303030542
2303028727	2303028935	2303029169	2303029424	2303029717	2303029999	2303030317	2303030546
2303028731	2303028940	2303029175	2303029434	2303029718	2303030001	2303030318	2303030547
2303028732	2303028941	2303029176	2303029437	2303029720	2303030002	2303030319	2303030551
2303028733	2303028942	2303029178	2303029449	2303029724	2303030007	2303030331	2303030552
2303028734	2303028943	2303029182	2303029452	2303029730	2303030013	2303030333	2303030558
2303028736	2303028945	2303029186	2303029465	2303029731	2303030016	2303030351	2303030561
2303028737	2303028946	2303029187	2303029466	2303029736	2303030018	2303030352	2303030569
2303028739	2303028947	2303029188	2303029468	2303029737	2303030021	2303030353	2303030577
2303028740	2303028948	2303029189	2303029497	2303029754	2303030022	2303030354	2303030578
2303028742	2303028949	2303029195	2303029498	2303029762	2303030038	2303030355	2303030579
2303028746	2303028950	2303029196	2303029501	2303029763	2303030039	2303030359	2303030583
2303028755	2303028951	2303029204	2303029504	2303029766	2303030040	2303030364	2303030598
2303028758	2303028952	2303029205	2303029509	2303029778	2303030041	2303030368	2303030602
2303028760	2303028953	2303029206	2303029510	2303029791	2303030049	2303030369	2303030621
2303028764	2303028964	2303029207	2303029511	2303029796	2303030058	2303030376	2303030622
2303028769	2303028969	2303029214	2303029512	2303029797	2303030073	2303030380	2303030623
2303028770	2303028972	2303029229	2303029521	2303029801	2303030074	2303030381	2303030626
2303028771	2303028980	2303029237	2303029524	2303029803	2303030075	2303030385	2303030632
2303028772	2303028981	2303029238	2303029525	2303029807	2303030082	2303030390	2303030633
2303028777	2303028983	2303029242	2303029533	2303029817	2303030083	2303030391	2303030636

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2303030637	2303030990	2303031291	2303031497	2303031738	2303031944	2303032250	2303032523
2303030651	2303031002	2303031295	2303031498	2303031741	2303031948	2303032252	2303032524
2303030653	2303031006	2303031298	2303031499	2303031742	2303031959	2303032253	2303032526
2303030660	2303031007	2303031304	2303031500	2303031744	2303031964	2303032255	2303032527
2303030673	2303031014	2303031307	2303031502	2303031745	2303031965	2303032258	2303032528
2303030674	2303031015	2303031308	2303031514	2303031750	2303031967	2303032266	2303032531
2303030675	2303031016	2303031312	2303031515	2303031752	2303031975	2303032270	2303032548
2303030688	2303031017	2303031314	2303031519	2303031753	2303031989	2303032277	2303032549
2303030689	2303031022	2303031315	2303031522	2303031755	2303031990	2303032279	2303032550
2303030700	2303031031	2303031316	2303031526	2303031758	2303032011	2303032282	2303032551
2303030701	2303031032	2303031317	2303031527	2303031761	2303032015	2303032283	2303032552
2303030704	2303031043	2303031321	2303031528	2303031769	2303032018	2303032291	2303032566
2303030710	2303031063	2303031322	2303031536	2303031771	2303032029	2303032301	2303032579
2303030713	2303031064	2303031323	2303031537	2303031776	2303032030	2303032302	2303032585
2303030714	2303031065	2303031324	2303031538	2303031782	2303032032	2303032305	2303032588
2303030746	2303031072	2303031331	2303031543	2303031783	2303032033	2303032306	2303032589
2303030758	2303031075	2303031333	2303031544	2303031785	2303032034	2303032321	2303032596
2303030764	2303031076	2303031338	2303031545	2303031796	2303032038	2303032326	2303032604
2303030773	2303031077	2303031342	2303031558	2303031806	2303032039	2303032329	2303032605
2303030780	2303031101	2303031346	2303031564	2303031811	2303032044	2303032330	2303032609
2303030790	2303031102	2303031356	2303031569	2303031812	2303032059	2303032347	2303032610
2303030796	2303031105	2303031358	2303031570	2303031813	2303032067	2303032349	2303032615
2303030797	2303031109	2303031368	2303031571	2303031818	2303032070	2303032350	2303032623
2303030799	2303031110	2303031384	2303031572	2303031819	2303032072	2303032353	2303032629
2303030808	2303031112	2303031390	2303031573	2303031825	2303032076	2303032354	2303032631
2303030809	2303031116	2303031392	2303031578	2303031827	2303032084	2303032355	2303032632
2303030841	2303031117	2303031395	2303031586	2303031828	2303032085	2303032361	2303032635
2303030859	2303031120	2303031396	2303031590	2303031829	2303032092	2303032364	2303032636
2303030865	2303031130	2303031397	2303031598	2303031830	2303032094	2303032373	2303032643
2303030879	2303031139	2303031398	2303031610	2303031831	2303032095	2303032379	2303032646
2303030898	2303031140	2303031406	2303031611	2303031834	2303032105	2303032380	2303032648
2303030907	2303031141	2303031407	2303031613	2303031835	2303032108	2303032383	2303032659
2303030909	2303031154	2303031412	2303031618	2303031836	2303032109	2303032389	2303032660
2303030911	2303031155	2303031416	2303031619	2303031839	2303032110	2303032390	2303032661
2303030912	2303031159	2303031417	2303031623	2303031840	2303032115	2303032391	2303032668
2303030914	2303031160	2303031418	2303031627	2303031842	2303032124	2303032394	2303032669
2303030917	2303031161	2303031420	2303031628	2303031847	2303032143	2303032401	2303032671
2303030920	2303031167	2303031426	2303031631	2303031848	2303032149	2303032407	2303032672
2303030921	2303031168	2303031427	2303031634	2303031849	2303032151	2303032409	2303032673
2303030922	2303031174	2303031429	2303031635	2303031860	2303032153	2303032410	2303032683
2303030927	2303031182	2303031430	2303031636	2303031863	2303032156	2303032412	2303032685
2303030928	2303031186	2303031432	2303031637	2303031864	2303032158	2303032418	2303032688
2303030929	2303031187	2303031445	2303031638	2303031867	2303032162	2303032427	2303032695
2303030934	2303031193	2303031446	2303031643	2303031872	2303032165	2303032447	2303032696
2303030935	2303031200	2303031447	2303031653	2303031873	2303032169	2303032448	2303032705
2303030936	2303031201	2303031449	2303031654	2303031884	2303032170	2303032449	2303032707
2303030938	2303031206	2303031459	2303031655	2303031885	2303032179	2303032458	2303032712
2303030939	2303031214	2303031460	2303031656	2303031886	2303032182	2303032462	2303032716
2303030940	2303031215	2303031463	2303031659	2303031898	2303032183	2303032477	2303032717
2303030943	2303031216	2303031464	2303031663	2303031899	2303032193	2303032481	2303032719
2303030947	2303031227	2303031465	2303031680	2303031900	2303032194	2303032484	2303032720
2303030948	2303031228	2303031468	2303031688	2303031907	2303032196	2303032485	2303032742
2303030949	2303031242	2303031469	2303031689	2303031908	2303032200	2303032486	2303032744
2303030950	2303031253	2303031471	2303031693	2303031909	2303032206	2303032492	2303032748
2303030962	2303031257	2303031473	2303031707	2303031911	2303032214	2303032495	2303032751
2303030965	2303031258	2303031474	2303031709	2303031913	2303032221	2303032496	2303032752
2303030969	2303031262	2303031475	2303031710	2303031914	2303032222	2303032498	2303032762
2303030970	2303031266	2303031479	2303031719	2303031925	2303032223	2303032501	2303032771
2303030977	2303031272	2303031480	2303031723	2303031931	2303032225	2303032512	2303032773
2303030979	2303031273	2303031484	2303031730	2303031934	2303032238	2303032513	2303032775
2303030982	2303031289	2303031485	2303031733	2303031940	2303032239	2303032517	2303032776
2303030984	2303031290	2303031495	2303031734	2303031941	2303032240	2303032522	2303032777

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2303032781	2303032993	2303034362	2303034646	2303034896	2303035188	2303035445	2303035724
2303032784	2303032997	2303034363	2303034647	2303034897	2303035193	2303035452	2303035727
2303032785	2303033002	2303034364	2303034648	2303034899	2303035195	2303035453	2303035729
2303032790	2303033008	2303034368	2303034652	2303034908	2303035196	2303035455	2303035730
2303032792	2303033019	2303034370	2303034653	2303034925	2303035198	2303035460	2303035736
2303032794	2303033023	2303034375	2303034654	2303034930	2303035203	2303035463	2303035737
2303032797	2303033031	2303034410	2303034677	2303034931	2303035209	2303035464	2303035739
2303032798	2303033036	2303034413	2303034678	2303034932	2303035212	2303035467	2303035741
2303032800	2303033039	2303034422	2303034679	2303034935	2303035214	2303035468	2303035744
2303032802	2303033040	2303034423	2303034681	2303034942	2303035219	2303035469	2303035752
2303032810	2303033050	2303034426	2303034682	2303034944	2303035220	2303035471	2303035756
2303032816	2303033058	2303034427	2303034686	2303034951	2303035221	2303035472	2303035757
2303032821	2303033059	2303034434	2303034702	2303034955	2303035224	2303035482	2303035763
2303032825	2303033066	2303034443	2303034725	2303034956	2303035231	2303035490	2303035764
2303032826	2303033069	2303034447	2303034726	2303034968	2303035236	2303035501	2303035766
2303032827	2303033082	2303034449	2303034737	2303034975	2303035243	2303035502	2303035768
2303032832	2303033083	2303034452	2303034740	2303034980	2303035251	2303035511	2303035783
2303032837	2303033084	2303034456	2303034748	2303034988	2303035255	2303035512	2303035789
2303032840	2303033085	2303034458	2303034751	2303034999	2303035262	2303035513	2303035799
2303032845	2303033087	2303034460	2303034756	2303035000	2303035276	2303035515	2303035819
2303032846	2303033100	2303034461	2303034758	2303035001	2303035279	2303035517	2303035824
2303032849	2303033101	2303034479	2303034760	2303035003	2303035285	2303035522	2303035825
2303032851	2303033115	2303034483	2303034761	2303035008	2303035287	2303035533	2303035826
2303032852	2303033125	2303034487	2303034762	2303035011	2303035289	2303035544	2303035827
2303032853	2303033129	2303034488	2303034763	2303035016	2303035292	2303035551	2303035829
2303032854	2303033139	2303034491	2303034771	2303035018	2303035295	2303035560	2303035831
2303032863	2303033143	2303034492	2303034772	2303035019	2303035296	2303035564	2303035839
2303032865	2303033144	2303034503	2303034773	2303035031	2303035301	2303035570	2303035846
2303032875	2303033149	2303034504	2303034774	2303035037	2303035312	2303035571	2303035849
2303032876	2303033150	2303034515	2303034777	2303035042	2303035314	2303035586	2303035851
2303032877	2303033158	2303034521	2303034791	2303035043	2303035320	2303035588	2303035855
2303032882	2303033162	2303034525	2303034792	2303035050	2303035321	2303035597	2303035856
2303032884	2303033163	2303034527	2303034795	2303035051	2303035323	2303035610	2303035857
2303032891	2303033165	2303034531	2303034797	2303035054	2303035324	2303035611	2303035859
2303032893	2303033166	2303034541	2303034811	2303035055	2303035327	2303035613	2303035860
2303032895	2303033169	2303034544	2303034812	2303035056	2303035329	2303035614	2303035861
2303032899	2303033171	2303034579	2303034813	2303035057	2303035330	2303035615	2303035865
2303032900	2303033174	2303034580	2303034817	2303035058	2303035331	2303035621	2303035866
2303032908	2303033176	2303034587	2303034822	2303035064	2303035338	2303035626	2303035870
2303032917	2303033179	2303034588	2303034828	2303035065	2303035340	2303035627	2303035879
2303032918	2303033180	2303034590	2303034839	2303035074	2303035344	2303035633	2303035883
2303032924	2303033181	2303034594	2303034842	2303035079	2303035361	2303035634	2303035909
2303032943	2303033182	2303034601	2303034843	2303035081	2303035364	2303035636	2303035910
2303032945	2303033183	2303034603	2303034845	2303035084	2303035365	2303035638	2303035911
2303032950	2303033188	2303034608	2303034846	2303035089	2303035377	2303035639	2303035917
2303032957	2303033190	2303034609	2303034847	2303035090	2303035380	2303035643	2303035919
2303032958	2303033191	2303034610	2303034850	2303035091	2303035381	2303035651	2303035921
2303032959	2303033196	2303034611	2303034852	2303035093	2303035382	2303035656	2303035933
2303032964	2303033197	2303034612	2303034853	2303035095	2303035386	2303035657	2303035937
2303032966	2303033201	2303034614	2303034854	2303035106	2303035394	2303035659	2303035938
2303032968	2303034305	2303034615	2303034865	2303035111	2303035405	2303035661	2303035943
2303032971	2303034308	2303034622	2303034871	2303035114	2303035406	2303035662	2303035946
2303032972	2303034319	2303034625	2303034875	2303035115	2303035410	2303035669	2303035947
2303032975	2303034326	2303034630	2303034882	2303035117	2303035411	2303035677	2303035966
2303032977	2303034327	2303034632	2303034884	2303035123	2303035412	2303035682	2303035967
2303032979	2303034331	2303034633	2303034885	2303035128	2303035413	2303035683	2303035970
2303032980	2303034332	2303034634	2303034886	2303035152	2303035415	2303035684	2303035976
2303032981	2303034346	2303034637	2303034887	2303035153	2303035422	2303035685	2303035984
2303032987	2303034351	2303034638	2303034889	2303035179	2303035424	2303035686	2303036001
2303032989	2303034352	2303034641	2303034893	2303035181	2303035433	2303035692	2303036002
2303032990	2303034353	2303034643	2303034894	2303035183	2303035434	2303035711	2303036003
2303032991	2303034360	2303034644	2303034895	2303035187	2303035444	2303035717	2303036006

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2303036007	2303036250	2303036488	2303036742	2303037006	2303037195	2303037453	2303037698
2303036008	2303036251	2303036494	2303036750	2303037009	2303037198	2303037454	2303037699
2303036009	2303036254	2303036496	2303036761	2303037010	2303037200	2303037469	2303037709
2303036014	2303036257	2303036499	2303036763	2303037011	2303037201	2303037473	2303037721
2303036016	2303036258	2303036501	2303036764	2303037014	2303037223	2303037481	2303037723
2303036022	2303036260	2303036502	2303036765	2303037019	2303037227	2303037482	2303037729
2303036026	2303036268	2303036503	2303036766	2303037021	2303037231	2303037483	2303037731
2303036027	2303036269	2303036509	2303036772	2303037023	2303037233	2303037493	2303037734
2303036028	2303036270	2303036521	2303036776	2303037024	2303037236	2303037496	2303037738
2303036036	2303036271	2303036523	2303036787	2303037026	2303037237	2303037502	2303037740
2303036039	2303036272	2303036537	2303036788	2303037029	2303037242	2303037503	2303037741
2303036046	2303036280	2303036538	2303036789	2303037032	2303037245	2303037505	2303037742
2303036047	2303036281	2303036540	2303036790	2303037035	2303037246	2303037510	2303037743
2303036048	2303036284	2303036545	2303036797	2303037036	2303037247	2303037514	2303037746
2303036052	2303036290	2303036555	2303036798	2303037037	2303037254	2303037515	2303037748
2303036053	2303036292	2303036563	2303036799	2303037038	2303037262	2303037520	2303037749
2303036064	2303036294	2303036564	2303036807	2303037039	2303037265	2303037521	2303037752
2303036065	2303036303	2303036572	2303036814	2303037042	2303037271	2303037522	2303037753
2303036066	2303036306	2303036581	2303036815	2303037043	2303037284	2303037534	2303037756
2303036070	2303036310	2303036585	2303036818	2303037044	2303037285	2303037535	2303037760
2303036071	2303036311	2303036589	2303036820	2303037045	2303037286	2303037536	2303037773
2303036075	2303036312	2303036590	2303036825	2303037050	2303037287	2303037537	2303037774
2303036079	2303036326	2303036591	2303036850	2303037051	2303037288	2303037539	2303037793
2303036082	2303036327	2303036602	2303036856	2303037056	2303037289	2303037543	2303037794
2303036085	2303036330	2303036611	2303036858	2303037058	2303037293	2303037546	2303037796
2303036086	2303036331	2303036619	2303036862	2303037059	2303037294	2303037550	2303037800
2303036102	2303036344	2303036621	2303036863	2303037062	2303037295	2303037551	2303037815
2303036118	2303036345	2303036622	2303036868	2303037063	2303037297	2303037565	2303037817
2303036120	2303036346	2303036623	2303036872	2303037064	2303037300	2303037571	2303037818
2303036123	2303036351	2303036624	2303036873	2303037069	2303037307	2303037572	2303037821
2303036124	2303036352	2303036626	2303036874	2303037073	2303037320	2303037582	2303037828
2303036125	2303036355	2303036627	2303036881	2303037074	2303037321	2303037583	2303037829
2303036129	2303036359	2303036628	2303036885	2303037077	2303037322	2303037587	2303037831
2303036131	2303036360	2303036629	2303036887	2303037080	2303037327	2303037588	2303037835
2303036132	2303036373	2303036634	2303036901	2303037085	2303037328	2303037593	2303037836
2303036133	2303036377	2303036635	2303036902	2303037087	2303037344	2303037595	2303037840
2303036139	2303036381	2303036637	2303036907	2303037089	2303037349	2303037596	2303037841
2303036143	2303036384	2303036641	2303036909	2303037094	2303037359	2303037598	2303037842
2303036144	2303036393	2303036647	2303036911	2303037109	2303037361	2303037606	2303037848
2303036145	2303036396	2303036648	2303036917	2303037110	2303037364	2303037615	2303037853
2303036146	2303036397	2303036651	2303036929	2303037112	2303037365	2303037618	2303037854
2303036151	2303036405	2303036652	2303036930	2303037113	2303037371	2303037627	2303037867
2303036152	2303036412	2303036658	2303036938	2303037124	2303037372	2303037628	2303037870
2303036160	2303036413	2303036661	2303036939	2303037128	2303037381	2303037630	2303037875
2303036161	2303036423	2303036664	2303036941	2303037132	2303037382	2303037632	2303037879
2303036163	2303036429	2303036667	2303036942	2303037136	2303037383	2303037633	2303037881
2303036165	2303036433	2303036668	2303036943	2303037137	2303037393	2303037638	2303037882
2303036178	2303036442	2303036669	2303036945	2303037138	2303037394	2303037641	2303037885
2303036180	2303036446	2303036676	2303036947	2303037139	2303037395	2303037642	2303037887
2303036182	2303036447	2303036677	2303036953	2303037148	2303037396	2303037651	2303037890
2303036183	2303036448	2303036680	2303036956	2303037152	2303037397	2303037654	2303037895
2303036194	2303036458	2303036709	2303036964	2303037154	2303037400	2303037657	2303037896
2303036196	2303036468	2303036717	2303036971	2303037155	2303037404	2303037661	2303037908
2303036200	2303036471	2303036721	2303036973	2303037156	2303037410	2303037671	2303037918
2303036204	2303036472	2303036722	2303036974	2303037160	2303037414	2303037676	2303037920
2303036207	2303036473	2303036728	2303036981	2303037164	2303037421	2303037677	2303037924
2303036208	2303036474	2303036729	2303036985	2303037166	2303037424	2303037680	2303037925
2303036210	2303036475	2303036730	2303036990	2303037169	2303037426	2303037681	2303037930
2303036215	2303036479	2303036731	2303036991	2303037179	2303037433	2303037683	2303037933
2303036233	2303036484	2303036735	2303036993	2303037189	2303037434	2303037685	2303037948
2303036234	2303036486	2303036736	2303036994	2303037190	2303037440	2303037686	2303037953
2303036240	2303036487	2303036737	2303037001	2303037191	2303037448	2303037696	2303037961

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2303037962	2303038207	2303038519	2303038757	2303039037	2303039316	2303039649	2303039924
2303037963	2303038211	2303038520	2303038758	2303039040	2303039326	2303039651	2303039942
2303037964	2303038212	2303038535	2303038759	2303039051	2303039328	2303039665	2303039955
2303037965	2303038220	2303038536	2303038774	2303039052	2303039339	2303039666	2303039960
2303037975	2303038228	2303038543	2303038775	2303039056	2303039341	2303039671	2303039979
2303037976	2303038229	2303038550	2303038776	2303039059	2303039342	2303039672	2303039980
2303037977	2303038252	2303038557	2303038779	2303039065	2303039349	2303039682	2303039987
2303037991	2303038253	2303038566	2303038780	2303039078	2303039363	2303039687	2303039989
2303037992	2303038254	2303038567	2303038789	2303039079	2303039364	2303039688	2303039992
2303038000	2303038266	2303038575	2303038793	2303039082	2303039371	2303039692	2303039993
2303038007	2303038270	2303038580	2303038796	2303039083	2303039381	2303039696	2303040003
2303038008	2303038283	2303038581	2303038797	2303039087	2303039385	2303039702	2303040004
2303038010	2303038286	2303038584	2303038798	2303039096	2303039386	2303039703	2303040007
2303038011	2303038288	2303038594	2303038800	2303039097	2303039389	2303039713	2303040012
2303038012	2303038292	2303038600	2303038801	2303039101	2303039392	2303039716	2303040019
2303038013	2303038300	2303038602	2303038809	2303039107	2303039396	2303039722	2303040022
2303038014	2303038304	2303038609	2303038811	2303039108	2303039399	2303039725	2303040026
2303038019	2303038314	2303038610	2303038830	2303039115	2303039408	2303039726	2303040035
2303038020	2303038315	2303038611	2303038834	2303039116	2303039420	2303039728	2303040057
2303038023	2303038320	2303038612	2303038837	2303039117	2303039437	2303039731	2303040060
2303038029	2303038345	2303038613	2303038858	2303039122	2303039438	2303039734	2303040061
2303038036	2303038349	2303038621	2303038859	2303039129	2303039439	2303039735	2303040062
2303038043	2303038354	2303038622	2303038861	2303039142	2303039459	2303039738	2303040064
2303038051	2303038364	2303038623	2303038866	2303039148	2303039464	2303039739	2303040075
2303038052	2303038365	2303038628	2303038874	2303039154	2303039468	2303039740	2303040077
2303038060	2303038373	2303038629	2303038880	2303039158	2303039472	2303039747	2303040078
2303038070	2303038377	2303038631	2303038886	2303039161	2303039475	2303039755	2303040079
2303038071	2303038387	2303038633	2303038891	2303039166	2303039476	2303039764	2303040081
2303038074	2303038389	2303038635	2303038892	2303039168	2303039478	2303039765	2303040084
2303038083	2303038393	2303038638	2303038893	2303039176	2303039482	2303039770	2303040094
2303038087	2303038397	2303038639	2303038902	2303039178	2303039483	2303039776	2303040101
2303038091	2303038400	2303038640	2303038908	2303039184	2303039485	2303039777	2303040104
2303038101	2303038402	2303038642	2303038913	2303039187	2303039492	2303039780	2303040110
2303038102	2303038404	2303038643	2303038915	2303039189	2303039514	2303039785	2303040124
2303038113	2303038405	2303038646	2303038916	2303039190	2303039515	2303039786	2303040130
2303038118	2303038407	2303038650	2303038926	2303039203	2303039517	2303039789	2303040135
2303038121	2303038411	2303038651	2303038930	2303039204	2303039520	2303039794	2303040136
2303038122	2303038412	2303038664	2303038935	2303039206	2303039522	2303039799	2303040143
2303038123	2303038423	2303038667	2303038939	2303039219	2303039532	2303039808	2303040148
2303038139	2303038425	2303038669	2303038942	2303039222	2303039537	2303039809	2303040152
2303038141	2303038437	2303038670	2303038943	2303039224	2303039546	2303039814	2303040154
2303038142	2303038444	2303038680	2303038945	2303039229	2303039550	2303039816	2303040155
2303038144	2303038469	2303038681	2303038958	2303039233	2303039554	2303039825	2303040156
2303038145	2303038473	2303038687	2303038970	2303039242	2303039555	2303039826	2303040159
2303038146	2303038474	2303038692	2303038971	2303039243	2303039557	2303039827	2303040160
2303038148	2303038475	2303038695	2303038977	2303039246	2303039561	2303039829	2303040176
2303038151	2303038476	2303038698	2303038978	2303039254	2303039573	2303039830	2303040181
2303038152	2303038479	2303038701	2303038979	2303039258	2303039578	2303039831	2303040182
2303038159	2303038480	2303038708	2303038980	2303039259	2303039579	2303039832	2303040183
2303038161	2303038490	2303038710	2303038982	2303039260	2303039597	2303039838	2303040184
2303038164	2303038491	2303038717	2303038987	2303039263	2303039598	2303039851	2303040190
2303038169	2303038495	2303038719	2303038988	2303039264	2303039607	2303039852	2303040191
2303038179	2303038496	2303038734	2303038991	2303039268	2303039608	2303039861	2303040193
2303038180	2303038499	2303038736	2303038992	2303039272	2303039609	2303039874	2303040194
2303038182	2303038500	2303038737	2303038993	2303039273	2303039613	2303039877	2303040201
2303038183	2303038501	2303038738	2303039001	2303039274	2303039614	2303039882	2303040204
2303038184	2303038502	2303038742	2303039005	2303039276	2303039622	2303039883	2303040206
2303038186	2303038504	2303038747	2303039008	2303039279	2303039626	2303039906	2303040207
2303038188	2303038510	2303038753	2303039011	2303039281	2303039631	2303039907	2303040221
2303038198	2303038511	2303038754	2303039015	2303039288	2303039636	2303039913	2303040229
2303038199	2303038514	2303038755	2303039030	2303039304	2303039641	2303039915	2303040231
2303038200	2303038518	2303038756	2303039035	2303039310	2303039645	2303039923	2303040237

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2303040242	2303040477	2303040726	2303041013	2303041337	2303041613	2303041879	2303042151
2303040245	2303040478	2303040728	2303041016	2303041342	2303041614	2303041883	2303042152
2303040247	2303040480	2303040732	2303041022	2303041343	2303041616	2303041888	2303042153
2303040250	2303040482	2303040733	2303041034	2303041347	2303041617	2303041896	2303042154
2303040260	2303040492	2303040734	2303041035	2303041349	2303041627	2303041897	2303042163
2303040261	2303040493	2303040735	2303041048	2303041350	2303041629	2303041898	2303042164
2303040262	2303040499	2303040737	2303041060	2303041356	2303041636	2303041902	2303042167
2303040270	2303040500	2303040742	2303041061	2303041358	2303041637	2303041907	2303042168
2303040286	2303040502	2303040752	2303041069	2303041359	2303041638	2303041909	2303042171
2303040291	2303040503	2303040756	2303041075	2303041365	2303041641	2303041911	2303042180
2303040293	2303040505	2303040763	2303041082	2303041366	2303041642	2303041913	2303042181
2303040294	2303040509	2303040769	2303041084	2303041369	2303041649	2303041918	2303042186
2303040295	2303040515	2303040773	2303041090	2303041374	2303041650	2303041920	2303042187
2303040308	2303040516	2303040775	2303041092	2303041375	2303041654	2303041921	2303042188
2303040309	2303040522	2303040782	2303041100	2303041376	2303041659	2303041926	2303042201
2303040310	2303040525	2303040788	2303041102	2303041377	2303041666	2303041928	2303042202
2303040312	2303040526	2303040797	2303041103	2303041414	2303041675	2303041950	2303042205
2303040313	2303040536	2303040802	2303041104	2303041415	2303041681	2303041962	2303042217
2303040314	2303040537	2303040805	2303041117	2303041416	2303041685	2303041963	2303042221
2303040315	2303040542	2303040820	2303041118	2303041417	2303041687	2303041965	2303042222
2303040318	2303040543	2303040821	2303041143	2303041418	2303041690	2303041966	2303042224
2303040323	2303040544	2303040822	2303041146	2303041420	2303041692	2303041967	2303042225
2303040324	2303040545	2303040829	2303041150	2303041421	2303041694	2303041968	2303042226
2303040342	2303040549	2303040832	2303041151	2303041422	2303041698	2303041972	2303042231
2303040346	2303040550	2303040833	2303041153	2303041425	2303041705	2303041980	2303042233
2303040347	2303040551	2303040843	2303041157	2303041426	2303041706	2303041981	2303042234
2303040348	2303040554	2303040845	2303041160	2303041433	2303041707	2303041983	2303042241
2303040349	2303040555	2303040851	2303041173	2303041436	2303041708	2303041984	2303042242
2303040350	2303040558	2303040856	2303041177	2303041437	2303041710	2303041986	2303042245
2303040355	2303040559	2303040870	2303041194	2303041441	2303041714	2303042007	2303042257
2303040356	2303040561	2303040871	2303041196	2303041450	2303041715	2303042010	2303042258
2303040358	2303040564	2303040875	2303041205	2303041463	2303041716	2303042011	2303042259
2303040379	2303040567	2303040876	2303041206	2303041475	2303041732	2303042012	2303042260
2303040384	2303040573	2303040878	2303041212	2303041476	2303041734	2303042019	2303042262
2303040389	2303040586	2303040892	2303041214	2303041478	2303041736	2303042020	2303042264
2303040392	2303040604	2303040896	2303041215	2303041479	2303041737	2303042021	2303042268
2303040393	2303040610	2303040898	2303041222	2303041485	2303041743	2303042025	2303042271
2303040398	2303040625	2303040899	2303041227	2303041494	2303041744	2303042034	2303042272
2303040400	2303040626	2303040910	2303041228	2303041496	2303041748	2303042052	2303042278
2303040402	2303040627	2303040911	2303041229	2303041498	2303041749	2303042058	2303042279
2303040403	2303040629	2303040919	2303041239	2303041514	2303041757	2303042061	2303042281
2303040409	2303040630	2303040920	2303041241	2303041515	2303041766	2303042068	2303042282
2303040417	2303040635	2303040921	2303041246	2303041522	2303041769	2303042074	2303042299
2303040425	2303040640	2303040922	2303041256	2303041523	2303041771	2303042078	2303042306
2303040426	2303040643	2303040932	2303041261	2303041527	2303041773	2303042079	2303042311
2303040427	2303040644	2303040935	2303041263	2303041547	2303041787	2303042080	2303042313
2303040431	2303040645	2303040936	2303041264	2303041552	2303041790	2303042081	2303042315
2303040432	2303040646	2303040937	2303041266	2303041553	2303041792	2303042085	2303042316
2303040436	2303040648	2303040943	2303041267	2303041566	2303041795	2303042086	2303042320
2303040445	2303040655	2303040956	2303041268	2303041569	2303041797	2303042091	2303042324
2303040450	2303040656	2303040958	2303041272	2303041574	2303041803	2303042092	2303042325
2303040453	2303040658	2303040966	2303041278	2303041575	2303041814	2303042096	2303042326
2303040454	2303040659	2303040969	2303041279	2303041576	2303041818	2303042111	2303042337
2303040455	2303040661	2303040980	2303041282	2303041582	2303041829	2303042114	2303042341
2303040456	2303040665	2303040983	2303041284	2303041583	2303041830	2303042115	2303042354
2303040457	2303040682	2303040986	2303041288	2303041588	2303041845	2303042117	2303042355
2303040460	2303040692	2303041004	2303041295	2303041589	2303041847	2303042118	2303042358
2303040463	2303040699	2303041005	2303041300	2303041591	2303041852	2303042119	2303042364
2303040467	2303040711	2303041006	2303041313	2303041596	2303041855	2303042120	2303042367
2303040471	2303040713	2303041007	2303041315	2303041597	2303041856	2303042135	2303042372
2303040473	2303040721	2303041008	2303041322	2303041599	2303041862	2303042145	2303042373
2303040474	2303040724	2303041010	2303041334	2303041601	2303041863	2303042148	2303042382

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2303042388	2303042669	2303042968	2303043275	2303043599	2303043903	2303044150	2303044435
2303042389	2303042675	2303042974	2303043285	2303043600	2303043910	2303044153	2303044436
2303042391	2303042676	2303042978	2303043287	2303043603	2303043911	2303044160	2303044442
2303042396	2303042687	2303042979	2303043296	2303043605	2303043912	2303044167	2303044451
2303042397	2303042690	2303042991	2303043297	2303043614	2303043919	2303044169	2303044452
2303042399	2303042701	2303043001	2303043299	2303043622	2303043924	2303044171	2303044468
2303042400	2303042702	2303043002	2303043300	2303043624	2303043934	2303044172	2303044478
2303042401	2303042728	2303043003	2303043301	2303043625	2303043936	2303044175	2303044479
2303042402	2303042729	2303043010	2303043303	2303043634	2303043944	2303044178	2303044480
2303042404	2303042737	2303043015	2303043304	2303043643	2303043946	2303044182	2303044481
2303042407	2303042740	2303043019	2303043305	2303043645	2303043949	2303044185	2303044483
2303042411	2303042745	2303043027	2303043308	2303043646	2303043950	2303044193	2303044485
2303042415	2303042747	2303043028	2303043309	2303043652	2303043955	2303044195	2303044486
2303042419	2303042748	2303043031	2303043320	2303043678	2303043970	2303044203	2303044493
2303042428	2303042750	2303043032	2303043325	2303043705	2303043974	2303044209	2303044498
2303042434	2303042751	2303043033	2303043326	2303043706	2303043975	2303044212	2303044501
2303042435	2303042752	2303043034	2303043337	2303043720	2303043980	2303044226	2303044502
2303042439	2303042753	2303043045	2303043338	2303043734	2303043981	2303044227	2303044504
2303042441	2303042757	2303043048	2303043347	2303043736	2303043986	2303044229	2303044509
2303042451	2303042758	2303043052	2303043351	2303043739	2303043987	2303044232	2303044518
2303042453	2303042759	2303043066	2303043355	2303043741	2303043988	2303044233	2303044520
2303042454	2303042776	2303043067	2303043378	2303043742	2303044009	2303044238	2303044521
2303042463	2303042781	2303043075	2303043380	2303043744	2303044010	2303044241	2303044529
2303042465	2303042791	2303043080	2303043384	2303043751	2303044022	2303044254	2303044541
2303042473	2303042792	2303043081	2303043385	2303043757	2303044025	2303044258	2303044566
2303042475	2303042794	2303043082	2303043397	2303043758	2303044026	2303044271	2303044571
2303042482	2303042795	2303043086	2303043398	2303043768	2303044028	2303044279	2303044572
2303042484	2303042809	2303043087	2303043401	2303043779	2303044030	2303044287	2303044577
2303042488	2303042812	2303043094	2303043406	2303043780	2303044032	2303044288	2303044582
2303042491	2303042813	2303043095	2303043410	2303043791	2303044033	2303044291	2303044583
2303042495	2303042814	2303043105	2303043422	2303043793	2303044038	2303044292	2303044585
2303042501	2303042823	2303043110	2303043429	2303043794	2303044039	2303044304	2303044586
2303042503	2303042830	2303043115	2303043430	2303043803	2303044040	2303044310	2303044587
2303042506	2303042833	2303043132	2303043453	2303043807	2303044041	2303044311	2303044588
2303042511	2303042838	2303043147	2303043455	2303043810	2303044044	2303044316	2303044604
2303042518	2303042842	2303043148	2303043465	2303043811	2303044045	2303044318	2303044611
2303042522	2303042844	2303043149	2303043466	2303043812	2303044046	2303044331	2303044616
2303042523	2303042845	2303043150	2303043473	2303043813	2303044048	2303044335	2303044617
2303042524	2303042847	2303043151	2303043497	2303043817	2303044049	2303044337	2303044638
2303042527	2303042849	2303043161	2303043498	2303043818	2303044053	2303044338	2303044639
2303042532	2303042887	2303043163	2303043508	2303043819	2303044054	2303044339	2303044643
2303042554	2303042894	2303043164	2303043509	2303043820	2303044059	2303044342	2303044644
2303042558	2303042895	2303043169	2303043510	2303043821	2303044062	2303044348	2303044653
2303042559	2303042898	2303043178	2303043516	2303043823	2303044078	2303044349	2303044660
2303042574	2303042913	2303043179	2303043518	2303043830	2303044079	2303044363	2303044666
2303042583	2303042921	2303043183	2303043525	2303043832	2303044080	2303044369	2303044668
2303042591	2303042928	2303043184	2303043526	2303043836	2303044081	2303044380	2303044669
2303042597	2303042930	2303043186	2303043534	2303043837	2303044089	2303044385	2303044670
2303042608	2303042933	2303043187	2303043535	2303043841	2303044091	2303044388	2303044684
2303042609	2303042934	2303043188	2303043540	2303043853	2303044096	2303044391	2303044685
2303042620	2303042935	2303043198	2303043541	2303043856	2303044098	2303044393	2303044686
2303042625	2303042936	2303043206	2303043544	2303043858	2303044099	2303044398	2303044689
2303042638	2303042944	2303043209	2303043547	2303043861	2303044108	2303044399	2303044691
2303042639	2303042951	2303043225	2303043550	2303043867	2303044109	2303044400	2303044708
2303042647	2303042952	2303043226	2303043553	2303043869	2303044110	2303044401	2303044715
2303042659	2303042955	2303043228	2303043554	2303043882	2303044111	2303044402	2303044719
2303042660	2303042957	2303043249	2303043555	2303043890	2303044113	2303044406	2303044725
2303042661	2303042963	2303043250	2303043569	2303043893	2303044118	2303044422	2303044729
2303042662	2303042964	2303043251	2303043571	2303043894	2303044135	2303044423	2303044742
2303042663	2303042965	2303043253	2303043581	2303043895	2303044139	2303044424	2303044747
2303042664	2303042966	2303043254	2303043584	2303043901	2303044141	2303044425	2303044749
2303042668	2303042967	2303043266	2303043585	2303043902	2303044149	2303044433	2303044751

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2303044752	2303044994	2303045257	2303045604	2303045863	2303046114	2303046407	2303046660
2303044753	2303044995	2303045264	2303045620	2303045864	2303046120	2303046413	2303046662
2303044754	2303044996	2303045267	2303045628	2303045882	2303046122	2303046414	2303046665
2303044758	2303044997	2303045268	2303045634	2303045892	2303046126	2303046415	2303046670
2303044771	2303045002	2303045282	2303045635	2303045898	2303046131	2303046416	2303046674
2303044773	2303045006	2303045286	2303045639	2303045899	2303046136	2303046419	2303046679
2303044782	2303045007	2303045291	2303045640	2303045900	2303046137	2303046422	2303046682
2303044787	2303045012	2303045305	2303045641	2303045907	2303046142	2303046433	2303046686
2303044795	2303045013	2303045307	2303045642	2303045914	2303046145	2303046435	2303046698
2303044798	2303045025	2303045308	2303045654	2303045915	2303046147	2303046451	2303046699
2303044804	2303045032	2303045312	2303045659	2303045916	2303046150	2303046452	2303046701
2303044807	2303045042	2303045315	2303045660	2303045920	2303046157	2303046453	2303046719
2303044809	2303045047	2303045316	2303045673	2303045922	2303046158	2303046454	2303046723
2303044815	2303045067	2303045319	2303045678	2303045924	2303046162	2303046455	2303046724
2303044818	2303045068	2303045323	2303045681	2303045933	2303046174	2303046462	2303046729
2303044821	2303045071	2303045324	2303045686	2303045934	2303046176	2303046463	2303046733
2303044822	2303045087	2303045326	2303045689	2303045939	2303046181	2303046465	2303046734
2303044825	2303045088	2303045332	2303045691	2303045940	2303046182	2303046472	2303046735
2303044826	2303045092	2303045333	2303045693	2303045943	2303046199	2303046473	2303046736
2303044827	2303045093	2303045335	2303045698	2303045947	2303046203	2303046475	2303046739
2303044828	2303045098	2303045338	2303045699	2303045952	2303046208	2303046476	2303046740
2303044830	2303045102	2303045339	2303045704	2303045954	2303046209	2303046477	2303046744
2303044832	2303045103	2303045369	2303045707	2303045958	2303046220	2303046479	2303046745
2303044834	2303045104	2303045373	2303045712	2303045963	2303046221	2303046481	2303046748
2303044841	2303045105	2303045375	2303045714	2303045965	2303046222	2303046483	2303046749
2303044844	2303045117	2303045392	2303045717	2303045966	2303046223	2303046502	2303046751
2303044846	2303045122	2303045393	2303045729	2303045967	2303046224	2303046508	2303046753
2303044850	2303045126	2303045396	2303045734	2303045968	2303046232	2303046509	2303046761
2303044851	2303045127	2303045401	2303045738	2303045969	2303046233	2303046510	2303046764
2303044853	2303045128	2303045407	2303045741	2303045977	2303046238	2303046511	2303046767
2303044854	2303045131	2303045409	2303045746	2303045980	2303046248	2303046512	2303046769
2303044860	2303045132	2303045428	2303045749	2303045982	2303046250	2303046521	2303046771
2303044877	2303045133	2303045431	2303045752	2303045985	2303046274	2303046524	2303046772
2303044880	2303045135	2303045434	2303045754	2303046002	2303046279	2303046525	2303046773
2303044882	2303045140	2303045438	2303045755	2303046006	2303046280	2303046536	2303046775
2303044885	2303045141	2303045441	2303045756	2303046007	2303046281	2303046537	2303046778
2303044886	2303045143	2303045443	2303045757	2303046008	2303046282	2303046542	2303046780
2303044888	2303045145	2303045446	2303045759	2303046019	2303046287	2303046543	2303046796
2303044889	2303045146	2303045450	2303045766	2303046021	2303046297	2303046558	2303046801
2303044890	2303045156	2303045457	2303045793	2303046023	2303046298	2303046561	2303046802
2303044894	2303045162	2303045459	2303045794	2303046026	2303046299	2303046567	2303046810
2303044896	2303045163	2303045468	2303045800	2303046034	2303046314	2303046568	2303046813
2303044897	2303045166	2303045477	2303045802	2303046042	2303046315	2303046569	2303046815
2303044905	2303045170	2303045478	2303045803	2303046043	2303046316	2303046572	2303046817
2303044908	2303045171	2303045483	2303045804	2303046052	2303046317	2303046576	2303046819
2303044909	2303045175	2303045494	2303045809	2303046053	2303046318	2303046577	2303046821
2303044910	2303045191	2303045496	2303045810	2303046055	2303046319	2303046587	2303046829
2303044918	2303045193	2303045497	2303045811	2303046060	2303046329	2303046588	2303046833
2303044931	2303045195	2303045498	2303045812	2303046061	2303046340	2303046593	2303046837
2303044932	2303045196	2303045499	2303045817	2303046064	2303046346	2303046596	2303046840
2303044943	2303045203	2303045516	2303045836	2303046068	2303046354	2303046600	2303046847
2303044948	2303045205	2303045521	2303045841	2303046069	2303046356	2303046603	2303046848
2303044949	2303045229	2303045525	2303045842	2303046078	2303046357	2303046604	2303046850
2303044952	2303045238	2303045531	2303045843	2303046079	2303046358	2303046605	2303046855
2303044953	2303045240	2303045544	2303045844	2303046083	2303046359	2303046621	2303046861
2303044967	2303045243	2303045546	2303045846	2303046086	2303046360	2303046623	2303046869
2303044971	2303045244	2303045553	2303045849	2303046091	2303046365	2303046628	2303046870
2303044972	2303045245	2303045560	2303045850	2303046100	2303046380	2303046641	2303046873
2303044982	2303045247	2303045592	2303045851	2303046103	2303046383	2303046643	2303046877
2303044990	2303045251	2303045599	2303045852	2303046104	2303046384	2303046646	2303046878
2303044991	2303045252	2303045600	2303045853	2303046107	2303046385	2303046658	2303046886
2303044993	2303045256	2303045602	2303045855	2303046112	2303046399	2303046659	2303046887

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2303046893	2303047119	2303047395	2303047667	2303047911	2303048156	2303048363	2303048647
2303046894	2303047125	2303047414	2303047673	2303047912	2303048157	2303048364	2303048650
2303046903	2303047128	2303047425	2303047674	2303047913	2303048165	2303048365	2303048651
2303046908	2303047141	2303047426	2303047688	2303047916	2303048171	2303048369	2303048660
2303046912	2303047142	2303047428	2303047690	2303047921	2303048173	2303048375	2303048661
2303046920	2303047151	2303047433	2303047691	2303047932	2303048181	2303048376	2303048662
2303046929	2303047152	2303047435	2303047692	2303047933	2303048186	2303048379	2303048664
2303046933	2303047154	2303047436	2303047696	2303047934	2303048187	2303048388	2303048672
2303046934	2303047155	2303047437	2303047698	2303047943	2303048188	2303048389	2303048673
2303046937	2303047156	2303047443	2303047700	2303047944	2303048189	2303048390	2303048674
2303046943	2303047159	2303047444	2303047701	2303047946	2303048190	2303048399	2303048690
2303046944	2303047162	2303047452	2303047702	2303047948	2303048199	2303048400	2303048691
2303046946	2303047166	2303047459	2303047706	2303047949	2303048201	2303048401	2303048696
2303046950	2303047182	2303047460	2303047709	2303047950	2303048204	2303048406	2303048698
2303046951	2303047183	2303047462	2303047717	2303047960	2303048216	2303048411	2303048699
2303046952	2303047184	2303047473	2303047718	2303047961	2303048217	2303048412	2303048700
2303046954	2303047187	2303047476	2303047719	2303047965	2303048218	2303048415	2303048702
2303046957	2303047189	2303047479	2303047720	2303047969	2303048223	2303048417	2303048706
2303046958	2303047193	2303047482	2303047724	2303047971	2303048231	2303048428	2303048707
2303046959	2303047215	2303047486	2303047736	2303047975	2303048236	2303048436	2303048711
2303046961	2303047223	2303047490	2303047737	2303047979	2303048240	2303048438	2303048719
2303046962	2303047224	2303047503	2303047739	2303047981	2303048241	2303048441	2303048720
2303046968	2303047225	2303047504	2303047749	2303047982	2303048242	2303048445	2303048722
2303046969	2303047239	2303047511	2303047753	2303047987	2303048246	2303048447	2303048723
2303046972	2303047248	2303047513	2303047755	2303047994	2303048251	2303048453	2303048727
2303046973	2303047249	2303047514	2303047771	2303047997	2303048252	2303048454	2303048728
2303046975	2303047250	2303047518	2303047772	2303047998	2303048254	2303048455	2303048729
2303046977	2303047252	2303047519	2303047780	2303047999	2303048256	2303048463	2303048730
2303046978	2303047256	2303047522	2303047781	2303048000	2303048260	2303048476	2303048732
2303046980	2303047270	2303047525	2303047790	2303048007	2303048263	2303048481	2303048752
2303046983	2303047272	2303047527	2303047791	2303048031	2303048275	2303048490	2303048763
2303047002	2303047276	2303047531	2303047793	2303048034	2303048276	2303048491	2303048765
2303047010	2303047282	2303047536	2303047794	2303048036	2303048283	2303048496	2303048773
2303047011	2303047292	2303047538	2303047795	2303048037	2303048284	2303048506	2303048774
2303047013	2303047293	2303047546	2303047803	2303048038	2303048285	2303048508	2303048775
2303047014	2303047294	2303047548	2303047811	2303048044	2303048288	2303048510	2303048776
2303047015	2303047295	2303047551	2303047818	2303048055	2303048293	2303048513	2303048785
2303047016	2303047305	2303047558	2303047819	2303048058	2303048294	2303048515	2303048788
2303047017	2303047308	2303047567	2303047820	2303048062	2303048297	2303048516	2303048789
2303047028	2303047314	2303047568	2303047828	2303048063	2303048305	2303048522	2303048790
2303047029	2303047315	2303047569	2303047836	2303048067	2303048306	2303048527	2303048791
2303047034	2303047316	2303047578	2303047838	2303048070	2303048326	2303048531	2303048794
2303047035	2303047319	2303047579	2303047846	2303048072	2303048329	2303048534	2303048797
2303047042	2303047320	2303047580	2303047859	2303048073	2303048331	2303048535	2303048798
2303047048	2303047321	2303047581	2303047860	2303048076	2303048339	2303048536	2303048803
2303047051	2303047322	2303047585	2303047863	2303048084	2303048340	2303048543	2303048804
2303047052	2303047325	2303047595	2303047866	2303048090	2303048341	2303048551	2303048810
2303047053	2303047328	2303047601	2303047868	2303048091	2303048342	2303048557	2303048811
2303047056	2303047330	2303047602	2303047872	2303048094	2303048343	2303048562	2303048814
2303047061	2303047332	2303047605	2303047876	2303048095	2303048344	2303048568	2303048815
2303047067	2303047334	2303047606	2303047877	2303048104	2303048346	2303048576	2303048818
2303047074	2303047340	2303047607	2303047878	2303048111	2303048347	2303048586	2303048821
2303047075	2303047346	2303047608	2303047882	2303048112	2303048348	2303048591	2303048835
2303047077	2303047347	2303047609	2303047883	2303048116	2303048349	2303048598	2303048836
2303047078	2303047360	2303047611	2303047884	2303048117	2303048350	2303048605	2303048837
2303047079	2303047363	2303047620	2303047889	2303048124	2303048352	2303048611	2303048842
2303047085	2303047366	2303047641	2303047890	2303048136	2303048356	2303048622	2303048844
2303047102	2303047383	2303047659	2303047896	2303048137	2303048357	2303048626	2303048845
2303047103	2303047384	2303047663	2303047898	2303048148	2303048358	2303048627	2303048851
2303047108	2303047385	2303047664	2303047899	2303048149	2303048359	2303048631	2303048864
2303047113	2303047387	2303047665	2303047908	2303048151	2303048360	2303048632	2303048876
2303047114	2303047388	2303047666	2303047909	2303048152	2303048362	2303048644	2303048880

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2303048881	2303049102	2303049303	2303049596	2303049907	2303050178	2303050407	2303050805
2303048882	2303049103	2303049310	2303049598	2303049912	2303050180	2303050414	2303050806
2303048883	2303049104	2303049314	2303049600	2303049915	2303050189	2303050415	2303050845
2303048884	2303049108	2303049317	2303049601	2303049916	2303050190	2303050428	2303050846
2303048885	2303049110	2303049322	2303049602	2303049917	2303050191	2303050429	2303050854
2303048886	2303049113	2303049323	2303049607	2303049924	2303050197	2303050441	2303050855
2303048889	2303049114	2303049327	2303049608	2303049926	2303050202	2303050446	2303050858
2303048890	2303049115	2303049347	2303049616	2303049931	2303050206	2303050452	2303050874
2303048893	2303049116	2303049349	2303049621	2303049946	2303050209	2303050455	2303050878
2303048896	2303049117	2303049353	2303049629	2303049956	2303050213	2303050456	2303050899
2303048898	2303049119	2303049354	2303049633	2303049961	2303050215	2303050459	2303050904
2303048899	2303049126	2303049362	2303049636	2303049964	2303050216	2303050463	2303050911
2303048901	2303049134	2303049364	2303049637	2303049966	2303050217	2303050469	2303050912
2303048912	2303049140	2303049366	2303049649	2303049970	2303050219	2303050470	2303050921
2303048917	2303049141	2303049369	2303049650	2303049971	2303050220	2303050474	2303050922
2303048918	2303049148	2303049373	2303049654	2303049972	2303050226	2303050475	2303050923
2303048919	2303049152	2303049374	2303049655	2303049982	2303050228	2303050477	2303050924
2303048925	2303049153	2303049386	2303049668	2303049984	2303050234	2303050502	2303050928
2303048926	2303049156	2303049397	2303049673	2303049985	2303050245	2303050509	2303050933
2303048929	2303049157	2303049404	2303049682	2303049986	2303050246	2303050514	2303050941
2303048935	2303049159	2303049405	2303049683	2303049996	2303050247	2303050535	2303050944
2303048939	2303049167	2303049408	2303049684	2303049997	2303050248	2303050552	2303050945
2303048943	2303049170	2303049410	2303049699	2303049998	2303050252	2303050557	2303050953
2303048944	2303049171	2303049411	2303049721	2303049999	2303050255	2303050565	2303050954
2303048948	2303049172	2303049413	2303049730	2303050016	2303050257	2303050569	2303050955
2303048949	2303049174	2303049419	2303049740	2303050017	2303050259	2303050571	2303050956
2303048951	2303049175	2303049422	2303049748	2303050019	2303050261	2303050575	2303050957
2303048960	2303049180	2303049430	2303049749	2303050020	2303050272	2303050584	2303050958
2303048961	2303049186	2303049449	2303049756	2303050022	2303050274	2303050585	2303050959
2303048963	2303049187	2303049450	2303049760	2303050031	2303050277	2303050608	2303050961
2303048965	2303049190	2303049452	2303049766	2303050034	2303050283	2303050610	2303050962
2303048967	2303049191	2303049454	2303049774	2303050040	2303050284	2303050611	2303050963
2303048974	2303049202	2303049463	2303049778	2303050045	2303050287	2303050612	2303050979
2303048977	2303049206	2303049464	2303049792	2303050059	2303050289	2303050613	2303050994
2303048992	2303049210	2303049473	2303049801	2303050061	2303050291	2303050631	2303051009
2303048995	2303049213	2303049476	2303049805	2303050065	2303050294	2303050632	2303051013
2303048997	2303049215	2303049480	2303049809	2303050068	2303050303	2303050634	2303051015
2303049009	2303049218	2303049485	2303049810	2303050069	2303050304	2303050649	2303051016
2303049011	2303049219	2303049487	2303049811	2303050075	2303050305	2303050652	2303051019
2303049025	2303049220	2303049499	2303049813	2303050078	2303050309	2303050659	2303051020
2303049027	2303049221	2303049501	2303049817	2303050087	2303050317	2303050660	2303051029
2303049035	2303049224	2303049505	2303049819	2303050093	2303050321	2303050671	2303051036
2303049036	2303049226	2303049506	2303049820	2303050094	2303050331	2303050672	2303051040
2303049037	2303049229	2303049509	2303049822	2303050097	2303050332	2303050673	2303051043
2303049039	2303049230	2303049518	2303049824	2303050099	2303050336	2303050685	2303051046
2303049040	2303049235	2303049522	2303049829	2303050107	2303050338	2303050689	2303051052
2303049041	2303049236	2303049533	2303049830	2303050109	2303050348	2303050711	2303051059
2303049042	2303049247	2303049535	2303049831	2303050111	2303050349	2303050720	2303051062
2303049045	2303049255	2303049536	2303049836	2303050113	2303050358	2303050728	2303051070
2303049047	2303049260	2303049537	2303049851	2303050115	2303050359	2303050730	2303051073
2303049051	2303049276	2303049543	2303049853	2303050119	2303050366	2303050733	2303051074
2303049059	2303049280	2303049545	2303049854	2303050120	2303050369	2303050746	2303051075
2303049076	2303049281	2303049547	2303049860	2303050123	2303050391	2303050747	2303051085
2303049077	2303049283	2303049549	2303049864	2303050130	2303050392	2303050753	2303051090
2303049078	2303049284	2303049550	2303049865	2303050131	2303050393	2303050755	2303051091
2303049079	2303049285	2303049559	2303049866	2303050134	2303050394	2303050758	2303051092
2303049084	2303049286	2303049561	2303049878	2303050136	2303050396	2303050762	2303051100
2303049085	2303049287	2303049579	2303049884	2303050143	2303050398	2303050767	2303051110
2303049086	2303049288	2303049580	2303049892	2303050146	2303050399	2303050772	2303051111
2303049087	2303049289	2303049589	2303049900	2303050162	2303050400	2303050777	2303051114
2303049091	2303049295	2303049594	2303049905	2303050167	2303050403	2303050800	2303051115
2303049101	2303049298	2303049595	2303049906	2303050168	2303050404	2303050804	2303051137

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2303051140	2303051398	2303051664	2303051920	2303052187	2303052456	2303052698	2303052937
2303051145	2303051402	2303051668	2303051925	2303052209	2303052459	2303052699	2303052940
2303051155	2303051403	2303051669	2303051926	2303052215	2303052460	2303052704	2303052943
2303051158	2303051408	2303051672	2303051927	2303052217	2303052463	2303052706	2303052947
2303051160	2303051411	2303051675	2303051928	2303052218	2303052464	2303052708	2303052956
2303051161	2303051412	2303051676	2303051929	2303052221	2303052465	2303052710	2303052958
2303051162	2303051416	2303051677	2303051930	2303052223	2303052470	2303052711	2303052959
2303051165	2303051425	2303051679	2303051934	2303052224	2303052473	2303052713	2303052961
2303051166	2303051427	2303051684	2303051940	2303052225	2303052477	2303052714	2303052962
2303051167	2303051445	2303051699	2303051941	2303052226	2303052478	2303052717	2303052966
2303051174	2303051446	2303051700	2303051942	2303052245	2303052480	2303052721	2303052971
2303051182	2303051448	2303051708	2303051943	2303052250	2303052494	2303052729	2303052972
2303051190	2303051449	2303051710	2303051944	2303052258	2303052495	2303052731	2303052973
2303051192	2303051450	2303051711	2303051953	2303052261	2303052505	2303052735	2303052975
2303051194	2303051451	2303051723	2303051968	2303052266	2303052506	2303052736	2303052986
2303051195	2303051453	2303051728	2303051972	2303052267	2303052507	2303052738	2303052993
2303051196	2303051458	2303051734	2303051975	2303052268	2303052515	2303052740	2303052998
2303051197	2303051461	2303051735	2303051976	2303052269	2303052525	2303052750	2303052999
2303051198	2303051470	2303051741	2303051979	2303052272	2303052527	2303052753	2303053001
2303051200	2303051475	2303051743	2303051980	2303052273	2303052529	2303052754	2303053016
2303051215	2303051487	2303051760	2303051986	2303052278	2303052530	2303052755	2303053017
2303051219	2303051488	2303051761	2303051993	2303052279	2303052531	2303052758	2303053028
2303051247	2303051489	2303051762	2303051997	2303052286	2303052539	2303052767	2303053031
2303051253	2303051490	2303051770	2303052010	2303052293	2303052540	2303052769	2303053040
2303051262	2303051491	2303051771	2303052013	2303052303	2303052543	2303052770	2303053041
2303051265	2303051492	2303051772	2303052017	2303052310	2303052550	2303052772	2303053046
2303051266	2303051499	2303051773	2303052018	2303052313	2303052552	2303052773	2303053048
2303051270	2303051505	2303051774	2303052019	2303052325	2303052567	2303052787	2303053049
2303051281	2303051515	2303051778	2303052023	2303052333	2303052568	2303052795	2303053058
2303051294	2303051519	2303051784	2303052034	2303052334	2303052576	2303052796	2303053060
2303051295	2303051531	2303051791	2303052044	2303052336	2303052579	2303052801	2303053062
2303051296	2303051532	2303051793	2303052045	2303052343	2303052580	2303052802	2303053066
2303051297	2303051541	2303051799	2303052046	2303052345	2303052581	2303052803	2303053075
2303051298	2303051544	2303051800	2303052047	2303052348	2303052583	2303052814	2303053087
2303051299	2303051545	2303051809	2303052048	2303052349	2303052587	2303052815	2303053096
2303051300	2303051548	2303051813	2303052055	2303052350	2303052590	2303052823	2303053098
2303051318	2303051550	2303051819	2303052070	2303052351	2303052591	2303052827	2303053100
2303051320	2303051551	2303051821	2303052090	2303052352	2303052594	2303052829	2303053104
2303051322	2303051553	2303051822	2303052091	2303052354	2303052601	2303052832	2303053105
2303051323	2303051555	2303051824	2303052093	2303052365	2303052617	2303052834	2303053112
2303051325	2303051556	2303051825	2303052101	2303052370	2303052622	2303052840	2303053117
2303051329	2303051563	2303051828	2303052106	2303052371	2303052630	2303052842	2303053118
2303051334	2303051571	2303051831	2303052118	2303052374	2303052638	2303052843	2303053133
2303051336	2303051573	2303051835	2303052122	2303052375	2303052641	2303052844	2303053135
2303051346	2303051574	2303051850	2303052124	2303052384	2303052642	2303052850	2303053156
2303051347	2303051575	2303051857	2303052127	2303052388	2303052644	2303052853	2303053165
2303051348	2303051590	2303051858	2303052131	2303052399	2303052645	2303052863	2303053178
2303051349	2303051592	2303051859	2303052133	2303052402	2303052646	2303052869	2303053184
2303051360	2303051606	2303051860	2303052134	2303052403	2303052649	2303052873	2303053194
2303051361	2303051611	2303051868	2303052149	2303052410	2303052650	2303052874	2303053195
2303051363	2303051617	2303051871	2303052151	2303052413	2303052652	2303052875	2303053207
2303051365	2303051633	2303051872	2303052153	2303052419	2303052653	2303052876	2303053208
2303051366	2303051641	2303051877	2303052157	2303052433	2303052654	2303052878	2303053211
2303051368	2303051642	2303051885	2303052158	2303052436	2303052655	2303052889	2303053212
2303051370	2303051643	2303051886	2303052161	2303052441	2303052665	2303052891	2303053215
2303051373	2303051644	2303051887	2303052165	2303052442	2303052667	2303052893	2303053216
2303051374	2303051649	2303051889	2303052171	2303052444	2303052678	2303052899	2303053223
2303051382	2303051650	2303051891	2303052172	2303052445	2303052679	2303052905	2303053224
2303051385	2303051651	2303051899	2303052179	2303052449	2303052680	2303052906	2303053227
2303051386	2303051656	2303051905	2303052181	2303052452	2303052686	2303052909	2303053241
2303051395	2303051660	2303051914	2303052185	2303052453	2303052695	2303052919	2303053242
2303051397	2303051661	2303051919	2303052186	2303052454	2303052697	2303052931	2303053246

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2303053248	2303053547	2303053792	2303054061	2303054299	2303054543	2303054824	2303055109
2303053250	2303053549	2303053794	2303054063	2303054300	2303054545	2303054825	2303055110
2303053253	2303053550	2303053795	2303054066	2303054301	2303054549	2303054835	2303055114
2303053258	2303053552	2303053796	2303054071	2303054302	2303054550	2303054847	2303055115
2303053263	2303053560	2303053803	2303054073	2303054304	2303054554	2303054854	2303055134
2303053264	2303053562	2303053804	2303054079	2303054316	2303054560	2303054857	2303055146
2303053265	2303053572	2303053809	2303054080	2303054323	2303054562	2303054863	2303055149
2303053267	2303053573	2303053810	2303054081	2303054325	2303054563	2303054869	2303055150
2303053271	2303053578	2303053811	2303054085	2303054339	2303054565	2303054870	2303055152
2303053276	2303053581	2303053812	2303054086	2303054340	2303054572	2303054878	2303055154
2303053285	2303053582	2303053815	2303054089	2303054344	2303054578	2303054880	2303055155
2303053291	2303053587	2303053817	2303054090	2303054345	2303054579	2303054883	2303055173
2303053295	2303053588	2303053819	2303054098	2303054348	2303054581	2303054884	2303055187
2303053299	2303053589	2303053825	2303054100	2303054351	2303054585	2303054892	2303055192
2303053300	2303053590	2303053826	2303054102	2303054361	2303054588	2303054893	2303055193
2303053301	2303053591	2303053827	2303054103	2303054363	2303054590	2303054905	2303055199
2303053312	2303053593	2303053828	2303054107	2303054366	2303054591	2303054907	2303055201
2303053314	2303053595	2303053840	2303054109	2303054367	2303054592	2303054919	2303055203
2303053318	2303053600	2303053843	2303054110	2303054368	2303054593	2303054941	2303055204
2303053322	2303053617	2303053848	2303054114	2303054372	2303054602	2303054942	2303055205
2303053326	2303053622	2303053859	2303054115	2303054374	2303054609	2303054943	2303055206
2303053346	2303053623	2303053862	2303054128	2303054377	2303054622	2303054948	2303055216
2303053349	2303053624	2303053863	2303054135	2303054378	2303054627	2303054957	2303055225
2303053350	2303053625	2303053864	2303054142	2303054387	2303054628	2303054961	2303055227
2303053358	2303053626	2303053865	2303054146	2303054388	2303054635	2303054962	2303055230
2303053362	2303053634	2303053866	2303054149	2303054392	2303054636	2303054964	2303055233
2303053363	2303053640	2303053867	2303054154	2303054400	2303054640	2303054965	2303055235
2303053367	2303053641	2303053876	2303054161	2303054403	2303054643	2303054970	2303055236
2303053369	2303053646	2303053877	2303054167	2303054413	2303054655	2303054978	2303055240
2303053376	2303053647	2303053885	2303054168	2303054414	2303054657	2303054979	2303055243
2303053377	2303053649	2303053886	2303054171	2303054415	2303054658	2303054981	2303055245
2303053382	2303053651	2303053894	2303054173	2303054416	2303054659	2303054982	2303055246
2303053387	2303053652	2303053895	2303054175	2303054422	2303054664	2303054984	2303055247
2303053388	2303053653	2303053900	2303054176	2303054423	2303054668	2303054985	2303055254
2303053390	2303053654	2303053904	2303054190	2303054424	2303054669	2303054990	2303055257
2303053391	2303053655	2303053910	2303054191	2303054427	2303054671	2303054999	2303055264
2303053399	2303053656	2303053918	2303054195	2303054428	2303054672	2303055003	2303055268
2303053401	2303053657	2303053919	2303054198	2303054429	2303054676	2303055004	2303055269
2303053405	2303053660	2303053926	2303054202	2303054433	2303054677	2303055006	2303055270
2303053410	2303053679	2303053927	2303054203	2303054434	2303054682	2303055007	2303055271
2303053429	2303053685	2303053930	2303054204	2303054440	2303054691	2303055022	2303055272
2303053434	2303053699	2303053931	2303054205	2303054441	2303054703	2303055023	2303055274
2303053435	2303053700	2303053938	2303054207	2303054448	2303054706	2303055028	2303055276
2303053446	2303053704	2303053944	2303054208	2303054450	2303054716	2303055039	2303055277
2303053447	2303053718	2303053948	2303054209	2303054452	2303054724	2303055053	2303055281
2303053448	2303053719	2303053961	2303054215	2303054453	2303054728	2303055054	2303055285
2303053454	2303053720	2303053974	2303054216	2303054454	2303054731	2303055055	2303055295
2303053457	2303053721	2303053978	2303054218	2303054457	2303054736	2303055057	2303055296
2303053483	2303053723	2303053985	2303054219	2303054462	2303054753	2303055060	2303055297
2303053486	2303053730	2303053989	2303054223	2303054469	2303054768	2303055061	2303055302
2303053494	2303053738	2303054001	2303054232	2303054470	2303054769	2303055063	2303055305
2303053499	2303053748	2303054002	2303054234	2303054471	2303054776	2303055071	2303055314
2303053505	2303053750	2303054003	2303054235	2303054472	2303054785	2303055081	2303055322
2303053506	2303053753	2303054011	2303054236	2303054473	2303054787	2303055082	2303055324
2303053507	2303053755	2303054018	2303054237	2303054486	2303054793	2303055083	2303055331
2303053510	2303053760	2303054026	2303054238	2303054496	2303054797	2303055084	2303055335
2303053513	2303053764	2303054030	2303054239	2303054497	2303054800	2303055085	2303055343
2303053525	2303053777	2303054033	2303054240	2303054507	2303054801	2303055096	2303055344
2303053538	2303053778	2303054034	2303054265	2303054516	2303054810	2303055097	2303055346
2303053540	2303053783	2303054035	2303054266	2303054525	2303054813	2303055098	2303055347
2303053541	2303053785	2303054036	2303054285	2303054526	2303054817	2303055099	2303055348
2303053544	2303053791	2303054038	2303054288	2303054529	2303054819	2303055100	2303055350

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2303055352	2303055618	2303055916	2303056224	2303056534	2303056774	2303057054	2303057318
2303055353	2303055619	2303055920	2303056232	2303056535	2303056775	2303057056	2303057319
2303055358	2303055632	2303055921	2303056237	2303056538	2303056788	2303057060	2303057320
2303055360	2303055637	2303055935	2303056242	2303056544	2303056801	2303057064	2303057330
2303055361	2303055640	2303055943	2303056243	2303056552	2303056805	2303057086	2303057335
2303055362	2303055643	2303055961	2303056246	2303056553	2303056809	2303057095	2303057336
2303055366	2303055644	2303055962	2303056251	2303056555	2303056815	2303057096	2303057337
2303055369	2303055656	2303055963	2303056253	2303056556	2303056816	2303057099	2303057340
2303055371	2303055657	2303055972	2303056257	2303056570	2303056821	2303057100	2303057342
2303055375	2303055661	2303055976	2303056258	2303056571	2303056823	2303057102	2303057346
2303055386	2303055677	2303055983	2303056259	2303056575	2303056827	2303057114	2303057354
2303055390	2303055682	2303055994	2303056288	2303056583	2303056837	2303057124	2303057355
2303055397	2303055683	2303055995	2303056291	2303056587	2303056840	2303057132	2303057356
2303055398	2303055689	2303056008	2303056301	2303056591	2303056853	2303057133	2303057357
2303055399	2303055690	2303056017	2303056323	2303056603	2303056855	2303057137	2303057358
2303055400	2303055693	2303056023	2303056326	2303056608	2303056859	2303057142	2303057364
2303055402	2303055697	2303056035	2303056330	2303056611	2303056861	2303057155	2303057365
2303055411	2303055702	2303056045	2303056336	2303056612	2303056862	2303057156	2303057377
2303055412	2303055703	2303056047	2303056340	2303056615	2303056863	2303057161	2303057378
2303055418	2303055710	2303056055	2303056342	2303056623	2303056867	2303057164	2303057380
2303055419	2303055714	2303056056	2303056348	2303056630	2303056869	2303057165	2303057381
2303055430	2303055720	2303056061	2303056351	2303056634	2303056870	2303057172	2303057382
2303055442	2303055722	2303056064	2303056353	2303056635	2303056875	2303057176	2303057383
2303055443	2303055724	2303056066	2303056363	2303056652	2303056879	2303057177	2303057387
2303055446	2303055726	2303056067	2303056367	2303056653	2303056887	2303057188	2303057388
2303055451	2303055730	2303056071	2303056368	2303056654	2303056890	2303057189	2303057391
2303055454	2303055734	2303056076	2303056374	2303056659	2303056894	2303057191	2303057405
2303055462	2303055739	2303056086	2303056375	2303056660	2303056895	2303057194	2303057407
2303055463	2303055743	2303056087	2303056376	2303056666	2303056902	2303057196	2303057408
2303055469	2303055744	2303056092	2303056377	2303056668	2303056919	2303057200	2303057409
2303055479	2303055754	2303056093	2303056378	2303056669	2303056922	2303057201	2303057410
2303055480	2303055764	2303056109	2303056381	2303056670	2303056927	2303057202	2303057411
2303055481	2303055767	2303056111	2303056391	2303056675	2303056928	2303057212	2303057412
2303055485	2303055770	2303056113	2303056395	2303056681	2303056930	2303057220	2303057420
2303055490	2303055771	2303056114	2303056404	2303056682	2303056935	2303057224	2303057421
2303055497	2303055775	2303056116	2303056407	2303056683	2303056936	2303057225	2303057426
2303055499	2303055777	2303056120	2303056408	2303056688	2303056937	2303057226	2303057434
2303055505	2303055780	2303056121	2303056414	2303056694	2303056947	2303057227	2303057441
2303055506	2303055784	2303056132	2303056418	2303056695	2303056949	2303057236	2303057449
2303055507	2303055789	2303056139	2303056422	2303056696	2303056967	2303057237	2303057460
2303055510	2303055792	2303056141	2303056433	2303056703	2303056970	2303057246	2303057461
2303055514	2303055794	2303056145	2303056437	2303056716	2303056979	2303057248	2303057469
2303055515	2303055795	2303056167	2303056439	2303056717	2303056981	2303057249	2303057470
2303055517	2303055798	2303056168	2303056458	2303056718	2303056982	2303057250	2303057475
2303055523	2303055804	2303056169	2303056459	2303056721	2303056985	2303057251	2303057477
2303055533	2303055806	2303056173	2303056460	2303056726	2303056986	2303057256	2303057482
2303055534	2303055807	2303056174	2303056463	2303056727	2303056987	2303057258	2303057483
2303055545	2303055824	2303056175	2303056464	2303056729	2303056997	2303057271	2303057485
2303055547	2303055832	2303056181	2303056465	2303056736	2303057001	2303057280	2303057487
2303055555	2303055844	2303056185	2303056471	2303056737	2303057006	2303057282	2303057488
2303055558	2303055845	2303056188	2303056472	2303056738	2303057008	2303057284	2303057491
2303055565	2303055848	2303056189	2303056476	2303056740	2303057009	2303057285	2303057504
2303055566	2303055853	2303056192	2303056481	2303056742	2303057013	2303057290	2303057513
2303055573	2303055860	2303056197	2303056491	2303056743	2303057014	2303057306	2303057514
2303055574	2303055866	2303056200	2303056493	2303056744	2303057017	2303057307	2303057518
2303055575	2303055877	2303056209	2303056494	2303056758	2303057018	2303057308	2303057521
2303055589	2303055878	2303056211	2303056495	2303056759	2303057028	2303057311	2303057534
2303055593	2303055879	2303056213	2303056501	2303056762	2303057029	2303057313	2303057536
2303055599	2303055880	2303056216	2303056506	2303056763	2303057032	2303057314	2303057542
2303055600	2303055883	2303056218	2303056507	2303056765	2303057040	2303057315	2303057543
2303055609	2303055902	2303056222	2303056511	2303056766	2303057041	2303057316	2303057545
2303055617	2303055909	2303056223	2303056529	2303056767	2303057050	2303057317	2303057547

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2303057554	2303057786	2303058043	2303058285	2303058512	2303058837	2303059052	2303059306
2303057562	2303057787	2303058045	2303058290	2303058534	2303058843	2303059055	2303059307
2303057563	2303057797	2303058046	2303058291	2303058535	2303058844	2303059056	2303059318
2303057564	2303057799	2303058047	2303058292	2303058536	2303058845	2303059057	2303059320
2303057566	2303057800	2303058050	2303058294	2303058537	2303058846	2303059060	2303059321
2303057567	2303057804	2303058054	2303058303	2303058538	2303058850	2303059063	2303059323
2303057581	2303057805	2303058059	2303058305	2303058545	2303058853	2303059072	2303059324
2303057582	2303057806	2303058062	2303058307	2303058547	2303058854	2303059073	2303059325
2303057586	2303057810	2303058063	2303058308	2303058548	2303058856	2303059080	2303059327
2303057590	2303057811	2303058066	2303058310	2303058549	2303058862	2303059081	2303059329
2303057591	2303057813	2303058072	2303058311	2303058550	2303058863	2303059084	2303059333
2303057592	2303057814	2303058073	2303058315	2303058553	2303058868	2303059087	2303059334
2303057593	2303057816	2303058074	2303058316	2303058559	2303058874	2303059089	2303059335
2303057595	2303057817	2303058093	2303058334	2303058560	2303058875	2303059091	2303059338
2303057598	2303057823	2303058100	2303058338	2303058577	2303058883	2303059092	2303059339
2303057601	2303057826	2303058102	2303058342	2303058581	2303058901	2303059095	2303059348
2303057602	2303057829	2303058106	2303058343	2303058590	2303058902	2303059096	2303059353
2303057605	2303057834	2303058113	2303058346	2303058606	2303058903	2303059097	2303059365
2303057606	2303057835	2303058115	2303058347	2303058610	2303058908	2303059101	2303059380
2303057608	2303057841	2303058129	2303058349	2303058611	2303058909	2303059105	2303059383
2303057611	2303057851	2303058133	2303058353	2303058620	2303058912	2303059106	2303059384
2303057614	2303057852	2303058141	2303058354	2303058623	2303058924	2303059109	2303059386
2303057615	2303057857	2303058142	2303058355	2303058632	2303058932	2303059117	2303059388
2303057616	2303057858	2303058143	2303058356	2303058634	2303058940	2303059119	2303059389
2303057621	2303057859	2303058144	2303058357	2303058637	2303058941	2303059122	2303059390
2303057623	2303057864	2303058146	2303058359	2303058647	2303058942	2303059123	2303059394
2303057630	2303057865	2303058148	2303058364	2303058649	2303058947	2303059135	2303059395
2303057632	2303057866	2303058156	2303058365	2303058661	2303058948	2303059138	2303059396
2303057639	2303057872	2303058157	2303058368	2303058672	2303058951	2303059142	2303059397
2303057649	2303057874	2303058163	2303058370	2303058673	2303058955	2303059148	2303059398
2303057653	2303057878	2303058165	2303058373	2303058674	2303058956	2303059153	2303059399
2303057654	2303057884	2303058166	2303058374	2303058678	2303058975	2303059158	2303059400
2303057661	2303057886	2303058167	2303058375	2303058685	2303058978	2303059160	2303059401
2303057670	2303057894	2303058169	2303058380	2303058708	2303058981	2303059169	2303059402
2303057672	2303057901	2303058176	2303058381	2303058709	2303058983	2303059170	2303059403
2303057673	2303057902	2303058182	2303058386	2303058711	2303058984	2303059176	2303059404
2303057677	2303057903	2303058183	2303058389	2303058717	2303058987	2303059182	2303059405
2303057680	2303057904	2303058184	2303058393	2303058718	2303058988	2303059203	2303059407
2303057683	2303057906	2303058185	2303058396	2303058719	2303058989	2303059204	2303059420
2303057684	2303057914	2303058191	2303058399	2303058724	2303058993	2303059205	2303059422
2303057694	2303057916	2303058197	2303058404	2303058726	2303058994	2303059209	2303059423
2303057695	2303057924	2303058205	2303058409	2303058727	2303058995	2303059215	2303059433
2303057696	2303057925	2303058206	2303058416	2303058740	2303058996	2303059224	2303059441
2303057697	2303057933	2303058211	2303058418	2303058745	2303058997	2303059227	2303059444
2303057698	2303057937	2303058212	2303058423	2303058758	2303058998	2303059237	2303059445
2303057706	2303057953	2303058214	2303058428	2303058759	2303059003	2303059240	2303059448
2303057709	2303057956	2303058217	2303058432	2303058761	2303059005	2303059241	2303059450
2303057710	2303057957	2303058218	2303058435	2303058767	2303059007	2303059244	2303059453
2303057711	2303057966	2303058224	2303058437	2303058769	2303059008	2303059245	2303059454
2303057720	2303057976	2303058225	2303058438	2303058782	2303059011	2303059247	2303059463
2303057725	2303057985	2303058241	2303058439	2303058783	2303059013	2303059264	2303059471
2303057736	2303057986	2303058244	2303058440	2303058787	2303059015	2303059265	2303059476
2303057756	2303057987	2303058249	2303058443	2303058788	2303059016	2303059272	2303059480
2303057758	2303057989	2303058250	2303058445	2303058793	2303059018	2303059275	2303059492
2303057762	2303058006	2303058254	2303058467	2303058794	2303059026	2303059278	2303059493
2303057763	2303058014	2303058257	2303058472	2303058818	2303059027	2303059287	2303059497
2303057766	2303058015	2303058258	2303058474	2303058819	2303059033	2303059288	2303059498
2303057772	2303058016	2303058262	2303058475	2303058823	2303059034	2303059289	2303059499
2303057774	2303058018	2303058265	2303058480	2303058825	2303059041	2303059290	2303059504
2303057775	2303058023	2303058267	2303058482	2303058826	2303059042	2303059296	2303059506
2303057776	2303058030	2303058273	2303058491	2303058832	2303059048	2303059297	2303059509
2303057780	2303058037	2303058277	2303058495	2303058834	2303059049	2303059298	2303059513

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2303059515	2303059784	2303060094	2303060392	2303060672	2303060887	2303061173	2303061396
2303059516	2303059792	2303060100	2303060399	2303060679	2303060895	2303061174	2303061397
2303059518	2303059799	2303060105	2303060400	2303060683	2303060904	2303061180	2303061398
2303059524	2303059811	2303060111	2303060402	2303060690	2303060906	2303061181	2303061399
2303059527	2303059814	2303060118	2303060419	2303060698	2303060911	2303061182	2303061401
2303059529	2303059824	2303060119	2303060422	2303060699	2303060912	2303061201	2303061403
2303059530	2303059828	2303060128	2303060423	2303060709	2303060914	2303061205	2303061405
2303059535	2303059829	2303060136	2303060428	2303060711	2303060915	2303061207	2303061409
2303059540	2303059830	2303060138	2303060440	2303060718	2303060916	2303061208	2303061413
2303059544	2303059831	2303060139	2303060441	2303060719	2303060917	2303061214	2303061418
2303059550	2303059844	2303060141	2303060445	2303060720	2303060918	2303061215	2303061422
2303059553	2303059854	2303060158	2303060449	2303060723	2303060919	2303061217	2303061440
2303059565	2303059857	2303060159	2303060450	2303060724	2303060926	2303061227	2303061441
2303059567	2303059858	2303060163	2303060451	2303060725	2303060927	2303061229	2303061446
2303059575	2303059859	2303060164	2303060465	2303060726	2303060930	2303061232	2303061447
2303059576	2303059860	2303060166	2303060475	2303060733	2303060936	2303061236	2303061453
2303059584	2303059861	2303060180	2303060476	2303060736	2303060942	2303061237	2303061460
2303059585	2303059868	2303060181	2303060477	2303060738	2303060943	2303061241	2303061463
2303059589	2303059869	2303060183	2303060478	2303060739	2303060944	2303061250	2303061477
2303059590	2303059876	2303060188	2303060479	2303060740	2303060948	2303061258	2303061479
2303059594	2303059877	2303060197	2303060480	2303060741	2303060952	2303061260	2303061484
2303059595	2303059878	2303060200	2303060495	2303060742	2303060953	2303061270	2303061485
2303059596	2303059880	2303060203	2303060514	2303060752	2303060958	2303061275	2303061488
2303059605	2303059898	2303060205	2303060515	2303060753	2303060967	2303061279	2303061489
2303059608	2303059920	2303060206	2303060524	2303060758	2303060968	2303061280	2303061490
2303059609	2303059921	2303060210	2303060529	2303060763	2303060970	2303061283	2303061497
2303059611	2303059924	2303060211	2303060530	2303060765	2303060973	2303061296	2303061501
2303059615	2303059926	2303060212	2303060535	2303060767	2303060975	2303061300	2303061505
2303059617	2303059929	2303060213	2303060537	2303060772	2303060980	2303061301	2303061510
2303059620	2303059940	2303060214	2303060538	2303060781	2303060981	2303061314	2303061511
2303059624	2303059944	2303060216	2303060544	2303060782	2303060985	2303061315	2303061512
2303059635	2303059949	2303060234	2303060545	2303060783	2303061008	2303061319	2303061520
2303059637	2303059958	2303060235	2303060546	2303060784	2303061013	2303061321	2303061522
2303059652	2303059959	2303060236	2303060547	2303060785	2303061021	2303061323	2303061524
2303059659	2303059969	2303060242	2303060548	2303060788	2303061028	2303061324	2303061533
2303059661	2303059970	2303060253	2303060558	2303060796	2303061040	2303061325	2303061539
2303059662	2303059974	2303060271	2303060562	2303060803	2303061041	2303061329	2303061541
2303059670	2303059978	2303060272	2303060565	2303060805	2303061055	2303061333	2303061545
2303059674	2303059979	2303060273	2303060567	2303060807	2303061059	2303061334	2303061555
2303059675	2303059980	2303060274	2303060576	2303060808	2303061060	2303061335	2303061558
2303059682	2303059995	2303060281	2303060581	2303060815	2303061066	2303061339	2303061559
2303059690	2303060005	2303060287	2303060584	2303060817	2303061077	2303061340	2303061560
2303059691	2303060013	2303060294	2303060585	2303060818	2303061078	2303061341	2303061565
2303059692	2303060019	2303060312	2303060586	2303060820	2303061082	2303061342	2303061566
2303059705	2303060027	2303060328	2303060588	2303060821	2303061083	2303061343	2303061567
2303059706	2303060031	2303060331	2303060589	2303060822	2303061091	2303061344	2303061568
2303059707	2303060032	2303060332	2303060590	2303060823	2303061094	2303061349	2303061571
2303059708	2303060035	2303060335	2303060591	2303060826	2303061097	2303061350	2303061574
2303059712	2303060041	2303060339	2303060593	2303060828	2303061101	2303061358	2303061577
2303059714	2303060047	2303060340	2303060595	2303060829	2303061104	2303061360	2303061586
2303059716	2303060048	2303060357	2303060598	2303060830	2303061107	2303061363	2303061587
2303059739	2303060050	2303060358	2303060599	2303060832	2303061108	2303061367	2303061590
2303059740	2303060051	2303060364	2303060615	2303060835	2303061115	2303061370	2303061600
2303059744	2303060052	2303060367	2303060619	2303060836	2303061119	2303061372	2303061601
2303059745	2303060058	2303060368	2303060633	2303060841	2303061121	2303061373	2303061633
2303059747	2303060059	2303060369	2303060636	2303060852	2303061123	2303061374	2303061634
2303059748	2303060060	2303060373	2303060637	2303060858	2303061141	2303061375	2303061635
2303059749	2303060063	2303060374	2303060645	2303060859	2303061148	2303061379	2303061636
2303059761	2303060064	2303060378	2303060646	2303060860	2303061149	2303061380	2303061638
2303059763	2303060083	2303060382	2303060654	2303060874	2303061156	2303061389	2303061639
2303059772	2303060090	2303060387	2303060663	2303060880	2303061162	2303061390	2303061642
2303059778	2303060091	2303060391	2303060664	2303060883	2303061168	2303061392	2303061643

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2303061644	2303061976	2303062210	2303062563	2303062806	2303063060	2303063292	2303063530
2303061648	2303061978	2303062215	2303062564	2303062824	2303063061	2303063293	2303063537
2303061659	2303061979	2303062218	2303062565	2303062831	2303063064	2303063298	2303063548
2303061664	2303061983	2303062222	2303062566	2303062833	2303063065	2303063312	2303063549
2303061665	2303061984	2303062233	2303062567	2303062837	2303063066	2303063328	2303063550
2303061678	2303061986	2303062234	2303062573	2303062839	2303063071	2303063345	2303063554
2303061695	2303062010	2303062248	2303062574	2303062840	2303063072	2303063346	2303063557
2303061700	2303062013	2303062250	2303062578	2303062842	2303063075	2303063351	2303063559
2303061701	2303062017	2303062255	2303062585	2303062844	2303063079	2303063358	2303063561
2303061711	2303062018	2303062256	2303062586	2303062847	2303063082	2303063359	2303063567
2303061713	2303062019	2303062257	2303062589	2303062849	2303063084	2303063360	2303063568
2303061718	2303062026	2303062258	2303062592	2303062850	2303063090	2303063361	2303063576
2303061721	2303062028	2303062259	2303062593	2303062857	2303063094	2303063362	2303063585
2303061739	2303062030	2303062261	2303062595	2303062876	2303063095	2303063369	2303063592
2303061741	2303062034	2303062276	2303062603	2303062878	2303063096	2303063371	2303063593
2303061745	2303062045	2303062277	2303062611	2303062880	2303063097	2303063376	2303063597
2303061747	2303062059	2303062280	2303062615	2303062881	2303063098	2303063382	2303063600
2303061748	2303062063	2303062281	2303062618	2303062883	2303063103	2303063389	2303063601
2303061750	2303062070	2303062283	2303062619	2303062884	2303063104	2303063392	2303063612
2303061751	2303062071	2303062284	2303062623	2303062898	2303063105	2303063394	2303063614
2303061752	2303062076	2303062285	2303062624	2303062899	2303063110	2303063397	2303063621
2303061762	2303062077	2303062286	2303062634	2303062900	2303063117	2303063398	2303063622
2303061765	2303062078	2303062292	2303062639	2303062901	2303063120	2303063408	2303063624
2303061772	2303062079	2303062295	2303062643	2303062902	2303063122	2303063409	2303063626
2303061774	2303062081	2303062303	2303062644	2303062905	2303063132	2303063410	2303063627
2303061777	2303062084	2303062306	2303062645	2303062915	2303063133	2303063414	2303063632
2303061778	2303062093	2303062307	2303062646	2303062917	2303063134	2303063419	2303063634
2303061786	2303062096	2303062311	2303062648	2303062923	2303063136	2303063421	2303063635
2303061788	2303062098	2303062315	2303062650	2303062924	2303063138	2303063427	2303063636
2303061801	2303062104	2303062316	2303062666	2303062926	2303063147	2303063428	2303063646
2303061802	2303062105	2303062320	2303062671	2303062927	2303063151	2303063432	2303063654
2303061806	2303062112	2303062323	2303062675	2303062933	2303063152	2303063433	2303063666
2303061807	2303062115	2303062329	2303062676	2303062940	2303063157	2303063435	2303063667
2303061813	2303062124	2303062336	2303062677	2303062948	2303063163	2303063436	2303063675
2303061818	2303062138	2303062340	2303062682	2303062951	2303063169	2303063440	2303063685
2303061819	2303062139	2303062341	2303062692	2303062953	2303063174	2303063441	2303063686
2303061821	2303062141	2303062344	2303062693	2303062954	2303063175	2303063446	2303063687
2303061827	2303062147	2303062345	2303062694	2303062955	2303063177	2303063447	2303063688
2303061850	2303062149	2303062346	2303062701	2303062957	2303063181	2303063448	2303063691
2303061855	2303062150	2303062357	2303062703	2303062958	2303063192	2303063456	2303063693
2303061866	2303062151	2303062358	2303062718	2303062959	2303063194	2303063461	2303063694
2303061870	2303062162	2303062364	2303062721	2303062960	2303063195	2303063464	2303063695
2303061871	2303062163	2303062372	2303062722	2303062964	2303063196	2303063465	2303063698
2303061876	2303062164	2303062383	2303062723	2303062973	2303063197	2303063466	2303063700
2303061881	2303062165	2303062389	2303062725	2303062974	2303063199	2303063475	2303063705
2303061884	2303062166	2303062399	2303062727	2303062977	2303063212	2303063477	2303063706
2303061885	2303062171	2303062405	2303062728	2303062979	2303063217	2303063487	2303063708
2303061906	2303062174	2303062413	2303062729	2303062983	2303063219	2303063488	2303063712
2303061907	2303062177	2303062424	2303062730	2303062984	2303063235	2303063490	2303063719
2303061908	2303062178	2303062427	2303062735	2303062987	2303063238	2303063491	2303063728
2303061909	2303062180	2303062428	2303062757	2303062990	2303063248	2303063492	2303063730
2303061910	2303062182	2303062448	2303062768	2303062991	2303063249	2303063493	2303063737
2303061913	2303062183	2303062449	2303062769	2303062993	2303063250	2303063494	2303063738
2303061941	2303062185	2303062454	2303062774	2303062994	2303063259	2303063503	2303063740
2303061950	2303062189	2303062490	2303062775	2303062995	2303063262	2303063504	2303063741
2303061954	2303062194	2303062495	2303062781	2303063024	2303063272	2303063511	2303063759
2303061957	2303062195	2303062543	2303062782	2303063025	2303063274	2303063515	2303063760
2303061958	2303062196	2303062545	2303062785	2303063034	2303063279	2303063517	2303063761
2303061959	2303062197	2303062555	2303062789	2303063035	2303063281	2303063519	2303063762
2303061969	2303062201	2303062560	2303062793	2303063054	2303063287	2303063522	2303063765
2303061971	2303062203	2303062561	2303062799	2303063058	2303063288	2303063523	2303063770
2303061974	2303062208	2303062562	2303062804	2303063059	2303063290	2303063529	2303063771

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2303063773	2303064058	2303064266	2303064506	2303064743	2303065009	2303065189	2303065439
2303063775	2303064074	2303064275	2303064509	2303064744	2303065011	2303065190	2303065446
2303063782	2303064078	2303064285	2303064510	2303064751	2303065016	2303065198	2303065448
2303063784	2303064079	2303064294	2303064511	2303064752	2303065017	2303065202	2303065449
2303063785	2303064083	2303064298	2303064512	2303064753	2303065018	2303065203	2303065451
2303063786	2303064091	2303064299	2303064513	2303064755	2303065024	2303065206	2303065456
2303063790	2303064092	2303064300	2303064514	2303064760	2303065028	2303065208	2303065458
2303063791	2303064095	2303064302	2303064515	2303064764	2303065029	2303065209	2303065460
2303063792	2303064098	2303064311	2303064518	2303064766	2303065037	2303065210	2303065463
2303063798	2303064100	2303064316	2303064521	2303064773	2303065038	2303065219	2303065464
2303063803	2303064107	2303064318	2303064522	2303064781	2303065040	2303065225	2303065465
2303063809	2303064112	2303064320	2303064523	2303064782	2303065041	2303065226	2303065476
2303063812	2303064115	2303064325	2303064524	2303064785	2303065046	2303065233	2303065477
2303063814	2303064117	2303064326	2303064525	2303064786	2303065048	2303065235	2303065478
2303063816	2303064122	2303064328	2303064542	2303064787	2303065057	2303065236	2303065479
2303063818	2303064123	2303064329	2303064547	2303064792	2303065061	2303065237	2303065482
2303063822	2303064124	2303064331	2303064548	2303064796	2303065062	2303065239	2303065483
2303063823	2303064126	2303064332	2303064554	2303064803	2303065063	2303065255	2303065492
2303063827	2303064130	2303064335	2303064556	2303064813	2303065064	2303065256	2303065493
2303063830	2303064131	2303064337	2303064563	2303064817	2303065065	2303065258	2303065496
2303063846	2303064134	2303064342	2303064568	2303064827	2303065069	2303065272	2303065500
2303063847	2303064137	2303064345	2303064569	2303064828	2303065070	2303065278	2303065501
2303063859	2303064138	2303064348	2303064576	2303064830	2303065071	2303065280	2303065505
2303063860	2303064140	2303064349	2303064593	2303064838	2303065072	2303065288	2303065509
2303063864	2303064143	2303064350	2303064601	2303064842	2303065073	2303065290	2303065513
2303063865	2303064144	2303064362	2303064608	2303064843	2303065078	2303065301	2303065515
2303063866	2303064145	2303064365	2303064609	2303064857	2303065079	2303065302	2303065516
2303063872	2303064147	2303064366	2303064621	2303064861	2303065080	2303065303	2303065536
2303063873	2303064148	2303064369	2303064624	2303064862	2303065083	2303065304	2303065541
2303063876	2303064149	2303064379	2303064625	2303064872	2303065087	2303065305	2303065551
2303063877	2303064150	2303064382	2303064627	2303064874	2303065095	2303065307	2303065575
2303063885	2303064155	2303064384	2303064632	2303064875	2303065096	2303065310	2303065578
2303063893	2303064161	2303064387	2303064633	2303064876	2303065100	2303065311	2303065579
2303063894	2303064164	2303064389	2303064634	2303064877	2303065101	2303065315	2303065585
2303063903	2303064166	2303064400	2303064635	2303064882	2303065102	2303065317	2303065609
2303063909	2303064167	2303064403	2303064637	2303064893	2303065111	2303065324	2303065610
2303063910	2303064178	2303064404	2303064638	2303064906	2303065112	2303065331	2303065620
2303063911	2303064179	2303064407	2303064639	2303064908	2303065119	2303065335	2303065621
2303063913	2303064180	2303064408	2303064640	2303064918	2303065120	2303065344	2303065630
2303063921	2303064186	2303064410	2303064643	2303064925	2303065124	2303065345	2303065631
2303063923	2303064188	2303064411	2303064646	2303064926	2303065128	2303065348	2303065633
2303063935	2303064189	2303064422	2303064647	2303064927	2303065129	2303065356	2303065634
2303063936	2303064205	2303064423	2303064652	2303064931	2303065135	2303065357	2303065637
2303063938	2303064207	2303064451	2303064653	2303064932	2303065138	2303065375	2303065638
2303063943	2303064208	2303064452	2303064656	2303064941	2303065139	2303065383	2303065642
2303063950	2303064213	2303064455	2303064661	2303064949	2303065140	2303065385	2303065645
2303063958	2303064214	2303064459	2303064665	2303064951	2303065141	2303065392	2303065646
2303063959	2303064215	2303064460	2303064666	2303064952	2303065148	2303065394	2303065647
2303063977	2303064220	2303064464	2303064667	2303064954	2303065149	2303065399	2303065648
2303063992	2303064232	2303064470	2303064680	2303064961	2303065156	2303065401	2303065651
2303063998	2303064233	2303064471	2303064682	2303064962	2303065157	2303065403	2303065660
2303063999	2303064234	2303064472	2303064683	2303064965	2303065158	2303065404	2303065666
2303064003	2303064236	2303064481	2303064684	2303064969	2303065159	2303065405	2303065678
2303064008	2303064237	2303064483	2303064686	2303064971	2303065160	2303065406	2303065679
2303064014	2303064238	2303064484	2303064693	2303064982	2303065164	2303065408	2303065685
2303064020	2303064243	2303064486	2303064696	2303064985	2303065165	2303065412	2303065686
2303064040	2303064245	2303064491	2303064702	2303064996	2303065167	2303065413	2303065690
2303064044	2303064254	2303064493	2303064706	2303064997	2303065173	2303065415	2303065691
2303064045	2303064259	2303064497	2303064712	2303065001	2303065175	2303065416	2303065697
2303064046	2303064260	2303064498	2303064713	2303065002	2303065183	2303065419	2303065698
2303064047	2303064264	2303064503	2303064730	2303065003	2303065184	2303065429	2303065700
2303064056	2303064265	2303064504	2303064734	2303065008	2303065187	2303065438	2303065701

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2303065702	2303065907	2303066086	2303066297	2303066469	2303066733	2303066933	2303067121
2303065703	2303065908	2303066090	2303066300	2303066473	2303066734	2303066934	2303067128
2303065704	2303065909	2303066093	2303066301	2303066475	2303066742	2303066935	2303067130
2303065707	2303065912	2303066099	2303066305	2303066477	2303066749	2303066936	2303067133
2303065713	2303065918	2303066103	2303066309	2303066487	2303066750	2303066937	2303067135
2303065714	2303065931	2303066104	2303066310	2303066488	2303066752	2303066941	2303067138
2303065717	2303065936	2303066108	2303066313	2303066502	2303066766	2303066943	2303067139
2303065718	2303065938	2303066109	2303066322	2303066503	2303066768	2303066944	2303067140
2303065719	2303065940	2303066110	2303066325	2303066504	2303066769	2303066945	2303067145
2303065721	2303065941	2303066113	2303066327	2303066507	2303066770	2303066946	2303067146
2303065727	2303065944	2303066116	2303066332	2303066516	2303066772	2303066947	2303067147
2303065728	2303065945	2303066117	2303066334	2303066520	2303066773	2303066950	2303067148
2303065729	2303065946	2303066118	2303066335	2303066522	2303066774	2303066953	2303067152
2303065730	2303065950	2303066122	2303066338	2303066523	2303066775	2303066954	2303067160
2303065732	2303065951	2303066125	2303066341	2303066533	2303066776	2303066956	2303067161
2303065734	2303065955	2303066127	2303066343	2303066537	2303066781	2303066965	2303067162
2303065738	2303065956	2303066129	2303066350	2303066538	2303066783	2303066971	2303067163
2303065756	2303065958	2303066132	2303066351	2303066539	2303066784	2303066972	2303067164
2303065757	2303065959	2303066136	2303066353	2303066551	2303066786	2303066973	2303067167
2303065758	2303065968	2303066141	2303066354	2303066553	2303066787	2303066974	2303067168
2303065766	2303065969	2303066143	2303066362	2303066565	2303066788	2303066975	2303067169
2303065767	2303065970	2303066146	2303066364	2303066572	2303066789	2303066982	2303067170
2303065773	2303065972	2303066147	2303066365	2303066579	2303066790	2303066983	2303067171
2303065777	2303065973	2303066148	2303066366	2303066580	2303066797	2303066984	2303067180
2303065779	2303065975	2303066159	2303066371	2303066581	2303066801	2303067001	2303067185
2303065788	2303065978	2303066161	2303066378	2303066582	2303066802	2303067018	2303067189
2303065790	2303065979	2303066162	2303066379	2303066586	2303066804	2303067019	2303067207
2303065791	2303065980	2303066165	2303066380	2303066593	2303066806	2303067022	2303067211
2303065793	2303065981	2303066166	2303066382	2303066605	2303066809	2303067023	2303067214
2303065795	2303065986	2303066185	2303066384	2303066608	2303066810	2303067024	2303067215
2303065796	2303065994	2303066192	2303066386	2303066614	2303066812	2303067025	2303067216
2303065797	2303065999	2303066194	2303066387	2303066616	2303066819	2303067029	2303067217
2303065798	2303066000	2303066198	2303066392	2303066624	2303066820	2303067032	2303067218
2303065802	2303066004	2303066202	2303066397	2303066631	2303066821	2303067039	2303067219
2303065804	2303066005	2303066203	2303066400	2303066632	2303066827	2303067040	2303067221
2303065806	2303066007	2303066205	2303066401	2303066638	2303066828	2303067044	2303067222
2303065813	2303066010	2303066206	2303066404	2303066646	2303066830	2303067047	2303067223
2303065817	2303066011	2303066213	2303066405	2303066647	2303066833	2303067048	2303067224
2303065821	2303066013	2303066214	2303066406	2303066648	2303066835	2303067049	2303067225
2303065822	2303066016	2303066215	2303066408	2303066660	2303066843	2303067054	2303067226
2303065831	2303066017	2303066226	2303066409	2303066664	2303066844	2303067055	2303067233
2303065838	2303066021	2303066232	2303066413	2303066678	2303066846	2303067056	2303067242
2303065846	2303066023	2303066233	2303066414	2303066679	2303066852	2303067064	2303067244
2303065847	2303066024	2303066239	2303066419	2303066680	2303066857	2303067068	2303067250
2303065857	2303066025	2303066240	2303066423	2303066681	2303066858	2303067069	2303067253
2303065858	2303066026	2303066242	2303066425	2303066683	2303066861	2303067070	2303067256
2303065862	2303066033	2303066244	2303066426	2303066686	2303066867	2303067072	2303067265
2303065868	2303066036	2303066250	2303066428	2303066690	2303066873	2303067073	2303067277
2303065869	2303066037	2303066254	2303066435	2303066699	2303066874	2303067074	2303067279
2303065871	2303066038	2303066261	2303066436	2303066700	2303066885	2303067075	2303067293
2303065872	2303066039	2303066262	2303066441	2303066701	2303066890	2303067078	2303067295
2303065873	2303066047	2303066264	2303066445	2303066704	2303066891	2303067079	2303067297
2303065874	2303066051	2303066266	2303066446	2303066713	2303066896	2303067080	2303067298
2303065878	2303066052	2303066268	2303066447	2303066714	2303066901	2303067087	2303067299
2303065887	2303066054	2303066269	2303066449	2303066721	2303066908	2303067093	2303067307
2303065888	2303066055	2303066270	2303066454	2303066722	2303066920	2303067094	2303067322
2303065896	2303066056	2303066277	2303066455	2303066723	2303066921	2303067095	2303067323
2303065897	2303066063	2303066286	2303066457	2303066725	2303066923	2303067097	2303067324
2303065899	2303066064	2303066292	2303066458	2303066726	2303066924	2303067098	2303067325
2303065900	2303066065	2303066294	2303066461	2303066727	2303066926	2303067108	2303067327
2303065903	2303066067	2303066295	2303066465	2303066728	2303066931	2303067116	2303067330
2303065906	2303066085	2303066296	2303066468	2303066729	2303066932	2303067118	2303067339

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2303067340	2303067535	2303067767	2303068019	2303068207	2303068516	2303068741	2303068932
2303067344	2303067536	2303067768	2303068022	2303068214	2303068517	2303068742	2303068941
2303067345	2303067543	2303067771	2303068027	2303068216	2303068518	2303068743	2303068942
2303067346	2303067557	2303067772	2303068033	2303068217	2303068519	2303068747	2303068943
2303067349	2303067561	2303067773	2303068035	2303068224	2303068525	2303068752	2303068944
2303067353	2303067562	2303067774	2303068040	2303068237	2303068542	2303068753	2303068953
2303067354	2303067563	2303067775	2303068042	2303068257	2303068545	2303068756	2303068962
2303067355	2303067564	2303067780	2303068047	2303068269	2303068546	2303068759	2303068967
2303067362	2303067576	2303067787	2303068048	2303068271	2303068550	2303068760	2303068981
2303067364	2303067578	2303067788	2303068054	2303068280	2303068551	2303068761	2303068983
2303067365	2303067583	2303067789	2303068056	2303068296	2303068553	2303068767	2303068984
2303067371	2303067584	2303067793	2303068057	2303068298	2303068554	2303068768	2303068986
2303067378	2303067588	2303067794	2303068058	2303068308	2303068555	2303068769	2303068987
2303067380	2303067591	2303067795	2303068060	2303068311	2303068556	2303068775	2303068989
2303067381	2303067592	2303067797	2303068062	2303068314	2303068557	2303068780	2303068992
2303067382	2303067596	2303067799	2303068063	2303068321	2303068566	2303068781	2303068993
2303067384	2303067598	2303067800	2303068064	2303068322	2303068577	2303068782	2303068994
2303067387	2303067600	2303067807	2303068065	2303068328	2303068581	2303068788	2303068995
2303067394	2303067601	2303067813	2303068067	2303068329	2303068582	2303068790	2303068997
2303067395	2303067608	2303067815	2303068070	2303068336	2303068584	2303068791	2303068998
2303067398	2303067614	2303067819	2303068082	2303068337	2303068585	2303068802	2303068999
2303067399	2303067615	2303067825	2303068083	2303068338	2303068589	2303068803	2303069000
2303067406	2303067617	2303067826	2303068084	2303068356	2303068593	2303068805	2303069005
2303067407	2303067623	2303067836	2303068085	2303068366	2303068595	2303068811	2303069006
2303067408	2303067631	2303067838	2303068087	2303068367	2303068601	2303068812	2303069007
2303067409	2303067632	2303067840	2303068094	2303068372	2303068607	2303068823	2303069009
2303067410	2303067635	2303067842	2303068096	2303068381	2303068613	2303068826	2303069014
2303067413	2303067640	2303067844	2303068097	2303068382	2303068614	2303068827	2303069015
2303067415	2303067644	2303067846	2303068099	2303068383	2303068615	2303068831	2303069021
2303067416	2303067645	2303067856	2303068100	2303068384	2303068618	2303068834	2303069024
2303067423	2303067646	2303067857	2303068101	2303068387	2303068619	2303068839	2303069030
2303067424	2303067647	2303067859	2303068103	2303068389	2303068622	2303068841	2303069031
2303067428	2303067648	2303067873	2303068105	2303068406	2303068624	2303068843	2303069033
2303067436	2303067654	2303067875	2303068109	2303068407	2303068629	2303068858	2303069034
2303067443	2303067656	2303067878	2303068110	2303068412	2303068634	2303068859	2303069036
2303067444	2303067657	2303067884	2303068111	2303068416	2303068642	2303068860	2303069037
2303067445	2303067659	2303067898	2303068115	2303068417	2303068646	2303068863	2303069043
2303067446	2303067660	2303067905	2303068133	2303068423	2303068659	2303068864	2303069046
2303067447	2303067661	2303067912	2303068134	2303068424	2303068664	2303068865	2303069047
2303067449	2303067669	2303067913	2303068135	2303068425	2303068669	2303068877	2303069048
2303067452	2303067670	2303067916	2303068141	2303068427	2303068672	2303068878	2303069055
2303067454	2303067671	2303067919	2303068148	2303068428	2303068673	2303068879	2303069058
2303067458	2303067678	2303067924	2303068152	2303068430	2303068682	2303068880	2303069059
2303067459	2303067679	2303067925	2303068153	2303068431	2303068684	2303068884	2303069060
2303067465	2303067684	2303067945	2303068154	2303068435	2303068685	2303068885	2303069064
2303067467	2303067685	2303067950	2303068155	2303068440	2303068689	2303068886	2303069066
2303067468	2303067707	2303067951	2303068159	2303068448	2303068690	2303068887	2303069068
2303067469	2303067715	2303067956	2303068160	2303068449	2303068691	2303068888	2303069075
2303067473	2303067718	2303067960	2303068161	2303068450	2303068692	2303068889	2303069076
2303067480	2303067719	2303067964	2303068169	2303068452	2303068696	2303068890	2303069077
2303067481	2303067720	2303067966	2303068184	2303068456	2303068697	2303068895	2303069078
2303067484	2303067723	2303067968	2303068185	2303068460	2303068701	2303068896	2303069081
2303067490	2303067725	2303067976	2303068186	2303068464	2303068702	2303068898	2303069082
2303067491	2303067737	2303067978	2303068188	2303068467	2303068708	2303068901	2303069083
2303067492	2303067739	2303067981	2303068189	2303068472	2303068709	2303068902	2303069087
2303067495	2303067743	2303067982	2303068190	2303068473	2303068713	2303068903	2303069093
2303067507	2303067745	2303067983	2303068191	2303068476	2303068717	2303068906	2303069094
2303067508	2303067746	2303068011	2303068195	2303068478	2303068727	2303068908	2303069112
2303067509	2303067758	2303068012	2303068196	2303068480	2303068728	2303068913	2303069114
2303067517	2303067760	2303068013	2303068201	2303068495	2303068734	2303068914	2303069118
2303067519	2303067762	2303068014	2303068205	2303068499	2303068738	2303068915	2303069121
2303067533	2303067766	2303068015	2303068206	2303068513	2303068739	2303068918	2303069128

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2303069132	2303069380	2303069570	2303069714	2303069886	2303070104	2303070368	2303070554
2303069133	2303069382	2303069572	2303069725	2303069888	2303070108	2303070369	2303070557
2303069137	2303069388	2303069579	2303069726	2303069893	2303070109	2303070370	2303070558
2303069154	2303069391	2303069585	2303069729	2303069904	2303070111	2303070377	2303070559
2303069157	2303069393	2303069587	2303069734	2303069905	2303070112	2303070378	2303070564
2303069177	2303069396	2303069593	2303069737	2303069906	2303070113	2303070383	2303070570
2303069183	2303069397	2303069596	2303069740	2303069914	2303070116	2303070384	2303070572
2303069184	2303069402	2303069598	2303069741	2303069917	2303070118	2303070389	2303070574
2303069185	2303069404	2303069602	2303069745	2303069920	2303070123	2303070390	2303070575
2303069190	2303069411	2303069609	2303069746	2303069921	2303070131	2303070396	2303070576
2303069197	2303069412	2303069611	2303069750	2303069922	2303070132	2303070398	2303070577
2303069203	2303069413	2303069615	2303069751	2303069924	2303070138	2303070403	2303070578
2303069209	2303069414	2303069616	2303069753	2303069927	2303070139	2303070404	2303070579
2303069210	2303069426	2303069617	2303069754	2303069928	2303070140	2303070406	2303070580
2303069213	2303069427	2303069618	2303069755	2303069930	2303070141	2303070407	2303070581
2303069214	2303069429	2303069619	2303069756	2303069936	2303070142	2303070408	2303070588
2303069220	2303069431	2303069620	2303069760	2303069938	2303070150	2303070414	2303070589
2303069221	2303069435	2303069621	2303069761	2303069945	2303070151	2303070415	2303070590
2303069222	2303069437	2303069623	2303069762	2303069949	2303070160	2303070416	2303070592
2303069225	2303069438	2303069624	2303069763	2303069962	2303070170	2303070417	2303070599
2303069226	2303069440	2303069625	2303069764	2303069968	2303070171	2303070419	2303070604
2303069227	2303069441	2303069627	2303069771	2303069970	2303070175	2303070420	2303070605
2303069231	2303069442	2303069628	2303069772	2303069971	2303070180	2303070429	2303070613
2303069236	2303069443	2303069632	2303069773	2303069973	2303070184	2303070430	2303070623
2303069237	2303069444	2303069633	2303069778	2303069974	2303070185	2303070440	2303070631
2303069243	2303069454	2303069637	2303069781	2303069981	2303070187	2303070445	2303070632
2303069249	2303069455	2303069640	2303069782	2303069983	2303070188	2303070450	2303070634
2303069252	2303069456	2303069645	2303069783	2303069984	2303070191	2303070454	2303070639
2303069254	2303069457	2303069646	2303069784	2303069985	2303070192	2303070457	2303070640
2303069256	2303069458	2303069647	2303069795	2303069988	2303070211	2303070458	2303070644
2303069259	2303069459	2303069648	2303069796	2303069989	2303070213	2303070461	2303070647
2303069261	2303069463	2303069649	2303069797	2303069990	2303070214	2303070463	2303070648
2303069263	2303069464	2303069654	2303069800	2303069991	2303070219	2303070464	2303070652
2303069264	2303069468	2303069655	2303069801	2303069992	2303070220	2303070465	2303070658
2303069265	2303069471	2303069658	2303069802	2303070000	2303070225	2303070468	2303070659
2303069268	2303069474	2303069659	2303069813	2303070019	2303070226	2303070476	2303070662
2303069270	2303069475	2303069660	2303069814	2303070020	2303070229	2303070477	2303070666
2303069276	2303069476	2303069661	2303069817	2303070027	2303070231	2303070479	2303070667
2303069277	2303069479	2303069662	2303069818	2303070033	2303070232	2303070481	2303070668
2303069278	2303069488	2303069665	2303069822	2303070034	2303070264	2303070483	2303070669
2303069280	2303069494	2303069669	2303069825	2303070035	2303070265	2303070486	2303070670
2303069284	2303069501	2303069670	2303069826	2303070036	2303070266	2303070487	2303070672
2303069291	2303069509	2303069671	2303069829	2303070045	2303070273	2303070492	2303070676
2303069294	2303069511	2303069674	2303069830	2303070046	2303070296	2303070493	2303070678
2303069304	2303069512	2303069675	2303069832	2303070048	2303070299	2303070494	2303070680
2303069306	2303069513	2303069677	2303069840	2303070049	2303070304	2303070495	2303070682
2303069307	2303069514	2303069678	2303069841	2303070050	2303070308	2303070498	2303070684
2303069308	2303069515	2303069679	2303069842	2303070051	2303070314	2303070505	2303070685
2303069309	2303069517	2303069680	2303069856	2303070053	2303070317	2303070508	2303070689
2303069322	2303069519	2303069682	2303069857	2303070054	2303070325	2303070513	2303070691
2303069327	2303069524	2303069684	2303069860	2303070055	2303070327	2303070514	2303070693
2303069328	2303069532	2303069685	2303069864	2303070056	2303070331	2303070523	2303070694
2303069331	2303069533	2303069686	2303069867	2303070059	2303070332	2303070532	2303070699
2303069338	2303069534	2303069688	2303069872	2303070067	2303070342	2303070536	2303070700
2303069339	2303069542	2303069689	2303069873	2303070079	2303070343	2303070539	2303070703
2303069347	2303069548	2303069690	2303069874	2303070080	2303070349	2303070540	2303070704
2303069348	2303069549	2303069691	2303069875	2303070083	2303070350	2303070541	2303070705
2303069352	2303069555	2303069693	2303069878	2303070089	2303070351	2303070542	2303070710
2303069353	2303069557	2303069694	2303069882	2303070091	2303070353	2303070544	2303070711
2303069355	2303069561	2303069695	2303069883	2303070096	2303070357	2303070547	2303070715
2303069356	2303069562	2303069703	2303069884	2303070097	2303070366	2303070548	2303070726
2303069372	2303069564	2303069709	2303069885	2303070103	2303070367	2303070553	2303070727

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2303070728	2303070889	2303071148	2303071393	2303071606	2303071760	2303071940	2303072214
2303070731	2303070890	2303071157	2303071401	2303071607	2303071761	2303071944	2303072222
2303070732	2303070891	2303071160	2303071402	2303071610	2303071762	2303071948	2303072224
2303070735	2303070894	2303071163	2303071405	2303071611	2303071763	2303071949	2303072225
2303070736	2303070896	2303071165	2303071419	2303071621	2303071764	2303071954	2303072229
2303070737	2303070897	2303071167	2303071421	2303071627	2303071765	2303071956	2303072232
2303070738	2303070898	2303071172	2303071426	2303071632	2303071766	2303071957	2303072233
2303070739	2303070906	2303071182	2303071430	2303071633	2303071772	2303071962	2303072234
2303070740	2303070911	2303071184	2303071431	2303071638	2303071773	2303071965	2303072235
2303070741	2303070923	2303071187	2303071432	2303071639	2303071774	2303071976	2303072236
2303070744	2303070926	2303071190	2303071434	2303071640	2303071777	2303071977	2303072250
2303070748	2303070930	2303071203	2303071436	2303071641	2303071778	2303071981	2303072251
2303070754	2303070931	2303071204	2303071437	2303071642	2303071788	2303071984	2303072255
2303070756	2303070946	2303071206	2303071438	2303071648	2303071791	2303071997	2303072261
2303070761	2303070948	2303071212	2303071441	2303071649	2303071793	2303072000	2303072262
2303070763	2303070949	2303071219	2303071447	2303071657	2303071800	2303072004	2303072264
2303070764	2303070953	2303071222	2303071456	2303071658	2303071803	2303072006	2303072279
2303070768	2303070956	2303071225	2303071463	2303071662	2303071804	2303072009	2303072283
2303070771	2303070957	2303071227	2303071471	2303071663	2303071805	2303072024	2303072284
2303070772	2303070964	2303071228	2303071480	2303071665	2303071806	2303072025	2303072287
2303070773	2303070966	2303071229	2303071482	2303071669	2303071807	2303072032	2303072289
2303070774	2303070982	2303071235	2303071485	2303071671	2303071808	2303072033	2303072290
2303070779	2303070992	2303071236	2303071488	2303071672	2303071809	2303072042	2303072292
2303070781	2303070996	2303071237	2303071490	2303071673	2303071812	2303072045	2303072293
2303070791	2303071001	2303071244	2303071492	2303071681	2303071818	2303072054	2303072294
2303070794	2303071006	2303071250	2303071494	2303071682	2303071821	2303072056	2303072295
2303070795	2303071018	2303071251	2303071498	2303071683	2303071824	2303072065	2303072301
2303070798	2303071020	2303071257	2303071501	2303071685	2303071825	2303072066	2303072307
2303070799	2303071021	2303071263	2303071502	2303071689	2303071826	2303072067	2303072309
2303070800	2303071023	2303071266	2303071503	2303071690	2303071832	2303072072	2303072315
2303070803	2303071029	2303071268	2303071509	2303071691	2303071833	2303072083	2303072316
2303070804	2303071031	2303071281	2303071512	2303071692	2303071836	2303072106	2303072317
2303070806	2303071032	2303071285	2303071517	2303071694	2303071839	2303072109	2303072318
2303070809	2303071043	2303071290	2303071518	2303071695	2303071840	2303072110	2303072327
2303070812	2303071045	2303071296	2303071527	2303071696	2303071841	2303072111	2303072335
2303070817	2303071047	2303071301	2303071529	2303071697	2303071848	2303072112	2303072338
2303070826	2303071053	2303071302	2303071534	2303071699	2303071852	2303072128	2303072344
2303070830	2303071056	2303071303	2303071540	2303071700	2303071866	2303072129	2303072345
2303070832	2303071057	2303071304	2303071541	2303071701	2303071868	2303072135	2303072348
2303070833	2303071068	2303071306	2303071547	2303071704	2303071869	2303072136	2303072349
2303070839	2303071071	2303071311	2303071550	2303071705	2303071879	2303072139	2303072350
2303070841	2303071073	2303071312	2303071552	2303071711	2303071880	2303072150	2303072351
2303070844	2303071076	2303071313	2303071555	2303071715	2303071884	2303072153	2303072352
2303070845	2303071081	2303071316	2303071556	2303071719	2303071885	2303072157	2303072359
2303070846	2303071082	2303071322	2303071557	2303071721	2303071891	2303072160	2303072361
2303070847	2303071083	2303071328	2303071558	2303071722	2303071894	2303072162	2303072363
2303070848	2303071085	2303071330	2303071560	2303071727	2303071896	2303072163	2303072372
2303070849	2303071088	2303071331	2303071562	2303071728	2303071900	2303072165	2303072373
2303070851	2303071091	2303071338	2303071563	2303071729	2303071901	2303072167	2303072380
2303070854	2303071094	2303071339	2303071569	2303071730	2303071902	2303072168	2303072384
2303070855	2303071098	2303071349	2303071570	2303071731	2303071905	2303072169	2303072385
2303070862	2303071099	2303071351	2303071572	2303071732	2303071910	2303072170	2303072397
2303070863	2303071103	2303071357	2303071573	2303071733	2303071912	2303072171	2303072403
2303070868	2303071108	2303071360	2303071574	2303071734	2303071913	2303072173	2303072404
2303070869	2303071115	2303071368	2303071576	2303071736	2303071919	2303072191	2303072406
2303070871	2303071127	2303071376	2303071581	2303071740	2303071920	2303072192	2303072410
2303070872	2303071128	2303071377	2303071582	2303071741	2303071922	2303072196	2303072414
2303070876	2303071137	2303071382	2303071584	2303071742	2303071924	2303072198	2303072419
2303070877	2303071141	2303071383	2303071589	2303071744	2303071926	2303072202	2303072420
2303070882	2303071143	2303071389	2303071592	2303071752	2303071933	2303072204	2303072421
2303070883	2303071144	2303071390	2303071593	2303071753	2303071934	2303072205	2303072422
2303070888	2303071145	2303071391	2303071600	2303071759	2303071938	2303072207	2303072425

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2303072435	2303072674	2303072883	2303073046	2303073249	2303073401	2303073590	2303073793
2303072443	2303072679	2303072884	2303073047	2303073250	2303073403	2303073602	2303073794
2303072444	2303072680	2303072887	2303073048	2303073253	2303073406	2303073605	2303073800
2303072448	2303072681	2303072890	2303073049	2303073257	2303073407	2303073607	2303073803
2303072454	2303072686	2303072891	2303073052	2303073259	2303073408	2303073613	2303073804
2303072455	2303072687	2303072892	2303073057	2303073260	2303073409	2303073615	2303073810
2303072464	2303072701	2303072893	2303073060	2303073261	2303073413	2303073618	2303073811
2303072466	2303072702	2303072894	2303073061	2303073264	2303073417	2303073621	2303073818
2303072470	2303072703	2303072895	2303073068	2303073265	2303073418	2303073622	2303073822
2303072473	2303072709	2303072898	2303073070	2303073267	2303073419	2303073635	2303073823
2303072486	2303072712	2303072908	2303073072	2303073269	2303073424	2303073638	2303073824
2303072487	2303072720	2303072910	2303073078	2303073270	2303073431	2303073642	2303073829
2303072489	2303072723	2303072911	2303073079	2303073289	2303073438	2303073652	2303073830
2303072491	2303072728	2303072913	2303073080	2303073292	2303073439	2303073657	2303073831
2303072492	2303072731	2303072920	2303073084	2303073293	2303073440	2303073663	2303073839
2303072493	2303072732	2303072921	2303073087	2303073294	2303073450	2303073665	2303073846
2303072507	2303072738	2303072922	2303073092	2303073295	2303073451	2303073669	2303073847
2303072508	2303072747	2303072923	2303073095	2303073299	2303073452	2303073670	2303073848
2303072513	2303072750	2303072929	2303073098	2303073305	2303073453	2303073674	2303073851
2303072514	2303072751	2303072932	2303073099	2303073306	2303073461	2303073678	2303073856
2303072520	2303072752	2303072933	2303073100	2303073307	2303073464	2303073682	2303073857
2303072525	2303072757	2303072940	2303073101	2303073308	2303073477	2303073685	2303073861
2303072526	2303072761	2303072942	2303073107	2303073309	2303073480	2303073686	2303073863
2303072533	2303072763	2303072944	2303073115	2303073312	2303073481	2303073692	2303073865
2303072534	2303072764	2303072947	2303073117	2303073317	2303073483	2303073693	2303073866
2303072547	2303072768	2303072953	2303073120	2303073319	2303073487	2303073698	2303073867
2303072549	2303072771	2303072956	2303073121	2303073320	2303073491	2303073699	2303073868
2303072556	2303072772	2303072957	2303073126	2303073321	2303073492	2303073700	2303073869
2303072569	2303072773	2303072958	2303073127	2303073327	2303073493	2303073701	2303073871
2303072570	2303072774	2303072959	2303073129	2303073328	2303073499	2303073704	2303073875
2303072573	2303072777	2303072964	2303073131	2303073330	2303073502	2303073707	2303073879
2303072579	2303072780	2303072967	2303073137	2303073331	2303073507	2303073708	2303073881
2303072580	2303072782	2303072968	2303073144	2303073337	2303073508	2303073709	2303073884
2303072583	2303072786	2303072969	2303073150	2303073338	2303073509	2303073714	2303073888
2303072584	2303072787	2303072978	2303073151	2303073341	2303073510	2303073715	2303073892
2303072585	2303072791	2303072979	2303073157	2303073345	2303073511	2303073717	2303073900
2303072588	2303072792	2303072980	2303073159	2303073348	2303073512	2303073718	2303073910
2303072594	2303072795	2303072981	2303073164	2303073349	2303073514	2303073723	2303073914
2303072602	2303072796	2303072984	2303073165	2303073350	2303073517	2303073724	2303073918
2303072606	2303072800	2303072987	2303073168	2303073354	2303073519	2303073727	2303073924
2303072613	2303072802	2303072990	2303073169	2303073360	2303073522	2303073731	2303073933
2303072614	2303072804	2303072995	2303073175	2303073361	2303073523	2303073737	2303073934
2303072623	2303072806	2303072996	2303073180	2303073362	2303073527	2303073738	2303073937
2303072625	2303072810	2303072997	2303073181	2303073364	2303073528	2303073751	2303073938
2303072629	2303072815	2303073004	2303073188	2303073366	2303073529	2303073754	2303073939
2303072635	2303072818	2303073006	2303073190	2303073368	2303073531	2303073757	2303073945
2303072640	2303072819	2303073007	2303073194	2303073369	2303073534	2303073758	2303073956
2303072643	2303072823	2303073008	2303073195	2303073374	2303073544	2303073760	2303073960
2303072644	2303072824	2303073009	2303073196	2303073375	2303073548	2303073761	2303073965
2303072646	2303072827	2303073010	2303073199	2303073376	2303073549	2303073763	2303073971
2303072647	2303072828	2303073019	2303073200	2303073378	2303073558	2303073767	2303073977
2303072648	2303072836	2303073020	2303073201	2303073380	2303073563	2303073770	2303073978
2303072649	2303072843	2303073021	2303073203	2303073381	2303073564	2303073771	2303073979
2303072650	2303072855	2303073022	2303073208	2303073384	2303073565	2303073772	2303073980
2303072651	2303072856	2303073023	2303073210	2303073385	2303073574	2303073778	2303073984
2303072652	2303072860	2303073024	2303073213	2303073386	2303073578	2303073780	2303073993
2303072655	2303072861	2303073032	2303073214	2303073391	2303073580	2303073787	2303074004
2303072657	2303072865	2303073033	2303073216	2303073392	2303073582	2303073788	2303074005
2303072660	2303072866	2303073039	2303073221	2303073394	2303073583	2303073789	2303074010
2303072664	2303072869	2303073041	2303073222	2303073395	2303073585	2303073790	2303074011
2303072669	2303072875	2303073042	2303073230	2303073396	2303073586	2303073791	2303074012
2303072670	2303072878	2303073043	2303073248	2303073398	2303073587	2303073792	2303074013

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2303074018	2303074174	2303074368	2303074561	2303074741	2303074904	2303075101	2303080152
2303074019	2303074178	2303074369	2303074565	2303074743	2303074911	2303075110	2303080154
2303074020	2303074181	2303074370	2303074566	2303074744	2303074915	2303075111	2303080155
2303074021	2303074182	2303074373	2303074569	2303074747	2303074916	2303075112	2303080159
2303074028	2303074183	2303074374	2303074572	2303074753	2303074917	2303075113	2303080161
2303074030	2303074186	2303074375	2303074580	2303074755	2303074925	2303075118	2303080163
2303074032	2303074187	2303074381	2303074583	2303074766	2303074926	2303075119	2303080164
2303074035	2303074188	2303074382	2303074586	2303074767	2303074934	2303075122	2303080166
2303074039	2303074190	2303074384	2303074594	2303074772	2303074942	2303075131	2303080171
2303074041	2303074191	2303074387	2303074600	2303074776	2303074946	2303075139	2303080181
2303074043	2303074193	2303074389	2303074615	2303074780	2303074952	2303075140	2303080183
2303074044	2303074196	2303074391	2303074616	2303074781	2303074953	2303075143	2303080187
2303074046	2303074200	2303074396	2303074625	2303074782	2303074957	2303075144	2303080188
2303074049	2303074201	2303074400	2303074626	2303074783	2303074958	2303080000	2303080189
2303074052	2303074202	2303074403	2303074627	2303074784	2303074961	2303080001	2303080190
2303074057	2303074211	2303074407	2303074629	2303074791	2303074963	2303080002	2303080195
2303074066	2303074212	2303074408	2303074630	2303074793	2303074965	2303080005	2303080196
2303074073	2303074222	2303074424	2303074637	2303074795	2303074967	2303080008	2303080198
2303074078	2303074227	2303074425	2303074638	2303074796	2303074969	2303080011	2303080199
2303074080	2303074231	2303074426	2303074646	2303074803	2303074970	2303080016	2303080200
2303074081	2303074232	2303074431	2303074647	2303074806	2303074975	2303080017	2303080201
2303074084	2303074237	2303074435	2303074654	2303074807	2303074976	2303080019	2303080202
2303074085	2303074241	2303074436	2303074655	2303074815	2303074982	2303080025	2303080203
2303074087	2303074242	2303074437	2303074658	2303074816	2303074985	2303080027	2303080205
2303074088	2303074245	2303074438	2303074659	2303074817	2303074987	2303080028	2303080206
2303074089	2303074246	2303074439	2303074660	2303074818	2303074995	2303080030	2303080207
2303074091	2303074247	2303074442	2303074661	2303074819	2303074996	2303080031	2303080209
2303074092	2303074248	2303074444	2303074662	2303074820	2303075006	2303080040	2303080211
2303074093	2303074249	2303074448	2303074667	2303074823	2303075008	2303080042	2303080213
2303074094	2303074250	2303074453	2303074677	2303074824	2303075013	2303080047	2303080214
2303074095	2303074251	2303074457	2303074679	2303074825	2303075014	2303080048	2303080217
2303074096	2303074254	2303074458	2303074683	2303074829	2303075019	2303080049	2303080218
2303074099	2303074257	2303074459	2303074684	2303074830	2303075021	2303080050	2303080223
2303074101	2303074259	2303074460	2303074685	2303074831	2303075022	2303080061	2303080230
2303074102	2303074262	2303074461	2303074687	2303074833	2303075023	2303080062	2303080231
2303074104	2303074263	2303074475	2303074688	2303074834	2303075024	2303080063	2303080235
2303074109	2303074267	2303074476	2303074689	2303074835	2303075025	2303080064	2303080236
2303074110	2303074273	2303074482	2303074691	2303074838	2303075026	2303080065	2303080237
2303074112	2303074274	2303074486	2303074694	2303074847	2303075027	2303080075	2303080240
2303074115	2303074280	2303074487	2303074697	2303074848	2303075032	2303080085	2303080241
2303074118	2303074286	2303074488	2303074698	2303074851	2303075033	2303080087	2303080243
2303074122	2303074290	2303074494	2303074699	2303074854	2303075034	2303080088	2303080245
2303074123	2303074304	2303074496	2303074700	2303074855	2303075040	2303080089	2303080246
2303074125	2303074305	2303074500	2303074701	2303074856	2303075041	2303080090	2303080247
2303074126	2303074308	2303074506	2303074702	2303074857	2303075046	2303080091	2303080248
2303074127	2303074313	2303074507	2303074703	2303074858	2303075051	2303080096	2303080262
2303074128	2303074315	2303074510	2303074713	2303074860	2303075052	2303080100	2303080264
2303074129	2303074322	2303074511	2303074714	2303074862	2303075065	2303080101	2303080278
2303074134	2303074325	2303074514	2303074716	2303074863	2303075067	2303080102	2303080281
2303074138	2303074327	2303074515	2303074717	2303074864	2303075069	2303080103	2303080282
2303074143	2303074338	2303074516	2303074718	2303074866	2303075070	2303080106	2303080286
2303074144	2303074340	2303074521	2303074720	2303074869	2303075073	2303080107	2303080290
2303074145	2303074341	2303074522	2303074721	2303074874	2303075076	2303080110	2303080291
2303074146	2303074342	2303074524	2303074725	2303074875	2303075080	2303080114	2303080292
2303074151	2303074351	2303074527	2303074729	2303074876	2303075081	2303080116	2303080293
2303074152	2303074352	2303074536	2303074730	2303074877	2303075082	2303080121	2303080298
2303074162	2303074357	2303074538	2303074731	2303074878	2303075083	2303080127	2303080300
2303074165	2303074358	2303074539	2303074732	2303074884	2303075084	2303080128	2303080302
2303074166	2303074360	2303074546	2303074733	2303074886	2303075085	2303080129	2303080307
2303074167	2303074361	2303074547	2303074734	2303074895	2303075091	2303080144	2303080312
2303074168	2303074362	2303074548	2303074739	2303074899	2303075095	2303080150	2303080315
2303074172	2303074365	2303074560	2303074740	2303074903	2303075097	2303080151	2303080316

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2303080317	2303080444	2303080601	2303080745	2303080916	2303081074	2303081223	2303081395
2303080321	2303080450	2303080602	2303080749	2303080919	2303081075	2303081224	2303081399
2303080323	2303080451	2303080610	2303080752	2303080920	2303081076	2303081228	2303081403
2303080325	2303080452	2303080611	2303080757	2303080921	2303081078	2303081236	2303081405
2303080331	2303080457	2303080613	2303080762	2303080922	2303081080	2303081241	2303081406
2303080332	2303080460	2303080614	2303080768	2303080923	2303081081	2303081245	2303081407
2303080333	2303080461	2303080617	2303080769	2303080925	2303081084	2303081246	2303081419
2303080335	2303080463	2303080618	2303080781	2303080927	2303081087	2303081247	2303081423
2303080336	2303080464	2303080627	2303080786	2303080931	2303081088	2303081250	2303081424
2303080337	2303080465	2303080636	2303080789	2303080933	2303081089	2303081261	2303081431
2303080341	2303080469	2303080637	2303080790	2303080934	2303081090	2303081273	2303081432
2303080342	2303080470	2303080640	2303080791	2303080936	2303081091	2303081281	2303081447
2303080343	2303080472	2303080644	2303080792	2303080937	2303081093	2303081284	2303081448
2303080344	2303080473	2303080645	2303080793	2303080938	2303081094	2303081285	2303081449
2303080347	2303080477	2303080646	2303080794	2303080939	2303081095	2303081286	2303081457
2303080350	2303080478	2303080651	2303080795	2303080941	2303081096	2303081287	2303081463
2303080352	2303080483	2303080652	2303080796	2303080942	2303081097	2303081288	2303081464
2303080355	2303080484	2303080653	2303080804	2303080951	2303081100	2303081289	2303081465
2303080356	2303080489	2303080654	2303080806	2303080956	2303081101	2303081295	2303081467
2303080357	2303080491	2303080655	2303080807	2303080959	2303081108	2303081297	2303081468
2303080358	2303080492	2303080656	2303080808	2303080964	2303081110	2303081298	2303081470
2303080359	2303080503	2303080657	2303080812	2303080966	2303081111	2303081299	2303081472
2303080360	2303080506	2303080658	2303080819	2303080971	2303081114	2303081310	2303081474
2303080362	2303080507	2303080664	2303080828	2303080972	2303081115	2303081311	2303081476
2303080363	2303080514	2303080672	2303080829	2303080973	2303081126	2303081312	2303081477
2303080368	2303080515	2303080674	2303080830	2303080976	2303081128	2303081314	2303081478
2303080370	2303080516	2303080683	2303080835	2303080977	2303081130	2303081319	2303081479
2303080371	2303080525	2303080684	2303080837	2303080978	2303081131	2303081320	2303081480
2303080372	2303080528	2303080689	2303080838	2303080979	2303081132	2303081321	2303081482
2303080373	2303080529	2303080690	2303080839	2303080980	2303081137	2303081322	2303081484
2303080374	2303080530	2303080691	2303080841	2303080984	2303081138	2303081324	2303081485
2303080375	2303080536	2303080692	2303080848	2303080990	2303081139	2303081327	2303081493
2303080380	2303080539	2303080693	2303080849	2303080991	2303081140	2303081328	2303081494
2303080382	2303080540	2303080694	2303080851	2303080992	2303081141	2303081329	2303081498
2303080383	2303080541	2303080695	2303080854	2303080996	2303081145	2303081331	2303081502
2303080384	2303080542	2303080696	2303080857	2303080997	2303081146	2303081332	2303081504
2303080387	2303080544	2303080697	2303080861	2303080999	2303081149	2303081334	2303081512
2303080388	2303080547	2303080698	2303080862	2303081001	2303081150	2303081340	2303081513
2303080389	2303080550	2303080699	2303080863	2303081002	2303081154	2303081341	2303081518
2303080395	2303080551	2303080700	2303080864	2303081004	2303081158	2303081342	2303081519
2303080397	2303080552	2303080703	2303080865	2303081006	2303081166	2303081344	2303081521
2303080401	2303080554	2303080704	2303080866	2303081009	2303081167	2303081348	2303081522
2303080403	2303080555	2303080708	2303080867	2303081016	2303081168	2303081349	2303081523
2303080404	2303080556	2303080711	2303080868	2303081024	2303081171	2303081350	2303081524
2303080415	2303080559	2303080713	2303080871	2303081032	2303081172	2303081353	2303081526
2303080417	2303080563	2303080714	2303080872	2303081037	2303081173	2303081354	2303081528
2303080418	2303080565	2303080716	2303080876	2303081038	2303081177	2303081355	2303081532
2303080419	2303080567	2303080719	2303080877	2303081040	2303081178	2303081358	2303081533
2303080422	2303080568	2303080723	2303080884	2303081043	2303081182	2303081359	2303081534
2303080423	2303080572	2303080724	2303080885	2303081044	2303081183	2303081361	2303081535
2303080426	2303080573	2303080725	2303080887	2303081051	2303081184	2303081365	2303081536
2303080427	2303080578	2303080726	2303080888	2303081052	2303081185	2303081366	2303081541
2303080428	2303080584	2303080732	2303080889	2303081054	2303081190	2303081367	2303081542
2303080429	2303080585	2303080733	2303080890	2303081055	2303081193	2303081369	2303081543
2303080430	2303080587	2303080734	2303080891	2303081057	2303081195	2303081375	2303081547
2303080436	2303080588	2303080735	2303080892	2303081059	2303081196	2303081378	2303081551
2303080437	2303080589	2303080736	2303080894	2303081061	2303081197	2303081380	2303081552
2303080439	2303080592	2303080737	2303080902	2303081062	2303081201	2303081381	2303081553
2303080440	2303080593	2303080739	2303080906	2303081064	2303081208	2303081383	2303081554
2303080441	2303080597	2303080740	2303080910	2303081067	2303081212	2303081389	2303081557
2303080442	2303080598	2303080743	2303080912	2303081069	2303081214	2303081390	2303081564
2303080443	2303080600	2303080744	2303080915	2303081070	2303081216	2303081391	2303081565

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2303081566	2303081740	2303081880	2303082023	2303082184	2303082308	2303082475	2303085188
2303081569	2303081743	2303081881	2303082024	2303082186	2303082311	2303082477	2303085194
2303081570	2303081749	2303081882	2303082025	2303082190	2303082312	2303082478	2303085195
2303081572	2303081752	2303081883	2303082026	2303082191	2303082313	2303082479	2303085196
2303081573	2303081753	2303081891	2303082040	2303082193	2303082317	2303082481	2303085198
2303081577	2303081755	2303081892	2303082041	2303082194	2303082318	2303082486	2303085199
2303081581	2303081756	2303081893	2303082042	2303082195	2303082319	2303082487	2303085225
2303081583	2303081759	2303081895	2303082046	2303082196	2303082320	2303082503	2303085236
2303081587	2303081760	2303081900	2303082052	2303082198	2303082321	2303082507	2303085240
2303081594	2303081762	2303081903	2303082053	2303082199	2303082322	2303082519	2303085241
2303081602	2303081763	2303081906	2303082055	2303082201	2303082326	2303082521	2303085248
2303081604	2303081766	2303081908	2303082056	2303082202	2303082329	2303082522	2303085250
2303081606	2303081767	2303081909	2303082058	2303082203	2303082331	2303082523	2303085251
2303081608	2303081768	2303081910	2303082059	2303082206	2303082332	2303082524	2303085252
2303081609	2303081769	2303081912	2303082060	2303082208	2303082335	2303082525	2303085253
2303081610	2303081773	2303081916	2303082063	2303082209	2303082336	2303082533	2303085258
2303081611	2303081774	2303081917	2303082064	2303082210	2303082337	2303082534	2303085259
2303081614	2303081777	2303081918	2303082065	2303082212	2303082339	2303082540	2303085260
2303081617	2303081779	2303081919	2303082070	2303082213	2303082340	2303082541	2303085264
2303081618	2303081781	2303081920	2303082072	2303082214	2303082341	2303082542	2303085265
2303081621	2303081782	2303081921	2303082075	2303082219	2303082343	2303082545	2303085272
2303081628	2303081783	2303081923	2303082076	2303082220	2303082344	2303082546	2303085274
2303081639	2303081784	2303081925	2303082077	2303082221	2303082348	2303082547	2303085276
2303081640	2303081794	2303081933	2303082080	2303082223	2303082349	2303082550	2303085277
2303081641	2303081795	2303081936	2303082081	2303082224	2303082350	2303085003	2303085278
2303081642	2303081796	2303081939	2303082082	2303082225	2303082351	2303085007	2303085279
2303081643	2303081797	2303081940	2303082083	2303082226	2303082354	2303085008	2303085280
2303081644	2303081798	2303081941	2303082086	2303082227	2303082359	2303085009	2303085281
2303081646	2303081801	2303081942	2303082087	2303082228	2303082360	2303085014	2303085295
2303081647	2303081802	2303081943	2303082092	2303082236	2303082368	2303085015	2303085296
2303081648	2303081803	2303081944	2303082094	2303082237	2303082374	2303085017	3000607499
2303081650	2303081804	2303081945	2303082095	2303082238	2303082379	2303085021	3000607771
2303081656	2303081805	2303081947	2303082096	2303082239	2303082380	2303085022	30KM612477
2303081658	2303081809	2303081952	2303082097	2303082241	2303082385	2303085036	30KM612482
2303081659	2303081811	2303081953	2303082101	2303082245	2303082387	2303085038	30KM612552
2303081660	2303081819	2303081954	2303082102	2303082247	2303082388	2303085039	30KM612639
2303081662	2303081822	2303081955	2303082108	2303082248	2303082392	2303085054	30KM612646
2303081664	2303081823	2303081957	2303082112	2303082250	2303082394	2303085056	30KM612896
2303081670	2303081828	2303081959	2303082113	2303082261	2303082396	2303085063	30KM613075
2303081671	2303081829	2303081964	2303082114	2303082262	2303082398	2303085068	30KM613146
2303081674	2303081832	2303081965	2303082115	2303082263	2303082400	2303085078	30KM613182
2303081684	2303081833	2303081966	2303082126	2303082265	2303082403	2303085091	30KM613183
2303081688	2303081835	2303081967	2303082139	2303082266	2303082405	2303085096	30KM613222
2303081691	2303081838	2303081969	2303082140	2303082267	2303082406	2303085105	30KM613256
2303081693	2303081843	2303081970	2303082142	2303082268	2303082407	2303085106	30KM613277
2303081694	2303081844	2303081971	2303082145	2303082269	2303082414	2303085111	30KM613348
2303081695	2303081846	2303081972	2303082149	2303082271	2303082442	2303085113	30KM613602
2303081696	2303081848	2303081973	2303082160	2303082272	2303082443	2303085123	30KM613683
2303081698	2303081851	2303081976	2303082164	2303082273	2303082444	2303085129	30KM613747
2303081699	2303081852	2303081977	2303082169	2303082274	2303082448	2303085142	30KM613905
2303081704	2303081853	2303081978	2303082170	2303082275	2303082454	2303085165	30KM613914
2303081708	2303081854	2303081991	2303082171	2303082278	2303082455	2303085167	30KM613943
2303081709	2303081859	2303081994	2303082172	2303082279	2303082456	2303085168	30KM613995
2303081721	2303081860	2303082003	2303082173	2303082281	2303082457	2303085171	30KM614007
2303081722	2303081862	2303082006	2303082175	2303082288	2303082458	2303085172	30KM614060
2303081724	2303081863	2303082007	2303082177	2303082290	2303082459	2303085173	30KM614061
2303081725	2303081864	2303082011	2303082178	2303082291	2303082462	2303085175	30KS612264
2303081731	2303081865	2303082015	2303082179	2303082294	2303082463	2303085179	30KS612392
2303081733	2303081872	2303082016	2303082180	2303082301	2303082464	2303085180	30KS612396
2303081735	2303081873	2303082017	2303082181	2303082302	2303082465	2303085184	30KS612417
2303081737	2303081874	2303082018	2303082182	2303082304	2303082467	2303085185	30KS612422
2303081738	2303081877	2303082022	2303082183	2303082306	2303082473	2303085186	30KS612435

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30KS612437	30KS612767	30KS613099	30KS613346	30KS613630	30KS613944	30KS614202	30KS614429
30KS612446	30KS612768	30KS613101	30KS613350	30KS613658	30KS613947	30KS614205	30KS614456
30KS612456	30KS612770	30KS613111	30KS613356	30KS613660	30KS613948	30KS614206	30KS614460
30KS612457	30KS612780	30KS613112	30KS613362	30KS613661	30KS613949	30KS614208	30KS614467
30KS612460	30KS612784	30KS613115	30KS613364	30KS613668	30KS613950	30KS614212	30KS614468
30KS612465	30KS612810	30KS613117	30KS613368	30KS613681	30KS613954	30KS614217	30KS614470
30KS612478	30KS612829	30KS613123	30KS613385	30KS613685	30KS613956	30KS614219	30KS614481
30KS612483	30KS612836	30KS613124	30KS613396	30KS613686	30KS613964	30KS614225	30KS614488
30KS612489	30KS612837	30KS613125	30KS613397	30KS613692	30KS613969	30KS614234	30KS614489
30KS612495	30KS612839	30KS613128	30KS613399	30KS613699	30KS613972	30KS614240	30KS614490
30KS612499	30KS612840	30KS613130	30KS613404	30KS613700	30KS613977	30KS614241	30KS614492
30KS612500	30KS612849	30KS613147	30KS613405	30KS613703	30KS613981	30KS614245	30KS614500
30KS612512	30KS612859	30KS613158	30KS613413	30KS613704	30KS613982	30KS614250	30KS614506
30KS612515	30KS612861	30KS613166	30KS613422	30KS613708	30KS613984	30KS614255	30KS614509
30KS612525	30KS612870	30KS613167	30KS613426	30KS613710	30KS613990	30KS614256	30KS614519
30KS612526	30KS612876	30KS613177	30KS613428	30KS613713	30KS614002	30KS614259	30KS614520
30KS612527	30KS612879	30KS613178	30KS613429	30KS613715	30KS614003	30KS614262	30KS614527
30KS612538	30KS612921	30KS613180	30KS613432	30KS613718	30KS614011	30KS614263	30KS614529
30KS612539	30KS612925	30KS613186	30KS613434	30KS613722	30KS614013	30KS614275	30KS614547
30KS612540	30KS612931	30KS613191	30KS613437	30KS613726	30KS614014	30KS614288	30KS614549
30KS612541	30KS612933	30KS613196	30KS613441	30KS613729	30KS614015	30KS614297	30KS614561
30KS612545	30KS612936	30KS613197	30KS613447	30KS613734	30KS614018	30KS614298	30KS614575
30KS612563	30KS612938	30KS613203	30KS613448	30KS613737	30KS614023	30KS614308	30KS614577
30KS612567	30KS612939	30KS613206	30KS613454	30KS613738	30KS614024	30KS614315	30KS614580
30KS612573	30KS612956	30KS613211	30KS613457	30KS613745	30KS614029	30KS614317	30KS614593
30KS612577	30KS612959	30KS613213	30KS613467	30KS613746	30KS614037	30KS614320	30KS614594
30KS612589	30KS612969	30KS613215	30KS613469	30KS613748	30KS614039	30KS614323	30KS614601
30KS612591	30KS612972	30KS613217	30KS613474	30KS613751	30KS614042	30KS614326	30KS614605
30KS612599	30KS612983	30KS613218	30KS613475	30KS613753	30KS614044	30KS614329	30KS614607
30KS612601	30KS612987	30KS613220	30KS613483	30KS613755	30KS614050	30KS614331	30KS614615
30KS612603	30KS612988	30KS613221	30KS613489	30KS613756	30KS614051	30KS614333	30KS614620
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30KS614842	30KS615166	30WT502116	30WT502952	30WT503642	30WT504155	30WT504634	30WT505163
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30WT505988	30WT507120	30WT508016	30WT508996	30WT510003	30WT510681	30WT511269	30WT511936
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30WT506018	30WT507150	30WT508078	30WT509058	30WT510035	30WT510705	30WT511281	30WT511963
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30WT506026	30WT507173	30WT508147	30WT509064	30WT510090	30WT510731	30WT511316	30WT512008
30WT506057	30WT507214	30WT508153	30WT509080	30WT510091	30WT510746	30WT511326	30WT512009
30WT506063	30WT507240	30WT508159	30WT509081	30WT510092	30WT510749	30WT511355	30WT512013
30WT506071	30WT507252	30WT508196	30WT509085	30WT510113	30WT510768	30WT511358	30WT512017
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30WT512705	30WT512977	30WT513076	30WT513208	9000010471	9000012865	9000014750	9000017536
30WT512706	30WT512978	30WT513077	30WT513210	9000010473	9000012904	9000014778	9000017611
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30WT512791	30WT512980	30WT513083	30WT560727	9000010579	9000012995	9000014868	9000017628
30WT512795	30WT512983	30WT513084	30WT560731	9000010580	9000013033	9000014885	9000017631
30WT512861	30WT512984	30WT513087	30WT560756	9000010583	9000013034	9000014907	9000017674
30WT512863	30WT512987	30WT513088	30WT560766	9000010641	9000013075	9000014923	9000017678
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30WT512873	30WT512989	30WT513090	30WT560786	9000010873	9000013165	9000015025	9000017711
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30WT512907	30WT513006	30WT513124	9000000070	9000011472	9000013670	9000015684	9000018033
30WT512909	30WT513007	30WT513125	9000000090	9000011514	9000013671	9000015702	9000018064
30WT512910	30WT513008	30WT513126	9000000092	9000011592	9000013675	9000015836	9000018077
30WT512911	30WT513009	30WT513128	9000000105	9000011607	9000013719	9000015855	9000018106
30WT512913	30WT513010	30WT513130	9000000108	9000011608	9000013725	9000015901	9000018144
30WT512915	30WT513011	30WT513133	9000000111	9000011615	9000013735	9000015922	9000018153
30WT512916	30WT513013	30WT513134	9000000115	9000011637	9000013770	9000015969	9000018185
30WT512919	30WT513014	30WT513136	9000000119	9000011672	9000013800	9000016111	9000018246
30WT512920	30WT513015	30WT513139	9000000120	9000011725	9000013911	9000016134	9000018299
30WT512921	30WT513016	30WT513141	9000000121	9000011727	9000013926	9000016181	9000018339
30WT512923	30WT513018	30WT513143	9000000139	9000011792	9000013959	9000016237	9000018368
30WT512926	30WT513022	30WT513145	9000000157	9000011793	9000013976	9000016241	9000018370
30WT512929	30WT513023	30WT513148	9000000163	9000011859	9000014056	9000016244	9000018381
30WT512930	30WT513024	30WT513149	9000000166	9000011872	9000014068	9000016271	9000018412
30WT512931	30WT513025	30WT513150	9000000168	9000011899	9000014076	9000016297	9000018498
30WT512933	30WT513026	30WT513151	9000000187	9000011922	9000014080	9000016406	9000018513
30WT512934	30WT513027	30WT513157	9000000189	9000011925	9000014083	9000016438	9000018548
30WT512935	30WT513028	30WT513158	9000000192	9000011982	9000014103	9000016530	9000018582
30WT512936	30WT513030	30WT513160	9000000193	9000011995	9000014109	9000016598	9000018654
30WT512937	30WT513033	30WT513162	9000000207	9000012084	9000014141	9000016632	9000018725
30WT512938	30WT513034	30WT513167	9000000208	9000012190	9000014150	9000016646	9000018740
30WT512939	30WT513037	30WT513168	9000000244	9000012216	9000014160	9000016657	9000018805
30WT512943	30WT513038	30WT513172	9000000245	9000012235	9000014221	9000016803	9000018806
30WT512946	30WT513042	30WT513173	9000000256	9000012239	9000014252	9000016844	9000018827
30WT512947	30WT513047	30WT513174	9000000265	9000012255	9000014287	9000016935	9000018834
30WT512949	30WT513051	30WT513176	9000000298	9000012284	9000014295	9000016950	9000018835
30WT512950	30WT513052	30WT513179	9000010015	9000012316	9000014325	9000016959	9000018882
30WT512951	30WT513053	30WT513182	9000010095	9000012349	9000014331	9000017021	9000018929
30WT512952	30WT513057	30WT513183	9000010111	9000012354	9000014425	9000017029	9000018961
30WT512953	30WT513058	30WT513184	9000010133	9000012368	9000014426	9000017077	9000019015
30WT512954	30WT513060	30WT513185	9000010140	9000012377	9000014441	9000017078	9000019020
30WT512957	30WT513061	30WT513188	9000010175	9000012505	9000014451	9000017147	9000019045
30WT512958	30WT513063	30WT513189	9000010291	9000012570	9000014471	9000017149	9000019196
30WT512960	30WT513065	30WT513191	9000010305	9000012571	9000014488	9000017153	9000019197
30WT512961	30WT513067	30WT513194	9000010313	9000012593	9000014489	9000017203	9000019301
30WT512962	30WT513068	30WT513195	9000010409	9000012624	9000014494	9000017231	9000019311
30WT512969	30WT513070	30WT513196	9000010427	9000012746	9000014531	9000017255	9000019315
30WT512970	30WT513072	30WT513198	9000010429	9000012765	9000014612	9000017264	9000019332

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9000019358	9000021515	9000023411	9000025612	9000027970	9000030792	9000032749	9000034761
9000019381	9000021554	9000023441	9000025738	9000027988	9000030823	9000032792	9000034858
9000019430	9000021602	9000023518	9000025745	9000028036	9000030868	9000032794	9000034904
9000019460	9000021697	9000023542	9000025837	9000028111	9000030910	9000032795	9000034925
9000019469	9000021715	9000023543	9000025838	9000028149	9000031009	9000032823	9000034926
9000019489	9000021722	9000023620	9000025851	9000028264	9000031029	9000032834	9000035008
9000019568	9000021739	9000023638	9000025865	9000028281	9000031112	9000032858	9000035025
9000019575	9000021740	9000023659	9000025882	9000028304	9000031156	9000032865	9000035081
9000019595	9000021756	9000023699	9000025914	9000028407	9000031177	9000033034	9000035123
9000019611	9000021773	9000023731	9000025916	9000028455	9000031185	9000033052	9000035184
9000019630	9000021778	9000023748	9000025935	9000028628	9000031234	9000033062	9000035203
9000019799	9000021796	9000023770	9000026011	9000028632	9000031235	9000033061	9000035204
9000019867	9000021798	9000023811	9000026094	9000028633	9000031304	9000033159	9000035271
9000019902	9000021835	9000023818	9000026112	9000028646	9000031305	9000033173	9000035295
9000019929	9000021893	9000023820	9000026146	9000028730	9000031306	9000033213	9000035352
9000019941	9000021940	9000023833	9000026157	9000028736	9000031307	9000033227	9000035396
9000019958	9000022023	9000023855	9000026191	9000028746	9000031340	9000033242	9000035399
9000020096	9000022058	9000023915	9000026201	9000028817	9000031436	9000033247	9000035511
9000020177	9000022099	9000023932	9000026224	9000028831	9000031437	9000033283	9000035515
9000020204	9000022102	9000024002	9000026225	9000028893	9000031449	9000033303	9000035582
9000020227	9000022134	9000024091	9000026313	9000028908	9000031459	9000033319	9000035641
9000020241	9000022168	900002411C	9000026350	9000029037	9000031497	9000033345	9000035744
9000020296	9000022197	9000024235	9000026413	9000029063	9000031569	9000033362	9000035747
9000020299	9000022254	9000024243	9000026433	9000029088	9000031597	9000033384	9000035838
9000020312	9000022262	9000024310	9000026485	9000029148	9000031646	9000033415	9000035899
9000020318	9000022286	9000024319	9000026486	9000029156	9000031691	9000033436	9000035905
9000020333	9000022306	9000024410	9000026487	9000029157	9000031731	9000033506	9000035926
9000020386	9000022319	9000024552	900002649G	9000029290	9000031763	9000033554	9000036118
9000020416	9000022320	9000024565	9000026539	9000029291	9000031766	9000033562	9000036219
9000020424	9000022484	9000024583	9000026577	9000029430	9000031801	9000033570	9000036228
9000020471	9000022530	9000024637	9000026634	9000029485	9000031834	9000033572	9000036239
9000020538	9000022550	9000024696	9000026635	9000029492	900003183H	9000033579	9000036256
9000020584	9000022587	9000024719	9000026716	9000029496	9000031940	9000033601	9000036265
9000020615	9000022593	9000024721	9000026760	9000029532	9000032004	9000033640	9000036278
9000020624	9000022609	9000024764	9000026761	9000029549	9000032055	9000033659	9000036285
9000020640	9000022816	9000024792	9000026805	9000029735	9000032134	9000033661	9000036297
9000020645	9000022865	9000024853	9000026854	9000029740	9000032202	9000033665	9000036299
9000020652	9000022867	9000024872	9000026858	9000029774	9000032238	9000033667	9000036320
9000020729	9000022887	9000024910	9000026943	9000029830	9000032244	9000033718	9000036355
9000020806	9000022901	9000024943	9000026984	9000029937	9000032280	9000033739	9000036368
9000020863	9000022912	9000024974	9000027058	9000029955	9000032349	9000033779	9000036401
9000020870	9000022936	9000025007	9000027091	9000030027	9000032406	9000033789	9000036412
9000020872	9000022950	9000025067	9000027092	9000030174	9000032408	9000033799	9000036421
9000020883	9000022970	9000025069	9000027127	9000030244	9000032422	9000033813	9000036432
9000020909	9000022995	9000025102	9000027135	9000030339	9000032428	9000033850	9000036455
9000020916	9000022996	9000025206	9000027140	9000030342	9000032429	9000033859	9000036467
9000020938	9000023003	9000025242	9000027143	9000030411	9000032439	9000033893	9000036553
9000020961	9000023008	9000025255	9000027158	9000030424	9000032473	9000033952	9000036556
9000021032	9000023076	9000025259	9000027162	9000030425	9000032477	9000034030	9000036605
9000021037	9000023077	9000025323	9000027222	9000030470	9000032523	9000034031	9000036608
900002104G	9000023080	9000025337	9000027273	9000030474	9000032527	9000034036	9000036620
9000021093	9000023152	9000025356	9000027325	9000030483	9000032539	9000034126	9000036627
9000021117	9000023153	9000025366	9000027339	9000030511	9000032544	9000034144	9000036668
9000021140	9000023157	9000025400	9000027495	9000030512	9000032546	9000034156	9000036678
9000021280	9000023190	9000025401	9000027635	9000030539	9000032552	9000034173	9000036689
9000021379	9000023244	9000025403	9000027663	9000030611	9000032585	9000034321	9000036771
9000021391	9000023267	9000025408	9000027754	9000030656	9000032609	9000034407	9000036772
9000021435	9000023347	9000025401	9000027835	9000030698	9000032674	9000034410	9000036830
9000021437	9000023355	9000025454	9000027884	9000030729	9000032679	9000034513	9000036853
9000021499	9000023370	9000025459	9000027934	9000030758	9000032685	9000034520	9000036876
9000021509	9000023387	9000025569	9000027955	9000030777	9000032688	9000034592	9000036915
9000021512	9000023410	9000025585	9000027964	9000030791	9000032714	9000034659	9000037043

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9000037178	9000039865	9000042530	9000045251	9000048055	9000051819	9000056160	9000058904
9000037218	9000039871	9000042587	9000045304	9000048078	9000051895	9000056184	9000058951
9000037220	9000040012	9000042607	9000045316	9000048136	9000051938	9000056298	9000059011
9000037232	9000040059	9000042616	9000045322	9000048155	9000052082	9000056305	9000059056
9000037244	9000040091	9000042635	9000045348	9000048324	9000052149	9000056306	9000059068
9000037269	9000040110	9000042638	9000045361	9000048350	9000052225	9000056307	9000059090
9000037332	9000040120	9000042683	9000045366	9000048506	9000052228	9000056351	9000059135
9000037343	9000040130	9000042684	9000045387	9000048527	9000052256	9000056433	9000059142
9000037358	9000040217	9000042703	9000045410	9000048675	9000052289	9000056462	9000059183
9000037368	9000040237	9000042778	9000045560	9000048769	9000052545	9000056466	9000059196
9000037445	9000040272	9000042779	9000045598	9000048794	9000052579	9000056622	9000059217
9000037600	9000040322	9000042811	9000045667	9000048898	9000052592	9000056687	9000059295
9000037700	9000040358	9000042832	9000045672	9000048900	9000052671	9000056714	9000059305
9000037932	9000040464	9000042869	9000045835	9000048971	9000052695	9000056724	9000059311
9000037951	9000040484	9000042880	9000045872	9000049139	9000052728	9000056892	9000059328
9000038061	9000040486	9000042885	9000045909	9000049181	9000052837	9000056893	9000059336
9000038068	9000040507	9000042886	9000045923	9000049210	9000052920	9000056894	9000059340
9000038089	9000040508	9000042917	9000045941	9000049322	9000052943	9000056926	9000059355
9000038093	9000040551	9000042944	9000045990	9000049380	9000053139	9000056927	9000059372
9000038133	9000040616	9000042990	9000046002	9000049406	9000053347	9000056928	9000059416
9000038247	9000040672	9000043019	9000046026	9000049432	9000053366	9000056929	9000059422
9000038296	9000040681	9000043079	9000046035	9000049480	9000053388	9000056930	9000059412
9000038353	9000040710	9000043114	9000046048	9000049566	9000053455	9000056941	9000059641
9000038484	9000040787	9000043145	9000046059	9000049571	9000053461	9000056972	9000059655
9000038518	9000040799	9000043329	9000046142	9000049575	9000053462	9000057125	9000059694
9000038585	9000040884	9000043358	9000046189	9000049648	9000053469	9000057206	9000059708
9000038594	9000040936	9000043523	9000046193	9000049710	9000053573	9000057239	9000059739
9000038651	9000041099	9000043525	9000046260	9000049768	9000053690	9000057240	9000059810
9000038697	9000041100	9000043571	9000046285	9000049863	9000054008	9000057259	9000059817
9000038708	9000041150	9000043708	9000046286	9000049906	9000054028	9000057264	9000059838
9000038779	9000041168	9000043723	9000046297	9000049982	9000054045	9000057360	9000059858
9000038829	9000041180	9000043724	9000046434	9000050061	9000054062	9000057435	9000059941
9000038830	9000041291	9000043752	9000046496	9000050067	9000054072	9000057486	9000059954
9000038846	9000041321	9000043839	9000046517	9000050289	9000054095	9000057510	9000059980
9000038938	9000041363	9000043855	9000046586	9000050365	9000054463	9000057617	9000059981
9000038960	9000041367	9000043987	9000046662	9000050492	9000054470	9000057648	9000059984
9000038961	9000041371	9000044041	9000046698	9000050547	9000054511	9000057690	9000060007
9000038970	9000041423	9000044052	9000046732	9000050600	9000054523	9000057735	9000060067
9000039026	9000041486	9000044054	9000046743	9000050682	9000054532	9000057751	9000060081
9000039094	9000041487	9000044060	9000046856	9000050722	9000054533	9000057752	9000060202
9000039188	9000041488	9000044100	9000046871	9000050825	9000054595	9000057754	9000060258
9000039225	9000041736	9000044117	9000046901	9000050900	9000054678	9000057785	9000060278
9000039252	9000041761	9000044212	9000046939	9000051025	9000054705	9000057929	9000060294
9000039273	9000041796	9000044531	9000046961	9000051066	9000054828	9000057966	9000060336
9000039280	9000041809	9000044644	9000047103	9000051107	9000054977	9000058000	9000060337
9000039281	9000041907	9000044660	9000047121	9000051154	9000054998	9000058082	9000060366
9000039301	9000041936	9000044667	9000047151	9000051159	9000055011	9000058102	9000060407
9000039316	9000041937	9000044722	9000047152	9000051302	9000055060	9000058125	9000060438
9000039318	9000042000	9000044730	9000047182	9000051303	9000055083	9000058177	9000060455
9000039371	9000042028	9000044805	9000047288	9000051322	9000055310	9000058338	9000060595
9000039385	9000042029	9000044826	9000047436	9000051358	9000055392	9000058361	9000060611
9000039402	9000042120	9000044887	9000047505	9000051369	9000055466	9000058453	9000060617
9000039461	9000042129	9000044923	9000047588	9000051397	9000055552	9000058462	9000060660
9000039489	9000042130	9000044951	9000047594	9000051403	9000055574	9000058470	9000060667
9000039532	9000042150	9000045136	9000047637	9000051431	9000055685	9000058561	9000060710
9000039540	9000042167	9000045154	9000047638	9000051438	9000055724	9000058596	9000060722
9000039617	9000042206	9000045155	9000047816	9000051526	9000055725	9000058619	9000060747
9000039646	9000042261	9000045156	9000047935	9000051546	9000055772	9000058631	9000060751
9000039671	9000042325	9000045193	9000047954	9000051626	9000055824	9000058691	9000060810
9000039701	9000042364	9000045194	9000047962	9000051644	9000055988	9000058805	9000060857
9000039702	9000042436	9000045234	9000047970	9000051782	9000056039	9000058840	9000060858
9000039838	9000042503	9000045243	9000048010	900005179C	9000056132	9000058864	9000060885

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9000060889	9000063129	9000066333	9000070617	9000074802	9000078309	9000081321	9000084082
9000060931	9000063156	9000066716	9000070859	9000074818	9000078318	9000081427	9000084098
9000061001	9000063157	9000066800	9000070861	9000074823	9000078333	9000081450	9000084105
9000061002	9000063181	9000066993	9000070890	9000074987	9000078370	9000081451	9000084107
9000061008	9000063182	9000067053	9000070923	9000075027	9000078375	9000081452	9000084108
9000061022	9000063198	9000067064	9000070955	9000075234	9000078383	9000081537	9000084109
9000061067	9000063271	9000067129	9000071077	9000075235	9000078480	9000081636	9000084110
9000061068	9000063284	9000067134	9000071132	9000075264	9000078524	9000081858	9000084118
9000061090	9000063294	9000067168	9000071149	9000075370	9000078525	9000081897	9000084201
9000061128	9000063342	9000067298	9000071156	9000075414	9000078526	9000081948	9000084241
9000061213	9000063365	9000067505	9000071189	9000075425	9000078590	9000081969	9000084308
9000061253	9000063366	9000067531	9000071230	9000075426	9000078614	9000081972	9000084338
9000061256	9000063422	9000067617	9000071307	9000075427	9000078670	9000081973	9000084366
9000061321	9000063431	9000067639	9000071329	9000075481	9000078700	9000082034	9000084471
9000061371	9000063539	9000067666	9000071447	9000075487	9000078752	9000082046	9000084493
9000061446	9000063545	9000067726	9000071516	9000075577	9000078912	9000082073	9000084500
9000061451	9000063550	9000067862	9000071555	9000075583	9000078999	9000082074	9000084512
9000061457	9000063591	9000067974	9000071602	9000075592	9000079086	9000082099	9000084540
9000061468	9000063834	9000068034	9000071614	9000075616	9000079171	9000082107	9000084585
9000061483	9000063838	9000068097	9000071615	9000075650	9000079174	9000082111	9000084696
9000061521	9000063930	9000068124	9000071720	9000075672	9000079184	9000082161	9000084701
9000061547	9000063931	9000068150	9000071775	9000075722	9000079240	9000082180	9000084707
9000061580	9000063956	9000068154	9000071884	9000075723	9000079245	9000082212	9000084752
9000061591	9000063970	9000068186	9000071898	9000075758	9000079286	9000082228	9000084778
9000061604	9000064000	9000068359	9000071950	9000075867	9000079301	9000082376	9000084789
9000061653	9000064101	9000068365	9000071951	9000076015	9000079418	9000082473	9000084902
9000061668	9000064107	9000068405	9000072147	9000076093	9000079455	9000082500	9000084903
9000061770	9000064227	9000068406	9000072155	9000076101	9000079526	9000082513	9000084931
9000061784	9000064358	9000068500	9000072277	9000076102	9000079591	9000082520	9000084936
9000061825	9000064359	9000068517	9000072310	9000076205	9000079700	9000082521	9000085038
9000061836	9000064424	9000068689	9000072343	9000076213	9000079894	9000082542	9000085085
9000061848	9000064458	9000068722	9000072519	9000076228	9000079973	9000082560	9000085092
9000061856	9000064554	9000068759	9000072581	9000076257	9000080006	9000082572	9000085172
9000061865	9000064639	9000068976	9000072584	9000076270	9000080014	9000082610	9000085186
9000061883	9000064761	9000068983	9000072586	9000076277	9000080035	9000082675	9000085220
9000062037	9000064779	9000069028	9000072620	9000076286	9000080055	9000082864	9000085237
9000062068	9000064834	9000069071	9000072635	9000076329	9000080120	9000082866	9000085274
9000062128	9000064943	9000069167	9000072807	9000076370	9000080180	9000082967	9000085487
9000062164	9000065004	9000069168	9000072843	9000076498	9000080245	9000083054	9000085513
9000062184	9000065052	9000069170	9000072900	9000076689	9000080308	9000083186	9000085523
9000062217	9000065076	9000069536	9000072930	9000076719	9000080370	9000083193	9000085539
9000062233	9000065090	9000069598	9000073000	9000076871	9000080477	9000083202	9000085542
9000062294	9000065091	9000069612	9000073277	9000077008	9000080487	9000083249	9000085595
9000062309	9000065240	9000069613	9000073355	9000077164	9000080590	9000083256	9000085644
9000062371	9000065350	9000069732	9000073434	9000077203	9000080606	9000083305	9000085646
9000062456	9000065356	9000069808	9000073488	9000077311	9000080607	9000083336	9000085686
9000062525	9000065375	9000069812	9000073585	9000077316	9000080647	9000083348	9000085687
9000062579	9000065427	9000069816	9000073661	9000077433	9000080664	9000083391	9000085693
9000062619	9000065450	9000069827	9000073717	9000077474	9000080674	9000083427	9000085788
9000062688	9000065493	9000069836	9000073734	9000077475	9000080770	9000083531	9000085827
9000062747	9000065574	9000069874	9000073744	9000077490	9000080790	9000083532	9000085851
9000062750	9000065627	9000069876	9000073745	9000077602	9000080794	9000083620	9000085884
9000062751	9000065700	9000069971	9000073841	9000077772	9000080795	9000083655	9000085951
9000062853	9000065724	9000070042	9000073954	9000077803	9000080929	9000083695	9000085975
9000062856	9000065857	9000070051	9000073977	9000077894	9000080943	9000083849	9000085990
9000062871	9000065911	9000070096	9000074049	9000077924	9000081003	9000083863	9000085996
9000062876	9000065915	9000070147	9000074171	9000077985	9000081020	9000083864	9000086020
9000062894	9000065960	9000070149	9000074180	9000078090	9000081025	9000083873	9000086033
9000063036	9000066035	9000070278	9000074344	9000078143	9000081072	9000083876	9000086038
9000063080	9000066110	9000070544	9000074570	9000078152	9000081073	9000083901	9000086170
9000063118	9000066155	9000070560	9000074607	9000078168	9000081176	9000083980	9000086189
9000063128	9000066214	9000070576	9000074783	9000078295	9000081313	9000084030	9000086211

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9000086239	9000087680	9000088946	9000090746	9000092417	9000093814	9000095246	9000096634
9000086286	9000087715	9000088959	9000090774	9000092449	9000093820	9000095247	9000096639
9000086288	9000087716	9000088961	9000090778	9000092452	9000093858	9000095248	9000096668
9000086295	9000087717	9000088978	9000090779	9000092496	9000093870	9000095262	9000096691
9000086310	9000087748	9000089033	9000090791	9000092497	9000093874	9000095267	9000096724
9000086317	9000087841	9000089040	9000090827	9000092502	9000093876	9000095268	9000096758
9000086362	9000087842	9000089043	9000090835	9000092523	9000093882	9000095304	9000096764
9000086405	9000087843	9000089104	9000090836	9000092525	9000093883	9000095408	9000096799
9000086406	9000087844	9000089105	9000090886	9000092532	9000093886	9000095409	9000096827
9000086422	9000087859	9000089106	9000090887	9000092562	9000093902	9000095441	9000096828
9000086423	9000087876	9000089107	9000090894	9000092650	9000093911	9000095530	9000096832
9000086472	9000087919	9000089108	9000090930	9000092712	9000093935	9000095535	9000096884
9000086528	9000087929	9000089128	9000090954	9000092735	9000094010	9000095548	9000096948
9000086554	9000087930	9000089209	9000090955	9000092748	9000094014	9000095563	9000096970
9000086555	9000087940	9000089234	9000090992	9000092749	9000094024	9000095576	9000096971
9000086560	9000087953	9000089241	9000090993	9000092809	9000094025	9000095588	9000096977
9000086577	9000087955	9000089256	9000091048	9000092826	9000094034	9000095589	9000096978
9000086594	9000087957	9000089279	9000091050	9000092829	9000094070	9000095590	9000096995
9000086595	9000087958	9000089298	9000091064	9000092830	9000094074	9000095603	9000097018
9000086598	9000088038	9000089331	9000091098	9000092844	9000094075	9000095626	9000097090
9000086614	9000088079	9000089332	9000091168	9000092904	9000094084	9000095707	9000097099
9000086622	9000088220	9000089333	9000091242	9000092905	9000094101	9000095726	9000097142
9000086643	9000088232	9000089374	9000091263	9000092910	9000094107	9000095740	9000097147
9000086670	9000088233	9000089406	9000091320	9000092913	9000094152	9000095745	9000097151
9000086711	9000088234	9000089416	9000091331	9000092942	9000094203	9000095751	9000097183
9000086759	9000088290	9000089435	9000091350	9000093035	9000094207	9000095761	9000097207
9000086761	9000088293	9000089681	9000091365	9000093049	9000094222	9000095783	9000097247
9000086771	9000088311	9000089683	9000091366	9000093062	9000094225	9000095788	9000097248
9000086882	9000088326	9000089684	9000091466	9000093083	9000094258	9000095819	9000097249
9000086886	9000088327	9000089735	9000091475	9000093089	9000094319	9000095874	9000097299
9000086913	9000088331	9000089777	9000091486	9000093092	9000094341	9000095904	9000097324
9000086991	9000088333	9000089796	9000091518	9000093122	9000094362	9000095917	9000097325
9000086996	9000088334	9000089815	9000091556	9000093126	9000094374	9000095950	9000097337
9000087005	9000088347	9000089817	9000091586	9000093150	9000094380	9000095969	9000097345
9000087032	9000088355	9000089859	9000091594	9000093173	9000094391	9000095981	9000097353
9000087173	9000088392	9000089865	9000091596	9000093174	9000094405	9000096024	9000097354
9000087174	9000088408	9000089866	9000091640	9000093199	9000094439	9000096047	9000097363
9000087293	9000088417	9000089931	9000091647	9000093206	9000094461	9000096048	9000097411
9000087298	9000088427	9000089935	9000091654	9000093259	9000094491	9000096063	9000097420
9000087347	9000088444	9000089968	9000091702	9000093264	9000094580	9000096076	9000097437
9000087361	9000088467	9000089969	9000091710	9000093269	9000094613	9000096126	9000097463
9000087367	9000088493	9000089976	9000091721	9000093302	9000094653	9000096127	9000097473
9000087368	9000088520	9000089977	9000091743	9000093303	9000094662	9000096131	9000097478
9000087369	9000088521	9000089979	9000091809	9000093360	9000094683	9000096145	9000097480
9000087399	9000088523	9000089995	9000091831	9000093364	9000094685	9000096230	9000097496
9000087404	9000088541	9000090032	9000091848	9000093392	9000094697	9000096236	9000097541
9000087413	9000088542	9000090126	9000091921	9000093415	9000094699	9000096272	9000097542
9000087428	9000088554	9000090127	9000091946	9000093430	9000094713	9000096288	9000097543
9000087436	9000088555	9000090167	9000091995	9000093431	9000094742	9000096297	9000097673
9000087455	9000088588	9000090181	9000091998	9000093467	9000094856	9000096303	9000097674
9000087462	9000088611	9000090205	9000092014	9000093490	9000094967	9000096359	9000097675
9000087466	9000088641	9000090337	9000092015	9000093495	9000094972	9000096401	9000097758
9000087476	9000088650	9000090383	9000092096	9000093542	9000094990	9000096434	9000097762
9000087509	9000088655	9000090406	9000092097	9000093546	9000094996	9000096480	9000097775
9000087544	9000088659	9000090411	9000092136	9000093567	9000095059	9000096510	9000097776
9000087547	9000088686	9000090412	9000092166	9000093685	9000095158	9000096511	9000097807
9000087561	9000088690	9000090436	9000092202	9000093690	9000095159	9000096520	9000097808
9000087562	9000088720	9000090453	9000092214	9000093693	9000095181	9000096522	9000097828
9000087596	9000088773	9000090494	9000092295	9000093708	9000095187	9000096562	9000097832
9000087658	9000088783	9000090502	9000092371	9000093755	9000095221	9000096573	9000097870
9000087662	9000088844	9000090550	9000092373	9000093808	9000095231	9000096576	9000097877
9000087669	9000088907	9000090597	9000092381	9000093812	9000095245	9000096615	9000097890

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9000097901	9000098839	9000100300	9000101431	9000102541	9000103602	9000105089	9000106217
9000097902	9000098849	9000100301	9000101432	9000102543	9000103604	9000105094	9000106225
9000097903	9000098864	9000100357	9000101440	9000102547	9000103605	9000105106	9000106253
9000097904	9000098876	9000100360	9000101452	9000102555	9000103697	9000105107	9000106291
9000097979	9000098877	9000100400	9000101453	9000102562	9000103714	9000105108	9000106314
9000097980	9000098938	9000100402	9000101479	9000102566	9000103719	9000105109	9000106320
9000097993	9000099041	9000100408	9000101522	9000102568	9000103850	9000105123	9000106372
9000098016	9000099057	9000100409	9000101534	9000102574	9000103875	9000105178	9000106420
9000098027	9000099088	9000100440	9000101613	9000102585	9000103942	9000105208	9000106431
9000098038	9000099121	9000100441	9000101626	9000102610	9000103987	9000105237	9000106447
9000098081	9000099139	9000100449	9000101643	9000102628	9000104003	9000105302	9000106474
9000098082	9000099140	9000100495	9000101669	9000102652	9000104004	9000105315	9000106484
9000098084	9000099183	9000100496	9000101688	9000102653	9000104040	9000105322	9000106501
9000098103	9000099194	9000100497	9000101692	9000102680	9000104043	9000105323	9000106502
9000098110	9000099198	9000100510	9000101693	9000102716	9000104044	9000105334	9000106505
9000098111	9000099220	9000100543	9000101705	9000102748	9000104052	9000105348	9000106514
9000098124	9000099253	9000100566	9000101717	9000102770	9000104087	9000105359	9000106520
9000098134	9000099254	9000100567	9000101729	9000102845	9000104095	9000105360	9000106595
9000098135	9000099255	9000100642	9000101784	9000102857	9000104101	9000105383	9000106599
9000098136	9000099256	9000100663	9000101785	9000102903	9000104103	9000105389	9000106653
9000098137	9000099512	9000100679	9000101799	9000102934	9000104104	9000105412	9000106668
9000098138	9000099524	9000100680	9000101809	9000102938	9000104131	9000105425	9000106672
9000098141	9000099540	9000100681	9000101820	9000102953	9000104188	9000105434	9000106730
9000098152	9000099587	9000100697	9000101834	9000102954	9000104194	9000105442	9000106732
9000098194	9000099607	9000100728	9000101837	9000102960	9000104228	9000105466	9000106734
9000098210	9000099647	9000100815	9000101863	9000102982	9000104290	9000105470	9000106741
9000098236	9000099663	9000100816	9000101931	9000103012	9000104291	9000105487	9000106765
9000098272	9000099698	9000100856	9000101935	9000103025	9000104296	9000105490	9000106767
9000098310	9000099704	9000100861	9000101945	9000103057	9000104297	9000105500	9000106768
9000098312	9000099724	9000100864	9000101948	9000103058	9000104298	9000105524	9000106805
9000098313	9000099756	9000100958	9000102077	9000103101	9000104331	9000105525	9000106806
9000098388	9000099761	9000100972	9000102079	9000103148	9000104332	9000105561	9000106811
9000098389	9000099762	9000100988	9000102165	9000103170	9000104341	9000105574	9000106812
9000098390	9000099777	9000100999	9000102167	9000103198	9000104342	9000105579	9000106827
9000098391	9000099817	9000101017	9000102174	9000103208	9000104349	9000105601	9000106841
9000098409	9000099890	9000101085	9000102185	9000103209	9000104351	9000105651	9000106849
9000098410	9000099894	9000101090	9000102252	9000103234	9000104369	9000105685	9000106862
9000098462	9000099898	9000101114	9000102254	9000103255	9000104385	9000105692	9000106916
9000098475	9000099904	9000101117	9000102255	9000103275	9000104418	9000105709	9000106967
9000098487	9000099943	9000101131	9000102256	9000103284	9000104477	9000105717	9000106973
9000098489	9000099944	9000101132	9000102257	9000103297	9000104524	9000105737	9000106975
9000098492	9000099970	9000101133	9000102291	9000103306	9000104533	9000105744	9000107015
9000098494	9000100013	9000101134	9000102293	9000103307	9000104564	9000105760	9000107057
9000098499	9000100019	9000101135	9000102294	9000103308	9000104588	9000105787	9000107060
9000098518	9000100030	9000101136	9000102295	9000103311	9000104640	9000105830	9000107061
9000098539	9000100042	9000101167	9000102332	9000103312	9000104775	9000105839	9000107062
9000098542	9000100050	9000101191	9000102356	9000103314	9000104776	9000105911	9000107063
9000098543	9000100057	9000101193	9000102362	9000103354	9000104777	9000105914	9000107074
9000098585	9000100067	9000101194	9000102375	9000103355	9000104790	9000105924	9000107100
9000098603	9000100085	9000101211	9000102376	9000103367	9000104792	9000105925	9000107116
9000098610	9000100105	9000101232	9000102392	9000103379	9000104793	9000105957	9000107157
9000098659	9000100107	9000101272	9000102396	9000103399	9000104813	9000105966	9000107158
9000098665	9000100115	9000101323	9000102416	9000103400	9000104838	9000105981	9000107167
9000098675	9000100116	9000101328	9000102417	9000103401	9000104839	9000105999	9000107183
9000098732	9000100163	9000101335	9000102437	9000103411	9000104843	9000106012	9000107202
9000098737	9000100171	9000101340	9000102439	9000103484	9000104844	9000106024	9000107217
9000098739	9000100174	9000101348	9000102489	9000103524	9000104858	9000106075	9000107249
9000098789	9000100223	9000101355	9000102498	9000103547	9000104916	9000106111	9000107296
9000098791	9000100233	9000101358	9000102499	9000103548	9000105003	9000106112	9000107301
9000098804	9000100237	9000101376	9000102500	9000103575	9000105004	9000106150	9000107310
9000098806	9000100276	9000101411	9000102501	9000103598	9000105005	9000106165	9000107319
9000098834	9000100299	9000101413	9000102536	9000103601	9000105061	9000106171	9000107326

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9000107339	9000108440	9000109481	9000110142	9000110721	9000111519	9000112922	9000114142
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9000107402	9000108487	9000109553	9000110159	9000110749	9000111538	9000113024	9000114175
9000107403	9000108506	9000109557	9000110170	9000110758	9000111544	9000113054	9000114211
9000107404	9000108507	9000109562	9000110202	9000110779	9000111621	9000113063	9000114212
9000107446	9000108508	9000109578	9000110214	9000110781	9000111627	9000113070	9000114217
9000107458	9000108509	9000109591	9000110219	9000110784	9000111637	9000113179	9000114235
9000107473	9000108510	9000109611	9000110220	9000110790	9000111638	9000113196	9000114243
9000107477	9000108511	9000109615	9000110221	9000110804	9000111639	9000113213	9000114249
9000107483	9000108514	9000109638	9000110225	9000110805	9000111674	9000113214	9000114251
9000107501	9000108517	9000109673	9000110238	9000110806	9000111690	9000113219	9000114276
9000107532	9000108573	9000109684	9000110239	9000110817	9000111716	9000113232	9000114284
9000107537	9000108591	9000109689	9000110257	9000110820	9000111718	9000113233	9000114318
9000107556	9000108722	9000109690	9000110267	9000110879	9000111719	9000113234	9000114348
9000107557	9000108730	9000109693	9000110281	9000110948	9000111733	9000113244	9000114388
9000107559	9000108731	9000109728	9000110283	9000110949	9000111746	9000113284	9000114419
9000107588	9000108758	9000109749	9000110292	9000110958	9000111764	9000113309	9000114420
9000107595	9000108776	9000109766	9000110298	9000110959	9000111782	9000113327	9000114453
9000107600	9000108789	9000109792	9000110315	9000111020	9000111791	9000113351	9000114473
9000107601	9000108798	9000109794	9000110316	9000111021	9000111807	9000113355	9000114521
9000107687	9000108815	9000109805	9000110317	9000111024	9000111831	9000113431	9000114586
9000107706	9000108841	9000109811	9000110318	9000111025	9000111837	9000113484	9000114593
9000107709	9000108848	9000109818	9000110326	9000111033	9000111868	9000113496	9000114607
9000107719	9000108878	9000109822	9000110327	9000111034	9000111871	9000113497	9000114656
9000107722	9000108904	9000109831	9000110342	9000111055	9000111936	9000113500	9000114739
9000107723	9000108961	9000109841	9000110355	9000111072	9000112025	9000113513	9000114740
9000107809	9000108996	9000109846	9000110357	9000111077	9000112034	9000113527	9000114765
9000107810	9000109081	9000109884	9000110366	9000111088	9000112035	9000113585	9000114766
9000107833	9000109090	9000109915	9000110367	9000111089	9000112047	9000113586	9000114794
9000107862	9000109091	9000109919	9000110376	9000111108	9000112071	9000113587	9000114795
9000107882	9000109095	9000109969	9000110378	9000111109	9000112072	9000113609	9000114804
9000107918	9000109100	9000109994	9000110415	9000111110	9000112077	9000113628	9000114856
9000107953	9000109129	9000110005	9000110416	9000111152	9000112104	9000113660	9000114859
9000107966	9000109130	9000110009	9000110438	9000111153	9000112128	9000113671	9000114880
9000108013	9000109131	9000110013	9000110456	9000111192	9000112201	9000113696	9000114902
9000108015	9000109158	9000110030	9000110466	9000111202	9000112220	9000113697	9000114950
9000108016	9000109187	9000110033	9000110471	9000111203	9000112290	9000113734	9000114965
9000108051	9000109191	9000110035	9000110474	9000111214	9000112318	9000113748	9000114975
9000108070	9000109201	9000110040	9000110482	9000111216	9000112343	9000113751	9000114980
9000108083	9000109202	9000110041	9000110489	9000111221	9000112360	9000113755	9000114982
9000108085	9000109211	9000110042	9000110491	9000111222	9000112361	9000113777	9000115009
9000108106	9000109212	9000110043	9000110492	9000111224	9000112392	9000113799	9000115013
9000108141	9000109224	9000110044	9000110493	9000111225	9000112419	9000113801	9000115029
9000108189	9000109271	9000110047	9000110494	9000111229	9000112463	9000113808	9000115054
9000108218	9000109275	9000110049	9000110495	9000111246	9000112520	9000113809	9000115064
9000108221	9000109294	9000110050	9000110507	9000111267	9000112530	9000113820	9000115073
9000108224	9000109325	9000110051	9000110509	9000111280	9000112562	9000113890	9000115082
9000108234	9000109339	9000110052	9000110510	9000111312	9000112582	9000113898	9000115083
9000108249	9000109359	9000110053	9000110516	9000111364	9000112634	9000113909	9000115113
9000108274	9000109362	9000110054	9000110527	9000111373	9000112647	9000113910	9000115123
9000108275	9000109384	9000110055	9000110543	9000111379	9000112699	9000113913	9000115157
9000108276	9000109385	9000110068	9000110564	9000111381	9000112735	9000113951	9000115181
9000108306	9000109389	9000110075	9000110570	9000111402	9000112740	9000113953	9000115182
9000108344	9000109414	9000110079	9000110587	9000111403	9000112741	9000113954	9000115223
9000108346	9000109416	9000110090	9000110615	9000111404	9000112746	9000113955	9000115224
9000108355	9000109435	9000110091	9000110622	9000111416	9000112750	9000113983	9000115254
9000108356	9000109467	9000110092	9000110628	9000111454	9000112765	9000114033	9000115304
9000108378	9000109468	9000110094	9000110630	9000111480	9000112801	9000114034	9000115309
9000108417	9000109470	9000110111	9000110652	9000111488	9000112819	9000114046	9000115332
9000108423	9000109471	9000110118	9000110701	9000111497	9000112836	9000114063	9000115333
9000108432	9000109476	9000110119	9000110703	9000111509	9000112871	9000114124	9000115338
9000108434	9000109480	9000110122	9000110720	9000111512	9000112914	9000114125	9000115341

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9000115382	9000116773	9000118092	9000119445	9000120726	9000121752	9000122546	9000123569
9000115389	9000116836	9000118116	9000119518	9000120756	9000121755	9000122557	9000123575
9000115415	9000116854	9000118135	9000119550	9000120784	9000121763	9000122566	9000123603
9000115426	9000116861	9000118173	9000119563	9000120802	9000121787	9000122568	9000123625
9000115435	9000116862	9000118178	9000119603	9000120864	9000121817	9000122582	9000123642
9000115441	9000116896	9000118240	9000119668	9000120865	9000121827	9000122640	9000123651
9000115447	9000116930	9000118242	9000119701	9000120911	9000121833	9000122655	9000123716
9000115448	9000116932	9000118296	9000119708	9000120920	9000121874	9000122680	9000123737
9000115519	9000116938	9000118365	9000119709	9000120931	9000121877	9000122701	9000123766
9000115523	9000116949	9000118417	9000119710	9000120942	9000121879	9000122703	9000123767
9000115551	9000116950	9000118527	9000119711	9000120944	9000121888	9000122720	9000123773
9000115756	9000116978	9000118529	9000119717	9000120966	9000121890	9000122724	9000123779
9000115769	9000117000	9000118536	9000119725	9000120978	9000121918	9000122730	9000123804
9000115848	9000117005	9000118539	9000119743	9000120994	9000121996	9000122757	9000123805
9000115858	9000117018	9000118559	9000119744	9000121019	9000122013	9000122774	9000123806
9000115889	9000117060	9000118562	9000119777	9000121021	9000122014	9000122801	9000123836
9000115944	9000117071	9000118574	9000119778	9000121024	9000122063	9000122809	9000123853
9000116005	9000117077	9000118582	9000119812	9000121041	9000122065	9000122810	9000123872
9000116006	9000117100	9000118586	9000119818	9000121058	9000122072	9000122811	9000123921
9000116028	9000117104	9000118587	9000119838	9000121059	9000122090	9000122812	9000123925
9000116029	9000117135	9000118607	9000119856	9000121066	9000122120	9000122813	9000123976
9000116041	9000117209	9000118663	9000119863	9000121101	9000122128	9000122819	9000123978
9000116042	9000117212	9000118679	9000119926	9000121102	9000122130	9000122828	9000123980
9000116057	9000117275	9000118704	9000119955	9000121108	9000122135	9000122898	9000124005
9000116066	9000117277	9000118725	9000119969	9000121155	9000122137	9000123019	9000124015
9000116072	9000117303	9000118753	9000119974	9000121163	9000122170	9000123037	9000124028
9000116086	9000117327	9000118812	9000119995	9000121181	9000122185	9000123082	9000124037
9000116126	9000117346	9000118907	9000119997	9000121224	9000122206	9000123089	9000124048
9000116139	9000117350	9000118911	9000120056	9000121227	9000122210	9000123118	9000124067
9000116155	9000117373	9000118945	9000120075	9000121229	9000122221	9000123138	9000124070
9000116197	9000117388	9000118947	9000120135	9000121260	9000122223	9000123141	9000124072
9000116200	9000117407	9000118953	9000120206	9000121306	9000122227	9000123192	9000124076
9000116212	9000117479	9000118959	9000120254	9000121329	9000122245	9000123211	9000124080
9000116221	9000117482	9000118964	9000120257	9000121353	9000122267	9000123237	9000124116
9000116237	9000117492	9000118968	9000120289	9000121397	9000122274	9000123238	9000124120
9000116248	9000117496	9000118983	9000120292	9000121418	9000122276	9000123249	9000124124
9000116249	9000117510	9000118996	9000120294	9000121424	9000122280	9000123285	9000124141
9000116254	9000117515	9000119003	9000120328	9000121425	9000122283	9000123290	9000124160
9000116286	9000117517	9000119014	9000120330	9000121473	9000122299	9000123297	9000124169
9000116290	9000117524	9000119055	9000120332	9000121476	9000122312	9000123313	9000124176
9000116313	9000117541	9000119087	9000120340	9000121493	9000122313	9000123318	9000124192
9000116339	9000117558	9000119097	9000120354	9000121494	9000122319	9000123320	9000124205
9000116345	9000117561	9000119110	9000120371	9000121519	9000122333	9000123352	9000124249
9000116380	9000117575	9000119137	9000120384	9000121525	9000122372	9000123357	9000124291
9000116425	9000117603	9000119152	9000120397	9000121526	9000122377	9000123359	9000124307
9000116428	9000117621	9000119153	9000120413	9000121538	9000122394	9000123378	9000124319
9000116433	9000117631	9000119154	9000120420	9000121543	9000122403	9000123386	9000124321
9000116443	9000117794	9000119156	9000120422	9000121565	9000122409	9000123402	9000124329
9000116455	9000117799	9000119168	9000120428	9000121577	9000122424	9000123427	9000124373
9000116456	9000117800	9000119170	9000120455	9000121580	9000122440	9000123428	9000124415
9000116495	9000117805	9000119184	9000120456	9000121582	9000122449	9000123430	9000124423
9000116560	9000117812	9000119187	9000120457	9000121608	9000122460	9000123445	9000124437
9000116568	9000117828	9000119193	9000120459	9000121619	9000122470	9000123455	9000124458
9000116573	9000117868	9000119195	9000120461	9000121642	9000122471	9000123471	9000124464
9000116579	9000117871	9000119243	9000120469	9000121644	9000122473	9000123493	9000124467
9000116593	9000117926	9000119268	9000120481	9000121662	9000122474	9000123494	9000124471
9000116663	9000117946	9000119287	9000120494	9000121710	9000122475	9000123529	9000124475
9000116685	9000117968	9000119293	9000120546	9000121722	9000122488	9000123544	9000124477
9000116712	9000118021	9000119347	9000120547	9000121730	9000122492	9000123554	9000124587
9000116714	9000118046	9000119350	9000120548	9000121735	9000122499	9000123556	9000124641
9000116715	9000118062	9000119401	9000120715	9000121750	9000122525	9000123558	9000124649
9000116772	9000118085	9000119404	9000120725	9000121751	9000122532	9000123564	9000124657

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9000124669	9000125544	9000126389	9000127430	9000128552	9000129562	9000130603	9000131460
9000124728	9000125552	9000126412	9000127431	9000128565	9000129600	9000130610	9000131462
9000124729	9000125553	9000126419	9000127498	9000128586	9000129609	9000130645	9000131493
9000124739	9000125586	9000126426	9000127506	9000128587	9000129610	9000130664	9000131563
9000124755	9000125594	9000126434	9000127507	9000128588	9000129613	9000130687	9000131571
9000124757	9000125596	9000126502	9000127514	9000128593	9000129614	9000130707	9000131621
9000124782	9000125597	9000126526	9000127529	9000128595	9000129641	9000130708	9000131622
9000124790	9000125598	9000126527	9000127558	9000128599	9000129642	9000130709	9000131628
9000124809	9000125621	9000126528	9000127589	9000128612	9000129643	9000130715	9000131643
9000124817	9000125640	9000126529	9000127619	9000128622	9000129691	9000130763	9000131651
9000124826	9000125653	9000126530	9000127631	9000128627	9000129695	9000130776	9000131670
9000124850	9000125675	9000126532	9000127639	9000128720	9000129718	9000130778	9000131680
9000124856	9000125684	9000126542	9000127640	9000128731	9000129787	9000130780	9000131694
9000124858	9000125688	9000126550	9000127654	9000128739	9000129801	9000130792	9000131744
9000124862	9000125696	9000126552	9000127662	9000128756	9000129821	9000130806	9000131763
9000124882	9000125722	9000126559	9000127689	9000128758	9000129840	9000130807	9000131767
9000124891	9000125725	9000126564	9000127692	9000128759	9000129885	9000130809	9000131777
9000124892	9000125727	9000126581	9000127748	9000128760	9000129886	9000130813	9000131789
9000124927	9000125735	9000126585	9000127778	9000128761	9000129891	9000130857	9000131790
9000124954	9000125749	9000126756	9000127788	9000128769	9000129893	9000130885	9000131796
9000124965	9000125754	9000126757	9000127809	9000128774	9000129929	9000130906	9000131817
9000124968	9000125756	9000126758	9000127832	9000128802	9000129983	9000130930	9000131849
9000124980	9000125758	9000126769	9000127852	9000128806	9000129995	9000130961	9000131878
9000125012	9000125796	9000126789	9000127855	9000128832	9000129998	9000130980	9000131879
9000125013	9000125848	9000126790	9000127862	9000128840	9000130026	9000131015	9000131884
9000125015	9000125854	9000126791	9000127901	9000128853	9000130068	9000131049	9000131885
9000125018	9000125856	9000126792	9000127920	9000128905	9000130073	9000131057	9000131889
9000125025	9000125887	9000126830	9000127928	9000128933	9000130076	9000131065	9000131890
9000125028	9000125910	9000126854	9000127936	9000128955	9000130087	9000131066	9000131912
9000125029	9000125922	9000126878	9000127994	9000128960	9000130135	9000131087	9000131970
9000125036	9000125943	9000126917	9000128000	9000128971	9000130137	9000131099	9000132013
9000125056	9000125960	9000126960	9000128056	9000128974	9000130149	9000131109	9000132035
9000125057	9000125962	9000126966	9000128106	9000129000	9000130157	9000131120	9000132037
9000125062	9000125965	9000126969	9000128115	9000129005	9000130161	9000131128	9000132039
9000125063	9000125968	9000126987	9000128116	9000129016	9000130186	9000131139	9000132056
9000125084	9000125970	9000127007	9000128152	9000129022	9000130197	9000131151	9000132060
9000125087	9000126018	9000127011	9000128194	9000129027	9000130204	9000131163	9000132067
9000125088	9000126026	9000127026	9000128200	9000129065	9000130210	9000131171	9000132078
9000125094	9000126036	9000127041	9000128201	9000129066	9000130228	9000131188	9000132103
9000125112	9000126038	9000127043	9000128203	9000129098	9000130229	9000131209	9000132104
9000125183	9000126039	9000127046	9000128221	9000129118	9000130238	9000131214	9000132123
9000125205	9000126041	9000127047	9000128223	9000129119	9000130268	9000131220	9000132138
9000125207	9000126052	9000127069	9000128226	9000129187	9000130281	9000131222	9000132145
9000125210	9000126061	9000127086	9000128237	9000129195	9000130313	9000131228	9000132199
9000125213	9000126063	9000127119	9000128238	9000129277	9000130402	9000131232	9000132207
9000125228	9000126086	9000127139	9000128245	9000129278	9000130403	9000131269	9000132229
9000125229	9000126087	9000127153	9000128251	9000129315	9000130416	9000131277	9000132250
9000125250	9000126118	9000127166	9000128309	9000129324	9000130418	9000131313	9000132295
9000125272	9000126136	9000127169	9000128317	9000129335	9000130419	9000131317	9000132300
9000125317	9000126170	9000127179	9000128334	9000129371	9000130420	9000131331	9000132310
9000125320	9000126205	9000127196	9000128368	9000129374	9000130422	9000131337	9000132314
9000125416	9000126207	9000127284	9000128382	9000129404	9000130423	9000131346	9000132317
9000125443	9000126233	9000127290	9000128392	9000129406	9000130450	9000131349	9000132326
9000125444	9000126242	9000127310	9000128394	9000129456	9000130458	9000131353	9000132364
9000125462	9000126248	9000127315	9000128396	9000129474	9000130463	9000131401	9000132376
9000125468	9000126276	9000127365	9000128398	9000129475	9000130486	9000131402	9000132381
9000125474	9000126279	9000127367	9000128467	9000129484	9000130487	9000131403	9000132396
9000125477	9000126283	9000127369	9000128468	9000129508	9000130509	9000131406	9000132426
9000125522	9000126291	9000127370	9000128519	9000129510	9000130522	9000131408	9000132441
9000125535	9000126357	9000127391	9000128526	9000129529	9000130535	9000131409	9000132444
9000125542	9000126361	9000127392	9000128540	9000129536	9000130553	9000131423	9000132463
9000125543	9000126386	9000127395	9000128541	9000129552	9000130601	9000131438	9000132503

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9000132514	9000133334	9000136081	9000136960	9000138011	9000138845	9000139748	9000140815
9000132520	9000133342	9000136087	9000136982	9000138012	9000138857	9000139753	9000140821
9000132522	9000133343	9000136097	9000136984	9000138030	9000138865	9000139757	9000140838
9000132529	9000133344	9000136102	9000136996	9000138032	9000138867	9000139778	9000140858
9000132533	9000133345	9000136105	9000137000	9000138050	9000138883	9000139802	9000140859
9000132545	9000133352	9000136107	9000137023	9000138088	9000138899	9000139828	9000140868
9000132547	9000133364	9000136123	9000137029	9000138090	9000138901	9000139830	9000140887
9000132553	9000133430	9000136125	9000137030	9000138091	9000138921	9000139865	9000140923
9000132556	9000133463	9000136127	9000137031	9000138105	9000138927	9000139881	9000140926
9000132566	9000133465	9000136144	9000137052	9000138127	9000138938	9000139884	9000140927
9000132644	9000133467	9000136174	9000137057	9000138128	9000139018	9000139912	9000140957
9000132646	9000133473	9000136176	9000137073	9000138129	9000139023	9000139922	9000141015
9000132663	9000133525	9000136177	9000137079	9000138131	9000139025	9000139930	9000141025
9000132671	9000133564	9000136189	9000137084	9000138166	9000139036	9000139931	9000141036
9000132675	9000133617	9000136204	9000137106	9000138189	9000139039	9000139932	9000141046
9000132692	9000133628	9000136229	9000137217	9000138209	9000139048	9000139937	9000141092
9000132713	9000133647	9000136232	9000137218	9000138224	9000139060	9000139942	9000141129
9000132716	9000133650	9000136246	9000137220	9000138225	9000139065	9000139979	9000141160
9000132739	9000133673	9000136265	9000137225	9000138267	9000139109	9000139994	9000141162
9000132740	9000133707	9000136274	9000137240	9000138286	9000139133	9000140006	9000141185
9000132750	9000133708	9000136275	9000137244	9000138288	9000139143	9000140009	9000141191
9000132756	9000133720	9000136277	9000137245	9000138290	9000139155	9000140030	9000141200
9000132757	9000133750	9000136302	9000137260	9000138308	9000139156	9000140046	9000141202
9000132810	9000133758	9000136303	9000137289	9000138312	9000139173	9000140067	9000141205
9000132816	9000133805	9000136311	9000137290	9000138326	9000139190	9000140068	9000141225
9000132824	9000133807	9000136365	9000137291	9000138355	9000139192	9000140096	9000141227
9000132842	9000133811	9000136394	9000137296	9000138363	9000139245	9000140119	9000141237
9000132848	9000133813	9000136396	9000137358	9000138370	9000139247	9000140162	9000141249
9000132878	9000133846	9000136438	9000137385	9000138371	9000139253	9000140167	9000141291
9000132881	9000133847	9000136474	9000137444	9000138372	9000139255	9000140209	9000141325
9000132885	9000133848	9000136476	9000137453	9000138458	9000139259	9000140231	9000141384
9000132907	9000133855	9000136495	9000137464	9000138463	9000139278	9000140232	9000141392
9000132909	9000133857	9000136524	9000137491	9000138464	9000139289	9000140244	9000141404
9000132914	9000133903	9000136540	9000137496	9000138512	9000139436	9000140259	9000141407
9000132943	9000133933	9000136542	9000137524	9000138534	9000139451	9000140308	9000141451
9000132945	9000133949	9000136550	9000137527	9000138544	9000139453	9000140360	9000141476
9000132947	9000133980	9000136551	9000137545	9000138555	9000139455	9000140371	9000141480
9000132970	9000133983	9000136553	9000137558	9000138587	9000139495	9000140390	9000141483
9000132974	9000133993	9000136557	9000137560	9000138597	9000139505	9000140396	9000141499
9000132991	9000133994	9000136565	9000137589	9000138618	9000139506	9000140398	9000141542
9000133014	9000133996	9000136589	9000137594	9000138619	9000139525	9000140405	9000141570
9000133046	9000133997	9000136603	9000137597	9000138648	9000139529	9000140415	9000141610
9000133054	9000134005	9000136607	9000137650	9000138662	9000139554	9000140421	9000141712
9000133056	9000134018	9000136657	9000137653	9000138663	9000139562	9000140439	9000141720
9000133062	9000134038	9000136663	9000137654	9000138693	9000139577	9000140440	9000141762
9000133069	9000134039	9000136691	9000137658	9000138702	9000139579	9000140445	9000141774
9000133091	9000134070	9000136697	9000137666	9000138754	9000139587	9000140454	9000141802
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AB00107810	AB00110140	AB00112740	AB00116400	AB00119240	AB00122070	AB00125610	AB00129360
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AB00135010	AB00137250	AB00139770	AB00142240	AB00143940	AB00146080	AB00147990	AB00149950

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AB00150040	AB00151980	AB00154780	AB00157950	AB00160220	AB00162320	AB00165100	AB00168020
AB00150080	AB00151990	AB00154800	AB00158120	AB00160230	AB00162340	AB00165120	AB00168040
AB00150100	AB00152000	AB00154840	AB00158140	AB00160240	AB00162370	AB00165130	AB00168060
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AB00150140	AB00152100	AB00154920	AB00158200	AB00160290	AB00162470	AB00165310	AB00168250
AB00150150	AB00152160	AB00155100	AB00158230	AB00160310	AB00162480	AB00165430	AB00168450
AB00150170	AB00152210	AB00155110	AB00158250	AB00160360	AB00162520	AB00165470	AB00168490
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AB00150270	AB00152260	AB00155230	AB00158300	AB00160420	AB00162540	AB00165590	AB00168540
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AB00150360	AB00152290	AB00155300	AB00158360	AB00160470	AB00162710	AB00165810	AB00168560
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AB00150550	AB00152660	AB00155600	AB00158450	AB00160770	AB00163200	AB00165930	AB00169010
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AB00150580	AB00152690	AB00155790	AB00158500	AB00160810	AB00163220	AB00166040	AB00169110
AB00150640	AB00152770	AB00155850	AB00158530	AB00160830	AB00163260	AB00166130	AB00169170
AB00150660	AB00152830	AB00155880	AB00158600	AB00160840	AB00163270	AB00166230	AB00169220
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AB00150710	AB00152980	AB00155950	AB00158670	AB00160880	AB00163310	AB00166340	AB00169300
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AB00150930	AB00153370	AB00156400	AB00159010	AB00161050	AB00163590	AB00166470	AB00169490
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AB00151050	AB00153540	AB00156480	AB00159070	AB00161150	AB00163670	AB00166540	AB00169520
AB00151060	AB00153560	AB00156500	AB00159080	AB00161170	AB00163690	AB00166630	AB00169550
AB00151070	AB00153570	AB00156520	AB00159090	AB00161180	AB00163730	AB00166650	AB00169590
AB00151080	AB00153590	AB00156560	AB00159200	AB00161290	AB00163830	AB00166710	AB00169620
AB00151120	AB00153740	AB00156640	AB00159400	AB00161370	AB00163870	AB00166730	AB00169660
AB00151140	AB00153750	AB00156730	AB00159410	AB00161420	AB00163880	AB00166740	AB00169670
AB00151190	AB00153840	AB00156740	AB00159430	AB00161460	AB00163890	AB00166870	AB00169680
AB00151200	AB00153860	AB00156940	AB00159480	AB00161540	AB00164060	AB00166950	AB00169690
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AB00151290	AB00153950	AB00156980	AB00159510	AB00161610	AB00164100	AB00166980	AB00169720
AB00151330	AB00153980	AB00157030	AB00159530	AB00161680	AB00164150	AB00167050	AB00169740
AB00151340	AB00154000	AB00157050	AB00159590	AB00161690	AB00164320	AB00167090	AB00169750
AB00151350	AB00154080	AB00157060	AB00159720	AB00161700	AB00164340	AB00167140	AB00169900
AB00151390	AB00154150	AB00157120	AB00159730	AB00161710	AB00164360	AB00167180	AB00169910
AB00151450	AB00154190	AB00157150	AB00159740	AB00161740	AB00164370	AB00167270	AB00170020
AB00151490	AB00154200	AB00157200	AB00159750	AB00161750	AB00164380	AB00167300	AB00170030
AB00151520	AB00154240	AB00157220	AB00159800	AB00161770	AB00164390	AB00167370	AB00170040
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AB00151580	AB00154360	AB00157350	AB00159890	AB00161840	AB00164430	AB00167440	AB00170120
AB00151620	AB00154430	AB00157370	AB00159900	AB00161860	AB00164460	AB00167450	AB00170210
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AB00151720	AB00154620	AB00157440	AB00159940	AB00162110	AB00164600	AB00167590	AB00170560
AB00151760	AB00154630	AB00157470	AB00159990	AB00162140	AB00164610	AB00167600	AB00170570
AB00151790	AB00154640	AB00157560	AB00160000	AB00162150	AB00164660	AB00167690	AB00170650
AB00151820	AB00154660	AB00157570	AB00160010	AB00162170	AB00164740	AB00167810	AB00170690
AB00151830	AB00154680	AB00157870	AB00160020	AB00162210	AB00164830	AB00167820	AB00170700
AB00151840	AB00154700	AB00157890	AB00160080	AB00162220	AB00164880	AB00167850	AB00170750
AB00151920	AB00154730	AB00157910	AB00160180	AB00162240	AB00164890	AB00167860	AB00170850
AB00151930	AB00154740	AB00157940	AB00160210	AB00162310	AB00164900	AB00167980	AB00170890

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AB00170900	AB00173250	AB00175990	AB00178270	AB00181150	AB00183040	AB00185880	AB00188150
AB00171010	AB00173310	AB00176080	AB00178280	AB00181220	AB00183080	AB00185890	AB00188160
AB00171030	AB00173330	AB00176090	AB00178360	AB00181230	AB00183090	AB00185900	AB00188200
AB00171090	AB00173380	AB00176100	AB00178370	AB00181280	AB00183150	AB00185910	AB00188210
AB00171140	AB00173470	AB00176110	AB00178380	AB00181340	AB00183220	AB00185920	AB00188290
AB00171220	AB00173560	AB00176130	AB00178440	AB00181380	AB00183240	AB00186000	AB00188330
AB00171260	AB00173570	AB00176170	AB00178500	AB00181400	AB00183250	AB00186010	AB00188360
AB00171270	AB00173580	AB00176180	AB00178510	AB00181480	AB00183260	AB00186050	AB00188380
AB00171360	AB00173620	AB00176250	AB00178570	AB00181520	AB00183270	AB00186080	AB00188400
AB00171370	AB00173650	AB00176350	AB00178590	AB00181560	AB00183280	AB00186100	AB00188430
AB00171380	AB00173820	AB00176460	AB00178650	AB00181610	AB00183290	AB00186110	AB00188450
AB00171390	AB00173830	AB00176470	AB00178670	AB00181650	AB00183300	AB00186290	AB00188470
AB00171400	AB00173840	AB00176530	AB00178770	AB00181660	AB00183310	AB00186300	AB00188500
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AB00171560	AB00173920	AB00176610	AB00178830	AB00181700	AB00183350	AB00186350	AB00188630
AB00171600	AB00173980	AB00176640	AB00178840	AB00181710	AB00183370	AB00186360	AB00188660
AB00171680	AB00174020	AB00176650	AB00178890	AB00181720	AB00183380	AB00186370	AB00188690
AB00171690	AB00174180	AB00176670	AB00178930	AB00181850	AB00183350	AB00186380	AB00188740
AB00171720	AB00174190	AB00176700	AB00178940	AB00181860	AB00183580	AB00186480	AB00188750
AB00171790	AB00174240	AB00176740	AB00179040	AB00181930	AB00183600	AB00186490	AB00188760
AB00171850	AB00174250	AB00176760	AB00179070	AB00181950	AB00183620	AB00186580	AB00188780
AB00171870	AB00174300	AB00176790	AB00179090	AB00181960	AB00183650	AB00186620	AB00188800
AB00171880	AB00174420	AB00176800	AB00179100	AB00181970	AB00183660	AB00186650	AB00188820
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AB00171980	AB00174570	AB00176890	AB00179170	AB00182020	AB00183740	AB00186690	AB00188890
AB00172040	AB00174680	AB00176900	AB00179490	AB00182050	AB00183760	AB00186710	AB00188960
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AB00172260	AB00174810	AB00176960	AB00179580	AB00182100	AB00183920	AB00186790	AB00189060
AB00172310	AB00174840	AB00177020	AB00179590	AB00182110	AB00184000	AB00186820	AB00189080
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AB00172390	AB00174910	AB00177060	AB00179610	AB00182180	AB00184100	AB00186700	AB00189120
AB00172410	AB00174970	AB00177080	AB00179620	AB00182190	AB00184110	AB00187010	AB00189130
AB00172420	AB00175160	AB00177140	AB00179710	AB00182220	AB00184130	AB00187100	AB00189180
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AB00172440	AB00175230	AB00177270	AB00179760	AB00182260	AB00184210	AB00187150	AB00189230
AB00172450	AB00175270	AB00177330	AB00179840	AB00182400	AB00184220	AB00187170	AB00189280
AB00172460	AB00175280	AB00177340	AB00179870	AB00182430	AB00184310	AB00187190	AB00189320
AB00172470	AB00175350	AB00177480	AB00179920	AB00182450	AB00184320	AB00187210	AB00189330
AB00172490	AB00175370	AB00177500	AB00180000	AB00182480	AB00184340	AB00187230	AB00189350
AB00172510	AB00175390	AB00177520	AB00180150	AB00182490	AB00184450	AB00187300	AB00189380
AB00172520	AB00175410	AB00177540	AB00180160	AB00182500	AB00184640	AB00187390	AB00189430
AB00172570	AB00175470	AB00177550	AB00180260	AB00182540	AB00184750	AB00187400	AB00189440
AB00172640	AB00175500	AB00177560	AB00180350	AB00182560	AB00184760	AB00187470	AB00189490
AB00172650	AB00175550	AB00177600	AB00180360	AB00182570	AB00184920	AB00187500	AB00189510
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AB00172760	AB00175610	AB00177740	AB00180410	AB00182680	AB00185000	AB00187610	AB00189590
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AB00172920	AB00175750	AB00177930	AB00180600	AB00182850	AB00185510	AB00187920	AB00189910
AB00173040	AB00175760	AB00178040	AB00180670	AB00182860	AB00185640	AB00187960	AB00189920
AB00173060	AB00175800	AB00178120	AB00180700	AB00182910	AB00185650	AB00187980	AB00190120
AB00173070	AB00175830	AB00178130	AB00180750	AB00182930	AB00185710	AB00188030	AB00190130
AB00173120	AB00175940	AB00178210	AB00181010	AB00182940	AB00185720	AB00188050	AB00190200
AB00173200	AB00175950	AB00178220	AB00181100	AB00183000	AB00185730	AB00188070	AB00190260
AB00173230	AB00175960	AB00178250	AB00181120	AB00183030	AB00185770	AB00188080	AB00190300

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

AB00190380	AB00192260	AB00194230	AB00196300	AB00198770	AB00201340	AB00203840	AB00206080
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AB00190410	AB00192280	AB00194270	AB00196410	AB00198990	AB00201420	AB00203990	AB00206130
AB00190440	AB00192320	AB00194280	AB00196430	AB00199000	AB00201460	AB00204010	AB00206210
AB00190460	AB00192340	AB00194320	AB00196500	AB00199060	AB00201600	AB00204020	AB00206220
AB00190490	AB00192360	AB00194330	AB00196520	AB00199150	AB00201620	AB00204030	AB00206250
AB00190520	AB00192400	AB00194340	AB00196560	AB00199160	AB00201650	AB00204040	AB00206300
AB00190590	AB00192450	AB00194410	AB00196580	AB00199180	AB00201710	AB00204110	AB00206310
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AB00190610	AB00192500	AB00194450	AB00196700	AB00199250	AB00201740	AB00204220	AB00206330
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AB00190630	AB00192550	AB00194470	AB00196740	AB00199300	AB00201760	AB00204240	AB00206510
AB00190680	AB00192560	AB00194570	AB00196760	AB00199310	AB00201810	AB00204250	AB00206560
AB00190720	AB00192580	AB00194640	AB00196830	AB00199370	AB00201880	AB00204300	AB00206570
AB00190730	AB00192590	AB00194690	AB00196940	AB00199490	AB00201900	AB00204310	AB00206580
AB00190880	AB00192620	AB00194700	AB00196970	AB00199580	AB00202000	AB00204340	AB00206600
AB00190890	AB00192650	AB00194720	AB00197050	AB00199630	AB00202070	AB00204350	AB00206650
AB00190910	AB00192660	AB00194730	AB00197170	AB00199640	AB00202110	AB00204360	AB00206660
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AB00191400	AB00193100	AB00195120	AB00197540	AB00200050	AB00202650	AB00205130	AB00207250
AB00191410	AB00193230	AB00195140	AB00197560	AB00200070	AB00202700	AB00205140	AB00207260
AB00191420	AB00193240	AB00195150	AB00197570	AB00200090	AB00202760	AB00205160	AB00207300
AB00191490	AB00193320	AB00195170	AB00197580	AB00200140	AB00202770	AB00205190	AB00207310
AB00191500	AB00193330	AB00195180	AB00197600	AB00200180	AB00202780	AB00205200	AB00207490
AB00191520	AB00193390	AB00195220	AB00197610	AB00200190	AB00202810	AB00205270	AB00207500
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AB00191610	AB00193470	AB00195260	AB00197670	AB00200240	AB00203070	AB00205360	AB00207540
AB00191620	AB00193500	AB00195320	AB00197690	AB00200290	AB00203100	AB00205370	AB00207590
AB00191630	AB00193530	AB00195340	AB00197700	AB00200300	AB00203110	AB00205430	AB00207600
AB00191700	AB00193540	AB00195450	AB00197740	AB00200320	AB00203120	AB00205450	AB00207640
AB00191720	AB00193590	AB00195470	AB00197760	AB00200370	AB00203150	AB00205460	AB00207670
AB00191730	AB00193610	AB00195530	AB00197780	AB00200380	AB00203200	AB00205470	AB00207700
AB00191810	AB00193630	AB00195580	AB00197910	AB00200400	AB00203240	AB00205500	AB00207720
AB00191820	AB00193640	AB00195590	AB00197930	AB00200510	AB00203250	AB00205520	AB00207740
AB00191890	AB00193670	AB00195600	AB00197950	AB00200520	AB00203390	AB00205530	AB00207780
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AB00191930	AB00193700	AB00195690	AB00198170	AB00200620	AB00203460	AB00205610	AB00207850
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AB00192030	AB00193780	AB00195750	AB00198370	AB00200690	AB00203530	AB00205680	AB00208010
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AB00192070	AB00193900	AB00195830	AB00198500	AB00200900	AB00203610	AB00205730	AB00208050
AB00192110	AB00193910	AB00195870	AB00198520	AB00200990	AB00203630	AB00205750	AB00208060
AB00192120	AB00193970	AB00195890	AB00198560	AB00201030	AB00203640	AB00205830	AB00208070
AB00192130	AB00193980	AB00196030	AB00198590	AB00201070	AB00203650	AB00205880	AB00208120
AB00192140	AB00193990	AB00196200	AB00198700	AB00201100	AB00203660	AB00206010	AB00208130
AB00192180	AB00194040	AB00196230	AB00198710	AB00201160	AB00203670	AB00206030	AB00208140
AB00192230	AB00194160	AB00196250	AB00198720	AB00201180	AB00203720	AB00206040	AB00208150
AB00192250	AB00194210	AB00196270	AB00198730	AB00201230	AB00203780	AB00206060	AB00208160

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB00208310	AB00210350	AB00212570	AB00215750	AB00218380	AB00220400	AB00222340	AB00224670
AB00208370	AB00210360	AB00212610	AB00215760	AB00218390	AB00220420	AB00222380	AB00224700
AB00208410	AB00210400	AB00212670	AB00215810	AB00218400	AB00220440	AB00222500	AB00224790
AB00208540	AB00210410	AB00212760	AB00215910	AB00218410	AB00220450	AB00222510	AB00224830
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AB00209490	AB00211390	AB00213950	AB00216800	AB00219290	AB00221390	AB00223390	AB00225960
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AB00210210	AB00212210	AB00215490	AB00218040	AB00220220	AB00222100	AB00224440	AB00227140
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AB00210250	AB00212460	AB00215540	AB00218150	AB00220260	AB00222230	AB00224490	AB00227300
AB00210260	AB00212480	AB00215570	AB00218170	AB00220280	AB00222290	AB00224520	AB00227310

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AB00227320	AB00229380	AB00231770	AB00233700	AB00236130	AB00237880	AB00240200	AB00242540
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AB00227350	AB00229400	AB00231790	AB00233760	AB00236150	AB00237910	AB00240280	AB00242570
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AB00227370	AB00229420	AB00231910	AB00233800	AB00236220	AB00237980	AB00240360	AB00242640
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AB00227440	AB00229610	AB00231960	AB00233970	AB00236250	AB00238000	AB00240400	AB00242660
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AB00228290	AB00230750	AB00232580	AB00234880	AB00237110	AB00239030	AB00241600	AB00243450
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AB00228390	AB00230840	AB00232700	AB00235050	AB00237170	AB00239120	AB00241790	AB00243660
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AB00229170	AB00231520	AB00233540	AB00235810	AB00237750	AB00240030	AB00242450	AB00244630
AB00229190	AB00231550	AB00233600	AB00235820	AB00237760	AB00240070	AB00242460	AB00244700
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AB00229240	AB00231630	AB00233670	AB00235970	AB00237850	AB00240120	AB00242480	AB00244800
AB00229270	AB00231690	AB00233680	AB00236090	AB00237860	AB00240140	AB00242490	AB00244820
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

AB00244920	AB00246670	AB00248830	AB00250800	AB00252410	AB00254080	AB00255940	AB00258190
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AB00245010	AB00246720	AB00248890	AB00250870	AB00252530	AB00254140	AB00256080	AB00258260
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AB00245200	AB00246830	AB00249030	AB00251150	AB00252700	AB00254350	AB00256210	AB00258470
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AB00245300	AB00246960	AB00249130	AB00251240	AB00252770	AB00254620	AB00256450	AB00258660
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AB00245970	AB00247860	AB00249780	AB00251710	AB00253360	AB00255220	AB00257170	AB00259470
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AB00246470	AB00248550	AB00250470	AB00252190	AB00253880	AB00255700	AB00257850	AB00260040
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AB00246580	AB00248720	AB00250640	AB00252380	AB00254040	AB00255910	AB00257990	AB00260300
AB00246660	AB00248730	AB00250660	AB00252390	AB00254050	AB00255920	AB00258180	AB00260320

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB00260380	AB00262140	AB00263770	AB00265670	AB00267380	AB00269500	AB00271240	AB00273080
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AB00260750	AB00262460	AB00263940	AB00265960	AB00267600	AB00269780	AB00271390	AB00273230
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AB00260850	AB00262480	AB00264120	AB00266030	AB00267640	AB00269810	AB00271430	AB00273280
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AB00262010	AB00263730	AB00265470	AB00267320	AB00269340	AB00271180	AB00272990	AB00274490

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AB00275910	AB00277690	AB00279020	AB00280550	AB00282820	AB00284560	AB00286330	AB00288580
AB00275920	AB00277710	AB00279030	AB00280570	AB00282850	AB00284570	AB00286380	AB00288590
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AB00310490	AB00313060	AB00316920	AB00319440	AB00321710	AB00324520	AB00327090	AB00329300
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AB00311420	AB00314720	AB00318110	AB00320290	AB00322820	AB00325170	AB00327800	AB00330030
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AB00330230	AB00333610	AB003336250	AB00338780	AB00341110	AB00343780	AB00346100	AB00348880
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AB00330450	AB00333790	AB003336420	AB00338910	AB00341370	AB00344050	AB00346210	AB00349000
AB00330520	AB00333800	AB003336460	AB00338980	AB00341410	AB00344170	AB00346240	AB00349020
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AB00331250	AB00334390	AB003337100	AB00339430	AB00341890	AB00344650	AB00346900	AB00349590
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AB00331870	AB00334820	AB003337440	AB00339730	AB00342190	AB00344970	AB00347210	AB00349780
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AB00332150	AB00335030	AB003337620	AB00340040	AB00342390	AB00345120	AB00347340	AB00350090
AB00332160	AB00335060	AB003337640	AB00340100	AB00342430	AB00345130	AB00347360	AB00350100
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AB00333200	AB00336110	AB003338690	AB00340910	AB00343630	AB00345920	AB00348630	AB00350860
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AB00333280	AB00336130	AB003338710	AB00341030	AB00343680	AB00345960	AB00348660	AB00350950
AB00333570	AB00336210	AB003338720	AB00341090	AB00343690	AB00346010	AB00348720	AB00350970
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AB00351020	AB00354400	AB00357440	AB00360120	AB00362370	AB00365690	AB00368540	AB00371170
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AB00351150	AB00354560	AB00357580	AB00360220	AB00362460	AB00365780	AB00368780	AB00371310
AB00351500	AB00354620	AB00357630	AB00360330	AB00362600	AB00365840	AB00368850	AB00371330
AB00351510	AB00354670	AB00357640	AB00360350	AB00362670	AB00365850	AB00368860	AB00371340
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AB00351670	AB00354740	AB00357770	AB00360370	AB00362720	AB00366080	AB00368950	AB00371480
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AB00351700	AB00354850	AB00357930	AB00360470	AB00362800	AB00366130	AB00368970	AB00371570
AB00351790	AB00354940	AB00357950	AB00360480	AB00363030	AB00366160	AB00368980	AB00371630
AB00351810	AB00354980	AB00357990	AB00360490	AB00363180	AB00366170	AB00368990	AB00371640
AB00351910	AB00355010	AB00358000	AB00360590	AB00363200	AB00366180	AB00369060	AB00371650
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AB00352130	AB00355050	AB00358030	AB00360610	AB00363370	AB00366300	AB00369080	AB00371770
AB00352190	AB00355070	AB00358070	AB00360780	AB00363400	AB00366310	AB00369110	AB00371780
AB00352250	AB00355120	AB00358140	AB00360790	AB00363410	AB00366320	AB00369200	AB00371790
AB00352280	AB00355150	AB00358160	AB00360830	AB00363420	AB00366330	AB00369210	AB00371800
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AB00352360	AB00355410	AB00358190	AB00360860	AB00363650	AB00366370	AB00369350	AB00371960
AB00352490	AB00355420	AB00358220	AB00360890	AB00363680	AB00366500	AB00369390	AB00371970
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AB00352650	AB00355540	AB00358270	AB00360980	AB00363700	AB00366630	AB00369440	AB00371990
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AB00352970	AB00355700	AB00358560	AB00361160	AB00364030	AB00366950	AB00369900	AB00372270
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AB00353640	AB00356490	AB00359120	AB00361490	AB00364500	AB00367540	AB00370300	AB00372700
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AB00353720	AB00356580	AB00359350	AB00361800	AB00364850	AB00367870	AB00370340	AB00372920
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AB00354240	AB00357370	AB00359990	AB00362280	AB00365630	AB00368390	AB00371090	AB00373660
AB00354250	AB00357420	AB00360010	AB00362330	AB00365660	AB00368430	AB00371150	AB00373670
AB00354260	AB00357430	AB00360060	AB00362360	AB00365670	AB00368520	AB00371160	AB00373700

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB00373820	AB00376210	AB00378850	AB00381580	AB00385180	AB00387330	AB00390210	AB00393030
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AB00374030	AB00376570	AB00378950	AB00381810	AB00385280	AB00387560	AB00390350	AB00393080
AB00374130	AB00376670	AB00379090	AB00381830	AB00385320	AB00387600	AB00390390	AB00393160
AB00374200	AB00376730	AB00379100	AB00381920	AB00385330	AB00387660	AB00390440	AB00393170
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02026170	AB02027920	AB02029300	AB02030880	AB02032550	AB02034290	AB02036180	AB02037860
AB02026260	AB02027940	AB02029310	AB02030920	AB02032630	AB02034320	AB02036200	AB02037880

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AB02037960	AB02039540	AB02041400	AB02043000	AB02044500	AB02046210	AB02047660	AB02049270
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AB02038010	AB02039650	AB02041440	AB02043030	AB02044560	AB02046230	AB02047760	AB02049300
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AB02039380	AB02041220	AB02042870	AB02044350	AB02045970	AB02047510	AB02049110	AB02050880
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AB02039420	AB02041270	AB02042930	AB02044410	AB02046080	AB02047570	AB02049190	AB02050950
AB02039440	AB02041320	AB02042940	AB02044420	AB02046090	AB02047580	AB02049200	AB02050970
AB02039480	AB02041330	AB02042970	AB02044430	AB02046140	AB02047590	AB02049220	AB02050980

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02051030	AB02052730	AB02054610	AB02056220	AB02057990	AB02059660	AB02061410	AB02063180
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AB02051050	AB02052780	AB02054650	AB02056280	AB02058040	AB02059720	AB02061470	AB02063200
AB02051080	AB02052790	AB02054660	AB02056330	AB02058060	AB02059740	AB02061500	AB02063230
AB02051100	AB02052800	AB02054670	AB02056340	AB02058110	AB02059750	AB02061510	AB02063240
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AB02051140	AB02052850	AB02054740	AB02056450	AB02058150	AB02059830	AB02061610	AB02063260
AB02051170	AB02052870	AB02054790	AB02056460	AB02058270	AB02059850	AB02061730	AB02063280
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AB02051250	AB02053090	AB02054990	AB02056500	AB02058420	AB02059980	AB02061820	AB02063440
AB02051280	AB02053170	AB02055000	AB02056530	AB02058480	AB02059990	AB02061840	AB02063450
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AB02052590	AB02054520	AB02056010	AB02057920	AB02059580	AB02061340	AB02063100	AB02064670
AB02052630	AB02054550	AB02056040	AB02057930	AB02059590	AB02061350	AB02063130	AB02064680

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02065050	AB02066910	AB02068490	AB02070130	AB02071700	AB02073610	AB02075230	AB02077120
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02264600	AB02266770	AB02268340	AB02269890	AB02271330	AB02273190	AB02275030	AB02276910
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AB02334820	AB02337080	AB02338560	AB02339990	AB02341370	AB02342860	AB02344680	AB02346240
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AB02334860	AB02337170	AB02338610	AB02340020	AB02341390	AB02342980	AB02344710	AB02346260
AB02334870	AB02337180	AB02338670	AB02340050	AB02341430	AB02342990	AB02344720	AB02346270
AB02334890	AB02337240	AB02338740	AB02340060	AB02341450	AB02343000	AB02344800	AB02346310
AB02334920	AB02337250	AB02338790	AB02340070	AB02341520	AB02343020	AB02344820	AB02346330
AB02334950	AB02337270	AB02338840	AB02340080	AB02341590	AB02343060	AB02344850	AB02346340
AB02334990	AB02337350	AB02338870	AB02340130	AB02341600	AB02343100	AB02344860	AB02346350
AB02335010	AB02337370	AB02338890	AB02340140	AB02341610	AB02343110	AB02344940	AB02346380
AB02335030	AB02337430	AB02338920	AB02340160	AB02341620	AB02343190	AB02344960	AB02346390
AB02335070	AB02337480	AB02338990	AB02340180	AB02341630	AB02343210	AB02344990	AB02346400
AB02335110	AB02337530	AB02339000	AB02340190	AB02341650	AB02343220	AB02345000	AB02346420
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AB02335160	AB02337600	AB02339060	AB02340280	AB02341680	AB02343250	AB02345020	AB02346450
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AB02335260	AB02337630	AB02339080	AB02340300	AB02341700	AB02343270	AB02345110	AB02346470
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AB02335460	AB02337720	AB02339170	AB02340410	AB02341890	AB02343370	AB02345180	AB02346630
AB02335470	AB02337730	AB02339180	AB02340430	AB02341950	AB02343390	AB02345230	AB02346650
AB02335480	AB02337750	AB02339190	AB02340440	AB02341960	AB02343400	AB02345240	AB02346680
AB02335530	AB02337760	AB02339200	AB02340450	AB02341980	AB02343410	AB02345290	AB02346700
AB02335540	AB02337800	AB02339260	AB02340490	AB02341990	AB02343480	AB02345300	AB02346710

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AB02346730	AB02348280	AB02349790	AB02351420	AB02353290	AB02355050	AB02356260	AB02357580
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AB02346770	AB02348350	AB02349890	AB02351450	AB02353350	AB02355090	AB02356290	AB02357660
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AB02346800	AB02348370	AB02349940	AB02351500	AB02353410	AB02355150	AB02356350	AB02357720
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AB02347240	AB02348830	AB02350480	AB02351860	AB02353980	AB02355530	AB02356820	AB02358110
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AB02347450	AB02349130	AB02350640	AB02352040	AB02354110	AB02355690	AB02356940	AB02358280
AB02347480	AB02349150	AB02350670	AB02352050	AB02354140	AB02355700	AB02356980	AB02358310
AB02347520	AB02349160	AB02350690	AB02352090	AB02354170	AB02355730	AB02357000	AB02358320
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AB02347560	AB02349190	AB02350760	AB02352170	AB02354220	AB02355750	AB02357020	AB02358720
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AB02347640	AB02349300	AB02350880	AB02352340	AB02354310	AB02355840	AB02357150	AB02358800
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AB02347660	AB02349400	AB02350900	AB02352360	AB02354350	AB02355860	AB02357210	AB02358850
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AB02348120	AB02349730	AB02351210	AB02353090	AB02354930	AB02356140	AB02357500	AB02359350
AB02348130	AB02349740	AB02351240	AB02353110	AB02354970	AB02356160	AB02357510	AB02359410
AB02348140	AB02349750	AB02351340	AB02353120	AB02354990	AB02356180	AB02357520	AB02359420
AB02348160	AB02349760	AB02351370	AB02353130	AB02355020	AB02356220	AB02357530	AB02359430
AB02348270	AB02349780	AB02351380	AB02353160	AB02355030	AB02356240	AB02357550	AB02359440

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AB02359450	AB02361190	AB02362950	AB02364650	AB02366560	AB02368460	AB02370410	AB02371990
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AB02359510	AB02361250	AB02362990	AB02364720	AB02366610	AB02368480	AB02370450	AB02372080
AB02359580	AB02361280	AB02363000	AB02364820	AB02366640	AB02368500	AB02370460	AB02372100
AB02359640	AB02361290	AB02363020	AB02364830	AB02366650	AB02368550	AB02370470	AB02372150
AB02359740	AB02361310	AB02363070	AB02364870	AB02366660	AB02368560	AB02370490	AB02372180
AB02359770	AB02361330	AB02363080	AB02364900	AB02366720	AB02368600	AB02370500	AB02372220
AB02359780	AB02361400	AB02363110	AB02364920	AB02366750	AB02368650	AB02370550	AB02372230
AB02359810	AB02361420	AB02363120	AB02364980	AB02366780	AB02368670	AB02370560	AB02372280
AB02359840	AB02361440	AB02363140	AB02365000	AB02366820	AB02368740	AB02370570	AB02372300
AB02359850	AB02361510	AB02363160	AB02365130	AB02366880	AB02368750	AB02370600	AB02372310
AB02359860	AB02361580	AB02363220	AB02365140	AB02366910	AB02368760	AB02370610	AB02372320
AB02359870	AB02361600	AB02363230	AB02365150	AB02366950	AB02368810	AB02370680	AB02372380
AB02359880	AB02361610	AB02363280	AB02365160	AB02366960	AB02368840	AB02370690	AB02372470
AB02359890	AB02361620	AB02363310	AB02365170	AB02366990	AB02368890	AB02370700	AB02372500
AB02359940	AB02361670	AB02363320	AB02365180	AB02367000	AB02369190	AB02370730	AB02372540
AB02359950	AB02361710	AB02363330	AB02365200	AB02367010	AB02369200	AB02370740	AB02372550
AB02360000	AB02361780	AB02363340	AB02365220	AB02367030	AB02369220	AB02370770	AB02372560
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AB02360020	AB02361850	AB02363380	AB02365310	AB02367060	AB02369290	AB02370800	AB02372600
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AB02361070	AB02362820	AB02364500	AB02366450	AB02368380	AB02370310	AB02371900	AB02373700
AB02361080	AB02362840	AB02364520	AB02366460	AB02368390	AB02370340	AB02371930	AB02373760
AB02361090	AB02362870	AB02364560	AB02366520	AB02368410	AB02370360	AB02371950	AB02373770
AB02361100	AB02362890	AB02364600	AB02366530	AB02368420	AB02370380	AB02371960	AB02373790
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AB02373840	AB02375710	AB02377310	AB02378840	AB02380690	AB02382370	AB02383740	AB02385520
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AB02373990	AB02375740	AB02377350	AB02378950	AB02380720	AB02382390	AB02383800	AB02385550
AB02374050	AB02375760	AB02377360	AB02378960	AB02380730	AB02382420	AB02383820	AB02385560
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AB02374110	AB02375910	AB02377470	AB02379050	AB02380860	AB02382470	AB02383910	AB02385700
AB02374150	AB02375930	AB02377490	AB02379080	AB02380870	AB02382520	AB02383990	AB02385780
AB02374170	AB02375960	AB02377510	AB02379100	AB02380880	AB02382550	AB02384060	AB02385800
AB02374190	AB02375990	AB02377520	AB02379120	AB02380920	AB02382590	AB02384090	AB02385810
AB02374200	AB02376040	AB02377530	AB02379140	AB02380940	AB02382600	AB02384130	AB02385830
AB02374230	AB02376080	AB02377550	AB02379170	AB02380970	AB02382610	AB02384190	AB02385880
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AB02375280	AB02376950	AB02378310	AB02380260	AB02381960	AB02383300	AB02385100	AB02386660
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AB02375680	AB02377290	AB02378780	AB02380660	AB02382330	AB02383710	AB02385490	AB02387150
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AB02387410	AB02388920	AB02390560	AB02392200	AB02393940	AB02395650	AB02397610	AB02399300
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02466340	AB02467580	AB02468970	AB02470660	AB02472270	AB02474000	AB02475720	AB02477270
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02490950	AB02492650	AB02494370	AB02496130	AB02497790	AB02499430	AB02501200	AB02502600
AB02490960	AB02492680	AB02494380	AB02496160	AB02497810	AB02499450	AB02501210	AB02502610

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AB02502620	AB02504340	AB02505990	AB02507600	AB02509170	AB02510840	AB02512380	AB02513950
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AB02502690	AB02504460	AB02506060	AB02507630	AB02509260	AB02510910	AB02512430	AB02513990
AB02502700	AB02504490	AB02506070	AB02507650	AB02509290	AB02510920	AB02512480	AB02514000
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AB02502800	AB02504570	AB02506100	AB02507800	AB02509310	AB02511020	AB02512550	AB02514080
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AB02503420	AB02505310	AB02506820	AB02508500	AB02510100	AB02511620	AB02513340	AB02514830
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AB02504220	AB02505950	AB02507480	AB02509130	AB02510780	AB02512340	AB02513890	AB02515560
AB02504260	AB02505970	AB02507500	AB02509140	AB02510800	AB02512350	AB02513920	AB02515570
AB02504300	AB02505980	AB02507580	AB02509160	AB02510810	AB02512360	AB02513930	AB02515620

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AB02515640	AB02517400	AB02519300	AB02521050	AB02522310	AB02523960	AB02525520	AB02526940
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AB02515700	AB02517430	AB02519330	AB02521070	AB02522380	AB02524000	AB02525580	AB02526970
AB02515710	AB02517460	AB02519340	AB02521080	AB02522390	AB02524030	AB02525600	AB02526990
AB02515730	AB02517510	AB02519400	AB02521100	AB02522400	AB02524110	AB02525610	AB02527000
AB02515780	AB02517530	AB02519410	AB02521120	AB02522420	AB02524120	AB02525620	AB02527010
AB02515820	AB02517540	AB02519420	AB02521180	AB02522460	AB02524130	AB02525650	AB02527020
AB02515830	AB02517600	AB02519460	AB02521200	AB02522480	AB02524140	AB02525660	AB02527060
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AB02515870	AB02517700	AB02519480	AB02521280	AB02522550	AB02524170	AB02525720	AB02527130
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AB02515990	AB02517760	AB02519580	AB02521350	AB02522620	AB02524210	AB02525810	AB02527170
AB02516050	AB02517770	AB02519620	AB02521360	AB02522630	AB02524220	AB02525820	AB02527200
AB02516100	AB02517850	AB02519700	AB02521370	AB02522660	AB02524240	AB02525830	AB02527220
AB02516160	AB02517900	AB02519710	AB02521380	AB02522680	AB02524280	AB02525880	AB02527240
AB02516170	AB02517990	AB02519760	AB02521390	AB02522700	AB02524290	AB02525910	AB02527250
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AB02516610	AB02518500	AB02520350	AB02521680	AB02523210	AB02524600	AB02526160	AB02527660
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AB02517250	AB02519000	AB02520960	AB02522160	AB02523870	AB02525390	AB02526840	AB02528350
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AB02517310	AB02519240	AB02520980	AB02522200	AB02523930	AB02525430	AB02526910	AB02528430
AB02517360	AB02519260	AB02521000	AB02522290	AB02523940	AB02525440	AB02526920	AB02528460
AB02517380	AB02519290	AB02521010	AB02522300	AB02523950	AB02525450	AB02526930	AB02528470

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AB02528500	AB02530190	AB02531730	AB02533650	AB02535240	AB02537180	AB02538830	AB02540470
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AB02528630	AB02530430	AB02531990	AB02533810	AB02535480	AB02537420	AB02539010	AB02540750
AB02528740	AB02530520	AB02532020	AB02533840	AB02535540	AB02537460	AB02539020	AB02540760
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AB02528780	AB02530630	AB02532100	AB02533910	AB02535730	AB02537520	AB02539190	AB02540840
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AB02528860	AB02530670	AB02532130	AB02533970	AB02535770	AB02537560	AB02539230	AB02540950
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AB02569820	AB02571290	AB02573040	AB02574610	AB02576170	AB02577820	AB02579270	AB02580670

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AB02580680	AB02582340	AB02583740	AB02585620	AB02587460	AB02589360	AB02591130	AB02592590
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AB02618310	AB02619760	AB02621320	AB02623020	AB02624410	AB02626060	AB02627330	AB02629130
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AB02630750	AB02632520	AB02633830	AB02635340	AB02637060	AB02638610	AB02640330	AB02641760
AB02630770	AB02632560	AB02633840	AB02635410	AB02637090	AB02638620	AB02640340	AB02641780
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB02655410	AB02656840	AB02658310	AB02659920	AB02661580	AB02663090	AB02664670	AB02666250
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AB02655440	AB02656910	AB02658400	AB02659950	AB02661630	AB02663140	AB02664730	AB02666290
AB02655460	AB02656920	AB02658480	AB02659960	AB02661650	AB02663160	AB02664820	AB02666300
AB02655480	AB02656940	AB02658510	AB02659970	AB02661670	AB02663170	AB02664830	AB02666310
AB02655530	AB02656950	AB02658580	AB02659980	AB02661690	AB02663220	AB02664860	AB02666320
AB02655560	AB02656960	AB02658590	AB02659990	AB02661710	AB02663240	AB02664880	AB02666340
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AB02655610	AB02656990	AB02658630	AB02660040	AB02661850	AB02663330	AB02664960	AB02666500
AB02655650	AB02657020	AB02658680	AB02660060	AB02661860	AB02663360	AB02664990	AB02666510
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AB02656150	AB02657460	AB02659060	AB02660550	AB02662140	AB02663950	AB02665490	AB02666930
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AB02656440	AB02657640	AB02659310	AB02660790	AB02662320	AB02664180	AB02665810	AB02667220
AB02656450	AB02657730	AB02659400	AB02660820	AB02662430	AB02664210	AB02665850	AB02667230
AB02656460	AB02657830	AB02659410	AB02660840	AB02662440	AB02664220	AB02665870	AB02667240
AB02656480	AB02657840	AB02659440	AB02660910	AB02662460	AB02664230	AB02665880	AB02667310
AB02656500	AB02657870	AB02659550	AB02660920	AB02662530	AB02664260	AB02665900	AB02667330
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AB02656720	AB02658180	AB02659850	AB02661350	AB02662900	AB02664580	AB02666180	AB02667800
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AB02656740	AB02658230	AB02659880	AB02661510	AB02662980	AB02664610	AB02666200	AB02667840
AB02656750	AB02658270	AB02659890	AB02661530	AB02663000	AB02664620	AB02666210	AB02667850
AB02656780	AB02658280	AB02659900	AB02661540	AB02663060	AB02664630	AB02666220	AB02667890
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AB02667910	AB02669770	AB02671270	AB02672620	AB02673770	AB02675160	AB02676590	AB02678110
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AB02667950	AB02669790	AB02671310	AB02672650	AB02673800	AB02675190	AB02676610	AB02678140
AB02667970	AB02669840	AB02671320	AB02672670	AB02673830	AB02675200	AB02676640	AB02678160
AB02667980	AB02669850	AB02671330	AB02672690	AB02673850	AB02675210	AB02676660	AB02678170
AB02667990	AB02669870	AB02671380	AB02672700	AB02673860	AB02675220	AB02676680	AB02678190
AB02668040	AB02669890	AB02671420	AB02672710	AB02673890	AB02675240	AB02676710	AB02678230
AB02668100	AB02669980	AB02671460	AB02672730	AB02673900	AB02675260	AB02676730	AB02678240
AB02668140	AB02669990	AB02671490	AB02672740	AB02673910	AB02675290	AB02676740	AB02678260
AB02668160	AB02670010	AB02671530	AB02672750	AB02673960	AB02675340	AB02676750	AB02678270
AB02668170	AB02670030	AB02671560	AB02672800	AB02673990	AB02675350	AB02676760	AB02678280
AB02668180	AB02670040	AB02671620	AB02672840	AB02674000	AB02675370	AB02676770	AB02678310
AB02668210	AB02670070	AB02671630	AB02672850	AB02674030	AB02675380	AB02676790	AB02678320
AB02668220	AB02670090	AB02671660	AB02672890	AB02674040	AB02675390	AB02676810	AB02678360
AB02668230	AB02670140	AB02671670	AB02672910	AB02674050	AB02675410	AB02676820	AB02678370
AB02668240	AB02670160	AB02671680	AB02672940	AB02674090	AB02675430	AB02676860	AB02678380
AB02668250	AB02670170	AB02671700	AB02672970	AB02674110	AB02675440	AB02676890	AB02678430
AB02668360	AB02670190	AB02671710	AB02672980	AB02674120	AB02675470	AB02676970	AB02678440
AB02668410	AB02670200	AB02671720	AB02672990	AB02674130	AB02675490	AB02676990	AB02678480
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AB02668560	AB02670340	AB02671800	AB02673110	AB02674230	AB02675580	AB02677150	AB02678650
AB02668580	AB02670370	AB02671820	AB02673130	AB02674240	AB02675610	AB02677160	AB02678660
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AB02669090	AB02670810	AB02672240	AB02673440	AB02674730	AB02676220	AB02677600	AB02679110
AB02669150	AB02670840	AB02672310	AB02673450	AB02674770	AB02676230	AB02677710	AB02679120
AB02669170	AB02670870	AB02672320	AB02673460	AB02674840	AB02676240	AB02677720	AB02679150
AB02669240	AB02670880	AB02672360	AB02673470	AB02674880	AB02676260	AB02677750	AB02679160
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AB02669340	AB02670910	AB02672390	AB02673550	AB02674920	AB02676320	AB02677870	AB02679200
AB02669360	AB02670920	AB02672420	AB02673560	AB02674930	AB02676340	AB02677910	AB02679240
AB02669400	AB02670950	AB02672430	AB02673580	AB02674940	AB02676350	AB02677980	AB02679260
AB02669470	AB02670960	AB02672470	AB02673600	AB02674960	AB02676390	AB02677990	AB02679290
AB02669510	AB02670990	AB02672480	AB02673620	AB02674990	AB02676420	AB02678000	AB02679300
AB02669530	AB02671010	AB02672500	AB02673630	AB02675000	AB02676440	AB02678020	AB02679320
AB02669540	AB02671030	AB02672520	AB02673640	AB02675040	AB02676450	AB02678030	AB02679330
AB02669570	AB02671060	AB02672530	AB02673650	AB02675060	AB02676470	AB02678050	AB02679380
AB02669580	AB02671160	AB02672550	AB02673670	AB02675080	AB02676480	AB02678060	AB02679410
AB02669640	AB02671190	AB02672580	AB02673680	AB02675110	AB02676520	AB02678070	AB02679420
AB02669680	AB02671230	AB02672590	AB02673700	AB02675120	AB02676540	AB02678090	AB02679460
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AB02679510	AB02681180	AB02683010	AB02684730	AB02686160	AB02687500	AB02688680	AB02690230
AB02679520	AB02681200	AB02683050	AB02684780	AB02686170	AB02687540	AB02688710	AB02690240
AB02679540	AB02681210	AB02683060	AB02684800	AB02686180	AB02687550	AB02688720	AB02690250
AB02679620	AB02681230	AB02683100	AB02684820	AB02686190	AB02687570	AB02688730	AB02690270
AB02679650	AB02681250	AB02683160	AB02684830	AB02686200	AB02687580	AB02688750	AB02690280
AB02679660	AB02681280	AB02683170	AB02684860	AB02686210	AB02687600	AB02688820	AB02690290
AB02679710	AB02681310	AB02683230	AB02684940	AB02686220	AB02687610	AB02688840	AB02690310
AB02679720	AB02681390	AB02683250	AB02684950	AB02686240	AB02687620	AB02688850	AB02690330
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AB02679770	AB02681440	AB02683270	AB02685050	AB02686260	AB02687680	AB02688870	AB02690400
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AB02679840	AB02681540	AB02683300	AB02685100	AB02686300	AB02687760	AB02688940	AB02690440
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AB02679860	AB02681600	AB02683340	AB02685130	AB02686350	AB02687790	AB02689020	AB02690500
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AB02680330	AB02682120	AB02683710	AB02685440	AB02686780	AB02688070	AB02689280	AB02690770
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AB02680380	AB02682400	AB02683870	AB02685510	AB02686840	AB02688140	AB02689350	AB02690850
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AB02680480	AB02682530	AB02684060	AB02685710	AB02686920	AB02688250	AB02689520	AB02691060
AB02680490	AB02682540	AB02684140	AB02685720	AB02686930	AB02688260	AB02689530	AB02691120
AB02680550	AB02682560	AB02684150	AB02685750	AB02686960	AB02688270	AB02689650	AB02691140
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AB02680570	AB02682600	AB02684190	AB02685790	AB02686980	AB02688300	AB02689650	AB02691190
AB02680620	AB02682610	AB02684220	AB02685810	AB02687000	AB02688320	AB02689660	AB02691200
AB02680630	AB02682630	AB02684310	AB02685830	AB02687050	AB02688340	AB02689710	AB02691240
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AB02681060	AB02682900	AB02684600	AB02686050	AB02687380	AB02688610	AB02689970	AB02691560
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AB02681120	AB02682920	AB02684620	AB02686080	AB02687430	AB02688640	AB02690050	AB02691630
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AB02692840	AB02694670	AB02696360	AB02697870	AB02699350	AB02700950	AB02702720	AB02704220
AB02692880	AB02694710	AB02696410	AB02697920	AB02699360	AB02701000	AB02702730	AB02704230
AB02692960	AB02694720	AB02696440	AB02697940	AB02699370	AB02701040	AB02702740	AB02704240
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AB02692980	AB02694770	AB02696570	AB02697970	AB02699440	AB02701110	AB02702760	AB02704290
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AB02704370	AB02705990	AB02707430	AB02708970	AB02710330	AB02711610	AB02713420	AB02715010
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AB02704410	AB02706030	AB02707540	AB02709120	AB02710360	AB02711630	AB02713460	AB02715100
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AB02704440	AB02706070	AB02707600	AB02709160	AB02710380	AB02711690	AB02713560	AB02715160
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AB02704510	AB02706090	AB02707630	AB02709210	AB02710420	AB02711760	AB02713590	AB02715190
AB02704600	AB02706110	AB02707640	AB02709240	AB02710430	AB02711800	AB02713630	AB02715200
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AB02704800	AB02706270	AB02707720	AB02709340	AB02710500	AB02712000	AB02713770	AB02715270
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AB02704850	AB02706360	AB02707810	AB02709470	AB02710590	AB02712200	AB02713830	AB02715320
AB02704860	AB02706370	AB02707830	AB02709490	AB02710600	AB02712210	AB02713860	AB02715370
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AB02704890	AB02706390	AB02707850	AB02709520	AB02710630	AB02712280	AB02713900	AB02715410
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AB02705470	AB02707190	AB02708560	AB02710160	AB02711230	AB02713000	AB02714690	AB02716100
AB02705480	AB02707210	AB02708580	AB02710170	AB02711280	AB02713020	AB02714700	AB02716130
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AB02705780	AB02707370	AB02708840	AB02710240	AB02711530	AB02713280	AB02714950	AB02716260
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AB02705840	AB02707390	AB02708880	AB02710260	AB02711580	AB02713320	AB02714970	AB02716340
AB02705850	AB02707400	AB02708890	AB02710270	AB02711590	AB02713370	AB02714980	AB02716350
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AB02716400	AB02718060	AB02719350	AB02720690	AB02722060	AB02723460	AB02724930	AB02726610
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AB02716430	AB02718120	AB02719370	AB02720710	AB02722080	AB02723530	AB02725040	AB02726680
AB02716450	AB02718140	AB02719400	AB02720720	AB02722090	AB02723550	AB02725060	AB02726700
AB02716480	AB02718150	AB02719420	AB02720730	AB02722180	AB02723560	AB02725070	AB02726720
AB02716490	AB02718170	AB02719430	AB02720750	AB02722190	AB02723580	AB02725090	AB02726740
AB02716530	AB02718220	AB02719450	AB02720800	AB02722210	AB02723590	AB02725100	AB02726790
AB02716590	AB02718230	AB02719470	AB02720820	AB02722220	AB02723650	AB02725170	AB02726830
AB02716600	AB02718250	AB02719490	AB02720880	AB02722230	AB02723660	AB02725190	AB02726860
AB02716610	AB02718290	AB02719570	AB02720900	AB02722250	AB02723670	AB02725250	AB02726870
AB02716620	AB02718310	AB02719590	AB02720940	AB02722270	AB02723700	AB02725270	AB02726900
AB02716640	AB02718320	AB02719600	AB02720950	AB02722290	AB02723710	AB02725330	AB02726930
AB02716670	AB02718400	AB02719610	AB02720960	AB02722300	AB02723720	AB02725370	AB02726950
AB02716710	AB02718410	AB02719670	AB02720970	AB02722330	AB02723760	AB02725380	AB02726960
AB02716730	AB02718420	AB02719710	AB02721000	AB02722350	AB02723770	AB02725400	AB02726990
AB02716760	AB02718440	AB02719740	AB02721020	AB02722370	AB02723800	AB02725450	AB02727010
AB02716800	AB02718450	AB02719760	AB02721040	AB02722380	AB02723880	AB02725490	AB02727020
AB02716880	AB02718470	AB02719780	AB02721060	AB02722390	AB02723890	AB02725520	AB02727050
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AB02716910	AB02718490	AB02719800	AB02721140	AB02722420	AB02723930	AB02725640	AB02727100
AB02717000	AB02718500	AB02719810	AB02721160	AB02722430	AB02723950	AB02725650	AB02727130
AB02717050	AB02718520	AB02719820	AB02721170	AB02722450	AB02723960	AB02725660	AB02727150
AB02717060	AB02718530	AB02719840	AB02721190	AB02722460	AB02723970	AB02725670	AB02727160
AB02717130	AB02718540	AB02719850	AB02721210	AB02722470	AB02723980	AB02725690	AB02727210
AB02717150	AB02718550	AB02719880	AB02721250	AB02722500	AB02723990	AB02725720	AB02727220
AB02717160	AB02718560	AB02719890	AB02721300	AB02722590	AB02724010	AB02725730	AB02727230
AB02717180	AB02718570	AB02719910	AB02721310	AB02722620	AB02724030	AB02725760	AB02727280
AB02717190	AB02718580	AB02719920	AB02721320	AB02722640	AB02724070	AB02725770	AB02727310
AB02717210	AB02718600	AB02719950	AB02721330	AB02722650	AB02724080	AB02725780	AB02727330
AB02717220	AB02718670	AB02719960	AB02721340	AB02722660	AB02724120	AB02725790	AB02727350
AB02717230	AB02718690	AB02719970	AB02721350	AB02722670	AB02724130	AB02725820	AB02727400
AB02717260	AB02718700	AB02719980	AB02721390	AB02722680	AB02724140	AB02725830	AB02727410
AB02717280	AB02718720	AB02719990	AB02721400	AB02722700	AB02724150	AB02725840	AB02727420
AB02717300	AB02718730	AB02720010	AB02721410	AB02722750	AB02724200	AB02725850	AB02727440
AB02717350	AB02718740	AB02720030	AB02721430	AB02722780	AB02724230	AB02725870	AB02727460
AB02717360	AB02718750	AB02720040	AB02721450	AB02722810	AB02724240	AB02725940	AB02727490
AB02717370	AB02718770	AB02720050	AB02721460	AB02722820	AB02724250	AB02725990	AB02727520
AB02717410	AB02718790	AB02720120	AB02721500	AB02722830	AB02724260	AB02726020	AB02727530
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AB02717520	AB02718880	AB02720230	AB02721590	AB02722890	AB02724450	AB02726100	AB02727610
AB02717530	AB02718890	AB02720240	AB02721630	AB02722910	AB02724460	AB02726110	AB02727620
AB02717550	AB02718910	AB02720250	AB02721640	AB02722950	AB02724490	AB02726130	AB02727640
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AB02717580	AB02718950	AB02720310	AB02721700	AB02722970	AB02724580	AB02726150	AB02727680
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AB02717630	AB02718970	AB02720370	AB02721730	AB02723080	AB02724610	AB02726180	AB02727750
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AB02717740	AB02719000	AB02720400	AB02721800	AB02723120	AB02724700	AB02726240	AB02727810
AB02717750	AB02719010	AB02720410	AB02721810	AB02723130	AB02724710	AB02726260	AB02727820
AB02717770	AB02719030	AB02720430	AB02721820	AB02723160	AB02724720	AB02726350	AB02727830
AB02717790	AB02719060	AB02720500	AB02721830	AB02723170	AB02724730	AB02726360	AB02727840
AB02717800	AB02719090	AB02720510	AB02721900	AB02723180	AB02724740	AB02726370	AB02727880
AB02717880	AB02719170	AB02720520	AB02721910	AB02723220	AB02724760	AB02726440	AB02727900
AB02717900	AB02719190	AB02720530	AB02721920	AB02723270	AB02724770	AB02726460	AB02727950
AB02717930	AB02719240	AB02720540	AB02721930	AB02723300	AB02724800	AB02726490	AB02727980
AB02718000	AB02719250	AB02720580	AB02721950	AB02723310	AB02724810	AB02726530	AB02727990
AB02718020	AB02719290	AB02720590	AB02721980	AB02723420	AB02724820	AB02726560	AB02728050
AB02718030	AB02719310	AB02720600	AB02721990	AB02723430	AB02724870	AB02726570	AB02728070
AB02718040	AB02719320	AB02720660	AB02722000	AB02723440	AB02724880	AB02726580	AB02728090
AB02718050	AB02719330	AB02720670	AB02722040	AB02723450	AB02724900	AB02726590	AB02728110

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AB02728130	AB02729780	AB02731270	AB02732690	AB02733920	AB02735180	AB02736610	AB02737950
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AB02728150	AB02729810	AB02731340	AB02732720	AB02733940	AB02735210	AB02736650	AB02738000
AB02728170	AB02729820	AB02731370	AB02732740	AB02733950	AB02735240	AB02736670	AB02738010
AB02728190	AB02729840	AB02731430	AB02732760	AB02733970	AB02735270	AB02736690	AB02738030
AB02728210	AB02729860	AB02731450	AB02732800	AB02733980	AB02735290	AB02736710	AB02738080
AB02728230	AB02729880	AB02731480	AB02732830	AB02733990	AB02735300	AB02736770	AB02738090
AB02728250	AB02729890	AB02731510	AB02732840	AB02734000	AB02735310	AB02736780	AB02738120
AB02728290	AB02729920	AB02731530	AB02732850	AB02734010	AB02735360	AB02736800	AB02738130
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AB02728850	AB02730500	AB02732090	AB02733250	AB02734550	AB02735980	AB02737350	AB02738820
AB02728860	AB02730560	AB02732100	AB02733260	AB02734560	AB02735990	AB02737380	AB02738850
AB02728870	AB02730580	AB02732110	AB02733270	AB02734590	AB02736000	AB02737430	AB02738860
AB02728950	AB02730600	AB02732150	AB02733290	AB02734600	AB02736050	AB02737440	AB02738870
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AB02728970	AB02730620	AB02732230	AB02733360	AB02734720	AB02736070	AB02737490	AB02738930
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AB02729060	AB02730740	AB02732310	AB02733420	AB02734800	AB02736200	AB02737560	AB02739080
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AB02729620	AB02731180	AB02732610	AB02733710	AB02735090	AB02736440	AB02737850	AB02739470
AB02729630	AB02731190	AB02732620	AB02733760	AB02735100	AB02736480	AB02737860	AB02739480
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AB02729750	AB02731230	AB02732660	AB02733790	AB02735150	AB02736500	AB02737880	AB02739510
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AB02729770	AB02731260	AB02732680	AB02733890	AB02735170	AB02736580	AB02737930	AB02739600

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AB02739650	AB02741280	AB02742550	AB02743760	AB02744990	AB02746260	AB02747890	AB02749280
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AB02739780	AB02741310	AB02742570	AB02743780	AB02745040	AB02746290	AB02747950	AB02749300
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AB02739820	AB02741340	AB02742640	AB02743820	AB02745080	AB02746340	AB02748000	AB02749350
AB02739830	AB02741350	AB02742650	AB02743860	AB02745090	AB02746350	AB02748010	AB02749440
AB02739840	AB02741370	AB02742660	AB02743940	AB02745100	AB02746370	AB02748020	AB02749470
AB02739900	AB02741390	AB02742680	AB02743950	AB02745110	AB02746380	AB02748030	AB02749480
AB02739910	AB02741400	AB02742690	AB02743990	AB02745130	AB02746400	AB02748040	AB02749490
AB02739920	AB02741410	AB02742700	AB02744000	AB02745160	AB02746430	AB02748050	AB02749510
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AB02740070	AB02741460	AB02742770	AB02744020	AB02745180	AB02746450	AB02748080	AB02749530
AB02740080	AB02741480	AB02742790	AB02744060	AB02745190	AB02746460	AB02748090	AB02749560
AB02740100	AB02741550	AB02742800	AB02744070	AB02745200	AB02746510	AB02748160	AB02749570
AB02740120	AB02741560	AB02742810	AB02744090	AB02745250	AB02746530	AB02748230	AB02749580
AB02740130	AB02741570	AB02742860	AB02744120	AB02745270	AB02746540	AB02748300	AB02749610
AB02740140	AB02741600	AB02742870	AB02744140	AB02745300	AB02746600	AB02748330	AB02749620
AB02740180	AB02741660	AB02742940	AB02744150	AB02745320	AB02746610	AB02748380	AB02749630
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AB02740240	AB02741710	AB02743000	AB02744180	AB02745360	AB02746650	AB02748480	AB02749650
AB02740250	AB02741720	AB02743020	AB02744210	AB02745380	AB02746670	AB02748490	AB02749660
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AB02740390	AB02741800	AB02743100	AB02744240	AB02745430	AB02746770	AB02748540	AB02749710
AB02740420	AB02741820	AB02743140	AB02744250	AB02745440	AB02746860	AB02748560	AB02749740
AB02740430	AB02741830	AB02743150	AB02744260	AB02745450	AB02746940	AB02748570	AB02749760
AB02740440	AB02741850	AB02743160	AB02744270	AB02745480	AB02746960	AB02748590	AB02749780
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AB02740570	AB02741900	AB02743200	AB02744320	AB02745520	AB02747100	AB02748620	AB02749830
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AB02740590	AB02741930	AB02743230	AB02744350	AB02745550	AB02747150	AB02748640	AB02749870
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AB02740610	AB02741950	AB02743250	AB02744380	AB02745570	AB02747170	AB02748660	AB02749890
AB02740630	AB02741970	AB02743300	AB02744390	AB02745580	AB02747180	AB02748680	AB02749900
AB02740730	AB02741980	AB02743310	AB02744410	AB02745590	AB02747220	AB02748710	AB02749920
AB02740740	AB02741990	AB02743360	AB02744420	AB02745600	AB02747230	AB02748750	AB02749950
AB02740750	AB02742000	AB02743370	AB02744440	AB02745610	AB02747300	AB02748790	AB02749970
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AB02740790	AB02742020	AB02743400	AB02744490	AB02745640	AB02747340	AB02748860	AB02750020
AB02740820	AB02742040	AB02743410	AB02744510	AB02745690	AB02747370	AB02748900	AB02750050
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AB02740880	AB02742170	AB02743450	AB02744550	AB02745760	AB02747440	AB02748930	AB02750130
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AB02740930	AB02742210	AB02743490	AB02744580	AB02745830	AB02747470	AB02748950	AB02750220
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AB02741010	AB02742260	AB02743520	AB02744630	AB02745900	AB02747530	AB02749030	AB02750250
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AB02741100	AB02742350	AB02743580	AB02744730	AB02746060	AB02747660	AB02749160	AB02750360
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AB02741120	AB02742410	AB02743610	AB02744750	AB02746110	AB02747770	AB02749180	AB02750380
AB02741170	AB02742450	AB02743620	AB02744780	AB02746140	AB02747790	AB02749190	AB02750410
AB02741180	AB02742480	AB02743630	AB02744820	AB02746150	AB02747800	AB02749200	AB02750420
AB02741190	AB02742490	AB02743640	AB02744870	AB02746180	AB02747820	AB02749220	AB02750440
AB02741230	AB02742500	AB02743650	AB02744920	AB02746200	AB02747850	AB02749240	AB02750450
AB02741260	AB02742510	AB02743690	AB02744940	AB02746210	AB02747860	AB02749250	AB02750470
AB02741270	AB02742540	AB02743750	AB02744980	AB02746250	AB02747880	AB02749270	AB02750510

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AB02750530	AB02751960	AB02753420	AB02755190	AB02756460	AB02757720	AB02758740	AB02760270
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AB02750570	AB02751980	AB02753440	AB02755260	AB02756500	AB02757750	AB02758760	AB02760310
AB02750600	AB02751990	AB02753480	AB02755290	AB02756520	AB02757760	AB02758780	AB02760370
AB02750610	AB02752000	AB02753500	AB02755310	AB02756550	AB02757770	AB02758810	AB02760380
AB02750680	AB02752020	AB02753510	AB02755350	AB02756560	AB02757780	AB02758820	AB02760400
AB02750690	AB02752040	AB02753530	AB02755370	AB02756580	AB02757810	AB02758850	AB02760410
AB02750710	AB02752090	AB02753550	AB02755380	AB02756590	AB02757860	AB02758940	AB02760420
AB02750720	AB02752160	AB02753560	AB02755410	AB02756670	AB02757870	AB02758960	AB02760430
AB02750740	AB02752170	AB02753570	AB02755430	AB02756680	AB02757880	AB02759010	AB02760450
AB02750750	AB02752220	AB02753720	AB02755440	AB02756690	AB02757920	AB02759030	AB02760520
AB02750760	AB02752260	AB02753750	AB02755450	AB02756710	AB02757930	AB02759040	AB02760560
AB02750810	AB02752290	AB02753770	AB02755460	AB02756720	AB02757940	AB02759050	AB02760570
AB02750830	AB02752370	AB02753800	AB02755480	AB02756730	AB02757950	AB02759060	AB02760580
AB02750850	AB02752380	AB02753820	AB02755490	AB02756740	AB02757960	AB02759070	AB02760590
AB02750860	AB02752390	AB02753860	AB02755520	AB02756750	AB02757970	AB02759120	AB02760690
AB02750880	AB02752400	AB02753920	AB02755540	AB02756780	AB02757980	AB02759140	AB02760730
AB02750890	AB02752420	AB02753940	AB02755560	AB02756820	AB02757990	AB02759160	AB02760740
AB02750940	AB02752430	AB02753970	AB02755570	AB02756830	AB02758010	AB02759170	AB02760790
AB02750950	AB02752440	AB02754040	AB02755590	AB02756860	AB02758030	AB02759200	AB02760800
AB02750980	AB02752490	AB02754060	AB02755630	AB02756880	AB02758040	AB02759210	AB02760810
AB02750990	AB02752510	AB02754090	AB02755640	AB02756890	AB02758050	AB02759270	AB02760840
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AB02751030	AB02752600	AB02754180	AB02755700	AB02756950	AB02758120	AB02759390	AB02760880
AB02751050	AB02752610	AB02754190	AB02755710	AB02756960	AB02758130	AB02759410	AB02760890
AB02751080	AB02752620	AB02754220	AB02755730	AB02756990	AB02758140	AB02759420	AB02760900
AB02751100	AB02752650	AB02754230	AB02755740	AB02757000	AB02758150	AB02759430	AB02760910
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AB02751130	AB02752670	AB02754250	AB02755780	AB02757070	AB02758190	AB02759450	AB02760960
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AB02751150	AB02752700	AB02754340	AB02755820	AB02757220	AB02758210	AB02759500	AB02760990
AB02751160	AB02752740	AB02754370	AB02755830	AB02757240	AB02758220	AB02759540	AB02761000
AB02751170	AB02752770	AB02754380	AB02755840	AB02757250	AB02758240	AB02759550	AB02761020
AB02751180	AB02752800	AB02754390	AB02755850	AB02757260	AB02758250	AB02759560	AB02761030
AB02751210	AB02752820	AB02754400	AB02755860	AB02757270	AB02758280	AB02759630	AB02761080
AB02751220	AB02752830	AB02754440	AB02755890	AB02757280	AB02758310	AB02759670	AB02761100
AB02751230	AB02752840	AB02754520	AB02755910	AB02757290	AB02758320	AB02759690	AB02761120
AB02751360	AB02752850	AB02754620	AB02755920	AB02757330	AB02758330	AB02759710	AB02761240
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AB02751420	AB02752890	AB02754640	AB02755950	AB02757360	AB02758350	AB02759750	AB02761260
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AB02751480	AB02752910	AB02754720	AB02756110	AB02757380	AB02758410	AB02759770	AB02761280
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AB02751640	AB02753030	AB02754770	AB02756190	AB02757430	AB02758450	AB02759900	AB02761330
AB02751710	AB02753040	AB02754790	AB02756220	AB02757450	AB02758510	AB02759910	AB02761390
AB02751740	AB02753120	AB02754810	AB02756230	AB02757460	AB02758520	AB02759920	AB02761420
AB02751790	AB02753130	AB02754860	AB02756240	AB02757470	AB02758530	AB02759930	AB02761440
AB02751800	AB02753150	AB02754900	AB02756250	AB02757490	AB02758550	AB02759950	AB02761450
AB02751810	AB02753160	AB02754910	AB02756290	AB02757500	AB02758560	AB02760010	AB02761480
AB02751820	AB02753200	AB02754930	AB02756320	AB02757520	AB02758570	AB02760030	AB02761490
AB02751830	AB02753250	AB02754950	AB02756330	AB02757530	AB02758590	AB02760050	AB02761500
AB02751840	AB02753270	AB02754980	AB02756350	AB02757560	AB02758610	AB02760060	AB02761520
AB02751850	AB02753290	AB02755010	AB02756370	AB02757570	AB02758630	AB02760100	AB02761530
AB02751860	AB02753310	AB02755030	AB02756380	AB02757580	AB02758650	AB02760130	AB02761590
AB02751870	AB02753330	AB02755040	AB02756390	AB02757610	AB02758660	AB02760170	AB02761610
AB02751880	AB02753350	AB02755050	AB02756400	AB02757620	AB02758670	AB02760210	AB02761630
AB02751910	AB02753370	AB02755080	AB02756420	AB02757650	AB02758700	AB02760220	AB02761690
AB02751930	AB02753400	AB02755090	AB02756430	AB02757660	AB02758720	AB02760240	AB02761700
AB02751950	AB02753410	AB02755170	AB02756440	AB02757700	AB02758730	AB02760250	AB02761710

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AB02761720	AB02782970	AB02784560	AB02785980	AB02787540	AB02789020	AB02790650	AB02792080
AB02761740	AB02782990	AB02784590	AB02785990	AB02787570	AB02789040	AB02790660	AB02792100
AB02761750	AB02783000	AB02784600	AB02786010	AB02787580	AB02789060	AB02790670	AB02792140
AB02761770	AB02783010	AB02784630	AB02786020	AB02787610	AB02789140	AB02790680	AB02792170
AB02761780	AB02783050	AB02784640	AB02786060	AB02787710	AB02789170	AB02790690	AB02792180
AB02761820	AB02783080	AB02784650	AB02786080	AB02787720	AB02789250	AB02790700	AB02792230
AB02761840	AB02783090	AB02784660	AB02786090	AB02787730	AB02789260	AB02790770	AB02792240
AB02761860	AB02783110	AB02784670	AB02786130	AB02787780	AB02789290	AB02790820	AB02792260
AB02761870	AB02783130	AB02784700	AB02786220	AB02787790	AB02789300	AB02790900	AB02792300
AB02761880	AB02783190	AB02784720	AB02786230	AB02787840	AB02789330	AB02790920	AB02792350
AB02761890	AB02783200	AB02784730	AB02786250	AB02787850	AB02789350	AB02790930	AB02792360
AB02761940	AB02783210	AB02784740	AB02786270	AB02787860	AB02789360	AB02790940	AB02792390
AB02761950	AB02783220	AB02784750	AB02786320	AB02787870	AB02789400	AB02790950	AB02792410
AB02761970	AB02783270	AB02784770	AB02786330	AB02787880	AB02789410	AB02790980	AB02792440
AB02762000	AB02783290	AB02784790	AB02786340	AB02787890	AB02789460	AB02791010	AB02792460
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AB02818420	AB02820080	AB02821460	AB02822790	AB02824050	AB02825340	AB02826730	AB02827980

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AB02827990	AB02829590	AB02831130	AB02832640	AB02833880	AB02835280	AB02836580	AB02838020
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AB02828040	AB02829700	AB02831230	AB02832700	AB02833980	AB02835380	AB02836650	AB02838100
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AB02839570	AB02840710	AB02841940	AB02843290	AB02844520	AB02845940	AB02847840	AB02849210
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AB02839670	AB02840840	AB02842140	AB02843470	AB02844710	AB02846100	AB02847940	AB02849390
AB02839680	AB02840850	AB02842160	AB02843520	AB02844750	AB02846140	AB02847950	AB02849440
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AB02861460	AB02862710	AB02864110	AB02865660	AB02867320	AB02868600	AB02869870	AB02871200
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AB02872520	AB02874140	AB02875560	AB02876960	AB02878290	AB02879470	AB02881090	AB02882220
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AB02872810	AB02874330	AB02875660	AB02877070	AB02878460	AB02879750	AB02881230	AB02882390
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AB02884670	AB02886080	AB02887450	AB02888760	AB02890440	AB02891960	AB02893600	AB02895200
AB02884680	AB02886100	AB02887490	AB02888780	AB02890470	AB02891980	AB02893640	AB02895250
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AB02895270	AB02896610	AB02898000	AB02899100	AB02900330	AB02901510	AB02902970	AB02904150
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AB02895370	AB02896720	AB02898120	AB02899170	AB02900410	AB02901630	AB02903100	AB02904230
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AB02905480	AB02906850	AB02908150	AB02909770	AB02911210	AB02912580	AB02913870	AB02915460
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AB02918230	AB02919710	AB02921050	AB02922450	AB02923680	AB02925070	AB02926250	AB02927330

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AB02927340	AB02928690	AB02930260	AB02931340	AB02932630	AB02934000	AB02935440	AB02936820
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AB02927360	AB02928770	AB02930280	AB02931360	AB02932650	AB02934050	AB02935480	AB02936850
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AB03008150	AB03009430	AB03010510	AB03011830	AB03013120	AB03014250	AB03015460	AB03016750
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AB03008180	AB03009530	AB03010530	AB03011850	AB03013150	AB03014330	AB03015490	AB03016790
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AB03008520	AB03009860	AB03010860	AB03012210	AB03013500	AB03014750	AB03015840	AB03017230
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AB03017260	AB03018600	AB03019790	AB03021130	AB03022340	AB03023460	AB03024670	AB03025890
AB03017290	AB03018620	AB03019800	AB03021160	AB03022360	AB03023470	AB03024690	AB03025920
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AB03027380	AB03028530	AB03029850	AB03030750	AB03031910	AB03033040	AB03034520	AB03035900
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AB03027430	AB03028600	AB03029940	AB03030790	AB03031990	AB03033140	AB03034570	AB03035970
AB03027440	AB03028610	AB03029950	AB03030800	AB03032000	AB03033160	AB03034600	AB03036000
AB03027450	AB03028630	AB03029960	AB03030820	AB03032010	AB03033180	AB03034630	AB03036010
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AB03027480	AB03028680	AB03030010	AB03030930	AB03032110	AB03033310	AB03034730	AB03036040
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AB03027530	AB03028710	AB03030030	AB03030950	AB03032130	AB03033330	AB03034770	AB03036080
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AB03037140	AB03038170	AB03039240	AB03040360	AB03041780	AB03042840	AB03043940	AB03045260
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AB03037800	AB03038840	AB03039860	AB03041110	AB03042460	AB03043510	AB03044770	AB03045870
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AB03038070	AB03039180	AB03040210	AB03041680	AB03042710	AB03043840	AB03045170	AB03046150
AB03038080	AB03039190	AB03040220	AB03041720	AB03042760	AB03043850	AB03045180	AB03046160

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AB03046190	AB03047230	AB03048390	AB03049550	AB03050530	AB03051800	AB03052960	AB03054160
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AB03046220	AB03047300	AB03048440	AB03049570	AB03050550	AB03051850	AB03052980	AB03054200
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AB03046240	AB03047320	AB03048480	AB03049590	AB03050580	AB03051870	AB03053020	AB03054250
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AB03047160	AB03048330	AB03049460	AB03050450	AB03051710	AB03052890	AB03054090	AB03055330
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AB03047220	AB03048380	AB03049540	AB03050520	AB03051790	AB03052930	AB03054140	AB03055360

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AB03055380	AB03056550	AB03057620	AB03058820	AB03059960	AB03061110	AB03062200	AB03063550
AB03055410	AB03056560	AB03057640	AB03058830	AB03059970	AB03061130	AB03062210	AB03063580
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AB03055500	AB03056630	AB03057800	AB03058880	AB03060020	AB03061210	AB03062270	AB03063680
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AB03055600	AB03056690	AB03057870	AB03058950	AB03060100	AB03061290	AB03062360	AB03063720
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AB03055640	AB03056730	AB03057890	AB03058990	AB03060130	AB03061340	AB03062380	AB03063740
AB03055650	AB03056740	AB03057910	AB03059000	AB03060140	AB03061360	AB03062400	AB03063770
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB03312020	AB03312950	AB03313920	AB03314930	AB03315930	AB03316900	AB03317920	AB03318990
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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AB03321020	AB03322040	AB03322920	AB03324040	AB03325090	AB03326080	AB03327160	AB03328120
AB03321030	AB03322050	AB03322940	AB03324070	AB03325130	AB03326090	AB03327170	AB03328130
AB03321040	AB03322060	AB03322990	AB03324080	AB03325140	AB03326110	AB03327180	AB03328140
AB03321060	AB03322080	AB03323000	AB03324090	AB03325150	AB03326120	AB03327210	AB03328150
AB03321070	AB03322090	AB03323010	AB03324100	AB03325160	AB03326130	AB03327220	AB03328160

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AB03328180	AB03329210	AB03330170	AB03331330	AB03332270	AB03333270	AB03334390	AB03335610
AB03328190	AB03329220	AB03330180	AB03331340	AB03332280	AB03333290	AB03334430	AB03335620
AB03328220	AB03329230	AB03330190	AB03331350	AB03332290	AB03333340	AB03334440	AB03335630
AB03328230	AB03329240	AB03330200	AB03331370	AB03332350	AB03333350	AB03334460	AB03335640
AB03328250	AB03329250	AB03330210	AB03331380	AB03332360	AB03333360	AB03334470	AB03335650
AB03328260	AB03329270	AB03330250	AB03331390	AB03332380	AB03333390	AB03334480	AB03335660
AB03328270	AB03329290	AB03330260	AB03331400	AB03332390	AB03333400	AB03334500	AB03335700
AB03328290	AB03329310	AB03330280	AB03331410	AB03332420	AB03333410	AB03334520	AB03335720
AB03328300	AB03329320	AB03330310	AB03331420	AB03332430	AB03333450	AB03334550	AB03335730
AB03328310	AB03329340	AB03330350	AB03331430	AB03332440	AB03333460	AB03334600	AB03335750
AB03328350	AB03329390	AB03330400	AB03331440	AB03332450	AB03333470	AB03334680	AB03335760
AB03328360	AB03329400	AB03330410	AB03331450	AB03332470	AB03333480	AB03334700	AB03335770
AB03328370	AB03329410	AB03330430	AB03331460	AB03332490	AB03333520	AB03334710	AB03335780
AB03328380	AB03329420	AB03330440	AB03331470	AB03332520	AB03333530	AB03334770	AB03335800
AB03328390	AB03329440	AB03330460	AB03331490	AB03332530	AB03333580	AB03334780	AB03335810
AB03328420	AB03329450	AB03330470	AB03331500	AB03332540	AB03333590	AB03334790	AB03335820
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AB03328490	AB03329490	AB03330540	AB03331590	AB03332590	AB03333690	AB03334900	AB03335920
AB03328500	AB03329500	AB03330550	AB03331600	AB03332600	AB03333700	AB03334910	AB03335940
AB03328510	AB03329510	AB03330560	AB03331620	AB03332620	AB03333720	AB03334920	AB03335960
AB03328520	AB03329520	AB03330580	AB03331650	AB03332630	AB03333730	AB03334930	AB03335970
AB03328530	AB03329550	AB03330610	AB03331660	AB03332640	AB03333740	AB03334960	AB03336000
AB03328540	AB03329560	AB03330680	AB03331690	AB03332650	AB03333750	AB03334990	AB03336010
AB03328550	AB03329570	AB03330710	AB03331700	AB03332660	AB03333760	AB03335010	AB03336040
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AB03328570	AB03329610	AB03330750	AB03331730	AB03332680	AB03333780	AB03335030	AB03336060
AB03328590	AB03329630	AB03330760	AB03331740	AB03332710	AB03333790	AB03335060	AB03336070
AB03328690	AB03329640	AB03330770	AB03331760	AB03332720	AB03333820	AB03335070	AB03336080
AB03328700	AB03329670	AB03330780	AB03331780	AB03332750	AB03333830	AB03335080	AB03336090
AB03328720	AB03329680	AB03330790	AB03331810	AB03332770	AB03333840	AB03335090	AB03336110
AB03328770	AB03329690	AB03330800	AB03331820	AB03332780	AB03333850	AB03335100	AB03336120
AB03328790	AB03329700	AB03330810	AB03331830	AB03332790	AB03333860	AB03335120	AB03336130
AB03328800	AB03329760	AB03330850	AB03331870	AB03332800	AB03333890	AB03335130	AB03336140
AB03328810	AB03329780	AB03330860	AB03331880	AB03332810	AB03333910	AB03335140	AB03336150
AB03328820	AB03329790	AB03330890	AB03331890	AB03332820	AB03333950	AB03335180	AB03336190
AB03328830	AB03329800	AB03330900	AB03331900	AB03332830	AB03333960	AB03335190	AB03336200
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AB03328860	AB03329820	AB03330960	AB03331920	AB03332850	AB03333990	AB03335230	AB03336230
AB03328870	AB03329830	AB03330970	AB03331930	AB03332860	AB03334000	AB03335240	AB03336260
AB03328880	AB03329840	AB03330980	AB03331940	AB03332870	AB03334010	AB03335260	AB03336270
AB03328900	AB03329880	AB03331000	AB03331990	AB03332890	AB03334020	AB03335270	AB03336290
AB03328910	AB03329910	AB03331010	AB03332030	AB03332900	AB03334030	AB03335280	AB03336300
AB03328920	AB03329930	AB03331020	AB03332040	AB03332910	AB03334060	AB03335290	AB03336310
AB03328930	AB03329960	AB03331030	AB03332050	AB03332920	AB03334070	AB03335340	AB03336380
AB03328940	AB03329970	AB03331040	AB03332060	AB03332950	AB03334080	AB03335360	AB03336390
AB03328950	AB03329980	AB03331080	AB03332070	AB03333020	AB03334100	AB03335410	AB03336400
AB03328970	AB03329990	AB03331090	AB03332080	AB03333030	AB03334110	AB03335420	AB03336420
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AB03329040	AB03330030	AB03331110	AB03332110	AB03333090	AB03334170	AB03335440	AB03336440
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AB03329100	AB03330070	AB03331220	AB03332160	AB03333180	AB03334280	AB03335510	AB03336510
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AB03329120	AB03330090	AB03331260	AB03332180	AB03333210	AB03334310	AB03335530	AB03336550
AB03329140	AB03330100	AB03331270	AB03332190	AB03333220	AB03334330	AB03335560	AB03336560
AB03329150	AB03330120	AB03331280	AB03332200	AB03333230	AB03334340	AB03335570	AB03336570
AB03329160	AB03330140	AB03331290	AB03332210	AB03333240	AB03334350	AB03335580	AB03336580
AB03329180	AB03330150	AB03331300	AB03332220	AB03333250	AB03334360	AB03335590	AB03336590
AB03329200	AB03330160	AB03331320	AB03332230	AB03333260	AB03334370	AB03335600	AB03336600

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AB03336610	AB03337670	AB03338660	AB03339750	AB03340800	AB03341910	AB03343080	AB03344070
AB03336620	AB03337680	AB03338670	AB03339790	AB03340820	AB03341920	AB03343100	AB03344090
AB03336630	AB03337700	AB03338680	AB03339800	AB03340830	AB03341940	AB03343110	AB03344110
AB03336640	AB03337750	AB03338690	AB03339810	AB03340840	AB03341950	AB03343140	AB03344130
AB03336670	AB03337760	AB03338720	AB03339820	AB03340870	AB03342050	AB03343150	AB03344140
AB03336680	AB03337770	AB03338730	AB03339830	AB03340880	AB03342080	AB03343160	AB03344150
AB03336690	AB03337790	AB03338740	AB03339840	AB03340890	AB03342110	AB03343180	AB03344160
AB03336700	AB03337820	AB03338750	AB03339850	AB03340900	AB03342160	AB03343190	AB03344170
AB03336710	AB03337830	AB03338770	AB03339860	AB03340910	AB03342220	AB03343200	AB03344260
AB03336730	AB03337840	AB03338810	AB03339870	AB03340920	AB03342250	AB03343210	AB03344270
AB03336740	AB03337870	AB03338830	AB03339880	AB03340940	AB03342260	AB03343220	AB03344290
AB03336750	AB03337880	AB03338840	AB03339890	AB03340950	AB03342280	AB03343240	AB03344300
AB03336800	AB03337900	AB03338850	AB03339900	AB03340970	AB03342290	AB03343250	AB03344310
AB03336810	AB03337910	AB03338860	AB03339910	AB03340980	AB03342300	AB03343280	AB03344320
AB03336820	AB03337930	AB03338870	AB03339920	AB03340990	AB03342310	AB03343300	AB03344340
AB03336850	AB03337940	AB03338910	AB03339930	AB03341020	AB03342340	AB03343320	AB03344350
AB03336880	AB03337950	AB03338920	AB03339950	AB03341090	AB03342350	AB03343340	AB03344370
AB03336900	AB03337960	AB03338930	AB03339990	AB03341100	AB03342360	AB03343350	AB03344380
AB03336910	AB03337970	AB03338940	AB03340040	AB03341110	AB03342400	AB03343380	AB03344390
AB03336940	AB03337980	AB03338950	AB03340050	AB03341130	AB03342410	AB03343390	AB03344410
AB03336970	AB03337990	AB03338960	AB03340060	AB03341140	AB03342420	AB03343410	AB03344420
AB03337010	AB03338000	AB03338970	AB03340080	AB03341150	AB03342440	AB03343420	AB03344430
AB03337020	AB03338020	AB03338980	AB03340090	AB03341170	AB03342470	AB03343430	AB03344450
AB03337030	AB03338030	AB03338990	AB03340100	AB03341190	AB03342480	AB03343440	AB03344460
AB03337040	AB03338050	AB03339010	AB03340110	AB03341210	AB03342490	AB03343450	AB03344480
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AB03337080	AB03338100	AB03339060	AB03340150	AB03341240	AB03342530	AB03343500	AB03344520
AB03337120	AB03338110	AB03339070	AB03340160	AB03341300	AB03342540	AB03343510	AB03344530
AB03337130	AB03338140	AB03339100	AB03340170	AB03341310	AB03342550	AB03343520	AB03344570
AB03337160	AB03338170	AB03339120	AB03340190	AB03341320	AB03342580	AB03343540	AB03344590
AB03337180	AB03338190	AB03339140	AB03340210	AB03341330	AB03342590	AB03343570	AB03344610
AB03337200	AB03338200	AB03339150	AB03340220	AB03341350	AB03342630	AB03343580	AB03344630
AB03337210	AB03338210	AB03339160	AB03340240	AB03341360	AB03342640	AB03343590	AB03344680
AB03337220	AB03338220	AB03339220	AB03340280	AB03341370	AB03342660	AB03343610	AB03344740
AB03337230	AB03338230	AB03339240	AB03340300	AB03341380	AB03342670	AB03343630	AB03344750
AB03337250	AB03338250	AB03339250	AB03340310	AB03341430	AB03342690	AB03343650	AB03344770
AB03337260	AB03338260	AB03339260	AB03340330	AB03341440	AB03342700	AB03343660	AB03344800
AB03337270	AB03338270	AB03339270	AB03340370	AB03341470	AB03342710	AB03343670	AB03344820
AB03337280	AB03338290	AB03339280	AB03340390	AB03341480	AB03342720	AB03343680	AB03344830
AB03337300	AB03338300	AB03339310	AB03340400	AB03341500	AB03342730	AB03343690	AB03344840
AB03337340	AB03338320	AB03339340	AB03340410	AB03341510	AB03342750	AB03343700	AB03344870
AB03337350	AB03338340	AB03339400	AB03340420	AB03341540	AB03342760	AB03343710	AB03344880
AB03337370	AB03338350	AB03339410	AB03340430	AB03341560	AB03342770	AB03343720	AB03344910
AB03337380	AB03338380	AB03339420	AB03340440	AB03341580	AB03342780	AB03343740	AB03344930
AB03337400	AB03338390	AB03339430	AB03340450	AB03341590	AB03342790	AB03343750	AB03344950
AB03337420	AB03338400	AB03339460	AB03340460	AB03341630	AB03342800	AB03343760	AB03344960
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AB03337480	AB03338450	AB03339510	AB03340510	AB03341680	AB03342850	AB03343870	AB03345000
AB03337490	AB03338470	AB03339520	AB03340570	AB03341690	AB03342860	AB03343880	AB03345010
AB03337500	AB03338480	AB03339530	AB03340580	AB03341700	AB03342870	AB03343890	AB03345030
AB03337510	AB03338490	AB03339540	AB03340590	AB03341710	AB03342880	AB03343910	AB03345040
AB03337520	AB03338520	AB03339560	AB03340600	AB03341730	AB03342920	AB03343920	AB03345080
AB03337540	AB03338530	AB03339590	AB03340610	AB03341760	AB03342960	AB03343940	AB03345100
AB03337550	AB03338570	AB03339630	AB03340640	AB03341770	AB03342980	AB03343950	AB03345110
AB03337570	AB03338590	AB03339650	AB03340660	AB03341790	AB03342990	AB03343970	AB03345120
AB03337580	AB03338600	AB03339660	AB03340700	AB03341800	AB03343010	AB03343980	AB03345130
AB03337610	AB03338610	AB03339670	AB03340720	AB03341810	AB03343020	AB03343990	AB03345150
AB03337620	AB03338620	AB03339690	AB03340750	AB03341850	AB03343030	AB03344010	AB03345160
AB03337650	AB03338630	AB03339710	AB03340760	AB03341860	AB03343060	AB03344020	AB03345180
AB03337660	AB03338650	AB03339740	AB03340790	AB03341890	AB03343070	AB03344050	AB03345200

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AB03345210	AB03346240	AB03347380	AB03348530	AB03349800	AB03351220	AB03352300	AB03353700
AB03345220	AB03346280	AB03347390	AB03348560	AB03349820	AB03351230	AB03352310	AB03353710
AB03345240	AB03346290	AB03347400	AB03348590	AB03349840	AB03351260	AB03352320	AB03353720
AB03345250	AB03346300	AB03347420	AB03348600	AB03349860	AB03351270	AB03352380	AB03353730
AB03345270	AB03346320	AB03347470	AB03348610	AB03349870	AB03351280	AB03352420	AB03353740
AB03345290	AB03346340	AB03347480	AB03348630	AB03349880	AB03351290	AB03352450	AB03353750
AB03345320	AB03346350	AB03347510	AB03348690	AB03349890	AB03351310	AB03352470	AB03353770
AB03345390	AB03346380	AB03347520	AB03348700	AB03349900	AB03351320	AB03352520	AB03353780
AB03345460	AB03346400	AB03347530	AB03348720	AB03349910	AB03351330	AB03352590	AB03353800
AB03345490	AB03346410	AB03347560	AB03348730	AB03349920	AB03351340	AB03352600	AB03353810
AB03345500	AB03346420	AB03347580	AB03348780	AB03349930	AB03351350	AB03352620	AB03353880
AB03345510	AB03346430	AB03347610	AB03348790	AB03349940	AB03351380	AB03352630	AB03353910
AB03345520	AB03346450	AB03347620	AB03348800	AB03349950	AB03351400	AB03352640	AB03353950
AB03345530	AB03346480	AB03347630	AB03348810	AB03349970	AB03351410	AB03352670	AB03353980
AB03345540	AB03346490	AB03347650	AB03348820	AB03349990	AB03351420	AB03352690	AB03353990
AB03345550	AB03346500	AB03347670	AB03348830	AB03350000	AB03351450	AB03352710	AB03354010
AB03345560	AB03346520	AB03347680	AB03348850	AB03350010	AB03351460	AB03352720	AB03354020
AB03345570	AB03346530	AB03347720	AB03348880	AB03350040	AB03351510	AB03352770	AB03354030
AB03345580	AB03346540	AB03347760	AB03348900	AB03350050	AB03351530	AB03352800	AB03354040
AB03345600	AB03346550	AB03347770	AB03348930	AB03350070	AB03351550	AB03352810	AB03354050
AB03345620	AB03346560	AB03347800	AB03348950	AB03350150	AB03351570	AB03352820	AB03354080
AB03345640	AB03346570	AB03347820	AB03348960	AB03350160	AB03351590	AB03352850	AB03354090
AB03345670	AB03346580	AB03347830	AB03349000	AB03350180	AB03351600	AB03352890	AB03354110
AB03345680	AB03346590	AB03347840	AB03349010	AB03350190	AB03351620	AB03352900	AB03354120
AB03345700	AB03346630	AB03347850	AB03349020	AB03350230	AB03351630	AB03352930	AB03354140
AB03345710	AB03346650	AB03347860	AB03349030	AB03350260	AB03351640	AB03352980	AB03354170
AB03345730	AB03346660	AB03347870	AB03349040	AB03350270	AB03351650	AB03353040	AB03354210
AB03345740	AB03346690	AB03347880	AB03349050	AB03350280	AB03351660	AB03353050	AB03354230
AB03345750	AB03346700	AB03347900	AB03349110	AB03350290	AB03351680	AB03353080	AB03354250
AB03345760	AB03346710	AB03347910	AB03349200	AB03350320	AB03351710	AB03353090	AB03354270
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AB03345800	AB03346730	AB03347970	AB03349240	AB03350350	AB03351750	AB03353110	AB03354320
AB03345810	AB03346750	AB03348000	AB03349250	AB03350360	AB03351760	AB03353120	AB03354380
AB03345820	AB03346760	AB03348040	AB03349260	AB03350380	AB03351780	AB03353140	AB03354400
AB03345830	AB03346830	AB03348080	AB03349270	AB03350410	AB03351790	AB03353170	AB03354420
AB03345840	AB03346860	AB03348100	AB03349280	AB03350470	AB03351800	AB03353180	AB03354430
AB03345850	AB03346870	AB03348110	AB03349290	AB03350500	AB03351810	AB03353190	AB03354460
AB03345860	AB03346880	AB03348140	AB03349300	AB03350520	AB03351820	AB03353210	AB03354470
AB03345870	AB03346910	AB03348150	AB03349310	AB03350530	AB03351830	AB03353230	AB03354480
AB03345880	AB03346930	AB03348170	AB03349320	AB03350590	AB03351840	AB03353250	AB03354490
AB03345920	AB03346940	AB03348200	AB03349330	AB03350610	AB03351860	AB03353260	AB03354500
AB03345940	AB03346950	AB03348210	AB03349350	AB03350620	AB03351870	AB03353270	AB03354510
AB03345950	AB03346980	AB03348220	AB03349410	AB03350650	AB03351940	AB03353290	AB03354520
AB03345970	AB03346990	AB03348230	AB03349420	AB03350660	AB03351950	AB03353300	AB03354570
AB03345990	AB03347000	AB03348240	AB03349470	AB03350720	AB03351960	AB03353310	AB03354580
AB03346000	AB03347020	AB03348250	AB03349500	AB03350730	AB03351970	AB03353320	AB03354590
AB03346010	AB03347070	AB03348270	AB03349510	AB03350740	AB03351980	AB03353330	AB03354600
AB03346020	AB03347110	AB03348290	AB03349540	AB03350750	AB03352000	AB03353340	AB03354620
AB03346030	AB03347120	AB03348300	AB03349560	AB03350770	AB03352010	AB03353360	AB03354630
AB03346040	AB03347130	AB03348310	AB03349580	AB03350790	AB03352020	AB03353370	AB03354640
AB03346070	AB03347180	AB03348320	AB03349610	AB03350830	AB03352050	AB03353390	AB03354670
AB03346080	AB03347190	AB03348330	AB03349630	AB03350840	AB03352060	AB03353400	AB03354700
AB03346090	AB03347200	AB03348340	AB03349640	AB03350860	AB03352100	AB03353420	AB03354710
AB03346100	AB03347220	AB03348350	AB03349650	AB03350870	AB03352150	AB03353430	AB03354720
AB03346110	AB03347240	AB03348360	AB03349670	AB03350900	AB03352170	AB03353440	AB03354730
AB03346130	AB03347260	AB03348390	AB03349690	AB03351010	AB03352180	AB03353530	AB03354770
AB03346140	AB03347290	AB03348400	AB03349700	AB03351090	AB03352200	AB03353550	AB03354800
AB03346150	AB03347300	AB03348430	AB03349730	AB03351110	AB03352210	AB03353560	AB03354820
AB03346160	AB03347320	AB03348440	AB03349760	AB03351130	AB03352220	AB03353570	AB03354840
AB03346170	AB03347330	AB03348470	AB03349770	AB03351160	AB03352230	AB03353580	AB03354860
AB03346190	AB03347350	AB03348480	AB03349780	AB03351190	AB03352250	AB03353610	AB03354890
AB03346230	AB03347360	AB03348500	AB03349790	AB03351210	AB03352260	AB03353640	AB03354900

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AB28917510	AB28919460	B05000139	B05000383	B05000606	B05000798	B05001027	B05001264
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AB28917670	AB28919510	B05000157	B05000392	B05000624	B05000804	B05001040	B05001271
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AB28917900	AB28919670	B05000196	B05000430	B05000651	B05000835	B05001064	B05001300
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AB28918490	B00090070	B05000235	B05000490	B05000710	B05000892	B05001154	B05001365
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AB28919450	B05000134	B05000381	B05000605	B05000794	B05001018	B05001254	B05001502

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B05001504	B05001744	B05002000	B05002225	B05002457	B05002695	B05002894	B05003148
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B05001739	B05001994	B05002216	B05002451	B05002671	B05002889	B05003138	B05003386
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B05003417	B05003693	B05003952	B05004148	B05004400	B05004629	B05004848	B05005114
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B05005533	B05005772	B05006005	B05006237	B05006538	B05006771	B05007033	B05007221
B05005534	B05005774	B05006006	B05006238	B05006540	B05006776	B05007034	B05007225
B05005535	B05005777	B05006007	B05006251	B05006542	B05006781	B05007038	B05007226

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B05007231	B05007416	B05007610	B05007838	B05008016	B05008199	B05008450	B05008671
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B05007248	B05007425	B05007622	B05007849	B05008023	B05008222	B05008464	B05008680
B05007250	B05007428	B05007625	B05007856	B05008025	B05008224	B05008484	B05008684
B05007252	B05007434	B05007632	B05007859	B05008028	B05008228	B05008485	B05008689
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B05008872	B05009031	B05009223	B05009458	B05009644	B05009836	B05010036	B05010299
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B05010522	B05010732	B05010949	B05011147	B05011344	B05011525	B05011679	B05011850
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B05012035	B05012225	B05012389	B05012602	B05012789	B05012981	B05013170	B05013360
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B05012044	B05012229	B05012395	B05012605	B05012795	B05012991	B05013183	B05013367
B05012048	B05012235	B05012397	B05012608	B05012797	B05012992	B05013192	B05013376
B05012049	B05012238	B05012399	B05012609	B05012798	B05012999	B05013198	B05013377
B05012054	B05012253	B05012412	B05012610	B05012800	B05013000	B05013199	B05013378
B05012056	B05012254	B05012418	B05012611	B05012802	B05013006	B05013200	B05013379
B05012058	B05012258	B05012431	B05012613	B05012809	B05013014	B05013201	B05013382
B05012060	B05012262	B05012434	B05012614	B05012810	B05013021	B05013209	B05013383
B05012061	B05012263	B05012436	B05012626	B05012811	B05013024	B05013210	B05013384
B05012066	B05012266	B05012438	B05012627	B05012812	B05013026	B05013212	B05013387
B05012067	B05012274	B05012441	B05012629	B05012813	B05013027	B05013216	B05013388
B05012075	B05012275	B05012442	B05012631	B05012814	B05013028	B05013217	B05013396
B05012076	B05012278	B05012443	B05012633	B05012823	B05013041	B05013218	B05013403
B05012079	B05012279	B05012447	B05012634	B05012825	B05013044	B05013220	B05013406
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B05012081	B05012281	B05012457	B05012644	B05012827	B05013071	B05013231	B05013421
B05012083	B05012283	B05012460	B05012646	B05012828	B05013073	B05013232	B05013423
B05012085	B05012284	B05012463	B05012648	B05012830	B05013074	B05013237	B05013427
B05012086	B05012285	B05012467	B05012650	B05012833	B05013078	B05013239	B05013430
B05012087	B05012286	B05012473	B05012654	B05012836	B05013080	B05013241	B05013431
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B05012144	B05012302	B05012502	B05012684	B05012883	B05013095	B05013268	B05013484
B05012147	B05012322	B05012503	B05012687	B05012884	B05013103	B05013273	B05013487
B05012148	B05012325	B05012506	B05012688	B05012885	B05013104	B05013275	B05013488
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B05012156	B05012335	B05012525	B05012695	B05012894	B05013116	B05013285	B05013501
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B05012165	B05012338	B05012529	B05012700	B05012925	B05013121	B05013293	B05013504
B05012166	B05012339	B05012530	B05012701	B05012926	B05013123	B05013294	B05013507
B05012167	B05012340	B05012531	B05012702	B05012927	B05013124	B05013295	B05013509
B05012168	B05012341	B05012532	B05012703	B05012932	B05013126	B05013296	B05013521
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B05012172	B05012344	B05012537	B05012712	B05012951	B05013130	B05013316	B05013526
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B05012174	B05012346	B05012541	B05012714	B05012956	B05013132	B05013322	B05013528
B05012193	B05012351	B05012542	B05012715	B05012957	B05013133	B05013328	B05013534
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B05012198	B05012359	B05012556	B05012729	B05012964	B05013138	B05013336	B05013559
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B05012201	B05012368	B05012563	B05012737	B05012968	B05013146	B05013338	B05013564
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B05012204	B05012371	B05012578	B05012759	B05012970	B05013151	B05013343	B05013566
B05012206	B05012374	B05012580	B05012780	B05012971	B05013152	B05013344	B05013567
B05012209	B05012377	B05012582	B05012783	B05012973	B05013157	B05013348	B05013571
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B05013580	B05013763	B05013986	B05014158	B05014345	B05014492	B05014702	B05014837
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B05013586	B05013769	B05013989	B05014174	B05014348	B05014499	B05014704	B05014844
B05013587	B05013775	B05013996	B05014179	B05014349	B05014502	B05014706	B05014845
B05013588	B05013786	B05013997	B05014180	B05014350	B05014508	B05014707	B05014853
B05013594	B05013787	B05014002	B05014181	B05014351	B05014516	B05014709	B05014854
B05013596	B05013788	B05014003	B05014183	B05014352	B05014521	B05014710	B05014857
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B05013605	B05013800	B05014009	B05014189	B05014355	B05014527	B05014717	B05014861
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B05013619	B05013809	B05014014	B05014202	B05014363	B05014538	B05014724	B05014879
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B05013642	B05013839	B05014059	B05014251	B05014385	B05014568	B05014748	B05014912
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B05013649	B05013853	B05014072	B05014265	B05014399	B05014575	B05014765	B05014926
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B05013727	B05013931	B05014117	B05014303	B05014446	B05014648	B05014801	B05014957
B05013729	B05013932	B05014118	B05014307	B05014447	B05014651	B05014803	B05014958
B05013730	B05013934	B05014122	B05014309	B05014454	B05014655	B05014806	B05014960
B05013734	B05013936	B05014123	B05014318	B05014455	B05014657	B05014808	B05014961
B05013737	B05013937	B05014126	B05014319	B05014457	B05014658	B05014809	B05014965
B05013739	B05013946	B05014127	B05014322	B05014459	B05014659	B05014814	B05014966
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B05013745	B05013963	B05014140	B05014326	B05014462	B05014675	B05014823	B05014993
B05013747	B05013964	B05014143	B05014330	B05014464	B05014677	B05014824	B05014999
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B05013760	B05013978	B05014150	B05014341	B05014471	B05014696	B05014831	B05015016
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B05015021	B05015169	B05015327	B05015486	B05015650	B05015822	B05015961	B05016103
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B05015026	B05015174	B05015340	B05015489	B05015656	B05015824	B05015967	B05016106
B05015029	B05015175	B05015341	B05015495	B05015657	B05015829	B05015970	B05016107
B05015032	B05015176	B05015347	B05015496	B05015660	B05015830	B05015972	B05016108
B05015034	B05015182	B05015348	B05015497	B05015663	B05015831	B05015973	B05016110
B05015036	B05015184	B05015358	B05015498	B05015669	B05015832	B05015976	B05016111
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B05015039	B05015186	B05015366	B05015502	B05015675	B05015838	B05015981	B05016114
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B05015064	B05015225	B05015378	B05015528	B05015701	B05015848	B05016003	B05016130
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B05015161	B05015312	B05015480	B05015645	B05015816	B05015949	B05016097	B05016237
B05015162	B05015313	B05015482	B05015646	B05015817	B05015950	B05016098	B05016238
B05015163	B05015324	B05015483	B05015648	B05015819	B05015957	B05016100	B05016241
B05015168	B05015326	B05015484	B05015649	B05015821	B05015958	B05016102	B05016242

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B05016244	B05016378	B05016522	B05016676	B05016845	B05017027	B05017188	B05017334
B05016245	B05016380	B05016523	B05016677	B05016846	B05017029	B05017191	B05017335
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B05016251	B05016394	B05016532	B05016681	B05016851	B05017031	B05017197	B05017344
B05016252	B05016395	B05016534	B05016684	B05016856	B05017033	B05017201	B05017348
B05016254	B05016398	B05016538	B05016685	B05016870	B05017034	B05017202	B05017352
B05016261	B05016399	B05016548	B05016686	B05016875	B05017045	B05017203	B05017353
B05016262	B05016406	B05016549	B05016698	B05016886	B05017046	B05017205	B05017355
B05016263	B05016407	B05016551	B05016702	B05016891	B05017049	B05017207	B05017356
B05016269	B05016408	B05016554	B05016706	B05016892	B05017050	B05017209	B05017357
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B05016357	B05016505	B05016663	B05016820	B05017010	B05017168	B05017324	B05017459
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B05016359	B05016507	B05016668	B05016824	B05017014	B05017171	B05017326	B05017473
B05016360	B05016508	B05016669	B05016827	B05017015	B05017173	B05017327	B05017475
B05016362	B05016514	B05016670	B05016829	B05017017	B05017174	B05017328	B05017478
B05016367	B05016515	B05016671	B05016832	B05017020	B05017177	B05017330	B05017480
B05016370	B05016516	B05016672	B05016838	B05017022	B05017181	B05017331	B05017481
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B05017484	B05017634	B05017781	B05017929	B05018099	B05018261	B05018419	B05018563
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B05017487	B05017649	B05017791	B05017931	B05018102	B05018277	B05018425	B05018569
B05017488	B05017650	B05017793	B05017932	B05018103	B05018278	B05018435	B05018570
B05017490	B05017651	B05017805	B05017935	B05018111	B05018279	B05018436	B05018571
B05017492	B05017661	B05017807	B05017936	B05018116	B05018280	B05018438	B05018572
B05017494	B05017662	B05017808	B05017945	B05018121	B05018281	B05018442	B05018573
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B05017497	B05017676	B05017810	B05017951	B05018126	B05018285	B05018446	B05018575
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B05017522	B05017694	B05017829	B05017969	B05018155	B05018312	B05018467	B05018597
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B05017535	B05017702	B05017847	B05017991	B05018166	B05018324	B05018477	B05018607
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B05017555	B05017720	B05017865	B05018012	B05018177	B05018339	B05018492	B05018633
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B05017591	B05017742	B05017883	B05018045	B05018221	B05018366	B05018516	B05018658
B05017597	B05017743	B05017884	B05018048	B05018222	B05018373	B05018522	B05018660
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B05017599	B05017745	B05017889	B05018050	B05018227	B05018377	B05018525	B05018663
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B05017616	B05017760	B05017901	B05018072	B05018238	B05018389	B05018542	B05018672
B05017617	B05017762	B05017902	B05018073	B05018240	B05018404	B05018546	B05018673
B05017618	B05017764	B05017903	B05018079	B05018243	B05018405	B05018552	B05018674
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B05017631	B05017778	B05017924	B05018090	B05018253	B05018415	B05018561	B05018688
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B05018701	B05018837	B05019007	B05019168	B05019339	B05019537	B05019701	B05019852
B05018703	B05018838	B05019008	B05019169	B05019342	B05019538	B05019704	B05019854
B05018707	B05018840	B05019010	B05019172	B05019343	B05019542	B05019705	B05019855
B05018708	B05018841	B05019011	B05019174	B05019345	B05019544	B05019708	B05019856
B05018709	B05018845	B05019012	B05019175	B05019349	B05019547	B05019710	B05019864
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B05018772	B05018928	B05019090	B05019237	B05019447	B05019630	B05019790	B05019939
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B05018779	B05018933	B05019103	B05019247	B05019455	B05019639	B05019800	B05019956
B05018780	B05018937	B05019105	B05019257	B05019460	B05019643	B05019802	B05019957
B05018782	B05018942	B05019107	B05019258	B05019461	B05019644	B05019803	B05019958
B05018784	B05018949	B05019109	B05019260	B05019464	B05019646	B05019806	B05019960
B05018786	B05018954	B05019110	B05019261	B05019468	B05019649	B05019809	B05019961
B05018793	B05018956	B05019111	B05019274	B05019472	B05019652	B05019810	B05019968
B05018794	B05018959	B05019114	B05019278	B05019479	B05019654	B05019811	B05019970
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B05018796	B05018968	B05019124	B05019284	B05019489	B05019665	B05019818	B05019977
B05018798	B05018969	B05019127	B05019286	B05019490	B05019667	B05019819	B05019979
B05018800	B05018970	B05019133	B05019292	B05019492	B05019668	B05019822	B05019980
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B05018802	B05018975	B05019138	B05019298	B05019494	B05019676	B05019824	B05019985
B05018803	B05018976	B05019140	B05019308	B05019495	B05019677	B05019831	B05020007
B05018804	B05018977	B05019142	B05019309	B05019499	B05019678	B05019833	B05020015
B05018806	B05018978	B05019143	B05019310	B05019509	B05019682	B05019834	B05020023
B05018808	B05018979	B05019144	B05019320	B05019510	B05019684	B05019836	B05020025
B05018812	B05018980	B05019146	B05019321	B05019511	B05019685	B05019840	B05020026
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B05018817	B05018984	B05019151	B05019328	B05019522	B05019689	B05019842	B05020028
B05018820	B05018994	B05019154	B05019330	B05019523	B05019693	B05019846	B05020029

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B05020030	B05020189	B05020340	B05020490	B05020875	B05021316	B05024052	CE0000382
B05020031	B05020192	B05020342	B05020491	B05020892	B05021334	B05024055	CE0000383
B05020033	B05020195	B05020343	B05020494	B05020901	B05021365	B05024061	CE0000404
B05020036	B05020196	B05020347	B05020497	B05020914	B05021374	B05024149	CE0000407
B05020044	B05020198	B05020348	B05020498	B05020927	B05021402	B05024195	CE0000409
B05020049	B05020201	B05020349	B05020503	B05020929	B05021404	B05024199	CE0000410
B05020059	B05020205	B05020350	B05020506	B05020930	B05021411	B05024203	CE0000430
B05020063	B05020206	B05020351	B05020507	B05020938	B05021418	B05024245	CE0000433
B05020064	B05020207	B05020352	B05020510	B05020940	B05021424	B05024279	CE0000434
B05020071	B05020208	B05020353	B05020511	B05020941	B05021425	B05024300	CE0000471
B05020072	B05020210	B05020354	B05020514	B05020942	B05021426	B05024322	CE0000472
B05020073	B05020211	B05020355	B05020516	B05020943	B05021427	B05024324	CE0000473
B05020074	B05020213	B05020359	B05020517	B05020944	B05021428	B05024354	CE0000475
B05020075	B05020214	B05020360	B05020521	B05020946	B05021429	CE0000016	CE0000479
B05020076	B05020215	B05020370	B05020523	B05020947	B05021469	CE0000020	CE0000480
B05020077	B05020218	B05020371	B05020526	B05020948	B05021513	CE0000031	CE0000481
B05020083	B05020219	B05020373	B05020534	B05020950	B05021514	CE0000037	CE0000491
B05020084	B05020220	B05020374	B05020535	B05020956	B05021526	CE0000038	CE0000497
B05020089	B05020224	B05020375	B05020538	B05020959	B05021531	CE0000045	CE0000513
B05020091	B05020227	B05020377	B05020539	B05020960	B05021614	CE0000046	CE0000519
B05020098	B05020228	B05020378	B05020542	B05020963	B05021643	CE0000053	CE0000528
B05020101	B05020233	B05020380	B05020543	B05020966	B05021656	CE0000056	CE0000535
B05020102	B05020236	B05020381	B05020552	B05020972	B05021674	CE0000071	CE0000544
B05020103	B05020240	B05020383	B05020555	B05021000	B05021703	CE0000073	CE0000548
B05020105	B05020241	B05020384	B05020558	B05021002	B05021737	CE0000075	CE0000553
B05020111	B05020242	B05020386	B05020560	B05021007	B05021740	CE0000076	CE0000564
B05020112	B05020245	B05020387	B05020561	B05021009	B05021743	CE0000082	CE0000571
B05020113	B05020246	B05020390	B05020562	B05021017	B05021744	CE0000090	CE0000575
B05020117	B05020247	B05020391	B05020563	B05021022	B05021756	CE0000093	CE0000576
B05020118	B05020250	B05020392	B05020564	B05021023	B05021760	CE0000151	CE0000583
B05020119	B05020251	B05020393	B05020566	B05021031	B05021775	CE0000167	CE0000597
B05020120	B05020256	B05020396	B05020574	B05021042	B05021789	CE0000184	CE0000599
B05020121	B05020261	B05020397	B05020575	B05021049	B05021792	CE0000187	CE0000601
B05020122	B05020262	B05020400	B05020581	B05021052	B05021796	CE0000188	CE0000604
B05020123	B05020263	B05020401	B05020591	B05021073	B05021813	CE0000192	CE0000613
B05020124	B05020264	B05020403	B05020592	B05021074	B05021883	CE0000197	CE0000617
B05020129	B05020265	B05020407	B05020611	B05021081	B05022045	CE0000198	CE0000621
B05020130	B05020276	B05020418	B05020631	B05021082	B05022072	CE0000204	CE0000633
B05020131	B05020282	B05020419	B05020637	B05021086	B05022108	CE0000205	CE0000634
B05020138	B05020285	B05020420	B05020649	B05021087	B05022109	CE0000214	CE0000635
B05020148	B05020287	B05020425	B05020658	B05021090	B05022195	CE0000217	CE0000642
B05020149	B05020289	B05020426	B05020740	B05021092	B05022196	CE0000218	CE0000646
B05020150	B05020293	B05020427	B05020755	B05021143	B05022198	CE0000231	CE0000694
B05020152	B05020294	B05020430	B05020775	B05021145	B05022307	CE0000232	CE0000699
B05020154	B05020295	B05020437	B05020776	B05021150	B05022361	CE0000236	CE0000704
B05020156	B05020304	B05020438	B05020777	B05021151	B05022363	CE0000237	CE0000708
B05020159	B05020307	B05020439	B05020779	B05021171	B05022364	CE0000239	CE0000709
B05020160	B05020309	B05020441	B05020782	B05021173	B05022365	CE0000243	CE0000710
B05020161	B05020311	B05020442	B05020802	B05021177	B05022386	CE0000257	CE0000711
B05020162	B05020313	B05020450	B05020810	B05021185	B05022387	CE0000260	CE0000733
B05020165	B05020314	B05020452	B05020814	B05021186	B05022388	CE0000276	CE0000734
B05020166	B05020317	B05020461	B05020835	B05021198	B05022395	CE0000284	CE0000737
B05020167	B05020319	B05020462	B05020841	B05021200	B05022396	CE0000289	CE0000744
B05020168	B05020320	B05020468	B05020842	B05021204	B05022401	CE0000291	CE0000748
B05020170	B05020326	B05020471	B05020843	B05021205	B05022425	CE0000299	CE0000751
B05020174	B05020327	B05020472	B05020848	B05021216	B05022429	CE0000300	CE0000752
B05020175	B05020328	B05020473	B05020856	B05021217	B05022431	CE0000307	CE0000754
B05020178	B05020329	B05020474	B05020862	B05021249	B05022437	CE0000345	CE0000755
B05020180	B05020331	B05020475	B05020864	B05021269	B05022441	CE0000359	CE0000763
B05020181	B05020334	B05020483	B05020865	B05021281	B05022452	CE0000365	CE0000775
B05020182	B05020338	B05020488	B05020866	B05021301	B05022456	CE0000374	CE0000799
B05020188	B05020339	B05020489	B05020872	B05021313	B05024019	CE0000381	CE0000801

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CE0000815	CE0001356	DWU007628	GP0000151	GP0000501	GP0000921	GP0001271	GP0001533
CE0000833	CE0001380	5	GP0000152	GP0000502	GP0000926	GP0001272	GP0001535
CE0000835	CE0001381	DWU007838	GP0000154	GP0000522	GP0000951	GP0001277	GP0001540
CE0000848	CE0001386	8	GP0000155	GP0000532	GP0000959	GP0001287	GP0001546
CE0000855	CE0001399	GL0001012	GP0000156	GP0000539	GP0000971	GP0001290	GP0001550
CE0000856	CE0001401	GL0001014	GP0000161	GP0000540	GP0000982	GP0001291	GP0001551
CE0000894	CE0001405	GL0001015	GP0000162	GP0000562	GP0000985	GP0001292	GP0001556
CE0000912	CE0001406	GL0001019	GP0000165	GP0000563	GP0000990	GP0001298	GP0001557
CE0000915	CE0001407	GL0001020	GP0000168	GP0000564	GP0000996	GP0001303	GP0001562
CE0000918	CE0001417	GL0001038	GP0000179	GP0000565	GP0001002	GP0001313	GP0001565
CE0000931	CE0001419	GL0001042	GP0000182	GP0000566	GP0001014	GP0001314	GP0001570
CE0000935	CE0001422	GL0001045	GP0000185	GP0000577	GP0001021	GP0001321	GP0001571
CE0000955	CE0001429	GL0001046	GP0000188	GP0000583	GP0001025	GP0001324	GP0001576
CE0000978	CE0001449	GL0001048	GP0000192	GP0000587	GP0001032	GP0001325	GP0001582
CE0000981	CE0001495	GL0001060	GP0000196	GP0000606	GP0001033	GP0001332	GP0001583
CE0000983	CE0001497	GL0001061	GP0000204	GP0000610	GP0001046	GP0001340	GP0001586
CE0000988	CE0001502	GL0001066	GP0000205	GP0000620	GP0001052	GP0001349	GP0001587
CE0000990	CE0001506	GL0001067	GP0000206	GP0000626	GP0001053	GP0001362	GP0001589
CE0000999	CE0001519	GL0001069	GP0000207	GP0000630	GP0001064	GP0001363	GP0001593
CE0001003	CE0001528	GL0001075	GP0000214	GP0000631	GP0001082	GP0001365	GP0001594
CE0001044	CE0001533	GL0001078	GP0000220	GP0000637	GP0001086	GP0001368	GP0001597
CE0001045	CE0001544	GL0001079	GP0000222	GP0000646	GP0001087	GP0001374	GP0001598
CE0001051	CE0001547	GL0001081	GP0000225	GP0000656	GP0001089	GP0001381	GP0001599
CE0001074	CE0001553	GL0001084	GP0000228	GP0000659	GP0001091	GP0001383	GP0001601
CE0001080	CE0001556	GL0001085	GP0000231	GP0000675	GP0001102	GP0001387	GP0001603
CE0001086	CE0001559	GL0001090	GP0000235	GP0000701	GP0001103	GP0001392	GP0001612
CE0001093	CE0001579	GL0001092	GP0000250	GP0000703	GP0001104	GP0001398	GP0001613
CE0001106	CE0001585	GL0001094	GP0000251	GP0000704	GP0001105	GP0001399	GP0001622
CE0001109	CE0001599	GL0001095	GP0000253	GP0000706	GP0001122	GP0001400	GP0001628
CE0001117	CE0001603	GL0001097	GP0000260	GP0000716	GP0001123	GP0001402	GP0001629
CE0001135	CE0001604	GL0001102	GP0000266	GP0000727	GP0001126	GP0001406	GP0001633
CE0001145	CE0001609	GL0001104	GP0000267	GP0000732	GP0001136	GP0001407	GP0001636
CE0001151	CE0001618	GL0001105	GP0000271	GP0000734	GP0001155	GP0001410	GP0001640
CE0001167	CE0001619	GL0001107	GP0000272	GP0000735	GP0001157	GP0001418	GP0001643
CE0001173	CE0001622	GL0001109	GP0000279	GP0000750	GP0001159	GP0001420	GP0001650
CE0001178	CE0001624	GL0001119	GP0000286	GP0000751	GP0001162	GP0001423	GP0001651
CE0001179	CE0001638	GL0001122	GP0000311	GP0000752	GP0001163	GP0001435	GP0001653
CE0001195	CE0001639	GP0000003	GP0000315	GP0000759	GP0001168	GP0001436	GP0001654
CE0001196	CE0001640	GP0000018	GP0000347	GP0000766	GP0001174	GP0001439	GP0001655
CE0001202	CE0001647	GP0000019	GP0000356	GP0000776	GP0001179	GP0001440	GP0001666
CE0001204	CE0001655	GP0000027	GP0000362	GP0000780	GP0001182	GP0001444	GP0001688
CE0001206	CE0001656	GP0000028	GP0000363	GP0000787	GP0001183	GP0001449	GP0001689
CE0001207	CE0001657	GP0000038	GP0000390	GP0000790	GP0001192	GP0001450	GP0001691
CE0001229	CE0001658	GP0000055	GP0000396	GP0000793	GP0001196	GP0001460	GP0001709
CE0001232	CE0001663	GP0000056	GP0000398	GP0000794	GP0001197	GP0001462	GP0001711
CE0001237	CE0001674	GP0000066	GP0000402	GP0000795	GP0001198	GP0001465	GP0001723
CE0001255	CE0001687	GP0000069	GP0000427	GP0000814	GP0001199	GP0001466	GP0001724
CE0001260	CE0001692	GP0000070	GP0000428	GP0000816	GP0001204	GP0001470	GP0001734
CE0001263	CE0001693	GP0000071	GP0000429	GP0000818	GP0001213	GP0001473	GP0001736
CE0001275	CE0001694	GP0000074	GP0000431	GP0000821	GP0001217	GP0001475	GP0001741
CE0001278	DWU005615	GP0000081	GP0000437	GP0000830	GP0001223	GP0001482	GP0001745
CE0001312	8	GP0000082	GP0000438	GP0000832	GP0001227	GP0001485	GP0001746
CE0001313	DWU005852	GP0000083	GP0000452	GP0000833	GP0001232	GP0001487	GP0001753
CE0001315	4	GP0000090	GP0000453	GP0000835	GP0001237	GP0001488	GP0001754
CE0001318	DWU006175	GP0000091	GP0000467	GP0000840	GP0001243	GP0001497	GP0001755
CE0001319	0	GP0000095	GP0000468	GP0000855	GP0001250	GP0001498	GP0001756
CE0001333	DWU007337	GP0000099	GP0000471	GP0000856	GP0001252	GP0001499	GP0001758
CE0001334	0	GP0000108	GP0000475	GP0000862	GP0001254	GP0001501	GP0001760
CE0001336	DWU007489	GP0000115	GP0000476	GP0000870	GP0001255	GP0001513	GP0001761
CE0001337	8	GP0000122	GP0000479	GP0000880	GP0001265	GP0001516	GP0001766
CE0001339	DWU007516	GP0000142	GP0000494	GP0000892	GP0001267	GP0001519	GP0001771
CE0001352	9	GP0000150	GP0000497	GP0000918	GP0001268	GP0001531	GP0001772

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GP0001773	GP0002116	GP0002415	GP0002734	GP0003127	IL00001350	IL00004030	IL00005660
GP0001782	GP0002122	GP0002420	GP0002735	GP0003140	IL00001400	IL00004040	IL00005670
GP0001784	GP0002129	GP0002430	GP0002740	GP0003144	IL00001410	IL00004060	IL00005720
GP0001789	GP0002140	GP0002432	GP0002743	GP0003145	IL00001420	IL00004090	IL00005890
GP0001793	GP0002154	GP0002441	GP0002774	GP0003159	IL00001480	IL00004100	IL00005900
GP0001802	GP0002160	GP0002442	GP0002779	GP0003160	IL00001500	IL00004130	IL00005910
GP0001809	GP0002167	GP0002445	GP0002791	GP0003174	IL00001580	IL00004140	IL00005920
GP0001814	GP0002168	GP0002446	GP0002820	GP0003175	IL00001590	IL00004150	IL00006070
GP0001825	GP0002171	GP0002451	GP0002821	GP0003181	IL00001610	IL00004160	IL00006090
GP0001826	GP0002173	GP0002452	GP0002822	GP0003182	IL00001660	IL00004210	IL00006100
GP0001833	GP0002174	GP0002453	GP0002826	GP0003208	IL00001720	IL00004290	IL00006210
GP0001835	GP0002178	GP0002457	GP0002832	GP0003209	IL00001750	IL00004300	IL00006270
GP0001838	GP0002179	GP0002461	GP0002833	GP0003211	IL00001850	IL00004320	IL00006320
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GP0001840	GP0002204	GP0002475	GP0002836	GP0003224	IL00001890	IL00004530	IL00006370
GP0001841	GP0002209	GP0002486	GP0002837	GP0003227	IL00002010	IL00004550	IL00006410
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GP0001862	GP0002212	GP0002496	GP0002857	GP0003241	IL00002110	IL00004680	IL00006510
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GP0001876	GP0002215	GP0002499	GP0002859	GP0003245	IL00002220	IL00004710	IL00006700
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GP0001882	GP0002221	GP0002516	GP0002874	GP0003259	IL00002320	IL00004750	IL00006740
GP0001885	GP0002228	GP0002517	GP0002875	GP0003260	IL00002330	IL00004780	IL00006750
GP0001886	GP0002229	GP0002521	GP0002884	GR0000099	IL00002410	IL00004800	IL00006760
GP0001893	GP0002234	GP0002525	GP0002908	GR0000119	IL00002440	IL00004810	IL00006830
GP0001894	GP0002249	GP0002526	GP0002920	GR0000120	IL00002460	IL00004870	IL00006920
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GP0001901	GP0002275	GP0002541	GP0002953	GR0000262	IL00002650	IL00004930	IL00007100
GP0001905	GP0002277	GP0002542	GP0002958	GR0000290	IL00002740	IL00004950	IL00007170
GP0001912	GP0002279	GP0002546	GP0002959	H00004060	IL00002750	IL00004960	IL00007180
GP0001914	GP0002301	GP0002547	GP0002965	H00005430	IL00002770	IL00004970	IL00007190
GP0001927	GP0002305	GP0002548	GP0002967	H00009110	IL00002780	IL00004980	IL00007230
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GP0001937	GP0002308	GP0002563	GP0002976	H00013670	IL00002910	IL00005020	IL00007340
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GP0001948	GP0002325	GP0002577	GP0002987	H00018780	IL00002990	IL00005080	IL00007410
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GP0001958	GP0002337	GP0002603	GP0003008	H00025590	IL00003100	IL00005160	IL00007460
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GP0002009	GP0002369	GP0002668	GP0003020	IL00000410	IL00003330	IL00005260	IL00007900
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GP0002015	GP0002373	GP0002674	GP0003048	IL00000500	IL00003370	IL00005370	IL00007940
GP0002017	GP0002375	GP0002679	GP0003050	IL00000580	IL00003380	IL00005380	IL00007950
GP0002018	GP0002378	GP0002693	GP0003073	IL00000750	IL00003530	IL00005450	IL00007980
GP0002024	GP0002385	GP0002707	GP0003075	IL00000930	IL00003630	IL00005460	IL00008150
GP0002025	GP0002388	GP0002708	GP0003081	IL00000960	IL00003640	IL00005500	IL00008250
GP0002026	GP0002393	GP0002709	GP0003082	IL00000980	IL00003650	IL00005520	IL00008270
GP0002040	GP0002398	GP0002714	GP0003089	IL00001020	IL00003790	IL00005540	IL00008310
GP0002052	GP0002405	GP0002717	GP0003100	IL00001040	IL00003820	IL00005560	IL00008340
GP0002072	GP0002409	GP0002718	GP0003101	IL00001090	IL00003890	IL00005570	IL00008440
GP0002089	GP0002410	GP0002723	GP0003102	IL00001220	IL00003910	IL00005610	IL00008540
GP0002090	GP0002412	GP0002728	GP0003104	IL00001260	IL00003930	IL00005630	IL00008560
GP0002111	GP0002413	GP0002729	GP0003115	IL00001330	IL00004020	IL00005650	IL00008610

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IL00008640	IL00011030	IL00013690	IL00016500	IL00019060	IL00021320	IL00023580	IL00025370
IL00008650	IL00011040	IL00013710	IL00016510	IL00019070	IL00021330	IL00023590	IL00025400
IL00008670	IL00011100	IL00013720	IL00016550	IL00019080	IL00021350	IL00023610	IL00025410
IL00008680	IL00011110	IL00013800	IL00016580	IL00019120	IL00021400	IL00023680	IL00025430
IL00008710	IL00011120	IL00013820	IL00016600	IL00019140	IL00021470	IL00023690	IL00025440
IL00008720	IL00011130	IL00013850	IL00016790	IL00019160	IL00021490	IL00023710	IL00025480
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IL00043890	IL00046230	IL00048300	IL00050740	IL00052490	IL00054410	IL00057420	IL00059550
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IL00046030	IL00048210	IL00050480	IL00052390	IL00054330	IL00057240	IL00059470	IL00061640
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IL00082030	IL00084140	IL00085670	IL00088000	IL00090580	IL00092440	IL00094620	IL00096440
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IL00114790	IL00117020	IL00118630	IL00120790	IL00122820	IL00125000	IL00126740	IL00128670
IL00114810	IL00117050	IL00118650	IL00120880	IL00122830	IL00125020	IL00126780	IL00128680
IL00114820	IL00117060	IL00118670	IL00120910	IL00122860	IL00125030	IL00126810	IL00128690
IL00114830	IL00117160	IL00118690	IL00120920	IL00122920	IL00125060	IL00126910	IL00128730
IL00114840	IL00117210	IL00118720	IL00120940	IL00123140	IL00125080	IL00126920	IL00128750
IL00114860	IL00117240	IL00118750	IL00121040	IL00123150	IL00125100	IL00126930	IL00128830
IL00114880	IL00117280	IL00118770	IL00121060	IL00123180	IL00125160	IL00126940	IL00128870
IL00114930	IL00117300	IL00118780	IL00121080	IL00123230	IL00125170	IL00126980	IL00128910
IL00114970	IL00117310	IL00118840	IL00121110	IL00123240	IL00125210	IL00126990	IL00128930
IL00114990	IL00117320	IL00118890	IL00121150	IL00123260	IL00125320	IL00127020	IL00128960
IL00115020	IL00117400	IL00118960	IL00121200	IL00123270	IL00125330	IL00127040	IL00128980
IL00115040	IL00117420	IL00119000	IL00121250	IL00123290	IL00125350	IL00127110	IL00129010
IL00115050	IL00117460	IL00119010	IL00121260	IL00123310	IL00125360	IL00127130	IL00129030
IL00115080	IL00117490	IL00119070	IL00121280	IL00123330	IL00125370	IL00127190	IL00129100
IL00115100	IL00117510	IL00119080	IL00121290	IL00123350	IL00125450	IL00127210	IL00129110
IL00115120	IL00117520	IL00119090	IL00121350	IL00123360	IL00125500	IL00127240	IL00129120
IL00115170	IL00117560	IL00119110	IL00121360	IL00123450	IL00125530	IL00127250	IL00129150
IL00115260	IL00117600	IL00119250	IL00121370	IL00123460	IL00125550	IL00127280	IL00129180
IL00115330	IL00117630	IL00119330	IL00121380	IL00123480	IL00125570	IL00127300	IL00129250
IL00115350	IL00117680	IL00119360	IL00121410	IL00123490	IL00125580	IL00127310	IL00129290
IL00115360	IL00117710	IL00119370	IL00121450	IL00123660	IL00125590	IL00127350	IL00129310
IL00115380	IL00117730	IL00119420	IL00121500	IL00123670	IL00125600	IL00127390	IL00129320
IL00115400	IL00117740	IL00119450	IL00121540	IL00123700	IL00125620	IL00127420	IL00129340
IL00115410	IL00117800	IL00119460	IL00121550	IL00123740	IL00125630	IL00127450	IL00129350
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IL00115430	IL00117860	IL00119500	IL00121600	IL00123810	IL00125670	IL00127480	IL00129490
IL00115440	IL00117900	IL00119510	IL00121610	IL00123860	IL00125690	IL00127490	IL00129550
IL00115450	IL00117910	IL00119520	IL00121640	IL00124070	IL00125780	IL00127540	IL00129630
IL00115460	IL00117920	IL00119540	IL00121650	IL00124090	IL00125810	IL00127580	IL00129680
IL00115500	IL00117940	IL00119570	IL00121690	IL00124100	IL00125820	IL00127640	IL00129690
IL00115610	IL00117970	IL00119580	IL00121720	IL00124120	IL00125840	IL00127650	IL00129700
IL00115690	IL00117980	IL00119700	IL00121750	IL00124160	IL00125850	IL00127690	IL00129740
IL00115780	IL00117990	IL00119740	IL00121770	IL00124170	IL00125880	IL00127730	IL00129750
IL00115800	IL00118000	IL00119800	IL00121790	IL00124180	IL00125940	IL00127760	IL00129760

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IL00129800	IL00131740	IL00134190	IL00136040	IL00138210	IL00140210	IL00141960	IL00144400
IL00129810	IL00131760	IL00134230	IL00136050	IL00138220	IL00140220	IL00141980	IL00144440
IL00129830	IL00131770	IL00134280	IL00136230	IL00138240	IL00140240	IL00141990	IL00144450
IL00129860	IL00131780	IL00134310	IL00136270	IL00138250	IL00140250	IL00142000	IL00144460
IL00129880	IL00131800	IL00134450	IL00136280	IL00138270	IL00140260	IL00142030	IL00144500
IL00129900	IL00131840	IL00134490	IL00136340	IL00138290	IL00140320	IL00142110	IL00144540
IL00129910	IL00131870	IL00134520	IL00136410	IL00138310	IL00140360	IL00142160	IL00144560
IL00129930	IL00131900	IL00134530	IL00136510	IL00138330	IL00140370	IL00142210	IL00144570
IL00129960	IL00131930	IL00134570	IL00136530	IL00138340	IL00140390	IL00142260	IL00144620
IL00129970	IL00132010	IL00134580	IL00136550	IL00138350	IL00140430	IL00142270	IL00144640
IL00129980	IL00132040	IL00134590	IL00136630	IL00138370	IL00140460	IL00142350	IL00144660
IL00130000	IL00132060	IL00134650	IL00136660	IL00138390	IL00140500	IL00142410	IL00144670
IL00130030	IL00132140	IL00134690	IL00136670	IL00138400	IL00140510	IL00142420	IL00144680
IL00130100	IL00132250	IL00134700	IL00136700	IL00138430	IL00140560	IL00142450	IL00144690
IL00130110	IL00132530	IL00134720	IL00136750	IL00138480	IL00140580	IL00142460	IL00144710
IL00130120	IL00132580	IL00134760	IL00136800	IL00138490	IL00140590	IL00142480	IL00144740
IL00130130	IL00132630	IL00134780	IL00136820	IL00138510	IL00140630	IL00142570	IL00144800
IL00130160	IL00132680	IL00134820	IL00136830	IL00138530	IL00140640	IL00142610	IL00144820
IL00130260	IL00132690	IL00134840	IL00136850	IL00138540	IL00140650	IL00142680	IL00144830
IL00130270	IL00132740	IL00134860	IL00136910	IL00138550	IL00140680	IL00142710	IL00144880
IL00130490	IL00132850	IL00134900	IL00136930	IL00138580	IL00140690	IL00142720	IL00144910
IL00130500	IL00132940	IL00134930	IL00136960	IL00138630	IL00140710	IL00142730	IL00144930
IL00130520	IL00132980	IL00134940	IL00137030	IL00138640	IL00140720	IL00142760	IL00144980
IL00130530	IL00133020	IL00134950	IL00137050	IL00138660	IL00140770	IL00142770	IL00144990
IL00130550	IL00133030	IL00135020	IL00137060	IL00138720	IL00140820	IL00142780	IL00145020
IL00130560	IL00133060	IL00135030	IL00137070	IL00138770	IL00140840	IL00142790	IL00145040
IL00130570	IL00133070	IL00135070	IL00137080	IL00138810	IL00140860	IL00142800	IL00145050
IL00130620	IL00133090	IL00135080	IL00137120	IL00138830	IL00140920	IL00142820	IL00145060
IL00130660	IL00133100	IL00135090	IL00137150	IL00138840	IL00140950	IL00142900	IL00145070
IL00130700	IL00133120	IL00135110	IL00137160	IL00138870	IL00140980	IL00142910	IL00145100
IL00130720	IL00133170	IL00135120	IL00137190	IL00139010	IL00140990	IL00142930	IL00145140
IL00130740	IL00133220	IL00135140	IL00137210	IL00139040	IL00141000	IL00142950	IL00145150
IL00130750	IL00133230	IL00135160	IL00137370	IL00139060	IL00141020	IL00142960	IL00145170
IL00130770	IL00133260	IL00135180	IL00137420	IL00139090	IL00141050	IL00143050	IL00145200
IL00130850	IL00133300	IL00135210	IL00137500	IL00139100	IL00141130	IL00143090	IL00145250
IL00130940	IL00133310	IL00135240	IL00137510	IL00139170	IL00141140	IL00143120	IL00145290
IL00131020	IL00133350	IL00135250	IL00137530	IL00139190	IL00141170	IL00143130	IL00145440
IL00131030	IL00133370	IL00135280	IL00137560	IL00139200	IL00141200	IL00143160	IL00145460
IL00131040	IL00133390	IL00135300	IL00137610	IL00139230	IL00141210	IL00143210	IL00145490
IL00131050	IL00133400	IL00135310	IL00137630	IL00139240	IL00141230	IL00143240	IL00145500
IL00131070	IL00133450	IL00135320	IL00137660	IL00139360	IL00141250	IL00143280	IL00145520
IL00131090	IL00133470	IL00135330	IL00137710	IL00139390	IL00141260	IL00143310	IL00145530
IL00131110	IL00133490	IL00135340	IL00137750	IL00139420	IL00141330	IL00143320	IL00145540
IL00131170	IL00133500	IL00135360	IL00137800	IL00139530	IL00141340	IL00143330	IL00145590
IL00131180	IL00133530	IL00135390	IL00137810	IL00139540	IL00141500	IL00143520	IL00145600
IL00131190	IL00133550	IL00135400	IL00137830	IL00139600	IL00141520	IL00143600	IL00145640
IL00131200	IL00133560	IL00135450	IL00137840	IL00139690	IL00141530	IL00143630	IL00145650
IL00131240	IL00133590	IL00135490	IL00137860	IL00139780	IL00141540	IL00143640	IL00145660
IL00131250	IL00133650	IL00135630	IL00137880	IL00139800	IL00141550	IL00143660	IL00145700
IL00131290	IL00133760	IL00135650	IL00137890	IL00139810	IL00141570	IL00143680	IL00145720
IL00131310	IL00133780	IL00135730	IL00137910	IL00139820	IL00141590	IL00143690	IL00145730
IL00131320	IL00133810	IL00135800	IL00137930	IL00139840	IL00141610	IL00143700	IL00145750
IL00131330	IL00133860	IL00135820	IL00137940	IL00139870	IL00141620	IL00143760	IL00145810
IL00131450	IL00133920	IL00135860	IL00137970	IL00139890	IL00141650	IL00143830	IL00145820
IL00131480	IL00133980	IL00135870	IL00138020	IL00139910	IL00141670	IL00143910	IL00145830
IL00131560	IL00134000	IL00135900	IL00138100	IL00139960	IL00141690	IL00143990	IL00145870
IL00131570	IL00134010	IL00135920	IL00138150	IL00139970	IL00141740	IL00144030	IL00145900
IL00131600	IL00134020	IL00135940	IL00138160	IL00139990	IL00141750	IL00144070	IL00145970
IL00131610	IL00134030	IL00135960	IL00138170	IL00140020	IL00141760	IL00144240	IL00145980
IL00131640	IL00134070	IL00136000	IL00138180	IL00140030	IL00141890	IL00144280	IL00145990
IL00131660	IL00134080	IL00136020	IL00138190	IL00140050	IL00141900	IL00144340	IL00146000
IL00131690	IL00134120	IL00136030	IL00138200	IL00140130	IL00141940	IL00144390	IL00146030

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IL00146100	IL00148040	IL00150390	IL00152620	IL00154600	IL00156340	IL00158490	IL00160490
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IL00146190	IL00148080	IL00150460	IL00152640	IL00154660	IL00156510	IL00158550	IL00160590
IL00146200	IL00148130	IL00150500	IL00152670	IL00154690	IL00156520	IL00158600	IL00160600
IL00146260	IL00148200	IL00150510	IL00152750	IL00154700	IL00156530	IL00158620	IL00160680
IL00146300	IL00148230	IL00150540	IL00152770	IL00154710	IL00156590	IL00158630	IL00160700
IL00146310	IL00148300	IL00150550	IL00152780	IL00154750	IL00156600	IL00158680	IL00160780
IL00146350	IL00148330	IL00150560	IL00152850	IL00154770	IL00156680	IL00158690	IL00160900
IL00146360	IL00148440	IL00150570	IL00152860	IL00154800	IL00156700	IL00158710	IL00161000
IL00146460	IL00148560	IL00150580	IL00152870	IL00154830	IL00156710	IL00158720	IL00161010
IL00146480	IL00148580	IL00150590	IL00152880	IL00154860	IL00156720	IL00158820	IL00161050
IL00146490	IL00148590	IL00150740	IL00152900	IL00154910	IL00156730	IL00158830	IL00161060
IL00146600	IL00148650	IL00150760	IL00152970	IL00154920	IL00156860	IL00158840	IL00161070
IL00146610	IL00148690	IL00150860	IL00152980	IL00154930	IL00156940	IL00158870	IL00161100
IL00146640	IL00148720	IL00150940	IL00153000	IL00154990	IL00157000	IL00158880	IL00161110
IL00146650	IL00148730	IL00150980	IL00153010	IL00155010	IL00157050	IL00158910	IL00161120
IL00146660	IL00148820	IL00151020	IL00153020	IL00155040	IL00157160	IL00158920	IL00161150
IL00146670	IL00148870	IL00151030	IL00153060	IL00155050	IL00157210	IL00158930	IL00161170
IL00146700	IL00148900	IL00151190	IL00153070	IL00155060	IL00157250	IL00158940	IL00161200
IL00146740	IL00148910	IL00151230	IL00153140	IL00155100	IL00157290	IL00158950	IL00161230
IL00146830	IL00148920	IL00151280	IL00153180	IL00155120	IL00157310	IL00159130	IL00161240
IL00146840	IL00148940	IL00151290	IL00153190	IL00155130	IL00157380	IL00159150	IL00161250
IL00146910	IL00148960	IL00151330	IL00153220	IL00155150	IL00157390	IL00159210	IL00161260
IL00146940	IL00149000	IL00151350	IL00153230	IL00155260	IL00157430	IL00159280	IL00161370
IL00146980	IL00149020	IL00151420	IL00153270	IL00155280	IL00157470	IL00159310	IL00161430
IL00146990	IL00149140	IL00151460	IL00153290	IL00155340	IL00157480	IL00159320	IL00161460
IL00147020	IL00149220	IL00151490	IL00153320	IL00155350	IL00157490	IL00159350	IL00161500
IL00147060	IL00149230	IL00151530	IL00153390	IL00155390	IL00157530	IL00159360	IL00161550
IL00147080	IL00149240	IL00151540	IL00153440	IL00155400	IL00157540	IL00159370	IL00161590
IL00147110	IL00149280	IL00151550	IL00153450	IL00155440	IL00157550	IL00159410	IL00161600
IL00147120	IL00149300	IL00151560	IL00153610	IL00155450	IL00157570	IL00159470	IL00161680
IL00147150	IL00149320	IL00151650	IL00153620	IL00155500	IL00157590	IL00159480	IL00161800
IL00147170	IL00149360	IL00151680	IL00153630	IL00155510	IL00157620	IL00159560	IL00161830
IL00147180	IL00149370	IL00151760	IL00153690	IL00155540	IL00157660	IL00159570	IL00161840
IL00147190	IL00149380	IL00151790	IL00153700	IL00155570	IL00157670	IL00159580	IL00161850
IL00147200	IL00149390	IL00151800	IL00153710	IL00155600	IL00157710	IL00159650	IL00161870
IL00147230	IL00149430	IL00151820	IL00153860	IL00155650	IL00157740	IL00159690	IL00161880
IL00147260	IL00149440	IL00151830	IL00153870	IL00155690	IL00157750	IL00159740	IL00161890
IL00147270	IL00149510	IL00151860	IL00153950	IL00155710	IL00157760	IL00159790	IL00161900
IL00147280	IL00149540	IL00151890	IL00153960	IL00155720	IL00157790	IL00159810	IL00161930
IL00147300	IL00149560	IL00151980	IL00154020	IL00155730	IL00157820	IL00159850	IL00161940
IL00147370	IL00149610	IL00151990	IL00154150	IL00155750	IL00157840	IL00159900	IL00161990
IL00147380	IL00149660	IL00152030	IL00154160	IL00155790	IL00157880	IL00159980	IL00162040
IL00147390	IL00149670	IL00152040	IL00154170	IL00155800	IL00157940	IL00160000	IL00162060
IL00147400	IL00149680	IL00152070	IL00154180	IL00155810	IL00157980	IL00160020	IL00162110
IL00147420	IL00149730	IL00152080	IL00154200	IL00155840	IL00157990	IL00160070	IL00162140
IL00147440	IL00149740	IL00152230	IL00154210	IL00155850	IL00158000	IL00160080	IL00162190
IL00147500	IL00149760	IL00152300	IL00154230	IL00155860	IL00158010	IL00160090	IL00162210
IL00147510	IL00149790	IL00152330	IL00154250	IL00155870	IL00158030	IL00160180	IL00162270
IL00147530	IL00149810	IL00152340	IL00154290	IL00155910	IL00158120	IL00160190	IL00162310
IL00147580	IL00149940	IL00152350	IL00154310	IL00155960	IL00158140	IL00160200	IL00162320
IL00147740	IL00149950	IL00152360	IL00154330	IL00155970	IL00158150	IL00160220	IL00162360
IL00147750	IL00149970	IL00152380	IL00154370	IL00156040	IL00158190	IL00160260	IL00162380
IL00147760	IL00150020	IL00152390	IL00154390	IL00156060	IL00158220	IL00160290	IL00162390
IL00147770	IL00150090	IL00152400	IL00154400	IL00156070	IL00158240	IL00160310	IL00162430
IL00147780	IL00150100	IL00152460	IL00154410	IL00156090	IL00158310	IL00160320	IL00162470
IL00147820	IL00150110	IL00152500	IL00154420	IL00156100	IL00158330	IL00160420	IL00162480
IL00147830	IL00150240	IL00152530	IL00154430	IL00156110	IL00158350	IL00160430	IL00162490
IL00147870	IL00150270	IL00152560	IL00154440	IL00156120	IL00158440	IL00160440	IL00162620
IL00147900	IL00150320	IL00152570	IL00154450	IL00156170	IL00158460	IL00160450	IL00162690
IL00147960	IL00150330	IL00152600	IL00154550	IL00156210	IL00158470	IL00160460	IL00162710
IL00148030	IL00150370	IL00152610	IL00154580	IL00156290	IL00158480	IL00160480	IL00162730

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IL00162750	IL00165330	IL00167290	IL00169400	IL00171530	IL00173460	IL00175380	IL00177530
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IL00162860	IL00165430	IL00167370	IL00169430	IL00171610	IL00173510	IL00175410	IL00177670
IL00162940	IL00165460	IL00167390	IL00169440	IL00171740	IL00173550	IL00175460	IL00177710
IL00162960	IL00165470	IL00167400	IL00169460	IL00171770	IL00173580	IL00175550	IL00177800
IL00163040	IL00165500	IL00167440	IL00169480	IL00171800	IL00173630	IL00175650	IL00177820
IL00163060	IL00165520	IL00167500	IL00169490	IL00171810	IL00173790	IL00175690	IL00177860
IL00163070	IL00165530	IL00167530	IL00169780	IL00171820	IL00173800	IL00175700	IL00177930
IL00163090	IL00165570	IL00167570	IL00169790	IL00171860	IL00173820	IL00175770	IL00177940
IL00163180	IL00165600	IL00167660	IL00169890	IL00171910	IL00173830	IL00175790	IL00177950
IL00163210	IL00165630	IL00167680	IL00169970	IL00171920	IL00173890	IL00175810	IL00177990
IL00163220	IL00165640	IL00167690	IL00170000	IL00171930	IL00173910	IL00175870	IL00178020
IL00163230	IL00165660	IL00167700	IL00170160	IL00171960	IL00174000	IL00175880	IL00178060
IL00163240	IL00165710	IL00167710	IL00170170	IL00171970	IL00174020	IL00175910	IL00178080
IL00163300	IL00165720	IL00167720	IL00170180	IL00172020	IL00174120	IL00175930	IL00178110
IL00163360	IL00165730	IL00167750	IL00170190	IL00172040	IL00174140	IL00176010	IL00178130
IL00163370	IL00165800	IL00167760	IL00170200	IL00172050	IL00174190	IL00176040	IL00178180
IL00163350	IL00165830	IL00167790	IL00170210	IL00172120	IL00174210	IL00176050	IL00178190
IL00163590	IL00165880	IL00167840	IL00170220	IL00172130	IL00174250	IL00176060	IL00178200
IL00163610	IL00165890	IL00167860	IL00170240	IL00172200	IL00174260	IL00176070	IL00178270
IL00163620	IL00166020	IL00167890	IL00170260	IL00172240	IL00174310	IL00176090	IL00178320
IL00163660	IL00166030	IL00167900	IL00170270	IL00172260	IL00174340	IL00176120	IL00178330
IL00163710	IL00166130	IL00167970	IL00170330	IL00172290	IL00174350	IL00176140	IL00178340
IL00163840	IL00166160	IL00167980	IL00170340	IL00172360	IL00174370	IL00176150	IL00178350
IL00163920	IL00166170	IL00167990	IL00170350	IL00172430	IL00174390	IL00176220	IL00178370
IL00163970	IL00166180	IL00168000	IL00170360	IL00172490	IL00174410	IL00176420	IL00178380
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IL00163990	IL00166230	IL00168030	IL00170430	IL00172580	IL00174440	IL00176450	IL00178400
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IL00164040	IL00166410	IL00168060	IL00170480	IL00172620	IL00174500	IL00176480	IL00178500
IL00164080	IL00166430	IL00168070	IL00170490	IL00172660	IL00174510	IL00176510	IL00178540
IL00164090	IL00166460	IL00168140	IL00170570	IL00172670	IL00174530	IL00176540	IL00178550
IL00164200	IL00166480	IL00168150	IL00170600	IL00172680	IL00174580	IL00176640	IL00178590
IL00164260	IL00166510	IL00168160	IL00170630	IL00172690	IL00174600	IL00176670	IL00178600
IL00164290	IL00166550	IL00168200	IL00170640	IL00172700	IL00174620	IL00176710	IL00178610
IL00164300	IL00166590	IL00168230	IL00170650	IL00172740	IL00174670	IL00176720	IL00178620
IL00164350	IL00166600	IL00168260	IL00170660	IL00172750	IL00174680	IL00176730	IL00178630
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IL00164390	IL00166680	IL00168300	IL00170890	IL00172850	IL00174740	IL00176760	IL00178720
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IL00164740	IL00166800	IL00168500	IL00171030	IL00172990	IL00174900	IL00176940	IL00178830
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IL00164830	IL00166950	IL00168620	IL00171060	IL00173070	IL00175070	IL00176960	IL00178910
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IL00165110	IL00167130	IL00169030	IL00171330	IL00173220	IL00175200	IL00177390	IL00179280
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IL00165190	IL00167190	IL00169190	IL00171420	IL00173240	IL00175230	IL00177430	IL00179310
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IL00165240	IL00167220	IL00169310	IL00171480	IL00173330	IL00175340	IL00177470	IL00179340
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IL00165320	IL00167250	IL00169380	IL00171520	IL00173440	IL00175370	IL00177520	IL00179450

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IL00179470	IL00181790	IL00183770	IL00186080	IL00187820	IL00190230	IL00192030	IL00194040
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IL00179570	IL00181850	IL00183830	IL00186150	IL00187850	IL00190270	IL00192050	IL00194070
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IL00179620	IL00181980	IL00183870	IL00186210	IL00187940	IL00190310	IL00192090	IL00194120
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IL00179720	IL00182040	IL00183980	IL00186360	IL00188060	IL00190370	IL00192240	IL00194230
IL00179790	IL00182050	IL00183990	IL00186370	IL00188140	IL00190380	IL00192250	IL00194300
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IL00181620	IL00183490	IL00185790	IL00187680	IL00190110	IL00191910	IL00193830	IL00196190
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IL00181710	IL00183650	IL00185870	IL00187700	IL00190170	IL00191970	IL00193880	IL00196290
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IL00196450	IL00198480	IL00200420	IL00202640	IL00204410	IL00206640	IL00208510	IL00210680
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IL00197770	IL00199710	IL00201720	IL00203700	IL00205560	IL00207630	IL00209850	IL00212160
IL00197800	IL00199740	IL00201740	IL00203770	IL00205580	IL00207680	IL00209860	IL00212170
IL00197820	IL00199780	IL00201770	IL00203820	IL00205620	IL00207790	IL00209890	IL00212230
IL00197840	IL00199810	IL00201810	IL00203830	IL00205640	IL00207810	IL00209900	IL00212250
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IL00198290	IL00200260	IL00202330	IL00204250	IL00206350	IL00208340	IL00210410	IL00212730
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IL00213060	IL00215260	IL00217070	IL00219280	IL00221470	IL00223580	IL00226130	IL00228130
IL00213090	IL00215280	IL00217100	IL00219420	IL00221500	IL00223620	IL00226140	IL00228150
IL00213130	IL00215290	IL00217220	IL00219450	IL00221510	IL00223890	IL00226190	IL00228170
IL00213250	IL00215310	IL00217240	IL00219490	IL00221520	IL00223910	IL00226200	IL00228200
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IL00213410	IL00215420	IL00217360	IL00219540	IL00221610	IL00224040	IL00226330	IL00228330
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IL00213450	IL00215510	IL00217470	IL00219680	IL00221750	IL00224130	IL00226380	IL00228360
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IL00215060	IL00216840	IL00219020	IL00221050	IL00223240	IL00225870	IL00227900	IL00229900
IL00215100	IL00216850	IL00219050	IL00221060	IL00223250	IL00225940	IL00227920	IL00229910
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IL00215160	IL00216970	IL00219140	IL00221130	IL00223430	IL00226010	IL00228030	IL00230040
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IL00230240	IL00232980	IL00235040	IL00237280	IL00239620	IL00241520	IL00243620	IL00245530
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IL00230870	IL00233590	IL00235700	IL00238000	IL00240180	IL00242080	IL00244140	IL00246190
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IL00231830	IL00234360	IL00236590	IL00238820	IL00240840	IL00242840	IL00244850	IL00246820
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IL00232630	IL00234710	IL00236850	IL00239270	IL00241210	IL00243390	IL00245090	IL00247200
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IL00232800	IL00234790	IL00236930	IL00239470	IL00241330	IL00243430	IL00245160	IL00247280
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IL00247470	IL00249700	IL00252570	IL00254660	IL00256780	IL00259290	IL00261350	IL00263730
IL00247510	IL00249730	IL00252580	IL00254670	IL00256800	IL00259300	IL00261360	IL00263750
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IL00247860	IL00250090	IL00253030	IL00255150	IL00257390	IL00259690	IL00261670	IL00264060
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IL00248080	IL00250300	IL00253170	IL00255540	IL00257660	IL00259920	IL00261750	IL00264180
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IL00249580	IL00252320	IL00254510	IL00256570	IL00259080	IL00261250	IL00263520	IL00265620
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IL00267700	IL00269650	IL00271440	IL00273910	IL00276180	IL00278540	IL00280900	IL00282660

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IL00282680	IL00285120	IL00287540	IL00289720	IL00291810	IL00294190	IL00296380	IL00298900
IL00282730	IL00285170	IL00287550	IL00289730	IL00291940	IL00294210	IL00296390	IL00298910
IL00282740	IL00285220	IL00287560	IL00289750	IL00291970	IL00294220	IL00296410	IL00298930
IL00282840	IL00285230	IL00287570	IL00289780	IL00292070	IL00294250	IL00296420	IL00298950
IL00282890	IL00285270	IL00287600	IL00289790	IL00292110	IL00294270	IL00296430	IL00298990
IL00282910	IL00285360	IL00287620	IL00289840	IL00292220	IL00294280	IL00296550	IL00299000
IL00282940	IL00285390	IL00287630	IL00289850	IL00292240	IL00294290	IL00296570	IL00299040
IL00282950	IL00285440	IL00287660	IL00290040	IL00292250	IL00294330	IL00296600	IL00299090
IL00282980	IL00285500	IL00287700	IL00290090	IL00292260	IL00294360	IL00296620	IL00299100
IL00282990	IL00285520	IL00287840	IL00290130	IL00292300	IL00294390	IL00296630	IL00299110
IL00283050	IL00285530	IL00287860	IL00290140	IL00292340	IL00294410	IL00296640	IL00299130
IL00283060	IL00285550	IL00287870	IL00290180	IL00292370	IL00294430	IL00296670	IL00299210
IL00283150	IL00285580	IL00287880	IL00290190	IL00292390	IL00294460	IL00296700	IL00299230
IL00283160	IL00285600	IL00287890	IL00290200	IL00292440	IL00294510	IL00296810	IL00299340
IL00283170	IL00285610	IL00287920	IL00290210	IL00292560	IL00294520	IL00296820	IL00299400
IL00283220	IL00285620	IL00287940	IL00290220	IL00292590	IL00294530	IL00296830	IL00299410
IL00283230	IL00285630	IL00288050	IL00290250	IL00292600	IL00294720	IL00296840	IL00299450
IL00283250	IL00285680	IL00288060	IL00290370	IL00292630	IL00294740	IL00296850	IL00299460
IL00283320	IL00285730	IL00288150	IL00290430	IL00292640	IL00294770	IL00296900	IL00299490
IL00283330	IL00285740	IL00288160	IL00290440	IL00292660	IL00294800	IL00296910	IL00299560
IL00283390	IL00285790	IL00288180	IL00290470	IL00292690	IL00294820	IL00296950	IL00299600
IL00283410	IL00285840	IL00288190	IL00290480	IL00292750	IL00294930	IL00296960	IL00299630
IL00283440	IL00285850	IL00288230	IL00290490	IL00292760	IL00294960	IL00297050	IL00299680
IL00283550	IL00285900	IL00288300	IL00290510	IL00292860	IL00295010	IL00297070	IL00299690
IL00283630	IL00286020	IL00288320	IL00290540	IL00292890	IL00295080	IL00297160	IL00299700
IL00283640	IL00286030	IL00288380	IL00290590	IL00292900	IL00295140	IL00297180	IL00299850
IL00283650	IL00286040	IL00288440	IL00290620	IL00292920	IL00295150	IL00297190	IL00299930
IL00283690	IL00286070	IL00288480	IL00290630	IL00292940	IL00295160	IL00297200	IL00299950
IL00283710	IL00286120	IL00288490	IL00290680	IL00292970	IL00295190	IL00297240	IL00299970
IL00283730	IL00286210	IL00288530	IL00290690	IL00292990	IL00295200	IL00297260	IL00300000
IL00283740	IL00286220	IL00288560	IL00290700	IL00293020	IL00295260	IL00297270	IL00300110
IL00283750	IL00286230	IL00288570	IL00290730	IL00293030	IL00295270	IL00297340	IL00300190
IL00283770	IL00286240	IL00288580	IL00290760	IL00293080	IL00295280	IL00297350	IL00300240
IL00283810	IL00286280	IL00288670	IL00290780	IL00293100	IL00295440	IL00297400	IL00300350
IL00283840	IL00286300	IL00288680	IL00290790	IL00293220	IL00295460	IL00297450	IL00300460
IL00283880	IL00286310	IL00288710	IL00290820	IL00293230	IL00295470	IL00297540	IL00300620
IL00283890	IL00286330	IL00288720	IL00290830	IL00293240	IL00295480	IL00297650	IL00300630
IL00283900	IL00286340	IL00288800	IL00290930	IL00293280	IL00295490	IL00297770	IL00300670
IL00283920	IL00286420	IL00288820	IL00290940	IL00293330	IL00295560	IL00297790	IL00300680
IL00284030	IL00286470	IL00288830	IL00290970	IL00293350	IL00295570	IL00297920	IL00300730
IL00284070	IL00286480	IL00288860	IL00291100	IL00293360	IL00295660	IL00297950	IL00300760
IL00284090	IL00286670	IL00288890	IL00291110	IL00293380	IL00295680	IL00297960	IL00300810
IL00284120	IL00286680	IL00288930	IL00291120	IL00293400	IL00295720	IL00297990	IL00300830
IL00284180	IL00286710	IL00288950	IL00291180	IL00293430	IL00295780	IL00298010	IL00300880
IL00284260	IL00286740	IL00288970	IL00291190	IL00293490	IL00295800	IL00298020	IL00300900
IL00284310	IL00286750	IL00288980	IL00291210	IL00293520	IL00295820	IL00298090	IL00300910
IL00284350	IL00286820	IL00289020	IL00291230	IL00293560	IL00295830	IL00298180	IL00301050
IL00284370	IL00286830	IL00289060	IL00291240	IL00293570	IL00295840	IL00298270	IL00301100
IL00284390	IL00286850	IL00289080	IL00291270	IL00293610	IL00295870	IL00298350	IL00301140
IL00284470	IL00286870	IL00289150	IL00291330	IL00293810	IL00295900	IL00298430	IL00301240
IL00284480	IL00286900	IL00289160	IL00291360	IL00293910	IL00295910	IL00298440	IL00301250
IL00284530	IL00286970	IL00289170	IL00291380	IL00293960	IL00295920	IL00298480	IL00301320
IL00284690	IL00287110	IL00289270	IL00291450	IL00293970	IL00295950	IL00298520	IL00301330
IL00284710	IL00287120	IL00289360	IL00291480	IL00294000	IL00296080	IL00298530	IL00301350
IL00284770	IL00287270	IL00289420	IL00291490	IL00294020	IL00296120	IL00298560	IL00301360
IL00284800	IL00287310	IL00289440	IL00291540	IL00294030	IL00296160	IL00298570	IL00301400
IL00284820	IL00287320	IL00289490	IL00291590	IL00294040	IL00296200	IL00298580	IL00301510
IL00284830	IL00287350	IL00289500	IL00291600	IL00294050	IL00296210	IL00298640	IL00301570
IL00284850	IL00287360	IL00289560	IL00291690	IL00294060	IL00296220	IL00298670	IL00301620
IL00284960	IL00287380	IL00289580	IL00291700	IL00294120	IL00296230	IL00298700	IL00301630
IL00285010	IL00287500	IL00289650	IL00291740	IL00294170	IL00296360	IL00298810	IL00301670
IL00285090	IL00287520	IL00289700	IL00291760	IL00294180	IL00296370	IL00298890	IL00301710

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IL00301790	IL00303980	IL00306840	IL00308610	IL00310910	IL00313060	IL00315340	IL00317560
IL00301820	IL00304030	IL00306850	IL00308620	IL00310920	IL00313070	IL00315390	IL00317580
IL00301830	IL00304060	IL00306860	IL00308640	IL00310940	IL00313120	IL00315420	IL00317680
IL00301840	IL00304090	IL00306940	IL00308660	IL00310970	IL00313140	IL00315490	IL00317740
IL00301850	IL00304180	IL00306960	IL00308690	IL00310980	IL00313240	IL00315540	IL00317760
IL00301910	IL00304200	IL00306970	IL00308800	IL00311070	IL00313250	IL00315560	IL00317790
IL00301970	IL00304240	IL00307010	IL00308860	IL00311080	IL00313280	IL00315590	IL00317800
IL00302000	IL00304250	IL00307080	IL00308880	IL00311110	IL00313300	IL00315640	IL00317880
IL00302160	IL00304340	IL00307090	IL00309030	IL00311120	IL00313310	IL00315670	IL00317890
IL00302170	IL00304350	IL00307110	IL00309050	IL00311210	IL00313330	IL00315700	IL00318000
IL00302180	IL00304400	IL00307130	IL00309080	IL00311220	IL00313350	IL00315710	IL00318040
IL00302190	IL00304420	IL00307140	IL00309100	IL00311260	IL00313390	IL00315720	IL00318070
IL00302210	IL00304430	IL00307150	IL00309120	IL00311300	IL00313430	IL00315730	IL00318080
IL00302250	IL00304440	IL00307160	IL00309130	IL00311400	IL00313440	IL00315820	IL00318160
IL00302340	IL00304460	IL00307170	IL00309140	IL00311420	IL00313450	IL00315860	IL00318170
IL00302360	IL00304510	IL00307200	IL00309150	IL00311430	IL00313460	IL00315890	IL00318180
IL00302370	IL00304580	IL00307210	IL00309180	IL00311440	IL00313490	IL00315930	IL00318190
IL00302390	IL00304590	IL00307240	IL00309190	IL00311570	IL00313500	IL00315940	IL00318210
IL00302400	IL00304730	IL00307250	IL00309220	IL00311580	IL00313550	IL00315950	IL00318230
IL00302460	IL00304820	IL00307310	IL00309230	IL00311590	IL00313570	IL00315970	IL00318330
IL00302480	IL00304830	IL00307330	IL00309270	IL00311620	IL00313590	IL00315980	IL00318440
IL00302530	IL00304860	IL00307340	IL00309500	IL00311630	IL00313600	IL00315990	IL00318520
IL00302540	IL00304870	IL00307370	IL00309530	IL00311640	IL00313610	IL00316030	IL00318540
IL00302610	IL00304910	IL00307400	IL00309650	IL00311710	IL00313650	IL00316060	IL00318600
IL00302630	IL00304940	IL00307440	IL00309710	IL00311730	IL00313700	IL00316070	IL00318700
IL00302650	IL00304950	IL00307480	IL00309720	IL00311750	IL00313750	IL00316080	IL00318730
IL00302700	IL00305020	IL00307490	IL00309740	IL00311800	IL00313760	IL00316130	IL00318780
IL00302710	IL00305040	IL00307520	IL00309780	IL00311820	IL00313780	IL00316210	IL00318850
IL00302840	IL00305120	IL00307540	IL00309920	IL00311830	IL00313810	IL00316220	IL00318870
IL00302910	IL00305160	IL00307570	IL00309930	IL00311940	IL00313840	IL00316250	IL00318880
IL00302970	IL00305180	IL00307590	IL00309960	IL00311990	IL00313860	IL00316280	IL00318890
IL00302980	IL00305210	IL00307640	IL00309970	IL00312000	IL00313870	IL00316300	IL00318920
IL00303000	IL00305250	IL00307690	IL00310000	IL00312050	IL00313890	IL00316330	IL00318930
IL00303010	IL00305290	IL00307710	IL00310080	IL00312090	IL00313910	IL00316350	IL00318950
IL00303020	IL00305320	IL00307770	IL00310090	IL00312140	IL00313980	IL00316360	IL00319050
IL00303040	IL00305430	IL00307830	IL00310170	IL00312150	IL00314180	IL00316390	IL00319120
IL00303060	IL00305490	IL00307840	IL00310210	IL00312160	IL00314190	IL00316540	IL00319160
IL00303080	IL00305520	IL00307850	IL00310230	IL00312250	IL00314210	IL00316550	IL00319170
IL00303100	IL00305570	IL00307880	IL00310240	IL00312270	IL00314220	IL00316570	IL00319230
IL00303140	IL00305650	IL00307890	IL00310270	IL00312300	IL00314260	IL00316590	IL00319240
IL00303160	IL00305690	IL00307900	IL00310280	IL00312310	IL00314400	IL00316600	IL00319250
IL00303200	IL00305700	IL00308000	IL00310290	IL00312320	IL00314420	IL00316650	IL00319300
IL00303230	IL00305770	IL00308020	IL00310320	IL00312370	IL00314480	IL00316670	IL00319310
IL00303270	IL00305920	IL00308070	IL00310360	IL00312410	IL00314510	IL00316770	IL00319320
IL00303320	IL00305940	IL00308130	IL00310420	IL00312430	IL00314550	IL00316790	IL00319360
IL00303350	IL00305960	IL00308190	IL00310440	IL00312500	IL00314650	IL00316800	IL00319540
IL00303360	IL00306000	IL00308210	IL00310450	IL00312510	IL00314660	IL00316830	IL00319550
IL00303370	IL00306050	IL00308220	IL00310460	IL00312520	IL00314700	IL00316880	IL00319560
IL00303390	IL00306110	IL00308230	IL00310490	IL00312530	IL00314730	IL00316900	IL00319590
IL00303400	IL00306150	IL00308240	IL00310500	IL00312660	IL00314840	IL00316920	IL00319650
IL00303450	IL00306160	IL00308250	IL00310520	IL00312690	IL00314920	IL00316950	IL00319680
IL00303540	IL00306250	IL00308270	IL00310530	IL00312740	IL00314940	IL00317010	IL00319700
IL00303560	IL00306270	IL00308310	IL00310540	IL00312750	IL00314950	IL00317070	IL00319780
IL00303610	IL00306330	IL00308340	IL00310610	IL00312770	IL00314960	IL00317180	IL00319790
IL00303650	IL00306370	IL00308400	IL00310620	IL00312790	IL00314990	IL00317190	IL00319820
IL00303710	IL00306430	IL00308410	IL00310630	IL00312820	IL00315040	IL00317260	IL00319830
IL00303720	IL00306450	IL00308500	IL00310640	IL00312870	IL00315070	IL00317400	IL00319930
IL00303740	IL00306460	IL00308510	IL00310670	IL00312890	IL00315130	IL00317410	IL00319960
IL00303760	IL00306480	IL00308520	IL00310720	IL00312920	IL00315160	IL00317420	IL00319970
IL00303770	IL00306640	IL00308550	IL00310800	IL00312930	IL00315220	IL00317430	IL00320050
IL00303870	IL00306730	IL00308570	IL00310830	IL00312950	IL00315230	IL00317500	IL00320160
IL00303920	IL00306820	IL00308590	IL00310840	IL00312960	IL00315330	IL00317520	IL00320230

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IL00320260	IL00322180	IL00324520	IL00327390	IL00329980	IL00331640	IL00333670	IL00335940
IL00320280	IL00322190	IL00324650	IL00327400	IL00330010	IL00331790	IL00333720	IL00335960
IL00320310	IL00322210	IL00324740	IL00327430	IL00330060	IL00331810	IL00333780	IL00336030
IL00320340	IL00322250	IL00324810	IL00327510	IL00330080	IL00331820	IL00333800	IL00336040
IL00320370	IL00322260	IL00324820	IL00327630	IL00330090	IL00331850	IL00333820	IL00336070
IL00320380	IL00322270	IL00324890	IL00327640	IL00330100	IL00331870	IL00333900	IL00336120
IL00320390	IL00322280	IL00324900	IL00327680	IL00330110	IL00331880	IL00333950	IL00336210
IL00320400	IL00322290	IL00325030	IL00327790	IL00330130	IL00331910	IL00334060	IL00336230
IL00320430	IL00322300	IL00325110	IL00327810	IL00330140	IL00331920	IL00334080	IL00336270
IL00320440	IL00322320	IL00325160	IL00327850	IL00330170	IL00331970	IL00334180	IL00336280
IL00320450	IL00322380	IL00325170	IL00327910	IL00330210	IL00332020	IL00334190	IL00336290
IL00320540	IL00322400	IL00325190	IL00327970	IL00330220	IL00332060	IL00334400	IL00336340
IL00320550	IL00322440	IL00325200	IL00328020	IL00330240	IL00332120	IL00334410	IL00336350
IL00320580	IL00322460	IL00325450	IL00328200	IL00330270	IL00332170	IL00334420	IL00336360
IL00320610	IL00322480	IL00325470	IL00328240	IL00330300	IL00332200	IL00334490	IL00336390
IL00320720	IL00322560	IL00325490	IL00328260	IL00330310	IL00332250	IL00334510	IL00336440
IL00320750	IL00322580	IL00325530	IL00328290	IL00330330	IL00332280	IL00334520	IL00336480
IL00320860	IL00322610	IL00325580	IL00328360	IL00330430	IL00332320	IL00334590	IL00336490
IL00320890	IL00322670	IL00325620	IL00328390	IL00330490	IL00332360	IL00334610	IL00336500
IL00320910	IL00322700	IL00325650	IL00328410	IL00330530	IL00332370	IL00334650	IL00336550
IL00320940	IL00322760	IL00325720	IL00328420	IL00330570	IL00332380	IL00334680	IL00336580
IL00320960	IL00322770	IL00325770	IL00328430	IL00330600	IL00332390	IL00334730	IL00336620
IL00320990	IL00322830	IL00325820	IL00328480	IL00330610	IL00332410	IL00334740	IL00336670
IL00321150	IL00322950	IL00325860	IL00328500	IL00330630	IL00332430	IL00334770	IL00336800
IL00321220	IL00322970	IL00325880	IL00328510	IL00330680	IL00332440	IL00334780	IL00336810
IL00321230	IL00322980	IL00325890	IL00328620	IL00330690	IL00332450	IL00334830	IL00336980
IL00321250	IL00322990	IL00325920	IL00328640	IL00330710	IL00332470	IL00334840	IL00337010
IL00321270	IL00323010	IL00325950	IL00328650	IL00330720	IL00332480	IL00334850	IL00337020
IL00321280	IL00323060	IL00326030	IL00328660	IL00330740	IL00332560	IL00334870	IL00337040
IL00321290	IL00323140	IL00326080	IL00328760	IL00330750	IL00332630	IL00334880	IL00337110
IL00321300	IL00323150	IL00326100	IL00328810	IL00330760	IL00332650	IL00334890	IL00337140
IL00321330	IL00323160	IL00326180	IL00328850	IL00330770	IL00332660	IL00334930	IL00337210
IL00321340	IL00323170	IL00326190	IL00328870	IL00330800	IL00332750	IL00334970	IL00337220
IL00321360	IL00323220	IL00326200	IL00328920	IL00330810	IL00332770	IL00335000	IL00337230
IL00321380	IL00323260	IL00326210	IL00328950	IL00330820	IL00332780	IL00335010	IL00337250
IL00321410	IL00323320	IL00326290	IL00328990	IL00330840	IL00332840	IL00335170	IL00337260
IL00321420	IL00323340	IL00326340	IL00329030	IL00330860	IL00332850	IL00335180	IL00337300
IL00321430	IL00323350	IL00326410	IL00329190	IL00330870	IL00332860	IL00335210	IL00337360
IL00321530	IL00323520	IL00326420	IL00329240	IL00330880	IL00332870	IL00335240	IL00337470
IL00321560	IL00323590	IL00326440	IL00329270	IL00330900	IL00333060	IL00335300	IL00337520
IL00321570	IL00323600	IL00326510	IL00329300	IL00330930	IL00333090	IL00335320	IL00337540
IL00321580	IL00323660	IL00326550	IL00329340	IL00330940	IL00333100	IL00335330	IL00337600
IL00321640	IL00323670	IL00326560	IL00329390	IL00330950	IL00333110	IL00335340	IL00337630
IL00321660	IL00323680	IL00326610	IL00329410	IL00330960	IL00333120	IL00335360	IL00337640
IL00321690	IL00323700	IL00326710	IL00329450	IL00331050	IL00333140	IL00335370	IL00337650
IL00321700	IL00323710	IL00326720	IL00329460	IL00331090	IL00333160	IL00335400	IL00337690
IL00321710	IL00323730	IL00326750	IL00329480	IL00331100	IL00333170	IL00335520	IL00337700
IL00321770	IL00323750	IL00326790	IL00329520	IL00331110	IL00333190	IL00335570	IL00337720
IL00321800	IL00323800	IL00326810	IL00329560	IL00331140	IL00333200	IL00335580	IL00337730
IL00321810	IL00323810	IL00326820	IL00329570	IL00331150	IL00333230	IL00335590	IL00337740
IL00321820	IL00323820	IL00326860	IL00329590	IL00331230	IL00333240	IL00335600	IL00337790
IL00321840	IL00323830	IL00326880	IL00329610	IL00331280	IL00333290	IL00335610	IL00337840
IL00321880	IL00323860	IL00326900	IL00329620	IL00331310	IL00333350	IL00335660	IL00337870
IL00321890	IL00323940	IL00327040	IL00329630	IL00331320	IL00333360	IL00335670	IL00337880
IL00321970	IL00324030	IL00327090	IL00329740	IL00331330	IL00333370	IL00335750	IL00337890
IL00321990	IL00324040	IL00327110	IL00329790	IL00331340	IL00333380	IL00335770	IL00337920
IL00322010	IL00324090	IL00327250	IL00329800	IL00331380	IL00333400	IL00335780	IL00337930
IL00322060	IL00324350	IL00327260	IL00329860	IL00331390	IL00333410	IL00335790	IL00337970
IL00322080	IL00324430	IL00327290	IL00329880	IL00331400	IL00333420	IL00335870	IL00337980
IL00322130	IL00324470	IL00327310	IL00329890	IL00331450	IL00333430	IL00335890	IL00337990
IL00322150	IL00324480	IL00327320	IL00329930	IL00331590	IL00333600	IL00335910	IL00338010
IL00322160	IL00324490	IL00327380	IL00329960	IL00331600	IL00333650	IL00335920	IL00338070

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IL00338080	IL00340170	IL00342560	IL00345040	IL00347610	IL00349800	IL00352060	IL00354110
IL00338090	IL00340230	IL00342640	IL00345090	IL00347620	IL00349810	IL00352120	IL00354150
IL00338110	IL00340240	IL00342690	IL00345110	IL00347640	IL00349830	IL00352130	IL00354170
IL00338120	IL00340270	IL00342710	IL00345120	IL00347750	IL00349860	IL00352200	IL00354200
IL00338230	IL00340300	IL00342770	IL00345140	IL00347770	IL00349870	IL00352260	IL00354210
IL00338260	IL00340310	IL00342810	IL00345200	IL00347790	IL00349940	IL00352300	IL00354220
IL00338270	IL00340370	IL00342840	IL00345210	IL00347830	IL00349950	IL00352330	IL00354240
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IL00389770	IL00392390	IL00394680	IL00396940	IL00399160	IL00400860	IL00403100	IL00405510
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IL00389800	IL00392410	IL00394710	IL00396980	IL00399180	IL00400910	IL00403140	IL00405550
IL00389810	IL00392500	IL00394740	IL00397020	IL00399190	IL00400920	IL00403160	IL00405590
IL00389830	IL00392530	IL00394750	IL00397050	IL00399220	IL00400930	IL00403310	IL00405600
IL00389870	IL00392540	IL00394760	IL00397060	IL00399230	IL00400940	IL00403450	IL00405610
IL00389880	IL00392600	IL00394780	IL00397070	IL00399240	IL00400970	IL00403470	IL00405620
IL00389900	IL00392610	IL00394850	IL00397150	IL00399250	IL00400980	IL00403490	IL00405640
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IL00389920	IL00392690	IL00394910	IL00397200	IL00399290	IL00401000	IL00403520	IL00405820
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IL00389970	IL00392720	IL00395010	IL00397330	IL00399310	IL00401020	IL00403620	IL00406040
IL00390040	IL00392740	IL00395020	IL00397370	IL00399340	IL00401060	IL00403660	IL00406060
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IL00390070	IL00392800	IL00395050	IL00397470	IL00399360	IL00401090	IL00403720	IL00406120
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IL00390230	IL00392960	IL00395080	IL00397510	IL00399440	IL00401150	IL00403790	IL00406280
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IL00390350	IL00393000	IL00395100	IL00397790	IL00399460	IL00401180	IL00403850	IL00406400
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IL00390580	IL00393260	IL00395190	IL00397900	IL00399610	IL00401350	IL00404030	IL00406510
IL00390770	IL00393270	IL00395220	IL00397910	IL00399640	IL00401390	IL00404050	IL00406550
IL00390780	IL00393370	IL00395250	IL00397920	IL00399670	IL00401410	IL00404120	IL00406590
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IL00390920	IL00393430	IL00395310	IL00397960	IL00399770	IL00401530	IL00404270	IL00406700
IL00390950	IL00393460	IL00395320	IL00397970	IL00399810	IL00401540	IL00404280	IL00406710
IL00390990	IL00393480	IL00395330	IL00397980	IL00399820	IL00401560	IL00404340	IL00406740
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IL00391100	IL00393520	IL00395360	IL00398060	IL00399890	IL00401810	IL00404450	IL00406800
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IL00391250	IL00393590	IL00395660	IL00398110	IL00400070	IL00401990	IL00404520	IL00406910
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IL00391280	IL00393640	IL00395710	IL00398170	IL00400120	IL00402020	IL00404570	IL00406940
IL00391300	IL00393650	IL00395720	IL00398230	IL00400130	IL00402030	IL00404600	IL00406980
IL00391330	IL00393750	IL00395780	IL00398350	IL00400140	IL00402060	IL00404710	IL00407000
IL00391370	IL00393810	IL00395820	IL00398360	IL00400190	IL00402070	IL00404720	IL00407010
IL00391400	IL00393860	IL00395940	IL00398390	IL00400200	IL00402110	IL00404730	IL00407020
IL00391420	IL00393870	IL00395960	IL00398450	IL00400210	IL00402230	IL00404750	IL00407040
IL00391500	IL00393920	IL00396070	IL00398490	IL00400220	IL00402260	IL00404810	IL00407050

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IL00407060	IL00409370	IL00411950	IL00414240	IL00415890	IL00418220	IL00420340	IL00422260
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IL00407080	IL00409410	IL00411970	IL00414280	IL00415980	IL00418310	IL00420400	IL00422330
IL00407090	IL00409420	IL00412020	IL00414410	IL00415990	IL00418440	IL00420410	IL00422370
IL00407190	IL00409430	IL00412100	IL00414440	IL00416030	IL00418450	IL00420430	IL00422380
IL00407200	IL00409440	IL00412110	IL00414450	IL00416060	IL00418470	IL00420460	IL00422390
IL00407280	IL00409490	IL00412130	IL00414460	IL00416080	IL00418540	IL00420490	IL00422430
IL00407290	IL00409500	IL00412240	IL00414470	IL00416150	IL00418550	IL00420660	IL00422450
IL00407330	IL00409550	IL00412270	IL00414480	IL00416160	IL00418620	IL00420670	IL00422460
IL00407340	IL00409560	IL00412300	IL00414530	IL00416460	IL00418640	IL00420680	IL00422470
IL00407460	IL00409580	IL00412320	IL00414540	IL00416470	IL00418660	IL00420690	IL00422500
IL00407470	IL00409660	IL00412360	IL00414550	IL00416560	IL00418680	IL00420770	IL00422510
IL00407550	IL00409680	IL00412370	IL00414560	IL00416570	IL00418690	IL00420780	IL00422530
IL00407560	IL00409750	IL00412580	IL00414630	IL00416580	IL00418730	IL00420800	IL00422550
IL00407570	IL00409830	IL00412630	IL00414650	IL00416600	IL00418740	IL00420810	IL00422560
IL00407650	IL00409890	IL00412650	IL00414660	IL00416610	IL00418750	IL00420830	IL00422570
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IL00407810	IL00410000	IL00412670	IL00414680	IL00416710	IL00418830	IL00420850	IL00422590
IL00407830	IL00410050	IL00412680	IL00414690	IL00416720	IL00418940	IL00420860	IL00422600
IL00408000	IL00410160	IL00412740	IL00414750	IL00416810	IL00418970	IL00420880	IL00422650
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IL00408080	IL00410240	IL00412760	IL00414810	IL00416900	IL00419030	IL00420940	IL00422670
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IL00408170	IL00410350	IL00412890	IL00414870	IL00416920	IL00419100	IL00421000	IL00422690
IL00408180	IL00410380	IL00412900	IL00414890	IL00417010	IL00419110	IL00421020	IL00422940
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IL00408280	IL00410500	IL00413020	IL00414950	IL00417150	IL00419320	IL00421250	IL00423080
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IL00408330	IL00410520	IL00413150	IL00414990	IL00417200	IL00419370	IL00421270	IL00423160
IL00408350	IL00410540	IL00413160	IL00415000	IL00417290	IL00419390	IL00421290	IL00423230
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IL00408380	IL00410630	IL00413200	IL00415080	IL00417320	IL00419440	IL00421370	IL00423310
IL00408640	IL00410690	IL00413210	IL00415090	IL00417350	IL00419500	IL00421380	IL00423340
IL00408650	IL00410700	IL00413270	IL00415100	IL00417360	IL00419510	IL00421390	IL00423380
IL00408660	IL00410760	IL00413280	IL00415120	IL00417370	IL00419520	IL00421440	IL00423390
IL00408680	IL00410790	IL00413350	IL00415190	IL00417380	IL00419550	IL00421470	IL00423410
IL00408730	IL00410920	IL00413360	IL00415200	IL00417390	IL00419560	IL00421520	IL00423420
IL00408780	IL00410930	IL00413390	IL00415280	IL00417400	IL00419570	IL00421540	IL00423430
IL00408820	IL00410940	IL00413400	IL00415300	IL00417410	IL00419610	IL00421560	IL00423440
IL00408900	IL00410970	IL00413410	IL00415320	IL00417520	IL00419640	IL00421570	IL00423510
IL00408950	IL00410980	IL00413490	IL00415330	IL00417550	IL00419650	IL00421600	IL00423520
IL00408960	IL00411020	IL00413510	IL00415340	IL00417560	IL00419660	IL00421710	IL00423530
IL00408970	IL00411030	IL00413520	IL00415390	IL00417750	IL00419670	IL00421730	IL00423540
IL00409020	IL00411450	IL00413530	IL00415400	IL00417780	IL00419690	IL00421740	IL00423550
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IL00409130	IL00411550	IL00413740	IL00415500	IL00417900	IL00419870	IL00421860	IL00423610
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IL00409180	IL00411580	IL00413940	IL00415520	IL00417940	IL00419930	IL00421930	IL00423670
IL00409190	IL00411630	IL00413980	IL00415540	IL00417970	IL00420000	IL00421980	IL00423680
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IL00409240	IL00411750	IL00414050	IL00415570	IL00418010	IL00420100	IL00422010	IL00423720
IL00409260	IL00411760	IL00414060	IL00415620	IL00418040	IL00420130	IL00422030	IL00423730
IL00409280	IL00411790	IL00414080	IL00415790	IL00418070	IL00420140	IL00422090	IL00423750
IL00409300	IL00411800	IL00414120	IL00415810	IL00418110	IL00420190	IL00422120	IL00423790
IL00409320	IL00411890	IL00414150	IL00415830	IL00418140	IL00420200	IL00422160	IL00423820
IL00409330	IL00411900	IL00414170	IL00415860	IL00418150	IL00420210	IL00422180	IL00423850
IL00409340	IL00411910	IL00414210	IL00415870	IL00418200	IL00420240	IL00422200	IL00423860

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL00423870	IL00425920	IL00428150	IL00430480	IL00432650	IL00434470	IL00436350	IL00438340
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IL00423940	IL00426000	IL00428180	IL00430550	IL00432680	IL00434510	IL00436380	IL00438420
IL00423970	IL00426020	IL00428200	IL00430560	IL00432690	IL00434590	IL00436410	IL00438430
IL00423980	IL00426050	IL00428210	IL00430570	IL00432700	IL00434600	IL00436420	IL00438450
IL00424010	IL00426110	IL00428260	IL00430600	IL00432750	IL00434640	IL00436470	IL00438460
IL00424030	IL00426140	IL00428310	IL00430670	IL00432760	IL00434670	IL00436520	IL00438470
IL00424070	IL00426150	IL00428330	IL00430690	IL00432780	IL00434680	IL00436590	IL00438480
IL00424090	IL00426250	IL00428340	IL00430720	IL00432790	IL00434690	IL00436600	IL00438510
IL00424110	IL00426350	IL00428380	IL00430750	IL00432820	IL00434700	IL00436610	IL00438520
IL00424120	IL00426400	IL00428390	IL00430780	IL00432890	IL00434730	IL00436670	IL00438530
IL00424140	IL00426430	IL00428420	IL00430870	IL00432930	IL00434790	IL00436680	IL00438560
IL00424150	IL00426450	IL00428430	IL00430900	IL00432940	IL00434800	IL00436740	IL00438570
IL00424160	IL00426460	IL00428510	IL00431010	IL00432950	IL00434850	IL00436760	IL00438590
IL00424170	IL00426480	IL00428530	IL00431020	IL00432980	IL00434860	IL00436780	IL00438600
IL00424180	IL00426500	IL00428540	IL00431030	IL00433000	IL00434870	IL00436830	IL00438610
IL00424190	IL00426530	IL00428560	IL00431070	IL00433090	IL00434900	IL00436860	IL00438620
IL00424280	IL00426640	IL00428580	IL00431090	IL00433160	IL00434910	IL00436910	IL00438670
IL00424360	IL00426670	IL00428600	IL00431110	IL00433170	IL00434940	IL00436970	IL00438680
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IL00424640	IL00426950	IL00429150	IL00431500	IL00433440	IL00435180	IL00437150	IL00438910
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IL00424750	IL00427100	IL00429220	IL00431560	IL00433460	IL00435210	IL00437220	IL00438930
IL00424820	IL00427160	IL00429230	IL00431570	IL00433480	IL00435230	IL00437240	IL00438940
IL00424830	IL00427170	IL00429280	IL00431590	IL00433510	IL00435260	IL00437250	IL00438990
IL00424840	IL00427250	IL00429300	IL00431710	IL00433520	IL00435300	IL00437340	IL00439000
IL00424850	IL00427320	IL00429370	IL00431790	IL00433550	IL00435310	IL00437350	IL00439020
IL00424910	IL00427330	IL00429380	IL00431850	IL00433740	IL00435320	IL00437390	IL00439040
IL00424930	IL00427340	IL00429510	IL00431860	IL00433760	IL00435330	IL00437400	IL00439200
IL00424950	IL00427360	IL00429550	IL00431870	IL00433810	IL00435460	IL00437410	IL00439250
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IL00425010	IL00427500	IL00429660	IL00431940	IL00433870	IL00435540	IL00437470	IL00439370
IL00425020	IL00427520	IL00429750	IL00431970	IL00433950	IL00435580	IL00437520	IL00439430
IL00425060	IL00427560	IL00429770	IL00432010	IL00433970	IL00435590	IL00437540	IL00439440
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IL00425090	IL00427670	IL00429800	IL00432080	IL00433990	IL00435700	IL00437650	IL00439520
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IL00425150	IL00427720	IL00429850	IL00432110	IL00434010	IL00435790	IL00437710	IL00439590
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IL00425270	IL00427890	IL00430130	IL00432350	IL00434110	IL00435940	IL00437820	IL00439660
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IL00425490	IL00427950	IL00430320	IL00432440	IL00434270	IL00436150	IL00437950	IL00439820
IL00425550	IL00427960	IL00430330	IL00432450	IL00434350	IL00436160	IL00438010	IL00439870
IL00425640	IL00428010	IL00430350	IL00432490	IL00434380	IL00436170	IL00438030	IL00439880
IL00425680	IL00428030	IL00430360	IL00432530	IL00434400	IL00436220	IL00438040	IL00439890
IL00425730	IL00428040	IL00430370	IL00432610	IL00434410	IL00436270	IL00438090	IL00439930
IL00425800	IL00428080	IL00430390	IL00432620	IL00434420	IL00436290	IL00438180	IL00439950
IL00425900	IL00428110	IL00430400	IL00432630	IL00434430	IL00436300	IL00438280	IL00440000

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL00440030	IL00442060	IL00444080	IL00446200	IL00448170	IL00450140	IL00451820	IL00454330
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IL00440160	IL00442110	IL00444160	IL00446220	IL00448190	IL00450180	IL00451970	IL00454350
IL00440170	IL00442160	IL00444240	IL00446260	IL00448230	IL00450210	IL00452010	IL00454360
IL00440260	IL00442210	IL00444340	IL00446270	IL00448280	IL00450220	IL00452040	IL00454380
IL00440280	IL00442250	IL00444350	IL00446290	IL00448420	IL00450230	IL00452090	IL00454420
IL00440300	IL00442260	IL00444360	IL00446310	IL00448430	IL00450250	IL00452140	IL00454450
IL00440320	IL00442280	IL00444380	IL00446360	IL00448450	IL00450270	IL00452160	IL00454500
IL00440510	IL00442290	IL00444390	IL00446390	IL00448460	IL00450290	IL00452170	IL00454510
IL00440560	IL00442350	IL00444400	IL00446400	IL00448490	IL00450310	IL00452180	IL00454540
IL00440570	IL00442400	IL00444430	IL00446440	IL00448500	IL00450360	IL00452220	IL00454550
IL00440620	IL00442420	IL00444440	IL00446460	IL00448550	IL00450380	IL00452250	IL00454560
IL00440710	IL00442440	IL00444470	IL00446550	IL00448620	IL00450400	IL00452380	IL00454570
IL00440720	IL00442460	IL00444480	IL00446560	IL00448760	IL00450420	IL00452420	IL00454590
IL00440760	IL00442600	IL00444500	IL00446570	IL00448860	IL00450450	IL00452440	IL00454610
IL00440780	IL00442610	IL00444540	IL00446620	IL00448890	IL00450470	IL00452450	IL00454620
IL00440870	IL00442630	IL00444590	IL00446660	IL00448920	IL00450480	IL00452490	IL00454630
IL00440900	IL00442690	IL00444610	IL00446700	IL00448980	IL00450570	IL00452530	IL00454640
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IL00440950	IL00442750	IL00444690	IL00446730	IL00449040	IL00450650	IL00452590	IL00454720
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IL00440970	IL00442790	IL00444730	IL00446760	IL00449080	IL00450670	IL00452680	IL00454800
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IL00441020	IL00442880	IL00444990	IL00446830	IL00449230	IL00450760	IL00452860	IL00454890
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IL00442000	IL00444030	IL00446170	IL00448110	IL00450130	IL00451770	IL00454300	IL00456490

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00504820	IL00506460	IL00508530	IL00510540	IL00512720	IL00514860	IL00516650	IL00518670
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IL00506220	IL00508290	IL00510260	IL00512430	IL00514610	IL00516420	IL00518390	IL00520960
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IL00506420	IL00508440	IL00510500	IL00512670	IL00514830	IL00516630	IL00518630	IL00521190
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00521450	IL00523610	IL00525650	IL00527570	IL00529280	IL00531210	IL00533540	IL00535700
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IL00521850	IL00524090	IL00525920	IL00527780	IL00529630	IL00531570	IL00533870	IL00535920
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IL00522130	IL00524330	IL00526020	IL00528030	IL00529830	IL00531830	IL00534120	IL00536020
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IL00523460	IL00525460	IL00527360	IL00529090	IL00531120	IL00533400	IL00535350	IL00537180
IL00523470	IL00525480	IL00527400	IL00529120	IL00531130	IL00533410	IL00535390	IL00537190
IL00523480	IL00525530	IL00527460	IL00529130	IL00531170	IL00533420	IL00535420	IL00537200

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00537330	IL00539460	IL00541310	IL00543390	IL00545190	IL00546830	IL00549210	IL00551360
IL00537340	IL00539470	IL00541340	IL00543410	IL00545210	IL00546860	IL00549220	IL00551370
IL00537390	IL00539480	IL00541370	IL00543470	IL00545230	IL00546870	IL00549250	IL00551380
IL00537450	IL00539500	IL00541380	IL00543490	IL00545250	IL00546880	IL00549260	IL00551400
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IL00537480	IL00539580	IL00541420	IL00543530	IL00545300	IL00546980	IL00549430	IL00551560
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IL00537610	IL00539710	IL00541520	IL00543560	IL00545410	IL00547030	IL00549450	IL00551630
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00585640	IL00587730	IL00589700	IL00591480	IL00593760	IL00595780	IL00597610	IL00599620
IL00585700	IL00587750	IL00589710	IL00591510	IL00593780	IL00595840	IL00597630	IL00599630
IL00585720	IL00587760	IL00589720	IL00591550	IL00593850	IL00595900	IL00597690	IL00599740
IL00585740	IL00587770	IL00589730	IL00591610	IL00593860	IL00595910	IL00597730	IL00599750
IL00585910	IL00587800	IL00589740	IL00591800	IL00593890	IL00595920	IL00597900	IL00599760
IL00585940	IL00587860	IL00589750	IL00591850	IL00593900	IL00595930	IL00597940	IL00599810
IL00585960	IL00587880	IL00589770	IL00591900	IL00593950	IL00595970	IL00597950	IL00599840
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IL00585990	IL00587950	IL00589830	IL00591970	IL00594030	IL00596010	IL00597970	IL00599900
IL00586020	IL00587960	IL00589840	IL00592010	IL00594110	IL00596040	IL00597990	IL00599910
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IL00586230	IL00588030	IL00589930	IL00592140	IL00594170	IL00596180	IL00598200	IL00600100
IL00586260	IL00588090	IL00589940	IL00592190	IL00594200	IL00596190	IL00598210	IL00600110
IL00586360	IL00588200	IL00589950	IL00592230	IL00594220	IL00596200	IL00598220	IL00600120
IL00586390	IL00588220	IL00589960	IL00592290	IL00594290	IL00596230	IL00598230	IL00600150
IL00586440	IL00588230	IL00590010	IL00592310	IL00594300	IL00596280	IL00598280	IL00600170
IL00586460	IL00588300	IL00590030	IL00592360	IL00594370	IL00596300	IL00598290	IL00600190
IL00586520	IL00588320	IL00590050	IL00592390	IL00594380	IL00596310	IL00598340	IL00600200
IL00586530	IL00588330	IL00590060	IL00592520	IL00594420	IL00596320	IL00598360	IL00600230
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IL00586550	IL00588470	IL00590100	IL00592620	IL00594450	IL00596340	IL00598420	IL00600290
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IL00586580	IL00588530	IL00590160	IL00592720	IL00594560	IL00596400	IL00598570	IL00600310
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IL00586700	IL00588560	IL00590280	IL00592740	IL00594600	IL00596450	IL00598640	IL00600380
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IL00586860	IL00588740	IL00590480	IL00592920	IL00594800	IL00596760	IL00598880	IL00600460
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IL00600500	IL00602210	IL00603980	IL00605660	IL00607510	IL00609280	IL00611400	IL00613270
IL00600510	IL00602220	IL00603990	IL00605710	IL00607570	IL00609300	IL00611510	IL00613280
IL00600520	IL00602330	IL00604030	IL00605720	IL00607590	IL00609310	IL00611560	IL00613320
IL00600540	IL00602340	IL00604040	IL00605750	IL00607660	IL00609320	IL00611570	IL00613340
IL00600620	IL00602380	IL00604140	IL00605760	IL00607680	IL00609360	IL00611590	IL00613360
IL00600660	IL00602400	IL00604150	IL00605770	IL00607690	IL00609420	IL00611610	IL00613400
IL00600680	IL00602410	IL00604190	IL00605800	IL00607700	IL00609450	IL00611630	IL00613410
IL00600710	IL00602500	IL00604340	IL00605810	IL00607720	IL00609480	IL00611640	IL00613460
IL00600730	IL00602520	IL00604370	IL00605820	IL00607730	IL00609490	IL00611690	IL00613490
IL00600760	IL00602570	IL00604410	IL00605830	IL00607750	IL00609550	IL00611700	IL00613500
IL00600770	IL00602650	IL00604430	IL00605840	IL00607760	IL00609620	IL00611710	IL00613520
IL00600800	IL00602660	IL00604440	IL00605890	IL00607770	IL00609630	IL00611720	IL00613530
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IL00600830	IL00602710	IL00604480	IL00605980	IL00607810	IL00609690	IL00611770	IL00613570
IL00600890	IL00602730	IL00604490	IL00605990	IL00607850	IL00609700	IL00611780	IL00613590
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IL00600990	IL00602860	IL00604550	IL00606110	IL00607940	IL00609750	IL00611850	IL00613720
IL00601030	IL00602920	IL00604570	IL00606160	IL00608010	IL00609790	IL00611880	IL00613780
IL00601080	IL00602930	IL00604690	IL00606240	IL00608020	IL00609830	IL00611910	IL00613790
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IL00601140	IL00602970	IL00604710	IL00606260	IL00608050	IL00609880	IL00611980	IL00613900
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IL00601200	IL00603030	IL00604750	IL00606280	IL00608090	IL00609900	IL00612010	IL00613970
IL00601210	IL00603040	IL00604760	IL00606300	IL00608100	IL00609910	IL00612020	IL00613990
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IL00601270	IL00603070	IL00604800	IL00606320	IL00608140	IL00609940	IL00612060	IL00614080
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IL00601410	IL00603180	IL00604970	IL00606490	IL00608250	IL00610060	IL00612240	IL00614130
IL00601440	IL00603190	IL00604980	IL00606500	IL00608260	IL00610070	IL00612290	IL00614140
IL00601450	IL00603200	IL00605010	IL00606540	IL00608290	IL00610130	IL00612330	IL00614170
IL00601460	IL00603210	IL00605040	IL00606550	IL00608320	IL00610150	IL00612360	IL00614210
IL00601490	IL00603220	IL00605060	IL00606570	IL00608340	IL00610200	IL00612370	IL00614300
IL00601500	IL00603250	IL00605070	IL00606580	IL00608350	IL00610230	IL00612390	IL00614330
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IL00601530	IL00603340	IL00605090	IL00606640	IL00608390	IL00610440	IL00612420	IL00614410
IL00601550	IL00603420	IL00605110	IL00606650	IL00608400	IL00610450	IL00612430	IL00614420
IL00601560	IL00603440	IL00605120	IL00606660	IL00608410	IL00610520	IL00612470	IL00614440
IL00601680	IL00603460	IL00605130	IL00606700	IL00608450	IL00610530	IL00612550	IL00614490
IL00601730	IL00603470	IL00605140	IL00606710	IL00608480	IL00610540	IL00612570	IL00614500
IL00601740	IL00603480	IL00605150	IL00606720	IL00608490	IL00610560	IL00612600	IL00614520
IL00601750	IL00603530	IL00605160	IL00606750	IL00608510	IL00610580	IL00612620	IL00614530
IL00601770	IL00603560	IL00605240	IL00606760	IL00608540	IL00610590	IL00612630	IL00614570
IL00601780	IL00603580	IL00605290	IL00606850	IL00608600	IL00610620	IL00612650	IL00614600
IL00601790	IL00603620	IL00605300	IL00606880	IL00608700	IL00610640	IL00612680	IL00614610
IL00601800	IL00603650	IL00605370	IL00606890	IL00608790	IL00610650	IL00612690	IL00614780
IL00601830	IL00603670	IL00605390	IL00606910	IL00608830	IL00610660	IL00612720	IL00614790
IL00601840	IL00603680	IL00605410	IL00607090	IL00608840	IL00610670	IL00612730	IL00614820
IL00601850	IL00603690	IL00605470	IL00607100	IL00608850	IL00610680	IL00612750	IL00614850
IL00601960	IL00603700	IL00605480	IL00607110	IL00608860	IL00610690	IL00612760	IL00614860
IL00601970	IL00603710	IL00605520	IL00607120	IL00608880	IL00610830	IL00612770	IL00614870
IL00602010	IL00603730	IL00605530	IL00607130	IL00608980	IL00610850	IL00612820	IL00614880
IL00602030	IL00603740	IL00605540	IL00607250	IL00609030	IL00610860	IL00612830	IL00614920
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IL00602060	IL00603780	IL00605570	IL00607290	IL00609050	IL00611140	IL00612920	IL00614970
IL00602080	IL00603820	IL00605610	IL00607310	IL00609160	IL00611160	IL00612930	IL00615000
IL00602100	IL00603830	IL00605620	IL00607330	IL00609200	IL00611170	IL00612970	IL00615010
IL00602140	IL00603840	IL00605630	IL00607340	IL00609210	IL00611230	IL00612980	IL00615020
IL00602150	IL00603890	IL00605640	IL00607360	IL00609240	IL00611240	IL00613000	IL00615030
IL00602200	IL00603970	IL00605650	IL00607380	IL00609270	IL00611260	IL00613120	IL00615040

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IL00615060	IL00617060	IL00619000	IL00620790	IL00622610	IL00624310	IL00625920	IL00627970
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IL00615090	IL00617100	IL00619080	IL00620840	IL00622630	IL00624400	IL00625990	IL00628030
IL00615120	IL00617120	IL00619100	IL00620850	IL00622650	IL00624420	IL00626000	IL00628040
IL00615160	IL00617130	IL00619110	IL00620880	IL00622670	IL00624440	IL00626010	IL00628120
IL00615210	IL00617170	IL00619120	IL00620890	IL00622700	IL00624460	IL00626020	IL00628130
IL00615260	IL00617180	IL00619230	IL00620930	IL00622710	IL00624470	IL00626040	IL00628190
IL00615360	IL00617210	IL00619250	IL00620940	IL00622720	IL00624500	IL00626120	IL00628200
IL00615450	IL00617220	IL00619260	IL00620980	IL00622730	IL00624510	IL00626130	IL00628230
IL00615510	IL00617240	IL00619280	IL00621000	IL00622770	IL00624580	IL00626150	IL00628240
IL00615540	IL00617250	IL00619290	IL00621030	IL00622800	IL00624590	IL00626160	IL00628250
IL00615580	IL00617260	IL00619320	IL00621040	IL00622820	IL00624620	IL00626170	IL00628260
IL00615590	IL00617270	IL00619330	IL00621050	IL00622850	IL00624630	IL00626180	IL00628280
IL00615600	IL00617280	IL00619360	IL00621070	IL00622860	IL00624640	IL00626190	IL00628290
IL00615610	IL00617310	IL00619370	IL00621080	IL00622910	IL00624660	IL00626200	IL00628300
IL00615630	IL00617330	IL00619400	IL00621090	IL00622960	IL00624710	IL00626210	IL00628320
IL00615640	IL00617350	IL00619430	IL00621220	IL00623000	IL00624720	IL00626230	IL00628330
IL00615650	IL00617360	IL00619470	IL00621250	IL00623010	IL00624750	IL00626240	IL00628350
IL00615680	IL00617370	IL00619490	IL00621290	IL00623120	IL00624760	IL00626280	IL00628370
IL00615700	IL00617390	IL00619510	IL00621310	IL00623190	IL00624770	IL00626290	IL00628380
IL00615770	IL00617410	IL00619520	IL00621320	IL00623220	IL00624790	IL00626370	IL00628410
IL00615860	IL00617470	IL00619540	IL00621360	IL00623300	IL00624870	IL00626380	IL00628450
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IL00616100	IL00617620	IL00619590	IL00621440	IL00623450	IL00624960	IL00626510	IL00628500
IL00616120	IL00617640	IL00619600	IL00621450	IL00623460	IL00624980	IL00626520	IL00628530
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IL00616180	IL00617690	IL00619690	IL00621500	IL00623490	IL00625090	IL00626730	IL00628640
IL00616230	IL00617710	IL00619700	IL00621520	IL00623510	IL00625120	IL00626830	IL00628650
IL00616250	IL00617730	IL00619730	IL00621560	IL00623520	IL00625150	IL00626900	IL00628660
IL00616260	IL00617740	IL00619740	IL00621570	IL00623560	IL00625160	IL00626910	IL00628690
IL00616310	IL00617760	IL00619780	IL00621580	IL00623590	IL00625180	IL00626940	IL00628720
IL00616350	IL00617840	IL00619830	IL00621590	IL00623620	IL00625190	IL00626990	IL00628790
IL00616370	IL00617980	IL00619840	IL00621600	IL00623650	IL00625200	IL00627070	IL00628820
IL00616410	IL00618110	IL00619850	IL00621630	IL00623670	IL00625210	IL00627100	IL00628840
IL00616440	IL00618190	IL00619860	IL00621640	IL00623680	IL00625230	IL00627150	IL00628850
IL00616450	IL00618210	IL00619880	IL00621660	IL00623690	IL00625250	IL00627190	IL00628880
IL00616460	IL00618220	IL00619930	IL00621670	IL00623730	IL00625260	IL00627300	IL00628890
IL00616470	IL00618260	IL00619940	IL00621700	IL00623770	IL00625360	IL00627370	IL00628900
IL00616480	IL00618300	IL00620010	IL00621710	IL00623800	IL00625370	IL00627390	IL00628910
IL00616500	IL00618320	IL00620060	IL00621720	IL00623860	IL00625380	IL00627400	IL00628920
IL00616510	IL00618330	IL00620070	IL00621750	IL00623890	IL00625460	IL00627410	IL00628940
IL00616570	IL00618360	IL00620100	IL00621850	IL00623900	IL00625500	IL00627420	IL00629000
IL00616580	IL00618370	IL00620120	IL00621870	IL00623910	IL00625510	IL00627430	IL00629020
IL00616620	IL00618390	IL00620140	IL00621930	IL00623930	IL00625520	IL00627450	IL00629030
IL00616680	IL00618400	IL00620150	IL00621940	IL00623940	IL00625530	IL00627500	IL00629070
IL00616690	IL00618410	IL00620180	IL00621960	IL00623950	IL00625540	IL00627510	IL00629080
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IL00616710	IL00618550	IL00620280	IL00622090	IL00623980	IL00625630	IL00627550	IL00629120
IL00616720	IL00618640	IL00620360	IL00622120	IL00624000	IL00625650	IL00627560	IL00629190
IL00616770	IL00618670	IL00620410	IL00622160	IL00624010	IL00625660	IL00627570	IL00629210
IL00616820	IL00618740	IL00620420	IL00622300	IL00624020	IL00625730	IL00627590	IL00629220
IL00616840	IL00618750	IL00620450	IL00622340	IL00624050	IL00625740	IL00627610	IL00629250
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IL00616960	IL00618880	IL00620510	IL00622390	IL00624150	IL00625820	IL00627640	IL00629700
IL00616970	IL00618890	IL00620630	IL00622430	IL00624210	IL00625830	IL00627730	IL00629760
IL00616980	IL00618910	IL00620660	IL00622540	IL00624220	IL00625840	IL00627760	IL00629770
IL00616990	IL00618940	IL00620670	IL00622550	IL00624230	IL00625870	IL00627770	IL00629800
IL00617010	IL00618970	IL00620690	IL00622590	IL00624250	IL00625880	IL00627910	IL00629820
IL00617030	IL00618990	IL00620770	IL00622600	IL00624300	IL00625900	IL00627950	IL00629850

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IL00629860	IL00632300	IL00634530	IL00636530	IL00638530	IL00640750	IL00642780	IL00644840
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IL00629910	IL00632360	IL00634630	IL00636640	IL00638600	IL00640820	IL00642800	IL00644940
IL00629930	IL00632370	IL00634700	IL00636680	IL00638610	IL00640830	IL00642830	IL00644950
IL00629950	IL00632380	IL00634710	IL00636730	IL00638620	IL00640850	IL00642850	IL00644960
IL00630090	IL00632420	IL00634720	IL00636810	IL00638680	IL00640930	IL00642860	IL00644990
IL00630110	IL00632490	IL00634750	IL00636900	IL00638690	IL00640940	IL00642920	IL00645000
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IL00630210	IL00632630	IL00634830	IL00637010	IL00638850	IL00641120	IL00643040	IL00645060
IL00630230	IL00632690	IL00634870	IL00637150	IL00638940	IL00641130	IL00643160	IL00645100
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IL00630350	IL00632730	IL00634950	IL00637260	IL00638980	IL00641210	IL00643240	IL00645150
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IL00630450	IL00632810	IL00634970	IL00637300	IL00639080	IL00641330	IL00643350	IL00645200
IL00630460	IL00632880	IL00635000	IL00637320	IL00639100	IL00641420	IL00643390	IL00645210
IL00630530	IL00632950	IL00635050	IL00637330	IL00639130	IL00641470	IL00643420	IL00645230
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IL00630800	IL00633260	IL00635310	IL00637450	IL00639310	IL00641680	IL00643630	IL00645480
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IL00630980	IL00633420	IL00635430	IL00637500	IL00639410	IL00641720	IL00643780	IL00645520
IL00630990	IL00633480	IL00635440	IL00637540	IL00639430	IL00641750	IL00643800	IL00645540
IL00631030	IL00633490	IL00635480	IL00637550	IL00639770	IL00641770	IL00643840	IL00645570
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IL00631650	IL00633990	IL00635980	IL00637920	IL00640260	IL00642090	IL00644380	IL00646090
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IL00631800	IL00634020	IL00636010	IL00637950	IL00640320	IL00642140	IL00644400	IL00646180
IL00631810	IL00634030	IL00636020	IL00637970	IL00640330	IL00642150	IL00644410	IL00646210
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IL00631900	IL00634060	IL00636060	IL00638000	IL00640400	IL00642280	IL00644440	IL00646350
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IL00632030	IL00634240	IL00636150	IL00638180	IL00640470	IL00642420	IL00644520	IL00646520
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IL00632060	IL00634260	IL00636200	IL00638300	IL00640490	IL00642450	IL00644630	IL00646600
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IL00632140	IL00634390	IL00636400	IL00638460	IL00640660	IL00642580	IL00644720	IL00646660
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IL00632190	IL00634410	IL00636440	IL00638500	IL00640730	IL00642680	IL00644780	IL00646730
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL00646760	IL00648690	IL00650520	IL00652190	IL00653970	IL00655650	IL00657730	IL00659810
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IL00646830	IL00648920	IL00650650	IL00652490	IL00654030	IL00655760	IL00657880	IL00660050
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IL00647680	IL00649710	IL00651350	IL00653080	IL00654590	IL00656530	IL00658610	IL00660850
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00662000	IL00664030	IL00665670	IL00667980	IL00670250	IL00672030	IL00673880	IL00675880
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IL00662060	IL00664120	IL00665700	IL00668000	IL00670270	IL00672190	IL00673960	IL00675930
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IL00663120	IL00664830	IL00667070	IL00669360	IL00671240	IL00673220	IL00674910	IL00676800
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IL00663660	IL00665450	IL00667720	IL00670080	IL00671870	IL00673760	IL00675710	IL00677370
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IL00663730	IL00665510	IL00667810	IL00670130	IL00671890	IL00673790	IL00675760	IL00677470
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00678210	IL00680140	IL00682090	IL00684430	IL00686370	IL00688540	IL00690570	IL00692440
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IL00678970	IL00680540	IL00682530	IL00684890	IL00686800	IL00688800	IL00691080	IL00692920
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IL00679240	IL00680900	IL00683070	IL00685240	IL00687160	IL00689020	IL00691360	IL00693400
IL00679260	IL00680910	IL00683080	IL00685280	IL00687170	IL00689040	IL00691370	IL00693450
IL00679270	IL00680920	IL00683090	IL00685290	IL00687210	IL00689050	IL00691410	IL00693580
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IL00679340	IL00681080	IL00683160	IL00685340	IL00687260	IL00689170	IL00691500	IL00693680
IL00679370	IL00681090	IL00683170	IL00685350	IL00687360	IL00689310	IL00691540	IL00693790
IL00679380	IL00681170	IL00683190	IL00685370	IL00687420	IL00689320	IL00691550	IL00693880
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IL00679540	IL00681520	IL00683480	IL00685600	IL00687710	IL00689850	IL00691730	IL00694090
IL00679590	IL00681530	IL00683640	IL00685670	IL00687760	IL00689900	IL00691740	IL00694100

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IL00694130	IL00695690	IL00697260	IL00699100	IL00701200	IL00703000	IL00705110	IL00707310
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IL00694180	IL00695780	IL00697320	IL00699190	IL00701330	IL00703030	IL00705310	IL00707440
IL00694200	IL00695800	IL00697350	IL00699210	IL00701340	IL00703110	IL00705340	IL00707500
IL00694210	IL00695810	IL00697380	IL00699240	IL00701350	IL00703120	IL00705370	IL00707540
IL00694220	IL00695850	IL00697400	IL00699250	IL00701480	IL00703140	IL00705380	IL00707560
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IL00694840	IL00696580	IL00698150	IL00700150	IL00702270	IL00704140	IL00706360	IL00708460
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IL00695150	IL00696850	IL00698510	IL00700570	IL00702680	IL00704430	IL00706850	IL00708650
IL00695170	IL00696870	IL00698530	IL00700580	IL00702700	IL00704440	IL00706890	IL00708740
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IL00695550	IL00697210	IL00699020	IL00701110	IL00702970	IL00705030	IL00707230	IL00709360
IL00695630	IL00697220	IL00699080	IL00701150	IL00702980	IL00705050	IL00707290	IL00709380
IL00695640	IL00697240	IL00699090	IL00701160	IL00702990	IL00705060	IL00707300	IL00709430

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL00709440	IL00711620	IL00713640	IL00715640	IL00717260	IL00719300	IL00720910	IL00723030
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IL00709460	IL00711660	IL00713670	IL00715700	IL00717340	IL00719330	IL00721150	IL00723120
IL00709590	IL00711680	IL00713690	IL00715710	IL00717370	IL00719350	IL00721170	IL00723130
IL00709640	IL00711710	IL00713750	IL00715750	IL00717470	IL00719360	IL00721200	IL00723140
IL00709750	IL00711730	IL00713840	IL00715760	IL00717500	IL00719370	IL00721240	IL00723150
IL00709850	IL00711740	IL00713850	IL00715820	IL00717510	IL00719380	IL00721460	IL00723190
IL00709860	IL00711750	IL00713860	IL00715830	IL00717520	IL00719420	IL00721520	IL00723220
IL00709900	IL00711790	IL00713910	IL00715870	IL00717530	IL00719440	IL00721550	IL00723350
IL00709930	IL00711920	IL00713930	IL00715900	IL00717560	IL00719470	IL00721670	IL00723420
IL00709950	IL00711960	IL00713960	IL00715920	IL00717570	IL00719490	IL00721680	IL00723470
IL00709990	IL00712010	IL00714000	IL00715990	IL00717580	IL00719520	IL00721710	IL00723500
IL00710050	IL00712070	IL00714010	IL00716020	IL00717660	IL00719530	IL00721730	IL00723530
IL00710140	IL00712100	IL00714040	IL00716030	IL00717700	IL00719550	IL00721760	IL00723550
IL00710210	IL00712120	IL00714070	IL00716040	IL00717730	IL00719560	IL00721790	IL00723560
IL00710260	IL00712190	IL00714090	IL00716050	IL00717780	IL00719570	IL00721850	IL00723590
IL00710270	IL00712230	IL00714130	IL00716060	IL00717890	IL00719590	IL00721880	IL00723600
IL00710340	IL00712240	IL00714160	IL00716120	IL00717990	IL00719600	IL00721920	IL00723620
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IL00710500	IL00712290	IL00714320	IL00716160	IL00718130	IL00719690	IL00722060	IL00723650
IL00710510	IL00712320	IL00714340	IL00716180	IL00718160	IL00719830	IL00722070	IL00723660
IL00710530	IL00712350	IL00714390	IL00716200	IL00718210	IL00719860	IL00722080	IL00723680
IL00710540	IL00712460	IL00714400	IL00716210	IL00718240	IL00719880	IL00722100	IL00723690
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IL00710600	IL00712670	IL00714590	IL00716330	IL00718400	IL00720110	IL00722190	IL00723860
IL00710630	IL00712750	IL00714600	IL00716380	IL00718420	IL00720130	IL00722240	IL00723870
IL00710640	IL00712800	IL00714620	IL00716400	IL00718430	IL00720180	IL00722260	IL00723880
IL00710650	IL00712810	IL00714630	IL00716410	IL00718450	IL00720230	IL00722280	IL00723930
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IL00710710	IL00712860	IL00714790	IL00716470	IL00718530	IL00720280	IL00722350	IL00724000
IL00710770	IL00712870	IL00714890	IL00716490	IL00718540	IL00720310	IL00722360	IL00724020
IL00710790	IL00712900	IL00715000	IL00716520	IL00718550	IL00720320	IL00722390	IL00724030
IL00710800	IL00712920	IL00715030	IL00716530	IL00718560	IL00720330	IL00722400	IL00724040
IL00710820	IL00712930	IL00715070	IL00716600	IL00718600	IL00720340	IL00722410	IL00724050
IL00710880	IL00712960	IL00715090	IL00716610	IL00718610	IL00720360	IL00722420	IL00724070
IL00710900	IL00712970	IL00715120	IL00716710	IL00718620	IL00720370	IL00722430	IL00724080
IL00710930	IL00712990	IL00715150	IL00716740	IL00718660	IL00720380	IL00722550	IL00724110
IL00710940	IL00713010	IL00715160	IL00716750	IL00718690	IL00720390	IL00722590	IL00724120
IL00710950	IL00713040	IL00715180	IL00716760	IL00718730	IL00720400	IL00722610	IL00724130
IL00711010	IL00713060	IL00715200	IL00716790	IL00718750	IL00720480	IL00722660	IL00724140
IL00711040	IL00713100	IL00715230	IL00716800	IL00718790	IL00720490	IL00722690	IL00724150
IL00711110	IL00713190	IL00715280	IL00716810	IL00718830	IL00720500	IL00722700	IL00724190
IL00711120	IL00713210	IL00715290	IL00716830	IL00718840	IL00720560	IL00722710	IL00724200
IL00711270	IL00713220	IL00715320	IL00716840	IL00718850	IL00720580	IL00722750	IL00724210
IL00711330	IL00713250	IL00715350	IL00716920	IL00718890	IL00720590	IL00722780	IL00724220
IL00711370	IL00713270	IL00715380	IL00716960	IL00718950	IL00720610	IL00722790	IL00724230
IL00711390	IL00713280	IL00715400	IL00716970	IL00718970	IL00720670	IL00722840	IL00724260
IL00711400	IL00713290	IL00715420	IL00717040	IL00719000	IL00720680	IL00722850	IL00724270
IL00711470	IL00713370	IL00715510	IL00717050	IL00719030	IL00720710	IL00722870	IL00724310
IL00711500	IL00713410	IL00715520	IL00717060	IL00719050	IL00720720	IL00722890	IL00724340
IL00711510	IL00713450	IL00715530	IL00717110	IL00719060	IL00720730	IL00722900	IL00724360
IL00711530	IL00713470	IL00715540	IL00717150	IL00719070	IL00720780	IL00722920	IL00724370
IL00711540	IL00713480	IL00715550	IL00717170	IL00719080	IL00720790	IL00722940	IL00724380
IL00711560	IL00713500	IL00715560	IL00717180	IL00719100	IL00720800	IL00722950	IL00724490
IL00711570	IL00713510	IL00715590	IL00717220	IL00719220	IL00720810	IL00722960	IL00724590
IL00711590	IL00713520	IL00715600	IL00717240	IL00719240	IL00720820	IL00722970	IL00724620
IL00711600	IL00713560	IL00715620	IL00717250	IL00719250	IL00720830	IL00722980	IL00724640

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL00724670	IL00726560	IL00728480	IL00730210	IL00732470	IL00734430	IL00736660	IL00738630
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IL00724710	IL00726620	IL00728530	IL00730330	IL00732600	IL00734460	IL00736690	IL00738660
IL00724750	IL00726630	IL00728590	IL00730530	IL00732640	IL00734530	IL00736700	IL00738680
IL00724760	IL00726770	IL00728600	IL00730580	IL00732650	IL00734540	IL00736710	IL00738710
IL00724770	IL00726790	IL00728630	IL00730600	IL00732660	IL00734550	IL00736720	IL00738730
IL00724840	IL00726810	IL00728640	IL00730610	IL00732740	IL00734770	IL00736750	IL00738740
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IL00724910	IL00726930	IL00728680	IL00730720	IL00732850	IL00734810	IL00736780	IL00738820
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IL00724960	IL00726970	IL00728740	IL00730910	IL00733080	IL00734890	IL00736870	IL00738870
IL00724970	IL00726980	IL00728840	IL00730920	IL00733090	IL00734960	IL00736880	IL00738880
IL00724990	IL00727020	IL00728860	IL00730970	IL00733170	IL00734990	IL00736890	IL00738910
IL00725010	IL00727030	IL00728870	IL00731020	IL00733190	IL00735020	IL00736910	IL00738920
IL00725060	IL00727070	IL00728880	IL00731060	IL00733220	IL00735050	IL00736920	IL00738930
IL00725070	IL00727140	IL00728940	IL00731100	IL00733230	IL00735090	IL00737190	IL00738940
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IL00740740	IL00742840	IL00744880	IL00746800	IL00748610	IL00750250	IL00751780	IL00753520
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00785210	IL00787060	IL00789130	IL00790640	IL00792520	IL00794430	IL00796000	IL00797710
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00801430	IL00803330	IL00804710	IL00806300	IL00808060	IL00809880	IL00811710	IL00813200
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00813450	IL00815460	IL00817510	IL00819170	IL00820760	IL00822270	IL00824370	IL00826340
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00910540	IL00912230	IL00913640	IL00915500	IL00916950	IL00918570	IL00920280	IL00922270
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL00978830	IL00980850	IL00982630	IL00984630	IL00986240	IL00988040	IL00989910	IL00991890
IL00978850	IL00980880	IL00982780	IL00984700	IL00986250	IL00988080	IL00989920	IL00991910
IL00978910	IL00980910	IL00982790	IL00984710	IL00986260	IL00988090	IL00989990	IL00991950
IL00978940	IL00980950	IL00982810	IL00984720	IL00986390	IL00988110	IL00990010	IL00991960
IL00979040	IL00980960	IL00982820	IL00984730	IL00986440	IL00988130	IL00990030	IL00992060
IL00979050	IL00980990	IL00982840	IL00984820	IL00986490	IL00988150	IL00990060	IL00992130
IL00979090	IL00981000	IL00982850	IL00984830	IL00986510	IL00988170	IL00990100	IL00992140
IL00979110	IL00981010	IL00982860	IL00984840	IL00986530	IL00988190	IL00990180	IL00992150
IL00979120	IL00981050	IL00982900	IL00984850	IL00986580	IL00988270	IL00990240	IL00992170
IL00979140	IL00981070	IL00982910	IL00984870	IL00986590	IL00988290	IL00990280	IL00992200
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IL00979200	IL00981130	IL00983000	IL00984890	IL00986610	IL00988380	IL00990300	IL00992290
IL00979250	IL00981140	IL00983010	IL00984900	IL00986630	IL00988450	IL00990320	IL00992300
IL00979260	IL00981150	IL00983070	IL00984950	IL00986640	IL00988460	IL00990330	IL00992310
IL00979270	IL00981160	IL00983100	IL00984970	IL00986670	IL00988470	IL00990350	IL00992320
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IL00979300	IL00981180	IL00983180	IL00985020	IL00986730	IL00988490	IL00990420	IL00992430
IL00979330	IL00981240	IL00983190	IL00985070	IL00986750	IL00988520	IL00990450	IL00992460
IL00979370	IL00981250	IL00983260	IL00985080	IL00986780	IL00988580	IL00990500	IL00992500
IL00979380	IL00981260	IL00983270	IL00985090	IL00986790	IL00988590	IL00990510	IL00992510
IL00979440	IL00981340	IL00983290	IL00985110	IL00986800	IL00988600	IL00990520	IL00992540
IL00979450	IL00981350	IL00983320	IL00985130	IL00986850	IL00988610	IL00990550	IL00992590
IL00979510	IL00981380	IL00983350	IL00985140	IL00986890	IL00988620	IL00990560	IL00992600
IL00979540	IL00981410	IL00983380	IL00985170	IL00986900	IL00988630	IL00990570	IL00992700
IL00979640	IL00981430	IL00983390	IL00985180	IL00986910	IL00988640	IL00990580	IL00992720
IL00979650	IL00981440	IL00983420	IL00985190	IL00986920	IL00988650	IL00990590	IL00992770
IL00979660	IL00981450	IL00983490	IL00985210	IL00986930	IL00988660	IL00990610	IL00992790
IL00979690	IL00981480	IL00983520	IL00985250	IL00986940	IL00988700	IL00990630	IL00992810
IL00979710	IL00981540	IL00983560	IL00985260	IL00986950	IL00988790	IL00990760	IL00992830
IL00979740	IL00981550	IL00983570	IL00985360	IL00986980	IL00988930	IL00990800	IL00992840
IL00979750	IL00981560	IL00983590	IL00985380	IL00987000	IL00988940	IL00990810	IL00992850
IL00979760	IL00981570	IL00983630	IL00985460	IL00987040	IL00988990	IL00990830	IL00992860
IL00979780	IL00981590	IL00983670	IL00985490	IL00987050	IL00989000	IL00990840	IL00992870
IL00979820	IL00981640	IL00983720	IL00985500	IL00987060	IL00989010	IL00990900	IL00992990
IL00979860	IL00981680	IL00983770	IL00985510	IL00987070	IL00989030	IL00990950	IL00993000
IL00979870	IL00981690	IL00983780	IL00985530	IL00987090	IL00989040	IL00990960	IL00993050
IL00979920	IL00981710	IL00983790	IL00985560	IL00987130	IL00989100	IL00991010	IL00993060
IL00979960	IL00981720	IL00983800	IL00985580	IL00987160	IL00989120	IL00991020	IL00993140
IL00979990	IL00981730	IL00983810	IL00985590	IL00987170	IL00989130	IL00991060	IL00993170
IL00980000	IL00981740	IL00983900	IL00985600	IL00987190	IL00989200	IL00991070	IL00993180
IL00980030	IL00981900	IL00983920	IL00985670	IL00987210	IL00989230	IL00991080	IL00993190
IL00980090	IL00981910	IL00983930	IL00985680	IL00987220	IL00989250	IL00991090	IL00993200
IL00980110	IL00981920	IL00983940	IL00985690	IL00987260	IL00989260	IL00991100	IL00993220
IL00980250	IL00981970	IL00983950	IL00985710	IL00987290	IL00989270	IL00991150	IL00993310
IL00980260	IL00981980	IL00983980	IL00985730	IL00987300	IL00989280	IL00991190	IL00993320
IL00980300	IL00981990	IL00984000	IL00985770	IL00987350	IL00989490	IL00991220	IL00993330
IL00980420	IL00982040	IL00984020	IL00985840	IL00987360	IL00989510	IL00991250	IL00993340
IL00980520	IL00982090	IL00984030	IL00985850	IL00987370	IL00989520	IL00991260	IL00993350
IL00980530	IL00982140	IL00984040	IL00985860	IL00987380	IL00989530	IL00991350	IL00993360
IL00980540	IL00982200	IL00984050	IL00985870	IL00987410	IL00989550	IL00991450	IL00993370
IL00980560	IL00982210	IL00984160	IL00985880	IL00987480	IL00989570	IL00991460	IL00993380
IL00980580	IL00982260	IL00984170	IL00985890	IL00987530	IL00989660	IL00991480	IL00993400
IL00980590	IL00982320	IL00984290	IL00985900	IL00987640	IL00989670	IL00991500	IL00993410

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IL00993420	IL00995670	IL00997330	IL00999040	IL01000890	IL01002560	IL01004510	IL01006540
IL00993450	IL00995680	IL00997340	IL00999060	IL01000910	IL01002590	IL01004540	IL01006550
IL00993480	IL00995730	IL00997350	IL00999120	IL01000920	IL01002600	IL01004560	IL01006580
IL00993520	IL00995870	IL00997380	IL00999180	IL01000960	IL01002620	IL01004590	IL01006590
IL00993530	IL00995880	IL00997390	IL00999210	IL01000970	IL01002630	IL01004610	IL01006610
IL00993570	IL00995910	IL00997430	IL00999220	IL01000990	IL01002640	IL01004680	IL01006630
IL00993580	IL00995930	IL00997440	IL00999240	IL01001020	IL01002680	IL01004770	IL01006650
IL00993750	IL00995940	IL00997470	IL00999250	IL01001070	IL01002690	IL01004810	IL01006670
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IL00993880	IL00996040	IL00997730	IL00999410	IL01001200	IL01002740	IL01004950	IL01006720
IL00993940	IL00996050	IL00997770	IL00999420	IL01001250	IL01002760	IL01005030	IL01006730
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IL00993990	IL00996140	IL00997800	IL00999530	IL01001310	IL01002860	IL01005170	IL01006800
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IL00994030	IL00996170	IL00997860	IL00999550	IL01001330	IL01002920	IL01005190	IL01006900
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IL00994100	IL00996200	IL00997880	IL00999600	IL01001360	IL01003020	IL01005240	IL01006950
IL00994120	IL00996220	IL00997890	IL00999610	IL01001390	IL01003060	IL01005350	IL01006960
IL00994150	IL00996240	IL00997900	IL00999640	IL01001400	IL01003090	IL01005380	IL01007000
IL00994160	IL00996250	IL00997910	IL00999680	IL01001440	IL01003110	IL01005420	IL01007020
IL00994170	IL00996260	IL00997970	IL00999700	IL01001480	IL01003240	IL01005430	IL01007050
IL00994180	IL00996300	IL00998030	IL00999720	IL01001490	IL01003320	IL01005450	IL01007070
IL00994220	IL00996320	IL00998080	IL00999730	IL01001500	IL01003360	IL01005490	IL01007100
IL00994240	IL00996360	IL00998130	IL00999770	IL01001510	IL01003370	IL01005510	IL01007130
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IL00994310	IL00996390	IL00998150	IL00999800	IL01001560	IL01003400	IL01005590	IL01007150
IL00994370	IL00996410	IL00998160	IL00999820	IL01001580	IL01003410	IL01005640	IL01007160
IL00994420	IL00996420	IL00998170	IL00999830	IL01001600	IL01003430	IL01005740	IL01007170
IL00994510	IL00996430	IL00998200	IL00999860	IL01001610	IL01003450	IL01005750	IL01007220
IL00994540	IL00996440	IL00998280	IL00999870	IL01001640	IL01003540	IL01005770	IL01007230
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IL00994640	IL00996560	IL00998350	IL00999940	IL01001730	IL01003680	IL01005840	IL01007280
IL00994680	IL00996570	IL00998370	IL00999960	IL01001800	IL01003700	IL01005860	IL01007300
IL00994690	IL00996590	IL00998400	IL01000050	IL01001810	IL01003720	IL01005870	IL01007310
IL00994700	IL00996620	IL00998420	IL01000200	IL01001830	IL01003730	IL01005910	IL01007330
IL00994820	IL00996630	IL00998450	IL01000260	IL01001850	IL01003760	IL01005940	IL01007350
IL00994860	IL00996670	IL00998460	IL01000270	IL01001870	IL01003780	IL01005970	IL01007360
IL00994910	IL00996720	IL00998470	IL01000280	IL01001890	IL01003830	IL01006000	IL01007370
IL00994930	IL00996740	IL00998510	IL01000300	IL01001940	IL01003840	IL01006020	IL01007390
IL00994940	IL00996770	IL00998530	IL01000310	IL01001960	IL01003880	IL01006050	IL01007420
IL00994950	IL00996810	IL00998560	IL01000320	IL01001990	IL01003920	IL01006060	IL01007430
IL00994960	IL00996820	IL00998580	IL01000350	IL01002000	IL01003980	IL01006070	IL01007490
IL00994990	IL00996870	IL00998590	IL01000360	IL01002010	IL01004070	IL01006120	IL01007540
IL00995000	IL00996880	IL00998620	IL01000370	IL01002120	IL01004080	IL01006140	IL01007590
IL00995030	IL00996940	IL00998650	IL01000380	IL01002140	IL01004090	IL01006150	IL01007610
IL00995040	IL00996960	IL00998690	IL01000390	IL01002150	IL01004170	IL01006160	IL01007620
IL00995060	IL00996980	IL00998700	IL01000410	IL01002180	IL01004190	IL01006200	IL01007650
IL00995120	IL00997040	IL00998730	IL01000480	IL01002210	IL01004220	IL01006210	IL01007660
IL00995170	IL00997080	IL00998760	IL01000500	IL01002240	IL01004230	IL01006220	IL01007670
IL00995300	IL00997100	IL00998770	IL01000570	IL01002260	IL01004250	IL01006250	IL01007680
IL00995340	IL00997110	IL00998790	IL01000580	IL01002280	IL01004270	IL01006280	IL01007710
IL00995350	IL00997140	IL00998800	IL01000610	IL01002350	IL01004280	IL01006290	IL01007720
IL00995370	IL00997250	IL00998830	IL01000630	IL01002440	IL01004300	IL01006380	IL01007770
IL00995440	IL00997260	IL00998860	IL01000640	IL01002460	IL01004310	IL01006390	IL01007780
IL00995500	IL00997280	IL00998890	IL01000670	IL01002470	IL01004390	IL01006410	IL01007790
IL00995570	IL00997290	IL00998950	IL01000690	IL01002500	IL01004430	IL01006420	IL01007800
IL00995590	IL00997300	IL00999000	IL01000760	IL01002520	IL01004440	IL01006450	IL01007820
IL00995600	IL00997310	IL00999010	IL01000880	IL01002540	IL01004470	IL01006470	IL01007850

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL01007870	IL01009390	IL01011260	IL01012800	IL01014550	IL01016380	IL01018550	IL01020500
IL01007880	IL01009450	IL01011290	IL01012830	IL01014630	IL01016490	IL01018580	IL01020530
IL01007890	IL01009470	IL01011300	IL01012880	IL01014700	IL01016530	IL01018640	IL01020540
IL01007910	IL01009570	IL01011310	IL01012890	IL01014720	IL01016590	IL01018650	IL01020570
IL01007930	IL01009580	IL01011320	IL01013010	IL01014730	IL01016600	IL01018710	IL01020610
IL01007940	IL01009590	IL01011330	IL01013040	IL01014740	IL01016620	IL01018730	IL01020620
IL01008000	IL01009630	IL01011340	IL01013050	IL01014760	IL01016640	IL01018790	IL01020630
IL01008020	IL01009700	IL01011400	IL01013110	IL01014790	IL01016650	IL01018850	IL01020640
IL01008040	IL01009710	IL01011410	IL01013120	IL01014800	IL01016670	IL01018860	IL01020650
IL01008070	IL01009730	IL01011420	IL01013130	IL01014870	IL01016710	IL01018870	IL01020670
IL01008090	IL01009750	IL01011450	IL01013160	IL01014880	IL01016760	IL01018880	IL01020690
IL01008100	IL01009760	IL01011470	IL01013170	IL01014930	IL01016770	IL01018900	IL01020710
IL01008110	IL01009810	IL01011480	IL01013220	IL01014960	IL01016800	IL01018910	IL01020740
IL01008130	IL01009850	IL01011500	IL01013280	IL01014990	IL01016810	IL01018920	IL01020750
IL01008200	IL01009860	IL01011510	IL01013310	IL01015050	IL01016860	IL01018940	IL01020780
IL01008250	IL01009870	IL01011590	IL01013330	IL01015060	IL01016870	IL01018950	IL01020810
IL01008270	IL01009890	IL01011620	IL01013360	IL01015070	IL01016880	IL01018970	IL01020860
IL01008300	IL01009900	IL01011630	IL01013380	IL01015120	IL01016890	IL01019000	IL01020880
IL01008310	IL01009960	IL01011640	IL01013390	IL01015150	IL01016910	IL01019020	IL01020890
IL01008350	IL01010050	IL01011650	IL01013420	IL01015180	IL01016950	IL01019030	IL01020900
IL01008370	IL01010070	IL01011660	IL01013450	IL01015190	IL01016960	IL01019060	IL01020910
IL01008400	IL01010080	IL01011670	IL01013460	IL01015240	IL01017040	IL01019090	IL01020930
IL01008410	IL01010120	IL01011720	IL01013480	IL01015270	IL01017070	IL01019110	IL01020960
IL01008430	IL01010190	IL01011730	IL01013490	IL01015290	IL01017080	IL01019140	IL01020970
IL01008440	IL01010210	IL01011760	IL01013510	IL01015300	IL01017110	IL01019190	IL01020980
IL01008450	IL01010220	IL01011790	IL01013540	IL01015330	IL01017130	IL01019210	IL01021010
IL01008470	IL01010240	IL01011810	IL01013550	IL01015370	IL01017170	IL01019250	IL01021020
IL01008520	IL01010270	IL01011880	IL01013560	IL01015380	IL01017190	IL01019260	IL01021050
IL01008540	IL01010280	IL01011920	IL01013580	IL01015390	IL01017200	IL01019340	IL01021080
IL01008590	IL01010310	IL01011950	IL01013610	IL01015440	IL01017210	IL01019350	IL01021110
IL01008600	IL01010420	IL01011980	IL01013670	IL01015450	IL01017230	IL01019380	IL01021120
IL01008650	IL01010430	IL01012010	IL01013680	IL01015460	IL01017250	IL01019410	IL01021170
IL01008710	IL01010450	IL01012040	IL01013690	IL01015530	IL01017280	IL01019460	IL01021210
IL01008720	IL01010480	IL01012110	IL01013700	IL01015560	IL01017360	IL01019510	IL01021230
IL01008750	IL01010490	IL01012200	IL01013750	IL01015570	IL01017370	IL01019520	IL01021250
IL01008770	IL01010520	IL01012260	IL01013770	IL01015610	IL01017380	IL01019560	IL01021260
IL01008780	IL01010560	IL01012270	IL01013820	IL01015650	IL01017440	IL01019580	IL01021270
IL01008800	IL01010600	IL01012280	IL01013840	IL01015680	IL01017490	IL01019740	IL01021290
IL01008810	IL01010630	IL01012330	IL01013860	IL01015800	IL01017530	IL01019760	IL01021320
IL01008820	IL01010700	IL01012340	IL01013890	IL01015850	IL01017650	IL01019790	IL01021340
IL01008840	IL01010750	IL01012360	IL01013910	IL01015910	IL01017710	IL01019800	IL01021350
IL01009010	IL01010760	IL01012390	IL01013950	IL01015920	IL01017740	IL01019810	IL01021360
IL01009020	IL01010770	IL01012400	IL01014000	IL01015930	IL01017750	IL01019820	IL01021370
IL01009040	IL01010800	IL01012420	IL01014020	IL01015980	IL01017820	IL01019840	IL01021440
IL01009060	IL01010810	IL01012450	IL01014040	IL01015990	IL01017830	IL01019850	IL01021450
IL01009070	IL01010820	IL01012460	IL01014050	IL01016010	IL01017870	IL01019870	IL01021470
IL01009110	IL01010840	IL01012470	IL01014070	IL01016030	IL01017910	IL01019880	IL01021510
IL01009120	IL01010930	IL01012480	IL01014140	IL01016070	IL01017930	IL01019940	IL01021530
IL01009150	IL01010940	IL01012490	IL01014150	IL01016080	IL01017980	IL01019970	IL01021670
IL01009160	IL01010960	IL01012500	IL01014170	IL01016090	IL01018070	IL01020070	IL01021680
IL01009170	IL01010980	IL01012510	IL01014180	IL01016100	IL01018120	IL01020080	IL01021690
IL01009180	IL01010990	IL01012530	IL01014200	IL01016140	IL01018190	IL01020180	IL01021710
IL01009190	IL01011000	IL01012540	IL01014210	IL01016180	IL01018220	IL01020210	IL01021730
IL01009210	IL01011090	IL01012550	IL01014230	IL01016200	IL01018250	IL01020220	IL01021740
IL01009230	IL01011100	IL01012570	IL01014240	IL01016220	IL01018270	IL01020240	IL01021760
IL01009260	IL01011120	IL01012620	IL01014330	IL01016240	IL01018310	IL01020250	IL01021770
IL01009270	IL01011140	IL01012650	IL01014340	IL01016250	IL01018320	IL01020300	IL01021780
IL01009290	IL01011160	IL01012660	IL01014350	IL01016260	IL01018340	IL01020310	IL01021810
IL01009310	IL01011180	IL01012680	IL01014400	IL01016280	IL01018410	IL01020320	IL01021820
IL01009320	IL01011190	IL01012740	IL01014490	IL01016300	IL01018470	IL01020340	IL01021840
IL01009330	IL01011200	IL01012750	IL01014510	IL01016320	IL01018490	IL01020350	IL01021860
IL01009360	IL01011240	IL01012760	IL01014540	IL01016340	IL01018510	IL01020460	IL01021890

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL01021900	IL01023470	IL01025670	IL01027170	IL01028830	IL01030760	IL01032450	IL01034250
IL01021910	IL01023480	IL01025680	IL01027180	IL01028840	IL01030770	IL01032460	IL01034290
IL01021960	IL01023500	IL01025700	IL01027210	IL01028850	IL01030790	IL01032490	IL01034300
IL01021970	IL01023550	IL01025720	IL01027220	IL01028860	IL01030810	IL01032500	IL01034320
IL01021990	IL01023560	IL01025730	IL01027240	IL01028880	IL01030820	IL01032520	IL01034360
IL01022010	IL01023580	IL01025740	IL01027250	IL01028940	IL01030850	IL01032550	IL01034430
IL01022020	IL01023660	IL01025760	IL01027420	IL01029000	IL01030910	IL01032560	IL01034460
IL01022030	IL01023730	IL01025790	IL01027450	IL01029010	IL01030940	IL01032570	IL01034480
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IL01022090	IL01023940	IL01025860	IL01027520	IL01029090	IL01031020	IL01032770	IL01034530
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IL01022150	IL01023990	IL01025880	IL01027540	IL01029190	IL01031040	IL01032810	IL01034560
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IL01022170	IL01024020	IL01025920	IL01027560	IL01029230	IL01031090	IL01032880	IL01034640
IL01022190	IL01024060	IL01025950	IL01027590	IL01029240	IL01031120	IL01032950	IL01034650
IL01022260	IL01024080	IL01026000	IL01027600	IL01029280	IL01031140	IL01032960	IL01034660
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IL01022360	IL01024140	IL01026140	IL01027640	IL01029440	IL01031180	IL01033020	IL01034720
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IL01022610	IL01024430	IL01026500	IL01028100	IL01029730	IL01031530	IL01033440	IL01035140
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IL01022830	IL01024740	IL01026740	IL01028240	IL01029910	IL01031840	IL01033560	IL01035270
IL01022870	IL01024750	IL01026750	IL01028270	IL01029940	IL01031850	IL01033570	IL01035290
IL01022880	IL01024780	IL01026760	IL01028280	IL01029990	IL01031910	IL01033600	IL01035300
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IL01022900	IL01024850	IL01026820	IL01028320	IL01030040	IL01031950	IL01033640	IL01035350
IL01022920	IL01024890	IL01026840	IL01028340	IL01030050	IL01031970	IL01033650	IL01035370
IL01022950	IL01024920	IL01026850	IL01028380	IL01030060	IL01031980	IL01033680	IL01035380
IL01023070	IL01024990	IL01026860	IL01028400	IL01030070	IL01032080	IL01033700	IL01035420
IL01023120	IL01025000	IL01026890	IL01028450	IL01030100	IL01032090	IL01033710	IL01035430
IL01023150	IL01025010	IL01026910	IL01028500	IL01030120	IL01032100	IL01033770	IL01035460
IL01023180	IL01025050	IL01026920	IL01028510	IL01030140	IL01032110	IL01033780	IL01035500
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IL01023270	IL01025130	IL01026990	IL01028580	IL01030390	IL01032260	IL01033950	IL01035600
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IL01023330	IL01025260	IL01027040	IL01028600	IL01030460	IL01032300	IL01033990	IL01035660
IL01023350	IL01025270	IL01027080	IL01028620	IL01030560	IL01032310	IL01034000	IL01035670
IL01023360	IL01025290	IL01027100	IL01028630	IL01030590	IL01032320	IL01034010	IL01035680
IL01023390	IL01025330	IL01027110	IL01028660	IL01030610	IL01032330	IL01034020	IL01035690
IL01023410	IL01025630	IL01027120	IL01028720	IL01030620	IL01032350	IL01034030	IL01035700
IL01023420	IL01025640	IL01027140	IL01028750	IL01030630	IL01032370	IL01034100	IL01035720
IL01023430	IL01025650	IL01027150	IL01028770	IL01030710	IL01032420	IL01034160	IL01035730
IL01023440	IL01025660	IL01027160	IL01028780	IL01030750	IL01032430	IL01034170	IL01035760

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IL01035780	IL01037760	IL01039360	IL01041540	IL01043150	IL01045080	IL01046720	IL01048550
IL01035790	IL01037770	IL01039370	IL01041550	IL01043160	IL01045090	IL01046740	IL01048560
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IL01035830	IL01037800	IL01039460	IL01041590	IL01043200	IL01045130	IL01046840	IL01048620
IL01035930	IL01037810	IL01039540	IL01041750	IL01043290	IL01045210	IL01046860	IL01048630
IL01035950	IL01037830	IL01039550	IL01041760	IL01043300	IL01045240	IL01046870	IL01048640
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IL01036140	IL01037870	IL01039660	IL01041800	IL01043480	IL01045350	IL01046960	IL01048690
IL01036150	IL01037920	IL01039680	IL01041810	IL01043490	IL01045360	IL01046980	IL01048730
IL01036160	IL01037940	IL01039990	IL01041820	IL01043520	IL01045380	IL01046990	IL01048870
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IL01036510	IL01038280	IL01040610	IL01042300	IL01044010	IL01045660	IL01047430	IL01049320
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IL01036710	IL01038470	IL01040760	IL01042440	IL01044130	IL01045900	IL01047660	IL01049460
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IL01036790	IL01038540	IL01040820	IL01042460	IL01044170	IL01046050	IL01047690	IL01049550
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IL01036820	IL01038610	IL01040930	IL01042490	IL01044210	IL01046230	IL01047910	IL01049670
IL01036830	IL01038640	IL01040950	IL01042510	IL01044260	IL01046240	IL01047960	IL01049720
IL01036870	IL01038710	IL01040980	IL01042520	IL01044300	IL01046270	IL01047980	IL01049730
IL01036910	IL01038720	IL01041010	IL01042550	IL01044310	IL01046290	IL01048040	IL01049780
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IL01036950	IL01038840	IL01041070	IL01042660	IL01044420	IL01046310	IL01048080	IL01049820
IL01037010	IL01038860	IL01041090	IL01042670	IL01044440	IL01046330	IL01048090	IL01049860
IL01037050	IL01038870	IL01041100	IL01042680	IL01044450	IL01046360	IL01048110	IL01049910
IL01037070	IL01038890	IL01041110	IL01042690	IL01044490	IL01046370	IL01048180	IL01049940
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IL01037440	IL01039050	IL01041240	IL01042860	IL01044670	IL01046440	IL01048280	IL01050020
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IL01037560	IL01039240	IL01041330	IL01042940	IL01044870	IL01046590	IL01048340	IL01050230
IL01037650	IL01039250	IL01041340	IL01042950	IL01044880	IL01046600	IL01048370	IL01050240
IL01037660	IL01039270	IL01041350	IL01042960	IL01044890	IL01046610	IL01048410	IL01050250
IL01037680	IL01039300	IL01041360	IL01043030	IL01044970	IL01046630	IL01048430	IL01050260
IL01037690	IL01039310	IL01041410	IL01043080	IL01045020	IL01046640	IL01048460	IL01050290
IL01037700	IL01039340	IL01041440	IL01043130	IL01045030	IL01046700	IL01048480	IL01050340
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IL01050420	IL01052280	IL01054130	IL01055540	IL01057170	IL01058780	IL01060360	IL01062130
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IL01050520	IL01052390	IL01054180	IL01055560	IL01057210	IL01058890	IL01060390	IL01062170
IL01050530	IL01052400	IL01054200	IL01055580	IL01057240	IL01058900	IL01060420	IL01062180
IL01050570	IL01052430	IL01054210	IL01055670	IL01057280	IL01058940	IL01060430	IL01062200
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IL01050690	IL01052530	IL01054270	IL01055730	IL01057350	IL01058990	IL01060490	IL01062250
IL01050720	IL01052550	IL01054280	IL01055750	IL01057410	IL01059000	IL01060510	IL01062260
IL01050770	IL01052560	IL01054290	IL01055780	IL01057420	IL01059060	IL01060530	IL01062270
IL01050810	IL01052570	IL01054320	IL01055810	IL01057550	IL01059090	IL01060540	IL01062320
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IL01051150	IL01052780	IL01054480	IL01055970	IL01057660	IL01059210	IL01060670	IL01062460
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IL01051500	IL01053060	IL01054720	IL01056250	IL01057910	IL01059480	IL01061130	IL01062920
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IL01051540	IL01053130	IL01054750	IL01056310	IL01057950	IL01059580	IL01061210	IL01062950
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IL01051620	IL01053240	IL01054810	IL01056450	IL01058080	IL01059700	IL01061290	IL01063060
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IL01051740	IL01053480	IL01054950	IL01056700	IL01058200	IL01059780	IL01061450	IL01063160
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IL01051770	IL01053620	IL01055000	IL01056760	IL01058260	IL01059880	IL01061600	IL01063240
IL01051780	IL01053640	IL01055010	IL01056780	IL01058270	IL01059910	IL01061610	IL01063250
IL01051790	IL01053740	IL01055040	IL01056790	IL01058320	IL01059920	IL01061640	IL01063270
IL01051810	IL01053790	IL01055060	IL01056810	IL01058360	IL01059940	IL01061650	IL01063340
IL01051840	IL01053830	IL01055070	IL01056820	IL01058370	IL01059950	IL01061670	IL01063360
IL01051860	IL01053840	IL01055120	IL01056860	IL01058400	IL01059960	IL01061690	IL01063370
IL01051870	IL01053860	IL01055130	IL01056890	IL01058420	IL01059970	IL01061790	IL01063380
IL01051920	IL01053890	IL01055140	IL01056900	IL01058440	IL01059980	IL01061800	IL01063400
IL01051930	IL01053940	IL01055220	IL01056920	IL01058460	IL01059990	IL01061820	IL01063430
IL01052020	IL01053950	IL01055260	IL01056950	IL01058580	IL01060010	IL01061830	IL01063470
IL01052030	IL01053980	IL01055330	IL01056980	IL01058590	IL01060030	IL01061840	IL01063510
IL01052040	IL01054000	IL01055340	IL01056990	IL01058620	IL01060080	IL01061850	IL01063520
IL01052120	IL01054050	IL01055350	IL01057050	IL01058630	IL01060100	IL01061860	IL01063560
IL01052160	IL01054060	IL01055360	IL01057060	IL01058660	IL01060110	IL01061880	IL01063650
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IL01052220	IL01054100	IL01055420	IL01057110	IL01058730	IL01060220	IL01061930	IL01063680
IL01052270	IL01054110	IL01055510	IL01057160	IL01058760	IL01060320	IL01062000	IL01063760

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IL01092220	IL01093850	IL01095470	IL01097050	IL01098630	IL01100370	IL01102030	IL01103400
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IL01092280	IL01093980	IL01095520	IL01097120	IL01098710	IL01100420	IL01102080	IL01103460
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IL01103530	IL01105290	IL01107080	IL01108860	IL01110230	IL01111900	IL01113370	IL01114870
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IL01103630	IL01105440	IL01107170	IL01108940	IL01110460	IL01111980	IL01113490	IL01115010
IL01103690	IL01105460	IL01107180	IL01108960	IL01110480	IL01112000	IL01113550	IL01115030
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IL01103870	IL01105540	IL01107220	IL01109030	IL01110540	IL01112070	IL01113620	IL01115170
IL01103880	IL01105550	IL01107230	IL01109040	IL01110570	IL01112080	IL01113750	IL01115180
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IL01104100	IL01105710	IL01107500	IL01109240	IL01110800	IL01112280	IL01113860	IL01115290
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IL01105140	IL01107020	IL01108710	IL01110140	IL01111790	IL01113280	IL01114730	IL01116310
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IL01105230	IL01107050	IL01108810	IL01110200	IL01111860	IL01113320	IL01114800	IL01116340
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IL01116410	IL01118080	IL01119770	IL01121090	IL01122700	IL01124590	IL01126140	IL01127740
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IL01116600	IL01118140	IL01119860	IL01121140	IL01122740	IL01124660	IL01126240	IL01127830
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IL01117190	IL01118850	IL01120250	IL01121930	IL01123560	IL01125220	IL01126900	IL01128500
IL01117220	IL01118870	IL01120290	IL01121950	IL01123570	IL01125240	IL01126920	IL01128540
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IL01130910	IL01132640	IL01134370	IL01135980	IL01137490	IL01139420	IL01141300	IL01142760
IL01130950	IL01132650	IL01134390	IL01136010	IL01137570	IL01139470	IL01141330	IL01142800
IL01131030	IL01132660	IL01134420	IL01136040	IL01137580	IL01139530	IL01141350	IL01142810
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IL01131170	IL01132780	IL01134480	IL01136140	IL01137760	IL01139570	IL01141390	IL01142900
IL01131190	IL01132810	IL01134490	IL01136160	IL01137790	IL01139610	IL01141410	IL01142940
IL01131200	IL01132840	IL01134500	IL01136170	IL01137830	IL01139620	IL01141450	IL01142950
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IL01131320	IL01132970	IL01134570	IL01136270	IL01137920	IL01139720	IL01141620	IL01143090
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IL01131420	IL01133120	IL01134620	IL01136340	IL01137960	IL01139760	IL01141710	IL01143140
IL01131450	IL01133160	IL01134630	IL01136370	IL01137970	IL01139820	IL01141740	IL01143150
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IL01143210	IL01144900	IL01146490	IL01148240	IL01150400	IL01152070	IL01153650	IL01155640
IL01143230	IL01144910	IL01146550	IL01148250	IL01150420	IL01152080	IL01153670	IL01155660
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IL01143320	IL01144970	IL01146600	IL01148290	IL01150500	IL01152150	IL01153850	IL01155730
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IL01143460	IL01145040	IL01146670	IL01148430	IL01150580	IL01152350	IL01153940	IL01155810
IL01143480	IL01145120	IL01146760	IL01148440	IL01150610	IL01152390	IL01153950	IL01155820
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IL01144220	IL01145740	IL01147620	IL01149380	IL01151310	IL01152860	IL01154730	IL01156580
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IL01144860	IL01146460	IL01148200	IL01150340	IL01152000	IL01153560	IL01155620	IL01157320
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IL01157580	IL01159220	IL01161050	IL01162520	IL01164340	IL01166150	IL01168350	IL01169890
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IL01157710	IL01159270	IL01161140	IL01162630	IL01164480	IL01166310	IL01168390	IL01169930
IL01157770	IL01159280	IL01161160	IL01162640	IL01164520	IL01166330	IL01168410	IL01169990
IL01157790	IL01159300	IL01161170	IL01162650	IL01164530	IL01166350	IL01168420	IL01170090
IL01157800	IL01159330	IL01161200	IL01162740	IL01164590	IL01166360	IL01168450	IL01170110
IL01157820	IL01159340	IL01161210	IL01162760	IL01164680	IL01166370	IL01168490	IL01170120
IL01157830	IL01159350	IL01161220	IL01162780	IL01164700	IL01166380	IL01168500	IL01170130
IL01157840	IL01159360	IL01161230	IL01162800	IL01164710	IL01166390	IL01168520	IL01170190
IL01157880	IL01159370	IL01161250	IL01162820	IL01164760	IL01166410	IL01168530	IL01170270
IL01157890	IL01159380	IL01161320	IL01162890	IL01164770	IL01166420	IL01168540	IL01170310
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IL01157950	IL01159440	IL01161380	IL01162920	IL01164940	IL01166480	IL01168720	IL01170460
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IL01158280	IL01159810	IL01161590	IL01163390	IL01165320	IL01166900	IL01169160	IL01170950
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IL01158470	IL01160130	IL01161810	IL01163510	IL01165560	IL01167090	IL01169410	IL01171220
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IL01158570	IL01160330	IL01161870	IL01163570	IL01165630	IL01167150	IL01169450	IL01171240
IL01158580	IL01160340	IL01161880	IL01163580	IL01165640	IL01167170	IL01169470	IL01171280
IL01158590	IL01160370	IL01161900	IL01163590	IL01165660	IL01167180	IL01169480	IL01171300
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IL01158710	IL01160540	IL01162170	IL01163860	IL01165760	IL01167400	IL01169610	IL01171430
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IL01171860	IL01173450	IL01175210	IL01177010	IL01178690	IL01180300	IL01181760	IL01183210
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IL01171990	IL01173560	IL01175350	IL01177120	IL01178830	IL01180400	IL01181870	IL01183410
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IL01172770	IL01174360	IL01176130	IL01177800	IL01179560	IL01180980	IL01182310	IL01184070
IL01172800	IL01174390	IL01176150	IL01177810	IL01179580	IL01180990	IL01182320	IL01184080
IL01172810	IL01174410	IL01176180	IL01177840	IL01179620	IL01181000	IL01182340	IL01184100
IL01172840	IL01174420	IL01176190	IL01177850	IL01179640	IL01181010	IL01182400	IL01184110
IL01172870	IL01174430	IL01176260	IL01177870	IL01179670	IL01181050	IL01182410	IL01184160
IL01172880	IL01174440	IL01176270	IL01177880	IL01179680	IL01181060	IL01182480	IL01184180
IL01172950	IL01174450	IL01176310	IL01177900	IL01179700	IL01181070	IL01182520	IL01184190
IL01172970	IL01174460	IL01176420	IL01177910	IL01179820	IL01181080	IL01182590	IL01184200
IL01172980	IL01174500	IL01176430	IL01177920	IL01179830	IL01181100	IL01182620	IL01184260
IL01172990	IL01174530	IL01176440	IL01177930	IL01179840	IL01181110	IL01182630	IL01184310
IL01173010	IL01174560	IL01176460	IL01177960	IL01179850	IL01181120	IL01182640	IL01184320
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IL01173030	IL01174610	IL01176500	IL01178050	IL01179870	IL01181140	IL01182730	IL01184390
IL01173090	IL01174640	IL01176550	IL01178130	IL01179930	IL01181150	IL01182740	IL01184410
IL01173110	IL01174650	IL01176560	IL01178160	IL01179950	IL01181170	IL01182750	IL01184420
IL01173120	IL01174680	IL01176610	IL01178190	IL01179960	IL01181180	IL01182760	IL01184430
IL01173130	IL01174690	IL01176670	IL01178220	IL01179970	IL01181200	IL01182800	IL01184440
IL01173140	IL01174760	IL01176690	IL01178230	IL01179980	IL01181210	IL01182820	IL01184450
IL01173200	IL01174810	IL01176710	IL01178270	IL01180010	IL01181220	IL01182830	IL01184510
IL01173220	IL01174840	IL01176720	IL01178360	IL01180060	IL01181230	IL01182890	IL01184530
IL01173230	IL01174850	IL01176750	IL01178380	IL01180080	IL01181250	IL01182920	IL01184540
IL01173240	IL01174860	IL01176760	IL01178400	IL01180100	IL01181270	IL01182940	IL01184590
IL01173260	IL01174880	IL01176770	IL01178460	IL01180110	IL01181280	IL01182970	IL01184610
IL01173270	IL01174900	IL01176800	IL01178500	IL01180130	IL01181300	IL01182990	IL01184630
IL01173290	IL01174930	IL01176820	IL01178510	IL01180140	IL01181320	IL01183010	IL01184640
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IL01173340	IL01175030	IL01176870	IL01178580	IL01180220	IL01181420	IL01183060	IL01184690
IL01173390	IL01175050	IL01176890	IL01178630	IL01180230	IL01181470	IL01183080	IL01184700
IL01173410	IL01175100	IL01176900	IL01178640	IL01180260	IL01181510	IL01183090	IL01184720
IL01173420	IL01175110	IL01176930	IL01178650	IL01180270	IL01181560	IL01183110	IL01184730
IL01173430	IL01175150	IL01176940	IL01178670	IL01180280	IL01181580	IL01183120	IL01184740

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IL01184770	IL01186400	IL01188170	IL01189990	IL01191600	IL01193220	IL01194930	IL01196230
IL01184810	IL01186410	IL01188220	IL01190020	IL01191610	IL01193270	IL01194960	IL01196240
IL01184870	IL01186430	IL01188250	IL01190030	IL01191630	IL01193340	IL01194970	IL01196260
IL01184920	IL01186440	IL01188320	IL01190060	IL01191650	IL01193370	IL01194990	IL01196300
IL01184930	IL01186450	IL01188340	IL01190090	IL01191680	IL01193380	IL01195000	IL01196310
IL01184940	IL01186470	IL01188370	IL01190120	IL01191710	IL01193400	IL01195010	IL01196330
IL01184990	IL01186510	IL01188390	IL01190160	IL01191730	IL01193460	IL01195020	IL01196340
IL01185000	IL01186530	IL01188420	IL01190170	IL01191800	IL01193540	IL01195040	IL01196350
IL01185030	IL01186540	IL01188510	IL01190210	IL01191810	IL01193580	IL01195050	IL01196360
IL01185060	IL01186560	IL01188520	IL01190260	IL01191820	IL01193590	IL01195070	IL01196380
IL01185070	IL01186570	IL01188530	IL01190270	IL01191890	IL01193600	IL01195100	IL01196390
IL01185080	IL01186590	IL01188550	IL01190310	IL01192010	IL01193650	IL01195130	IL01196420
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IL01185120	IL01186620	IL01188600	IL01190340	IL01192030	IL01193680	IL01195200	IL01196450
IL01185140	IL01186630	IL01188610	IL01190430	IL01192100	IL01193720	IL01195240	IL01196490
IL01185150	IL01186670	IL01188630	IL01190450	IL01192110	IL01193780	IL01195290	IL01196500
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IL01185180	IL01186750	IL01188650	IL01190490	IL01192200	IL01193800	IL01195310	IL01196530
IL01185200	IL01186810	IL01188670	IL01190520	IL01192210	IL01193810	IL01195320	IL01196540
IL01185230	IL01186820	IL01188740	IL01190530	IL01192230	IL01193910	IL01195330	IL01196580
IL01185240	IL01186890	IL01188770	IL01190550	IL01192240	IL01193920	IL01195340	IL01196610
IL01185250	IL01186900	IL01188780	IL01190560	IL01192250	IL01193930	IL01195370	IL01196620
IL01185270	IL01186920	IL01188790	IL01190580	IL01192290	IL01193940	IL01195380	IL01196650
IL01185280	IL01186930	IL01188810	IL01190590	IL01192300	IL01193960	IL01195440	IL01196660
IL01185290	IL01186970	IL01188820	IL01190640	IL01192310	IL01193970	IL01195450	IL01196680
IL01185310	IL01186980	IL01188830	IL01190660	IL01192320	IL01193980	IL01195460	IL01196720
IL01185330	IL01187010	IL01188840	IL01190680	IL01192350	IL01193990	IL01195470	IL01196730
IL01185350	IL01187020	IL01188870	IL01190700	IL01192360	IL01194000	IL01195480	IL01196880
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IL01185370	IL01187060	IL01188910	IL01190750	IL01192400	IL01194090	IL01195560	IL01196920
IL01185380	IL01187070	IL01188980	IL01190760	IL01192420	IL01194130	IL01195570	IL01196930
IL01185430	IL01187120	IL01189020	IL01190840	IL01192430	IL01194140	IL01195590	IL01196960
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IL01185620	IL01187190	IL01189070	IL01190860	IL01192450	IL01194190	IL01195610	IL01196980
IL01185640	IL01187450	IL01189140	IL01190870	IL01192460	IL01194210	IL01195620	IL01197010
IL01185680	IL01187460	IL01189160	IL01190920	IL01192480	IL01194220	IL01195630	IL01197060
IL01185710	IL01187470	IL01189240	IL01190970	IL01192500	IL01194230	IL01195640	IL01197120
IL01185810	IL01187480	IL01189310	IL01190990	IL01192530	IL01194250	IL01195660	IL01197130
IL01185820	IL01187510	IL01189320	IL01191000	IL01192620	IL01194260	IL01195710	IL01197170
IL01185850	IL01187520	IL01189330	IL01191030	IL01192630	IL01194270	IL01195730	IL01197200
IL01185870	IL01187530	IL01189360	IL01191050	IL01192650	IL01194280	IL01195760	IL01197230
IL01185880	IL01187540	IL01189390	IL01191140	IL01192750	IL01194310	IL01195780	IL01197260
IL01185910	IL01187630	IL01189420	IL01191160	IL01192760	IL01194370	IL01195790	IL01197290
IL01185930	IL01187650	IL01189430	IL01191210	IL01192780	IL01194410	IL01195800	IL01197300
IL01185960	IL01187720	IL01189440	IL01191240	IL01192820	IL01194420	IL01195820	IL01197320
IL01185990	IL01187730	IL01189460	IL01191250	IL01192830	IL01194450	IL01195830	IL01197380
IL01186000	IL01187760	IL01189470	IL01191260	IL01192840	IL01194460	IL01195890	IL01197390
IL01186010	IL01187770	IL01189480	IL01191270	IL01192860	IL01194500	IL01195900	IL01197400
IL01186020	IL01187780	IL01189560	IL01191280	IL01192880	IL01194510	IL01195930	IL01197410
IL01186030	IL01187790	IL01189610	IL01191320	IL01192910	IL01194560	IL01195970	IL01197430
IL01186040	IL01187850	IL01189640	IL01191330	IL01192930	IL01194650	IL01195980	IL01197440
IL01186100	IL01187910	IL01189650	IL01191340	IL01192940	IL01194670	IL01195990	IL01197450
IL01186160	IL01187920	IL01189690	IL01191360	IL01193050	IL01194690	IL01196000	IL01197460
IL01186190	IL01187940	IL01189700	IL01191410	IL01193060	IL01194760	IL01196070	IL01197530
IL01186210	IL01187990	IL01189730	IL01191430	IL01193070	IL01194810	IL01196090	IL01197580
IL01186230	IL01188000	IL01189790	IL01191440	IL01193080	IL01194840	IL01196100	IL01197620
IL01186240	IL01188040	IL01189800	IL01191470	IL01193090	IL01194850	IL01196110	IL01197630
IL01186260	IL01188080	IL01189830	IL01191490	IL01193120	IL01194860	IL01196180	IL01197680
IL01186270	IL01188100	IL01189880	IL01191500	IL01193140	IL01194870	IL01196190	IL01197700
IL01186280	IL01188110	IL01189920	IL01191520	IL01193150	IL01194880	IL01196200	IL01197710
IL01186340	IL01188140	IL01189960	IL01191550	IL01193160	IL01194890	IL01196210	IL01197720
IL01186360	IL01188160	IL01189980	IL01191590	IL01193190	IL01194900	IL01196220	IL01197730

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IL01197740	IL01199240	IL01200790	IL01202140	IL01203840	IL01205370	IL01206970	IL01208710
IL01197760	IL01199270	IL01200800	IL01202160	IL01203860	IL01205380	IL01207000	IL01208720
IL01197780	IL01199280	IL01200820	IL01202180	IL01203970	IL01205390	IL01207030	IL01208740
IL01197810	IL01199340	IL01200870	IL01202230	IL01204000	IL01205400	IL01207070	IL01208750
IL01197830	IL01199370	IL01200890	IL01202310	IL01204010	IL01205430	IL01207080	IL01208760
IL01197840	IL01199400	IL01200900	IL01202320	IL01204020	IL01205440	IL01207090	IL01208770
IL01197860	IL01199410	IL01201000	IL01202350	IL01204060	IL01205450	IL01207130	IL01208780
IL01197880	IL01199420	IL01201020	IL01202380	IL01204090	IL01205460	IL01207140	IL01208790
IL01197890	IL01199480	IL01201040	IL01202400	IL01204100	IL01205470	IL01207150	IL01208910
IL01197960	IL01199500	IL01201100	IL01202410	IL01204110	IL01205480	IL01207160	IL01208920
IL01197970	IL01199510	IL01201170	IL01202430	IL01204160	IL01205500	IL01207240	IL01208950
IL01197980	IL01199520	IL01201180	IL01202460	IL01204180	IL01205570	IL01207260	IL01208970
IL01198000	IL01199530	IL01201190	IL01202470	IL01204220	IL01205590	IL01207300	IL01208980
IL01198020	IL01199550	IL01201220	IL01202490	IL01204230	IL01205620	IL01207320	IL01208990
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IL01198040	IL01199590	IL01201240	IL01202510	IL01204260	IL01205690	IL01207370	IL01209020
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IL01198080	IL01199640	IL01201290	IL01202550	IL01204310	IL01205870	IL01207410	IL01209070
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IL01198170	IL01199690	IL01201310	IL01202580	IL01204350	IL01205960	IL01207490	IL01209120
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IL01198220	IL01199740	IL01201330	IL01202670	IL01204370	IL01206020	IL01207580	IL01209140
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IL01198370	IL01200020	IL01201420	IL01202920	IL01204540	IL01206210	IL01207700	IL01209230
IL01198390	IL01200030	IL01201450	IL01202940	IL01204580	IL01206230	IL01207730	IL01209240
IL01198400	IL01200040	IL01201460	IL01202950	IL01204600	IL01206280	IL01207750	IL01209260
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IL01198450	IL01200100	IL01201480	IL01203100	IL01204630	IL01206300	IL01207800	IL01209300
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IL01198530	IL01200170	IL01201570	IL01203160	IL01204790	IL01206340	IL01207840	IL01209420
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IL01198630	IL01200200	IL01201630	IL01203220	IL01204860	IL01206410	IL01207880	IL01209480
IL01198640	IL01200210	IL01201640	IL01203240	IL01204900	IL01206420	IL01207910	IL01209490
IL01198650	IL01200270	IL01201650	IL01203250	IL01204910	IL01206470	IL01207920	IL01209500
IL01198670	IL01200280	IL01201690	IL01203290	IL01204920	IL01206480	IL01207930	IL01209510
IL01198680	IL01200320	IL01201710	IL01203310	IL01204930	IL01206520	IL01207960	IL01209580
IL01198700	IL01200330	IL01201730	IL01203320	IL01204940	IL01206560	IL01208020	IL01209600
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IL01198760	IL01200410	IL01201760	IL01203410	IL01204990	IL01206620	IL01208050	IL01209630
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IL01198930	IL01200500	IL01201800	IL01203570	IL01205150	IL01206690	IL01208210	IL01209720
IL01198990	IL01200510	IL01201810	IL01203590	IL01205160	IL01206700	IL01208240	IL01209730
IL01199050	IL01200540	IL01201820	IL01203620	IL01205170	IL01206710	IL01208250	IL01209840
IL01199070	IL01200580	IL01201850	IL01203630	IL01205180	IL01206720	IL01208330	IL01209850
IL01199090	IL01200600	IL01201860	IL01203640	IL01205190	IL01206780	IL01208340	IL01209880
IL01199120	IL01200620	IL01201880	IL01203650	IL01205200	IL01206800	IL01208370	IL01209900
IL01199130	IL01200630	IL01201890	IL01203660	IL01205210	IL01206810	IL01208380	IL01209940
IL01199150	IL01200640	IL01201910	IL01203680	IL01205220	IL01206830	IL01208430	IL01209950
IL01199160	IL01200650	IL01201920	IL01203690	IL01205280	IL01206870	IL01208470	IL01209960
IL01199180	IL01200680	IL01201960	IL01203720	IL01205290	IL01206890	IL01208520	IL01209990
IL01199190	IL01200690	IL01202020	IL01203770	IL01205300	IL01206900	IL01208580	IL01210000
IL01199210	IL01200700	IL01202040	IL01203780	IL01205330	IL01206920	IL01208590	IL01210010
IL01199220	IL01200720	IL01202120	IL01203790	IL01205340	IL01206930	IL01208660	IL01210020
IL01199230	IL01200730	IL01202130	IL01203810	IL01205360	IL01206950	IL01208690	IL01210040

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IL01210060	IL01211530	IL01213220	IL01214840	IL01216400	IL01217800	IL01219220	IL01220820
IL01210070	IL01211590	IL01213240	IL01214860	IL01216440	IL01217820	IL01219260	IL01220850
IL01210150	IL01211610	IL01213330	IL01214870	IL01216450	IL01217890	IL01219270	IL01220920
IL01210180	IL01211640	IL01213370	IL01214890	IL01216510	IL01217920	IL01219330	IL01220940
IL01210190	IL01211660	IL01213390	IL01214900	IL01216520	IL01217980	IL01219360	IL01220950
IL01210230	IL01211670	IL01213400	IL01214920	IL01216570	IL01217990	IL01219410	IL01220990
IL01210280	IL01211710	IL01213430	IL01214940	IL01216580	IL01218030	IL01219420	IL01221000
IL01210300	IL01211720	IL01213500	IL01214950	IL01216610	IL01218050	IL01219440	IL01221010
IL01210310	IL01211740	IL01213530	IL01214960	IL01216620	IL01218070	IL01219460	IL01221030
IL01210320	IL01211750	IL01213560	IL01214980	IL01216640	IL01218120	IL01219470	IL01221040
IL01210330	IL01211760	IL01213590	IL01214990	IL01216660	IL01218130	IL01219490	IL01221050
IL01210340	IL01211820	IL01213600	IL01215010	IL01216670	IL01218150	IL01219520	IL01221090
IL01210360	IL01211830	IL01213630	IL01215020	IL01216680	IL01218180	IL01219560	IL01221190
IL01210410	IL01211840	IL01213640	IL01215060	IL01216700	IL01218190	IL01219570	IL01221210
IL01210420	IL01211860	IL01213690	IL01215080	IL01216710	IL01218210	IL01219590	IL01221230
IL01210450	IL01211890	IL01213760	IL01215130	IL01216730	IL01218290	IL01219600	IL01221240
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IL01210550	IL01211950	IL01213790	IL01215190	IL01216780	IL01218330	IL01219680	IL01221270
IL01210570	IL01211960	IL01213830	IL01215230	IL01216810	IL01218340	IL01219700	IL01221280
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IL01210610	IL01212080	IL01213860	IL01215270	IL01216840	IL01218400	IL01219730	IL01221320
IL01210630	IL01212100	IL01213880	IL01215300	IL01216850	IL01218450	IL01219740	IL01221370
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IL01210700	IL01212140	IL01213970	IL01215360	IL01216930	IL01218480	IL01219810	IL01221420
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IL01210730	IL01212190	IL01214010	IL01215390	IL01216960	IL01218510	IL01219850	IL01221460
IL01210750	IL01212200	IL01214030	IL01215410	IL01216970	IL01218530	IL01219880	IL01221480
IL01210800	IL01212210	IL01214050	IL01215420	IL01216980	IL01218560	IL01219940	IL01221490
IL01210810	IL01212240	IL01214070	IL01215470	IL01216990	IL01218570	IL01219950	IL01221500
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IL01210990	IL01212580	IL01214390	IL01215750	IL01217180	IL01218690	IL01220180	IL01221780
IL01211010	IL01212610	IL01214420	IL01215760	IL01217190	IL01218700	IL01220210	IL01221830
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IL01211060	IL01212690	IL01214460	IL01215800	IL01217220	IL01218730	IL01220250	IL01221920
IL01211070	IL01212710	IL01214470	IL01215830	IL01217230	IL01218770	IL01220260	IL01221990
IL01211080	IL01212720	IL01214480	IL01215910	IL01217250	IL01218780	IL01220310	IL01222010
IL01211100	IL01212740	IL01214490	IL01215920	IL01217260	IL01218790	IL01220320	IL01222070
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IL01211180	IL01212890	IL01214620	IL01216080	IL01217450	IL01218910	IL01220430	IL01222190
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IL01211270	IL01212980	IL01214720	IL01216170	IL01217570	IL01219020	IL01220560	IL01222350
IL01211280	IL01213000	IL01214730	IL01216190	IL01217610	IL01219040	IL01220650	IL01222390
IL01211330	IL01213040	IL01214750	IL01216210	IL01217640	IL01219060	IL01220690	IL01222400
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IL01211400	IL01213130	IL01214810	IL01216290	IL01217700	IL01219160	IL01220770	IL01222460
IL01211490	IL01213140	IL01214820	IL01216300	IL01217740	IL01219190	IL01220790	IL01222470
IL01211500	IL01213160	IL01214830	IL01216330	IL01217790	IL01219210	IL01220810	IL01222480

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IL01222490	IL01224040	IL01225600	IL01227350	IL01229320	IL01230770	IL01232550	IL01234050
IL01222510	IL01224050	IL01225630	IL01227380	IL01229330	IL01230800	IL01232580	IL01234070
IL01222520	IL01224060	IL01225660	IL01227400	IL01229350	IL01230850	IL01232640	IL01234100
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IL01222620	IL01224100	IL01225720	IL01227420	IL01229400	IL01230880	IL01232740	IL01234150
IL01222630	IL01224160	IL01225760	IL01227430	IL01229450	IL01230890	IL01232760	IL01234160
IL01222640	IL01224170	IL01225770	IL01227450	IL01229460	IL01230930	IL01232770	IL01234170
IL01222650	IL01224200	IL01225780	IL01227460	IL01229480	IL01231000	IL01232780	IL01234190
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IL01223060	IL01224640	IL01226230	IL01227830	IL01229850	IL01231380	IL01233010	IL01234430
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IL01223380	IL01224930	IL01226560	IL01228220	IL01230110	IL01231730	IL01233310	IL01234760
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IL01223410	IL01225030	IL01226630	IL01228310	IL01230190	IL01231810	IL01233360	IL01234800
IL01223420	IL01225040	IL01226640	IL01228390	IL01230220	IL01231820	IL01233370	IL01234840
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IL01223490	IL01225090	IL01226730	IL01228450	IL01230330	IL01231970	IL01233480	IL01234960
IL01223520	IL01225110	IL01226770	IL01228460	IL01230340	IL01232000	IL01233490	IL01235000
IL01223530	IL01225210	IL01226800	IL01228470	IL01230350	IL01232020	IL01233510	IL01235030
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IL01223620	IL01225280	IL01226840	IL01228500	IL01230370	IL01232050	IL01233570	IL01235080
IL01223630	IL01225290	IL01226860	IL01228510	IL01230380	IL01232070	IL01233610	IL01235090
IL01223680	IL01225320	IL01226900	IL01228550	IL01230400	IL01232080	IL01233630	IL01235100
IL01223710	IL01225330	IL01226950	IL01228580	IL01230410	IL01232130	IL01233660	IL01235130
IL01223730	IL01225340	IL01227060	IL01228590	IL01230430	IL01232180	IL01233700	IL01235140
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IL01223950	IL01225550	IL01227230	IL01229150	IL01230650	IL01232410	IL01233920	IL01235410
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IL01223990	IL01225570	IL01227300	IL01229240	IL01230680	IL01232440	IL01233940	IL01235460
IL01224020	IL01225580	IL01227330	IL01229270	IL01230730	IL01232460	IL01233950	IL01235470
IL01224030	IL01225590	IL01227340	IL01229290	IL01230760	IL01232510	IL01234040	IL01235480

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IL01235530	IL01237220	IL01238790	IL01240580	IL01242360	IL01243860	IL01245550	IL01247120
IL01235610	IL01237250	IL01238900	IL01240640	IL01242380	IL01243880	IL01245560	IL01247130
IL01235630	IL01237260	IL01238960	IL01240650	IL01242400	IL01243970	IL01245590	IL01247160
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IL01235750	IL01237310	IL01239030	IL01240730	IL01242510	IL01244040	IL01245700	IL01247210
IL01235760	IL01237330	IL01239070	IL01240740	IL01242520	IL01244050	IL01245710	IL01247310
IL01235790	IL01237400	IL01239100	IL01240750	IL01242540	IL01244080	IL01245720	IL01247330
IL01235850	IL01237410	IL01239120	IL01240770	IL01242550	IL01244100	IL01245730	IL01247360
IL01235860	IL01237430	IL01239140	IL01240780	IL01242560	IL01244110	IL01245760	IL01247420
IL01235880	IL01237490	IL01239200	IL01240790	IL01242590	IL01244140	IL01245780	IL01247430
IL01235890	IL01237530	IL01239250	IL01240800	IL01242600	IL01244180	IL01245800	IL01247470
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IL01235950	IL01237640	IL01239350	IL01240870	IL01242670	IL01244250	IL01245860	IL01247520
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IL01236220	IL01237800	IL01239590	IL01241130	IL01243020	IL01244490	IL01246010	IL01247910
IL01236240	IL01237820	IL01239610	IL01241210	IL01243040	IL01244530	IL01246030	IL01247920
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IL01236310	IL01237850	IL01239640	IL01241260	IL01243060	IL01244650	IL01246070	IL01248020
IL01236320	IL01237900	IL01239720	IL01241270	IL01243090	IL01244660	IL01246080	IL01248120
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IL01236420	IL01237940	IL01239810	IL01241320	IL01243170	IL01244810	IL01246110	IL01248160
IL01236430	IL01237950	IL01239830	IL01241340	IL01243180	IL01244830	IL01246120	IL01248200
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IL01236690	IL01238110	IL01240060	IL01241680	IL01243330	IL01245100	IL01246370	IL01248510
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IL01236810	IL01238290	IL01240240	IL01241980	IL01243390	IL01245210	IL01246640	IL01248680
IL01236850	IL01238310	IL01240250	IL01242020	IL01243420	IL01245220	IL01246670	IL01248720
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IL01236930	IL01238530	IL01240350	IL01242110	IL01243510	IL01245280	IL01246800	IL01248820
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IL01237100	IL01238690	IL01240470	IL01242170	IL01243600	IL01245330	IL01246900	IL01248900
IL01237140	IL01238700	IL01240480	IL01242250	IL01243630	IL01245340	IL01246960	IL01248930
IL01237160	IL01238710	IL01240500	IL01242260	IL01243690	IL01245360	IL01246990	IL01248940
IL01237170	IL01238720	IL01240510	IL01242270	IL01243710	IL01245380	IL01247030	IL01249000
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IL01249070	IL01251000	IL01252510	IL01253950	IL01255770	IL01257570	IL01259310	IL01260660
IL01249090	IL01251090	IL01252530	IL01254020	IL01255830	IL01257580	IL01259370	IL01260690
IL01249120	IL01251130	IL01252560	IL01254030	IL01255850	IL01257690	IL01259390	IL01260760
IL01249130	IL01251140	IL01252580	IL01254050	IL01255900	IL01257700	IL01259400	IL01260800
IL01249150	IL01251190	IL01252590	IL01254060	IL01255940	IL01257730	IL01259450	IL01260860
IL01249180	IL01251220	IL01252610	IL01254100	IL01255950	IL01257740	IL01259480	IL01260920
IL01249190	IL01251290	IL01252640	IL01254310	IL01255960	IL01257760	IL01259500	IL01260930
IL01249250	IL01251310	IL01252700	IL01254380	IL01255970	IL01257860	IL01259550	IL01260960
IL01249430	IL01251370	IL01252730	IL01254400	IL01255990	IL01257870	IL01259570	IL01260970
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IL01249680	IL01251530	IL01252940	IL01254700	IL01256200	IL01258130	IL01259780	IL01261210
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IL01250760	IL01252310	IL01253760	IL01255590	IL01257300	IL01259090	IL01260400	IL01262040
IL01250770	IL01252320	IL01253780	IL01255600	IL01257320	IL01259100	IL01260420	IL01262170
IL01250780	IL01252380	IL01253800	IL01255610	IL01257350	IL01259120	IL01260430	IL01262210
IL01250790	IL01252400	IL01253810	IL01255620	IL01257380	IL01259130	IL01260470	IL01262260
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IL01262310	IL01264020	IL01265700	IL01267230	IL01269360	IL01271000	IL01272520	IL01274350
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IL01276230	IL01277610	IL01279550	IL01281490	IL01283210	IL01285240	IL01286900	IL01288620
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IL01292110	IL01294010	IL01295890	IL01297320	IL01299230	IL01300860	IL01302490	IL01304440
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IL01304640	IL01306610	IL01308760	IL01310570	IL01312050	IL01313910	IL01315820	IL01317720
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IL01304670	IL01306640	IL01308810	IL01310620	IL01312150	IL01314070	IL01315890	IL01317780
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IL01304720	IL01306780	IL01308930	IL01310710	IL01312330	IL01314290	IL01315960	IL01317920
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IL01319410	IL01321400	IL01323140	IL01324680	IL01326460	IL01328140	IL01330020	IL01331750
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IL01321120	IL01322920	IL01324390	IL01326230	IL01327820	IL01329620	IL01331420	IL01333730
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IL01362080	IL01363590	IL01364920	IL01366320	IL01367750	IL01369260	IL01370880	IL01372540
IL01362100	IL01363620	IL01364930	IL01366330	IL01367760	IL01369290	IL01370910	IL01372590
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IL01398070	IL01399590	IL01401210	IL01402630	IL01404200	IL01405530	IL01406890	IL01408370
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IL01398170	IL01399640	IL01401240	IL01402780	IL01404250	IL01405550	IL01406950	IL01408400
IL01398200	IL01399650	IL01401270	IL01402810	IL01404270	IL01405560	IL01406970	IL01408460
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IL01398240	IL01399720	IL01401290	IL01402840	IL01404300	IL01405600	IL01407000	IL01408510
IL01398290	IL01399730	IL01401300	IL01402860	IL01404310	IL01405620	IL01407010	IL01408580
IL01398310	IL01399760	IL01401310	IL01402890	IL01404320	IL01405640	IL01407020	IL01408590
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IL01398340	IL01399840	IL01401360	IL01402940	IL01404360	IL01405670	IL01407040	IL01408650
IL01398380	IL01399870	IL01401390	IL01402960	IL01404420	IL01405680	IL01407060	IL01408670
IL01398390	IL01399880	IL01401400	IL01403060	IL01404450	IL01405690	IL01407080	IL01408710
IL01398400	IL01399940	IL01401430	IL01403070	IL01404490	IL01405720	IL01407090	IL01408720
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IL01398420	IL01399980	IL01401480	IL01403130	IL01404540	IL01405740	IL01407110	IL01408800
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IL01398450	IL01400090	IL01401500	IL01403170	IL01404580	IL01405770	IL01407130	IL01408850
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IL01398470	IL01400130	IL01401550	IL01403190	IL01404620	IL01405800	IL01407170	IL01408890
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IL01398570	IL01400220	IL01401680	IL01403320	IL01404690	IL01405880	IL01407220	IL01409020
IL01398590	IL01400240	IL01401690	IL01403330	IL01404710	IL01405890	IL01407230	IL01409030

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IL01409040	IL01410260	IL01412040	IL01413430	IL01414970	IL01416520	IL01417860	IL01419770
IL01409050	IL01410270	IL01412050	IL01413440	IL01414980	IL01416530	IL01417880	IL01419790
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IL01409100	IL01410380	IL01412210	IL01413460	IL01415020	IL01416570	IL01417930	IL01419820
IL01409120	IL01410430	IL01412220	IL01413480	IL01415050	IL01416580	IL01417940	IL01419940
IL01409130	IL01410460	IL01412230	IL01413490	IL01415070	IL01416590	IL01418000	IL01419950
IL01409160	IL01410470	IL01412250	IL01413520	IL01415080	IL01416630	IL01418010	IL01420010
IL01409180	IL01410480	IL01412260	IL01413530	IL01415090	IL01416640	IL01418060	IL01420020
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IL01409600	IL01411130	IL01412830	IL01414040	IL01415840	IL01417240	IL01418820	IL01420740
IL01409610	IL01411150	IL01412840	IL01414060	IL01415860	IL01417250	IL01418850	IL01420760
IL01409640	IL01411170	IL01412850	IL01414110	IL01415890	IL01417260	IL01418910	IL01420770
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IL01409720	IL01411260	IL01412970	IL01414230	IL01416040	IL01417360	IL01419090	IL01420920
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IL01409910	IL01411610	IL01413190	IL01414580	IL01416190	IL01417530	IL01419420	IL01421200
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IL01410130	IL01411860	IL01413300	IL01414860	IL01416380	IL01417730	IL01419680	IL01421540
IL01410150	IL01411870	IL01413320	IL01414880	IL01416450	IL01417740	IL01419690	IL01421550
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IL01410190	IL01411910	IL01413380	IL01414910	IL01416480	IL01417770	IL01419740	IL01421620
IL01410220	IL01411990	IL01413400	IL01414940	IL01416490	IL01417830	IL01419750	IL01421700
IL01410240	IL01412030	IL01413420	IL01414950	IL01416510	IL01417850	IL01419760	IL01421750

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IL01421760	IL01423420	IL01424940	IL01426280	IL01427740	IL01429520	IL01431420	IL01432740
IL01421790	IL01423450	IL01424970	IL01426300	IL01427750	IL01429540	IL01431430	IL01432760
IL01421800	IL01423480	IL01424980	IL01426360	IL01427760	IL01429570	IL01431450	IL01432790
IL01421810	IL01423490	IL01425000	IL01426400	IL01427800	IL01429580	IL01431480	IL01432800
IL01421830	IL01423500	IL01425010	IL01426410	IL01427850	IL01429620	IL01431490	IL01432820
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IL01421870	IL01423540	IL01425070	IL01426500	IL01427880	IL01429700	IL01431530	IL01432850
IL01421880	IL01423550	IL01425080	IL01426530	IL01427890	IL01429710	IL01431540	IL01432890
IL01421900	IL01423560	IL01425160	IL01426540	IL01427980	IL01429720	IL01431550	IL01432900
IL01421930	IL01423590	IL01425190	IL01426560	IL01428020	IL01429730	IL01431590	IL01432910
IL01421980	IL01423600	IL01425240	IL01426590	IL01428030	IL01429750	IL01431600	IL01432920
IL01422000	IL01423670	IL01425260	IL01426600	IL01428060	IL01429760	IL01431610	IL01432940
IL01422040	IL01423700	IL01425270	IL01426680	IL01428080	IL01429780	IL01431620	IL01432950
IL01422050	IL01423740	IL01425280	IL01426700	IL01428150	IL01429800	IL01431630	IL01432960
IL01422070	IL01423750	IL01425350	IL01426740	IL01428160	IL01429810	IL01431660	IL01432980
IL01422090	IL01423770	IL01425370	IL01426800	IL01428180	IL01429820	IL01431670	IL01433000
IL01422140	IL01423790	IL01425380	IL01426820	IL01428200	IL01429850	IL01431690	IL01433010
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IL01422320	IL01423970	IL01425590	IL01427010	IL01428290	IL01430090	IL01431770	IL01433120
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IL01422600	IL01424150	IL01425760	IL01427170	IL01428620	IL01430310	IL01431920	IL01433440
IL01422610	IL01424160	IL01425770	IL01427220	IL01428640	IL01430320	IL01431940	IL01433460
IL01422640	IL01424170	IL01425780	IL01427240	IL01428660	IL01430380	IL01431960	IL01433470
IL01422680	IL01424180	IL01425790	IL01427250	IL01428720	IL01430430	IL01431970	IL01433480
IL01422740	IL01424190	IL01425820	IL01427260	IL01428740	IL01430450	IL01432070	IL01433490
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IL01422790	IL01424250	IL01425890	IL01427320	IL01428830	IL01430620	IL01432220	IL01433580
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IL01422830	IL01424300	IL01425930	IL01427380	IL01428930	IL01430640	IL01432370	IL01433630
IL01422880	IL01424330	IL01425940	IL01427410	IL01428950	IL01430760	IL01432390	IL01433700
IL01422910	IL01424370	IL01425950	IL01427420	IL01428970	IL01430770	IL01432400	IL01433710
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IL01423140	IL01424520	IL01426120	IL01427550	IL01429160	IL01431080	IL01432580	IL01433960
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IL01423170	IL01424610	IL01426160	IL01427580	IL01429230	IL01431160	IL01432600	IL01434030
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IL01423210	IL01424710	IL01426180	IL01427610	IL01429320	IL01431180	IL01432640	IL01434120
IL01423240	IL01424740	IL01426200	IL01427620	IL01429390	IL01431250	IL01432660	IL01434140
IL01423300	IL01424750	IL01426210	IL01427630	IL01429460	IL01431330	IL01432670	IL01434170
IL01423340	IL01424850	IL01426220	IL01427660	IL01429470	IL01431380	IL01432690	IL01434180
IL01423360	IL01424870	IL01426270	IL01427700	IL01429490	IL01431410	IL01432720	IL01434200

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IL01434210	IL01435920	IL01437300	IL01438700	IL01440150	IL01441490	IL01442890	IL01444280
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IL01434270	IL01435940	IL01437350	IL01438750	IL01440180	IL01441520	IL01442950	IL01444310
IL01434330	IL01435950	IL01437380	IL01438760	IL01440210	IL01441550	IL01442970	IL01444320
IL01434370	IL01435960	IL01437390	IL01438770	IL01440260	IL01441570	IL01442980	IL01444340
IL01434380	IL01436000	IL01437410	IL01438780	IL01440340	IL01441590	IL01443020	IL01444350
IL01434390	IL01436030	IL01437420	IL01438790	IL01440360	IL01441620	IL01443050	IL01444380
IL01434410	IL01436080	IL01437430	IL01438810	IL01440370	IL01441630	IL01443070	IL01444400
IL01434420	IL01436090	IL01437480	IL01438880	IL01440390	IL01441680	IL01443090	IL01444410
IL01434430	IL01436140	IL01437510	IL01438900	IL01440400	IL01441700	IL01443130	IL01444420
IL01434450	IL01436190	IL01437520	IL01438910	IL01440410	IL01441710	IL01443160	IL01444430
IL01434460	IL01436210	IL01437530	IL01438940	IL01440440	IL01441820	IL01443170	IL01444440
IL01434500	IL01436240	IL01437540	IL01438950	IL01440460	IL01441870	IL01443200	IL01444470
IL01434520	IL01436260	IL01437560	IL01438970	IL01440480	IL01441940	IL01443250	IL01444490
IL01434530	IL01436280	IL01437570	IL01438990	IL01440490	IL01441950	IL01443290	IL01444520
IL01434540	IL01436300	IL01437630	IL01439040	IL01440500	IL01441960	IL01443310	IL01444660
IL01434550	IL01436310	IL01437640	IL01439070	IL01440530	IL01441970	IL01443320	IL01444670
IL01434560	IL01436340	IL01437650	IL01439080	IL01440540	IL01442020	IL01443350	IL01444690
IL01434570	IL01436360	IL01437660	IL01439100	IL01440570	IL01442030	IL01443370	IL01444700
IL01434590	IL01436400	IL01437670	IL01439120	IL01440580	IL01442040	IL01443380	IL01444770
IL01434640	IL01436410	IL01437680	IL01439140	IL01440590	IL01442050	IL01443410	IL01444790
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IL01434730	IL01436440	IL01437700	IL01439190	IL01440700	IL01442100	IL01443460	IL01444820
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IL01434860	IL01436500	IL01437760	IL01439260	IL01440870	IL01442190	IL01443550	IL01444930
IL01434890	IL01436510	IL01437770	IL01439280	IL01440880	IL01442200	IL01443570	IL01444940
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IL01482170	IL01483590	IL01485020	IL01486360	IL01487690	IL01489120	IL01490360	IL01491870
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IL01482280	IL01483730	IL01485140	IL01486540	IL01487840	IL01489330	IL01490500	IL01492010
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IL01494850	IL01496420	IL01497550	IL01498850	IL01500050	IL01501220	IL01502820	IL01504150
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IL01515560	IL01517280	IL01518510	IL01519780	IL01521070	IL01522540	IL01523920	IL01525370
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IL01517150	IL01518450	IL01519740	IL01521010	IL01522460	IL01523840	IL01525280	IL01526990
IL01517160	IL01518460	IL01519750	IL01521030	IL01522480	IL01523890	IL01525290	IL01527000
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IL01527020	IL01528750	IL01530060	IL01531680	IL01533160	IL01534600	IL01536210	IL01537680
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IL01527050	IL01528800	IL01530130	IL01531860	IL01533220	IL01534640	IL01536260	IL01537730
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IL01528710	IL01529930	IL01531590	IL01533140	IL01534530	IL01536100	IL01537630	IL01538990
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL01622430	IL01624130	IL01625920	IL01627460	IL01629180	IL01630660	IL01632170	IL01633650
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IL01633820	IL01635130	IL01636340	IL01637650	IL01638950	IL01640340	IL01641950	IL01643330
IL01633870	IL01635150	IL01636380	IL01637670	IL01638960	IL01640360	IL01642000	IL01643340
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IL01669110	IL01670600	IL01672120	IL01673520	IL01674720	IL01676260	IL01677590	IL01678860
IL01669130	IL01670620	IL01672130	IL01673530	IL01674740	IL01676290	IL01677600	IL01678870
IL01669160	IL01670630	IL01672150	IL01673540	IL01674770	IL01676300	IL01677610	IL01678880
IL01669170	IL01670670	IL01672170	IL01673560	IL01674780	IL01676320	IL01677620	IL01678910
IL01669190	IL01670680	IL01672190	IL01673600	IL01674790	IL01676330	IL01677640	IL01678930
IL01669200	IL01670690	IL01672200	IL01673640	IL01674820	IL01676340	IL01677710	IL01678940
IL01669250	IL01670700	IL01672220	IL01673670	IL01674830	IL01676370	IL01677720	IL01678960

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IL01678970	IL01680250	IL01681500	IL01682860	IL01684530	IL01685870	IL01707380	IL01708920
IL01679010	IL01680290	IL01681510	IL01682960	IL01684540	IL01685900	IL01707420	IL01708930
IL01679020	IL01680300	IL01681520	IL01682980	IL01684580	IL01685910	IL01707460	IL01708960
IL01679030	IL01680310	IL01681530	IL01683010	IL01684610	IL01685970	IL01707470	IL01709010
IL01679040	IL01680360	IL01681540	IL01683090	IL01684630	IL01685980	IL01707480	IL01709030
IL01679050	IL01680370	IL01681550	IL01683100	IL01684640	IL01685990	IL01707490	IL01709060
IL01679060	IL01680430	IL01681590	IL01683110	IL01684660	IL01686000	IL01707500	IL01709070
IL01679110	IL01680440	IL01681600	IL01683130	IL01684680	IL01686080	IL01707520	IL01709080
IL01679130	IL01680460	IL01681620	IL01683200	IL01684710	IL01686090	IL01707530	IL01709100
IL01679140	IL01680470	IL01681650	IL01683250	IL01684750	IL01686100	IL01707550	IL01709110
IL01679150	IL01680480	IL01681660	IL01683270	IL01684810	IL01686130	IL01707560	IL01709120
IL01679190	IL01680510	IL01681670	IL01683310	IL01684820	IL01686170	IL01707580	IL01709130
IL01679230	IL01680520	IL01681680	IL01683320	IL01684840	IL01686190	IL01707600	IL01709140
IL01679270	IL01680550	IL01681690	IL01683350	IL01684860	IL01686270	IL01707610	IL01709150
IL01679290	IL01680560	IL01681730	IL01683380	IL01684890	IL01686300	IL01707630	IL01709200
IL01679300	IL01680570	IL01681750	IL01683420	IL01684900	IL01686310	IL01707640	IL01709210
IL01679310	IL01680590	IL01681760	IL01683460	IL01684910	IL01686340	IL01707650	IL01709220
IL01679320	IL01680600	IL01681770	IL01683520	IL01684930	IL01686360	IL01707710	IL01709230
IL01679330	IL01680610	IL01681780	IL01683540	IL01684950	IL01686380	IL01707720	IL01709260
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IL01679460	IL01680640	IL01681800	IL01683590	IL01684990	IL01686430	IL01707750	IL01709290
IL01679510	IL01680650	IL01681870	IL01683650	IL01685040	IL01686440	IL01707840	IL01709340
IL01679520	IL01680660	IL01681960	IL01683660	IL01685050	IL01686480	IL01707850	IL01709360
IL01679550	IL01680670	IL01681990	IL01683680	IL01685110	IL01686490	IL01707870	IL01709440
IL01679570	IL01680690	IL01682050	IL01683690	IL01685120	IL01686500	IL01707890	IL01709450
IL01679580	IL01680720	IL01682060	IL01683700	IL01685130	IL01686540	IL01707920	IL01709470
IL01679630	IL01680730	IL01682100	IL01683720	IL01685180	IL01686550	IL01707950	IL01709510
IL01679640	IL01680770	IL01682110	IL01683730	IL01685190	IL01686560	IL01707970	IL01709540
IL01679650	IL01680780	IL01682130	IL01683760	IL01685260	IL01686570	IL01708010	IL01709560
IL01679670	IL01680830	IL01682150	IL01683770	IL01685270	IL01686580	IL01708060	IL01709570
IL01679690	IL01680910	IL01682170	IL01683790	IL01685280	IL01686590	IL01708080	IL01709580
IL01679710	IL01680920	IL01682220	IL01683840	IL01685290	IL01686630	IL01708090	IL01709590
IL01679720	IL01680940	IL01682230	IL01683860	IL01685310	IL01686640	IL01708140	IL01709600
IL01679730	IL01680950	IL01682240	IL01683950	IL01685320	IL01686650	IL01708160	IL01709610
IL01679740	IL01680980	IL01682250	IL01683960	IL01685340	IL01686700	IL01708170	IL01709640
IL01679760	IL01681000	IL01682260	IL01683990	IL01685350	IL01686750	IL01708210	IL01709680
IL01679770	IL01681010	IL01682310	IL01684000	IL01685370	IL01686780	IL01708230	IL01709690
IL01679780	IL01681030	IL01682340	IL01684030	IL01685390	IL01686810	IL01708270	IL01709700
IL01679790	IL01681070	IL01682390	IL01684050	IL01685460	IL01686820	IL01708320	IL01709710
IL01679800	IL01681110	IL01682410	IL01684060	IL01685470	IL01686840	IL01708330	IL01709770
IL01679810	IL01681160	IL01682440	IL01684070	IL01685480	IL01706880	IL01708370	IL01709780
IL01679820	IL01681180	IL01682470	IL01684080	IL01685500	IL01706890	IL01708390	IL01709790
IL01679840	IL01681200	IL01682480	IL01684090	IL01685520	IL01706900	IL01708400	IL01709800
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IL01679880	IL01681220	IL01682540	IL01684140	IL01685540	IL01706930	IL01708490	IL01709820
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IL01679950	IL01681270	IL01682580	IL01684190	IL01685590	IL01706970	IL01708550	IL01709840
IL01679960	IL01681280	IL01682640	IL01684220	IL01685610	IL01707030	IL01708560	IL01709850
IL01679970	IL01681290	IL01682650	IL01684230	IL01685620	IL01707070	IL01708570	IL01709870
IL01679980	IL01681300	IL01682670	IL01684240	IL01685640	IL01707120	IL01708580	IL01709880
IL01680000	IL01681330	IL01682680	IL01684260	IL01685680	IL01707140	IL01708590	IL01709890
IL01680020	IL01681340	IL01682710	IL01684280	IL01685700	IL01707200	IL01708600	IL01709900
IL01680030	IL01681360	IL01682720	IL01684290	IL01685720	IL01707210	IL01708610	IL01709930
IL01680040	IL01681370	IL01682740	IL01684320	IL01685730	IL01707220	IL01708630	IL01709950
IL01680050	IL01681380	IL01682750	IL01684420	IL01685740	IL01707230	IL01708660	IL01710000
IL01680060	IL01681390	IL01682760	IL01684430	IL01685770	IL01707270	IL01708690	IL01710020
IL01680110	IL01681430	IL01682770	IL01684440	IL01685780	IL01707290	IL01708710	IL01710060
IL01680130	IL01681440	IL01682780	IL01684470	IL01685790	IL01707300	IL01708760	IL01710110
IL01680140	IL01681450	IL01682790	IL01684490	IL01685800	IL01707310	IL01708800	IL01710150
IL01680200	IL01681460	IL01682810	IL01684500	IL01685830	IL01707320	IL01708870	IL01710160
IL01680210	IL01681480	IL01682820	IL01684510	IL01685840	IL01707350	IL01708880	IL01710170
IL01680240	IL01681490	IL01682840	IL01684520	IL01685860	IL01707360	IL01708910	IL01710200

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IL01710230	IL01711410	IL01713020	IL01714310	IL01715630	IL01717150	IL01718600	IL01719990
IL01710240	IL01711420	IL01713130	IL01714340	IL01715640	IL01717170	IL01718610	IL01720020
IL01710250	IL01711440	IL01713140	IL01714350	IL01715650	IL01717210	IL01718640	IL01720030
IL01710270	IL01711450	IL01713160	IL01714360	IL01715740	IL01717230	IL01718670	IL01720050
IL01710280	IL01711460	IL01713190	IL01714380	IL01715750	IL01717270	IL01718690	IL01720060
IL01710290	IL01711510	IL01713210	IL01714410	IL01715760	IL01717280	IL01718730	IL01720070
IL01710310	IL01711520	IL01713240	IL01714420	IL01715780	IL01717300	IL01718740	IL01720100
IL01710320	IL01711530	IL01713250	IL01714430	IL01715820	IL01717340	IL01718750	IL01720110
IL01710330	IL01711570	IL01713260	IL01714450	IL01715860	IL01717380	IL01718770	IL01720130
IL01710340	IL01711630	IL01713270	IL01714500	IL01715880	IL01717400	IL01718780	IL01720150
IL01710370	IL01711690	IL01713280	IL01714510	IL01715890	IL01717420	IL01718790	IL01720210
IL01710390	IL01711700	IL01713290	IL01714570	IL01715900	IL01717450	IL01718800	IL01720230
IL01710410	IL01711740	IL01713310	IL01714580	IL01715920	IL01717460	IL01718810	IL01720240
IL01710430	IL01711780	IL01713340	IL01714610	IL01715960	IL01717480	IL01718840	IL01720250
IL01710500	IL01711850	IL01713350	IL01714620	IL01715970	IL01717500	IL01718890	IL01720300
IL01710520	IL01711910	IL01713360	IL01714750	IL01716010	IL01717520	IL01718900	IL01720350
IL01710530	IL01711930	IL01713430	IL01714760	IL01716020	IL01717540	IL01718910	IL01720370
IL01710540	IL01711950	IL01713440	IL01714770	IL01716030	IL01717550	IL01718920	IL01720380
IL01710550	IL01711960	IL01713470	IL01714780	IL01716050	IL01717570	IL01718930	IL01720390
IL01710570	IL01711980	IL01713500	IL01714790	IL01716060	IL01717600	IL01718980	IL01720400
IL01710590	IL01712040	IL01713540	IL01714800	IL01716080	IL01717620	IL01719060	IL01720430
IL01710620	IL01712080	IL01713550	IL01714810	IL01716150	IL01717640	IL01719070	IL01720530
IL01710630	IL01712110	IL01713570	IL01714820	IL01716170	IL01717650	IL01719120	IL01720540
IL01710640	IL01712130	IL01713590	IL01714830	IL01716180	IL01717660	IL01719130	IL01720550
IL01710670	IL01712140	IL01713600	IL01714850	IL01716190	IL01717670	IL01719150	IL01720560
IL01710680	IL01712150	IL01713610	IL01714870	IL01716200	IL01717730	IL01719160	IL01720570
IL01710690	IL01712160	IL01713630	IL01714890	IL01716250	IL01717740	IL01719170	IL01720580
IL01710700	IL01712190	IL01713670	IL01714920	IL01716270	IL01717760	IL01719180	IL01720610
IL01710740	IL01712200	IL01713720	IL01714940	IL01716280	IL01717770	IL01719200	IL01720650
IL01710760	IL01712240	IL01713750	IL01714950	IL01716310	IL01717830	IL01719220	IL01720660
IL01710770	IL01712270	IL01713760	IL01714980	IL01716320	IL01717840	IL01719240	IL01720670
IL01710780	IL01712300	IL01713770	IL01715000	IL01716340	IL01717850	IL01719290	IL01720740
IL01710790	IL01712310	IL01713810	IL01715020	IL01716350	IL01717870	IL01719300	IL01720800
IL01710810	IL01712330	IL01713820	IL01715030	IL01716360	IL01717880	IL01719310	IL01720830
IL01710840	IL01712360	IL01713840	IL01715040	IL01716400	IL01717900	IL01719370	IL01720840
IL01710860	IL01712370	IL01713890	IL01715050	IL01716410	IL01717950	IL01719380	IL01720850
IL01710880	IL01712380	IL01713900	IL01715060	IL01716430	IL01717960	IL01719390	IL01720870
IL01710890	IL01712430	IL01713910	IL01715070	IL01716440	IL01717970	IL01719400	IL01720910
IL01710910	IL01712450	IL01713920	IL01715090	IL01716450	IL01717990	IL01719410	IL01720920
IL01710930	IL01712470	IL01713930	IL01715110	IL01716510	IL01718000	IL01719430	IL01720950
IL01710950	IL01712510	IL01713940	IL01715120	IL01716520	IL01718020	IL01719440	IL01721010
IL01710980	IL01712550	IL01713970	IL01715130	IL01716590	IL01718030	IL01719450	IL01721040
IL01710990	IL01712560	IL01714010	IL01715160	IL01716600	IL01718040	IL01719460	IL01721060
IL01711000	IL01712570	IL01714020	IL01715180	IL01716650	IL01718060	IL01719500	IL01721080
IL01711020	IL01712590	IL01714070	IL01715190	IL01716660	IL01718070	IL01719540	IL01721090
IL01711040	IL01712600	IL01714080	IL01715210	IL01716740	IL01718080	IL01719550	IL01721150
IL01711070	IL01712610	IL01714090	IL01715240	IL01716750	IL01718110	IL01719600	IL01721160
IL01711080	IL01712640	IL01714100	IL01715270	IL01716800	IL01718120	IL01719640	IL01721180
IL01711100	IL01712690	IL01714110	IL01715320	IL01716820	IL01718130	IL01719670	IL01721200
IL01711110	IL01712700	IL01714120	IL01715330	IL01716830	IL01718150	IL01719700	IL01721220
IL01711120	IL01712730	IL01714130	IL01715360	IL01716840	IL01718160	IL01719730	IL01721260
IL01711130	IL01712780	IL01714140	IL01715370	IL01716880	IL01718190	IL01719760	IL01721270
IL01711150	IL01712820	IL01714150	IL01715380	IL01716940	IL01718210	IL01719770	IL01721290
IL01711190	IL01712830	IL01714170	IL01715390	IL01716950	IL01718250	IL01719780	IL01721310
IL01711200	IL01712840	IL01714180	IL01715430	IL01716960	IL01718300	IL01719790	IL01721320
IL01711210	IL01712850	IL01714190	IL01715530	IL01716980	IL01718320	IL01719810	IL01721330
IL01711260	IL01712890	IL01714200	IL01715540	IL01717010	IL01718360	IL01719880	IL01721340
IL01711270	IL01712900	IL01714210	IL01715550	IL01717060	IL01718370	IL01719910	IL01721350
IL01711280	IL01712910	IL01714220	IL01715560	IL01717080	IL01718400	IL01719930	IL01721360
IL01711300	IL01712930	IL01714250	IL01715570	IL01717110	IL01718460	IL01719940	IL01721380
IL01711320	IL01712980	IL01714290	IL01715600	IL01717120	IL01718520	IL01719970	IL01721390
IL01711400	IL01712990	IL01714300	IL01715610	IL01717140	IL01718570	IL01719980	IL01721450

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IL01721490	IL01722910	IL01724560	IL01725960	IL01727220	IL01728510	IL01730090	IL01731530
IL01721500	IL01722920	IL01724610	IL01725990	IL01727240	IL01728520	IL01730110	IL01731540
IL01721600	IL01722940	IL01724680	IL01726000	IL01727280	IL01728530	IL01730120	IL01731570
IL01721620	IL01722960	IL01724690	IL01726010	IL01727290	IL01728560	IL01730130	IL01731590
IL01721650	IL01723010	IL01724700	IL01726020	IL01727310	IL01728570	IL01730140	IL01731640
IL01721670	IL01723020	IL01724740	IL01726030	IL01727330	IL01728640	IL01730160	IL01731660
IL01721710	IL01723030	IL01724750	IL01726060	IL01727340	IL01728660	IL01730170	IL01731700
IL01721720	IL01723060	IL01724780	IL01726070	IL01727360	IL01728680	IL01730180	IL01731720
IL01721750	IL01723070	IL01724790	IL01726080	IL01727370	IL01728690	IL01730190	IL01731760
IL01721760	IL01723100	IL01724830	IL01726150	IL01727380	IL01728710	IL01730200	IL01731780
IL01721770	IL01723120	IL01724910	IL01726160	IL01727390	IL01728720	IL01730210	IL01731810
IL01721810	IL01723130	IL01724920	IL01726170	IL01727420	IL01728730	IL01730230	IL01731890
IL01721830	IL01723200	IL01724940	IL01726210	IL01727510	IL01728740	IL01730240	IL01731900
IL01721890	IL01723250	IL01724960	IL01726220	IL01727540	IL01728770	IL01730250	IL01731990
IL01721920	IL01723290	IL01724990	IL01726250	IL01727550	IL01728790	IL01730280	IL01732000
IL01721940	IL01723320	IL01725000	IL01726280	IL01727560	IL01728800	IL01730290	IL01732020
IL01721950	IL01723390	IL01725010	IL01726310	IL01727580	IL01728810	IL01730300	IL01732030
IL01721990	IL01723400	IL01725020	IL01726330	IL01727590	IL01728860	IL01730380	IL01732040
IL01722000	IL01723410	IL01725080	IL01726380	IL01727600	IL01728870	IL01730400	IL01732060
IL01722010	IL01723430	IL01725130	IL01726400	IL01727630	IL01728890	IL01730530	IL01732110
IL01722020	IL01723440	IL01725160	IL01726410	IL01727650	IL01728940	IL01730610	IL01732160
IL01722060	IL01723460	IL01725180	IL01726430	IL01727660	IL01728990	IL01730650	IL01732170
IL01722090	IL01723480	IL01725190	IL01726460	IL01727680	IL01729020	IL01730660	IL01732190
IL01722100	IL01723490	IL01725200	IL01726470	IL01727710	IL01729050	IL01730680	IL01732230
IL01722120	IL01723510	IL01725220	IL01726510	IL01727720	IL01729120	IL01730710	IL01732280
IL01722130	IL01723610	IL01725230	IL01726530	IL01727730	IL01729150	IL01730720	IL01732290
IL01722140	IL01723620	IL01725260	IL01726540	IL01727740	IL01729210	IL01730730	IL01732300
IL01722150	IL01723670	IL01725270	IL01726560	IL01727750	IL01729240	IL01730740	IL01732310
IL01722160	IL01723680	IL01725290	IL01726580	IL01727770	IL01729250	IL01730750	IL01732360
IL01722200	IL01723710	IL01725310	IL01726590	IL01727780	IL01729270	IL01730760	IL01732390
IL01722280	IL01723720	IL01725320	IL01726600	IL01727810	IL01729280	IL01730770	IL01732400
IL01722290	IL01723740	IL01725380	IL01726610	IL01727820	IL01729290	IL01730790	IL01732420
IL01722310	IL01723780	IL01725410	IL01726670	IL01727840	IL01729310	IL01730850	IL01732430
IL01722340	IL01723800	IL01725420	IL01726680	IL01727870	IL01729380	IL01730860	IL01732440
IL01722350	IL01723810	IL01725430	IL01726690	IL01727900	IL01729420	IL01730870	IL01732460
IL01722360	IL01723890	IL01725450	IL01726700	IL01727940	IL01729430	IL01730910	IL01732510
IL01722370	IL01723920	IL01725470	IL01726720	IL01727950	IL01729470	IL01730950	IL01732520
IL01722380	IL01723940	IL01725480	IL01726730	IL01727960	IL01729540	IL01730970	IL01732540
IL01722390	IL01723950	IL01725510	IL01726750	IL01728020	IL01729550	IL01730980	IL01732560
IL01722410	IL01723960	IL01725520	IL01726760	IL01728040	IL01729560	IL01731000	IL01732600
IL01722420	IL01723990	IL01725540	IL01726780	IL01728050	IL01729580	IL01731010	IL01732630
IL01722450	IL01724030	IL01725550	IL01726790	IL01728060	IL01729600	IL01731020	IL01732680
IL01722480	IL01724040	IL01725560	IL01726800	IL01728090	IL01729620	IL01731050	IL01732700
IL01722490	IL01724070	IL01725570	IL01726830	IL01728100	IL01729640	IL01731070	IL01732730
IL01722500	IL01724100	IL01725590	IL01726850	IL01728110	IL01729650	IL01731080	IL01732750
IL01722520	IL01724130	IL01725600	IL01726890	IL01728120	IL01729700	IL01731090	IL01732790
IL01722530	IL01724150	IL01725610	IL01726900	IL01728130	IL01729720	IL01731100	IL01732840
IL01722560	IL01724190	IL01725620	IL01726910	IL01728140	IL01729730	IL01731110	IL01732850
IL01722580	IL01724250	IL01725630	IL01726920	IL01728150	IL01729790	IL01731140	IL01732860
IL01722620	IL01724300	IL01725660	IL01726940	IL01728160	IL01729800	IL01731160	IL01732870
IL01722630	IL01724310	IL01725670	IL01726960	IL01728190	IL01729810	IL01731180	IL01732880
IL01722640	IL01724320	IL01725690	IL01726970	IL01728230	IL01729840	IL01731190	IL01732900
IL01722650	IL01724330	IL01725740	IL01726980	IL01728270	IL01729870	IL01731200	IL01732940
IL01722690	IL01724340	IL01725750	IL01727010	IL01728280	IL01729890	IL01731250	IL01732960
IL01722700	IL01724360	IL01725760	IL01727030	IL01728310	IL01729930	IL01731260	IL01733010
IL01722710	IL01724420	IL01725770	IL01727060	IL01728320	IL01729990	IL01731280	IL01733050
IL01722790	IL01724440	IL01725780	IL01727110	IL01728330	IL01730000	IL01731290	IL01733060
IL01722820	IL01724470	IL01725820	IL01727130	IL01728350	IL01730010	IL01731330	IL01733090
IL01722840	IL01724480	IL01725830	IL01727140	IL01728410	IL01730030	IL01731370	IL01733100
IL01722850	IL01724490	IL01725850	IL01727150	IL01728420	IL01730060	IL01731460	IL01733110
IL01722860	IL01724500	IL01725880	IL01727160	IL01728430	IL01730070	IL01731490	IL01733140
IL01722870	IL01724520	IL01725930	IL01727190	IL01728440	IL01730080	IL01731520	IL01733150

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IL01733160	IL01734260	IL01735610	IL01737090	IL01738290	IL01739520	IL01740810	IL01742200
IL01733180	IL01734270	IL01735650	IL01737100	IL01738310	IL01739580	IL01740830	IL01742210
IL01733190	IL01734280	IL01735670	IL01737120	IL01738320	IL01739600	IL01740870	IL01742240
IL01733200	IL01734320	IL01735680	IL01737130	IL01738360	IL01739610	IL01740890	IL01742250
IL01733210	IL01734330	IL01735690	IL01737140	IL01738380	IL01739620	IL01740910	IL01742270
IL01733220	IL01734340	IL01735710	IL01737160	IL01738390	IL01739640	IL01740930	IL01742280
IL01733240	IL01734360	IL01735720	IL01737170	IL01738410	IL01739650	IL01740940	IL01742330
IL01733300	IL01734380	IL01735730	IL01737180	IL01738440	IL01739660	IL01740950	IL01742340
IL01733310	IL01734390	IL01735750	IL01737190	IL01738460	IL01739670	IL01740980	IL01742360
IL01733330	IL01734430	IL01735800	IL01737200	IL01738470	IL01739690	IL01741000	IL01742380
IL01733340	IL01734440	IL01735840	IL01737230	IL01738480	IL01739730	IL01741010	IL01742410
IL01733350	IL01734450	IL01735890	IL01737250	IL01738490	IL01739770	IL01741050	IL01742420
IL01733370	IL01734480	IL01735920	IL01737260	IL01738510	IL01739790	IL01741060	IL01742440
IL01733390	IL01734520	IL01735940	IL01737270	IL01738520	IL01739810	IL01741070	IL01742450
IL01733410	IL01734550	IL01735970	IL01737280	IL01738560	IL01739830	IL01741090	IL01742460
IL01733420	IL01734560	IL01735990	IL01737290	IL01738570	IL01739900	IL01741130	IL01742470
IL01733450	IL01734630	IL01736060	IL01737300	IL01738590	IL01739930	IL01741140	IL01742480
IL01733460	IL01734640	IL01736070	IL01737310	IL01738600	IL01739960	IL01741150	IL01742490
IL01733470	IL01734650	IL01736080	IL01737330	IL01738610	IL01739970	IL01741160	IL01742510
IL01733510	IL01734660	IL01736140	IL01737340	IL01738650	IL01739980	IL01741170	IL01742520
IL01733520	IL01734680	IL01736150	IL01737360	IL01738660	IL01740000	IL01741210	IL01742530
IL01733530	IL01734700	IL01736160	IL01737370	IL01738670	IL01740040	IL01741220	IL01742540
IL01733540	IL01734710	IL01736200	IL01737380	IL01738690	IL01740080	IL01741240	IL01742560
IL01733550	IL01734730	IL01736210	IL01737410	IL01738720	IL01740090	IL01741250	IL01742570
IL01733560	IL01734760	IL01736220	IL01737430	IL01738730	IL01740110	IL01741270	IL01742580
IL01733570	IL01734770	IL01736230	IL01737470	IL01738740	IL01740180	IL01741300	IL01742590
IL01733590	IL01734780	IL01736240	IL01737520	IL01738750	IL01740190	IL01741320	IL01742610
IL01733610	IL01734820	IL01736250	IL01737530	IL01738760	IL01740200	IL01741390	IL01742620
IL01733620	IL01734830	IL01736270	IL01737560	IL01738770	IL01740220	IL01741400	IL01742630
IL01733630	IL01734860	IL01736310	IL01737570	IL01738780	IL01740240	IL01741420	IL01742640
IL01733650	IL01734940	IL01736320	IL01737590	IL01738790	IL01740250	IL01741470	IL01742650
IL01733660	IL01734970	IL01736390	IL01737620	IL01738800	IL01740260	IL01741480	IL01742660
IL01733680	IL01734980	IL01736420	IL01737630	IL01738820	IL01740300	IL01741490	IL01742680
IL01733690	IL01734990	IL01736450	IL01737680	IL01738830	IL01740310	IL01741500	IL01742690
IL01733700	IL01735000	IL01736460	IL01737690	IL01738860	IL01740320	IL01741530	IL01742700
IL01733750	IL01735040	IL01736480	IL01737720	IL01738890	IL01740350	IL01741540	IL01742720
IL01733770	IL01735080	IL01736490	IL01737770	IL01738900	IL01740360	IL01741550	IL01742730
IL01733790	IL01735090	IL01736530	IL01737790	IL01738920	IL01740370	IL01741580	IL01742780
IL01733810	IL01735120	IL01736540	IL01737800	IL01738950	IL01740380	IL01741610	IL01742790
IL01733820	IL01735150	IL01736560	IL01737820	IL01738980	IL01740390	IL01741640	IL01742800
IL01733830	IL01735170	IL01736570	IL01737840	IL01739020	IL01740400	IL01741680	IL01742820
IL01733840	IL01735190	IL01736580	IL01737850	IL01739070	IL01740420	IL01741710	IL01742880
IL01733850	IL01735200	IL01736610	IL01737860	IL01739180	IL01740430	IL01741770	IL01742890
IL01733860	IL01735210	IL01736620	IL01737870	IL01739200	IL01740460	IL01741820	IL01742910
IL01733870	IL01735220	IL01736630	IL01737910	IL01739220	IL01740490	IL01741840	IL01742920
IL01733880	IL01735230	IL01736680	IL01737920	IL01739230	IL01740500	IL01741850	IL01742960
IL01733940	IL01735240	IL01736720	IL01737930	IL01739260	IL01740510	IL01741860	IL01742970
IL01733950	IL01735250	IL01736730	IL01737950	IL01739270	IL01740520	IL01741870	IL01742980
IL01733960	IL01735260	IL01736750	IL01737960	IL01739330	IL01740550	IL01741880	IL01743040
IL01733970	IL01735270	IL01736780	IL01737970	IL01739360	IL01740570	IL01741960	IL01743050
IL01733990	IL01735300	IL01736800	IL01738040	IL01739370	IL01740600	IL01742020	IL01743070
IL01734000	IL01735310	IL01736830	IL01738050	IL01739380	IL01740610	IL01742040	IL01743080
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IL01734060	IL01735370	IL01736940	IL01738080	IL01739430	IL01740660	IL01742090	IL01743130
IL01734150	IL01735380	IL01736990	IL01738090	IL01739440	IL01740670	IL01742110	IL01743140
IL01734160	IL01735430	IL01737000	IL01738100	IL01739460	IL01740690	IL01742120	IL01743150
IL01734180	IL01735440	IL01737020	IL01738170	IL01739470	IL01740720	IL01742130	IL01743170
IL01734190	IL01735450	IL01737050	IL01738190	IL01739480	IL01740730	IL01742140	IL01743190
IL01734200	IL01735460	IL01737060	IL01738200	IL01739490	IL01740750	IL01742170	IL01743200
IL01734240	IL01735550	IL01737070	IL01738210	IL01739500	IL01740770	IL01742180	IL01743260
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL01743360	IL01744610	IL01745890	IL01747520	IL01748870	IL01750610	IL01752140	IL01753870
IL01743390	IL01744620	IL01745930	IL01747530	IL01748930	IL01750620	IL01752210	IL01753890
IL01743400	IL01744640	IL01745940	IL01747550	IL01749050	IL01750660	IL01752230	IL01753900
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IL01743420	IL01744720	IL01745980	IL01747570	IL01749090	IL01750710	IL01752310	IL01753980
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IL01743450	IL01744750	IL01746030	IL01747600	IL01749150	IL01750750	IL01752370	IL01754030
IL01743460	IL01744780	IL01746040	IL01747610	IL01749160	IL01750760	IL01752380	IL01754050
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IL01743980	IL01745250	IL01746770	IL01748200	IL01749800	IL01751270	IL01752970	IL01754550
IL01743990	IL01745260	IL01746800	IL01748240	IL01749840	IL01751350	IL01752980	IL01754590
IL01744030	IL01745270	IL01746820	IL01748250	IL01749910	IL01751360	IL01753020	IL01754600
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IL01744120	IL01745400	IL01746920	IL01748310	IL01749980	IL01751460	IL01753170	IL01754650
IL01744130	IL01745430	IL01746930	IL01748320	IL01749990	IL01751470	IL01753190	IL01754660
IL01744150	IL01745440	IL01746940	IL01748330	IL01750000	IL01751550	IL01753240	IL01754670
IL01744160	IL01745450	IL01746970	IL01748340	IL01750020	IL01751590	IL01753250	IL01754680
IL01744170	IL01745460	IL01746990	IL01748350	IL01750040	IL01751610	IL01753260	IL01754730
IL01744190	IL01745470	IL01747020	IL01748370	IL01750050	IL01751630	IL01753270	IL01754760
IL01744200	IL01745480	IL01747030	IL01748390	IL01750060	IL01751680	IL01753310	IL01754770
IL01744240	IL01745490	IL01747050	IL01748400	IL01750090	IL01751710	IL01753330	IL01754790
IL01744250	IL01745520	IL01747070	IL01748450	IL01750200	IL01751720	IL01753360	IL01754800
IL01744270	IL01745530	IL01747090	IL01748460	IL01750210	IL01751730	IL01753400	IL01754850
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IL01744310	IL01745580	IL01747140	IL01748490	IL01750270	IL01751840	IL01753470	IL01754910
IL01744390	IL01745590	IL01747150	IL01748520	IL01750280	IL01751860	IL01753500	IL01754920
IL01744400	IL01745600	IL01747160	IL01748540	IL01750350	IL01751870	IL01753520	IL01754930
IL01744440	IL01745620	IL01747200	IL01748600	IL01750370	IL01751890	IL01753530	IL01754940
IL01744450	IL01745640	IL01747220	IL01748610	IL01750380	IL01751910	IL01753560	IL01754960
IL01744460	IL01745660	IL01747270	IL01748660	IL01750390	IL01751930	IL01753590	IL01754970
IL01744490	IL01745670	IL01747300	IL01748690	IL01750400	IL01751950	IL01753610	IL01754990
IL01744500	IL01745680	IL01747310	IL01748710	IL01750410	IL01751960	IL01753650	IL01755000
IL01744510	IL01745740	IL01747320	IL01748750	IL01750460	IL01751980	IL01753690	IL01755010
IL01744540	IL01745760	IL01747350	IL01748770	IL01750470	IL01751990	IL01753720	IL01755020
IL01744550	IL01745770	IL01747420	IL01748780	IL01750480	IL01752000	IL01753740	IL01755030
IL01744560	IL01745780	IL01747440	IL01748820	IL01750540	IL01752040	IL01753760	IL01755050
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IL01755150	IL01756280	IL01757590	IL01758810	IL01760160	IL01761580	IL01763020	IL01764540
IL01755200	IL01756310	IL01757600	IL01758830	IL01760190	IL01761590	IL01763060	IL01764570
IL01755210	IL01756320	IL01757630	IL01758840	IL01760230	IL01761660	IL01763070	IL01764580
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IL01755250	IL01756390	IL01757730	IL01758910	IL01760330	IL01761720	IL01763110	IL01764700
IL01755270	IL01756430	IL01757740	IL01758920	IL01760340	IL01761770	IL01763130	IL01764720
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IL01755910	IL01757160	IL01758440	IL01759630	IL01761210	IL01762630	IL01764100	IL01765830
IL01755930	IL01757170	IL01758460	IL01759640	IL01761220	IL01762670	IL01764150	IL01765940
IL01755940	IL01757180	IL01758490	IL01759650	IL01761230	IL01762720	IL01764160	IL01765980
IL01755960	IL01757210	IL01758520	IL01759660	IL01761240	IL01762730	IL01764190	IL01765990
IL01755970	IL01757230	IL01758540	IL01759670	IL01761260	IL01762740	IL01764200	IL01766010
IL01755990	IL01757270	IL01758560	IL01759760	IL01761270	IL01762750	IL01764220	IL01766020
IL01756000	IL01757330	IL01758570	IL01759770	IL01761280	IL01762760	IL01764230	IL01766030
IL01756030	IL01757350	IL01758580	IL01759780	IL01761290	IL01762770	IL01764240	IL01766040
IL01756050	IL01757370	IL01758590	IL01759810	IL01761300	IL01762800	IL01764260	IL01766050
IL01756060	IL01757380	IL01758610	IL01759830	IL01761310	IL01762840	IL01764270	IL01766060
IL01756100	IL01757420	IL01758650	IL01759850	IL01761330	IL01762870	IL01764280	IL01766070
IL01756130	IL01757440	IL01758660	IL01759890	IL01761370	IL01762880	IL01764290	IL01766080
IL01756150	IL01757460	IL01758670	IL01759920	IL01761390	IL01762890	IL01764300	IL01766090
IL01756170	IL01757470	IL01758680	IL01759950	IL01761420	IL01762920	IL01764320	IL01766100
IL01756180	IL01757480	IL01758690	IL01760020	IL01761440	IL01762940	IL01764330	IL01766150
IL01756230	IL01757490	IL01758720	IL01760050	IL01761450	IL01762950	IL01764390	IL01766160

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL01766170	IL01767660	IL01768840	IL01770100	IL01771510	IL01773020	IL01774290	IL01775720
IL01766180	IL01767670	IL01768870	IL01770110	IL01771540	IL01773030	IL01774310	IL01775800
IL01766200	IL01767690	IL01768890	IL01770120	IL01771560	IL01773040	IL01774320	IL01775820
IL01766210	IL01767700	IL01768900	IL01770130	IL01771570	IL01773050	IL01774360	IL01775830
IL01766230	IL01767720	IL01768910	IL01770140	IL01771600	IL01773080	IL01774370	IL01775880
IL01766270	IL01767760	IL01768930	IL01770160	IL01771610	IL01773110	IL01774390	IL01775890
IL01766300	IL01767780	IL01768940	IL01770210	IL01771630	IL01773140	IL01774450	IL01775930
IL01766330	IL01767790	IL01768950	IL01770220	IL01771640	IL01773150	IL01774460	IL01775940
IL01766400	IL01767800	IL01768980	IL01770240	IL01771670	IL01773160	IL01774510	IL01775950
IL01766410	IL01767810	IL01768990	IL01770280	IL01771680	IL01773170	IL01774520	IL01775970
IL01766430	IL01767820	IL01769000	IL01770300	IL01771740	IL01773190	IL01774540	IL01775980
IL01766450	IL01767830	IL01769010	IL01770320	IL01771780	IL01773220	IL01774590	IL01776020
IL01766460	IL01767870	IL01769020	IL01770340	IL01771790	IL01773230	IL01774610	IL01776050
IL01766470	IL01767880	IL01769030	IL01770390	IL01771810	IL01773250	IL01774620	IL01776070
IL01766510	IL01767900	IL01769040	IL01770420	IL01771840	IL01773280	IL01774630	IL01776080
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IL01766620	IL01767960	IL01769090	IL01770480	IL01772000	IL01773340	IL01774740	IL01776160
IL01766650	IL01767980	IL01769170	IL01770540	IL01772040	IL01773350	IL01774750	IL01776170
IL01766660	IL01767990	IL01769180	IL01770560	IL01772070	IL01773360	IL01774780	IL01776190
IL01766670	IL01768020	IL01769190	IL01770590	IL01772080	IL01773380	IL01774820	IL01776240
IL01766680	IL01768030	IL01769200	IL01770600	IL01772100	IL01773390	IL01774840	IL01776280
IL01766690	IL01768040	IL01769230	IL01770630	IL01772110	IL01773400	IL01774850	IL01776340
IL01766710	IL01768090	IL01769240	IL01770670	IL01772120	IL01773410	IL01774860	IL01776350
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IL01766840	IL01768170	IL01769380	IL01770720	IL01772250	IL01773490	IL01774950	IL01776450
IL01766850	IL01768200	IL01769390	IL01770740	IL01772270	IL01773510	IL01775040	IL01776480
IL01766870	IL01768210	IL01769400	IL01770750	IL01772280	IL01773520	IL01775060	IL01776490
IL01766910	IL01768220	IL01769420	IL01770780	IL01772300	IL01773540	IL01775070	IL01776600
IL01766920	IL01768230	IL01769440	IL01770800	IL01772310	IL01773620	IL01775100	IL01776610
IL01766950	IL01768250	IL01769450	IL01770850	IL01772380	IL01773640	IL01775130	IL01776690
IL01766970	IL01768290	IL01769470	IL01770860	IL01772410	IL01773650	IL01775140	IL01776720
IL01766980	IL01768320	IL01769490	IL01770910	IL01772420	IL01773690	IL01775150	IL01776730
IL01767000	IL01768330	IL01769510	IL01770920	IL01772450	IL01773710	IL01775160	IL01776740
IL01767010	IL01768340	IL01769530	IL01770970	IL01772460	IL01773730	IL01775180	IL01776780
IL01767020	IL01768350	IL01769540	IL01770990	IL01772470	IL01773740	IL01775200	IL01776850
IL01767050	IL01768400	IL01769560	IL01771010	IL01772510	IL01773750	IL01775220	IL01776880
IL01767080	IL01768420	IL01769580	IL01771040	IL01772530	IL01773760	IL01775240	IL01776920
IL01767110	IL01768440	IL01769590	IL01771080	IL01772540	IL01773770	IL01775260	IL01776960
IL01767140	IL01768470	IL01769600	IL01771110	IL01772560	IL01773810	IL01775340	IL01776990
IL01767170	IL01768480	IL01769650	IL01771120	IL01772600	IL01773820	IL01775400	IL01777010
IL01767190	IL01768500	IL01769660	IL01771140	IL01772610	IL01773850	IL01775410	IL01777040
IL01767200	IL01768530	IL01769720	IL01771160	IL01772650	IL01773880	IL01775420	IL01777050
IL01767230	IL01768540	IL01769760	IL01771200	IL01772700	IL01773890	IL01775430	IL01777080
IL01767240	IL01768580	IL01769770	IL01771210	IL01772720	IL01773900	IL01775450	IL01777170
IL01767260	IL01768590	IL01769780	IL01771230	IL01772730	IL01773910	IL01775480	IL01777220
IL01767270	IL01768600	IL01769800	IL01771240	IL01772760	IL01773940	IL01775520	IL01777230
IL01767290	IL01768610	IL01769830	IL01771250	IL01772780	IL01773950	IL01775530	IL01777260
IL01767300	IL01768640	IL01769840	IL01771270	IL01772790	IL01774000	IL01775550	IL01777290
IL01767350	IL01768660	IL01769900	IL01771280	IL01772810	IL01774090	IL01775560	IL01777310
IL01767430	IL01768670	IL01769920	IL01771310	IL01772860	IL01774100	IL01775590	IL01777340
IL01767460	IL01768700	IL01769930	IL01771340	IL01772870	IL01774120	IL01775610	IL01777360
IL01767490	IL01768710	IL01769940	IL01771350	IL01772900	IL01774130	IL01775620	IL01777390
IL01767560	IL01768740	IL01769960	IL01771360	IL01772910	IL01774190	IL01775630	IL01777400
IL01767570	IL01768750	IL01769980	IL01771390	IL01772930	IL01774210	IL01775640	IL01777420
IL01767590	IL01768760	IL01769990	IL01771430	IL01772950	IL01774220	IL01775660	IL01777430
IL01767610	IL01768790	IL01770030	IL01771450	IL01772960	IL01774240	IL01775670	IL01777440
IL01767630	IL01768810	IL01770070	IL01771470	IL01772990	IL01774260	IL01775690	IL01777450
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IL01777480	IL01778600	IL01779940	IL01781570	IL01783040	IL01784400	IL01785580	IL01787060
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IL01777520	IL01778640	IL01780040	IL01781620	IL01783100	IL01784430	IL01785610	IL01787090
IL01777540	IL01778650	IL01780060	IL01781630	IL01783110	IL01784440	IL01785620	IL01787100
IL01777560	IL01778660	IL01780070	IL01781640	IL01783160	IL01784470	IL01785650	IL01787110
IL01777580	IL01778700	IL01780130	IL01781670	IL01783170	IL01784480	IL01785680	IL01787130
IL01777590	IL01778710	IL01780180	IL01781700	IL01783180	IL01784520	IL01785710	IL01787170
IL01777600	IL01778730	IL01780190	IL01781750	IL01783190	IL01784540	IL01785720	IL01787180
IL01777610	IL01778740	IL01780200	IL01781760	IL01783200	IL01784570	IL01785730	IL01787230
IL01777620	IL01778800	IL01780230	IL01781770	IL01783220	IL01784590	IL01785740	IL01787240
IL01777630	IL01778810	IL01780260	IL01781790	IL01783240	IL01784600	IL01785750	IL01787280
IL01777640	IL01778860	IL01780270	IL01781810	IL01783260	IL01784610	IL01785770	IL01787290
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IL01777720	IL01778940	IL01780330	IL01781950	IL01783370	IL01784690	IL01785870	IL01787440
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IL01777740	IL01778960	IL01780390	IL01782040	IL01783440	IL01784720	IL01785900	IL01787500
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IL01777890	IL01779120	IL01780600	IL01782240	IL01783640	IL01785000	IL01786210	IL01787760
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IL01777920	IL01779180	IL01780660	IL01782270	IL01783710	IL01785040	IL01786330	IL01787810
IL01777930	IL01779230	IL01780690	IL01782290	IL01783720	IL01785070	IL01786410	IL01787830
IL01777940	IL01779240	IL01780730	IL01782360	IL01783760	IL01785090	IL01786420	IL01787850
IL01777950	IL01779280	IL01780750	IL01782460	IL01783830	IL01785100	IL01786430	IL01787860
IL01777960	IL01779290	IL01780760	IL01782520	IL01783860	IL01785120	IL01786440	IL01787900
IL01777990	IL01779320	IL01780780	IL01782530	IL01783910	IL01785150	IL01786460	IL01788020
IL01778010	IL01779340	IL01780810	IL01782550	IL01783940	IL01785170	IL01786470	IL01788030
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IL01778070	IL01779380	IL01780840	IL01782620	IL01783980	IL01785200	IL01786510	IL01788070
IL01778110	IL01779420	IL01780850	IL01782630	IL01784000	IL01785220	IL01786530	IL01788090
IL01778150	IL01779430	IL01780900	IL01782640	IL01784010	IL01785240	IL01786540	IL01788100
IL01778160	IL01779440	IL01780930	IL01782660	IL01784020	IL01785260	IL01786550	IL01788140
IL01778170	IL01779450	IL01780950	IL01782680	IL01784040	IL01785270	IL01786570	IL01788150
IL01778200	IL01779480	IL01780960	IL01782690	IL01784080	IL01785300	IL01786580	IL01788200
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IL01778340	IL01779620	IL01781170	IL01782790	IL01784210	IL01785400	IL01786830	IL01788360
IL01778350	IL01779640	IL01781180	IL01782800	IL01784220	IL01785420	IL01786840	IL01788370
IL01778380	IL01779670	IL01781210	IL01782810	IL01784240	IL01785430	IL01786850	IL01788380
IL01778390	IL01779700	IL01781230	IL01782830	IL01784250	IL01785440	IL01786870	IL01788480
IL01778400	IL01779710	IL01781250	IL01782840	IL01784260	IL01785450	IL01786890	IL01788490
IL01778430	IL01779720	IL01781330	IL01782850	IL01784280	IL01785470	IL01786900	IL01788510
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IL01778470	IL01779760	IL01781390	IL01782890	IL01784330	IL01785490	IL01786940	IL01788540
IL01778500	IL01779780	IL01781410	IL01782910	IL01784340	IL01785500	IL01786960	IL01788570
IL01778510	IL01779810	IL01781480	IL01782980	IL01784370	IL01785510	IL01787000	IL01788600
IL01778550	IL01779870	IL01781510	IL01783010	IL01784380	IL01785520	IL01787010	IL01788630
IL01778580	IL01779910	IL01781540	IL01783020	IL01784390	IL01785530	IL01787020	IL01788650

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IL01788710	IL01790070	IL01791560	IL01793060	IL01794480	IL01795970	IL01797320	IL01798710
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IL01788740	IL01790110	IL01791610	IL01793110	IL01794510	IL01796010	IL01797360	IL01798820
IL01788790	IL01790150	IL01791620	IL01793120	IL01794520	IL01796020	IL01797370	IL01798880
IL01788810	IL01790160	IL01791660	IL01793130	IL01794540	IL01796080	IL01797390	IL01798970
IL01788900	IL01790230	IL01791690	IL01793140	IL01794550	IL01796120	IL01797400	IL01798980
IL01788920	IL01790240	IL01791710	IL01793150	IL01794600	IL01796130	IL01797410	IL01798990
IL01788960	IL01790300	IL01791720	IL01793160	IL01794620	IL01796140	IL01797420	IL01799000
IL01788970	IL01790310	IL01791780	IL01793170	IL01794690	IL01796150	IL01797440	IL01799060
IL01788990	IL01790320	IL01791810	IL01793190	IL01794710	IL01796180	IL01797470	IL01799070
IL01789010	IL01790350	IL01791820	IL01793200	IL01794720	IL01796190	IL01797480	IL01799080
IL01789040	IL01790390	IL01791840	IL01793230	IL01794740	IL01796200	IL01797490	IL01799120
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IL01789120	IL01790460	IL01791940	IL01793290	IL01794800	IL01796280	IL01797550	IL01799200
IL01789170	IL01790480	IL01791960	IL01793310	IL01794810	IL01796290	IL01797590	IL01799210
IL01789180	IL01790490	IL01791970	IL01793320	IL01794820	IL01796300	IL01797610	IL01799220
IL01789190	IL01790510	IL01791980	IL01793340	IL01794850	IL01796320	IL01797620	IL01799250
IL01789210	IL01790520	IL01792010	IL01793350	IL01794890	IL01796340	IL01797630	IL01799270
IL01789220	IL01790610	IL01792040	IL01793400	IL01794900	IL01796350	IL01797650	IL01799280
IL01789230	IL01790650	IL01792060	IL01793470	IL01794910	IL01796370	IL01797680	IL01799290
IL01789250	IL01790710	IL01792070	IL01793540	IL01794950	IL01796380	IL01797690	IL01799300
IL01789260	IL01790720	IL01792080	IL01793550	IL01794970	IL01796470	IL01797700	IL01799340
IL01789290	IL01790760	IL01792140	IL01793570	IL01794980	IL01796490	IL01797710	IL01799380
IL01789340	IL01790780	IL01792150	IL01793580	IL01795040	IL01796510	IL01797720	IL01799390
IL01789360	IL01790800	IL01792170	IL01793590	IL01795050	IL01796520	IL01797760	IL01799400
IL01789370	IL01790810	IL01792200	IL01793600	IL01795100	IL01796550	IL01797780	IL01799450
IL01789390	IL01790830	IL01792230	IL01793620	IL01795140	IL01796590	IL01797820	IL01799460
IL01789400	IL01790840	IL01792250	IL01793630	IL01795160	IL01796610	IL01797910	IL01799470
IL01789410	IL01790850	IL01792270	IL01793640	IL01795170	IL01796630	IL01797960	IL01799490
IL01789430	IL01790890	IL01792330	IL01793680	IL01795250	IL01796690	IL01797970	IL01799500
IL01789440	IL01790910	IL01792370	IL01793720	IL01795290	IL01796730	IL01797980	IL01799510
IL01789450	IL01790920	IL01792380	IL01793740	IL01795300	IL01796740	IL01797990	IL01799560
IL01789460	IL01790970	IL01792390	IL01793750	IL01795330	IL01796760	IL01798010	IL01799590
IL01789470	IL01790980	IL01792400	IL01793770	IL01795370	IL01796770	IL01798020	IL01799600
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IL01789490	IL01791030	IL01792420	IL01793790	IL01795410	IL01796810	IL01798050	IL01799620
IL01789510	IL01791080	IL01792450	IL01793830	IL01795420	IL01796820	IL01798060	IL01799630
IL01789520	IL01791090	IL01792490	IL01793890	IL01795440	IL01796830	IL01798070	IL01799640
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IL01789650	IL01791130	IL01792520	IL01793920	IL01795520	IL01796940	IL01798270	IL01799690
IL01789690	IL01791140	IL01792560	IL01793940	IL01795540	IL01796950	IL01798280	IL01799740
IL01789710	IL01791150	IL01792600	IL01793960	IL01795550	IL01796960	IL01798290	IL01799820
IL01789720	IL01791160	IL01792620	IL01794020	IL01795580	IL01796970	IL01798350	IL01799840
IL01789750	IL01791170	IL01792630	IL01794070	IL01795630	IL01796990	IL01798390	IL01799850
IL01789760	IL01791190	IL01792640	IL01794090	IL01795680	IL01797010	IL01798410	IL01799860
IL01789780	IL01791250	IL01792660	IL01794110	IL01795720	IL01797030	IL01798420	IL01799890
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IL01789870	IL01791300	IL01792750	IL01794150	IL01795740	IL01797050	IL01798440	IL01799990
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IL01789960	IL01791390	IL01792860	IL01794240	IL01795860	IL01797200	IL01798560	IL01800120
IL01789970	IL01791400	IL01792900	IL01794280	IL01795870	IL01797230	IL01798570	IL01800130
IL01789980	IL01791440	IL01792910	IL01794310	IL01795910	IL01797240	IL01798610	IL01800150
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IL01790040	IL01791480	IL01793020	IL01794430	IL01795950	IL01797290	IL01798660	IL01800250
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IL01800300	IL01801860	IL01803140	IL01804460	IL01806310	IL01807760	IL01808900	IL01810330
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IL01800330	IL01801890	IL01803180	IL01804490	IL01806350	IL01807790	IL01808920	IL01810390
IL01800420	IL01801910	IL01803190	IL01804500	IL01806390	IL01807810	IL01808970	IL01810440
IL01800450	IL01801920	IL01803200	IL01804510	IL01806400	IL01807830	IL01808980	IL01810450
IL01800460	IL01801930	IL01803240	IL01804520	IL01806430	IL01807850	IL01809000	IL01810460
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IL01800620	IL01802030	IL01803390	IL01804720	IL01806560	IL01807920	IL01809160	IL01810570
IL01800640	IL01802110	IL01803420	IL01804750	IL01806570	IL01807950	IL01809240	IL01810600
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IL01800730	IL01802180	IL01803450	IL01804880	IL01806610	IL01807980	IL01809270	IL01810670
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IL01800830	IL01802200	IL01803480	IL01804930	IL01806640	IL01808010	IL01809310	IL01810700
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IL01800950	IL01802400	IL01803660	IL01805150	IL01806830	IL01808090	IL01809430	IL01810940
IL01801020	IL01802410	IL01803680	IL01805180	IL01806840	IL01808130	IL01809440	IL01810950
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IL01801090	IL01802480	IL01803810	IL01805280	IL01806960	IL01808210	IL01809490	IL01811030
IL01801100	IL01802490	IL01803820	IL01805330	IL01806970	IL01808250	IL01809510	IL01811060
IL01801130	IL01802520	IL01803840	IL01805370	IL01806990	IL01808260	IL01809520	IL01811070
IL01801200	IL01802540	IL01803850	IL01805430	IL01807000	IL01808320	IL01809530	IL01811080
IL01801220	IL01802570	IL01803890	IL01805440	IL01807010	IL01808330	IL01809540	IL01811090
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IL01801240	IL01802590	IL01803920	IL01805520	IL01807030	IL01808360	IL01809690	IL01811170
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IL01801330	IL01802660	IL01804000	IL01805570	IL01807100	IL01808450	IL01809750	IL01811220
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IL01801380	IL01802700	IL01804030	IL01805600	IL01807180	IL01808470	IL01809770	IL01811240
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IL01801460	IL01802750	IL01804080	IL01805670	IL01807260	IL01808530	IL01809880	IL01811320
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IL01801500	IL01802810	IL01804130	IL01805700	IL01807310	IL01808590	IL01809920	IL01811370
IL01801580	IL01802840	IL01804140	IL01805710	IL01807330	IL01808620	IL01809970	IL01811380
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IL01801600	IL01802880	IL01804200	IL01805770	IL01807350	IL01808650	IL01810000	IL01811440
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IL01801650	IL01802930	IL01804270	IL01805830	IL01807430	IL01808700	IL01810040	IL01811490
IL01801660	IL01802940	IL01804280	IL01805840	IL01807440	IL01808710	IL01810080	IL01811520
IL01801690	IL01802960	IL01804290	IL01805890	IL01807460	IL01808730	IL01810100	IL01811530
IL01801700	IL01802970	IL01804310	IL01805930	IL01807470	IL01808740	IL01810140	IL01811540
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IL01801760	IL01803020	IL01804350	IL01806040	IL01807500	IL01808780	IL01810180	IL01811590
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IL01801790	IL01803070	IL01804400	IL01806180	IL01807540	IL01808810	IL01810230	IL01811620
IL01801820	IL01803100	IL01804440	IL01806220	IL01807610	IL01808830	IL01810270	IL01811640
IL01801840	IL01803110	IL01804450	IL01806260	IL01807620	IL01808880	IL01810300	IL01811670

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IL01811680	IL01813110	IL01814480	IL01816240	IL01817620	IL01819130	IL01820580	IL01822200
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IL01811720	IL01813190	IL01814540	IL01816260	IL01817640	IL01819170	IL01820680	IL01822260
IL01811730	IL01813200	IL01814580	IL01816270	IL01817650	IL01819180	IL01820690	IL01822340
IL01811760	IL01813220	IL01814590	IL01816280	IL01817660	IL01819200	IL01820740	IL01822350
IL01811770	IL01813230	IL01814650	IL01816290	IL01817670	IL01819210	IL01820750	IL01822440
IL01811780	IL01813250	IL01814670	IL01816310	IL01817690	IL01819230	IL01820800	IL01822450
IL01811800	IL01813300	IL01814680	IL01816330	IL01817730	IL01819240	IL01820810	IL01822460
IL01811810	IL01813310	IL01814710	IL01816400	IL01817740	IL01819260	IL01820870	IL01822550
IL01811850	IL01813320	IL01814760	IL01816430	IL01817750	IL01819270	IL01820880	IL01822590
IL01811860	IL01813400	IL01814770	IL01816440	IL01817760	IL01819290	IL01820890	IL01822610
IL01811870	IL01813420	IL01814780	IL01816460	IL01817770	IL01819340	IL01820910	IL01822620
IL01811930	IL01813430	IL01814800	IL01816490	IL01817780	IL01819360	IL01820920	IL01822630
IL01811970	IL01813450	IL01814810	IL01816500	IL01817790	IL01819380	IL01820940	IL01822640
IL01811980	IL01813480	IL01814840	IL01816510	IL01817800	IL01819390	IL01820960	IL01822660
IL01811990	IL01813520	IL01814880	IL01816520	IL01817820	IL01819430	IL01821010	IL01822670
IL01812050	IL01813540	IL01814950	IL01816540	IL01817840	IL01819480	IL01821080	IL01822680
IL01812100	IL01813560	IL01814960	IL01816560	IL01817860	IL01819500	IL01821090	IL01822690
IL01812130	IL01813570	IL01815010	IL01816570	IL01817880	IL01819560	IL01821120	IL01822710
IL01812150	IL01813580	IL01815020	IL01816580	IL01817890	IL01819570	IL01821130	IL01822720
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IL01812220	IL01813600	IL01815040	IL01816600	IL01818000	IL01819590	IL01821150	IL01822760
IL01812230	IL01813610	IL01815070	IL01816620	IL01818010	IL01819600	IL01821160	IL01822860
IL01812250	IL01813620	IL01815080	IL01816650	IL01818020	IL01819610	IL01821170	IL01822880
IL01812290	IL01813630	IL01815090	IL01816710	IL01818060	IL01819630	IL01821200	IL01822920
IL01812420	IL01813640	IL01815100	IL01816770	IL01818070	IL01819640	IL01821240	IL01822930
IL01812460	IL01813650	IL01815110	IL01816790	IL01818080	IL01819660	IL01821250	IL01822950
IL01812470	IL01813660	IL01815130	IL01816840	IL01818140	IL01819670	IL01821260	IL01822970
IL01812540	IL01813670	IL01815160	IL01816860	IL01818160	IL01819700	IL01821300	IL01822990
IL01812570	IL01813690	IL01815210	IL01816870	IL01818180	IL01819710	IL01821380	IL01823010
IL01812580	IL01813700	IL01815270	IL01816880	IL01818210	IL01819720	IL01821410	IL01823040
IL01812590	IL01813720	IL01815310	IL01816900	IL01818220	IL01819730	IL01821430	IL01823050
IL01812600	IL01813730	IL01815320	IL01816920	IL01818240	IL01819740	IL01821440	IL01823060
IL01812610	IL01813750	IL01815330	IL01816930	IL01818270	IL01819800	IL01821450	IL01823080
IL01812620	IL01813760	IL01815350	IL01816940	IL01818280	IL01819830	IL01821460	IL01823100
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IL01812640	IL01813790	IL01815400	IL01817010	IL01818300	IL01819870	IL01821490	IL01823150
IL01812650	IL01813840	IL01815410	IL01817040	IL01818310	IL01819880	IL01821500	IL01823220
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IL01812700	IL01813890	IL01815460	IL01817080	IL01818430	IL01820040	IL01821550	IL01823300
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IL01812760	IL01813990	IL01815520	IL01817170	IL01818510	IL01820160	IL01821650	IL01823380
IL01812770	IL01814050	IL01815560	IL01817220	IL01818550	IL01820190	IL01821660	IL01823390
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IL01812820	IL01814090	IL01815730	IL01817300	IL01818620	IL01820330	IL01821720	IL01823430
IL01812830	IL01814180	IL01815750	IL01817340	IL01818660	IL01820340	IL01821740	IL01823440
IL01812840	IL01814190	IL01815760	IL01817350	IL01818700	IL01820350	IL01821830	IL01823500
IL01812850	IL01814210	IL01815770	IL01817380	IL01818740	IL01820360	IL01821870	IL01823560
IL01812870	IL01814230	IL01815780	IL01817390	IL01818780	IL01820380	IL01821930	IL01823590
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IL01812950	IL01814290	IL01815820	IL01817470	IL01818850	IL01820400	IL01822000	IL01823630
IL01812960	IL01814300	IL01815880	IL01817480	IL01818870	IL01820440	IL01822020	IL01823650
IL01812970	IL01814340	IL01816120	IL01817500	IL01818880	IL01820460	IL01822080	IL01823660
IL01813000	IL01814350	IL01816130	IL01817520	IL01818890	IL01820470	IL01822150	IL01823720
IL01813040	IL01814390	IL01816140	IL01817530	IL01819000	IL01820500	IL01822170	IL01823730
IL01813090	IL01814430	IL01816150	IL01817540	IL01819040	IL01820530	IL01822180	IL01823740
IL01813100	IL01814470	IL01816160	IL01817560	IL01819060	IL01820550	IL01822190	IL01823760

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IL01823770	IL01825130	IL01826460	IL01827850	IL01829320	IL01831040	IL01832440	IL01833880
IL01823820	IL01825140	IL01826490	IL01827900	IL01829360	IL01831050	IL01832460	IL01833900
IL01823830	IL01825150	IL01826500	IL01827920	IL01829380	IL01831110	IL01832470	IL01833910
IL01823840	IL01825160	IL01826510	IL01827930	IL01829420	IL01831130	IL01832530	IL01833920
IL01823860	IL01825170	IL01826540	IL01827970	IL01829430	IL01831160	IL01832550	IL01833960
IL01823880	IL01825190	IL01826570	IL01827980	IL01829470	IL01831170	IL01832570	IL01833980
IL01823900	IL01825200	IL01826590	IL01828010	IL01829510	IL01831180	IL01832610	IL01833990
IL01823930	IL01825210	IL01826630	IL01828020	IL01829520	IL01831190	IL01832620	IL01834010
IL01823960	IL01825220	IL01826650	IL01828050	IL01829530	IL01831220	IL01832640	IL01834030
IL01823970	IL01825240	IL01826690	IL01828070	IL01829550	IL01831230	IL01832650	IL01834050
IL01823980	IL01825250	IL01826700	IL01828090	IL01829560	IL01831250	IL01832660	IL01834060
IL01824000	IL01825260	IL01826710	IL01828100	IL01829570	IL01831350	IL01832670	IL01834070
IL01824030	IL01825310	IL01826720	IL01828110	IL01829640	IL01831420	IL01832720	IL01834090
IL01824040	IL01825340	IL01826730	IL01828120	IL01829690	IL01831430	IL01832740	IL01834100
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IL01824060	IL01825400	IL01826770	IL01828170	IL01829820	IL01831480	IL01832810	IL01834150
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IL01824080	IL01825430	IL01826820	IL01828200	IL01829850	IL01831510	IL01832840	IL01834200
IL01824100	IL01825460	IL01826830	IL01828230	IL01829860	IL01831540	IL01832850	IL01834230
IL01824110	IL01825490	IL01826850	IL01828250	IL01829870	IL01831550	IL01832870	IL01834240
IL01824130	IL01825510	IL01826920	IL01828270	IL01829890	IL01831560	IL01832910	IL01834260
IL01824140	IL01825520	IL01826930	IL01828290	IL01829930	IL01831570	IL01832920	IL01834310
IL01824150	IL01825570	IL01826940	IL01828300	IL01829940	IL01831580	IL01832930	IL01834320
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IL01824340	IL01825880	IL01827110	IL01828720	IL01830280	IL01831740	IL01833110	IL01834470
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IL01824490	IL01825980	IL01827210	IL01828790	IL01830420	IL01831830	IL01833280	IL01834590
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IL01824570	IL01826100	IL01827350	IL01828860	IL01830560	IL01831870	IL01833390	IL01834730
IL01824590	IL01826120	IL01827390	IL01828870	IL01830570	IL01831910	IL01833430	IL01834740
IL01824610	IL01826140	IL01827410	IL01828880	IL01830590	IL01831930	IL01833450	IL01834770
IL01824620	IL01826150	IL01827430	IL01828890	IL01830620	IL01831960	IL01833470	IL01834790
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IL01824750	IL01826170	IL01827460	IL01828910	IL01830690	IL01832040	IL01833530	IL01834810
IL01824820	IL01826180	IL01827500	IL01828980	IL01830700	IL01832060	IL01833540	IL01834850
IL01824830	IL01826190	IL01827520	IL01829010	IL01830710	IL01832080	IL01833550	IL01834880
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IL01824880	IL01826230	IL01827570	IL01829040	IL01830760	IL01832100	IL01833600	IL01834910
IL01824890	IL01826250	IL01827580	IL01829050	IL01830770	IL01832110	IL01833620	IL01834920
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IL01824980	IL01826340	IL01827650	IL01829100	IL01830830	IL01832180	IL01833680	IL01835020
IL01824990	IL01826350	IL01827670	IL01829110	IL01830860	IL01832210	IL01833690	IL01835070
IL01825020	IL01826370	IL01827680	IL01829140	IL01830870	IL01832280	IL01833700	IL01835080
IL01825030	IL01826390	IL01827700	IL01829190	IL01830930	IL01832300	IL01833730	IL01835100
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IL01825100	IL01826420	IL01827760	IL01829220	IL01830950	IL01832370	IL01833770	IL01835140
IL01825110	IL01826430	IL01827780	IL01829290	IL01830990	IL01832400	IL01833800	IL01835170
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IL01835210	IL01836510	IL01837760	IL01838960	IL01840610	IL01842200	IL01843750	IL01844910
IL01835220	IL01836530	IL01837770	IL01838990	IL01840620	IL01842210	IL01843760	IL01844920
IL01835240	IL01836540	IL01837780	IL01839010	IL01840660	IL01842240	IL01843770	IL01844950
IL01835290	IL01836560	IL01837790	IL01839040	IL01840680	IL01842250	IL01843780	IL01844960
IL01835310	IL01836570	IL01837800	IL01839050	IL01840790	IL01842310	IL01843790	IL01844970
IL01835330	IL01836580	IL01837810	IL01839060	IL01840800	IL01842320	IL01843800	IL01844980
IL01835340	IL01836590	IL01837820	IL01839080	IL01840840	IL01842330	IL01843810	IL01844990
IL01835350	IL01836630	IL01837890	IL01839090	IL01840860	IL01842340	IL01843840	IL01845010
IL01835360	IL01836660	IL01837900	IL01839110	IL01840880	IL01842370	IL01843870	IL01845040
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IL01836000	IL01837160	IL01838260	IL01839930	IL01841390	IL01843080	IL01844420	IL01845710
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IL01836150	IL01837400	IL01838420	IL01840080	IL01841650	IL01843290	IL01844550	IL01845820
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IL01836180	IL01837450	IL01838500	IL01840110	IL01841680	IL01843330	IL01844580	IL01845890
IL01836190	IL01837460	IL01838570	IL01840150	IL01841690	IL01843340	IL01844600	IL01845970
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IL01836210	IL01837480	IL01838610	IL01840210	IL01841740	IL01843370	IL01844660	IL01845990
IL01836240	IL01837490	IL01838640	IL01840240	IL01841800	IL01843440	IL01844680	IL01846010
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IL01836310	IL01837550	IL01838760	IL01840330	IL01841960	IL01843570	IL01844800	IL01846100
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IL01836350	IL01837570	IL01838790	IL01840410	IL01842010	IL01843650	IL01844830	IL01846180
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IL01836380	IL01837630	IL01838850	IL01840520	IL01842130	IL01843700	IL01844880	IL01846220
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IL01846330	IL01847720	IL01849170	IL01850640	IL01852010	IL01853350	IL01854790	IL01856080
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IL01846450	IL01847870	IL01849370	IL01850760	IL01852110	IL01853470	IL01854890	IL01856170
IL01846480	IL01847880	IL01849380	IL01850770	IL01852130	IL01853480	IL01854940	IL01856210
IL01846510	IL01847910	IL01849400	IL01850780	IL01852170	IL01853510	IL01854980	IL01856250
IL01846520	IL01847920	IL01849410	IL01850810	IL01852190	IL01853530	IL01855090	IL01856260
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IL01847400	IL01848940	IL01850330	IL01851700	IL01852950	IL01854560	IL01855800	IL01857000
IL01847430	IL01848950	IL01850350	IL01851740	IL01852980	IL01854580	IL01855810	IL01857010
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IL01847490	IL01849030	IL01850420	IL01851840	IL01853060	IL01854680	IL01855880	IL01857050
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IL01857250	IL01859050	IL01860640	IL01861950	IL01863240	IL01864470	IL01865960	IL01867270
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IL01868440	IL01869820	IL01871220	IL01872660	IL01874160	IL01875610	IL01877090	IL01878130
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IL01869420	IL01870910	IL01872270	IL01873860	IL01875340	IL01876740	IL01877860	IL01879240
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IL01890750	IL01892160	IL01893650	IL01894870	IL01896240	IL01897540	IL01898790	IL01900250
IL01890770	IL01892170	IL01893720	IL01894900	IL01896260	IL01897560	IL01898840	IL01900270
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IL01890820	IL01892240	IL01893870	IL01894930	IL01896310	IL01897600	IL01898870	IL01900420
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IL01890850	IL01892300	IL01893910	IL01895030	IL01896360	IL01897670	IL01898920	IL01900450
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IL01890930	IL01892400	IL01894050	IL01895140	IL01896460	IL01897780	IL01899160	IL01900670
IL01890950	IL01892410	IL01894060	IL01895150	IL01896470	IL01897830	IL01899190	IL01900720
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IL01891290	IL01892970	IL01894320	IL01895450	IL01896730	IL01898130	IL01899570	IL01901300
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IL01901360	IL01902520	IL01904040	IL01905560	IL01906900	IL01908190	IL01909560	IL01911010
IL01901370	IL01902560	IL01904050	IL01905590	IL01906910	IL01908200	IL01909590	IL01911020
IL01901380	IL01902570	IL01904070	IL01905600	IL01906920	IL01908210	IL01909600	IL01911030
IL01901390	IL01902590	IL01904110	IL01905620	IL01906930	IL01908260	IL01909620	IL01911070
IL01901400	IL01902630	IL01904120	IL01905630	IL01906940	IL01908270	IL01909630	IL01911090
IL01901410	IL01902690	IL01904180	IL01905640	IL01906960	IL01908300	IL01909640	IL01911130
IL01901420	IL01902710	IL01904190	IL01905670	IL01906970	IL01908360	IL01909650	IL01911140
IL01901430	IL01902720	IL01904200	IL01905680	IL01906980	IL01908370	IL01909680	IL01911150
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IL01901470	IL01902740	IL01904220	IL01905740	IL01907030	IL01908400	IL01909700	IL01911210
IL01901480	IL01902750	IL01904230	IL01905760	IL01907050	IL01908410	IL01909730	IL01911340
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IL01902040	IL01903380	IL01904850	IL01906260	IL01907650	IL01908980	IL01910180	IL01911920
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IL01902170	IL01903470	IL01905040	IL01906320	IL01907800	IL01909080	IL01910250	IL01912030
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IL01902240	IL01903600	IL01905090	IL01906380	IL01907830	IL01909150	IL01910320	IL01912080
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IL01902280	IL01903680	IL01905150	IL01906410	IL01907850	IL01909220	IL01910380	IL01912130
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IL01902450	IL01903950	IL01905390	IL01906820	IL01908080	IL01909420	IL01910890	IL01912340
IL01902470	IL01903960	IL01905410	IL01906850	IL01908120	IL01909440	IL01910920	IL01912350
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IL01912490	IL01913980	IL01915800	IL01917160	IL01918420	IL01919770	IL01921600	IL01922920
IL01912520	IL01914150	IL01915820	IL01917210	IL01918490	IL01919800	IL01921640	IL01922930
IL01912570	IL01914160	IL01915830	IL01917240	IL01918500	IL01919810	IL01921650	IL01922940
IL01912580	IL01914190	IL01915850	IL01917260	IL01918540	IL01919850	IL01921690	IL01922950
IL01912600	IL01914210	IL01915890	IL01917290	IL01918570	IL01919860	IL01921750	IL01922960
IL01912620	IL01914220	IL01915950	IL01917340	IL01918580	IL01919870	IL01921760	IL01922970
IL01912690	IL01914230	IL01915980	IL01917350	IL01918590	IL01919930	IL01921770	IL01923030
IL01912710	IL01914320	IL01915990	IL01917360	IL01918620	IL01919950	IL01921790	IL01923070
IL01912730	IL01914340	IL01916030	IL01917380	IL01918630	IL01919970	IL01921800	IL01923100
IL01912770	IL01914360	IL01916080	IL01917390	IL01918640	IL01920010	IL01921840	IL01923130
IL01912780	IL01914380	IL01916100	IL01917400	IL01918650	IL01920020	IL01921870	IL01923170
IL01912800	IL01914390	IL01916130	IL01917410	IL01918660	IL01920040	IL01921910	IL01923180
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IL01912840	IL01914470	IL01916150	IL01917470	IL01918720	IL01920090	IL01921950	IL01923250
IL01912860	IL01914490	IL01916170	IL01917480	IL01918730	IL01920120	IL01921960	IL01923260
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IL01912980	IL01914570	IL01916230	IL01917550	IL01918780	IL01920170	IL01922000	IL01923390
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IL01913030	IL01914620	IL01916280	IL01917630	IL01918820	IL01920290	IL01922030	IL01923430
IL01913080	IL01914670	IL01916300	IL01917640	IL01918830	IL01920330	IL01922070	IL01923470
IL01913090	IL01914710	IL01916350	IL01917730	IL01918840	IL01920340	IL01922090	IL01923480
IL01913100	IL01914720	IL01916370	IL01917750	IL01918870	IL01920360	IL01922110	IL01923500
IL01913120	IL01914730	IL01916400	IL01917760	IL01918890	IL01920380	IL01922120	IL01923530
IL01913150	IL01914770	IL01916410	IL01917770	IL01918910	IL01920400	IL01922130	IL01923580
IL01913210	IL01914790	IL01916420	IL01917790	IL01918930	IL01920470	IL01922160	IL01923620
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IL01913250	IL01914820	IL01916540	IL01917870	IL01919020	IL01920500	IL01922180	IL01923680
IL01913270	IL01914870	IL01916550	IL01917880	IL01919040	IL01920520	IL01922200	IL01923690
IL01913280	IL01914930	IL01916570	IL01917900	IL01919070	IL01920530	IL01922220	IL01923700
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IL01913340	IL01914980	IL01916590	IL01917970	IL01919100	IL01920590	IL01922250	IL01923730
IL01913370	IL01914990	IL01916600	IL01917980	IL01919120	IL01920620	IL01922270	IL01923760
IL01913380	IL01915010	IL01916630	IL01918010	IL01919170	IL01920630	IL01922300	IL01923830
IL01913390	IL01915060	IL01916640	IL01918020	IL01919220	IL01920670	IL01922310	IL01923840
IL01913400	IL01915080	IL01916650	IL01918040	IL01919240	IL01920700	IL01922340	IL01923850
IL01913410	IL01915090	IL01916670	IL01918060	IL01919300	IL01920720	IL01922360	IL01923910
IL01913420	IL01915130	IL01916680	IL01918070	IL01919320	IL01920740	IL01922370	IL01923980
IL01913450	IL01915140	IL01916690	IL01918090	IL01919360	IL01920750	IL01922420	IL01923990
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IL01913500	IL01915230	IL01916720	IL01918110	IL01919420	IL01920940	IL01922480	IL01924010
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IL01913540	IL01915280	IL01916750	IL01918130	IL01919460	IL01920970	IL01922530	IL01924040
IL01913550	IL01915320	IL01916760	IL01918140	IL01919470	IL01920980	IL01922540	IL01924060
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IL01913590	IL01915370	IL01916810	IL01918170	IL01919540	IL01921020	IL01922570	IL01924160
IL01913600	IL01915380	IL01916830	IL01918180	IL01919560	IL01921030	IL01922590	IL01924220
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IL01913650	IL01915440	IL01916920	IL01918230	IL01919620	IL01921250	IL01922690	IL01924250
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IL01913720	IL01915490	IL01916960	IL01918290	IL01919640	IL01921270	IL01922720	IL01924320
IL01913740	IL01915530	IL01916990	IL01918300	IL01919650	IL01921340	IL01922730	IL01924330
IL01913750	IL01915560	IL01917000	IL01918320	IL01919660	IL01921400	IL01922740	IL01924400
IL01913760	IL01915610	IL01917020	IL01918340	IL01919670	IL01921420	IL01922760	IL01924410
IL01913770	IL01915680	IL01917030	IL01918350	IL01919680	IL01921440	IL01922780	IL01924430
IL01913830	IL01915700	IL01917040	IL01918360	IL01919700	IL01921480	IL01922810	IL01924440
IL01913840	IL01915760	IL01917060	IL01918370	IL01919710	IL01921550	IL01922820	IL01924450
IL01913890	IL01915770	IL01917070	IL01918380	IL01919720	IL01921560	IL01922890	IL01924460
IL01913930	IL01915780	IL01917110	IL01918390	IL01919740	IL01921570	IL01922900	IL01924480
IL01913940	IL01915790	IL01917150	IL01918410	IL01919750	IL01921580	IL01922910	IL01924500

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IL01924510	IL01926140	IL01927680	IL01928900	IL01930260	IL01931720	IL01933000	IL01934600
IL01924550	IL01926150	IL01927720	IL01928920	IL01930310	IL01931730	IL01933050	IL01934610
IL01924590	IL01926160	IL01927730	IL01928930	IL01930320	IL01931750	IL01933060	IL01934630
IL01924650	IL01926170	IL01927750	IL01928970	IL01930360	IL01931760	IL01933080	IL01934680
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IL01924710	IL01926230	IL01927770	IL01929000	IL01930540	IL01931780	IL01933140	IL01934710
IL01924720	IL01926240	IL01927780	IL01929020	IL01930550	IL01931820	IL01933150	IL01934730
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IL01924850	IL01926330	IL01927840	IL01929050	IL01930570	IL01931840	IL01933200	IL01934820
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL01958240	IL01959230	IL01960760	IL01961980	IL01963400	IL01964950	IL01966170	IL01967670
IL01958270	IL01959290	IL01960770	IL01962000	IL01963410	IL01964960	IL01966180	IL01967680
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IL01967770	IL01969020	IL01970430	IL01971780	IL01972930	IL01974300	IL01975510	IL01977000
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IL01967840	IL01969090	IL01970540	IL01971920	IL01973000	IL01974380	IL01975720	IL01977140
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IL01967870	IL01969160	IL01970560	IL01971950	IL01973020	IL01974400	IL01975810	IL01977160
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IL01968350	IL01969740	IL01970990	IL01972240	IL01973470	IL01974770	IL01976140	IL01977770
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IL01968650	IL01970150	IL01971340	IL01972540	IL01973910	IL01975150	IL01976580	IL01978110
IL01968660	IL01970160	IL01971370	IL01972550	IL01973920	IL01975160	IL01976600	IL01978130
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL01978500	IL01979630	IL01981060	IL01982220	IL01983650	IL01984980	IL01986020	IL01987540
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IL01979210	IL01980550	IL01981790	IL01983130	IL01984540	IL01985630	IL01986820	IL01988300
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IL01979270	IL01980640	IL01981850	IL01983290	IL01984600	IL01985710	IL01986960	IL01988370
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IL01979430	IL01980750	IL01981970	IL01983420	IL01984730	IL01985790	IL01987180	IL01988480
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IL01979610	IL01981040	IL01982200	IL01983610	IL01984960	IL01986000	IL01987430	IL01988820
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IL01988890	IL01990490	IL01991800	IL01992970	IL01994450	IL01996040	IL01997390	IL01998610
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IL01990470	IL01991790	IL01992960	IL01994410	IL01996030	IL01997380	IL01998580	IL01999760

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IL01999770	IL02001010	IL02002280	IL02003460	IL02004580	IL02005680	IL02007180	IL02008390
IL01999780	IL02001020	IL02002320	IL02003470	IL02004590	IL02005690	IL02007190	IL02008400
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IL01999810	IL02001110	IL02002350	IL02003530	IL02004640	IL02005780	IL02007250	IL02008460
IL01999840	IL02001170	IL02002360	IL02003540	IL02004680	IL02005790	IL02007270	IL02008560
IL01999850	IL02001220	IL02002370	IL02003560	IL02004700	IL02005800	IL02007280	IL02008590
IL01999870	IL02001270	IL02002380	IL02003570	IL02004710	IL02005810	IL02007290	IL02008600
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IL01999900	IL02001310	IL02002420	IL02003610	IL02004770	IL02005850	IL02007310	IL02008620
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IL02000070	IL02001490	IL02002580	IL02003750	IL02004970	IL02006180	IL02007590	IL02008950
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IL02009910	IL02011150	IL02012450	IL02013810	IL02015070	IL02016290	IL02017570	IL02018920
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IL02011140	IL02012440	IL02013800	IL02015050	IL02016280	IL02017560	IL02018830	IL02020190

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL02020210	IL02021470	IL02022690	IL02024170	IL02025310	IL02026560	IL02028000	IL02029440
IL02020220	IL02021480	IL02022710	IL02024180	IL02025360	IL02026580	IL02028040	IL02029450
IL02020230	IL02021540	IL02022730	IL02024190	IL02025400	IL02026590	IL02028070	IL02029460
IL02020250	IL02021570	IL02022740	IL02024200	IL02025410	IL02026640	IL02028090	IL02029470
IL02020270	IL02021580	IL02022800	IL02024220	IL02025440	IL02026650	IL02028100	IL02029480
IL02020290	IL02021620	IL02022830	IL02024250	IL02025470	IL02026710	IL02028110	IL02029500
IL02020300	IL02021650	IL02022860	IL02024270	IL02025480	IL02026730	IL02028130	IL02029510
IL02020320	IL02021700	IL02022880	IL02024290	IL02025500	IL02026770	IL02028180	IL02029520
IL02020330	IL02021720	IL02022920	IL02024300	IL02025520	IL02026780	IL02028190	IL02029530
IL02020350	IL02021750	IL02022930	IL02024320	IL02025540	IL02026790	IL02028200	IL02029540
IL02020360	IL02021770	IL02022950	IL02024350	IL02025560	IL02026800	IL02028210	IL02029550
IL02020380	IL02021780	IL02022970	IL02024360	IL02025600	IL02026810	IL02028220	IL02029570
IL02020400	IL02021800	IL02023010	IL02024370	IL02025620	IL02026820	IL02028240	IL02029590
IL02020470	IL02021820	IL02023050	IL02024380	IL02025640	IL02026830	IL02028310	IL02029610
IL02020480	IL02021840	IL02023060	IL02024390	IL02025650	IL02026840	IL02028330	IL02029620
IL02020490	IL02021850	IL02023070	IL02024400	IL02025670	IL02026880	IL02028340	IL02029640
IL02020500	IL02021860	IL02023100	IL02024410	IL02025680	IL02026980	IL02028350	IL02029680
IL02020520	IL02021870	IL02023110	IL02024420	IL02025700	IL02027000	IL02028390	IL02029700
IL02020540	IL02021880	IL02023150	IL02024430	IL02025710	IL02027010	IL02028420	IL02029730
IL02020580	IL02021900	IL02023180	IL02024440	IL02025730	IL02027020	IL02028480	IL02029770
IL02020610	IL02021920	IL02023240	IL02024450	IL02025740	IL02027030	IL02028490	IL02029800
IL02020640	IL02021940	IL02023270	IL02024460	IL02025760	IL02027090	IL02028570	IL02029810
IL02020650	IL02021950	IL02023280	IL02024490	IL02025770	IL02027100	IL02028580	IL02029830
IL02020680	IL02021960	IL02023320	IL02024520	IL02025780	IL02027140	IL02028590	IL02029850
IL02020710	IL02021970	IL02023330	IL02024530	IL02025790	IL02027180	IL02028630	IL02029870
IL02020730	IL02021980	IL02023370	IL02024540	IL02025820	IL02027190	IL02028660	IL02029880
IL02020740	IL02021990	IL02023390	IL02024570	IL02025830	IL02027200	IL02028670	IL02029940
IL02020750	IL02022000	IL02023410	IL02024610	IL02025860	IL02027230	IL02028680	IL02029990
IL02020780	IL02022030	IL02023430	IL02024630	IL02025880	IL02027240	IL02028690	IL02030010
IL02020800	IL02022040	IL02023440	IL02024640	IL02025920	IL02027250	IL02028710	IL02030020
IL02020840	IL02022060	IL02023480	IL02024670	IL02025930	IL02027260	IL02028720	IL02030160
IL02020860	IL02022070	IL02023490	IL02024690	IL02025940	IL02027300	IL02028730	IL02030180
IL02020870	IL02022080	IL02023510	IL02024710	IL02025950	IL02027310	IL02028740	IL02030270
IL02020890	IL02022090	IL02023520	IL02024720	IL02025970	IL02027320	IL02028760	IL02030290
IL02020910	IL02022130	IL02023530	IL02024730	IL02026000	IL02027380	IL02028780	IL02030300
IL02020920	IL02022140	IL02023560	IL02024740	IL02026010	IL02027390	IL02028880	IL02030360
IL02020950	IL02022170	IL02023570	IL02024750	IL02026020	IL02027400	IL02028910	IL02030370
IL02020970	IL02022180	IL02023640	IL02024760	IL02026030	IL02027430	IL02028920	IL02030430
IL02020980	IL02022220	IL02023650	IL02024780	IL02026040	IL02027470	IL02028940	IL02030440
IL02021000	IL02022230	IL02023670	IL02024810	IL02026050	IL02027500	IL02028970	IL02030450
IL02021010	IL02022240	IL02023690	IL02024830	IL02026090	IL02027520	IL02028980	IL02030480
IL02021020	IL02022250	IL02023700	IL02024850	IL02026120	IL02027580	IL02029010	IL02030490
IL02021040	IL02022260	IL02023730	IL02024860	IL02026160	IL02027610	IL02029020	IL02030500
IL02021050	IL02022280	IL02023760	IL02024870	IL02026170	IL02027620	IL02029040	IL02030510
IL02021060	IL02022320	IL02023770	IL02024890	IL02026210	IL02027640	IL02029050	IL02030520
IL02021110	IL02022330	IL02023790	IL02024900	IL02026230	IL02027650	IL02029060	IL02030530
IL02021120	IL02022340	IL02023870	IL02024910	IL02026240	IL02027660	IL02029070	IL02030540
IL02021150	IL02022360	IL02023910	IL02024930	IL02026260	IL02027680	IL02029100	IL02030560
IL02021160	IL02022390	IL02023920	IL02024940	IL02026300	IL02027700	IL02029110	IL02030570
IL02021230	IL02022400	IL02023930	IL02024950	IL02026330	IL02027730	IL02029120	IL02030580
IL02021240	IL02022440	IL02023960	IL02024990	IL02026350	IL02027750	IL02029150	IL02030590
IL02021250	IL02022480	IL02023970	IL02025000	IL02026360	IL02027760	IL02029160	IL02030660
IL02021280	IL02022500	IL02023980	IL02025030	IL02026380	IL02027780	IL02029180	IL02030670
IL02021290	IL02022510	IL02023990	IL02025100	IL02026400	IL02027790	IL02029190	IL02030680
IL02021330	IL02022530	IL02024000	IL02025140	IL02026420	IL02027830	IL02029220	IL02030690
IL02021340	IL02022550	IL02024010	IL02025150	IL02026440	IL02027860	IL02029230	IL02030700
IL02021350	IL02022560	IL02024060	IL02025160	IL02026460	IL02027870	IL02029240	IL02030710
IL02021370	IL02022580	IL02024080	IL02025180	IL02026470	IL02027910	IL02029250	IL02030720
IL02021390	IL02022600	IL02024090	IL02025210	IL02026500	IL02027940	IL02029260	IL02030730
IL02021420	IL02022630	IL02024110	IL02025280	IL02026520	IL02027960	IL02029290	IL02030780
IL02021430	IL02022640	IL02024120	IL02025290	IL02026530	IL02027970	IL02029300	IL02030820
IL02021460	IL02022660	IL02024150	IL02025300	IL02026540	IL02027980	IL02029430	IL02030850

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IL02030860	IL02032040	IL02033430	IL02034770	IL02036180	IL02037480	IL02038860	IL02040190
IL02030870	IL02032050	IL02033440	IL02034790	IL02036190	IL02037530	IL02038870	IL02040200
IL02030890	IL02032060	IL02033450	IL02034840	IL02036230	IL02037540	IL02038880	IL02040220
IL02030920	IL02032090	IL02033460	IL02034850	IL02036280	IL02037550	IL02038890	IL02040280
IL02030930	IL02032110	IL02033480	IL02034870	IL02036300	IL02037580	IL02038910	IL02040300
IL02030940	IL02032120	IL02033520	IL02034920	IL02036320	IL02037610	IL02038920	IL02040410
IL02030950	IL02032170	IL02033590	IL02034930	IL02036330	IL02037630	IL02039020	IL02040460
IL02030970	IL02032180	IL02033600	IL02034970	IL02036340	IL02037640	IL02039070	IL02040470
IL02030990	IL02032220	IL02033610	IL02035000	IL02036360	IL02037650	IL02039080	IL02040490
IL02031000	IL02032230	IL02033630	IL02035020	IL02036370	IL02037660	IL02039090	IL02040510
IL02031030	IL02032250	IL02033640	IL02035030	IL02036390	IL02037680	IL02039110	IL02040520
IL02031050	IL02032260	IL02033650	IL02035070	IL02036400	IL02037690	IL02039130	IL02040550
IL02031080	IL02032270	IL02033660	IL02035110	IL02036410	IL02037710	IL02039150	IL02040560
IL02031090	IL02032280	IL02033700	IL02035130	IL02036420	IL02037720	IL02039160	IL02040580
IL02031100	IL02032300	IL02033710	IL02035140	IL02036450	IL02037730	IL02039170	IL02040610
IL02031110	IL02032320	IL02033750	IL02035150	IL02036460	IL02037760	IL02039180	IL02040620
IL02031120	IL02032360	IL02033800	IL02035200	IL02036480	IL02037780	IL02039190	IL02040630
IL02031170	IL02032370	IL02033820	IL02035210	IL02036500	IL02037800	IL02039200	IL02040660
IL02031190	IL02032400	IL02033830	IL02035230	IL02036510	IL02037830	IL02039240	IL02040720
IL02031230	IL02032410	IL02033840	IL02035260	IL02036530	IL02037880	IL02039250	IL02040740
IL02031250	IL02032420	IL02033860	IL02035270	IL02036540	IL02037910	IL02039260	IL02040760
IL02031260	IL02032430	IL02033870	IL02035290	IL02036550	IL02037950	IL02039270	IL02040790
IL02031320	IL02032460	IL02033910	IL02035330	IL02036560	IL02037970	IL02039280	IL02040800
IL02031340	IL02032480	IL02033930	IL02035340	IL02036580	IL02037990	IL02039300	IL02040840
IL02031350	IL02032500	IL02033950	IL02035400	IL02036600	IL02038010	IL02039310	IL02040850
IL02031360	IL02032530	IL02034050	IL02035470	IL02036620	IL02038050	IL02039380	IL02040880
IL02031370	IL02032550	IL02034060	IL02035500	IL02036640	IL02038070	IL02039430	IL02040890
IL02031380	IL02032590	IL02034070	IL02035510	IL02036650	IL02038090	IL02039440	IL02040920
IL02031390	IL02032600	IL02034090	IL02035530	IL02036680	IL02038100	IL02039450	IL02040960
IL02031410	IL02032720	IL02034100	IL02035550	IL02036690	IL02038130	IL02039500	IL02040980
IL02031430	IL02032730	IL02034130	IL02035580	IL02036740	IL02038150	IL02039520	IL02040990
IL02031440	IL02032740	IL02034140	IL02035620	IL02036750	IL02038160	IL02039550	IL02041130
IL02031450	IL02032790	IL02034150	IL02035630	IL02036820	IL02038200	IL02039560	IL02041140
IL02031460	IL02032800	IL02034190	IL02035640	IL02036830	IL02038240	IL02039570	IL02041150
IL02031490	IL02032820	IL02034200	IL02035660	IL02036840	IL02038270	IL02039580	IL02041160
IL02031500	IL02032830	IL02034210	IL02035670	IL02036860	IL02038300	IL02039590	IL02041170
IL02031510	IL02032860	IL02034250	IL02035680	IL02036880	IL02038310	IL02039600	IL02041180
IL02031530	IL02032870	IL02034300	IL02035730	IL02036900	IL02038330	IL02039630	IL02041190
IL02031550	IL02032880	IL02034320	IL02035770	IL02036920	IL02038340	IL02039650	IL02041210
IL02031590	IL02032890	IL02034340	IL02035780	IL02036960	IL02038350	IL02039680	IL02041220
IL02031600	IL02032910	IL02034350	IL02035800	IL02036970	IL02038360	IL02039690	IL02041250
IL02031610	IL02032960	IL02034360	IL02035820	IL02037060	IL02038370	IL02039740	IL02041270
IL02031680	IL02033000	IL02034370	IL02035830	IL02037070	IL02038390	IL02039750	IL02041290
IL02031700	IL02033010	IL02034380	IL02035850	IL02037090	IL02038400	IL02039760	IL02041300
IL02031720	IL02033080	IL02034390	IL02035870	IL02037110	IL02038410	IL02039780	IL02041390
IL02031750	IL02033130	IL02034410	IL02035880	IL02037120	IL02038430	IL02039830	IL02041410
IL02031760	IL02033150	IL02034430	IL02035910	IL02037160	IL02038450	IL02039840	IL02041440
IL02031770	IL02033160	IL02034460	IL02035920	IL02037190	IL02038480	IL02039870	IL02041490
IL02031780	IL02033170	IL02034500	IL02035930	IL02037210	IL02038490	IL02039880	IL02041500
IL02031800	IL02033180	IL02034530	IL02035940	IL02037220	IL02038510	IL02039900	IL02041520
IL02031820	IL02033190	IL02034550	IL02035950	IL02037260	IL02038520	IL02039910	IL02041550
IL02031840	IL02033210	IL02034600	IL02035960	IL02037290	IL02038540	IL02039920	IL02041580
IL02031850	IL02033230	IL02034610	IL02035970	IL02037310	IL02038550	IL02039930	IL02041590
IL02031870	IL02033240	IL02034640	IL02036000	IL02037320	IL02038570	IL02039940	IL02041610
IL02031880	IL02033280	IL02034650	IL02036010	IL02037330	IL02038600	IL02039960	IL02041650
IL02031890	IL02033290	IL02034660	IL02036050	IL02037340	IL02038650	IL02039970	IL02041670
IL02031940	IL02033320	IL02034690	IL02036080	IL02037350	IL02038680	IL02039980	IL02041750
IL02031950	IL02033330	IL02034700	IL02036090	IL02037370	IL02038700	IL02039990	IL02041760
IL02031960	IL02033360	IL02034710	IL02036110	IL02037410	IL02038740	IL02040000	IL02041800
IL02031980	IL02033370	IL02034730	IL02036120	IL02037420	IL02038800	IL02040030	IL02041810
IL02031990	IL02033380	IL02034750	IL02036150	IL02037430	IL02038820	IL02040040	IL02041820
IL02032020	IL02033410	IL02034760	IL02036170	IL02037450	IL02038830	IL02040120	IL02041830

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IL02041880	IL02043550	IL02044970	IL02046480	IL02048110	IL02049570	IL02050960	IL02052380
IL02041920	IL02043560	IL02044990	IL02046500	IL02048150	IL02049580	IL02050980	IL02052390
IL02041930	IL02043580	IL02045000	IL02046520	IL02048220	IL02049650	IL02051010	IL02052400
IL02041950	IL02043590	IL02045020	IL02046530	IL02048280	IL02049680	IL02051030	IL02052410
IL02041960	IL02043610	IL02045080	IL02046550	IL02048300	IL02049700	IL02051040	IL02052500
IL02041970	IL02043630	IL02045090	IL02046640	IL02048330	IL02049720	IL02051050	IL02052520
IL02041980	IL02043640	IL02045150	IL02046650	IL02048340	IL02049730	IL02051060	IL02052550
IL02041990	IL02043650	IL02045220	IL02046670	IL02048390	IL02049740	IL02051090	IL02052560
IL02042000	IL02043660	IL02045230	IL02046680	IL02048400	IL02049860	IL02051110	IL02052570
IL02042020	IL02043670	IL02045240	IL02046700	IL02048420	IL02049870	IL02051140	IL02052610
IL02042030	IL02043730	IL02045260	IL02046710	IL02048430	IL02049880	IL02051210	IL02052620
IL02042070	IL02043740	IL02045270	IL02046750	IL02048440	IL02049900	IL02051240	IL02052630
IL02042130	IL02043750	IL02045280	IL02046760	IL02048450	IL02049920	IL02051250	IL02052640
IL02042140	IL02043770	IL02045290	IL02046770	IL02048510	IL02049980	IL02051300	IL02052650
IL02042180	IL02043780	IL02045310	IL02046790	IL02048540	IL02050010	IL02051310	IL02052670
IL02042190	IL02043790	IL02045320	IL02046810	IL02048550	IL02050040	IL02051380	IL02052680
IL02042200	IL02043840	IL02045350	IL02046820	IL02048580	IL02050060	IL02051390	IL02052690
IL02042230	IL02043850	IL02045400	IL02046840	IL02048630	IL02050070	IL02051490	IL02052720
IL02042330	IL02043890	IL02045410	IL02046860	IL02048690	IL02050090	IL02051500	IL02052730
IL02042360	IL02043940	IL02045420	IL02046900	IL02048700	IL02050100	IL02051510	IL02052810
IL02042410	IL02043950	IL02045430	IL02046920	IL02048710	IL02050110	IL02051530	IL02052850
IL02042420	IL02044010	IL02045470	IL02046960	IL02048760	IL02050120	IL02051540	IL02052860
IL02042490	IL02044020	IL02045510	IL02046980	IL02048800	IL02050130	IL02051550	IL02052880
IL02042500	IL02044030	IL02045520	IL02047000	IL02048850	IL02050140	IL02051560	IL02052890
IL02042600	IL02044080	IL02045540	IL02047010	IL02048860	IL02050160	IL02051570	IL02052900
IL02042610	IL02044130	IL02045560	IL02047020	IL02048910	IL02050180	IL02051580	IL02052920
IL02042620	IL02044220	IL02045580	IL02047040	IL02048920	IL02050220	IL02051600	IL02052930
IL02042630	IL02044230	IL02045590	IL02047080	IL02048940	IL02050230	IL02051610	IL02052940
IL02042710	IL02044240	IL02045620	IL02047100	IL02048950	IL02050250	IL02051630	IL02052980
IL02042720	IL02044250	IL02045630	IL02047140	IL02048970	IL02050260	IL02051640	IL02052990
IL02042750	IL02044290	IL02045650	IL02047150	IL02049000	IL02050280	IL02051650	IL02053020
IL02042770	IL02044300	IL02045690	IL02047180	IL02049010	IL02050290	IL02051660	IL02053040
IL02042780	IL02044330	IL02045720	IL02047260	IL02049020	IL02050310	IL02051690	IL02053050
IL02042800	IL02044390	IL02045730	IL02047270	IL02049040	IL02050330	IL02051700	IL02053060
IL02042820	IL02044400	IL02045750	IL02047290	IL02049050	IL02050340	IL02051720	IL02053070
IL02042850	IL02044420	IL02045790	IL02047300	IL02049060	IL02050390	IL02051730	IL02053080
IL02042860	IL02044450	IL02045810	IL02047320	IL02049070	IL02050420	IL02051740	IL02053090
IL02042890	IL02044460	IL02045860	IL02047340	IL02049080	IL02050460	IL02051760	IL02053100
IL02042920	IL02044470	IL02045890	IL02047360	IL02049100	IL02050510	IL02051770	IL02053140
IL02042940	IL02044480	IL02045900	IL02047410	IL02049150	IL02050520	IL02051790	IL02053160
IL02042980	IL02044490	IL02045950	IL02047490	IL02049200	IL02050530	IL02051800	IL02053180
IL02043010	IL02044510	IL02045960	IL02047520	IL02049210	IL02050550	IL02051810	IL02053190
IL02043020	IL02044520	IL02046020	IL02047540	IL02049220	IL02050570	IL02051860	IL02053210
IL02043030	IL02044530	IL02046050	IL02047550	IL02049230	IL02050590	IL02051880	IL02053240
IL02043040	IL02044540	IL02046100	IL02047580	IL02049270	IL02050600	IL02051890	IL02053260
IL02043080	IL02044570	IL02046120	IL02047770	IL02049280	IL02050630	IL02051910	IL02053270
IL02043100	IL02044580	IL02046130	IL02047810	IL02049290	IL02050660	IL02051920	IL02053290
IL02043110	IL02044620	IL02046150	IL02047820	IL02049320	IL02050680	IL02051940	IL02053300
IL02043120	IL02044630	IL02046190	IL02047840	IL02049350	IL02050720	IL02052000	IL02053310
IL02043160	IL02044660	IL02046230	IL02047870	IL02049370	IL02050730	IL02052070	IL02053330
IL02043180	IL02044670	IL02046240	IL02047880	IL02049390	IL02050740	IL02052080	IL02053340
IL02043190	IL02044680	IL02046260	IL02047890	IL02049420	IL02050760	IL02052090	IL02053350
IL02043230	IL02044700	IL02046270	IL02047900	IL02049430	IL02050770	IL02052120	IL02053360
IL02043240	IL02044710	IL02046280	IL02047960	IL02049450	IL02050780	IL02052160	IL02053390
IL02043270	IL02044740	IL02046290	IL02047970	IL02049460	IL02050790	IL02052180	IL02053430
IL02043330	IL02044750	IL02046310	IL02047990	IL02049480	IL02050800	IL02052190	IL02053450
IL02043340	IL02044770	IL02046330	IL02048000	IL02049490	IL02050830	IL02052260	IL02053470
IL02043370	IL02044780	IL02046360	IL02048010	IL02049500	IL02050850	IL02052270	IL02053500
IL02043470	IL02044790	IL02046370	IL02048020	IL02049520	IL02050880	IL02052280	IL02053580
IL02043490	IL02044850	IL02046430	IL02048030	IL02049540	IL02050890	IL02052300	IL02053620
IL02043510	IL02044880	IL02046440	IL02048070	IL02049550	IL02050900	IL02052310	IL02053650
IL02043530	IL02044900	IL02046470	IL02048090	IL02049560	IL02050930	IL02052370	IL02053680

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL02053690	IL02055180	IL02056590	IL02057750	IL02059300	IL02060580	IL02061960	IL02063470
IL02053700	IL02055190	IL02056600	IL02057760	IL02059310	IL02060610	IL02061970	IL02063480
IL02053710	IL02055200	IL02056610	IL02057790	IL02059320	IL02060620	IL02061980	IL02063500
IL02053720	IL02055210	IL02056630	IL02057800	IL02059340	IL02060650	IL02062000	IL02063510
IL02053730	IL02055220	IL02056680	IL02057810	IL02059370	IL02060660	IL02062010	IL02063530
IL02053740	IL02055270	IL02056690	IL02057820	IL02059390	IL02060680	IL02062050	IL02063540
IL02053760	IL02055280	IL02056700	IL02057840	IL02059400	IL02060690	IL02062090	IL02063550
IL02053770	IL02055360	IL02056720	IL02057850	IL02059410	IL02060700	IL02062120	IL02063660
IL02053780	IL02055370	IL02056730	IL02057860	IL02059420	IL02060720	IL02062150	IL02063750
IL02053790	IL02055380	IL02056740	IL02057900	IL02059430	IL02060730	IL02062210	IL02063760
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IL02055090	IL02056530	IL02057710	IL02059190	IL02060530	IL02061880	IL02063380	IL02064860
IL02055100	IL02056540	IL02057720	IL02059200	IL02060550	IL02061890	IL02063450	IL02064880
IL02055110	IL02056570	IL02057740	IL02059210	IL02060560	IL02061940	IL02063460	IL02064900

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IL02064960	IL02066160	IL02067290	IL02068830	IL02069850	IL02071000	IL02072560	IL02073920
IL02064970	IL02066170	IL02067300	IL02068840	IL02069860	IL02071010	IL02072570	IL02073930
IL02064980	IL02066180	IL02067320	IL02068860	IL02069870	IL02071080	IL02072580	IL02073950
IL02064990	IL02066200	IL02067330	IL02068870	IL02069880	IL02071090	IL02072600	IL02073970
IL02065010	IL02066220	IL02067340	IL02068890	IL02069960	IL02071100	IL02072640	IL02073980
IL02065020	IL02066230	IL02067350	IL02068910	IL02069970	IL02071110	IL02072650	IL02074030
IL02065050	IL02066330	IL02067360	IL02068960	IL02069990	IL02071130	IL02072660	IL02074050
IL02065090	IL02066340	IL02067370	IL02068970	IL02070010	IL02071140	IL02072670	IL02074080
IL02065110	IL02066350	IL02067400	IL02068980	IL02070020	IL02071160	IL02072680	IL02074090
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IL02065200	IL02066440	IL02067520	IL02069040	IL02070090	IL02071230	IL02072730	IL02074140
IL02065210	IL02066450	IL02067560	IL02069050	IL02070100	IL02071240	IL02072740	IL02074150
IL02065220	IL02066460	IL02067640	IL02069060	IL02070120	IL02071250	IL02072780	IL02074170
IL02065230	IL02066480	IL02067650	IL02069090	IL02070130	IL02071270	IL02072790	IL02074190
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IL02065270	IL02066530	IL02067670	IL02069120	IL02070190	IL02071300	IL02072840	IL02074210
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IL02065290	IL02066580	IL02067690	IL02069140	IL02070210	IL02071330	IL02072860	IL02074270
IL02065300	IL02066590	IL02067710	IL02069150	IL02070220	IL02071350	IL02072870	IL02074300
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IL02065330	IL02066620	IL02067760	IL02069200	IL02070260	IL02071380	IL02072950	IL02074320
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IL02065470	IL02066870	IL02067990	IL02069340	IL02070440	IL02071700	IL02073200	IL02074510
IL02065480	IL02066890	IL02068020	IL02069360	IL02070450	IL02071710	IL02073220	IL02074590
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IL02065710	IL02067070	IL02068480	IL02069550	IL02070720	IL02072090	IL02073480	IL02074800
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IL02065770	IL02067120	IL02068530	IL02069600	IL02070760	IL02072180	IL02073580	IL02074840
IL02065800	IL02067130	IL02068540	IL02069610	IL02070770	IL02072250	IL02073630	IL02074880
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IL02066050	IL02067260	IL02068790	IL02069820	IL02070930	IL02072500	IL02073880	IL02075250
IL02066060	IL02067270	IL02068800	IL02069830	IL02070950	IL02072520	IL02073900	IL02075260
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IL02075300	IL02076510	IL02077820	IL02078910	IL02080010	IL02081220	IL02082310	IL02083670
IL02075340	IL02076520	IL02077830	IL02078980	IL02080030	IL02081230	IL02082320	IL02083690
IL02075350	IL02076530	IL02077840	IL02078990	IL02080050	IL02081240	IL02082330	IL02083700
IL02075390	IL02076560	IL02077880	IL02079000	IL02080060	IL02081260	IL02082360	IL02083760
IL02075410	IL02076580	IL02077900	IL02079030	IL02080070	IL02081270	IL02082390	IL02083770
IL02075420	IL02076590	IL02077920	IL02079040	IL02080110	IL02081280	IL02082420	IL02083780
IL02075440	IL02076620	IL02077940	IL02079080	IL02080130	IL02081290	IL02082430	IL02083800
IL02075450	IL02076630	IL02077960	IL02079090	IL02080140	IL02081300	IL02082470	IL02083810
IL02075460	IL02076640	IL02077970	IL02079100	IL02080150	IL02081330	IL02082540	IL02083820
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IL02075510	IL02076680	IL02078000	IL02079160	IL02080210	IL02081370	IL02082570	IL02083910
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IL02075570	IL02076740	IL02078040	IL02079200	IL02080260	IL02081430	IL02082600	IL02084000
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IL02075850	IL02077170	IL02078320	IL02079460	IL02080540	IL02081780	IL02082950	IL02084290
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IL02075910	IL02077210	IL02078350	IL02079510	IL02080660	IL02081840	IL02083030	IL02084360
IL02075920	IL02077220	IL02078390	IL02079550	IL02080670	IL02081860	IL02083040	IL02084380
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IL02076000	IL02077290	IL02078450	IL02079610	IL02080800	IL02081920	IL02083130	IL02084460
IL02076010	IL02077300	IL02078470	IL02079630	IL02080820	IL02081930	IL02083140	IL02084470
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IL02076360	IL02077570	IL02078760	IL02079880	IL02081060	IL02082170	IL02083450	IL02084680
IL02076370	IL02077580	IL02078770	IL02079910	IL02081070	IL02082180	IL02083500	IL02084690
IL02076380	IL02077590	IL02078780	IL02079930	IL02081080	IL02082210	IL02083510	IL02084710
IL02076400	IL02077660	IL02078800	IL02079940	IL02081090	IL02082220	IL02083560	IL02084720
IL02076450	IL02077680	IL02078810	IL02079950	IL02081110	IL02082250	IL02083580	IL02084730
IL02076460	IL02077690	IL02078840	IL02079960	IL02081140	IL02082260	IL02083590	IL02084790
IL02076480	IL02077700	IL02078860	IL02079970	IL02081160	IL02082270	IL02083600	IL02084830

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IL02084920	IL02086170	IL02087590	IL02088730	IL02089820	IL02091300	IL02092850	IL02094130
IL02084970	IL02086180	IL02087620	IL02088740	IL02089830	IL02091330	IL02092860	IL02094150
IL02085030	IL02086210	IL02087630	IL02088750	IL02089860	IL02091380	IL02092870	IL02094170
IL02085060	IL02086220	IL02087660	IL02088760	IL02089880	IL02091390	IL02092900	IL02094200
IL02085080	IL02086260	IL02087680	IL02088770	IL02089890	IL02091400	IL02092910	IL02094210
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IL02085980	IL02087370	IL02088570	IL02089640	IL02091110	IL02092580	IL02093940	IL02095180
IL02085990	IL02087390	IL02088580	IL02089670	IL02091130	IL02092590	IL02093960	IL02095200
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IL02095330	IL02096520	IL02097620	IL02098960	IL02100290	IL02101350	IL02102570	IL02103930
IL02095340	IL02096540	IL02097690	IL02098970	IL02100310	IL02101360	IL02102580	IL02103940
IL02095350	IL02096550	IL02097720	IL02098980	IL02100320	IL02101380	IL02102590	IL02103950
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IL02095370	IL02096570	IL02097760	IL02099010	IL02100360	IL02101470	IL02102610	IL02103970
IL02095390	IL02096580	IL02097770	IL02099060	IL02100380	IL02101480	IL02102620	IL02103990
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IL02114720	IL02115870	IL02117070	IL02118400	IL02119630	IL02120760	IL02121930	IL02123020
IL02114730	IL02115880	IL02117090	IL02118410	IL02119650	IL02120770	IL02121940	IL02123030
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IL02164700	IL02165830	IL02166980	IL02168190	IL02169280	IL02170220	IL02171260	IL02172670
IL02164710	IL02165840	IL02167010	IL02168200	IL02169290	IL02170240	IL02171270	IL02172680
IL02164720	IL02165850	IL02167020	IL02168210	IL02169300	IL02170260	IL02171300	IL02172690
IL02164740	IL02165860	IL02167060	IL02168220	IL02169310	IL02170280	IL02171320	IL02172710
IL02164750	IL02165870	IL02167090	IL02168230	IL02169320	IL02170290	IL02171330	IL02172720
IL02164760	IL02165890	IL02167110	IL02168240	IL02169330	IL02170300	IL02171340	IL02172750
IL02164770	IL02165910	IL02167140	IL02168250	IL02169340	IL02170340	IL02171360	IL02172760
IL02164790	IL02165940	IL02167180	IL02168260	IL02169360	IL02170360	IL02171420	IL02172770
IL02164820	IL02165960	IL02167210	IL02168270	IL02169370	IL02170370	IL02171430	IL02172780
IL02164840	IL02165970	IL02167220	IL02168300	IL02169380	IL02170390	IL02171460	IL02172790
IL02164870	IL02165980	IL02167230	IL02168310	IL02169390	IL02170400	IL02171520	IL02172820
IL02164880	IL02165990	IL02167250	IL02168320	IL02169410	IL02170410	IL02171530	IL02172830
IL02164940	IL02166000	IL02167260	IL02168330	IL02169440	IL02170420	IL02171540	IL02172840
IL02164950	IL02166010	IL02167270	IL02168350	IL02169450	IL02170430	IL02171580	IL02172870
IL02164970	IL02166030	IL02167280	IL02168360	IL02169460	IL02170470	IL02171600	IL02172880
IL02164980	IL02166040	IL02167340	IL02168380	IL02169480	IL02170490	IL02171610	IL02172910
IL02164990	IL02166070	IL02167370	IL02168390	IL02169490	IL02170510	IL02171630	IL02172940
IL02165000	IL02166080	IL02167380	IL02168410	IL02169510	IL02170520	IL02171640	IL02172960
IL02165020	IL02166130	IL02167390	IL02168420	IL02169520	IL02170540	IL02171670	IL02172970
IL02165030	IL02166140	IL02167450	IL02168430	IL02169530	IL02170550	IL02171690	IL02172980
IL02165040	IL02166150	IL02167460	IL02168440	IL02169540	IL02170590	IL02171700	IL02172990
IL02165050	IL02166160	IL02167470	IL02168480	IL02169560	IL02170600	IL02171750	IL02173030
IL02165060	IL02166180	IL02167480	IL02168490	IL02169570	IL02170630	IL02171770	IL02173040
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IL02165080	IL02166200	IL02167510	IL02168530	IL02169630	IL02170650	IL02171860	IL02173070
IL02165090	IL02166210	IL02167520	IL02168560	IL02169640	IL02170670	IL02171870	IL02173080
IL02165100	IL02166230	IL02167550	IL02168570	IL02169670	IL02170680	IL02171900	IL02173090

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IL02173120	IL02174470	IL02175880	IL02177040	IL02178290	IL02179390	IL02180710	IL02181780
IL02173130	IL02174520	IL02175890	IL02177060	IL02178300	IL02179400	IL02180730	IL02181840
IL02173150	IL02174540	IL02175900	IL02177090	IL02178340	IL02179420	IL02180770	IL02181870
IL02173190	IL02174550	IL02175950	IL02177100	IL02178350	IL02179430	IL02180790	IL02181890
IL02173200	IL02174560	IL02175960	IL02177120	IL02178400	IL02179460	IL02180800	IL02181900
IL02173210	IL02174570	IL02175970	IL02177130	IL02178410	IL02179490	IL02180820	IL02181910
IL02173220	IL02174580	IL02176000	IL02177140	IL02178430	IL02179500	IL02180840	IL02181930
IL02173230	IL02174590	IL02176030	IL02177150	IL02178460	IL02179520	IL02180870	IL02181950
IL02173260	IL02174610	IL02176060	IL02177200	IL02178550	IL02179530	IL02180890	IL02181960
IL02173270	IL02174620	IL02176070	IL02177210	IL02178560	IL02179540	IL02180900	IL02182030
IL02173280	IL02174680	IL02176080	IL02177250	IL02178570	IL02179560	IL02180930	IL02182040
IL02173320	IL02174710	IL02176110	IL02177260	IL02178580	IL02179580	IL02180950	IL02182060
IL02173350	IL02174720	IL02176130	IL02177290	IL02178590	IL02179590	IL02180960	IL02182070
IL02173400	IL02174730	IL02176140	IL02177330	IL02178600	IL02179610	IL02180970	IL02182090
IL02173450	IL02174740	IL02176160	IL02177350	IL02178610	IL02179630	IL02180980	IL02182110
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IL02173500	IL02174790	IL02176180	IL02177380	IL02178630	IL02179670	IL02181020	IL02182160
IL02173520	IL02174800	IL02176190	IL02177450	IL02178640	IL02179680	IL02181040	IL02182170
IL02173530	IL02174840	IL02176230	IL02177470	IL02178650	IL02179690	IL02181050	IL02182180
IL02173540	IL02174890	IL02176240	IL02177490	IL02178660	IL02179700	IL02181060	IL02182200
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IL02173570	IL02174940	IL02176270	IL02177530	IL02178720	IL02179750	IL02181090	IL02182230
IL02173590	IL02174970	IL02176280	IL02177540	IL02178740	IL02179790	IL02181110	IL02182240
IL02173600	IL02174990	IL02176310	IL02177580	IL02178750	IL02179860	IL02181170	IL02182250
IL02173620	IL02175040	IL02176340	IL02177590	IL02178760	IL02179880	IL02181180	IL02182260
IL02173670	IL02175080	IL02176370	IL02177600	IL02178770	IL02179930	IL02181210	IL02182270
IL02173680	IL02175110	IL02176380	IL02177610	IL02178780	IL02179960	IL02181220	IL02182280
IL02173710	IL02175130	IL02176400	IL02177620	IL02178790	IL02179990	IL02181230	IL02182300
IL02173720	IL02175150	IL02176420	IL02177640	IL02178800	IL02180010	IL02181240	IL02182310
IL02173730	IL02175180	IL02176440	IL02177670	IL02178810	IL02180040	IL02181260	IL02182340
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IL02173820	IL02175250	IL02176460	IL02177710	IL02178850	IL02180060	IL02181280	IL02182360
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IL02173860	IL02175280	IL02176500	IL02177760	IL02178880	IL02180080	IL02181300	IL02182400
IL02173910	IL02175320	IL02176520	IL02177780	IL02178890	IL02180090	IL02181310	IL02182410
IL02173920	IL02175340	IL02176530	IL02177810	IL02178910	IL02180110	IL02181330	IL02182420
IL02173930	IL02175350	IL02176540	IL02177830	IL02178930	IL02180160	IL02181340	IL02182430
IL02173950	IL02175400	IL02176550	IL02177840	IL02178940	IL02180170	IL02181370	IL02182450
IL02173990	IL02175430	IL02176560	IL02177880	IL02178950	IL02180230	IL02181380	IL02182460
IL02174000	IL02175450	IL02176590	IL02177900	IL02178960	IL02180240	IL02181390	IL02182470
IL02174010	IL02175460	IL02176600	IL02177910	IL02178970	IL02180250	IL02181400	IL02182480
IL02174030	IL02175470	IL02176620	IL02177920	IL02179000	IL02180300	IL02181410	IL02182520
IL02174070	IL02175480	IL02176640	IL02177930	IL02179010	IL02180310	IL02181420	IL02182540
IL02174080	IL02175500	IL02176650	IL02177940	IL02179020	IL02180390	IL02181430	IL02182550
IL02174090	IL02175560	IL02176750	IL02177950	IL02179030	IL02180400	IL02181440	IL02182560
IL02174110	IL02175600	IL02176760	IL02178000	IL02179040	IL02180410	IL02181490	IL02182580
IL02174120	IL02175610	IL02176770	IL02178010	IL02179050	IL02180420	IL02181520	IL02182590
IL02174140	IL02175640	IL02176790	IL02178020	IL02179060	IL02180480	IL02181530	IL02182630
IL02174160	IL02175670	IL02176800	IL02178030	IL02179070	IL02180500	IL02181540	IL02182710
IL02174230	IL02175690	IL02176810	IL02178040	IL02179080	IL02180520	IL02181550	IL02182750
IL02174250	IL02175700	IL02176820	IL02178070	IL02179090	IL02180540	IL02181560	IL02182770
IL02174260	IL02175710	IL02176860	IL02178100	IL02179110	IL02180560	IL02181570	IL02182780
IL02174270	IL02175720	IL02176870	IL02178120	IL02179130	IL02180570	IL02181580	IL02182820
IL02174300	IL02175750	IL02176880	IL02178140	IL02179150	IL02180580	IL02181600	IL02182830
IL02174310	IL02175760	IL02176900	IL02178150	IL02179190	IL02180600	IL02181610	IL02182840
IL02174350	IL02175770	IL02176910	IL02178160	IL02179220	IL02180620	IL02181620	IL02182850
IL02174380	IL02175790	IL02176920	IL02178180	IL02179230	IL02180630	IL02181640	IL02182870
IL02174400	IL02175800	IL02176960	IL02178200	IL02179260	IL02180640	IL02181650	IL02182880
IL02174410	IL02175820	IL02176970	IL02178210	IL02179280	IL02180650	IL02181670	IL02182890
IL02174430	IL02175830	IL02176980	IL02178240	IL02179350	IL02180660	IL02181680	IL02182900
IL02174440	IL02175860	IL02177000	IL02178270	IL02179360	IL02180690	IL02181700	IL02182990
IL02174460	IL02175870	IL02177030	IL02178280	IL02179370	IL02180700	IL02181760	IL02183000

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IL02183010	IL02184220	IL02185320	IL02186440	IL02187660	IL02188620	IL02189590	IL02190600
IL02183020	IL02184230	IL02185350	IL02186460	IL02187670	IL02188630	IL02189600	IL02190660
IL02183060	IL02184240	IL02185370	IL02186490	IL02187680	IL02188640	IL02189610	IL02190670
IL02183070	IL02184250	IL02185430	IL02186500	IL02187690	IL02188670	IL02189620	IL02190680
IL02183090	IL02184280	IL02185440	IL02186510	IL02187700	IL02188690	IL02189630	IL02190700
IL02183100	IL02184290	IL02185450	IL02186540	IL02187710	IL02188710	IL02189640	IL02190730
IL02183110	IL02184300	IL02185470	IL02186550	IL02187720	IL02188730	IL02189650	IL02190750
IL02183120	IL02184330	IL02185500	IL02186600	IL02187730	IL02188740	IL02189660	IL02190760
IL02183140	IL02184340	IL02185510	IL02186700	IL02187740	IL02188750	IL02189670	IL02190770
IL02183150	IL02184360	IL02185550	IL02186730	IL02187750	IL02188800	IL02189680	IL02190780
IL02183160	IL02184370	IL02185580	IL02186780	IL02187760	IL02188810	IL02189690	IL02190790
IL02183170	IL02184400	IL02185590	IL02186810	IL02187780	IL02188860	IL02189710	IL02190800
IL02183180	IL02184440	IL02185600	IL02186820	IL02187790	IL02188890	IL02189720	IL02190810
IL02183190	IL02184470	IL02185620	IL02186830	IL02187810	IL02188920	IL02189730	IL02190820
IL02183200	IL02184480	IL02185640	IL02186840	IL02187840	IL02188930	IL02189750	IL02190890
IL02183230	IL02184500	IL02185660	IL02186860	IL02187850	IL02188940	IL02189760	IL02190920
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IL02183310	IL02184540	IL02185690	IL02186900	IL02187920	IL02188990	IL02189860	IL02190970
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IL02183430	IL02184610	IL02185820	IL02187000	IL02188040	IL02189090	IL02189940	IL02191080
IL02183440	IL02184620	IL02185830	IL02187020	IL02188050	IL02189100	IL02189950	IL02191090
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IL02183500	IL02184660	IL02185890	IL02187090	IL02188100	IL02189150	IL02190030	IL02191150
IL02183520	IL02184670	IL02185910	IL02187100	IL02188110	IL02189160	IL02190050	IL02191160
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IL02183590	IL02184720	IL02185960	IL02187180	IL02188190	IL02189200	IL02190100	IL02191200
IL02183600	IL02184760	IL02185980	IL02187200	IL02188200	IL02189210	IL02190110	IL02191210
IL02183610	IL02184770	IL02185990	IL02187210	IL02188210	IL02189220	IL02190140	IL02191230
IL02183690	IL02184840	IL02186020	IL02187220	IL02188220	IL02189240	IL02190170	IL02191250
IL02183720	IL02184860	IL02186030	IL02187230	IL02188230	IL02189260	IL02190190	IL02191260
IL02183760	IL02184870	IL02186060	IL02187240	IL02188240	IL02189270	IL02190200	IL02191280
IL02183790	IL02184880	IL02186090	IL02187260	IL02188250	IL02189280	IL02190220	IL02191310
IL02183830	IL02184890	IL02186100	IL02187270	IL02188270	IL02189290	IL02190230	IL02191330
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IL02183880	IL02184990	IL02186140	IL02187320	IL02188310	IL02189330	IL02190270	IL02191370
IL02183890	IL02185010	IL02186160	IL02187360	IL02188320	IL02189350	IL02190280	IL02191380
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IL02183930	IL02185050	IL02186200	IL02187400	IL02188340	IL02189370	IL02190340	IL02191420
IL02183940	IL02185070	IL02186210	IL02187410	IL02188350	IL02189380	IL02190350	IL02191430
IL02183960	IL02185080	IL02186220	IL02187420	IL02188370	IL02189390	IL02190360	IL02191440
IL02183990	IL02185090	IL02186230	IL02187450	IL02188400	IL02189400	IL02190400	IL02191450
IL02184000	IL02185100	IL02186240	IL02187490	IL02188420	IL02189410	IL02190410	IL02191460
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IL02184050	IL02185120	IL02186260	IL02187520	IL02188440	IL02189440	IL02190440	IL02191500
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IL02184080	IL02185150	IL02186290	IL02187540	IL02188480	IL02189460	IL02190460	IL02191520
IL02184090	IL02185160	IL02186310	IL02187550	IL02188490	IL02189470	IL02190500	IL02191530
IL02184110	IL02185170	IL02186350	IL02187570	IL02188500	IL02189480	IL02190520	IL02191550
IL02184130	IL02185200	IL02186360	IL02187590	IL02188520	IL02189490	IL02190530	IL02191560
IL02184150	IL02185210	IL02186380	IL02187600	IL02188540	IL02189540	IL02190550	IL02191580
IL02184160	IL02185220	IL02186390	IL02187630	IL02188560	IL02189550	IL02190560	IL02191600
IL02184190	IL02185230	IL02186410	IL02187640	IL02188590	IL02189560	IL02190570	IL02191640
IL02184200	IL02185260	IL02186430	IL02187650	IL02188610	IL02189570	IL02190590	IL02191650

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IL02191660	IL02193000	IL02194230	IL02195280	IL02196600	IL02197990	IL02199290	IL02200750
IL02191680	IL02193010	IL02194240	IL02195300	IL02196630	IL02198000	IL02199300	IL02200770
IL02191690	IL02193020	IL02194250	IL02195320	IL02196640	IL02198030	IL02199310	IL02200790
IL02191730	IL02193070	IL02194260	IL02195390	IL02196670	IL02198040	IL02199360	IL02200850
IL02191740	IL02193100	IL02194280	IL02195450	IL02196690	IL02198050	IL02199370	IL02200860
IL02191750	IL02193110	IL02194290	IL02195470	IL02196700	IL02198080	IL02199430	IL02200880
IL02191770	IL02193150	IL02194300	IL02195480	IL02196710	IL02198110	IL02199440	IL02200970
IL02191780	IL02193160	IL02194310	IL02195500	IL02196720	IL02198140	IL02199500	IL02200980
IL02191800	IL02193170	IL02194320	IL02195510	IL02196740	IL02198160	IL02199550	IL02201010
IL02191830	IL02193190	IL02194330	IL02195520	IL02196750	IL02198170	IL02199570	IL02201030
IL02191840	IL02193200	IL02194350	IL02195540	IL02196900	IL02198180	IL02199580	IL02201040
IL02191860	IL02193210	IL02194360	IL02195560	IL02196910	IL02198190	IL02199590	IL02201070
IL02191880	IL02193240	IL02194370	IL02195570	IL02196950	IL02198200	IL02199600	IL02201080
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IL02191950	IL02193270	IL02194440	IL02195640	IL02197010	IL02198280	IL02199630	IL02201120
IL02191970	IL02193290	IL02194480	IL02195690	IL02197030	IL02198290	IL02199710	IL02201130
IL02191990	IL02193310	IL02194490	IL02195700	IL02197080	IL02198300	IL02199730	IL02201140
IL02192000	IL02193350	IL02194500	IL02195710	IL02197120	IL02198310	IL02199750	IL02201150
IL02192010	IL02193380	IL02194510	IL02195720	IL02197150	IL02198320	IL02199800	IL02201170
IL02192050	IL02193410	IL02194540	IL02195740	IL02197170	IL02198330	IL02199810	IL02201180
IL02192060	IL02193420	IL02194570	IL02195750	IL02197180	IL02198370	IL02199820	IL02201200
IL02192080	IL02193430	IL02194580	IL02195780	IL02197190	IL02198380	IL02199850	IL02201210
IL02192090	IL02193460	IL02194590	IL02195790	IL02197220	IL02198420	IL02199870	IL02201250
IL02192110	IL02193470	IL02194610	IL02195810	IL02197230	IL02198440	IL02199880	IL02201290
IL02192130	IL02193510	IL02194620	IL02195830	IL02197240	IL02198450	IL02199890	IL02201300
IL02192200	IL02193530	IL02194630	IL02195850	IL02197250	IL02198500	IL02199900	IL02201330
IL02192210	IL02193540	IL02194660	IL02195880	IL02197260	IL02198540	IL02199910	IL02201360
IL02192220	IL02193560	IL02194680	IL02195930	IL02197290	IL02198570	IL02199940	IL02201370
IL02192250	IL02193610	IL02194720	IL02195940	IL02197300	IL02198580	IL02200020	IL02201380
IL02192260	IL02193620	IL02194740	IL02196020	IL02197320	IL02198590	IL02200040	IL02201390
IL02192330	IL02193640	IL02194750	IL02196040	IL02197350	IL02198610	IL02200050	IL02201410
IL02192340	IL02193650	IL02194770	IL02196050	IL02197360	IL02198620	IL02200070	IL02201420
IL02192380	IL02193670	IL02194800	IL02196060	IL02197370	IL02198630	IL02200090	IL02201430
IL02192390	IL02193680	IL02194820	IL02196070	IL02197380	IL02198640	IL02200130	IL02201440
IL02192400	IL02193690	IL02194830	IL02196080	IL02197390	IL02198650	IL02200150	IL02201450
IL02192410	IL02193700	IL02194840	IL02196100	IL02197480	IL02198670	IL02200160	IL02201470
IL02192430	IL02193710	IL02194870	IL02196110	IL02197500	IL02198680	IL02200170	IL02201500
IL02192460	IL02193720	IL02194880	IL02196170	IL02197520	IL02198700	IL02200200	IL02201510
IL02192490	IL02193800	IL02194890	IL02196190	IL02197540	IL02198730	IL02200230	IL02201520
IL02192510	IL02193830	IL02194910	IL02196200	IL02197570	IL02198780	IL02200240	IL02201540
IL02192520	IL02193850	IL02194930	IL02196210	IL02197580	IL02198830	IL02200270	IL02201590
IL02192530	IL02193890	IL02194960	IL02196220	IL02197590	IL02198850	IL02200290	IL02201640
IL02192560	IL02193900	IL02194970	IL02196230	IL02197610	IL02198870	IL02200310	IL02201660
IL02192600	IL02193910	IL02194980	IL02196250	IL02197620	IL02198880	IL02200350	IL02201680
IL02192660	IL02193930	IL02195030	IL02196260	IL02197660	IL02198900	IL02200380	IL02201720
IL02192720	IL02193940	IL02195050	IL02196280	IL02197670	IL02198910	IL02200390	IL02201740
IL02192730	IL02193980	IL02195070	IL02196290	IL02197740	IL02198930	IL02200420	IL02201750
IL02192740	IL02193990	IL02195100	IL02196300	IL02197760	IL02198950	IL02200430	IL02201790
IL02192810	IL02194020	IL02195120	IL02196310	IL02197770	IL02198980	IL02200470	IL02201810
IL02192830	IL02194040	IL02195140	IL02196320	IL02197780	IL02198990	IL02200490	IL02201830
IL02192840	IL02194050	IL02195150	IL02196350	IL02197810	IL02199010	IL02200510	IL02201850
IL02192850	IL02194080	IL02195160	IL02196370	IL02197820	IL02199020	IL02200520	IL02201860
IL02192860	IL02194090	IL02195170	IL02196410	IL02197830	IL02199090	IL02200620	IL02201870
IL02192870	IL02194100	IL02195180	IL02196430	IL02197840	IL02199130	IL02200630	IL02201880
IL02192890	IL02194110	IL02195190	IL02196450	IL02197850	IL02199140	IL02200660	IL02201920
IL02192920	IL02194150	IL02195200	IL02196470	IL02197860	IL02199190	IL02200670	IL02201930
IL02192940	IL02194180	IL02195210	IL02196490	IL02197870	IL02199200	IL02200680	IL02201940
IL02192950	IL02194190	IL02195220	IL02196500	IL02197890	IL02199210	IL02200710	IL02201950
IL02192970	IL02194200	IL02195230	IL02196530	IL02197930	IL02199250	IL02200720	IL02201960
IL02192980	IL02194210	IL02195240	IL02196540	IL02197970	IL02199260	IL02200730	IL02201970
IL02192990	IL02194220	IL02195250	IL02196550	IL02197980	IL02199280	IL02200740	IL02201990

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IL02202000	IL02203350	IL02204740	IL02205840	IL02206960	IL02208230	IL02209340	IL02210530
IL02202010	IL02203360	IL02204770	IL02205930	IL02206980	IL02208240	IL02209360	IL02210550
IL02202030	IL02203370	IL02204780	IL02205940	IL02206990	IL02208250	IL02209370	IL02210560
IL02202040	IL02203390	IL02204790	IL02205970	IL02207000	IL02208280	IL02209390	IL02210580
IL02202050	IL02203400	IL02204800	IL02206010	IL02207030	IL02208300	IL02209480	IL02210600
IL02202060	IL02203440	IL02204810	IL02206020	IL02207060	IL02208310	IL02209490	IL02210620
IL02202070	IL02203480	IL02204920	IL02206030	IL02207090	IL02208320	IL02209500	IL02210650
IL02202100	IL02203520	IL02204950	IL02206050	IL02207100	IL02208330	IL02209520	IL02210670
IL02202130	IL02203570	IL02204960	IL02206060	IL02207110	IL02208340	IL02209550	IL02210680
IL02202140	IL02203580	IL02204970	IL02206070	IL02207130	IL02208360	IL02209560	IL02210700
IL02202170	IL02203590	IL02205010	IL02206090	IL02207140	IL02208400	IL02209570	IL02210710
IL02202190	IL02203610	IL02205020	IL02206110	IL02207160	IL02208430	IL02209590	IL02210730
IL02202210	IL02203630	IL02205060	IL02206120	IL02207180	IL02208440	IL02209600	IL02210740
IL02202220	IL02203640	IL02205070	IL02206130	IL02207190	IL02208450	IL02209640	IL02210760
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IL02202260	IL02203680	IL02205100	IL02206170	IL02207210	IL02208480	IL02209660	IL02210790
IL02202280	IL02203710	IL02205120	IL02206180	IL02207230	IL02208500	IL02209680	IL02210830
IL02202310	IL02203770	IL02205150	IL02206200	IL02207240	IL02208510	IL02209690	IL02210850
IL02202320	IL02203830	IL02205190	IL02206210	IL02207260	IL02208530	IL02209700	IL02210860
IL02202340	IL02203870	IL02205200	IL02206220	IL02207280	IL02208540	IL02209710	IL02210870
IL02202350	IL02203880	IL02205210	IL02206230	IL02207310	IL02208550	IL02209730	IL02210880
IL02202370	IL02203910	IL02205220	IL02206250	IL02207340	IL02208560	IL02209750	IL02210970
IL02202400	IL02203920	IL02205230	IL02206280	IL02207360	IL02208580	IL02209770	IL02210990
IL02202410	IL02203930	IL02205240	IL02206300	IL02207370	IL02208590	IL02209800	IL02211000
IL02202420	IL02203980	IL02205260	IL02206310	IL02207430	IL02208600	IL02209810	IL02211010
IL02202450	IL02204040	IL02205300	IL02206320	IL02207440	IL02208620	IL02209830	IL02211020
IL02202460	IL02204060	IL02205310	IL02206330	IL02207450	IL02208670	IL02209850	IL02211070
IL02202500	IL02204070	IL02205320	IL02206350	IL02207460	IL02208700	IL02209870	IL02211080
IL02202510	IL02204080	IL02205330	IL02206360	IL02207470	IL02208730	IL02209920	IL02211090
IL02202570	IL02204100	IL02205340	IL02206370	IL02207480	IL02208740	IL02209940	IL02211100
IL02202580	IL02204110	IL02205360	IL02206380	IL02207610	IL02208770	IL02209960	IL02211120
IL02202620	IL02204130	IL02205380	IL02206430	IL02207630	IL02208790	IL02209970	IL02211140
IL02202660	IL02204140	IL02205390	IL02206440	IL02207670	IL02208810	IL02209980	IL02211150
IL02202670	IL02204160	IL02205400	IL02206450	IL02207680	IL02208820	IL02209990	IL02211190
IL02202690	IL02204180	IL02205420	IL02206460	IL02207710	IL02208860	IL02210000	IL02211200
IL02202720	IL02204240	IL02205430	IL02206480	IL02207740	IL02208870	IL02210010	IL02211210
IL02202820	IL02204250	IL02205440	IL02206490	IL02207760	IL02208880	IL02210020	IL02211220
IL02202860	IL02204260	IL02205450	IL02206510	IL02207800	IL02208930	IL02210050	IL02211230
IL02202880	IL02204280	IL02205460	IL02206540	IL02207810	IL02208950	IL02210060	IL02211260
IL02202890	IL02204290	IL02205480	IL02206550	IL02207820	IL02208960	IL02210070	IL02211270
IL02202930	IL02204300	IL02205510	IL02206560	IL02207830	IL02208990	IL02210080	IL02211280
IL02202950	IL02204350	IL02205520	IL02206580	IL02207850	IL02209000	IL02210100	IL02211300
IL02202970	IL02204380	IL02205530	IL02206610	IL02207880	IL02209010	IL02210120	IL02211320
IL02203000	IL02204390	IL02205570	IL02206680	IL02207890	IL02209040	IL02210130	IL02211330
IL02203010	IL02204420	IL02205580	IL02206690	IL02207910	IL02209050	IL02210150	IL02211360
IL02203020	IL02204430	IL02205600	IL02206700	IL02207930	IL02209060	IL02210170	IL02211370
IL02203070	IL02204450	IL02205640	IL02206710	IL02207950	IL02209070	IL02210190	IL02211390
IL02203090	IL02204460	IL02205650	IL02206730	IL02207960	IL02209080	IL02210200	IL02211430
IL02203100	IL02204510	IL02205660	IL02206740	IL02207970	IL02209110	IL02210210	IL02211450
IL02203120	IL02204550	IL02205670	IL02206750	IL02208010	IL02209120	IL02210220	IL02211470
IL02203140	IL02204570	IL02205680	IL02206760	IL02208020	IL02209130	IL02210230	IL02211500
IL02203150	IL02204580	IL02205690	IL02206770	IL02208080	IL02209140	IL02210240	IL02211550
IL02203160	IL02204590	IL02205700	IL02206780	IL02208090	IL02209150	IL02210270	IL02211570
IL02203180	IL02204600	IL02205710	IL02206810	IL02208100	IL02209170	IL02210350	IL02211580
IL02203190	IL02204610	IL02205720	IL02206830	IL02208110	IL02209180	IL02210370	IL02211590
IL02203200	IL02204640	IL02205740	IL02206860	IL02208130	IL02209190	IL02210380	IL02211600
IL02203220	IL02204670	IL02205750	IL02206870	IL02208140	IL02209220	IL02210410	IL02211610
IL02203240	IL02204690	IL02205770	IL02206880	IL02208150	IL02209230	IL02210430	IL02211630
IL02203250	IL02204700	IL02205780	IL02206910	IL02208160	IL02209240	IL02210450	IL02211640
IL02203290	IL02204710	IL02205800	IL02206920	IL02208170	IL02209280	IL02210480	IL02211650
IL02203310	IL02204720	IL02205820	IL02206930	IL02208190	IL02209290	IL02210490	IL02211680
IL02203330	IL02204730	IL02205830	IL02206950	IL02208220	IL02209310	IL02210520	IL02211690

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IL02211700	IL02213000	IL02214280	IL02215500	IL02216760	IL02218140	IL02219130	IL02220370
IL02211710	IL02213010	IL02214290	IL02215540	IL02216770	IL02218150	IL02219140	IL02220380
IL02211760	IL02213040	IL02214300	IL02215550	IL02216780	IL02218170	IL02219150	IL02220400
IL02211770	IL02213050	IL02214310	IL02215610	IL02216810	IL02218190	IL02219220	IL02220420
IL02211790	IL02213070	IL02214320	IL02215670	IL02216840	IL02218200	IL02219260	IL02220430
IL02211800	IL02213080	IL02214330	IL02215680	IL02216870	IL02218210	IL02219270	IL02220480
IL02211810	IL02213090	IL02214360	IL02215700	IL02216910	IL02218220	IL02219280	IL02220490
IL02211850	IL02213110	IL02214400	IL02215710	IL02216940	IL02218230	IL02219310	IL02220500
IL02211860	IL02213120	IL02214440	IL02215720	IL02216970	IL02218240	IL02219320	IL02220530
IL02211890	IL02213130	IL02214460	IL02215740	IL02216990	IL02218250	IL02219370	IL02220540
IL02211930	IL02213140	IL02214480	IL02215760	IL02217020	IL02218270	IL02219380	IL02220550
IL02211970	IL02213180	IL02214510	IL02215770	IL02217080	IL02218280	IL02219400	IL02220570
IL02211980	IL02213230	IL02214540	IL02215780	IL02217090	IL02218290	IL02219410	IL02220590
IL02212020	IL02213240	IL02214550	IL02215790	IL02217120	IL02218300	IL02219430	IL02220600
IL02212040	IL02213250	IL02214570	IL02215800	IL02217160	IL02218310	IL02219440	IL02220610
IL02212060	IL02213260	IL02214580	IL02215810	IL02217200	IL02218320	IL02219450	IL02220630
IL02212080	IL02213270	IL02214590	IL02215840	IL02217210	IL02218340	IL02219470	IL02220640
IL02212090	IL02213280	IL02214600	IL02215850	IL02217230	IL02218360	IL02219480	IL02220660
IL02212120	IL02213300	IL02214630	IL02215870	IL02217240	IL02218380	IL02219490	IL02220670
IL02212130	IL02213310	IL02214640	IL02215880	IL02217250	IL02218390	IL02219510	IL02220700
IL02212140	IL02213340	IL02214660	IL02215890	IL02217320	IL02218400	IL02219520	IL02220710
IL02212150	IL02213350	IL02214670	IL02215910	IL02217330	IL02218410	IL02219530	IL02220740
IL02212160	IL02213360	IL02214680	IL02215920	IL02217340	IL02218440	IL02219540	IL02220750
IL02212200	IL02213370	IL02214690	IL02215950	IL02217360	IL02218460	IL02219590	IL02220770
IL02212220	IL02213450	IL02214740	IL02215970	IL02217390	IL02218480	IL02219620	IL02220790
IL02212230	IL02213460	IL02214770	IL02215980	IL02217400	IL02218490	IL02219640	IL02220800
IL02212240	IL02213470	IL02214780	IL02215990	IL02217410	IL02218510	IL02219670	IL02220820
IL02212250	IL02213480	IL02214850	IL02216010	IL02217420	IL02218520	IL02219680	IL02220830
IL02212260	IL02213530	IL02214860	IL02216040	IL02217440	IL02218540	IL02219690	IL02220840
IL02212270	IL02213540	IL02214870	IL02216050	IL02217460	IL02218550	IL02219700	IL02220850
IL02212280	IL02213610	IL02214890	IL02216080	IL02217470	IL02218560	IL02219710	IL02220900
IL02212290	IL02213620	IL02214900	IL02216100	IL02217480	IL02218600	IL02219720	IL02220910
IL02212300	IL02213650	IL02214920	IL02216110	IL02217510	IL02218610	IL02219730	IL02220920
IL02212310	IL02213670	IL02214930	IL02216140	IL02217530	IL02218620	IL02219750	IL02220960
IL02212340	IL02213680	IL02214940	IL02216170	IL02217590	IL02218630	IL02219770	IL02220990
IL02212360	IL02213720	IL02214960	IL02216200	IL02217600	IL02218640	IL02219780	IL02221000
IL02212370	IL02213730	IL02215010	IL02216250	IL02217620	IL02218650	IL02219790	IL02221010
IL02212380	IL02213760	IL02215020	IL02216260	IL02217640	IL02218670	IL02219830	IL02221040
IL02212390	IL02213800	IL02215040	IL02216280	IL02217650	IL02218700	IL02219870	IL02221050
IL02212410	IL02213810	IL02215050	IL02216320	IL02217670	IL02218710	IL02219880	IL02221060
IL02212430	IL02213820	IL02215080	IL02216340	IL02217680	IL02218720	IL02219900	IL02221090
IL02212440	IL02213840	IL02215090	IL02216350	IL02217690	IL02218730	IL02219930	IL02221100
IL02212450	IL02213860	IL02215110	IL02216360	IL02217700	IL02218750	IL02219990	IL02221130
IL02212470	IL02213880	IL02215130	IL02216370	IL02217710	IL02218760	IL02220030	IL02221140
IL02212480	IL02213890	IL02215140	IL02216380	IL02217720	IL02218770	IL02220040	IL02221160
IL02212500	IL02213910	IL02215160	IL02216390	IL02217740	IL02218810	IL02220070	IL02221170
IL02212520	IL02213920	IL02215200	IL02216440	IL02217760	IL02218820	IL02220090	IL02221200
IL02212530	IL02213930	IL02215250	IL02216450	IL02217790	IL02218840	IL02220110	IL02221210
IL02212600	IL02213980	IL02215270	IL02216500	IL02217820	IL02218860	IL02220130	IL02221220
IL02212610	IL02214000	IL02215300	IL02216510	IL02217910	IL02218880	IL02220160	IL02221230
IL02212650	IL02214010	IL02215330	IL02216520	IL02217920	IL02218900	IL02220170	IL02221250
IL02212660	IL02214030	IL02215340	IL02216530	IL02217960	IL02218910	IL02220190	IL02221280
IL02212730	IL02214060	IL02215360	IL02216540	IL02217980	IL02218970	IL02220200	IL02221300
IL02212780	IL02214070	IL02215370	IL02216560	IL02217990	IL02218980	IL02220210	IL02221310
IL02212810	IL02214080	IL02215380	IL02216580	IL02218000	IL02218990	IL02220250	IL02221330
IL02212850	IL02214090	IL02215390	IL02216590	IL02218040	IL02219000	IL02220260	IL02221340
IL02212860	IL02214100	IL02215400	IL02216600	IL02218050	IL02219010	IL02220280	IL02221350
IL02212890	IL02214150	IL02215440	IL02216660	IL02218060	IL02219020	IL02220290	IL02221360
IL02212920	IL02214160	IL02215450	IL02216670	IL02218080	IL02219030	IL02220320	IL02221370
IL02212940	IL02214170	IL02215460	IL02216680	IL02218090	IL02219060	IL02220340	IL02221410
IL02212970	IL02214190	IL02215470	IL02216690	IL02218100	IL02219110	IL02220350	IL02221430
IL02212990	IL02214200	IL02215490	IL02216730	IL02218110	IL02219120	IL02220360	IL02221450

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IL02221470	IL02222570	IL02223820	IL02224960	IL02226220	IL02227300	IL02228690	IL02229840
IL02221490	IL02222580	IL02223830	IL02224990	IL02226260	IL02227310	IL02228700	IL02229850
IL02221520	IL02222620	IL02223840	IL02225000	IL02226280	IL02227350	IL02228710	IL02229880
IL02221530	IL02222630	IL02223860	IL02225010	IL02226300	IL02227360	IL02228730	IL02229890
IL02221540	IL02222640	IL02223870	IL02225020	IL02226330	IL02227370	IL02228750	IL02229910
IL02221580	IL02222660	IL02223880	IL02225030	IL02226340	IL02227380	IL02228770	IL02229930
IL02221590	IL02222720	IL02223910	IL02225040	IL02226370	IL02227420	IL02228790	IL02229950
IL02221600	IL02222750	IL02223920	IL02225050	IL02226400	IL02227460	IL02228800	IL02229980
IL02221650	IL02222760	IL02223950	IL02225070	IL02226420	IL02227480	IL02228810	IL02230020
IL02221660	IL02222810	IL02223970	IL02225080	IL02226440	IL02227500	IL02228840	IL02230040
IL02221710	IL02222820	IL02223980	IL02225090	IL02226450	IL02227510	IL02228870	IL02230060
IL02221720	IL02222830	IL02223990	IL02225100	IL02226460	IL02227540	IL02228890	IL02230070
IL02221730	IL02222850	IL02224040	IL02225110	IL02226470	IL02227560	IL02228940	IL02230090
IL02221740	IL02222880	IL02224050	IL02225120	IL02226490	IL02227580	IL02228950	IL02230100
IL02221750	IL02222900	IL02224130	IL02225150	IL02226500	IL02227590	IL02228960	IL02230110
IL02221760	IL02222910	IL02224140	IL02225170	IL02226510	IL02227600	IL02228970	IL02230120
IL02221780	IL02222930	IL02224160	IL02225210	IL02226520	IL02227620	IL02228980	IL02230140
IL02221800	IL02222940	IL02224170	IL02225220	IL02226530	IL02227630	IL02228990	IL02230150
IL02221820	IL02222960	IL02224180	IL02225230	IL02226540	IL02227640	IL02229030	IL02230160
IL02221830	IL02222970	IL02224200	IL02225240	IL02226550	IL02227650	IL02229050	IL02230190
IL02221840	IL02222990	IL02224210	IL02225280	IL02226560	IL02227660	IL02229060	IL02230210
IL02221860	IL02223010	IL02224220	IL02225290	IL02226580	IL02227680	IL02229080	IL02230230
IL02221870	IL02223030	IL02224230	IL02225300	IL02226590	IL02227690	IL02229100	IL02230240
IL02221880	IL02223040	IL02224240	IL02225350	IL02226600	IL02227710	IL02229110	IL02230250
IL02221890	IL02223050	IL02224260	IL02225370	IL02226610	IL02227740	IL02229180	IL02230270
IL02221900	IL02223080	IL02224270	IL02225400	IL02226620	IL02227750	IL02229210	IL02230290
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IL02221940	IL02223140	IL02224370	IL02225420	IL02226640	IL02227780	IL02229250	IL02230310
IL02221950	IL02223180	IL02224390	IL02225430	IL02226650	IL02227800	IL02229270	IL02230330
IL02221960	IL02223200	IL02224400	IL02225450	IL02226670	IL02227870	IL02229310	IL02230340
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IL02221990	IL02223280	IL02224450	IL02225470	IL02226690	IL02227950	IL02229380	IL02230360
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IL02222070	IL02223340	IL02224560	IL02225640	IL02226800	IL02228020	IL02229460	IL02230510
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IL02222120	IL02223360	IL02224610	IL02225720	IL02226840	IL02228040	IL02229480	IL02230550
IL02222130	IL02223370	IL02224630	IL02225730	IL02226850	IL02228050	IL02229490	IL02230630
IL02222140	IL02223390	IL02224640	IL02225750	IL02226870	IL02228070	IL02229500	IL02230640
IL02222150	IL02223400	IL02224650	IL02225770	IL02226890	IL02228080	IL02229510	IL02230670
IL02222180	IL02223440	IL02224680	IL02225780	IL02226900	IL02228120	IL02229540	IL02230690
IL02222190	IL02223460	IL02224700	IL02225790	IL02226920	IL02228140	IL02229550	IL02230710
IL02222200	IL02223480	IL02224710	IL02225820	IL02226930	IL02228150	IL02229560	IL02230770
IL02222210	IL02223490	IL02224720	IL02225840	IL02226980	IL02228170	IL02229580	IL02230780
IL02222250	IL02223510	IL02224730	IL02225850	IL02227000	IL02228190	IL02229590	IL02230840
IL02222270	IL02223530	IL02224740	IL02225860	IL02227010	IL02228220	IL02229600	IL02230860
IL02222280	IL02223570	IL02224750	IL02225870	IL02227050	IL02228230	IL02229610	IL02230870
IL02222330	IL02223590	IL02224770	IL02225890	IL02227060	IL02228290	IL02229620	IL02230890
IL02222350	IL02223600	IL02224780	IL02225900	IL02227070	IL02228350	IL02229640	IL02230920
IL02222370	IL02223610	IL02224800	IL02225910	IL02227090	IL02228400	IL02229660	IL02230930
IL02222380	IL02223630	IL02224820	IL02225920	IL02227110	IL02228420	IL02229690	IL02230990
IL02222390	IL02223640	IL02224830	IL02225960	IL02227120	IL02228430	IL02229700	IL02231020
IL02222400	IL02223660	IL02224840	IL02225980	IL02227130	IL02228440	IL02229720	IL02231030
IL02222410	IL02223670	IL02224850	IL02226020	IL02227180	IL02228470	IL02229740	IL02231040
IL02222420	IL02223710	IL02224870	IL02226050	IL02227200	IL02228480	IL02229750	IL02231060
IL02222430	IL02223730	IL02224890	IL02226060	IL02227210	IL02228530	IL02229760	IL02231070
IL02222460	IL02223740	IL02224900	IL02226090	IL02227220	IL02228540	IL02229770	IL02231120
IL02222500	IL02223760	IL02224910	IL02226100	IL02227230	IL02228560	IL02229780	IL02231130
IL02222520	IL02223780	IL02224920	IL02226110	IL02227250	IL02228570	IL02229810	IL02231140
IL02222550	IL02223800	IL02224930	IL02226140	IL02227280	IL02228630	IL02229820	IL02231180

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IL02231240	IL02232470	IL02233660	IL02234810	IL02236070	IL02237410	IL02238920	IL02240110
IL02231250	IL02232490	IL02233670	IL02234880	IL02236080	IL02237460	IL02238930	IL02240140
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IL02231290	IL02232580	IL02233710	IL02234950	IL02236120	IL02237570	IL02238970	IL02240170
IL02231310	IL02232600	IL02233720	IL02234970	IL02236140	IL02237580	IL02238980	IL02240220
IL02231320	IL02232650	IL02233740	IL02234980	IL02236160	IL02237620	IL02238990	IL02240240
IL02231330	IL02232670	IL02233760	IL02234990	IL02236170	IL02237690	IL02239000	IL02240260
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IL02231370	IL02232690	IL02233780	IL02235020	IL02236210	IL02237730	IL02239030	IL02240300
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IL02231440	IL02232720	IL02233820	IL02235060	IL02236270	IL02237760	IL02239050	IL02240320
IL02231460	IL02232770	IL02233830	IL02235070	IL02236290	IL02237790	IL02239060	IL02240360
IL02231470	IL02232790	IL02233840	IL02235080	IL02236300	IL02237800	IL02239070	IL02240390
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IL02231530	IL02232890	IL02233950	IL02235150	IL02236470	IL02237860	IL02239160	IL02240460
IL02231540	IL02232900	IL02233960	IL02235160	IL02236490	IL02237880	IL02239200	IL02240480
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IL02231650	IL02232960	IL02234030	IL02235190	IL02236550	IL02237940	IL02239240	IL02240520
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IL02231700	IL02233040	IL02234070	IL02235250	IL02236640	IL02237980	IL02239360	IL02240560
IL02231720	IL02233050	IL02234120	IL02235260	IL02236650	IL02238000	IL02239370	IL02240570
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IL02231820	IL02233110	IL02234210	IL02235380	IL02236780	IL02238100	IL02239440	IL02240630
IL02231830	IL02233130	IL02234230	IL02235390	IL02236800	IL02238110	IL02239460	IL02240640
IL02231850	IL02233140	IL02234240	IL02235410	IL02236860	IL02238150	IL02239480	IL02240660
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IL02231880	IL02233170	IL02234260	IL02235430	IL02236930	IL02238180	IL02239520	IL02240700
IL02231900	IL02233180	IL02234280	IL02235450	IL02236940	IL02238200	IL02239530	IL02240730
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IL02231920	IL02233200	IL02234310	IL02235470	IL02236980	IL02238280	IL02239560	IL02240750
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IL02231990	IL02233250	IL02234360	IL02235520	IL02237000	IL02238310	IL02239630	IL02240780
IL02232010	IL02233260	IL02234370	IL02235550	IL02237010	IL02238320	IL02239640	IL02240790
IL02232060	IL02233290	IL02234380	IL02235570	IL02237020	IL02238330	IL02239660	IL02240810
IL02232070	IL02233300	IL02234450	IL02235580	IL02237040	IL02238360	IL02239680	IL02240820
IL02232140	IL02233330	IL02234460	IL02235610	IL02237060	IL02238380	IL02239690	IL02240830
IL02232150	IL02233370	IL02234470	IL02235630	IL02237070	IL02238400	IL02239700	IL02240850
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IL02232230	IL02233450	IL02234560	IL02235760	IL02237170	IL02238570	IL02239830	IL02241050
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IL02232320	IL02233550	IL02234630	IL02235830	IL02237260	IL02238650	IL02239980	IL02241110
IL02232330	IL02233570	IL02234640	IL02235850	IL02237290	IL02238690	IL02239990	IL02241120
IL02232340	IL02233590	IL02234650	IL02235880	IL02237300	IL02238700	IL02240000	IL02241130
IL02232350	IL02233600	IL02234680	IL02235890	IL02237320	IL02238740	IL02240010	IL02241150
IL02232360	IL02233610	IL02234700	IL02235940	IL02237330	IL02238750	IL02240020	IL02241160
IL02232390	IL02233620	IL02234710	IL02236000	IL02237340	IL02238810	IL02240040	IL02241170
IL02232420	IL02233630	IL02234770	IL02236040	IL02237350	IL02238830	IL02240070	IL02241180
IL02232430	IL02233640	IL02234780	IL02236050	IL02237380	IL02238880	IL02240080	IL02241190
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IL02241210	IL02242390	IL02243710	IL02244870	IL02245820	IL02247080	IL02248240	IL02249500
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IL02241290	IL02242420	IL02243790	IL02244900	IL02245860	IL02247130	IL02248260	IL02249540
IL02241300	IL02242430	IL02243810	IL02244910	IL02245870	IL02247140	IL02248270	IL02249570
IL02241320	IL02242440	IL02243860	IL02244920	IL02245880	IL02247150	IL02248280	IL02249580
IL02241340	IL02242500	IL02243870	IL02244940	IL02245890	IL02247170	IL02248290	IL02249590
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IL02241400	IL02242630	IL02243960	IL02244980	IL02246000	IL02247200	IL02248340	IL02249650
IL02241420	IL02242640	IL02243970	IL02244990	IL02246010	IL02247210	IL02248350	IL02249660
IL02241430	IL02242670	IL02243980	IL02245000	IL02246050	IL02247230	IL02248360	IL02249680
IL02241440	IL02242690	IL02244010	IL02245020	IL02246070	IL02247240	IL02248400	IL02249720
IL02241450	IL02242700	IL02244040	IL02245040	IL02246080	IL02247260	IL02248410	IL02249740
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IL02241490	IL02242780	IL02244070	IL02245080	IL02246170	IL02247290	IL02248480	IL02249770
IL02241520	IL02242860	IL02244080	IL02245090	IL02246200	IL02247320	IL02248530	IL02249780
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IL02250810	IL02251980	IL02252930	IL02254130	IL02255160	IL02256210	IL02257220	IL02258400
IL02250850	IL02251990	IL02252940	IL02254140	IL02255190	IL02256230	IL02257230	IL02258410
IL02250860	IL02252010	IL02252960	IL02254150	IL02255210	IL02256250	IL02257240	IL02258420
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IL02251100	IL02252230	IL02253220	IL02254430	IL02255390	IL02256500	IL02257490	IL02258710
IL02251110	IL02252240	IL02253230	IL02254440	IL02255410	IL02256510	IL02257500	IL02258720
IL02251140	IL02252260	IL02253260	IL02254450	IL02255420	IL02256520	IL02257520	IL02258760
IL02251150	IL02252280	IL02253270	IL02254470	IL02255430	IL02256530	IL02257530	IL02258770
IL02251210	IL02252290	IL02253280	IL02254480	IL02255440	IL02256540	IL02257550	IL02258790
IL02251230	IL02252310	IL02253290	IL02254490	IL02255450	IL02256550	IL02257560	IL02258830
IL02251240	IL02252330	IL02253310	IL02254500	IL02255500	IL02256570	IL02257570	IL02258850
IL02251260	IL02252340	IL02253340	IL02254520	IL02255510	IL02256580	IL02257590	IL02258890
IL02251270	IL02252360	IL02253360	IL02254550	IL02255530	IL02256600	IL02257640	IL02258900
IL02251290	IL02252380	IL02253380	IL02254570	IL02255550	IL02256630	IL02257660	IL02258910
IL02251300	IL02252390	IL02253400	IL02254580	IL02255560	IL02256650	IL02257680	IL02258920
IL02251310	IL02252400	IL02253410	IL02254590	IL02255570	IL02256680	IL02257690	IL02258930
IL02251340	IL02252420	IL02253420	IL02254620	IL02255580	IL02256690	IL02257700	IL02258940
IL02251350	IL02252440	IL02253430	IL02254630	IL02255600	IL02256700	IL02257710	IL02258950
IL02251370	IL02252460	IL02253560	IL02254640	IL02255610	IL02256710	IL02257720	IL02258980
IL02251380	IL02252470	IL02253580	IL02254650	IL02255620	IL02256720	IL02257740	IL02259000
IL02251390	IL02252480	IL02253590	IL02254660	IL02255640	IL02256730	IL02257760	IL02259010
IL02251410	IL02252500	IL02253610	IL02254680	IL02255650	IL02256740	IL02257780	IL02259030
IL02251470	IL02252520	IL02253640	IL02254690	IL02255660	IL02256750	IL02257790	IL02259050
IL02251480	IL02252530	IL02253660	IL02254750	IL02255680	IL02256780	IL02257800	IL02259060
IL02251490	IL02252540	IL02253670	IL02254760	IL02255700	IL02256800	IL02257810	IL02259070
IL02251500	IL02252560	IL02253680	IL02254770	IL02255730	IL02256810	IL02257830	IL02259090
IL02251530	IL02252570	IL02253720	IL02254790	IL02255740	IL02256830	IL02257840	IL02259100
IL02251540	IL02252580	IL02253730	IL02254820	IL02255760	IL02256860	IL02257850	IL02259110
IL02251550	IL02252590	IL02253740	IL02254840	IL02255780	IL02256870	IL02257880	IL02259160
IL02251560	IL02252600	IL02253750	IL02254860	IL02255790	IL02256880	IL02257920	IL02259190
IL02251570	IL02252610	IL02253810	IL02254890	IL02255810	IL02256890	IL02257940	IL02259200
IL02251600	IL02252630	IL02253820	IL02254900	IL02255820	IL02256910	IL02257970	IL02259220
IL02251620	IL02252650	IL02253830	IL02254910	IL02255830	IL02256920	IL02258030	IL02259260
IL02251630	IL02252660	IL02253840	IL02254920	IL02255840	IL02256940	IL02258060	IL02259290
IL02251650	IL02252670	IL02253870	IL02254930	IL02255850	IL02256950	IL02258090	IL02259340
IL02251670	IL02252700	IL02253890	IL02254940	IL02255860	IL02256970	IL02258100	IL02259350
IL02251690	IL02252710	IL02253900	IL02254950	IL02255870	IL02257000	IL02258110	IL02259360
IL02251710	IL02252720	IL02253910	IL02254960	IL02255890	IL02257030	IL02258130	IL02259370
IL02251730	IL02252730	IL02253920	IL02254970	IL02255900	IL02257050	IL02258150	IL02259380
IL02251740	IL02252740	IL02253950	IL02254980	IL02255910	IL02257060	IL02258160	IL02259410
IL02251750	IL02252750	IL02253970	IL02254990	IL02255920	IL02257070	IL02258180	IL02259430
IL02251760	IL02252770	IL02254000	IL02255010	IL02255940	IL02257090	IL02258200	IL02259450
IL02251770	IL02252780	IL02254010	IL02255040	IL02255950	IL02257100	IL02258240	IL02259470
IL02251800	IL02252800	IL02254020	IL02255050	IL02255970	IL02257110	IL02258280	IL02259490
IL02251820	IL02252810	IL02254030	IL02255060	IL02256010	IL02257130	IL02258290	IL02259550
IL02251880	IL02252820	IL02254040	IL02255080	IL02256040	IL02257160	IL02258310	IL02259580
IL02251920	IL02252840	IL02254050	IL02255090	IL02256060	IL02257170	IL02258340	IL02259590

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IL02259610	IL02260840	IL02262060	IL02263190	IL02264230	IL02265340	IL02266650	IL02267830
IL02259660	IL02260900	IL02262080	IL02263200	IL02264260	IL02265350	IL02266670	IL02267840
IL02259680	IL02260910	IL02262090	IL02263210	IL02264270	IL02265380	IL02266680	IL02267850
IL02259690	IL02260920	IL02262140	IL02263220	IL02264290	IL02265400	IL02266700	IL02267880
IL02259700	IL02260930	IL02262160	IL02263230	IL02264300	IL02265410	IL02266710	IL02267890
IL02259710	IL02260950	IL02262170	IL02263270	IL02264310	IL02265420	IL02266720	IL02267900
IL02259720	IL02260980	IL02262180	IL02263290	IL02264320	IL02265440	IL02266730	IL02267920
IL02259730	IL02261000	IL02262190	IL02263300	IL02264330	IL02265450	IL02266750	IL02267950
IL02259760	IL02261010	IL02262200	IL02263310	IL02264340	IL02265470	IL02266770	IL02267960
IL02259800	IL02261020	IL02262210	IL02263320	IL02264360	IL02265480	IL02266780	IL02267980
IL02259810	IL02261030	IL02262220	IL02263330	IL02264370	IL02265500	IL02266790	IL02268000
IL02259820	IL02261050	IL02262250	IL02263340	IL02264400	IL02265510	IL02266830	IL02268050
IL02259830	IL02261070	IL02262270	IL02263350	IL02264420	IL02265520	IL02266840	IL02268070
IL02259880	IL02261090	IL02262280	IL02263360	IL02264430	IL02265540	IL02266850	IL02268080
IL02259930	IL02261100	IL02262290	IL02263370	IL02264490	IL02265550	IL02266870	IL02268110
IL02259940	IL02261110	IL02262330	IL02263380	IL02264500	IL02265560	IL02266910	IL02268130
IL02259980	IL02261130	IL02262340	IL02263400	IL02264520	IL02265570	IL02266940	IL02268140
IL02259990	IL02261140	IL02262350	IL02263420	IL02264530	IL02265590	IL02266970	IL02268150
IL02260010	IL02261160	IL02262360	IL02263430	IL02264550	IL02265610	IL02266980	IL02268160
IL02260030	IL02261180	IL02262390	IL02263440	IL02264560	IL02265620	IL02266990	IL02268200
IL02260040	IL02261210	IL02262410	IL02263450	IL02264580	IL02265660	IL02267000	IL02268230
IL02260050	IL02261230	IL02262430	IL02263460	IL02264590	IL02265670	IL02267020	IL02268240
IL02260070	IL02261240	IL02262460	IL02263470	IL02264610	IL02265700	IL02267050	IL02268250
IL02260080	IL02261270	IL02262470	IL02263500	IL02264620	IL02265730	IL02267060	IL02268270
IL02260090	IL02261300	IL02262480	IL02263540	IL02264640	IL02265740	IL02267160	IL02268320
IL02260110	IL02261310	IL02262490	IL02263560	IL02264680	IL02265750	IL02267190	IL02268330
IL02260120	IL02261330	IL02262500	IL02263590	IL02264690	IL02265760	IL02267200	IL02268340
IL02260130	IL02261340	IL02262540	IL02263610	IL02264700	IL02265770	IL02267210	IL02268350
IL02260150	IL02261360	IL02262550	IL02263630	IL02264710	IL02265780	IL02267230	IL02268360
IL02260170	IL02261420	IL02262560	IL02263660	IL02264770	IL02265800	IL02267300	IL02268380
IL02260190	IL02261430	IL02262570	IL02263680	IL02264810	IL02265860	IL02267310	IL02268410
IL02260200	IL02261440	IL02262580	IL02263690	IL02264820	IL02265910	IL02267320	IL02268420
IL02260210	IL02261450	IL02262600	IL02263700	IL02264830	IL02265920	IL02267340	IL02268450
IL02260230	IL02261460	IL02262610	IL02263720	IL02264850	IL02265930	IL02267350	IL02268460
IL02260250	IL02261490	IL02262620	IL02263730	IL02264860	IL02265950	IL02267360	IL02268510
IL02260270	IL02261530	IL02262640	IL02263750	IL02264880	IL02265970	IL02267370	IL02268520
IL02260380	IL02261560	IL02262670	IL02263770	IL02264900	IL02265990	IL02267380	IL02268530
IL02260390	IL02261570	IL02262690	IL02263780	IL02264910	IL02266000	IL02267390	IL02268540
IL02260410	IL02261580	IL02262720	IL02263800	IL02264920	IL02266020	IL02267400	IL02268560
IL02260420	IL02261600	IL02262730	IL02263820	IL02264940	IL02266030	IL02267410	IL02268570
IL02260460	IL02261610	IL02262760	IL02263840	IL02264950	IL02266040	IL02267420	IL02268590
IL02260470	IL02261630	IL02262770	IL02263890	IL02264990	IL02266090	IL02267430	IL02268600
IL02260490	IL02261640	IL02262820	IL02263900	IL02265000	IL02266100	IL02267440	IL02268610
IL02260500	IL02261650	IL02262850	IL02263920	IL02265040	IL02266170	IL02267470	IL02268620
IL02260510	IL02261670	IL02262860	IL02263930	IL02265060	IL02266200	IL02267490	IL02268630
IL02260530	IL02261690	IL02262890	IL02263940	IL02265070	IL02266210	IL02267510	IL02268670
IL02260540	IL02261700	IL02262900	IL02263970	IL02265090	IL02266220	IL02267520	IL02268680
IL02260550	IL02261710	IL02262910	IL02263990	IL02265100	IL02266270	IL02267570	IL02268770
IL02260560	IL02261720	IL02262920	IL02264000	IL02265120	IL02266310	IL02267580	IL02268790
IL02260600	IL02261730	IL02262940	IL02264010	IL02265150	IL02266320	IL02267600	IL02268800
IL02260610	IL02261740	IL02262960	IL02264020	IL02265160	IL02266330	IL02267610	IL02268820
IL02260620	IL02261750	IL02262980	IL02264030	IL02265180	IL02266360	IL02267620	IL02268840
IL02260640	IL02261780	IL02263020	IL02264070	IL02265190	IL02266380	IL02267660	IL02268850
IL02260650	IL02261870	IL02263030	IL02264080	IL02265200	IL02266390	IL02267670	IL02268870
IL02260660	IL02261890	IL02263040	IL02264090	IL02265210	IL02266410	IL02267680	IL02268900
IL02260670	IL02261900	IL02263050	IL02264130	IL02265220	IL02266440	IL02267690	IL02268910
IL02260720	IL02261910	IL02263080	IL02264150	IL02265230	IL02266510	IL02267700	IL02268920
IL02260740	IL02261980	IL02263100	IL02264160	IL02265250	IL02266520	IL02267720	IL02268940
IL02260780	IL02262010	IL02263110	IL02264170	IL02265260	IL02266530	IL02267740	IL02268950
IL02260800	IL02262020	IL02263140	IL02264180	IL02265280	IL02266540	IL02267770	IL02268960
IL02260810	IL02262030	IL02263170	IL02264190	IL02265290	IL02266570	IL02267780	IL02269000
IL02260820	IL02262050	IL02263180	IL02264200	IL02265300	IL02266630	IL02267820	IL02269010

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IL02269020	IL02270210	IL02271250	IL02272480	IL02273670	IL02274860	IL02276200	IL02277360
IL02269030	IL02270220	IL02271310	IL02272520	IL02273680	IL02274870	IL02276220	IL02277390
IL02269060	IL02270240	IL02271320	IL02272530	IL02273690	IL02274880	IL02276240	IL02277410
IL02269080	IL02270280	IL02271330	IL02272540	IL02273710	IL02274900	IL02276250	IL02277420
IL02269100	IL02270300	IL02271340	IL02272550	IL02273720	IL02274930	IL02276280	IL02277430
IL02269110	IL02270310	IL02271350	IL02272560	IL02273730	IL02274940	IL02276300	IL02277450
IL02269130	IL02270320	IL02271380	IL02272570	IL02273750	IL02274970	IL02276310	IL02277480
IL02269160	IL02270340	IL02271390	IL02272580	IL02273770	IL02274990	IL02276320	IL02277510
IL02269190	IL02270370	IL02271400	IL02272590	IL02273780	IL02275020	IL02276400	IL02277530
IL02269210	IL02270380	IL02271410	IL02272600	IL02273800	IL02275030	IL02276410	IL02277540
IL02269240	IL02270400	IL02271440	IL02272610	IL02273810	IL02275050	IL02276420	IL02277550
IL02269250	IL02270420	IL02271450	IL02272620	IL02273830	IL02275090	IL02276430	IL02277570
IL02269260	IL02270450	IL02271460	IL02272650	IL02273850	IL02275130	IL02276450	IL02277580
IL02269270	IL02270500	IL02271490	IL02272680	IL02273860	IL02275170	IL02276460	IL02277590
IL02269290	IL02270510	IL02271500	IL02272690	IL02273870	IL02275190	IL02276470	IL02277600
IL02269300	IL02270530	IL02271510	IL02272710	IL02273880	IL02275200	IL02276510	IL02277610
IL02269320	IL02270540	IL02271520	IL02272720	IL02273900	IL02275260	IL02276560	IL02277620
IL02269330	IL02270550	IL02271530	IL02272730	IL02273910	IL02275290	IL02276570	IL02277660
IL02269360	IL02270560	IL02271550	IL02272750	IL02273920	IL02275300	IL02276630	IL02277670
IL02269380	IL02270570	IL02271560	IL02272780	IL02273930	IL02275310	IL02276640	IL02277730
IL02269410	IL02270580	IL02271570	IL02272810	IL02273960	IL02275320	IL02276650	IL02277750
IL02269430	IL02270590	IL02271580	IL02272820	IL02273970	IL02275330	IL02276660	IL02277820
IL02269440	IL02270610	IL02271590	IL02272830	IL02273990	IL02275340	IL02276670	IL02277850
IL02269450	IL02270630	IL02271600	IL02272870	IL02274020	IL02275360	IL02276680	IL02277860
IL02269460	IL02270640	IL02271630	IL02272880	IL02274030	IL02275370	IL02276690	IL02277870
IL02269480	IL02270650	IL02271640	IL02272890	IL02274040	IL02275380	IL02276700	IL02277920
IL02269490	IL02270660	IL02271660	IL02272900	IL02274060	IL02275400	IL02276710	IL02277960
IL02269500	IL02270670	IL02271670	IL02272910	IL02274070	IL02275420	IL02276730	IL02277970
IL02269510	IL02270680	IL02271680	IL02272920	IL02274090	IL02275440	IL02276750	IL02278000
IL02269530	IL02270690	IL02271700	IL02273030	IL02274120	IL02275450	IL02276760	IL02278010
IL02269550	IL02270700	IL02271710	IL02273050	IL02274130	IL02275460	IL02276770	IL02278020
IL02269630	IL02270710	IL02271740	IL02273090	IL02274180	IL02275480	IL02276780	IL02278030
IL02269640	IL02270740	IL02271780	IL02273120	IL02274190	IL02275490	IL02276790	IL02278040
IL02269660	IL02270760	IL02271790	IL02273160	IL02274210	IL02275530	IL02276810	IL02278090
IL02269680	IL02270770	IL02271800	IL02273180	IL02274260	IL02275540	IL02276820	IL02278120
IL02269720	IL02270790	IL02271820	IL02273200	IL02274280	IL02275570	IL02276840	IL02278130
IL02269730	IL02270810	IL02271840	IL02273210	IL02274290	IL02275580	IL02276850	IL02278140
IL02269770	IL02270820	IL02271900	IL02273230	IL02274300	IL02275600	IL02276890	IL02278150
IL02269790	IL02270870	IL02271960	IL02273250	IL02274350	IL02275620	IL02276900	IL02278160
IL02269800	IL02270880	IL02271970	IL02273280	IL02274370	IL02275650	IL02276910	IL02278170
IL02269810	IL02270910	IL02271990	IL02273310	IL02274390	IL02275670	IL02276930	IL02278200
IL02269850	IL02270930	IL02272000	IL02273320	IL02274400	IL02275680	IL02276950	IL02278220
IL02269860	IL02270960	IL02272020	IL02273330	IL02274430	IL02275710	IL02277000	IL02278230
IL02269880	IL02270970	IL02272040	IL02273340	IL02274450	IL02275750	IL02277010	IL02278240
IL02269890	IL02270980	IL02272070	IL02273350	IL02274460	IL02275790	IL02277020	IL02278270
IL02269910	IL02271000	IL02272090	IL02273370	IL02274470	IL02275810	IL02277030	IL02278280
IL02269930	IL02271010	IL02272140	IL02273380	IL02274500	IL02275820	IL02277050	IL02278290
IL02269940	IL02271020	IL02272210	IL02273390	IL02274510	IL02275840	IL02277060	IL02278300
IL02269950	IL02271030	IL02272220	IL02273400	IL02274560	IL02275850	IL02277090	IL02278330
IL02269960	IL02271060	IL02272230	IL02273430	IL02274570	IL02275870	IL02277100	IL02278340
IL02269970	IL02271080	IL02272250	IL02273450	IL02274580	IL02275880	IL02277110	IL02278350
IL02269990	IL02271090	IL02272280	IL02273490	IL02274630	IL02275890	IL02277160	IL02278370
IL02270000	IL02271100	IL02272300	IL02273500	IL02274710	IL02275920	IL02277180	IL02278380
IL02270030	IL02271110	IL02272310	IL02273510	IL02274720	IL02275940	IL02277200	IL02278390
IL02270050	IL02271120	IL02272320	IL02273520	IL02274730	IL02275980	IL02277210	IL02278400
IL02270080	IL02271140	IL02272340	IL02273540	IL02274740	IL02276000	IL02277240	IL02278410
IL02270100	IL02271150	IL02272370	IL02273550	IL02274750	IL02276100	IL02277250	IL02278420
IL02270110	IL02271160	IL02272400	IL02273590	IL02274800	IL02276130	IL02277280	IL02278430
IL02270140	IL02271170	IL02272420	IL02273600	IL02274820	IL02276140	IL02277300	IL02278440
IL02270150	IL02271190	IL02272450	IL02273610	IL02274830	IL02276170	IL02277320	IL02278450
IL02270170	IL02271200	IL02272460	IL02273650	IL02274840	IL02276180	IL02277330	IL02278460
IL02270190	IL02271240	IL02272470	IL02273660	IL02274850	IL02276190	IL02277350	IL02278470

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IL02278480	IL02279470	IL02280520	IL02281620	IL02282870	IL02284090	IL02285370	IL02286760
IL02278530	IL02279480	IL02280530	IL02281630	IL02282890	IL02284110	IL02285400	IL02286770
IL02278540	IL02279490	IL02280560	IL02281640	IL02282920	IL02284150	IL02285430	IL02286780
IL02278580	IL02279500	IL02280570	IL02281650	IL02282930	IL02284160	IL02285440	IL02286800
IL02278590	IL02279520	IL02280620	IL02281660	IL02282970	IL02284190	IL02285450	IL02286820
IL02278610	IL02279530	IL02280640	IL02281670	IL02283020	IL02284200	IL02285470	IL02286840
IL02278620	IL02279540	IL02280660	IL02281680	IL02283030	IL02284210	IL02285480	IL02286850
IL02278640	IL02279560	IL02280670	IL02281690	IL02283050	IL02284220	IL02285500	IL02286870
IL02278650	IL02279570	IL02280680	IL02281710	IL02283060	IL02284230	IL02285510	IL02286880
IL02278660	IL02279580	IL02280690	IL02281720	IL02283070	IL02284240	IL02285520	IL02286890
IL02278670	IL02279600	IL02280700	IL02281730	IL02283080	IL02284250	IL02285530	IL02286900
IL02278690	IL02279610	IL02280720	IL02281740	IL02283090	IL02284280	IL02285560	IL02286910
IL02278700	IL02279620	IL02280750	IL02281750	IL02283100	IL02284290	IL02285550	IL02286930
IL02278730	IL02279630	IL02280770	IL02281770	IL02283130	IL02284300	IL02285560	IL02286960
IL02278740	IL02279650	IL02280780	IL02281780	IL02283150	IL02284310	IL02285560	IL02286960
IL02278770	IL02279680	IL02280790	IL02281800	IL02283160	IL02284320	IL02285570	IL02287010
IL02278780	IL02279690	IL02280810	IL02281820	IL02283170	IL02284330	IL02285570	IL02287020
IL02278790	IL02279710	IL02280830	IL02281830	IL02283180	IL02284340	IL02285570	IL02287070
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IL02279170	IL02280070	IL02281230	IL02282410	IL02283670	IL02284850	IL02285620	IL02287420
IL02279180	IL02280140	IL02281270	IL02282450	IL02283700	IL02284920	IL02285630	IL02287430
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IL02279210	IL02280170	IL02281300	IL02282500	IL02283760	IL02284980	IL02285620	IL02287450
IL02279220	IL02280180	IL02281310	IL02282510	IL02283770	IL02285000	IL02285630	IL02287470
IL02279230	IL02280200	IL02281320	IL02282520	IL02283780	IL02285010	IL02285630	IL02287480
IL02279240	IL02280220	IL02281360	IL02282540	IL02283790	IL02285030	IL02285630	IL02287490
IL02279250	IL02280230	IL02281370	IL02282550	IL02283800	IL02285040	IL02285630	IL02287500
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IL02279270	IL02280270	IL02281400	IL02282590	IL02283830	IL02285060	IL02285640	IL02287520
IL02279280	IL02280280	IL02281410	IL02282610	IL02283840	IL02285090	IL02285640	IL02287540
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IL02279310	IL02280340	IL02281460	IL02282660	IL02283910	IL02285210	IL02285660	IL02287590
IL02279320	IL02280350	IL02281470	IL02282670	IL02283960	IL02285220	IL02285660	IL02287600
IL02279380	IL02280360	IL02281500	IL02282720	IL02283970	IL02285240	IL02285620	IL02287610
IL02279390	IL02280380	IL02281530	IL02282730	IL02284010	IL02285250	IL02285650	IL02287640
IL02279400	IL02280390	IL02281540	IL02282780	IL02284020	IL02285290	IL02285660	IL02287650
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IL02279430	IL02280470	IL02281600	IL02282800	IL02284050	IL02285340	IL02285670	IL02287700
IL02279450	IL02280510	IL02281610	IL02282850	IL02284080	IL02285350	IL02285670	IL02287720

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IL02287730	IL02288750	IL02289920	IL02290840	IL02292230	IL02293550	IL02294680	IL02295770
IL02287740	IL02288800	IL02289930	IL02290850	IL02292240	IL02293580	IL02294690	IL02295800
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IL02287780	IL02288830	IL02289960	IL02290890	IL02292280	IL02293650	IL02294720	IL02295840
IL02287810	IL02288850	IL02289970	IL02290950	IL02292300	IL02293660	IL02294740	IL02295850
IL02287820	IL02288890	IL02289990	IL02290960	IL02292310	IL02293700	IL02294750	IL02295870
IL02287840	IL02288910	IL02290000	IL02290970	IL02292320	IL02293720	IL02294770	IL02295880
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IL02287890	IL02288950	IL02290020	IL02291010	IL02292340	IL02293760	IL02294800	IL02295940
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IL02288110	IL02289230	IL02290300	IL02291250	IL02292650	IL02294010	IL02295030	IL02296250
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IL02288160	IL02289280	IL02290350	IL02291280	IL02292670	IL02294050	IL02295050	IL02296270
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IL02288230	IL02289330	IL02290390	IL02291410	IL02292740	IL02294160	IL02295090	IL02296340
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IL02288280	IL02289390	IL02290420	IL02291470	IL02292810	IL02294300	IL02295180	IL02296370
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IL02288340	IL02289530	IL02290490	IL02291560	IL02292930	IL02294350	IL02295280	IL02296520
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IL02288380	IL02289580	IL02290510	IL02291590	IL02293080	IL02294380	IL02295310	IL02296540
IL02288390	IL02289610	IL02290530	IL02291680	IL02293090	IL02294400	IL02295330	IL02296560
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IL02288410	IL02289660	IL02290550	IL02291710	IL02293130	IL02294420	IL02295430	IL02296580
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IL02288520	IL02289730	IL02290620	IL02291810	IL02293250	IL02294490	IL02295510	IL02296660
IL02288530	IL02289740	IL02290630	IL02291820	IL02293290	IL02294500	IL02295520	IL02296670
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IL02288600	IL02289810	IL02290690	IL02291920	IL02293360	IL02294550	IL02295630	IL02296730
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IL02288640	IL02289850	IL02290710	IL02291990	IL02293450	IL02294600	IL02295690	IL02296810
IL02288660	IL02289860	IL02290720	IL02292070	IL02293460	IL02294610	IL02295700	IL02296830
IL02288670	IL02289870	IL02290750	IL02292080	IL02293510	IL02294620	IL02295710	IL02296840
IL02288700	IL02289890	IL02290810	IL02292110	IL02293520	IL02294630	IL02295720	IL02296850
IL02288710	IL02289900	IL02290820	IL02292140	IL02293530	IL02294640	IL02295730	IL02296860
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IL02296910	IL02297900	IL02299110	IL02300440	IL02301540	IL02302730	IL02303900	IL02305330
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IL02296950	IL02297940	IL02299160	IL02300500	IL02301600	IL02302790	IL02303930	IL02305360
IL02296960	IL02298000	IL02299170	IL02300530	IL02301610	IL02302830	IL02303940	IL02305370
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IL02297080	IL02298110	IL02299270	IL02300620	IL02301720	IL02302970	IL02304110	IL02305430
IL02297090	IL02298120	IL02299280	IL02300630	IL02301740	IL02302980	IL02304120	IL02305490
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IL02297390	IL02298450	IL02299750	IL02300930	IL02302040	IL02303270	IL02304490	IL02305800
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IL02297430	IL02298540	IL02299940	IL02300970	IL02302150	IL02303320	IL02304610	IL02305860
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IL02297530	IL02298650	IL02300090	IL02301020	IL02302260	IL02303410	IL02304800	IL02305950
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IL02297580	IL02298700	IL02300120	IL02301060	IL02302310	IL02303450	IL02304820	IL02306010
IL02297610	IL02298720	IL02300140	IL02301070	IL02302320	IL02303470	IL02304840	IL02306030
IL02297620	IL02298730	IL02300150	IL02301090	IL02302350	IL02303480	IL02304860	IL02306060
IL02297640	IL02298740	IL02300160	IL02301100	IL02302360	IL02303500	IL02304870	IL02306070
IL02297650	IL02298750	IL02300180	IL02301110	IL02302370	IL02303510	IL02304880	IL02306090
IL02297670	IL02298760	IL02300190	IL02301130	IL02302400	IL02303520	IL02304890	IL02306100
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IL02297700	IL02298800	IL02300220	IL02301150	IL02302470	IL02303620	IL02304930	IL02306150
IL02297720	IL02298830	IL02300230	IL02301180	IL02302490	IL02303650	IL02304940	IL02306180
IL02297730	IL02298840	IL02300250	IL02301190	IL02302520	IL02303670	IL02304950	IL02306190
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IL02297810	IL02299020	IL02300370	IL02301330	IL02302620	IL02303820	IL02305110	IL02306320
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL02306750	IL02308380	IL02309620	IL02310800	IL02312110	IL02313540	IL02314730	IL02315980
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IL02307170	IL02308960	IL02310000	IL02311330	IL02312840	IL02313970	IL02315290	IL02316460
IL02307190	IL02308980	IL02310030	IL02311340	IL02312860	IL02314000	IL02315320	IL02316480
IL02307220	IL02308990	IL02310060	IL02311360	IL02312870	IL02314010	IL02315330	IL02316490
IL02307230	IL02309000	IL02310080	IL02311390	IL02312890	IL02314030	IL02315340	IL02316500
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IL02307290	IL02309120	IL02310170	IL02311450	IL02312940	IL02314090	IL02315410	IL02316570
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IL02307540	IL02309260	IL02310380	IL02311650	IL02313060	IL02314210	IL02315540	IL02316780
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IL02307660	IL02309320	IL02310420	IL02311700	IL02313080	IL02314240	IL02315580	IL02316820
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IL02307690	IL02309340	IL02310450	IL02311720	IL02313110	IL02314310	IL02315640	IL02316880
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IL02307870	IL02309360	IL02310500	IL02311740	IL02313140	IL02314360	IL02315690	IL02317030

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IL02317040	IL02318560	IL02319780	IL02321080	IL02322160	IL02323400	IL02324700	IL02325760
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IL02317140	IL02318620	IL02319830	IL02321130	IL02322250	IL02323450	IL02324760	IL02325800
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IL02317830	IL02319150	IL02320490	IL02321620	IL02322740	IL02324020	IL02325230	IL02326320
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IL02317910	IL02319220	IL02320510	IL02321640	IL02322760	IL02324050	IL02325260	IL02326350
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IL02318190	IL02319450	IL02320770	IL02321910	IL02323100	IL02324360	IL02325520	IL02326570
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IL02318500	IL02319640	IL02321010	IL02322100	IL02323340	IL02324520	IL02325700	IL02326780
IL02318520	IL02319660	IL02321020	IL02322110	IL02323360	IL02324540	IL02325730	IL02326790
IL02318540	IL02319690	IL02321030	IL02322130	IL02323380	IL02324590	IL02325740	IL02326800
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IL02326830	IL02327820	IL02328800	IL02330150	IL02331280	IL02332300	IL02333470	IL02334450
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IL02326860	IL02327870	IL02328860	IL02330210	IL02331350	IL02332360	IL02333570	IL02334490
IL02326880	IL02327880	IL02328880	IL02330230	IL02331360	IL02332380	IL02333580	IL02334500
IL02326910	IL02327900	IL02328890	IL02330240	IL02331370	IL02332390	IL02333590	IL02334520
IL02326930	IL02327910	IL02328910	IL02330250	IL02331400	IL02332400	IL02333600	IL02334530
IL02326960	IL02327920	IL02328930	IL02330280	IL02331420	IL02332410	IL02333610	IL02334560
IL02326970	IL02327930	IL02328950	IL02330330	IL02331430	IL02332420	IL02333630	IL02334570
IL02327000	IL02327940	IL02328970	IL02330370	IL02331440	IL02332430	IL02333640	IL02334600
IL02327020	IL02327970	IL02329000	IL02330380	IL02331460	IL02332440	IL02333660	IL02334610
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IL02327300	IL02328280	IL02329430	IL02330740	IL02331810	IL02332780	IL02333980	IL02334880
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IL02327320	IL02328300	IL02329450	IL02330780	IL02331860	IL02332820	IL02334010	IL02334930
IL02327340	IL02328310	IL02329470	IL02330820	IL02331870	IL02332850	IL02334030	IL02334940
IL02327370	IL02328320	IL02329490	IL02330840	IL02331880	IL02332880	IL02334040	IL02334960
IL02327390	IL02328330	IL02329500	IL02330860	IL02331890	IL02332900	IL02334050	IL02334970
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IL02327520	IL02328460	IL02329730	IL02330980	IL02331980	IL02332990	IL02334130	IL02335100
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IL02327750	IL02328710	IL02330030	IL02331200	IL02332230	IL02333390	IL02334380	IL02335300
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IL02327790	IL02328760	IL02330100	IL02331250	IL02332270	IL02333440	IL02334410	IL02335350
IL02327800	IL02328770	IL02330120	IL02331260	IL02332280	IL02333450	IL02334420	IL02335370
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IL02335390	IL02336580	IL02337790	IL02338890	IL02339850	IL02340830	IL02341860	IL02342970
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IL02335450	IL02336620	IL02337850	IL02338960	IL02339940	IL02340890	IL02341910	IL02343040
IL02335470	IL02336650	IL02337860	IL02338970	IL02339950	IL02340920	IL02341930	IL02343050
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IL02335630	IL02336810	IL02338020	IL02339120	IL02340130	IL02341100	IL02342110	IL02343180
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IL02335650	IL02336830	IL02338040	IL02339140	IL02340180	IL02341120	IL02342170	IL02343200
IL02335660	IL02336870	IL02338050	IL02339150	IL02340190	IL02341130	IL02342180	IL02343210
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IL02335720	IL02336930	IL02338080	IL02339190	IL02340210	IL02341200	IL02342200	IL02343230
IL02335750	IL02336940	IL02338090	IL02339200	IL02340230	IL02341210	IL02342230	IL02343240
IL02335770	IL02336950	IL02338110	IL02339210	IL02340330	IL02341220	IL02342260	IL02343290
IL02335780	IL02337010	IL02338210	IL02339230	IL02340340	IL02341230	IL02342270	IL02343300
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IL02335970	IL02337160	IL02338340	IL02339340	IL02340450	IL02341320	IL02342410	IL02343490
IL02335980	IL02337180	IL02338350	IL02339350	IL02340460	IL02341330	IL02342420	IL02343510
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IL02336010	IL02337200	IL02338390	IL02339390	IL02340480	IL02341350	IL02342440	IL02343530
IL02336030	IL02337220	IL02338400	IL02339400	IL02340490	IL02341360	IL02342450	IL02343540
IL02336040	IL02337230	IL02338420	IL02339410	IL02340500	IL02341370	IL02342490	IL02343550
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IL02336090	IL02337320	IL02338450	IL02339440	IL02340520	IL02341410	IL02342510	IL02343570
IL02336120	IL02337330	IL02338470	IL02339450	IL02340530	IL02341460	IL02342530	IL02343580
IL02336140	IL02337390	IL02338480	IL02339470	IL02340540	IL02341470	IL02342550	IL02343590
IL02336160	IL02337430	IL02338490	IL02339480	IL02340550	IL02341530	IL02342590	IL02343630
IL02336170	IL02337450	IL02338500	IL02339500	IL02340560	IL02341540	IL02342600	IL02343660
IL02336180	IL02337460	IL02338520	IL02339510	IL02340590	IL02341550	IL02342620	IL02343690
IL02336210	IL02337480	IL02338590	IL02339520	IL02340600	IL02341590	IL02342630	IL02343710
IL02336280	IL02337490	IL02338620	IL02339530	IL02340610	IL02341610	IL02342650	IL02343720
IL02336300	IL02337500	IL02338640	IL02339540	IL02340620	IL02341630	IL02342660	IL02343750
IL02336310	IL02337510	IL02338670	IL02339560	IL02340650	IL02341640	IL02342670	IL02343770
IL02336330	IL02337520	IL02338700	IL02339600	IL02340660	IL02341650	IL02342690	IL02343800
IL02336340	IL02337530	IL02338720	IL02339610	IL02340670	IL02341670	IL02342700	IL02343810
IL02336380	IL02337560	IL02338730	IL02339620	IL02340680	IL02341680	IL02342710	IL02343840
IL02336410	IL02337590	IL02338740	IL02339630	IL02340690	IL02341710	IL02342780	IL02343850
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IL02336480	IL02337680	IL02338780	IL02339710	IL02340730	IL02341750	IL02342870	IL02343900
IL02336490	IL02337690	IL02338790	IL02339750	IL02340740	IL02341760	IL02342900	IL02343920
IL02336500	IL02337710	IL02338810	IL02339770	IL02340770	IL02341770	IL02342910	IL02343930
IL02336520	IL02337720	IL02338820	IL02339790	IL02340780	IL02341800	IL02342930	IL02343940
IL02336540	IL02337740	IL02338840	IL02339820	IL02340790	IL02341810	IL02342940	IL02343960
IL02336550	IL02337750	IL02338850	IL02339830	IL02340800	IL02341830	IL02342950	IL02343980
IL02336570	IL02337760	IL02338860	IL02339840	IL02340810	IL02341850	IL02342960	IL02343990

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IL02344000	IL02345150	IL02346230	IL02347340	IL02348430	IL02349630	IL02350990	IL02352190
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IL02344020	IL02345170	IL02346280	IL02347380	IL02348470	IL02349650	IL02351040	IL02352210
IL02344040	IL02345180	IL02346290	IL02347410	IL02348480	IL02349690	IL02351100	IL02352220
IL02344050	IL02345190	IL02346310	IL02347420	IL02348490	IL02349700	IL02351110	IL02352240
IL02344060	IL02345200	IL02346340	IL02347430	IL02348510	IL02349730	IL02351120	IL02352250
IL02344080	IL02345230	IL02346370	IL02347440	IL02348540	IL02349740	IL02351150	IL02352260
IL02344100	IL02345240	IL02346380	IL02347460	IL02348550	IL02349750	IL02351180	IL02352320
IL02344110	IL02345250	IL02346390	IL02347470	IL02348560	IL02349780	IL02351190	IL02352330
IL02344160	IL02345270	IL02346410	IL02347480	IL02348600	IL02349830	IL02351220	IL02352340
IL02344180	IL02345280	IL02346480	IL02347510	IL02348610	IL02349840	IL02351230	IL02352380
IL02344190	IL02345310	IL02346490	IL02347530	IL02348640	IL02349920	IL02351240	IL02352390
IL02344210	IL02345320	IL02346500	IL02347570	IL02348650	IL02349980	IL02351260	IL02352400
IL02344220	IL02345330	IL02346510	IL02347600	IL02348690	IL02350000	IL02351270	IL02352410
IL02344230	IL02345350	IL02346520	IL02347610	IL02348700	IL02350010	IL02351330	IL02352430
IL02344280	IL02345360	IL02346530	IL02347620	IL02348710	IL02350030	IL02351400	IL02352480
IL02344290	IL02345410	IL02346570	IL02347630	IL02348720	IL02350050	IL02351420	IL02352490
IL02344300	IL02345440	IL02346580	IL02347650	IL02348730	IL02350080	IL02351440	IL02352500
IL02344310	IL02345460	IL02346590	IL02347680	IL02348750	IL02350110	IL02351470	IL02352510
IL02344320	IL02345480	IL02346620	IL02347690	IL02348780	IL02350130	IL02351480	IL02352520
IL02344350	IL02345490	IL02346630	IL02347700	IL02348800	IL02350140	IL02351490	IL02352530
IL02344370	IL02345540	IL02346670	IL02347720	IL02348810	IL02350190	IL02351500	IL02352540
IL02344380	IL02345550	IL02346690	IL02347730	IL02348820	IL02350200	IL02351520	IL02352550
IL02344400	IL02345580	IL02346700	IL02347750	IL02348840	IL02350210	IL02351530	IL02352560
IL02344430	IL02345590	IL02346710	IL02347760	IL02348860	IL02350270	IL02351540	IL02352570
IL02344470	IL02345610	IL02346720	IL02347780	IL02348870	IL02350290	IL02351580	IL02352600
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IL02344490	IL02345660	IL02346740	IL02347810	IL02348920	IL02350310	IL02351620	IL02352640
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IL02344530	IL02345700	IL02346790	IL02347920	IL02348960	IL02350380	IL02351670	IL02352770
IL02344540	IL02345710	IL02346810	IL02347930	IL02348980	IL02350400	IL02351680	IL02352780
IL02344550	IL02345720	IL02346820	IL02347940	IL02349030	IL02350410	IL02351700	IL02352790
IL02344560	IL02345730	IL02346830	IL02347960	IL02349080	IL02350440	IL02351750	IL02352810
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IL02344720	IL02345860	IL02346950	IL02348060	IL02349220	IL02350610	IL02351870	IL02352970
IL02344750	IL02345870	IL02347000	IL02348070	IL02349230	IL02350640	IL02351890	IL02352980
IL02344760	IL02345890	IL02347040	IL02348090	IL02349250	IL02350660	IL02351900	IL02353030
IL02344780	IL02345910	IL02347050	IL02348110	IL02349270	IL02350700	IL02351910	IL02353040
IL02344790	IL02345930	IL02347070	IL02348130	IL02349280	IL02350730	IL02351920	IL02353060
IL02344810	IL02345960	IL02347090	IL02348150	IL02349290	IL02350740	IL02351940	IL02353070
IL02344840	IL02345970	IL02347110	IL02348170	IL02349310	IL02350760	IL02351960	IL02353080
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IL02344860	IL02345990	IL02347130	IL02348190	IL02349340	IL02350780	IL02352010	IL02353100
IL02344880	IL02346000	IL02347150	IL02348200	IL02349350	IL02350790	IL02352020	IL02353160
IL02344890	IL02346010	IL02347160	IL02348210	IL02349360	IL02350800	IL02352030	IL02353170
IL02344920	IL02346020	IL02347170	IL02348220	IL02349370	IL02350810	IL02352040	IL02353190
IL02345000	IL02346040	IL02347180	IL02348250	IL02349390	IL02350820	IL02352050	IL02353200
IL02345020	IL02346050	IL02347190	IL02348260	IL02349430	IL02350830	IL02352080	IL02353210
IL02345040	IL02346080	IL02347200	IL02348280	IL02349440	IL02350850	IL02352100	IL02353220
IL02345060	IL02346100	IL02347210	IL02348300	IL02349470	IL02350860	IL02352110	IL02353230
IL02345070	IL02346140	IL02347220	IL02348310	IL02349490	IL02350870	IL02352120	IL02353240
IL02345100	IL02346150	IL02347240	IL02348370	IL02349500	IL02350880	IL02352130	IL02353250
IL02345110	IL02346160	IL02347270	IL02348380	IL02349510	IL02350890	IL02352140	IL02353260
IL02345120	IL02346170	IL02347280	IL02348390	IL02349540	IL02350920	IL02352160	IL02353280
IL02345130	IL02346180	IL02347290	IL02348410	IL02349610	IL02350930	IL02352170	IL02353290
IL02345140	IL02346210	IL02347310	IL02348420	IL02349620	IL02350980	IL02352180	IL02353300

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IL02353310	IL02354500	IL02355600	IL02356830	IL02357900	IL02359160	IL02360230	IL02361350
IL02353330	IL02354530	IL02355620	IL02356870	IL02357910	IL02359180	IL02360250	IL02361360
IL02353340	IL02354540	IL02355680	IL02356880	IL02357920	IL02359190	IL02360270	IL02361380
IL02353380	IL02354580	IL02355690	IL02356890	IL02357950	IL02359200	IL02360300	IL02361390
IL02353400	IL02354590	IL02355700	IL02356900	IL02357960	IL02359210	IL02360310	IL02361400
IL02353420	IL02354620	IL02355710	IL02356910	IL02357970	IL02359240	IL02360320	IL02361410
IL02353440	IL02354650	IL02355730	IL02356930	IL02357980	IL02359280	IL02360330	IL02361420
IL02353450	IL02354670	IL02355740	IL02356940	IL02357990	IL02359290	IL02360360	IL02361430
IL02353460	IL02354680	IL02355770	IL02356950	IL02358000	IL02359320	IL02360380	IL02361440
IL02353500	IL02354690	IL02355790	IL02356960	IL02358010	IL02359330	IL02360390	IL02361480
IL02353510	IL02354700	IL02355820	IL02356970	IL02358020	IL02359340	IL02360400	IL02361490
IL02353520	IL02354720	IL02355840	IL02357000	IL02358100	IL02359350	IL02360420	IL02361500
IL02353540	IL02354730	IL02355860	IL02357010	IL02358110	IL02359360	IL02360430	IL02361510
IL02353560	IL02354750	IL02355870	IL02357020	IL02358120	IL02359370	IL02360440	IL02361520
IL02353570	IL02354760	IL02355910	IL02357030	IL02358130	IL02359390	IL02360450	IL02361550
IL02353580	IL02354770	IL02355920	IL02357040	IL02358140	IL02359420	IL02360460	IL02361570
IL02353630	IL02354780	IL02355930	IL02357080	IL02358150	IL02359430	IL02360480	IL02361590
IL02353640	IL02354790	IL02355950	IL02357090	IL02358160	IL02359440	IL02360500	IL02361600
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IL02353660	IL02354820	IL02355990	IL02357110	IL02358180	IL02359500	IL02360520	IL02361630
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IL02353710	IL02354850	IL02356020	IL02357200	IL02358240	IL02359530	IL02360560	IL02361660
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IL02353800	IL02354950	IL02356140	IL02357280	IL02358320	IL02359640	IL02360660	IL02361820
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IL02353850	IL02355010	IL02356200	IL02357340	IL02358360	IL02359690	IL02360700	IL02361920
IL02353860	IL02355020	IL02356210	IL02357360	IL02358430	IL02359700	IL02360730	IL02361930
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IL02353890	IL02355040	IL02356240	IL02357400	IL02358450	IL02359720	IL02360770	IL02361950
IL02353930	IL02355050	IL02356320	IL02357410	IL02358460	IL02359730	IL02360790	IL02361960
IL02353940	IL02355070	IL02356330	IL02357440	IL02358510	IL02359740	IL02360800	IL02361980
IL02353950	IL02355080	IL02356350	IL02357470	IL02358530	IL02359750	IL02360810	IL02361990
IL02353970	IL02355110	IL02356400	IL02357490	IL02358540	IL02359760	IL02360820	IL02362000
IL02354030	IL02355120	IL02356420	IL02357500	IL02358570	IL02359770	IL02360850	IL02362010
IL02354060	IL02355130	IL02356430	IL02357520	IL02358580	IL02359800	IL02360870	IL02362020
IL02354080	IL02355140	IL02356440	IL02357530	IL02358590	IL02359810	IL02360900	IL02362030
IL02354100	IL02355160	IL02356460	IL02357550	IL02358620	IL02359850	IL02360930	IL02362050
IL02354110	IL02355190	IL02356470	IL02357560	IL02358660	IL02359890	IL02361000	IL02362060
IL02354140	IL02355230	IL02356480	IL02357570	IL02358680	IL02359900	IL02361010	IL02362080
IL02354150	IL02355240	IL02356510	IL02357590	IL02358690	IL02359930	IL02361030	IL02362100
IL02354180	IL02355250	IL02356540	IL02357600	IL02358750	IL02359940	IL02361040	IL02362110
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IL02354210	IL02355290	IL02356580	IL02357700	IL02358780	IL02359970	IL02361060	IL02362150
IL02354230	IL02355300	IL02356600	IL02357720	IL02358790	IL02360000	IL02361070	IL02362170
IL02354250	IL02355310	IL02356610	IL02357740	IL02358810	IL02360010	IL02361080	IL02362180
IL02354260	IL02355320	IL02356620	IL02357750	IL02358870	IL02360030	IL02361090	IL02362190
IL02354270	IL02355350	IL02356630	IL02357780	IL02358880	IL02360040	IL02361110	IL02362210
IL02354310	IL02355380	IL02356640	IL02357790	IL02358890	IL02360060	IL02361120	IL02362220
IL02354330	IL02355390	IL02356670	IL02357800	IL02358900	IL02360070	IL02361130	IL02362230
IL02354380	IL02355410	IL02356700	IL02357810	IL02358910	IL02360080	IL02361150	IL02362270
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IL02354420	IL02355510	IL02356760	IL02357840	IL02358950	IL02360110	IL02361220	IL02362330
IL02354430	IL02355520	IL02356780	IL02357850	IL02359060	IL02360120	IL02361230	IL02362340
IL02354440	IL02355540	IL02356790	IL02357860	IL02359090	IL02360140	IL02361240	IL02362370
IL02354450	IL02355560	IL02356800	IL02357870	IL02359100	IL02360200	IL02361270	IL02362390
IL02354480	IL02355580	IL02356810	IL02357880	IL02359110	IL02360210	IL02361290	IL02362400
IL02354490	IL02355590	IL02356820	IL02357890	IL02359120	IL02360220	IL02361320	IL02362460

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IL02362480	IL02363700	IL02364840	IL02365860	IL02367110	IL02368200	IL02369600	IL02370830
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IL02362520	IL02363760	IL02364890	IL02365890	IL02367130	IL02368230	IL02369630	IL02370860
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IL02362590	IL02363800	IL02364910	IL02365910	IL02367180	IL02368280	IL02369680	IL02370910
IL02362630	IL02363830	IL02364920	IL02365920	IL02367220	IL02368290	IL02369690	IL02371000
IL02362660	IL02363840	IL02364950	IL02365970	IL02367240	IL02368330	IL02369710	IL02371010
IL02362680	IL02363860	IL02364960	IL02365980	IL02367250	IL02368340	IL02369720	IL02371020
IL02362690	IL02363870	IL02364970	IL02366010	IL02367290	IL02368350	IL02369730	IL02371030
IL02362700	IL02363890	IL02364980	IL02366020	IL02367300	IL02368370	IL02369750	IL02371040
IL02362710	IL02363920	IL02365000	IL02366040	IL02367310	IL02368380	IL02369760	IL02371050
IL02362730	IL02363930	IL02365030	IL02366060	IL02367320	IL02368390	IL02369780	IL02371060
IL02362740	IL02363940	IL02365040	IL02366080	IL02367340	IL02368430	IL02369810	IL02371070
IL02362750	IL02363950	IL02365070	IL02366100	IL02367350	IL02368490	IL02369830	IL02371080
IL02362760	IL02364000	IL02365100	IL02366110	IL02367360	IL02368500	IL02369840	IL02371110
IL02362770	IL02364010	IL02365130	IL02366130	IL02367380	IL02368510	IL02369850	IL02371120
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IL02362870	IL02364120	IL02365170	IL02366260	IL02367440	IL02368610	IL02369930	IL02371170
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IL02362940	IL02364160	IL02365220	IL02366300	IL02367490	IL02368640	IL02369960	IL02371220
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IL02362980	IL02364210	IL02365250	IL02366390	IL02367530	IL02368700	IL02369990	IL02371240
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IL02363000	IL02364230	IL02365290	IL02366420	IL02367570	IL02368740	IL02370010	IL02371300
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IL02363030	IL02364270	IL02365330	IL02366440	IL02367610	IL02368790	IL02370110	IL02371340
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IL02363170	IL02364300	IL02365370	IL02366500	IL02367680	IL02368830	IL02370170	IL02371370
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IL02363250	IL02364400	IL02365450	IL02366570	IL02367750	IL02369060	IL02370240	IL02371440
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IL02363350	IL02364490	IL02365510	IL02366760	IL02367840	IL02369170	IL02370360	IL02371520
IL02363370	IL02364510	IL02365540	IL02366780	IL02367890	IL02369180	IL02370370	IL02371530
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IL02363420	IL02364600	IL02365570	IL02366830	IL02367960	IL02369220	IL02370410	IL02371620
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IL02363440	IL02364640	IL02365590	IL02366850	IL02367980	IL02369270	IL02370490	IL02371700
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IL02363640	IL02364780	IL02365790	IL02367010	IL02368160	IL02369520	IL02370760	IL02371910
IL02363650	IL02364790	IL02365820	IL02367020	IL02368170	IL02369550	IL02370780	IL02371930
IL02363660	IL02364800	IL02365830	IL02367030	IL02368180	IL02369570	IL02370790	IL02371950
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IL02372010	IL02373070	IL02374300	IL02375790	IL02376750	IL02377900	IL02379260	IL02380290
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IL02372070	IL02373140	IL02374370	IL02375840	IL02376840	IL02377940	IL02379380	IL02380350
IL02372080	IL02373160	IL02374390	IL02375850	IL02376850	IL02377970	IL02379400	IL02380390
IL02372090	IL02373180	IL02374420	IL02375860	IL02376860	IL02377980	IL02379410	IL02380420
IL02372110	IL02373190	IL02374440	IL02375870	IL02376880	IL02378010	IL02379430	IL02380430
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IL02372150	IL02373220	IL02374490	IL02375920	IL02376910	IL02378070	IL02379470	IL02380450
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IL02372170	IL02373240	IL02374510	IL02375940	IL02376940	IL02378110	IL02379510	IL02380470
IL02372180	IL02373250	IL02374520	IL02375950	IL02376950	IL02378210	IL02379520	IL02380530
IL02372190	IL02373270	IL02374530	IL02375960	IL02376980	IL02378220	IL02379530	IL02380560
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IL02372210	IL02373320	IL02374580	IL02375990	IL02377010	IL02378250	IL02379550	IL02380580
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IL02372250	IL02373410	IL02374700	IL02376050	IL02377040	IL02378330	IL02379650	IL02380640
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IL02372520	IL02373680	IL02374980	IL02376280	IL02377310	IL02378590	IL02379860	IL02380850
IL02372530	IL02373700	IL02375020	IL02376290	IL02377390	IL02378600	IL02379870	IL02380860
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IL02372620	IL02373790	IL02375100	IL02376340	IL02377440	IL02378720	IL02379940	IL02380920
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IL02372660	IL02373840	IL02375150	IL02376360	IL02377470	IL02378770	IL02379970	IL02380990
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IL02372740	IL02373900	IL02375270	IL02376460	IL02377630	IL02378840	IL02380030	IL02381050
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IL02372880	IL02374000	IL02375420	IL02376590	IL02377700	IL02379020	IL02380120	IL02381140
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IL02372960	IL02374070	IL02375460	IL02376620	IL02377740	IL02379070	IL02380170	IL02381220
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IL02372990	IL02374100	IL02375580	IL02376640	IL02377780	IL02379090	IL02380190	IL02381250
IL02373000	IL02374120	IL02375590	IL02376660	IL02377790	IL02379100	IL02380200	IL02381270
IL02373010	IL02374130	IL02375610	IL02376670	IL02377800	IL02379130	IL02380210	IL02381340
IL02373020	IL02374140	IL02375620	IL02376700	IL02377810	IL02379160	IL02380220	IL02381350
IL02373030	IL02374150	IL02375640	IL02376710	IL02377830	IL02379170	IL02380230	IL02381420
IL02373040	IL02374220	IL02375650	IL02376720	IL02377840	IL02379200	IL02380260	IL02381430
IL02373050	IL02374230	IL02375670	IL02376730	IL02377860	IL02379220	IL02380270	IL02381440
IL02373060	IL02374260	IL02375780	IL02376740	IL02377880	IL02379230	IL02380280	IL02381460

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IL02381480	IL02382510	IL02383670	IL02384710	IL02385800	IL02386880	IL02388120	IL02389310
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IL02381570	IL02382550	IL02383700	IL02384740	IL02385870	IL02386970	IL02388140	IL02389350
IL02381580	IL02382560	IL02383710	IL02384770	IL02385880	IL02387000	IL02388150	IL02389360
IL02381590	IL02382570	IL02383720	IL02384780	IL02385890	IL02387030	IL02388160	IL02389380
IL02381600	IL02382600	IL02383750	IL02384800	IL02385900	IL02387040	IL02388170	IL02389410
IL02381620	IL02382610	IL02383770	IL02384820	IL02385910	IL02387070	IL02388180	IL02389420
IL02381630	IL02382620	IL02383780	IL02384840	IL02385920	IL02387080	IL02388190	IL02389430
IL02381650	IL02382630	IL02383790	IL02384860	IL02385930	IL02387090	IL02388200	IL02389440
IL02381670	IL02382640	IL02383800	IL02384870	IL02385950	IL02387120	IL02388240	IL02389450
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IL02381700	IL02382720	IL02383880	IL02384920	IL02386040	IL02387150	IL02388300	IL02389490
IL02381710	IL02382850	IL02383890	IL02384930	IL02386110	IL02387170	IL02388320	IL02389500
IL02381730	IL02382860	IL02383900	IL02384940	IL02386120	IL02387180	IL02388330	IL02389540
IL02381740	IL02382870	IL02383910	IL02384960	IL02386130	IL02387200	IL02388340	IL02389550
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IL02381840	IL02383040	IL02384060	IL02385160	IL02386300	IL02387330	IL02388530	IL02389780
IL02381860	IL02383050	IL02384070	IL02385170	IL02386320	IL02387340	IL02388560	IL02389800
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IL02382030	IL02383110	IL02384180	IL02385280	IL02386420	IL02387420	IL02388640	IL02389870
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IL02382460	IL02383600	IL02384630	IL02385710	IL02386790	IL02387970	IL02389240	IL02390390
IL02382470	IL02383620	IL02384650	IL02385740	IL02386820	IL02387980	IL02389250	IL02390410
IL02382480	IL02383630	IL02384660	IL02385760	IL02386830	IL02388040	IL02389280	IL02390420
IL02382490	IL02383650	IL02384670	IL02385770	IL02386850	IL02388070	IL02389290	IL02390430
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IL02390460	IL02391670	IL02392700	IL02393890	IL02395010	IL02396160	IL02397430	IL02398510
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IL02390500	IL02391700	IL02392730	IL02393960	IL02395050	IL02396190	IL02397470	IL02398590
IL02390540	IL02391710	IL02392740	IL02393970	IL02395060	IL02396210	IL02397510	IL02398620
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IL02390580	IL02391740	IL02392830	IL02393990	IL02395080	IL02396230	IL02397560	IL02398650
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IL02390670	IL02391830	IL02392880	IL02394040	IL02395250	IL02396270	IL02397630	IL02398720
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IL02390990	IL02392060	IL02393180	IL02394300	IL02395530	IL02396650	IL02397880	IL02399030
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IL02391020	IL02392130	IL02393240	IL02394360	IL02395590	IL02396710	IL02397950	IL02399080
IL02391030	IL02392140	IL02393250	IL02394380	IL02395610	IL02396720	IL02397960	IL02399090
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IL02391060	IL02392210	IL02393290	IL02394430	IL02395640	IL02396750	IL02397990	IL02399160
IL02391070	IL02392220	IL02393310	IL02394440	IL02395650	IL02396760	IL02398010	IL02399170
IL02391080	IL02392270	IL02393330	IL02394450	IL02395660	IL02396770	IL02398020	IL02399190
IL02391090	IL02392310	IL02393380	IL02394460	IL02395670	IL02396780	IL02398050	IL02399210
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IL02391150	IL02392340	IL02393410	IL02394510	IL02395740	IL02396830	IL02398110	IL02399250
IL02391160	IL02392360	IL02393460	IL02394520	IL02395780	IL02396870	IL02398120	IL02399270
IL02391190	IL02392380	IL02393490	IL02394550	IL02395790	IL02396890	IL02398150	IL02399280
IL02391200	IL02392390	IL02393500	IL02394590	IL02395800	IL02396900	IL02398170	IL02399310
IL02391240	IL02392400	IL02393510	IL02394600	IL02395810	IL02396910	IL02398190	IL02399370
IL02391270	IL02392410	IL02393520	IL02394610	IL02395820	IL02396940	IL02398210	IL02399380
IL02391280	IL02392420	IL02393540	IL02394650	IL02395830	IL02396950	IL02398220	IL02399400
IL02391300	IL02392430	IL02393600	IL02394660	IL02395850	IL02396960	IL02398240	IL02399440
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IL02391360	IL02392500	IL02393640	IL02394710	IL02395960	IL02397000	IL02398280	IL02399530
IL02391370	IL02392510	IL02393650	IL02394730	IL02395990	IL02397010	IL02398290	IL02399540
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IL02391430	IL02392550	IL02393710	IL02394820	IL02396020	IL02397110	IL02398340	IL02399570
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IL02391520	IL02392590	IL02393770	IL02394860	IL02396070	IL02397180	IL02398410	IL02399660
IL02391540	IL02392600	IL02393780	IL02394870	IL02396080	IL02397240	IL02398420	IL02399670
IL02391570	IL02392610	IL02393800	IL02394910	IL02396090	IL02397260	IL02398430	IL02399680
IL02391580	IL02392640	IL02393810	IL02394940	IL02396100	IL02397350	IL02398440	IL02399690
IL02391620	IL02392660	IL02393820	IL02394950	IL02396120	IL02397360	IL02398450	IL02399700
IL02391650	IL02392680	IL02393850	IL02394990	IL02396130	IL02397390	IL02398480	IL02399710
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IL02399730	IL02400870	IL02401870	IL02402900	IL02404010	IL02405160	IL02406100	IL02407190
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IL02399760	IL02400910	IL02401890	IL02402930	IL02404030	IL02405200	IL02406140	IL02407210
IL02399770	IL02400920	IL02401910	IL02402940	IL02404040	IL02405220	IL02406150	IL02407220
IL02399780	IL02400930	IL02401920	IL02402950	IL02404070	IL02405240	IL02406160	IL02407230
IL02399790	IL02400940	IL02401930	IL02403000	IL024040100	IL02405250	IL02406170	IL02407250
IL02399830	IL02400960	IL02401950	IL02403010	IL02404120	IL02405260	IL02406180	IL02407260
IL02399840	IL02400970	IL02401960	IL02403040	IL02404210	IL02405280	IL02406200	IL02407270
IL02399850	IL02401000	IL02401970	IL02403050	IL02404230	IL02405300	IL02406210	IL02407290
IL02399880	IL02401010	IL02401990	IL02403070	IL02404240	IL02405330	IL02406220	IL02407310
IL02399890	IL02401020	IL02402010	IL02403080	IL02404250	IL02405350	IL02406240	IL02407320
IL02399910	IL02401050	IL02402020	IL02403110	IL02404260	IL02405360	IL02406260	IL02407340
IL02399990	IL02401060	IL02402040	IL02403150	IL02404270	IL02405370	IL02406270	IL02407350
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IL02400040	IL02401100	IL02402080	IL02403180	IL02404300	IL02405390	IL02406320	IL02407380
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IL02400100	IL02401140	IL02402180	IL02403270	IL02404360	IL02405470	IL02406390	IL02407430
IL02400130	IL02401150	IL02402190	IL02403280	IL02404370	IL02405480	IL02406410	IL02407450
IL02400140	IL02401190	IL02402200	IL02403300	IL02404380	IL02405490	IL02406420	IL02407490
IL02400180	IL02401200	IL02402230	IL02403310	IL02404400	IL02405500	IL02406430	IL02407500
IL02400200	IL02401210	IL02402240	IL02403350	IL02404430	IL02405510	IL02406440	IL02407510
IL02400220	IL02401220	IL02402250	IL02403400	IL02404450	IL02405520	IL02406460	IL02407530
IL02400230	IL02401230	IL02402280	IL02403450	IL02404460	IL02405540	IL02406470	IL02407540
IL02400250	IL02401240	IL02402290	IL02403460	IL02404470	IL02405550	IL02406500	IL02407560
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IL02400310	IL02401350	IL02402360	IL02403530	IL02404550	IL02405640	IL02406570	IL02407670
IL02400320	IL02401370	IL02402370	IL02403560	IL02404580	IL02405650	IL02406580	IL02407690
IL02400350	IL02401400	IL02402390	IL02403580	IL02404590	IL02405660	IL02406610	IL02407700
IL02400360	IL02401410	IL02402400	IL02403600	IL02404610	IL02405690	IL02406620	IL02407710
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IL02400400	IL02401430	IL02402420	IL02403670	IL02404630	IL02405710	IL02406690	IL02407740
IL02400470	IL02401460	IL02402430	IL02403680	IL02404640	IL02405720	IL02406710	IL02407760
IL02400480	IL02401470	IL02402440	IL02403690	IL02404650	IL02405730	IL02406760	IL02407790
IL02400490	IL02401490	IL02402500	IL02403700	IL02404660	IL02405740	IL02406830	IL02407820
IL02400500	IL02401500	IL02402510	IL02403710	IL02404700	IL02405770	IL02406860	IL02407850
IL02400520	IL02401510	IL02402520	IL02403720	IL02404730	IL02405780	IL02406870	IL02407860
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IL02400560	IL02401540	IL02402540	IL02403740	IL02404770	IL02405810	IL02406920	IL02407890
IL02400610	IL02401570	IL02402580	IL02403800	IL02404840	IL02405820	IL02406930	IL02407900
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IL02400690	IL02401640	IL02402720	IL02403860	IL02404940	IL02405900	IL02407010	IL02408030
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IL02400710	IL02401680	IL02402750	IL02403880	IL02404980	IL02405920	IL02407040	IL02408110
IL02400720	IL02401700	IL02402760	IL02403890	IL02405000	IL02405930	IL02407060	IL02408140
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IL02400740	IL02401730	IL02402780	IL02403920	IL02405050	IL02405950	IL02407090	IL02408190
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IL02400780	IL02401760	IL02402800	IL02403940	IL02405070	IL02405980	IL02407110	IL02408210
IL02400810	IL02401770	IL02402830	IL02403950	IL02405080	IL02405990	IL02407120	IL02408220
IL02400820	IL02401780	IL02402840	IL02403960	IL02405100	IL02406000	IL02407130	IL02408240
IL02400830	IL02401800	IL02402860	IL02403980	IL02405120	IL02406040	IL02407140	IL02408250
IL02400840	IL02401810	IL02402870	IL02403990	IL02405140	IL02406070	IL02407150	IL02408260
IL02400860	IL02401830	IL02402890	IL02404000	IL02405150	IL02406080	IL02407160	IL02408270

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL02408320	IL02409420	IL02410610	IL02411730	IL02412750	IL02413930	IL02414970	IL02416020
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IL02408400	IL02409480	IL02410670	IL02411750	IL02412790	IL02413990	IL02415000	IL02416040
IL02408410	IL02409490	IL02410680	IL02411760	IL02412800	IL02414000	IL02415010	IL02416050
IL02408420	IL02409530	IL02410690	IL02411770	IL02412820	IL02414010	IL02415020	IL02416060
IL02408430	IL02409560	IL02410750	IL02411780	IL02412840	IL02414020	IL02415030	IL02416070
IL02408440	IL02409570	IL02410780	IL02411790	IL02412850	IL02414040	IL02415090	IL02416080
IL02408450	IL02409590	IL02410790	IL02411820	IL02412860	IL02414050	IL02415100	IL02416090
IL02408460	IL02409610	IL02410800	IL02411830	IL02412870	IL02414060	IL02415120	IL02416100
IL02408470	IL02409650	IL02410810	IL02411840	IL02412930	IL02414070	IL02415130	IL02416110
IL02408480	IL02409660	IL02410820	IL02411870	IL02412940	IL02414080	IL02415140	IL02416130
IL02408490	IL02409670	IL02410830	IL02411890	IL02412950	IL02414090	IL02415150	IL02416140
IL02408510	IL02409680	IL02410840	IL02411900	IL02412960	IL02414110	IL02415170	IL02416150
IL02408520	IL02409690	IL02410860	IL02411930	IL02413010	IL02414130	IL02415210	IL02416170
IL02408530	IL02409700	IL02410880	IL02411940	IL02413030	IL02414140	IL02415230	IL02416180
IL02408550	IL02409710	IL02410910	IL02411970	IL02413050	IL02414150	IL02415270	IL02416190
IL02408580	IL02409730	IL02410920	IL02412000	IL02413070	IL02414170	IL02415310	IL02416230
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IL02408640	IL02409870	IL02411010	IL02412050	IL02413190	IL02414250	IL02415370	IL02416320
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IL02408840	IL02410130	IL02411380	IL02412360	IL02413440	IL02414490	IL02415640	IL02416620
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IL02408970	IL02410200	IL02411420	IL02412400	IL02413500	IL02414570	IL02415710	IL02416690
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IL02409040	IL02410240	IL02411450	IL02412430	IL02413520	IL02414620	IL02415740	IL02416710
IL02409050	IL02410250	IL02411470	IL02412450	IL02413530	IL02414650	IL02415750	IL02416720
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IL02409170	IL02410360	IL02411550	IL02412520	IL02413620	IL02414750	IL02415810	IL02416850
IL02409190	IL02410380	IL02411560	IL02412530	IL02413630	IL02414760	IL02415820	IL02416890
IL02409220	IL02410390	IL02411570	IL02412540	IL02413660	IL02414790	IL02415850	IL02416900
IL02409240	IL02410400	IL02411590	IL02412550	IL02413700	IL02414800	IL02415860	IL02416920
IL02409260	IL02410410	IL02411600	IL02412560	IL02413720	IL02414810	IL02415870	IL02416970
IL02409290	IL02410440	IL02411610	IL02412570	IL02413730	IL02414840	IL02415880	IL02417000
IL02409320	IL02410480	IL02411620	IL02412590	IL02413740	IL02414860	IL02415890	IL02417010
IL02409340	IL02410510	IL02411630	IL02412660	IL02413750	IL02414870	IL02415900	IL02417020
IL02409350	IL02410530	IL02411650	IL02412680	IL02413810	IL02414890	IL02415910	IL02417030
IL02409360	IL02410540	IL02411680	IL02412700	IL02413820	IL02414920	IL02415930	IL02417050
IL02409370	IL02410550	IL02411690	IL02412710	IL02413840	IL02414930	IL02415950	IL02417060
IL02409390	IL02410560	IL02411700	IL02412720	IL02413880	IL02414940	IL02415970	IL02417080
IL02409400	IL02410590	IL02411710	IL02412730	IL02413890	IL02414950	IL02416010	IL02417090

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IL02417100	IL02418200	IL02419280	IL02420410	IL02421640	IL02422710	IL02423760	IL02424970
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IL02417130	IL02418240	IL02419300	IL02420440	IL02421670	IL02422730	IL02423800	IL02425000
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IL02417170	IL02418280	IL02419320	IL02420510	IL02421690	IL02422750	IL02423830	IL02425020
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IL02417250	IL02418370	IL02419380	IL02420620	IL02421820	IL02422800	IL02423920	IL02425070
IL02417260	IL02418380	IL02419400	IL02420630	IL02421840	IL02422810	IL02423950	IL02425080
IL02417300	IL02418400	IL02419410	IL02420640	IL02421860	IL02422820	IL02423990	IL02425090
IL02417310	IL02418420	IL02419430	IL02420650	IL02421870	IL02422830	IL02424010	IL02425110
IL02417320	IL02418430	IL02419440	IL02420660	IL02421880	IL02422840	IL02424020	IL02425130
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IL02417360	IL02418470	IL02419560	IL02420720	IL02421930	IL02422900	IL02424090	IL02425170
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IL02417390	IL02418510	IL02419680	IL02420780	IL02421990	IL02422940	IL02424170	IL02425230
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IL02417520	IL02418620	IL02419800	IL02420920	IL02422080	IL02423090	IL02424280	IL02425340
IL02417540	IL02418640	IL02419810	IL02420930	IL02422090	IL02423100	IL02424290	IL02425360
IL02417550	IL02418650	IL02419820	IL02420940	IL02422100	IL02423130	IL02424300	IL02425380
IL02417560	IL02418670	IL02419830	IL02420960	IL02422110	IL02423160	IL02424320	IL02425390
IL02417610	IL02418690	IL02419840	IL02420970	IL02422130	IL02423170	IL02424350	IL02425430
IL02417620	IL02418700	IL02419850	IL02421000	IL02422170	IL02423180	IL02424360	IL02425440
IL02417640	IL02418710	IL02419860	IL02421020	IL02422180	IL02423190	IL02424380	IL02425450
IL02417680	IL02418740	IL02419880	IL02421050	IL02422190	IL02423200	IL02424400	IL02425460
IL02417690	IL02418760	IL02419890	IL02421060	IL02422210	IL02423240	IL02424420	IL02425470
IL02417700	IL02418770	IL02419900	IL02421070	IL02422300	IL02423270	IL02424450	IL02425570
IL02417730	IL02418800	IL02419920	IL02421100	IL02422330	IL02423280	IL02424460	IL02425620
IL02417780	IL02418810	IL02419930	IL02421110	IL02422340	IL02423290	IL02424470	IL02425630
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IL02417820	IL02418830	IL02419960	IL02421160	IL02422370	IL02423310	IL02424510	IL02425670
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IL02417840	IL02418850	IL02420000	IL02421190	IL02422390	IL02423340	IL02424530	IL02425700
IL02417850	IL02418880	IL02420010	IL02421210	IL02422400	IL02423350	IL02424550	IL02425710
IL02417860	IL02418910	IL02420020	IL02421230	IL02422410	IL02423370	IL02424570	IL02425730
IL02417870	IL02418960	IL02420030	IL02421240	IL02422420	IL02423380	IL02424580	IL02425780
IL02417890	IL02418970	IL02420050	IL02421260	IL02422450	IL02423400	IL02424600	IL02425790
IL02417920	IL02418980	IL02420060	IL02421280	IL02422480	IL02423410	IL02424610	IL02425800
IL02417930	IL02419030	IL02420070	IL02421290	IL02422490	IL02423430	IL02424620	IL02425810
IL02417940	IL02419040	IL02420080	IL02421300	IL02422500	IL02423440	IL02424660	IL02425820
IL02417950	IL02419050	IL02420130	IL02421320	IL02422510	IL02423480	IL02424670	IL02425850
IL02417960	IL02419060	IL02420150	IL02421370	IL02422530	IL02423490	IL02424680	IL02425860
IL02417970	IL02419070	IL02420160	IL02421380	IL02422540	IL02423500	IL02424700	IL02425870
IL02417980	IL02419080	IL02420170	IL02421420	IL02422590	IL02423530	IL02424710	IL02425880
IL02418010	IL02419110	IL02420190	IL02421430	IL02422600	IL02423550	IL02424720	IL02425890
IL02418020	IL02419130	IL02420210	IL02421440	IL02422610	IL02423560	IL02424740	IL02425900
IL02418050	IL02419140	IL02420260	IL02421450	IL02422620	IL02423590	IL02424780	IL02425910
IL02418060	IL02419200	IL02420270	IL02421460	IL02422630	IL02423600	IL02424790	IL02425920
IL02418120	IL02419210	IL02420290	IL02421470	IL02422640	IL02423610	IL02424800	IL02425930
IL02418130	IL02419220	IL02420300	IL02421480	IL02422650	IL02423620	IL02424830	IL02425940
IL02418150	IL02419230	IL02420330	IL02421550	IL02422660	IL02423650	IL02424850	IL02425950
IL02418160	IL02419240	IL02420340	IL02421560	IL02422670	IL02423690	IL02424860	IL02425960
IL02418170	IL02419250	IL02420350	IL02421570	IL02422680	IL02423710	IL02424880	IL02425970
IL02418180	IL02419260	IL02420360	IL02421590	IL02422690	IL02423720	IL02424890	IL02425980
IL02418190	IL02419270	IL02420380	IL02421600	IL02422700	IL02423750	IL02424950	IL02425990

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IL02426000	IL02426910	IL02428140	IL02429050	IL02429990	IL02431090	IL02432040	IL02433000
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IL02426020	IL02427050	IL02428190	IL02429080	IL02430020	IL02431120	IL02432060	IL02433030
IL02426030	IL02427070	IL02428200	IL02429100	IL02430050	IL02431130	IL02432070	IL02433060
IL02426050	IL02427080	IL02428210	IL02429110	IL02430090	IL02431140	IL02432100	IL02433090
IL02426060	IL02427090	IL02428220	IL02429120	IL02430100	IL02431160	IL02432110	IL02433110
IL02426070	IL02427100	IL02428250	IL02429130	IL02430110	IL02431170	IL02432140	IL02433120
IL02426080	IL02427110	IL02428270	IL02429140	IL02430120	IL02431180	IL02432150	IL02433140
IL02426090	IL02427120	IL02428280	IL02429170	IL02430130	IL02431190	IL02432160	IL02433150
IL02426110	IL02427130	IL02428290	IL02429180	IL02430140	IL02431200	IL02432180	IL02433170
IL02426120	IL02427140	IL02428300	IL02429230	IL02430150	IL02431230	IL02432200	IL02433180
IL02426130	IL02427160	IL02428310	IL02429240	IL02430160	IL02431240	IL02432230	IL02433190
IL02426140	IL02427170	IL02428320	IL02429250	IL02430170	IL02431250	IL02432250	IL02433200
IL02426150	IL02427180	IL02428340	IL02429270	IL02430180	IL02431260	IL02432260	IL02433210
IL02426160	IL02427210	IL02428360	IL02429280	IL02430190	IL02431270	IL02432300	IL02433220
IL02426170	IL02427220	IL02428390	IL02429300	IL02430200	IL02431280	IL02432320	IL02433230
IL02426180	IL02427230	IL02428400	IL02429310	IL02430210	IL02431340	IL02432330	IL02433240
IL02426190	IL02427240	IL02428430	IL02429330	IL02430220	IL02431350	IL02432340	IL02433250
IL02426200	IL02427260	IL02428440	IL02429350	IL02430230	IL02431360	IL02432350	IL02433270
IL02426210	IL02427270	IL02428450	IL02429360	IL02430240	IL02431370	IL02432360	IL02433280
IL02426220	IL02427280	IL02428460	IL02429370	IL02430250	IL02431380	IL02432370	IL02433290
IL02426230	IL02427310	IL02428480	IL02429380	IL02430260	IL02431390	IL02432380	IL02433300
IL02426240	IL02427320	IL02428490	IL02429410	IL02430300	IL02431400	IL02432410	IL02433310
IL02426250	IL02427340	IL02428500	IL02429430	IL02430320	IL02431450	IL02432420	IL02433320
IL02426260	IL02427360	IL02428520	IL02429470	IL02430340	IL02431480	IL02432430	IL02433340
IL02426270	IL02427390	IL02428530	IL02429490	IL02430360	IL02431490	IL02432470	IL02433390
IL02426290	IL02427400	IL02428540	IL02429500	IL02430370	IL02431500	IL02432490	IL02433410
IL02426300	IL02427410	IL02428560	IL02429510	IL02430380	IL02431540	IL02432500	IL02433430
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IL02426340	IL02427430	IL02428580	IL02429580	IL02430400	IL02431570	IL02432580	IL02433470
IL02426370	IL02427440	IL02428600	IL02429600	IL02430430	IL02431590	IL02432600	IL02433480
IL02426380	IL02427450	IL02428610	IL02429620	IL02430440	IL02431610	IL02432630	IL02433490
IL02426390	IL02427490	IL02428640	IL02429630	IL02430450	IL02431620	IL02432640	IL02433500
IL02426400	IL02427520	IL02428660	IL02429640	IL02430460	IL02431630	IL02432660	IL02433510
IL02426450	IL02427530	IL02428670	IL02429650	IL02430500	IL02431640	IL02432670	IL02433520
IL02426480	IL02427560	IL02428680	IL02429660	IL02430520	IL02431650	IL02432680	IL02433530
IL02426500	IL02427580	IL02428690	IL02429670	IL02430530	IL02431660	IL02432700	IL02433540
IL02426520	IL02427590	IL02428700	IL02429680	IL02430540	IL02431670	IL02432710	IL02433550
IL02426540	IL02427600	IL02428710	IL02429690	IL02430550	IL02431680	IL02432720	IL02433560
IL02426550	IL02427620	IL02428720	IL02429700	IL02430570	IL02431690	IL02432730	IL02433570
IL02426560	IL02427650	IL02428750	IL02429710	IL02430610	IL02431700	IL02432740	IL02433580
IL02426570	IL02427660	IL02428760	IL02429730	IL02430620	IL02431710	IL02432750	IL02433590
IL02426580	IL02427680	IL02428770	IL02429750	IL02430630	IL02431720	IL02432760	IL02433600
IL02426590	IL02427710	IL02428780	IL02429760	IL02430660	IL02431740	IL02432770	IL02433610
IL02426600	IL02427810	IL02428790	IL02429770	IL02430680	IL02431750	IL02432780	IL02433620
IL02426610	IL02427820	IL02428810	IL02429780	IL02430710	IL02431770	IL02432790	IL02433630
IL02426620	IL02427840	IL02428820	IL02429790	IL02430790	IL02431780	IL02432800	IL02433640
IL02426640	IL02427870	IL02428830	IL02429810	IL02430800	IL02431800	IL02432810	IL02433660
IL02426670	IL02427880	IL02428840	IL02429820	IL02430840	IL02431820	IL02432830	IL02433690
IL02426690	IL02427890	IL02428850	IL02429830	IL02430860	IL02431830	IL02432840	IL02433700
IL02426700	IL02427910	IL02428860	IL02429860	IL02430890	IL02431840	IL02432850	IL02433720
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IL02426720	IL02427930	IL02428890	IL02429880	IL02430920	IL02431860	IL02432870	IL02433760
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IL02426740	IL02427960	IL02428940	IL02429900	IL02430970	IL02431890	IL02432900	IL02433790
IL02426760	IL02427970	IL02428960	IL02429910	IL02430990	IL02431900	IL02432910	IL02433800
IL02426770	IL02427980	IL02428970	IL02429920	IL02431000	IL02431920	IL02432920	IL02433810
IL02426810	IL02428000	IL02429000	IL02429940	IL02431010	IL02431960	IL02432930	IL02433830
IL02426860	IL02428040	IL02429010	IL02429950	IL02431050	IL02431990	IL02432940	IL02433850
IL02426870	IL02428070	IL02429020	IL02429960	IL02431060	IL02432010	IL02432950	IL02433860
IL02426880	IL02428080	IL02429030	IL02429970	IL02431070	IL02432020	IL02432960	IL02433870
IL02426900	IL02428090	IL02429040	IL02429980	IL02431080	IL02432030	IL02432980	IL02433880

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IL02433920	IL02435020	IL02436030	IL02437130	IL02438340	IL02439190	IL02440260	IL02441420
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IL02433960	IL02435060	IL02436070	IL02437180	IL02438360	IL02439210	IL02440330	IL02441450
IL02433970	IL02435070	IL02436130	IL02437190	IL02438370	IL02439230	IL02440360	IL02441460
IL02433980	IL02435090	IL02436140	IL02437200	IL02438380	IL02439270	IL02440380	IL02441470
IL02433990	IL02435100	IL02436150	IL02437220	IL02438400	IL02439280	IL02440390	IL02441480
IL02434000	IL02435120	IL02436160	IL02437240	IL02438410	IL02439290	IL02440410	IL02441500
IL02434010	IL02435140	IL02436170	IL02437250	IL02438430	IL02439300	IL02440420	IL02441520
IL02434040	IL02435160	IL02436180	IL02437300	IL02438470	IL02439310	IL02440430	IL02441550
IL02434060	IL02435180	IL02436210	IL02437320	IL02438500	IL02439320	IL02440450	IL02441560
IL02434090	IL02435200	IL02436250	IL02437330	IL02438520	IL02439350	IL02440470	IL02441580
IL02434100	IL02435210	IL02436260	IL02437350	IL02438540	IL02439360	IL02440480	IL02441610
IL02434120	IL02435220	IL02436290	IL02437380	IL02438560	IL02439370	IL02440490	IL02441620
IL02434130	IL02435280	IL02436300	IL02437400	IL02438570	IL02439380	IL02440500	IL02441630
IL02434140	IL02435300	IL02436310	IL02437440	IL02438580	IL02439390	IL02440510	IL02441640
IL02434150	IL02435310	IL02436320	IL02437450	IL02438590	IL02439400	IL02440520	IL02441650
IL02434160	IL02435330	IL02436330	IL02437460	IL02438600	IL02439410	IL02440530	IL02441660
IL02434170	IL02435340	IL02436340	IL02437470	IL02438610	IL02439430	IL02440550	IL02441670
IL02434190	IL02435360	IL02436350	IL02437490	IL02438620	IL02439440	IL02440570	IL02441690
IL02434200	IL02435380	IL02436390	IL02437500	IL02438630	IL02439450	IL02440580	IL02441710
IL02434230	IL02435390	IL02436400	IL02437510	IL02438640	IL02439460	IL02440590	IL02441730
IL02434280	IL02435400	IL02436470	IL02437550	IL02438650	IL02439500	IL02440600	IL02441760
IL02434360	IL02435410	IL02436480	IL02437570	IL02438660	IL02439510	IL02440620	IL02441770
IL02434380	IL02435420	IL02436490	IL02437600	IL02438670	IL02439540	IL02440630	IL02441790
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IL02434400	IL02435450	IL02436510	IL02437630	IL02438690	IL02439560	IL02440650	IL02441830
IL02434410	IL02435480	IL02436520	IL02437650	IL02438700	IL02439570	IL02440660	IL02441840
IL02434420	IL02435500	IL02436530	IL02437680	IL02438710	IL02439600	IL02440670	IL02441860
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IL02434460	IL02435540	IL02436570	IL02437720	IL02438730	IL02439630	IL02440740	IL02441900
IL02434490	IL02435560	IL02436590	IL02437730	IL02438740	IL02439640	IL02440750	IL02441910
IL02434500	IL02435600	IL02436620	IL02437840	IL02438750	IL02439650	IL02440770	IL02441920
IL02434510	IL02435610	IL02436630	IL02437870	IL02438760	IL02439660	IL02440780	IL02441930
IL02434540	IL02435620	IL02436640	IL02437880	IL02438770	IL02439690	IL02440790	IL02441940
IL02434580	IL02435630	IL02436690	IL02437890	IL02438780	IL02439700	IL02440800	IL02441950
IL02434600	IL02435640	IL02436710	IL02437900	IL02438790	IL02439720	IL02440810	IL02441970
IL02434610	IL02435650	IL02436740	IL02437940	IL02438800	IL02439730	IL02440820	IL02441980
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IL02434640	IL02435690	IL02436780	IL02438000	IL02438820	IL02439770	IL02440840	IL02442000
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IL02434660	IL02435720	IL02436800	IL02438020	IL02438840	IL02439810	IL02440950	IL02442020
IL02434670	IL02435730	IL02436810	IL02438040	IL02438850	IL02439840	IL02440990	IL02442050
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IL02434710	IL02435770	IL02436840	IL02438100	IL02438880	IL02439880	IL02441070	IL02442110
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IL02434810	IL02435880	IL02436930	IL02438210	IL02439000	IL02439950	IL02441200	IL02442260
IL02434820	IL02435890	IL02436960	IL02438220	IL02439020	IL02439960	IL02441240	IL02442350
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IL02434850	IL02435930	IL02436980	IL02438240	IL02439060	IL02439990	IL02441260	IL02442370
IL02434880	IL02435940	IL02436990	IL02438250	IL02439070	IL02440000	IL02441270	IL02442380
IL02434890	IL02435950	IL02437020	IL02438260	IL02439080	IL02440100	IL02441280	IL02442390
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IL02434950	IL02436000	IL02437100	IL02438300	IL02439150	IL02440190	IL02441330	IL02442490
IL02434960	IL02436010	IL02437110	IL02438310	IL02439170	IL02440220	IL02441380	IL02442520
IL02434970	IL02436020	IL02437120	IL02438330	IL02439180	IL02440240	IL02441390	IL02442530

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL02442560	IL02443620	IL02444680	IL02445890	IL02446940	IL02448120	IL02449360	IL02450560
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IL02442590	IL02443650	IL02444700	IL02445930	IL02446980	IL02448150	IL02449380	IL02450590
IL02442600	IL02443660	IL02444710	IL02445940	IL02446990	IL02448160	IL02449390	IL02450600
IL02442610	IL02443680	IL02444720	IL02445950	IL02447000	IL02448170	IL02449400	IL02450610
IL02442630	IL02443690	IL02444740	IL02445970	IL02447010	IL02448180	IL02449410	IL02450620
IL02442640	IL02443710	IL02444760	IL02445980	IL02447040	IL02448190	IL02449420	IL02450640
IL02442650	IL02443730	IL02444770	IL02445990	IL02447070	IL02448220	IL02449430	IL02450660
IL02442680	IL02443740	IL02444810	IL02446020	IL02447080	IL02448230	IL02449470	IL02450680
IL02442690	IL02443760	IL02444840	IL02446040	IL02447090	IL02448260	IL02449480	IL02450690
IL02442710	IL02443780	IL02444850	IL02446050	IL02447100	IL02448280	IL02449500	IL02450710
IL02442730	IL02443790	IL02444860	IL02446060	IL02447120	IL02448300	IL02449520	IL02450720
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IL02442780	IL02443840	IL02444930	IL02446110	IL02447200	IL02448370	IL02449680	IL02450840
IL02442790	IL02443850	IL02444980	IL02446120	IL02447220	IL02448390	IL02449720	IL02450850
IL02442810	IL02443870	IL02445000	IL02446140	IL02447240	IL02448410	IL02449730	IL02450860
IL02442840	IL02443880	IL02445020	IL02446160	IL02447250	IL02448420	IL02449740	IL02450920
IL02442880	IL02443910	IL02445030	IL02446180	IL02447260	IL02448470	IL02449750	IL02450930
IL02442900	IL02443990	IL02445040	IL02446190	IL02447280	IL02448510	IL02449790	IL02450940
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IL02442930	IL02444020	IL02445090	IL02446270	IL02447340	IL02448540	IL02449830	IL02450970
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IL02442990	IL02444060	IL02445130	IL02446290	IL02447370	IL02448560	IL02449870	IL02450990
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IL02443050	IL02444100	IL02445240	IL02446380	IL02447440	IL02448640	IL02449950	IL02451030
IL02443060	IL02444120	IL02445260	IL02446390	IL02447450	IL02448650	IL02449970	IL02451040
IL02443070	IL02444150	IL02445270	IL02446410	IL02447460	IL02448670	IL02449990	IL02451050
IL02443080	IL02444170	IL02445280	IL02446420	IL02447490	IL02448680	IL02450010	IL02451060
IL02443090	IL02444180	IL02445290	IL02446430	IL02447510	IL02448710	IL02450030	IL02451070
IL02443130	IL02444190	IL02445320	IL02446440	IL02447540	IL02448720	IL02450040	IL02451080
IL02443150	IL02444200	IL02445330	IL02446470	IL02447550	IL02448770	IL02450070	IL02451110
IL02443160	IL02444210	IL02445350	IL02446480	IL02447560	IL02448780	IL02450080	IL02451160
IL02443170	IL02444220	IL02445360	IL02446500	IL02447570	IL02448840	IL02450100	IL02451190
IL02443200	IL02444240	IL02445390	IL02446530	IL02447600	IL02448850	IL02450110	IL02451200
IL02443210	IL02444250	IL02445400	IL02446540	IL02447640	IL02448860	IL02450120	IL02451220
IL02443240	IL02444270	IL02445450	IL02446550	IL02447690	IL02448870	IL02450170	IL02451230
IL02443250	IL02444290	IL02445460	IL02446560	IL02447710	IL02448880	IL02450190	IL02451240
IL02443260	IL02444300	IL02445470	IL02446570	IL02447720	IL02448950	IL02450200	IL02451280
IL02443270	IL02444310	IL02445480	IL02446620	IL02447750	IL02448970	IL02450230	IL02451290
IL02443280	IL02444330	IL02445490	IL02446630	IL02447760	IL02449000	IL02450240	IL02451300
IL02443290	IL02444340	IL02445510	IL02446640	IL02447770	IL02449060	IL02450250	IL02451320
IL02443310	IL02444360	IL02445540	IL02446650	IL02447780	IL02449070	IL02450270	IL02451360
IL02443320	IL02444380	IL02445550	IL02446660	IL02447800	IL02449130	IL02450290	IL02451390
IL02443330	IL02444410	IL02445570	IL02446670	IL02447810	IL02449150	IL02450300	IL02451400
IL02443380	IL02444420	IL02445590	IL02446680	IL02447820	IL02449160	IL02450340	IL02451450
IL02443400	IL02444460	IL02445600	IL02446690	IL02447860	IL02449180	IL02450350	IL02451490
IL02443410	IL02444480	IL02445610	IL02446750	IL02447880	IL02449200	IL02450360	IL02451510
IL02443440	IL02444490	IL02445620	IL02446780	IL02447890	IL02449240	IL02450370	IL02451520
IL02443450	IL02444500	IL02445630	IL02446820	IL02447900	IL02449250	IL02450380	IL02451530
IL02443460	IL02444510	IL02445650	IL02446830	IL02447940	IL02449260	IL02450390	IL02451550
IL02443470	IL02444540	IL02445690	IL02446860	IL02447950	IL02449270	IL02450400	IL02451610
IL02443480	IL02444550	IL02445720	IL02446870	IL02447960	IL02449280	IL02450410	IL02451620
IL02443490	IL02444580	IL02445740	IL02446880	IL02447970	IL02449300	IL02450450	IL02451630
IL02443500	IL02444630	IL02445750	IL02446890	IL02447980	IL02449310	IL02450470	IL02451660
IL02443510	IL02444640	IL02445780	IL02446900	IL02447990	IL02449320	IL02450490	IL02451690
IL02443530	IL02444650	IL02445830	IL02446910	IL02448020	IL02449330	IL02450510	IL02451700
IL02443550	IL02444660	IL02445840	IL02446920	IL02448030	IL02449340	IL02450520	IL02451720
IL02443600	IL02444670	IL02445870	IL02446930	IL02448060	IL02449350	IL02450550	IL02451730

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IL02451740	IL02452860	IL02453920	IL02454930	IL02455960	IL02457000	IL02457980	IL02459140
IL02451760	IL02452890	IL02453930	IL02454950	IL02455970	IL02457010	IL02458000	IL02459160
IL02451770	IL02452920	IL02453940	IL02454960	IL02455980	IL02457040	IL02458010	IL02459200
IL02451800	IL02452930	IL02453950	IL02454980	IL02456000	IL02457060	IL02458030	IL02459220
IL02451820	IL02452940	IL02453960	IL02455000	IL02456010	IL02457070	IL02458040	IL02459240
IL02451830	IL02452950	IL02453970	IL02455020	IL02456070	IL02457100	IL02458070	IL02459250
IL02451850	IL02452980	IL02453980	IL02455030	IL02456090	IL02457110	IL02458120	IL02459260
IL02451860	IL02453000	IL02454000	IL02455040	IL02456100	IL02457120	IL02458130	IL02459270
IL02451870	IL02453010	IL02454010	IL02455060	IL02456140	IL02457140	IL02458140	IL02459280
IL02451880	IL02453020	IL02454040	IL02455080	IL02456150	IL02457150	IL02458180	IL02459290
IL02451910	IL02453030	IL02454060	IL02455090	IL02456160	IL02457200	IL02458210	IL02459300
IL02451920	IL02453050	IL02454070	IL02455110	IL02456190	IL02457220	IL02458220	IL02459320
IL02451940	IL02453060	IL02454090	IL02455130	IL02456200	IL02457260	IL02458230	IL02459330
IL02451960	IL02453080	IL02454100	IL02455140	IL02456210	IL02457270	IL02458250	IL02459340
IL02451970	IL02453090	IL02454120	IL02455150	IL02456220	IL02457280	IL02458260	IL02459380
IL02451990	IL02453100	IL02454130	IL02455170	IL02456230	IL02457290	IL02458300	IL02459390
IL02452010	IL02453120	IL02454140	IL02455180	IL02456240	IL02457300	IL02458310	IL02459430
IL02452030	IL02453130	IL02454150	IL02455210	IL02456250	IL02457310	IL02458330	IL02459440
IL02452040	IL02453140	IL02454200	IL02455220	IL02456260	IL02457320	IL02458350	IL02459460
IL02452050	IL02453150	IL02454220	IL02455240	IL02456330	IL02457330	IL02458360	IL02459480
IL02452060	IL02453160	IL02454280	IL02455250	IL02456340	IL02457340	IL02458370	IL02459490
IL02452070	IL02453170	IL02454290	IL02455260	IL02456350	IL02457350	IL02458380	IL02459550
IL02452100	IL02453200	IL02454300	IL02455270	IL02456360	IL02457420	IL02458390	IL02459580
IL02452110	IL02453210	IL02454320	IL02455300	IL02456370	IL02457430	IL02458470	IL02459600
IL02452130	IL02453220	IL02454330	IL02455330	IL02456380	IL02457470	IL02458480	IL02459610
IL02452150	IL02453240	IL02454340	IL02455350	IL02456390	IL02457490	IL02458500	IL02459620
IL02452180	IL02453260	IL02454350	IL02455370	IL02456410	IL02457510	IL02458520	IL02459630
IL02452190	IL02453280	IL02454370	IL02455380	IL02456420	IL02457520	IL02458540	IL02459650
IL02452200	IL02453290	IL02454400	IL02455420	IL02456430	IL02457530	IL02458560	IL02459670
IL02452220	IL02453310	IL02454410	IL02455430	IL02456440	IL02457540	IL02458580	IL02459690
IL02452270	IL02453330	IL02454420	IL02455440	IL02456460	IL02457550	IL02458600	IL02459730
IL02452290	IL02453340	IL02454450	IL02455450	IL02456470	IL02457570	IL02458620	IL02459740
IL02452300	IL02453350	IL02454460	IL02455460	IL02456490	IL02457590	IL02458630	IL02459750
IL02452310	IL02453380	IL02454470	IL02455480	IL02456500	IL02457600	IL02458640	IL02459760
IL02452320	IL02453400	IL02454500	IL02455510	IL02456510	IL02457610	IL02458650	IL02459770
IL02452330	IL02453410	IL02454510	IL02455520	IL02456550	IL02457620	IL02458660	IL02459780
IL02452340	IL02453420	IL02454530	IL02455530	IL02456570	IL02457630	IL02458670	IL02459800
IL02452350	IL02453430	IL02454550	IL02455550	IL02456580	IL02457640	IL02458680	IL02459810
IL02452370	IL02453440	IL02454560	IL02455560	IL02456590	IL02457660	IL02458690	IL02459820
IL02452400	IL02453450	IL02454570	IL02455570	IL02456600	IL02457670	IL02458720	IL02459870
IL02452420	IL02453490	IL02454600	IL02455580	IL02456610	IL02457680	IL02458750	IL02459880
IL02452500	IL02453500	IL02454610	IL02455590	IL02456620	IL02457690	IL02458770	IL02459900
IL02452520	IL02453530	IL02454620	IL02455600	IL02456630	IL02457700	IL02458790	IL02459930
IL02452550	IL02453540	IL02454630	IL02455610	IL02456660	IL02457710	IL02458800	IL02459950
IL02452560	IL02453550	IL02454640	IL02455630	IL02456670	IL02457730	IL02458810	IL02459960
IL02452570	IL02453570	IL02454660	IL02455650	IL02456680	IL02457740	IL02458840	IL02460000
IL02452580	IL02453580	IL02454670	IL02455660	IL02456700	IL02457750	IL02458860	IL02460010
IL02452620	IL02453590	IL02454680	IL02455670	IL02456710	IL02457760	IL02458900	IL02460040
IL02452660	IL02453610	IL02454710	IL02455690	IL02456720	IL02457770	IL02458920	IL02460050
IL02452670	IL02453650	IL02454720	IL02455710	IL02456740	IL02457780	IL02458970	IL02460060
IL02452710	IL02453660	IL02454760	IL02455720	IL02456800	IL02457790	IL02458980	IL02460070
IL02452720	IL02453690	IL02454770	IL02455750	IL02456810	IL02457810	IL02458990	IL02460100
IL02452730	IL02453710	IL02454780	IL02455780	IL02456820	IL02457820	IL02459000	IL02460130
IL02452740	IL02453740	IL02454790	IL02455790	IL02456830	IL02457830	IL02459010	IL02460140
IL02452750	IL02453760	IL02454800	IL02455800	IL02456840	IL02457850	IL02459030	IL02460150
IL02452770	IL02453790	IL02454810	IL02455820	IL02456850	IL02457860	IL02459040	IL02460170
IL02452780	IL02453820	IL02454820	IL02455840	IL02456860	IL02457880	IL02459060	IL02460180
IL02452790	IL02453850	IL02454830	IL02455880	IL02456870	IL02457890	IL02459080	IL02460210
IL02452810	IL02453870	IL02454840	IL02455890	IL02456890	IL02457910	IL02459090	IL02460220
IL02452820	IL02453890	IL02454870	IL02455900	IL02456910	IL02457920	IL02459100	IL02460250
IL02452830	IL02453900	IL02454900	IL02455910	IL02456920	IL02457940	IL02459120	IL02460260
IL02452840	IL02453910	IL02454920	IL02455940	IL02456970	IL02457950	IL02459130	IL02460290

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IL02460320	IL02461370	IL02462420	IL02463430	IL02464480	IL02465580	IL02466620	IL02467860
IL02460330	IL02461390	IL02462440	IL02463470	IL02464490	IL02465600	IL02466630	IL02467870
IL02460340	IL02461400	IL02462450	IL02463480	IL02464500	IL02465620	IL02466640	IL02467880
IL02460370	IL02461440	IL02462470	IL02463490	IL02464530	IL02465630	IL02466650	IL02467900
IL02460380	IL02461510	IL02462490	IL02463520	IL02464540	IL02465650	IL02466660	IL02467920
IL02460390	IL02461530	IL02462500	IL02463530	IL02464580	IL02465670	IL02466670	IL02467930
IL02460400	IL02461550	IL02462510	IL02463540	IL02464590	IL02465710	IL02466675	IL02467940
IL02460410	IL02461560	IL02462520	IL02463560	IL02464630	IL02465720	IL02466677	IL02467950
IL02460430	IL02461570	IL02462530	IL02463580	IL02464660	IL02465750	IL02466678	IL02467960
IL02460450	IL02461600	IL02462570	IL02463600	IL02464680	IL02465760	IL02466680	IL02467980
IL02460460	IL02461620	IL02462580	IL02463610	IL02464690	IL02465770	IL02466681	IL02467990
IL02460470	IL02461660	IL02462590	IL02463620	IL02464700	IL02465780	IL02466682	IL02468000
IL02460480	IL02461680	IL02462600	IL02463670	IL02464720	IL02465790	IL02466683	IL02468020
IL02460490	IL02461690	IL02462630	IL02463680	IL02464740	IL02465800	IL02466684	IL02468030
IL02460500	IL02461720	IL02462640	IL02463690	IL02464750	IL02465820	IL02466686	IL02468050
IL02460510	IL02461730	IL02462650	IL02463720	IL02464760	IL02465840	IL02466687	IL02468060
IL02460520	IL02461740	IL02462670	IL02463730	IL02464780	IL02465860	IL02466689	IL02468080
IL02460570	IL02461750	IL02462680	IL02463740	IL02464790	IL02465880	IL02466690	IL02468090
IL02460580	IL02461770	IL02462700	IL02463750	IL02464800	IL02465890	IL02466691	IL02468120
IL02460590	IL02461780	IL02462710	IL02463760	IL02464810	IL02465910	IL02466692	IL02468130
IL02460600	IL02461810	IL02462720	IL02463770	IL02464850	IL02465940	IL02466696	IL02468140
IL02460610	IL02461830	IL02462730	IL02463780	IL02464860	IL02466000	IL02466697	IL02468150
IL02460620	IL02461850	IL02462750	IL02463790	IL02464870	IL02466020	IL02466699	IL02468170
IL02460630	IL02461860	IL02462760	IL02463800	IL02464890	IL02466030	IL02467000	IL02468180
IL02460640	IL02461870	IL02462770	IL02463810	IL02464900	IL02466040	IL02467020	IL02468210
IL02460670	IL02461900	IL02462790	IL02463840	IL02464910	IL02466050	IL02467040	IL02468220
IL02460690	IL02461910	IL02462810	IL02463850	IL02464930	IL02466080	IL02467070	IL02468230
IL02460770	IL02461920	IL02462830	IL02463860	IL02464940	IL02466090	IL02467120	IL02468240
IL02460800	IL02461930	IL02462840	IL02463870	IL02464960	IL02466100	IL02467130	IL02468250
IL02460830	IL02461970	IL02462850	IL02463910	IL02464970	IL02466110	IL02467150	IL02468270
IL02460840	IL02461980	IL02462860	IL02463920	IL02464980	IL02466130	IL02467170	IL02468290
IL02460850	IL02461990	IL02462880	IL02463930	IL02464990	IL02466140	IL02467210	IL02468300
IL02460860	IL02462000	IL02462890	IL02463950	IL02465000	IL02466150	IL02467240	IL02468310
IL02460870	IL02462010	IL02462900	IL02464000	IL02465010	IL02466170	IL02467290	IL02468320
IL02460890	IL02462020	IL02462930	IL02464010	IL02465030	IL02466190	IL02467300	IL02468350
IL02460900	IL02462040	IL02462960	IL02464030	IL02465060	IL02466210	IL02467320	IL02468360
IL02460910	IL02462050	IL02463000	IL02464050	IL02465070	IL02466220	IL02467330	IL02468370
IL02460920	IL02462060	IL02463030	IL02464060	IL02465110	IL02466230	IL02467360	IL02468380
IL02460930	IL02462070	IL02463050	IL02464070	IL02465120	IL02466240	IL02467410	IL02468400
IL02460960	IL02462080	IL02463080	IL02464080	IL02465180	IL02466250	IL02467420	IL02468410
IL02460970	IL02462090	IL02463100	IL02464090	IL02465190	IL02466320	IL02467450	IL02468430
IL02460980	IL02462100	IL02463110	IL02464100	IL02465200	IL02466330	IL02467460	IL02468460
IL02461000	IL02462120	IL02463120	IL02464120	IL02465210	IL02466340	IL02467490	IL02468470
IL02461010	IL02462130	IL02463130	IL02464130	IL02465220	IL02466350	IL02467520	IL02468480
IL02461020	IL02462160	IL02463150	IL02464140	IL02465230	IL02466370	IL02467530	IL02468500
IL02461040	IL02462180	IL02463160	IL02464150	IL02465240	IL02466390	IL02467540	IL02468510
IL02461060	IL02462190	IL02463170	IL02464180	IL02465250	IL02466400	IL02467550	IL02468520
IL02461080	IL02462200	IL02463190	IL02464200	IL02465270	IL02466410	IL02467590	IL02468540
IL02461100	IL02462230	IL02463200	IL02464210	IL02465290	IL02466430	IL02467620	IL02468550
IL02461120	IL02462250	IL02463210	IL02464230	IL02465330	IL02466440	IL02467630	IL02468560
IL02461130	IL02462260	IL02463220	IL02464240	IL02465340	IL02466450	IL02467640	IL02468570
IL02461150	IL02462280	IL02463230	IL02464250	IL02465360	IL02466460	IL02467650	IL02468590
IL02461170	IL02462300	IL02463240	IL02464260	IL02465410	IL02466470	IL02467660	IL02468600
IL02461180	IL02462310	IL02463250	IL02464290	IL02465420	IL02466490	IL02467690	IL02468610
IL02461230	IL02462320	IL02463260	IL02464300	IL02465440	IL02466500	IL02467700	IL02468630
IL02461270	IL02462330	IL02463270	IL02464310	IL02465470	IL02466520	IL02467720	IL02468650
IL02461280	IL02462340	IL02463280	IL02464330	IL02465480	IL02466530	IL02467750	IL02468660
IL02461290	IL02462350	IL02463290	IL02464360	IL02465490	IL02466540	IL02467760	IL02468680
IL02461300	IL02462360	IL02463330	IL02464370	IL02465500	IL02466550	IL02467800	IL02468690
IL02461320	IL02462380	IL02463340	IL02464390	IL02465520	IL02466560	IL02467810	IL02468700
IL02461330	IL02462390	IL02463360	IL02464450	IL02465550	IL02466580	IL02467820	IL02468710
IL02461350	IL02462400	IL02463380	IL02464460	IL02465560	IL02466610	IL02467840	IL02468720

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL02468730	IL02469870	IL02470950	IL02472020	IL02473200	IL02474410	IL02475600	IL02476720
IL02468770	IL02469880	IL02470960	IL02472080	IL02473210	IL02474460	IL02475630	IL02476730
IL02468780	IL02469890	IL02470970	IL02472090	IL02473240	IL02474470	IL02475640	IL02476740
IL02468790	IL02469920	IL02470990	IL02472110	IL02473250	IL02474480	IL02475650	IL02476750
IL02468800	IL02469930	IL02471000	IL02472120	IL02473260	IL02474520	IL02475670	IL02476760
IL02468810	IL02469940	IL02471010	IL02472150	IL02473320	IL02474530	IL02475680	IL02476770
IL02468820	IL02469950	IL02471050	IL02472180	IL02473340	IL02474550	IL02475700	IL02476800
IL02468830	IL02469970	IL02471060	IL02472200	IL02473360	IL02474570	IL02475740	IL02476810
IL02468860	IL02470010	IL02471070	IL02472220	IL02473380	IL02474580	IL02475780	IL02476820
IL02468870	IL02470020	IL02471090	IL02472230	IL02473400	IL02474610	IL02475800	IL02476830
IL02468880	IL02470050	IL02471100	IL02472250	IL02473450	IL02474620	IL02475820	IL02476880
IL02468890	IL02470070	IL02471110	IL02472280	IL02473460	IL02474630	IL02475830	IL02476890
IL02468900	IL02470080	IL02471120	IL02472300	IL02473470	IL02474670	IL02475870	IL02476910
IL02468910	IL02470120	IL02471140	IL02472330	IL02473480	IL02474690	IL02475890	IL02476930
IL02468920	IL02470130	IL02471180	IL02472350	IL02473490	IL02474720	IL02475910	IL02476940
IL02468950	IL02470160	IL02471200	IL02472370	IL02473540	IL02474740	IL02475930	IL02476970
IL02468960	IL02470190	IL02471210	IL02472380	IL02473550	IL02474750	IL02475940	IL02476990
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IL02469010	IL02470210	IL02471230	IL02472420	IL02473590	IL02474800	IL02475960	IL02477010
IL02469030	IL02470240	IL02471270	IL02472450	IL02473610	IL02474810	IL02475980	IL02477040
IL02469040	IL02470260	IL02471290	IL02472460	IL02473620	IL02474830	IL02475990	IL02477050
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IL02469110	IL02470280	IL02471320	IL02472480	IL02473650	IL02474860	IL02476020	IL02477070
IL02469120	IL02470290	IL02471330	IL02472490	IL02473660	IL02474890	IL02476030	IL02477080
IL02469130	IL02470300	IL02471380	IL02472540	IL02473680	IL02474910	IL02476050	IL02477110
IL02469140	IL02470310	IL02471410	IL02472550	IL02473720	IL02474970	IL02476060	IL02477120
IL02469150	IL02470330	IL02471420	IL02472560	IL02473740	IL02474980	IL02476080	IL02477130
IL02469160	IL02470340	IL02471460	IL02472580	IL02473750	IL02475010	IL02476100	IL02477140
IL02469170	IL02470350	IL02471470	IL02472640	IL02473760	IL02475100	IL02476120	IL02477160
IL02469240	IL02470360	IL02471480	IL02472650	IL02473800	IL02475110	IL02476130	IL02477170
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IL02469270	IL02470400	IL02471510	IL02472670	IL02473830	IL02475140	IL02476150	IL02477190
IL02469290	IL02470430	IL02471520	IL02472680	IL02473840	IL02475160	IL02476180	IL02477210
IL02469300	IL02470440	IL02471550	IL02472710	IL02473860	IL02475190	IL02476230	IL02477220
IL02469310	IL02470450	IL02471580	IL02472720	IL02473870	IL02475210	IL02476240	IL02477230
IL02469340	IL02470490	IL02471590	IL02472740	IL02473890	IL02475230	IL02476270	IL02477240
IL02469350	IL02470500	IL02471600	IL02472750	IL02473920	IL02475250	IL02476280	IL02477250
IL02469370	IL02470510	IL02471610	IL02472760	IL02473940	IL02475270	IL02476310	IL02477260
IL02469400	IL02470550	IL02471630	IL02472790	IL02473950	IL02475290	IL02476330	IL02477270
IL02469410	IL02470560	IL02471640	IL02472800	IL02473980	IL02475320	IL02476340	IL02477280
IL02469430	IL02470570	IL02471670	IL02472830	IL02473990	IL02475330	IL02476350	IL02477290
IL02469440	IL02470580	IL02471690	IL02472850	IL02474010	IL02475370	IL02476360	IL02477300
IL02469470	IL02470600	IL02471700	IL02472870	IL02474030	IL02475380	IL02476390	IL02477310
IL02469480	IL02470610	IL02471710	IL02472890	IL02474070	IL02475390	IL02476400	IL02477320
IL02469490	IL02470620	IL02471720	IL02472920	IL02474150	IL02475420	IL02476410	IL02477360
IL02469500	IL02470640	IL02471730	IL02472940	IL02474160	IL02475430	IL02476420	IL02477400
IL02469520	IL02470660	IL02471740	IL02472960	IL02474170	IL02475440	IL02476430	IL02477410
IL02469530	IL02470680	IL02471770	IL02472970	IL02474180	IL02475450	IL02476440	IL02477430
IL02469540	IL02470710	IL02471790	IL02472990	IL02474190	IL02475460	IL02476460	IL02477490
IL02469550	IL02470720	IL02471830	IL02473010	IL02474200	IL02475470	IL02476480	IL02477500
IL02469560	IL02470730	IL02471840	IL02473030	IL02474230	IL02475480	IL02476510	IL02477510
IL02469570	IL02470740	IL02471850	IL02473040	IL02474240	IL02475490	IL02476530	IL02477520
IL02469610	IL02470760	IL02471860	IL02473050	IL02474270	IL02475500	IL02476550	IL02477550
IL02469630	IL02470770	IL02471870	IL02473080	IL02474280	IL02475510	IL02476560	IL02477600
IL02469650	IL02470780	IL02471890	IL02473100	IL02474300	IL02475520	IL02476570	IL02477620
IL02469700	IL02470820	IL02471910	IL02473120	IL02474320	IL02475530	IL02476580	IL02477640
IL02469730	IL02470840	IL02471930	IL02473130	IL02474330	IL02475540	IL02476590	IL02477650
IL02469740	IL02470850	IL02471940	IL02473140	IL02474350	IL02475550	IL02476600	IL02477660
IL02469780	IL02470870	IL02471960	IL02473160	IL02474360	IL02475560	IL02476610	IL02477670
IL02469800	IL02470920	IL02471970	IL02473170	IL02474370	IL02475570	IL02476670	IL02477690
IL02469830	IL02470930	IL02472000	IL02473180	IL02474390	IL02475580	IL02476680	IL02477710
IL02469860	IL02470940	IL02472010	IL02473190	IL02474400	IL02475590	IL02476690	IL02477730

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IL02477750	IL02478720	IL02479970	IL02481050	IL02481940	IL02483040	IL02484220	IL02485230
IL02477760	IL02478730	IL02479980	IL02481060	IL02481950	IL02483060	IL02484260	IL02485250
IL02477770	IL02478740	IL02480000	IL02481070	IL02481960	IL02483080	IL02484270	IL02485270
IL02477780	IL02478750	IL02480010	IL02481080	IL02481980	IL02483090	IL02484280	IL02485290
IL02477790	IL02478760	IL02480020	IL02481090	IL02481990	IL02483110	IL02484290	IL02485300
IL02477800	IL02478780	IL02480030	IL02481100	IL02482020	IL02483120	IL02484300	IL02485320
IL02477840	IL02478820	IL02480040	IL02481110	IL02482030	IL02483130	IL02484310	IL02485330
IL02477850	IL02478880	IL02480050	IL02481120	IL02482050	IL02483140	IL02484320	IL02485340
IL02477870	IL02478890	IL02480060	IL02481130	IL02482060	IL02483170	IL02484330	IL02485350
IL02477880	IL02478900	IL02480070	IL02481140	IL02482070	IL02483190	IL02484340	IL02485360
IL02477920	IL02478910	IL02480090	IL02481160	IL02482080	IL02483200	IL02484350	IL02485370
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IL02477980	IL02478950	IL02480150	IL02481190	IL02482140	IL02483250	IL02484390	IL02485410
IL02477990	IL02478970	IL02480160	IL02481200	IL02482150	IL02483260	IL02484420	IL02485420
IL02478010	IL02478990	IL02480190	IL02481210	IL02482160	IL02483280	IL02484450	IL02485430
IL02478020	IL02479060	IL02480220	IL02481250	IL02482180	IL02483290	IL02484460	IL02485440
IL02478030	IL02479080	IL02480250	IL02481290	IL02482190	IL02483300	IL02484470	IL02485460
IL02478040	IL02479090	IL02480260	IL02481300	IL02482200	IL02483320	IL02484490	IL02485500
IL02478050	IL02479100	IL02480270	IL02481310	IL02482240	IL02483330	IL02484500	IL02485510
IL02478060	IL02479110	IL02480290	IL02481320	IL02482260	IL02483340	IL02484510	IL02485520
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IL02478110	IL02479210	IL02480370	IL02481380	IL02482330	IL02483530	IL02484580	IL02485620
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IL02478160	IL02479240	IL02480410	IL02481400	IL02482370	IL02483550	IL02484620	IL02485650
IL02478180	IL02479250	IL02480420	IL02481420	IL02482380	IL02483570	IL02484640	IL02485670
IL02478190	IL02479290	IL02480430	IL02481430	IL02482390	IL02483580	IL02484650	IL02485690
IL02478200	IL02479300	IL02480450	IL02481440	IL02482420	IL02483590	IL02484700	IL02485700
IL02478210	IL02479310	IL02480470	IL02481450	IL02482440	IL02483610	IL02484720	IL02485710
IL02478230	IL02479320	IL02480490	IL02481470	IL02482450	IL02483650	IL02484740	IL02485720
IL02478270	IL02479330	IL02480500	IL02481480	IL02482460	IL02483660	IL02484750	IL02485730
IL02478280	IL02479370	IL02480510	IL02481490	IL02482470	IL02483670	IL02484760	IL02485740
IL02478290	IL02479380	IL02480540	IL02481530	IL02482490	IL02483680	IL02484770	IL02485750
IL02478310	IL02479390	IL02480550	IL02481540	IL02482500	IL02483700	IL02484780	IL02485760
IL02478330	IL02479400	IL02480560	IL02481550	IL02482520	IL02483710	IL02484790	IL02485770
IL02478340	IL02479430	IL02480570	IL02481560	IL02482530	IL02483740	IL02484840	IL02485800
IL02478370	IL02479470	IL02480590	IL02481580	IL02482540	IL02483780	IL02484850	IL02485810
IL02478380	IL02479480	IL02480600	IL02481690	IL02482560	IL02483800	IL02484880	IL02485820
IL02478410	IL02479510	IL02480630	IL02481700	IL02482580	IL02483810	IL02484900	IL02485850
IL02478420	IL02479520	IL02480660	IL02481710	IL02482620	IL02483820	IL02484940	IL02485870
IL02478440	IL02479530	IL02480690	IL02481720	IL02482630	IL02483830	IL02484970	IL02485880
IL02478450	IL02479550	IL02480700	IL02481730	IL02482650	IL02483840	IL02485010	IL02485920
IL02478460	IL02479560	IL02480720	IL02481740	IL02482660	IL02483850	IL02485020	IL02485950
IL02478470	IL02479610	IL02480730	IL02481750	IL02482670	IL02483860	IL02485030	IL02485960
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IL02478510	IL02479750	IL02480820	IL02481790	IL02482790	IL02483910	IL02485080	IL02486000
IL02478530	IL02479770	IL02480840	IL02481800	IL02482800	IL02483930	IL02485090	IL02486010
IL02478570	IL02479790	IL02480870	IL02481810	IL02482830	IL02483960	IL02485100	IL02486060
IL02478580	IL02479800	IL02480900	IL02481820	IL02482870	IL02483990	IL02485110	IL02486100
IL02478590	IL02479820	IL02480910	IL02481830	IL02482900	IL02484060	IL02485120	IL02486110
IL02478620	IL02479830	IL02480920	IL02481840	IL02482950	IL02484090	IL02485130	IL02486120
IL02478630	IL02479840	IL02480960	IL02481860	IL02482960	IL02484110	IL02485140	IL02486130
IL02478640	IL02479850	IL02480970	IL02481880	IL02482980	IL02484120	IL02485150	IL02486160
IL02478660	IL02479860	IL02480980	IL02481890	IL02482990	IL02484130	IL02485170	IL02486170
IL02478690	IL02479880	IL02480990	IL02481900	IL02483000	IL02484160	IL02485180	IL02486180
IL02478700	IL02479920	IL02481010	IL02481910	IL02483010	IL02484190	IL02485210	IL02486200
IL02478710	IL02479930	IL02481020	IL02481920	IL02483020	IL02484200	IL02485220	IL02486260

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IL02486270	IL02487340	IL02488350	IL02489420	IL02490560	IL02491440	IL02492520	IL02493660
IL02486280	IL02487350	IL02488360	IL02489430	IL02490570	IL02491450	IL02492530	IL02493670
IL02486300	IL02487360	IL02488370	IL02489450	IL02490580	IL02491500	IL02492540	IL02493700
IL02486320	IL02487370	IL02488380	IL02489460	IL02490590	IL02491510	IL02492560	IL02493720
IL02486340	IL02487390	IL02488390	IL02489470	IL02490600	IL02491520	IL02492590	IL02493730
IL02486350	IL02487400	IL02488410	IL02489480	IL02490610	IL02491540	IL02492660	IL02493740
IL02486360	IL02487430	IL02488450	IL02489500	IL02490630	IL02491550	IL02492710	IL02493760
IL02486370	IL02487450	IL02488470	IL02489530	IL02490640	IL02491570	IL02492720	IL02493790
IL02486380	IL02487460	IL02488480	IL02489540	IL02490650	IL02491600	IL02492730	IL02493800
IL02486390	IL02487470	IL02488490	IL02489550	IL02490660	IL02491610	IL02492770	IL02493830
IL02486400	IL02487490	IL02488500	IL02489560	IL02490680	IL02491620	IL02492780	IL02493840
IL02486420	IL02487510	IL02488510	IL02489570	IL02490690	IL02491630	IL02492790	IL02493860
IL02486450	IL02487550	IL02488520	IL02489590	IL02490700	IL02491640	IL02492800	IL02493870
IL02486470	IL02487560	IL02488530	IL02489600	IL02490710	IL02491650	IL02492810	IL02493890
IL02486480	IL02487570	IL02488540	IL02489650	IL02490720	IL02491680	IL02492820	IL02493900
IL02486510	IL02487580	IL02488550	IL02489660	IL02490750	IL02491690	IL02492840	IL02493920
IL02486520	IL02487590	IL02488560	IL02489690	IL02490760	IL02491710	IL02492860	IL02493980
IL02486530	IL02487600	IL02488570	IL02489700	IL02490770	IL02491720	IL02492880	IL02494040
IL02486540	IL02487610	IL02488600	IL02489720	IL02490780	IL02491730	IL02492900	IL02494060
IL02486570	IL02487630	IL02488620	IL02489730	IL02490800	IL02491740	IL02492930	IL02494120
IL02486580	IL02487650	IL02488670	IL02489740	IL02490810	IL02491750	IL02492950	IL02494130
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IL02486600	IL02487700	IL02488690	IL02489780	IL02490830	IL02491830	IL02493020	IL02494180
IL02486610	IL02487710	IL02488700	IL02489800	IL02490840	IL02491850	IL02493030	IL02494200
IL02486620	IL02487720	IL02488730	IL02489830	IL02490850	IL02491860	IL02493050	IL02494220
IL02486630	IL02487730	IL02488740	IL02489840	IL02490880	IL02491870	IL02493080	IL02494230
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IL02486660	IL02487760	IL02488760	IL02489880	IL02490910	IL02491910	IL02493110	IL02494250
IL02486670	IL02487770	IL02488780	IL02489890	IL02490920	IL02491920	IL02493120	IL02494270
IL02486690	IL02487780	IL02488790	IL02489900	IL02490940	IL02491930	IL02493130	IL02494300
IL02486700	IL02487800	IL02488800	IL02489920	IL02490950	IL02491940	IL02493140	IL02494310
IL02486710	IL02487830	IL02488810	IL02489940	IL02490970	IL02491950	IL02493150	IL02494320
IL02486740	IL02487840	IL02488820	IL02489960	IL02490980	IL02491960	IL02493190	IL02494340
IL02486750	IL02487860	IL02488830	IL02489990	IL02491000	IL02491990	IL02493210	IL02494350
IL02486760	IL02487870	IL02488850	IL02490000	IL02491010	IL02492010	IL02493220	IL02494370
IL02486780	IL02487910	IL02488860	IL02490010	IL02491020	IL02492070	IL02493230	IL02494380
IL02486830	IL02487930	IL02488870	IL02490040	IL02491030	IL02492080	IL02493240	IL02494400
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IL02487070	IL02488150	IL02489080	IL02490230	IL02491180	IL02492230	IL02493410	IL02494620
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IL02487130	IL02488190	IL02489140	IL02490250	IL02491220	IL02492290	IL02493440	IL02494660
IL02487150	IL02488200	IL02489180	IL02490320	IL02491230	IL02492300	IL02493460	IL02494700
IL02487160	IL02488210	IL02489190	IL02490330	IL02491240	IL02492310	IL02493470	IL02494710
IL02487170	IL02488220	IL02489200	IL02490340	IL02491260	IL02492360	IL02493480	IL02494740
IL02487180	IL02488240	IL02489220	IL02490350	IL02491280	IL02492380	IL02493490	IL02494760
IL02487200	IL02488260	IL02489240	IL02490360	IL02491290	IL02492390	IL02493500	IL02494810
IL02487250	IL02488270	IL02489290	IL02490370	IL02491320	IL02492400	IL02493510	IL02494830
IL02487260	IL02488280	IL02489320	IL02490380	IL02491340	IL02492410	IL02493520	IL02494840
IL02487270	IL02488300	IL02489350	IL02490390	IL02491360	IL02492440	IL02493540	IL02494850
IL02487280	IL02488310	IL02489360	IL02490420	IL02491370	IL02492460	IL02493550	IL02494860
IL02487300	IL02488320	IL02489370	IL02490460	IL02491380	IL02492490	IL02493560	IL02494870
IL02487310	IL02488330	IL02489380	IL02490470	IL02491420	IL02492500	IL02493570	IL02494890
IL02487330	IL02488340	IL02489400	IL02490490	IL02491430	IL02492510	IL02493580	IL02494910

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

IL02494920	IL02495910	IL02496980	IL02498010	IL02499080	IL02500010	IL02501140	IL02502170
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IL02494960	IL02495950	IL02497070	IL02498060	IL02499140	IL02500040	IL02501180	IL02502210
IL02494970	IL02495960	IL02497080	IL02498070	IL02499150	IL02500050	IL02501190	IL02502230
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IL02495010	IL02495980	IL02497120	IL02498100	IL02499170	IL02500080	IL02501220	IL02502320
IL02495030	IL02496010	IL02497130	IL02498130	IL02499190	IL02500110	IL02501230	IL02502330
IL02495040	IL02496030	IL02497140	IL02498140	IL02499200	IL02500120	IL02501240	IL02502350
IL02495050	IL02496050	IL02497150	IL02498150	IL02499220	IL02500140	IL02501250	IL02502380
IL02495060	IL02496060	IL02497170	IL02498180	IL02499230	IL02500150	IL02501270	IL02502390
IL02495080	IL02496090	IL02497180	IL02498190	IL02499240	IL02500170	IL02501340	IL02502420
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IL02495110	IL02496110	IL02497200	IL02498260	IL02499270	IL02500200	IL02501380	IL02502440
IL02495140	IL02496130	IL02497220	IL02498270	IL02499290	IL02500220	IL02501390	IL02502450
IL02495150	IL02496150	IL02497230	IL02498280	IL02499300	IL02500240	IL02501410	IL02502460
IL02495190	IL02496160	IL02497240	IL02498290	IL02499310	IL02500260	IL02501420	IL02502470
IL02495210	IL02496180	IL02497250	IL02498310	IL02499320	IL02500320	IL02501440	IL02502490
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IL02495260	IL02496200	IL02497270	IL02498350	IL02499340	IL02500380	IL02501470	IL02502510
IL02495270	IL02496270	IL02497290	IL02498360	IL02499350	IL02500390	IL02501490	IL02502530
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IL02495310	IL02496300	IL02497330	IL02498410	IL02499380	IL02500430	IL02501510	IL02502550
IL02495320	IL02496320	IL02497340	IL02498440	IL02499420	IL02500460	IL02501520	IL02502560
IL02495340	IL02496330	IL02497350	IL02498450	IL02499440	IL02500500	IL02501530	IL02502570
IL02495350	IL02496360	IL02497360	IL02498460	IL02499450	IL02500520	IL02501540	IL02502580
IL02495360	IL02496380	IL02497370	IL02498510	IL02499460	IL02500530	IL02501550	IL02502610
IL02495370	IL02496400	IL02497380	IL02498530	IL02499470	IL02500540	IL02501560	IL02502640
IL02495400	IL02496410	IL02497390	IL02498540	IL02499490	IL02500550	IL02501570	IL02502670
IL02495410	IL02496420	IL02497410	IL02498550	IL02499500	IL02500570	IL02501580	IL02502690
IL02495420	IL02496430	IL02497420	IL02498570	IL02499520	IL02500580	IL02501590	IL02502710
IL02495430	IL02496440	IL02497430	IL02498580	IL02499540	IL02500590	IL02501640	IL02502740
IL02495440	IL02496450	IL02497460	IL02498590	IL02499550	IL02500620	IL02501650	IL02502750
IL02495470	IL02496470	IL02497470	IL02498600	IL02499590	IL02500650	IL02501660	IL02502760
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IL02495560	IL02496600	IL02497600	IL02498710	IL02499660	IL02500750	IL02501820	IL02502900
IL02495580	IL02496610	IL02497610	IL02498720	IL02499670	IL02500760	IL02501840	IL02502920
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IL02495900	IL02496940	IL02498000	IL02499070	IL02500000	IL02501130	IL02502160	IL02503250

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IL02503270	IL02504210	IL02505250	IL02506280	IL02507280	IL02508410	IL02509610	IL02510760
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IL02512030	IL02513060	IL02514220	IL02515420	IL02516550	IL02517650	IL02518910	IL02520000
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IL02558640	IL02559760	IL02561050	IL02562320	IL02563310	IL02564490	IL02565660	IL02566800
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

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IL28941140	IL28942600	IL28943910	IL28945180	IL28946450	IL28948420	IL28950390	IL55000270
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IL55001940	IL55003420	KL0000019	LI0002191	LI0002532	LI0002756	LI0003076	LI0003388
IL55001970	IL55003430	KL0000028	LI0002192	LI0002533	LI0002757	LI0003085	LI0003389
IL55002010	IL55003440	KL0000040	LI0002194	LI0002539	LI0002758	LI0003093	LI0003399
IL55002040	IL55003450	KL0000041	LI0002210	LI0002540	LI0002765	LI0003096	LI0003403
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LI0004002	LI0004422	LI0004693	LI0004984	LI0005325	LI0005583	LI0005794	LI0006061
LI0004011	LI0004425	LI0004697	LI0004986	LI0005327	LI0005584	LI0005799	LI0006062
LI0004025	LI0004427	LI0004698	LI0004987	LI0005329	LI0005591	LI0005803	LI0006063

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LI0006064	LI0006295	LI0006555	LI0006805	LI0007015	LI0007394	LL0001049	LL0002741
LI0006065	LI0006296	LI0006556	LI0006807	LI0007018	LI0007406	LL0001089	LL0002754
LI0006066	LI0006297	LI0006571	LI0006808	LI0007039	LI0007410	LL0001114	LL0002778
LI0006070	LI0006298	LI0006574	LI0006809	LI0007042	LI0007411	LL0001143	LL0002795
LI0006072	LI0006311	LI0006578	LI0006816	LI0007051	LI0007412	LL0001153	LL0002798
LI0006073	LI0006312	LI0006581	LI0006817	LI0007062	LI0007414	LL0001156	LL0002812
LI0006081	LI0006314	LI0006583	LI0006819	LI0007064	LI0007415	LL0001158	LL0002835
LI0006084	LI0006315	LI0006588	LI0006822	LI0007070	LI0007419	LL0001181	LL0002883
LI0006087	LI0006321	LI0006592	LI0006824	LI0007072	LI0007423	LL0001206	LL0002927
LI0006091	LI0006324	LI0006605	LI0006826	LI0007074	LI0007429	LL0001208	LL0002997
LI0006100	LI0006326	LI0006611	LI0006833	LI0007079	LI0007440	LL0001272	LL0003036
LI0006102	LI0006327	LI0006612	LI0006837	LI0007083	LI0007443	LL0001312	LL0003038
LI0006106	LI0006328	LI0006619	LI0006838	LI0007093	LI0007444	LL0001366	LL0003060
LI0006115	LI0006335	LI0006631	LI0006843	LI0007120	LI0007445	LL0001380	LL0003061
LI0006122	LI0006355	LI0006637	LI0006846	LI0007134	LI0007446	LL0001395	LL0003075
LI0006125	LI0006359	LI0006640	LI0006847	LI0007136	LI0007447	LL0001399	LL0003132
LI0006135	LI0006365	LI0006643	LI0006848	LI0007141	LI0007449	LL0001407	LL0003133
LI0006136	LI0006367	LI0006645	LI0006855	LI0007145	LI0007450	LL0001408	LL0003148
LI0006137	LI0006368	LI0006646	LI0006856	LI0007146	LI0007458	LL0001411	LL0003184
LI0006138	LI0006369	LI0006648	LI0006864	LI0007147	LI0007478	LL0001444	LL0003231
LI0006145	LI0006370	LI0006649	LI0006865	LI0007152	LI0007479	LL0001459	LL0003248
LI0006147	LI0006372	LI0006655	LI0006891	LI0007161	LI0007480	LL0001538	LL0003272
LI0006160	LI0006378	LI0006658	LI0006893	LI0007162	LI0007481	LL0001539	LL0003329
LI0006166	LI0006379	LI0006664	LI0006894	LI0007169	LI0007496	LL0001590	LL0003413
LI0006169	LI0006393	LI0006665	LI0006896	LI0007170	LI0007498	LL0001637	LL0003415
LI0006175	LI0006395	LI0006678	LI0006898	LI0007172	LI0007499	LL0001672	LL0003416
LI0006180	LI0006398	LI0006683	LI0006899	LI0007179	LI0007504	LL0001673	LL0003425
LI0006182	LI0006402	LI0006687	LI0006901	LI0007180	LI0007513	LL0001678	LL0003427
LI0006184	LI0006403	LI0006691	LI0006902	LI0007187	LI0007514	LL0001685	LL0003428
LI0006185	LI0006404	LI0006694	LI0006906	LI0007189	LI0007521	LL0001701	LT0000022
LI0006187	LI0006411	LI0006695	LI0006907	LI0007191	LI0007522	LL0001723	LT0000039
LI0006189	LI0006421	LI0006697	LI0006908	LI0007200	LI0007548	LL0001793	LT0000043
LI0006190	LI0006426	LI0006701	LI0006909	LI0007204	LI0007549	LL0001808	LT0000050
LI0006197	LI0006427	LI0006706	LI0006912	LI0007205	LI0007556	LL0001839	LT0000082
LI0006202	LI0006435	LI0006707	LI0006914	LI0007225	LI0007565	LL0001848	LT0000135
LI0006204	LI0006444	LI0006715	LI0006917	LI0007252	LI0007566	LL0001862	LT0000146
LI0006217	LI0006446	LI0006717	LI0006918	LI0007268	LI0007575	LL0001976	LT0000172
LI0006221	LI0006447	LI0006720	LI0006920	LI0007280	LI0007579	LL0001996	LT0000173
LI0006223	LI0006457	LI0006721	LI0006921	LI0007284	LL0000153	LL0001997	LT0000180
LI0006226	LI0006458	LI0006727	LI0006923	LI0007285	LL0000213	LL0002041	LT0000211
LI0006235	LI0006459	LI0006728	LI0006928	LI0007288	LL0000260	LL0002151	LT0000212
LI0006236	LI0006462	LI0006742	LI0006931	LI0007289	LL0000417	LL0002172	LT0000249
LI0006246	LI0006463	LI0006745	LI0006939	LI0007290	LL0000426	LL0002185	LT0000252
LI0006247	LI0006464	LI0006748	LI0006942	LI0007291	LL0000427	LL0002210	LT0000268
LI0006248	LI0006471	LI0006750	LI0006943	LI0007297	LL0000437	LL0002211	LT0000278
LI0006258	LI0006477	LI0006752	LI0006950	LI0007298	LL0000440	LL0002223	LT0000301
LI0006259	LI0006492	LI0006756	LI0006955	LI0007317	LL0000444	LL0002329	LT0000302
LI0006269	LI0006494	LI0006759	LI0006957	LI0007323	LL0000528	LL0002338	LT0000303
LI0006271	LI0006495	LI0006761	LI0006959	LI0007328	LL0000543	LL0002339	LT0000341
LI0006272	LI0006496	LI0006762	LI0006962	LI0007329	LL0000618	LL0002405	LT0000342
LI0006273	LI0006497	LI0006767	LI0006963	LI0007336	LL0000625	LL0002472	LT0000346
LI0006275	LI0006498	LI0006771	LI0006965	LI0007346	LL0000637	LL0002483	LT0000359
LI0006277	LI0006513	LI0006772	LI0006966	LI0007358	LL0000642	LL0002494	LT0000360
LI0006278	LI0006516	LI0006775	LI0006969	LI0007360	LL0000643	LL0002514	LT0000362
LI0006280	LI0006518	LI0006781	LI0006979	LI0007361	LL0000691	LL0002525	LT0000363
LI0006281	LI0006528	LI0006786	LI0006980	LI0007369	LL0000727	LL0002531	LT0000375
LI0006282	LI0006529	LI0006787	LI0006983	LI0007370	LL0000825	LL0002558	LT0000391
LI0006287	LI0006531	LI0006790	LI0006991	LI0007377	LL0000831	LL0002615	LT0000401
LI0006288	LI0006532	LI0006796	LI0006996	LI0007379	LL0000884	LL0002656	LT0000426
LI0006289	LI0006543	LI0006800	LI0006997	LI0007380	LL0000986	LL0002669	LT0000427
LI0006290	LI0006550	LI0006802	LI0007008	LI0007384	LL0000998	LL0002710	LT0000428
LI0006291	LI0006552	LI0006803	LI0007014	LI0007385	LL0001027	LL0002727	LT0000435

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LT0000438	LT0000617	N01205430	N01205985	N01206488	N01207093	N01207612	N01208024
LT0000439	LT0000618	N01205433	N01205987	N01206492	N01207096	N01207617	N01208025
LT0000441	LT0000621	N01205440	N01206003	N01206499	N01207111	N01207636	N01208037
LT0000443	LT0000623	N01205442	N01206010	N01206506	N01207129	N01207660	N01208041
LT0000444	LT0000624	N01205444	N01206011	N01206524	N01207131	N01207669	N01208054
LT0000446	LT0000629	N01205448	N01206022	N01206525	N01207145	N01207670	N01208058
LT0000447	LT0000633	N01205449	N01206028	N01206534	N01207148	N01207674	N01208059
LT0000451	LT0000636	N01205453	N01206029	N01206548	N01207149	N01207684	N01208065
LT0000452	LT0000642	N01205460	N01206031	N01206549	N01207154	N01207686	N01208083
LT0000453	LT0000648	N01205471	N01206034	N01206550	N01207168	N01207687	N01208089
LT0000456	LT0000669	N01205496	N01206047	N01206552	N01207170	N01207694	N01208101
LT0000460	LT0000675	N01205511	N01206051	N01206557	N01207184	N01207695	N01208102
LT0000461	LT0000684	N01205512	N01206055	N01206604	N01207193	N01207706	N01208103
LT0000464	LT0000685	N01205521	N01206059	N01206616	N01207206	N01207711	N01208112
LT0000465	LT0000697	N01205522	N01206061	N01206620	N01207208	N01207719	N01208119
LT0000471	LT0000698	N01205526	N01206069	N01206621	N01207231	N01207722	N01208127
LT0000472	LT0000707	N01205527	N01206073	N01206637	N01207242	N01207723	N01208134
LT0000476	N01205007	N01205564	N01206074	N01206639	N01207248	N01207730	N01208139
LT0000478	N01205013	N01205603	N01206076	N01206647	N01207250	N01207737	N01208155
LT0000481	N01205017	N01205627	N01206077	N01206654	N01207251	N01207738	N01208156
LT0000490	N01205025	N01205649	N01206103	N01206673	N01207265	N01207755	N01208159
LT0000492	N01205038	N01205658	N01206104	N01206676	N01207286	N01207760	N01208162
LT0000496	N01205046	N01205664	N01206122	N01206727	N01207311	N01207770	N01208169
LT0000499	N01205049	N01205665	N01206127	N01206731	N01207332	N01207782	N01208174
LT0000505	N01205058	N01205670	N01206128	N01206732	N01207349	N01207795	N01208178
LT0000506	N01205079	N01205691	N01206139	N01206736	N01207350	N01207804	N01208180
LT0000514	N01205086	N01205704	N01206141	N01206740	N01207358	N01207815	N01208183
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LT0000522	N01205102	N01205755	N01206145	N01206749	N01207402	N01207818	N01208206
LT0000523	N01205110	N01205771	N01206159	N01206775	N01207408	N01207839	N01208212
LT0000524	N01205115	N01205781	N01206169	N01206777	N01207417	N01207840	N01208241
LT0000526	N01205142	N01205790	N01206177	N01206782	N01207418	N01207841	N01208244
LT0000530	N01205144	N01205793	N01206183	N01206804	N01207419	N01207842	N01208247
LT0000541	N01205181	N01205795	N01206184	N01206806	N01207420	N01207843	N01208258
LT0000544	N01205211	N01205812	N01206200	N01206809	N01207421	N01207844	N01208269
LT0000545	N01205215	N01205816	N01206208	N01206811	N01207422	N01207845	N01208273
LT0000551	N01205216	N01205822	N01206212	N01206842	N01207423	N01207846	N01208274
LT0000556	N01205222	N01205823	N01206213	N01206856	N01207424	N01207872	N01208292
LT0000557	N01205228	N01205824	N01206215	N01206892	N01207427	N01207877	N01208293
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LT0000565	N01205231	N01205836	N01206218	N01206913	N01207441	N01207890	N01208310
LT0000566	N01205235	N01205852	N01206222	N01206943	N01207445	N01207905	N01208320
LT0000567	N01205236	N01205856	N01206269	N01206955	N01207456	N01207906	N01208322
LT0000570	N01205238	N01205875	N01206272	N01206957	N01207457	N01207907	N01208328
LT0000576	N01205240	N01205878	N01206283	N01206962	N01207458	N01207908	N01208332
LT0000577	N01205250	N01205884	N01206284	N01206963	N01207465	N01207909	N01208358
LT0000578	N01205257	N01205885	N01206285	N01206964	N01207480	N01207926	N01208361
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LT0000580	N01205296	N01205897	N01206291	N01206968	N01207482	N01207965	N01208372
LT0000581	N01205303	N01205905	N01206342	N01206971	N01207498	N01207967	N01208373
LT0000582	N01205305	N01205914	N01206382	N01206987	N01207499	N01207968	N01208375
LT0000583	N01205320	N01205918	N01206383	N01206996	N01207510	N01207976	N01208376
LT0000584	N01205355	N01205924	N01206407	N01207021	N01207511	N01207977	N01208387
LT0000589	N01205356	N01205928	N01206414	N01207033	N01207521	N01207978	N01208389
LT0000590	N01205376	N01205930	N01206433	N01207037	N01207525	N01207996	N01208396
LT0000595	N01205377	N01205935	N01206437	N01207038	N01207558	N01208000	N01208398
LT0000596	N01205403	N01205943	N01206438	N01207043	N01207559	N01208006	N01208399
LT0000597	N01205406	N01205953	N01206443	N01207050	N01207582	N01208007	N01208413
LT0000598	N01205407	N01205954	N01206452	N01207051	N01207583	N01208008	N01208414
LT0000604	N01205409	N01205958	N01206456	N01207052	N01207585	N01208009	N01208426
LT0000606	N01205422	N01205970	N01206458	N01207054	N01207595	N01208015	N01208437
LT0000609	N01205428	N01205975	N01206487	N01207055	N01207605	N01208016	N01208451

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N01208455	N01208853	N01209358	N01209793	N01210228	N01210695	N01211305	N01211781
N01208471	N01208859	N01209378	N01209802	N01210246	N01210696	N01211334	N01211789
N01208472	N01208862	N01209380	N01209804	N01210264	N01210744	N01211340	N01211792
N01208476	N01208869	N01209384	N01209805	N01210288	N01210773	N01211344	N01211794
N01208483	N01208892	N01209394	N01209806	N01210293	N01210775	N01211366	N01211804
N01208484	N01208894	N01209401	N01209812	N01210316	N01210781	N01211370	N01211809
N01208498	N01208899	N01209421	N01209815	N01210317	N01210789	N01211371	N01211814
N01208526	N01208900	N01209422	N01209819	N01210324	N01210816	N01211373	N01211825
N01208532	N01208905	N01209432	N01209820	N01210333	N01210829	N01211374	N01211848
N01208538	N01208920	N01209435	N01209824	N01210341	N01210853	N01211375	N01211870
N01208542	N01208927	N01209436	N01209828	N01210342	N01210868	N01211376	N01211871
N01208545	N01208929	N01209440	N01209831	N01210349	N01210877	N01211377	N01211890
N01208550	N01208931	N01209443	N01209854	N01210361	N01210886	N01211378	N01211892
N01208551	N01208946	N01209445	N01209868	N01210367	N01210888	N01211407	N01211895
N01208553	N01208953	N01209452	N01209873	N01210375	N01210895	N01211417	N01211899
N01208566	N01208954	N01209467	N01209874	N01210379	N01210897	N01211419	N01211900
N01208601	N01208957	N01209468	N01209875	N01210404	N01210905	N01211420	N01211901
N01208606	N01208964	N01209471	N01209879	N01210430	N01210918	N01211426	N01211904
N01208620	N01208967	N01209483	N01209886	N01210436	N01210919	N01211429	N01211908
N01208621	N01208992	N01209485	N01209887	N01210449	N01210921	N01211455	N01211916
N01208623	N01208996	N01209486	N01209896	N01210455	N01210922	N01211466	N01211918
N01208629	N01208997	N01209490	N01209900	N01210461	N01210939	N01211472	N01211940
N01208630	N01209011	N01209493	N01209912	N01210462	N01210943	N01211475	N01211951
N01208632	N01209047	N01209494	N01209920	N01210463	N01210955	N01211476	N01211955
N01208638	N01209048	N01209499	N01209933	N01210464	N01210969	N01211486	N01211970
N01208640	N01209059	N01209502	N01209937	N01210465	N01210974	N01211496	N01212012
N01208642	N01209078	N01209520	N01209940	N01210466	N01211007	N01211497	N01212015
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N01208648	N01209081	N01209540	N01209944	N01210473	N01211044	N01211499	N01212027
N01208649	N01209099	N01209553	N01209953	N01210493	N01211045	N01211503	N01212031
N01208658	N01209131	N01209561	N01209959	N01210496	N01211062	N01211504	N01212037
N01208659	N01209149	N01209577	N01209963	N01210521	N01211070	N01211518	N01212050
N01208661	N01209152	N01209604	N01209996	N01210523	N01211071	N01211519	N01212051
N01208669	N01209160	N01209605	N01209999	N01210538	N01211072	N01211526	N01212054
N01208671	N01209161	N01209617	N01210002	N01210539	N01211073	N01211535	N01212055
N01208673	N01209169	N01209618	N01210004	N01210550	N01211074	N01211568	N01212056
N01208680	N01209170	N01209631	N01210005	N01210555	N01211078	N01211570	N01212064
N01208695	N01209171	N01209632	N01210008	N01210558	N01211079	N01211571	N01212086
N01208696	N01209191	N01209633	N01210024	N01210559	N01211086	N01211582	N01212105
N01208702	N01209195	N01209646	N01210034	N01210562	N01211087	N01211602	N01212106
N01208707	N01209200	N01209653	N01210035	N01210563	N01211098	N01211604	N01212108
N01208712	N01209217	N01209666	N01210040	N01210573	N01211100	N01211621	N01212126
N01208713	N01209218	N01209683	N01210059	N01210577	N01211102	N01211635	N01212132
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N01208722	N01209229	N01209689	N01210081	N01210591	N01211115	N01211639	N01212145
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N01208726	N01209256	N01209696	N01210093	N01210597	N01211131	N01211657	N01212153
N01208735	N01209258	N01209697	N01210096	N01210604	N01211133	N01211661	N01212160
N01208736	N01209263	N01209699	N01210100	N01210605	N01211140	N01211674	N01212171
N01208747	N01209272	N01209706	N01210124	N01210606	N01211143	N01211675	N01212179
N01208751	N01209273	N01209714	N01210125	N01210607	N01211152	N01211692	N01212183
N01208757	N01209275	N01209715	N01210128	N01210608	N01211153	N01211699	N01212184
N01208774	N01209276	N01209716	N01210131	N01210609	N01211159	N01211714	N01212196
N01208778	N01209284	N01209718	N01210168	N01210617	N01211172	N01211718	N01212197
N01208817	N01209285	N01209722	N01210174	N01210618	N01211229	N01211729	N01212198
N01208819	N01209298	N01209749	N01210185	N01210648	N01211230	N01211744	N01212200
N01208826	N01209313	N01209756	N01210206	N01210657	N01211243	N01211770	N01212208
N01208830	N01209333	N01209765	N01210207	N01210675	N01211244	N01211775	N01212214
N01208833	N01209336	N01209769	N01210210	N01210676	N01211245	N01211776	N01212228
N01208842	N01209355	N01209770	N01210211	N01210677	N01211268	N01211777	N01212243
N01208846	N01209356	N01209771	N01210212	N01210688	N01211272	N01211778	N01212244
N01208847	N01209357	N01209783	N01210221	N01210689	N01211304	N01211780	N01212251

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N01212256	N01212712	N01213138	N01213566	N01213962	N01214498	N01214924	N01215302
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N01212280	N01212748	N01213182	N01213576	N01213985	N01214527	N01214940	N01215331
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N01215749	N01216197	N01216611	N01216969	N01217434	N01217834	N01218329	N01218800
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N01226192	N01226680	N01227066	N01227378	N01227852	N01228239	N01228548	N01228892
N01226197	N01226690	N01227067	N01227386	N01227868	N01228247	N01228549	N01228899
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N01235927	N01236276	N01236645	N01237025	N01237534	N01237912	N01238423	N01239071
N01235934	N01236277	N01236648	N01237040	N01237552	N01237914	N01238451	N01239088
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N01236122	N01236526	N01236922	N01237407	N01237793	N01238286	N01238849	N01239465
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N01239556	N01240130	N01240486	N01240943	N01241311	N01241730	N01242139	N01242561
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N01239579	N01240152	N01240525	N01240954	N01241339	N01241763	N01242182	N01242625
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N01248007	N01250349	N01250855	N01251379	N05000047	N05000478	N05000962	N05001509
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N01248081	N01250364	N01250908	N01251431	N05000063	N05000493	N05000974	N05001537
N01248087	N01250372	N01250920	N01251435	N05000064	N05000495	N05000982	N05001539
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N01250058	N01250430	N01251043	N01251550	N05000128	N05000590	N05001051	N05001596
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N01250315	N01250800	N01251355	N05000035	N05000418	N05000916	N05001476	N05001995
N01250329	N01250810	N01251356	N05000043	N05000427	N05000926	N05001483	N05002000
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N05002025	N05002555	N05002866	N05003409	N05003909	N05004371	N05004766	N05005500
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N05002046	N05002587	N05002870	N05003422	N05003941	N05004382	N05004779	N05005511
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N05002083	N05002591	N05002876	N05003453	N05003960	N05004404	N05004798	N05005513
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N05002308	N05002725	N05003157	N05003634	N05004170	N05004520	N05004939	N05005623
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N40022233	N40022639	N40023059	N40023611	N40024124	N40024728	N40025389	N40025796
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N40022260	N40022654	N40023119	N40023620	N40024163	N40024761	N40025421	N40025831
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N40025848	N40027408	N40029322	N40029893	N40030314	N40030671	N40031284	N40031540
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N40031972	N40032271	N40032554	N40032762	N40033064	NG0000181	NG0000993	NG0001616
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NG0001875	NG0002248	NG0002500	NG0002748	NG0003015	NG0003223	NG0003430	NG0003631
NG0001885	NG0002251	NG0002501	NG0002754	NG0003019	NG0003224	NG0003436	NG0003632
NG0001892	NG0002252	NG0002505	NG0002755	NG0003021	NG0003237	NG0003437	NG0003634
NG0001893	NG0002253	NG0002506	NG0002758	NG0003028	NG0003240	NG0003438	NG0003635
NG0001902	NG0002255	NG0002509	NG0002759	NG0003029	NG0003241	NG0003439	NG0003639
NG0001906	NG0002274	NG0002525	NG0002771	NG0003031	NG0003243	NG0003440	NG0003641
NG0001907	NG0002275	NG0002526	NG0002781	NG0003036	NG0003247	NG0003444	NG0003642
NG0001917	NG0002287	NG0002535	NG0002782	NG0003037	NG0003248	NG0003445	NG0003643
NG0001920	NG0002290	NG0002539	NG0002788	NG0003038	NG0003256	NG0003448	NG0003646
NG0001921	NG0002291	NG0002540	NG0002805	NG0003052	NG0003260	NG0003454	NG0003647
NG0001931	NG0002294	NG0002544	NG0002809	NG0003053	NG0003269	NG0003456	NG0003648
NG0001933	NG0002298	NG0002545	NG0002810	NG0003058	NG0003270	NG0003460	NG0003649
NG0001982	NG0002299	NG0002546	NG0002811	NG0003066	NG0003271	NG0003461	NG0003650
NG0001987	NG0002310	NG0002547	NG0002813	NG0003067	NG0003274	NG0003464	NG0003651
NG0001995	NG0002319	NG0002548	NG0002819	NG0003072	NG0003276	NG0003467	NG0003654
NG0001998	NG0002325	NG0002551	NG0002820	NG0003075	NG0003283	NG0003469	NG0003655
NG0002001	NG0002326	NG0002552	NG0002821	NG0003082	NG0003284	NG0003477	NG0003656
NG0002004	NG0002329	NG0002564	NG0002826	NG0003083	NG0003285	NG0003478	NG0003657
NG0002007	NG0002330	NG0002565	NG0002838	NG0003084	NG0003291	NG0003480	NG0003661
NG0002017	NG0002343	NG0002571	NG0002839	NG0003085	NG0003292	NG0003482	NG0003662
NG0002018	NG0002349	NG0002580	NG0002840	NG0003086	NG0003293	NG0003483	NG0003664
NG0002020	NG0002351	NG0002582	NG0002847	NG0003089	NG0003294	NG0003484	NG0003670
NG0002021	NG0002352	NG0002583	NG0002857	NG0003090	NG0003296	NG0003485	NG0003671
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NG0002042	NG0002354	NG0002588	NG0002865	NG0003093	NG0003303	NG0003493	NG0003675
NG0002046	NG0002355	NG0002594	NG0002866	NG0003094	NG0003305	NG0003498	NG0003676
NG0002047	NG0002357	NG0002601	NG0002868	NG0003102	NG0003315	NG0003499	NG0003679
NG0002055	NG0002358	NG0002604	NG0002869	NG0003103	NG0003318	NG0003505	NG0003685
NG0002056	NG0002359	NG0002610	NG0002884	NG0003104	NG0003319	NG0003506	NG0003686
NG0002057	NG0002360	NG0002612	NG0002885	NG0003105	NG0003326	NG0003507	NG0003690
NG0002062	NG0002368	NG0002613	NG0002895	NG0003106	NG0003331	NG0003509	NG0003692
NG0002066	NG0002369	NG0002628	NG0002902	NG0003107	NG0003335	NG0003510	NG0003693
NG0002070	NG0002372	NG0002629	NG0002906	NG0003108	NG0003341	NG0003513	NG0003702
NG0002071	NG0002375	NG0002634	NG0002908	NG0003110	NG0003342	NG0003520	NG0003707
NG0002074	NG0002383	NG0002640	NG0002913	NG0003113	NG0003347	NG0003521	NG0003709
NG0002075	NG0002386	NG0002644	NG0002914	NG0003114	NG0003353	NG0003523	NG0003711
NG0002093	NG0002387	NG0002652	NG0002917	NG0003125	NG0003354	NG0003526	NG0003715
NG0002095	NG0002391	NG0002658	NG0002920	NG0003128	NG0003358	NG0003527	NG0003730
NG0002096	NG0002392	NG0002660	NG0002921	NG0003129	NG0003367	NG0003530	NG0003733
NG0002106	NG0002396	NG0002661	NG0002926	NG0003144	NG0003368	NG0003531	NG0003742
NG0002115	NG0002397	NG0002675	NG0002927	NG0003146	NG0003377	NG0003536	NG0003743
NG0002116	NG0002398	NG0002676	NG0002930	NG0003153	NG0003382	NG0003537	NG0003744
NG0002118	NG0002400	NG0002678	NG0002932	NG0003154	NG0003383	NG0003544	NG0003745
NG0002119	NG0002406	NG0002680	NG0002943	NG0003156	NG0003394	NG0003545	NG0003746
NG0002128	NG0002407	NG0002682	NG0002947	NG0003157	NG0003395	NG0003556	NG0003749
NG0002132	NG0002408	NG0002683	NG0002952	NG0003161	NG0003398	NG0003557	NG0003750
NG0002133	NG0002411	NG0002698	NG0002954	NG0003165	NG0003399	NG0003558	NG0003751

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

NG0003755	NG0003931	NG0004109	NG0004346	NG0004543	NG0004754	NG0004930	NG0005123
NG0003756	NG0003932	NG0004110	NG0004347	NG0004544	NG0004764	NG0004931	NG0005124
NG0003757	NG0003940	NG0004119	NG0004357	NG0004546	NG0004777	NG0004935	NG0005125
NG0003758	NG0003941	NG0004120	NG0004358	NG0004550	NG0004779	NG0004936	NG0005127
NG0003760	NG0003942	NG0004121	NG0004359	NG0004553	NG0004780	NG0004937	NG0005128
NG0003763	NG0003944	NG0004122	NG0004361	NG0004554	NG0004781	NG0004941	NG0005132
NG0003764	NG0003945	NG0004124	NG0004362	NG0004555	NG0004782	NG0004942	NG0005133
NG0003765	NG0003946	NG0004126	NG0004370	NG0004556	NG0004785	NG0004944	NG0005134
NG0003778	NG0003948	NG0004127	NG0004372	NG0004557	NG0004786	NG0004947	NG0005135
NG0003779	NG0003949	NG0004131	NG0004374	NG0004558	NG0004788	NG0004948	NG0005140
NG0003780	NG0003950	NG0004132	NG0004376	NG0004563	NG0004789	NG0004949	NG0005141
NG0003783	NG0003951	NG0004133	NG0004379	NG0004564	NG0004790	NG0004951	NG0005142
NG0003787	NG0003952	NG0004134	NG0004383	NG0004571	NG0004791	NG0004960	NG0005143
NG0003788	NG0003953	NG0004136	NG0004388	NG0004577	NG0004792	NG0004961	NG0005148
NG0003799	NG0003955	NG0004137	NG0004389	NG0004581	NG0004793	NG0004962	NG0005149
NG0003805	NG0003964	NG0004139	NG0004393	NG0004582	NG0004802	NG0004967	NG0005154
NG0003812	NG0003965	NG0004141	NG0004395	NG0004583	NG0004807	NG0004968	NG0005155
NG0003813	NG0003968	NG0004142	NG0004399	NG0004584	NG0004812	NG0004976	NG0005161
NG0003814	NG0003969	NG0004154	NG0004400	NG0004589	NG0004813	NG0004979	NG0005163
NG0003816	NG0003971	NG0004156	NG0004404	NG0004598	NG0004814	NG0004980	NG0005166
NG0003817	NG0003972	NG0004157	NG0004406	NG0004600	NG0004815	NG0004981	NG0005167
NG0003818	NG0003974	NG0004165	NG0004413	NG0004601	NG0004821	NG0004984	NG0005170
NG0003819	NG0003976	NG0004171	NG0004421	NG0004612	NG0004831	NG0004990	NG0005176
NG0003824	NG0003977	NG0004178	NG0004425	NG0004613	NG0004832	NG0004998	NG0005179
NG0003826	NG0003983	NG0004181	NG0004426	NG0004616	NG0004835	NG0004999	NG0005180
NG0003827	NG0003984	NG0004184	NG0004427	NG0004621	NG0004839	NG0005000	NG0005187
NG0003829	NG0003986	NG0004188	NG0004436	NG0004624	NG0004840	NG0005006	NG0005188
NG0003830	NG0003988	NG0004194	NG0004439	NG0004626	NG0004844	NG0005007	NG0005191
NG0003832	NG0003993	NG0004195	NG0004441	NG0004655	NG0004845	NG0005013	NG0005194
NG0003833	NG0003994	NG0004196	NG0004442	NG0004659	NG0004846	NG0005015	NG0005196
NG0003836	NG0003996	NG0004216	NG0004444	NG0004663	NG0004847	NG0005016	NG0005199
NG0003844	NG0004005	NG0004218	NG0004445	NG0004664	NG0004849	NG0005019	NG0005200
NG0003848	NG0004007	NG0004220	NG0004448	NG0004666	NG0004853	NG0005020	NG0005207
NG0003849	NG0004013	NG0004222	NG0004449	NG0004667	NG0004858	NG0005021	NG0005208
NG0003858	NG0004016	NG0004227	NG0004451	NG0004668	NG0004859	NG0005024	NG0005210
NG0003859	NG0004017	NG0004228	NG0004452	NG0004669	NG0004866	NG0005029	NG0005216
NG0003860	NG0004020	NG0004229	NG0004454	NG0004673	NG0004867	NG0005030	NG0005217
NG0003872	NG0004023	NG0004245	NG0004463	NG0004676	NG0004868	NG0005032	NG0005218
NG0003873	NG0004035	NG0004246	NG0004469	NG0004679	NG0004871	NG0005048	NG0005219
NG0003876	NG0004036	NG0004251	NG0004471	NG0004680	NG0004872	NG0005052	NG0005220
NG0003877	NG0004042	NG0004260	NG0004472	NG0004681	NG0004873	NG0005053	NG0005221
NG0003882	NG0004045	NG0004261	NG0004473	NG0004683	NG0004876	NG0005056	NG0005222
NG0003883	NG0004046	NG0004262	NG0004476	NG0004691	NG0004882	NG0005059	NG0005226
NG0003884	NG0004047	NG0004267	NG0004479	NG0004693	NG0004886	NG0005061	NG0005233
NG0003889	NG0004053	NG0004271	NG0004480	NG0004699	NG0004887	NG0005074	NG0005234
NG0003890	NG0004054	NG0004280	NG0004481	NG0004705	NG0004891	NG0005077	NG0005239
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NG0003899	NG0004062	NG0004285	NG0004491	NG0004709	NG0004897	NG0005079	NG0005241
NG0003900	NG0004064	NG0004294	NG0004492	NG0004711	NG0004898	NG0005081	NG0005242
NG0003901	NG0004071	NG0004295	NG0004493	NG0004713	NG0004904	NG0005084	NG0005245
NG0003902	NG0004074	NG0004297	NG0004494	NG0004715	NG0004905	NG0005087	NG0005249
NG0003904	NG0004075	NG0004298	NG0004496	NG0004716	NG0004906	NG0005093	NG0005250
NG0003908	NG0004082	NG0004301	NG0004497	NG0004717	NG0004907	NG0005097	NG0005251
NG0003909	NG0004083	NG0004306	NG0004507	NG0004719	NG0004908	NG0005100	NG0005255
NG0003917	NG0004084	NG0004310	NG0004511	NG0004728	NG0004912	NG0005101	NG0005264
NG0003918	NG0004086	NG0004311	NG0004521	NG0004729	NG0004913	NG0005104	NG0005265
NG0003919	NG0004087	NG0004312	NG0004525	NG0004733	NG0004918	NG0005107	NG0005266
NG0003920	NG0004092	NG0004329	NG0004526	NG0004734	NG0004919	NG0005108	NG0005281
NG0003921	NG0004093	NG0004332	NG0004531	NG0004737	NG0004921	NG0005110	NG0005282
NG0003924	NG0004104	NG0004333	NG0004532	NG0004743	NG0004923	NG0005111	NG0005283
NG0003926	NG0004106	NG0004335	NG0004539	NG0004748	NG0004924	NG0005120	NG0005284
NG0003927	NG0004107	NG0004341	NG0004540	NG0004753	NG0004927	NG0005122	NG0005285

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

NG0005286	NG0005443	NG0005581	NG0005758	NG0005987	NG0006139	NG0006352	NG0006558
NG0005287	NG0005444	NG0005583	NG0005765	NG0005990	NG0006155	NG0006353	NG0006559
NG0005288	NG0005446	NG0005584	NG0005767	NG0005992	NG0006162	NG0006354	NG0006560
NG0005292	NG0005447	NG0005589	NG0005769	NG0005998	NG0006168	NG0006356	NG0006572
NG0005293	NG0005448	NG0005597	NG0005770	NG0006001	NG0006169	NG0006357	NG0006573
NG0005295	NG0005451	NG0005599	NG0005773	NG0006010	NG0006172	NG0006364	NG0006576
NG0005296	NG0005452	NG0005604	NG0005777	NG0006011	NG0006179	NG0006366	NG0006577
NG0005300	NG0005455	NG0005605	NG0005778	NG0006014	NG0006186	NG0006367	NG0006592
NG0005301	NG0005456	NG0005613	NG0005779	NG0006015	NG0006187	NG0006368	NG0006597
NG0005302	NG0005461	NG0005615	NG0005788	NG0006016	NG0006202	NG0006369	NG0006598
NG0005303	NG0005462	NG0005619	NG0005792	NG0006017	NG0006203	NG0006395	NG0006599
NG0005304	NG0005463	NG0005620	NG0005797	NG0006021	NG0006204	NG0006396	NG0006604
NG0005305	NG0005464	NG0005623	NG0005798	NG0006024	NG0006207	NG0006403	NG0006608
NG0005306	NG0005465	NG0005624	NG0005800	NG0006025	NG0006214	NG0006405	NG0006613
NG0005310	NG0005466	NG0005626	NG0005810	NG0006028	NG0006216	NG0006406	NG0006614
NG0005312	NG0005469	NG0005627	NG0005811	NG0006029	NG0006219	NG0006413	NG0006615
NG0005313	NG0005470	NG0005628	NG0005812	NG0006040	NG0006224	NG0006418	NG0006622
NG0005314	NG0005471	NG0005630	NG0005816	NG0006044	NG0006226	NG0006420	NG0006623
NG0005323	NG0005472	NG0005631	NG0005818	NG0006045	NG0006227	NG0006429	NG0006624
NG0005324	NG0005474	NG0005637	NG0005819	NG0006046	NG0006229	NG0006431	NG0006625
NG0005331	NG0005477	NG0005639	NG0005824	NG0006049	NG0006234	NG0006434	NG0006627
NG0005337	NG0005480	NG0005643	NG0005825	NG0006050	NG0006239	NG0006437	NG0006631
NG0005340	NG0005481	NG0005644	NG0005829	NG0006051	NG0006242	NG0006441	NG0006634
NG0005343	NG0005484	NG0005645	NG0005830	NG0006054	NG0006244	NG0006443	NG0006635
NG0005344	NG0005485	NG0005646	NG0005837	NG0006055	NG0006246	NG0006447	NG0006646
NG0005349	NG0005487	NG0005648	NG0005838	NG0006061	NG0006247	NG0006449	NG0006647
NG0005350	NG0005489	NG0005658	NG0005841	NG0006062	NG0006248	NG0006453	NG0006654
NG0005351	NG0005492	NG0005659	NG0005842	NG0006063	NG0006249	NG0006456	NG0006656
NG0005352	NG0005494	NG0005661	NG0005850	NG0006064	NG0006252	NG0006458	NG0006657
NG0005353	NG0005495	NG0005663	NG0005857	NG0006071	NG0006253	NG0006459	NG0006659
NG0005355	NG0005496	NG0005665	NG0005864	NG0006072	NG0006255	NG0006460	NG0006660
NG0005356	NG0005497	NG0005666	NG0005875	NG0006073	NG0006260	NG0006465	NG0006661
NG0005363	NG0005504	NG0005667	NG0005876	NG0006074	NG0006261	NG0006466	NG0006662
NG0005364	NG0005512	NG0005674	NG0005878	NG0006078	NG0006263	NG0006467	NG0006666
NG0005365	NG0005513	NG0005676	NG0005879	NG0006080	NG0006268	NG0006468	NG0006669
NG0005369	NG0005517	NG0005677	NG0005881	NG0006084	NG0006270	NG0006473	NG0006671
NG0005371	NG0005519	NG0005681	NG0005882	NG0006088	NG0006277	NG0006482	NG0006672
NG0005375	NG0005520	NG0005684	NG0005883	NG0006089	NG0006280	NG0006484	NG0006674
NG0005379	NG0005521	NG0005686	NG0005886	NG0006090	NG0006281	NG0006485	NG0006675
NG0005380	NG0005522	NG0005687	NG0005893	NG0006091	NG0006282	NG0006492	NG0006678
NG0005383	NG0005523	NG0005688	NG0005895	NG0006094	NG0006297	NG0006493	NG0006679
NG0005384	NG0005524	NG0005689	NG0005896	NG0006095	NG0006305	NG0006494	NG0006682
NG0005392	NG0005525	NG0005690	NG0005899	NG0006096	NG0006306	NG0006495	NG0006689
NG0005399	NG0005526	NG0005691	NG0005903	NG0006097	NG0006311	NG0006496	NG0006694
NG0005400	NG0005527	NG0005693	NG0005907	NG0006103	NG0006312	NG0006501	NG0006699
NG0005401	NG0005530	NG0005697	NG0005922	NG0006106	NG0006314	NG0006503	NG0006700
NG0005402	NG0005535	NG0005698	NG0005928	NG0006112	NG0006315	NG0006511	NG0006707
NG0005403	NG0005542	NG0005702	NG0005931	NG0006117	NG0006319	NG0006515	NG0006708
NG0005404	NG0005543	NG0005718	NG0005932	NG0006118	NG0006321	NG0006517	NG0006715
NG0005405	NG0005553	NG0005719	NG0005933	NG0006119	NG0006323	NG0006523	NG0006716
NG0005411	NG0005556	NG0005720	NG0005934	NG0006120	NG0006330	NG0006524	NG0006735
NG0005414	NG0005557	NG0005724	NG0005935	NG0006126	NG0006331	NG0006531	NG0006736
NG0005415	NG0005558	NG0005726	NG0005941	NG0006127	NG0006332	NG0006532	NG0006737
NG0005417	NG0005559	NG0005732	NG0005948	NG0006128	NG0006333	NG0006536	NG0006739
NG0005419	NG0005570	NG0005733	NG0005953	NG0006129	NG0006334	NG0006537	NG0006751
NG0005424	NG0005571	NG0005739	NG0005957	NG0006130	NG0006335	NG0006541	NG0006752
NG0005425	NG0005572	NG0005745	NG0005960	NG0006132	NG0006338	NG0006543	NG0006756
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NG0005437	NG0005578	NG0005752	NG0005976	NG0006135	NG0006342	NG0006552	NG0006769
NG0005438	NG0005579	NG0005754	NG0005978	NG0006137	NG0006345	NG0006554	NG0006774
NG0005439	NG0005580	NG0005757	NG0005981	NG0006138	NG0006347	NG0006555	NG0006775

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NG0006781	NG0006983	NG0007180	PM2000045	PM2200179	PM2200478	PM2200637	PM2200918
NG0006785	NG0006984	NG0007181	PM2000052	PM2200183	PM2200482	PM2200638	PM2200919
NG0006786	NG0006985	NG0007182	PM2200002	PM2200184	PM2200485	PM2200640	PM2200924
NG0006788	NG0006986	NG0007183	PM2200004	PM2200193	PM2200487	PM2200641	PM2200932
NG0006789	NG0006989	NG0007184	PM2200007	PM2200197	PM2200489	PM2200643	PM2200945
NG0006792	NG0006993	NG0007192	PM2200008	PM2200206	PM2200493	PM2200644	PM2200946
NG0006793	NG0007006	NG0007199	PM2200015	PM2200208	PM2200494	PM2200645	PM2200947
NG0006798	NG0007014	NG0007205	PM2200016	PM2200209	PM2200495	PM2200646	PM2200949
NG0006802	NG0007016	NG0007206	PM2200020	PM2200215	PM2200496	PM2200647	PM2200957
NG0006803	NG0007017	NG0007207	PM2200022	PM2200224	PM2200498	PM2200648	PM2200958
NG0006809	NG0007020	NG0007208	PM2200023	PM2200225	PM2200502	PM2200649	PM2200961
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NG0006812	NG0007022	NG0007210	PM2200031	PM2200236	PM2200507	PM2200653	PM2200964
NG0006814	NG0007023	NG0007211	PM2200040	PM2200240	PM2200508	PM2200654	PM2200975
NG0006815	NG0007029	NG0007212	PM2200042	PM2200244	PM2200510	PM2200655	PM2200979
NG0006819	NG0007035	NG0007214	PM2200043	PM2200250	PM2200512	PM2200656	PM2200981
NG0006820	NG0007036	NG0007215	PM2200047	PM2200252	PM2200513	PM2200659	PM2200982
NG0006822	NG0007040	NG0007227	PM2200048	PM2200255	PM2200514	PM2200660	PM2200983
NG0006830	NG0007041	NG0007233	PM2200049	PM2200261	PM2200518	PM2200663	PM2200986
NG0006836	NG0007046	NG0007234	PM2200056	PM2200270	PM2200519	PM2200668	PM2200987
NG0006837	NG0007047	NG0007236	PM2200057	PM2200271	PM2200520	PM2200671	SE0000002
NG0006844	NG0007050	NG0007244	PM2200063	PM2200277	PM2200521	PM2200672	SE0000009
NG0006846	NG0007051	NG0007245	PM2200064	PM2200281	PM2200523	PM2200673	SE0000015
NG0006848	NG0007053	NG0007250	PM2200065	PM2200285	PM2200525	PM2200677	SE0000016
NG0006851	NG0007054	NG0007251	PM2200067	PM2200286	PM2200526	PM2200678	SH0000021
NG0006852	NG0007064	NG0007253	PM2200068	PM2200289	PM2200529	PM2200680	SH0000023
NG0006859	NG0007066	NG0007254	PM2200072	PM2200292	PM2200530	PM2200681	SH0000027
NG0006865	NG0007070	NG0007256	PM2200073	PM2200293	PM2200531	PM2200683	SH0000029
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NG0006871	NG0007079	NG0007260	PM2200077	PM2200312	PM2200537	PM2200688	SH0000035
NG0006873	NG0007080	NG0007261	PM2200078	PM2200321	PM2200540	PM2200689	SH0000037
NG0006875	NG0007084	NG0007265	PM2200080	PM2200324	PM2200542	PM2200723	SH0000038
NG0006876	NG0007092	NG0007267	PM2200082	PM2200326	PM2200543	PM2200743	SH0000040
NG0006883	NG0007093	NG0007278	PM2200085	PM2200327	PM2200544	PM2200756	SH0000041
NG0006886	NG0007094	NG0007279	PM2200087	PM2200330	PM2200545	PM2200757	SH0000046
NG0006889	NG0007095	NG0007282	PM2200090	PM2200337	PM2200546	PM2200765	SH0000047
NG0006892	NG0007096	NG0007283	PM2200097	PM2200365	PM2200549	PM2200767	SH0000053
NG0006896	NG0007100	NG0007287	PM2200098	PM2200366	PM2200556	PM2200802	SH0000054
NG0006897	NG0007101	NG0007291	PM2200105	PM2200373	PM2200557	PM2200803	SH0000055
NG0006904	NG0007102	NG0007292	PM2200110	PM2200374	PM2200560	PM2200816	SH0000059
NG0006905	NG0007118	NG0007293	PM2200111	PM2200375	PM2200561	PM2200824	SH0000061
NG0006909	NG0007121	NG0007294	PM2200113	PM2200378	PM2200562	PM2200829	SH0000070
NG0006913	NG0007125	NG0007300	PM2200114	PM2200382	PM2200563	PM2200830	SH0000075
NG0006915	NG0007132	PF0000021	PM2200115	PM2200387	PM2200567	PM2200834	SH0000085
NG0006916	NG0007133	PF0000023	PM2200119	PM2200391	PM2200573	PM2200835	SL1000083
NG0006918	NG0007134	PF0000032	PM2200120	PM2200392	PM2200574	PM2200839	SL1000089
NG0006925	NG0007139	PF0000033	PM2200121	PM2200399	PM2200579	PM2200840	SL1000104
NG0006930	NG0007140	PF0000037	PM2200130	PM2200401	PM2200589	PM2200841	SL1000124
NG0006934	NG0007144	PF0000044	PM2200131	PM2200402	PM2200590	PM2200846	SL1000144
NG0006935	NG0007147	PF0000046	PM2200144	PM2200405	PM2200592	PM2200847	SL1000145
NG0006938	NG0007149	PF0000047	PM2200145	PM2200409	PM2200596	PM2200852	SL1000147
NG0006944	NG0007151	PF0000048	PM2200149	PM2200422	PM2200597	PM2200853	SL1000148
NG0006950	NG0007154	PF0000051	PM2200150	PM2200424	PM2200598	PM2200855	SL1000153
NG0006951	NG0007156	PM2000005	PM2200155	PM2200435	PM2200599	PM2200856	SL1000170
NG0006956	NG0007158	PM2000007	PM2200160	PM2200437	PM2200600	PM2200860	SL1000185
NG0006958	NG0007163	PM2000008	PM2200161	PM2200440	PM2200604	PM2200863	SL1000186
NG0006964	NG0007168	PM2000011	PM2200162	PM2200442	PM2200606	PM2200878	SL1000187
NG0006965	NG0007170	PM2000013	PM2200173	PM2200447	PM2200611	PM2200883	SL1000197
NG0006966	NG0007171	PM2000014	PM2200174	PM2200448	PM2200619	PM2200884	SL1000198
NG0006969	NG0007174	PM2000015	PM2200176	PM2200457	PM2200627	PM2200886	SL1000199
NG0006976	NG0007175	PM2000016	PM2200177	PM2200458	PM2200631	PM2200891	SL1000208
NG0006981	NG0007179	PM2000024	PM2200178	PM2200477	PM2200635	PM2200893	SL1000212

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SL1000213	SL1000543	SL1000873	TF0000002	W1B001171	WL00315960	WL00371890	WL00402940
SL1000215	SL1000547	SL1000874	TF0000004	W1B001172	WL00316890	WL00371940	WL00403620
SL1000233	SL1000559	SL1000877	TF0000005	W1B001174	WL00319640	WL00372690	WL00403840
SL1000234	SL1000560	SL1000882	TF0000006	W1B001195	WL00320240	WL00373570	WL00403930
SL1000238	SL1000563	SL1000885	TF0000007	W1B001196	WL00322140	WL00374000	WL00404080
SL1000242	SL1000564	SL1000890	TF0000009	W1B001198	WL00322950	WL00375290	WL00404770
SL1000243	SL1000565	SL1000891	TF0000010	W1B001214	WL00323000	WL00375880	WL00404890
SL1000245	SL1000567	SL1000892	TF0000011	W1B001222	WL00323700	WL00376010	WL00405020
SL1000252	SL1000572	SL1000895	TF0000015	W1B001223	WL00325910	WL00376100	WL00405070
SL1000253	SL1000573	SL1000902	TF0000016	W1B001251	WL00325930	WL00377100	WL00405100
SL1000262	SL1000575	SL1000905	TF0000017	W1B001264	WL00327260	WL00378370	WL00405250
SL1000263	SL1000585	SL1000908	TF0000020	WL00202660	WL00327830	WL00378640	WL00405300
SL1000265	SL1000588	SL1000909	TF0000024	WL00232280	WL00328660	WL00378670	WL00405370
SL1000268	SL1000592	SL1000917	TF0000026	WL00244090	WL00329770	WL00378890	WL00405690
SL1000271	SL1000597	SL1000933	TF0000028	WL00246430	WL00330210	WL00378910	WL00405710
SL1000300	SL1000598	SL1000934	TF0000029	WL00248550	WL00330680	WL00379640	WL00406630
SL1000303	SL1000601	SL1000936	TF0000038	WL00253230	WL00331780	WL00380130	WL00407190
SL1000305	SL1000602	SL1000943	TF0000040	WL00264340	WL00331940	WL00380570	WL00407560
SL1000307	SL1000603	SL1000944	TF0000042	WL00265160	WL00332930	WL00380810	WL00407880
SL1000308	SL1000607	SL1000951	TF0000043	WL00268550	WL00333900	WL00381300	WL00408090
SL1000309	SL1000616	SL1000969	TF0000044	WL00268620	WL00335880	WL00381530	WL00408350
SL1000321	SL1000617	SL1000972	TF0000045	WL00269070	WL00335960	WL00382550	WL00408580
SL1000331	SL1000625	SL1000975	TF0000046	WL00270930	WL00338110	WL00384050	WL00409130
SL1000356	SL1000630	SL1000993	TF0000047	WL00271300	WL00338600	WL00384550	WL00409290
SL1000364	SL1000632	SL1000996	TF0000049	WL00272260	WL00339000	WL00385860	WL00410850
SL1000366	SL1000643	SL1000997	TF0000050	WL00276030	WL00339010	WL00387170	WL00412570
SL1000370	SL1000655	SL1000998	TF0000051	WL00277240	WL00339360	WL00387320	WL00413280
SL1000371	SL1000678	SL1000999	TF0000055	WL00278630	WL00339850	WL00388140	WL00414710
SL1000375	SL1000695	SL1001000	TF0000056	WL00287440	WL00339980	WL00388290	WL00414770
SL1000380	SL1000698	SL1001001	TF0000059	WL00287650	WL00340150	WL00389230	WL00415960
SL1000384	SL1000705	SL1001008	TF0000060	WL00289090	WL00340250	WL00389820	WL00416180
SL1000392	SL1000711	SL1001009	TF0000062	WL00291480	WL00341000	WL00390270	WL00418380
SL1000398	SL1000712	SL1001011	TF0000065	WL00292720	WL00341670	WL00390770	WL00418560
SL1000401	SL1000714	SL1001023	TF0000066	WL00292860	WL00343660	WL00391320	WL00418650
SL1000404	SL1000716	SL1001024	TF0000067	WL00292880	WL00344070	WL00391720	WL00418680
SL1000427	SL1000717	SL1001027	TF0000068	WL00293370	WL00344310	WL00391930	WL00418720
SL1000428	SL1000728	SL1001035	TF0000070	WL00294620	WL00345540	WL00392270	WL00418800
SL1000435	SL1000729	SL1001036	TF0000071	WL00294670	WL00345890	WL00392520	WL00419790
SL1000436	SL1000730	SL1001043	TF0000072	WL00294700	WL00346900	WL00392530	WL00419840
SL1000438	SL1000732	SL1001044	TF0000074	WL00299120	WL00348710	WL00392970	WL00420240
SL1000439	SL1000733	SL1001045	W1B001029	WL00299190	WL00349670	WL00393080	WL00420950
SL1000441	SL1000739	SL1001058	W1B001030	WL00299350	WL00353370	WL00393220	WL00421340
SL1000442	SL1000740	SL1001066	W1B001054	WL00299640	WL00353430	WL00393230	WL00421900
SL1000443	SL1000745	SL1001074	W1B001060	WL00299750	WL00354320	WL00393270	WL00422180
SL1000444	SL1000752	SL1001086	W1B001064	WL00299780	WL00356100	WL00393360	WL00422190
SL1000447	SL1000753	SL1001089	W1B001065	WL00300690	WL00356160	WL00393590	WL00422210
SL1000450	SL1000776	SL1001105	W1B001066	WL00301210	WL00356380	WL00393670	WL00422660
SL1000451	SL1000777	SL1001106	W1B001068	WL00303990	WL00358160	WL00394040	WL00422740
SL1000462	SL1000778	SL1001117	W1B001069	WL00304640	WL00362340	WL00400370	WL00423760
SL1000464	SL1000779	SL1001122	W1B001070	WL00304650	WL00362370	WL00400390	WL00423980
SL1000477	SL1000788	SL1001124	W1B001071	WL00305990	WL00363400	WL00400940	WL00424310
SL1000478	SL1000815	SL1001125	W1B001072	WL00306710	WL00363610	WL00400990	WL00424520
SL1000479	SL1000818	SL1001126	W1B001073	WL00306720	WL00364540	WL00401040	WL00424890
SL1000482	SL1000827	SL1001129	W1B001074	WL00306750	WL00364790	WL00401380	WL00424930
SL1000483	SL1000828	SL1001130	W1B001096	WL00306860	WL00365680	WL00401770	WL00425190
SL1000484	SL1000829	SL1001131	W1B001097	WL00308230	WL00365720	WL00401790	WL00425310
SL1000497	SL1000837	SL1001136	W1B001120	WL00308650	WL00367090	WL00401890	WL00425450
SL1000498	SL1000838	SL1001138	W1B001125	WL00308980	WL00367850	WL00402270	WL00426480
SL1000507	SL1000856	SL1001145	W1B001133	WL00311480	WL00368010	WL00402290	WL00426760
SL1000525	SL1000862	SL1001146	W1B001141	WL00311790	WL00369160	WL00402320	WL00427370
SL1000533	SL1000866	SL1001155	W1B001147	WL00312560	WL00369540	WL00402850	WL00427470
SL1000534	SL1000869	TF0000001	W1B001157	WL00315950	WL00371430	WL00402890	WL00427660

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

WL00428100	WL00445050	WL00467190	WL00486870	WL00508990	WL00530010	WL00548620	WL00560300
WL00428220	WL00445430	WL00467210	WL00488270	WL00509590	WL00530060	WL00548640	WL00560370
WL00428570	WL00445500	WL00467650	WL00488450	WL00509850	WL00530200	WL00548650	WL00561140
WL00429090	WL00445870	WL00467930	WL00488650	WL00509860	WL00531290	WL00549520	WL00561190
WL00429150	WL00446150	WL00467940	WL00489660	WL00510620	WL00531320	WL00549560	WL00561230
WL00429160	WL00446390	WL00468480	WL00490160	WL00510640	WL00532100	WL00550070	WL00561860
WL00429280	WL00446520	WL00468650	WL00490290	WL00510740	WL00532580	WL00550260	WL00562130
WL00429500	WL00446540	WL00469280	WL00490950	WL00510920	WL00533540	WL00550700	WL00562230
WL00429690	WL00446670	WL00470730	WL00490980	WL00511200	WL00533720	WL00550760	WL00562580
WL00430450	WL00446820	WL00470760	WL00491130	WL00511300	WL00534260	WL00551570	WL00562600
WL00430640	WL00446890	WL00471470	WL00491140	WL00512300	WL00535970	WL00551690	WL00562790
WL00431150	WL00446940	WL00471490	WL00491300	WL00512350	WL00536140	WL00551730	WL00562930
WL00431560	WL00447570	WL00471860	WL00491890	WL00512810	WL00536530	WL00551790	WL00563020
WL00432230	WL00448080	WL00472070	WL00492530	WL00513780	WL00536570	WL00551810	WL00563180
WL00432330	WL00448280	WL00472080	WL00492730	WL00515200	WL00536590	WL00551820	WL00563600
WL00432700	WL00448630	WL00472600	WL00493380	WL00516130	WL00536610	WL00552090	WL00563820
WL00432980	WL00449070	WL00472890	WL00493790	WL00516230	WL00536930	WL00552120	WL00564140
WL00433000	WL00449220	WL00473100	WL00493890	WL00516430	WL00537110	WL00552130	WL00564230
WL00434060	WL00449680	WL00473310	WL00494170	WL00516740	WL00537330	WL00552210	WL00565020
WL00434440	WL00449690	WL00473560	WL00494340	WL00517070	WL00537500	WL00552800	WL00565030
WL00435340	WL00449960	WL00473880	WL00494930	WL00517440	WL00537860	WL00552810	WL00565120
WL00435400	WL00449980	WL00474220	WL00494940	WL00518120	WL00537870	WL00552940	WL00565570
WL00435510	WL00451160	WL00474370	WL00495020	WL00518130	WL00538670	WL00553160	WL00565660
WL00435590	WL00451950	WL00474400	WL00495130	WL00518150	WL00538800	WL00553400	WL00565770
WL00435600	WL00452130	WL00474900	WL00495140	WL00518410	WL00538820	WL00554110	WL00566140
WL00436340	WL00452610	WL00475040	WL00495160	WL00518480	WL00539020	WL00554540	WL00566260
WL00436910	WL00453580	WL00475080	WL00495180	WL00519470	WL00539310	WL00554650	WL00566390
WL00437090	WL00454020	WL00475780	WL00495320	WL00519920	WL00539460	WL00554670	WL00566620
WL00437100	WL00454160	WL00476050	WL00500380	WL00520040	WL00539570	WL00554830	WL00566750
WL00437350	WL00454230	WL00476220	WL00500400	WL00520640	WL00539720	WL00554850	WL00567050
WL00437360	WL00454240	WL00477490	WL00500440	WL00520710	WL00539760	WL00554930	WL00567230
WL00437410	WL00454460	WL00477650	WL00500620	WL00520760	WL00540080	WL00554980	WL00567770
WL00438260	WL00455280	WL00477740	WL00500980	WL00520810	WL00540110	WL00555180	WL00568230
WL00438410	WL00456130	WL00477860	WL00501070	WL00521260	WL00540120	WL00555310	WL00568560
WL00438670	WL00456650	WL00478920	WL00501350	WL00521520	WL00540160	WL00555450	WL00568840
WL00439280	WL00457790	WL00478970	WL00501400	WL00522520	WL00540370	WL00555640	WL00569020
WL00439440	WL00457800	WL00479180	WL00501600	WL00523120	WL00541510	WL00555660	WL00569200
WL00439500	WL00458160	WL00479900	WL00501650	WL00523190	WL00541680	WL00555720	WL00569350
WL00439750	WL00458790	WL00480150	WL00501880	WL00523260	WL00542030	WL00555790	WL00569360
WL00439890	WL00459130	WL00480200	WL00501960	WL00523490	WL00542070	WL00555800	WL00569740
WL00440090	WL00459280	WL00480630	WL00502140	WL00523830	WL00542800	WL00555820	WL00570290
WL00440270	WL00459290	WL00480840	WL00502290	WL00524790	WL00543010	WL00555840	WL00570490
WL00440280	WL00459410	WL00481630	WL00502620	WL00525180	WL00543250	WL00555870	WL00571030
WL00440290	WL00459480	WL00482030	WL00503330	WL00525710	WL00543300	WL005556340	WL00571070
WL00440590	WL00459490	WL00482410	WL00503820	WL00525850	WL00543320	WL005556640	WL00571600
WL00440690	WL00459580	WL00482650	WL00504090	WL00526240	WL00543380	WL005557080	WL00571840
WL00440700	WL00460450	WL00482680	WL00504230	WL00526750	WL00543390	WL005557240	WL00571860
WL00440890	WL00460600	WL00483380	WL00504510	WL00527080	WL00543480	WL005557250	WL00572290
WL00441180	WL00461410	WL00483670	WL00504650	WL00527340	WL00544720	WL005557500	WL00573380
WL00441210	WL00461490	WL00483870	WL00504710	WL00527360	WL00545120	WL005557640	WL00573580
WL00441570	WL00461720	WL00484040	WL00504990	WL00527590	WL00545410	WL005557680	WL00573590
WL00442070	WL00462120	WL00484110	WL00505030	WL00527850	WL00545780	WL005557710	WL00573700
WL00442340	WL00462150	WL00484120	WL00505060	WL00527860	WL00545890	WL005557820	WL00573730
WL00442350	WL00462230	WL00484340	WL00505230	WL00527970	WL00545950	WL005558070	WL00573790
WL00442360	WL00462760	WL00484380	WL00505400	WL00528710	WL00546070	WL005558280	WL00573860
WL00442570	WL00463370	WL00485260	WL00505770	WL00528790	WL00547630	WL005558440	WL00574150
WL00442630	WL00463730	WL00485550	WL00505910	WL00528890	WL00547800	WL005558810	WL00574270
WL00442820	WL00464200	WL00485850	WL00505950	WL00529540	WL00547850	WL005558900	WL00574740
WL00443430	WL00464660	WL00486140	WL00506730	WL00529670	WL00547870	WL005559230	WL00575010
WL00443770	WL00465980	WL00486320	WL00507790	WL00529740	WL00547920	WL005559370	WL00575110
WL00444060	WL00466120	WL00486340	WL00507800	WL00529770	WL00547970	WL005559400	WL00575460
WL00444670	WL00466420	WL00486640	WL00508790	WL00530000	WL00548570	WL005559870	WL00575570

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WL00575640	WL00593050	WL00611650	WL00631120	WL00648390	WL00662700	WL00675470	WL00694410
WL00577590	WL00593640	WL00611850	WL00631300	WL00649120	WL00662710	WL00675650	WL00694460
WL00578430	WL00593980	WL00612200	WL00631870	WL00649330	WL00662720	WL00675750	WL00694680
WL00579020	WL00594240	WL00612680	WL00632040	WL00649470	WL00662980	WL00676060	WL00694980
WL00579130	WL00594470	WL00612730	WL00632160	WL00649560	WL00663710	WL00676900	WL00695000
WL00579290	WL00594550	WL00612950	WL00632390	WL00649600	WL00664030	WL00677370	WL00695250
WL00579440	WL00594590	WL00612980	WL00632670	WL00649960	WL00664270	WL00678460	WL00695650
WL00579590	WL00594990	WL00613330	WL00632690	WL00649980	WL00664400	WL00678730	WL00695860
WL00579600	WL00595620	WL00613380	WL00632750	WL00649990	WL00664570	WL00679560	WL00696040
WL00579770	WL00595810	WL00613720	WL00633010	WL00650010	WL00664840	WL00679950	WL00696280
WL00579830	WL00596150	WL00613860	WL00633390	WL00650170	WL00664850	WL00680370	WL00696380
WL00580550	WL00596320	WL00614120	WL00633490	WL00650250	WL00665120	WL00680840	WL00696500
WL00580790	WL00596420	WL00614750	WL00633520	WL00650260	WL00665170	WL00681050	WL00696650
WL00580800	WL00596500	WL00615860	WL00633970	WL00650340	WL00665180	WL00681100	WL00696670
WL00580930	WL00596920	WL00616050	WL00634850	WL00650540	WL00665270	WL00681360	WL00697040
WL00581260	WL00596930	WL00616460	WL00634920	WL00650590	WL00665370	WL00681370	WL00697130
WL00581800	WL00597170	WL00616610	WL00635090	WL00650620	WL00665600	WL00681810	WL00697180
WL00581820	WL00597200	WL00616830	WL00635370	WL00651060	WL00665950	WL00682030	WL00697310
WL00582390	WL00597240	WL00616840	WL00635430	WL00651080	WL00666260	WL00682180	WL00697420
WL00582420	WL00597470	WL00617200	WL00635440	WL00651770	WL00666660	WL00682350	WL00697510
WL00582690	WL00597730	WL00617500	WL00635610	WL00651780	WL00666980	WL00682760	WL00697650
WL00583050	WL00597950	WL00617570	WL00635710	WL00651970	WL00667150	WL00684300	WL00698220
WL00583200	WL00598070	WL00617800	WL00635750	WL00652010	WL00667230	WL00684820	WL00698340
WL00583260	WL00598140	WL00617880	WL00636110	WL00652060	WL00667370	WL00685180	WL00698350
WL00583330	WL00598380	WL00618080	WL00636200	WL00652420	WL00667380	WL00685440	WL00698370
WL00583410	WL00598520	WL00619220	WL00636590	WL00652860	WL00667500	WL00685470	WL00699010
WL00583840	WL00599010	WL00619250	WL00636780	WL00652930	WL00667690	WL00685520	WL00699150
WL00584010	WL00599360	WL00619740	WL00636990	WL00653350	WL00668060	WL00685530	WL00699180
WL00584280	WL00599530	WL00620590	WL00637040	WL00653640	WL00668190	WL00685670	WL00699560
WL00584370	WL00599640	WL00621080	WL00637330	WL00654090	WL00668210	WL00685880	WL00700040
WL00584400	WL00600360	WL00621570	WL00637640	WL00654760	WL00668630	WL00686410	WL00700140
WL00584520	WL00601140	WL00621900	WL00637690	WL00654790	WL00668710	WL00686730	WL00700740
WL00585000	WL00601540	WL00622000	WL00638020	WL00654900	WL00668730	WL00687290	WL00700760
WL00585140	WL00601750	WL00622520	WL00638520	WL00655360	WL00668770	WL00687340	WL00700930
WL00585240	WL00601780	WL00622630	WL00638870	WL00655430	WL00668920	WL00688000	WL00701080
WL00585580	WL00602000	WL00623140	WL00639080	WL00655500	WL00669120	WL00688110	WL00701530
WL00586120	WL00602140	WL00623310	WL00639120	WL00655670	WL00669150	WL00688270	WL00701840
WL00586550	WL00603810	WL00623410	WL00639820	WL00655830	WL00669320	WL00688460	WL00701860
WL00586560	WL00603970	WL00624270	WL00640150	WL00655920	WL00669470	WL00688520	WL00702010
WL00586680	WL00604020	WL00625230	WL00640470	WL00656000	WL00669610	WL00688560	WL00702260
WL00586690	WL00604450	WL00625350	WL00640490	WL00656640	WL00670020	WL00688620	WL00702290
WL00587150	WL00604950	WL00625470	WL00640620	WL00656690	WL00670120	WL00688780	WL00702300
WL00587270	WL00605240	WL00625810	WL00640630	WL00656990	WL00670390	WL00689230	WL00702320
WL00587330	WL00605450	WL00626670	WL00640800	WL00657000	WL00670440	WL00689450	WL00702820
WL00588250	WL00605860	WL00627360	WL00641390	WL00657600	WL00670790	WL00689460	WL00702850
WL00588530	WL00606820	WL00627490	WL00641420	WL00657670	WL00671010	WL00690160	WL00702960
WL00589350	WL00606860	WL00627580	WL00641850	WL00658000	WL00671050	WL00690310	WL00702970
WL00589360	WL00606880	WL00627640	WL00642040	WL00658200	WL00671280	WL00690460	WL00703380
WL00589810	WL00607040	WL00627760	WL00642130	WL00658240	WL00671490	WL00690670	WL00703480
WL00590070	WL00607190	WL00627860	WL00642360	WL00659040	WL00672520	WL00691070	WL00703820
WL00590620	WL00607280	WL00628020	WL00643520	WL00659080	WL00673020	WL00691260	WL00704060
WL00590980	WL00607680	WL00628160	WL00643730	WL00659120	WL00673080	WL00691520	WL00704440
WL00591080	WL00607810	WL00628290	WL00643810	WL00659370	WL00673140	WL00691610	WL00704760
WL00591330	WL00609360	WL00628620	WL00644600	WL00659910	WL00673500	WL00692100	WL00705550
WL00591450	WL00610190	WL00628800	WL00646280	WL00659950	WL00673640	WL00692600	WL00706050
WL00591470	WL00610410	WL00628960	WL00646460	WL00660200	WL00673670	WL00692950	WL00706420
WL00592330	WL00610480	WL00629050	WL00646820	WL00660210	WL00673680	WL00693030	WL00707270
WL00592350	WL00611140	WL00629220	WL00647330	WL00661340	WL00674030	WL00693040	WL00707680
WL00592390	WL00611320	WL00629450	WL00647380	WL00661450	WL00674710	WL00693120	WL00707690
WL00592470	WL00611480	WL00630010	WL00647670	WL00661620	WL00674720	WL00693790	WL00707720
WL00592480	WL00611560	WL00630960	WL00648020	WL00662130	WL00674800	WL00693840	WL00707770
WL00592680	WL00611580	WL00631030	WL00648190	WL00662380	WL00674930	WL00694020	WL00708150

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

WL00708300	WL00729830	WL00744180	WL00760790	WL00778700	WL00793560	WL00808330	WL01001080
WL00709020	WL00730080	WL00744360	WL00761020	WL00779140	WL00793790	WL00808500	WL01001130
WL00710450	WL00730410	WL00744370	WL00761130	WL00779270	WL00794140	WL00808640	WL01001160
WL00710670	WL00730570	WL00744870	WL00761200	WL00779600	WL00794500	WL00809080	WL01001360
WL00711040	WL00730670	WL00745100	WL00761210	WL00779640	WL00794560	WL00809190	WL01001370
WL00712230	WL00731000	WL00745170	WL00761340	WL00779680	WL00794750	WL00809200	WL01001480
WL00712810	WL00731260	WL00745570	WL00761600	WL00779810	WL00795250	WL00809210	WL01001490
WL00714020	WL00731580	WL00745650	WL00763170	WL00780530	WL00795310	WL00809220	WL01001750
WL00714680	WL00731740	WL00745700	WL00763210	WL00780650	WL00795360	WL00809330	WL01001910
WL00715360	WL00732270	WL00745710	WL00763270	WL00780890	WL00795960	WL00809470	WL01002120
WL00715380	WL00732480	WL00745860	WL00763290	WL00781010	WL00796050	WL00809530	WL01002220
WL00715610	WL00732780	WL00746080	WL00763390	WL00781420	WL00796330	WL00809830	WL01003660
WL00716070	WL00732810	WL00746090	WL00763760	WL00782030	WL00796450	WL00810060	WL01005000
WL00716100	WL00732910	WL00746200	WL00764050	WL00782040	WL00796940	WL00810280	WL01005150
WL00716140	WL00733060	WL00746440	WL00764070	WL00782980	WL00797350	WL00810520	WL01006000
WL00716690	WL00733340	WL00746600	WL00764450	WL00783050	WL00797370	WL00810710	WL01006480
WL00716890	WL00733390	WL00746620	WL00764800	WL00783060	WL00797390	WL00810780	WL01006640
WL00716990	WL00733590	WL00747190	WL00764880	WL00783240	WL00797400	WL00810840	WL01007470
WL00717190	WL00733720	WL00747330	WL00765580	WL00783300	WL00797820	WL00810980	WL01007660
WL00717620	WL00733870	WL00747900	WL00765730	WL00784110	WL00798490	WL00811010	WL01008140
WL00717820	WL00734230	WL00748320	WL00765880	WL00784120	WL00798500	WL00811720	WL01008380
WL00718270	WL00734510	WL00748400	WL00765960	WL00784220	WL00798780	WL00811990	WL01008460
WL00718640	WL00734920	WL00748460	WL00766200	WL00784260	WL00798930	WL00812340	WL01008680
WL00718670	WL00734950	WL00748490	WL00766720	WL00785040	WL00798940	WL00812560	WL01008690
WL00718780	WL00735120	WL00748730	WL00767470	WL00785090	WL00799030	WL00812680	WL01008720
WL00719060	WL00735130	WL00748980	WL00767480	WL00785260	WL00799040	WL00812990	WL01008970
WL00719270	WL00736350	WL00749110	WL00768040	WL00785620	WL00799270	WL00813020	WL01010120
WL00719640	WL00736680	WL00749260	WL00768110	WL00785690	WL00799360	WL00813130	WL01010270
WL00719670	WL00737030	WL00749420	WL00768280	WL00786170	WL00800020	WL00813230	WL01010390
WL00720430	WL00737410	WL00749810	WL00768310	WL00786190	WL00800090	WL00813450	WL01010470
WL00720570	WL00737730	WL00750000	WL00768640	WL00786270	WL00800180	WL00813810	WL01010530
WL00721410	WL00737930	WL00750620	WL00769030	WL00786290	WL00800210	WL00813860	WL01010750
WL00721810	WL00738280	WL00751090	WL00769090	WL00786720	WL00800490	WL00814710	WL01010860
WL00722070	WL00739520	WL00751280	WL00770630	WL00787010	WL00800540	WL00814800	WL01011000
WL00722190	WL00738730	WL00751470	WL00769740	WL00787090	WL00800660	WL00814930	WL01011190
WL00722330	WL00738860	WL00751480	WL00770160	WL00787170	WL00800720	WL00815110	WL01011280
WL00722450	WL00739310	WL00751510	WL00770380	WL00787200	WL00801010	WL00815340	WL01011980
WL00722530	WL00739520	WL00751720	WL00770600	WL00787320	WL00801230	WL00815410	WL01012550
WL00723220	WL00739970	WL00751940	WL00770740	WL00787340	WL00801470	WL00816360	WL01012560
WL00723230	WL00740000	WL00752130	WL00770800	WL00788140	WL00802460	WL00816440	WL01012610
WL00723550	WL00740240	WL00752210	WL00771300	WL00788400	WL00803130	WL00816640	WL01012730
WL00723600	WL00740360	WL00752270	WL00771470	WL00788440	WL00803150	WL00816840	WL01013010
WL00723620	WL00740450	WL00752610	WL00771790	WL00788680	WL00803210	WL00817070	WL01013390
WL00723640	WL00740470	WL00753500	WL00771830	WL00789040	WL00803470	WL00817890	WL01015360
WL00724710	WL00740780	WL00753740	WL00772410	WL00789990	WL00803580	WL00818400	WL01015640
WL00724940	WL00741000	WL00754430	WL00772470	WL00790260	WL00804390	WL00818420	WL01016350
WL00725680	WL00741010	WL00754630	WL00772520	WL00791010	WL00804510	WL00818650	WL01016850
WL00725790	WL00741130	WL00755280	WL00772660	WL00791080	WL00804550	WL00818830	WL01017370
WL00725800	WL00741420	WL00755290	WL00773280	WL00791310	WL00805410	WL00818850	WL01017970
WL00726130	WL00741460	WL00755410	WL00773510	WL00791540	WL00805820	WL00818890	WL01018030
WL00726700	WL00741810	WL00755690	WL00773600	WL00791650	WL00805870	WL00819010	WL01018280
WL00726820	WL00741880	WL00758230	WL00774510	WL00791660	WL00806080	WL00819030	WL01018380
WL00727480	WL00741950	WL00758360	WL00774580	WL00792150	WL00806490	WL00819040	WL01018430
WL00727690	WL00742660	WL00758550	WL00775140	WL00792190	WL00806650	WL00819050	WL01018440
WL00728050	WL00742670	WL00758610	WL00775210	WL00792610	WL00807300	WL00819180	WL01018450
WL00728090	WL00742880	WL00758800	WL00775420	WL00792770	WL00807330	WL00819220	WL01018850
WL00728240	WL00743110	WL00759050	WL00775670	WL00792790	WL00807470	WL00819290	WL01019490
WL00728320	WL00743210	WL00759470	WL00775710	WL00792820	WL00807560	WL01000480	WL01019840
WL00729320	WL00743420	WL00759840	WL00776330	WL00793170	WL00807760	WL01000530	WL01019850
WL00729400	WL00743440	WL00760050	WL00776480	WL00793250	WL00808110	WL01000970	WL01019860
WL00729420	WL00743560	WL00760270	WL00777240	WL00793300	WL00808150	WL01000980	WL01020400
WL00729440	WL00743970	WL00760370	WL00778030	WL00793370	WL00808170	WL01001020	WL01021390

ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

WL01021450	WL01040720	WL01056010	WL01077760	WL01104260	WL01124780	WL01154600	WL01178990
WL01021640	WL01041630	WL01056060	WL01078500	WL01104540	WL01125020	WL01154610	WL01179160
WL01021740	WL01041750	WL01056490	WL01078510	WL01105160	WL01126740	WL01154650	WL01179660
WL01021800	WL01041860	WL01057820	WL01078540	WL01105260	WL01126780	WL01155060	WL01179680
WL01022020	WL01042130	WL01058520	WL01078730	WL01105540	WL01126900	WL01155670	WL01179720
WL01022930	WL01042140	WL01058650	WL01078750	WL01105810	WL01126930	WL01156250	WL01181560
WL01023130	WL01042630	WL01058700	WL01080390	WL01106130	WL01128970	WL01156410	WL01182130
WL01023470	WL01042690	WL01058990	WL01080600	WL01106650	WL01129010	WL01157120	WL01182310
WL01023940	WL01043010	WL01059080	WL01081450	WL01106700	WL01129330	WL01157610	WL01182770
WL01024200	WL01043040	WL01059710	WL01081730	WL01107180	WL01129480	WL01158090	WL01182900
WL01024690	WL01043220	WL01060340	WL01082550	WL01107200	WL01131070	WL01159050	WL01183100
WL01025140	WL01043470	WL01060600	WL01082770	WL01107210	WL01131540	WL01159150	WL01183370
WL01025220	WL01043750	WL01061030	WL01083090	WL01108530	WL01132620	WL01159160	WL01183540
WL01025230	WL01043820	WL01061300	WL01083250	WL01108550	WL01132790	WL01159470	WL01183620
WL01025760	WL01043920	WL01062210	WL01083320	WL01108790	WL01133300	WL01159490	WL01183780
WL01025870	WL01043930	WL01062270	WL01083940	WL01109240	WL01133770	WL01159580	WL01183910
WL01026480	WL01043940	WL01062310	WL01084020	WL01109600	WL01133790	WL01159660	WL01186670
WL01026580	WL01043990	WL01062520	WL01084220	WL01109720	WL01134420	WL01160230	WL01186710
WL01026750	WL01044070	WL01063030	WL01084320	WL01109740	WL01134610	WL01160690	WL01187450
WL01026940	WL01044310	WL01063110	WL01084720	WL01110000	WL01135390	WL01161250	WL01188430
WL01027250	WL01044420	WL01063130	WL01084910	WL01110220	WL01136470	WL01161290	WL01188440
WL01027260	WL01044700	WL01063140	WL01085080	WL01110260	WL01137690	WL01161310	WL01189500
WL01027890	WL01044760	WL01063220	WL01085280	WL01111260	WL01138230	WL01161550	WL01189760
WL01028030	WL01044890	WL01063750	WL01085450	WL01111270	WL01138420	WL01161620	WL01190160
WL01028260	WL01045240	WL01064610	WL01085770	WL01111510	WL01138630	WL01161870	WL01190480
WL01028960	WL01045300	WL01064620	WL01086280	WL01112270	WL01139030	WL01162290	WL01191800
WL01029400	WL01045520	WL01065110	WL01086440	WL01112680	WL01139540	WL01162480	WL01192050
WL01029440	WL01045720	WL01065190	WL01086980	WL01112840	WL01140310	WL01163520	WL01192210
WL01029500	WL01045980	WL01065430	WL01087280	WL01113750	WL01140790	WL01163980	WL01192230
WL01029580	WL01046480	WL01065730	WL01087440	WL01114550	WL01141080	WL01165060	WL01193660
WL01029610	WL01047060	WL01066090	WL01088060	WL01115560	WL01141490	WL01165070	WL01194260
WL01029640	WL01047070	WL01066120	WL01090410	WL01116470	WL01142660	WL01165340	WL01195120
WL01030050	WL01047370	WL01066600	WL01090810	WL01116770	WL01143530	WL01165420	WL01195140
WL01030650	WL01047440	WL01066850	WL01091370	WL01116930	WL01144550	WL01165820	WL01195280
WL01031120	WL01048000	WL01066910	WL01091380	WL01116950	WL01144610	WL01167060	WL01195370
WL01031210	WL01048310	WL01067020	WL01091400	WL01117090	WL01145060	WL01168250	WL01196580
WL01031360	WL01048770	WL01067080	WL01092350	WL01117160	WL01145250	WL01168570	WL01196760
WL01031540	WL01048820	WL01067110	WL01092660	WL01117790	WL01145460	WL01168650	WL01197000
WL01031790	WL01049680	WL01068180	WL01092770	WL01117830	WL01146140	WL01168790	WL01197170
WL01032170	WL01049770	WL01068300	WL01092920	WL01118440	WL01146400	WL01169070	WL01197250
WL01032590	WL01049790	WL01068990	WL01093120	WL01118700	WL01146800	WL01170510	WL01197510
WL01033100	WL01050040	WL01069200	WL01093500	WL01118790	WL01146810	WL01170690	WL01197760
WL01033190	WL01050340	WL01069320	WL01093520	WL01119320	WL01146820	WL01170900	WL01197770
WL01033570	WL01050830	WL01069400	WL01094650	WL01119420	WL01146890	WL01170940	WL01197780
WL01033930	WL01051840	WL01069560	WL01095130	WL01119770	WL01147870	WL01171140	WL01197970
WL01034040	WL01052090	WL01071000	WL01095810	WL01120750	WL01149130	WL01171490	WL01199750
WL01034100	WL01052220	WL01071130	WL01096410	WL01121040	WL01149360	WL01171530	WL01199780
WL01034910	WL01052350	WL01071560	WL01096770	WL01121340	WL01149490	WL01172640	WL01199830
WL01034960	WL01052440	WL01072010	WL01096890	WL01121470	WL01149520	WL01172970	WL01200220
WL01035610	WL01052450	WL01072080	WL01097170	WL01121730	WL01149950	WL01173140	WL01202620
WL01035840	WL01052710	WL01072310	WL01098370	WL01122020	WL01150620	WL01173330	WL01202770
WL01036690	WL01052760	WL01072640	WL01098780	WL01122200	WL01150800	WL01173860	WL01203140
WL01037360	WL01053170	WL01072660	WL01098850	WL01122230	WL01151220	WL01174120	WL01203350
WL01037590	WL01053290	WL01072750	WL01099530	WL01122630	WL01151550	WL01174580	WL01204210
WL01037680	WL01053550	WL01073360	WL01099810	WL01123110	WL01151800	WL01175230	WL01205050
WL01037970	WL01053730	WL01073700	WL01101200	WL01123250	WL01152070	WL01175570	WL01206100
WL01038610	WL01055690	WL01074200	WL01102060	WL01123340	WL01152170	WL01175790	WL01206660
WL01038750	WL01055770	WL01074340	WL01102350	WL01123350	WL01152210	WL01175970	WL01207930
WL01038890	WL01055840	WL01075080	WL01103340	WL01123810	WL01152310	WL01176770	WL01208860
WL01039830	WL01055980	WL01077100	WL01103530	WL01124180	WL01153240	WL01177660	WL01209220
WL01040000	WL01055990	WL01077480	WL01104020	WL01124310	WL01153870	WL01177970	WL01209440
WL01040010	WL01056000	WL01077640	WL01104240	WL01124750	WL01154480	WL01178000	WL01209970

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WL01210760	WL01249620	WL01288660	WL01330080	WL01371450	WL01407760	WL01443570	WL01483430
WL01210800	WL01250130	WL01288940	WL01330120	WL01371660	WL01408020	WL01444920	WL01483460
WL01210810	WL01250390	WL01289350	WL01330570	WL01372920	WL01408030	WL01445530	WL01483620
WL01210870	WL01250900	WL01291220	WL01331160	WL01373120	WL01408710	WL01445550	WL01483710
WL01210900	WL01251150	WL01291970	WL01331280	WL01373520	WL01409210	WL01445790	WL01483770
WL01210940	WL01251360	WL01293320	WL01334640	WL01374290	WL01411520	WL01446100	WL01485010
WL01212710	WL01252090	WL01294020	WL01334760	WL01375140	WL01411800	WL01446160	WL01486410
WL01212740	WL01252260	WL01294620	WL01334810	WL01375820	WL01412230	WL01446240	WL01487180
WL01213300	WL01252640	WL01295730	WL01334940	WL01376060	WL01413010	WL01449380	WL01487620
WL01213730	WL01252660	WL01297290	WL01335630	WL01376070	WL01413600	WL01449600	WL01488740
WL01214050	WL01253620	WL01298200	WL01336360	WL01376540	WL01415530	WL01449610	WL01488990
WL01214940	WL01253740	WL01298210	WL01337600	WL01376830	WL01415650	WL01449800	WL01489090
WL01215540	WL01255320	WL01298470	WL01339280	WL01376980	WL01416530	WL01450930	WL01489430
WL01215780	WL01255580	WL01298880	WL01340220	WL01378250	WL01416590	WL01451050	WL01490680
WL01216030	WL01255810	WL01299500	WL01340580	WL01379280	WL01416920	WL01451780	WL01491410
WL01216580	WL01255820	WL01299770	WL01340590	WL01379830	WL01417020	WL01451790	WL01491890
WL01216960	WL01257310	WL01300630	WL01340620	WL01380340	WL01418320	WL01451810	WL01492560
WL01217480	WL01257510	WL01301550	WL01341660	WL01380370	WL01418550	WL01452010	WL01493030
WL01217530	WL01257890	WL01301650	WL01342270	WL01380620	WL01418650	WL01452110	WL01493770
WL01217670	WL01257910	WL01301890	WL01342820	WL01380740	WL01418820	WL01452830	WL01494340
WL01219950	WL01258650	WL01302860	WL01343000	WL01381700	WL01421260	WL01453930	WL01495570
WL01221740	WL01259290	WL01303470	WL01343040	WL01381940	WL01422240	WL01454430	WL01496330
WL01221980	WL01259540	WL01303650	WL01343230	WL01382220	WL01422670	WL01454920	WL01497450
WL01223760	WL01259940	WL01304290	WL01343750	WL01382270	WL01423090	WL01456620	WL01501110
WL01224230	WL01259950	WL01304910	WL01345550	WL01382640	WL01423110	WL01457330	WL01501710
WL01224240	WL01260140	WL01305340	WL01345690	WL01382850	WL01423810	WL01457710	WL01502050
WL01224390	WL01261280	WL01305570	WL01346160	WL01383140	WL01423970	WL01458160	WL01502080
WL01226430	WL01261450	WL01306150	WL01346760	WL01384230	WL01424290	WL01459400	WL01502620
WL01227280	WL01261540	WL01306690	WL01347270	WL01384240	WL01425760	WL01459640	WL01502650
WL01228410	WL01262150	WL01306900	WL01349880	WL01384580	WL01426430	WL01463080	WL01506870
WL01228560	WL01263340	WL01307260	WL01349890	WL01384590	WL01426520	WL01463570	WL01506990
WL01229740	WL01263540	WL01309590	WL01350280	WL01385170	WL01426750	WL01463640	WL01507540
WL01232800	WL01263640	WL01309990	WL01350300	WL01386360	WL01427680	WL01463910	WL01508490
WL01232850	WL01264780	WL01310670	WL01350510	WL01388580	WL01427810	WL01464430	WL01509350
WL01233190	WL01267630	WL01311510	WL01350900	WL01388630	WL01427840	WL01464620	WL01509440
WL01234080	WL01267710	WL01311900	WL01351870	WL01389600	WL01428030	WL01464830	WL01509730
WL01234240	WL01268880	WL01311940	WL01353330	WL01390100	WL01428040	WL01465690	WL01510180
WL01234310	WL01269350	WL01311960	WL01353700	WL01392010	WL01428500	WL01466700	WL01516140
WL01234570	WL01269370	WL01312360	WL01353790	WL01392140	WL01428990	WL01468280	WL01516770
WL01234650	WL01270640	WL01312570	WL01355790	WL01393310	WL01429770	WL01468690	WL01516800
WL01234830	WL01270810	WL01312670	WL01355820	WL01394480	WL01429910	WL01469650	WL01516970
WL01236030	WL01271890	WL01313510	WL01356090	WL01394610	WL01430630	WL01470810	WL01518380
WL01236210	WL01271960	WL01313600	WL01356530	WL01395650	WL01430650	WL01471170	WL01518730
WL01236250	WL01272310	WL01314520	WL01357220	WL01395800	WL01430990	WL01471480	WL01518740
WL01236270	WL01272340	WL01315510	WL01357270	WL01395930	WL01433010	WL01472200	WL01518750
WL01236460	WL01272560	WL01316340	WL01357280	WL01396370	WL01433280	WL01473150	WL01520170
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WL01240040	WL01273130	WL01317300	WL01359910	WL01397350	WL01439520	WL01474020	WL01522650
WL01241240	WL01275320	WL01318880	WL01360070	WL01398340	WL01439530	WL01474050	WL01523840
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WL01241670	WL01280260	WL01319420	WL01362970	WL01401840	WL01440150	WL01476490	WL01532930
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WL01248600	WL01287150	WL01327020	WL01369410	WL01406220	WL01442700	WL01480060	WL01538090
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

WL01538700	WL01570230	WL01604160	WL01630770	WL01664960	WL01696080	WL01723280	WL01748900
WL01539150	WL01570240	WL01605750	WL01631810	WL01665740	WL01696460	WL01723310	WL01749240
WL01539790	WL01570770	WL01606640	WL01632840	WL01666170	WL01696800	WL01723400	WL01749340
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WL01542260	WL01571470	WL01609140	WL01634830	WL01666490	WL01698090	WL01724110	WL01749710
WL01543150	WL01571500	WL01609350	WL01635800	WL01666660	WL01698410	WL01724880	WL01749940
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WL01543670	WL01571620	WL01609710	WL01636050	WL01667850	WL01700740	WL01725530	WL01753260
WL01543970	WL01572330	WL01609970	WL01636260	WL01668210	WL01700830	WL01726340	WL01754280
WL01544260	WL01573040	WL01610180	WL01637290	WL01668440	WL01701830	WL01727320	WL01754640
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WL01548260	WL01580450	WL01615170	WL01644470	WL01680490	WL01709630	WL01730150	WL01759210
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WL01549190	WL01583190	WL01615420	WL01647910	WL01681700	WL01710320	WL01732250	WL01759480
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WL01550660	WL01588100	WL01617740	WL01649910	WL01682720	WL01711450	WL01733010	WL01760690
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WL01558390	WL01593020	WL01624370	WL01653860	WL01687990	WL01716190	WL01740820	WL01766700
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WL01567870	WL01600730	WL01628710	WL01662900	WL01691700	WL01719420	WL01743980	WL01770260
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WL01569190	WL01601760	WL01629120	WL01663240	WL01692040	WL01720170	WL01745520	WL01771080
WL01569390	WL01602170	WL01629140	WL01663500	WL01692370	WL01720340	WL01745740	WL01771590
WL01569430	WL01602710	WL01629160	WL01663520	WL01694920	WL01720990	WL01745780	WL01771600
WL01569740	WL01603090	WL01629820	WL01664290	WL01695550	WL01721160	WL01746440	WL01771680
WL01569750	WL01603800	WL01629830	WL01664300	WL01695660	WL01721370	WL01747830	WL01772410
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ALAC Policy Listing (Non-ILICO CB) — Policy Numbers

WL01772800	WL04510510
WL01773850	WL04510790
WL01773940	WL04511460
WL01774070	WL04511730
WL01774340	WL04511820
WL01774450	WL04514840
WL01774520	WL04514920
WL01775200	WL04517180
WL01775360	WL04519070
WL01775400	WL04519110
WL01775580	
WL01775720	
WL01775820	
WL01775830	
WL01776450	
WL01776690	
WL01776750	
WL01777050	
WL01777110	
WL01777180	
WL01778210	
WL01778250	
WL01778840	
WL01779320	
WL01779390	
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WL01779560	
WL01779580	
WL01779740	
WL01779850	
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WL01780850	
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WL01783580	
WL01783640	
WL01785370	
WL01785470	
WL01785480	
WL01785620	
WL01785630	
WL01786220	
WL01786980	
WL01787430	
WL01787610	
WL01788140	
WL04500300	
WL04500850	

Exhibit I

Form of Custody Agreement

[See attached.]

CUSTODY AGREEMENT

This custody agreement (the "Agreement") dated as of October 1, 2013, is between U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as Custodian (the "Custodian") and PRESIDENTIAL LIFE INSURANCE COMPANY—USA (the "Customer") an insurance company domiciled in the State of Iowa.

The parties agree as follows:

1. Appointment and Acceptance.

1.1 Customer hereby appoints Custodian as its agent to provide custody and other services in connection with securities, cash and other property delivered from time to time to Custodian hereunder by, or at the direction of, Customer, and income, distributions and payments received by Custodian with respect thereto (collectively the "Assets"); and Custodian hereby agrees to act in such capacity, and perform such services, and hold the Assets in a custody account established in the name of Customer (the "Account"), upon the terms and conditions set forth below.

1.2 For purposes of this Agreement, all references contained herein to actions, directions and responsibilities (other than the obligations set forth in Sections 12 and 14) of Customer shall include, apply to and be binding upon the Customer's agents, including any investment manager or advisor, appointed and authorized by Customer to direct Custodian or otherwise take actions on behalf of Customer in connection with Custodian's services and responsibilities hereunder. Customer shall provide written notice to Custodian of the identity of all such appointed agents and the scope of their authority to act hereunder.

1.3 In the event that Customer requires Custodian to establish one or more sub-accounts within the Account under this Agreement ("Sub-Accounts"), Custodian shall open such accounts pending proper account opening procedures. Further, for such situations, the term "Account" as used in this Agreement shall refer to one or all of the Sub-Accounts established by Customer, as the context of this Agreement shall require.

1.3.1 In no event shall Customer open Sub-Accounts for entities having different tax identification numbers than Customer.

2. Asset Delivery, Transfer, Custody and Safekeeping

2.1 Customer will from time to time deliver, or cause to be delivered, Assets to Custodian. Custodian shall receive and accept such Assets for the Account upon appropriate directions from the Customer. Custodian shall keep records of all transactions involving the Account and Assets belonging to the Account.

2.2 Upon receipt of Appropriate Instructions, (defined in Section 11.1) of either Customer or Aviva Life and Annuity Company ("Aviva"), Custodian shall return Assets to Customer, or deliver to such location or third party as Appropriate Instructions may indicate, provided that in connection therewith it is the sole responsibility of Customer or Aviva to provide any transfer documentation as may be required by the Depository (defined in Section 3.3 below) or third party recipient. Custodian shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to Appropriate Instructions.

2.3 Custodian shall furnish Customer and Commissioner, as part of the services for which Custodian charges its basic fee hereunder, with monthly Account statements reflecting all Asset transactions in the Account during the reporting period and ending Asset holdings. If Customer wishes Custodian to report on Assets that are not in control of the Custodian, Customer shall execute the Custodian's CLIENT CONTROL ADDENDUM, which shall be provided to the Customer upon request.

2.4 Custodian shall forward to Customer, or Customer's designated agent identified in Section 17.4 (or as identified in a separate written designation by Customer that is received by Custodian) all information it receives with respect to any of the Assets concerning redemption rights that are exercisable at Customer's option, tender or exchange offers, all proxy material it receives with respect to securities included among the Assets and all other special matters or shareholder rights. This Section 2.4 is subject to the following exceptions:

- 2.4.1 Exception: If Custodian receives a class action litigation proof of claim with respect to any of the Assets, Custodian shall file such claim on behalf of Customer.
- 2.4.2 Exception: Custodian will not forward so-called "mini-tenders" to Customer or its designated agent, as applicable. Mini-tenders are tender offers for a small amount of the outstanding securities of a "target" company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding securities, and is subject to Securities and Exchange Commission ("SEC") review, the tender offer will not be forwarded by Custodian.
- 2.4.3 Exception: No tender offer will be forwarded by Custodian for a debt issue if:
 - 2.4.3.1 It is not registered with the SEC;
 - 2.4.3.2 It has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause; and
 - 2.4.3.3 The offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

2.5 Absent specific investment directions to the contrary from Customer, Custodian is hereby authorized and directed by Customer to hold all cash and all checks and drafts (when collected funds are received) in a money market fund, identified in Section 17.5, below. Customer acknowledges receipt of the current prospectus for the applicable, designated money market fund to be held in the Account.

2.6 [Reserved]

2.7 If any of the Assets received and held by Custodian hereunder shall be plan assets ("Plan Assets") with respect to any employee benefit plan (a "Plan") as those terms are defined in Section 3 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Custodian shall not be deemed to be, and shall not exercise any discretionary powers or control over such Plan Assets so as to be, a fiduciary with respect to the Plan. Furthermore, Customer shall notify Custodian in writing whenever any Assets do constitute Plan Assets and thereafter, all subcontracts, agreements or other arrangements between Custodian and any subsidiary or affiliate thereof for services or products paid for from any assets of the said Plan and utilized in the performance of Custodian's duties hereunder shall be subject to the advance approval of Customer.

3. Powers of Custodian. In the performance of its duties hereunder, Custodian shall have the following powers:

3.1 To register any of the Assets in the name of Customer or in the Custodian's name or in the name of a nominee of Custodian or in the name of the Custodian's agent bank or to hold any of the Assets in unregistered form or in such form as will pass title by delivery, provided that such Assets shall

at all times be recorded in Customer's Account hereunder as belonging to the Customer. In consideration of Custodian's registration of any securities or other property in the name of Custodian or its nominee or agent, Customer agrees to pay on demand to Custodian or to Custodian's nominee or agent the amount of any loss or liability for stockholders' assessments, or otherwise, claimed or asserted against Custodian or Custodian's nominee or agent by reason of such registration.

3.2 To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described and powers granted herein.

3.3 To maintain qualifying Assets in any registered clearing agency or in a Federal Reserve Bank (collectively a "Depository") as Custodian may select and to permit such deposited Assets to be registered in the name of Custodian, Custodian's agent or nominee or Depository, on the records of a Depository and to employ and use securities depositories, clearing agencies, clearance systems, sub-custodians or agents located outside the United States in connection with transactions involving foreign securities.

3.4 To employ agents and to delegate duties to them as it sees fit and to employ or consult with experts, advisors and legal counsel (who may be employed also by Customer) and to rely on information and advice received from such agents, experts, advisors, and legal counsel.

3.5 To perform any and all other ministerial acts deemed by Custodian necessary or appropriate to the proper discharge of its duties hereunder.

3.6 To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons, and to deposit the same, with or without interest, in the commercial or savings departments of the Custodian serving hereunder or of any other bank, trust company or other financial institution including those affiliated with the Custodian, notwithstanding Custodian's or other entity's receipt of "float" from such uninvested cash.

4. Purchases.

4.1 Upon the receipt of Appropriate Instructions from Customer, Custodian shall purchase securities for Customer on an actual settlement basis. Customer hereby agrees that it shall not instruct Custodian to sell any Asset until such Asset has been fully paid for by Custodian. Nor shall Customer engage in a practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

4.2 Unless Customer and Custodian have entered into a separate written agreement that expressly makes Custodian either an investment manager or a discretionary trustee, the Account statements described above (including their timing and form) will serve as the sole written notification to Customer of any securities transaction effected by Custodian for the Account. Even so, Customer has the right to demand that the Custodian provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

5. Sales.

5.1 Upon receipt of Appropriate Instructions from Customer, Custodian will deliver Assets held by it as Custodian hereunder and sold by or for Customer against payment to Custodian of the amount specified in such Appropriate Instructions in accordance with the then current securities industry practices and in form satisfactory to Custodian. Customer acknowledges that the current securities industry practice is delivery of physical securities against later payment on delivery date. Custodian agrees to use its best efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Custodian may accept checks, whether certified or not, in payment for securities delivered on Customer's direction, and Customer assumes sole responsibility for the risks of collectability of such checks.

6. Settlements.

6.1 Custodian shall provide Customer with settlement of all purchases and sales of Assets in accordance with Custodian's then prevailing settlement policies provided that:

- 6.1.1 Appropriate Instructions for purchases and sales are received by Custodian in accordance with Custodian's then current published instruction deadline schedule;
- 6.1.2 Custodian has all other information necessary to complete the transaction.
- 6.1.3 To avoid a deficiency in the Account, Customer agrees that it shall not initiate any trade without sufficient Assets to settle such trade, nor shall it notify a separate financial institution that it intends to settle purchases out of the Account without sufficient Assets to do so.

6.2 Custodian shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by Customer to purchase or sell securities for the Account of Customer. Custodian shall not be responsible for loss occasioned by the acts, neglects, defaults or insolvency of any broker, bank, trust company or other person with whom Custodian may deal in the absence of bad faith on the part of Custodian.

7. Corporate Actions.

7.1 In connection with any mandatory conversion of Asset securities pursuant to their terms, reorganization, recapitalization, redemption in kind, consolidation or other exchange transaction that does not require or permit approval by the owner of the affected Assets, Custodian will tender or exchange securities held for other securities, for other securities and cash, or for cash alone.

8. Collections.

8.1 Custodian shall collect all income, principal and other distributions due and payable on Assets held either by Custodian or a Depository but shall be under no obligation or duty to take action to effect collection of any amount if the Assets upon which such payment is due are in default, or if payment is refused after due demand and presentation. Custodian shall have no responsibility to notify Customer in the event of such default or refusal to pay, but if Custodian receives notice of default or refusal to pay from an issuer or transfer agent, Custodian shall so advise Customer.

8.2 Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Custodian's own banking facilities, and in accordance with Custodian's prevailing policies for foreign funds repatriation. All risk and expense incident to such foreign collection and conversion is the responsibility of the Account and Custodian shall have no responsibility for fluctuations in exchange rates affecting such collections or conversion.

9. No Discretionary Authority; Standard of Care.

9.1 Customer and Custodian acknowledge that, except to the extent set forth in any separate instrument signed by the parties with respect to this Agreement, Custodian is not a fiduciary with respect to any Asset and the duties of Custodian hereunder do not include discretionary authority, control or responsibility with respect to the management or disposition of any Asset; or authority or responsibility to render investment advice with respect to any Asset. In addition, it is agreed that:

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- 9.1.1 Custodian shall have no duty to make any evaluation or to advise anyone of the suitability or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Custodian shall have no duty or authority to review, question, approve or make inquiries as to any investment instructions given pursuant hereto. Custodian shall be under no duty or obligation to review the securities or other property held in the Account with respect to prudence or diversification.
 - 9.1.2 Custodian shall not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction or other instruction from Customer or Customer's agent.
 - 9.1.3 Custodian shall have no duty or responsibility to monitor or otherwise investigate the actions or omissions of Customer.
 - 9.1.4 Custodian shall have no responsibility for the accuracy of Asset valuations quoted by outside services or sources in cases involving assets under the control of Customer.
 - 9.1.5 Custodian shall only be responsible for the performance of such duties as are expressly set forth herein or in Appropriate Instructions received by Custodian from Customer or Customer's agent which are not contrary to the provisions of this Agreement. Custodian shall exercise reasonable care in the performance of its services hereunder. In no event shall Custodian be liable for indirect, special or consequential damages.
 - 9.1.6 Custodian shall not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war (whether declared or not and including existing wars), revolutions, insurrection, riot, civil commotion, acts of God, accident, fire explosion, stoppage of labor, strikes or other differences with employees, laws regulations, orders or other acts of any governmental authority or any other cause beyond its reasonable control; nor shall any such failure or delay give Customer the right to terminate this Agreement, except as provided in Section 15 of this Agreement.

10. Books, Records and Accounts

10.1 Custodian will make and maintain proper books of account and complete records of all Assets and transactions in the Account maintained by Custodian hereunder on behalf of Customer. Custodian will preserve for the periods prescribed by applicable federal statute or regulation all records required to be maintained.

10.2 On at least four business days' notice, Custodian will make available to and permit inspection during Custodian's regular business hours by Customer and its auditors of all books, records and accounts retained by Custodian (or, to the extent practicable, its agents) in connection with its duties hereunder on behalf of Customer.

11. Instructions and Directions.

11.1 Custodian shall be deemed to have received appropriate instructions ("Appropriate Instructions") upon receipt of written instructions:

- 11.1.1 Given by any person whose name is listed on the most recent certificate delivered by Customer or Aviva, as applicable, to Custodian which lists those persons authorized to give orders, and instructions in the name of and on behalf of the Customer or Aviva, as applicable or
- 11.1.2 Given by any other person duly authorized by Customer to give instructions or directions to Custodian hereunder or who Custodian reasonably believes to be so authorized (such as an investment adviser or other agent designated by Customer, for example).

11.2 Appropriate Instructions shall include instructions sent to Custodian or its agent by letter, memorandum, telegram, cable, facsimile, internet e-mail or similar means of written communication. The parties to this Agreement assume full responsibility for the security of electronically transmitted communications they send.

11.3 Any communication addressed and mailed shall be deemed to be given when received; and any communication sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged; and any communication delivered in person shall be deemed to be given when actually received by an authorized officer of Custodian or Customer.

11.4 In the event that Custodian is directed to deliver Assets to any party other than Customer or Customer's agent, Appropriate Instructions shall include and Customer shall supply, customary transfer documentation as required by such party, and to the extent that such documentation has not been supplied, Custodian shall not be deemed to have received Appropriate Instructions.

12. Compensation, Security.

12.1 Customer shall pay to Custodian fees for its services under this Agreement and shall reimburse Custodian for costs incurred by it hereunder as set forth in Custodian's then current applicable fee schedule or such other fee arrangement as Custodian and Customer may otherwise agree in writing.

12.2 If any advance of funds is made by Custodian on behalf of Customer to purchase, or to make payment on or against delivery of securities or there shall arise for whatever reason an overdraft in Customer's account, or if Customer is for any other reason indebted to Custodian, including, but not limited to, any advance of immediately available funds to Customer with respect to payments to be received by Custodian in next-day funds (which Customer acknowledges Customer is liable to repay if Custodian does not receive final payment), Customer agrees to repay Custodian on demand the amount of the advance, overdraft or other indebtedness and accrued interest at a rate per annum (based on a 360-day year for the actual number of days involved) equal to the Federal Funds effective rate in effect from time to time.

12.3 In the event of an advance of funds by Custodian, or if any overdraft is created by Account transactions, or if Customer is otherwise in default of any obligation to Custodian, Custodian may directly charge the Account and receive such payment therefrom, subject to MAV.

12.4 In the event that a compensation payment due Custodian is past due by more than 30 days, such amount may also be charged to the Account and Custodian may receive such payment therefrom, subject to MAV.

12.5 To secure such payment obligations as are set forth under this Section 12, Customer does hereby grant to Custodian a security interest in all Assets up to the amount of any deficiency or other indebtedness to the Custodian, subject to MAV.

12.6 None of the provisions of this Agreement shall require Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if Custodian shall have reasonable grounds for believing that repayment of such funds, or indemnity satisfactory to Custodian against such risk or liability is not assured.

13. Customer Responsibility.

13.1 Customer shall be responsible for the review of all reports, accountings and other statements provided thereto by the Custodian, and shall within 90 days following receipt thereof notify the Custodian of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against the Custodian.

14. Indemnification.

14.1 Customer hereby agrees to fully and promptly indemnify Custodian and its affiliates, officers, directors, employees and agents (each a "Custodian Indemnified Party") and hold each Custodian Indemnified Party harmless from and against any cost, losses, claims, liabilities, fines, penalties, damages and expenses (including reasonable attorneys' and other professionals' fees) (collectively, a "Claim") arising out of:

- 14.1.1 Customer's actions or omissions or
- 14.1.2 Custodian's action taken or omitted hereunder in reliance upon Customer's directions or instructions, or upon any information, order, indenture, stock certificate, power of attorney, assignment, affidavit or other instrument delivered hereunder to Custodian, reasonably believed by Custodian to be genuine or bearing the signature of a person or persons authorized by Customer to sign, countersign or execute the same;
- 14.1.3 However Customer shall not indemnify a Custodian Indemnified Party for any Claim arising from the Custodian Indemnified Party's willful misfeasance, bad faith or negligence in the performance of its duties under this Agreement.

14.2 Custodian hereby agrees to indemnify Customer and its controlling person, officers, directors, employee and agents ("Customer Indemnified Parties") and hold each of them harmless from and against any and all Claims arising out of:

- 14.2.1 Custodian's breach of this Agreement, willful misfeasance, bad faith or negligence in the performance of its duties under this Agreement, or
- 14.2.2 Any loss of Assets, including theft or destruction thereof but expressly excluding investment losses or other diminution of Assets resulting from the Custodian's proper performance of its duties hereunder.

14.3 Custodian shall not indemnify a Customer Indemnified Party for any Claim arising from the Customer Indemnified Party's breach of this Agreement, willful misfeasance, bad faith or negligence with respect to its duties and responsibilities under this Agreement.

14.4 This Section 14 shall survive the termination of this Agreement.

15. Termination.

15.1 This Agreement will remain in effect until terminated by either party giving written notice thirty days in advance of the termination date, subject to Commissioner approval.

15.2 Upon termination of this Agreement, Custodian shall follow such reasonable Customer instructions concerning the transfer of Assets' custody and records, provided:

- 15.2.1 Custodian shall have no liability for shipping and insurance costs associated therewith;
- 15.2.2 Custodian shall not be required to make any such delivery or payment until (a) full payment shall have been made by Customer of all liabilities constituting a charge on or against Custodian and (b) full payment shall have been made to Custodian of all its compensation, costs, including special termination costs, if any, and expenses hereunder; and
- 15.2.3 Custodian shall have been reimbursed for any advances of monies or securities made hereunder to Customer. If any Assets remain in the Account, Customer acknowledges and agrees that Custodian may designate Customer as successor Custodian hereunder and deliver the same directly to Customer.

15.3 Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all indemnification provisions herein shall survive with respect to any Claims arising from events prior to such termination.

16. Binding Obligations.

16.1 Customer and Custodian each hereby represent that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms hereof; subject, as to enforcement of remedies, to applicable bankruptcy and insolvency laws, and to general principles of equity.

17. General Provisions.

17.1. **Tax Responsibility.** Unless indicated below in this section or required by law, Custodian shall not undertake any federal, state, or local tax reporting in connection with Assets, the Account or transactions therein, notwithstanding any other terms or conditions contained herein.

In addition to those required by law, the Custodian shall perform the following additional services: _____ *(if no additional services are to be performed, leave blank or mark NA)*

17.2. **Tax Lot Methods.** For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method you wish for your account. *We recommend that you consult with your tax advisor if you are unsure of the option that is best for you.*

- Minimize Gain**—Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- First In First Out (FIFO)** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- Last In First Out (LIFO)** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- Highest Federal Cost First Out (HIFO)** – Shares are sold from tax lots having the highest federal tax cost per share.
- Lowest Federal Cost First Out (LOFO)** – Shares are sold from tax lots having the lowest federal tax cost per share.
- Specify Tax Lot** – Shares are sold from tax lots that you specify.

- Average Federal Tax Cost** - Shares are sold across all tax lots using the average cost. If your account(s) holds investments for which this method is not permitted, the First-In First-Out default method will be used, unless you direct otherwise.
- Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If you do not specify a particular tax lot or method, the First-In First-Out method will be used. If you wish to use a tax lot selection method that is different from what you selected above, on an individual investment or transaction basis, you may make that selection when you execute your trade.

17.3 Shareholder Communications Act Authorization. The Shareholder Communications Act of 1985, as amended, requires Custodian to make an effort to permit direct communications between a company that issues securities and the shareholder that exercises shareholder rights with respect to those securities. Unless Customer specifically directs Custodian in writing not to release Customer's name, address and security position to requesting companies, Custodian is required by law to disclose Customer's name and address to such companies. Therefore the Customer hereby responds to the following question [no response will mean "yes"]. Does Customer authorize Custodian to provide its name, address and security position to requesting companies whose stock is owned in this Account? x Yes / No

17.4 Customer's Agent – Shareholder Rights. Should Customer require that a designated agent for the Account, such as an investment advisor, be responsible for proxy voting and other special matters and shareholder rights as specified in Section 2.4, above, the Customer shall provide the name and address of that agent below. Such agent shall be removed upon Custodian's receipt of a written removal from Customer. Customer may designate more than one agent to be responsible for separate sub-Accounts or investment accounts under this Agreement by providing a clear, written designation to that effect to Custodian. Custodian hereunder has no authority or responsibility with regard to proxy voting or any similar special matters. Therefore, it may not be designated below unless it has separately agreed in writing to act as investment advisor for the Account.

GSAM-Managed Accounts:

Designated Agent: Wayne Bao (Goldman Sachs Asset Management)
Address: 702 King Farm Boulevard, Suite 400, Rockville, MD 20850
Telephone Number: 405-366-5175

Global Atlantic-Managed Accounts:

Designated Agent: Jason Roach (Global Atlantic)
Address: 132 Turnpike Rd., Southborough, MA 01772
Telephone Number: 508-460-2542

17.5 Money Market Fund. Pursuant to Section 2.5, above, the money market fund designated for this Account shall be Goldman Sachs Financial Square Prime Obligations Fund Institutional Class—Fund #462—Symbol FPOXX

17.6 Notice. Except as provided in Section 11 above, any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered by certified mail, return receipt requested, to the parties at the addresses set forth on the execution page hereof (or at such other address as a party may specify by notice to other). Notice shall be effective upon receipt if by mail, or on the date of personal delivery (by private messenger, courier service or otherwise) or facsimile, whichever occurs first, to the addressee indicated below. The below addresses and individuals may be changed at any time by an instrument in writing executed by the party giving same and given to the other party, in accordance with the procedure set forth above.

17.7 Complete Agreement; Modification.

(a) This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, supersedes all existing agreements between them concerning the subject, and cannot be amended or modified in any manner except by a written agreement executed by both parties, with Commissioner approval.

(b) The Customer shall not amend, restate, modify, supplement, assign, terminate, hypothecate, subordinate, discharge or otherwise alter or waive, or consent to amendment, restatement, modification, supplementation, assignment, termination, hypothecation, subordination, dischargement or other alteration or waiver of this Agreement without the prior written consent of Aviva and Commissioner, such consent not to be unreasonably withheld, conditioned or delayed, and any such amendment without the prior written consent of Aviva and the Commissioner shall be null and void *ab initio*.

17.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed in Minnesota.

17.9 Assignment. No party may assign any of its rights hereunder without the consent of the other, which consent shall not be unreasonably withheld. The foregoing consent requirement does not apply if either party shall merge or consolidate with or sell substantially all of its assets to another corporation, provided that such other corporation shall assume without qualification or limitation all obligations of that party hereunder either by operation of law or by contract.

17.10 Separability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

17.11 Third Party Rights.

(a) Aviva shall be an express third-party beneficiary of the provisions of Sections 2.2, 11.1.1, and 17.7(b) with the power to enforce, in the name of Customer the rights of the Customer thereunder, but shall only have rights to withdraw Assets under this Agreement to the extent that Aviva is permitted to make such a withdrawal under Sections 4.1(c) and (f) of the Coinsurance and Assumption Agreement, date October 2, 2013, between Customer and Aviva (the "Coinsurance Agreement") or the Coinsurance Agreement, dated October 2, 2013, between Customer and Aviva (the "ILICO Coinsurance Agreement", together with the Coinsurance Agreement, the "Coinsurance Agreements"), as applicable. Except as set forth in the immediately preceding sentence, in performing its services hereunder, Custodian is acting solely on behalf of Customer and no agency, contractual or service relationship shall be deemed to be established hereby between Custodian and any other persons. Custodian shall have no duty to question or investigate any direction received from Aviva or establish that Aviva is acting in compliance with the provisions of the Coinsurance Agreements or any other agreement when providing direction to Custodian. Custodian shall act upon any direction received by Aviva, without further inquiry, and shall be protected thereby.

(b) It is hereby acknowledged that the Assets are admitted assets under Iowa law and applicable statutory accounting principles. The Custodian has no responsibility or liability for the foregoing acknowledgment.

17.12 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under the Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

17.13 Legal Actions Affecting Account. If Custodian is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to the Account, (a "Legal Action") Custodian will comply with that Legal Action and shall be held harmless therefrom. Customer will reimburse Custodian for any fees or expenses Custodian incurs in responding to any Legal Action affecting the Account (including but not limited to attorneys' fees and other professionals' fees), provided MAV is maintained at all times.

17.14 Abandoned Property. Any Assets remaining unclaimed or abandoned by Customer shall be delivered to the proper public official pursuant to applicable state's abandoned property, escheat or similar law and Custodian shall be held harmless therefrom. This Section 17.14 shall survive the termination of the Agreement.

18. Iowa State Specific Requirements.

18.1 Compliance with the Iowa Code. Customer represents and warrants that this Agreement complies with the custodial requirements imposed by Section 191 Chapter 32: Deposits By a Domestic Life Company in a Custodian Bank or Clearing Corporation promulgated under the Iowa Administrative Code, as amended from time to time, and Section 511.8 of the Iowa Code (collectively, the "Code"). To the extent that any terms required by the Code in this Article 18 are inconsistent with any other express terms of this Agreement, this Article 18 shall control. All other terms of this Agreement shall remain in full force and effect. Custodian is only responsible for acting according to the terms of this Agreement and is not bound by the Code except as expressly stated herein.

18.2 Requirements upon Account and Agreement. Assets held under this Agreement may be used to meet the legal reserve deposit requirements of Iowa Code Section 511.8, subsection 16, and therefore the parties hereto agree as follows:

(a) That the Account is to be titled as follows: "Presidential Life Insurance Company – USA, Account No. [•] in custody for and to vest in the Commissioner of Insurance of the State of Iowa in accordance with Iowa Code Sections 507C.18 and 5.08.19." Custodian may abbreviate such title in order to comply with its internal electronic record keeping system.

(b) That securities held in fungible bulk by the Custodian and securities in a clearing corporation or in the federal reserve book entry system shall be separately identified on the Custodian's official records as being owned by the Customer. The Custodian's records shall identify which Assets are held by the Custodian and which securities are in a clearing corporation or in the federal reserve book entry system. If the securities are in a clearing corporation, such records shall also identify the name of the clearing corporation, the location of the securities, and, if held through an agent, the name of the agent.

(c) That all Assets that are registered must be registered in the name of the Customer, in the name of a nominee of the Customer, in the name of the Custodian or its nominee, in the name of an agent of the Custodian or its nominee, or, if held in a clearing corporation, the name of the clearing corporation or its nominee. Customer covenants not to hold any Assets that are recorded in the Account that cannot be, or are not, registered according to this Section 18.2(c).

(d) During the course of the Custodian's regular business hours, the Commissioner of Insurance of the State of Iowa (the "Commissioner") or the Commissioner's representative and authorized employees and representatives of the Customer, shall be entitled to examine on the premises of the Custodian the Custodian's records related to the Assets.

(e) When requested in writing by the Commissioner, and at least once annually, Custodian or its agents shall submit to the Commissioner, at the address below (unless instructed by the Commissioner to use an alternative address), Custodian's SSAE 16, which is a report prepared by outside auditors on Custodian's systems of internal account control and recordkeeping.

Iowa Insurance Division
601 Locust St., 4th Floor
Des Moines, IA 50309-3738

(f) That the Custodian shall maintain records sufficient to determine and verify information relating to the Assets that may be reported in the Customer's annual statement and supporting schedules as filed with various regulatory authorities and in connection with any audit of the financial statements of the Customer. Copies of these records shall be delivered to the Commissioner upon written request to the Custodian.

(g) That the Custodian is obligated to indemnify the Customer for any loss of securities while in its custody occasioned by negligence or dishonesty of the Custodian's officers or employees, or burglary, robbery, holdup, theft, extortion, or mysterious disappearance, including loss by damage or destruction while in the possession of Custodian, but expressly excluding investment losses or other diminution of Assets resulting from Custodian's proper performance of its duties hereunder; provided that Custodian shall not indemnify Customer for any Claim arising from Customer's breach of this Agreement, willful misfeasance, bad faith, or negligence. Notwithstanding anything to the contrary, in no event shall Custodian be liable for indirect, special, or consequential damages.

(h) That, in the event that there is a loss of the securities for which the Custodian is obligated to indemnify the Customer pursuant to Section 18.2(g) above, the Custodian shall promptly replace the same, or the value thereof, and the value of any loss of rights or privileges resulting from said loss of securities and the Custodian shall make available to the Customer for inspection any and all securities or value amounts so replaced.

(i) That the Customer shall ensure that minimum levels of deposits of securities at face values totaling \$100,000 shall be maintained at all times.

(j) That this Agreement has been submitted by Customer to the Commissioner for the Commissioner's review prior to execution to ensure compliance with the Code. Custodian shall be provided evidence of Customer's submission to the Commissioner for review prior to execution of this Agreement.

(k) That this Agreement may be amended or terminated by Customer only with the prior approval of the Commissioner. Customer shall notify the Commissioner in writing if the Custodian gives notice that it intends to terminate this Agreement.

18.3 Requirements upon the Custodian. (a) The Custodian represents and warrants that (i) it is a national banking association with its principal place of business in the United States and (ii) it possesses and will continue to possess during the term of this Agreement, as applicable, the following qualifications:

(b) The Custodian shall be audited annually by independent public accountants whose audit report, together with the related financial statements, and opinion on internal controls shall be made available to the Customer and Commissioner upon written request. For the avoidance of doubt, the Custodian's annual audit report and financial statements (10K) filed with the Securities and Exchange Commission shall fully satisfy the requirements of this paragraph.

(c) The securities held in the account are not deemed to be assets of Custodian, are kept separate and apart from the assets of Custodian, do not appear on Custodian's balance sheet, and are protected from claims made by Custodian's creditors. Cash credited to the Account is insured by the FDIC up to applicable FDIC limits.

(d) The Custodian maintains adequate insurance coverage relating to its custodial functions and upon request will provide evidence of such coverage to the Commissioner.

(e) The Custodian's capital and surplus funds shall at all times equal or exceed \$25,000,000 and the Custodian shall at all times have assets in excess of \$500,000,000, unless the Commissioner finds that the Custodian would possess the requisite stability and soundness to perform the custodial functions without detriment to Customer's or Beneficiary's policyholders.

18.4 Minimum Aggregate Value of Securities

(a) The Commissioner shall notify the Custodian, in writing, that a "Minimum Aggregate Value of Securities" (the "MAVOS") must be held in the custodial account at all times. The Commissioner's notice remains in full force and effect until amended or revoked in writing by the Commissioner. The Customer covenants to not request a withdrawal of cash or securities, if after such withdrawal the Account balance would be below the MAVOS.

(b) The Customer shall, on or before the fifteenth day of each month, certify to the Commissioner on a form provided by the Commissioner that the aggregate value (determined as provided by Iowa Code Section 511.8, subsection 17) of securities on deposit with the Commissioner in the manner specified by Iowa Code Sections 511.8, subsection 16, and in the Account as of the last day of the preceding month was at least equal to the Customer's legal reserve (as defined in Iowa Code Section 511.8) solely with respect to the Reinsured Liabilities (as defined in the Coinsurance Agreements) under the Coinsurance Agreements as of the last day of the preceding quarter.

(c) In the event that the Customer fails or refuses to make the certification provided in the preceding paragraph (b), or in the event the Commissioner is authorized or directed by reason of any determination, appointment or order pursuant to Iowa Code Sections 507C.18, 508.17, 508.18, or 508.22, the Commissioner may withdraw the Assets or transfer the Assets to a custody account with Custodian in Commissioner's name, and may order reregistration, delivery, or other disposition which the Commissioner deems appropriate under the circumstances; provided, that such reregistration, delivery, or other disposition shall be solely for the purposes of satisfying Customer's obligations under the Coinsurance Agreements.

(d) If the Commissioner has reason to believe that the Customer may be insolvent, or that its condition is such as to render its further continuance in business hazardous to the public or holders of the Reinsured Policies (as defined in the Coinsurance Agreements), or that continued trading by the Customer in the Assets may create a hazard to the public or holders of the Reinsured Policies (as defined in the Coinsurance Agreements), the Commissioner may order the Customer to cease trading in the Assets pending examination as provided in Iowa Code Section 508.16.

(e) Customer may from time to time deposit or withdraw cash or securities in the Account, subject to Customer's obligation to maintain the stated MAVOS on deposit.

(f) Custodian shall have no duty to question or investigate any direction received by Commissioner or establish that the Commissioner is acting in compliance with the provisions of Section 18.4 when providing direction to Custodian. Custodian shall act upon any direction received by the Commissioner, without further inquiry, and shall be protected thereby.

Section 19. Commercial Mortgage Loan Assets Any Commercial Mortgage Loan ("CML") assets held in the Account shall be subject to a services agreement ("Services Agreement") between Custodian and Customer. The Services Agreement shall provide direction to Custodian and shall describe Custodian's duties with respect to any CML asset held in the Account.

The Services Agreement shall be read into this Agreement with respect to CML assets, but shall not supersede or amend any term in this Agreement except with regard to Custodian's activities relating to CML assets. The Services Agreement shall not in any way diminish Customer's obligations to Commissioner or Aviva, or Custodian's obligations to Customer under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative effective as of the date first written above.

**PRESIDENTIAL LIFE
INSURANCE COMPANY—USA**

By: _____
Name: Michael Miller
Title: President
Date: _____

Address: Presidential Life Insurance Company – USA
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772

Signature Page to Custody Agreement

**U.S. BANK NATIONAL ASSOCIATION,
as Custodian**

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

Signature Page to Custody Agreement

Exhibit II

Form of Notice and Certificate of Assumption

[See attached.]

NOTICE OF TRANSFER
[Date]

IMPORTANT: THIS NOTICE AFFECTS YOUR CONTRACT RIGHTS. PLEASE READ IT CAREFULLY.
TRANSFER OF INSURANCE COVERAGE

Dear Policyholder:

[Accordia Life and Annuity Company] (“Accordia”) has agreed to replace [Athene Annuity and Life Company] (“Athene”) as your insurer under your life insurance policy(ies). The proposed effective date of this transfer is [Proposed Transfer Date].

Accordia’s principal place of business is [Accordia Principal Place of Business Address]. The following financial information concerning both companies is attached:

- Exhibit I:** Ratings for the last 5 years from nationally recognized insurance rating services;
- Exhibit II:** Balance sheets as of [Date] and for the previous 3 years and from the most recent quarterly statement; and
- Exhibit III:** A copy of Management’s Discussion and Analysis that was filed as a supplement to the previous year’s annual financial statement.

You may obtain additional information concerning Accordia from reference materials in your local library or by contacting your Insurance Commissioner at Address and phone number.

Accordia is licensed to write life insurance in your state.

EXPLANATION OF THE REASON FOR THE TRANSFER

Athene was formerly a member of the Aviva plc (“Aviva”) family of companies. Aviva continually evaluates its business to ensure that it is providing customers with the highest quality programs, products and services at the best price. After a thorough analysis, Aviva made the strategic decision to sell its U.S. annuity and life insurance business, including the company that issued your insurance coverage, to Athene Holding Ltd. Athene Holding Ltd. simultaneously sold the company’s life insurance business to Accordia and changed the name of the company to Athene Annuity and Life Company.

{Insert Form Number}

Accordia is a Global Atlantic Life & Annuity company. Global Atlantic is a leading reinsurance provider and an established participant in the life reinsurance field. Accordia is committed to developing its individual life insurance business and providing its customers with products and services of the highest quality and value. Accordia currently reinsures Athene's life insurance business, and Athene and Accordia desire that Accordia become the direct insurer of such business, subject to the right of each policyholder to reject the transfer of the policyholder's coverage to Accordia.

ACCEPTING THE TRANSFER

If you choose to accept the transfer, you must inform us in writing by checking the appropriate box on the enclosed pre-addressed, postage-paid card and by signing and returning it to us, or by writing to us at: {Insert Name, address and facsimile number of contact person}.

If you accept the transfer, Accordia will be your insurer and you will receive in the mail an Assumption Certificate evidencing the transfer of your coverage to Accordia. If you accept the transfer, Accordia will have direct responsibility to you and your beneficiaries for the payment of all claims, benefits and all other policy obligations. Athene no longer will have any obligations to you or your beneficiaries. This will be reflected in communications to you regarding your coverage, including communications relating to premium payments and claims submissions, which will identify Accordia as your insurer.

REJECTING THE TRANSFER

You may choose to reject the transfer of your insurance coverage to Accordia. If you do not want your coverage transferred, you may notify us in writing by checking the appropriate box on the enclosed pre-addressed, postage-paid card and by signing and returning it to us, or by writing to us at: {Insert Name, address and facsimile number of contact person}.

If you reject the transfer, the obligations and liabilities under your coverage will remain with Athene. However, Athene will use the services of Accordia to administer your coverage.

If you have any questions about this notice, you may contact Athene or Accordia.

Sincerely,

[Athene Annuity and Life Company]

{Insert Address}

[Accordia Life and Annuity Company]

{Insert Address}

RESPONSE CARD

____ I accept the transfer of my coverage from [Athene Annuity and Life Company] to [Accordia Life and Annuity Company].

____ I reject the transfer of my coverage from [Athene Annuity and Life Company] to [Accordia Life and Annuity Company] and wish to retain my coverage with [Athene Annuity and Life Company].

(Signature)

(Date)

Print Name:

Street Address:

City, State, Zip:

ASSUMPTION NOTICE

In accordance with the Certificate of Assumption issued to you by [Accordia Life and Annuity Company] (“Accordia”), Accordia has assumed all rights, duties and obligations of your life insurance policy, which was originally issued to you by [Athene Annuity and Life Company] (formerly known as Aviva Life and Annuity Company).

In the attached [document], all references to [Athene Annuity and Life Company] are changed to Accordia. All notices, claims or actions under your policy must be made and sent directly to Accordia at [Address]. All premiums due for your coverage should be sent to the following address: [Address].

{Insert Form Number}

POLICY ENDORSEMENT

The life insurance policy ("Policy") issued to you by [Athene Annuity and Life Company] (formerly known as Aviva Life and Annuity Company) is changed to add the following:

CERTIFICATE OF ASSUMPTION

All rights, duties, obligations and liabilities of [Athene Annuity and Life Company] ("Athene") (formerly known as Aviva Life and Annuity Company) under your Policy have been assumed by [Accordia Life and Annuity Company] ("Accordia").

All the terms, conditions and benefits of your Policy remain the same, except that all references to Athene are changed to Accordia.

All notices, claims, actions or communications under your Policy must be made and sent directly to Accordia at [Address].

All premiums due under your Policy should be sent to the following address [Address].

The Home Office of Accordia is located at [Address].

The Home Office of Athene is located at [Address].

This Certificate of Assumption forms a part of and is to be attached to your Policy.

IN WITNESS WHEREOF, [Accordia Life and Annuity Company] has caused this Certificate of Assumption to be effective as of [Date].

PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY

[ACCORDIA LIFE AND ANNUITY COMPANY]



{Insert Name and Title of Signing Officer}

{Insert Form Number}

Exhibit III

Alternative Form of Notice and Certificate of Assumption

[See attached.]

NOTICE OF TRANSFER

[Date]

**IMPORTANT: THIS NOTICE AFFECTS YOUR CONTRACT RIGHTS.
PLEASE READ IT CAREFULLY.**

TRANSFER OF INSURANCE COVERAGE

Dear Policyholder:

Accordia Life and Annuity Company ("Accordia") has agreed to replace Athene Annuity and Life Company ("Athene") (formerly known as Aviva Life and Annuity Company) as your insurer under your life insurance policy(ies). The proposed effective date of this transfer is [Proposed Transfer Date].

Accordia's principal place of business is [Accordia Principal Place of Business Address]. The following financial information concerning both companies is attached:

- Exhibit I:** Ratings for the last 5 years from nationally recognized insurance rating services;
- Exhibit II:** Balance sheets for the previous 3 years and from the most recent quarterly statement; and
- Exhibit III:** A copy of Management's Discussion and Analysis that was filed as a supplement to the previous year's annual financial statement.

You may obtain additional information concerning Accordia from reference materials in your local library or by contacting your Insurance Commissioner at Address and phone number.

Accordia is licensed to write life insurance in your state.

EXPLANATION OF THE REASON FOR THE TRANSFER

Athene was formerly a member of the Aviva plc ("Aviva") family of companies. Aviva continually evaluates its business to ensure that it is providing customers with the highest quality programs, products and services at the best price. After a thorough analysis, Aviva made the strategic decision to sell its U.S. annuity and life insurance business, including the company that issued your insurance coverage, to Athene Holding Ltd. Athene Holding Ltd. simultaneously sold the company's life insurance business to Accordia and changed the name of the company to Athene Annuity and Life Company.

{Insert Form Number}

Accordia is a Global Atlantic Life & Annuity company. Global Atlantic is a leading reinsurance provider and an established participant in the life reinsurance field. Accordia is committed to developing its individual life insurance business, and to providing its customers with products and services of the highest quality and value. Accordia currently reinsures Athene's life insurance business, and Athene and Accordia desire that Accordia become the direct insurer of such business, subject to the right of each policyholder to reject the transfer of the policyholder's coverage to Accordia.

ACCEPTING THE TRANSFER

If we do not receive a written rejection from you within 120 days, you will be deemed to have consented to the transfer.

You also may choose to consent to the transfer by checking the appropriate box on the enclosed pre-addressed, postage-paid card and by signing and returning it to us, or by writing to us at: {Insert Name, address and facsimile number of contact person}.

If you accept the transfer, Accordia will be your insurer and you will receive in the mail an Assumption Certificate evidencing the transfer of your coverage to Accordia. If you accept the transfer, Accordia will have direct responsibility to you and your beneficiaries for the payment of all claims, benefits and all other policy obligations. Athene no longer will have any obligations to you or your beneficiaries. This will be reflected in communications to you regarding your coverage, including communications relating to premium payments and claims submissions, which will identify Accordia as your insurer.

REJECTING THE TRANSFER

You may choose to reject the transfer of your insurance coverage to Accordia. If you **do not** want your coverage transferred, you **must** notify us in writing within 120 days of the date of this Notice by checking the appropriate box on the enclosed pre-addressed, postage-paid card and signing and returning it to us, or by writing to us at: {Insert name, address and facsimile number of contact person}.

If you reject the transfer, the obligations and liabilities under your coverage will remain with Athene. However, Athene will use the services of Accordia to administer your coverage.

If you have any questions about this notice, you may contact Athene or Accordia.

Sincerely,

Athene Annuity and Life Company

{Insert Address}

Accordia Life Insurance and
Annuity Company

{Insert Address}

RESPONSE CARD

___ I accept the transfer of my insurance coverage from Athene Annuity and Life Company to Accordia Life Insurance and Annuity Company.

___ I reject the transfer of my insurance coverage from Athene Annuity and Life Company to Accordia Life Insurance and Annuity Company and wish to retain my coverage with Athene Annuity and Life Company.

(Signature)

(Date)

Print

Name:

Street

Address:

City,

State,

Zip:

ASSUMPTION NOTICE

In accordance with the Certificate of Assumption issued to you by [Accordia Life and Annuity Company] (“Accordia”), Accordia has assumed all rights, duties and obligations of your life insurance policy, which was originally issued to you by [Athene Annuity and Life Company] (formerly known as Aviva Life and Annuity Company).

In the attached [document], all references to [Athene Annuity and Life Company] are changed to Accordia. All notices, claims or actions under your policy must be made and sent directly to Accordia at [Address]. All premiums due for your coverage should be sent to the following address: [Address].

[ACCORDIA LIFE AND ANNUITY COMPANY]

POLICY ENDORSEMENT

The life insurance policy ("Policy") issued to you by [Athene Annuity and Life Company] (formerly known as Aviva Life and Annuity Company) is changed to add the following:

CERTIFICATE OF ASSUMPTION

All rights, duties, obligations and liabilities of [Athene Annuity and Life Company] ("Athene") (formerly known as Aviva Life and Annuity Company) under your Policy have been assumed by [Accordia Life and Annuity Company] ("Accordia").

All the terms, conditions and benefits of your Policy remain the same, except that all references to Athene are changed to Accordia.

All notices, claims, actions or communications under your Policy must be made and sent directly to Accordia at [Address].

All premiums due under your Policy should be sent to the following address [Address]. The Home Office of Accordia is located at [Address].

The Home Office of Athene is located at [Address].

This Certificate of Assumption forms a part of and is to be attached to your Policy. IN WITNESS WHEREOF, [Accordia Life and Annuity Company] has caused this Certificate of Assumption to be effective as of [Date].

PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY [ACCORDIA LIFE AND ANNUITY COMPANY]

{Insert Name and Title of Signing Officer}

AMENDED AND RESTATED COINSURANCE AND ASSUMPTION AGREEMENT

between

ATHENE LIFE INSURANCE COMPANY OF NEW YORK

and

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

Dated as of July 31, 2015

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AMENDED AND RESTATED COINSURANCE AND ASSUMPTION AGREEMENT

This Amended and Restated Coinsurance and Assumption Agreement (this "Agreement"), dated as of July 31, 2015, is made by and between Athene Life Insurance Company of New York, formerly known as Aviva Life and Annuity Company of New York, an insurance company organized under the laws of the State of New York (the "Company"), and First Allmerica Financial Life Insurance Company, an insurance company organized under the laws of the Commonwealth of Massachusetts (the "Reinsurer"); each of the Company and the Reinsurer, a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Company and the Reinsurer are currently party to that certain Coinsurance and Assumption Agreement, effective as of the Effective Date (the "Existing Coinsurance and Assumption Agreement");

WHEREAS, the Company and the Reinsurer now desire that this Agreement amend and restate in its entirety the provisions of the Existing Coinsurance and Assumption Agreement effective as of July 31, 2015 (the "Amendment Date");

WHEREAS, the Company desires to cede or retrocede to the Reinsurer, on the terms and conditions stated herein, all of its liabilities under certain life insurance policies issued and reinsured by it;

WHEREAS, the Reinsurer desires to reinsure such policies from the Company on the terms and conditions stated herein;

WHEREAS, the Company and the Reinsurer intend that the basis of the reinsurance shall be 100% coinsurance by the Reinsurer;

WHEREAS, subject to a transition services agreement entered into on the Effective Date between Aviva USA Corporation and the Reinsurer (the "Transition Services Agreement"), the Company and the Reinsurer intend that the Reinsurer will provide certain administrative services for policies reinsured hereunder, and the Company and the Reinsurer have entered into an Administrative Services Agreement, dated as of the Effective Date (the "Administrative Services Agreement"), pursuant to which the Reinsurer shall provide such administrative services on the terms and conditions stated therein; and

WHEREAS, the Reinsurer is required to novate each Reinsured Policy (as defined herein) for which Required Party (as defined herein) consents have been obtained and to assume any such Reinsured Policy as the Reinsurer's direct obligation, and the Company and the Reinsurer intend to cooperate fully in effectuating the assumption and novation of any such Reinsured Policies in accordance with all requirements of Applicable Law (as defined herein).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Company and the Reinsurer hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. Unless the context requires otherwise, for all purposes of this Agreement, the capitalized terms set forth below shall have the following meanings:

“Action” has the meaning ascribed thereto in the Purchase Agreement.

“Actual Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Additional Life Reference Balance Sheet Assets” means the additional assets referenced in the Life Reference Balance Sheet as set forth on Annex E hereto.

“Additional Reserve Requirement” has the meaning ascribed thereto in Section 2.12(a).

“Administrative Services Agreement” has the meaning ascribed thereto in the Recitals.

“Administrator” means the Reinsurer in its capacity as administrator under the Administrative Services Agreement.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

“Agreement” has the meaning ascribed thereto in the Recitals.

“ALAC Coinsurance Treaty” means that certain Coinsurance and Assumption Agreement, by and between Aviva Life and Annuity Company and Presidential Life Insurance Company – USA, dated as of the Effective Date.

“Amendment Date” has the meaning ascribed thereto in the Recitals.

“Annuitization” has the meaning ascribed thereto in Section 5.5(c).

“Annuitization Payment” has the meaning ascribed thereto in Section 5.5(c).

“Applicable Law” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time.

“Applicable Rate” means, with respect to any date of determination, an interest rate equal to one-month LIBOR for dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as of 11:00 a.m., London time, on such date.

“Assigned EI Hedge Costs Amount” shall mean, with respect to each EI Hedge, an amount equal to the gross actual direct acquisition costs paid by the Company for such EI Hedge. For the avoidance of doubt, the Assigned EI Hedge Costs Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assigned EI Hedge Proceeds Amount” shall mean, with respect to each EI Hedge and for each applicable Monthly Accounting Period, an amount equal to any amounts actually received (or deemed received) by the Company from the relevant Hedge Counterparty during such Monthly Accounting Period in accordance with the provisions of such EI Hedge, including upon an early exercise of an EI Hedge by the Company. For the avoidance of doubt, the Assigned EI Hedge Proceeds Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assumed Reinsurance Agreement” means any reinsurance agreement in effect as of the Effective Time under which the Company assumes liabilities or obligations with respect to any Policy, including the assumed reinsurance agreements listed on Schedule 1.1(i) hereto.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in Boston, Massachusetts, New York, New York or Des Moines, Iowa are required or authorized by Applicable Law to be closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning ascribed thereto in Section 2.9(b).

“Company” has the meaning ascribed thereto in the Recitals.

“Company Indemnified Parties” has the meaning ascribed thereto in Section 12.2.

“Company Termination Payment” has the meaning ascribed thereto in Section 10.5.

“Confidential Information” means (a) with respect to the Company, any information with respect to the Company (other than information relating to the Policies) that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Company (other than proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Policies) and information or knowledge about the Company’s processes, services, finances and pricing and reserving methodology and (b) with respect to the Reinsurer, any information with respect to the Policies or the Reinsurer that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Policies and information or knowledge about the Reinsurer’s processes, services, finances and pricing and reserving methodology.

“Consultation Period” has the meaning ascribed thereto in Section 11.1(b).

“CPA Firm” has the meaning ascribed thereto in Section 11.1(b).

“Effective Date” means October 1, 2013.

“Effective Time” means 12:00:01 a.m. Eastern time on the Effective Date.

“EI Hedge” and “EI Hedges” have the meanings ascribed thereto in Section 2.10(a).

“Equity Indexed Reinsured Policies” means all indexed universal life insurance Policies included in the Reinsured Policies.

“Estimated Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(ii).

“Excess FWA Draw Amount” has the meaning ascribed thereto in Section 4.4(d).

“Excess FWA Draw Interest Amount” has the meaning ascribed thereto in Section 4.4(d).

“Excluded Reinsured Liability” means a Loss that a Buyer Indemnified Person under the Purchase Agreement suffers that, if such Loss were suffered by a “Buyer Indemnified Person” under the SPA, would be indemnified by Aviva plc under the SPA.

“Existing Interest Maintenance Reserve” means the unamortized amount as determined from time to time in accordance with the amortization schedule set forth on Schedule 2.11(a) as revised as of the Effective Date.

“Extra Contractual Obligations” means all obligations or Losses (whether known or unknown, contingent or otherwise) incurred or arising at any time under or relating to any Policy that are not provided by the contractual benefits arising under the express terms and conditions of such Policy or are in excess of the applicable Policy benefits, including any liability for taxes, toll charges, fines, penalties, forfeitures, excess or penalty interest, punitive, special, exemplary or other form of extra-contractual damages or attorneys’ fees and costs awarded, which obligations or Losses arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, including obligations or Losses arising out of or relating to: (a) the form, marketing, distribution, sale, underwriting, issuance, cancellation or administration of the Policies; (b) the investigation, defense, trial, settlement or handling of claims, benefits or payments under the Policies; (c) the failure to pay, the delay in payment of, or errors in calculating or administering the payment of, benefits, claims or any other amounts due or alleged to be due under or in connection with the Policies; (d) Premium Taxes other than those settled under Section 2.5 in connection with premiums received under the Policies; (e) the failure of any Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with tax treatment under the Code that is the same as or more favorable than the tax treatment under the Code (i) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the Policy by the Company or any of its predecessors or (ii) for which policies or contracts of that type were reasonably expected to qualify under the Code; (f) the treatment of any Policy as a “modified endowment contract”

within the meaning of Section 7702A of the Code, except where the holder of the Policy shall have consented to its status as a “modified endowment contract” under Section 7702A; (g) the failure of the Company to comply with any applicable tax information reporting, withholding or disclosure requirements with respect to distributions or payments made pursuant to the Policies; (h) any taxes applicable to the Reinsurance Assets (but excluding the Company’s share of any taxes under Section 15.3); and (i) the failure to pay, the delay in payment, or errors in calculating or administering the payment of, unclaimed property, escheat or other similar liabilities related to the Policies; provided that “Extra Contractual Obligations” will not under any circumstances include (x) any such liabilities, obligations or Losses incurred or arising solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer in writing or (y) U.S. federal or state income or capital stock or similar taxes (or any interest or penalties imposed with respect to the payment or reporting thereof) imposed upon the Company or any of its Affiliates.

“Fair Market Value” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Company, consistently applied.

“Funds Withheld Coinsurance Agreements” means the Funds Withheld Coinsurance Agreements between the Company and the Reinsurer dated as of the Effective Date.

“Funds Withheld Account” has the meaning ascribed thereto in Section 4.4(a).

“Funds Withheld Account Amount” means, as of any date of determination prior to or on the Amendment Date, an amount equal to the Reinsurer’s Share of the Statutory Reserves with respect to the Funds Withheld Liabilities, and, as of any date of determination after the Amendment Date but prior to or on the Hedge Termination Date, the amount of the Statutory Book Value of the EI Hedges, in each case, as of such date of determination and determined in accordance with SAP, consistently applied.

“Funds Withheld Account Balance” means, as of a given date prior to or on the Amendment Date, the value of the Funds Withheld Account as reflected in the statutory books and records of the Company, and, as of a given date after the Amendment Date but prior to or on the Hedge Termination Date, the amount of the Statutory Book Value of the EI Hedges, in each case, determined in accordance with SAP.

“Funds Withheld Assets” has the meaning ascribed thereto in Section 4.4(a).

“Funds Withheld Liabilities” means the cash accumulation values related to the Reinsured Policies plus additional actuarial reserves (as calculated in connection with SAP) that are required to be held by the Company with respect to the Reinsured Policies as of such date of determination, which for the avoidance of doubt, includes the Initial Cash Flow Testing Reserves.

“Funds Withheld Transferred Assets” has the meaning ascribed thereto in Section 2.3(c).

“Governmental Entity” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“Governmental Order” means any order, writ, judgment, injunction, declaration, decree, stipulation, determination, award, agreement or permitted practice entered by or with any Governmental Entity.

“Hedge Counterparty” means, with respect to each EI Hedge, the counterparty of the Company with respect to such EI Hedge.

“Hedge Termination Date” means the date upon which the last EI Hedge held by the Company pursuant to Section 2.10(a)(i) matures, is terminated or is novated to the Reinsurer or a designated Affiliate of the Reinsurer pursuant to Section 2.10(a)(vi).

“Initial Cash Flow Testing Reserves” shall mean additional actuarial reserves posted by the Company in connection with the Reinsured Policies as a result of the Company’s most recent triennial exam, which the parties agree shall equal \$28,000,000.

“Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(i).

“Initial Coinsurance Premium Adjustment” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Initial Coinsurance Premium Reconciliation Statement” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Initial Funds Withheld Amount” has the meaning ascribed thereto in Section 2.3(a)(ii).

“Initial Funds Withheld Assets” has the meaning ascribed thereto in Section 2.3(a)(iii).

“Investment Income” means, with respect to any Monthly Accounting Period, (a) the book value net investment earnings of the assets held in the Funds Withheld Account calculated in accordance with SAP plus (in the case of gains) or minus (in the case of losses) all realized capital gains and losses (including other than temporary impairments) and unrealized capital gains and losses (but only for assets carried at the lower of cost or market in accordance with SAP whose changes in value are recorded through surplus) associated with the assets held in the Funds Withheld Account, including policy loan interest income, reflected in the Company’s statutory financial statements prepared in accordance with SAP, *plus*, (b) with respect to the Equity Indexed Reinsured Policies, an amount equal to (i) all realized and unrealized capital gains *minus* all realized and unrealized capital losses (in accordance with SAP) associated with the EI Hedges *minus* (ii) the Assigned EI Hedge Proceeds Amounts, *minus* the Assigned EI Hedge Cost Amounts.

“Life Reference Balance Sheet” means the balance sheet for the Life Business (as defined in the Purchase Agreement) attached as Annex D hereto.

“Losses” means any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, fees, assessments, interest, penalties and reasonable costs and expenses (including reasonable attorneys’ fees and expenses).

“Monthly Accounting Period” means, with respect to any calendar month, the period beginning on the first day of such calendar month and ending on the last day of such calendar month.

“Net Retained Liabilities” means, with respect to any time of determination, all liabilities or obligations in respect of any Policy that, under the terms of any Other Reinsurance Agreement covering such Policy, (a) the Company is required to retain unreinsured and for its own account or (b) in the opinion of the Company and the Reinsurer, requires consent from any party to such Other Reinsurance Agreement in order to effect reinsurance under this Agreement, and as to which a waiver of such requirement or other consent has not been obtained prior to such time of determination.

“Net Retained Liabilities Adjustment Period” has the meaning ascribed thereto in Section 2.4(b)(iii).

“Net Retained Liability Reserve Transfer Amount” means, with respect to any Net Retained Liability for which subsequent to the Effective Date a waiver or consent is obtained to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, the sum of (a) the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to such Net Retained Liability as of the Effective Date, less (b) the Reinsurer’s Share of (x) policy loan balances on such Net Retained Liability as of the Effective Date, and (y) net due and deferred Premiums on such Net Retained Liability as of the Effective Date, reduced by credit for reinsurance taken by the Company in respect of such Net Retained Liability for Other Reinsurance as of the Effective Date.

“Net Settlement” has the meaning ascribed thereto in Section 6.2(a).

“New Amendment Interest Maintenance Reserve” means the interest maintenance reserve created as of the Amendment Date as a direct result of the Funds Withheld Assets transfer pursuant to Section 2.3(c) equal to any net pre-tax realized capital gains on the Funds Withheld Assets multiplied by 65% and as set forth on Schedule 2.12.

“New Interest Maintenance Reserve” means the interest maintenance reserve created at the Effective Time as a direct result of the transactions contemplated by this Agreement equal to any net pre-tax realized capital gains on the Reinsurance Assets multiplied by 65% and as set forth on Schedule 2.11(b).

“Non-Guaranteed Elements” has the meaning ascribed thereto in Section 2.7(b).

“Notice and Certificate of Assumption” has the meaning ascribed thereto in Section 7.3(a).

“Notice of Agreement” has the meaning ascribed thereto in Section 11.1(a).

“Novated Contracts” has the meaning ascribed thereto in Section 7.4.

“Option Letter” has the meaning ascribed thereto in Section 7.3(a).

“Other Reinsurance” means reinsurance ceded with respect to Reinsured Policies under the terms of the ceded reinsurance agreements that the Company has entered into with third parties prior to the Effective Time covering the Reinsured Policies, including the ceded reinsurance agreements listed on Schedule 1.1(ii), and any ceded reinsurance agreement entered into by the Company with the Reinsurer’s prior written consent pursuant to Section 2.6, as all such reinsurance ceded may be in force from time to time.

“Other Reinsurance Agreements” means the reinsurance treaties and agreements documenting the Other Reinsurance (including all amendments and modifications thereto entered into prior to the Effective Date or pursuant to Section 3.2).

“Other Reinsurance Benefits” means, for any period, the aggregate amount of benefits, fees, allowances and other amounts actually received by the Company for reinsurance ceded pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Reinsurance Premiums” means, for any period, the aggregate amount of premiums paid by the Company pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Transaction Agreements” means, collectively, all of the Transaction Documents other than this Agreement.

“Party” has the meaning ascribed thereto in the Recitals.

“Parties” has the meaning ascribed thereto in the Recitals.

“Payee” has the meaning ascribed thereto in Section 9.3(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“Policies” means, collectively, (a) the life insurance policies and contracts listed on the Policy List (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company, (b) the life insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company on or after January 1, 2013 and prior to the Effective Date and (c) any additional life insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by the Company from time to time determined to be a Policy in accordance with Section 5.7, but in the case of each of (a), (b) and (c), excluding the policies and contracts ceded under the Funds Withheld Coinsurance Agreements.

“Policy List” means the list of policies set forth on Annex F, together with any written update to such file provided by the Company to the Reinsurer and, with respect to policies included on any such written update, which were issued or assumed by the Company prior to January 1, 2013 only if such policies are approved in writing by the Reinsurer at least three Business Days prior to the Effective Date.

“Portfolio Yield” means a rate equal to the Yield-to-Maturity of the Barclays Long U.S. Corporate Index as of the last day of the immediately preceding Monthly Accounting Period; provided, however, if the Barclays Long U.S. Corporate Index ceases to be available, the Parties shall endeavor in good faith to agree on a mutually acceptable replacement index and, upon the mutual agreement of the Parties on a replacement index, the “Barclays Long U.S. Corporate Index” shall, for purposes of this definition, be replaced with such replacement index; provided, further, that if the Barclays Long U.S. Corporate Index ceases to be available and the Parties are unable to agree on a mutually acceptable replacement index in respect of any Monthly Accounting Period, then the “Portfolio Yield” for such Monthly Accounting Period shall be equal to 5.00% per annum.

“Premiums” means premiums and considerations due or to become due, premiums deferred and uncollected, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, which are or were held, received or collected by the Company, or which are now due or will become due from any source under or in connection with the Reinsured Policies, but not including Other Reinsurance Premiums.

“Premium Taxes” has the meaning ascribed thereto in Section 2.5(b).

“Purchase Agreement” means that certain Purchase and Sale Agreement, dated as of April 30, 2013, between Athene Holding Ltd. and Commonwealth Annuity and Life Insurance Company.

“Qualified United States Financial Institution” means an institution that is (a) organized or, for a United States branch or agency office of a foreign banking organization, licensed under the laws of the United States or any state thereof and has been granted authority to operate with fiduciary powers and (b) regulated, supervised and examined by federal or state authorities having regulatory authority over banks and trust companies.

“RBC Ratio” means the ratio, as of the date of determination, of the Reinsurer’s “total adjusted capital” over its “company action level risk-based capital”, as such terms are defined and prescribed by requirements promulgated by the National Association of Insurance Commissioners and regulations adopted by the insurance regulatory authorities in the Reinsurer’s state of domicile, which are in effect as of such date, calculated as of the end of each calendar quarter, and using reserving methodologies and asset classifications that are in accordance with generally accepted statutory accounting principles and practices required or

permitted by the National Association of Insurance Commissioners and the insurance regulatory authority in the Reinsurer's state of domicile, consistently applied throughout the specified period and in the immediately prior comparable period; provided, that in the event there is a material change in the factors and formulae prescribed by the insurance regulatory authority in the Reinsurer's state of domicile with respect to the components of and methodologies contained in such calculation, the Parties shall amend this Agreement to incorporate an alternate calculation that is reasonably equivalent to the components of and methodologies contained in the calculation of the Reinsurer's RBC Ratio in effect as of the Effective Date within thirty (30) calendar days after the implementation of such change, and if the Parties cannot agree on any such alternative, the Reinsurer shall continue to calculate its RBC Ratio as if such material change had not occurred.

"Reinsurance Assets" has the meaning ascribed thereto in Section 2.3(a)(ii).

"Reinsured Liabilities" means all gross liabilities and obligations, net of Other Reinsurance Benefits, to the extent such liabilities and obligations arise out of or relate to the Reinsured Policies, including payments of any such liabilities or obligations to any Governmental Entity, whether for tax withholding, escheat, unclaimed property or otherwise, and Extra Contractual Obligations, but excluding (i) any liabilities or obligations arising out of or relating to the Reinsured Policies that have been incurred but not reported prior to the Effective Time, (ii) Net Retained Liabilities, (iii) any liabilities or obligations arising out of or relating to the Novated Contracts, and (iv) those liabilities that are indemnified by Athene Holding Ltd. under Section 7.2(a)(ii) of the Purchase Agreement.

"Reinsured Policies" has the meaning ascribed thereto in Section 2.1.

"Reinsurer" has the meaning ascribed thereto in the Recitals.

"Reinsurer Indemnified Parties" has the meaning ascribed thereto in Section 12.1.

"Reinsurer's Objection" has the meaning ascribed thereto in Section 11.1(a).

"Reinsurer's Share" has the meaning ascribed thereto in Section 2.2.

"Reinsurer Termination Event" means any failure by the Company (or any successor by operation of law of the Company, including any receiver, liquidator, rehabilitator, conservator or similar Person of the Company) to pay any material amount of Premiums or other amounts due to the Reinsurer under this Agreement payable by the Company if such failure has not been cured within ninety (90) calendar days after receipt of written notice thereof from the Reinsurer.

"Reinsurer Termination Payment" has the meaning ascribed thereto in Section 10.5.

"Representatives" has the meaning ascribed thereto in Section 13.1.

"Required Balance" has the meaning ascribed thereto in Section 4.1(b).

“Required Party” means any policyholder, contractholder, certificate holder and/or plan sponsor, as applicable, of a Reinsured Policy whose consent is required for novation of such Reinsured Policy under (a) Applicable Law, (b) the terms of the applicable Reinsured Policy, or (c) the consent solicitation procedures set forth on Schedule 7.3(a) (which identifies requirements applicable to different types of Reinsured Policies).

“Review Period” has the meaning ascribed thereto in Section 11.1(a).

“SAP” means the statutory accounting principles and practices prescribed by the insurance regulatory authorities in the Company’s state of domicile.

“SPA” means the Stock Purchase Agreement (as amended, modified or supplemented in accordance with its terms), dated as of December 21, 2012, between Aviva plc and Athene Holding Ltd.

“SPA Adjusted Coinsurance Premium” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“SPA Coinsurance Premium Reconciliation Statement” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“Statutory Book Value” means the carrying value of the subject asset or liability on the books of the Reinsurer for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer’s state of domicile, consistently applied.

“Statutory Reserves” means, as of any date of determination, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities, including additional actuarial reserves (as used in connection with SAP) that are required to be held by the Company with respect to the Reinsured Policies as of such date of determination, in each case, as determined in accordance with SAP, consistently applied, and reduced by credit for reinsurance taken by the Company in respect of the Reinsured Policies for Other Reinsurance as of such date of determination. The parties agree that the additional actuarial reserves for purposes of calculating the “Initial Coinsurance Premium” shall be the Initial Cash Flow Testing Reserves.

“Supplementary Contracts” shall mean all supplementary contracts, whether with or without life contingencies, issued by the Company upon the Annuitization of a Reinsured Policy.

“Systems Conversion” has the meaning ascribed thereto in Section 5.5(c).

“Targeted Policies” has the meaning ascribed thereto in Section 7.1.

“Taxes” has the meaning ascribed thereto in the Purchase Agreement.

“Tax Returns” has the meaning ascribed thereto in the Purchase Agreement.

“Transaction Documents” has the meaning ascribed thereto in the Purchase Agreement.

“Transferred Assets” has the meaning ascribed thereto in Section 2.3(a)(i).

“Transition Services Agreement” has the meaning ascribed thereto in the Recitals.

“Trust Account” has the meaning ascribed thereto in Section 4.1(a).

“Trust Agreement” means the Trust Agreement between the Reinsurer, as grantor, the Company, as beneficiary, and the Trustee, as trustee, substantially in the form attached as Exhibit I hereto.

“Trustee” has the meaning ascribed thereto in Section 4.1(a).

“Trust OC Amount” means 2.75% *multiplied by* the sum of (i) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies if this Agreement were not in effect, *plus* (ii) the Reinsurer’s Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus* (iii) the amount of any New Interest Maintenance Reserve, *plus* (iv) the amount of any New Amendment Interest Maintenance Reserve, in each case, as of such date of determination and determined in accordance with SAP, consistently applied.

“UCC” means the Uniform Commercial Code, as said code has been enacted in the State of New York or any other applicable jurisdiction.

“Unresolved Items” has the meaning ascribed thereto in Section 11.1(b).

Section 1.2 Construction.

(a) For purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated.

(b) Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

(c) For purposes of this Agreement, the term “including” means “including but not limited to.”

(d) Whenever used in this Agreement, the masculine gender shall include the feminine and neutral genders.

(e) All references herein to Articles, Sections, Subsections, Paragraphs, Exhibits, Annexes and Schedules shall be deemed references to Articles, Sections, Subsections and Paragraphs of, and Exhibits, Annexes and Schedules to, this Agreement, unless the context shall otherwise require.

(f) Any reference herein to any statute, agreement or document, or any section thereof, shall, unless otherwise expressly provided, be a reference to such statute, agreement, document or section as amended, modified, restated, supplemented or otherwise changed (including any successor section) and in effect from time to time.

(g) All terms defined in this Agreement shall have the defined meaning when used in any Schedule, Annex, Exhibit, certificate or other documents attached hereto or made or delivered pursuant hereto unless otherwise defined therein.

ARTICLE II COINSURANCE

Section 2.1 Scope and Basis of Reinsurance. The reinsurance provided under this Agreement applies to all Policies, other than Novated Contracts, that are (a) issued by the Company and in force as of the Effective Time, (b) issued by the Company after the Effective Time in accordance with Section 5.6 hereof, (c) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time, and (d) reinstated by the Company in accordance with Section 5.4 hereof (collectively, the "Reinsured Policies"); provided, that "Reinsured Policies" shall not include any Supplementary Contracts or any Policies that have been subject to an Annuitization in accordance with Section 5.5(c).

Section 2.2 Reinsuring Clause. Subject to the terms and conditions of this Agreement, the Company hereby cedes and the Reinsurer hereby reinsures on a coinsurance basis, 100% (the "Reinsurer's Share") of all Reinsured Liabilities.

Section 2.3 Transfer of Assets and Ceding Commission.

(a) Coinsurance Premium.

(i) On the Effective Date, the Company will pay to the Reinsurer an initial coinsurance premium that relates to the Reinsured Policies (other than with respect to the Funds Withheld Liabilities) consisting of assets that are listed and that have Fair Market Values, exclusive of accrued interest, set forth on Annex A-1 (the "Transferred Assets") and cash, equal to the Reinsurer's Share of the following amount: (A) the Statutory Reserves held by the Company with respect to the Reinsured Policies (other than with respect to the Funds Withheld Liabilities), *plus* (B) the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities (including with respect to the Funds Withheld Liabilities), *plus* (C) the amount of any New Interest Maintenance Reserve divided by 65%, *minus* (D) the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto) (other than with respect to the Funds Withheld Liabilities), *minus* (E) the net due and deferred Premiums on the Reinsured Policies, *minus* (F) the aggregate Statutory Book Value of the EI Hedges as of the Effective Date, *plus* (G) the other liabilities set forth on the Life Reference Balance Sheet, *minus* (H) the Additional Life Reference Balance Sheet Assets, *minus* (I) the amount of accrued interest on the Transferred Assets, in the case of each of clauses (A) through (D), determined in accordance with SAP, consistently applied, as of the Effective Time (such amount, the "Non-Funds Withheld Initial Coinsurance Premium").

(ii) On the Effective Date, the Company will allocate to the Funds Withheld Account an initial coinsurance premium that relates to the Funds Withheld Liabilities consisting of assets that are listed and that have the Statutory Book Values set forth on Annex A-2 (the “Initial Funds Withheld Assets”, and together with the Transferred Assets, the “Reinsurance Assets”) and cash with an aggregate Statutory Book Value, determined three (3) Business Days prior to the Effective Date, equal to the Statutory Reserves held by the Company with respect to the Funds Withheld Liabilities (such amount, the “Initial Funds Withheld Amount”, and together with the Non-Funds Withheld Initial Coinsurance Premium, the “Initial Coinsurance Premium”).

(iii) For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, for purposes of calculating the Initial Coinsurance Premium, the term “Reinsured Policies” shall not include the portion of the policies from which Net Retained Liabilities, if any, arise.

(iv) The amount of the Initial Coinsurance Premium paid on the Effective Date shall be determined on an estimated basis (the “Estimated Initial Coinsurance Premium”) as follows: (x) with respect to each of the items set forth in clauses (A), (B), (D), (F) and (G) of the definition of “Non-Funds Withheld Initial Coinsurance Premium” and the items set forth in clause (A) of the definition of “Initial Funds Withheld Amount,” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be equal to the respective amounts set forth on the Life Reference Balance Sheet; and (y) with respect to the items set forth in clauses (C) and (E) of the definition of the “Non-Funds Withheld Initial Coinsurance Premium” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be determined by the Company in good faith and in a manner consistent with the principles governing the preparation of the Life Reference Balance Sheet on an estimated basis as of the date that is three (3) Business Days prior to the Effective Date.

(v) On the Effective Date, the Company shall deliver to the Reinsurer a statement setting forth (A) the amount of the Estimated Initial Coinsurance Premium, determined as of the date that is three (3) Business Days prior to the Effective Date, and (B) the final list of Reinsurance Assets, which will be based on Annexes A-1 and A-2, and will include the Fair Market Value and the Statutory Book Value of the Reinsurance Assets, determined as of the date that is three (3) Business Days prior to the Effective Date.

(vi) No later than fifty (50) Business Days after the Effective Date, the Company shall deliver to the Reinsurer a statement (the “Initial Coinsurance Premium Reconciliation Statement”) prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (A) through (G) of the definition of the “Non-Funds Withheld Initial Coinsurance Premium” and the calculation of the Initial Funds Withheld Amount (such amount, the “Actual Initial Coinsurance Premium”) and (2) the Fair Market Value of the Transferred Assets as of the Effective Date and the Statutory Book Value of the Funds Withheld Assets as of the Effective Date. The “Initial Coinsurance Premium Adjustment” shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the Actual Initial Coinsurance Premium *minus* the

Estimated Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Fair Market Value of the Transferred Assets on the Effective Date *minus* the Fair Market Value of the Transferred Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 2.3(a)(i), *minus* (C) the difference (whether positive or negative) between the Statutory Book Value of the Funds Withheld Assets on the Effective Date *minus* the Statutory Book Value of the Funds Withheld Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 2.3(a)(ii). If the Initial Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Initial Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount of cash equal to the absolute value of the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(vii) No later than thirty (30) Business Days following any final adjustments to the Purchase Price (as defined in the SPA) in accordance with Annex C of the SPA, the Company shall deliver to the Reinsurer a statement (the “SPA Coinsurance Premium Reconciliation Statement”) prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (A) through (G) of the definition in the “Non-Funds Withheld Initial Coinsurance Premium” and the calculation of the Initial Funds Withheld Amount (such amount, the “SPA Adjusted Coinsurance Premium”) and (2) the Fair Market Value of the Transferred Assets as of the Effective Date and the Statutory Book Value of the Funds Withheld Assets as of the Effective Date. The “SPA Coinsurance Premium Adjustment” shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the SPA Adjusted Coinsurance Premium *minus* the Actual Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Fair Market Value of the Transferred Assets determined in connection with the calculation of the Actual Initial Coinsurance Premium *minus* the Fair Market Value of the Transferred Assets determined in connection with the calculation of the SPA Adjusted Coinsurance Premium, *minus* (c) the difference (whether positive or negative) between the Statutory Book Value of the Funds Withheld Assets determined in connection with the calculation of the Actual Initial Coinsurance Premium *minus* the Statutory Book Value of the Funds Withheld Assets determined in connection with the calculation of the SPA Adjusted Coinsurance Premium. If the SPA Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the SPA Coinsurance Premium Adjustment within five (5) Business

Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the SPA Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount of cash equal to the absolute value of the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 11.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(b) Ceding Commission. Neither the Reinsurer nor the Company shall be required to pay a ceding commission hereunder.

(c) Funds Withheld Asset Transfer. On the Amendment Date, the Company will transfer to the Reinsurer, by depositing into the Trust Account, all of the assets held in the Funds Withheld Account on the Amendment Date (the "Funds Withheld Transferred Assets"). A complete list of the Funds Withheld Transferred Assets is set forth on Schedule 2.3.

Section 2.4 Net Retained Liabilities.

(a) The Company shall be solely responsible for, and the Reinsurer will cooperate reasonably to obtain all waivers and consents necessary in order to reinsure 100% of the Net Retained Liabilities under this Agreement. The Company and the Reinsurer, at the Company's reasonable instruction, shall each use their reasonable best efforts in the context of current market conditions to obtain any such waivers and consents (it being understood that the Company's and the Reinsurer's executive officers shall, to the extent reasonably appropriate, be personally engaged in that process) and promptly advise the other Party of any communications with respect to any such waivers and consents. All correspondence from the Reinsurer to any Person from whom such a waiver or consent is sought shall be in a form approved by the Company. The Company shall effect any such action with respect to such waivers and consents, including sending correspondence requesting such waivers and consents. To the extent that after the Effective Time, any written waivers or consents are obtained to reinsure a Net Retained Liability in respect of a Policy under the terms of this Agreement or the Parties otherwise agree in writing that any such waivers or consents shall not be required as a condition to coverage of such Policy hereunder, then the liability and obligation pertaining to such Policy shall no longer be deemed a Net Retained Liability for purposes of this Agreement and the liability and obligation pertaining to such Policy shall be reinsured hereunder effective as of the date of such written consent, waiver or agreement by the Parties, as applicable.

(b) With respect to any such written waiver or consent that is obtained or any such other agreement between the Parties that any such waivers or consents shall not be required as a condition to coverage hereunder, in each case, after the Effective Date:

(i) the Company shall pay the Reinsurer an amount of cash equal to the Net Retained Liability Reserve Transfer Amount with respect to such Net Retained Liability for which waiver or consent was obtained or with respect to which the Parties agreed did not require a consent or waiver as a condition to coverage hereunder;

(ii) the Company shall deliver to the Reinsurer a statement setting forth the Company's good faith calculation of the difference (whether positive or negative) between (x) the aggregate amount of the premiums and considerations, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements, reinsurance recoverables and similar amounts, received or collected by the Company in respect of the portion of the Policies from which the relevant Net Retained Liabilities arise during the period following the Effective Date and prior to the date on which such waiver or consent was obtained or with respect to which the Parties agreed such waiver or consent was not required as a condition to coverage hereunder (the "Net Retained Liabilities Adjustment Period"); and (y) the aggregate amount equal to the obligations, including any and all death claims, cash surrender benefits, policyholder dividends, reinsurance premiums, commissions and similar amounts, arising out of or relating to the portion of the Policies from which the relevant Net Retained Liabilities arise (including Extra Contractual Obligations) incurred by the Company during the Net Retained Liabilities Adjustment Period. If such amount is positive, then such amount shall be due to be paid the Company by the Reinsurer, and if such amount is negative, then such amount shall be due to be paid to the Reinsurer by the Company, in each case, together with an amount of interest on such payment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment; and

(iii) The payment of the amounts in clauses (i) and (ii) shall be reflected in the Net Settlement for the month in which such consent or waiver was obtained and paid in accordance with Section 6.2.

(c) For the avoidance of doubt, prior to obtaining any such required written consents or waivers, or the making of any such written agreement, the portion of each Policy from which Net Retained Liabilities arise shall not be deemed to constitute a Reinsured Policy for purposes of this Agreement; provided that the Reinsurer shall provide administrative services with respect to any Net Retained Liabilities (and the associated Policies) pursuant to the Administrative Services Agreement. Except as otherwise contemplated by this Section 2.4, the Company shall bear the cost of obtaining any waivers or consents to reinsure a Net Retained Liability.

Section 2.5 Guaranty Fund Assessments and Premium Taxes.

(a) Guaranty Funds Assessments. In the event the Company is required to pay an assessment on or after the Effective Date in respect of the Reinsured Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction, the portion, if any, of such assessment related to such Reinsured Policies shall be reimbursed by the Reinsurer as part of the applicable monthly settlement pursuant to Section 6.2. To the extent there is any recovery of any such assessment paid by the Reinsurer, the Company shall promptly pay the Reinsurer's Share of such recovery to the Reinsurer.

(b) Premium Taxes.

(i) The Reinsurer shall pay to the Company a provision for premium taxes and other charges, fees, taxes and assessments, including retaliatory taxes (collectively, "Premium Taxes"), incurred or imposed on or after the Effective Date in connection with premiums written or received under the Reinsured Policies. The provision for Premium Taxes shall be estimated at 1.8% of premiums received under the Reinsured Policies, as calculated on a monthly basis, and shall be paid by the Reinsurer to the Company as part of the monthly settlement pursuant to Section 6.2 and adjusted annually to an actual rate for each year as part of the monthly settlement pursuant to Section 6.2 for the second calendar month of the following year, with such monthly settlement to reflect the difference between actual Premium Taxes in respect of the Reinsured Policies (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 2.5(a)) and estimated Premium Taxes.

(ii) Each Party shall promptly notify the other in writing upon receipt by it or any of its Affiliates of notice of any pending or threatened Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes.

(iii) The Company shall have the right to control the conduct of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes, and to employ counsel of the Company's choice; provided, that the Reinsurer shall be permitted, at the Reinsurer's expense, to be present at, and to participate in, any Action related to Premium Taxes. Notwithstanding such control, the Company shall not settle, either administratively or after the commencement of litigation, any claim for Premium Taxes without providing reasonable advance written notice to, and an opportunity for prior consultation with, the Reinsurer. The Parties shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the preparation for any Premium Tax audit or other Action related to Premium Taxes, and the prosecution or defense of any Action related to any Premium Taxes or any Premium Tax Returns filed in connection with such Premium Taxes. The Parties shall reasonably cooperate with each other in the conduct of any Action related to any Premium Taxes. Any information obtained under this Section 2.5(b)(iii) shall be kept confidential, except as otherwise reasonably may be required in connection with the filing of Premium Tax Returns or claims for Premium Tax refunds or in conducting any Action related to Premium Taxes.

Section 2.6 Other Reinsurance. This Agreement is written on a "gross" basis and thus the costs and benefits of Other Reinsurance inuring on the Reinsured Policies are intended to be borne by the Reinsurer; provided, that to the extent the Other Reinsurance became unrecoverable (in accordance with the Company's ordinary-course evaluation and statutory accounting treatment) prior to the Effective Time, the recoverability of such amounts shall be borne by the Company. Other Reinsurance with respect to the Reinsured Policies shall be accounted for herein such that the Reinsurer participates in the Reinsurer's Share of any premiums, benefits,

recoveries, ceding or expense allowances, other allowances and other adjustments as such amounts and such risks are paid, received or otherwise collected by the Company with respect to such Other Reinsurance, it being understood that the Reinsurer shall bear all risk of collecting third party reinsurance (except as otherwise provided in Section 3.2(c)). Risks under the terms of any agreement of Other Reinsurance as shall be terminated or recaptured with the Reinsurer's prior written consent shall be ceded automatically hereunder to the Reinsurer without any further action required, subject to the receipt by the Reinsurer of the Reinsurer's Share of any reserve transfer or similar transfer or settlement amount received by the Company from the applicable third party reinsurer. In connection with any such termination or recapture with the Reinsurer's prior written consent, the Reinsurer shall pay the Reinsurer's Share of any resulting special transfer or recapture fee incurred by the Company. The Company covenants that absent the prior written consent of the Reinsurer, the Company shall not enter into any new or change any existing reinsurance cession with respect to any of the Reinsured Policies. Notwithstanding this Section 2.6 or Section 3.2, the Company shall retain all rights and primary responsibility with respect to payments under Other Reinsurance Agreements.

Section 2.7 Policy Changes and Non-Guaranteed Elements.

(a) Policy Changes. The Company agrees that it shall not make any changes in the provisions and conditions of a Reinsured Policy or an Assumed Reinsurance Agreement except with the Reinsurer's prior written consent or to the extent that any change to the terms of any Reinsured Policy is required by Applicable Law. To the extent a change is required by Applicable Law, the Company shall, within a reasonable period of time prior to effecting such change, provide reasonably detailed written notice to the Reinsurer describing the nature of such change and the reasons for making such change. The Company shall also afford the Reinsurer, at the Reinsurer's expense, the opportunity, to the extent reasonably practicable, to object to such change under applicable administrative procedures to the same extent the Company could make such objection under Applicable Law; provided, that the Reinsurer may only object to such change in the same manner and to the same extent as it objects to any similar change required by any Applicable Law to life insurance policies and contracts of the Reinsurer that are substantially similar to the Reinsured Policies.

(b) Non-Guaranteed Elements. The Company will be responsible for determining the cost of insurance charges, loads and expense charges, credited interest rates, mortality and expense charges, administrative expense risk charges and policyholder dividends, as applicable, under the Reinsured Policies ("Non-Guaranteed Elements"); provided, that the Reinsurer may provide written recommendations regarding the Non-Guaranteed Elements to the Company and, provided that such recommendations are the same as the Non-Guaranteed Elements established by the Reinsurer for life insurance policies and contracts of the Reinsurer that are substantially similar to the Reinsured Policies and comply with the written terms of the Policies, Applicable Law and Actuarial Standards of Practice promulgated by the Actuarial Standards Board governing redetermination of non-guaranteed charges. The Company should consider any such recommendations and act reasonably and in good faith in determining whether to accept any such recommendations and shall not unreasonably delay implementation of any accepted recommendations for more than ten (10) Business Days after such recommendations are provided to the Company in writing. Notwithstanding the foregoing, the Company shall retain the responsibility for determining the Non-Guaranteed Elements.

Section 2.8 Premiums. Payment of Premiums to the Reinsurer, as Administrator pursuant to the Administrative Services Agreement, by or on behalf of a policyholder shall be deemed received by the Company. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Date by the Company for premiums, fees or other payments on or in respect of the Reinsured Policies shall be held in trust by the Company for the benefit of the Reinsurer and shall be immediately transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to the Reinsured Policies that are payable to, or to the order of, the Company and received by the Reinsurer under this Agreement.

Section 2.9 Assignment; Security Interest.

(a) The Company hereby assigns, transfers and conveys to the Reinsurer, effective as of the Effective Time, all of the Company's right, title and interest (legal, equitable or otherwise), if any, to payments (i) under the Reinsured Policies of principal and interest paid on policy loans and (ii) of the Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies. The Reinsurer and the Company hereby agree that, in connection with any termination of this Agreement, all of the Reinsurer's right, title and interest (legal, equitable or otherwise) in and to the items set forth in (i) and (ii) above shall be immediately assigned, transferred and conveyed to the Company without any further action by the Parties. Each Party, as reasonably requested by the other from time to time, shall take all reasonably appropriate actions and execute any reasonably necessary and appropriate additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out the provisions of this Section 2.9(a).

(b) The Parties intend that at all times prior to the termination of this Agreement that the Company's assignment pursuant to Section 2.9(a) be a present assignment of all of the Company's rights, title and interest and not an assignment as collateral. However, to the extent that such assignment is not recognized as a present assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance to the Reinsurer, the Company does hereby bargain, sell, convey, assign and otherwise pledge to the Reinsurer, and grant a first priority security interest to the Reinsurer in, all of the Company's right, title and interest (legal, equitable or otherwise), if any, to payments (i) under the Reinsured Policies of principal and interest paid on policy loans and (ii) of all Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies (collectively, the "Collateral") to secure all of the Company's obligations under this Agreement.

(c) This Section 2.9 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement, including Sections 2.1, 2.2, 2.3, 2.9, 6.2 and 13.1, and the intent of this Agreement, the Company retained ownership of or any rights in the Collateral, the Reinsurer's rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 2.9 be interpreted as such.

(d) At or prior to the Effective Time, the Company shall file, and the Reinsurer is authorized to file, any and all financing statements reasonably requested by the Reinsurer in order to perfect the Reinsurer's right, title and interest under Article 9 of the UCC in and to the Collateral, and the Company shall do such further acts and things as the Reinsurer may reasonably request in order that the security interest granted hereunder may be maintained as a first priority perfected security interest; provided, that the Reinsurer shall be required to bear all out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by the Company in connection with any such action or other thing requested by the Reinsurer.

Section 2.10 Hedging.

Prior to the Hedge Termination Date:

(i) The Company shall purchase derivatives to hedge the index risk associated with the Equity Indexed Reinsured Policies (each, an EI Hedge" and collectively, the "EI Hedges"). The Company hereby conveys, transfers and assigns to the Reinsurer, effective as of the Effective Date, a 100% interest in the gross realized and unrealized capital gains and losses in respect of the EI Hedges purchased by the Company prior to or following the Effective Date, intended to hedge the index risk associated with the Reinsurer's Share of the Equity Indexed Reinsured Policies, each such EI Hedge purchased prior to the Amendment Date is set forth on Annex C hereto. Such assignment shall occur automatically, without further action on the part of either Party, upon the purchase by the Company of any EI Hedge or, in the case of any EI Hedges entered into prior to the Effective Date, as of the Effective Date. Following the Amendment Date, the Company shall no longer purchase, and, following the Hedge Termination Date, the Company shall no longer maintain any EI Hedges. EI Hedges assigned under this Section 2.10(a) will be accounted as funds withheld assets payable by the Company to the Reinsurer.

(ii) The Company shall pay to the Reinsurer an amount equal to any realized and unrealized capital gains (in accordance with SAP) associated with the EI Hedges in accordance with Section 6.2.

(iii) The Reinsurer shall pay to the Company an amount equal to any realized and unrealized capital losses (in accordance with SAP) associated with the EI Hedges in accordance with Section 6.2.

(iv) The Company shall use reasonable care in its hedging activities with respect to the Reinsured Policies, and such activities shall be consistent with the applicable standards set forth in the Transition Services Agreement. In addition, the Company shall not treat the EI Hedges in any respect in a manner that is different than the manner in which it treats the hedges it enters into with respect to equity indexed policies issued by the Company that are not Equity Indexed Reinsured Policies.

(v) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the EI Hedges and to perform fully each of its obligations

thereunder. The Company may not modify, amend or terminate any EI Hedge or waive any of its rights under any such EI Hedge without the Reinsurer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request and if applicable, requiring the collateralization by the Hedge Counterparty of exposure and other amounts required to be paid or delivered thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to terminate any such EI Hedge and shall, at the Reinsurer's instruction and expense, effect any discretionary action with respect to the management or administration of the EI Hedges as the Reinsurer shall reasonably request, including termination, as may be available pursuant to the terms and conditions of any EI Hedge; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such discretionary action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such discretionary action as reasonably requested by the Reinsurer. The Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer, pursue commercially reasonable management and collection efforts with respect to the EI Hedges and, in general, will reasonably cooperate with the Reinsurer in the management and administration of the EI Hedges.

(vi) Following the Effective Date, at the Reinsurer's request and expense, the Company shall cooperate with the Reinsurer and use its reasonable best efforts in the context of current market conditions to novate any EI Hedges from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Company shall promptly advise the Reinsurer of any communications with respect to any such proposed novation. All material, written correspondence from either the Company or the Reinsurer to any Hedge Counterparty in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense, the Company shall take any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an EI Hedge be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such action as reasonably requested by the Reinsurer.

Section 2.11 Existing Interest Maintenance Reserve. Set forth on Schedule 2.11(a) is the Reinsurer's Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities and set forth on Schedule 2.11(b) is the amount of the New Interest Maintenance Reserve. The entirety of such Existing Interest Maintenance Reserve and New Interest Maintenance Reserve shall be calculated by the Company and ceded to and held by the Reinsurer, and shall be amortized as set forth on Schedule 2.11. The Company shall have no obligation to establish any such Existing Interest Maintenance Reserve or New Interest Maintenance Reserve.

Section 2.12 New Amendment Interest Maintenance Reserve. Set forth on Schedule 2.12 is the amount of the New Amendment Interest Maintenance Reserve. The entirety of such New Amendment Interest Maintenance Reserve shall be calculated by the Company and ceded to and held by the Reinsurer, and shall be amortized as set forth on Schedule 2.12. The Company shall have no obligation to establish any such New Amendment Interest Maintenance Reserve.

Section 2.13 Cash Flow Testing Reserves. The Reinsurer will pay to the Company the Portfolio Yield on the Initial Cash Flow Testing Reserves as part of the Net Settlement pursuant to Section 6.2.

ARTICLE III REINSURANCE LIABILITY

Section 3.1 Reinsurance Liability. The reinsurance by the Reinsurer of the Reinsured Policies is subject to the same rates, conditions, limitations and restrictions as the insurance under the Reinsured Policies written by the Company on which the reinsurance is based. The liability of the Reinsurer hereunder on the terms described herein begins as of the Effective Time and, subject to Article X hereof, the liability of the Reinsurer on any Reinsured Policy will terminate as and when all liability of the Company with respect to such Reinsured Policy terminates.

Section 3.2 Other Reinsurance.

(a) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the Other Reinsurance Agreements and to perform fully each of its obligations thereunder. The Company may not modify, amend, terminate or recapture any Other Reinsurance Agreement or waive any of its rights under any such agreement without the Reinsurer's prior written consent and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request, requiring the collateralization by the third party reinsurer of reserve balances and other amounts thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to recapture risks ceded under any of the Other Reinsurance Agreements or to otherwise terminate any such agreement and shall, at the Reinsurer's instruction and expense, effect any such action with respect to the management or administration of the Other Reinsurance as the Reinsurer shall reasonably request, including termination or recapture, as may be available under or with respect to the terms of any Other Reinsurance Agreement; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. Subject to the terms and conditions of the Administrative Services Agreement, the Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer (including any reasonable out-of-pocket expenses incurred by the Company), pursue commercially reasonable management and collection efforts with respect to the Other Reinsurance and, in general, will reasonably cooperate with the Reinsurer in the management of the Other Reinsurance.

(b) Following the Effective Date, at the Reinsurer's expense and reasonable request, the Company shall cooperate with the Reinsurer and shall use its reasonable best efforts in the context of current market conditions to novate any Other Reinsurance from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Parties shall promptly advise each other of any communications with respect to any such proposed novation. All correspondence from either the Company or the Reinsurer to any reinsurer under Other Reinsurance in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense (including any reasonable out-of-pocket expenses incurred by the Company), the Company shall effect any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an Other Reinsurance Agreement be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(c) The Company agrees that whenever an Other Reinsurance Agreement provides the Company with a right of set-off, the Company shall exercise such right of set-off in the event that amounts are due and unpaid from the Reinsurer. The Company shall have no obligation to pursue any claims it may have for indemnification to which it may be entitled in connection with the Other Reinsurance unless requested to do so by the Reinsurer and at the cost and expense of the Reinsurer (including reasonable out-of-pocket expenses incurred by the Company). In no event shall any such right to indemnification reduce the Reinsurer's responsibility for the risk of all Other Reinsurance.

Section 3.3 Disclaimer. The Company has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Company expressly disclaims, and makes no representations or warranties to the Reinsurer, other than those expressly contained in this Agreement. The Reinsurer has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Reinsurer expressly disclaims, and makes no representations or warranties to the Company, other than those expressly contained in this Agreement.

ARTICLE IV CERTAIN FINANCIAL PROVISIONS

Section 4.1 Provision of Security by the Reinsurer.

(a) On the Effective Date, the Reinsurer shall establish and fund with an amount of cash and assets having a Statutory Book Value equal to the Required Balance, calculated in good faith by the Reinsurer as of the Effective Date based on the information set forth in the statement delivered by the Company pursuant to Section 2.3(a)(ii), a trust account (the "Trust Account") with a Qualified United States Financial Institution unaffiliated with the Reinsurer and the Company and which is reasonably acceptable to the Reinsurer and the Company (the "Trustee") at the sole cost and expense of the Reinsurer naming the Company as sole beneficiary and shall enter into the Trust Agreement to provide security for the payment of amounts due the Company under this Agreement. The Reinsurer shall transfer or pay into the

Trust Account, and shall thereafter maintain in the Trust Account, cash and assets managed by the Reinsurer or its designee in accordance with the requirements set forth in the Trust Agreement, having a Statutory Book Value, determined in good faith by the Reinsurer on a quarterly basis, to be not less than the Required Balance.

(b) For purposes of this Agreement, the term "Required Balance", as of any date of determination, means an amount equal to (i) (A) the Reinsurer's Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies (other than, prior to the Amendment Date, with respect to the Funds Withheld Liabilities) if this Agreement were not in effect, *plus* (B) the Reinsurer's Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities (other than, prior to the Amendment Date, with respect to the Funds Withheld Liabilities), *plus* (C) the amount of any New Interest Maintenance Reserve, *plus* (D) following the Amendment Date, the amount of any New Amendment Interest Maintenance Reserve, *less* (E) the amount of outstanding policy loans on the Reinsured Policies (other than, prior to the Amendment Date, with respect to the Funds Withheld Liabilities) (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *less* (F) the net due and deferred Premiums on the Reinsured Policies (other than, prior to the Amendment Date, with respect to the Funds Withheld Liabilities), *less* (G) following the Amendment Date and prior to the Hedge Termination Date, the aggregate Statutory Book Value of the EI Hedges, in each case, as of such date of determination and determined in accordance with SAP (to the extent SAP is applicable), consistently applied, *plus* (ii) the Trust OC Amount. The Required Balance and the Statutory Book Value of any assets held in the Trust Account shall be calculated by the Reinsurer as of the last day of each calendar quarter, and the Reinsurer shall provide a certification with respect to such valuation, including the Statutory Book Value and Fair Market Value of the assets (both on an asset-by-asset basis and a cumulative basis), to the Company and the Trustee within thirty (30) days after the end of such quarter. If the amount of cash plus the Statutory Book Value of assets held in the Trust Account as of any quarter end is less than the Required Balance as of such quarter end, the Reinsurer shall within five (5) Business Days after such determination is made make such further deposits to the Trust Account as are required in order to restore the Required Balance as of such quarter end. If the amount of cash plus the Statutory Book Value of assets held in the Trust Account as of any quarter end is greater than the Required Balance as of such quarter end, the Reinsurer may provide notice to the Company of its desire to withdraw assets from the Trust Account, specifying the amount and type of assets to be withdrawn. Within five (5) Business Days following its delivery of such notice to the Company, the Reinsurer may withdraw such assets from the Trust Account in excess of the amount necessary to maintain such Required Balance as of the applicable quarter end in accordance with the requirements set forth in the Trust Agreement. Any disputes by the Company of the amount of the Required Balance or the valuation of any asset deposited in the Trust Account pursuant to this Section 4.1 shall be resolved in accordance with Section 11.1. Upon resolution of any such dispute in accordance with Section 11.1, either (A) the Reinsurer shall cause to be deposited additional assets that comply with Section 4.1(a) within two (2) Business Days following such resolution, such that following any such deposit, the amount of cash plus the Statutory Book Value of the assets held in the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end; or (B) the Reinsurer may withdraw assets from the Trust Account in accordance with this Section 4.1(b), such that following any such withdrawal, the amount of cash plus the Statutory

Book Value of the assets held in the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end. Unless otherwise agreed upon in writing by the Company, the Reinsurer shall maintain the Trust Account until all obligations of the Reinsurer under this Agreement have been fully satisfied, as determined by the Company in its sole discretion.

(c) The Company and the Reinsurer agree that the assets maintained in the Trust Account may be withdrawn by the Company only after a default by the Reinsurer in the performance of its monetary obligations hereunder that is not being disputed by the Reinsurer in good faith, which undisputed payment default has not been cured by the Reinsurer within five (5) Business Days following its receipt of a written notice thereof delivered by the Company. The amount of any such withdrawal in excess of amounts then due to Company hereunder shall be deemed maintained in trust for the benefit of the Reinsurer and promptly returned to the Trust Account. Upon prior written notice to the Company, the Reinsurer shall have the right to substitute or exchange assets maintained in the Trust Account in accordance with the requirements set forth in the Trust Agreement.

(d) With respect to the transfer of any Transferred Assets to the Trust Account, the Reinsurer will hold valid title to all such Transferred Assets free and clear of all liens or other encumbrances, other than interests of nominees, custodians or similar intermediaries. As of the date of the transfer of any assets to the Trust Account after the Effective Date, the Reinsurer will have good and marketable title to all such assets transferred by it to the Trust Account, all assets transferred by the Reinsurer after the Effective Date to the Trust Account shall be transferred free and clear of any liens other than interests of nominees, custodians or similar intermediaries, and the Reinsurer will not create, incur, assume or permit any lien or other encumbrance on any of the assets held in the Trust Account, or on any interest therein or on any of the proceeds thereof, other than interests of nominees, custodians or similar intermediaries.

(e) The Reinsurer shall notify the Company in writing of any payment default occurring as to any asset in the Trust Account promptly after the Reinsurer receives notice of such default. In the event the Reinsurer determines that a delinquency of a timely payment in regard to any of the assets in the Trust Account has occurred, the Reinsurer shall inform the Company of such delinquency promptly upon such determination.

(f) Assets in the Trust Account may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Trust Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to pay any portion of the Net Settlement due to be paid to the Company from the Trust Account in accordance with Section 6.2(b) to the extent such portion is not being disputed by the Reinsurer in good faith; or

(iii) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Reinsured Policies (other than, prior to the Amendment Date, with respect to the Funds Withheld Liabilities) to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above.

Section 4.2 Credit for Reinsurance If at any time during the term of this Agreement, the Reinsurer fails to hold and maintain all licenses, permits and authorities required under Applicable Law to enable the Company to receive statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile, the Reinsurer shall, at its sole expense, establish and maintain security in the form of letters of credit, assets held in a reinsurance trust, funds withheld or a combination thereof in a manner that meets all Applicable Laws regarding credit for reinsurance, so as to permit the Company to receive full statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile. The form of such letter of credit, trust agreement for such reinsurance trust or any funds withheld arrangement shall be approved by the New York Department of Financial Services prior to use.

Section 4.3 RBC Reports

(a) Within forty-five (45) days following the end of the first three calendar quarters of each year during the term of this Agreement, the Reinsurer shall provide to the Company a report of its RBC Ratio as of the end of such calendar quarter, as estimated in good faith by the Reinsurer.

(b) Within five (5) Business Days of the submission by the Reinsurer to the insurance department of its domiciliary state of a report of its risk-based capital levels as of the end of the previous calendar year, but in no event later than sixty (60) days following the end of each calendar year, the Reinsurer shall provide to the Company written certification of its RBC Ratio as of the end of such calendar year.

Section 4.4 Funds Withheld Account

(a) On or prior to the Effective Date, the Company shall establish on its books and records a funds withheld account (the "Funds Withheld Account") and allocate thereto the Initial Funds Withheld Assets with a Statutory Book Value equal to the Initial Funds Withheld Amount and, until the Amendment Date, shall maintain the Funds Withheld Account with assets having a Statutory Book Value equal to the Funds Withheld Account Amount determined from time to time in accordance with this Agreement (the Initial Funds Withheld Assets and any other assets allocated to the Funds Withheld Account pursuant to this Agreement, the "Funds Withheld Assets"). The Funds Withheld Account shall be a segregated account established by the Company. Until the Amendment Date, the Company will retain, control and own all Funds Withheld Assets. Until the Hedge Termination Date, the Company shall record the Funds Withheld Account Balance on its statutory financial statements as a payable to the Reinsurer. Following the Hedge Termination Date, the Company shall no longer maintain the Funds Withheld Account.

(b) Prior to the Amendment Date, the Funds Withheld Assets (other than the policy loans), and, following the Amendment Date but prior to the Hedge Termination Date, the EI Hedge assets held in the Funds Withheld Account (other than the policy loans) shall be invested by the Reinsurer or by Goldman Sachs Asset Management or such other investment manager appointed by the Reinsurer with the prior written consent of the Company pursuant to an investment management agreement. The Reinsurer, Goldman Sachs Asset Management or such other investment manager appointed by the Reinsurer with the prior written consent of the Company shall have the authority to purchase EI Hedges on the account of the Company commencing (1) year following the Effective Date. For greater certainty, prior to the Amendment Date, (i) each policy loan repaid and interest payment on a policy loan shall be accounted for as a cash transfer to the Funds Withheld Account from the policyholder in an amount equal to such policy loan repayment or interest payment (and shall result in an allocation by the Company to the Funds Withheld Account of cash, assets or a combination of cash and assets, with an aggregate Statutory Book Value equal to such policy loan repayment or interest payment), and (ii) each policy loan taken by a policyholder shall be accounted for as a cash transfer from the Funds Withheld Account to such policyholder (and shall result in cash, assets or a combination of cash and assets, with an aggregate Statutory Book Value equal to the proceeds of such policy loan no longer being allocated by the Company to the Funds Withheld Account) and the Company shall establish a Funds Withheld Asset in an amount equal to the outstanding balance of such policy loan and any accrued but unpaid interest thereon.

(c) Assets in the Funds Withheld Account may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

- (i) to pay to the Company any amount due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;
- (ii) to pay any portion of the Net Settlement due to be paid to the Company in accordance with Sections 6.2(b) and 6.2(c) to the extent such portion is not being disputed by the Reinsurer in good faith, and any portion thereof that is due to be paid to the Reinsurer to the extent such portion is not being disputed by the Company in good faith;
- (iii) to pay to the Reinsurer amounts remaining in the Funds Withheld Account, if any, after the payment of any amounts due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Company in good faith; or
- (iv) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy Funds Withheld Liabilities to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, (i) any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above and (ii) payments to policyholders shall not be delayed due to any good faith disputes by the Company or the Reinsurer under this Section 4.4(c).

(d) If assets are withdrawn from the Funds Withheld Account and are not immediately applied for the purposes set forth in Section 4.4(c) above, the assets improperly withdrawn from the Funds Withheld Account by the Company shall be immediately returned to the Funds Withheld Account. Until such assets are returned to the Funds Withheld Account, such assets shall be held in trust by the Company separate and apart from any other assets of the Company. The Company shall pay to the Funds Withheld Account interest on the amount of any such improperly withdrawn assets at the Applicable Rate from the date of withdrawal to the date such assets are returned to the Funds Withheld Account or paid to the Reinsurer, as applicable (the "Excess FWA Draw Interest Amount"). Such interest shall accrue monthly and shall be paid on the Business Day following the last day of each Monthly Accounting Period. The balance of the amount held or required to be so held separate and apart as of any date of determination shall be an amount (the "Excess FWA Draw Amount") equal to (i) the Statutory Book Value of assets withdrawn from the Funds Withheld Account in excess of amounts required for the purposes described in Section 4.4(c) above *minus* any amounts applied by the Company therefrom for such permissible purposes *plus* (ii) the Excess FWA Draw Interest Amount (whether or not payable as of such date of determination).

ARTICLE V PLAN OF REINSURANCE

Section 5.1 Plan. Reinsurance under this Agreement is on a 100% coinsurance basis and is subject to the terms and conditions of the original policy forms for the Reinsured Policies and any amendments thereto in effect as of the Effective Date.

Section 5.2 Follow the Fortunes. The Reinsurer's liability under this Agreement shall commence on the Effective Date, and all reinsurance with respect to which the Reinsurer shall be liable by virtue of this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of premiums paid to, and reinsurance recoveries benefiting, the Company with respect to the Reinsured Liabilities and the Reinsured Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company with respect to the Reinsured Liabilities and Reinsured Policies.

Section 5.3 Reductions and Terminations. Reinsurance amounts are calculated in terms of coverages on a "per policy" basis. If the coverage of any Reinsured Policy on an insured is reduced or terminated, reinsurance under this Agreement on such Reinsured Policy will be equally reduced or terminated.

Section 5.4 Reinstatements. Reinsured Policies ceded under this Agreement shall include any Policy that is reduced, terminated, lapsed or surrendered, and later reinstated pursuant to and in accordance with its policy provisions and will be reinsured by the Reinsurer in accordance with the terms of this Agreement. The Reinsurer will retain any Premiums and interest that the Company has received for reinstatement in respect of periods on or after the

Effective Date. A terminated Policy that would have been a Reinsured Policy had it been in force at the Effective Time, that later reinstates pursuant to and in accordance with its policy provisions, will be reinsured by the Reinsurer and become a Reinsured Policy. The Reinsurer will be entitled to retain any Premiums and interest for coverage on or after the Effective Date that is received for such reinstatement, and the Company will transfer to the Reinsurer the amount of reserves for such reinstated Reinsured Policy as of the Effective Date, calculated in a manner that is consistent with the reserve calculations used for the other Reinsured Policies. The date of reinsurance for such reinstated Reinsured Policies shall be the Effective Date. For the avoidance of doubt, the reinstated Policies reinsured under this Section 5.4 shall include any Policy treated as lapsed or otherwise terminated prior to the Effective Time under which the Company subsequently becomes liable as a result of a determination that the policyowner, insured or beneficiary has died prior to the lapse or termination.

Section 5.5 Contractual Conversions; Internal Replacement; Annuitizations.

(a) Any conversion, exchange or replacement policy or contract arising from the Reinsured Policies that is converted, exchanged or replaced pursuant to and in accordance with its policy terms shall be deemed to constitute a Reinsured Policy for purposes of this Agreement and, in the event of a conversion, exchange or replacement of any Reinsured Policy, the Reinsurer shall reinsure the risk resulting from such conversion on the basis set forth hereby with respect to the Reinsured Policies; provided, however, that the Reinsurer shall not be required to pay any ceding commission with respect to any such converted, exchanged or replacement policy or contract. The Reinsurer will reimburse the Company for any expenses incurred in issuing a converted, exchanged or replacement policy or contract, but only to the extent such expenses are not covered by payments made by the Reinsurer under the Transition Services Agreement.

(b) Absent the Reinsurer's prior written consent (which may be withheld in its sole discretion), the Company will not solicit owners, beneficiaries or policyholders in connection with, or sponsor or assist, directly or indirectly, in the conduct of, (and will cause each of its Affiliates to refrain from soliciting in connection with, and sponsoring or assisting, directly or indirectly, in the conduct of) any program of internal replacement under which the owners, beneficiaries or policyholders of Reinsured Policies are or would be encouraged to exchange, or assisted in the exchange of, Reinsured Policies for other insurance policies or contracts that are not reinsured under this Agreement. Should the Company or its Affiliates or any of their respective successors or assigns initiate such a program of internal replacement that would include any of the risks reinsured hereunder in violation of the preceding sentence, the Company will immediately notify the Reinsurer. For each risk reinsured hereunder that has been replaced under a program of internal replacement, the Reinsurer shall have the option, at its sole discretion, of either treating the risks reinsured as recaptured on terms reasonably acceptable to the Reinsurer or continuing reinsurance on the new policy under the terms of this Agreement without any ceding commission therefor.

(c) Until the earlier of (i) such time as the Reinsurer is able to administer the Reinsured Policies on its information technology systems or (ii) the expiration of the Transition Services Agreement (the "Systems Conversion"), in the event that a Reinsured Policy is annuitized in full under the contract provisions of such policy (each an "Annuitization"), the

Company shall convert such Reinsured Policy to one or more Supplementary Contracts. At the time of such conversion, the Reinsurer shall pay to the Company an amount equal to the policy surrender value of such Reinsured Policy as of the time of the conversion (an "Annuitization Payment") as part of the Net Settlement. Upon the Annuitization of a Reinsured Policy, the Policy and any associated Supplementary Contracts, comprising such Reinsured Policy shall cease to be a Reinsured Policy under this Agreement, and, with the exception of the Annuitization Payment described in this Section 5.5(c) the Reinsurer will have no further liability with respect to such Policy or any associated Supplementary Contracts. For the avoidance of doubt, any Reinsured Policies that undergo an Annuitization following the Systems Conversion will remain Reinsured Policies and the Reinsurer will reinsure any Supplementary Contracts issued with respect to such Reinsured Policies.

Section 5.6 New Policies. From and after the Effective Date, the Company shall issue in its name (a) new Policies issued or reinstated pursuant to Section 5.4 or 5.5(a) and (b) new Policies issued or renewed in accordance the terms of the Administrative Services Agreement.

Section 5.7 Policy List Errors

(a) The Company or the Reinsurer, as applicable, shall notify the other Party if any life insurance policies or contracts issued or reinsured by the Company and in force as of the Effective Date were inadvertently not included on the Policy List and are determined to be a Policy, which shall in no event include any insurance policies and contracts falling within the following lines of business: health, annuities, funding agreements, corporate-owned life insurance and bank-owned life insurance when sold on a group basis, synthetic guaranteed investment contracts and variable life or other variable business.

(b) If any policies or contracts (or components thereof) are determined to be Policies in accordance with this Section 5.7, then the Company shall transfer cash or assets reasonably satisfactory to the Reinsurer in an amount equal to the Statutory Reserves required to be held with respect to such Policies to the extent such Statutory Reserves were not previously transferred to the Reinsurer.

Section 5.8 Renewal Commissions. Any renewal commissions due following the Effective Date will be the responsibility of the Reinsurer and shall be paid by the Reinsurer to the Company as part of the Net Settlement pursuant to Section 6.2.

ARTICLE VI
ADMINISTRATION

Section 6.1 Administrative Services.

(a) The Parties hereby agree that the Policies, Other Reinsurance Agreements and, subject to Section 2.10, the EI Hedges shall be administered in accordance with or as otherwise provided in the Administrative Services Agreement and the Transition Services Agreement. The administration of the Policies, Other Reinsurance Agreements and EI Hedges shall be at the sole cost and expense of the Reinsurer.

(b) In the event that the Reinsurer is unable to administer the Policies, Other Reinsurance Agreements and EI Hedges as provided in Section 6.1(a), the Reinsurer shall remain obligated for the costs and expenses of any replacement party providing such administration and the Reinsurer shall reimburse the Company for any such costs and expenses as part of the Net Settlement pursuant to Section 6.2.

Section 6.2 Net Settlements.

(a) For each Monthly Accounting Period, the Parties will effect a settlement on a net basis (the "Net Settlement") as contemplated in, prior to the Amendment Date, Annex B, and on or after the Amendment Date, Annex I, hereto.

(b) A report reflecting in detail the Net Settlement determinations contemplated in, prior to the Amendment Date Annex B, and on or after the Amendment Date, Annex I, shall be prepared not later than thirty (30) calendar days after the end of each Monthly Accounting Period. For as long as required under the Transition Services Agreement, the Company shall prepare and deliver such report to the Reinsurer. After such time, the Reinsurer shall prepare and deliver such report to the Company. If a Net Settlement report reflects a balance due to the Company, the amount(s) shown as due shall be paid within ten (10) Business Days of the delivery of the report. If a Net Settlement report reflects a balance due to the Reinsurer, the amount(s) shown as due shall be paid within ten (10) Business Days after the date on which the report was delivered. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the Applicable Rate. For purposes of this section, a payment will be considered overdue on the date which is ten (10) Business Days after the date such payment is due hereunder; provided that such interest will begin to accrue from the original due date with respect to such payment. All settlements of account between the Company and the Reinsurer shall be made in cash or its equivalent.

(c) To the extent that the Reinsurer makes any direct payments to or on behalf of the Company in respect of Reinsured Liabilities or other amounts payable to the Company pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such payments shall be taken into account for purposes of determining the Net Settlement. In addition, to the extent the Reinsurer receives any Premiums or other amounts payable to the Reinsurer pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such Premiums received shall be taken into account for purposes of determining the Net Settlement.

(d) Prior to the Amendment Date, the Net Settlement report delivered in respect of each Monthly Accounting Period shall include an adjustment to the Funds Withheld Account Balance (each, a "Funds Withheld Account Adjustment"). The Funds Withheld Account Adjustment shall be calculated as an amount equal to (i) minus (ii) minus (iii), where:

(i) equals the Funds Withheld Account Amount as of the last day of the Monthly Accounting Period to which the then current Net Settlement report relates;
and

(ii) equals the Funds Withheld Account Amount at the end of the immediately preceding Monthly Accounting Period, and

(iii) equals the Investment Income earned during the period from but excluding the last day of the immediately preceding Monthly Accounting Period to and including the last day of the Monthly Accounting Period to which the then current Net Settlement report relates.

(e) If the Funds Withheld Account Adjustment for any Monthly Accounting Period is positive, then the Reinsurer shall remit to the Company an amount equal to the Funds Withheld Account Adjustment in accordance with Section 6.2(b). If the Funds Withheld Account Adjustment for any Monthly Accounting Period is negative, then the Company shall remit to the Reinsurer an amount equal to the absolute value of the Funds Withheld Account Adjustment in accordance with Section 6.2(b). For purposes of calculating the Funds Withheld Account Adjustment for the first Monthly Accounting Period after the Effective Time, clause (iii) of Section 6.2(d) shall include only Investment Income earned since the Effective Time.

(f) In connection with any settlement under this Agreement, the Reinsurer shall not be obligated to pay any Excluded Reinsured Liability.

(g) Prior to the Hedge Termination Date, the Net Settlement report delivered in respect of each Accounting Period shall include an adjustment equal to the Assigned EI Hedge Proceeds Amounts, minus the Assigned EI Hedge Cost Amounts. If the adjustment for any Accounting Period is positive, then the Company shall remit to the Reinsurer an amount equal to the adjustment in accordance with this Section 6.2(b). If the adjustment for any Accounting Period is negative, then the Reinsurer shall remit to the Company an amount equal to the absolute value of the adjustment in accordance with this Section 6.2(b).

ARTICLE VII OPTION LETTERS; ASSUMPTION CERTIFICATES; NOVATION

Section 7.1 Novation. The Reinsurer shall pursue novation of all of the Reinsured Policies other than any Reinsured Policies that are the subject of litigation or arbitration proceedings (the "Targeted Policies"). The Reinsurer may manage the novation process so as to ensure that the Targeted Policies are novated to the Reinsurer only once the requisite systems are in place in order to reflect the Novated Contracts on the books and records of the Reinsurer in accordance with the migration processes and related time periods contemplated by the Transition Services Agreement.

Section 7.2 Licenses; Regulatory Approvals for Novation.

(a) Following the Effective Date, the Reinsurer shall use its reasonable best efforts to obtain all material licenses, permits and authorizations required under Applicable Law to qualify the Reinsurer to transact life insurance business in each state where any Targeted Policies are in force as of the Effective Date.

(b) Following the Effective Date, the Reinsurer shall use its reasonable best efforts to obtain all required regulatory approvals, including approval of the requisite form and rate filings, from each applicable Governmental Entity to assume by novation such Targeted Policies (effective as of their inception) including all of the Company's liabilities and obligations under each such Targeted Policy, in order to ensure that such liabilities and obligations are solely, directly and exclusively vested in the Reinsurer.

(c) Each Party shall cooperate fully with the other in all reasonable respects in order to effectuate the novation and assumption of the Targeted Policies as set forth in this Article VII. The Reinsurer shall be responsible for and shall pay its own costs, fees and expenses relating to the regulatory filings contemplated under this Section 7.2, and shall reimburse the Company for any reasonable out-of-pocket expenses that it incurs in connection with such filings.

Section 7.3 Option Letter.

(a) Subject to Section 7.3(b), the Reinsurer, at its sole cost and expense, promptly following receipt of the requisite approvals of applicable Governmental Entities, shall transmit by mail to every Required Party as required by the Applicable Law and in accordance with the consent solicitation procedures set forth on Schedule 7.3(a), an option letter (the "Option Letter"), together with a Notice and Certificate of Assumption, including, where required, a form for rejection or acceptance, as permitted by Applicable Law, and a self-addressed return envelope, substantially in the form attached hereto as Exhibit II (which identifies and includes the forms of Option Letters to be furnished to the various classes of Required Parties), as modified to reflect such changes as may be required by the relevant Governmental Entity following the Effective Date (the "Notice and Certificate of Assumption"). Option Letters and Notices and Certificates of Assumption shall not be sent with respect to a Targeted Policy unless and until all requisite approvals of applicable Governmental Entities have been received with respect to such Targeted Policy.

(b) Subject to the receipt of the requisite regulatory approvals and Applicable Law, the Reinsurer may, at its option, in lieu of transmission of an Option Letter to a Required Party by mail, effect such transmission by any other method allowed under Applicable Law.

(c) The Reinsurer and the Company shall in good faith agree to modify the procedures set forth in this Section 7.3 and in Schedule 7.3(a) on a state-by-state basis to the extent required to conform to any procedures for novation and assumption of Targeted Policies imposed or required by the applicable Governmental Entity or as reasonably requested by the Reinsurer.

(d) Notwithstanding anything in this Agreement to the contrary, with respect to the classes of Required Parties described on Schedule 7.3(d), the Option Letter, to the extent permitted by Applicable Law, may be accompanied by a form for rejection, and a self-addressed return envelope, substantially in the form attached hereto as Exhibit III, and the Reinsurer shall not be required to seek affirmative consent from such Required Parties, unless required by Applicable Law.

(e) The Reinsurer shall pay its own costs, fees and expenses relating to soliciting or obtaining the consent of a Required Party to the novation and assumption by the Reinsurer of a Targeted Policy. The Company shall cooperate in any such actions taken by the Reinsurer, and the Reinsurer shall reimburse the Company for its reasonable out-of-pocket costs incurred in connection with such cooperation.

Section 7.4 Novated Contracts. Targeted Policies satisfying all of the requirements for novation and assumption under Section 7.3 and Applicable Law shall be assumed by the Reinsurer on the applicable Assumption Date and shall be deemed to have been assumed by novation. Such contracts shall cease to be deemed "Reinsured Policies," shall thenceforth not be deemed indemnity coinsured under Article II hereof, and shall be defined herein as "Novated Contracts." Notwithstanding the foregoing, in the event that (a) a Required Party rejects or fails to provide any consent required by Applicable Law to the novation of a Reinsured Policy, or (b) a Novated Contract is determined by appropriate Governmental Entities or a court of competent jurisdiction to be not novated from the Company to the Reinsurer (including, but not limited to, jurisdictions requiring the insured's affirmative consent for novation where the insured or policyholder, as the case may be, either did not or refused to provide such consent), then in the case of either of (a) or (b), such Novated Contract shall for all purposes of this Agreement be deemed, retroactive to the Effective Date, to be a Reinsured Policy and such novation shall be null and void and of no effect. For the avoidance of doubt, the Reinsured Liabilities for each such Novated Contract that is deemed to be a Reinsured Policy in accordance with the foregoing shall be deemed assumed by the Reinsurer retroactive to the Effective Date for all purposes of this Agreement. For each Novated Contract, the date of assumption shall be the later of (i) the date of assumption set forth in the relevant form of Option Letter with respect to the applicable Targeted Policy or (ii) the date on which all required consents and approvals of all Governmental Entities and Required Parties with respect to the applicable Targeted Policy have actually been received and all other requirements and conditions for novation and assumption have been satisfied (the "Assumption Date"). All Targeted Policies not novated by the Reinsurer shall remain Reinsured Policies of the Company.

Section 7.5 Effect of Assumption. Upon the satisfaction of all requirements for the novation and assumption of a Targeted Policy, the Company shall be deemed to have assigned and transferred all of its rights relating to such Novated Contract as of the Assumption Date and the Reinsurer shall be deemed to have assumed and accepted all of the risks, liabilities and obligations (including, without limitation, any Extra Contractual Obligations) under or arising out of the applicable Novated Contract, whether arising prior, on or subsequent to the applicable Assumption Date. The Reinsurer hereby agrees that it shall be directly and solely liable for such risks, liabilities and obligations. On each Assumption Date, the Reinsurer shall assume all risks, liabilities and obligations under or arising out of the applicable Novated Contract such that the Reinsurer shall be considered and deemed the original party in lieu of the Company, from the inception date of the applicable Reinsured Policy. The Novated Contracts shall continue and remain in full force and effect, except as modified by the Notice and Certificate of Assumption. For the avoidance of doubt, a Novated Contract shall not constitute the creation of a new contract or the termination of the applicable Reinsured Policy, rather such Novated Contract shall be considered and deemed a continuation of the existing contract as if the Reinsurer were the original party in lieu of the Company. It is understood and agreed that such assignment, transfer and assumption shall not affect any indemnification rights of the parties pursuant to Article XII.

or any other indemnification or right to recovery provided to a party under any other agreement. Pursuant to the terms of the Trust Agreement, the portion of the assets held in the Trust Account relating to Novated Contracts not in dispute shall be released from the Trust Account and transferred to the Reinsurer. Promptly after assumption by the Reinsurer of any Novated Contracts, the Company shall deliver original books and records that relate to such Novated Contracts to the Reinsurer to the extent required by Applicable Law.

ARTICLE VIII
DAC TAX

Section 8.1 DAC Tax Election. The Company and the Reinsurer hereby elect and agree under Treasury Regulations Section 1.848-2(g)(8) as follows:

- (a) The Company and the Reinsurer will each attach a schedule to its federal income tax return for the first taxable year ending after the Effective Date that identifies this Agreement as a reinsurance agreement for which a joint election under Treasury Regulation Section 1.848-2(g)(8) has been made, and will otherwise file its respective federal income tax returns in a manner consistent with the provisions of Treasury Regulation Section 1.848-2 as in effect on the date this Agreement is executed;
- (b) For each taxable year under this Agreement, the Party with the net positive consideration, as defined in the regulations promulgated under Section 848 of the Code, will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1) of the Code;
- (c) The Company and the Reinsurer agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Code and applicable Treasury Regulations;
- (d) The first tax year for which this election is effective is 2013;
- (e) The Reinsurer will submit to the Company by May 15 each year its calculation of the amount of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement that the Reinsurer will report such amount of net consideration in its tax return for the preceding calendar year;
- (f) The Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within thirty (30) days of the Company's receipt of the Reinsurer's calculation. If the Company does not so notify the Reinsurer, the Company will report the amount of net consideration as determined by the Reinsurer in the Company's tax return for the previous calendar year;
- (g) If the Company contests the Reinsurer's calculation of the amount of net consideration, the dispute shall be resolved in accordance with Section 11.2.

Both the Company and the Reinsurer are subject to U.S. taxation under Subchapter L of Chapter 1 of the Code.

ARTICLE IX
INSOLVENCY

Section 9.1 Insolvency. The reinsurance ceded hereunder shall be payable by the Reinsurer on the basis of liability of the Company under the Reinsured Policies without diminution because of the insolvency of the Company, directly to the Company or its liquidator, receiver or statutory successor, except where the Reinsurer, with the consent of the direct insured, has assumed the policy obligations of the Company as direct obligations of the Reinsurer to the payees under a Reinsured Policy and in substitution for the obligations of the Company to the payees. It is agreed and understood, however, that (i) in the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give the Reinsurer written notice of the pendency of a claim against the insolvent Company on a Reinsured Policy within a reasonable time after such claim is filed in the insolvency proceeding and (ii) during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defenses which it deems available to the Company, its liquidator, receiver or statutory successor

Section 9.2 Expenses. It is further understood that any expense incurred by the Reinsurer pursuant to Section 9.1 shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer. Where two or more assuming reinsurers are involved in the same claim and a majority in interest elect to interpose defenses to such claim, the expense shall be apportioned in accordance with the terms of this Agreement as though such expense had been incurred by the Company.

ARTICLE X
TERMINATION

Section 10.1 Duration of Coinsurance. This Agreement will be effective as of the Effective Time. Subject to the provisions of this Article X, this Agreement will remain in effect, and the reinsurance provided hereunder will remain in force, until termination of the policy or policies on which the reinsurance is based (whether by expiration of the term thereof or by novation thereof by the Reinsurer or one of its Affiliates) in accordance with the terms of this Agreement. Except as provided in Section 10.3, the Reinsured Policies are not eligible for recapture by the Company.

Section 10.2 Termination. This Agreement shall terminate:

- (a) at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination; or
- (b) automatically at such time as no liability remains under this Agreement.

Section 10.3 Termination by the Company. The Company, in its sole discretion, shall have the option to terminate this Agreement upon the occurrence of any one of the following events:

(a) the Reinsurer is placed in receivership, conservatorship, rehabilitation or liquidation by any insurance regulatory authority;

(b) the Reinsurer breaches Section 4.1, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar year in which such breach occurs; provided that, in the case of clause (ii) only, the Company shall have no right to terminate with a cure period of fewer than thirty (30) days to the extent that the Company continues to receive full credit for the Trust Account in its risk-based capital calculation;

(c) the Reinsurer breaches Section 4.2, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar quarter in which such breach occurs; provided that the Company shall have no right to terminate if the Reinsurer cannot take any action reasonably required for the Company to receive statutory reserve credit without the reasonable cooperation of the Company and the Company shall not have reasonably cooperated with the Reinsurer; provided, further, that it shall be deemed unreasonable to require the Company to cooperate in the event such cooperation would impose on the Company any cost and the Reinsurer has not agreed to be responsible for such cost;

(d) the Reinsurer fails to pay any material amount due to the Company under this Agreement and (i) such amount is not subject to a good faith dispute and (ii) such failure is not cured within ten (10) Business Days following the Reinsurer's receipt of written notice of such failure from the Company; or

(e) in the event that (i) the Reinsurer's RBC Ratio is less than 175% or (ii) the Reinsurer fails to provide its RBC Ratio in accordance with Section 4.3 and, upon delivery of written notice from the Company to the Reinsurer, the Reinsurer shall fail to provide its RBC Ratio within ten (10) Business Days following such notice.

Section 10.4 Termination by the Reinsurer. Upon the occurrence of a Reinsurer Termination Event, the Reinsurer shall have the right (but not the obligation) to terminate this Agreement by providing written notice to the Company of its intent to terminate. Termination of this Agreement shall be effective on the date specified in such notice, provided that such date shall not be prior to the date on which the Termination Event occurred. Upon termination of this Agreement pursuant to this Section 10.4, the Company shall be deemed to have recaptured and reassumed all Reinsured Liabilities. Recapture of the Reinsured Policies shall be effective on the date specified in the notice of termination.

Section 10.5 Settlement Upon Termination. Upon the termination of this Agreement by the Company pursuant to Section 10.3 or by the Reinsurer pursuant to Section 10.4, subject to payment by the Reinsurer of any amounts due to the Company pursuant to this Section 10.5 and the payment by the Company of any amounts due to the Reinsurer pursuant to this Section 10.5, the Company shall recapture all liabilities previously ceded to the Reinsurer and the Reinsurer's liability under this Agreement will terminate (provided, that such termination shall not relieve any Party of any pre-termination breach of this Agreement). The Company shall prepare a Net Settlement report for the period commencing on the first day of the then-current calendar month

and ending on the date this Agreement is terminated pursuant to Sections 10.3 or 10.4. On the tenth Business Day following the delivery of such Net Settlement report (a) the applicable Party shall pay any amounts due and owing by such Party on such Net Settlement report; (b) the Reinsurer shall transfer to the Company cash and assets with an aggregate Fair Market Value equal to 100% of an amount equal to: (i) the Reinsurer's Share of the Statutory Reserves held by the Company with respect to the Reinsured Policies, *plus* (ii) the Reinsurer's Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus* (iii) the amount of any new interest maintenance reserve created at the time of recapture as a result of such recapture divided by 65%, *plus* (iv) the amount of any New Interest Maintenance Reserve that remains unamortized as of the date of termination divided by 65%, *plus* (v) the amount of any New Amendment Interest Maintenance Reserve that remains unamortized as of the date of termination divided by 65%, *minus* (vi) the Reinsurer's Share of the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (vii) the Reinsurer's Share of net due and deferred Premiums on the Reinsured Policies reduced by advances thereon, in each case, determined by the Company in accordance with SAP, consistently applied, as of the date of termination (such amount, the "Reinsurer Termination Payment"); and (c) the Company shall pay to the Reinsurer cash equal to the amount of any cash and assets withdrawn by the Company or any successor by operation of law, including any liquidator, rehabilitator, receiver or conservator of the Company, from the Trust Account prior to the date of termination, and not used to satisfy claims of policyholders under the Reinsured Policies prior to the date of termination or to otherwise pay amounts due to the Company pursuant to this Agreement (the "Company Termination Payment"). Any dispute by either Party of the Company Termination Payment or the Reinsurer Termination Payment shall be resolved in accordance with Section 11.2.

ARTICLE XI
RESOLUTION OF CERTAIN DISPUTES

Section 11.1 Disputes over Actual Initial Coinsurance Premium Calculations and SPA Adjusted Coinsurance Premium

(a) Within thirty (30) days following its receipt from the Company of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, (such period, a "Review Period"), the Reinsurer shall either (i) notify the Company in writing of its agreement with the calculation of the Actual Initial Coinsurance Premium or SPA Adjusted Coinsurance Premium, as applicable, set forth therein ("Notice of Agreement"); or (ii) if the Company determines that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein either (x) have not been prepared on the basis set forth in Section 2.3 or in Section 5.8 of the Purchase Agreement or (y) contain or reflect mathematical errors, inform the Company in writing of its objection (the "Reinsurer's Objection"), which notice shall set forth in reasonable detail a description of the basis of the Reinsurer's Objection and the adjustments to such Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein that the Reinsurer requests be made. The Company, as applicable, shall, following the

Effective Date through the date that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, becomes final in accordance with the last sentence of Section 11.1(c), take all actions necessary or desirable to maintain and preserve all accounting books, records, policies and procedures on which such Initial Coinsurance Premium Reconciliation Statement or SPA Premium Reconciliation Statement, as applicable, are based or on which the finalized Initial Coinsurance Premium Adjustment or SPA Coinsurance Premium Adjustment, as applicable, are to be based so as not to impede or delay the determination of the finalized Actual Initial Coinsurance Premium, the finalized SPA Adjusted Coinsurance Premium, the finalized Fair Market Value of the Reinsurance Assets as of the Effective Date, the finalized Statutory Book Value of the Initial Funds Withheld Assets as of the Effective Date or the preparation of the Reinsurer's Objection in the manner and utilizing the methods permitted by this Agreement. Upon receipt by the Company of a Notice of Agreement from the Reinsurer or if no Reinsurer's Objection is received by the Company prior to the expiration of the Review Period, the Actual Initial Coinsurance Premium, the SPA Adjusted Coinsurance Premium and the Reinsurer's calculation of the Initial Coinsurance Premium Adjustment (as set forth in the Initial Coinsurance Premium Reconciliation Statement) and the SPA Coinsurance Premium Adjustment (as set forth in the SPA Coinsurance Premium Reconciliation Statement) shall be deemed to have been accepted by the Reinsurer and will become final and binding upon the Parties in accordance with the last sentence of Section 11.1(c).

(b) If the Reinsurer timely delivers a Reinsurer's Objection to the Company, the Company shall have thirty (30) days from the date of such delivery to review and respond to such Reinsurer's Objection (the "Consultation Period"). The Parties shall use reasonable, good faith efforts to resolve any disagreements that they may have with respect to the matters set forth in the Reinsurer's Objection. If the Parties are unable to resolve all of their disagreements with respect to the matters set forth in the Reinsurer's Objection within ten (10) Business Days following the expiration of the Consultation Period, then the Parties shall submit all matters that remain in dispute with respect to the Reinsurer's Objection (along with a copy of the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein, marked to indicate those line items that are still in dispute) to an independent internationally recognized accounting firm of independent certified public accountants with appropriate actuarial expertise mutually agreed by the Parties (the "CPA Firm"), which shall, acting as an expert and not as an arbitrator, make a final determination, on the basis of the standards set forth in Section 2.3 hereof, and only with respect to any remaining differences submitted to the CPA Firm, in accordance with this Section 11.1(b), of the appropriate amount of each line item in the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein as to which the Parties disagree (such items that remain in dispute, the "Unresolved Items").

(c) The Parties shall instruct the CPA Firm to deliver its written determination to the Reinsurer and the Company no later than fifteen Business Days after the Unresolved Items are referred to the CPA Firm. The CPA Firm's determination shall include a certification that it reached such determination in accordance with this Section 11.1(c) and shall be conclusive and binding upon the Parties, absent fraud or clear and manifest error. With respect to each Unresolved Item, the CPA Firm's determination, if not in accordance with the position of either

the Company or the Reinsurer, shall not be more favorable to the Reinsurer than the amounts advocated by the Reinsurer in the Reinsurer's Objection or more favorable to the Company than the amounts advocated by the Company in the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement or the Company's calculations of the amounts set forth therein with respect to such disputed line item and/or calculation. For the avoidance of doubt, (i) the CPA Firm's review of the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein shall be limited to a determination of whether such documents and calculations were prepared in accordance with Section 2.3, and (ii) the CPA Firm shall not review any line items or make any determination with respect to any matters other than the Unresolved Items that were referred to the CPA Firm for resolution pursuant to this Section 11.1(c). The determination of the amounts set forth in the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, that are final and binding on the Parties, as determined either through (1) the Reinsurer's delivery of a Notice of Agreement pursuant to Section 11.1(a), (2) the Reinsurer's failure to deliver Reinsurer's Objection prior to expiration of the Review Period pursuant to Section 11.1(a), (3) agreement by the Parties during the Consultation Period or (4) the determination of the CPA Firm pursuant to this Section 11.1(c) are referred to herein as the "finalized Actual Initial Coinsurance Premium," the "finalized Initial Coinsurance Premium Adjustment," the "finalized Fair Market Value of the Transferred Assets as of the Effective Date," the "finalized Statutory Book Value of the Initial Funds Withheld Assets as of the Effective Date," the "finalized SPA Adjusted Coinsurance Premium," and the "finalized SPA Coinsurance Premium Adjustment" as the case may be.

(d) The Parties agree that judgment may be entered upon the CPA Firm's determination in any court having jurisdiction over the Reinsurer or the Company or their respective assets, as the case may be. The fees and disbursements of the CPA Firm shall be paid by the Parties in proportion to those matters submitted to the CPA Firm that are resolved against that Party, as such fees and disbursements are allocated by the CPA Firm in accordance with this Section 11.1 at the time of the CPA Firm's determination. At any time following delivery of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, the Reinsurer shall provide to the Company and its Representatives full access to books and records and other information with respect to the Reinsured Policies and the Net Retained Liabilities, including work papers of its accountants (subject to execution by the Company and/or its Representatives, as applicable, of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants), and to any employees during regular business hours and on reasonable advance notice, to the extent necessary for the Company to prepare the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement or to prepare materials for presentation to the CPA Firm. The Parties shall make readily available to the CPA Firm, during regular business hours and on reasonable advance notice, interviews with such employees, and all relevant information, books and records and any work papers of their respective accountants (in each case, subject to execution by the CPA Firm of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants) relating to the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and any Unresolved Items and all other items reasonably required by the CPA Firm to fulfill its obligations under Section 11.1(c). In acting under this Section 11.2, the CPA Firm will be entitled to the privileges and immunities of an arbitrator.

(e) For the avoidance of doubt, this Section 11.1 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

Section 11.2 Disputes over Calculations. After the Effective Date, any dispute between the Parties with respect to the calculation of amounts that are to be calculated or reported pursuant to this Agreement (other than disputes with respect to the Actual Initial Coinsurance Premium and the SPA Adjusted Initial Coinsurance Premium, which shall be resolved in accordance with Section 11.1 hereof), including disputes with respect to any Net Settlement, calculations relating to DAC tax, valuation of the assets held in the Trust Account or the amount of the Reinsurer Termination Payment or the Company Termination Payment, that cannot be resolved by the Parties within sixty (60) calendar days, shall be referred to an independent accounting firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties; provided, however, that where the dispute involves an actuarial issue, the dispute shall instead be referred to an independent actuarial firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties. Within twenty (20) Business Days following the selection of the accounting firm or actuarial firm, as applicable, the Parties shall submit their positions and supporting documentation to such accounting firm or actuarial firm. Within forty (40) Business Days of such submission, the accounting firm or actuarial firm, as applicable, shall, in light of the evidence provided by both Parties, determine the calculations in dispute within the range of difference between the Reinsurer's position thereto and the Company's position thereto. There shall be no appeal from the decision made by such firm, which shall be final and binding (absent fraud or clear and manifest error), except that, either Party may petition a court having jurisdiction over the other Party or its assets to reduce the arbitrator's decision to judgment. The fees charged by the accounting firm or actuarial firm, as applicable, to resolve the dispute shall be allocated between the Company and the Reinsurer by such firm in accordance with its judgment as to the relative merits of the Parties' positions in respect of the dispute. For the avoidance of doubt, this Section 11.2 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

ARTICLE XII INDEMNIFICATION

Section 12.1 Indemnification of the Reinsurer by the Company. From and after the Effective Date, the Company shall indemnify, defend and hold harmless the Reinsurer and its officers, directors and authorized Representatives (the "Reinsurer Indemnified Parties") from and against, and pay and reimburse the Reinsurer Indemnified Parties for, all Losses imposed on, sustained, incurred or suffered by, or asserted against, the Reinsurer Indemnified Parties (a) solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer or (b) arising out of any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of

the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Reinsurer pursuant to the Administrative Services Agreement; provided, however, that the Company shall have no obligation to indemnify, defend and hold harmless the Reinsurer Indemnified Parties for any Reinsured Liabilities.

Section 12.2 Indemnification of the Company by the Reinsurer. From and after the Effective Date, the Reinsurer shall indemnify, defend and hold harmless the Company, and its officers, directors and authorized Representatives (the "Company Indemnified Parties") from and against, and pay and reimburse the Company Indemnified Parties for, all Losses imposed on, sustained or incurred or suffered by, or asserted against, the Company Indemnified Parties to the extent such Losses (a) constitute Reinsured Liabilities, (b) arise out of any breach or nonfulfillment by the Reinsurer of, or any failure by the Reinsurer to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Company or its Affiliates pursuant to the Transition Services Agreement, (c) arise out of written instructions of the Reinsurer given pursuant to Section 3.2 hereof, or (d) arise out of the Company following a written recommendation of the Reinsurer given in accordance with Section 2.7(b).

ARTICLE XIII CONFIDENTIALITY

Section 13.1 Confidentiality. Except as provided in the Other Transaction Agreements, each of the Reinsurer and the Company agrees to hold any Confidential Information with respect to the other Party in strictest confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed in any form by any means by it or by its Affiliates, employees, advisors, agents or administrators (collectively, "Representatives") to third parties of any kind or used by it or its Representatives for any purpose other than the performance of its obligations under this Agreement; provided that the foregoing obligation shall not prohibit disclosure of any such information (a) if required by Applicable Law or stock exchange rules, or if required or requested by any Governmental Entity (provided in the case of this clause (a) that the disclosing party shall allow (to the extent permitted by Applicable Law and reasonably practicable) the other Party a reasonable opportunity to comment on such disclosure in advance of such disclosure); (b) to the disclosing Party's Representatives, auditors or ratings agencies, provided, that such Representatives, auditors or ratings agencies are made aware of the provisions of this Section 13.1; (c) to the extent that the information has been made public by or on behalf of, or with the prior consent of, the non-disclosing Party; (d) if required in connection with any report required to be filed or submitted with any Governmental Entity; (e) to a retrocessionaire of the Reinsurer; (f) to the extent reasonably necessary in connection with any dispute with respect to this Agreement; and (g) as necessary for the Reinsurer to perform its obligations as Administrator under the Administrative Services Agreement. The Reinsurer agrees to hold medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of Policies in confidence to the extent required to be held in confidence under Applicable Law and the Reinsurer's privacy policy or policies and shall establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of such information which are no less rigorous than those

maintained by Reinsurer for its own information of a similar nature. Notwithstanding anything to the contrary, for purposes of this Section 13.1, the Reinsurer, in its capacity as Administrator on behalf of the Company, shall not be considered an advisor, agent or administrator of the Company.

ARTICLE XIV
REPRESENTATIONS AND WARRANTIES

Section 14.1 Representations and Warranties of Reinsurer. The Reinsurer hereby represents and warrants to the Company as of the Effective Time:

(a) Organization, Standing and Authority. The Reinsurer is a corporation duly organized and validly existing under the laws of the State of Massachusetts and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Reinsurer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(b) Authorization. The Reinsurer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Reinsurer, and, subject to the due execution and delivery by the Company, this Agreement is valid and the binding obligation of the Reinsurer, enforceable against the Reinsurer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Reinsurer or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Reinsurer, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Reinsurer of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Reinsurer, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any

other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Reinsurer is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Reinsurer, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Reinsurer's business or necessary to enable the Reinsurer to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Reinsurer in connection with this Agreement or the transactions contemplated hereby.

Section 14.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Reinsurer as of the Effective Time:

(a) Organization, Standing and Authority. The Company is a corporation duly organized and validly existing under the laws of the State of New York and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(b) Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Company, and, subject to the due execution and delivery by the Reinsurer, this Agreement is valid and the binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Company or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Company's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Company, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Company, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Company is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Company, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Company's business or necessary to enable the Company to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Company in connection with this Agreement or the transactions contemplated hereby.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Errors and Omissions. If any delay, omission, error or failure to pay amounts due or to perform any other act required by this Agreement is caused by mistake, misunderstanding or oversight, the Parties will equitably adjust the situation to what it would have been had the mistake, misunderstanding or oversight not occurred, and the reinsurance provided hereunder will not be invalidated. Should it not be possible to adjust the situation, it will be resolved in accordance with dispute resolution procedures mutually selected by the Parties.

Section 15.2 Offset and Recoupment. The Company or the Reinsurer may offset or recoup any undisputed balance or amount due from one Party to the other Party under this Agreement; provided, that in the event of the insolvency of the Company, offsets shall only be allowed in accordance with New York Insurance Law Section 7427. The right of setoff shall not be affected or diminished because of the insolvency of either Party.

Section 15.3 Expenses. Except as otherwise provided in this Agreement each Party shall bear its own costs and expenses incurred in connection with the transactions contemplated by this Agreement. All transfer, sales, use, value added, excise, stock transfer, documentary, stamp, recording, registration and any similar taxes that become payable as a result of the acquisition by the Reinsurer from the Company of the Transferred Assets (including any real property transfer tax and any similar tax) or the allocation of the Funds Withheld Assets to the Funds Withheld Account shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Reinsurer.

Section 15.4 Parties to this Agreement. This is an agreement for indemnity reinsurance solely between the Company and the Reinsurer. The performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The acceptance of risks under this Agreement shall create no right or legal relationship between the Reinsurer and the insured, owner or beneficiary of any insurance policy or other contract of the Company.

Section 15.5 Authority. Neither the Company nor the Reinsurer shall have any power or authority to act for or on behalf of the other except as expressly granted herein or in the Administrative Services Agreement or Transition Services Agreement, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein. No employee or agent of either Party shall be considered an employee or agent of the other.

Section 15.6 No Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written approval of the other Party. Notwithstanding the foregoing, the Reinsurer shall not be prohibited from further transfer of risks accepted hereunder on a retrocession or other basis without the prior approval of the Company; provided that any transfer shall not relieve the Reinsurer of its obligations under this Agreement.

Section 15.7 Notices. Any notice, approval, request, consent, instruction, or other document to be given hereunder by any Party hereto to the other Party hereto will be delivered by personal delivery, overnight express or facsimile (followed by telephone confirmation with the intended recipient), as follows:

If to the Company, to:

Athene Life Insurance Company of New York
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Telephone: (515) 342-3160
Facsimile: (877) 733-8593
Attention: Erik H. Askelsen
Email: easkelsen@athene.com

with a copy (which shall not constitute notice) to:

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, IA 50266
Attention: Erik Askelsen
Email: legal@athene.com

and

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Reinsurer, to:

First Allmerica Financial Life Insurance Company
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772
Telephone: (508) 460-2408
Facsimile: (212) 493-9888
Attn: Scott Silverman, Esq.

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909 6647
Facsimile: (212) 909 6836
Attn: John M. Vasily, Esq.
Thomas M. Kelly, Esq.

or at such other address for a Party as will be specified by like notice. Each notice or other communication required or permitted under this Agreement that is addressed as provided in this [Section 15.7](#) will be deemed given upon delivery.

Section 15.8 [Severability](#). If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Company or the Reinsurer under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not

be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 15.9 Announcements. Except as required by Applicable Law or in connection with public disclosure to investors or analysts, the content and timing of public announcements by either Party concerning the transactions contemplated by this Agreement must be approved in advance by both Parties, but such approval shall not be unreasonably withheld, conditioned or delayed.

Section 15.10 Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits to this Agreement are attached hereto and are incorporated herein by reference. The provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) shall be deemed to control in the event of any inconsistency or conflict between the provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) and the Schedules, Annexes and Exhibits attached hereto.

Section 15.11 Entire Agreement. This Agreement (including all Exhibits, Annexes and Schedules hereto), and the Other Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, between the Parties with respect to the subject matter of this Agreement and such other agreements. Except as set forth in Sections 12.1 and 12.2 with respect to the Reinsurer Indemnified Parties and the Company Indemnified Parties, this Agreement is not intended to and shall not confer upon any Person other than the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns any rights or remedies.

Section 15.12 Binding Effect. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective permitted assignees and successors (including any liquidator, rehabilitator, receiver or conservator of a Party).

Section 15.13 Waiver and Amendment. This Agreement may be modified or amended only by a writing duly executed by the Company and the Reinsurer. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. A waiver must be in writing and must be executed by such Party. A waiver on any occasion shall not be deemed to be a waiver of the same or any term or condition on a future occasion.

Section 15.14 Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

Section 15.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Section 15.16 No Prejudice. The Parties agree that this Agreement has been jointly negotiated and drafted by the Parties hereto and that the terms hereof shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting.

Section 15.17 Governing Law; Jurisdiction; Enforcement.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof.

(b) Subject to Section 11.1 and Section 11.2, each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered, sent or mailed in accordance with Section 15.7, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.17.

Section 15.18 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that the other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date first written above.

ATHENE LIFE INSURANCE COMPANY OF NEW YORK

By: _____
Name:
Title:

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

By: _____
Name:
Title:

[Signature Page to Coinsurance Agreement]

Schedule 1.1(i)

Assumed Reinsurance Agreements

1. Assumption Reinsurance Agreement, by and between First Sun America and ALACNY, dated as of November 30, 1997.
2. Automatic Yearly Renewable Term Reinsurance Agreement, by and between Boston Mutual and ALACNY, dated as of April 24, 1998.
3. Administrative Agreement, by and between Boston Mutual and ALAC, dated as of April 24, 1998.
4. Administrative Agreement, by and between Boston Mutual and ALACNY, dated as of July 1, 2001.

Schedule 1.1(ii)

Other Reinsurance Agreement

1. Automatic Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of May 1, 1993.
2. Automatic Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of December 1, 2001.
3. Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of December 28, 1991.
4. Automatic YRT Bulk Universal Life Agreement, by and between ALACNY and Swiss Re, dated as of November 1, 1998.
5. Automatic Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of January 1, 2001.
6. Automatic and Facultative Monthly Renewable Term Reinsurance Agreement, by and between ALACNY and ING Re, dated as of January 1, 1992.
7. Automatic and Facultative Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and ING Re, dated as of April 1, 1998.
8. Automatic Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of July 29, 1983.
9. Coinsurance Agreement, by and between ALACNY and Transamerica, dated as of January 1, 2000.
10. Automatic and Facultative Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and ING Re, dated as of November 1, 1998.
11. Automatic Reinsurance Agreement, by and between ALACNY and Generali, dated as of September 1, 2000.
12. Facultative Treaty, by and between ALACNY and Generali, dated as of March 1, 1999.
13. Automatic and Facultative Coinsurance Reinsurance Agreement, by and between ALACNY and RGA, dated as of June 1, 2002.
14. Coinsurance Agreement, by and between ALACNY and Swiss Re, dated as of September 1, 1996.
15. Reinsurance Agreement Automatic Coinsurance Bulk, by and between ALACNY and Swiss Re, dated as of January 1, 2000.

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16. Automatic Coinsurance Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of March 1, 2001.
 17. Automatic Coinsurance Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of August 1, 1998.
 18. Coinsurance Agreement, by and between ALACNY and Transamerica, dated as of March 1, 2001.
 19. Coinsurance Agreement, by and between ALACNY and Transamerica, dated as of May 1, 2003.
 20. Coinsurance Agreement, by and between ALACNY and [], dated as of June 1, 2002.
 21. Coinsurance Agreement by and between ALACNY and Transamerica, dated as of October 1, 2003.
 22. Automatic Coinsurance Reinsurance Agreement, by and between ALACNY and Generali, dated as of May 1, 1987.
 23. Automatic Coinsurance Reinsurance Agreement, by and between ALACNY and Generali, dated as of May 23, 1983.
 24. Automatic Coinsurance Reinsurance Agreement, by and between ALACNY and Generali, dated as of December 1, 1988.
 25. Reinsurance Agreement, by and between ALACNY and Generali, dated as of December 1, 1991.
 26. Automatic and Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated February 1, 2003.
 27. Automatic and Facultative Yearly Renewable Term Agreement Single Life Products, by and between ALACNY and Canada Life, dated as of March 1, 2002.
 28. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Scottish Re, dated as of August 1, 2004.
 29. Automatic Coinsurance Agreement, by and between ALACNY and Hannover, dated as of July 1, 1988.
 30. Automatic/Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated as of August 18, 2008.
 31. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated as of August 18, 2008.

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32. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and General Re, dated as of April 1, 2009.
 33. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Hannover, dated as of August 16, 2010.
 34. Automatic/Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated as of November 8, 2008.
 35. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated as of November 8, 2008.
 36. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated August 18, 2008.
 37. Automatic YRT Reinsurance Agreement, by and between ALACNY and Scor, dated as of August 16, 2010.
 38. Automatic Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of January 25, 2010.
 39. Auto Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of August 16, 2010.

Schedule 2.3

Amendment Date Funds Withheld Assets

[See attached.]

Schedule 2.11

Interest Maintenance Reserve

[See attached.]

Section 2.11(a)

Existing Interest Maintenance Reserve (Non-NLG)

The Parties will work together to develop the IMR amortization schedule based upon the actual disposal information, producing an amortization schedule to be added to this agreement. At the time of this agreement's execution, the best estimates of IMR are

IMR (based on 8/31 experience): \$2,949,483

Schedule 2.12

New Amendment Interest Maintenance Reserve

[See attached.]

Schedule 7.3(a)

Novation and Assumption Consent Solicitation Procedures by Subject Contract Type

[See attached.]

Schedule 7.3(a)

Novation and Assumption Consent Solicitation Procedures by Subject Contract Type

<u>State</u>	<u>Regulatory Approval of Transaction Required?</u>		<u>Informational Filing Required?</u>		<u>Policyholder Consent</u>	<u>Legal Authority Governing Consent</u>	<u>Notice and Consent Period</u>
	<u>Domestic</u>	<u>Foreign</u>	<u>Domestic</u>	<u>Foreign</u>			
New York	Yes	Yes			Implied	Requirements for consent based on Life Bureau Guidelines and OGC Op. No. 08-07-15 construing common law requirements to perfect novation.	Must provide letter w/ option to reject.

Schedule 7.3(d)

Required Parties

Please see Schedule 7.3(a).

Annex A-1

List of Transferred Assets¹

[See attached.]

¹ This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	61750CAF4-1-526	12-Jul-44	61750CAF4	MORGAN STANLEY CAPITAL I MSC 0	3,000,000.00	2,671,863.88	2,613,645.70	2,934,572.22	11,058.99
Available	61745MW41-1-526	13-Dec-41	61745MW41	MORGAN STANLEY CAPITAL I MSC 0	9,500,000.00	9,165,993.82	9,121,851.08	9,454,163.50	31,643.05
Available	020002AQ4-1-524	01-Jun-33	020002AQ4	ALLSTATE CORPORATION (THE)	1,500,000.00	1,500,000.00	1,309,088.47	1,619,773.50	25,858.33
Available	035229CF8-1-526	01-Oct-30	035229CF8	ANHEUSER-BUSCH COMPANIES LLC	1,500,000.00	1,500,000.00	1,732,589.08	1,992,084.00	55,366.67
Available	055451AH1-1-527	01-Apr-19	055451AH1	BHP BILLITON FINANCE (USA) LTD	2,000,000.00	2,000,000.00	1,995,964.36	2,397,214.00	63,555.56
Available	097023AU9-1-526	15-Feb-33	097023AU9	BOEING CO	1,500,000.00	1,500,000.00	1,460,101.53	1,790,761.50	10,718.75
Available	12614QAJ4-1-526	15-Oct-17	12614QAJ4	BESTFOODS	2,500,000.00	2,500,000.00	2,621,197.12	3,000,450.00	78,750.00
Available	25746UAN9-1-526	15-Mar-33	25746UAN9	DOMINION RESOURCES INC/VA	1,500,000.00	1,500,000.00	1,448,643.21	1,726,123.50	3,150.00
Available	3135G0RT2-1-524	20-Dec-17	3135G0RT2	FEDERAL NATIONAL MORTGAGE ASSO	12,500,000.00	12,500,000.00	12,485,551.60	12,267,500.00	29,470.49
Available	36962GXZ2-1-526	15-Mar-32	36962GXZ2	GENERAL ELECTRIC CAPITAL CORP	1,750,000.00	1,750,000.00	1,828,533.59	2,111,081.00	3,937.50
Available	427866AE8-2-526	15-Feb-21	427866AE8	HERSHEY COMPANY THE	1,000,000.00	1,000,000.00	1,037,335.88	1,304,331.00	10,266.67
Available	460146CE1-2-526	15-Aug-21	460146CE1	INTERNATIONAL PAPER CO	2,000,000.00	2,000,000.00	2,139,573.42	2,457,592.00	17,500.00
Available	46625YSH7-1-513	15-Aug-42	46625YSH7	JP MORGAN CHASE COMMERCIAL MOR	2,000,000.00	2,000,000.00	1,790,606.90	2,104,568.00	7,216.44
Available	478160AN4-1-527	15-Aug-37	478160AN4	JOHNSON & JOHNSON	5,000,000.00	5,000,000.00	5,694,825.97	6,094,250.00	34,708.33
Available	52108MAF0-1-526	15-Nov-30	52108MAF0	LB-UBS COMMERCIAL MORTGAGE TRU	4,500,000.00	4,500,000.00	4,478,075.10	4,792,248.00	10,394.00
Available	61754JAF5-3-513	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC 0	5,000,000.00	5,000,000.00	5,074,059.84	5,652,955.00	21,000.31
Available	637432CT0-1-526	01-Mar-32	637432CT0	NATIONAL RURAL UTILITIES COOP	2,750,000.00	2,750,000.00	3,452,026.09	3,759,101.50	15,888.89
Available	693506AQ0-1-526	01-May-21	693506AQ0	PPG INDUSTRIES INC	1,000,000.00	1,000,000.00	1,011,693.65	1,307,962.00	36,500.00
Available	70212FAA1-4-513	01-Jun-18	70212FAA1	PARTNERRE FINANCE A LLC	2,000,000.00	2,000,000.00	1,989,903.36	2,330,198.00	44,305.56
Available	71645WAM3-1-526	01-Mar-18	71645WAM3	PETROBRAS INTERNATIONAL FINANC	5,000,000.00	5,000,000.00	4,964,474.12	5,350,000.00	21,215.28
Available	74251VAA0-2-526	15-Oct-36	74251VAA0	PRINCIPAL FINANCIAL GROUP INC	2,700,000.00	2,700,000.00	2,823,848.58	3,112,886.70	73,507.50
Available	760759AF7-1-526	15-Mar-35	760759AF7	REPUBLIC SERVICES INC	3,000,000.00	3,000,000.00	3,038,548.26	3,311,556.00	6,086.00
Available	806605AG6-1-513	01-Dec-33	806605AG6	MERCK & CO INC	3,000,000.00	3,000,000.00	3,522,234.89	3,816,744.00	62,833.33
Available	86787EAM9-1-526	15-Mar-18	86787EAM9	SUNTRUST BANK/ATLANTA GA	2,000,000.00	2,000,000.00	2,057,197.91	2,386,888.00	4,833.33
Available	867914AZ6-1-527	11-Sep-17	867914AZ6	SUNTRUST BANKS INC	3,000,000.00	3,000,000.00	3,046,086.27	3,434,382.00	8,000.00
Available	871829AF4-1-526	01-Aug-28	871829AF4	SYSCO CORPORATION	2,000,000.00	2,000,000.00	2,112,105.55	2,468,098.00	20,222.22
Available	88579EAC9-1-526	15-Mar-37	88579EAC9	3M CO	2,000,000.00	2,000,000.00	1,972,468.18	2,328,932.00	3,800.00
Available	89420GAE9-1-526	15-Mar-33	89420GAE9	TRAVELERS PROPERTY CASUALTY CO	1,250,000.00	1,250,000.00	1,253,136.60	1,536,552.50	2,656.25
Available	902133AF4-1-527	01-Oct-17	902133AF4	TYCO ELECTRONICS GROUP SA	2,000,000.00	2,000,000.00	2,018,443.10	2,305,594.00	64,044.44
Available	913017AS8-1-526	01-Mar-21	913017AS8	UNITED TECHNOLOGIES CORPORATIO	1,300,000.00	1,300,000.00	1,406,488.81	1,740,100.70	8,215.28

Annex A-2

List of Funds Withheld Assets²

[See attached.]

² This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	07383F7W2-1-513	11-Jun-41	07383F7W2	BEAR STEARNS COMMERCIAL MORTGA	3,000,000.00	2,974,535.43	2,948,161.53	3,116,510.01	10,041.04
Available	00080QAB1-1-529	04-Jun-18	00080QAB1	ROYAL BANK OF SCOTLAND NV	2,000,000.00	2,000,000.00	1,916,438.20	2,037,660.00	29,191.67
Available	00184AAG0-4-513	01-May-32	00184AAG0	TIME WARNER INC	1,000,000.00	1,000,000.00	1,079,927.85	1,264,642.00	31,227.78
Available	00184AAG0-3-513	01-May-32	00184AAG0	TIME WARNER INC	500,000.00	500,000.00	547,766.07	632,321.00	15,613.89
Available	00185AAB0-1-513	12-Dec-42	00185AAB0	AON PLC	2,000,000.00	2,000,000.00	1,742,554.21	1,710,314.00	24,791.67
Available	00206RBH4-1-513	15-Dec-42	00206RBH4	AT&T INC	1,682,000.00	1,682,000.00	1,744,417.91	1,400,406.29	20,492.37
Available	002824AV2-2-513	01-Apr-39	002824AV2	ABBOTT LABORATORIES	1,000,000.00	1,000,000.00	980,797.78	1,186,702.00	29,333.33
Available	002824AV2-1-529	01-Apr-39	002824AV2	ABBOTT LABORATORIES	1,000,000.00	1,000,000.00	1,328,034.44	1,186,702.00	29,333.33
Available	00440FAA2-1-513	01-Apr-30	00440FAA2	ACE CAPITAL TRUST II	1,000,000.00	1,000,000.00	1,152,073.63	1,415,000.00	47,422.22
Available	00817YAF5-1-513	15-Jun-36	00817YAF5	AETNA INC	1,000,000.00	1,000,000.00	998,119.55	1,200,312.00	18,770.83
Available	00817YAF5-1-524	15-Jun-36	00817YAF5	AETNA INC	1,000,000.00	1,000,000.00	998,119.55	1,200,312.00	18,770.83
Available	010392EC8-1-513	15-Feb-33	010392EC8	ALABAMA POWER COMPANY	1,000,000.00	1,000,000.00	998,764.46	1,136,970.00	6,650.00
Available	010392EP9-2-528	15-Mar-35	010392EP9	ALABAMA POWER COMPANY	1,000,000.00	1,000,000.00	992,972.01	1,046,488.00	1,883.33
Available	01959EAA6-1-513	01-Aug-16	01959EAA6	ALLIED WORLD ASSURANCE CO LTD	1,500,000.00	1,500,000.00	1,571,257.06	1,741,579.50	17,500.00
Available	020002AQ4-1-513	01-Jun-33	020002AQ4	ALLSTATE CORPORATION (THE)	1,500,000.00	1,500,000.00	1,309,088.47	1,619,773.50	25,858.33
Available	023551AM6-3-513	15-Mar-33	023551AM6	HESS CORPORATION	1,500,000.00	1,500,000.00	1,551,806.42	1,774,557.00	3,562.50
Available	023551AM6-1-524	15-Mar-33	023551AM6	HESS CORPORATION	37,000.00	37,000.00	38,926.87	43,772.41	87.88
Available	02364WAJ4-2-513	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV	500,000.00	500,000.00	480,965.28	540,002.50	2,302.08
Available	026874AZ0-1-528	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	500,000.00	500,000.00	644,202.36	574,232.50	12,673.61
Available	026874AZ0-1-529	01-May-36	026874AZ0	AMERICAN INTERNATIONAL GROUP I	500,000.00	500,000.00	644,202.36	574,232.50	12,673.61
Available	031162BA7-1-513	01-Feb-39	031162BA7	AMGEN INC	1,500,000.00	1,500,000.00	1,628,485.70	1,682,838.00	14,933.33
Available	032511AY3-1-513	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	2,000,000.00	2,000,000.00	2,343,880.54	2,311,566.00	4,300.00
Available	035229CM3-1-524	01-May-42	035229CM3	ANHEUSER-BUSCH COMPANIES LLC	1,000,000.00	1,000,000.00	1,121,480.04	1,255,190.00	26,361.11
Available	03523TBP2-1-528	15-Jul-22	03523TBP2	ANHEUSER-BUSCH INBEV WORLDWIDE	500,000.00	500,000.00	488,973.65	463,065.00	2,500.00
Available	03523TBP2-1-524	15-Jul-22	03523TBP2	ANHEUSER-BUSCH INBEV WORLDWIDE	1,000,000.00	1,000,000.00	1,004,312.18	926,130.00	5,000.00
Available	03523TBP2-1-529	15-Jul-22	03523TBP2	ANHEUSER-BUSCH INBEV WORLDWIDE	1,000,000.00	1,000,000.00	983,715.44	926,130.00	5,000.00
Available	037389AK9-3-513	01-Jan-27	037389AK9	AON CORP	521,000.00	521,000.00	642,594.54	636,096.72	10,212.03
Available	037389AK9-2-513	01-Jan-27	037389AK9	AON CORP	206,000.00	206,000.00	214,143.99	251,508.49	4,037.77
Available	037389AK9-1-513	01-Jan-27	037389AK9	AON CORP	755,000.00	755,000.00	782,878.48	921,790.83	14,798.63
Available	037411AZ8-1-524	15-Apr-22	037411AZ8	APACHE CORPORATION	1,000,000.00	1,000,000.00	1,064,875.26	978,595.00	14,625.00
Available	039483AU6-1-526	15-Sep-35	039483AU6	ARCHER-DANIELS-MIDLAND COMPANY	2,000,000.00	2,000,000.00	1,954,842.96	2,120,804.00	3,583.33
Available	046353AD0-1-524	15-Sep-37	046353AD0	ASTRAZENECA PLC	500,000.00	500,000.00	672,814.87	610,835.00	1,075.00
Available	046353AD0-1-528	15-Sep-37	046353AD0	ASTRAZENECA PLC	500,000.00	500,000.00	672,814.87	610,835.00	1,075.00
Available	046353AD0-1-529	15-Sep-37	046353AD0	ASTRAZENECA PLC	500,000.00	500,000.00	672,814.87	610,835.00	1,075.00
Available	046353AD0-1-513	15-Sep-37	046353AD0	ASTRAZENECA PLC	1,550,000.00	1,550,000.00	1,592,498.40	1,893,588.50	3,332.50
Available	054937AE7-1-524	23-Dec-15	054937AE7	BB&T CORP	1,000,000.00	1,000,000.00	984,520.87	1,085,339.00	13,577.78
Available	054937AG2-8-513	30-Jun-17	054937AG2	BB&T CORP	1,500,000.00	1,500,000.00	1,459,190.70	1,647,637.50	17,762.50
Available	054937AG2-7-513	30-Jun-17	054937AG2	BB&T CORP	1,250,000.00	1,250,000.00	1,215,992.25	1,373,031.25	14,802.08
Available	054937AG2-6-513	30-Jun-17	054937AG2	BB&T CORP	750,000.00	750,000.00	729,595.35	823,818.75	8,881.25
Available	055450AH3-6-513	01-Mar-26	055450AH3	BHP BILLITON FINANCE (USA) LTD	500,000.00	500,000.00	525,616.86	596,203.50	2,318.33
Available	055450AH3-5-513	01-Mar-26	055450AH3	BHP BILLITON FINANCE (USA) LTD	500,000.00	500,000.00	525,616.86	596,203.50	2,318.33
Available	05607MAA5-1-513	15-Jul-21	05607MAA5	HEATHROW FUNDING LTD	4,000,000.00	4,000,000.00	3,973,336.43	4,199,600.00	39,000.00
Available	057224AZ0-2-513	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	2,985,000.00	2,985,000.00	2,887,563.09	3,191,141.12	5,099.38
Available	057224AZ0-1-513	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	15,000.00	15,000.00	14,510.37	16,035.89	25.63
Available	057224AZ0-1-528	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	500,000.00	500,000.00	582,609.63	534,529.50	854.17
Available	057224AZ0-1-524	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	1,000,000.00	1,000,000.00	1,211,970.78	1,069,059.00	1,708.33
Available	057224AZ0-1-529	15-Sep-40	057224AZ0	BAKER HUGHES INCORPORATED	1,000,000.00	1,000,000.00	1,163,420.55	1,069,059.00	1,708.33
Available	05947U7L6-1-526	10-Sep-45	05947U7L6	BANC OF AMERICA COMMERCIAL MOR	6,000,000.00	6,000,000.00	5,743,043.15	6,480,504.00	23,278.67
Available	064057BD3-2-524	01-Dec-17	064057BD3	THE BANK OF NEW YORK MELLON	500,000.00	500,000.00	498,374.80	556,448.50	8,861.11
Available	064057BD3-1-524	01-Dec-17	064057BD3	THE BANK OF NEW YORK MELLON	1,500,000.00	1,500,000.00	1,495,124.41	1,669,345.50	26,583.33
Available	06849RAC6-1-529	15-Sep-38	06849RAC6	BARRICK NORTH AMERICA FINANCE	1,000,000.00	1,000,000.00	1,327,903.61	982,068.00	2,500.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	06849UAD7-1-513	15-Oct-39	06849UAD7	BARRICK PD AUSTRALIA FINANCE P	2,000,000.00	2,000,000.00	2,035,917.03	1,728,280.00	53,550.00
Available	072024NV0-1-513	01-Apr-50	072024NV0	BAY AREA TOLL AUTH CALIF TOLL	5,000,000.00	5,000,000.00	5,000,000.00	6,112,850.00	172,162.22
Available	072024NV0-1-524	01-Apr-50	072024NV0	BAY AREA TOLL AUTH CALIF TOLL	1,000,000.00	1,000,000.00	1,000,000.00	1,222,570.00	34,432.44
Available	07388VAE8-1-513	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA	5,000,000.00	5,000,000.00	4,816,014.00	5,579,775.00	19,756.39
Available	100743AJ2-1-513	15-Feb-42	100743AJ2	BOSTON GAS COMPANY	800,000.00	800,000.00	800,000.00	752,906.40	4,187.87
Available	10112RAQ7-1-513	15-Oct-19	10112RAQ7	BOSTON PROPERTIES LP	1,500,000.00	1,500,000.00	1,529,177.94	1,731,088.50	39,656.25
Available	10112RAU8-1-529	01-Feb-23	10112RAU8	BOSTON PROPERTIES LP	3,750,000.00	3,750,000.00	3,742,277.13	3,665,625.00	22,458.33
Available	125152AC2-1-513	15-Dec-18	125152AC2	CE GENERATION LLC	19,000.00	7,548.70	7,787.28	7,454.34	158.61
Available	125509BL2-2-513	01-May-19	125509BL2	CIGNA CORPORATION	944,000.00	944,000.00	1,035,213.70	1,211,765.60	32,541.78
Available	125509BL2-1-526	01-May-19	125509BL2	CIGNA CORPORATION	500,000.00	500,000.00	540,426.35	641,825.00	17,236.11
Available	125509BT5-1-529	15-Feb-42	125509BT5	CIGNA CORPORATION	1,000,000.00	1,000,000.00	1,129,376.88	1,052,631.00	6,270.83
Available	12626PAF0-1-524	15-Oct-33	12626PAF0	CRH AMERICA INC.	1,000,000.00	1,000,000.00	1,022,728.08	986,457.00	28,800.00
Available	126307AC1-1-513	15-Feb-19	126307AC1	CSC HOLDINGS LLC	75,000.00	75,000.00	72,650.62	87,750.00	754.69
Available	126408GY3-1-529	15-Mar-44	126408GY3	CSX CORPORATION	1,000,000.00	1,000,000.00	943,661.60	850,064.00	1,366.67
Available	126410LK3-2-528	15-Jun-20	126410LK3	CSX TRANSPORTATION INC	420,000.00	420,000.00	455,636.55	566,879.88	11,602.50
Available	126650BH2-5-513	01-Jun-17	126650BH2	CVS CAREMARK CORP	250,000.00	250,000.00	245,033.96	286,018.50	4,631.94
Available	126650BH2-4-513	01-Jun-17	126650BH2	CVS CAREMARK CORP	250,000.00	250,000.00	245,033.96	286,018.50	4,631.94
Available	136375BA9-3-513	15-Jul-18	136375BA9	CANADIAN NATIONAL RAILWAY COMP	3,500,000.00	3,500,000.00	3,681,311.46	4,218,798.50	47,600.00
Available	136385AG6-1-529	01-Feb-35	136385AG6	CANADIAN NATURAL RESOURCES LIM	1,000,000.00	1,000,000.00	991,006.62	1,072,127.00	9,100.00
Available	136385AL5-1-529	15-Mar-38	136385AL5	CANADIAN NATURAL RESOURCES LIM	1,000,000.00	1,000,000.00	1,280,432.20	1,126,115.00	2,083.33
Available	136440AL8-1-526	01-Aug-21	136440AL8	CANADIAN PACIFIC RAILWAY COMPA	1,000,000.00	1,000,000.00	1,085,516.78	1,343,883.00	14,700.00
Available	14170TAB7-2-513	01-Aug-19	14170TAB7	CAREFUSION CORP	500,000.00	500,000.00	524,699.36	572,357.00	4,958.33
Available	14170TAB7-1-529	01-Aug-19	14170TAB7	CAREFUSION CORP	1,000,000.00	1,000,000.00	1,198,613.60	1,144,714.00	9,916.67
Available	14743RAB9-4-513	15-Jan-16	14743RAB9	CNH AMERICA LLC	42,000.00	42,000.00	41,602.13	46,305.00	609.00
Available	149123CB5-1-513	15-Aug-42	149123CB5	CATERPILLAR INC	1,370,000.00	1,370,000.00	1,370,000.00	1,176,519.01	6,078.46
Available	14987BAE3-1-524	15-Apr-23	14987BAE3	CC HOLDINGS GS V LLC/CROWN CAS	1,000,000.00	1,000,000.00	1,010,918.00	906,939.00	17,320.50
Available	14987BAE3-1-529	15-Apr-23	14987BAE3	CC HOLDINGS GS V LLC/CROWN CAS	1,000,000.00	1,000,000.00	1,007,071.76	906,939.00	17,320.50
Available	15135UAG4-1-524	15-Aug-22	15135UAG4	CENOVUS ENERGY INC	1,000,000.00	1,000,000.00	1,024,521.62	946,528.00	3,500.00
Available	167486HM4-1-513	01-Jan-36	167486HM4	CHICAGO (CITY OF)	3,700,000.00	3,700,000.00	3,789,628.82	3,381,430.00	54,862.98
Available	167560PL9-2-524	01-Dec-38	167560PL9	CHICAGO ILL MET WTR RECLAMATIO	500,000.00	500,000.00	517,814.53	543,865.00	9,215.56
Available	167560PL9-1-524	01-Dec-38	167560PL9	CHICAGO ILL MET WTR RECLAMATIO	1,000,000.00	1,000,000.00	1,035,629.06	1,087,730.00	18,431.11
Available	17275RAD4-1-529	15-Feb-39	17275RAD4	CISCO SYSTEMS INC	1,000,000.00	1,000,000.00	1,253,595.56	1,160,038.00	6,883.33
Available	172967BU4-1-513	22-Feb-33	172967BU4	CITIGROUP INC	500,000.00	500,000.00	498,534.17	501,880.00	2,855.90
Available	172967DR9-1-513	25-Aug-36	172967DR9	CITIGROUP INC	4,000,000.00	4,000,000.00	4,077,620.22	4,075,700.00	21,777.78
Available	191216AV2-1-528	01-Sep-21	191216AV2	COCA-COLA COMPANY (THE)	250,000.00	250,000.00	255,200.12	255,377.75	595.83
Available	191216AV2-1-524	01-Sep-21	191216AV2	COCA-COLA COMPANY (THE)	1,000,000.00	1,000,000.00	1,031,547.92	1,021,511.00	2,383.33
Available	191216AV2-1-529	01-Sep-21	191216AV2	COCA-COLA COMPANY (THE)	1,000,000.00	1,000,000.00	1,078,483.42	1,021,511.00	2,383.33
Available	195869AJ1-1-524	28-Aug-32	195869AJ1	COLONIAL PIPELINE CO.	1,000,000.00	1,000,000.00	1,056,731.00	1,209,498.00	5,300.56
Available	20030NAC5-1-513	15-Mar-33	20030NAC5	COMCAST CORPORATION	1,000,000.00	1,000,000.00	1,136,693.82	1,237,123.00	2,350.00
Available	200340AL1-6-513	01-May-15	200340AL1	COMERICA INCORPORATED	1,150,000.00	1,150,000.00	1,136,022.82	1,209,513.65	22,386.67
Available	200340AL1-5-513	01-May-15	200340AL1	COMERICA INCORPORATED	500,000.00	500,000.00	492,774.85	525,875.50	9,733.33
Available	20449EBT2-1-524	01-Apr-20	20449EBT2	COMPASS BANK	1,000,000.00	1,000,000.00	998,801.31	997,703.00	26,888.89
Available	205887AX0-1-524	15-Sep-30	205887AX0	CONAGRA FOODS INC	500,000.00	500,000.00	630,060.27	636,024.50	1,375.00
Available	205887AX0-1-526	15-Sep-30	205887AX0	CONAGRA FOODS INC	1,000,000.00	1,000,000.00	1,070,284.11	1,272,049.00	2,750.00
Available	209111FA6-1-527	15-Jun-40	209111FA6	CONSOLIDATED EDISON CO OF NEW	1,500,000.00	1,500,000.00	1,492,923.59	1,726,299.00	24,225.00
Available	219868BS4-1-524	15-Jun-22	219868BS4	CORPORACION ANDINA DE FOMENTO	1,000,000.00	1,000,000.00	1,079,000.53	997,251.00	12,395.83
Available	222862AF1-1-513	15-Jan-15	222862AF1	COVENTRY HEALTH CARE INC	1,000,000.00	1,000,000.00	1,000,000.00	1,065,716.00	12,250.00
Available	244199BA2-1-524	03-Mar-31	244199BA2	DEERE & CO	1,000,000.00	1,000,000.00	1,130,111.80	1,304,345.00	4,750.00
Available	244199BF1-1-528	09-Jun-42	244199BF1	DEERE & CO	250,000.00	250,000.00	228,848.87	222,564.75	2,925.00
Available	244199BF1-1-529	09-Jun-42	244199BF1	DEERE & CO	1,000,000.00	1,000,000.00	992,777.59	890,259.00	11,700.00
Available	25156PAR4-1-513	06-Mar-42	25156PAR4	DEUTSCHE TELEKOM INTERNATIONAL	4,000,000.00	4,000,000.00	3,911,373.13	3,761,796.00	11,375.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	251799AA0-3-513	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	1,000,000.00	1,000,000.00	1,127,319.49	1,304,493.00	35,775.00
Available	25243YAV1-1-528	29-Apr-43	25243YAV1	DIAGEO CAPITAL PLC	500,000.00	500,000.00	481,467.26	428,608.00	7,965.28
Available	25243YAV1-1-529	29-Apr-43	25243YAV1	DIAGEO CAPITAL PLC	1,500,000.00	1,500,000.00	1,444,401.79	1,285,824.00	23,895.83
Available	25389JAH9-1-513	01-Feb-20	25389JAH9	DIGITAL REALTY TRUST LP	1,000,000.00	1,000,000.00	987,543.19	1,098,498.00	9,138.89
Available	25389JAH9-1-524	01-Feb-20	25389JAH9	DIGITAL REALTY TRUST LP	1,000,000.00	1,000,000.00	987,543.18	1,098,498.00	9,138.89
Available	25459HAQ8-1-529	15-Mar-40	25459HAQ8	DIRECTV HOLDINGS LLC/DIRECTV F	1,000,000.00	1,000,000.00	1,113,548.92	984,639.00	2,116.67
Available	25459HAT2-2-513	15-Mar-20	25459HAT2	DIRECTV HOLDINGS LLC/DIRECTV F	2,000,000.00	2,000,000.00	1,997,676.56	2,111,728.00	3,466.67
Available	25468PCR5-1-513	01-Dec-41	25468PCR5	WALT DISNEY COMPANY (THE)	4,500,000.00	4,500,000.00	4,448,750.40	4,183,146.00	59,812.50
Available	25468PCR5-1-524	01-Dec-41	25468PCR5	WALT DISNEY COMPANY (THE)	1,500,000.00	1,500,000.00	1,482,916.80	1,394,382.00	19,937.50
Available	25470DAD1-2-528	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	3,000,000.00	3,000,000.00	2,998,895.56	3,295,320.00	61,383.33
Available	25470DAD1-1-513	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	1,500,000.00	1,500,000.00	1,588,324.68	1,647,660.00	30,691.67
Available	25470DAD1-1-524	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	1,000,000.00	1,000,000.00	1,058,883.12	1,098,440.00	20,461.11
Available	25470DAD1-1-529	01-Jun-40	25470DAD1	DISCOVERY COMMUNICATIONS LLC	1,000,000.00	1,000,000.00	1,213,465.71	1,098,440.00	20,461.11
Available	25470DAG4-2-513	15-May-42	25470DAG4	DISCOVERY COMMUNICATIONS LLC	2,000,000.00	2,000,000.00	2,191,471.29	1,849,854.00	36,300.00
Available	25470DAG4-1-513	15-May-42	25470DAG4	DISCOVERY COMMUNICATIONS LLC	2,000,000.00	2,000,000.00	2,191,471.29	1,849,854.00	36,300.00
Available	25746UBM0-1-513	01-Aug-41	25746UBM0	DOMINION RESOURCES INC/VA	3,800,000.00	3,800,000.00	3,743,539.30	3,775,911.80	28,964.44
Available	260003AF5-3-513	15-Oct-35	260003AF5	DOVER CORP	800,000.00	800,000.00	756,350.81	871,092.80	19,350.00
Available	260003AF5-2-513	15-Oct-35	260003AF5	DOVER CORP	1,000,000.00	1,000,000.00	932,408.90	1,088,866.00	24,187.50
Available	260003AF5-1-524	15-Oct-35	260003AF5	DOVER CORP	1,200,000.00	1,200,000.00	1,134,526.21	1,306,639.20	29,025.00
Available	260543BA0-1-526	01-Apr-21	260543BA0	DOW CHEMICAL COMPANY (THE)	500,000.00	500,000.00	522,095.02	627,285.50	22,000.00
Available	261561AB0-3-513	15-Sep-15	261561AB0	DRESDNER BANK AG/NEW YORK	3,126,000.00	3,126,000.00	3,231,507.21	3,328,070.89	7,554.50
Available	263534BR9-1-513	15-Dec-36	263534BR9	EI DU PONT DE NEMOURS & CO	1,000,000.00	1,000,000.00	1,002,624.14	1,093,136.00	15,866.67
Available	263534BR9-1-529	15-Dec-36	263534BR9	EI DU PONT DE NEMOURS & CO	1,000,000.00	1,000,000.00	1,231,083.67	1,093,136.00	15,866.67
Available	26439XAC7-1-524	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	1,000,000.00	1,000,000.00	1,254,604.99	1,226,883.00	9,253.47
Available	26439XAC7-1-529	16-Aug-30	26439XAC7	DCP MIDSTREAM LLC	1,000,000.00	1,000,000.00	1,254,604.99	1,226,883.00	9,253.47
Available	26875PAG6-1-513	01-Feb-21	26875PAG6	EOG RESOURCES INC	2,000,000.00	2,000,000.00	1,949,483.00	2,113,732.00	12,755.56
Available	26875PAK7-1-524	15-Mar-23	26875PAK7	EOG RESOURCES INC	1,000,000.00	1,000,000.00	996,166.64	919,209.00	875.00
Available	26875PAK7-1-529	15-Mar-23	26875PAK7	EOG RESOURCES INC	1,000,000.00	1,000,000.00	988,318.82	919,209.00	875.00
Available	26884AAD5-1-529	15-Aug-26	26884AAD5	ERP OPERATING LIMITED PARTNERS	1,000,000.00	1,000,000.00	1,000,000.00	1,249,045.00	8,831.67
Available	27876GBH0-5-513	31-May-15	27876GBH0	DISH DBS CORP	50,000.00	50,000.00	49,508.71	54,750.00	1,259.38
Available	278865AM2-1-529	08-Dec-41	278865AM2	ECOLAB INC	1,000,000.00	1,000,000.00	1,160,906.92	1,081,154.00	16,652.78
Available	28336LBQ1-5-513	15-Jun-17	28336LBQ1	EL PASO LLC	91,000.00	91,000.00	90,664.52	101,466.09	1,804.83
Available	28336LBQ1-4-513	15-Jun-17	28336LBQ1	EL PASO LLC	219,000.00	219,000.00	218,192.64	244,187.63	4,343.50
Available	28336LBQ1-1-513	15-Jun-17	28336LBQ1	EL PASO LLC	219,000.00	219,000.00	217,213.58	244,187.63	4,343.50
Available	29273RAP4-1-513	01-Jun-41	29273RAP4	ENERGY TRANSFER PARTNERS LP	1,000,000.00	1,000,000.00	997,492.81	1,009,081.00	19,494.44
Available	293791AP4-1-513	15-Oct-34	293791AP4	ENTERPRISE PRODUCTS OPERATING	3,485,000.00	3,485,000.00	3,522,335.77	4,115,868.64	104,288.63
Available	294429AC9-1-526	01-Jul-28	294429AC9	EQUIFAX INC.	1,000,000.00	1,000,000.00	902,334.11	1,135,451.00	16,483.33
Available	31410HAQ4-1-513	01-Apr-29	31410HAQ4	MACYS RETAIL HOLDINGS INC	1,000,000.00	1,000,000.00	1,102,743.89	1,144,569.00	33,733.33
Available	31410HAQ4-1-524	01-Apr-29	31410HAQ4	MACYS RETAIL HOLDINGS INC	1,000,000.00	1,000,000.00	1,102,743.89	1,144,569.00	33,733.33
Available	316773AD2-5-513	01-Jun-18	316773AD2	FIFTH THIRD BANCORP	1,585,000.00	1,585,000.00	1,509,864.73	1,714,960.49	22,982.50
Available	316773CH1-1-524	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	1,000,000.00	1,000,000.00	1,030,376.87	1,287,651.00	5,958.33
Available	316773CH1-1-529	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	1,000,000.00	1,000,000.00	1,400,912.54	1,287,651.00	5,958.33
Available	33738KAA3-2-528	15-Feb-36	33738KAA3	FIRST UNION NATIONAL BANK OF F	1,000,000.00	1,000,000.00	957,513.24	1,104,428.00	7,210.00
Available	341081EP8-1-524	01-Feb-33	341081EP8	FLORIDA POWER AND LIGHT CO	1,520,000.00	1,520,000.00	1,574,638.73	1,735,759.44	13,832.00
Available	345370CQ1-1-513	15-Jan-43	345370CQ1	FORD MOTOR COMPANY	4,000,000.00	4,000,000.00	3,631,259.15	3,596,748.00	38,000.00
Available	345397WD1-1-529	12-Jun-17	345397WD1	FORD MOTOR CREDIT COMPANY LLC	1,000,000.00	1,000,000.00	1,026,990.03	1,030,356.00	8,750.00
Available	349631AN1-1-513	15-Jan-36	349631AN1	BEAM INC	1,000,000.00	1,000,000.00	989,971.13	1,048,832.00	11,750.00
Available	349631AN1-1-529	15-Jan-36	349631AN1	BEAM INC	1,000,000.00	1,000,000.00	1,178,732.82	1,048,832.00	11,750.00
Available	35177PAL1-1-524	01-Mar-31	35177PAL1	ORANGE SA	1,000,000.00	1,000,000.00	1,209,377.20	1,331,042.00	6,319.44
Available	35671DAU9-1-529	01-Mar-22	35671DAU9	FREEMONT-MCMORAN COPPER & GOLD	1,000,000.00	1,000,000.00	989,487.67	922,590.00	2,563.89
Available	37247DAB2-1-513	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC	2,000,000.00	2,000,000.00	1,980,886.08	2,119,460.00	36,833.33

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	37247DAG1-1-513	15-Nov-66	37247DAG1	GENWORTH FINANCIAL INC	50,000.00	50,000.00	32,782.83	43,500.00	1,127.50
Available	38141GFD1-4-513	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	2,000,000.00	2,000,000.00	2,130,977.05	2,112,738.00	66,000.00
Available	38141GFD1-3-513	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	5,000,000.00	5,000,000.00	4,877,670.31	5,281,845.00	165,000.00
Available	38141GFD1-1-513	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	2,000,000.00	2,000,000.00	1,960,655.91	2,112,738.00	66,000.00
Available	382550BA8-2-513	15-Aug-20	382550BA8	GOODYEAR TIRE & RUBBER COMPANY	270,000.00	270,000.00	264,251.79	311,850.00	2,690.63
Available	382550BA8-2-526	15-Aug-20	382550BA8	GOODYEAR TIRE & RUBBER COMPANY	540,000.00	540,000.00	528,503.59	623,700.00	5,381.25
Available	386088AF5-1-526	15-Sep-22	386088AF5	DIAGEO INVESTMENT CORPORATION	500,000.00	500,000.00	520,082.63	662,499.00	1,333.33
Available	386088AF5-1-524	15-Sep-22	386088AF5	DIAGEO INVESTMENT CORPORATION	1,000,000.00	1,000,000.00	997,167.61	1,324,998.00	2,666.67
Available	397624AE7-1-513	01-Feb-17	397624AE7	GREIF INC	100,000.00	100,000.00	99,675.04	110,500.00	1,050.00
Available	397624AG2-1-513	01-Aug-19	397624AG2	GREIF INC	50,000.00	50,000.00	48,850.70	56,500.00	602.78
Available	402479BX6-8-513	01-Dec-16	402479BX6	GULF POWER COMPANY	1,000,000.00	1,000,000.00	999,834.19	1,113,565.00	17,077.78
Available	402479BX6-3-524	01-Dec-16	402479BX6	GULF POWER COMPANY	350,000.00	350,000.00	349,941.97	389,747.75	5,977.22
Available	402479BX6-1-524	01-Dec-16	402479BX6	GULF POWER COMPANY	300,000.00	300,000.00	299,950.26	334,069.50	5,123.33
Available	404280AF6-1-524	17-May-32	404280AF6	HSBC HOLDINGS PLC	1,000,000.00	1,000,000.00	1,209,130.51	1,216,236.00	27,534.72
Available	406216AY7-1-524	15-Sep-39	406216AY7	HALLIBURTON COMPANY	1,000,000.00	1,000,000.00	1,076,909.83	1,335,756.00	2,483.33
Available	406216AY7-1-529	15-Sep-39	406216AY7	HALLIBURTON COMPANY	1,000,000.00	1,000,000.00	1,463,780.42	1,335,756.00	2,483.33
Available	413875AN5-2-513	15-Dec-40	413875AN5	HARRIS CORPORATION	3,000,000.00	3,000,000.00	3,218,705.41	3,241,242.00	52,275.00
Available	416515AP9-1-513	01-Oct-41	416515AP9	HARTFORD FINANCIAL SERVICES GR	85,000.00	85,000.00	85,000.00	97,993.87	2,534.89
Available	416515AP9-1-524	01-Oct-41	416515AP9	HARTFORD FINANCIAL SERVICES GR	835,000.00	835,000.00	835,000.00	962,645.62	24,901.56
Available	416515AR5-4-513	15-Oct-16	416515AR5	HARTFORD FINANCIAL SERVICES GR	749,000.00	749,000.00	748,786.33	829,264.34	18,537.75
Available	42217KBA3-2-513	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	1,000,000.00	1,000,000.00	999,041.29	948,468.00	1,250.00
Available	42217KBA3-1-513	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	1,000,000.00	1,000,000.00	999,592.40	948,468.00	1,250.00
Available	42217KBA3-1-529	15-Mar-23	42217KBA3	HEALTH CARE REIT INC	1,000,000.00	1,000,000.00	1,008,804.31	948,468.00	1,250.00
Available	42809HAC1-1-513	15-Jan-40	42809HAC1	HESS CORPORATION	2,000,000.00	2,000,000.00	1,985,405.86	2,134,552.00	24,000.00
Available	44881HEW0-2-526	03-Jan-26	44881HEW0	HYDRO-QUEBEC	770,000.00	770,000.00	772,202.59	934,418.87	11,265.10
Available	455434BH2-3-524	01-Oct-36	455434BH2	INDIANAPOLIS POWER AND LIGHT C	1,000,000.00	1,000,000.00	994,220.11	1,131,932.00	29,577.78
Available	459200AP6-1-513	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	1,000,000.00	1,000,000.00	1,140,669.26	1,356,848.00	22,958.33
Available	460146CE1-1-526	15-Aug-21	460146CE1	INTERNATIONAL PAPER CO	500,000.00	500,000.00	508,036.65	614,398.00	4,375.00
Available	460146CF8-1-513	15-Nov-39	460146CF8	INTERNATIONAL PAPER CO	5,000,000.00	5,000,000.00	5,245,633.05	6,149,410.00	133,833.33
Available	460146CF8-1-524	15-Nov-39	460146CF8	INTERNATIONAL PAPER CO	1,000,000.00	1,000,000.00	1,049,126.61	1,229,882.00	26,766.67
Available	46625HAX8-3-513	01-May-15	46625HAX8	JPMORGAN CHASE & CO	500,000.00	500,000.00	500,867.22	532,638.00	10,645.83
Available	46625YJF1-1-513	12-Aug-37	46625YJF1	JP MORGAN CHASE COMMERCIAL MOR	3,000,000.00	2,969,905.14	2,935,399.96	3,107,981.97	11,443.21
Available	46625YSH7-1-524	15-Aug-42	46625YSH7	JP MORGAN CHASE COMMERCIAL MOR	1,000,000.00	1,000,000.00	895,303.45	1,052,284.00	3,608.22
Available	46625YXP3-2-528	15-Dec-44	46625YXP3	JP MORGAN CHASE COMMERCIAL MOR	1,000,000.00	1,000,000.00	1,046,178.66	1,072,388.00	3,876.56
Available	46625YXP3-1-513	15-Dec-44	46625YXP3	JP MORGAN CHASE COMMERCIAL MOR	1,400,000.00	1,400,000.00	1,464,650.12	1,501,343.20	5,427.18
Available	46625YXP3-1-524	15-Dec-44	46625YXP3	JP MORGAN CHASE COMMERCIAL MOR	1,600,000.00	1,600,000.00	1,673,885.85	1,715,820.80	6,202.49
Available	46634GAB7-1-513	05-Dec-27	46634GAB7	JP MORGAN CHASE COMMERCIAL MOR	4,000,000.00	4,000,000.00	4,354,817.85	4,544,768.00	16,273.11
Available	472319AB8-6-513	15-Mar-16	472319AB8	JEFFERIES GROUP LLC	500,000.00	500,000.00	498,521.07	538,235.00	916.67
Available	487836AT5-1-529	01-Apr-31	487836AT5	KELLOGG COMPANY	1,000,000.00	1,000,000.00	1,354,958.03	1,277,822.00	36,422.22
Available	49327XAB6-12-513	03-Mar-16	49327XAB6	KEYBANK NA	1,000,000.00	1,000,000.00	995,663.60	1,094,953.00	1,816.67
Available	49327XAB6-11-513	03-Mar-16	49327XAB6	KEYBANK NA	225,000.00	225,000.00	224,075.35	246,364.43	408.75
Available	49327XAB6-10-513	03-Mar-16	49327XAB6	KEYBANK NA	1,500,000.00	1,500,000.00	1,493,495.39	1,642,429.50	2,725.00
Available	49327XAB6-2-524	03-Mar-16	49327XAB6	KEYBANK NA	600,000.00	600,000.00	597,534.27	656,971.80	1,090.00
Available	49327XAB6-1-524	03-Mar-16	49327XAB6	KEYBANK NA	400,000.00	400,000.00	398,356.18	437,981.20	726.67
Available	494550BD7-1-526	01-Sep-39	494550BD7	KINDER MORGAN ENERGY PARTNERS	1,500,000.00	1,500,000.00	1,487,281.00	1,633,045.50	7,041.67
Available	496902AH0-1-513	01-Sep-16	496902AH0	KINROSS GOLD CORP	3,000,000.00	3,000,000.00	2,992,603.27	2,997,333.00	7,854.17
Available	500255AQ7-1-513	15-Dec-37	500255AQ7	KOHL'S CORP	1,500,000.00	1,500,000.00	1,492,427.95	1,672,099.50	29,218.75
Available	50075NAC8-1-529	01-Nov-31	50075NAC8	MONDELEZ INTERNATIONAL INC	1,000,000.00	1,000,000.00	1,245,871.32	1,152,198.00	26,361.11
Available	50076QAE6-1-513	04-Jun-42	50076QAE6	KRAFT FOODS GROUP INC	4,000,000.00	4,000,000.00	4,085,277.56	3,962,576.00	62,777.78
Available	50179MAE1-2-526	15-Sep-39	50179MAE1	LB-UBS COMMERCIAL MORTGAGE TRU	3,000,000.00	3,000,000.00	2,875,663.15	3,300,663.00	7,162.67
Available	50179MAE1-1-513	15-Sep-39	50179MAE1	LB-UBS COMMERCIAL MORTGAGE TRU	3,285,000.00	3,285,000.00	2,974,007.78	3,614,225.99	7,843.12

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	50247VAB5-1-513	15-Jul-43	50247VAB5	LYONDELLBASELL INDUSTRIES NV	4,000,000.00	4,000,000.00	4,034,058.07	3,957,040.00	41,416.67
Available	53079EAN4-1-513	15-Mar-37	53079EAN4	LIBERTY MUTUAL GROUP INC	50,000.00	50,000.00	42,245.95	54,000.00	130.00
Available	53117CAH5-3-513	15-Aug-14	53117CAH5	LIBERTY PROPERTY LP	1,400,000.00	1,400,000.00	1,404,274.44	1,456,649.60	9,228.33
Available	532457AZ1-2-528	15-Mar-27	532457AZ1	ELI LILLY AND COMPANY	3,000,000.00	3,000,000.00	2,987,804.52	3,484,215.00	5,500.00
Available	534187AR0-4-513	07-Apr-36	534187AR0	LINCOLN NATIONAL CORPORATION	1,000,000.00	1,000,000.00	968,629.74	1,136,464.00	29,041.67
Available	534187AR0-3-513	07-Apr-36	534187AR0	LINCOLN NATIONAL CORPORATION	1,500,000.00	1,500,000.00	1,429,463.11	1,704,696.00	43,562.50
Available	534187AR0-1-524	07-Apr-36	534187AR0	LINCOLN NATIONAL CORPORATION	1,000,000.00	1,000,000.00	952,975.40	1,136,464.00	29,041.67
Available	548661AK3-2-513	15-Mar-29	548661AK3	LOWES COMPANIES INC	250,000.00	250,000.00	270,073.08	290,570.25	541.67
Available	548661CJ4-2-528	15-Oct-35	548661CJ4	LOWES COMPANIES INC	500,000.00	500,000.00	492,390.07	535,116.00	12,375.00
Available	548661CL9-1-524	15-Oct-36	548661CL9	LOWES COMPANIES INC	500,000.00	500,000.00	484,971.01	551,308.50	13,050.00
Available	55312VAD0-3-528	12-Dec-49	55312VAD0	MERRILL LYNCH/COUNTRYWIDE COMM	2,500,000.00	2,500,000.00	2,445,257.92	2,720,692.50	9,338.33
Available	55448QAK2-5-513	15-Jan-15	55448QAK2	MACK-CALI REALTY LP	700,000.00	700,000.00	697,799.16	734,189.40	7,175.00
Available	55448QAK2-4-513	15-Jan-15	55448QAK2	MACK-CALI REALTY LP	300,000.00	300,000.00	299,056.78	314,652.60	3,075.00
Available	564759PS1-7-513	28-Dec-20	564759PS1	MANUFACTURERS AND TRADERS TRUS	650,000.00	650,000.00	650,862.49	656,204.25	8,974.78
Available	564759PS1-2-524	28-Dec-20	564759PS1	MANUFACTURERS AND TRADERS TRUS	300,000.00	300,000.00	301,064.79	302,863.50	4,142.21
Available	564759PS1-1-524	28-Dec-20	564759PS1	MANUFACTURERS AND TRADERS TRUS	700,000.00	700,000.00	702,484.52	706,681.50	9,665.15
Available	565849AB2-3-513	15-Mar-32	565849AB2	MARATHON OIL CORP	500,000.00	500,000.00	550,670.71	592,740.00	1,133.33
Available	565849AE6-1-513	01-Oct-37	565849AE6	MARATHON OIL CORP	1,100,000.00	1,100,000.00	1,098,013.33	1,307,777.90	35,493.33
Available	571903AJ2-1-529	01-Mar-19	571903AJ2	MARRIOTT INTERNATIONAL INC	1,000,000.00	1,000,000.00	1,047,053.22	1,011,919.00	2,166.67
Available	574599AY2-1-513	15-Aug-32	574599AY2	MASCO CORPORATION	75,000.00	75,000.00	62,458.33	74,437.50	568.75
Available	575718AA9-2-513	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	2,000,000.00	2,000,000.00	2,552,836.48	2,375,074.00	26,755.56
Available	575718AA9-1-524	01-Jul-11	575718AA9	MASSACHUSETTS INSTITUTE OF TEC	1,000,000.00	1,000,000.00	1,276,418.24	1,187,537.00	13,377.78
Available	58013MEC4-1-513	15-Oct-37	58013MEC4	MCDONALDS CORPORATION	500,000.00	500,000.00	557,643.79	620,175.00	14,175.00
Available	58013MEH3-1-524	01-Feb-39	58013MEH3	MCDONALDS CORPORATION	1,000,000.00	1,000,000.00	1,276,689.25	1,163,218.00	8,866.67
Available	585055AQ9-1-528	15-Mar-39	585055AQ9	MEDTRONIC INC	2,000,000.00	2,000,000.00	2,418,512.28	2,489,074.00	4,333.33
Available	585055AT3-1-524	15-Mar-40	585055AT3	MEDTRONIC INC	1,000,000.00	1,000,000.00	998,048.10	1,117,851.00	1,850.00
Available	585055AT3-1-529	15-Mar-40	585055AT3	MEDTRONIC INC	1,000,000.00	1,000,000.00	1,231,352.48	1,117,851.00	1,850.00
Available	589331AE7-1-513	01-Dec-28	589331AE7	MERCK & CO INC	1,000,000.00	1,000,000.00	1,063,132.07	1,200,713.00	19,172.22
Available	589333YAJ4-1-528	18-May-43	589333YAJ4	MERCK & CO INC	500,000.00	500,000.00	507,436.22	465,173.00	7,320.14
Available	589333YAJ4-1-524	18-May-43	589333YAJ4	MERCK & CO INC	1,500,000.00	1,500,000.00	1,522,308.65	1,395,519.00	21,960.42
Available	589333YAJ4-1-529	18-May-43	589333YAJ4	MERCK & CO INC	1,000,000.00	1,000,000.00	1,014,872.43	930,346.00	14,640.28
Available	5901884M7-1-513	16-May-16	5901884M7	MERRILL LYNCH & CO INC	290,000.00	290,000.00	289,618.24	319,203.58	6,384.43
Available	59018YRZ6-5-513	30-Sep-15	59018YRZ6	MERRILL LYNCH & CO INC	350,000.00	350,000.00	347,812.94	376,031.60	9,120.42
Available	59018YRZ6-4-513	30-Sep-15	59018YRZ6	MERRILL LYNCH & CO INC	550,000.00	550,000.00	546,563.19	590,906.80	14,332.08
Available	59022CAJ2-1-513	29-Jan-37	59022CAJ2	MERRILL LYNCH & CO INC	2,000,000.00	2,000,000.00	2,013,210.34	2,059,922.00	19,687.78
Available	59156RAE8-2-526	15-Dec-32	59156RAE8	METLIFE INC	1,000,000.00	1,000,000.00	1,008,850.93	1,208,574.00	18,416.67
Available	59156RAH1-3-513	15-Jun-14	59156RAH1	METLIFE INC	450,000.00	450,000.00	450,653.86	466,185.60	7,012.50
Available	592112DR4-2-524	01-Jul-34	592112DR4	MET GOVT NASHVILLE & DAVIDSON	1,000,000.00	1,000,000.00	1,000,000.00	1,084,610.00	13,633.39
Available	592112DR4-1-524	01-Jul-34	592112DR4	MET GOVT NASHVILLE & DAVIDSON	1,000,000.00	1,000,000.00	1,000,000.00	1,084,610.00	13,633.39
Available	59259YBZ1-1-524	15-Nov-39	59259YBZ1	METROPOLITAN TRANS AUTH N Y	1,500,000.00	1,500,000.00	1,500,000.00	1,756,020.00	36,564.00
Available	59259YDC0-1-513	15-Nov-40	59259YDC0	METROPOLITAN TRANS AUTH N Y	4,000,000.00	4,000,000.00	4,000,000.00	4,715,040.00	98,076.00
Available	594457BT9-1-524	15-Mar-33	594457BT9	DTE GAS CO	1,000,000.00	1,000,000.00	997,062.66	1,070,668.00	1,900.00
Available	61166WAE1-1-524	15-Aug-25	61166WAE1	MONSANTO COMPANY	450,000.00	450,000.00	419,631.63	520,546.05	2,887.50
Available	617446HD4-1-529	01-Apr-32	617446HD4	MORGAN STANLEY	1,000,000.00	1,000,000.00	1,175,839.55	1,225,210.00	35,444.44
Available	61747YCJ2-1-513	23-Sep-19	61747YCJ2	MORGAN STANLEY	3,000,000.00	3,000,000.00	2,991,701.29	3,351,243.00	1,875.00
Available	61747YCM5-1-528	26-Jan-20	61747YCM5	MORGAN STANLEY	500,000.00	500,000.00	569,582.26	552,570.50	4,659.72
Available	61747YCM5-1-513	26-Jan-20	61747YCM5	MORGAN STANLEY	4,700,000.00	4,700,000.00	4,699,346.68	5,194,162.70	43,801.39
Available	61747YCM5-1-524	26-Jan-20	61747YCM5	MORGAN STANLEY	1,300,000.00	1,300,000.00	1,299,819.30	1,436,683.30	12,115.28
Available	61747YCM5-1-529	26-Jan-20	61747YCM5	MORGAN STANLEY	4,000,000.00	4,000,000.00	3,999,443.99	4,420,564.00	37,277.78
Available	61757LAE0-2-513	11-Jan-43	61757LAE0	MORGAN STANLEY CAPITAL I MSC_0	5,000,000.00	5,000,000.00	5,032,308.88	5,818,050.00	23,325.43
Available	61757LAE0-1-526	11-Jan-43	61757LAE0	MORGAN STANLEY CAPITAL I MSC_0	3,000,000.00	3,000,000.00	3,016,582.11	3,490,830.00	13,995.26

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	620076AK5-1-513	01-Sep-25	620076AK5	MOTOROLA SOLUTIONS INC	284,000.00	284,000.00	288,738.08	314,007.44	1,333.22
Available	63858SBC2-1-529	07-Mar-37	63858SBC2	BANK OF AMERICA CORP	3,000,000.00	3,000,000.00	2,998,028.52	3,482,913.00	11,625.00
Available	646139W35-2-526	01-Jan-40	646139W35	NEW JERSEY ST TURNPIKE AUTHORI	250,000.00	250,000.00	263,275.92	325,875.00	4,427.81
Available	646139W35-1-526	01-Jan-40	646139W35	NEW JERSEY ST TURNPIKE AUTHORI	500,000.00	500,000.00	500,000.00	651,750.00	8,855.61
Available	646139W35-1-527	01-Jan-40	646139W35	NEW JERSEY ST TURNPIKE AUTHORI	250,000.00	250,000.00	250,000.00	325,875.00	4,427.81
Available	646139W35-1-513	01-Jan-40	646139W35	NEW JERSEY ST TURNPIKE AUTHORI	750,000.00	750,000.00	750,000.00	977,625.00	13,283.42
Available	651639AE6-1-513	01-Apr-35	651639AE6	NEWMONT MINING CORP	1,500,000.00	1,500,000.00	1,493,455.80	1,348,816.50	43,083.33
Available	651639AM8-1-528	01-Oct-39	651639AM8	NEWMONT MINING CORP	500,000.00	500,000.00	538,982.23	471,201.00	15,277.78
Available	651639AM8-1-513	01-Oct-39	651639AM8	NEWMONT MINING CORP	1,000,000.00	1,000,000.00	1,006,146.06	942,402.00	30,555.56
Available	651639AM8-1-524	01-Oct-39	651639AM8	NEWMONT MINING CORP	1,000,000.00	1,000,000.00	1,006,146.06	942,402.00	30,555.56
Available	651639AM8-1-529	01-Oct-39	651639AM8	NEWMONT MINING CORP	1,000,000.00	1,000,000.00	1,161,440.67	942,402.00	30,555.56
Available	652482BC3-1-513	15-Mar-33	652482BC3	NEWS AMERICA INC	1,000,000.00	1,000,000.00	971,581.90	1,141,107.00	2,183.33
Available	654894AF1-1-513	01-Apr-27	654894AF1	NOBLE ENERGY INC	386,000.00	386,000.00	438,885.02	501,258.06	15,096.89
Available	65504LAG2-1-513	01-Mar-41	65504LAG2	NOBLE HOLDING INTERNATIONAL LT	2,000,000.00	2,000,000.00	1,988,236.00	2,015,474.00	8,738.89
Available	655664AH3-2-524	15-Mar-28	655664AH3	NORDSTROM INC	250,000.00	250,000.00	267,409.69	308,151.50	579.17
Available	655664AH3-2-528	15-Mar-28	655664AH3	NORDSTROM INC	250,000.00	250,000.00	267,409.69	308,151.50	579.17
Available	655664AH3-1-524	15-Mar-28	655664AH3	NORDSTROM INC	250,000.00	250,000.00	267,409.69	308,151.50	579.17
Available	655844AW8-1-513	17-May-25	655844AW8	NORFOLK SOUTHERN CORPORATION	91,000.00	91,000.00	85,676.50	103,052.50	1,836.94
Available	655844BL1-2-513	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION	670,341.96	670,341.96	670,341.96	626,179.83	2,270.34
Available	655844BL1-1-513	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION	425,658.04	425,658.04	425,658.04	397,615.69	1,441.63
Available	655844BL1-1-526	15-Feb-23	655844BL1	NORFOLK SOUTHERN CORPORATION	89,000.00	89,000.00	89,000.00	83,136.68	301.43
Available	655844BM9-1-529	01-Oct-42	655844BM9	NORFOLK SOUTHERN CORPORATION	1,000,000.00	1,000,000.00	941,653.39	856,259.00	19,311.11
Available	655855FA7-1-513	15-Jun-20	655855FA7	NORFOLK SOUTHERN RAILWAY COMPA	580,000.00	580,000.00	629,212.37	795,245.54	16,022.50
Available	656531AM2-1-526	23-Sep-27	656531AM2	STATOIL ASA	676,000.00	676,000.00	737,693.90	880,318.97	544.56
Available	664397AK2-1-526	01-May-23	664397AK2	NORTHEAST UTILITIES	7,000,000.00	7,000,000.00	6,982,398.19	6,451,298.00	72,955.56
Available	665772CB3-1-513	01-Jun-36	665772CB3	NORTHERN STATES POWER COMPANY	1,000,000.00	1,000,000.00	996,767.30	1,227,165.00	20,138.89
Available	666807AW2-4-513	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	1,000,000.00	1,000,000.00	1,145,533.35	1,293,104.00	9,041.67
Available	666807AW2-3-513	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	2,000,000.00	2,000,000.00	2,322,348.87	2,586,208.00	18,083.33
Available	666807AW2-2-528	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	500,000.00	500,000.00	630,912.32	646,552.00	4,520.83
Available	682134AC5-1-513	15-Aug-20	682134AC5	OMNICOM GROUP INC.	5,000,000.00	5,000,000.00	4,956,522.70	5,221,655.00	25,958.33
Available	68389XAM7-1-529	15-Jul-40	68389XAM7	ORACLE CORPORATION	1,000,000.00	1,000,000.00	1,200,593.02	1,092,208.00	10,750.00
Available	69349LAG3-1-524	01-Nov-22	69349LAG3	PNC BANK NATIONAL ASSOCIATION	1,000,000.00	1,000,000.00	999,907.79	913,071.00	10,950.00
Available	69352JAH0-3-513	15-May-16	69352JAH0	PPL ENERGY SUPPLY LLC	350,000.00	350,000.00	349,808.26	385,881.30	7,956.67
Available	693627AY7-2-513	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	2,000,000.00	2,000,000.00	1,955,691.24	2,151,400.00	55,080.00
Available	693627AY7-1-513	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	2,000,000.00	2,000,000.00	1,950,813.10	2,151,400.00	55,080.00
Available	69362BAN2-3-513	01-Dec-15	69362BAN2	PSEG POWER LLC	725,000.00	725,000.00	716,980.96	791,299.08	12,848.61
Available	694308GE1-2-529	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	500,000.00	500,000.00	636,744.68	556,970.00	2,184.72
Available	694308GE1-1-528	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	500,000.00	500,000.00	636,744.68	556,970.00	2,184.72
Available	694308GE1-1-529	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	1,000,000.00	1,000,000.00	1,255,014.66	1,113,940.00	4,369.44
Available	694476AA0-1-513	15-Sep-33	694476AA0	PACIFIC LIFECORP	4,500,000.00	4,500,000.00	5,154,163.22	4,989,348.00	9,900.00
Available	70212FAA1-1-513	01-Jun-18	70212FAA1	PARTNERRE FINANCE A LLC	1,000,000.00	1,000,000.00	994,951.68	1,165,099.00	22,152.78
Available	70212FAA1-1-527	01-Jun-18	70212FAA1	PARTNERRE FINANCE A LLC	1,000,000.00	1,000,000.00	992,403.17	1,165,099.00	22,152.78
Available	70213BAA9-1-513	01-Jun-20	70213BAA9	PARTNERRE FINANCE B LLC	1,000,000.00	1,000,000.00	999,027.84	1,093,406.00	17,722.22
Available	713409AC4-1-513	01-Mar-29	713409AC4	PEPSI BOTTLING GROUP INC	3,000,000.00	3,000,000.00	3,346,623.46	3,811,089.00	15,166.67
Available	713409AC4-1-526	01-Mar-29	713409AC4	PEPSI BOTTLING GROUP INC	3,000,000.00	3,000,000.00	2,773,939.86	3,811,089.00	15,166.67
Available	718172AC3-2-513	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	1,000,000.00	1,000,000.00	974,585.55	1,191,550.00	23,197.92
Available	718172AC3-1-513	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	1,000,000.00	1,000,000.00	995,712.38	1,191,550.00	23,197.92
Available	718814ZZ2-1-513	01-Jul-34	718814ZZ2	PHOENIX AZ	2,000,000.00	2,000,000.00	2,043,778.46	2,046,300.00	25,174.11
Available	72650RAM4-1-513	15-May-36	72650RAM4	PLAINS ALL AMERICAN PIPELINE L	3,000,000.00	3,000,000.00	3,099,193.00	3,579,954.00	73,700.00
Available	73102QAA4-1-524	10-May-37	73102QAA4	POLAR TANKERS INC	1,000,000.00	1,000,000.00	1,000,000.00	1,110,843.00	22,646.86
Available	73358WCW2-1-529	01-Nov-40	73358WCW2	PORT AUTHORITY OF NEW YORK & N	4,000,000.00	4,000,000.00	4,000,000.00	4,324,920.00	91,606.89

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	73358WCX0-2-513	01-Nov-40	73358WCX0	PORT AUTHORITY OF NEW YORK & N	6,000,000.00	6,000,000.00	6,077,021.10	6,487,380.00	137,410.33
Available	73763OAB9-2-513	01-Nov-19	73763OAB9	POTLATCH CORP	50,000.00	50,000.00	49,396.48	55,250.00	1,520.83
Available	74340XAN1-18-524	30-Oct-19	74340XAN1	PROLOGIS LP	185,000.00	185,000.00	191,397.89	226,664.04	5,571.20
Available	74340XAN1-17-524	30-Oct-19	74340XAN1	PROLOGIS LP	815,000.00	815,000.00	843,264.06	998,546.97	24,543.39
Available	74340XAN1-8-513	30-Oct-19	74340XAN1	PROLOGIS LP	85,000.00	85,000.00	87,947.79	104,142.94	2,559.74
Available	74340XAN1-7-513	30-Oct-19	74340XAN1	PROLOGIS LP	915,000.00	915,000.00	947,659.74	1,121,068.07	27,554.84
Available	74340XAN1-6-513	30-Oct-19	74340XAN1	PROLOGIS LP	3,000,000.00	3,000,000.00	2,994,045.25	3,675,633.00	90,343.75
Available	74456QBA3-1-528	01-Sep-42	74456QBA3	PUBLIC SERVICE ELECTRIC AND GA	500,000.00	500,000.00	475,922.70	430,048.50	1,318.06
Available	74456QBA3-1-524	01-Sep-42	74456QBA3	PUBLIC SERVICE ELECTRIC AND GA	1,000,000.00	1,000,000.00	997,320.95	860,097.00	2,636.11
Available	74456QBA3-1-529	01-Sep-42	74456QBA3	PUBLIC SERVICE ELECTRIC AND GA	5,000,000.00	5,000,000.00	4,975,971.99	4,300,485.00	13,180.56
Available	74532CA2-1-526	01-Oct-39	74532CA2	PUGET SOUND ENERGY INC	500,000.00	500,000.00	500,000.00	571,317.00	14,072.67
Available	74837RAC8-1-513	01-Apr-16	74837RAC8	QUICKSILVER RESOURCES INC	20,000.00	20,000.00	19,149.20	18,950.00	696.67
Available	75884RAP8-2-513	01-Aug-15	75884RAP8	REGENCY CENTERS LP	300,000.00	300,000.00	299,571.69	320,092.20	2,450.00
Available	760759AN0-2-513	15-May-41	760759AN0	REPUBLIC SERVICES INC	3,000,000.00	3,000,000.00	3,014,744.73	3,217,602.00	62,700.00
Available	767201AK2-1-529	02-Nov-20	767201AK2	RIO TINTO FINANCE (USA) LIMITE	4,000,000.00	4,000,000.00	3,976,794.37	3,976,928.00	56,388.89
Available	77531QAM0-1-513	15-Mar-15	77531QAM0	ROGERS COMMUNICATIONS INC	500,000.00	500,000.00	506,767.14	548,301.00	1,250.00
Available	784635AL8-1-513	15-Dec-14	784635AL8	SPX CORPORATION	500,000.00	500,000.00	500,000.00	533,750.00	10,802.08
Available	789547AD8-8-513	15-Oct-15	789547AD8	ST GEORGE BANK LTD	400,000.00	400,000.00	399,802.95	427,173.20	9,540.00
Available	796253T93-1-513	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	1,000,000.00	1,000,000.00	1,102,555.46	1,167,380.00	9,310.00
Available	796253T93-1-524	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	1,000,000.00	1,000,000.00	1,102,555.46	1,167,380.00	9,310.00
Available	797400FN3-1-529	01-Apr-48	797400FN3	SAN DIEGO COUNTY REGIONAL TRAN	1,500,000.00	1,500,000.00	1,500,000.00	1,692,630.00	43,347.33
Available	81180RAE2-4-513	01-Oct-16	81180RAE2	SEAGATE TECHNOLOGY HDD HOLDING	47,000.00	47,000.00	44,942.43	52,522.50	1,562.49
Available	81180RAE2-1-526	01-Oct-16	81180RAE2	SEAGATE TECHNOLOGY HDD HOLDING	33,000.00	33,000.00	31,555.32	36,877.50	1,097.07
Available	816851AP4-1-513	15-Oct-39	816851AP4	SEMPRA ENERGY	1,500,000.00	1,500,000.00	1,488,023.58	1,653,723.00	40,500.00
Available	826200AD9-5-524	17-Aug-26	826200AD9	SIEMENS FINANCIERINGSMAATSCHAP	900,000.00	900,000.00	898,499.48	1,064,403.00	6,125.00
Available	826200AD9-1-513	17-Aug-26	826200AD9	SIEMENS FINANCIERINGSMAATSCHAP	1,600,000.00	1,600,000.00	1,597,332.41	1,892,272.00	10,888.89
Available	842400EV1-2-526	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	350,000.00	350,000.00	381,336.75	406,073.85	9,838.89
Available	842400EV1-1-526	01-Apr-35	842400EV1	SOUTHERN CALIFORNIA EDISON COM	650,000.00	650,000.00	708,196.83	754,137.15	18,272.22
Available	842400FHI-1-513	01-Feb-38	842400FHI	SOUTHERN CALIFORNIA EDISON COM	2,000,000.00	2,000,000.00	1,991,404.89	2,346,548.00	18,511.11
Available	84243QAH6-1-513	18-Jan-28	84243QAH6	SOUTHERN CALIFORNIA GAS COMPAN	4,000,000.00	4,000,000.00	4,000,000.00	4,274,520.00	16,380.00
Available	843830AD2-1-513	01-Mar-16	843830AD2	SOUTHERN STAR CENTRAL CORP	27,000.00	27,000.00	26,972.54	27,303.75	131.63
Available	87164KAB0-1-513	28-Mar-42	87164KAB0	SYNGENTA FINANCE NV	1,300,000.00	1,300,000.00	1,304,218.12	1,225,906.50	28,279.51
Available	87236YAA6-1-513	01-Dec-19	87236YAA6	TD AMERITRADE HOLDING CORPORAT	1,000,000.00	1,000,000.00	1,009,363.19	1,163,615.00	18,044.44
Available	87425EAJ2-1-513	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.	750,000.00	750,000.00	575,935.04	733,897.50	6,825.00
Available	875127AV4-1-513	15-May-36	875127AV4	TAMPA ELECTRIC COMPANY	3,000,000.00	3,000,000.00	2,982,875.27	3,671,265.00	72,050.00
Available	87612EBA3-1-528	01-Jul-42	87612EBA3	TARGET CORPORATION	500,000.00	500,000.00	487,693.16	445,686.50	4,777.78
Available	87612EBA3-1-529	01-Jul-42	87612EBA3	TARGET CORPORATION	1,000,000.00	1,000,000.00	975,386.32	891,373.00	9,555.56
Available	878742AE5-2-513	01-Oct-35	878742AE5	TECK RESOURCES LTD	125,000.00	125,000.00	93,610.78	120,662.00	3,743.06
Available	878742AE5-1-513	01-Oct-35	878742AE5	TECK RESOURCES LTD	895,000.00	895,000.00	834,051.97	863,939.92	26,800.28
Available	878742AW5-2-524	15-Jul-41	878742AW5	TECK RESOURCES LTD	1,000,000.00	1,000,000.00	997,139.16	968,952.00	12,500.00
Available	87938WAC7-1-513	20-Jun-36	87938WAC7	TELEFONICA EMISIONES SAU	1,500,000.00	1,500,000.00	1,500,000.00	1,610,751.00	28,473.54
Available	88579EAC9-1-524	15-Mar-37	88579EAC9	3M CO	1,000,000.00	1,000,000.00	1,339,250.22	1,164,466.00	1,900.00
Available	89346DAE7-2-513	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	625,000.00	625,000.00	618,824.89	604,200.63	1,354.17
Available	89346DAE7-1-513	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	1,875,000.00	1,875,000.00	1,850,692.63	1,812,601.88	4,062.50
Available	893521AB0-2-524	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	1,000,000.00	1,000,000.00	1,029,056.19	1,238,756.00	26,000.00
Available	893521AB0-1-513	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	1,000,000.00	1,000,000.00	1,050,500.45	1,238,756.00	26,000.00
Available	893521AB0-1-524	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	1,000,000.00	1,000,000.00	1,029,056.19	1,238,756.00	26,000.00
Available	893521AB0-1-526	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	1,000,000.00	1,000,000.00	1,050,500.45	1,238,756.00	26,000.00
Available	893526DF7-2-528	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	1,000,000.00	1,000,000.00	989,057.99	1,085,585.00	27,533.33
Available	893526DF7-1-513	31-Mar-34	893526DF7	TRANSCANADA PIPELINES LIMITED	1,000,000.00	1,000,000.00	989,057.99	1,085,585.00	27,533.33
Available	89417EAG4-1-513	01-Nov-20	89417EAG4	TRAVELERS COS INC	1,800,000.00	1,800,000.00	1,798,735.76	1,920,115.80	28,470.00

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Available	89417EAG4-1-529	01-Nov-20	89417EAG4	TRAVELERS COS INC	4,000,000.00	4,000,000.00	3,997,190.58	4,266,924.00	63,266.67
Available	89420GAE9-1-513	15-Mar-33	89420GAE9	TRAVELERS PROPERTY CASUALTY CO	2,000,000.00	2,000,000.00	1,864,337.46	2,458,484.00	4,250.00
Available	89837LAB1-2-513	01-Mar-39	89837LAB1	PRINCETON UNIVERSITY	6,800,000.00	6,800,000.00	7,488,887.24	7,950,607.60	27,993.33
Available	902133AF4-2-513	01-Oct-17	902133AF4	TYCO ELECTRONICS GROUP SA	1,000,000.00	1,000,000.00	1,009,221.55	1,152,797.00	32,022.22
Available	902133AG2-1-524	01-Oct-37	902133AG2	TYCO ELECTRONICS GROUP SA	1,000,000.00	1,000,000.00	1,078,127.61	1,180,459.00	34,833.33
Available	90261XBY7-3-513	15-Jul-16	90261XBY7	UBS AG (STAMFORD BRANCH)	350,000.00	350,000.00	349,767.69	388,042.55	4,112.50
Available	904764AH0-6-513	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	500,000.00	500,000.00	482,202.02	616,820.50	10,816.67
Available	904764AH0-5-513	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	500,000.00	500,000.00	482,202.02	616,820.50	10,816.67
Available	904764AH0-4-513	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	1,000,000.00	1,000,000.00	1,037,262.49	1,233,641.00	21,633.33
Available	90520GAA4-20-513	11-May-16	90520GAA4	UNION BANK NA	1,210,000.00	1,210,000.00	1,222,008.92	1,352,423.05	27,198.11
Available	90520GAA4-19-513	11-May-16	90520GAA4	UNION BANK NA	700,000.00	700,000.00	699,055.54	782,393.50	15,734.44
Available	90520GAA4-18-513	11-May-16	90520GAA4	UNION BANK NA	250,000.00	250,000.00	249,925.37	279,426.25	5,619.44
Available	90520GAA4-15-513	11-May-16	90520GAA4	UNION BANK NA	500,000.00	500,000.00	501,291.52	558,852.50	11,238.89
Available	90520GAA4-1-513	11-May-16	90520GAA4	UNION BANK NA	1,500,000.00	1,500,000.00	1,497,976.15	1,676,557.50	33,716.67
Available	90520GAA4-1-524	11-May-16	90520GAA4	UNION BANK NA	1,000,000.00	1,000,000.00	998,650.77	1,117,705.00	22,477.78
Available	907818CU0-3-513	01-May-34	907818CU0	UNION PACIFIC CORPORATION	250,000.00	250,000.00	268,739.33	294,815.50	6,336.81
Available	907818CU0-1-524	01-May-34	907818CU0	UNION PACIFIC CORPORATION	250,000.00	250,000.00	268,739.33	294,815.50	6,336.81
Available	907818DJ4-1-529	15-Sep-41	907818DJ4	UNION PACIFIC CORPORATION	1,000,000.00	1,000,000.00	1,089,644.68	996,644.00	1,583.33
Available	911308AA2-1-526	01-Apr-20	911308AA2	UNITED PARCEL SERVICE OF AMERI	500,000.00	500,000.00	520,383.57	651,020.00	20,472.22
Available	911312AJ5-1-513	15-Jan-38	911312AJ5	UNITED PARCEL SERVICE INC	2,000,000.00	2,000,000.00	1,990,321.17	2,457,680.00	24,800.00
Available	91159HHA1-1-529	24-May-21	91159HHA1	US BANCORP	1,000,000.00	1,000,000.00	1,113,064.71	1,062,095.00	14,093.75
Available	912920AL9-1-513	10-Nov-26	912920AL9	QWEST CORP	1,000,000.00	1,000,000.00	800,730.03	1,000,999.00	27,400.00
Available	912920AL9-1-526	10-Nov-26	912920AL9	QWEST CORP	1,000,000.00	1,000,000.00	800,730.03	1,000,999.00	27,400.00
Available	913017AT6-1-513	01-Aug-28	913017AT6	UNITED TECHNOLOGIES CORPORATIO	1,000,000.00	1,000,000.00	1,102,345.89	1,249,482.00	10,422.22
Available	913017BK4-1-524	01-Jun-36	913017BK4	UNITED TECHNOLOGIES CORPORATIO	500,000.00	500,000.00	491,476.20	592,558.00	9,747.22
Available	913017BK4-1-513	01-Jun-36	913017BK4	UNITED TECHNOLOGIES CORPORATIO	1,000,000.00	1,000,000.00	993,430.83	1,185,116.00	19,494.44
Available	91324PBV3-1-529	15-Mar-22	91324PBV3	UNITEDHEALTH GROUP INCORPORATE	1,000,000.00	1,000,000.00	1,010,913.39	946,660.00	958.33
Available	91412GHA6-1-513	15-May-12	91412GHA6	UNIVERSITY OF CALIFORNIA REVS	1,700,000.00	1,700,000.00	1,700,000.00	1,463,462.00	30,281.53
Available	91412GHA6-1-524	15-May-12	91412GHA6	UNIVERSITY OF CALIFORNIA REVS	1,300,000.00	1,300,000.00	1,300,000.00	1,119,118.00	23,156.47
Available	91911TAH6-1-513	21-Nov-36	91911TAH6	VALE OVERSEAS LIMITED	4,000,000.00	4,000,000.00	4,045,008.85	4,118,660.00	96,250.00
Available	92344GAM8-1-524	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	1,000,000.00	1,000,000.00	1,453,739.56	1,232,305.00	24,972.22
Available	92344GAM8-1-529	01-Dec-30	92344GAM8	VERIZON GLOBAL FUNDING CORPORA	1,000,000.00	1,000,000.00	1,381,283.11	1,232,305.00	24,972.22
Available	92344GAS5-2-526	15-Jun-32	92344GAS5	VERIZON GLOBAL FUNDING CORPORA	800,000.00	800,000.00	892,293.30	979,508.80	17,566.67
Available	92344GAS5-1-526	15-Jun-32	92344GAS5	VERIZON GLOBAL FUNDING CORPORA	400,000.00	400,000.00	477,267.34	489,754.40	8,783.33
Available	925524AH3-2-513	30-Jul-30	925524AH3	CBS CORP	3,000,000.00	3,000,000.00	3,270,287.87	3,636,696.00	37,406.25
Available	925524AH3-1-513	30-Jul-30	925524AH3	CBS CORP	1,000,000.00	1,000,000.00	1,209,256.97	1,212,232.00	12,468.75
Available	927804FB5-1-513	15-May-37	927804FB5	VIRGINIA ELECTRIC AND POWER CO	1,000,000.00	1,000,000.00	997,405.38	1,182,352.00	22,000.00
Available	92857WAB6-6-513	30-Nov-32	92857WAB6	VODAFONE GROUP PLC	250,000.00	250,000.00	274,056.96	276,051.75	5,078.13
Available	92976GAA9-4-513	15-Aug-15	92976GAA9	WACHOVIA BANK NA	250,000.00	250,000.00	250,461.91	268,304.75	1,458.33
Available	92976GAA9-3-513	15-Aug-15	92976GAA9	WACHOVIA BANK NA	250,000.00	250,000.00	250,470.95	268,304.75	1,458.33
Available	92976VAF5-3-513	15-May-43	92976VAF5	WACHOVIA BANK COMMERCIAL MORTG	7,500,000.00	7,500,000.00	7,429,759.92	8,255,445.00	32,039.80
Available	93974CPM6-1-529	01-Aug-39	93974CPM6	WASHINGTON (STATE OF)	500,000.00	500,000.00	634,060.43	544,270.00	4,263.00
Available	949746JM4-1-513	07-Feb-35	949746JM4	WELLS FARGO & COMPANY	1,250,000.00	1,250,000.00	1,149,762.21	1,355,478.75	9,331.60
Available	94980VAE8-3-513	16-May-16	94980VAE8	WELLS FARGO BANK NA	850,000.00	850,000.00	859,232.96	947,838.40	17,920.83
Available	957576AA9-6-524	15-Jul-33	957576AA9	WESTERN AND SOUTHERN FINANCIAL	1,500,000.00	1,500,000.00	1,431,684.82	1,538,941.50	17,250.00
Available	969457AW0-2-513	15-Jul-19	969457AW0	WILLIAMS COS INC	100,000.00	100,000.00	105,580.14	116,141.60	1,525.00
Available	969457AW0-1-513	15-Jul-19	969457AW0	WILLIAMS COS INC	250,000.00	250,000.00	261,680.81	290,354.00	3,812.50
Available	969457BU3-1-524	15-Jan-23	969457BU3	WILLIAMS COS INC	1,000,000.00	1,000,000.00	997,385.13	903,415.00	7,400.00
Available	970648AB7-5-513	15-Jul-15	970648AB7	WILLIS NORTH AMERICA INC	1,100,000.00	1,100,000.00	1,097,610.51	1,188,112.20	12,375.00
Available	970648AB7-4-513	15-Jul-15	970648AB7	WILLIS NORTH AMERICA INC	800,000.00	800,000.00	798,262.19	864,081.60	9,000.00
Available	97314XAE4-2-513	15-Jul-17	97314XAE4	WIND ACQUISITION FINANCE SA	50,000.00	50,000.00	49,237.16	53,125.00	1,175.00

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Available	983130AP0-1-513	01-May-20	983130AP0	WYNN LAS VEGAS LLC / WYNN LAS	50,000.00	50,000.00	50,434.90	55,250.00	1,596.88
Available	988498AB7-7-513	15-Apr-16	988498AB7	YUM! BRANDS INC.	300,000.00	300,000.00	300,768.89	335,872.80	8,437.50
Available	988498AB7-6-513	15-Apr-16	988498AB7	YUM! BRANDS INC.	600,000.00	600,000.00	601,537.77	671,745.60	16,875.00
Available	988498AB7-2-528	15-Apr-16	988498AB7	YUM! BRANDS INC.	1,000,000.00	1,000,000.00	999,607.31	1,119,576.00	28,125.00
Available	988498AH4-1-529	01-Nov-21	988498AH4	YUM! BRANDS INC.	1,000,000.00	1,000,000.00	1,044,185.15	990,169.00	15,208.33
Available	98978VAC7-1-528	01-Feb-43	98978VAC7	ZOETIS INC	250,000.00	250,000.00	250,771.48	232,993.00	1,827.78
Available	98978VAC7-1-529	01-Feb-43	98978VAC7	ZOETIS INC	500,000.00	500,000.00	501,542.97	465,986.00	3,655.56
Available	98978VAC7-1-513	01-Feb-43	98978VAC7	ZOETIS INC	4,000,000.00	4,000,000.00	3,846,450.39	3,727,888.00	29,244.44
Available	98978VAC7-1-524	01-Feb-43	98978VAC7	ZOETIS INC	750,000.00	750,000.00	752,314.45	698,979.00	5,483.33
Available	18878-3		18878	JEWEL INC		2,359,113.30	2,359,113.30	2,476,833.05	
Available	19213-1		19213	RIDGEVIEW II APARTMENTS		4,028,716.18	4,028,716.18	3,212,095.41	
Available	19174-1		19174	MERIDIAN CROSSING		4,868,810.32	4,868,810.32	4,754,880.16	
Available	18917-1		18917	BAYWOOD BUSINESS CENTER		6,385,516.29	6,385,516.29	7,101,332.67	
Unavail.— Replaced w/ Cash	44108EBA5-2-513	01-Jun-16	44108EBA5	HOST HOTELS & RESORTS LP				53,754.61	
Unavail.— Replaced w/ Cash	44108EBA5-1-513	01-Jun-16	44108EBA5	HOST HOTELS & RESORTS LP				70,996.66	
Unavail.— Replaced w/ Cash	37247DAF3-2-513	01-Oct-15	37247DAF3	GENWORTH FINANCIAL INC				700,000.00	
Unavail.— Replaced w/ Cash	REPAVED SECURITIES			REPAVED SECURITIES				(824,751.27)	
Cash	Cash	Cash	Cash	Cash - Book Value of Replaced Securities				822,709.89	

Annex B

Pre-Amendment Date Net Settlement

[See attached.]

Monthly Accounting Report

For the Monthly Accounting Period ending on:

Section 1: Policy cash flows to/(from) Reinsurer (gross)

	First Year Premium (net of returns and refunds of premiums)	\$	—
	Renewal Premium (net of returns and refunds of premiums, including dividends)		—
	Premium on Supplemental Contracts w/ life (net of returns and refunds of premiums)		—
	Premium on Supplemental Contracts w/o life (net of returns and refunds of premiums)		—
			<hr/>
A	TOTAL Reinsurance Premiums		—
	Full / Partial Surrenders, net of surrender charges		—
	Death Claims		—
	Benefit Payments—Supplemental Contracts w/ life		—
	Benefit Payments—Supplemental Contracts w/o life		—
	Dividend Expense		—
	Matured Endowments		—
	Waiver of Premium		—
			<hr/>
B	TOTAL Claims		—
	Dividend Accumulations Change in Liability		—
	Dividend Accumulations Interest Credited		—
	Dividend Accumulations (Withdrawals)/Deposits		—
			<hr/>
	Premium Deposit Funds Change in Liability		—
	Premium Deposit Funds Interest Credited		—
	Premium Deposit Funds (Withdrawals)/Deposits		—
			<hr/>
C	TOTAL Dividend Accumulations and Premium Deposit Funds		—
	Premiums paid/received on third-party reinsurance		—
	Claims received/paid on third-party reinsurance		—
	Commissions / expense allowances received/paid on third-party reinsurance		—
	Other Benefits paid/received on third-party reinsurance		—
			<hr/>
D	Net third-party reinsurance		—
	Renewal commissions		—
			<hr/>
E	TOTAL commissions		—

Section 2: Policy cash flows due to/(owed from) Reinsurer

F	Net Reinsured Liabilities (A - B +/- C +/- D - E)		—
	x Quota Share		100%
G	Reinsurer Share of Net Policy Cash Flows		—
H	Net Settlement Amounts paid to/(by) Reinsurer during Period		—
		MM/DD/YYYY	—
			<hr/>
I	Policy Cash Flows due to/(owed from) Reinsurer (G - H)	\$	—

Section 3 Policy Expenses owed from Reinsurer

	Premiums Received		—
	x 1.8%		1.80%
	Premium Tax Allowance due (from) Reinsurer:		—
	- Premium Tax Allowance Prior Year True-up due to/(from) Reinsurer		—
	- Guaranty Fund Assessments due (from) Reinsurer		—
	- Other Reinsurance ceding / expense allowances due to/(from) Reinsurer		—
J	Quarterly Expenses due to/(from) Reinsurer		—

Section 4 Commercial Mortgage Loan Servicing

	Mortgage Interest Received		—
	Mortgage Principal Received		—
	Other Cashflows / Fees Received		—
			<u>—</u>
K	TOTAL CML Cash Inflow		—
	Servicing Fees due (from) Reinsurer		—
	Other Fees due (from) Reinsurer		—
			<u>—</u>
L	TOTAL CML Fees		—
M	Net CML Activity due to/(from) Reinsurer (K + L)		<u>—</u>
			<u>—</u>
<u>Section 5 Quarterly Net Settlement Amount owed to / (from) Reinsurer</u>			
N	Policy Cash Flows / Policy Expenses Settlement Amount (I + J)		—
O	Net CML Activity		—
P	Miscellaneous		
	a. 3rd Party Expenses		—
	b. Other		—
	c. Producer Payments and Commissions		—
			<u>—</u>
Q	Quarterly Net Settlement Amount owed to / (from) Reinsurer (N +/- O +/- P)		<u>—</u>
			<u>—</u>
<u>Section 6: Funds Withheld Account</u>			
R	Statutory Carrying Value of Assets at Beginning Month		\$ —
S	Investment Income		—
T	GSAM Investment Management Fees		—
U	Realized Gains / (Losses)		—
V	Unrealized Gains / (Losses)		—
W	Statutory Impairments / Default Losses Realized		—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
			<u>—</u>
X	Cash or other assets transferred (to) / from Reinsurer		—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
		MM/DD/YYYY	—
Y	Cash or other assets transferred (to) / from Reinsurer_Retrocessionaire		—
Z	Statutory Carrying Value of Assets at End of Month (R + S - T +/- U +/- V +/- W +/- X +/- Y)		—
	Assigned Hedge Costs		—
	Assigned Hedge Proceeds		—
			<u>—</u>
AA	Net hedge (costs) / proceeds due to/(from) Reinsurer		—
	Policy Loan Interest Received		—
	Policy Loan Principal Repayments		—
	Less: Policy Loans Issued / Adjusted		—
			<u>—</u>
AB	TOTAL Policy Loans		—
<u>Section 7: Calculation of Funds Withheld Adjustment</u>			
AC	Total Funds Withheld Account (Z +/- AA +/- AB)		—

AD	Amounts still owed from prior settlement	—
AE	Ending Statutory Reserves	—
AF	Funds Withheld Adjustment due from / (to) the Reinsurer (AE - AC +/- AD)	—
AG	Net Amount to Transfer (AF - Q)	<u>—</u>

Annex C

EI Hedges

[See attached.]

Annex C

List of EI Hedges (as of 8/31/2013)

Portfolio	SecID	AcqTradeDate	ReplacedDate	StatCarryValue	MaturityDate	Notional	Strike%	Cap%
514	SPX413W\$H	10-Jan-13	10-Jan-13	154,068.97	10-Jan-14	1,856,000.00	100.00	111.50
514	SPX021F\$H	27-Sep-12	27-Sep-12	232,413.48	25-Sep-13	2,436,287.10	100.03	110.36
514	SPX021N\$Y	28-Dec-12	28-Dec-12	242,718.56	24-Dec-13	2,861,879.96	100.02	110.47
514	SPX1202\$2	25-Sep-12	25-Sep-12	289,126.11	25-Sep-13	3,068,000.00	100.00	110.25
514	SPX021X\$L	10-Apr-13	10-Apr-13	161,002.69	10-Apr-14	3,229,000.00	100.00	110.80
514	SPX120D\$1	24-May-13	25-May-13	121,965.73	23-May-14	3,412,000.00	100.00	110.80
514	SPX1207\$8	08-Mar-13	10-Mar-13	212,084.19	10-Mar-14	3,633,000.00	100.00	110.80
514	SPX021D\$X	10-Sep-12	10-Sep-12	426,880.58	10-Sep-13	3,878,000.00	#N/A	#N/A
514	SPX5134\$H	25-Apr-13	25-Apr-13	204,676.03	25-Apr-14	3,933,000.00	100.00	110.80
514	SPX1202\$3	25-Sep-12	25-Sep-12	402,643.57	25-Sep-13	3,953,000.00	100.00	111.25
514	SPX021G\$M	10-Oct-12	10-Oct-12	431,730.29	10-Oct-13	4,312,000.00	100.00	111.30
514	SPX5131\$T	23-Aug-13	25-Aug-13	165,134.48	25-Aug-14	4,350,000.00	100.00	110.80
514	SPX413R\$E	09-Nov-12	10-Nov-12	394,472.15	08-Nov-13	4,401,000.00	100.00	109.75
514	SPX120H\$K	25-Jul-13	25-Jul-13	128,334.01	25-Jul-14	4,521,000.00	100.00	109.75
514	SPX021K\$1	23-Nov-12	25-Nov-12	427,410.86	25-Nov-13	4,625,000.00	100.00	110.75
514	SPX120G\$H	10-Jul-13	10-Jul-13	169,879.99	10-Jul-14	4,639,000.00	100.00	110.80
514	SPX513B\$0	25-Jun-13	25-Jun-13	240,791.45	25-Jun-14	4,671,000.00	100.00	110.75
514	SPX021R\$V	08-Feb-13	10-Feb-13	310,499.67	10-Feb-14	4,681,000.00	100.00	110.75
514	SPX1203\$6	25-Oct-12	25-Oct-12	447,970.81	25-Oct-13	4,682,000.00	100.00	110.75
514	SPX5134\$G	25-Apr-13	25-Apr-13	228,133.46	25-Apr-14	4,688,000.00	100.00	109.75
514	SPX021N\$6	24-Dec-12	25-Dec-12	414,561.65	24-Dec-13	4,766,000.00	100.00	110.75
514	SPX5131\$S	23-Aug-13	25-Aug-13	170,930.39	25-Aug-14	4,795,000.00	100.00	109.75
514	SPX1208\$4	25-Mar-13	25-Mar-13	287,598.18	25-Mar-14	4,945,000.00	100.00	110.80
514	SPX021R\$U	08-Feb-13	10-Feb-13	314,264.14	10-Feb-14	5,106,000.00	100.00	109.70
514	SPX413X\$S	25-Jan-13	25-Jan-13	340,291.11	24-Jan-14	5,107,000.00	100.00	109.75
514	SPX120G\$G	10-Jul-13	10-Jul-13	176,014.71	10-Jul-14	5,109,000.00	100.00	109.70
514	SPX513A\$Z	25-Jun-13	25-Jun-13	253,713.26	25-Jun-14	5,269,000.00	100.00	109.75
514	SPX1208\$3	25-Mar-13	25-Mar-13	289,511.53	25-Mar-14	5,320,000.00	100.00	109.75
514	SPX5139\$4	10-Jun-13	10-Jun-13	215,246.86	10-Jun-14	5,364,000.00	100.00	110.85
514	SPX1216\$6	09-Aug-13	10-Aug-13	159,394.88	08-Aug-14	5,403,000.00	100.00	109.70

514	SPX5133S6	10-Apr-13	10-Apr-13	271,339.34	10-Apr-14	5,687,000.00	100.00	109.70
514	SPX120HSL	25-Jul-13	25-Jul-13	170,767.17	25-Jul-14	5,706,000.00	100.00	110.80
514	SPX5135SG	10-May-13	10-May-13	235,486.83	09-May-14	5,736,000.00	100.00	110.75
514	SPX413USA	10-Dec-12	10-Dec-12	538,232.91	10-Dec-13	5,958,000.00	100.00	110.75
514	SPX021GSL	10-Oct-12	10-Oct-12	563,270.17	10-Oct-13	6,158,000.00	100.00	110.15
514	SPX413ZSS	25-Feb-13	25-Feb-13	458,000.49	25-Feb-14	6,247,000.00	100.00	110.75
514	SPX120D\$H	24-May-13	25-May-13	212,343.95	23-May-14	6,267,000.00	100.00	109.75
514	SPX021N\$5	24-Dec-12	25-Dec-12	505,588.94	24-Dec-13	6,324,000.00	100.00	109.75
514	SPX1207\$7	08-Mar-13	10-Mar-13	347,059.63	10-Mar-14	6,367,000.00	100.00	109.70
514	SPX120C\$N	10-May-13	10-May-13	237,283.09	09-May-14	6,436,000.00	100.00	109.75
514	SPX413R\$F	09-Nov-12	10-Nov-12	643,488.21	08-Nov-13	6,558,000.00	100.00	110.75
514	SPX120I\$W	09-Aug-13	10-Aug-13	204,040.38	08-Aug-14	6,779,000.00	100.00	110.75
514	SPX413X\$T	25-Jan-13	25-Jan-13	494,516.59	24-Jan-14	6,871,000.00	100.00	110.80
514	SPX021K\$H	23-Nov-12	25-Nov-12	608,719.44	25-Nov-13	7,181,000.00	100.00	109.75
514	SPX120E\$7	10-Jun-13	10-Jun-13	257,602.41	10-Jun-14	7,193,000.00	100.00	109.75
514	SPX413Z\$R	25-Feb-13	25-Feb-13	489,680.72	25-Feb-14	7,219,000.00	100.00	109.75
514	SPX1205\$D	10-Jan-13	10-Jan-13	568,202.89	10-Jan-14	7,318,000.00	100.00	110.75
514	SPX413U\$9	10-Dec-12	10-Dec-12	617,893.35	10-Dec-13	7,453,000.00	100.00	109.75
514	SPX021D\$W	10-Sep-12	10-Sep-12	758,744.62	10-Sep-13	7,511,000.00	#N/A	#N/A
514	SPX1203\$5	25-Oct-12	25-Oct-12	681,258.72	25-Oct-13	7,769,000.00	100.00	109.75
514	SPX1205\$C	10-Jan-13	10-Jan-13	632,578.05	10-Jan-14	8,814,000.00	100.00	109.75
516	SPX021N\$4	24-Dec-12	25-Dec-12	261,589.86	24-Dec-13	2,399,000.00	100.00	111.50
517	SPX413W\$C	10-Jan-13	10-Jan-13	52,676.68	10-Jan-14	531,000.00	100.00	103.30
517	SPX513F\$A	25-Jul-13	25-Jul-13	12,114.86	25-Jul-14	547,000.00	100.00	103.65

Annex D

Life Reference Balance Sheet

[See attached]

ALACNY Non-Financed / Non-US Bank Reference Balance Sheet

Assets and liabilities for ALACNY to transfer to FAFLIC

Illustrative, based on 8/31/2013 ALACNY balances

Debit (Credit)

	Non-Financed / Non-US Bank	
	Coinsurance Portion	Funds Withheld Portion
Bonds and commercial mortgage loans	91,751,160	—
Derivatives	17,835,943	—
Investment income due and accrued	—	—
Due premium	940,179	—
Deferred premium	3,985,104	—
Reinsurance recoverable	5,873,021	—
Reinsurance receivable	29,039	—
Funds withheld receivable	—	575,888,271
Guaranty fund asset	21,898	—
Total assets	120,436,345	575,888,271
Life reserves—Statutory Reserve	(100,000,000)	(575,888,271)
Deposit-type contracts	(1,809,601)	—
Claim liability	(10,652,938)	—
Dividends apportioned	(549,953)	—
Advance premium	(271,504)	—
Reinsurance payable	(3,305,793)	—
Existing interest maintenance reserve	(2,949,483)	—
Guaranty fund liability	(897,072)	—
Total liabilities	(120,436,345)	(575,888,271)
Liabilities transferred in excess of assets transferred	—	—

Annex E

Additional Life Reference Balance Sheet Assets

None.

Annex F

Policy List

[See attached.]

ALACNY Policy Listings — Policy Numbers

0000001	0202054	0208249	0214776	0219550	0224009	0228760	0235475
0000019	0202084	0208280	0215002	0219560	0224013	0228822	0235494
0000070	0202122	0208296	0215041	0219656	0224153	0228925	0235676
0000071	0202197	0208461	0215073	0219824	0224326	0228943	0235766
0000130	0202434	0208482	0215128	0219860	0224578	0229002	0235792
0000146	0202488	0208741	0215261	0219879	0224686	0229013	0236053
0000186	0202538	0208892	0215267	0219978	0224732	0229025	0236085
0000274	0202539	0208913	0215336	0220034	0224733	0229179	0236275
0000278	0202796	0209052	0215470	0220056	0224903	0229269	0236336
0000521	0203048	0209175	0215666	0220135	0225032	0229280	0236789
0000522	0203133	0209360	0215714	0220226	0225056	0229364	0236880
0000585	0203609	0209516	0215858	0220308	0225417	0229393	0236938
0000630	0203657	0209548	0215925	0220350	0225541	0229839	0237041
0000672	0203673	0209603	0215930	0220362	0225562	0229975	0237054
0000707	0203685	0209668	0216224	0220404	0225608	0230023	0237113
0000822	0203767	0209671	0216227	0220409	0225707	0230207	1010049
0000942	0203787	0209855	0216313	0220465	0225718	0230421	1010168
0100046	0203798	0209933	0216443	0220497	0225722	0230425	1010368
0100072	0203881	0209957	0216644	0220800	0225724	0230440	1010408
0100217	0204097	0210089	0216647	0220872	0225863	0230441	1010547
0100311	0204128	0210183	0216764	0220904	0226080	0230444	1010576
0100417	0204330	0210282	0216834	0220914	0226111	0230560	1010740
0100439	0204692	0210306	0217208	0220928	0226130	0230761	1010791
0100481	0204785	0210395	0217367	0220962	0226254	0230872	1010849
0100483	0205213	0210588	0217439	0221065	0226283	0230873	1011281
0100484	0205246	0210597	0217454	0221193	0226306	0230876	1011365
0100499	0205405	0210611	0217561	0221288	0226432	0230888	1011704
0100520	0205432	0210760	0217606	0221370	0226470	0231151	1011911
0100550	0205465	0210800	0217629	0221390	0226520	0231205	1011966
0100804	0205590	0210801	0217631	0221392	0226536	0231206	1012112
0200003	0205591	0210843	0217632	0221400	0226549	0231453	1012113
0200062	0205647	0210922	0217702	0221470	0226598	0231459	1012136
0200130	0205821	0210953	0217716	0221471	0226686	0231576	1012364
0200362	0205854	0210972	0217738	0221504	0226687	0231881	1012451
0200371	0206031	0211069	0217774	0221523	0226767	0231936	1012608
0200463	0206175	0211198	0217844	0221569	0226847	0232004	1012702
0200494	0206198	0211366	0217939	0221578	0226854	0232047	1012883
0200530	0206290	0211371	0218094	0221619	0226855	0232223	1012888
0200747	0206377	0212004	0218134	0221864	0226885	0232451	1013010
0200926	0206444	0212079	0218176	0222135	0227136	0232478	1013042
0200968	0206481	0212290	0218181	0222209	0227137	0232530	1013094
0200985	0206497	0212480	0218239	0222325	0227171	0232600	1013128
0201008	0206520	0212611	0218254	0222465	0227231	0232706	1013176
0201175	0206530	0212957	0218256	0222510	0227282	0232724	1013236
0201238	0206670	0213093	0218301	0222625	0227384	0232742	1013257
0201267	0206693	0213252	0218330	0222660	0227385	0232896	1013362
0201277	0206707	0213292	0218344	0222676	0227409	0233112	1013481
0201316	0207111	0213465	0218427	0222802	0227436	0233344	1013501
0201403	0207314	0213519	0218596	0222942	0227487	0233448	1013590
0201404	0207433	0213530	0218663	0222983	0227552	0233721	1013840
0201409	0207441	0213693	0218690	0222987	0227556	0233747	1013886
0201456	0207474	0213730	0218715	0223036	0227659	0233767	1014140
0201543	0207493	0213737	0218717	0223158	0227688	0233943	1014184
0201586	0207534	0213765	0218753	0223285	0227717	0234246	1014185
0201693	0207732	0213848	0218942	0223300	0228205	0234280	1014228
0201760	0207781	0213940	0219059	0223485	0228291	0234316	1014256
0201766	0207803	0213981	0219114	0223595	0228375	0234684	1014353
0201786	0207982	0214014	0219121	0223635	0228618	0234787	1014460
0201966	0208032	0214158	0219297	0223670	0228619	0235176	1014652
0201976	0208127	0214230	0219368	0223729	0228646	0235211	1014654
0201977	0208135	0214596	0219373	0223864	0228679	0235392	1014680
0202016	0208200	0214682	0219537	0223971	0228682	0235403	1014707

ALACNY Policy Listings — Policy Numbers

1014775	1020912	1026523	1031646	1039899	1045145	1049059	1052808
1014799	1020993	1026584	1031757	1039976	1045306	1049204	1052842
1014828	1021014	1026597	1031883	1040056	1045311	1049246	1052847
1014999	1021109	1026631	1031931	1040088	1045414	1049433	1052853
1015106	1021196	1026717	1032026	1040172	1045418	1049495	1052914
1015185	1021228	1026744	1032117	1040299	1045420	1049580	1052921
1015321	1021247	1026770	1032118	1040314	1045503	1049583	1052935
1015370	1021322	1026815	1032306	1040322	1045576	1049589	1052973
1015401	1021360	1026866	1032630	1040693	1045641	1049862	1053043
1015442	1021557	1026872	1032947	1040866	1045702	1049892	1053106
1015482	1021864	1027103	1033059	1040876	1045762	1049964	1053158
1015523	1021876	1027167	1033443	1040917	1045801	1050053	1053261
1015525	1022005	1027168	1033540	1040972	1045845	1050139	1053301
1015893	1022029	1027210	1033711	1040987	1045953	1050168	1053333
1016062	1022177	1027211	1034067	1041014	1045954	1050204	1053396
1016087	1022349	1027319	1034147	1041015	1045983	1050244	1053398
1016146	1022369	1027349	1034258	1041016	1046044	1050246	1053404
1016173	1022419	1027423	1034337	1041017	1046079	1050247	1053410
1016403	1022562	1027490	1034354	1041084	1046148	1050294	1053464
1016520	1022636	1027506	1034359	1041493	1046224	1050368	1053527
1016723	1022691	1027622	1034476	1041606	1046277	1050386	1053547
1017091	1022713	1027657	1034549	1041869	1046388	1050423	1053729
1017112	1022714	1027708	1034682	1041989	1046445	1050424	1053808
1017295	1022762	1027731	1034741	1041990	1046488	1050522	1053817
1017614	1022800	1027749	1034913	1042216	1046671	1050619	1053833
1017615	1022806	1028086	1034931	1042265	1046690	1050622	1053834
1017644	1022931	1028087	1034978	1042371	1046816	1050815	1053835
1017645	1023103	1028150	1035012	1042431	1046846	1050871	1053844
1017967	1023106	1028410	1035013	1042549	1046877	1050894	1053868
1018066	1023113	1028411	1035034	1042642	1046946	1050895	1053893
1018086	1023214	1028412	1035040	1042666	1047101	1050965	1053999
1018119	1023301	1028413	1035279	1042778	1047127	1050970	1054020
1018322	1023327	1028414	1035307	1042785	1047211	1050990	1054185
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1018471	1023399	1028953	1036113	1043133	1047478	1051156	1054424
1018683	1023453	1029154	1036372	1043143	1047479	1051158	1054454
1018769	1023454	1029256	1036374	1043151	1047502	1051243	1054511
1018867	1023455	1029436	1036448	1043222	1047608	1051358	1054514
1018936	1023547	1029483	1036455	1043274	1047628	1051545	1054544
1018950	1023758	1029499	1036541	1043284	1047675	1051546	1054606
1019078	1023761	1029535	1036804	1043314	1047685	1051557	1054636
1019399	1024089	1029708	1037064	1043315	1047703	1051771	1054734
1019457	1024323	1029799	1037085	1043527	1047791	1051794	1054786
1020051	1024477	1029891	1037594	1043528	1047849	1051881	1055079
1020052	1024664	1030166	1037627	1043639	1047961	1051924	1055102
1020093	1024734	1030186	1037649	1043670	1048171	1052003	1055103
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1020176	1024943	1030694	1037766	1043937	1048216	1052120	1055124
1020340	1025112	1030776	1037817	1044003	1048250	1052150	1055125
1020363	1025149	1030829	1037869	1044005	1048327	1052151	1055135
1020364	1025167	1030844	1037924	1044025	1048360	1052155	1055136
1020395	1025188	1030926	1038174	1044197	1048362	1052166	1055137
1020442	1025473	1031111	1038516	1044227	1048364	1052249	1055167
1020502	1025650	1031146	1038551	1044230	1048365	1052292	1055219
1020593	1025701	1031161	1038552	1044238	1048378	1052311	1055220
1020622	1025727	1031170	1038722	1044521	1048524	1052398	1055263
1020675	1025876	1031236	1038988	1044590	1048566	1052435	1055279
1020676	1026420	1031240	1039469	1044779	1048615	1052448	1055341
1020849	1026488	1031492	1039685	1044959	1048635	1052453	1055354
1020908	1026522	1031644	1039769	1044985	1048636	1052496	1055363

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1055384	1059238	1063215	1066278	1069879	1073572	1077633	1080941
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1055435	1059306	1063299	1066397	1069881	1073782	1077675	1081046
1055472	1059415	1063301	1066532	1069882	1073806	1077720	1081058
1055566	1059431	1063302	1066538	1069913	1073844	1077724	1081092
1055590	1059447	1063655	1066657	1070049	1074252	1077779	1081176
1055674	1059513	1063964	1066658	1070057	1074293	1077780	1081266
1055758	1059675	1064043	1066660	1070169	1074373	1077825	1081267
1055769	1059761	1064103	1066661	1070207	1074382	1077897	1081376
1055770	1059785	1064182	1066666	1070305	1074492	1077955	1081384
1055995	1059836	1064263	1066742	1070426	1074765	1077991	1081665
1056010	1059841	1064288	1066927	1070480	1074888	1078035	1081668
1056166	1059881	1064365	1066928	1070536	1074923	1078043	1081750
1056231	1059898	1064396	1067031	1070571	1074926	1078117	1081769
1056245	1059900	1064419	1067098	1070740	1074979	1078175	1081770
1056290	1059905	1064463	1067121	1070746	1075113	1078216	1081771
1056368	1059938	1064563	1067244	1070777	1075114	1078217	1081788
1056411	1060018	1064593	1067407	1070906	1075116	1078260	1081829
1056413	1060173	1064623	1067537	1070934	1075125	1078292	1081940
1056490	1060245	1064683	1067570	1070938	1075142	1078344	1082036
1056547	1060262	1064704	1067584	1070966	1075174	1078528	1082081
1056548	1060263	1064714	1067632	1070981	1075392	1078543	1082111
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1056879	1060380	1064722	1067918	1071072	1075585	1078651	1082292
1056887	1060424	1064724	1068055	1071073	1075588	1078672	1082294
1056931	1060551	1064768	1068067	1071074	1075739	1078757	1082432
1057079	1060580	1064797	1068164	1071104	1075749	1078865	1082561
1057153	1060763	1064827	1068206	1071131	1075872	1079068	1082588
1057224	1060788	1064828	1068247	1071145	1075891	1079231	1082618
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1057345	1060870	1065100	1068260	1071333	1075965	1079417	1082874
1057377	1060911	1065101	1068274	1071382	1076005	1079488	1082911
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1057467	1061304	1065274	1068527	1071887	1076078	1079605	1083116
1057469	1061356	1065319	1068550	1071910	1076103	1079689	1083117
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1057567	1061362	1065373	1068674	1071918	1076355	1079694	1083261
1057573	1061407	1065442	1068680	1071938	1076386	1079793	1083406
1057597	1061569	1065465	1068733	1071940	1076522	1079830	1083440
1057598	1061577	1065570	1068826	1072012	1076528	1079924	1083441
1057731	1061643	1065650	1068827	1072037	1076565	1079939	1083549
1058039	1061673	1065685	1068847	1072215	1076665	1080117	1083577
1058047	1061780	1065703	1068933	1072245	1076806	1080124	1083578
1058174	1061839	1065884	1068947	1072263	1076850	1080128	1083588
1058283	1061840	1065897	1069031	1072306	1076952	1080187	1083625
1058320	1061841	1065924	1069092	1072422	1076976	1080213	1083668
1058334	1061842	1065950	1069159	1072429	1076977	1080222	1083740
1058352	1061893	1065951	1069180	1072456	1077007	1080287	1083844
1058576	1061902	1065953	1069205	1072529	1077157	1080312	1083903
1058594	1061914	1066029	1069262	1072549	1077251	1080321	1083914
1058666	1061934	1066043	1069290	1072694	1077267	1080367	1083942
1058677	1062043	1066044	1069386	1072769	1077352	1080368	1083978
1058802	1062251	1066045	1069396	1072779	1077382	1080412	1083981
1058806	1062308	1066046	1069428	1072828	1077413	1080502	1083986
1058981	1062482	1066047	1069430	1072876	1077414	1080538	1083987
1059002	1062513	1066071	1069438	1073094	1077415	1080599	1084108
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1059118	1062852	1066118	1069617	1073166	1077417	1080721	1084292
1059160	1062880	1066124	1069798	1073328	1077465	1080736	1084337
1059190	1062991	1066154	1069828	1073392	1077466	1080824	1084342
1059197	1063011	1066270	1069835	1073475	1077467	1080918	1084365

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1084796	1089397	1092637	1096166	1099643	1603899	1608383	1611300
1084928	1089447	1092709	1096227	1099655	1603929	1608534	1611367
1084939	1089495	1092883	1096232	1099706	1603987	1608877	1611656
1084985	1089604	1092914	1096313	1099733	1604060	1608968	1611804
1085003	1089619	1092922	1096452	1099804	1604198	1609007	1611913
1085004	1089620	1092958	1096457	1099995	1604280	1609152	1611975
1085010	1089647	1093112	1096673	1600066	1604515	1609153	1611980
1085098	1089752	1093208	1096681	1600151	1604684	1609163	1612023
1085170	1089966	1093249	1096824	1600152	1604788	1609222	1612025
1085181	1090000	1093327	1096919	1600223	1604812	1609226	1612028
1085197	1090103	1093387	1097039	1600224	1604817	1609244	1612029
1085316	1090247	1093486	1097040	1600311	1604824	1609304	1612034
1085468	1090268	1093494	1097041	1600412	1604828	1609399	1612172
1085710	1090313	1093562	1097047	1600511	1604840	1609481	1612179
1085824	1090314	1093617	1097070	1600526	1604870	1609519	1612226
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1085900	1090390	1093677	1097176	1600531	1605066	1609633	1612281
1086015	1090437	1093775	1097318	1600535	1605092	1609643	1612299
1086168	1090454	1093784	1097331	1600548	1605105	1609644	1612314
1086349	1090461	1093808	1097392	1600628	1605249	1609645	1612329
1086469	1090535	1093895	1097423	1600712	1605262	1609657	1612334
1086498	1090550	1093935	1097426	1600783	1605292	1609669	1612381
1086600	1090575	1094036	1097578	1600880	1605502	1609707	1612418
1086610	1090627	1094210	1097684	1600885	1605796	1609716	1612419
1086737	1090628	1094256	1097692	1600896	1605934	1609739	1612438
1086807	1090629	1094458	1097705	1600978	1606042	1609874	1612446
1086809	1090630	1094503	1097792	1601047	1606046	1609922	1612608
1086852	1090660	1094542	1097794	1601132	1606111	1610000	1612725
1086858	1090772	1094731	1097913	1601193	1606119	1610020	1612746
1086871	1090867	1094804	1097921	1601332	1606181	1610024	1612809
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1087134	1091026	1094899	1098196	1601531	1606425	1610151	1612960
1087162	1091073	1094984	1098240	1601532	1606455	1610152	1613032
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1087341	1091231	1095012	1098388	1601920	1606457	1610325	1613197
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1087545	1091377	1095251	1098584	1602066	1606617	1610414	1613322
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1087602	1091677	1095265	1098602	1602138	1606926	1610485	1613334
1087714	1091744	1095277	1098610	1602360	1606949	1610514	1613340
1087756	1091746	1095278	1098611	1602375	1607121	1610696	1613342
1087765	1091748	1095279	1098693	1602379	1607247	1610697	1613406
1087862	1091749	1095281	1098708	1602393	1607288	1610805	1613410
1087974	1091886	1095400	1098752	1602434	1607399	1610806	1613414
1088090	1091930	1095405	1098784	1602464	1607482	1610843	1613415
1088134	1091931	1095406	1098785	1602576	1607513	1610844	1613452
1088139	1091966	1095446	1098885	1602577	1607572	1610933	1613588
1088276	1092069	1095464	1098921	1602679	1607667	1610947	1613589
1088618	1092113	1095472	1098990	1602680	1607780	1610956	1613606
1088655	1092200	1095570	1098991	1602756	1607822	1611052	1613638
1088736	1092210	1095652	1099086	1602937	1607957	1611082	1613668
1088771	1092273	1095666	1099096	1602958	1607958	1611083	1613697
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1089090	1092484	1095938	1099158	1603057	1608239	1611115	1613885
1089142	1092487	1095974	1099209	1603097	1608269	1611116	1613894
1089179	1092496	1095981	1099390	1603344	1608278	1611188	1613973
1089203	1092527	1095982	1099425	1603407	1608281	1611207	1614094
1089302	1092596	1096001	1099558	1603584	1608296	1611234	1614192
1089303	1092607	1096139	1099584	1603586	1608299	1611235	1614211
1089304	1092629	1096140	1099610	1603773	1608311	1611265	1614410

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1614421	1620461	1626042	1630428	1635353	1640120	1645468	1650196
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1614475	1620771	1626209	1630434	1635373	1640321	1645501	1650236
1614476	1620957	1626239	1630456	1635374	1640469	1645563	1650242
1614478	1620962	1626240	1630499	1635469	1640528	1645616	1650249
1614480	1621066	1626417	1630746	1635645	1640529	1645626	1650252
1614518	1621081	1626538	1630840	1635647	1640546	1645674	1650269
1614552	1621082	1626566	1630841	1635655	1640706	1645897	1650271
1614709	1621107	1626576	1630897	1635714	1641191	1646469	1650276
1614713	1621264	1626579	1631177	1635786	1641195	1646519	1650292
1614832	1621265	1626595	1631645	1635790	1641199	1647314	1650295
1614838	1621295	1626607	1631658	1635803	1641294	1648160	1650298
1614905	1621297	1626609	1631684	1635915	1641316	1648178	1650307
1614934	1621376	1626721	1631685	1635982	1641540	1648179	1650330
1615065	1621377	1626750	1631762	1635995	1641686	1648322	1650333
1615165	1621378	1626815	1631788	1636036	1641711	1648690	1650334
1615192	1621429	1627037	1632008	1636102	1641720	1648703	1650340
1615193	1621438	1627310	1632142	1636114	1641794	1648714	1650343
1615335	1621444	1627313	1632154	1636134	1641912	1648798	1650348
1615336	1621451	1627376	1632258	1636142	1641928	1648861	1650349
1615431	1621452	1627453	1632345	1636156	1641931	1648862	1650369
1615503	1621897	1627494	1632435	1636295	1642193	1648881	1650372
1615554	1622089	1627533	1632441	1636336	1642223	1648889	1650373
1615561	1622095	1627542	1632580	1636539	1642224	1648901	1650388
1615658	1622219	1627570	1632733	1636584	1642257	1648934	1650396
1615745	1622609	1627650	1632773	1636585	1642360	1648951	1650422
1615746	1622678	1627781	1633182	1636650	1642377	1648987	1650424
1615751	1622764	1627840	1633183	1637642	1642434	1649083	1650434
1615825	1622861	1627986	1633184	1637738	1642551	1649092	1650437
1615997	1622946	1628030	1633185	1637985	1642621	1649106	1650458
1616006	1622948	1628143	1633186	1638022	1642721	1649152	1650459
1616023	1623088	1628210	1633190	1638104	1642760	1649175	1650467
1616338	1623116	1628211	1633262	1638315	1642902	1649529	1650468
1616347	1623120	1628243	1633320	1638432	1642936	1649533	1650469
1616357	1623284	1628275	1633321	1638433	1642950	1649619	1650470
1616359	1623723	1628385	1633348	1638481	1642951	1649661	1650471
1616455	1623894	1628539	1633396	1638552	1643394	1649751	1650473
1616708	1623920	1628618	1633750	1638689	1643395	1649825	1650475
1616841	1624247	1628644	1633841	1638743	1643396	1649850	1650478
1617206	1624402	1628726	1633948	1638811	1643397	1649855	1650479
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1617653	1624498	1628754	1633955	1638825	1643399	1649928	1650499
1617689	1624653	1628757	1633964	1638865	1643574	1649931	1650500
1617889	1624676	1628758	1633973	1639057	1643618	1649932	1650501
1617912	1624745	1628873	1634003	1639059	1643685	1649989	1650502
1617932	1624864	1628938	1634093	1639118	1643695	1650011	1650503
1618001	1624879	1628950	1634171	1639122	1643696	1650031	1650517
1618101	1624956	1629041	1634190	1639124	1643847	1650032	1650521
1618298	1624980	1629164	1634300	1639133	1643894	1650064	1650525
1618308	1625125	1629294	1634435	1639138	1643907	1650066	1650526
1618373	1625127	1629366	1634438	1639144	1644022	1650067	1650529
1618495	1625144	1629529	1634549	1639480	1644129	1650078	1650550
1618707	1625145	1629628	1634593	1639506	1644216	1650081	1650555
1618715	1625227	1629820	1634603	1639520	1644557	1650093	1650556
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1618763	1625660	1630049	1634874	1639539	1644929	1650107	1650558
1619355	1625727	1630078	1634940	1639540	1645204	1650111	1650559
1620081	1625728	1630098	1635052	1639775	1645321	1650126	1650571
1620400	1625781	1630136	1635055	1639806	1645403	1650145	1650573
1620401	1625829	1630172	1635201	1639848	1645409	1650171	1650581
1620402	1625862	1630389	1635202	1639869	1645419	1650184	1650583
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1650585	1650976	1651555	1651969	1652394	1652673	1652906	1653148
1650592	1650979	1651557	1651988	1652395	1652676	1652908	1653150
1650593	1651001	1651558	1651999	1652397	1652685	1652910	1653154
1650594	1651002	1651581	1652000	1652398	1652686	1652911	1653155
1650627	1651003	1651583	1652003	1652402	1652689	1652934	1653157
1650628	1651004	1651589	1652012	1652403	1652692	1652936	1653158
1650634	1651006	1651596	1652013	1652405	1652696	1652937	1653168
1650635	1651007	1651614	1652028	1652406	1652705	1652944	1653174
1650646	1651020	1651615	1652032	1652408	1652707	1652945	1653175
1650648	1651021	1651617	1652035	1652410	1652708	1652947	1653176
1650655	1651023	1651619	1652042	1652411	1652709	1652949	1653177
1650662	1651041	1651629	1652056	1652412	1652710	1652950	1653180
1650680	1651044	1651631	1652058	1652416	1652713	1652954	1653184
1650682	1651048	1651642	1652059	1652421	1652743	1652956	1653185
1650686	1651052	1651643	1652060	1652422	1652751	1652958	1653186
1650689	1651054	1651657	1652063	1652437	1652752	1652959	1653188
1650693	1651055	1651665	1652097	1652454	1652754	1652961	1653189
1650695	1651059	1651667	1652098	1652460	1652755	1652962	1653190
1650717	1651060	1651679	1652104	1652461	1652756	1652967	1653192
1650727	1651061	1651681	1652105	1652463	1652758	1652969	1653194
1650728	1651076	1651685	1652129	1652478	1652759	1652970	1653196
1650729	1651080	1651686	1652148	1652481	1652760	1652980	1653216
1650730	1651081	1651698	1652149	1652497	1652762	1652982	1653217
1650742	1651131	1651729	1652156	1652500	1652770	1652983	1653221
1650747	1651132	1651733	1652161	1652502	1652774	1652994	1653222
1650748	1651133	1651737	1652162	1652507	1652777	1653001	1653256
1650750	1651141	1651740	1652167	1652508	1652784	1653003	1653257
1650751	1651142	1651741	1652168	1652519	1652785	1653009	1653262
1650754	1651145	1651743	1652169	1652522	1652786	1653013	1653265
1650755	1651146	1651745	1652170	1652535	1652790	1653014	1653267
1650756	1651153	1651747	1652176	1652536	1652796	1653031	1653268
1650763	1651154	1651768	1652178	1652541	1652797	1653032	1653273
1650764	1651164	1651774	1652180	1652542	1652801	1653035	1653294
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1650772	1651242	1651777	1652199	1652555	1652819	1653038	1653298
1650773	1651245	1651778	1652201	1652558	1652821	1653045	1653299
1650776	1651246	1651780	1652202	1652563	1652824	1653046	1653305
1650778	1651266	1651785	1652206	1652564	1652825	1653050	1653308
1650779	1651270	1651786	1652213	1652567	1652826	1653051	1653337
1650783	1651285	1651787	1652220	1652578	1652827	1653052	1653338
1650792	1651294	1651788	1652222	1652579	1652848	1653053	1653340
1650819	1651332	1651804	1652228	1652581	1652852	1653055	1653353
1650826	1651337	1651816	1652246	1652582	1652854	1653059	1653354
1650830	1651338	1651839	1652249	1652583	1652855	1653067	1653355
1650837	1651341	1651844	1652255	1652587	1652859	1653070	1653363
1650840	1651342	1651861	1652259	1652591	1652864	1653073	1653364
1650845	1651401	1651862	1652260	1652599	1652866	1653082	1653368
1650850	1651404	1651864	1652267	1652602	1652867	1653083	1653372
1650851	1651428	1651868	1652270	1652604	1652870	1653092	1653375
1650852	1651431	1651869	1652280	1652605	1652875	1653095	1653383
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1650854	1651452	1651883	1652291	1652613	1652878	1653121	1653390
1650855	1651453	1651885	1652294	1652621	1652883	1653123	1653393
1650856	1651467	1651886	1652298	1652626	1652887	1653124	1653411
1650859	1651496	1651887	1652313	1652627	1652888	1653125	1653412
1650867	1651497	1651891	1652318	1652628	1652889	1653126	1653414
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1650912	1651519	1651913	1652357	1652646	1652896	1653133	1653430
1650925	1651527	1651914	1652387	1652659	1652897	1653137	1653437
1650974	1651542	1651915	1652392	1652662	1652899	1653138	1653439
1650975	1651547	1651958	1652393	1652665	1652904	1653147	1653440

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1653447	1653932	1654314	1654713	1655255	1655653	1656088	1656399
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1653456	1653962	1654321	1654736	1655270	1655673	1656099	1656424
1653462	1653966	1654323	1654743	1655271	1655676	1656104	1656431
1653466	1653977	1654327	1654749	1655273	1655687	1656107	1656432
1653469	1653978	1654333	1654750	1655286	1655696	1656108	1656444
1653470	1653982	1654334	1654757	1655305	1655705	1656111	1656482
1653484	1653992	1654335	1654760	1655310	1655716	1656112	1656483
1653499	1654000	1654337	1654762	1655312	1655718	1656114	1656488
1653505	1654011	1654338	1654763	1655313	1655730	1656124	1656495
1653509	1654013	1654344	1654764	1655315	1655733	1656126	1656501
1653533	1654015	1654360	1654765	1655328	1655737	1656139	1656506
1653534	1654026	1654364	1654766	1655331	1655738	1656142	1656508
1653549	1654038	1654365	1654767	1655337	1655753	1656146	1656520
1653550	1654039	1654368	1654769	1655339	1655766	1656147	1656529
1653552	1654052	1654372	1654774	1655343	1655768	1656149	1656532
1653586	1654064	1654373	1654787	1655351	1655793	1656152	1656546
1653597	1654065	1654375	1654797	1655356	1655795	1656158	1656547
1653607	1654082	1654377	1654818	1655393	1655796	1656162	1656565
1653608	1654083	1654384	1654819	1655398	1655797	1656163	1656574
1653609	1654089	1654385	1654862	1655419	1655803	1656173	1656585
1653610	1654090	1654390	1654863	1655421	1655811	1656179	1656619
1653614	1654093	1654396	1654870	1655431	1655826	1656193	1656625
1653619	1654098	1654408	1654882	1655432	1655845	1656195	1656626
1653621	1654104	1654416	1654895	1655435	1655852	1656212	1656633
1653623	1654115	1654417	1654900	1655436	1655853	1656227	1656634
1653628	1654116	1654418	1654902	1655438	1655864	1656228	1656635
1653629	1654118	1654424	1654910	1655439	1655870	1656234	1656639
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1653713	1654129	1654435	1654935	1655460	1655896	1656257	1656650
1653715	1654130	1654437	1654938	1655466	1655897	1656258	1656657
1653716	1654133	1654441	1654940	1655467	1655898	1656269	1656662
1653751	1654138	1654454	1654942	1655468	1655907	1656270	1656665
1653754	1654139	1654457	1654969	1655472	1655909	1656271	1656668
1653759	1654141	1654458	1654970	1655474	1655917	1656272	1656670
1653770	1654142	1654461	1654975	1655485	1655919	1656273	1656696
1653775	1654147	1654462	1655006	1655490	1655929	1656283	1656718
1653776	1654149	1654463	1655021	1655491	1655931	1656290	1656719
1653802	1654152	1654467	1655030	1655497	1655959	1656291	1656722
1653805	1654161	1654468	1655033	1655499	1655972	1656292	1656737
1653813	1654168	1654469	1655049	1655516	1655980	1656294	1656741
1653828	1654170	1654477	1655066	1655520	1655981	1656304	1656746
1653829	1654174	1654483	1655070	1655534	1655984	1656305	1656747
1653842	1654192	1654485	1655075	1655550	1656001	1656307	1656748
1653843	1654198	1654490	1655076	1655551	1656002	1656310	1656756
1653849	1654204	1654499	1655079	1655556	1656012	1656316	1656760
1653854	1654206	1654511	1655102	1655560	1656016	1656317	1656763
1653856	1654224	1654512	1655111	1655571	1656018	1656319	1656767
1653858	1654236	1654515	1655118	1655561	1656024	1656320	1656770
1653859	1654257	1654528	1655119	1655567	1656030	1656322	1656771
1653862	1654258	1654535	1655132	1655562	1656032	1656327	1656788
1653883	1654276	1654554	1655143	1655563	1656047	1656330	1656789
1653884	1654288	1654570	1655152	1655566	1656053	1656344	1656790
1653885	1654296	1654572	1655156	1655567	1656057	1656351	1656808
1653887	1654297	1654591	1655164	1655568	1656058	1656357	1656825
1653888	1654298	1654606	1655169	1655569	1656061	1656362	1656834
1653892	1654302	1654634	1655170	1655564	1656063	1656366	1656840
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1653902	1654312	1654685	1655188	1655565	1656079	1656393	1656852
1653930	1654313	1654702	1655220	1655562	1656082	1656398	1656854

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1656921	1657288	1657594	1657954	1658261	1658583	1658917	1659301
1656924	1657295	1657595	1657959	1658262	1658584	1658924	1659303
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1656969	1657332	1657624	1657990	1658288	1658628	1658943	1659338
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1656971	1657334	1657628	1658012	1658302	1658637	1658956	1659346
1656985	1657337	1657630	1658014	1658330	1658638	1658958	1659348
1656994	1657354	1657653	1658015	1658334	1658639	1658961	1659362
1656996	1657365	1657659	1658021	1658347	1658651	1658967	1659364
1656997	1657367	1657660	1658024	1658349	1658652	1658969	1659369
1657004	1657370	1657673	1658031	1658357	1658655	1658971	1659370
1657014	1657375	1657690	1658036	1658366	1658660	1658988	1659379
1657020	1657382	1657695	1658037	1658368	1658661	1658991	1659396
1657021	1657387	1657706	1658039	1658376	1658665	1658997	1659407
1657023	1657389	1657707	1658058	1658377	1658677	1659019	1659415
1657029	1657394	1657728	1658059	1658378	1658685	1659022	1659422
1657032	1657397	1657729	1658061	1658391	1658690	1659023	1659424
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1657046	1657401	1657735	1658064	1658397	1658693	1659042	1659433
1657053	1657406	1657742	1658070	1658398	1658694	1659043	1659444
1657077	1657408	1657744	1658076	1658405	1658704	1659046	1659445
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1657106	1657427	1657756	1658086	1658434	1658712	1659061	1659465
1657123	1657429	1657761	1658092	1658435	1658720	1659070	1659468
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1657127	1657433	1657773	1658100	1658439	1658734	1659083	1659497
1657130	1657444	1657776	1658103	1658440	1658736	1659087	1659530
1657135	1657447	1657778	1658111	1658449	1658742	1659091	1659542
1657141	1657456	1657784	1658112	1658457	1658745	1659103	1659544
1657147	1657457	1657785	1658116	1658465	1658746	1659109	1659549
1657163	1657459	1657793	1658123	1658466	1658753	1659112	1659556
1657164	1657463	1657796	1658124	1658473	1658764	1659123	1659557
1657165	1657466	1657797	1658125	1658475	1658765	1659125	1659558
1657166	1657469	1657799	1658126	1658479	1658766	1659132	1659559
1657171	1657479	1657800	1658127	1658482	1658767	1659137	1659562
1657188	1657482	1657802	1658128	1658485	1658772	1659144	1659578
1657189	1657483	1657804	1658146	1658488	1658778	1659164	1659583
1657196	1657494	1657805	1658155	1658490	1658780	1659187	1659585
1657197	1657511	1657829	1658156	1658493	1658790	1659192	1659588
1657198	1657513	1657837	1658160	1658495	1658791	1659193	1659589
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1657210	1657532	1657841	1658163	1658505	1658797	1659195	1659592
1657214	1657538	1657849	1658167	1658523	1658815	1659197	1659593
1657221	1657539	1657850	1658173	1658524	1658819	1659200	1659598
1657222	1657540	1657858	1658175	1658526	1658830	1659201	1659599
1657229	1657541	1657859	1658176	1658527	1658839	1659202	1659615
1657230	1657546	1657860	1658182	1658537	1658840	1659203	1659636
1657238	1657549	1657862	1658188	1658540	1658846	1659221	1659640
1657249	1657552	1657869	1658214	1658542	1658848	1659241	1659641
1657252	1657553	1657892	1658215	1658545	1658850	1659243	1659656
1657265	1657554	1657898	1658219	1658551	1658865	1659244	1659669
1657266	1657557	1657899	1658220	1658552	1658869	1659245	1659674
1657274	1657581	1657931	1658229	1658554	1658877	1659256	1659676

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1659723	1660130	1660529	1661001	1661316	1661657	1661992	1662319
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1659745	1660150	1660540	1661012	1661334	1661683	1661999	1662336
1659753	1660155	1660541	1661021	1661344	1661694	1662000	1662338
1659797	1660156	1660560	1661023	1661345	1661696	1662014	1662339
1659798	1660160	1660592	1661025	1661364	1661697	1662019	1662341
1659802	1660165	1660593	1661040	1661365	1661699	1662021	1662356
1659803	1660166	1660597	1661044	1661367	1661704	1662023	1662366
1659804	1660173	1660599	1661045	1661369	1661710	1662024	1662370
1659817	1660179	1660600	1661046	1661384	1661717	1662036	1662371
1659818	1660194	1660605	1661048	1661394	1661718	1662037	1662372
1659826	1660210	1660606	1661050	1661395	1661719	1662038	1662381
1659829	1660214	1660607	1661056	1661398	1661721	1662041	1662382
1659830	1660215	1660608	1661057	1661412	1661729	1662043	1662385
1659833	1660216	1660614	1661061	1661415	1661733	1662044	1662387
1659835	1660219	1660617	1661067	1661417	1661735	1662047	1662391
1659836	1660220	1660660	1661072	1661418	1661736	1662076	1662394
1659839	1660221	1660661	1661074	1661421	1661742	1662084	1662406
1659843	1660246	1660663	1661081	1661423	1661743	1662090	1662424
1659848	1660250	1660666	1661085	1661426	1661747	1662094	1662431
1659851	1660261	1660676	1661086	1661434	1661748	1662102	1662448
1659852	1660271	1660678	1661104	1661436	1661755	1662111	1662451
1659867	1660277	1660679	1661106	1661440	1661757	1662116	1662455
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1659878	1660294	1660697	1661112	1661474	1661794	1662127	1662465
1659886	1660300	1660702	1661115	1661476	1661795	1662134	1662472
1659891	1660304	1660704	1661116	1661479	1661796	1662135	1662473
1659901	1660319	1660706	1661118	1661486	1661805	1662139	1662474
1659910	1660325	1660707	1661119	1661493	1661808	1662143	1662475
1659916	1660334	1660708	1661121	1661501	1661816	1662146	1662476
1659927	1660338	1660715	1661122	1661502	1661828	1662148	1662494
1659928	1660347	1660726	1661141	1661511	1661829	1662152	1662498
1659936	1660360	1660735	1661168	1661515	1661830	1662157	1662501
1659942	1660362	1660739	1661170	1661516	1661835	1662181	1662502
1659943	1660368	1660740	1661176	1661528	1661836	1662188	1662516
1659953	1660372	1660747	1661179	1661532	1661837	1662192	1662521
1659955	1660387	1660774	1661180	1661534	1661838	1662200	1662525
1659957	1660393	1660778	1661181	1661537	1661843	1662204	1662539
1659963	1660396	1660787	1661184	1661539	1661847	1662214	1662541
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1659995	1660408	1660811	1661203	1661553	1661880	1662234	1662553
1659997	1660409	1660825	1661210	1661555	1661884	1662235	1662554
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1660013	1660446	1660867	1661230	1661561	1661901	1662274	1662564
1660016	1660454	1660868	1661232	1661566	1661917	1662277	1662580
1660025	1660456	1660875	1661234	1661569	1661921	1662280	1662584
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1660027	1660473	1660890	1661236	1661587	1661923	1662288	1662597
1660028	1660475	1660891	1661252	1661590	1661925	1662289	1662610
1660029	1660477	1660939	1661270	1661596	1661934	1662290	1662612
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1660063	1660507	1660983	1661305	1661648	1661970	1662306	1662636
1660070	1660516	1660990	1661306	1661649	1661972	1662310	1662638
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1660113	1660528	1660998	1661309	1661655	1661991	1662318	1662645

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1662655	1663022	1663303	1663655	1663986	1664312	1664573	1664927
1662676	1663024	1663305	1663661	1663987	1664317	1664577	1664928
1662678	1663026	1663306	1663672	1663989	1664335	1664590	1664951
1662679	1663034	1663307	1663689	1664005	1664337	1664596	1664952
1662680	1663035	1663308	1663690	1664025	1664338	1664597	1664964
1662681	1663059	1663309	1663696	1664027	1664341	1664599	1664970
1662686	1663060	1663322	1663697	1664029	1664344	1664611	1664973
1662690	1663061	1663327	1663698	1664030	1664347	1664621	1664984
1662697	1663063	1663332	1663702	1664034	1664354	1664622	1664985
1662698	1663065	1663341	1663703	1664037	1664357	1664623	1664987
1662699	1663073	1663345	1663705	1664043	1664360	1664624	1664989
1662722	1663075	1663346	1663706	1664051	1664366	1664634	1664991
1662723	1663077	1663348	1663733	1664052	1664379	1664635	1665005
1662730	1663078	1663360	1663734	1664053	1664381	1664637	1665006
1662731	1663083	1663361	1663735	1664054	1664387	1664645	1665010
1662745	1663084	1663362	1663750	1664055	1664388	1664653	1665024
1662752	1663085	1663364	1663751	1664067	1664392	1664655	1665026
1662761	1663088	1663365	1663753	1664068	1664393	1664656	1665027
1662763	1663097	1663366	1663773	1664088	1664394	1664657	1665029
1662772	1663099	1663377	1663774	1664095	1664395	1664658	1665030
1662773	1663107	1663379	1663787	1664096	1664397	1664663	1665041
1662776	1663108	1663384	1663789	1664101	1664399	1664676	1665056
1662780	1663118	1663385	1663791	1664126	1664402	1664684	1665057
1662791	1663119	1663388	1663792	1664144	1664407	1664687	1665065
1662792	1663124	1663393	1663798	1664145	1664413	1664692	1665088
1662793	1663127	1663396	1663806	1664155	1664416	1664698	1665093
1662806	1663130	1663410	1663809	1664158	1664422	1664715	1665095
1662808	1663133	1663418	1663812	1664159	1664426	1664724	1665096
1662816	1663134	1663432	1663817	1664160	1664441	1664726	1665097
1662817	1663136	1663437	1663821	1664166	1664442	1664742	1665098
1662824	1663147	1663441	1663829	1664168	1664443	1664749	1665099
1662826	1663152	1663458	1663838	1664169	1664449	1664753	1665109
1662833	1663155	1663459	1663841	1664170	1664457	1664755	1665110
1662835	1663164	1663463	1663843	1664174	1664462	1664769	1665112
1662837	1663170	1663464	1663845	1664178	1664471	1664771	1665113
1662840	1663174	1663465	1663853	1664179	1664472	1664773	1665125
1662845	1663176	1663468	1663859	1664182	1664473	1664776	1665126
1662879	1663177	1663472	1663860	1664186	1664482	1664781	1665128
1662881	1663184	1663477	1663873	1664194	1664483	1664782	1665130
1662882	1663192	1663493	1663885	1664197	1664484	1664785	1665131
1662889	1663199	1663497	1663887	1664198	1664493	1664809	1665138
1662904	1663206	1663498	1663888	1664199	1664496	1664810	1665146
1662914	1663210	1663499	1663890	1664206	1664501	1664811	1665149
1662919	1663211	1663503	1663893	1664216	1664502	1664816	1665157
1662935	1663213	1663513	1663894	1664217	1664503	1664822	1665160
1662936	1663219	1663520	1663899	1664227	1664505	1664823	1665161
1662939	1663220	1663548	1663902	1664229	1664510	1664824	1665166
1662940	1663229	1663550	1663906	1664230	1664514	1664834	1665169
1662943	1663230	1663557	1663907	1664231	1664516	1664836	1665176
1662950	1663237	1663558	1663914	1664240	1664518	1664837	1665177
1662955	1663239	1663559	1663916	1664244	1664524	1664842	1665190
1662962	1663259	1663564	1663918	1664247	1664530	1664843	1665192
1662963	1663275	1663567	1663920	1664250	1664535	1664850	1665194
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1662967	1663284	1663577	1663945	1664260	1664546	1664871	1665209
1662968	1663287	1663585	1663950	1664261	1664548	1664877	1665219
1662974	1663288	1663591	1663960	1664275	1664554	1664903	1665227
1662976	1663289	1663616	1663969	1664278	1664555	1664906	1665231
1662981	1663293	1663638	1663970	1664282	1664558	1664907	1665232
1662982	1663296	1663648	1663971	1664297	1664564	1664909	1665233
1663006	1663300	1663651	1663983	1664298	1664566	1664910	1665234
1663012	1663302	1663654	1663985	1664304	1664572	1664925	1665235

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1665236	1665525	1665834	1666130	1666387	1666703	1666940	1667257
1665237	1665535	1665836	1666136	1666388	1666704	1666941	1667260
1665240	1665547	1665838	1666138	1666389	1666717	1666942	1667264
1665241	1665563	1665840	1666141	1666394	1666718	1666943	1667272
1665244	1665567	1665845	1666146	1666403	1666721	1666959	1667273
1665250	1665568	1665850	1666147	1666420	1666723	1666961	1667275
1665254	1665570	1665856	1666149	1666422	1666728	1666972	1667281
1665256	1665571	1665857	1666151	1666424	1666732	1666974	1667282
1665257	1665579	1665858	1666153	1666438	1666738	1666990	1667290
1665264	1665581	1665859	1666156	1666443	1666750	1666994	1667293
1665266	1665582	1665863	1666172	1666447	1666751	1667013	1667294
1665268	1665583	1665877	1666179	1666452	1666756	1667018	1667297
1665282	1665584	1665878	1666180	1666463	1666757	1667022	1667298
1665284	1665589	1665884	1666191	1666467	1666760	1667023	1667300
1665296	1665591	1665888	1666192	1666468	1666761	1667025	1667306
1665303	1665592	1665898	1666194	1666471	1666771	1667034	1667311
1665307	1665594	1665901	1666208	1666482	1666774	1667036	1667313
1665313	1665596	1665905	1666220	1666483	1666775	1667044	1667325
1665315	1665599	1665908	1666225	1666485	1666780	1667045	1667327
1665316	1665603	1665909	1666228	1666486	1666785	1667048	1667334
1665318	1665608	1665921	1666229	1666489	1666788	1667056	1667336
1665319	1665609	1665946	1666231	1666494	1666790	1667060	1667350
1665323	1665610	1665955	1666232	1666495	1666793	1667062	1667352
1665327	1665611	1665957	1666240	1666496	1666795	1667063	1667358
1665329	1665626	1665964	1666241	1666501	1666797	1667075	1667359
1665335	1665627	1665970	1666243	1666502	1666799	1667076	1667362
1665340	1665638	1665971	1666244	1666505	1666801	1667077	1667363
1665344	1665640	1665972	1666245	1666509	1666802	1667081	1667370
1665345	1665641	1665974	1666248	1666512	1666803	1667086	1667373
1665347	1665642	1665983	1666260	1666513	1666806	1667105	1667389
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1665350	1665660	1665994	1666267	1666517	1666812	1667112	1667405
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1665365	1665672	1666001	1666279	1666536	1666819	1667116	1667420
1665366	1665680	1666007	1666282	1666539	1666821	1667125	1667425
1665368	1665681	1666013	1666284	1666542	1666830	1667133	1667448
1665372	1665694	1666016	1666288	1666545	1666833	1667139	1667450
1665373	1665695	1666024	1666289	1666552	1666834	1667146	1667464
1665376	1665699	1666025	1666301	1666559	1666836	1667150	1667465
1665384	1665703	1666031	1666303	1666567	1666840	1667153	1667476
1665389	1665705	1666033	1666304	1666571	1666844	1667154	1667483
1665396	1665707	1666034	1666307	1666578	1666853	1667156	1667488
1665401	1665711	1666035	1666308	1666581	1666855	1667159	1667493
1665420	1665717	1666036	1666311	1666605	1666856	1667171	1667494
1665421	1665722	1666044	1666314	1666608	1666862	1667172	1667498
1665435	1665749	1666048	1666317	1666609	1666873	1667181	1667511
1665441	1665753	1666053	1666319	1666612	1666874	1667190	1667518
1665445	1665757	1666054	1666324	1666617	1666889	1667196	1667521
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1665457	1665761	1666065	1666332	1666640	1666892	1667200	1667537
1665458	1665763	1666066	1666336	1666661	1666894	1667210	1667538
1665462	1665768	1666081	1666337	1666662	1666896	1667211	1667540
1665463	1665769	1666086	1666344	1666673	1666897	1667214	1667559
1665473	1665777	1666090	1666349	1666674	1666898	1667215	1667560
1665475	1665779	1666091	1666362	1666675	1666909	1667216	1667562
1665476	1665796	1666092	1666363	1666682	1666910	1667225	1667574
1665478	1665797	1666103	1666367	1666686	1666929	1667231	1667576
1665481	1665798	1666119	1666372	1666688	1666930	1667235	1667578
1665487	1665802	1666120	1666373	1666691	1666931	1667245	1667579
1665494	1665822	1666125	1666375	1666692	1666935	1667251	1667581
1665506	1665823	1666128	1666379	1666699	1666938	1667253	1667582
1665514	1665830	1666129	1666382	1666700	1666939	1667254	1667593

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1667596	1667980	1668370	1668834	1669191	1669635	1669901	1670196
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1667607	1667985	1668379	1668842	1669218	1669650	1669939	1670219
1667627	1667987	1668384	1668844	1669228	1669651	1669941	1670243
1667628	1667993	1668393	1668849	1669229	1669653	1669948	1670250
1667634	1668002	1668399	1668851	1669230	1669654	1669951	1670263
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1667637	1668022	1668402	1668857	1669238	1669657	1669953	1670268
1667641	1668026	1668406	1668859	1669265	1669658	1669967	1670274
1667642	1668027	1668407	1668872	1669315	1669664	1669972	1670278
1667644	1668028	1668409	1668873	1669320	1669671	1669983	1670281
1667646	1668039	1668425	1668878	1669335	1669677	1669984	1670283
1667650	1668040	1668435	1668888	1669338	1669678	1669989	1670286
1667671	1668052	1668451	1668891	1669342	1669680	1670001	1670288
1667684	1668053	1668455	1668892	1669346	1669682	1670005	1670289
1667698	1668064	1668459	1668899	1669348	1669685	1670006	1670290
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1667703	1668072	1668473	1668907	1669363	1669688	1670008	1670312
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1667713	1668093	1668491	1668939	1669402	1669692	1670010	1670324
1667721	1668105	1668496	1668949	1669411	1669693	1670015	1670333
1667727	1668115	1668506	1668952	1669412	1669706	1670016	1670336
1667732	1668116	1668520	1668957	1669418	1669707	1670026	1670337
1667733	1668130	1668522	1668964	1669420	1669708	1670027	1670341
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1667742	1668157	1668532	1668983	1669425	1669714	1670034	1670350
1667743	1668158	1668538	1668984	1669426	1669716	1670039	1670351
1667765	1668160	1668539	1668998	1669436	1669718	1670042	1670357
1667787	1668164	1668559	1669000	1669440	1669721	1670053	1670358
1667788	1668169	1668566	1669001	1669460	1669722	1670054	1670359
1667789	1668176	1668588	1669014	1669467	1669730	1670056	1670362
1667790	1668177	1668590	1669018	1669470	1669732	1670059	1670367
1667791	1668181	1668593	1669026	1669490	1669739	1670061	1670372
1667792	1668197	1668614	1669027	1669498	1669741	1670063	1670375
1667802	1668214	1668618	1669042	1669501	1669746	1670070	1670383
1667805	1668216	1668649	1669054	1669507	1669754	1670075	1670396
1667810	1668217	1668654	1669056	1669509	1669755	1670076	1670397
1667852	1668218	1668678	1669062	1669520	1669762	1670077	1670398
1667854	1668224	1668697	1669064	1669526	1669767	1670086	1670413
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1667863	1668228	1668701	1669070	1669531	1669775	1670100	1670416
1667865	1668234	1668710	1669072	1669536	1669779	1670108	1670420
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1667872	1668244	1668712	1669112	1669556	1669795	1670110	1670422
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1667891	1668252	1668735	1669121	1669572	1669806	1670118	1670468
1667892	1668278	1668747	1669128	1669575	1669816	1670123	1670469
1667893	1668291	1668756	1669136	1669579	1669835	1670131	1670471
1667894	1668293	1668763	1669141	1669580	1669848	1670141	1670479
1667895	1668295	1668769	1669145	1669584	1669849	1670146	1670480
1667896	1668298	1668784	1669151	1669586	1669862	1670147	1670485
1667897	1668299	1668786	1669152	1669587	1669867	1670148	1670493
1667901	1668306	1668790	1669155	1669588	1669875	1670152	1670506
1667903	1668322	1668793	1669156	1669589	1669878	1670159	1670511
1667929	1668332	1668803	1669160	1669596	1669879	1670160	1670529
1667930	1668333	1668820	1669161	1669601	1669883	1670161	1670530
1667934	1668334	1668821	1669165	1669604	1669887	1670172	1670555
1667939	1668341	1668822	1669166	1669605	1669890	1670178	1670566
1667940	1668361	1668823	1669167	1669618	1669897	1670190	1670568
1667968	1668362	1668827	1669173	1669623	1669899	1670194	1670574

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1670577	1670996	1671360	1671677	1671924	1672231	1672509	1672906
1670584	1670997	1671373	1671689	1671932	1672259	1672525	1672907
1670586	1671004	1671376	1671693	1671933	1672263	1672529	1672925
1670596	1671007	1671380	1671715	1671937	1672265	1672530	1672958
1670597	1671013	1671381	1671720	1671940	1672267	1672531	1672959
1670600	1671019	1671391	1671723	1671941	1672274	1672532	1672962
1670620	1671024	1671413	1671725	1671942	1672283	1672537	1672964
1670622	1671037	1671429	1671726	1671943	1672286	1672561	1672969
1670623	1671044	1671433	1671727	1671944	1672287	1672562	1672974
1670634	1671049	1671438	1671728	1671955	1672288	1672576	1672976
1670635	1671054	1671439	1671730	1671956	1672290	1672577	1672983
1670636	1671057	1671446	1671735	1671962	1672297	1672578	1672984
1670637	1671059	1671449	1671737	1671966	1672304	1672579	1672989
1670643	1671060	1671450	1671740	1671967	1672309	1672585	1672990
1670649	1671063	1671451	1671744	1671969	1672310	1672596	1672993
1670660	1671068	1671457	1671752	1671974	1672311	1672613	1673009
1670674	1671072	1671466	1671753	1671978	1672314	1672614	1673014
1670688	1671079	1671468	1671756	1671979	1672318	1672615	1673017
1670690	1671092	1671473	1671760	1671980	1672324	1672626	1673025
1670693	1671101	1671483	1671764	1671995	1672325	1672634	1673030
1670702	1671102	1671486	1671765	1671997	1672328	1672638	1673036
1670703	1671108	1671496	1671767	1672001	1672330	1672643	1673041
1670713	1671120	1671498	1671768	1672002	1672332	1672649	1673050
1670714	1671125	1671500	1671769	1672013	1672338	1672657	1673052
1670716	1671130	1671504	1671771	1672036	1672339	1672666	1673060
1670734	1671134	1671505	1671773	1672037	1672351	1672674	1673062
1670736	1671135	1671517	1671776	1672048	1672356	1672682	1673064
1670742	1671171	1671518	1671785	1672050	1672361	1672687	1673068
1670744	1671177	1671529	1671787	1672052	1672363	1672688	1673078
1670746	1671179	1671530	1671788	1672053	1672364	1672692	1673085
1670750	1671180	1671532	1671789	1672055	1672365	1672712	1673100
1670755	1671184	1671535	1671791	1672078	1672368	1672718	1673109
1670758	1671186	1671536	1671803	1672084	1672382	1672720	1673113
1670759	1671187	1671537	1671804	1672086	1672386	1672722	1673118
1670778	1671202	1671539	1671806	1672089	1672387	1672726	1673123
1670794	1671204	1671541	1671807	1672098	1672409	1672739	1673134
1670812	1671207	1671551	1671815	1672110	1672412	1672743	1673141
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1670831	1671221	1671558	1671835	1672137	1672423	1672761	1673146
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1670838	1671234	1671565	1671849	1672144	1672442	1672775	1673155
1670845	1671248	1671572	1671850	1672146	1672445	1672776	1673165
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1670905	1671282	1671608	1671871	1672176	1672474	1672805	1673171
1670907	1671287	1671610	1671876	1672186	1672476	1672809	1673189
1670910	1671299	1671612	1671877	1672188	1672479	1672820	1673208
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1670957	1671318	1671649	1671886	1672196	1672494	1672840	1673220
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1670983	1671354	1671673	1671917	1672210	1672503	1672894	1673261
1670988	1671356	1671674	1671921	1672215	1672505	1672902	1673290
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1673296	1673585	1673907	1674312	1674703	1675040	1675495	1675948
1673302	1673587	1673913	1674317	1674705	1675048	1675503	1675966
1673313	1673588	1673916	1674318	1674711	1675049	1675520	1675969
1673315	1673594	1673919	1674322	1674715	1675051	1675530	1675972
1673323	1673597	1673926	1674332	1674718	1675052	1675540	1675974
1673328	1673598	1673934	1674334	1674725	1675058	1675551	1675981
1673338	1673610	1673937	1674345	1674739	1675065	1675562	1675985
1673339	1673611	1673945	1674348	1674740	1675066	1675569	1675986
1673345	1673614	1673946	1674350	1674743	1675069	1675578	1675992
1673347	1673616	1673947	1674360	1674748	1675090	1675587	1676001
1673352	1673618	1673950	1674371	1674749	1675092	1675598	1676010
1673359	1673619	1673960	1674373	1674763	1675099	1675609	1676013
1673370	1673622	1673966	1674379	1674769	1675118	1675612	1676016
1673377	1673625	1673967	1674381	1674780	1675120	1675614	1676017
1673380	1673629	1673969	1674382	1674782	1675132	1675632	1676018
1673388	1673640	1673972	1674385	1674783	1675151	1675635	1676020
1673394	1673659	1673973	1674388	1674784	1675172	1675653	1676022
1673410	1673660	1673978	1674391	1674797	1675175	1675654	1676023
1673414	1673667	1673979	1674396	1674809	1675178	1675676	1676026
1673415	1673668	1673980	1674406	1674810	1675188	1675678	1676034
1673423	1673670	1673992	1674415	1674818	1675189	1675680	1676035
1673424	1673672	1673999	1674416	1674821	1675201	1675681	1676040
1673434	1673676	1674006	1674417	1674825	1675206	1675697	1676046
1673439	1673693	1674036	1674426	1674829	1675207	1675699	1676059
1673442	1673701	1674038	1674427	1674830	1675210	1675712	1676066
1673443	1673706	1674046	1674434	1674838	1675211	1675717	1676068
1673445	1673707	1674051	1674435	1674840	1675221	1675718	1676072
1673447	1673710	1674066	1674445	1674844	1675232	1675723	1676073
1673452	1673715	1674070	1674452	1674848	1675237	1675727	1676076
1673453	1673718	1674079	1674471	1674849	1675241	1675729	1676078
1673456	1673719	1674083	1674474	1674852	1675247	1675732	1676080
1673458	1673722	1674096	1674478	1674862	1675275	1675735	1676082
1673462	1673724	1674099	1674498	1674863	1675304	1675739	1676105
1673466	1673725	1674101	1674502	1674873	1675318	1675740	1676107
1673469	1673727	1674116	1674505	1674875	1675325	1675753	1676111
1673471	1673733	1674136	1674509	1674876	1675333	1675760	1676114
1673475	1673737	1674137	1674522	1674881	1675335	1675764	1676126
1673479	1673740	1674153	1674531	1674882	1675340	1675767	1676128
1673483	1673745	1674154	1674543	1674889	1675373	1675770	1676135
1673488	1673753	1674163	1674549	1674900	1675374	1675779	1676137
1673492	1673762	1674168	1674551	1674901	1675375	1675780	1676150
1673495	1673772	1674173	1674562	1674905	1675381	1675781	1676151
1673501	1673773	1674182	1674574	1674916	1675383	1675782	1676156
1673503	1673775	1674183	1674575	1674936	1675386	1675787	1676164
1673505	1673785	1674185	1674590	1674938	1675391	1675790	1676166
1673506	1673786	1674186	1674592	1674942	1675402	1675795	1676175
1673507	1673809	1674187	1674601	1674946	1675411	1675813	1676184
1673508	1673812	1674188	1674602	1674957	1675417	1675815	1676190
1673520	1673813	1674194	1674608	1674964	1675428	1675816	1676191
1673523	1673825	1674202	1674612	1674965	1675433	1675827	1676194
1673527	1673826	1674240	1674613	1674967	1675436	1675835	1676203
1673529	1673830	1674244	1674636	1674969	1675444	1675847	1676207
1673532	1673839	1674246	1674643	1674972	1675445	1675850	1676212
1673540	1673840	1674254	1674644	1674973	1675446	1675854	1676219
1673541	1673841	1674259	1674645	1674974	1675447	1675874	1676220
1673550	1673848	1674267	1674656	1674979	1675448	1675879	1676222
1673566	1673849	1674295	1674660	1674980	1675459	1675884	1676223
1673568	1673869	1674298	1674661	1674985	1675461	1675925	1676228
1673571	1673884	1674300	1674664	1674994	1675465	1675928	1676230
1673574	1673887	1674303	1674677	1674996	1675473	1675934	1676243
1673576	1673889	1674305	1674684	1675028	1675487	1675942	1676255
1673584	1673898	1674306	1674687	1675029	1675494	1675944	1676257

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1676264	1676658	1677034	1677341	1677620	1677910	1678154	1678437
1676268	1676662	1677041	1677346	1677621	1677911	1678160	1678439
1676269	1676666	1677044	1677347	1677622	1677915	1678162	1678443
1676276	1676672	1677050	1677349	1677623	1677916	1678167	1678451
1676277	1676675	1677051	1677350	1677624	1677917	1678169	1678458
1676300	1676682	1677053	1677352	1677655	1677926	1678174	1678459
1676323	1676686	1677074	1677353	1677659	1677927	1678181	1678460
1676325	1676697	1677085	1677359	1677671	1677930	1678185	1678461
1676331	1676698	1677094	1677362	1677681	1677934	1678203	1678462
1676332	1676701	1677095	1677370	1677687	1677943	1678205	1678466
1676334	1676713	1677103	1677374	1677688	1677947	1678213	1678471
1676336	1676715	1677107	1677375	1677689	1677950	1678219	1678472
1676343	1676725	1677109	1677388	1677696	1677952	1678230	1678473
1676346	1676726	1677111	1677390	1677702	1677955	1678231	1678483
1676350	1676729	1677121	1677392	1677706	1677957	1678232	1678484
1676353	1676731	1677128	1677397	1677714	1677961	1678235	1678485
1676355	1676736	1677131	1677401	1677715	1677971	1678239	1678488
1676358	1676739	1677132	1677403	1677722	1677976	1678241	1678493
1676359	1676749	1677139	1677414	1677723	1677977	1678246	1678497
1676371	1676750	1677140	1677417	1677724	1677978	1678247	1678502
1676374	1676755	1677141	1677427	1677729	1677983	1678249	1678503
1676382	1676776	1677142	1677450	1677734	1677984	1678251	1678505
1676393	1676777	1677144	1677465	1677737	1677989	1678256	1678506
1676396	1676780	1677148	1677466	1677740	1677999	1678258	1678510
1676405	1676785	1677149	1677468	1677744	1678005	1678259	1678513
1676431	1676790	1677151	1677469	1677747	1678010	1678264	1678518
1676437	1676791	1677161	1677473	1677748	1678012	1678266	1678520
1676449	1676792	1677183	1677498	1677749	1678015	1678267	1678521
1676450	1676800	1677184	1677499	1677752	1678023	1678271	1678526
1676466	1676802	1677193	1677503	1677754	1678026	1678272	1678540
1676467	1676818	1677194	1677504	1677755	1678027	1678276	1678548
1676469	1676821	1677198	1677508	1677757	1678030	1678281	1678553
1676470	1676828	1677212	1677509	1677758	1678033	1678284	1678556
1676474	1676830	1677223	1677512	1677759	1678040	1678291	1678562
1676475	1676833	1677234	1677513	1677760	1678041	1678292	1678566
1676476	1676841	1677250	1677538	1677774	1678047	1678296	1678572
1676478	1676849	1677266	1677540	1677778	1678050	1678297	1678584
1676485	1676861	1677271	1677541	1677779	1678055	1678301	1678586
1676490	1676888	1677276	1677547	1677780	1678077	1678305	1678587
1676496	1676891	1677280	1677548	1677782	1678080	1678335	1678589
1676498	1676913	1677281	1677549	1677783	1678081	1678349	1678592
1676500	1676917	1677284	1677550	1677784	1678083	1678350	1678596
1676508	1676919	1677287	1677553	1677792	1678084	1678357	1678599
1676514	1676940	1677291	1677556	1677794	1678085	1678359	1678600
1676520	1676942	1677292	1677558	1677807	1678088	1678361	1678604
1676522	1676947	1677293	1677559	1677811	1678089	1678368	1678606
1676524	1676954	1677296	1677562	1677824	1678092	1678389	1678607
1676525	1676964	1677306	1677565	1677825	1678094	1678394	1678609
1676528	1676965	1677307	1677569	1677861	1678096	1678395	1678610
1676531	1676967	1677313	1677570	1677863	1678102	1678399	1678611
1676553	1676973	1677314	1677571	1677865	1678113	1678400	1678612
1676556	1676980	1677316	1677576	1677867	1678114	1678402	1678613
1676559	1676982	1677317	1677577	1677869	1678126	1678412	1678614
1676567	1676985	1677318	1677580	1677873	1678135	1678417	1678618
1676594	1676989	1677321	1677584	1677876	1678136	1678418	1678644
1676603	1676994	1677322	1677586	1677880	1678137	1678419	1678650
1676609	1676998	1677323	1677597	1677882	1678138	1678421	1678652
1676613	1676999	1677324	1677607	1677887	1678141	1678426	1678657
1676617	1677013	1677329	1677609	1677890	1678144	1678427	1678658
1676644	1677014	1677332	1677610	1677898	1678147	1678430	1678662
1676647	1677017	1677335	1677613	1677899	1678149	1678431	1678668
1676651	1677033	1677340	1677617	1677901	1678151	1678432	1678675

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1678676	1678935	1679203	1679485	1679734	1679989	1680222	1680475
1678680	1678936	1679207	1679497	1679747	1679997	1680224	1680476
1678681	1678938	1679213	1679499	1679760	1679999	1680225	1680479
1678682	1678939	1679218	1679500	1679784	1680000	1680226	1680480
1678683	1678940	1679221	1679501	1679794	1680001	1680227	1680482
1678685	1678941	1679222	1679509	1679796	1680003	1680229	1680485
1678687	1678945	1679240	1679510	1679797	1680005	1680232	1680488
1678697	1678947	1679245	1679511	1679799	1680006	1680234	1680489
1678705	1678949	1679250	1679512	1679802	1680007	1680235	1680491
1678722	1678955	1679252	1679513	1679804	1680009	1680237	1680495
1678725	1678956	1679254	1679514	1679805	1680014	1680239	1680500
1678726	1678957	1679255	1679518	1679810	1680019	1680240	1680507
1678727	1678964	1679256	1679521	1679819	1680021	1680241	1680511
1678728	1678968	1679264	1679525	1679820	1680022	1680242	1680514
1678732	1678971	1679266	1679528	1679822	1680027	1680244	1680515
1678733	1678973	1679269	1679532	1679826	1680029	1680245	1680518
1678735	1678976	1679270	1679536	1679836	1680030	1680246	1680519
1678739	1678977	1679271	1679543	1679845	1680047	1680252	1680520
1678744	1678978	1679273	1679549	1679846	1680048	1680258	1680521
1678746	1678981	1679279	1679553	1679847	1680052	1680259	1680522
1678747	1678984	1679281	1679555	1679848	1680058	1680264	1680523
1678749	1678992	1679285	1679557	1679852	1680063	1680270	1680528
1678750	1678995	1679296	1679570	1679853	1680065	1680284	1680533
1678751	1678996	1679298	1679576	1679855	1680066	1680288	1680538
1678753	1678997	1679305	1679580	1679857	1680069	1680290	1680539
1678754	1678998	1679306	1679582	1679858	1680081	1680291	1680540
1678755	1678999	1679316	1679585	1679859	1680082	1680294	1680543
1678757	1679001	1679326	1679588	1679864	1680084	1680295	1680555
1678762	1679002	1679327	1679602	1679868	1680085	1680300	1680564
1678763	1679005	1679329	1679605	1679869	1680086	1680306	1680565
1678774	1679007	1679332	1679606	1679870	1680088	1680316	1680569
1678776	1679014	1679333	1679610	1679871	1680092	1680325	1680572
1678781	1679019	1679334	1679615	1679874	1680097	1680349	1680579
1678785	1679037	1679336	1679616	1679879	1680108	1680354	1680582
1678788	1679050	1679355	1679617	1679885	1680116	1680356	1680611
1678790	1679057	1679373	1679624	1679891	1680120	1680368	1680612
1678793	1679058	1679376	1679625	1679894	1680124	1680373	1680613
1678794	1679069	1679383	1679627	1679895	1680131	1680375	1680615
1678798	1679071	1679387	1679628	1679896	1680133	1680378	1680617
1678802	1679083	1679390	1679634	1679897	1680138	1680379	1680624
1678804	1679092	1679391	1679638	1679905	1680139	1680382	1680625
1678809	1679096	1679392	1679639	1679910	1680150	1680386	1680627
1678812	1679097	1679394	1679640	1679912	1680153	1680388	1680628
1678822	1679100	1679409	1679641	1679914	1680154	1680403	1680632
1678851	1679101	1679410	1679642	1679915	1680157	1680408	1680634
1678852	1679113	1679413	1679643	1679920	1680159	1680410	1680635
1678853	1679117	1679416	1679644	1679921	1680164	1680411	1680645
1678855	1679121	1679419	1679645	1679927	1680166	1680413	1680647
1678859	1679123	1679424	1679646	1679939	1680169	1680421	1680652
1678864	1679132	1679435	1679662	1679941	1680171	1680424	1680654
1678865	1679138	1679439	1679664	1679944	1680172	1680426	1680657
1678866	1679140	1679446	1679671	1679952	1680173	1680427	1680660
1678868	1679143	1679448	1679674	1679954	1680176	1680428	1680665
1678869	1679145	1679456	1679678	1679955	1680178	1680430	1680666
1678890	1679147	1679457	1679689	1679959	1680180	1680437	1680667
1678892	1679148	1679458	1679702	1679967	1680197	1680441	1680668
1678896	1679153	1679463	1679706	1679969	1680198	1680443	1680681
1678899	1679158	1679465	1679707	1679971	1680199	1680449	1680683
1678926	1679164	1679468	1679717	1679982	1680203	1680452	1680684
1678927	1679172	1679472	1679722	1679985	1680210	1680464	1680685
1678928	1679175	1679482	1679729	1679986	1680220	1680470	1680689
1678929	1679181	1679484	1679732	1679988	1680221	1680472	1680692

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1680695	1680959	1681211	1681414	1681599	1681820	1681985	1682244
1680697	1680961	1681212	1681421	1681600	1681822	1681988	1682246
1680701	1680972	1681213	1681422	1681603	1681830	1681989	1682249
1680703	1680973	1681219	1681423	1681608	1681833	1681995	1682259
1680705	1680974	1681229	1681429	1681609	1681837	1681999	1682261
1680709	1680992	1681232	1681432	1681610	1681844	1682004	1682263
1680710	1681011	1681235	1681434	1681614	1681845	1682007	1682264
1680721	1681012	1681242	1681441	1681623	1681846	1682012	1682268
1680723	1681013	1681243	1681442	1681625	1681849	1682014	1682270
1680727	1681015	1681244	1681445	1681630	1681850	1682016	1682273
1680741	1681018	1681247	1681452	1681631	1681851	1682024	1682274
1680763	1681022	1681248	1681456	1681639	1681857	1682025	1682275
1680764	1681023	1681250	1681461	1681644	1681858	1682027	1682279
1680769	1681026	1681251	1681462	1681645	1681862	1682032	1682281
1680770	1681028	1681253	1681463	1681646	1681870	1682039	1682283
1680774	1681029	1681257	1681464	1681651	1681872	1682043	1682287
1680780	1681030	1681266	1681466	1681660	1681875	1682046	1682289
1680781	1681031	1681268	1681472	1681663	1681876	1682052	1682294
1680786	1681045	1681270	1681473	1681673	1681878	1682058	1682297
1680789	1681052	1681272	1681474	1681676	1681879	1682059	1682299
1680791	1681060	1681274	1681478	1681681	1681880	1682060	1682301
1680798	1681063	1681279	1681480	1681685	1681886	1682063	1682302
1680799	1681064	1681280	1681487	1681686	1681890	1682075	1682314
1680815	1681068	1681281	1681494	1681688	1681891	1682077	1682315
1680817	1681069	1681285	1681495	1681689	1681894	1682080	1682316
1680827	1681075	1681286	1681502	1681693	1681895	1682085	1682317
1680837	1681077	1681289	1681506	1681694	1681896	1682098	1682320
1680842	1681083	1681290	1681507	1681696	1681897	1682104	1682321
1680845	1681101	1681292	1681519	1681700	1681899	1682119	1682323
1680850	1681103	1681295	1681520	1681701	1681900	1682123	1682324
1680856	1681106	1681296	1681524	1681703	1681901	1682130	1682325
1680858	1681112	1681297	1681527	1681709	1681902	1682131	1682331
1680860	1681119	1681306	1681528	1681710	1681905	1682133	1682334
1680862	1681120	1681307	1681530	1681711	1681909	1682134	1682336
1680863	1681121	1681310	1681533	1681717	1681910	1682145	1682340
1680865	1681123	1681314	1681535	1681728	1681911	1682146	1682341
1680870	1681127	1681317	1681541	1681731	1681912	1682150	1682342
1680873	1681130	1681322	1681542	1681732	1681913	1682153	1682343
1680881	1681134	1681329	1681547	1681733	1681914	1682157	1682344
1680882	1681139	1681334	1681549	1681734	1681915	1682159	1682352
1680887	1681140	1681336	1681551	1681738	1681917	1682162	1682353
1680891	1681142	1681337	1681556	1681739	1681921	1682163	1682354
1680894	1681143	1681338	1681557	1681740	1681922	1682168	1682362
1680895	1681144	1681340	1681560	1681741	1681923	1682169	1682374
1680897	1681147	1681341	1681561	1681743	1681927	1682172	1682375
1680902	1681148	1681344	1681563	1681748	1681928	1682173	1682378
1680904	1681149	1681345	1681564	1681749	1681933	1682182	1682385
1680909	1681153	1681352	1681566	1681750	1681936	1682195	1682387
1680910	1681155	1681371	1681567	1681753	1681942	1682199	1682388
1680912	1681158	1681379	1681568	1681754	1681944	1682202	1682391
1680914	1681163	1681381	1681569	1681757	1681947	1682203	1682393
1680917	1681165	1681385	1681570	1681758	1681948	1682209	1682401
1680920	1681173	1681389	1681571	1681765	1681950	1682211	1682402
1680923	1681174	1681393	1681572	1681769	1681951	1682224	1682403
1680927	1681179	1681400	1681573	1681772	1681955	1682229	1682405
1680928	1681182	1681403	1681578	1681773	1681962	1682230	1682407
1680930	1681183	1681404	1681580	1681781	1681967	1682233	1682415
1680940	1681184	1681406	1681585	1681791	1681975	1682234	1682417
1680943	1681190	1681407	1681593	1681793	1681976	1682236	1682419
1680949	1681191	1681408	1681596	1681803	1681979	1682237	1682422
1680955	1681201	1681411	1681597	1681804	1681980	1682242	1682428
1680958	1681203	1681412	1681598	1681817	1681984	1682243	1682429

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1682431	1682671	1682936	1683179	1683410	1683649	1683930	1684210
1678676	1678935	1679203	1679485	1679734	1679989	1680222	1680475
1682432	1682672	1682937	1683182	1683412	1683650	1683932	1684212
1682434	1682678	1682944	1683183	1683414	1683651	1683940	1684221
1682435	1682680	1682955	1683185	1683415	1683652	1683944	1684225
1682438	1682683	1682956	1683186	1683420	1683654	1683956	1684226
1682440	1682685	1682957	1683187	1683421	1683658	1683957	1684227
1682455	1682686	1682958	1683191	1683425	1683660	1683960	1684228
1682456	1682689	1682959	1683192	1683431	1683661	1683961	1684234
1682458	1682691	1682964	1683197	1683432	1683663	1683962	1684235
1682462	1682695	1682965	1683200	1683435	1683664	1683963	1684239
1682463	1682709	1682969	1683202	1683436	1683669	1683964	1684241
1682467	1682710	1682975	1683203	1683445	1683673	1683986	1684245
1682468	1682716	1682976	1683210	1683458	1683674	1683990	1684251
1682470	1682717	1682977	1683221	1683474	1683675	1683991	1684256
1682472	1682723	1682982	1683222	1683483	1683687	1684004	1684258
1682474	1682726	1682983	1683223	1683485	1683688	1684007	1684266
1682481	1682728	1682990	1683234	1683490	1683696	1684016	1684268
1682484	1682729	1682995	1683236	1683491	1683697	1684018	1684270
1682486	1682730	1683014	1683239	1683492	1683699	1684019	1684278
1682489	1682731	1683015	1683243	1683493	1683700	1684025	1684285
1682490	1682732	1683017	1683246	1683494	1683701	1684028	1684286
1682491	1682749	1683018	1683247	1683496	1683717	1684032	1684288
1682492	1682753	1683022	1683248	1683497	1683723	1684046	1684289
1682497	1682758	1683023	1683251	1683501	1683724	1684053	1684290
1682498	1682759	1683024	1683254	1683504	1683727	1684064	1684291
1682502	1682760	1683032	1683255	1683505	1683730	1684071	1684299
1682503	1682761	1683036	1683263	1683506	1683732	1684074	1684307
1682504	1682772	1683038	1683264	1683516	1683734	1684077	1684308
1682507	1682773	1683041	1683266	1683520	1683738	1684080	1684310
1682517	1682776	1683042	1683267	1683521	1683739	1684087	1684311
1682524	1682777	1683046	1683269	1683522	1683740	1684088	1684314
1682528	1682779	1683050	1683271	1683544	1683741	1684089	1684315
1682536	1682780	1683051	1683272	1683547	1683742	1684091	1684316
1682543	1682792	1683070	1683279	1683550	1683743	1684092	1684325
1682544	1682794	1683075	1683282	1683553	1683748	1684093	1684340
1682552	1682797	1683076	1683283	1683558	1683749	1684096	1684345
1682558	1682802	1683084	1683285	1683559	1683757	1684101	1684370
1682560	1682808	1683085	1683287	1683560	1683762	1684102	1684378
1682561	1682813	1683086	1683288	1683561	1683763	1684103	1684382
1682572	1682814	1683087	1683294	1683564	1683764	1684104	1684392
1682573	1682815	1683094	1683295	1683565	1683769	1684109	1684394
1682574	1682817	1683097	1683297	1683566	1683771	1684110	1684395
1682575	1682827	1683104	1683298	1683567	1683772	1684112	1684398
1682582	1682829	1683109	1683307	1683571	1683779	1684115	1684399
1682586	1682830	1683113	1683308	1683578	1683786	1684123	1684403
1682588	1682845	1683122	1683313	1683583	1683788	1684124	1684412
1682589	1682846	1683125	1683314	1683585	1683797	1684131	1684413
1682591	1682854	1683141	1683324	1683596	1683811	1684137	1684414
1682595	1682856	1683145	1683329	1683597	1683812	1684138	1684415
1682602	1682857	1683147	1683331	1683602	1683816	1684139	1684416
1682615	1682862	1683151	1683342	1683604	1683820	1684142	1684437
1682623	1682867	1683159	1683344	1683605	1683837	1684143	1684441
1682624	1682868	1683160	1683347	1683606	1683840	1684158	1684445
1682629	1682897	1683161	1683348	1683618	1683862	1684168	1684448
1682631	1682899	1683162	1683350	1683619	1683885	1684170	1684451
1682632	1682901	1683164	1683351	1683626	1683889	1684174	1684453
1682648	1682919	1683166	1683355	1683629	1683902	1684175	1684454
1682649	1682923	1683167	1683356	1683630	1683910	1684180	1684455
1682650	1682924	1683169	1683357	1683638	1683913	1684184	1684457
1682661	1682933	1683170	1683358	1683643	1683916	1684186	1684459
1682669	1682934	1683171	1683379	1683646	1683918	1684199	1684465
1682670	1682935	1683176	1683405	1683648	1683923	1684203	1684477

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1684489	1684738	1684954	1685203	1685503	1685778	1686043	1686240
1684492	1684753	1684955	1685213	1685507	1685783	1686048	1686247
1684500	1684760	1684962	1685216	1685513	1685785	1686049	1686252
1684502	1684781	1684965	1685218	1685527	1685792	1686051	1686253
1684503	1684786	1684967	1685221	1685529	1685796	1686053	1686259
1684504	1684789	1684975	1685223	1685532	1685798	1686054	1686268
1684505	1684793	1684979	1685224	1685547	1685801	1686055	1686269
1684506	1684794	1684987	1685247	1685554	1685803	1686058	1686272
1684507	1684795	1684991	1685250	1685556	1685804	1686064	1686273
1684512	1684796	1684992	1685251	1685561	1685808	1686078	1686274
1684525	1684800	1684993	1685253	1685563	1685809	1686079	1686275
1684526	1684803	1684998	1685257	1685564	1685810	1686080	1686276
1684527	1684808	1685004	1685260	1685567	1685816	1686094	1686277
1684534	1684818	1685006	1685264	1685570	1685817	1686095	1686280
1684536	1684819	1685010	1685266	1685572	1685818	1686099	1686281
1684537	1684822	1685011	1685280	1685574	1685846	1686100	1686284
1684546	1684823	1685013	1685283	1685575	1685850	1686101	1686300
1684550	1684824	1685026	1685293	1685576	1685853	1686102	1686304
1684551	1684828	1685029	1685305	1685579	1685860	1686105	1686305
1684552	1684830	1685030	1685313	1685589	1685867	1686109	1686309
1684555	1684842	1685031	1685314	1685591	1685872	1686111	1686319
1684557	1684845	1685032	1685317	1685600	1685884	1686112	1686324
1684572	1684848	1685035	1685318	1685605	1685886	1686113	1686326
1684573	1684858	1685036	1685328	1685608	1685887	1686122	1686327
1684584	1684859	1685037	1685331	1685612	1685889	1686126	1686332
1684587	1684865	1685038	1685340	1685619	1685894	1686127	1686338
1684598	1684866	1685039	1685341	1685620	1685895	1686128	1686346
1684610	1684867	1685040	1685342	1685622	1685898	1686130	1686350
1684616	1684871	1685044	1685344	1685625	1685900	1686132	1686359
1684619	1684878	1685046	1685353	1685627	1685903	1686135	1686360
1684621	1684879	1685049	1685355	1685628	1685904	1686137	1686362
1684624	1684882	1685057	1685357	1685629	1685907	1686138	1686363
1684638	1684885	1685058	1685359	1685632	1685908	1686151	1686374
1684640	1684887	1685059	1685361	1685634	1685911	1686154	1686390
1684643	1684890	1685061	1685363	1685635	1685913	1686157	1686391
1684646	1684892	1685067	1685365	1685642	1685914	1686159	1686398
1684647	1684893	1685071	1685372	1685644	1685917	1686164	1686401
1684653	1684895	1685074	1685374	1685666	1685918	1686168	1686404
1684655	1684896	1685075	1685381	1685668	1685921	1686169	1686405
1684656	1684899	1685076	1685385	1685681	1685924	1686174	1686409
1684657	1684900	1685077	1685389	1685690	1685925	1686176	1686410
1684662	1684901	1685092	1685409	1685709	1685927	1686178	1686413
1684664	1684904	1685096	1685410	1685712	1685931	1686186	1686419
1684665	1684909	1685102	1685419	1685715	1685932	1686188	1686420
1684667	1684910	1685105	1685427	1685719	1685935	1686189	1686426
1684670	1684913	1685109	1685433	1685735	1685940	1686195	1686430
1684676	1684914	1685118	1685437	1685736	1685942	1686198	1686434
1684682	1684916	1685120	1685442	1685739	1685946	1686201	1686435
1684684	1684917	1685127	1685444	1685740	1685947	1686204	1686441
1684686	1684923	1685129	1685446	1685746	1685958	1686208	1686442
1684688	1684924	1685130	1685455	1685750	1685963	1686209	1686444
1684690	1684926	1685137	1685456	1685754	1685964	1686210	1686446
1684692	1684927	1685138	1685459	1685755	1685968	1686211	1686448
1684695	1684935	1685168	1685462	1685760	1685970	1686217	1686449
1684699	1684936	1685171	1685468	1685761	1685971	1686218	1686452
1684701	1684937	1685176	1685470	1685763	1685974	1686219	1686461
1684708	1684941	1685177	1685471	1685765	1685983	1686222	1686463
1684712	1684944	1685186	1685476	1685769	1685990	1686223	1686464
1684718	1684945	1685192	1685482	1685771	1686013	1686233	1686473
1684728	1684946	1685194	1685494	1685772	1686020	1686234	1686480
1684734	1684947	1685195	1685500	1685773	1686022	1686236	1686487
1684736	1684950	1685200	1685501	1685774	1686026	1686239	1686492

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1686497	1686689	1686925	1687170	1687429	1687656	1687910	1688153
1686498	1686692	1686929	1687171	1687436	1687662	1687912	1688154
1686501	1686698	1686931	1687191	1687439	1687665	1687916	1688160
1686512	1686699	1686932	1687199	1687440	1687679	1687922	1688161
1686514	1686703	1686940	1687205	1687441	1687686	1687923	1688162
1686515	1686707	1686941	1687206	1687449	1687689	1687926	1688167
1686524	1686713	1686947	1687210	1687459	1687697	1687931	1688169
1686529	1686717	1686969	1687213	1687462	1687702	1687935	1688173
1686530	1686719	1686970	1687214	1687467	1687704	1687944	1688181
1686532	1686724	1686973	1687215	1687469	1687705	1687947	1688184
1686533	1686737	1686980	1687220	1687475	1687710	1687950	1688185
1686536	1686738	1686984	1687226	1687476	1687726	1687951	1688194
1686537	1686739	1686986	1687228	1687481	1687740	1687961	1688197
1686539	1686742	1686988	1687255	1687488	1687741	1687962	1688208
1686550	1686744	1686989	1687257	1687489	1687748	1687966	1688209
1686554	1686748	1686990	1687266	1687496	1687757	1687973	1688213
1686560	1686754	1686991	1687272	1687497	1687759	1687974	1688215
1686561	1686764	1686993	1687277	1687500	1687767	1687976	1688217
1686562	1686770	1686998	1687280	1687501	1687768	1687977	1688221
1686565	1686773	1687000	1687281	1687502	1687769	1687981	1688227
1686569	1686775	1687001	1687286	1687505	1687772	1687982	1688228
1686570	1686777	1687002	1687290	1687514	1687773	1687983	1688229
1686571	1686778	1687006	1687294	1687536	1687775	1687985	1688230
1686596	1686782	1687007	1687296	1687538	1687779	1687986	1688232
1686600	1686785	1687009	1687300	1687543	1687782	1687987	1688233
1686602	1686793	1687012	1687306	1687547	1687786	1687992	1688235
1686603	1686800	1687017	1687314	1687550	1687788	1688001	1688243
1686606	1686801	1687028	1687315	1687553	1687789	1688005	1688244
1686610	1686802	1687029	1687317	1687556	1687795	1688007	1688259
1686612	1686803	1687045	1687327	1687562	1687798	1688008	1688262
1686613	1686804	1687050	1687328	1687566	1687800	1688009	1688263
1686617	1686813	1687055	1687330	1687569	1687802	1688012	1688264
1686620	1686814	1687056	1687333	1687571	1687804	1688063	1688265
1686622	1686819	1687073	1687340	1687572	1687806	1688067	1688266
1686623	1686821	1687076	1687342	1687573	1687810	1688070	1688276
1686625	1686822	1687077	1687354	1687574	1687821	1688071	1688280
1686629	1686823	1687078	1687355	1687575	1687823	1688080	1688282
1686630	1686838	1687080	1687359	1687576	1687824	1688083	1688284
1686635	1686839	1687081	1687362	1687580	1687825	1688085	1688291
1686636	1686847	1687082	1687364	1687589	1687826	1688090	1688292
1686638	1686849	1687088	1687366	1687590	1687827	1688091	1688293
1686643	1686869	1687089	1687368	1687593	1687830	1688093	1688303
1686644	1686873	1687090	1687375	1687595	1687839	1688097	1688304
1686647	1686874	1687104	1687380	1687596	1687840	1688098	1688310
1686651	1686876	1687110	1687381	1687597	1687842	1688104	1688313
1686653	1686878	1687111	1687383	1687607	1687843	1688108	1688314
1686657	1686881	1687113	1687384	1687612	1687847	1688109	1688319
1686658	1686885	1687117	1687387	1687613	1687848	1688110	1688323
1686661	1686886	1687118	1687388	1687614	1687851	1688117	1688324
1686664	1686892	1687120	1687389	1687616	1687853	1688121	1688328
1686667	1686895	1687121	1687390	1687617	1687854	1688123	1688337
1686668	1686897	1687125	1687391	1687618	1687861	1688124	1688339
1686669	1686898	1687131	1687405	1687622	1687863	1688126	1688341
1686670	1686899	1687133	1687411	1687627	1687865	1688128	1688353
1686672	1686902	1687135	1687416	1687631	1687867	1688131	1688366
1686679	1686911	1687136	1687419	1687645	1687869	1688133	1688368
1686680	1686913	1687137	1687420	1687648	1687872	1688134	1688369
1686681	1686919	1687140	1687421	1687650	1687873	1688139	1688372
1686682	1686920	1687148	1687423	1687651	1687876	1688141	1688373
1686683	1686921	1687151	1687424	1687652	1687894	1688144	1688387
1686684	1686922	1687158	1687427	1687654	1687895	1688150	1688388
1686685	1686924	1687165	1687428	1687655	1687901	1688152	1688389

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1688395	1688672	1688918	1689187	1689398	1689668	1689888	1690138
1688404	1688677	1688922	1689189	1689399	1689669	1689890	1690139
1688428	1688680	1688937	1689190	1689401	1689670	1689891	1690142
1688440	1688682	1688951	1689193	1689405	1689671	1689894	1690154
1688442	1688685	1688952	1689195	1689409	1689672	1689898	1690159
1688460	1688698	1688954	1689200	1689411	1689674	1689899	1690175
1688461	1688699	1688955	1689203	1689415	1689675	1689905	1690186
1688462	1688710	1688965	1689204	1689417	1689686	1689910	1690187
1688467	1688711	1688971	1689207	1689418	1689690	1689918	1690194
1688472	1688713	1688972	1689214	1689419	1689708	1689919	1690201
1688476	1688730	1688975	1689216	1689422	1689722	1689922	1690202
1688477	1688731	1688988	1689217	1689432	1689723	1689933	1690203
1688479	1688732	1688989	1689224	1689435	1689733	1689934	1690205
1688482	1688736	1689013	1689225	1689442	1689738	1689938	1690218
1688483	1688737	1689014	1689226	1689445	1689742	1689942	1690220
1688487	1688740	1689015	1689227	1689449	1689756	1689971	1690221
1688492	1688741	1689016	1689230	1689450	1689757	1689974	1690223
1688496	1688747	1689017	1689231	1689456	1689759	1689978	1690224
1688502	1688756	1689018	1689234	1689457	1689760	1689980	1690228
1688503	1688757	1689026	1689236	1689460	1689762	1689985	1690229
1688510	1688762	1689027	1689239	1689465	1689763	1689988	1690238
1688512	1688764	1689034	1689241	1689474	1689764	1689989	1690241
1688518	1688786	1689035	1689245	1689482	1689765	1689993	1690244
1688523	1688789	1689040	1689247	1689484	1689766	1689994	1690251
1688524	1688792	1689042	1689257	1689485	1689769	1689999	1690269
1688526	1688793	1689044	1689260	1689489	1689777	1690000	1690273
1688540	1688798	1689048	1689261	1689500	1689780	1690001	1690274
1688544	1688800	1689050	1689265	1689504	1689787	1690003	1690275
1688545	1688802	1689053	1689270	1689505	1689794	1690017	1690276
1688548	1688803	1689057	1689279	1689506	1689797	1690020	1690277
1688549	1688807	1689063	1689280	1689511	1689802	1690022	1690282
1688550	1688808	1689070	1689291	1689514	1689805	1690023	1690285
1688551	1688810	1689071	1689292	1689515	1689806	1690024	1690290
1688552	1688814	1689074	1689294	1689521	1689819	1690027	1690298
1688553	1688815	1689075	1689295	1689534	1689820	1690029	1690303
1688558	1688819	1689088	1689297	1689541	1689821	1690030	1690304
1688572	1688823	1689090	1689300	1689545	1689823	1690032	1690305
1688573	1688826	1689092	1689301	1689548	1689824	1690040	1690308
1688575	1688829	1689101	1689309	1689557	1689829	1690041	1690309
1688578	1688837	1689102	1689312	1689562	1689831	1690049	1690318
1688579	1688850	1689103	1689313	1689564	1689834	1690051	1690319
1688580	1688857	1689104	1689314	1689565	1689835	1690053	1690324
1688585	1688859	1689111	1689315	1689567	1689839	1690054	1690337
1688586	1688862	1689115	1689319	1689573	1689840	1690060	1690338
1688587	1688864	1689118	1689320	1689582	1689841	1690061	1690339
1688591	1688867	1689130	1689321	1689590	1689848	1690066	1690353
1688592	1688869	1689131	1689322	1689593	1689849	1690067	1690354
1688593	1688876	1689133	1689323	1689595	1689850	1690068	1690358
1688595	1688884	1689134	1689326	1689596	1689855	1690085	1690361
1688598	1688886	1689135	1689328	1689606	1689856	1690090	1690362
1688627	1688887	1689137	1689329	1689612	1689857	1690106	1690365
1688630	1688889	1689138	1689335	1689614	1689860	1690111	1690367
1688632	1688891	1689144	1689356	1689619	1689861	1690114	1690368
1688633	1688893	1689145	1689371	1689620	1689862	1690115	1690382
1688638	1688894	1689152	1689372	1689623	1689869	1690119	1690387
1688639	1688898	1689154	1689373	1689628	1689874	1690120	1690388
1688640	1688900	1689155	1689377	1689640	1689875	1690121	1690408
1688648	1688901	1689158	1689379	1689643	1689876	1690123	1690412
1688657	1688907	1689174	1689380	1689651	1689877	1690124	1690413
1688662	1688909	1689175	1689381	1689658	1689882	1690125	1690414
1688665	1688912	1689176	1689384	1689659	1689883	1690134	1690420
1688671	1688914	1689179	1689397	1689662	1689887	1690137	1690422

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1690423	1690730	1691006	1691371	1692008	1692893	1693713	1694434
1690424	1690732	1691009	1691382	1692011	1692908	1693722	1694451
1690425	1690734	1691013	1691384	1692051	1692938	1693734	1694463
1690434	1690752	1691014	1691408	1692082	1692951	1693742	1694527
1690435	1690753	1691042	1691416	1692092	1692981	1693756	1694530
1690442	1690755	1691051	1691419	1692154	1692984	1693758	1694531
1690444	1690757	1691052	1691425	1692156	1692987	1693760	1694568
1690460	1690758	1691055	1691435	1692157	1692993	1693761	1694597
1690464	1690761	1691071	1691436	1692187	1693006	1693762	1694612
1690468	1690763	1691072	1691449	1692191	1693030	1693771	1694654
1690472	1690779	1691076	1691452	1692192	1693043	1693800	1694669
1690473	1690781	1691077	1691458	1692196	1693045	1693802	1694670
1690478	1690785	1691082	1691466	1692198	1693049	1693838	1694675
1690482	1690792	1691087	1691475	1692205	1693058	1693877	1694680
1690493	1690797	1691096	1691485	1692231	1693070	1693883	1694686
1690496	1690808	1691097	1691486	1692237	1693109	1693884	1694694
1690501	1690809	1691098	1691494	1692248	1693126	1693888	1694728
1690508	1690811	1691107	1691499	1692264	1693139	1693913	1694729
1690510	1690812	1691113	1691507	1692265	1693179	1693915	1694758
1690512	1690813	1691119	1691514	1692272	1693209	1693916	1694763
1690518	1690814	1691131	1691527	1692274	1693256	1693923	1694772
1690519	1690822	1691135	1691528	1692289	1693270	1693945	1694779
1690521	1690823	1691136	1691533	1692297	1693284	1693954	1694785
1690523	1690825	1691137	1691536	1692309	1693298	1693988	1694794
1690526	1690834	1691139	1691542	1692336	1693305	1693997	1694795
1690533	1690845	1691141	1691552	1692338	1693307	1694004	1694798
1690536	1690849	1691142	1691633	1692349	1693312	1694036	1694839
1690541	1690850	1691145	1691639	1692364	1693330	1694037	1694845
1690547	1690851	1691147	1691642	1692388	1693350	1694066	1694849
1690548	1690852	1691151	1691644	1692410	1693366	1694067	1694850
1690549	1690872	1691153	1691645	1692414	1693370	1694085	1694877
1690563	1690882	1691164	1691653	1692416	1693372	1694089	1694878
1690570	1690884	1691175	1691670	1692436	1693376	1694091	1694889
1690573	1690885	1691178	1691683	1692488	1693384	1694096	1694890
1690574	1690887	1691194	1691689	1692490	1693393	1694099	1694895
1690579	1690889	1691195	1691691	1692494	1693429	1694109	1694900
1690595	1690890	1691196	1691699	1692497	1693435	1694135	1694914
1690608	1690894	1691208	1691700	1692501	1693442	1694142	1694919
1690610	1690896	1691210	1691705	1692512	1693484	1694170	1694924
1690611	1690897	1691216	1691707	1692530	1693498	1694173	1694925
1690615	1690899	1691221	1691715	1692532	1693510	1694174	1694932
1690624	1690906	1691222	1691716	1692552	1693513	1694183	1694941
1690628	1690910	1691231	1691725	1692579	1693514	1694185	1694956
1690633	1690914	1691250	1691730	1692584	1693519	1694200	1694957
1690652	1690917	1691273	1691734	1692604	1693542	1694213	1694969
1690667	1690938	1691286	1691841	1692624	1693543	1694229	1694970
1690670	1690940	1691287	1691895	1692639	1693544	1694267	1694972
1690673	1690941	1691290	1691909	1692642	1693562	1694271	1694978
1690675	1690944	1691304	1691912	1692649	1693563	1694277	1694982
1690680	1690945	1691307	1691913	1692665	1693570	1694282	1695022
1690682	1690946	1691309	1691920	1692683	1693590	1694288	1695030
1690684	1690947	1691317	1691921	1692696	1693595	1694304	1695032
1690687	1690952	1691322	1691937	1692774	1693614	1694305	1695049
1690691	1690953	1691335	1691957	1692804	1693615	1694322	1695059
1690694	1690963	1691349	1691967	1692807	1693617	1694326	1695063
1690696	1690964	1691358	1691968	1692811	1693619	1694327	1695066
1690698	1690965	1691359	1691971	1692812	1693653	1694366	1695080
1690700	1690966	1691361	1691979	1692813	1693669	1694386	1695083
1690703	1690968	1691363	1691982	1692846	1693678	1694396	1695085
1690711	1690969	1691367	1691986	1692847	1693679	1694412	1695091
1690716	1690996	1691369	1691991	1692849	1693692	1694418	1695099
1690729	1691000	1691370	1692006	1692889	1693699	1694419	1695121

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1695126	1695871	1696593	1697310	1697758	1698185	1698554	1698904
1695129	1695872	1696594	1697343	1697759	1698188	1698556	1698907
1695150	1695873	1696600	1697345	1697760	1698202	1698557	1698908
1695154	1695875	1696602	1697347	1697781	1698206	1698568	1698909
1695155	1695877	1696611	1697351	1697786	1698207	1698598	1698912
1695157	1695885	1696612	1697352	1697788	1698208	1698606	1698914
1695158	1695898	1696615	1697353	1697789	1698210	1698607	1698925
1695168	1695901	1696627	1697357	1697816	1698214	1698611	1698926
1695180	1695908	1696635	1697366	1697824	1698220	1698612	1698927
1695187	1695923	1696639	1697375	1697825	1698235	1698621	1698928
1695189	1695925	1696662	1697395	1697826	1698246	1698622	1698931
1695190	1695927	1696663	1697398	1697832	1698248	1698623	1698934
1695209	1695931	1696664	1697411	1697845	1698266	1698624	1698950
1695219	1695940	1696675	1697412	1697851	1698275	1698625	1698957
1695252	1695960	1696676	1697427	1697861	1698279	1698626	1698960
1695283	1695988	1696677	1697433	1697865	1698280	1698627	1698961
1695307	1695989	1696688	1697443	1697866	1698281	1698633	1698962
1695308	1695997	1696717	1697451	1697867	1698282	1698635	1698963
1695327	1696013	1696777	1697471	1697872	1698283	1698638	1698964
1695333	1696035	1696802	1697475	1697873	1698301	1698639	1698965
1695334	1696040	1696803	1697498	1697882	1698302	1698660	1698969
1695335	1696044	1696814	1697499	1697899	1698306	1698662	1698974
1695348	1696056	1696816	1697501	1697903	1698308	1698664	1698992
1695361	1696118	1696833	1697502	1697919	1698310	1698671	1699004
1695362	1696130	1696876	1697511	1697931	1698317	1698680	1699008
1695416	1696143	1696881	1697519	1697934	1698320	1698685	1699013
1695435	1696148	1696882	1697544	1697935	1698322	1698689	1699023
1695449	1696149	1696883	1697560	1697944	1698327	1698692	1699041
1695450	1696156	1696887	1697562	1697945	1698341	1698694	1699044
1695466	1696184	1696890	1697574	1697946	1698342	1698695	1699054
1695493	1696185	1696900	1697596	1697950	1698351	1698699	1699077
1695500	1696205	1696913	1697598	1697975	1698356	1698703	1699080
1695501	1696227	1696919	1697602	1697976	1698357	1698707	1699100
1695504	1696229	1696954	1697603	1697996	1698358	1698724	1699107
1695506	1696231	1696959	1697617	1698008	1698377	1698729	1699109
1695507	1696232	1696967	1697620	1698016	1698378	1698732	1699111
1695537	1696258	1696985	1697621	1698024	1698382	1698737	1699119
1695552	1696272	1696996	1697629	1698025	1698392	1698748	1699123
1695554	1696273	1697033	1697634	1698026	1698395	1698764	1699124
1695559	1696297	1697056	1697642	1698045	1698398	1698769	1699139
1695572	1696307	1697068	1697651	1698054	1698410	1698770	1699141
1695573	1696318	1697091	1697654	1698056	1698420	1698771	1699155
1695582	1696328	1697092	1697658	1698057	1698439	1698773	1699156
1695596	1696338	1697100	1697663	1698060	1698445	1698783	1699163
1695609	1696345	1697119	1697669	1698061	1698452	1698784	1699168
1695615	1696354	1697124	1697675	1698062	1698453	1698789	1699170
1695617	1696374	1697141	1697676	1698067	1698456	1698790	1699176
1695632	1696384	1697142	1697678	1698068	1698460	1698794	1699177
1695712	1696399	1697171	1697681	1698070	1698470	1698795	1699196
1695728	1696412	1697176	1697695	1698082	1698486	1698800	1699197
1695736	1696415	1697194	1697696	1698085	1698503	1698803	1699198
1695742	1696416	1697200	1697697	1698094	1698504	1698812	1699199
1695749	1696458	1697207	1697699	1698128	1698509	1698822	1699203
1695750	1696459	1697212	1697714	1698130	1698518	1698850	1699212
1695776	1696478	1697222	1697716	1698139	1698525	1698851	1699214
1695785	1696488	1697223	1697717	1698141	1698530	1698852	1699215
1695807	1696503	1697236	1697721	1698142	1698533	1698867	1699216
1695808	1696525	1697243	1697722	1698147	1698536	1698869	1699218
1695832	1696533	1697259	1697734	1698156	1698539	1698870	1699220
1695838	1696555	1697260	1697738	1698160	1698542	1698878	1699230
1695854	1696585	1697261	1697749	1698180	1698548	1698879	1699232
1695870	1696591	1697276	1697750	1698181	1698550	1698886	1699233

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1699234	1699660	1700107	1700515	1701087	1701756	1702489	1703193
1699254	1699675	1700126	1700521	1701088	1701766	1702495	1703196
1699282	1699678	1700142	1700575	1701090	1701776	1702506	1703201
1699284	1699683	1700144	1700578	1701105	1701778	1702521	1703230
1699286	1699687	1700146	1700590	1701115	1701779	1702550	1703233
1699294	1699688	1700147	1700613	1701140	1701815	1702551	1703240
1699296	1699712	1700148	1700659	1701163	1701816	1702552	1703245
1699311	1699716	1700161	1700660	1701194	1701817	1702553	1703246
1699314	1699717	1700166	1700674	1701212	1701818	1702556	1703249
1699315	1699718	1700172	1700676	1701234	1701829	1702565	1703255
1699321	1699723	1700193	1700677	1701245	1701844	1702575	1703263
1699323	1699755	1700194	1700694	1701248	1701846	1702582	1703264
1699334	1699764	1700195	1700695	1701279	1701879	1702583	1703265
1699335	1699766	1700197	1700704	1701285	1701880	1702615	1703273
1699336	1699798	1700198	1700719	1701317	1701882	1702625	1703280
1699337	1699801	1700212	1700726	1701338	1701888	1702643	1703283
1699347	1699803	1700215	1700731	1701341	1701895	1702683	1703284
1699360	1699812	1700221	1700733	1701346	1701924	1702684	1703296
1699366	1699815	1700223	1700740	1701347	1701925	1702689	1703376
1699373	1699830	1700224	1700742	1701350	1701930	1702699	1703395
1699375	1699831	1700225	1700750	1701352	1701938	1702700	1703398
1699386	1699832	1700227	1700767	1701361	1701939	1702703	1703433
1699387	1699833	1700228	1700773	1701363	1701994	1702713	1703434
1699395	1699845	1700229	1700777	1701366	1701995	1702735	1703441
1699396	1699850	1700233	1700789	1701371	1702000	1702737	1703442
1699419	1699852	1700235	1700794	1701372	1702001	1702778	1703446
1699421	1699872	1700236	1700797	1701373	1702002	1702779	1703447
1699425	1699884	1700237	1700827	1701417	1702013	1702780	1703448
1699442	1699885	1700242	1700828	1701420	1702020	1702781	1703481
1699453	1699886	1700244	1700829	1701464	1702024	1702782	1703517
1699468	1699887	1700250	1700830	1701465	1702036	1702790	1703518
1699470	1699888	1700282	1700849	1701469	1702041	1702794	1703519
1699474	1699894	1700288	1700850	1701482	1702046	1702795	1703524
1699478	1699895	1700291	1700855	1701486	1702077	1702802	1703527
1699485	1699897	1700294	1700857	1701493	1702083	1702866	1703562
1699486	1699901	1700304	1700881	1701498	1702097	1702877	1703593
1699487	1699906	1700320	1700882	1701501	1702104	1702882	1703632
1699491	1699909	1700322	1700900	1701566	1702108	1702885	1703651
1699492	1699910	1700325	1700907	1701568	1702126	1702893	1703735
1699510	1699911	1700346	1700910	1701572	1702161	1702894	1703739
1699511	1699931	1700357	1700911	1701573	1702176	1702899	1703741
1699515	1699939	1700362	1700926	1701579	1702177	1702901	1703743
1699528	1699947	1700377	1700929	1701580	1702179	1702904	1703748
1699530	1699948	1700378	1700935	1701581	1702180	1702938	1703750
1699540	1699962	1700380	1700936	1701584	1702182	1702943	1703752
1699544	1699963	1700383	1700938	1701598	1702189	1702972	1703754
1699560	1699964	1700418	1700946	1701601	1702190	1702987	1703767
1699567	1699972	1700421	1700954	1701605	1702201	1702989	1703771
1699571	1699985	1700424	1700970	1701607	1702206	1703001	1703775
1699577	1699986	1700428	1700979	1701608	1702253	1703013	1703794
1699583	1699987	1700462	1700987	1701621	1702254	1703019	1703796
1699586	1699997	1700466	1700997	1701623	1702268	1703022	1703800
1699596	1700000	1700467	1701004	1701634	1702269	1703072	1703823
1699603	1700006	1700471	1701016	1701664	1702343	1703099	1703848
1699608	1700059	1700474	1701021	1701667	1702368	1703100	1703849
1699615	1700073	1700480	1701022	1701671	1702371	1703101	1703884
1699616	1700074	1700487	1701025	1701675	1702421	1703102	1703903
1699627	1700078	1700502	1701052	1701679	1702436	1703108	1703920
1699631	1700084	1700505	1701053	1701703	1702437	1703109	1703921
1699632	1700088	1700506	1701054	1701744	1702440	1703132	1703938
1699635	1700089	1700510	1701084	1701747	1702443	1703181	1703939
1699658	1700092	1700513	1701085	1701749	1702463	1703186	1703940

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1703941	1704614	1705397	1706499	1707421	1708165	1709191	1710122
1703971	1704620	1705405	1706511	1707422	1708176	1709193	1710126
1703974	1704621	1705417	1706522	1707440	1708205	1709196	1710184
1704004	1704677	1705423	1706523	1707460	1708214	1709199	1710222
1704015	1704693	1705459	1706525	1707497	1708238	1709200	1710225
1704038	1704694	1705480	1706534	1707502	1708241	1709201	1710273
1704040	1704718	1705509	1706538	1707503	1708243	1709229	1710309
1704046	1704726	1705511	1706539	1707510	1708248	1709230	1710312
1704119	1704727	1705528	1706542	1707511	1708252	1709232	1710313
1704124	1704776	1705542	1706543	1707532	1708255	1709289	1710314
1704134	1704778	1705550	1706544	1707534	1708257	1709319	1710318
1704140	1704783	1705558	1706584	1707541	1708258	1709324	1710358
1704160	1704785	1705591	1706592	1707547	1708280	1709335	1710361
1704178	1704787	1705596	1706617	1707550	1708286	1709338	1710363
1704180	1704790	1705606	1706618	1707561	1708288	1709358	1710402
1704184	1704791	1705607	1706624	1707562	1708290	1709456	1710422
1704199	1704842	1705648	1706626	1707564	1708332	1709470	1710455
1704267	1704843	1705652	1706630	1707582	1708417	1709473	1710536
1704269	1704846	1705653	1706631	1707608	1708538	1709495	1710545
1704270	1704893	1705654	1706638	1707614	1708549	1709496	1710586
1704271	1704898	1705678	1706668	1707634	1708615	1709499	1710591
1704273	1704899	1705733	1706671	1707730	1708618	1709504	1710592
1704274	1704908	1705746	1706688	1707753	1708623	1709507	1710593
1704287	1704909	1705756	1706714	1707777	1708642	1709517	1710595
1704315	1704946	1705761	1706726	1707780	1708648	1709526	1710605
1704319	1704947	1705762	1706734	1707817	1708661	1709547	1710615
1704322	1704953	1705776	1706735	1707824	1708662	1709548	1710618
1704334	1704955	1705804	1706758	1707825	1708682	1709571	1710619
1704338	1704988	1705815	1706761	1707829	1708688	1709581	1710640
1704368	1705021	1705816	1706762	1707830	1708689	1709591	1710729
1704380	1705056	1705878	1706816	1707835	1708693	1709593	1710731
1704381	1705071	1705933	1706904	1707837	1708695	1709595	1710738
1704409	1705072	1705934	1706906	1707840	1708703	1709624	1710754
1704415	1705075	1705940	1706927	1707850	1708706	1709695	1710757
1704418	1705081	1705948	1706933	1707859	1708707	1709736	1710763
1704450	1705082	1705949	1706963	1707861	1708729	1709782	1710808
1704464	1705086	1705950	1706969	1707868	1708779	1709788	1710851
1704467	1705087	1705951	1706997	1707876	1708783	1709791	1710897
1704479	1705089	1705953	1707000	1707877	1708784	1709797	1710902
1704491	1705093	1705979	1707003	1707880	1708801	1709806	1710906
1704494	1705095	1705987	1707013	1707903	1708813	1709834	1710907
1704513	1705129	1706019	1707022	1707908	1708827	1709836	1710911
1704514	1705158	1706020	1707026	1707925	1708829	1709846	1710912
1704515	1705159	1706021	1707053	1707926	1708831	1709847	1710917
1704520	1705165	1706088	1707063	1707927	1708835	1709850	1710932
1704521	1705180	1706113	1707107	1707945	1708839	1709951	1710935
1704529	1705185	1706153	1707111	1707948	1708840	1709961	1710939
1704538	1705191	1706156	1707112	1707958	1708866	1709967	1710941
1704539	1705239	1706159	1707118	1707981	1708867	1709977	1710984
1704540	1705240	1706160	1707120	1707989	1708873	1709991	1710993
1704541	1705245	1706162	1707123	1707994	1708879	1709993	1711002
1704543	1705257	1706195	1707151	1708001	1708902	1709999	1711050
1704544	1705287	1706256	1707173	1708002	1708904	1710001	1711086
1704549	1705288	1706261	1707175	1708020	1708913	1710005	1711119
1704550	1705290	1706299	1707177	1708025	1708923	1710007	1711210
1704561	1705337	1706307	1707250	1708075	1708999	1710008	1711214
1704574	1705339	1706329	1707253	1708079	1709043	1710009	1711216
1704585	1705360	1706375	1707256	1708081	1709048	1710064	1711224
1704586	1705380	1706429	1707271	1708089	1709050	1710065	1711226
1704610	1705384	1706446	1707272	1708095	1709071	1710073	1711228
1704611	1705395	1706456	1707353	1708108	1709077	1710074	1711250
1704612	1705396	1706469	1707357	1708136	1709190	1710119	1711254

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1711272	1711992	1712582	1713485	1714470	1715163	1715914	1716625
1711274	1712000	1712583	1713533	1714471	1715164	1715915	1716627
1711314	1712006	1712629	1713579	1714473	1715217	1715919	1716632
1711318	1712050	1712631	1713653	1714474	1715300	1715923	1716636
1711327	1712054	1712647	1713671	1714476	1715302	1715924	1716673
1711357	1712055	1712650	1713672	1714477	1715304	1715925	1716680
1711361	1712058	1712659	1713673	1714478	1715308	1715957	1716683
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1711369	1712068	1712691	1713704	1714483	1715312	1715966	1716736
1711407	1712073	1712694	1713720	1714486	1715314	1715968	1716743
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1711415	1712110	1712700	1713735	1714506	1715319	1715971	1716771
1711416	1712119	1712744	1713741	1714521	1715322	1715973	1716836
1711481	1712125	1712762	1713743	1714536	1715327	1715981	1716839
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1711571	1712203	1713041	1713773	1714696	1715350	1716192	1716927
1711574	1712210	1713042	1713774	1714697	1715351	1716199	1716929
1711584	1712214	1713048	1713775	1714699	1715352	1716203	1716931
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1711677	1712223	1713131	1714114	1714711	1715495	1716213	1716967
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1711739	1712338	1713158	1714161	1714844	1715531	1716303	1717086
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1711743	1712352	1713186	1714245	1714874	1715663	1716333	1717140
1711744	1712357	1713189	1714266	1714883	1715664	1716362	1717209
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1711755	1712405	1713231	1714405	1714940	1715694	1716490	1717260
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1717377	1717980	1718557	1719275	1719917	1720431	1721054	1721636
1717423	1717981	1718606	1719276	1719919	1720436	1721057	1721637
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1717458	1718049	1718706	1719382	1719953	1720562	1721068	1721656
1717474	1718052	1718710	1719387	1719954	1720587	1721073	1721661
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1717481	1718056	1718748	1719401	1719958	1720662	1721075	1721663
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1717585	1718165	1718882	1719542	1720043	1720701	1721280	1721789
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1717662	1718172	1718916	1719580	1720050	1720720	1721287	1721792
1717672	1718176	1718924	1719606	1720051	1720724	1721288	1721794
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1717774	1718350	1719100	1719645	1720255	1720868	1721395	1721965
1717778	1718367	1719102	1719647	1720257	1720869	1721398	1721971
1717779	1718376	1719104	1719652	1720258	1720907	1721400	1721972
1717793	1718401	1719123	1719673	1720259	1720908	1721402	1721973
1717794	1718404	1719137	1719676	1720260	1720912	1721407	1721974
1717804	1718407	1719149	1719678	1720261	1720913	1721409	1721975
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1717857	1718452	1719163	1719685	1720266	1720919	1721413	1721983
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1722134	1722652	1723273	1723935	1724536	1725138	1725583	1726071
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1722160	1722656	1723311	1723947	1724590	1725178	1725613	1726086
1722166	1722657	1723319	1723956	1724602	1725179	1725625	1726090
1722175	1722661	1723321	1723987	1724603	1725182	1725629	1726108
1722180	1722663	1723322	1723992	1724606	1725185	1725630	1726119
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1722262	1722771	1723403	1724027	1724748	1725230	1725689	1726160
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1722270	1722822	1723475	1724060	1724757	1725242	1725723	1726169
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1722289	1722862	1723479	1724063	1724798	1725286	1725730	1726172
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1722321	1722878	1723492	1724125	1724819	1725296	1725756	1726187
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1722384	1723053	1723591	1724158	1724883	1725354	1725838	1726356
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1726523	1727023	1727486	1727928	1728307	1728762	1729396	1729807
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1730226	1730610	1731159	1731858	1732239	1732733	1733345	1733892
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1730262	1730657	1731164	1731861	1732241	1732736	1733365	1733913
1730263	1730658	1731225	1731864	1732243	1732737	1733366	1733914
1730264	1730659	1731226	1731866	1732244	1732738	1733367	1733923
1730267	1730662	1731227	1731869	1732245	1732748	1733392	1733930
1730270	1730665	1731233	1731870	1732246	1732770	1733423	1733953
1730271	1730666	1731234	1731872	1732247	1732784	1733443	1733987
1730272	1730668	1731244	1731887	1732248	1732792	1733445	1733992
1730275	1730695	1731246	1731900	1732266	1732804	1733454	1734003
1730277	1730697	1731247	1731901	1732274	1732805	1733455	1734043
1730295	1730705	1731256	1731902	1732275	1732809	1733468	1734056
1730298	1730707	1731283	1731905	1732306	1732840	1733472	1734060
1730331	1730708	1731284	1731906	1732349	1732877	1733475	1734061
1730352	1730711	1731292	1731907	1732369	1732879	1733481	1734074
1730361	1730743	1731297	1731908	1732371	1732881	1733483	1734077
1730362	1730746	1731300	1731916	1732372	1732882	1733490	1734078
1730402	1730762	1731302	1731917	1732374	1732894	1733503	1734080
1730405	1730790	1731319	1731921	1732375	1732915	1733504	1734081
1730423	1730791	1731360	1731932	1732376	1732936	1733525	1734082
1730424	1730792	1731361	1731981	1732377	1732942	1733531	1734083
1730426	1730793	1731362	1731982	1732378	1732943	1733532	1734085
1730427	1730794	1731382	1731983	1732381	1732947	1733533	1734086
1730428	1730799	1731389	1731985	1732429	1732949	1733541	1734087
1730429	1730800	1731402	1731986	1732430	1732951	1733543	1734092
1730431	1730804	1731427	1732052	1732432	1732952	1733566	1734094
1730432	1730828	1731429	1732056	1732470	1732959	1733568	1734095
1730435	1730830	1731431	1732057	1732472	1732975	1733576	1734098
1730437	1730833	1731434	1732058	1732518	1732982	1733580	1734109
1730440	1730848	1731457	1732084	1732525	1732994	1733621	1734111
1730441	1730850	1731458	1732085	1732526	1732996	1733638	1734120
1730444	1730851	1731497	1732090	1732527	1732997	1733646	1734121
1730450	1730852	1731500	1732095	1732528	1733015	1733647	1734122
1730455	1730855	1731568	1732098	1732531	1733017	1733648	1734132
1730459	1730856	1731569	1732099	1732532	1733031	1733650	1734175
1730478	1730857	1731573	1732102	1732533	1733032	1733651	1734186
1730481	1730860	1731574	1732106	1732553	1733035	1733654	1734187
1730489	1730861	1731575	1732111	1732566	1733036	1733663	1734189
1730491	1730863	1731586	1732116	1732582	1733037	1733667	1734191
1730492	1730865	1731613	1732118	1732584	1733055	1733669	1734196
1730493	1730869	1731631	1732119	1732585	1733064	1733671	1734203
1730496	1730872	1731644	1732120	1732586	1733070	1733685	1734204
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1730501	1730948	1731684	1732127	1732593	1733097	1733760	1734207
1730502	1731034	1731699	1732128	1732601	1733102	1733772	1734221
1730504	1731035	1731717	1732129	1732602	1733132	1733773	1734243
1730505	1731036	1731718	1732130	1732605	1733136	1733775	1734272
1730515	1731038	1731738	1732131	1732626	1733146	1733777	1734273
1730516	1731059	1731762	1732138	1732630	1733149	1733779	1734275
1730518	1731060	1731763	1732143	1732632	1733163	1733780	1734277
1730522	1731071	1731765	1732150	1732633	1733221	1733782	1734280
1730528	1731073	1731767	1732152	1732637	1733225	1733801	1734317
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1730541	1731076	1731775	1732154	1732643	1733252	1733809	1734325
1730544	1731077	1731782	1732182	1732645	1733268	1733810	1734352
1730545	1731137	1731799	1732188	1732652	1733271	1733811	1734372
1730546	1731141	1731800	1732200	1732674	1733273	1733812	1734395
1730547	1731142	1731808	1732201	1732700	1733292	1733826	1734396
1730557	1731146	1731823	1732205	1732711	1733323	1733827	1734403
1730589	1731147	1731831	1732211	1732722	1733333	1733830	1734405
1730591	1731150	1731839	1732235	1732725	1733342	1733848	1734413

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1734414	1735045	1735686	1736159	1736609	1737195	1737804	1738295
1734415	1735083	1735690	1736166	1736616	1737202	1737824	1738305
1734416	1735093	1735691	1736168	1736620	1737227	1737836	1738314
1734423	1735094	1735693	1736169	1736647	1737228	1737841	1738333
1734427	1735095	1735697	1736170	1736653	1737229	1737843	1738340
1734470	1735096	1735698	1736187	1736654	1737231	1737844	1738373
1734483	1735097	1735700	1736189	1736692	1737232	1737895	1738380
1734487	1735146	1735717	1736195	1736705	1737257	1737896	1738395
1734492	1735156	1735723	1736202	1736728	1737262	1737897	1738414
1734537	1735161	1735725	1736204	1736731	1737303	1737899	1738429
1734552	1735180	1735727	1736213	1736735	1737306	1737901	1738432
1734567	1735181	1735747	1736220	1736748	1737307	1737902	1738441
1734569	1735182	1735782	1736227	1736751	1737320	1737903	1738449
1734570	1735185	1735785	1736238	1736753	1737325	1737904	1738457
1734585	1735187	1735789	1736268	1736754	1737359	1737909	1738465
1734586	1735188	1735791	1736270	1736755	1737361	1737912	1738485
1734587	1735190	1735800	1736274	1736767	1737364	1737916	1738488
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1734645	1735221	1735813	1736315	1736810	1737385	1737935	1738504
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1734686	1735238	1735816	1736319	1736827	1737406	1737946	1738509
1734692	1735247	1735817	1736320	1736839	1737408	1737971	1738513
1734695	1735250	1735837	1736323	1736843	1737409	1737977	1738525
1734708	1735252	1735845	1736330	1736867	1737434	1737983	1738547
1734720	1735256	1735846	1736336	1736868	1737435	1737984	1738549
1734748	1735270	1735851	1736356	1736869	1737472	1737987	1738552
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1734758	1735272	1735873	1736359	1736902	1737497	1738013	1738567
1734780	1735291	1735890	1736362	1736912	1737499	1738019	1738573
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1734793	1735328	1735897	1736393	1736938	1737516	1738023	1738587
1734796	1735337	1735899	1736394	1736939	1737524	1738024	1738592
1734802	1735363	1735901	1736407	1736948	1737527	1738025	1738595
1734808	1735364	1735933	1736415	1736964	1737528	1738034	1738621
1734811	1735373	1735937	1736439	1736973	1737529	1738043	1738656
1734812	1735376	1735941	1736441	1736981	1737533	1738051	1738658
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1734867	1735397	1735977	1736456	1736989	1737537	1738064	1738696
1734873	1735406	1735978	1736460	1736991	1737552	1738065	1738699
1734885	1735411	1735981	1736463	1737048	1737555	1738094	1738702
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1734963	1735587	1736111	1736552	1737130	1737757	1738185	1738861
1734968	1735595	1736113	1736557	1737141	1737765	1738195	1738862
1734983	1735608	1736116	1736559	1737153	1737766	1738208	1738875
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1734989	1735634	1736124	1736584	1737171	1737787	1738241	1738885
1734996	1735635	1736126	1736596	1737174	1737789	1738259	1738903
1735036	1735677	1736145	1736599	1737183	1737790	1738293	1738913
1735039	1735678	1736157	1736607	1737193	1737793	1738294	1738916

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1738964	1739476	1739947	1740555	1741099	1741542	1741945	1742571
1739001	1739504	1739962	1740578	1741111	1741544	1741946	1742573
1739031	1739505	1739979	1740580	1741128	1741548	1741977	1742576
1739042	1739508	1739992	1740583	1741133	1741555	1741978	1742584
1739046	1739509	1740010	1740584	1741135	1741556	1741991	1742588
1739047	1739533	1740028	1740610	1741136	1741557	1741992	1742589
1739055	1739534	1740042	1740613	1741152	1741566	1741994	1742593
1739074	1739535	1740046	1740643	1741157	1741573	1742020	1742595
1739089	1739539	1740056	1740654	1741165	1741574	1742023	1742621
1739093	1739555	1740061	1740655	1741168	1741575	1742025	1742630
1739094	1739560	1740069	1740659	1741176	1741578	1742045	1742639
1739098	1739585	1740126	1740666	1741177	1741600	1742046	1742641
1739105	1739593	1740128	1740667	1741181	1741609	1742049	1742649
1739106	1739610	1740129	1740684	1741232	1741615	1742072	1742650
1739110	1739619	1740132	1740688	1741237	1741646	1742085	1742655
1739111	1739634	1740143	1740695	1741245	1741649	1742089	1742659
1739132	1739642	1740153	1740699	1741257	1741665	1742090	1742661
1739133	1739643	1740156	1740700	1741258	1741675	1742094	1742663
1739134	1739672	1740158	1740703	1741259	1741682	1742119	1742672
1739138	1739673	1740159	1740704	1741261	1741687	1742120	1742673
1739166	1739702	1740161	1740705	1741264	1741691	1742121	1742674
1739179	1739712	1740168	1740707	1741265	1741698	1742156	1742722
1739180	1739714	1740171	1740727	1741322	1741715	1742158	1742723
1739181	1739715	1740172	1740736	1741324	1741737	1742160	1742728
1739200	1739716	1740174	1740737	1741327	1741742	1742173	1742780
1739210	1739736	1740176	1740750	1741329	1741743	1742211	1742793
1739212	1739737	1740177	1740760	1741332	1741757	1742237	1742813
1739219	1739738	1740183	1740774	1741333	1741761	1742243	1742829
1739222	1739741	1740206	1740777	1741335	1741766	1742248	1742832
1739230	1739742	1740219	1740791	1741343	1741771	1742256	1742835
1739258	1739743	1740221	1740825	1741344	1741772	1742263	1742873
1739259	1739744	1740222	1740833	1741345	1741774	1742289	1742874
1739285	1739764	1740228	1740836	1741346	1741776	1742299	1742875
1739293	1739765	1740229	1740847	1741350	1741777	1742305	1742878
1739301	1739782	1740247	1740848	1741351	1741779	1742306	1742898
1739312	1739794	1740260	1740857	1741376	1741780	1742307	1742904
1739314	1739795	1740273	1740866	1741411	1741782	1742309	1742918
1739318	1739802	1740295	1740868	1741413	1741783	1742318	1742930
1739329	1739805	1740302	1740869	1741419	1741787	1742320	1742946
1739342	1739813	1740318	1740884	1741423	1741795	1742322	1742959
1739348	1739822	1740321	1740889	1741426	1741796	1742323	1742967
1739357	1739823	1740343	1740890	1741427	1741800	1742422	1742997
1739359	1739833	1740386	1740892	1741428	1741804	1742437	1743029
1739360	1739840	1740390	1740894	1741445	1741806	1742447	1743030
1739367	1739845	1740392	1740912	1741461	1741821	1742448	1743040
1739372	1739848	1740393	1740913	1741463	1741826	1742450	1743052
1739383	1739854	1740395	1740937	1741465	1741828	1742455	1743054
1739388	1739855	1740397	1740942	1741473	1741829	1742457	1743056
1739405	1739871	1740398	1740943	1741475	1741832	1742458	1743057
1739416	1739872	1740399	1740944	1741476	1741836	1742470	1743059
1739418	1739881	1740401	1740964	1741488	1741881	1742499	1743069
1739436	1739882	1740420	1740989	1741498	1741890	1742509	1743085
1739438	1739885	1740439	1741018	1741499	1741891	1742521	1743088
1739439	1739895	1740448	1741040	1741502	1741892	1742527	1743089
1739442	1739898	1740450	1741043	1741503	1741894	1742534	1743103
1739443	1739901	1740462	1741044	1741507	1741916	1742536	1743104
1739454	1739904	1740474	1741046	1741508	1741917	1742540	1743108
1739457	1739905	1740496	1741053	1741509	1741929	1742544	1743109
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1743178	1743808	1744476	1744998	1745582	1746191	1746707	1747229
1743182	1743810	1744490	1745014	1745590	1746192	1746721	1747239
1743191	1743830	1744498	1745017	1745591	1746197	1746728	1747246
1743207	1743851	1744506	1745018	1745606	1746206	1746743	1747252
1743220	1743854	1744507	1745021	1745614	1746208	1746745	1747260
1743223	1743866	1744509	1745022	1745624	1746210	1746748	1747265
1743226	1743899	1744511	1745036	1745640	1746211	1746749	1747292
1743232	1743900	1744514	1745041	1745643	1746222	1746760	1747293
1743264	1743903	1744517	1745062	1745651	1746225	1746761	1747296
1743269	1743904	1744518	1745076	1745654	1746237	1746770	1747310
1743283	1743910	1744537	1745092	1745658	1746239	1746771	1747314
1743293	1743924	1744538	1745093	1745659	1746240	1746773	1747315
1743301	1743930	1744539	1745104	1745666	1746245	1746779	1747317
1743303	1743938	1744547	1745105	1745672	1746256	1746787	1747319
1743311	1743944	1744568	1745138	1745673	1746260	1746794	1747322
1743314	1743945	1744574	1745140	1745679	1746267	1746814	1747335
1743315	1743962	1744576	1745156	1745699	1746269	1746816	1747342
1743322	1743992	1744577	1745158	1745701	1746270	1746821	1747353
1743323	1743996	1744582	1745168	1745706	1746278	1746823	1747361
1743332	1744002	1744586	1745169	1745710	1746298	1746852	1747363
1743344	1744003	1744588	1745172	1745723	1746308	1746878	1747364
1743347	1744005	1744589	1745217	1745727	1746311	1746884	1747366
1743384	1744011	1744590	1745220	1745738	1746320	1746886	1747389
1743388	1744012	1744598	1745232	1745744	1746324	1746914	1747398
1743389	1744017	1744599	1745263	1745752	1746327	1746926	1747402
1743390	1744019	1744606	1745272	1745772	1746340	1746940	1747409
1743392	1744024	1744625	1745273	1745774	1746384	1746950	1747419
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1743432	1744051	1744629	1745302	1745797	1746399	1746957	1747430
1743433	1744066	1744655	1745325	1745798	1746440	1746958	1747441
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1743453	1744079	1744668	1745340	1745874	1746445	1746984	1747443
1743463	1744082	1744672	1745341	1745898	1746448	1746989	1747456
1743471	1744083	1744673	1745346	1745914	1746462	1747032	1747460
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1743486	1744091	1744692	1745364	1745940	1746483	1747055	1747487
1743489	1744107	1744694	1745367	1745945	1746513	1747088	1747496
1743497	1744124	1744698	1745374	1745948	1746514	1747107	1747524
1743502	1744127	1744703	1745389	1745981	1746520	1747110	1747527
1743507	1744145	1744707	1745405	1746032	1746540	1747115	1747528
1743513	1744147	1744718	1745408	1746034	1746541	1747117	1747529
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1743516	1744215	1744725	1745414	1746046	1746566	1747125	1747543
1743530	1744220	1744729	1745431	1746047	1746586	1747131	1747544
1743534	1744223	1744747	1745440	1746048	1746594	1747140	1747546
1743536	1744226	1744773	1745441	1746049	1746595	1747153	1747559
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1743554	1744234	1744817	1745486	1746059	1746605	1747161	1747638
1743557	1744273	1744822	1745510	1746068	1746606	1747164	1747650
1743594	1744274	1744823	1745513	1746086	1746635	1747165	1747686
1743603	1744275	1744830	1745514	1746088	1746636	1747166	1747692
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1743653	1744330	1744878	1745538	1746126	1746652	1747171	1747722
1743713	1744364	1744879	1745540	1746150	1746662	1747172	1747726
1743719	1744401	1744895	1745547	1746151	1746664	1747177	1747729
1743731	1744405	1744916	1745549	1746152	1746665	1747178	1747750
1743757	1744409	1744926	1745569	1746165	1746681	1747181	1747809

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1747814	1748451	1749233	1749784	1750233	1750747	1751100	1751427
1747816	1748461	1749261	1749785	1750245	1750759	1751101	1751431
1747817	1748484	1749305	1749786	1750246	1750780	1751116	1751434
1747844	1748487	1749311	1749798	1750253	1750781	1751127	1751438
1747847	1748548	1749318	1749803	1750261	1750790	1751129	1751459
1747848	1748556	1749332	1749820	1750268	1750792	1751131	1751462
1747850	1748618	1749348	1749825	1750284	1750802	1751133	1751467
1747894	1748626	1749350	1749826	1750288	1750804	1751134	1751490
1747895	1748627	1749351	1749840	1750295	1750807	1751144	1751525
1747903	1748632	1749357	1749850	1750299	1750808	1751145	1751535
1747924	1748639	1749367	1749851	1750302	1750812	1751147	1751536
1747925	1748641	1749385	1749860	1750322	1750817	1751149	1751544
1747953	1748652	1749389	1749865	1750330	1750827	1751169	1751548
1747959	1748661	1749399	1749866	1750331	1750831	1751170	1751549
1747976	1748662	1749400	1749870	1750349	1750832	1751197	1751553
1747982	1748678	1749405	1749871	1750350	1750835	1751204	1751559
1747984	1748705	1749443	1749898	1750391	1750841	1751206	1751568
1747986	1748713	1749461	1749903	1750392	1750842	1751207	1751573
1747987	1748739	1749470	1749914	1750414	1750844	1751210	1751574
1747998	1748745	1749493	1749923	1750415	1750845	1751213	1751575
1748015	1748754	1749495	1749939	1750435	1750846	1751224	1751576
1748025	1748771	1749496	1749941	1750439	1750858	1751225	1751578
1748030	1748777	1749515	1749952	1750440	1750861	1751228	1751579
1748033	1748819	1749519	1749953	1750441	1750869	1751229	1751581
1748037	1748834	1749531	1749955	1750444	1750871	1751236	1751594
1748061	1748841	1749549	1749979	1750446	1750872	1751238	1751598
1748067	1748842	1749550	1749982	1750458	1750873	1751241	1751606
1748073	1748873	1749551	1749989	1750462	1750898	1751242	1751608
1748075	1748874	1749552	1749995	1750471	1750900	1751244	1751610
1748076	1748875	1749566	1750001	1750472	1750918	1751245	1751621
1748086	1748904	1749581	1750004	1750473	1750920	1751247	1751622
1748090	1748905	1749583	1750039	1750476	1750924	1751252	1751624
1748091	1748909	1749614	1750056	1750484	1750926	1751254	1751625
1748094	1748939	1749616	1750059	1750490	1750927	1751259	1751631
1748104	1748948	1749618	1750063	1750491	1750930	1751267	1751635
1748109	1748962	1749621	1750076	1750509	1750932	1751273	1751636
1748132	1748973	1749624	1750077	1750510	1750936	1751278	1751637
1748154	1748989	1749625	1750078	1750513	1750946	1751283	1751641
1748155	1748991	1749635	1750081	1750518	1750954	1751289	1751642
1748185	1749041	1749637	1750086	1750522	1750955	1751295	1751644
1748187	1749043	1749640	1750091	1750563	1750961	1751296	1751666
1748189	1749045	1749641	1750093	1750570	1750962	1751300	1751667
1748191	1749051	1749642	1750094	1750592	1750988	1751301	1751670
1748217	1749059	1749644	1750102	1750598	1750991	1751308	1751672
1748232	1749078	1749649	1750103	1750600	1751017	1751312	1751679
1748273	1749087	1749660	1750123	1750601	1751020	1751313	1751681
1748276	1749102	1749663	1750133	1750619	1751021	1751316	1751684
1748281	1749106	1749677	1750135	1750625	1751023	1751322	1751689
1748287	1749113	1749691	1750140	1750626	1751027	1751331	1751717
1748291	1749115	1749693	1750142	1750627	1751031	1751337	1751718
1748292	1749116	1749694	1750165	1750632	1751035	1751348	1751720
1748294	1749117	1749704	1750170	1750644	1751036	1751352	1751729
1748299	1749118	1749705	1750174	1750653	1751043	1751354	1751731
1748307	1749119	1749707	1750175	1750656	1751044	1751355	1751749
1748310	1749133	1749710	1750210	1750663	1751047	1751356	1751757
1748330	1749141	1749734	1750215	1750666	1751063	1751359	1751758
1748355	1749150	1749775	1750216	1750667	1751069	1751387	1751759
1748362	1749186	1749777	1750219	1750674	1751072	1751389	1751770
1748365	1749187	1749778	1750223	1750688	1751091	1751391	1751772
1748394	1749204	1749780	1750226	1750712	1751094	1751397	1751774
1748434	1749208	1749782	1750231	1750717	1751097	1751404	1751776
1748439	1749224	1749783	1750232	1750740	1751099	1751408	1751778

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1751791	1752066	2000000572	2000002772	2000006532	2000008436	2000010183	2000013848
1751793	1752069	2000000591	2000003022	2000006563	2000008463	2000010297	2000013894
1751794	1752070	2000000592	2000003043	2000006564	2000008468	2000010324	2000013899
1751796	1752071	2000000643	2000003254	2000006586	2000008482	2000010333	2000014035
1751797	1752073	2000000689	2000003365	2000006629	2000008486	2000010359	2000014108
1751799	1752078	2000000750	2000003402	2000006630	2000008613	2000010403	2000014214
1751802	1752084	2000000804	2000003762	2000006637	2000008673	2000010455	2000014256
1751811	1752088	2000000866	2000003862	2000006638	2000008751	2000010467	2000014324
1751821	1752096	2000000882	2000003957	2000006759	2000008769	2000011513	2000014406
1751825	1752105	2000000918	2000004360	2000006766	2000008863	2000011554	2000014425
1751840	1752116	2000000921	2000004409	2000006796	2000008897	2000011567	2000014426
1751841	1752128	2000000924	2000004648	2000006828	2000008908	2000011587	2000014443
1751843	1752135	2000000942	2000004765	2000006830	2000009055	2000011588	2000014488
1751844	1752136	2000000947	2000004772	2000006870	2000009061	2000011592	2000014498
1751860	1752139	2000000994	2000004796	2000006891	2000009102	2000011616	2000014602
1751864	1752140	2000000996	2000004912	2000006900	2000009108	2000011629	2000014743
1751865	1752142	2000001000	2000004941	2000006901	2000009137	2000011644	2000014814
1751876	1752143	2000001024	2000004957	2000006913	2000009146	2000011699	2000014815
1751877	1752145	2000001035	2000005010	2000006916	2000009189	2000011718	2000014866
1751879	1752148	2000001067	2000005176	2000006919	2000009203	2000011736	2000014867
1751890	1752165	2000001123	2000005208	2000006920	2000009204	2000011737	2000014875
1751891	1752172	2000001130	2000005210	2000006937	2000009220	2000011742	2000014972
1751893	1752173	2000001175	2000005233	2000006941	2000009221	2000011767	2000014988
1751899	1752174	2000001177	2000005305	2000006993	2000009249	2000011768	2000014989
1751921	1754040	2000001217	2000005390	2000006999	2000009256	2000011813	2000015009
1751924	1754041	2000001310	2000005418	2000007562	2000009336	2000011992	2000015044
1751926	1754043	2000001396	2000005450	2000007574	2000009337	2000012002	2000015082
1751927	1754045	2000001426	2000005491	2000007577	2000009367	2000012032	2000015083
1751928	1754058	2000001481	2000005494	2000007601	2000009373	2000012033	2000015141
1751942	1754069	2000001517	2000005496	2000007697	2000009374	2000012109	2000015231
1751944	1754090	2000001572	2000005511	2000007742	2000009410	2000012131	2000015278
1751951	1754117	2000001611	2000005565	2000007772	2000009424	2000012136	2000015279
1751954	1754121	2000001628	2000005607	2000007775	2000009476	2000012138	2000015404
1751955	1754152	2000001646	2000005654	2000007778	2000009509	2000012139	2000015405
1751956	17600001	2000001667	2000005664	2000007779	2000009554	2000012140	2000015447
1751957	17600002	2000001738	2000005665	2000007788	2000009555	2000012186	2000015580
1751959	1760001	2000001749	2000005686	2000007837	2000009698	2000012221	2000015581
1751961	1760010	2000001811	2000005763	2000007872	2000009699	2000012345	2000015692
1751962	1760020	2000001812	2000005787	2000007897	2000009703	2000012383	2000015709
1751963	2000000021	2000001822	2000005806	2000007959	2000009714	2000012384	2000015710
1751966	2000000040	2000001825	2000005936	2000007960	2000009734	2000012475	2000015725
1751967	2000000078	2000001827	2000006016	2000008006	2000009735	2000012476	2000015863
1751968	2000000114	2000001901	2000006080	2000008028	2000009754	2000012644	2000015864
1751969	2000000115	2000001933	2000006081	2000008035	2000009755	2000012645	2000015869
1751970	2000000122	2000001986	2000006082	2000008040	2000009777	2000012756	2000016055
1751977	2000000140	2000002002	2000006120	2000008067	2000009793	2000012986	2000016072
1751986	2000000148	2000002003	2000006162	2000008195	2000009798	2000012987	2000016073
1751987	2000000173	2000002007	2000006187	2000008221	2000009816	2000012996	2000016208
1751996	2000000174	2000002032	2000006189	2000008252	2000009819	2000013126	2000016323
1751997	2000000186	2000002038	2000006217	2000008261	2000009820	2000013308	2000016385
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1752006	2000000304	2000002071	2000006231	2000008281	2000009845	2000013317	2000016409
1752014	2000000305	2000002240	2000006349	2000008318	2000009865	2000013318	2000016446
1752017	2000000393	2000002370	2000006350	2000008349	2000009876	2000013319	2000016491
1752022	2000000403	2000002390	2000006413	2000008361	2000009883	2000013320	2000016520
1752023	2000000453	2000002405	2000006455	2000008382	2000009933	2000013321	2000016521
1752029	2000000454	2000002406	2000006463	2000008383	2000009986	2000013324	2000016567
1752030	2000000462	2000002446	2000006464	2000008394	2000009988	2000013325	2000016568
1752034	2000000465	2000002501	2000006488	2000008414	2000009994	2000013543	2000016570
1752044	2000000503	2000002537	2000006514	2000008422	2000010025	2000013625	2000016584
1752045	2000000515	2000002538	2000006520	2000008431	2000010039	2000013681	2000016594
1752051	2000000545	2000002770	2000006531	2000008435	2000010162	2000013708	2000016631

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2000016636	2000018760	2000022462	2000025191	2000026864	2000028949	2000030650	2000031599
2000016661	2000018852	2000022470	2000025233	2000026941	2000028952	2000030677	2000031641
2000016684	2000018853	2000022524	2000025234	2000026965	2000028955	2000030691	2000031642
2000016686	2000018920	2000022684	2000025249	2000027077	2000028956	2000030710	2000031653
2000016696	2000018922	2000023019	2000025289	2000027078	2000028958	2000030735	2000031654
2000016751	2000018923	2000023034	2000025296	2000027079	2000028969	2000030736	2000031655
2000016766	2000018963	2000023035	2000025305	2000027086	2000028998	2000030757	2000031667
2000016771	2000019046	2000023194	2000025326	2000027087	2000029447	2000030775	2000031676
2000016885	2000019053	2000023204	2000025327	2000027089	2000029498	2000030794	2000031677
2000016886	2000019077	2000023583	2000025335	2000027090	2000029517	2000030814	2000031691
2000016897	2000019102	2000023584	2000025338	2000027097	2000029526	2000030849	2000031699
2000017109	2000019103	2000023694	2000025341	2000027145	2000029574	2000030862	2000031723
2000017164	2000019160	2000023695	2000025355	2000027146	2000029575	2000030924	2000031731
2000017165	2000019310	2000023752	2000025358	2000027154	2000029576	2000030928	2000031753
2000017180	2000019311	2000023849	2000025360	2000027181	2000029603	2000030932	2000031797
2000017192	2000019383	2000023857	2000025361	2000027195	2000029626	2000030933	2000031798
2000017227	2000019384	2000023858	2000025362	2000027215	2000029665	2000030935	2000031874
2000017258	2000019385	2000023892	2000025364	2000027216	2000029685	2000030936	2000031876
2000017261	2000019387	2000023957	2000025366	2000027227	2000029687	2000030937	2000031884
2000017287	2000019388	2000023968	2000025367	2000027228	2000029693	2000030938	2000031902
2000017358	2000019496	2000023984	2000025382	2000027292	2000029694	2000030959	2000031903
2000017373	2000019497	2000023994	2000025383	2000027359	2000029696	2000030961	2000032032
2000017374	2000019498	2000024037	2000025416	2000027365	2000029697	2000030962	2000032084
2000017418	2000019501	2000024049	2000025433	2000027451	2000029712	2000030963	2000032107
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2000017481	2000019542	2000024088	2000025485	2000027495	2000029746	2000031021	2000032154
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2000017502	2000019730	2000024143	2000025584	2000027560	2000029954	2000031160	2000032187
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2000017557	2000019805	2000024292	2000025659	2000027567	2000029963	2000031208	2000032191
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2000017742	2000019924	2000024448	2000025791	2000027705	2000029994	2000031247	2000032268
2000017777	2000019926	2000024458	2000025798	2000027730	2000029997	2000031255	2000032283
2000017783	2000019928	2000024519	2000025811	2000027768	2000029998	2000031256	2000032285
2000017817	2000020083	2000024576	2000025812	2000028111	2000029999	2000031259	2000032310
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2000017873	2000020087	2000024634	2000025887	2000028250	2000030218	2000031313	2000032334
2000017881	2000020124	2000024635	2000025888	2000028280	2000030247	2000031331	2000032342
2000017923	2000020290	2000024641	2000025889	2000028284	2000030251	2000031343	2000032399
2000017946	2000020291	2000024642	2000025892	2000028299	2000030289	2000031344	2000032430
2000017947	2000020874	2000024676	2000025895	2000028632	2000030315	2000031345	2000032459
2000017975	2000020875	2000024680	2000025929	2000028658	2000030325	2000031379	2000032460
2000018027	2000020876	2000024689	2000025976	2000028660	2000030370	2000031416	2000032463
2000018189	2000020918	2000024696	2000026319	2000028748	2000030372	2000031432	2000032484
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2000018227	2000021058	2000024781	2000026370	2000028761	2000030426	2000031442	2000032590
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2000018357	2000021457	2000024930	2000026564	2000028811	2000030452	2000031451	2000032713
2000018358	2000021458	2000024958	2000026567	2000028818	2000030453	2000031452	2000032714
2000018448	2000021459	2000025005	2000026568	2000028827	2000030455	2000031460	2000032781
2000018449	2000021524	2000025006	2000026610	2000028831	2000030558	2000031505	2000032782
2000018521	2000021525	2000025023	2000026632	2000028856	2000030561	2000031539	2000032800
2000018550	2000021688	2000025024	2000026682	2000028888	2000030572	2000031540	2000032825
2000018551	2000021745	2000025025	2000026683	2000028889	2000030577	2000031541	2000032859
2000018575	2000021795	2000025104	2000026775	2000028891	2000030602	2000031574	2000032860
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2000018628	2000022345	2000025128	2000026802	2000028918	2000030623	2000031597	2000032906
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2000032941	2000034827	2000040628	2000064991	2000081904	2000092712	2000104338	2000496284
2000032942	2000034843	2000040656	2000065035	2000081905	2000092713	2000104359	2000496311
2000032950	2000034901	2000040803	2000065506	2000082212	2000092714	2000104383	2000496312
2000032972	2000034949	2000040821	2000067505	2000083316	2000092820	2000104384	2000496353
2000032987	2000034959	2000040855	2000067547	2000083317	2000092885	2000104398	2000496356
2000033004	2000035079	2000040903	2000067548	2000083582	2000093072	2000104456	2000496357
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2000033010	2000035081	2000041813	2000068577	2000083646	2000093131	2000104506	2000496388
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2000033015	2000035212	2000043565	2000068946	2000084095	2000093133	2000104512	2000496506
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2000033140	2000035651	2000044859	2000069843	2000084411	2000093434	2000104528	2000496553
2000033172	2000035653	2000044860	2000070050	2000084736	2000093436	2000104562	2000496581
2000033175	2000035655	2000044861	2000070145	2000084737	2000093438	2000104573	2000496587
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20L0121532	20L0122182	20L0122865	20L0123745	20L0124799	20L0125382	20L0125967	20L0126538
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20L0121614	20L0122341	20L0122969	20L0123879	20L0124855	20L0125437	20L0126011	20L0126707
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20L0121869	20L0122495	20L0123313	20L0124067	20L0124989	20L0125720	20L0126276	20L0126866
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20L0121901	20L0122537	20L0123436	20L0124082	20L0125020	20L0125735	20L0126278	20L0126880
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20L0121975	20L0122588	20L0123534	20L0124139	20L0125154	20L0125782	20L0126329	20L0126925
20L0121979	20L0122605	20L0123554	20L0124146	20L0125163	20L0125783	20L0126343	20L0126945
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20L0126973	20L0127360	20MT034092	20MT036865	20MT039774	20MT042380	20MT045461	20MT050028
20L0126974	20L0127394	20MT034094	20MT036866	20MT039775	20MT042533	20MT045464	20MT050116
20L0126988	20L0127417	20MT034120	20MT036885	20MT039997	20MT042617	20MT045465	20MT050117
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20L0126997	20L0127444	20MT034145	20MT037004	20MT039999	20MT042625	20MT045568	20MT050447
20L0127016	20L0127463	20MT034246	20MT037005	20MT040018	20MT042626	20MT045658	20MT050712
20L0127019	20L0127480	20MT034277	20MT037006	20MT040069	20MT042629	20MT045758	20MT051190
20L0127033	20L0127488	20MT034300	20MT037010	20MT040167	20MT042630	20MT045759	20MT051299
20L0127034	20L0127493	20MT034375	20MT037157	20MT040168	20MT042631	20MT045830	20MT051341
20L0127039	20L0127494	20MT034378	20MT037229	20MT040170	20MT042778	20MT045945	20MT051617
20L0127044	20L0127498	20MT034548	20MT037259	20MT040239	20MT042959	20MT046128	20MT051618
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20L0127067	20L0127545	20MT035357	20MT037521	20MT040410	20MT043036	20MT046396	20MT052482
20L0127082	20L0127553	20MT035358	20MT037592	20MT040444	20MT043037	20MT046397	20MT052742
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20L0127139	20L0127630	20MT035576	20MT037815	20MT040735	20MT043292	20MT046884	20MT055181
20L0127147	20L0127654	20MT035611	20MT037834	20MT040760	20MT043314	20MT046966	20MT055203
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20L0127162	20L0127686	20MT035783	20MT037932	20MT040808	20MT043408	20MT047128	20MT055436
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20L0127182	20L0127694	20MT036062	20MT038126	20MT040925	20MT043572	20MT047366	20MT056587
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20MT065256	20MT076731	20MT083883	20MT091244	20MT096205	20SR058184	20SR062407	20SR062612
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20MT065759	20MT076802	20MT084457	20MT091716	20MT096870	20SR062209	20SR062435	20SR062622
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20MT067386	20MT076922	20MT084552	20MT091831	20MT097526	20SR062220	20SR062443	20SR062628
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20SR062765	20SR062947	20SR063166	20SR063333	20SR063491	20SR063617	20SR094758	20SR096383
20SR062771	20SR062948	20SR063171	20SR063335	20SR063492	20SR063620	20SR094804	20SR096434
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20UL008421	20UL009492	20UL011968	20UL012835	20UL013734	20UL014747	20UL016419	20UL017022
20UL008456	20UL009532	20UL012029	20UL012836	20UL013735	20UL014768	20UL016423	20UL017024
20UL008457	20UL009540	20UL012034	20UL012837	20UL013736	20UL014780	20UL016430	20UL017034
20UL008466	20UL009543	20UL012053	20UL012914	20UL013747	20UL014817	20UL016431	20UL017035
20UL008467	20UL009557	20UL012057	20UL013000	20UL013748	20UL014818	20UL016441	20UL017041
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20UL008553	20UL009652	20UL012153	20UL013034	20UL013809	20UL014892	20UL016486	20UL017060
20UL008554	20UL009659	20UL012189	20UL013043	20UL013817	20UL014906	20UL016499	20UL017062
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20UL008589	20UL009674	20UL012212	20UL013083	20UL013870	20UL014917	20UL016512	20UL017085
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20UL008666	20UL009732	20UL012223	20UL013106	20UL013986	20UL014977	20UL016581	20UL017102
20UL008667	20UL009818	20UL012226	20UL013107	20UL013989	20UL014980	20UL016589	20UL017137

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20UL017144	20UL017954	20UL019111	20UL020104	20UL022402	20UL024382	20UL024945	20UL025754
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20UL017158	20UL018031	20UL019157	20UL020142	20UL022412	20UL024425	20UL024953	20UL025856
20UL017175	20UL018048	20UL019162	20UL020190	20UL022413	20UL024426	20UL024956	20UL025881
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20UL017189	20UL018084	20UL019175	20UL020293	20UL022538	20UL024441	20UL025064	20UL025913
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20UL017318	20UL018210	20UL019305	20UL020560	20UL022928	20UL024526	20UL025197	20UL026050
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20UL017507	20UL018572	20UL019461	20UL020880	20UL023934	20UL024739	20UL025334	20UL026214
20UL017508	20UL018574	20UL019470	20UL020963	20UL023960	20UL024741	20UL025343	20UL026240
20UL017513	20UL018590	20UL019479	20UL021059	20UL023986	20UL024753	20UL025344	20UL026243
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20UL017543	20UL018593	20UL019495	20UL021119	20UL024002	20UL024758	20UL025350	20UL026248
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20UL017614	20UL018815	20UL019556	20UL021298	20UL024110	20UL024833	20UL025477	20UL026339
20UL017663	20UL018850	20UL019567	20UL021328	20UL024123	20UL024837	20UL025478	20UL026362
20UL017664	20UL018851	20UL019578	20UL021332	20UL024161	20UL024840	20UL025493	20UL026382
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20UL017867	20UL019084	20UL019946	20UL022179	20UL024321	20UL024934	20UL025644	20UL026505
20UL017885	20UL019085	20UL019947	20UL022189	20UL024322	20UL024935	20UL025714	20UL026507
20UL017891	20UL019087	20UL019964	20UL022307	20UL024324	20UL024936	20UL025715	20UL026513
20UL017934	20UL019090	20UL020102	20UL022346	20UL024337	20UL024941	20UL025727	20UL026529
20UL017939	20UL019110	20UL020103	20UL022347	20UL024376	20UL024943	20UL025728	20UL026530

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20UL026562	20UL027374	20UL028105	20UL028780	20UL029715	20UL030513	20UL030992	20UL031588
20UL026581	20UL027376	20UL028106	20UL028781	20UL029716	20UL030519	20UL030998	20UL031591
20UL026604	20UL027400	20UL028107	20UL028785	20UL029717	20UL030526	20UL031020	20UL031628
20UL026617	20UL027411	20UL028116	20UL028814	20UL029718	20UL030527	20UL031024	20UL031651
20UL026625	20UL027418	20UL028120	20UL028815	20UL029727	20UL030528	20UL031037	20UL031670
20UL026629	20UL027420	20UL028135	20UL028826	20UL029731	20UL030539	20UL031046	20UL031684
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20UL026648	20UL027450	20UL028163	20UL028866	20UL029762	20UL030553	20UL031069	20UL031748
20UL026654	20UL027463	20UL028164	20UL028879	20UL029776	20UL030554	20UL031075	20UL031787
20UL026657	20UL027464	20UL028191	20UL028880	20UL029781	20UL030555	20UL031083	20UL031789
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20UL026716	20UL027492	20UL028209	20UL028916	20UL029923	20UL030598	20UL031127	20UL031823
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20UL026729	20UL027509	20UL028249	20UL028963	20UL029958	20UL030626	20UL031144	20UL031880
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20UL026848	20UL027583	20UL028276	20UL029450	20UL030105	20UL030672	20UL031192	20UL032071
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20UL026875	20UL027608	20UL028611	20UL029472	20UL030138	20UL030692	20UL031229	20UL032097
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20UL033346	20UL034802	20UL039421	20WP004007	20WP010067	20WT079620	20WT081643	20WT082561
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20WT083116	20WT083835	20WT084535	20WT085217	20WT086095	20WT087051	20WT087849	20WT088582
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20WT096393	20WT097937	20WT099112	20WT100430	20WT101292	20WT103486	20WT105546	2206054
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20WT096446	20WT098068	20WT099178	20WT100448	20WT101296	20WT103523	20WT105599	2206204
20WT096546	20WT098075	20WT099222	20WT100449	20WT101308	20WT103536	20WT105603	2206285
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20WT097130	20WT098427	20WT099623	20WT100613	20WT101747	20WT103786	20WT105991	2302717

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2302878	3615366	3616645	3617743	3618693	3619846	3620591	3621422
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2303011	3615425	3616749	3617752	3618799	3619877	3620615	3621460
2303059	3615444	3616756	3617754	3618809	3619904	3620618	3621482
2303078	3615457	3616773	3617756	3618874	3619907	3620619	3621498
2303154	3615468	3616775	3617757	3618875	3619910	3620657	3621506
2303230	3615479	3616776	3617769	3618885	3619915	3620669	3621510
2303379	3615538	3616777	3617782	3618954	3619919	3620672	3621513
2303661	3615560	3616800	3617848	3618955	3619923	3620704	3621525
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3613898	3615575	3616830	3617883	3619004	3619926	3620718	3621576
3613956	3615579	3616831	3617925	3619058	3619927	3620732	3621590
3613980	3615581	3616832	3617928	3619059	3619931	3620734	3621600
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3614160	3615783	3617022	3617925	3618025	3619178	3620042	3621716
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3614897	3616269	3617323	3618392	3619541	3620306	3621071	3621993
3614903	3616288	3617326	3618400	3619570	3620309	3621118	3622011
3614915	3616303	3617329	3618409	3619571	3620312	3621129	3622012
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40WT115023	40WT116149	40WT117100	40WT118517	40WT119531	40WT120552	40WT121328	40WT122091
40WT115050	40WT116155	40WT117103	40WT118521	40WT119540	40WT120557	40WT121344	40WT122100
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40WT115167	40WT116278	40WT117384	40WT118621	40WT119649	40WT120629	40WT121434	40WT122208
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40WT123893	40WT124868	40WT125799	40WT126885	40WT127597	40WT127979	40WT128103	40WT128201

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40WT128203	40WT128311	4628428	4629570	4630823	4632111	4632892	4634013
40WT128204	40WT128313	4628430	4629575	4630843	4632116	4632940	4634016
40WT128205	40WT128315	4628464	4629578	4630887	4632118	4632944	4634027
40WT128206	40WT128318	4628497	4629579	4630906	4632119	4632967	4634028
40WT128207	40WT128319	4628509	4629620	4630908	4632134	4632969	4634049
40WT128209	40WT128321	4628518	4629623	4630912	4632143	4633004	4634071
40WT128210	40WT128322	4628541	4629624	4630923	4632147	4633005	4634074
40WT128212	40WT128323	4628543	4629626	4630924	4632164	4633022	4634077
40WT128213	40WT128325	4628544	4629627	4630926	4632177	4633091	4634079
40WT128214	40WT128328	4628547	4629753	4630958	4632181	4633109	4634080
40WT128216	40WT128329	4628555	4629763	4630959	4632210	4633119	4634124
40WT128219	40WT128332	4628557	4629767	4630960	4632237	4633168	4634169
40WT128220	40WT128333	4628560	4629794	4630968	4632254	4633172	4634180
40WT128221	40WT128336	4628570	4629808	4630969	4632281	4633229	4634184
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40WT128224	40WT128339	4628606	4629841	4630980	4632299	4633257	4634207
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40WT128239	40WT128353	4628752	4630004	4631227	4632364	4633392	4634391
40WT128244	40WT128354	4628761	4630067	4631230	4632382	4633433	4634439
40WT128245	40WT128355	4628767	4630068	4631234	4632390	4633434	4634524
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40WT128249	40WT128362	4628815	4630092	4631408	4632440	4633515	4634562
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40WT128253	40WT128365	4628908	4630280	4631525	4632464	4633547	4634594
40WT128254	40WT128366	4628933	4630371	4631532	4632466	4633557	4634635
40WT128255	40WT128368	4628934	4630387	4631537	4632499	4633563	4634636
40WT128256	40WT128371	4628956	4630482	4631546	4632525	4633569	4634658
40WT128257	40WT128372	4628968	4630484	4631548	4632529	4633588	4634659
40WT128258	40WT128378	4628969	4630564	4631568	4632552	4633594	4634662
40WT128266	40WT128379	4628975	4630565	4631588	4632568	4633612	4634669
40WT128267	40WT128383	4628995	4630583	4631591	4632721	4633673	4634677
40WT128268	40WT128384	4629019	4630584	4631606	4632722	4633677	4634718
40WT128271	40WT128387	4629035	4630585	4631613	4632735	4633686	4634739
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40WT128282	40WT128394	4629046	4630591	4631649	4632752	4633703	4634806
40WT128283	40WT128413	4629139	4630607	4631670	4632757	4633707	4634814
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40WT128286	40WT128482	4629178	4630620	4631689	4632764	4633725	4634884
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40WT128289	40WT130022	4629189	4630648	4631705	4632766	4633741	4634899
40WT128290	40WT130029	4629205	4630656	4631734	4632767	4633747	4634908
40WT128291	40WT210380	4629245	4630658	4631738	4632774	4633866	4634913
40WT128292	4627823	4629247	4630677	4631835	4632807	4633877	4634927
40WT128297	4627824	4629252	4630682	4631845	4632808	4633885	4634954
40WT128301	4628139	4629270	4630683	4631873	4632854	4633912	4634992
40WT128302	4628207	4629307	4630684	4631939	4632861	4633920	4634993
40WT128303	4628216	4629311	4630685	4631950	4632862	4633925	4634994
40WT128304	4628228	4629331	4630686	4631991	4632870	4633931	4634996
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40WT128308	4628282	4629548	4630740	4632054	4632883	4634001	4635018
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4635075	4636422	4636996	4637324	4637680	4638190	4638646	4639196
4635086	4636452	4636998	4637327	4637681	4638191	4638651	4639202
4635094	4636453	4637001	4637337	4637684	4638192	4638654	4639204
4635096	4636486	4637017	4637338	4637685	4638226	4638655	4639212
4635180	4636492	4637018	4637345	4637696	4638236	4638671	4639220
4635198	4636501	4637020	4637346	4637697	4638237	4638676	4639221
4635200	4636511	4637030	4637363	4637698	4638247	4638685	4639233
4635244	4636533	4637048	4637367	4637716	4638248	4638686	4639236
4635299	4636551	4637049	4637378	4637735	4638253	4638687	4639239
4635305	4636552	4637050	4637379	4637752	4638256	4638691	4639241
4635317	4636597	4637062	4637382	4637754	4638257	4638698	4639242
4635364	4636653	4637063	4637384	4637762	4638260	4638700	4639244
4635402	4636665	4637066	4637388	4637763	4638263	4638701	4639249
4635407	4636688	4637075	4637391	4637815	4638271	4638702	4639258
4635415	4636724	4637100	4637401	4637832	4638272	4638703	4639262
4635481	4636748	4637105	4637402	4637834	4638274	4638704	4639263
4635497	4636753	4637111	4637403	4637847	4638284	4638706	4639266
4635532	4636806	4637117	4637411	4637855	4638285	4638712	4639267
4635533	4636821	4637121	4637418	4637862	4638325	4638723	4639283
4635534	4636822	4637130	4637422	4637865	4638343	4638726	4639284
4635544	4636825	4637131	4637423	4637867	4638344	4638727	4639297
4635581	4636826	4637136	4637424	4637890	4638382	4638728	4639298
4635590	4636829	4637142	4637425	4637891	4638397	4638792	4639300
4635616	4636830	4637143	4637428	4637909	4638411	4638793	4639301
4635628	4636851	4637148	4637440	4637913	4638415	4638803	4639369
4635629	4636854	4637149	4637441	4637918	4638420	4638808	4639371
4635657	4636868	4637150	4637444	4637922	4638435	4638866	4639372
4635782	4636869	4637151	4637459	4637931	4638438	4638867	4639374
4635804	4636872	4637169	4637463	4637932	4638439	4638874	4639398
4635810	4636875	4637170	4637465	4637944	4638444	4638876	4639419
4635830	4636881	4637171	4637466	4637945	4638450	4638889	4639427
4635891	4636882	4637180	4637472	4637947	4638454	4638906	4639459
4635897	4636888	4637183	4637477	4637962	4638463	4638925	4639461
4635949	4636890	4637187	4637491	4637973	4638466	4638951	4639472
4635955	4636896	4637190	4637492	4637977	4638499	4638968	4639478
4635957	4636898	4637205	4637493	4637978	4638503	4638973	4639486
4635977	4636910	4637207	4637500	4637994	4638507	4638976	4639500
4636006	4636912	4637210	4637506	4637995	4638508	4638984	4639512
4636042	4636913	4637214	4637511	4638002	4638510	4639031	4639517
4636090	4636923	4637220	4637529	4638011	4638512	4639035	4639522
4636109	4636925	4637221	4637540	4638015	4638513	4639036	4639523
4636133	4636927	4637234	4637544	4638016	4638542	4639037	4639524
4636160	4636930	4637236	4637545	4638040	4638548	4639038	4639528
4636186	4636931	4637237	4637548	4638044	4638549	4639046	4639571
4636187	4636933	4637242	4637549	4638068	4638555	4639049	4639581
4636191	4636940	4637244	4637565	4638078	4638557	4639082	4639583
4636219	4636946	4637246	4637568	4638082	4638558	4639086	4639596
4636220	4636947	4637254	4637573	4638089	4638559	4639088	4639604
4636229	4636948	4637255	4637579	4638090	4638560	4639099	4639611
4636259	4636955	4637265	4637585	4638095	4638568	4639100	4639613
4636260	4636960	4637274	4637587	4638096	4638582	4639101	4639638
4636271	4636962	4637279	4637588	4638098	4638595	4639103	4639639
4636274	4636963	4637291	4637608	4638123	4638597	4639104	4639640
4636290	4636965	4637303	4637634	4638129	4638603	4639105	4639645
4636324	4636966	4637307	4637635	4638150	4638606	4639106	4639646
4636365	4636970	4637311	4637644	4638154	4638623	4639139	4639648
4636368	4636975	4637313	4637646	4638163	4638626	4639141	4639655
4636370	4636976	4637314	4637654	4638165	4638627	4639149	4639676
4636372	4636978	4637319	4637660	4638172	4638630	4639159	4639685
4636379	4636986	4637320	4637671	4638173	4638640	4639161	4639732
4636398	4636989	4637322	4637672	4638174	4638641	4639166	4639768
4636399	4636995	4637323	4637673	4638184	4638645	4639174	4639780

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4639781	4640476	4641326	4641853	4642192	4642788	4643355	4643881
4639805	4640482	4641327	4641857	4642199	4642794	4643359	4643882
4639811	4640486	4641329	4641873	4642200	4642796	4643373	4643885
4639820	4640507	4641330	4641877	4642202	4642803	4643376	4643887
4639824	4640510	4641341	4641882	4642225	4642811	4643379	4643906
4639835	4640513	4641342	4641885	4642226	4642816	4643401	4643927
4639836	4640518	4641344	4641887	4642241	4642822	4643413	4643935
4639844	4640542	4641385	4641888	4642250	4642841	4643422	4643937
4639886	4640543	4641386	4641891	4642258	4642842	4643424	4643941
4639894	4640582	4641388	4641894	4642261	4642843	4643425	4643947
4639897	4640605	4641411	4641901	4642265	4642850	4643430	4643951
4639916	4640615	4641414	4641904	4642266	4642854	4643450	4643956
4639932	4640619	4641423	4641905	4642278	4642862	4643461	4643959
4639933	4640642	4641427	4641956	4642284	4642882	4643462	4643986
4639938	4640643	4641445	4641968	4642285	4642901	4643463	4643987
4639940	4640657	4641460	4641970	4642321	4642911	4643464	4644004
4639954	4640658	4641487	4641973	4642342	4642916	4643467	4644027
4639955	4640701	4641493	4641975	4642343	4642919	4643476	4644029
4639976	4640714	4641494	4641994	4642346	4642925	4643510	4644031
4639985	4640731	4641495	4642008	4642347	4642926	4643545	4644035
4639987	4640732	4641510	4642016	4642366	4642928	4643552	4644036
4639998	4640805	4641511	4642020	4642367	4642932	4643554	4644039
4640023	4640814	4641534	4642027	4642412	4642937	4643555	4644069
4640025	4640836	4641543	4642032	4642414	4642947	4643569	4644070
4640026	4640850	4641544	4642033	4642420	4642954	4643571	4644076
4640035	4640905	4641545	4642038	4642421	4642968	4643599	4644083
4640044	4640928	4641564	4642039	4642433	4642980	4643606	4644094
4640045	4640933	4641582	4642069	4642436	4642982	4643607	4644095
4640053	4640934	4641648	4642070	4642474	4642983	4643608	4644108
4640086	4640949	4641650	4642071	4642483	4643010	4643631	4644109
4640088	4640957	4641660	4642072	4642494	4643011	4643652	4644111
4640108	4640963	4641661	4642074	4642499	4643033	4643653	4644155
4640116	4641009	4641664	4642079	4642518	4643052	4643654	4644168
4640123	4641024	4641667	4642092	4642547	4643061	4643656	4644169
4640143	4641039	4641683	4642097	4642557	4643066	4643661	4644172
4640144	4641049	4641688	4642099	4642561	4643067	4643675	4644174
4640147	4641058	4641689	4642100	4642568	4643101	4643689	4644177
4640151	4641064	4641694	4642103	4642569	4643102	4643713	4644178
4640157	4641069	4641712	4642104	4642584	4643109	4643714	4644179
4640158	4641083	4641717	4642108	4642594	4643136	4643716	4644180
4640161	4641086	4641745	4642110	4642610	4643146	4643735	4644196
4640164	4641088	4641752	4642113	4642611	4643172	4643740	4644201
4640166	4641104	4641759	4642114	4642613	4643186	4643742	4644209
4640170	4641107	4641765	4642115	4642617	4643187	4643743	4644217
4640171	4641109	4641783	4642116	4642626	4643188	4643771	4644226
4640184	4641110	4641796	4642129	4642635	4643189	4643774	4644280
4640190	4641116	4641802	4642135	4642641	4643197	4643775	4644281
4640195	4641140	4641814	4642137	4642648	4643199	4643777	4644285
4640215	4641167	4641816	4642143	4642656	4643220	4643778	4644294
4640216	4641189	4641819	4642157	4642676	4643221	4643806	4644300
4640249	4641192	4641820	4642160	4642683	4643226	4643807	4644301
4640250	4641214	4641821	4642161	4642686	4643235	4643808	4644302
4640280	4641215	4641822	4642164	4642710	4643250	4643809	4644308
4640282	4641219	4641829	4642165	4642712	4643261	4643810	4644313
4640290	4641224	4641835	4642173	4642713	4643267	4643812	4644339
4640308	4641234	4641838	4642174	4642715	4643275	4643813	4644341
4640314	4641256	4641844	4642175	4642716	4643287	4643817	4644347
4640316	4641257	4641846	4642182	4642743	4643299	4643820	4644350
4640322	4641259	4641849	4642183	4642751	4643301	4643829	4644353
4640347	4641291	4641850	4642188	4642756	4643302	4643860	4644363
4640348	4641307	4641851	4642190	4642770	4643303	4643862	4644399
4640362	4641311	4641852	4642191	4642784	4643335	4643868	4644406

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4644412	4645120	4645815	4646258	4646671	4648247	4648984	4649446
4644431	4645133	4645828	4646270	4646672	4648248	4648994	4649449
4644477	4645150	4645829	4646271	4646679	4648249	4649003	4649489
4644479	4645165	4645832	4646273	4646691	4648253	4649005	4649497
4644480	4645187	4645833	4646280	4646777	4648254	4649013	4649504
4644481	4645191	4645838	4646292	4646779	4648260	4649018	4649505
4644491	4645192	4645840	4646298	4646780	4648261	4649019	4649506
4644497	4645210	4645842	4646303	4646781	4648263	4649021	4649508
4644507	4645224	4645843	4646304	4646788	4648276	4649026	4649509
4644515	4645236	4645847	4646307	4646847	4648278	4649029	4649513
4644522	4645240	4645850	4646323	4646931	4648306	4649030	4649534
4644528	4645250	4645856	4646331	4646934	4648311	4649031	4649535
4644533	4645257	4645861	4646339	4646935	4648312	4649037	4649552
4644534	4645261	4645862	4646350	4646936	4648316	4649045	4649555
4644553	4645278	4645871	4646355	4647140	4648317	4649053	4649577
4644560	4645279	4645881	4646360	4647156	4648566	4649054	4649578
4644562	4645282	4645902	4646361	4647167	4648568	4649060	4649579
4644574	4645292	4645906	4646363	4647169	4648577	4649066	4649588
4644578	4645293	4645920	4646366	4647171	4648578	4649093	4649593
4644590	4645295	4645933	4646367	4647172	4648609	4649096	4649598
4644602	4645320	4645936	4646372	4647173	4648615	4649097	4649604
4644603	4645324	4645944	4646381	4647174	4648647	4649101	4649611
4644615	4645338	4645945	4646395	4647185	4648649	4649103	4649616
4644616	4645351	4645983	4646396	4647208	4648653	4649111	4649618
4644618	4645360	4646006	4646399	4647384	4648658	4649117	4649622
4644627	4645385	4646010	4646416	4647386	4648687	4649122	4649623
4644658	4645399	4646019	4646417	4647392	4648708	4649126	4649627
4644660	4645430	4646027	4646421	4647624	4648723	4649129	4649629
4644661	4645437	4646035	4646436	4647625	4648724	4649131	4649635
4644677	4645440	4646038	4646481	4647637	4648725	4649132	4649636
4644682	4645442	4646042	4646482	4647641	4648727	4649145	4649645
4644690	4645448	4646046	4646484	4647654	4648730	4649146	4649647
4644714	4645509	4646061	4646501	4647666	4648747	4649150	4649659
4644742	4645512	4646063	4646503	4647780	4648749	4649176	4649674
4644744	4645525	4646067	4646506	4647781	4648766	4649181	4649677
4644773	4645526	4646074	4646507	4648000	4648768	4649185	4649682
4644774	4645539	4646075	4646509	4648059	4648769	4649191	4649683
4644787	4645565	4646090	4646514	4648128	4648770	4649193	4649685
4644800	4645566	4646091	4646516	4648129	4648800	4649204	4649701
4644819	4645576	4646092	4646525	4648130	4648807	4649208	4649702
4644822	4645592	4646094	4646528	4648135	4648808	4649214	4649704
4644824	4645594	4646096	4646532	4648138	4648809	4649333	4649705
4644825	4645608	4646147	4646533	4648142	4648816	4649336	4649714
4644830	4645617	4646149	4646534	4648144	4648818	4649340	4649715
4644879	4645629	4646153	4646535	4648151	4648823	4649346	4649735
4644892	4645652	4646155	4646540	4648152	4648824	4649347	4649747
4644894	4645653	4646157	4646548	4648159	4648842	4649350	4649749
4644920	4645657	4646161	4646577	4648187	4648848	4649355	4649752
4644921	4645663	4646164	4646578	4648191	4648852	4649363	4649753
4644949	4645666	4646175	4646587	4648192	4648864	4649364	4649779
4645015	4645683	4646183	4646589	4648193	4648870	4649368	4649787
4645017	4645692	4646184	4646594	4648199	4648891	4649377	4649797
4645019	4645741	4646185	4646608	4648200	4648903	4649380	4649805
4645023	4645743	4646186	4646613	4648201	4648907	4649383	4649808
4645028	4645774	4646192	4646614	4648202	4648908	4649385	4649826
4645046	4645781	4646193	4646617	4648206	4648912	4649386	4649842
4645049	4645785	4646194	4646618	4648207	4648913	4649431	4649843
4645060	4645786	4646217	4646619	4648219	4648914	4649432	4649844
4645065	4645787	4646218	4646620	4648223	4648925	4649439	4649849
4645066	4645788	4646235	4646656	4648228	4648926	4649440	4649856
4645068	4645789	4646246	4646662	4648239	4648932	4649443	4649897
4645080	4645798	4646257	4646666	4648241	4648939	4649444	4649921

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4649941	9631016	9638763	9640670	9646856	9647535	9648426	9652968
4649946	9631902	9638779	9640672	9646857	9647609	9648434	9652971
4649977	9632590	9638780	9640673	9646858	9647610	9648435	9652973
4649990	9632596	9638782	9640676	9646859	9647689	9648455	9652977
4650017	9632606	9638934	9640677	9646860	9647694	9648457	9652989
4650018	9632607	9638935	9640744	9646873	9647695	9648467	9652990
4650044	9632634	9639093	9640755	9646878	9647701	9648468	9653014
4650045	9632635	9639452	9640756	9646894	9647704	9648471	9653015
4650047	9632636	9639453	9640789	9646895	9647713	9648472	9653018
4650068	9632639	9639454	9640790	9646899	9647727	9648473	9653035
4650069	9632651	9639564	9640792	9646908	9647728	9648478	9653037
4650070	9632653	9639928	9640794	9646922	9647739	9648486	9653044
4650073	9632654	9639929	9640869	9646923	9647744	9648490	9653090
4650079	9632655	9640174	9640870	9646924	9647752	9648494	9653093
4650087	9632656	9640175	9640872	9646927	9647768	9648499	9653098
4650089	9632657	9640177	9640873	9646952	9647784	9648500	9653101
4650091	9632663	9640178	9640893	9646971	9647804	9648501	9653109
4650116	9632664	9640179	9640896	9646999	9647808	9648502	9653111
4650176	9632670	9640180	9640897	9647008	9647809	9648503	9653123
4650185	9632673	9640276	9640898	9647035	9647821	9648505	9653125
4650197	9632676	9640278	9640899	9647037	9647823	9648507	9653141
4650220	9632677	9640366	9640900	9647050	9647826	9648508	9653146
4650300	9632686	9640371	9640914	9647055	9647827	9648513	9653149
4650310	9632687	9640372	9640980	9647056	9647835	9648514	9653154
4650313	9632689	9640375	9640989	9647057	9647836	9648518	9653155
4650314	9632706	9640377	9640995	9647096	9647837	9648519	9653160
4650329	9632707	9640381	9641699	9647097	9647861	9648520	9653179
4650336	9632775	9640382	9641879	9647115	9647899	9648521	9653185
4650337	9632785	9640384	9642227	9647117	9647900	9648526	9653206
4650410	9632787	9640385	9642231	9647127	9647908	9648528	9653214
4650429	9632788	9640389	9642232	9647128	9647909	9648538	9653215
5632058	9632900	9640395	9642578	9647148	9647910	9648697	9653235
5633339	9632911	9640397	9643100	9647149	9647911	9648754	9653236
5633399	9632932	9640398	9643251	9647210	9647946	9648755	9653239
5633468	9632990	9640399	9643252	9647211	9647953	9649116	9653246
5634030	9632991	9640400	9643253	9647219	9647954	9649454	9653250
5644166	9633049	9640401	9643254	9647230	9647955	9649457	9653254
5646077	9633050	9640407	9644291	9647231	9648024	9649474	9653260
9629646	9633051	9640408	9644524	9647261	9648025	9651313	9653271
9629648	9633101	9640413	9644541	9647262	9648037	9651316	9653281
9629649	9633102	9640414	9644612	9647264	9648044	9651317	9653317
9629655	9633103	9640428	9644976	9647265	9648077	9651318	9653331
9629656	9634501	9640429	9645934	9647295	9648092	9651323	9653350
9629663	9634562	9640430	9645935	9647337	9648093	9651502	9653355
9629664	9635433	9640432	9646623	9647350	9648107	9651503	9653366
9629666	9635435	9640433	9646624	9647357	9648110	9651700	9653375
9629693	9635436	9640434	9646626	9647362	9648323	9651701	9653394
9629699	9635635	9640437	9646633	9647375	9648324	9651872	9653395
9629700	9635636	9640439	9646650	9647402	9648333	9651873	9653396
9629701	9635671	9640440	9646651	9647416	9648335	9651874	9653403
9629724	9635849	9640441	9646694	9647419	9648342	9651970	9653420
9629725	9635852	9640444	9646726	9647425	9648357	9651972	9653446
9629728	9635866	9640445	9646732	9647426	9648360	9651977	9653455
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9629731	9635886	9640448	9646755	9647436	9648369	9651979	9653468
9629810	9636702	9640449	9646762	9647443	9648370	9652275	9653473
9630291	9637515	9640450	9646763	9647447	9648375	9652569	9653522
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BMLU00043	BMLU00386	BMLU00591	BMLU00780	BMLU00953	BMLU01235	1690506	1691218
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BMLU00064	BMLU00396	BMLU00593	BMLU00788	BMLU00961	BMLU01238	1690560	1691225
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BMLU00083	BMLU00424	BMLU00608	BMLU00812	BMLU00989	BMLU01264	1690686	1691300
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BMLU00127	BMLU00438	BMLU00613	BMLU00820	BMLU01021	DWU005615	1690710	1691325
BMLU00136	BMLU00439	BMLU00616	BMLU00826	BMLU01023	8	1690713	1691344
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BMLU00144	BMLU00442	BMLU00624	BMLU00830	BMLU01027	4	1690742	1691372
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BMLU00235	BMLU00493	BMLU00668	BMLU00868	BMLU01090	1684282	1690912	1691448
BMLU00236	BMLU00496	BMLU00674	BMLU00873	BMLU01091	1686018	1690920	1691457
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1691556	1691918	1692202	1692435	1692658	1692857	1693121	1693328
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1691559	1691938	1692204	1692451	1692668	1692871	1693124	1693336
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1691656	1692017	1692246	1692493	1692690	1692912	1693160	1693395
1691662	1692021	1692247	1692502	1692694	1692915	1693162	1693396
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1691686	1692039	1692251	1692504	1692702	1692928	1693166	1693400
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1691736	1692052	1692273	1692515	1692726	1692939	1693176	1693411
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1691748	1692057	1692299	1692521	1692738	1692965	1693190	1693431
1691749	1692058	1692305	1692522	1692740	1692968	1693202	1693432
1691753	1692061	1692307	1692523	1692741	1692971	1693206	1693433
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1691784	1692075	1692318	1692543	1692768	1692994	1693240	1693452
1691789	1692077	1692320	1692545	1692777	1692996	1693244	1693454
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1691800	1692093	1692325	1692561	1692782	1693009	1693246	1693463
1691810	1692096	1692329	1692562	1692784	1693010	1693248	1693464
1691811	1692099	1692330	1692564	1692785	1693011	1693250	1693467
1691812	1692100	1692334	1692569	1692787	1693013	1693252	1693474
1691817	1692103	1692337	1692570	1692788	1693014	1693253	1693476
1691828	1692104	1692339	1692580	1692790	1693028	1693254	1693479
1691842	1692111	1692353	1692582	1692792	1693052	1693257	1693487
1691848	1692115	1692357	1692583	1692801	1693056	1693263	1693488
1691849	1692122	1692360	1692591	1692809	1693060	1693264	1693503
1691856	1692127	1692361	1692593	1692814	1693061	1693269	1693507
1691857	1692128	1692365	1692602	1692819	1693074	1693272	1693508
1691864	1692131	1692367	1692607	1692820	1693075	1693273	1693516

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1693517	1693819	1694033	1694352	1694616	1694866	1695153	1695402
1693535	1693825	1694038	1694355	1694620	1694869	1695161	1695407
1693539	1693827	1694040	1694356	1694624	1694870	1695162	1695419
1693549	1693828	1694042	1694368	1694627	1694871	1695163	1695425
1693550	1693831	1694046	1694372	1694628	1694872	1695164	1695434
1693551	1693832	1694070	1694377	1694634	1694873	1695165	1695437
1693553	1693833	1694071	1694381	1694635	1694879	1695166	1695440
1693556	1693835	1694078	1694383	1694636	1694880	1695170	1695446
1693558	1693840	1694081	1694387	1694638	1694881	1695173	1695451
1693559	1693844	1694087	1694389	1694639	1694886	1695177	1695456
1693567	1693849	1694088	1694397	1694641	1694888	1695178	1695457
1693577	1693851	1694101	1694403	1694644	1694891	1695183	1695470
1693586	1693856	1694113	1694416	1694658	1694894	1695184	1695471
1693589	1693857	1694117	1694420	1694665	1694896	1695185	1695472
1693606	1693860	1694127	1694426	1694666	1694904	1695199	1695473
1693622	1693863	1694129	1694439	1694671	1694907	1695200	1695474
1693623	1693865	1694130	1694441	1694676	1694908	1695201	1695476
1693624	1693867	1694132	1694444	1694677	1694909	1695203	1695477
1693626	1693869	1694136	1694445	1694679	1694916	1695204	1695478
1693627	1693881	1694139	1694447	1694683	1694923	1695207	1695479
1693628	1693885	1694141	1694449	1694684	1694930	1695220	1695484
1693632	1693890	1694145	1694450	1694685	1694935	1695222	1695485
1693635	1693896	1694147	1694457	1694689	1694939	1695230	1695486
1693639	1693903	1694149	1694458	1694690	1694951	1695233	1695492
1693640	1693905	1694150	1694459	1694695	1694964	1695236	1695494
1693641	1693908	1694151	1694461	1694699	1694991	1695242	1695495
1693648	1693910	1694155	1694462	1694704	1694994	1695243	1695497
1693652	1693912	1694160	1694468	1694706	1694995	1695249	1695498
1693654	1693917	1694166	1694483	1694715	1695003	1695253	1695505
1693663	1693918	1694168	1694487	1694716	1695005	1695254	1695509
1693664	1693919	1694169	1694491	1694720	1695006	1695255	1695510
1693673	1693920	1694171	1694492	1694735	1695008	1695261	1695515
1693684	1693921	1694172	1694496	1694736	1695012	1695272	1695517
1693685	1693928	1694177	1694505	1694737	1695014	1695273	1695518
1693686	1693930	1694178	1694506	1694738	1695015	1695277	1695528
1693688	1693931	1694186	1694511	1694750	1695018	1695278	1695531
1693690	1693935	1694214	1694518	1694752	1695034	1695282	1695532
1693695	1693936	1694226	1694529	1694757	1695035	1695288	1695533
1693706	1693958	1694231	1694535	1694760	1695043	1695291	1695534
1693709	1693960	1694234	1694536	1694762	1695050	1695293	1695539
1693716	1693961	1694235	1694538	1694767	1695051	1695309	1695541
1693726	1693962	1694239	1694544	1694770	1695053	1695310	1695543
1693728	1693964	1694242	1694545	1694771	1695067	1695316	1695546
1693739	1693967	1694245	1694550	1694773	1695068	1695326	1695549
1693740	1693968	1694251	1694556	1694777	1695069	1695329	1695553
1693743	1693969	1694258	1694557	1694778	1695070	1695338	1695555
1693745	1693970	1694269	1694559	1694782	1695101	1695343	1695556
1693748	1693974	1694270	1694560	1694787	1695103	1695349	1695557
1693749	1693975	1694273	1694561	1694790	1695105	1695355	1695561
1693775	1693976	1694286	1694565	1694791	1695106	1695357	1695575
1693776	1693978	1694296	1694566	1694800	1695107	1695364	1695576
1693777	1693992	1694301	1694569	1694818	1695109	1695365	1695585
1693780	1693993	1694302	1694572	1694819	1695117	1695366	1695587
1693782	1693994	1694303	1694583	1694824	1695124	1695367	1695593
1693783	1693995	1694308	1694584	1694825	1695131	1695372	1695594
1693787	1693996	1694318	1694585	1694834	1695134	1695375	1695595
1693789	1693998	1694325	1694586	1694840	1695136	1695377	1695600
1693790	1694012	1694328	1694587	1694843	1695137	1695380	1695601
1693799	1694013	1694331	1694593	1694846	1695140	1695388	1695602
1693807	1694015	1694339	1694595	1694847	1695141	1695390	1695603
1693809	1694016	1694340	1694603	1694854	1695142	1695396	1695606
1693810	1694027	1694343	1694613	1694858	1695149	1695401	1695607

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1695610	1695911	1696169	1696451	1696755	1697036	1697339	1697686
1695618	1695914	1696171	1696452	1696756	1697039	1697341	1697688
1695625	1695915	1696172	1696453	1696759	1697043	1697342	1697689
1695629	1695916	1696189	1696455	1696766	1697049	1697344	1697690
1695630	1695917	1696222	1696464	1696771	1697050	1697348	1697692
1695636	1695918	1696242	1696468	1696772	1697053	1697354	1697702
1695637	1695919	1696245	1696469	1696779	1697062	1697356	1697708
1695639	1695921	1696248	1696472	1696780	1697073	1697376	1697729
1695643	1695929	1696256	1696474	1696789	1697075	1697377	1697730
1695648	1695935	1696257	1696476	1696796	1697077	1697386	1697732
1695660	1695936	1696261	1696481	1696797	1697081	1697388	1697733
1695662	1695942	1696266	1696495	1696804	1697082	1697403	1697737
1695669	1695943	1696267	1696499	1696806	1697083	1697404	1697747
1695670	1695948	1696275	1696504	1696817	1697090	1697408	1697748
1695672	1695949	1696278	1696524	1696830	1697094	1697431	1697755
1695677	1695953	1696279	1696527	1696835	1697096	1697439	1697763
1695679	1695955	1696280	1696528	1696842	1697109	1697440	1697764
1695684	1695957	1696285	1696532	1696852	1697123	1697456	1697765
1695688	1695959	1696286	1696536	1696853	1697128	1697466	1697767
1695689	1695974	1696287	1696537	1696854	1697132	1697468	1697770
1695691	1695975	1696291	1696538	1696855	1697143	1697477	1697776
1695694	1695978	1696298	1696539	1696862	1697146	1697478	1697777
1695695	1695980	1696317	1696550	1696863	1697149	1697491	1697778
1695699	1695998	1696319	1696551	1696868	1697150	1697492	1697780
1695700	1695999	1696321	1696552	1696869	1697153	1697509	1697782
1695706	1696000	1696323	1696562	1696870	1697161	1697517	1697783
1695711	1696002	1696324	1696563	1696877	1697162	1697521	1697785
1695715	1696004	1696325	1696567	1696885	1697164	1697522	1697787
1695716	1696006	1696326	1696568	1696893	1697169	1697523	1697792
1695718	1696021	1696327	1696569	1696922	1697182	1697527	1697794
1695719	1696022	1696333	1696577	1696923	1697197	1697528	1697798
1695734	1696024	1696335	1696578	1696924	1697201	1697532	1697805
1695735	1696027	1696336	1696582	1696926	1697209	1697533	1697807
1695751	1696028	1696342	1696586	1696939	1697210	1697535	1697812
1695756	1696029	1696348	1696587	1696941	1697213	1697549	1697813
1695757	1696030	1696350	1696617	1696942	1697215	1697551	1697818
1695761	1696034	1696357	1696618	1696947	1697219	1697552	1697820
1695763	1696041	1696358	1696626	1696952	1697220	1697563	1697823
1695765	1696042	1696361	1696633	1696955	1697224	1697565	1697828
1695786	1696043	1696366	1696640	1696956	1697225	1697566	1697830
1695794	1696059	1696368	1696643	1696958	1697233	1697567	1697834
1695796	1696062	1696370	1696678	1696961	1697235	1697568	1697840
1695804	1696063	1696371	1696691	1696962	1697238	1697570	1697849
1695805	1696065	1696372	1696695	1696963	1697241	1697590	1697854
1695813	1696069	1696373	1696696	1696965	1697242	1697591	1697855
1695815	1696070	1696379	1696701	1696973	1697246	1697599	1697856
1695818	1696079	1696388	1696706	1696982	1697254	1697601	1697868
1695835	1696087	1696391	1696707	1696983	1697256	1697605	1697869
1695839	1696089	1696394	1696713	1696989	1697267	1697611	1697871
1695850	1696091	1696395	1696716	1696995	1697272	1697612	1697874
1695853	1696099	1696396	1696720	1696998	1697282	1697616	1697876
1695861	1696102	1696397	1696721	1696999	1697284	1697618	1697884
1695874	1696104	1696404	1696722	1697002	1697285	1697626	1697887
1695886	1696107	1696427	1696723	1697003	1697294	1697633	1697888
1695887	1696108	1696430	1696726	1697005	1697295	1697640	1697889
1695890	1696112	1696431	1696727	1697016	1697296	1697641	1697893
1695891	1696113	1696432	1696728	1697017	1697301	1697650	1697894
1695892	1696114	1696434	1696729	1697020	1697303	1697660	1697895
1695900	1696141	1696439	1696734	1697021	1697323	1697661	1697896
1695906	1696155	1696443	1696735	1697025	1697335	1697665	1697897
1695909	1696164	1696446	1696751	1697028	1697337	1697677	1697898
1695910	1696165	1696450	1696754	1697034	1697338	1697684	1697900

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1697905	1698154	1698425	1698806	1699190	1699509	1699867	1700186
1697906	1698164	1698426	1698815	1699208	1699516	1699871	1700200
1697907	1698167	1698431	1698816	1699209	1699522	1699881	1700203
1697910	1698170	1698433	1698820	1699225	1699523	1699898	1700214
1697911	1698172	1698436	1698830	1699227	1699535	1699899	1700220
1697914	1698174	1698438	1698831	1699231	1699537	1699900	1700222
1697918	1698182	1698446	1698832	1699257	1699543	1699904	1700240
1697924	1698186	1698447	1698833	1699258	1699551	1699920	1700249
1697930	1698189	1698463	1698836	1699262	1699561	1699922	1700256
1697949	1698190	1698464	1698840	1699263	1699564	1699924	1700259
1697956	1698191	1698466	1698849	1699270	1699565	1699929	1700267
1697958	1698192	1698467	1698855	1699271	1699575	1699936	1700279
1697972	1698193	1698473	1698861	1699277	1699578	1699937	1700283
1697977	1698194	1698474	1698873	1699285	1699580	1699945	1700285
1697978	1698195	1698475	1698874	1699287	1699597	1699946	1700305
1697980	1698196	1698481	1698876	1699291	1699602	1699949	1700319
1697983	1698201	1698484	1698877	1699318	1699629	1699969	1700331
1697986	1698218	1698487	1698882	1699319	1699630	1699973	1700335
1697991	1698219	1698488	1698883	1699320	1699643	1699977	1700337
1697992	1698223	1698494	1698894	1699324	1699644	1699981	1700338
1698000	1698224	1698495	1698905	1699327	1699648	1699982	1700353
1698001	1698228	1698514	1698906	1699329	1699649	1699983	1700356
1698002	1698229	1698515	1698918	1699330	1699650	1699991	1700367
1698004	1698230	1698520	1698920	1699333	1699651	1699992	1700368
1698007	1698240	1698528	1698921	1699348	1699652	1699993	1700370
1698009	1698241	1698529	1698922	1699353	1699655	1700002	1700372
1698010	1698244	1698532	1698930	1699354	1699674	1700007	1700373
1698019	1698249	1698535	1698932	1699355	1699676	1700008	1700375
1698020	1698250	1698538	1698938	1699358	1699682	1700037	1700392
1698027	1698251	1698544	1698945	1699359	1699692	1700038	1700398
1698043	1698261	1698546	1698948	1699363	1699698	1700042	1700399
1698044	1698272	1698547	1698951	1699393	1699699	1700049	1700400
1698046	1698273	1698551	1698972	1699394	1699702	1700050	1700401
1698050	1698284	1698552	1698981	1699403	1699703	1700052	1700405
1698051	1698286	1698558	1698987	1699406	1699704	1700055	1700406
1698069	1698287	1698564	1699002	1699411	1699709	1700060	1700410
1698073	1698292	1698565	1699007	1699412	1699710	1700062	1700411
1698075	1698293	1698570	1699010	1699413	1699729	1700075	1700412
1698077	1698294	1698571	1699014	1699414	1699730	1700094	1700413
1698083	1698295	1698584	1699016	1699415	1699734	1700098	1700425
1698084	1698297	1698602	1699017	1699416	1699739	1700101	1700426
1698091	1698309	1698603	1699026	1699420	1699740	1700109	1700427
1698093	1698312	1698604	1699045	1699424	1699741	1700118	1700431
1698097	1698323	1698628	1699055	1699433	1699742	1700120	1700435
1698098	1698331	1698647	1699058	1699434	1699775	1700123	1700436
1698110	1698333	1698658	1699061	1699435	1699777	1700124	1700441
1698111	1698336	1698667	1699069	1699440	1699781	1700128	1700445
1698113	1698353	1698672	1699070	1699441	1699784	1700129	1700446
1698115	1698354	1698697	1699076	1699443	1699785	1700131	1700447
1698118	1698355	1698709	1699092	1699444	1699791	1700132	1700459
1698120	1698363	1698720	1699097	1699445	1699797	1700133	1700460
1698121	1698364	1698722	1699113	1699447	1699802	1700135	1700461
1698122	1698370	1698727	1699121	1699451	1699806	1700138	1700469
1698126	1698371	1698744	1699134	1699455	1699813	1700140	1700488
1698127	1698372	1698745	1699135	1699462	1699814	1700152	1700493
1698129	1698387	1698746	1699148	1699471	1699822	1700153	1700495
1698131	1698391	1698786	1699153	1699472	1699824	1700156	1700509
1698135	1698393	1698787	1699162	1699482	1699849	1700157	1700514
1698138	1698397	1698788	1699165	1699483	1699851	1700159	1700520
1698143	1698413	1698796	1699175	1699495	1699858	1700163	1700524
1698146	1698418	1698801	1699179	1699506	1699865	1700165	1700526
1698153	1698422	1698804	1699189	1699507	1699866	1700176	1700527

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1700528	1700775	1701031	1701207	1701443	1701647	1701807	1702019
1700529	1700776	1701032	1701208	1701444	1701650	1701810	1702023
1700531	1700782	1701040	1701209	1701452	1701653	1701811	1702035
1700534	1700783	1701042	1701213	1701454	1701654	1701814	1702039
1700535	1700785	1701045	1701214	1701455	1701657	1701825	1702042
1700536	1700787	1701046	1701215	1701457	1701658	1701826	1702045
1700549	1700788	1701047	1701217	1701458	1701660	1701830	1702047
1700563	1700790	1701049	1701218	1701463	1701661	1701831	1702050
1700565	1700791	1701050	1701219	1701466	1701662	1701832	1702052
1700566	1700798	1701060	1701220	1701468	1701676	1701833	1702053
1700567	1700803	1701062	1701221	1701472	1701677	1701838	1702055
1700570	1700804	1701063	1701222	1701473	1701682	1701839	1702056
1700576	1700815	1701064	1701223	1701478	1701684	1701850	1702058
1700579	1700816	1701067	1701226	1701480	1701690	1701854	1702060
1700580	1700817	1701068	1701232	1701481	1701691	1701856	1702061
1700582	1700818	1701069	1701238	1701491	1701692	1701859	1702063
1700584	1700833	1701070	1701239	1701495	1701693	1701862	1702065
1700598	1700835	1701071	1701242	1701505	1701694	1701867	1702071
1700599	1700841	1701072	1701243	1701506	1701695	1701869	1702074
1700606	1700843	1701075	1701251	1701508	1701700	1701870	1702076
1700607	1700851	1701076	1701265	1701510	1701705	1701872	1702081
1700608	1700853	1701077	1701267	1701512	1701707	1701874	1702087
1700609	1700854	1701078	1701268	1701513	1701709	1701878	1702095
1700610	1700856	1701079	1701269	1701518	1701712	1701881	1702096
1700611	1700858	1701080	1701270	1701519	1701713	1701893	1702098
1700614	1700861	1701081	1701271	1701521	1701714	1701896	1702100
1700616	1700868	1701082	1701276	1701522	1701720	1701897	1702101
1700617	1700870	1701094	1701277	1701524	1701721	1701899	1702102
1700623	1700876	1701098	1701287	1701528	1701723	1701901	1702103
1700625	1700877	1701099	1701291	1701529	1701724	1701902	1702117
1700626	1700884	1701114	1701292	1701530	1701725	1701903	1702118
1700629	1700886	1701120	1701293	1701535	1701726	1701912	1702119
1700630	1700887	1701126	1701294	1701536	1701733	1701913	1702122
1700631	1700897	1701130	1701295	1701539	1701735	1701915	1702123
1700634	1700903	1701135	1701296	1701541	1701736	1701918	1702124
1700635	1700914	1701136	1701304	1701544	1701737	1701919	1702125
1700643	1700915	1701142	1701305	1701547	1701741	1701934	1702128
1700651	1700921	1701149	1701306	1701551	1701742	1701940	1702129
1700653	1700940	1701150	1701311	1701552	1701743	1701944	1702134
1700657	1700942	1701151	1701320	1701555	1701745	1701945	1702135
1700658	1700945	1701152	1701322	1701557	1701752	1701946	1702142
1700679	1700947	1701154	1701323	1701558	1701753	1701947	1702143
1700680	1700957	1701166	1701333	1701561	1701755	1701948	1702144
1700681	1700958	1701167	1701339	1701563	1701759	1701950	1702145
1700688	1700959	1701169	1701344	1701564	1701760	1701951	1702146
1700699	1700961	1701170	1701351	1701576	1701761	1701952	1702147
1700700	1700971	1701171	1701360	1701583	1701762	1701953	1702148
1700706	1700976	1701176	1701362	1701585	1701763	1701957	1702149
1700728	1700983	1701177	1701367	1701586	1701771	1701959	1702150
1700736	1700984	1701178	1701369	1701594	1701772	1701964	1702151
1700738	1700990	1701179	1701382	1701602	1701773	1701966	1702153
1700739	1700992	1701182	1701386	1701606	1701781	1701967	1702158
1700746	1700993	1701183	1701394	1701611	1701782	1701969	1702169
1700747	1700995	1701184	1701401	1701624	1701783	1701970	1702170
1700748	1701003	1701185	1701404	1701625	1701788	1701978	1702171
1700755	1701006	1701187	1701405	1701627	1701792	1701979	1702174
1700757	1701012	1701192	1701408	1701633	1701794	1701981	1702183
1700758	1701013	1701195	1701425	1701635	1701796	1701982	1702196
1700760	1701014	1701197	1701429	1701636	1701797	1701983	1702197
1700762	1701015	1701198	1701432	1701637	1701801	1701986	1702208
1700764	1701027	1701199	1701439	1701638	1701803	1702014	1702213
1700765	1701028	1701206	1701440	1701639	1701805	1702018	1702215

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1702217	1702408	1702599	1702819	1703038	1703208	1703404	1703596
1702218	1702410	1702603	1702821	1703045	1703211	1703410	1703597
1702220	1702411	1702608	1702822	1703046	1703212	1703416	1703599
1702224	1702413	1702614	1702823	1703048	1703214	1703423	1703603
1702227	1702417	1702618	1702824	1703052	1703216	1703431	1703604
1702228	1702418	1702622	1702826	1703053	1703218	1703451	1703618
1702229	1702419	1702623	1702829	1703057	1703219	1703452	1703620
1702232	1702420	1702626	1702834	1703061	1703220	1703453	1703622
1702240	1702422	1702628	1702836	1703063	1703225	1703454	1703624
1702246	1702423	1702636	1702837	1703064	1703231	1703455	1703629
1702247	1702424	1702637	1702838	1703065	1703238	1703457	1703631
1702248	1702425	1702638	1702839	1703066	1703243	1703459	1703634
1702249	1702431	1702640	1702840	1703070	1703250	1703460	1703641
1702259	1702432	1702641	1702841	1703075	1703253	1703461	1703644
1702262	1702433	1702645	1702842	1703076	1703257	1703462	1703645
1702266	1702439	1702646	1702843	1703077	1703258	1703464	1703649
1702267	1702442	1702650	1702847	1703079	1703260	1703465	1703652
1702277	1702445	1702653	1702849	1703094	1703262	1703468	1703653
1702280	1702446	1702657	1702852	1703098	1703272	1703471	1703654
1702282	1702447	1702660	1702858	1703112	1703278	1703472	1703658
1702284	1702448	1702667	1702859	1703113	1703279	1703475	1703659
1702285	1702451	1702674	1702860	1703116	1703288	1703478	1703660
1702287	1702452	1702675	1702862	1703117	1703290	1703484	1703661
1702288	1702453	1702676	1702864	1703122	1703292	1703491	1703662
1702303	1702454	1702677	1702868	1703126	1703298	1703492	1703663
1702305	1702458	1702678	1702870	1703129	1703301	1703493	1703664
1702313	1702460	1702679	1702876	1703130	1703304	1703494	1703665
1702317	1702461	1702692	1702878	1703131	1703306	1703495	1703667
1702318	1702472	1702706	1702891	1703133	1703307	1703496	1703668
1702321	1702479	1702707	1702895	1703134	1703308	1703498	1703671
1702322	1702483	1702708	1702897	1703135	1703309	1703501	1703672
1702323	1702485	1702709	1702900	1703136	1703310	1703504	1703676
1702325	1702486	1702712	1702906	1703139	1703312	1703507	1703677
1702326	1702493	1702716	1702920	1703147	1703313	1703508	1703679
1702328	1702503	1702717	1702922	1703148	1703314	1703509	1703682
1702333	1702505	1702719	1702923	1703149	1703316	1703510	1703684
1702337	1702510	1702723	1702926	1703152	1703319	1703511	1703690
1702338	1702511	1702724	1702928	1703157	1703320	1703529	1703695
1702340	1702514	1702727	1702929	1703160	1703328	1703531	1703696
1702350	1702515	1702730	1702931	1703162	1703332	1703532	1703700
1702352	1702519	1702731	1702936	1703166	1703334	1703533	1703702
1702354	1702520	1702734	1702942	1703168	1703336	1703540	1703705
1702358	1702523	1702736	1702947	1703169	1703338	1703545	1703709
1702360	1702525	1702738	1702948	1703170	1703339	1703551	1703710
1702363	1702526	1702739	1702949	1703171	1703343	1703554	1703711
1702365	1702528	1702744	1702952	1703172	1703345	1703559	1703717
1702372	1702532	1702745	1702954	1703173	1703349	1703566	1703718
1702373	1702533	1702746	1702959	1703174	1703350	1703567	1703719
1702374	1702539	1702748	1702962	1703177	1703352	1703570	1703721
1702385	1702540	1702756	1702963	1703178	1703353	1703577	1703722
1702389	1702543	1702757	1702966	1703179	1703354	1703578	1703723
1702390	1702549	1702762	1702970	1703180	1703356	1703579	1703729
1702391	1702561	1702764	1702975	1703183	1703364	1703580	1703730
1702392	1702564	1702765	1702990	1703184	1703365	1703581	1703756
1702393	1702568	1702766	1702991	1703185	1703367	1703582	1703763
1702394	1702570	1702786	1702993	1703188	1703369	1703583	1703765
1702395	1702574	1702810	1702997	1703191	1703370	1703584	1703766
1702397	1702579	1702814	1703025	1703194	1703371	1703585	1703768
1702398	1702586	1702815	1703030	1703195	1703381	1703586	1703769
1702399	1702590	1702816	1703034	1703204	1703387	1703592	1703779
1702402	1702592	1702817	1703035	1703205	1703391	1703594	1703782
1702405	1702593	1702818	1703036	1703207	1703401	1703595	1703784

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1703786	1703987	1704129	1704324	1704476	1704691	1704862	1705037
1703792	1703990	1704130	1704326	1704483	1704692	1704866	1705038
1703793	1703993	1704135	1704327	1704487	1704697	1704867	1705039
1703801	1703994	1704136	1704328	1704488	1704698	1704868	1705040
1703803	1703996	1704142	1704331	1704489	1704699	1704871	1705041
1703804	1704005	1704145	1704332	1704490	1704703	1704875	1705042
1703809	1704006	1704146	1704333	1704492	1704704	1704895	1705046
1703810	1704008	1704148	1704335	1704498	1704707	1704897	1705047
1703811	1704014	1704150	1704344	1704499	1704708	1704900	1705048
1703814	1704016	1704154	1704345	1704501	1704719	1704901	1705049
1703819	1704017	1704155	1704346	1704504	1704721	1704907	1705050
1703820	1704018	1704156	1704348	1704505	1704722	1704913	1705051
1703828	1704020	1704162	1704349	1704506	1704728	1704916	1705053
1703829	1704021	1704163	1704350	1704509	1704731	1704925	1705054
1703839	1704023	1704164	1704351	1704526	1704737	1704928	1705063
1703840	1704024	1704169	1704352	1704535	1704738	1704934	1705066
1703845	1704028	1704170	1704354	1704537	1704739	1704936	1705067
1703846	1704029	1704173	1704355	1704546	1704740	1704939	1705068
1703850	1704033	1704177	1704356	1704553	1704752	1704943	1705070
1703856	1704035	1704189	1704357	1704559	1704756	1704944	1705073
1703857	1704039	1704191	1704362	1704560	1704759	1704950	1705077
1703862	1704042	1704193	1704363	1704562	1704766	1704952	1705078
1703863	1704044	1704194	1704366	1704566	1704767	1704959	1705080
1703864	1704045	1704195	1704367	1704567	1704769	1704961	1705083
1703866	1704049	1704196	1704371	1704568	1704770	1704964	1705094
1703867	1704057	1704198	1704376	1704569	1704771	1704965	1705096
1703871	1704060	1704209	1704379	1704571	1704772	1704966	1705103
1703873	1704063	1704214	1704384	1704576	1704773	1704967	1705118
1703874	1704064	1704215	1704393	1704583	1704774	1704968	1705119
1703876	1704065	1704217	1704395	1704584	1704775	1704969	1705120
1703877	1704066	1704218	1704396	1704588	1704777	1704971	1705124
1703878	1704071	1704219	1704398	1704595	1704779	1704973	1705125
1703879	1704072	1704222	1704399	1704602	1704797	1704974	1705126
1703880	1704073	1704228	1704400	1704606	1704798	1704975	1705127
1703881	1704074	1704229	1704401	1704607	1704801	1704977	1705128
1703885	1704076	1704231	1704404	1704608	1704802	1704979	1705134
1703886	1704080	1704232	1704406	1704617	1704804	1704984	1705135
1703889	1704081	1704235	1704410	1704618	1704805	1704987	1705138
1703890	1704084	1704236	1704417	1704619	1704807	1704989	1705139
1703894	1704085	1704237	1704422	1704631	1704808	1704990	1705140
1703899	1704090	1704240	1704423	1704644	1704809	1704991	1705144
1703900	1704091	1704244	1704424	1704648	1704810	1704992	1705145
1703901	1704092	1704247	1704425	1704650	1704814	1704993	1705150
1703908	1704099	1704255	1704427	1704659	1704815	1704994	1705151
1703910	1704101	1704256	1704433	1704660	1704817	1704995	1705152
1703919	1704102	1704262	1704435	1704663	1704818	1704996	1705154
1703923	1704103	1704263	1704436	1704664	1704819	1704997	1705167
1703933	1704104	1704275	1704437	1704666	1704820	1704998	1705168
1703936	1704105	1704277	1704444	1704669	1704826	1704999	1705169
1703937	1704106	1704278	1704446	1704671	1704827	1705003	1705172
1703948	1704108	1704284	1704449	1704672	1704834	1705011	1705181
1703949	1704109	1704295	1704452	1704673	1704840	1705012	1705183
1703952	1704110	1704297	1704454	1704674	1704850	1705016	1705184
1703955	1704111	1704299	1704457	1704680	1704851	1705017	1705187
1703956	1704112	1704301	1704458	1704681	1704852	1705018	1705188
1703960	1704114	1704304	1704459	1704682	1704854	1705019	1705190
1703963	1704116	1704305	1704460	1704684	1704855	1705020	1705195
1703964	1704118	1704306	1704463	1704686	1704856	1705023	1705196
1703975	1704120	1704309	1704465	1704687	1704857	1705026	1705198
1703981	1704121	1704310	1704468	1704688	1704858	1705028	1705204
1703985	1704126	1704318	1704473	1704689	1704859	1705030	1705206
1703986	1704127	1704321	1704474	1704690	1704861	1705032	1705208

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1705209	1705356	1705514	1705671	1705856	1706032	1706216	1706364
1705210	1705357	1705517	1705672	1705865	1706036	1706218	1706365
1705213	1705358	1705521	1705674	1705866	1706040	1706219	1706368
1705217	1705359	1705522	1705675	1705868	1706044	1706223	1706370
1705220	1705363	1705523	1705684	1705869	1706047	1706226	1706371
1705226	1705367	1705524	1705685	1705872	1706049	1706228	1706372
1705227	1705368	1705525	1705688	1705873	1706054	1706229	1706374
1705229	1705372	1705529	1705695	1705875	1706056	1706230	1706377
1705231	1705374	1705530	1705697	1705880	1706058	1706232	1706385
1705232	1705377	1705546	1705698	1705884	1706063	1706236	1706386
1705233	1705383	1705547	1705703	1705889	1706067	1706238	1706387
1705234	1705385	1705548	1705704	1705894	1706070	1706239	1706388
1705235	1705387	1705549	1705706	1705896	1706074	1706240	1706390
1705238	1705388	1705556	1705707	1705897	1706075	1706246	1706391
1705243	1705390	1705564	1705709	1705898	1706079	1706247	1706392
1705244	1705398	1705566	1705710	1705899	1706080	1706250	1706394
1705247	1705399	1705567	1705715	1705900	1706085	1706252	1706396
1705248	1705407	1705571	1705717	1705902	1706096	1706257	1706397
1705250	1705411	1705575	1705718	1705903	1706098	1706260	1706399
1705251	1705413	1705577	1705722	1705904	1706100	1706264	1706400
1705253	1705415	1705579	1705723	1705909	1706111	1706265	1706402
1705258	1705426	1705580	1705725	1705910	1706114	1706266	1706403
1705265	1705429	1705582	1705728	1705911	1706115	1706267	1706404
1705266	1705430	1705584	1705735	1705912	1706117	1706268	1706407
1705269	1705435	1705588	1705736	1705913	1706119	1706270	1706408
1705276	1705436	1705590	1705738	1705919	1706120	1706273	1706410
1705278	1705437	1705592	1705739	1705920	1706123	1706274	1706411
1705279	1705441	1705593	1705740	1705921	1706128	1706275	1706412
1705281	1705442	1705595	1705743	1705923	1706131	1706276	1706413
1705289	1705443	1705598	1705749	1705925	1706132	1706277	1706414
1705292	1705445	1705604	1705764	1705926	1706133	1706278	1706415
1705293	1705450	1705609	1705765	1705927	1706135	1706281	1706416
1705305	1705451	1705611	1705766	1705929	1706136	1706282	1706418
1705307	1705452	1705612	1705772	1705930	1706138	1706285	1706421
1705308	1705453	1705615	1705781	1705931	1706141	1706288	1706422
1705309	1705455	1705619	1705786	1705939	1706142	1706289	1706424
1705311	1705460	1705620	1705787	1705942	1706143	1706292	1706426
1705314	1705461	1705623	1705790	1705944	1706147	1706294	1706428
1705315	1705464	1705624	1705793	1705958	1706148	1706296	1706430
1705316	1705469	1705628	1705794	1705959	1706152	1706297	1706431
1705317	1705470	1705629	1705795	1705962	1706155	1706300	1706433
1705318	1705475	1705630	1705796	1705963	1706164	1706310	1706438
1705319	1705476	1705631	1705797	1705966	1706170	1706311	1706442
1705320	1705477	1705635	1705799	1705967	1706173	1706312	1706449
1705321	1705478	1705636	1705802	1705971	1706174	1706315	1706452
1705322	1705479	1705637	1705808	1705972	1706177	1706316	1706454
1705323	1705482	1705638	1705809	1705975	1706178	1706322	1706457
1705324	1705483	1705640	1705810	1705976	1706179	1706323	1706471
1705325	1705485	1705641	1705813	1705981	1706184	1706326	1706473
1705331	1705486	1705643	1705817	1705983	1706185	1706335	1706476
1705332	1705487	1705645	1705818	1705986	1706186	1706336	1706480
1705334	1705488	1705656	1705819	1705991	1706189	1706338	1706482
1705336	1705490	1705658	1705826	1705996	1706190	1706339	1706485
1705338	1705491	1705660	1705831	1706007	1706202	1706341	1706486
1705341	1705492	1705661	1705834	1706008	1706203	1706347	1706488
1705342	1705493	1705663	1705838	1706014	1706204	1706348	1706489
1705343	1705495	1705665	1705839	1706025	1706206	1706351	1706490
1705344	1705497	1705666	1705842	1706026	1706207	1706352	1706491
1705345	1705500	1705667	1705843	1706027	1706209	1706353	1706501
1705346	1705502	1705668	1705846	1706028	1706210	1706359	1706502
1705349	1705510	1705669	1705848	1706030	1706214	1706360	1706508
1705354	1705512	1705670	1705851	1706031	1706215	1706362	1706509

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1706512	1706690	1706861	1707092	1707242	1707392	1707551	1707706
1706513	1706691	1706864	1707098	1707245	1707393	1707553	1707707
1706514	1706693	1706870	1707102	1707246	1707394	1707556	1707709
1706520	1706698	1706872	1707103	1707247	1707395	1707563	1707710
1706546	1706704	1706876	1707105	1707248	1707400	1707565	1707711
1706547	1706709	1706878	1707106	1707249	1707401	1707566	1707712
1706550	1706712	1706880	1707122	1707255	1707402	1707569	1707713
1706551	1706716	1706882	1707124	1707264	1707405	1707570	1707716
1706554	1706717	1706884	1707127	1707265	1707406	1707572	1707720
1706557	1706721	1706896	1707129	1707277	1707409	1707573	1707722
1706562	1706723	1706897	1707132	1707281	1707411	1707576	1707723
1706570	1706724	1706905	1707133	1707284	1707412	1707578	1707725
1706571	1706725	1706914	1707135	1707285	1707413	1707581	1707732
1706576	1706727	1706918	1707136	1707290	1707414	1707589	1707734
1706580	1706733	1706922	1707137	1707291	1707415	1707590	1707743
1706581	1706739	1706935	1707138	1707292	1707416	1707591	1707744
1706585	1706750	1706936	1707139	1707293	1707417	1707592	1707748
1706589	1706755	1706939	1707140	1707294	1707423	1707596	1707749
1706591	1706760	1706942	1707141	1707295	1707424	1707597	1707751
1706593	1706764	1706943	1707143	1707296	1707425	1707598	1707754
1706594	1706768	1706947	1707144	1707297	1707426	1707599	1707755
1706595	1706769	1706950	1707146	1707298	1707427	1707602	1707756
1706602	1706770	1706955	1707147	1707299	1707428	1707604	1707757
1706603	1706776	1706956	1707148	1707301	1707430	1707609	1707758
1706604	1706777	1706960	1707152	1707302	1707431	1707615	1707759
1706608	1706779	1706965	1707153	1707303	1707434	1707616	1707760
1706609	1706780	1706967	1707160	1707304	1707437	1707619	1707762
1706610	1706782	1706968	1707163	1707306	1707441	1707624	1707764
1706614	1706783	1706972	1707166	1707313	1707442	1707625	1707766
1706619	1706785	1706973	1707168	1707314	1707445	1707626	1707769
1706628	1706787	1706975	1707171	1707315	1707446	1707628	1707771
1706632	1706788	1706978	1707172	1707316	1707447	1707632	1707774
1706633	1706789	1706982	1707174	1707317	1707448	1707636	1707778
1706634	1706792	1706984	1707180	1707318	1707449	1707637	1707781
1706635	1706797	1706986	1707185	1707319	1707450	1707638	1707782
1706636	1706801	1706989	1707186	1707320	1707454	1707640	1707787
1706637	1706803	1706994	1707187	1707321	1707455	1707644	1707788
1706642	1706806	1706999	1707189	1707323	1707458	1707647	1707795
1706643	1706807	1707008	1707190	1707324	1707459	1707650	1707796
1706644	1706808	1707009	1707191	1707326	1707468	1707651	1707798
1706645	1706809	1707010	1707193	1707329	1707471	1707652	1707799
1706648	1706813	1707016	1707194	1707334	1707474	1707655	1707800
1706651	1706819	1707020	1707196	1707335	1707480	1707656	1707801
1706652	1706820	1707031	1707198	1707336	1707484	1707657	1707805
1706653	1706821	1707032	1707199	1707338	1707485	1707658	1707806
1706655	1706822	1707033	1707202	1707339	1707487	1707663	1707815
1706657	1706823	1707040	1707204	1707341	1707488	1707665	1707816
1706659	1706824	1707041	1707205	1707343	1707493	1707666	1707819
1706660	1706825	1707042	1707207	1707345	1707499	1707667	1707820
1706661	1706826	1707043	1707208	1707347	1707500	1707668	1707823
1706663	1706828	1707044	1707210	1707350	1707501	1707670	1707833
1706664	1706830	1707051	1707214	1707351	1707504	1707676	1707834
1706665	1706831	1707052	1707217	1707358	1707514	1707682	1707841
1706667	1706839	1707056	1707218	1707370	1707516	1707683	1707842
1706676	1706840	1707073	1707219	1707371	1707519	1707684	1707843
1706678	1706842	1707075	1707220	1707372	1707520	1707689	1707844
1706679	1706843	1707077	1707221	1707374	1707521	1707691	1707845
1706681	1706844	1707083	1707223	1707375	1707522	1707695	1707847
1706683	1706847	1707085	1707226	1707378	1707525	1707697	1707862
1706684	1706850	1707087	1707233	1707384	1707526	1707702	1707863
1706686	1706856	1707088	1707234	1707385	1707528	1707703	1707864
1706689	1706859	1707091	1707238	1707389	1707531	1707705	1707865

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1707867	1708061	1708246	1708406	1708530	1708704	1708849	1709026
1707869	1708062	1708250	1708407	1708533	1708705	1708850	1709029
1707878	1708063	1708260	1708408	1708542	1708708	1708851	1709030
1707879	1708064	1708261	1708411	1708547	1708715	1708864	1709031
1707885	1708066	1708266	1708412	1708548	1708717	1708865	1709032
1707886	1708067	1708267	1708414	1708551	1708719	1708868	1709033
1707890	1708068	1708268	1708420	1708554	1708720	1708869	1709034
1707898	1708072	1708269	1708422	1708560	1708722	1708872	1709039
1707899	1708082	1708272	1708423	1708561	1708723	1708874	1709044
1707900	1708085	1708274	1708425	1708563	1708731	1708875	1709047
1707904	1708086	1708277	1708426	1708567	1708732	1708880	1709049
1707906	1708090	1708278	1708427	1708570	1708735	1708882	1709051
1707911	1708093	1708282	1708433	1708573	1708737	1708883	1709052
1707914	1708099	1708293	1708434	1708576	1708740	1708885	1709053
1707918	1708100	1708297	1708437	1708577	1708742	1708886	1709054
1707919	1708105	1708299	1708438	1708579	1708744	1708887	1709055
1707929	1708112	1708303	1708439	1708583	1708747	1708892	1709057
1707930	1708114	1708305	1708441	1708586	1708748	1708893	1709059
1707931	1708115	1708306	1708445	1708587	1708749	1708895	1709060
1707932	1708117	1708311	1708447	1708588	1708750	1708896	1709064
1707934	1708121	1708312	1708449	1708590	1708752	1708897	1709065
1707935	1708123	1708313	1708450	1708593	1708753	1708901	1709067
1707937	1708124	1708314	1708455	1708596	1708755	1708903	1709075
1707939	1708126	1708320	1708457	1708597	1708760	1708905	1709076
1707940	1708128	1708321	1708459	1708598	1708761	1708907	1709080
1707951	1708129	1708325	1708460	1708603	1708762	1708908	1709082
1707952	1708131	1708337	1708461	1708606	1708767	1708916	1709085
1707955	1708133	1708338	1708464	1708610	1708768	1708917	1709089
1707956	1708134	1708339	1708465	1708611	1708770	1708929	1709091
1707957	1708135	1708340	1708466	1708613	1708771	1708930	1709092
1707962	1708138	1708345	1708468	1708614	1708773	1708932	1709093
1707963	1708139	1708346	1708474	1708619	1708776	1708933	1709094
1707964	1708140	1708347	1708476	1708626	1708777	1708937	1709095
1707966	1708142	1708350	1708478	1708635	1708778	1708940	1709099
1707969	1708149	1708351	1708480	1708636	1708785	1708943	1709101
1707970	1708155	1708352	1708482	1708638	1708791	1708946	1709108
1707971	1708156	1708354	1708484	1708639	1708792	1708954	1709110
1707975	1708158	1708355	1708486	1708640	1708794	1708956	1709113
1707977	1708160	1708356	1708487	1708645	1708795	1708957	1709115
1707980	1708163	1708360	1708489	1708646	1708798	1708958	1709116
1707988	1708166	1708362	1708491	1708647	1708802	1708959	1709118
1707990	1708172	1708364	1708492	1708651	1708803	1708977	1709119
1708007	1708177	1708366	1708493	1708655	1708804	1708978	1709120
1708009	1708178	1708369	1708494	1708656	1708805	1708981	1709124
1708010	1708180	1708371	1708495	1708657	1708806	1708985	1709128
1708011	1708189	1708375	1708498	1708658	1708808	1708986	1709129
1708013	1708191	1708377	1708500	1708664	1708809	1708990	1709131
1708016	1708195	1708378	1708502	1708667	1708814	1708992	1709132
1708017	1708196	1708381	1708505	1708671	1708815	1708993	1709134
1708022	1708200	1708382	1708506	1708672	1708816	1708995	1709136
1708026	1708201	1708385	1708508	1708675	1708817	1709003	1709138
1708028	1708206	1708386	1708512	1708676	1708818	1709010	1709140
1708029	1708207	1708387	1708515	1708677	1708819	1709012	1709141
1708030	1708208	1708388	1708516	1708678	1708820	1709013	1709142
1708031	1708216	1708389	1708517	1708679	1708821	1709014	1709145
1708035	1708217	1708393	1708519	1708680	1708823	1709015	1709147
1708039	1708220	1708394	1708520	1708686	1708825	1709017	1709148
1708045	1708221	1708396	1708521	1708687	1708832	1709018	1709149
1708046	1708226	1708397	1708523	1708696	1708834	1709019	1709154
1708047	1708228	1708400	1708524	1708697	1708836	1709020	1709155
1708058	1708231	1708401	1708527	1708700	1708838	1709023	1709157
1708060	1708239	1708404	1708528	1708702	1708842	1709024	1709159

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1709160	1709315	1709474	1709622	1709754	1709919	1710076	1710242
1709163	1709316	1709476	1709623	1709756	1709921	1710080	1710243
1709168	1709317	1709484	1709625	1709767	1709922	1710082	1710247
1709171	1709320	1709486	1709628	1709770	1709923	1710084	1710249
1709172	1709322	1709487	1709629	1709771	1709926	1710092	1710250
1709178	1709328	1709488	1709631	1709773	1709929	1710097	1710251
1709182	1709330	1709490	1709635	1709774	1709931	1710100	1710254
1709183	1709339	1709491	1709636	1709777	1709932	1710101	1710256
1709185	1709340	1709492	1709637	1709781	1709935	1710105	1710257
1709187	1709363	1709494	1709638	1709784	1709936	1710107	1710258
1709195	1709364	1709497	1709643	1709793	1709937	1710112	1710259
1709204	1709365	1709498	1709644	1709800	1709938	1710120	1710261
1709212	1709366	1709505	1709645	1709801	1709940	1710121	1710262
1709217	1709367	1709508	1709649	1709813	1709944	1710123	1710264
1709218	1709368	1709509	1709650	1709814	1709949	1710127	1710265
1709219	1709369	1709511	1709654	1709816	1709950	1710131	1710268
1709220	1709370	1709512	1709655	1709820	1709952	1710132	1710269
1709221	1709371	1709513	1709657	1709821	1709957	1710136	1710270
1709223	1709372	1709514	1709658	1709822	1709959	1710137	1710275
1709225	1709375	1709515	1709662	1709824	1709960	1710140	1710276
1709231	1709377	1709528	1709666	1709825	1709963	1710142	1710277
1709235	1709379	1709529	1709667	1709829	1709964	1710143	1710278
1709236	1709382	1709530	1709669	1709830	1709968	1710144	1710281
1709238	1709383	1709531	1709670	1709831	1709969	1710145	1710284
1709240	1709387	1709532	1709672	1709837	1709970	1710147	1710285
1709246	1709393	1709533	1709673	1709840	1709971	1710150	1710288
1709247	1709395	1709534	1709674	1709842	1709972	1710151	1710293
1709248	1709396	1709538	1709675	1709844	1709973	1710152	1710302
1709250	1709397	1709539	1709676	1709845	1709974	1710155	1710303
1709251	1709398	1709544	1709677	1709849	1709975	1710158	1710305
1709252	1709399	1709545	1709679	1709853	1709976	1710160	1710320
1709254	1709401	1709552	1709683	1709861	1709980	1710168	1710321
1709260	1709402	1709553	1709684	1709862	1709981	1710169	1710327
1709261	1709404	1709554	1709685	1709863	1709983	1710170	1710328
1709262	1709405	1709557	1709688	1709864	1709984	1710179	1710330
1709263	1709408	1709558	1709696	1709865	1709987	1710181	1710332
1709264	1709414	1709559	1709698	1709866	1709988	1710182	1710341
1709265	1709416	1709560	1709699	1709868	1709989	1710183	1710343
1709266	1709419	1709561	1709700	1709870	1710019	1710187	1710345
1709269	1709420	1709562	1709702	1709871	1710021	1710190	1710350
1709270	1709426	1709564	1709704	1709874	1710022	1710193	1710351
1709271	1709427	1709567	1709706	1709875	1710023	1710198	1710352
1709272	1709428	1709568	1709708	1709881	1710027	1710199	1710353
1709273	1709430	1709580	1709709	1709885	1710028	1710200	1710354
1709274	1709431	1709582	1709710	1709887	1710030	1710204	1710367
1709275	1709432	1709583	1709716	1709888	1710032	1710205	1710368
1709279	1709433	1709590	1709717	1709892	1710033	1710206	1710369
1709285	1709434	1709594	1709718	1709893	1710037	1710208	1710373
1709286	1709435	1709598	1709721	1709894	1710041	1710209	1710377
1709287	1709436	1709599	1709722	1709895	1710042	1710211	1710378
1709293	1709438	1709601	1709723	1709896	1710044	1710215	1710383
1709294	1709439	1709604	1709726	1709897	1710046	1710219	1710385
1709295	1709442	1709605	1709727	1709899	1710051	1710223	1710386
1709299	1709445	1709607	1709728	1709901	1710053	1710224	1710388
1709302	1709450	1709609	1709729	1709902	1710057	1710227	1710389
1709304	1709451	1709610	1709734	1709904	1710058	1710229	1710390
1709307	1709452	1709611	1709740	1709907	1710060	1710231	1710391
1709308	1709457	1709612	1709745	1709908	1710062	1710232	1710392
1709309	1709459	1709616	1709746	1709909	1710063	1710234	1710393
1709312	1709460	1709618	1709748	1709912	1710067	1710235	1710394
1709313	1709462	1709619	1709750	1709917	1710072	1710237	1710395
1709314	1709466	1709620	1709751	1709918	1710075	1710239	1710396

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1710398	1710542	1710692	1710872	1711065	1711183	1711355	1711543
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1710407	1710547	1710695	1710881	1711072	1711193	1711363	1711552
1710408	1710548	1710696	1710885	1711074	1711194	1711366	1711557
1710409	1710561	1710697	1710886	1711075	1711197	1711372	1711558
1710410	1710562	1710699	1710887	1711076	1711205	1711373	1711562
1710412	1710565	1710701	1710889	1711077	1711212	1711378	1711563
1710413	1710570	1710702	1710891	1711078	1711215	1711380	1711564
1710417	1710573	1710704	1710894	1711080	1711231	1711382	1711566
1710418	1710580	1710713	1710896	1711081	1711235	1711383	1711568
1710419	1710588	1710715	1710903	1711082	1711237	1711384	1711569
1710420	1710594	1710723	1710904	1711083	1711238	1711385	1711572
1710432	1710597	1710736	1710918	1711084	1711239	1711389	1711576
1710433	1710602	1710737	1710922	1711090	1711242	1711390	1711580
1710441	1710603	1710743	1710923	1711093	1711244	1711391	1711588
1710442	1710606	1710744	1710927	1711094	1711245	1711395	1711596
1710444	1710608	1710745	1710934	1711095	1711256	1711396	1711597
1710445	1710609	1710748	1710936	1711096	1711257	1711397	1711598
1710447	1710610	1710749	1710945	1711098	1711258	1711398	1711599
1710450	1710616	1710750	1710951	1711100	1711261	1711399	1711600
1710452	1710617	1710751	1710957	1711101	1711264	1711403	1711601
1710453	1710623	1710752	1710960	1711108	1711266	1711404	1711603
1710456	1710624	1710767	1710962	1711110	1711267	1711405	1711605
1710457	1710627	1710768	1710963	1711111	1711270	1711406	1711606
1710458	1710628	1710771	1710964	1711112	1711271	1711413	1711609
1710461	1710629	1710772	1710967	1711114	1711276	1711422	1711610
1710462	1710631	1710780	1710968	1711115	1711277	1711424	1711612
1710463	1710632	1710784	1710972	1711118	1711278	1711425	1711613
1710464	1710633	1710792	1710976	1711120	1711279	1711426	1711614
1710465	1710634	1710794	1710978	1711124	1711281	1711427	1711615
1710467	1710635	1710803	1710980	1711127	1711286	1711428	1711617
1710469	1710636	1710804	1710981	1711130	1711287	1711434	1711619
1710470	1710637	1710805	1710982	1711131	1711290	1711441	1711622
1710472	1710643	1710806	1710986	1711132	1711293	1711446	1711623
1710473	1710646	1710807	1710987	1711133	1711294	1711447	1711626
1710474	1710649	1710809	1710990	1711135	1711295	1711448	1711627
1710475	1710651	1710810	1710991	1711136	1711296	1711449	1711628
1710476	1710657	1710811	1710992	1711138	1711297	1711452	1711634
1710477	1710660	1710812	1710998	1711139	1711300	1711456	1711635
1710480	1710661	1710813	1711003	1711140	1711301	1711464	1711639
1710482	1710662	1710814	1711007	1711141	1711309	1711466	1711640
1710483	1710664	1710815	1711012	1711146	1711310	1711469	1711647
1710485	1710665	1710816	1711014	1711147	1711313	1711471	1711649
1710487	1710667	1710821	1711016	1711150	1711317	1711472	1711650
1710492	1710668	1710824	1711017	1711151	1711321	1711480	1711653
1710493	1710669	1710833	1711018	1711152	1711322	1711483	1711654
1710496	1710670	1710835	1711025	1711155	1711323	1711485	1711655
1710499	1710671	1710837	1711031	1711159	1711328	1711491	1711657
1710501	1710673	1710838	1711037	1711160	1711332	1711494	1711658
1710502	1710676	1710839	1711038	1711161	1711333	1711499	1711659
1710504	1710677	1710840	1711039	1711163	1711334	1711502	1711660
1710505	1710679	1710842	1711040	1711165	1711335	1711522	1711661
1710506	1710680	1710845	1711041	1711166	1711336	1711523	1711662
1710519	1710681	1710846	1711046	1711167	1711339	1711527	1711665
1710521	1710683	1710848	1711047	1711168	1711340	1711528	1711666
1710522	1710684	1710854	1711048	1711170	1711341	1711530	1711667
1710523	1710685	1710861	1711053	1711173	1711343	1711531	1711668
1710524	1710686	1710862	1711057	1711175	1711344	1711534	1711670
1710526	1710689	1710864	1711060	1711176	1711347	1711535	1711672
1710527	1710690	1710866	1711061	1711177	1711349	1711536	1711680
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1711687	1711849	1712027	1712228	1712433	1712572	1712765	1712955
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1711694	1711855	1712030	1712230	1712439	1712584	1712774	1712962
1711695	1711856	1712031	1712234	1712440	1712585	1712777	1712963
1711696	1711859	1712032	1712239	1712447	1712588	1712778	1712964
1711698	1711860	1712038	1712245	1712448	1712591	1712781	1712965
1711700	1711862	1712039	1712253	1712453	1712593	1712782	1712966
1711703	1711867	1712046	1712255	1712455	1712595	1712783	1712977
1711708	1711868	1712056	1712256	1712461	1712597	1712784	1712978
1711710	1711869	1712062	1712257	1712462	1712603	1712789	1712982
1711713	1711870	1712063	1712258	1712465	1712604	1712797	1712984
1711714	1711872	1712071	1712259	1712466	1712613	1712802	1712985
1711715	1711878	1712074	1712260	1712468	1712614	1712803	1712986
1711718	1711881	1712078	1712267	1712469	1712617	1712805	1712987
1711719	1711882	1712081	1712269	1712472	1712618	1712807	1712988
1711720	1711887	1712094	1712270	1712473	1712619	1712808	1712989
1711721	1711888	1712097	1712275	1712474	1712625	1712816	1712992
1711724	1711894	1712098	1712277	1712475	1712628	1712818	1712993
1711725	1711895	1712105	1712279	1712476	1712635	1712819	1712994
1711726	1711899	1712106	1712281	1712478	1712636	1712821	1712995
1711734	1711900	1712111	1712283	1712479	1712640	1712828	1712996
1711736	1711901	1712113	1712284	1712480	1712642	1712829	1713000
1711751	1711903	1712114	1712288	1712481	1712645	1712830	1713002
1711758	1711905	1712115	1712289	1712485	1712651	1712833	1713003
1711759	1711906	1712117	1712294	1712489	1712666	1712836	1713005
1711761	1711909	1712120	1712297	1712490	1712667	1712838	1713007
1711766	1711911	1712122	1712298	1712491	1712670	1712839	1713009
1711767	1711912	1712124	1712308	1712492	1712671	1712841	1713010
1711771	1711915	1712126	1712310	1712493	1712672	1712842	1713011
1711772	1711917	1712136	1712312	1712494	1712673	1712849	1713015
1711773	1711918	1712138	1712313	1712495	1712677	1712850	1713017
1711774	1711919	1712139	1712314	1712498	1712679	1712859	1713021
1711775	1711921	1712140	1712315	1712499	1712680	1712872	1713023
1711778	1711922	1712141	1712317	1712500	1712686	1712874	1713026
1711789	1711925	1712147	1712318	1712501	1712687	1712875	1713028
1711790	1711927	1712148	1712319	1712502	1712688	1712878	1713030
1711795	1711944	1712149	1712321	1712503	1712689	1712879	1713033
1711796	1711946	1712151	1712322	1712505	1712690	1712894	1713034
1711799	1711947	1712152	1712324	1712509	1712693	1712896	1713043
1711800	1711950	1712153	1712328	1712512	1712701	1712897	1713046
1711801	1711957	1712154	1712330	1712514	1712704	1712901	1713049
1711802	1711958	1712157	1712331	1712521	1712705	1712903	1713050
1711805	1711960	1712158	1712332	1712525	1712706	1712904	1713051
1711809	1711963	1712161	1712335	1712527	1712708	1712905	1713053
1711811	1711964	1712163	1712337	1712529	1712710	1712907	1713054
1711820	1711965	1712164	1712339	1712535	1712712	1712912	1713055
1711823	1711967	1712171	1712340	1712541	1712714	1712919	1713056
1711825	1711979	1712174	1712342	1712543	1712718	1712920	1713057
1711826	1711981	1712175	1712375	1712544	1712721	1712922	1713059
1711827	1711983	1712196	1712378	1712546	1712723	1712924	1713063
1711828	1711986	1712197	1712383	1712549	1712724	1712925	1713064
1711829	1711988	1712199	1712386	1712550	1712725	1712927	1713066
1711834	1711989	1712200	1712388	1712552	1712726	1712929	1713067
1711836	1711991	1712202	1712390	1712557	1712729	1712933	1713068
1711837	1711996	1712204	1712396	1712558	1712730	1712934	1713070
1711838	1711998	1712205	1712401	1712559	1712732	1712936	1713071
1711841	1711999	1712207	1712402	1712560	1712737	1712937	1713079
1711843	1712003	1712209	1712406	1712562	1712740	1712940	1713082
1711844	1712004	1712211	1712408	1712563	1712750	1712941	1713083
1711845	1712009	1712212	1712409	1712564	1712752	1712950	1713084
1711846	1712011	1712215	1712415	1712568	1712754	1712951	1713086
1711847	1712014	1712218	1712419	1712569	1712757	1712953	1713087

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1713090	1713274	1713492	1713627	1713833	1713975	1714088	1714298
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1713092	1713277	1713497	1713629	1713837	1713978	1714095	1714300
1713095	1713278	1713498	1713630	1713841	1713982	1714097	1714302
1713097	1713288	1713499	1713631	1713842	1713984	1714098	1714303
1713100	1713291	1713500	1713633	1713844	1713985	1714099	1714305
1713102	1713295	1713501	1713635	1713845	1713990	1714132	1714311
1713103	1713298	1713506	1713641	1713848	1713992	1714133	1714313
1713104	1713300	1713507	1713642	1713850	1713994	1714137	1714319
1713106	1713302	1713512	1713643	1713851	1713995	1714141	1714320
1713108	1713304	1713525	1713644	1713852	1713998	1714150	1714324
1713112	1713308	1713527	1713645	1713854	1714000	1714152	1714328
1713113	1713312	1713530	1713648	1713856	1714001	1714153	1714329
1713114	1713319	1713532	1713649	1713858	1714002	1714164	1714338
1713116	1713325	1713535	1713651	1713860	1714003	1714166	1714340
1713119	1713326	1713536	1713660	1713866	1714005	1714171	1714341
1713120	1713327	1713540	1713661	1713868	1714006	1714173	1714346
1713121	1713329	1713541	1713665	1713869	1714008	1714176	1714349
1713124	1713348	1713543	1713668	1713870	1714010	1714177	1714357
1713126	1713349	1713544	1713669	1713872	1714012	1714185	1714358
1713128	1713350	1713545	1713677	1713876	1714013	1714186	1714360
1713129	1713351	1713546	1713679	1713877	1714019	1714188	1714364
1713132	1713352	1713550	1713680	1713878	1714020	1714189	1714365
1713135	1713354	1713552	1713681	1713881	1714021	1714190	1714366
1713139	1713355	1713553	1713686	1713884	1714025	1714200	1714368
1713141	1713356	1713554	1713693	1713886	1714027	1714202	1714370
1713142	1713360	1713555	1713694	1713887	1714028	1714207	1714371
1713143	1713368	1713559	1713695	1713888	1714029	1714208	1714373
1713156	1713378	1713560	1713696	1713897	1714032	1714209	1714376
1713162	1713380	1713562	1713697	1713898	1714033	1714218	1714377
1713166	1713383	1713565	1713702	1713899	1714034	1714221	1714379
1713167	1713386	1713570	1713703	1713901	1714035	1714224	1714380
1713168	1713387	1713571	1713705	1713902	1714036	1714228	1714384
1713170	1713394	1713572	1713708	1713903	1714037	1714230	1714387
1713174	1713395	1713574	1713709	1713905	1714038	1714233	1714393
1713177	1713398	1713575	1713713	1713909	1714042	1714234	1714394
1713178	1713401	1713576	1713725	1713923	1714043	1714235	1714399
1713179	1713402	1713577	1713727	1713924	1714044	1714236	1714400
1713184	1713409	1713578	1713729	1713926	1714047	1714238	1714402
1713185	1713414	1713582	1713730	1713927	1714048	1714243	1714403
1713187	1713415	1713584	1713731	1713928	1714050	1714247	1714410
1713207	1713455	1713585	1713732	1713930	1714053	1714249	1714416
1713211	1713456	1713587	1713734	1713931	1714054	1714254	1714418
1713213	1713458	1713588	1713738	1713933	1714056	1714258	1714420
1713219	1713459	1713589	1713739	1713934	1714057	1714261	1714421
1713220	1713460	1713593	1713754	1713935	1714058	1714262	1714423
1713222	1713464	1713594	1713785	1713936	1714059	1714264	1714424
1713223	1713465	1713597	1713786	1713938	1714060	1714265	1714425
1713232	1713466	1713598	1713787	1713942	1714061	1714268	1714426
1713234	1713472	1713599	1713789	1713953	1714067	1714269	1714431
1713239	1713473	1713601	1713790	1713954	1714068	1714271	1714434
1713242	1713474	1713603	1713792	1713955	1714070	1714272	1714436
1713243	1713475	1713605	1713793	1713956	1714071	1714274	1714441
1713244	1713477	1713609	1713798	1713958	1714073	1714276	1714456
1713250	1713478	1713613	1713799	1713961	1714075	1714278	1714500
1713252	1713482	1713616	1713801	1713965	1714076	1714280	1714505
1713255	1713483	1713617	1713802	1713966	1714077	1714283	1714508
1713256	1713484	1713618	1713807	1713967	1714079	1714289	1714512
1713257	1713487	1713619	1713827	1713968	1714080	1714293	1714513
1713259	1713488	1713620	1713828	1713969	1714082	1714294	1714515
1713269	1713490	1713623	1713830	1713972	1714083	1714295	1714519
1713270	1713491	1713624	1713832	1713973	1714085	1714296	1714522

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1714523	1714718	1714912	1715103	1715253	1715432	1715579	1715779
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1714531	1714728	1714921	1715110	1715258	1715441	1715585	1715784
1714543	1714735	1714923	1715113	1715259	1715448	1715586	1715788
1714545	1714737	1714941	1715114	1715260	1715449	1715590	1715789
1714547	1714738	1714947	1715121	1715266	1715452	1715592	1715790
1714550	1714739	1714952	1715128	1715267	1715453	1715595	1715791
1714552	1714740	1714954	1715132	1715268	1715455	1715596	1715794
1714553	1714741	1714955	1715134	1715273	1715456	1715598	1715795
1714554	1714742	1714958	1715135	1715274	1715462	1715599	1715796
1714556	1714743	1714964	1715141	1715276	1715463	1715603	1715807
1714558	1714744	1714969	1715143	1715278	1715468	1715604	1715811
1714559	1714745	1714972	1715151	1715279	1715474	1715608	1715812
1714560	1714754	1714975	1715152	1715280	1715475	1715609	1715813
1714562	1714756	1714984	1715158	1715282	1715476	1715610	1715814
1714564	1714760	1714988	1715159	1715283	1715477	1715612	1715819
1714572	1714761	1714989	1715160	1715286	1715482	1715613	1715824
1714573	1714762	1714990	1715162	1715287	1715483	1715615	1715826
1714575	1714763	1714991	1715168	1715290	1715485	1715616	1715827
1714580	1714767	1714992	1715169	1715292	1715487	1715621	1715829
1714582	1714768	1714995	1715170	1715293	1715489	1715625	1715831
1714584	1714769	1714996	1715171	1715296	1715490	1715627	1715832
1714585	1714771	1714999	1715172	1715297	1715491	1715628	1715833
1714586	1714779	1715000	1715177	1715298	1715492	1715630	1715839
1714587	1714781	1715001	1715178	1715298	1715496	1715633	1715843
1714588	1714786	1715002	1715185	1715341	1715498	1715634	1715847
1714590	1714793	1715005	1715189	1715353	1715500	1715636	1715848
1714592	1714796	1715006	1715190	1715355	1715501	1715637	1715849
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1714601	1714802	1715008	1715195	1715360	1715512	1715659	1715854
1714602	1714803	1715011	1715196	1715361	1715513	1715700	1715856
1714604	1714809	1715012	1715202	1715362	1715514	1715702	1715857
1714607	1714810	1715013	1715203	1715363	1715523	1715703	1715858
1714609	1714814	1715014	1715205	1715369	1715526	1715704	1715861
1714613	1714818	1715015	1715206	1715372	1715532	1715711	1715863
1714618	1714819	1715022	1715207	1715373	1715536	1715712	1715866
1714620	1714827	1715026	1715210	1715375	1715537	1715722	1715867
1714625	1714828	1715027	1715211	1715376	1715538	1715723	1715868
1714626	1714831	1715029	1715212	1715377	1715539	1715724	1715870
1714628	1714832	1715030	1715213	1715378	1715540	1715725	1715872
1714629	1714840	1715035	1715214	1715380	1715541	1715730	1715874
1714630	1714843	1715037	1715219	1715381	1715542	1715733	1715878
1714631	1714854	1715039	1715221	1715382	1715543	1715734	1715883
1714636	1714856	1715041	1715222	1715386	1715544	1715735	1715885
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1714644	1714859	1715044	1715227	1715395	1715549	1715738	1715887
1714649	1714862	1715047	1715229	1715398	1715550	1715739	1715890
1714650	1714864	1715049	1715233	1715399	1715553	1715741	1715895
1714652	1714871	1715051	1715234	1715400	1715554	1715742	1715896
1714654	1714878	1715069	1715235	1715405	1715555	1715747	1715897
1714655	1714879	1715076	1715236	1715406	1715556	1715749	1715904
1714658	1714881	1715080	1715237	1715407	1715557	1715751	1715929
1714659	1714884	1715081	1715238	1715408	1715558	1715754	1715930
1714661	1714888	1715085	1715240	1715410	1715559	1715755	1715931
1714666	1714890	1715088	1715242	1715415	1715560	1715757	1715937
1714683	1714892	1715089	1715243	1715417	1715561	1715767	1715938
1714702	1714893	1715093	1715244	1715419	1715562	1715772	1715939
1714706	1714908	1715094	1715246	1715421	1715565	1715774	1715941
1714709	1714909	1715095	1715248	1715425	1715574	1715776	1715943
1714712	1714910	1715101	1715249	1715427	1715575	1715777	1715949
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1715956	1716141	1716323	1716475	1716668	1716851	1717041	1717184
1715958	1716143	1716327	1716481	1716670	1716852	1717043	1717186
1715975	1716152	1716329	1716495	1716674	1716853	1717044	1717188
1715980	1716153	1716340	1716496	1716675	1716854	1717045	1717190
1715983	1716154	1716344	1716497	1716682	1716856	1717046	1717191
1715986	1716156	1716347	1716498	1716686	1716859	1717048	1717192
1715988	1716157	1716351	1716499	1716688	1716860	1717053	1717195
1715993	1716159	1716355	1716501	1716690	1716861	1717056	1717198
1715995	1716162	1716356	1716504	1716692	1716863	1717058	1717199
1715999	1716163	1716357	1716506	1716696	1716865	1717061	1717203
1716000	1716164	1716358	1716508	1716698	1716867	1717062	1717204
1716001	1716165	1716360	1716513	1716699	1716874	1717063	1717206
1716004	1716166	1716361	1716515	1716701	1716885	1717064	1717207
1716009	1716168	1716363	1716516	1716702	1716890	1717066	1717215
1716010	1716175	1716364	1716518	1716703	1716891	1717068	1717217
1716013	1716179	1716366	1716524	1716709	1716892	1717070	1717225
1716014	1716180	1716367	1716525	1716711	1716901	1717078	1717226
1716015	1716181	1716368	1716530	1716713	1716902	1717080	1717230
1716017	1716189	1716369	1716532	1716715	1716903	1717081	1717231
1716018	1716193	1716371	1716534	1716716	1716904	1717093	1717233
1716022	1716198	1716372	1716535	1716717	1716905	1717097	1717237
1716024	1716216	1716374	1716536	1716729	1716906	1717098	1717239
1716029	1716217	1716378	1716538	1716730	1716908	1717099	1717242
1716034	1716221	1716380	1716539	1716731	1716911	1717100	1717245
1716037	1716222	1716384	1716541	1716737	1716915	1717103	1717246
1716040	1716223	1716385	1716543	1716747	1716918	1717105	1717249
1716042	1716224	1716386	1716547	1716749	1716936	1717106	1717270
1716044	1716227	1716387	1716548	1716757	1716941	1717107	1717271
1716046	1716228	1716388	1716550	1716759	1716943	1717109	1717281
1716047	1716229	1716390	1716552	1716761	1716949	1717113	1717282
1716048	1716230	1716393	1716553	1716762	1716951	1717116	1717283
1716052	1716233	1716394	1716554	1716763	1716953	1717117	1717286
1716063	1716234	1716396	1716556	1716768	1716954	1717120	1717288
1716065	1716236	1716397	1716557	1716770	1716955	1717123	1717301
1716067	1716239	1716408	1716558	1716772	1716958	1717124	1717303
1716068	1716243	1716409	1716562	1716773	1716962	1717129	1717304
1716070	1716244	1716412	1716563	1716774	1716963	1717134	1717312
1716074	1716246	1716417	1716569	1716775	1716966	1717136	1717322
1716075	1716250	1716420	1716572	1716776	1716971	1717138	1717324
1716076	1716254	1716421	1716583	1716777	1716972	1717141	1717325
1716087	1716260	1716424	1716588	1716780	1716975	1717143	1717326
1716101	1716261	1716425	1716590	1716784	1716987	1717146	1717327
1716103	1716267	1716426	1716591	1716785	1717001	1717149	1717330
1716104	1716268	1716427	1716595	1716787	1717002	1717151	1717331
1716106	1716270	1716428	1716597	1716788	1717004	1717152	1717332
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1716111	1716275	1716434	1716610	1716802	1717010	1717157	1717337
1716113	1716277	1716435	1716611	1716804	1717012	1717158	1717339
1716114	1716279	1716439	1716613	1716810	1717013	1717161	1717340
1716115	1716280	1716441	1716614	1716816	1717015	1717162	1717342
1716116	1716282	1716443	1716616	1716817	1717016	1717163	1717343
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1716124	1716305	1716452	1716628	1716828	1717020	1717168	1717346
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1716139	1716319	1716462	1716664	1716847	1717036	1717181	1717356
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1717361	1717560	1717748	1717991	1718204	1718352	1718532	1718694
1717362	1717562	1717750	1717994	1718219	1718353	1718533	1718700
1717364	1717564	1717754	1717995	1718222	1718356	1718535	1718703
1717371	1717565	1717755	1717996	1718223	1718358	1718538	1718705
1717373	1717573	1717756	1717997	1718225	1718359	1718541	1718715
1717375	1717574	1717782	1717998	1718229	1718360	1718542	1718716
1717378	1717584	1717783	1717999	1718230	1718361	1718544	1718717
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1717381	1717590	1717785	1718003	1718232	1718364	1718547	1718725
1717382	1717599	1717787	1718004	1718239	1718366	1718550	1718728
1717384	1717600	1717788	1718005	1718240	1718371	1718551	1718730
1717385	1717601	1717789	1718007	1718241	1718375	1718558	1718731
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1717393	1717614	1717792	1718013	1718250	1718380	1718561	1718737
1717394	1717615	1717817	1718015	1718251	1718381	1718562	1718739
1717396	1717617	1717819	1718018	1718254	1718382	1718568	1718740
1717398	1717619	1717822	1718022	1718256	1718387	1718569	1718741
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1717406	1717625	1717831	1718034	1718263	1718390	1718576	1718747
1717407	1717628	1717834	1718035	1718268	1718392	1718578	1718755
1717408	1717630	1717835	1718036	1718272	1718394	1718581	1718758
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1717431	1717640	1717840	1718050	1718275	1718408	1718585	1718763
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1717443	1717644	1717853	1718067	1718278	1718417	1718607	1718767
1717444	1717645	1717867	1718068	1718280	1718418	1718608	1718769
1717447	1717646	1717868	1718069	1718281	1718419	1718609	1718772
1717449	1717656	1717869	1718071	1718282	1718420	1718612	1718776
1717450	1717658	1717870	1718076	1718284	1718424	1718614	1718777
1717453	1717664	1717873	1718087	1718285	1718427	1718622	1718778
1717456	1717665	1717874	1718105	1718286	1718431	1718623	1718780
1717457	1717667	1717877	1718109	1718288	1718435	1718624	1718781
1717460	1717677	1717879	1718111	1718290	1718437	1718625	1718782
1717461	1717680	1717886	1718114	1718292	1718440	1718627	1718783
1717462	1717681	1717890	1718116	1718294	1718441	1718630	1718784
1717468	1717684	1717891	1718118	1718295	1718442	1718631	1718785
1717470	1717686	1717892	1718119	1718299	1718453	1718635	1718786
1717472	1717687	1717893	1718121	1718300	1718460	1718636	1718788
1717479	1717690	1717902	1718131	1718301	1718462	1718639	1718790
1717487	1717691	1717903	1718134	1718302	1718464	1718641	1718802
1717488	1717693	1717915	1718136	1718304	1718466	1718643	1718807
1717489	1717706	1717919	1718137	1718306	1718468	1718645	1718809
1717490	1717711	1717920	1718141	1718308	1718471	1718647	1718814
1717491	1717713	1717921	1718147	1718312	1718472	1718648	1718815
1717493	1717714	1717925	1718153	1718317	1718473	1718651	1718818
1717496	1717717	1717929	1718157	1718327	1718479	1718652	1718819
1717497	1717720	1717933	1718158	1718329	1718482	1718655	1718821
1717503	1717722	1717936	1718160	1718332	1718484	1718657	1718823
1717505	1717723	1717937	1718164	1718333	1718485	1718658	1718824
1717520	1717725	1717941	1718175	1718336	1718499	1718662	1718830
1717521	1717726	1717946	1718181	1718338	1718501	1718666	1718831
1717525	1717727	1717947	1718182	1718340	1718517	1718668	1718832
1717534	1717729	1717957	1718183	1718341	1718518	1718674	1718836
1717535	1717731	1717960	1718184	1718344	1718519	1718675	1718837
1717536	1717732	1717964	1718185	1718345	1718523	1718679	1718839
1717537	1717734	1717968	1718188	1718346	1718526	1718681	1718841

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1718848	1719039	1719210	1719398	1719552	1719766	1719920	1720146
1718850	1719040	1719212	1719402	1719554	1719767	1719922	1720147
1718852	1719042	1719213	1719408	1719555	1719768	1719924	1720148
1718854	1719043	1719214	1719409	1719556	1719769	1719927	1720149
1718855	1719044	1719218	1719410	1719557	1719770	1719929	1720150
1718856	1719045	1719222	1719412	1719558	1719771	1719930	1720152
1718859	1719046	1719225	1719413	1719562	1719774	1719932	1720156
1718861	1719051	1719226	1719414	1719563	1719775	1719933	1720157
1718865	1719056	1719229	1719416	1719566	1719777	1719936	1720158
1718869	1719057	1719230	1719418	1719567	1719778	1719943	1720160
1718876	1719071	1719232	1719419	1719569	1719780	1719944	1720162
1718879	1719072	1719233	1719420	1719570	1719781	1719960	1720163
1718881	1719073	1719236	1719421	1719575	1719782	1719961	1720164
1718886	1719079	1719238	1719423	1719581	1719783	1719975	1720167
1718887	1719080	1719244	1719426	1719583	1719785	1719983	1720169
1718890	1719082	1719250	1719429	1719595	1719796	1719984	1720171
1718892	1719083	1719254	1719430	1719609	1719800	1719987	1720172
1718893	1719089	1719265	1719432	1719611	1719806	1719988	1720174
1718896	1719090	1719273	1719433	1719612	1719809	1719990	1720180
1718900	1719096	1719280	1719434	1719614	1719810	1719991	1720185
1718901	1719108	1719281	1719436	1719618	1719811	1719992	1720188
1718918	1719109	1719282	1719437	1719619	1719815	1719996	1720193
1718926	1719113	1719283	1719441	1719620	1719818	1720005	1720194
1718942	1719115	1719286	1719442	1719624	1719819	1720008	1720195
1718952	1719116	1719287	1719443	1719648	1719821	1720010	1720201
1718956	1719117	1719288	1719444	1719649	1719823	1720015	1720203
1718960	1719118	1719289	1719447	1719651	1719825	1720023	1720204
1718961	1719122	1719292	1719454	1719653	1719826	1720032	1720208
1718962	1719124	1719294	1719468	1719659	1719829	1720037	1720214
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1718965	1719128	1719298	1719470	1719661	1719831	1720046	1720217
1718967	1719129	1719305	1719472	1719662	1719832	1720052	1720223
1718969	1719133	1719309	1719473	1719663	1719833	1720057	1720226
1718970	1719134	1719317	1719474	1719664	1719834	1720058	1720227
1718972	1719136	1719318	1719476	1719670	1719837	1720059	1720235
1718974	1719141	1719319	1719477	1719671	1719838	1720060	1720238
1718975	1719147	1719324	1719478	1719686	1719845	1720065	1720244
1718977	1719148	1719325	1719479	1719687	1719846	1720068	1720245
1718979	1719151	1719329	1719483	1719688	1719847	1720069	1720246
1718980	1719153	1719332	1719485	1719691	1719849	1720070	1720247
1718982	1719158	1719333	1719488	1719693	1719867	1720071	1720248
1718983	1719162	1719334	1719490	1719694	1719869	1720073	1720249
1718984	1719164	1719338	1719491	1719700	1719870	1720075	1720250
1718986	1719166	1719339	1719492	1719706	1719872	1720076	1720251
1718987	1719168	1719342	1719496	1719711	1719873	1720081	1720252
1718989	1719173	1719348	1719497	1719712	1719875	1720082	1720253
1718990	1719175	1719354	1719500	1719719	1719876	1720083	1720254
1718997	1719178	1719355	1719501	1719724	1719877	1720085	1720265
1719001	1719180	1719356	1719504	1719725	1719884	1720086	1720267
1719002	1719191	1719361	1719505	1719729	1719885	1720089	1720269
1719003	1719192	1719362	1719506	1719730	1719886	1720090	1720277
1719004	1719193	1719363	1719509	1719732	1719887	1720094	1720279
1719006	1719196	1719364	1719511	1719734	1719890	1720099	1720280
1719009	1719197	1719365	1719518	1719737	1719891	1720101	1720281
1719010	1719198	1719368	1719522	1719739	1719895	1720104	1720282
1719017	1719199	1719369	1719523	1719740	1719896	1720110	1720284
1719018	1719202	1719374	1719524	1719741	1719900	1720132	1720287
1719029	1719204	1719377	1719526	1719747	1719901	1720134	1720289
1719031	1719206	1719384	1719535	1719748	1719902	1720140	1720290
1719032	1719207	1719385	1719536	1719750	1719906	1720141	1720296
1719033	1719208	1719393	1719538	1719760	1719913	1720143	1720299
1719036	1719209	1719394	1719543	1719765	1719915	1720144	1720315

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1720316	1720514	1720712	1720875	1721078	1721278	1721523	1721738
1720317	1720517	1720732	1720881	1721079	1721279	1721536	1721740
1720319	1720520	1720734	1720883	1721087	1721294	1721543	1721746
1720320	1720522	1720736	1720885	1721090	1721296	1721546	1721747
1720322	1720526	1720737	1720886	1721094	1721297	1721549	1721753
1720323	1720528	1720738	1720888	1721095	1721299	1721551	1721756
1720326	1720531	1720744	1720890	1721098	1721303	1721552	1721772
1720327	1720532	1720745	1720893	1721100	1721310	1721556	1721775
1720330	1720533	1720750	1720895	1721102	1721312	1721559	1721779
1720331	1720534	1720758	1720897	1721108	1721313	1721563	1721782
1720336	1720535	1720759	1720898	1721111	1721314	1721565	1721799
1720342	1720539	1720760	1720899	1721112	1721319	1721568	1721800
1720344	1720546	1720761	1720900	1721143	1721324	1721569	1721804
1720345	1720547	1720762	1720901	1721144	1721329	1721575	1721806
1720351	1720548	1720767	1720902	1721145	1721330	1721577	1721810
1720354	1720556	1720770	1720916	1721147	1721332	1721578	1721813
1720355	1720561	1720773	1720922	1721148	1721333	1721579	1721814
1720356	1720570	1720774	1720923	1721154	1721337	1721581	1721817
1720361	1720571	1720778	1720924	1721156	1721339	1721585	1721818
1720362	1720577	1720779	1720934	1721165	1721346	1721594	1721820
1720363	1720581	1720780	1720941	1721167	1721350	1721598	1721827
1720367	1720582	1720781	1720957	1721170	1721352	1721599	1721828
1720368	1720586	1720782	1720960	1721173	1721360	1721600	1721829
1720370	1720588	1720783	1720963	1721174	1721361	1721601	1721832
1720384	1720589	1720785	1720964	1721175	1721362	1721604	1721836
1720385	1720591	1720786	1720967	1721176	1721369	1721605	1721837
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1720391	1720597	1720790	1720970	1721181	1721390	1721611	1721841
1720393	1720605	1720799	1720971	1721182	1721393	1721612	1721844
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1720402	1720609	1720803	1720987	1721186	1721399	1721621	1721851
1720403	1720610	1720804	1720990	1721187	1721414	1721645	1721854
1720405	1720614	1720805	1720991	1721188	1721416	1721647	1721855
1720406	1720616	1720806	1720992	1721190	1721418	1721648	1721857
1720407	1720617	1720807	1720995	1721193	1721420	1721651	1721859
1720409	1720621	1720808	1720996	1721194	1721422	1721657	1721860
1720411	1720622	1720810	1720997	1721195	1721433	1721658	1721866
1720414	1720623	1720811	1720998	1721196	1721439	1721659	1721872
1720421	1720625	1720813	1720999	1721199	1721440	1721660	1721878
1720430	1720633	1720814	1721000	1721202	1721444	1721676	1721881
1720432	1720634	1720816	1721001	1721203	1721454	1721679	1721889
1720433	1720635	1720820	1721004	1721206	1721458	1721680	1721890
1720442	1720636	1720826	1721006	1721207	1721463	1721681	1721892
1720444	1720638	1720830	1721007	1721208	1721467	1721682	1721893
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1720449	1720642	1720835	1721009	1721215	1721471	1721693	1721917
1720462	1720643	1720838	1721011	1721216	1721473	1721695	1721921
1720465	1720645	1720839	1721012	1721218	1721490	1721697	1721923
1720471	1720646	1720850	1721018	1721219	1721491	1721705	1721924
1720474	1720648	1720851	1721021	1721220	1721495	1721706	1721932
1720475	1720654	1720854	1721024	1721224	1721496	1721708	1721933
1720480	1720657	1720856	1721025	1721226	1721497	1721711	1721938
1720481	1720668	1720857	1721027	1721228	1721499	1721714	1721942
1720485	1720670	1720860	1721029	1721231	1721502	1721717	1721944
1720491	1720690	1720861	1721032	1721233	1721503	1721720	1721947
1720492	1720691	1720862	1721033	1721243	1721505	1721721	1721948
1720493	1720705	1720863	1721036	1721253	1721507	1721723	1721954
1720495	1720706	1720864	1721038	1721258	1721514	1721732	1721956
1720496	1720707	1720867	1721039	1721259	1721515	1721733	1721960
1720497	1720708	1720873	1721043	1721260	1721517	1721734	1721969
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1721977	1722157	1722365	1722554	1722784	1723022	1723284	1723541
1722014	1722161	1722366	1722562	1722787	1723023	1723285	1723550
1722015	1722164	1722373	1722565	1722790	1723025	1723286	1723551
1722018	1722165	1722375	1722571	1722792	1723028	1723288	1723554
1722019	1722171	1722376	1722572	1722793	1723029	1723290	1723555
1722022	1722172	1722385	1722573	1722794	1723037	1723293	1723556
1722023	1722176	1722386	1722575	1722795	1723038	1723294	1723558
1722024	1722177	1722401	1722580	1722797	1723039	1723295	1723559
1722029	1722178	1722403	1722582	1722799	1723047	1723297	1723560
1722031	1722189	1722409	1722583	1722802	1723048	1723300	1723561
1722032	1722190	1722411	1722589	1722805	1723061	1723306	1723562
1722033	1722191	1722418	1722590	1722806	1723064	1723340	1723563
1722034	1722192	1722420	1722595	1722807	1723065	1723357	1723565
1722036	1722194	1722421	1722596	1722808	1723066	1723361	1723566
1722039	1722196	1722422	1722605	1722809	1723070	1723366	1723567
1722041	1722197	1722423	1722624	1722810	1723071	1723368	1723580
1722042	1722207	1722427	1722625	1722815	1723074	1723369	1723583
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1722048	1722211	1722436	1722633	1722819	1723082	1723374	1723606
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1722058	1722215	1722438	1722636	1722824	1723088	1723378	1723611
1722062	1722216	1722453	1722637	1722827	1723089	1723382	1723612
1722066	1722217	1722455	1722639	1722836	1723107	1723388	1723613
1722068	1722218	1722457	1722640	1722852	1723108	1723393	1723615
1722069	1722223	1722459	1722643	1722853	1723141	1723395	1723617
1722071	1722232	1722470	1722644	1722858	1723149	1723402	1723621
1722072	1722238	1722476	1722655	1722867	1723153	1723406	1723623
1722074	1722239	1722478	1722658	1722871	1723157	1723408	1723624
1722078	1722242	1722482	1722666	1722872	1723159	1723412	1723625
1722081	1722244	1722485	1722669	1722883	1723161	1723413	1723626
1722082	1722247	1722486	1722672	1722884	1723164	1723415	1723634
1722083	1722249	1722487	1722674	1722886	1723165	1723416	1723636
1722085	1722254	1722488	1722675	1722891	1723170	1723420	1723637
1722089	1722255	1722492	1722682	1722893	1723172	1723424	1723638
1722090	1722257	1722493	1722683	1722896	1723174	1723425	1723641
1722095	1722261	1722495	1722684	1722897	1723176	1723426	1723645
1722097	1722266	1722496	1722685	1722898	1723177	1723427	1723646
1722098	1722269	1722497	1722688	1722901	1723199	1723428	1723652
1722099	1722271	1722498	1722690	1722907	1723200	1723429	1723655
1722100	1722272	1722499	1722691	1722909	1723202	1723434	1723657
1722104	1722278	1722500	1722694	1722916	1723223	1723444	1723663
1722107	1722280	1722507	1722697	1722929	1723224	1723446	1723664
1722108	1722281	1722508	1722699	1722935	1723229	1723450	1723665
1722111	1722286	1722509	1722705	1722939	1723230	1723470	1723667
1722113	1722290	1722511	1722706	1722940	1723232	1723471	1723670
1722115	1722291	1722512	1722708	1722943	1723233	1723472	1723689
1722116	1722292	1722515	1722714	1722950	1723234	1723474	1723690
1722118	1722293	1722517	1722715	1722952	1723236	1723506	1723695
1722125	1722294	1722523	1722716	1722976	1723237	1723507	1723697
1722127	1722296	1722531	1722725	1722982	1723239	1723508	1723698
1722129	1722297	1722532	1722730	1722987	1723243	1723509	1723699
1722132	1722305	1722533	1722732	1722988	1723244	1723512	1723705
1722137	1722306	1722534	1722733	1722989	1723246	1723513	1723706
1722140	1722307	1722535	1722743	1722994	1723248	1723516	1723709
1722141	1722345	1722537	1722747	1722998	1723252	1723520	1723710
1722143	1722346	1722538	1722758	1723004	1723263	1723522	1723711
1722145	1722347	1722544	1722765	1723010	1723265	1723523	1723712
1722146	1722354	1722546	1722778	1723012	1723266	1723527	1723714
1722149	1722355	1722548	1722779	1723014	1723267	1723531	1723715
1722150	1722358	1722550	1722780	1723015	1723274	1723533	1723716
1722154	1722361	1722551	1722781	1723016	1723275	1723536	1723718
1722155	1722362	1722552	1722783	1723021	1723280	1723540	1723719

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1723721	1723914	1724112	1724337	1724571	1724770	1725075	1725278
1723722	1723922	1724114	1724338	1724572	1724771	1725080	1725280
1723723	1723924	1724116	1724339	1724574	1724773	1725083	1725315
1723725	1723925	1724117	1724340	1724575	1724775	1725085	1725317
1723726	1723940	1724118	1724341	1724578	1724784	1725089	1725319
1723731	1723942	1724121	1724342	1724579	1724796	1725090	1725322
1723732	1723944	1724126	1724343	1724580	1724797	1725092	1725323
1723733	1723946	1724129	1724344	1724581	1724800	1725094	1725326
1723736	1723960	1724153	1724350	1724584	1724801	1725098	1725328
1723738	1723961	1724155	1724351	1724586	1724805	1725102	1725333
1723739	1723962	1724157	1724354	1724591	1724806	1725103	1725334
1723741	1723963	1724166	1724358	1724592	1724807	1725105	1725336
1723742	1723964	1724167	1724360	1724594	1724836	1725110	1725337
1723743	1723965	1724182	1724362	1724596	1724837	1725114	1725339
1723744	1723968	1724186	1724363	1724597	1724843	1725116	1725342
1723745	1723970	1724208	1724366	1724598	1724848	1725118	1725344
1723748	1723971	1724209	1724372	1724607	1724849	1725122	1725348
1723749	1723972	1724210	1724374	1724609	1724854	1725124	1725349
1723750	1723975	1724211	1724376	1724610	1724856	1725137	1725355
1723752	1723979	1724212	1724382	1724618	1724857	1725140	1725357
1723753	1723980	1724217	1724383	1724619	1724861	1725141	1725360
1723755	1723981	1724218	1724384	1724620	1724904	1725147	1725361
1723759	1723982	1724220	1724400	1724621	1724921	1725150	1725363
1723760	1723984	1724228	1724401	1724622	1724923	1725151	1725365
1723761	1723986	1724229	1724405	1724623	1724924	1725156	1725366
1723765	1723994	1724250	1724406	1724629	1724930	1725164	1725371
1723779	1723998	1724252	1724409	1724634	1724931	1725165	1725374
1723780	1723999	1724253	1724412	1724635	1724936	1725167	1725377
1723782	1724000	1724254	1724415	1724665	1724938	1725191	1725407
1723791	1724001	1724255	1724416	1724670	1724940	1725193	1725408
1723795	1724006	1724256	1724418	1724671	1724943	1725197	1725410
1723803	1724008	1724258	1724428	1724676	1724950	1725199	1725411
1723804	1724009	1724260	1724429	1724677	1724951	1725202	1725420
1723808	1724016	1724261	1724432	1724678	1724953	1725207	1725432
1723815	1724031	1724262	1724433	1724680	1724957	1725214	1725433
1723817	1724034	1724266	1724435	1724681	1724958	1725215	1725436
1723819	1724036	1724267	1724436	1724687	1724967	1725217	1725437
1723824	1724037	1724268	1724437	1724688	1724969	1725219	1725439
1723825	1724039	1724269	1724442	1724689	1724970	1725220	1725441
1723829	1724041	1724270	1724466	1724690	1724972	1725222	1725445
1723838	1724042	1724271	1724472	1724691	1724973	1725223	1725452
1723842	1724044	1724272	1724493	1724692	1724974	1725224	1725454
1723844	1724045	1724277	1724512	1724693	1724975	1725225	1725455
1723846	1724048	1724280	1724513	1724694	1724976	1725227	1725456
1723858	1724049	1724286	1724514	1724700	1724977	1725231	1725457
1723860	1724053	1724287	1724525	1724702	1724978	1725232	1725458
1723879	1724056	1724288	1724528	1724710	1724986	1725235	1725459
1723881	1724057	1724289	1724537	1724712	1724987	1725240	1725460
1723882	1724065	1724291	1724538	1724714	1724991	1725241	1725463
1723883	1724066	1724292	1724539	1724716	1725021	1725246	1725468
1723886	1724076	1724294	1724540	1724718	1725027	1725248	1725474
1723887	1724078	1724298	1724543	1724727	1725028	1725249	1725476
1723891	1724079	1724304	1724544	1724732	1725029	1725250	1725486
1723892	1724080	1724305	1724553	1724734	1725030	1725251	1725489
1723893	1724086	1724306	1724555	1724735	1725031	1725253	1725492
1723895	1724087	1724307	1724557	1724736	1725034	1725255	1725493
1723896	1724091	1724309	1724558	1724750	1725036	1725259	1725496
1723897	1724092	1724327	1724560	1724752	1725037	1725262	1725498
1723898	1724100	1724328	1724561	1724758	1725052	1725267	1725499
1723900	1724105	1724332	1724562	1724759	1725063	1725269	1725500
1723911	1724109	1724334	1724566	1724762	1725068	1725271	1725501
1723913	1724110	1724335	1724568	1724763	1725070	1725275	1725507

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1725510	1725750	1725940	1726218	1726430	1726651	1726861	1727047
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1725520	1725755	1725946	1726237	1726436	1726666	1726867	1727052
1725521	1725764	1725951	1726242	1726438	1726667	1726868	1727058
1725522	1725766	1725955	1726243	1726443	1726670	1726869	1727064
1725523	1725767	1725956	1726244	1726446	1726671	1726871	1727069
1725525	1725768	1725961	1726248	1726447	1726672	1726873	1727071
1725535	1725769	1725962	1726249	1726450	1726676	1726877	1727072
1725537	1725773	1725963	1726251	1726459	1726681	1726879	1727085
1725538	1725782	1725964	1726259	1726463	1726683	1726880	1727086
1725540	1725784	1725965	1726261	1726466	1726684	1726886	1727088
1725541	1725785	1725967	1726264	1726468	1726685	1726888	1727094
1725542	1725787	1725968	1726269	1726470	1726687	1726891	1727095
1725545	1725793	1725969	1726272	1726482	1726688	1726892	1727097
1725546	1725794	1725982	1726275	1726486	1726689	1726893	1727099
1725549	1725795	1725983	1726276	1726487	1726692	1726894	1727102
1725556	1725799	1725984	1726277	1726488	1726695	1726897	1727105
1725568	1725803	1725985	1726279	1726489	1726696	1726898	1727106
1725570	1725804	1725986	1726280	1726490	1726697	1726900	1727107
1725571	1725808	1725999	1726281	1726491	1726708	1726907	1727129
1725581	1725809	1726003	1726282	1726494	1726709	1726908	1727130
1725597	1725810	1726004	1726286	1726495	1726711	1726914	1727131
1725598	1725816	1726021	1726289	1726503	1726712	1726915	1727133
1725600	1725825	1726023	1726293	1726504	1726716	1726916	1727136
1725601	1725828	1726029	1726294	1726506	1726717	1726919	1727140
1725602	1725846	1726030	1726296	1726507	1726718	1726920	1727141
1725608	1725847	1726031	1726297	1726508	1726723	1726921	1727143
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1725619	1725854	1726045	1726309	1726514	1726736	1726926	1727155
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1725622	1725867	1726082	1726311	1726518	1726745	1726937	1727159
1725623	1725868	1726087	1726315	1726525	1726751	1726959	1727160
1725638	1725869	1726088	1726316	1726526	1726757	1726960	1727166
1725650	1725870	1726091	1726317	1726529	1726759	1726962	1727168
1725651	1725871	1726097	1726324	1726531	1726768	1726963	1727173
1725653	1725874	1726101	1726326	1726533	1726777	1726979	1727174
1725654	1725881	1726105	1726345	1726535	1726778	1726980	1727179
1725662	1725882	1726106	1726346	1726556	1726780	1726981	1727180
1725663	1725883	1726109	1726367	1726559	1726781	1726982	1727183
1725677	1725884	1726111	1726371	1726560	1726782	1726987	1727185
1725678	1725896	1726112	1726372	1726562	1726800	1726988	1727188
1725679	1725898	1726125	1726379	1726563	1726801	1726991	1727189
1725684	1725899	1726126	1726382	1726566	1726806	1726992	1727190
1725688	1725900	1726136	1726383	1726567	1726809	1726994	1727192
1725692	1725901	1726145	1726384	1726569	1726813	1726995	1727198
1725693	1725902	1726146	1726385	1726573	1726814	1726996	1727214
1725695	1725909	1726147	1726386	1726578	1726830	1726997	1727220
1725700	1725910	1726149	1726388	1726580	1726831	1726998	1727221
1725704	1725912	1726152	1726392	1726581	1726833	1726999	1727225
1725719	1725913	1726157	1726395	1726584	1726842	1727001	1727230
1725720	1725918	1726158	1726397	1726600	1726846	1727002	1727231
1725726	1725919	1726192	1726399	1726607	1726847	1727019	1727233
1725728	1725920	1726199	1726400	1726618	1726851	1727026	1727234
1725738	1725921	1726203	1726401	1726621	1726852	1727027	1727235
1725740	1725922	1726204	1726407	1726625	1726856	1727029	1727237
1725741	1725924	1726207	1726409	1726626	1726857	1727030	1727239
1725742	1725928	1726208	1726414	1726633	1726858	1727031	1727242
1725743	1725930	1726209	1726421	1726640	1726859	1727041	1727243
1725749	1725935	1726217	1726429	1726643	1726860	1727046	1727245

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1727247	1727493	1727736	1727936	1728154	1728419	1728669	1728862
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1727251	1727498	1727738	1727938	1728157	1728423	1728678	1728864
1727255	1727500	1727740	1727948	1728159	1728424	1728681	1728865
1727257	1727504	1727743	1727952	1728161	1728425	1728690	1728868
1727258	1727506	1727744	1727953	1728163	1728428	1728691	1728869
1727261	1727509	1727745	1727954	1728164	1728433	1728693	1728875
1727262	1727510	1727746	1727956	1728166	1728435	1728695	1728880
1727263	1727511	1727751	1727959	1728176	1728436	1728697	1728882
1727266	1727514	1727752	1727961	1728181	1728439	1728698	1728893
1727274	1727519	1727758	1727966	1728185	1728443	1728700	1728894
1727284	1727522	1727772	1727970	1728186	1728449	1728703	1728900
1727286	1727525	1727773	1727978	1728196	1728451	1728705	1728907
1727288	1727527	1727774	1727989	1728197	1728452	1728706	1728908
1727289	1727528	1727784	1727990	1728199	1728454	1728707	1728910
1727290	1727547	1727796	1727995	1728204	1728459	1728714	1728911
1727317	1727548	1727797	1727999	1728206	1728460	1728717	1728912
1727328	1727549	1727798	1728001	1728212	1728461	1728718	1728913
1727333	1727550	1727804	1728007	1728213	1728462	1728723	1728917
1727334	1727558	1727805	1728008	1728214	1728464	1728724	1728919
1727340	1727559	1727812	1728009	1728218	1728465	1728726	1728921
1727341	1727560	1727815	1728010	1728219	1728467	1728729	1728923
1727342	1727561	1727817	1728013	1728233	1728476	1728735	1728933
1727344	1727563	1727824	1728017	1728234	1728477	1728739	1728936
1727347	1727568	1727825	1728019	1728235	1728480	1728743	1728939
1727348	1727571	1727826	1728020	1728237	1728487	1728744	1728942
1727359	1727574	1727828	1728024	1728238	1728490	1728745	1728961
1727380	1727584	1727829	1728025	1728244	1728492	1728749	1728962
1727381	1727588	1727830	1728027	1728247	1728494	1728765	1728965
1727383	1727598	1727837	1728031	1728248	1728495	1728767	1728966
1727384	1727618	1727839	1728043	1728251	1728504	1728772	1728967
1727386	1727619	1727844	1728049	1728254	1728509	1728776	1728968
1727390	1727623	1727846	1728050	1728257	1728511	1728777	1728969
1727391	1727626	1727847	1728052	1728259	1728524	1728780	1728970
1727398	1727627	1727852	1728054	1728261	1728529	1728783	1728974
1727402	1727628	1727853	1728060	1728277	1728535	1728796	1728975
1727403	1727629	1727855	1728067	1728280	1728554	1728797	1728976
1727404	1727630	1727858	1728068	1728282	1728556	1728799	1728980
1727405	1727631	1727863	1728069	1728283	1728557	1728800	1728981
1727406	1727637	1727866	1728070	1728287	1728567	1728801	1728982
1727407	1727641	1727867	1728071	1728303	1728568	1728802	1728987
1727408	1727644	1727868	1728078	1728317	1728572	1728804	1728988
1727452	1727645	1727870	1728079	1728319	1728585	1728806	1728990
1727453	1727647	1727874	1728081	1728322	1728610	1728807	1728992
1727454	1727648	1727875	1728083	1728330	1728612	1728809	1728995
1727455	1727663	1727877	1728093	1728331	1728614	1728813	1728997
1727456	1727679	1727882	1728094	1728333	1728617	1728814	1728998
1727458	1727680	1727883	1728114	1728334	1728618	1728815	1729006
1727459	1727682	1727886	1728127	1728348	1728621	1728816	1729015
1727461	1727689	1727893	1728128	1728362	1728624	1728818	1729020
1727462	1727693	1727894	1728129	1728364	1728632	1728822	1729024
1727465	1727699	1727895	1728130	1728365	1728633	1728823	1729033
1727467	1727701	1727898	1728131	1728369	1728635	1728824	1729035
1727468	1727712	1727899	1728134	1728370	1728640	1728828	1729038
1727471	1727714	1727901	1728138	1728371	1728643	1728832	1729042
1727473	1727716	1727902	1728141	1728375	1728654	1728835	1729043
1727478	1727718	1727915	1728143	1728377	1728655	1728838	1729046
1727480	1727719	1727917	1728146	1728378	1728657	1728841	1729047
1727488	1727723	1727918	1728147	1728379	1728659	1728842	1729052
1727489	1727727	1727919	1728150	1728406	1728664	1728843	1729053
1727490	1727732	1727921	1728152	1728408	1728667	1728848	1729054
1727491	1727735	1727923	1728153	1728413	1728668	1728860	1729055

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1729056	1729247	1729446	1729648	1729841	1730041	1730253	1730466
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1729062	1729251	1729454	1729654	1729847	1730045	1730260	1730470
1729063	1729253	1729455	1729655	1729852	1730046	1730284	1730471
1729066	1729254	1729462	1729668	1729861	1730047	1730285	1730477
1729076	1729255	1729463	1729669	1729862	1730048	1730286	1730480
1729077	1729260	1729466	1729671	1729863	1730049	1730293	1730483
1729078	1729264	1729468	1729679	1729864	1730057	1730299	1730508
1729084	1729266	1729469	1729680	1729875	1730058	1730301	1730509
1729086	1729268	1729477	1729681	1729876	1730060	1730304	1730519
1729091	1729269	1729478	1729683	1729879	1730061	1730306	1730524
1729097	1729272	1729481	1729684	1729896	1730079	1730307	1730525
1729118	1729273	1729484	1729685	1729900	1730081	1730308	1730531
1729121	1729274	1729485	1729686	1729901	1730092	1730310	1730535
1729122	1729281	1729486	1729688	1729903	1730094	1730311	1730536
1729125	1729282	1729487	1729690	1729904	1730095	1730313	1730538
1729126	1729285	1729492	1729693	1729907	1730096	1730314	1730539
1729127	1729286	1729493	1729696	1729908	1730101	1730316	1730540
1729133	1729288	1729494	1729697	1729909	1730102	1730317	1730542
1729134	1729289	1729495	1729698	1729911	1730109	1730319	1730558
1729139	1729291	1729507	1729702	1729913	1730110	1730324	1730565
1729140	1729299	1729508	1729703	1729914	1730112	1730327	1730567
1729146	1729302	1729510	1729704	1729919	1730127	1730333	1730569
1729147	1729304	1729515	1729723	1729921	1730132	1730335	1730572
1729148	1729307	1729518	1729724	1729925	1730135	1730337	1730574
1729149	1729314	1729519	1729730	1729927	1730136	1730339	1730575
1729153	1729315	1729524	1729739	1729932	1730137	1730344	1730578
1729154	1729321	1729525	1729748	1729935	1730140	1730345	1730580
1729159	1729322	1729537	1729774	1729943	1730142	1730346	1730581
1729160	1729323	1729538	1729775	1729944	1730143	1730349	1730583
1729161	1729324	1729539	1729777	1729945	1730153	1730350	1730586
1729168	1729326	1729540	1729778	1729947	1730165	1730353	1730587
1729171	1729333	1729542	1729779	1729948	1730166	1730354	1730592
1729181	1729336	1729550	1729782	1729950	1730167	1730355	1730598
1729184	1729339	1729552	1729784	1729953	1730168	1730357	1730599
1729186	1729342	1729556	1729785	1729955	1730170	1730366	1730600
1729188	1729344	1729563	1729786	1729961	1730172	1730369	1730601
1729191	1729347	1729565	1729787	1729963	1730179	1730377	1730603
1729192	1729351	1729567	1729788	1729966	1730189	1730384	1730604
1729196	1729353	1729568	1729793	1729971	1730195	1730386	1730606
1729197	1729355	1729569	1729794	1729973	1730197	1730389	1730608
1729200	1729357	1729573	1729795	1729974	1730203	1730390	1730614
1729201	1729360	1729574	1729798	1729975	1730204	1730392	1730615
1729202	1729362	1729580	1729800	1729978	1730205	1730396	1730618
1729203	1729367	1729581	1729802	1729980	1730207	1730403	1730620
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1729206	1729370	1729590	1729819	1729984	1730211	1730410	1730624
1729207	1729372	1729591	1729822	1729991	1730212	1730411	1730626
1729208	1729373	1729594	1729826	1729992	1730216	1730412	1730635
1729209	1729374	1729595	1729827	1730000	1730220	1730415	1730638
1729213	1729376	1729600	1729828	1730001	1730228	1730417	1730647
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1729217	1729381	1729602	1729830	1730015	1730232	1730422	1730685
1729225	1729382	1729606	1729831	1730020	1730234	1730446	1730687
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1729245	1729435	1729644	1729839	1730036	1730250	1730463	1730724
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1730731	1730962	1731132	1731327	1731517	1731685	1731889	1732107
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1730734	1730978	1731140	1731331	1731519	1731689	1731897	1732125
1730736	1730979	1731153	1731334	1731520	1731693	1731910	1732136
1730745	1730982	1731157	1731338	1731521	1731707	1731918	1732140
1730747	1730983	1731158	1731340	1731524	1731709	1731919	1732144
1730751	1730984	1731160	1731341	1731525	1731713	1731920	1732163
1730756	1730985	1731161	1731342	1731528	1731714	1731925	1732165
1730764	1730987	1731163	1731344	1731530	1731715	1731939	1732170
1730771	1730990	1731168	1731345	1731531	1731719	1731941	1732186
1730772	1730991	1731170	1731350	1731532	1731721	1731942	1732189
1730773	1730995	1731172	1731364	1731538	1731722	1731946	1732191
1730776	1730996	1731179	1731366	1731539	1731723	1731947	1732194
1730777	1730997	1731182	1731370	1731545	1731728	1731948	1732198
1730778	1731002	1731183	1731375	1731546	1731731	1731949	1732209
1730779	1731004	1731184	1731376	1731551	1731732	1731950	1732213
1730782	1731007	1731188	1731378	1731553	1731733	1731952	1732215
1730783	1731008	1731190	1731381	1731554	1731735	1731958	1732218
1730786	1731014	1731191	1731388	1731559	1731736	1731960	1732219
1730787	1731015	1731192	1731391	1731562	1731737	1731962	1732220
1730796	1731016	1731198	1731392	1731563	1731739	1731964	1732222
1730797	1731017	1731199	1731393	1731564	1731740	1731966	1732225
1730801	1731018	1731201	1731395	1731580	1731743	1731971	1732226
1730802	1731019	1731202	1731396	1731581	1731744	1731972	1732228
1730805	1731021	1731204	1731404	1731583	1731745	1731976	1732229
1730806	1731023	1731205	1731408	1731584	1731746	1731977	1732251
1730807	1731027	1731207	1731409	1731585	1731748	1731978	1732252
1730810	1731029	1731211	1731411	1731590	1731749	1731999	1732253
1730816	1731030	1731212	1731413	1731591	1731750	1732000	1732255
1730818	1731032	1731213	1731414	1731592	1731751	1732004	1732257
1730822	1731046	1731220	1731416	1731593	1731752	1732010	1732258
1730823	1731049	1731222	1731421	1731595	1731769	1732011	1732265
1730824	1731051	1731224	1731425	1731603	1731770	1732013	1732276
1730825	1731052	1731241	1731441	1731605	1731774	1732014	1732288
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1730838	1731070	1731253	1731449	1731619	1731789	1732030	1732325
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1730884	1731085	1731259	1731452	1731639	1731798	1732034	1732327
1730885	1731086	1731260	1731463	1731640	1731815	1732039	1732328
1730888	1731088	1731263	1731467	1731641	1731818	1732040	1732333
1730893	1731089	1731265	1731468	1731642	1731821	1732048	1732334
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1730923	1731121	1731301	1731506	1731671	1731851	1732079	1732390
1730938	1731122	1731303	1731508	1731672	1731852	1732087	1732394
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1732446	1732644	1732832	1733027	1733219	1733419	1733623	1733783
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1732454	1732650	1732835	1733048	1733228	1733428	1733627	1733793
1732455	1732653	1732838	1733049	1733229	1733429	1733628	1733794
1732457	1732661	1732841	1733050	1733230	1733430	1733629	1733795
1732459	1732662	1732847	1733057	1733231	1733431	1733631	1733796
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1732467	1732668	1732852	1733067	1733238	1733433	1733634	1733799
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1732482	1732683	1732861	1733090	1733262	1733444	1733652	1733815
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1732519	1732714	1732909	1733122	1733306	1733513	1733689	1733860
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1732539	1732728	1732913	1733135	1733309	1733519	1733698	1733868
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1732564	1732766	1732938	1733173	1733352	1733548	1733722	1733894
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1732583	1732807	1732990	1733190	1733381	1733586	1733753	1733935
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1733967	1734147	1734353	1734513	1734683	1734839	1735004	1735168
1733971	1734150	1734357	1734515	1734691	1734840	1735005	1735169
1733972	1734151	1734358	1734516	1734693	1734841	1735006	1735171
1733973	1734153	1734359	1734517	1734694	1734842	1735007	1735173
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1733983	1734158	1734366	1734524	1734703	1734850	1735010	1735193
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1733986	1734161	1734373	1734526	1734709	1734852	1735013	1735201
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1734049	1734259	1734439	1734603	1734773	1734912	1735074	1735258
1734050	1734262	1734441	1734610	1734778	1734913	1735082	1735261
1734053	1734263	1734444	1734613	1734779	1734914	1735085	1735262
1734055	1734264	1734445	1734614	1734784	1734915	1735090	1735267
1734062	1734266	1734446	1734615	1734788	1734916	1735092	1735269
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1735355	1735554	1735746	1735913	1736056	1736224	1736374	1736525
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1735372	1735564	1735762	1735918	1736065	1736233	1736384	1736538
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1736648	1736823	1736972	1737151	1737321	1737484	1737653	1737812
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1736658	1736837	1736983	1737158	1737326	1737492	1737667	1737820
1736661	1736838	1736984	1737159	1737327	1737493	1737668	1737826
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1736672	1736849	1737012	1737179	1737339	1737515	1737685	1737839
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1736715	1736900	1737058	1737240	1737404	1737567	1737727	1737889
1736716	1736904	1737060	1737241	1737410	1737568	1737729	1737890
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1736722	1736908	1737076	1737243	1737415	1737570	1737731	1737894
1736723	1736910	1737078	1737245	1737416	1737573	1737734	1737911
1736727	1736911	1737079	1737251	1737418	1737575	1737745	1737913
1736729	1736913	1737080	1737252	1737420	1737576	1737746	1737917
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1736736	1736915	1737082	1737254	1737429	1737581	1737754	1737919
1736737	1736916	1737083	1737255	1737430	1737582	1737755	1737920
1736741	1736918	1737084	1737256	1737431	1737584	1737759	1737921
1736744	1736922	1737088	1737258	1737437	1737594	1737760	1737923
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1736752	1736925	1737091	1737264	1737445	1737599	1737763	1737929
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1736796	1736945	1737128	1737290	1737456	1737618	1737791	1737949
1736797	1736946	1737134	1737291	1737458	1737620	1737797	1737952
1736800	1736949	1737136	1737293	1737463	1737621	1737798	1737953
1736805	1736951	1737138	1737294	1737464	1737624	1737800	1737960
1736809	1736954	1737139	1737299	1737470	1737627	1737801	1737965
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1736816	1736956	1737142	1737305	1737477	1737633	1737806	1737967
1736817	1736957	1737143	1737312	1737478	1737637	1737807	1737972
1736819	1736958	1737146	1737313	1737479	1737642	1737808	1737976
1736820	1736959	1737147	1737317	1737480	1737646	1737809	1737980
1736821	1736965	1737149	1737318	1737482	1737648	1737810	1737981
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1737985	1738165	1738331	1738515	1738645	1738822	1739039	1739241
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1737989	1738167	1738335	1738517	1738653	1738824	1739043	1739252
1737990	1738168	1738336	1738518	1738657	1738827	1739044	1739255
1737992	1738169	1738345	1738519	1738659	1738829	1739048	1739261
1737993	1738170	1738347	1738522	1738660	1738835	1739059	1739267
1737995	1738171	1738348	1738523	1738661	1738836	1739060	1739268
1737996	1738182	1738351	1738524	1738664	1738843	1739062	1739269
1738003	1738186	1738352	1738526	1738669	1738853	1739063	1739276
1738005	1738189	1738354	1738529	1738670	1738854	1739065	1739281
1738006	1738192	1738355	1738530	1738674	1738863	1739067	1739284
1738007	1738201	1738359	1738531	1738676	1738867	1739069	1739287
1738008	1738202	1738360	1738532	1738678	1738870	1739075	1739288
1738010	1738203	1738364	1738533	1738681	1738871	1739079	1739289
1738014	1738206	1738365	1738534	1738683	1738872	1739082	1739292
1738015	1738211	1738366	1738537	1738685	1738879	1739084	1739297
1738016	1738222	1738372	1738539	1738689	1738882	1739085	1739299
1738017	1738224	1738374	1738542	1738690	1738884	1739095	1739300
1738028	1738228	1738379	1738544	1738691	1738887	1739099	1739305
1738031	1738230	1738382	1738545	1738698	1738895	1739100	1739306
1738033	1738231	1738383	1738546	1738700	1738896	1739101	1739307
1738035	1738232	1738385	1738555	1738703	1738904	1739103	1739308
1738036	1738233	1738400	1738556	1738705	1738907	1739112	1739313
1738037	1738237	1738403	1738557	1738711	1738908	1739116	1739320
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1738048	1738239	1738407	1738560	1738716	1738910	1739119	1739322
1738056	1738240	1738408	1738562	1738726	1738914	1739120	1739325
1738058	1738242	1738411	1738563	1738732	1738922	1739122	1739332
1738059	1738243	1738416	1738566	1738735	1738924	1739128	1739333
1738060	1738245	1738417	1738570	1738736	1738926	1739130	1739337
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1738076	1738253	1738430	1738580	1738752	1738941	1739147	1739344
1738077	1738254	1738437	1738585	1738754	1738943	1739151	1739345
1738081	1738262	1738439	1738586	1738755	1738946	1739156	1739346
1738082	1738268	1738440	1738588	1738756	1738954	1739161	1739350
1738085	1738270	1738443	1738589	1738760	1738959	1739164	1739351
1738087	1738273	1738444	1738590	1738761	1738967	1739165	1739352
1738095	1738277	1738445	1738594	1738762	1738968	1739167	1739366
1738102	1738279	1738447	1738596	1738765	1738971	1739168	1739368
1738103	1738281	1738448	1738598	1738766	1738973	1739171	1739369
1738105	1738283	1738450	1738601	1738767	1738975	1739172	1739370
1738107	1738285	1738451	1738602	1738768	1738976	1739177	1739371
1738108	1738286	1738452	1738605	1738771	1738982	1739178	1739373
1738110	1738287	1738453	1738607	1738776	1738986	1739184	1739385
1738111	1738288	1738454	1738611	1738777	1738987	1739188	1739389
1738116	1738298	1738455	1738613	1738778	1738990	1739191	1739395
1738118	1738299	1738462	1738614	1738781	1738994	1739192	1739396
1738119	1738308	1738464	1738618	1738786	1738997	1739194	1739399
1738123	1738312	1738468	1738623	1738787	1738998	1739195	1739401
1738125	1738315	1738473	1738624	1738788	1739005	1739198	1739402
1738129	1738316	1738474	1738625	1738789	1739007	1739199	1739403
1738131	1738317	1738475	1738627	1738799	1739014	1739203	1739404
1738142	1738319	1738478	1738629	1738801	1739015	1739204	1739407
1738147	1738320	1738487	1738634	1738802	1739018	1739205	1739408
1738148	1738321	1738492	1738636	1738804	1739023	1739208	1739413
1738149	1738325	1738500	1738637	1738815	1739033	1739209	1739414
1738150	1738326	1738510	1738639	1738816	1739034	1739214	1739415
1738151	1738327	1738511	1738641	1738819	1739035	1739220	1739423
1738156	1738328	1738512	1738642	1738820	1739037	1739223	1739425
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1739441	1739611	1739790	1739982	1740138	1740305	1740504	1740663
1739444	1739612	1739804	1739983	1740139	1740307	1740511	1740665
1739445	1739613	1739807	1739985	1740140	1740309	1740512	1740668
1739446	1739614	1739809	1739986	1740142	1740310	1740513	1740675
1739447	1739616	1739810	1739987	1740144	1740315	1740520	1740678
1739448	1739621	1739811	1739989	1740145	1740319	1740521	1740679
1739449	1739622	1739812	1739990	1740146	1740324	1740522	1740680
1739450	1739623	1739817	1739991	1740147	1740328	1740523	1740686
1739453	1739635	1739820	1739993	1740148	1740329	1740524	1740687
1739456	1739636	1739821	1740000	1740149	1740330	1740525	1740689
1739461	1739646	1739824	1740003	1740150	1740333	1740526	1740690
1739462	1739647	1739825	1740004	1740163	1740334	1740527	1740693
1739473	1739652	1739826	1740005	1740164	1740335	1740531	1740694
1739481	1739654	1739828	1740008	1740165	1740336	1740532	1740696
1739482	1739655	1739831	1740011	1740170	1740338	1740533	1740698
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1739492	1739662	1739852	1740022	1740196	1740355	1740551	1740724
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1739496	1739666	1739858	1740033	1740200	1740358	1740570	1740735
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1739507	1739671	1739863	1740039	1740205	1740360	1740575	1740742
1739513	1739675	1739866	1740040	1740207	1740363	1740576	1740744
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1739522	1739687	1739880	1740062	1740213	1740378	1740587	1740751
1739523	1739689	1739883	1740063	1740225	1740379	1740593	1740752
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1739527	1739691	1739886	1740070	1740227	1740409	1740599	1740759
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1739531	1739693	1739888	1740075	1740233	1740414	1740602	1740770
1739532	1739694	1739889	1740076	1740234	1740419	1740606	1740773
1739536	1739695	1739891	1740083	1740235	1740421	1740608	1740779
1739537	1739696	1739892	1740086	1740236	1740423	1740615	1740786
1739538	1739703	1739893	1740087	1740239	1740437	1740620	1740787
1739540	1739706	1739902	1740088	1740240	1740438	1740621	1740789
1739541	1739713	1739903	1740090	1740242	1740441	1740623	1740790
1739543	1739717	1739919	1740091	1740251	1740442	1740625	1740794
1739545	1739720	1739920	1740094	1740252	1740445	1740626	1740798
1739550	1739721	1739923	1740095	1740256	1740447	1740631	1740808
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1739552	1739723	1739937	1740104	1740263	1740453	1740635	1740818
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1739573	1739746	1739949	1740116	1740281	1740465	1740644	1740828
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1739579	1739760	1739955	1740119	1740286	1740472	1740647	1740835
1739580	1739761	1739956	1740120	1740289	1740475	1740648	1740837
1739583	1739762	1739961	1740123	1740290	1740476	1740651	1740838
1739584	1739767	1739963	1740125	1740292	1740478	1740652	1740839
1739590	1739768	1739967	1740130	1740293	1740479	1740653	1740840
1739591	1739772	1739968	1740131	1740294	1740483	1740656	1740842
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1740856	1741012	1741193	1741406	1741628	1741807	1742024	1742189
1740858	1741013	1741194	1741408	1741629	1741814	1742026	1742190
1740859	1741014	1741201	1741414	1741630	1741816	1742027	1742191
1740860	1741016	1741206	1741415	1741631	1741817	1742028	1742193
1740861	1741017	1741207	1741416	1741634	1741819	1742030	1742194
1740862	1741022	1741214	1741420	1741637	1741822	1742031	1742197
1740870	1741029	1741223	1741430	1741639	1741834	1742034	1742202
1740871	1741031	1741228	1741432	1741640	1741835	1742038	1742215
1740874	1741032	1741230	1741436	1741641	1741838	1742039	1742217
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1740878	1741039	1741236	1741442	1741643	1741843	1742041	1742219
1740879	1741045	1741239	1741449	1741645	1741845	1742042	1742220
1740880	1741052	1741240	1741450	1741647	1741847	1742043	1742222
1740881	1741054	1741241	1741452	1741652	1741848	1742044	1742225
1740888	1741055	1741243	1741453	1741653	1741849	1742052	1742226
1740891	1741056	1741246	1741454	1741654	1741853	1742053	1742227
1740897	1741057	1741252	1741455	1741658	1741856	1742054	1742228
1740900	1741064	1741268	1741456	1741659	1741857	1742056	1742229
1740905	1741074	1741269	1741457	1741662	1741860	1742057	1742230
1740910	1741075	1741273	1741458	1741663	1741862	1742061	1742231
1740916	1741076	1741278	1741460	1741668	1741863	1742062	1742234
1740917	1741080	1741280	1741464	1741673	1741864	1742064	1742235
1740921	1741082	1741281	1741469	1741676	1741865	1742066	1742236
1740923	1741083	1741282	1741470	1741677	1741867	1742069	1742238
1740924	1741085	1741283	1741479	1741679	1741868	1742070	1742241
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1740932	1741090	1741292	1741482	1741686	1741875	1742076	1742250
1740933	1741091	1741293	1741485	1741693	1741879	1742077	1742259
1740935	1741092	1741296	1741487	1741694	1741883	1742078	1742266
1740939	1741093	1741298	1741493	1741704	1741884	1742081	1742269
1740941	1741101	1741299	1741501	1741707	1741886	1742083	1742271
1740945	1741107	1741300	1741506	1741710	1741904	1742098	1742274
1740946	1741108	1741302	1741512	1741711	1741909	1742099	1742277
1740948	1741109	1741303	1741516	1741712	1741911	1742108	1742283
1740950	1741119	1741315	1741519	1741713	1741920	1742110	1742286
1740951	1741121	1741316	1741525	1741714	1741921	1742125	1742291
1740953	1741126	1741326	1741527	1741721	1741925	1742127	1742294
1740954	1741127	1741328	1741532	1741722	1741927	1742128	1742295
1740958	1741129	1741336	1741536	1741726	1741939	1742129	1742296
1740959	1741132	1741337	1741538	1741729	1741940	1742130	1742298
1740961	1741139	1741338	1741540	1741732	1741944	1742131	1742300
1740962	1741144	1741340	1741551	1741733	1741949	1742134	1742301
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1740968	1741154	1741354	1741568	1741738	1741953	1742136	1742303
1740970	1741158	1741357	1741570	1741739	1741955	1742139	1742304
1740971	1741159	1741361	1741571	1741741	1741959	1742145	1742313
1740973	1741160	1741362	1741579	1741744	1741961	1742146	1742315
1740978	1741161	1741365	1741581	1741748	1741963	1742150	1742325
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1740986	1741169	1741379	1741594	1741756	1741974	1742159	1742333
1740987	1741170	1741380	1741601	1741763	1741975	1742161	1742334
1740988	1741171	1741382	1741611	1741765	1741984	1742162	1742336
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1740993	1741180	1741385	1741613	1741788	1742000	1742165	1742343
1740995	1741182	1741389	1741617	1741789	1742001	1742166	1742347
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1742352	1742507	1742702	1742871	1743045	1743263	1743457	1743627
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1742356	1742512	1742707	1742883	1743049	1743276	1743466	1743632
1742358	1742516	1742712	1742887	1743050	1743278	1743473	1743636
1742361	1742517	1742713	1742889	1743053	1743279	1743477	1743638
1742363	1742518	1742714	1742890	1743062	1743280	1743480	1743642
1742364	1742531	1742717	1742891	1743075	1743281	1743482	1743645
1742365	1742532	1742720	1742892	1743078	1743282	1743483	1743649
1742366	1742533	1742721	1742893	1743082	1743285	1743484	1743650
1742369	1742535	1742729	1742895	1743084	1743287	1743495	1743651
1742372	1742539	1742730	1742896	1743086	1743288	1743496	1743654
1742374	1742541	1742731	1742897	1743091	1743291	1743501	1743657
1742375	1742545	1742734	1742901	1743094	1743292	1743503	1743658
1742378	1742546	1742735	1742903	1743098	1743297	1743504	1743659
1742379	1742554	1742736	1742905	1743099	1743298	1743505	1743660
1742380	1742556	1742739	1742906	1743100	1743299	1743511	1743661
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1742387	1742563	1742743	1742915	1743112	1743313	1743524	1743668
1742388	1742564	1742744	1742916	1743120	1743324	1743525	1743686
1742389	1742565	1742746	1742919	1743134	1743328	1743526	1743689
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1742391	1742569	1742754	1742921	1743137	1743331	1743531	1743697
1742394	1742572	1742755	1742924	1743138	1743333	1743532	1743701
1742396	1742574	1742768	1742928	1743139	1743334	1743533	1743702
1742399	1742577	1742770	1742929	1743141	1743336	1743535	1743704
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1742407	1742583	1742772	1742933	1743151	1743345	1743540	1743708
1742408	1742586	1742773	1742934	1743152	1743350	1743542	1743709
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1742421	1742607	1742812	1742968	1743176	1743374	1743560	1743732
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1742433	1742636	1742821	1742987	1743185	1743393	1743576	1743741
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1742497	1742696	1742867	1743039	1743257	1743454	1743621	1743791
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1743806	1743981	1744161	1744322	1744515	1744687	1744867	1745081
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1743813	1743985	1744166	1744346	1744529	1744693	1744872	1745083
1743814	1743986	1744167	1744348	1744530	1744704	1744873	1745088
1743817	1743988	1744169	1744349	1744531	1744706	1744874	1745090
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1743839	1744013	1744182	1744366	1744552	1744728	1744890	1745101
1743845	1744015	1744184	1744371	1744553	1744733	1744891	1745103
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1743853	1744021	1744202	1744396	1744558	1744740	1744904	1745114
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1743880	1744043	1744217	1744419	1744578	1744767	1744922	1745131
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1743887	1744046	1744230	1744422	1744583	1744781	1744949	1745145
1743890	1744047	1744231	1744423	1744584	1744783	1744950	1745146
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1743898	1744056	1744247	1744437	1744594	1744793	1744961	1745155
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1743917	1744095	1744261	1744453	1744611	1744806	1744997	1745180
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1743919	1744099	1744267	1744455	1744614	1744810	1745007	1745184
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1743926	1744104	1744269	1744457	1744620	1744820	1745016	1745187
1743927	1744106	1744270	1744458	1744624	1744821	1745020	1745188
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1743936	1744113	1744278	1744461	1744630	1744827	1745031	1745193
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1743974	1744142	1744309	1744496	1744665	1744856	1745054	1745223
1743976	1744143	1744312	1744499	1744666	1744860	1745056	1745226
1743977	1744146	1744315	1744500	1744667	1744861	1745057	1745229
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1745256	1745462	1745647	1745838	1746072	1746265	1746435	1746631
1745262	1745466	1745657	1745841	1746073	1746266	1746442	1746632
1745270	1745467	1745668	1745843	1746074	1746277	1746449	1746634
1745275	1745472	1745670	1745844	1746077	1746279	1746475	1746644
1745276	1745474	1745671	1745845	1746079	1746280	1746482	1746645
1745277	1745476	1745676	1745847	1746085	1746281	1746485	1746648
1745282	1745477	1745678	1745848	1746089	1746282	1746486	1746654
1745287	1745480	1745680	1745850	1746098	1746283	1746487	1746661
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1746842	1746980	1747145	1747330	1747498	1747711	1747920	1748142
1746843	1746981	1747149	1747331	1747500	1747712	1747921	1748143
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1746849	1746985	1747173	1747340	1747506	1747720	1747930	1748160
1746850	1746988	1747174	1747341	1747508	1747721	1747932	1748161
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1746859	1747009	1747183	1747354	1747530	1747741	1747947	1748169
1746860	1747010	1747185	1747358	1747533	1747746	1747949	1748170
1746865	1747011	1747186	1747359	1747534	1747753	1747950	1748172
1746866	1747012	1747199	1747368	1747535	1747755	1747951	1748181
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1746869	1747020	1747202	1747371	1747542	1747760	1747954	1748188
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1746876	1747022	1747206	1747380	1747550	1747770	1747961	1748193
1746880	1747023	1747209	1747381	1747551	1747772	1747962	1748194
1746881	1747025	1747210	1747382	1747554	1747775	1747971	1748199
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1746887	1747029	1747212	1747395	1747557	1747781	1747981	1748204
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1746892	1747033	1747215	1747399	1747562	1747784	1747991	1748214
1746895	1747035	1747217	1747400	1747563	1747786	1747992	1748216
1746897	1747036	1747218	1747401	1747565	1747787	1747994	1748221
1746899	1747037	1747220	1747403	1747567	1747788	1748000	1748222
1746901	1747038	1747221	1747404	1747569	1747792	1748010	1748230
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1746910	1747041	1747226	1747410	1747576	1747795	1748016	1748241
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1746917	1747058	1747233	1747416	1747580	1747804	1748021	1748244
1746922	1747061	1747235	1747420	1747581	1747811	1748023	1748245
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1746931	1747072	1747261	1747426	1747594	1747830	1748028	1748251
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1746935	1747076	1747269	1747431	1747601	1747834	1748046	1748265
1746937	1747077	1747270	1747435	1747605	1747835	1748055	1748268
1746938	1747079	1747272	1747436	1747606	1747838	1748056	1748272
1746939	1747080	1747273	1747439	1747607	1747839	1748062	1748279
1746941	1747084	1747281	1747440	1747608	1747841	1748065	1748280
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1746946	1747095	1747284	1747447	1747616	1747854	1748077	1748306
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1746954	1747101	1747305	1747452	1747628	1747862	1748111	1748312
1746955	1747108	1747306	1747453	1747643	1747864	1748112	1748320
1746956	1747109	1747307	1747454	1747647	1747870	1748113	1748321
1746960	1747111	1747308	1747457	1747677	1747882	1748119	1748331
1746967	1747113	1747313	1747459	1747690	1747889	1748121	1748332

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1748337	1748507	1748702	1748830	1748992	1749180	1749359	1749510
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1748349	1748511	1748715	1748839	1749010	1749190	1749368	1749520
1748350	1748516	1748718	1748845	1749011	1749193	1749369	1749521
1748358	1748517	1748719	1748846	1749013	1749198	1749370	1749526
1748359	1748520	1748723	1748849	1749029	1749199	1749372	1749527
1748360	1748522	1748724	1748850	1749030	1749200	1749373	1749529
1748363	1748523	1748727	1748852	1749031	1749203	1749378	1749533
1748364	1748534	1748728	1748853	1749035	1749205	1749379	1749535
1748366	1748537	1748729	1748854	1749036	1749206	1749382	1749538
1748367	1748541	1748742	1748855	1749038	1749207	1749384	1749539
1748368	1748543	1748743	1748859	1749040	1749210	1749386	1749541
1748369	1748546	1748746	1748860	1749042	1749212	1749387	1749545
1748374	1748547	1748748	1748864	1749047	1749214	1749394	1749546
1748375	1748552	1748749	1748866	1749049	1749217	1749395	1749555
1748376	1748553	1748751	1748867	1749050	1749221	1749396	1749557
1748381	1748561	1748753	1748868	1749052	1749234	1749401	1749558
1748388	1748562	1748756	1748871	1749053	1749238	1749403	1749559
1748391	1748563	1748759	1748872	1749054	1749241	1749404	1749571
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1748395	1748566	1748761	1748877	1749063	1749243	1749415	1749574
1748397	1748569	1748762	1748882	1749068	1749245	1749416	1749575
1748398	1748571	1748765	1748885	1749071	1749247	1749418	1749576
1748405	1748572	1748766	1748891	1749072	1749248	1749419	1749578
1748407	1748573	1748767	1748902	1749073	1749259	1749420	1749580
1748421	1748574	1748768	1748903	1749074	1749265	1749423	1749585
1748423	1748577	1748769	1748907	1749076	1749269	1749425	1749587
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1748441	1748601	1748781	1748919	1749095	1749294	1749445	1749600
1748442	1748614	1748783	1748920	1749097	1749296	1749449	1749601
1748444	1748615	1748784	1748929	1749098	1749297	1749452	1749602
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1748446	1748617	1748787	1748936	1749103	1749301	1749454	1749604
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1748465	1748629	1748799	1748949	1749120	1749321	1749463	1749612
1748469	1748631	1748800	1748950	1749124	1749322	1749464	1749613
1748470	1748633	1748803	1748953	1749127	1749325	1749465	1749615
1748471	1748637	1748805	1748954	1749129	1749326	1749467	1749629
1748480	1748638	1748806	1748955	1749137	1749327	1749468	1749631
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1748488	1748654	1748813	1748960	1749142	1749330	1749477	1749638
1748489	1748656	1748814	1748965	1749147	1749331	1749479	1749643
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1748491	1748672	1748818	1748975	1749152	1749338	1749488	1749646
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1748504	1748686	1748826	1748985	1749165	1749352	1749503	1749662
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1749672	1749833	1749992	1750157	1750355	1750526	1750690	1750878
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1749675	1749835	1749997	1750159	1750357	1750528	1750702	1750881
1749676	1749837	1749998	1750161	1750362	1750529	1750703	1750889
1749678	1749841	1750002	1750162	1750365	1750534	1750705	1750890
1749680	1749842	1750005	1750166	1750366	1750540	1750709	1750892
1749681	1749852	1750007	1750172	1750367	1750542	1750716	1750893
1749682	1749854	1750008	1750176	1750368	1750543	1750724	1750894
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1749685	1749861	1750016	1750184	1750370	1750549	1750731	1750901
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1749692	1749868	1750022	1750196	1750376	1750566	1750733	1750908
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1749701	1749879	1750026	1750204	1750381	1750573	1750736	1750925
1749702	1749883	1750027	1750208	1750387	1750577	1750737	1750931
1749708	1749885	1750029	1750212	1750389	1750578	1750743	1750933
1749711	1749886	1750033	1750213	1750393	1750582	1750746	1750934
1749712	1749888	1750035	1750217	1750394	1750583	1750753	1750939
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1749717	1749893	1750047	1750243	1750407	1750586	1750761	1750944
1749718	1749896	1750048	1750252	1750408	1750588	1750763	1750947
1749723	1749897	1750051	1750257	1750409	1750591	1750766	1750949
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1749745	1749918	1750065	1750275	1750425	1750607	1750789	1750967
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1749764	1749931	1750095	1750290	1750451	1750633	1750810	1751006
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1749789	1749944	1750106	1750306	1750456	1750640	1750821	1751024
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1749810	1749969	1750125	1750326	1750485	1750657	1750851	1751054
1749811	1749970	1750126	1750327	1750493	1750658	1750852	1751056
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1749822	1749977	1750146	1750340	1750505	1750668	1750863	1751070
1749824	1749980	1750147	1750341	1750508	1750676	1750866	1751078
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1749829	1749986	1750153	1750346	1750515	1750678	1750875	1751085
1749830	1749987	1750154	1750351	1750523	1750682	1750876	1751087
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1751205	1751399	1751595	1751771	1752001	2000059955	20CH054263	20CH059214
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1751217	1751409	1751597	1751775	1752018	2000061854	20CH054517	20CH059573
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1751221	1751416	1751609	1751783	1752021	2000064153	20CH054519	20CH059682
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20CH061133	20CH066170	20EZ090602	20MT062158	20MT074114	20MT093080	20T0051872	20T0052884
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20CH061225	20CH066212	20EZ094483	20MT063766	20MT074364	20MT093184	20T0052043	20T0052892
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20CH061412	20CH066374	20MT052199	20MT064027	20MT074503	20MT093213	20T0052086	20T0052921
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20T0099909	20T0100495	20T0101165	20T0101985	20T0102804	20T0103572	20T0105067	20T0105759

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20T0105768	20T0106413	20T0107108	20T0107804	20T0108689	20T0109396	20T0110237	20T0110907
20T0105784	20T0106426	20T0107109	20T0107807	20T0108735	20T0109415	20T0110245	20T0110915
20T0105785	20T0106428	20T0107110	20T0107822	20T0108738	20T0109428	20T0110246	20T0110933
20T0105803	20T0106464	20T0107114	20T0107838	20T0108749	20T0109431	20T0110248	20T0110937
20T0105828	20T0106469	20T0107140	20T0107839	20T0108755	20T0109440	20T0110255	20T0110947
20T0105831	20T0106518	20T0107141	20T0107869	20T0108756	20T0109458	20T0110268	20T0110956
20T0105835	20T0106548	20T0107144	20T0107894	20T0108757	20T0109477	20T0110269	20T0110957
20T0105837	20T0106556	20T0107147	20T0107900	20T0108761	20T0109482	20T0110270	20T0110959
20T0105850	20T0106575	20T0107156	20T0107902	20T0108780	20T0109498	20T0110273	20T0110964
20T0105853	20T0106630	20T0107163	20T0107917	20T0108781	20T0109504	20T0110275	20T0110969
20T0105855	20T0106637	20T0107199	20T0107919	20T0108789	20T0109541	20T0110283	20T0110997
20T0105859	20T0106644	20T0107201	20T0107921	20T0108803	20T0109546	20T0110284	20T0111066
20T0105868	20T0106652	20T0107225	20T0107940	20T0108816	20T0109553	20T0110290	20T0111079
20T0105870	20T0106666	20T0107241	20T0107948	20T0108824	20T0109564	20T0110301	20T0111081
20T0105873	20T0106674	20T0107265	20T0107967	20T0108826	20T0109566	20T0110302	20T0111092
20T0105875	20T0106681	20T0107293	20T0108159	20T0108833	20T0109583	20T0110314	20T0111093
20T0105881	20T0106697	20T0107299	20T0108161	20T0108896	20T0109590	20T0110327	20T0111096
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20T0105909	20T0106700	20T0107316	20T0108174	20T0108904	20T0109598	20T0110338	20T0111110
20T0105911	20T0106753	20T0107341	20T0108236	20T0108906	20T0109600	20T0110341	20T0111117
20T0105924	20T0106763	20T0107350	20T0108238	20T0108909	20T0109601	20T0110370	20T0111136
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20T0105978	20T0106784	20T0107391	20T0108260	20T0108938	20T0109647	20T0110399	20T0111167
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20T0105986	20T0106791	20T0107407	20T0108288	20T0108955	20T0109666	20T0110414	20T0111191
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20T0106039	20T0106798	20T0107432	20T0108330	20T0108984	20T0109673	20T0110466	20T0111222
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20T0106082	20T0106809	20T0107505	20T0108335	20T0109031	20T0109693	20T0110478	20T0111240
20T0106086	20T0106854	20T0107520	20T0108354	20T0109054	20T0109697	20T0110479	20T0111244
20T0106087	20T0106857	20T0107521	20T0108359	20T0109055	20T0109698	20T0110487	20T0111250
20T0106092	20T0106878	20T0107522	20T0108361	20T0109057	20T0109719	20T0110508	20T0111256
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20T0106142	20T0106901	20T0107565	20T0108484	20T0109151	20T0109781	20T0110615	20T0111278
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20T0106198	20T0106941	20T0107624	20T0108536	20T0109245	20T0109870	20T0110725	20T0111310
20T0106200	20T0106955	20T0107646	20T0108546	20T0109255	20T0109875	20T0110726	20T0111328
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20T0106217	20T0106985	20T0107648	20T0108568	20T0109260	20T0109910	20T0110760	20T0111377
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20T0106272	20T0107021	20T0107686	20T0108594	20T0109319	20T0110033	20T0110790	20T0111425
20T0106277	20T0107024	20T0107712	20T0108598	20T0109330	20T0110037	20T0110806	20T0111433
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20T0106305	20T0107051	20T0107746	20T0108606	20T0109351	20T0110066	20T0110840	20T0111490
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20T0106400	20T0107089	20T0107796	20T0108639	20T0109385	20T0110160	20T0110860	20T0111586
20T0106406	20T0107092	20T0107801	20T0108645	20T0109387	20T0110170	20T0110893	20T0111593
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20T0111629	20T0112199	20T0113056	20T0113772	20T0114762	20T0115470	20T0116209	20T0116771
20T0111646	20T0112200	20T0113061	20T0113790	20T0114773	20T0115593	20T0116214	20T0116790
20T0111647	20T0112214	20T0113068	20T0113792	20T0114776	20T0115594	20T0116215	20T0116798
20T0111655	20T0112233	20T0113069	20T0113793	20T0114777	20T0115598	20T0116224	20T0116799
20T0111657	20T0112240	20T0113073	20T0113795	20T0114781	20T0115608	20T0116244	20T0116806
20T0111659	20T0112257	20T0113084	20T0113826	20T0114790	20T0115620	20T0116245	20T0116808
20T0111660	20T0112261	20T0113087	20T0113827	20T0114795	20T0115636	20T0116247	20T0116840
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20T0111669	20T0112315	20T0113112	20T0113868	20T0114809	20T0115648	20T0116288	20T0116856
20T0111678	20T0112317	20T0113137	20T0114005	20T0114815	20T0115658	20T0116297	20T0116866
20T0111712	20T0112323	20T0113138	20T0114033	20T0114822	20T0115660	20T0116298	20T0116884
20T0111723	20T0112337	20T0113139	20T0114055	20T0114823	20T0115672	20T0116302	20T0116901
20T0111736	20T0112339	20T0113167	20T0114061	20T0114830	20T0115679	20T0116316	20T0116902
20T0111751	20T0112355	20T0113231	20T0114092	20T0114831	20T0115700	20T0116330	20T0116935
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20T0111772	20T0112374	20T0113266	20T0114144	20T0114861	20T0115738	20T0116348	20T0116956
20T0111773	20T0112383	20T0113268	20T0114155	20T0114883	20T0115745	20T0116353	20T0116959
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20T0111804	20T0112459	20T0113308	20T0114199	20T0114988	20T0115776	20T0116392	20T0116995
20T0111816	20T0112463	20T0113311	20T0114204	20T0115026	20T0115777	20T0116393	20T0117000
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20T0111857	20T0112620	20T0113371	20T0114357	20T0115134	20T0115845	20T0116447	20T0117109
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20T0111877	20T0112690	20T0113436	20T0114414	20T0115199	20T0115885	20T0116486	20T0117146
20T0111881	20T0112721	20T0113483	20T0114420	20T0115200	20T0115887	20T0116488	20T0117197
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20T0111953	20T0112836	20T0113543	20T0114456	20T0115252	20T0116024	20T0116542	20T0117276
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20T0111975	20T0112845	20T0113574	20T0114517	20T0115262	20T0116057	20T0116559	20T0117284
20T0111978	20T0112867	20T0113579	20T0114531	20T0115278	20T0116061	20T0116567	20T0117291
20T0111980	20T0112895	20T0113580	20T0114544	20T0115297	20T0116066	20T0116573	20T0117292
20T0111985	20T0112903	20T0113607	20T0114545	20T0115298	20T0116067	20T0116575	20T0117296
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20T0112032	20T0112975	20T0113648	20T0114649	20T0115319	20T0116098	20T0116658	20T0117350
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20T0112049	20T0112998	20T0113668	20T0114691	20T0115363	20T0116114	20T0116683	20T0117403
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20T0117444	20T0118104	20T0118787	20T0119354	20T0120105	20T0120815	20T0121827	20T0122500
20T0117446	20T0118111	20T0118798	20T0119358	20T0120106	20T0120835	20T0121828	20T0122508
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20T0117473	20T0118114	20T0118816	20T0119394	20T0120118	20T0120924	20T0121846	20T0122510
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20T0117706	20T0118379	20T0119027	20T0119666	20T0120459	20T0121223	20T0122058	20T0122790
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20T0117723	20T0118429	20T0119053	20T0119682	20T0120495	20T0121329	20T0122133	20T0122812
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BL06082900	BL06096020	BL06111700	BL06171310	BL06331790	
BL06083370	BL06096320	BL06111830	BL06182860	BL06331820	
BL06083660	BL06096600	BL06112180	BL06188350	BL06331930	
BL06083830	BL06096720	BL06113110	BL06196040	BL06332050	
BL06084120	BL06096770	BL06113180	BL06198740	BL06332080	
BL06084290	BL06096900	BL06113560	BL06203680	BL06332100	
BL06085280	BL06096920	BL06113770	BL06231980	BL06332170	
BL06085500	BL06097610	BL06114510	BL06249660	BL06332270	
BL06085520	BL06097620	BL06114550	BL06271960	BL06332400	
BL06085860	BL06097950	BL06114630	BL06272980	BL06332420	
BL06085890	BL06098100	BL06115270	BL06281260	BL06332430	
BL06086040	BL06098110	BL06115920	BL06286360	BL06332550	
BL06086220	BL06098120	BL06116220	BL06287050	BL06332560	
BL06086230	BL06098130	BL06116370	BL06302710	BL06332570	
BL06086460	BL06098140	BL06116550	BL06309890	BL06332600	
BL06086470	BL06098150	BL06116560	BL06316210	BL06332830	
BL06086630	BL06098280	BL06117360	BL06316220	BL06332990	
BL06086650	BL06098470	BL06117800	BL06317870	BL06333010	

Annex G

Post-Amendment Date Net Settlement

[See attached.]

**NY Non-NLG
Monthly Accounting Report**

For the Monthly Accounting Period ending on: MM/DD/YYYY

Section 1: Policy cash flows to/(from) Reinsurer (gross)

First Year Premium (net of returns and refunds of premiums)	—	
Renewal Premium (net of returns and refunds of premiums, including dividends)	—	
Premium on Supplemental Contracts w/ life (net of returns and refunds of premiums)	—	
Premium on Supplemental Contracts w/o life (net of returns and refunds of premiums)	—	
A TOTAL Reinsurance Premiums		—
Full / Partial Surrenders, net of surrender charges	—	
Death Claims	—	
Benefit Payments—Supplemental Contracts w/ life (after 2 year exclusion period)	—	
Benefit Payments—Supplemental Contracts w/o life (after 2 year exclusion period)	—	
Dividend Expense	—	
Matured Endowments	—	
Waiver of Premium	—	
B TOTAL Claims		—
Dividend Accumulations Change in Liability	—	
Dividend Accumulations Interest Credited	—	
Dividend Accumulations (Withdrawals)/Deposits	—	
Premium Deposit Funds Change in Liability	—	
Premium Deposit Funds Interest Credited	—	
Premium Deposit Funds (Withdrawals)/Deposits	—	
C TOTAL Dividend Accumulations and Premium Deposit Funds		—
Premiums paid/received on third-party reinsurance	—	
Less: Claims (received)/paid on third-party reinsurance	—	
Less: Commissions / expense allowances on third-party reinsurance	—	
Other Benefits paid/received on third-party reinsurance	—	
D Net third-party reinsurance		—
E Policy Loans		
Policy Loans Change in Asset	—	
Policy Loans Interest Income	—	
Policy Loans (Issued)/Principal Repayments	—	

Section 2: Policy cash flows due to/(owed from) Reinsurer

F Net Policy Cash Flows (A + B + C + D + F)		—
x Quota Share		100%
G Reinsurer Share of Net Policy Cash Flows		—
H Net Settlement Amounts paid to/(by) Reinsurer during Period		
	MM/DD/YYYY	—
I Policy Cash Flows due to/(from) Reinsurer (G - H)		\$ —

Section 3: Policy Expenses owed from Reinsurer

Premiums Received	—	
x 1.8%	1.80%	
Premium Tax Allowance due (from) Reinsurer:		
- Premium Tax Allowance Prior Year True-up due to/(from) Reinsurer		
Guaranty Fund Assessments due (from) Reinsurer		
GSAM Management Fees		
J Monthly Expenses due to/(from) Reinsurer		—

Section 4: Monthly Net Settlement Amount owed to/(from) Reinsurer

K Policy Cash Flows / Policy Expenses Settlement Amount (I + J)		—
Miscellaneous		
a . First Year Commissions	—	
b . Renewal Commissions	—	
c . Agent Loan Payments, Net of Interest and Issuances	—	
d . Agent Debt	—	

e . Agent Advances

—

L Total Miscellaneous

—

M Monthly Net Settlement Amount due to/(from) Reinsurer (K + L)

—

=====

Section 5: Portfolio Yield owed from the Reinsurer

	Initial Cashflow Testing Reserves		—	
	x Barclays Long U.S. Corporate Index Yield-to-Maturity Rate		0.00%	
N	Portfolio Yield			—

Section 6: Net Settlement Amount due to/(from) Reinsurer

O	Monthly Net Settlement Amount due to/(from) Reinsurer (M + N)			—
P	Hedge proceeds less hedge costs ¹			—
Q	Direct Payments made by/(received by) Reinsurer			
		XX/XX/XXXX	—	—
R	Change in EI hedge balance (ending – beginning)			—
S	Net Settlement due to/(from) Reinsurer (O + P + Q + R)			\$ —
	Receivables / Payables on third-party reinsurance ceded at inception due to / (from) reinsurer			—
T	Net settlement due to / (from) after third-party reinsurance receiveble / payable			\$ —

¹ Hedge settlements in “P” and “R” are no longer applicable following the Hedge Termination Date (as defined in the Amended and Restated Coinsurance and Assumption Agreement).

Exhibit I
Form of Trust Agreement

[See attached.]

AMENDED AND RESTATED TRUST AGREEMENT

by and among

ATHENE LIFE INSURANCE COMPANY OF NEW YORK

(hereinafter referred to as the "**Beneficiary**"),

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

(hereinafter referred to as the "**Grantor**"),

and

U.S. BANK NATIONAL ASSOCIATION

(hereinafter referred to as the "**Trustee**")

Dated as of July 31, 2015

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SCHEDULE A LIST OF INITIAL ELIGIBLE ASSETS (EXCLUDING CML ASSETS)

SCHEDULE B LIST OF FUNDS WITHHELD ACCOUNT TRANSFER ELIGIBLE ASSETS TO BE DEPOSITED INTO TRUST ACCOUNT

EXHIBIT A FORM OF GRANTOR SUBSTITUTION NOTICE
EXHIBIT B FORM OF BENEFICIARY WITHDRAWAL NOTICE

PREAMBLE

This **AMENDED AND RESTATED TRUST AGREEMENT** (this "**Trust Agreement**"), dated as of July 31, 2015, is made and entered into by and among Athene Life Insurance Company of New York, formerly known as Aviva Life and Annuity Company of New York, an insurance company domiciled in the State of New York (together with its successors and permitted assigns, the "**Beneficiary**"), First Allmerica Financial Life Insurance Company, an insurance company domiciled in the Commonwealth of Massachusetts (together with its successors and permitted assigns, the "**Grantor**"), and U.S. Bank, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as the "**Trustee**").

WHEREAS, the Grantor, Beneficiary and Trustee are currently party to that certain Trust Agreement, effective as of October 1, 2013 (the "**Existing Trust Agreement**");

WHEREAS, the Grantor, Beneficiary and Trustee now desire that this Trust Agreement amend and restate in its entirety the provisions of the Existing Trust Agreement effective as of July 31, 2015 (the "**Amendment Date**");

WHEREAS, the Grantor and the Beneficiary have entered into that certain Coinsurance and Assumption Agreement, dated October 2, 2013, as amended (the "**Coinsurance Agreement**"); and

WHEREAS, the Grantor desires to transfer to the Trustee for deposit into a trust account certain assets for the benefit of the Beneficiary, which the Trustee will hold in trust for the benefit of the Beneficiary.

NOW THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor, the Beneficiary, and the Trustee agree as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.1 **Definitions**. The following terms, when used in this Trust Agreement, shall have the meanings set forth in this **Section 1.1**. The terms defined below shall be deemed to refer to the singular or plural, as the context requires.

"**Administrative Services Agreement**" means the Administrative Services Agreement between the Grantor and the Beneficiary, dated October 1, 2013.

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to

any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise. Control shall be presumed to exist if any Person directly or indirectly owns, controls or holds with the power to vote ten percent or more of the voting securities of any other Person.

“**Applicable Law**” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time.

“**Beneficiary**” shall have the meaning ascribed to such term in the preamble.

“**Business Day**” means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York or Boston, Massachusetts are required or authorized by Applicable Law to be closed.

“**Coinsurance Agreement**” shall have the meaning ascribed to such term in the recitals of this Trust Agreement.

“**Collateral**” shall have the meaning ascribed to such term in [Section 7.1](#).

“**Eligible Assets**” means cash (United States legal tender) and those investments of the type permitted under the insurance laws of the Commonwealth of Massachusetts and the State of New York for such investments to qualify as admitted assets for a life insurance company domiciled in such states of domicile, applying all applicable qualitative and quantitative limitations as though the Trust Account was a stand-alone life insurance company domiciled in such states of domicile.

“**Fair Market Value**” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Beneficiary, consistently applied.

“**Governmental Entity**” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“**Grantor**” shall have the meaning ascribed to such term in the preamble.

“**Income**” shall have the meaning ascribed to such term in [Section 5.2\(a\)](#).

“**Income Account**” shall have the meaning ascribed to such term in [Section 5.2\(b\)](#).

“**Investment Manager**” shall have the meaning ascribed to such term in [Section 5.4\(b\)](#).

“**Investment Order**” shall have the meaning ascribed to such term in Section 5.4(b).

“**NAIC**” means the National Association of Insurance Commissioners.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“**Replacement Assets**” shall have the meaning ascribed to such term in Section 3.1.

“**Required Balance**” shall have the meaning ascribed to such term in the Coinsurance Agreement; provided that the Trustee shall have no duty to reference the Coinsurance Agreement with respect to the use of “Required Balance” in this Trust Agreement in order for the Trustee to ascertain and perform its duties hereunder.

“**Reserve Certificate**” shall have the meaning ascribed to such term in Section 3.3(a).

“**Statutory Book Value**” means the carrying value of the subject asset or liability on the books of the Grantor for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Grantor’s state of domicile, consistently applied.

“**Transfer Taxes**” shall have the meaning ascribed to such term in Section 8.1.

“**Trust**” means the trust formed hereunder.

“**Trust Account**” shall have the meaning ascribed to such term in Section 2.1(a).

“**Trust Agreement**” shall have the meaning ascribed to such term in the preamble.

“**Trust Assets**” shall mean assets in the Trust Account.

“**Trustee**” shall have the meaning ascribed to such term in the preamble.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 1.2 Interpretation. When a reference is made in this Trust Agreement to an Article, Section, Exhibit or Schedule, such reference shall be to an Article or Section of, or an Exhibit or Schedule to, this Trust Agreement unless otherwise indicated. The Article and Section headings contained in this Trust Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not affect in any way the meaning or interpretation of this Trust Agreement. Whenever the words “include,” “includes” or “including” are used in this Trust Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “herewith” and words of similar import

shall, unless otherwise stated, be construed to refer to this Trust Agreement as a whole and not to any particular provision of this Trust Agreement. The meaning assigned to each term used in this Trust Agreement shall be equally applicable to both the singular and the plural forms of such term and to both the masculine as well as the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, restated, modified, supplemented, or otherwise changed, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. References to a Person are also to its successors and permitted assigns.

ARTICLE II CREATION OF TRUST ACCOUNT

Section 2.1 Obligations of the Beneficiary and the Grantor.

(a) Simultaneously with the execution of this Trust Agreement, the Grantor shall hereby establish with the Trustee, in the name of the Trustee, to be held for the benefit of the Beneficiary pursuant to the provisions of this Trust Agreement, a segregated trust account maintained by the Trustee, in its capacity as Trustee (which in its totality (including all subaccounts thereto) shall be hereinafter referred to as the "**Trust Account**") and the Beneficiary hereby transfers and assigns to such Trust Account the Eligible Assets listed in Schedule A attached hereto.

(b) The Trustee shall not accept any Eligible Assets (other than cash) for deposit into the Trust Account unless the Trustee determines that it, in its capacity as Trustee hereunder, is or will be the registered owner of and holder of legal title to such assets or that such assets are in such form that the Trustee may, if applicable to such asset class, negotiate any such assets, without consent or signature from the Grantor or any other Person. Any Eligible Assets received by the Trustee for deposit into the Trust Account that, if applicable to such asset class, are not in such proper negotiable form or for which title has not been transferred to the Trustee, shall not be accepted by the Trustee and shall be returned to the Grantor as unacceptable. Grantor and Beneficiary acknowledge that registering and titling an asset which was received in negotiable form may require administrative and processing time. Until such asset is titled to the Trustee, even when such asset may appear on the statement of the Trust Account, such asset shall not be subject to the terms and conditions of this Agreement (except for the protections, representations, warranties, covenants, limitations of liability, and indemnities in favor of the Trustee contained in this Agreement).

(c) The Trust Assets shall consist only of Eligible Assets. Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

Section 2.2 Purpose of the Trust.

- (a) The Trust Assets shall be held by the Trustee for the benefit of the Beneficiary.
- (b) The Trustee has all trust powers necessary and reasonable in the performance of its duties hereunder except as otherwise expressly provided herein.

Section 2.3 Grantor Trust for U.S. Federal Income Tax Purposes The Trust Account shall be treated as a grantor trust (pursuant to sections 671 through 677 of the Internal Revenue Code of 1986) for U.S. federal income tax purposes. The Grantor shall constitute the grantor and, thus, any and all income derived from the Trust Assets shall constitute income or gain of the Grantor. The Grantor shall notify the Trustee of the tax identification number of the Trust.

Section 2.4 Designation of Agents. Except as otherwise expressly provided in this Trust Agreement, any statement, certificate, notice, request, consent, approval, or other instrument to be delivered or furnished by the Grantor or the Beneficiary shall be sufficiently executed if executed in the name of the Grantor or the Beneficiary, as applicable, by (a) such officer or officers of the Grantor or the Beneficiary, or an agent or agents of the Grantor or the Beneficiary (including any Investment Manager), in each case, as may be designated in incumbency certificates furnished to the Trustee from time to time by such Person, respectively, or (b) attorneys-in-fact acting under written authority furnished to the Trustee by the Grantor or the Beneficiary, including instructions given by letter, facsimile transmission or electronic media, if the Trustee believes such instructions to be genuine and to have been signed, sent or presented by the proper party or parties. The Trustee shall be protected in acting upon any written statement or other instrument made by any such Person with respect to the authority conferred on it and shall not incur any liability to anyone resulting from actions taken by the Trustee in reliance in good faith on any such instructions. The Trustee shall not incur any liability in executing instructions (i) from any attorney-in-fact prior to receipt by it of notice of the revocation of the written authority of the attorney-in-fact or (ii) from any officer of the Grantor, any Investment Manager, or the Beneficiary named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate, in each case, to the extent such Person is then entitled to provide such instructions under the terms hereof. Written notice of the designation of any agent by the Grantor or the Beneficiary shall be filed with the Trustee.

Section 2.5 Title Costs. All out-of-pocket costs associated with the transfers of title between the Grantor and the Trustee shall be split between the Grantor and the Beneficiary in accordance with Section 8.1 of this Trust Agreement.

**ARTICLE III
MAINTENANCE OF THE TRUST**

Section 3.1 Substitution of Trust Assets. The Grantor may at any time, by written request to the Trustee in substantially the form of Exhibit A attached hereto and the prior written consent of the Beneficiary (which consent shall not be unreasonably withheld, conditioned or delayed (it being understood that it shall be unreasonable for the Beneficiary to

withhold, condition or delay such consent to the extent that the conditions set forth in this Section 3.1 are satisfied) and shall be deemed to be provided if the Beneficiary does not provide written notice to the Grantor of the withholding of such consent within two (2) Business Days following the Beneficiary's receipt of written notice of the applicable substitution or exchange of Trust Assets from the Grantor), substitute or exchange Trust Assets with other Eligible Assets, (such substituted or exchanged Eligible Assets are referred to herein as "**Replacement Assets**"). The Grantor represents and warrants that to the best of its knowledge (i) the Trust Assets (including any such Replacement Assets) shall remain Eligible Assets following such substitution or exchange, the Trust Assets comply with all qualitative and quantitative limitations under Applicable Law as though the Trust Account was a stand-alone life insurance company domiciled in the state of domicile of the Grantor, (ii) the aggregate Statutory Book Value of such Replacement Assets that are deposited in or credited to the Trust Account shall be at least equal to the aggregate Statutory Book Value of the Trust Assets being removed from the Trust Account, (iii) the ratio of the aggregate Fair Market Value of the non-cash Replacement Assets to the aggregate Statutory Book Value of the non-cash Replacement Assets shall be the same as or greater than the ratio of the aggregate Fair Market Value of the non-cash Trust Assets being removed from the Trust Account to the aggregate Statutory Book Value of the non-cash Trust Assets being removed from the Trust Account immediately prior to such substitution, (iv) the Replacement Assets shall be deposited in the Trust Account prior to or simultaneously with the removal of Trust Assets from the Trust Account in connection with any such substitution or exchange and (v) the Grantor shall not make any substitutions under this Section 3.1 if it is in default under any other provision of this Trust Agreement. Any written request provided by the Grantor pursuant to this Section 3.1 shall include the Grantor's representation and warranty that such substitution or exchange meets the requirements of this Section 3.1. In releasing Trust Assets in connection with any substitution request by the Grantor pursuant to this Section 3.1, the Trustee shall have no responsibility whatsoever to determine or monitor whether any or all of the conditions set forth in (i) through (v) above or as otherwise set forth in this Section 3.1 have been met, and the Trustee shall be entitled to rely conclusively upon any certification provided by the Grantor that the Beneficiary's consent is deemed to have been provided under this Section 3.1.

Section 3.2 Books and Records. The Trustee shall keep full and complete records of the administration of the Trust Account. Upon request to the Trustee, the Grantor and the Beneficiary may examine such records during the Trustee's normal business hours through any Person or Persons duly authorized in writing by the Grantor and/or the Beneficiary as appropriate.

Section 3.3 Quarterly Reports.

(a) Within thirty (30) calendar days following the end of each calendar quarter, the Grantor shall provide the Beneficiary a written certification stating the Required Balance as of such calendar quarter end and the Statutory Book Value and Fair Market Value of the Trust Assets as of such calendar quarter end (both on an asset-by-asset basis and a cumulative basis) (each such certification, a "**Reserve Certificate**"). As soon as is practicable, but in no event more than five (5) Business Days following its receipt of a Reserve Certificate, the Beneficiary shall either (i) countersign such Reserve Certificate and return it to the Grantor

or (ii) notify the Grantor that it objects to the Grantor's calculation of the Required Balance or the Statutory Book Value or Fair Market Value of one or more Trust Assets. If the Beneficiary does not countersign a Reserve Certificate or notify the Grantor of such objection before the expiration of such five (5) Business Day period, then such Reserve Certificate shall be deemed accepted by the Beneficiary.

(b) Any disputes with the Grantor by the Beneficiary with regard to the calculation of the Required Balance or the Statutory Book Value or the Fair Market Value of the Trust Assets shall be resolved in accordance with Section 11.2 of the Coinsurance Agreement. Upon resolution of all disputes identified in the Beneficiary's notice of objection, the Grantor and the Beneficiary shall correct, and the Beneficiary shall countersign, the Reserve Certificate setting forth the Required Balance and the aggregate Statutory Book Value and Fair Market Value of the Trust Assets as resolved pursuant to the previous sentence. The Grantor shall permit the Beneficiary, at the Beneficiary's expense, to audit its records during normal business hours in accordance with the Administrative Services Agreement in order to determine its compliance with this Section 3.3(b). The Trustee shall have no responsibility whatsoever to determine or monitor whether the Grantor or the Beneficiary has complied with the foregoing provisions of Sections 3.3(a) and (b).

(c) For the avoidance of doubt, no dispute pursuant to Section 3.3(b) shall affect the obligation of the Grantor to continue to provide Reserve Certificates, as applicable, in accordance with this Section 3.3.

Section 3.4 Trustee Reports. Within ten (10) calendar days following the end of each calendar month, the Trustee shall provide copies of activity reports to the Beneficiary and the Grantor, which reports shall show all deposits, withdrawals, substitutions and exchanges affecting the Trust Account during such calendar month, and a listing of Trust Assets held and cash and cash equivalent balances in the Trust Account as of the end of such calendar month. The Trustee agrees to provide written notification to the Grantor and the Beneficiary within ten (10) days of any deposits to or withdrawals from the Trust Account.

ARTICLE IV RELEASE AND ADJUSTMENT OF TRUST ASSETS

Section 4.1 Adjustment of Trust Assets.

(a) Upon the Grantor's written request, the Trustee shall, within five (5) Business Days of the date of such request, withdraw from the Trust Account and transfer to the Grantor, Trust Assets as specified by the Grantor in writing, provided, that the Grantor presents the Trustee with a fully countersigned Reserve Certificate reflecting that such amount is less than or equal to the excess of the aggregate Statutory Book Value of the Trust Assets as of the end of any calendar quarter over the Required Balance as of such calendar quarter or a Reserve Certificate reflecting such excess, accompanied with a certification by the Grantor to Trustee stating that such Reserve Certificate was deemed accepted without signature pursuant to Section 3.3(a). The Grantor represents and warrants that to the best of its knowledge (i) the ratio of the aggregate Fair Market Value of the non-cash Trust Assets withdrawn from the Trust Account to the aggregate Statutory Book Value of the non-cash Trust Assets withdrawn from the

Trust Account shall be the same as or less than the ratio of the aggregate Fair Market Value of the non-cash Trust Assets immediately prior to such withdrawal to the aggregate Statutory Book Value of the non-cash Trust Assets immediately prior to such withdrawal; (ii) following such withdrawal (x) the Trust Assets shall comply with all qualitative and quantitative limitations under Applicable Law as though the Trust Account was a stand-alone life insurance company domiciled in the state of domicile of the Grantor, and (y) the aggregate Statutory Book Value of the Trust Assets shall be equal to or in excess of the Required Balance. The Trustee shall be entitled to rely conclusively and exclusively upon the written direction of the Grantor provided under this Section 4.1(a) in withdrawing and transferring the Trust Assets specified therein, and shall have no responsibility to determine the excess amount or whether the conditions set forth in this Section 4.1(a) have been met.

(b) If the aggregate Statutory Book Value of the Trust Assets as of the end of any calendar quarter, as reflected in the applicable Reserve Certificate, is less than the Required Balance as of such calendar quarter end, then within five (5) Business Days of the Grantor's delivery to the Beneficiary of the related Reserve Certificate, the Grantor shall cause to be deposited into the Trust Account such additional Eligible Assets as are necessary to ensure that the aggregate Statutory Book Value of the Trust Assets is no less than the Required Balance; provided, that following such deposit the Trust Assets shall comply with all qualitative and quantitative limitations under Applicable Law as though the Trust Account was a stand-alone life insurance company domiciled in the state of domicile of the Grantor.

Section 4.2 Release of Trust Assets to the Beneficiary.

(a) By transmittal of prior written notice to the Trustee and the Grantor in substantially the form of Exhibit B attached hereto, the Beneficiary may withdraw Trust Assets from the Trust Account, but only to the extent of a default by the Grantor in the performance of its monetary obligations under the Coinsurance Agreement that is not being disputed by the Grantor in good faith, which undisputed payment default has not been cured by the Grantor within five (5) Business Days following its receipt of a written notice thereof delivered by the Beneficiary. In such a case, no more than the amount needed to cure the Grantor's undisputed payment default may be withdrawn.

(b) Any written notice provided by the Beneficiary pursuant to this Section 4.2 shall include a certification that the withdrawal meets the requirements of this Section 4.2. Other than such notice, no other statement or document need be presented by the Beneficiary to withdraw such Trust Assets except that the Beneficiary shall acknowledge to the Trustee receipt of such withdrawn Trust Assets. Upon such written notice of demand of the Beneficiary, the Trustee shall immediately take any and all steps necessary to transfer absolutely and unequivocally all right, title and interest in such Trust Assets to the Beneficiary and, to the extent applicable, deliver physical custody of such Trust Assets to the Beneficiary as specified in such withdrawal notice. The Trustee shall not be subject to any liability for any release made by it pursuant to any written demand received pursuant to this Section 4.2. If, notwithstanding the foregoing, a withdrawal is made in excess of the amount permitted by this Section 4.2, such excess amount shall be deemed maintained in trust for the benefit of the Grantor and the Beneficiary shall promptly return such excess amount to the Trust Account.

Section 4.3 Limitation on Release of Trust Assets EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE TRUSTEE SHALL NOT BE INSTRUCTED TO RELEASE TRUST ASSETS FROM THE TRUST ACCOUNT WHICH WOULD CAUSE THE AGGREGATE STATUTORY BOOK VALUE OF THE TRUST ASSETS TO BE DECREASED BELOW THE REQUIRED BALANCE AS OF THE DATE OF WITHDRAWAL. IN RELEASING TRUST ASSETS AS INSTRUCTED BY THE BENEFICIARY OR THE GRANTOR, THE TRUSTEE SHALL HAVE NO RESPONSIBILITY TO DETERMINE OR MONITOR WHETHER THE CONDITION IN THE FOREGOING SENTENCE HAS BEEN CAUSED BY THE RELEASE SO INSTRUCTED.

**ARTICLE V
DUTIES OF THE TRUSTEE**

Section 5.1 Acceptance of Assets by the Trustee.

(a) The Beneficiary (on behalf of the Grantor) shall transfer to the Trustee, for deposit to the Trust Account, the Eligible Assets listed on ~~or~~ Schedule A attached hereto, and the Grantor may transfer to the Trustee, for deposit to the Trust Account, such other Eligible Assets as it may from time to time desire. The Trustee shall accept for deposit into the Trust Account any Eligible Asset, provided only that before accepting any Eligible Asset for deposit to the Trust Account, the Trustee shall determine that such Eligible Asset is in such form that the Beneficiary whenever necessary may, or the Trustee upon direction by the Beneficiary will, in each case subject to the terms and conditions of this Trust Agreement, negotiate such Eligible Asset without consent or signature from the Grantor or any Person other than the Trustee in accordance with the terms of this Trust Agreement, or such Eligible Asset is otherwise capable of acceptance pursuant to Section 2.1(b). Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

(b) The Beneficiary (on behalf of the Grantor) shall transfer to the Trustee, for deposit in the Trust Account, the Eligible Assets listed on Schedule B attached hereto. The Trustee shall accept for deposit into the Trust Account any Eligible Asset, provided only that before accepting any Eligible Asset for deposit to the Trust Account, the Trustee shall determine that such Eligible Asset is in such form that the Beneficiary whenever necessary may, or the Trustee upon direction by the Beneficiary will, in each case subject to the terms and conditions of this Trust Agreement, negotiate such Eligible Asset without consent or signature from the Grantor or any Person other than the Trustee in accordance with the terms of this Trust Agreement, or such Eligible Asset is otherwise capable of acceptance pursuant to Section 2.1(b). Grantor and Beneficiary acknowledge that from time-to-time there may be a delay in placing an Eligible Asset in the form described in the preceding sentence, and that pending such delay, the Eligible Asset shall not be subject to the terms and conditions of this Agreement. Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

(c) The Trustee and its lawfully appointed successors is and are authorized and shall have the power and authority to receive such securities and other property as the Grantor (or the Beneficiary on behalf of the Grantor) from time to time may transfer or remit

to the Trust Account and to hold and dispose of the same for the uses and purposes and in the manner and according to the provisions herein set forth. All such Trust Assets at all times shall be maintained in the Trust Account, separate and distinct from all other assets on the books and records of the Trustee, and shall be continuously kept in a safe place within the United States.

Section 5.2 Collection of Income: Voting Rights.

(a) The Trustee is hereby authorized to and shall, without prior notice to the Grantor or the Beneficiary, collect all interest, dividends or any other income, on the Trust Assets (hereinafter referred to as "**Income**"), if any.

(b) All payments of Income on the Trust Assets shall be the property of the Grantor and shall be maintained by the Trustee as separate items of income within the Trust Account (the "**Income Accounts**"). The Grantor, upon written notice to the Trustee, may withdraw amounts from the Income Accounts at any time and from time to time.

(c) Subject to the other provisions of this Trust Agreement and the requirement that title to Trust Assets be recorded in the name of the Trustee, the Grantor shall have the full and unqualified right to direct the Trustee to vote, and to execute consents, bond powers, stock powers, mortgage and title instruments and other instruments of transfer, pledge and release with respect to any Trust Assets. Whenever there are voluntary rights that may be exercised or alternate courses of action that may be taken by reason of the ownership of Trust Assets, the Grantor shall be responsible for making any decision relating thereto and for directing the Trustee to act. The Trustee shall notify the Grantor of rights or discretionary actions with respect to Trust Assets as promptly as practicable under the circumstances, provided that the Trustee has actually received notice of such right or discretionary corporate action from the relevant depository, etc. Absent actual receipt of such notice, the Trustee shall have no liability for failing to so notify the Grantor. Absent the Trustee's timely receipt of instructions from the Grantor, the Trustee shall not be liable for failure to take any such action relating to or to exercise any rights conferred by such Trust Assets.

Section 5.3 Obligations of the Trustee.

(a) The Trustee agrees to hold and disburse the Trust Assets in accordance with the provisions expressed herein.

(b) The Trustee may, without the consent of the Beneficiary or the Grantor, upon call or maturity of any security or other asset in the Trust Account, withdraw such security or other asset upon the condition that the proceeds are to be paid or deposited into the Trust Account.

Section 5.4 Responsibilities of Trustee.

(a) The Trustee, in the administration of the Trust Account, is to be bound solely by the express provisions of this Trust Agreement, and such further written and signed directions as the appropriate party or parties may, under the conditions herein provided, deliver to the Trustee. The Trustee shall be under no obligation to enforce the Grantor's

obligations under this Trust Agreement, except as otherwise expressly provided or directed pursuant hereto. The Trustee shall be restricted to holding title to, operating and collecting the Trust Assets and the payment and distribution thereof for the purposes set forth in this Trust Agreement and to the conservation and protection of such Trust Assets and the administration thereof in accordance with the provisions of this Trust Agreement, and the Trustee shall be liable only for its own negligence, willful misconduct or lack of good faith. The Trustee further agrees to promptly forward upon request to the Beneficiary, the Grantor or their designated recipient a certified list of all Trust Assets.

(b) Subject to the other provisions of this Trust Agreement, including the requirements that only Eligible Assets may be held in or by the Trust Account and that title to Trust Assets shall be recorded in the name of the Trust or the Trustee, as appropriate, and provisions relating to the substitution of Trust Assets, (i) the Grantor shall have the irrevocable authority and sole power to direct, in writing, the Trustee, in the Grantor's sole discretion, with respect to all aspects of the management or investment of the Trust Assets contained in the Trust Account, and the Grantor may delegate such authority and power to any other Person, including any Affiliate of the Grantor ("**Investment Manager**"), pursuant to one or more investment management, advisory or other agreements of form and substance specified by the Grantor, provided that the Grantor shall provide written notice of any such delegation to each other party hereto and (ii) each of the Trustee and the Beneficiary acknowledges that it has no authority with respect to such management or investment activities. The Trustee agrees it will not exercise any discretion or take any action with respect to the matters in clause (i) above and the Trustee will take any actions related thereto as directed by the Grantor in accordance therewith. Any instruction or order concerning such investments or substitutions of securities shall be referred to herein as an "**Investment Order**". The Trustee shall execute Investment Orders and settle securities transactions by itself or by means of an agent or broker. The Trustee shall not be responsible for any act or omission, or for the solvency, of any such agent or broker selected by the Trustee without negligence, bad faith or willful misconduct. When the Trustee is directed to deliver Trust Assets against payment, delivery will be made in accordance with generally accepted market practice. Any loss incurred from any investment pursuant to the terms of this Section 5.4(b) shall be borne exclusively by the Trust Account. Pursuant to Section 5.9, the Trustee has no responsibility whatsoever for determining or monitoring whether or not any Trust Asset is an Eligible Asset.

(c) In no event shall the Trustee be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee has been advised of the possibility thereof and regardless of the form of action in which such damages are sought, unless such loss or damage has been caused by the Trustee's negligence, lack of good faith, or willful misconduct.

Section 5.5 Resignation or Removal of the Trustee: Appointment of Successor Trustee.

(a) The Trustee may at any time resign as Trustee and terminate its capacity hereunder and by delivery of written notice of resignation, effective not less than 90 days after receipt by both the Beneficiary and the Grantor. The Trustee may be removed by the Grantor by (i) delivery to the Trustee and the Beneficiary of a written notice of removal, effective not less than 90 days after receipt by the Trustee and the Beneficiary of the notice and (ii) receipt of the Beneficiary's consent to such action, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no such resignation by the Trustee or removal by the Grantor shall be effective until a successor to the Trustee shall have been duly appointed by the Grantor and approved by the Beneficiary and all Trust Assets have been duly transferred to such successor. If no such successor has been appointed within 90 days of such resignation by the Trustee or removal by the Grantor, then the Trustee may seek a court-appointed successor to the Trustee. The Grantor, upon receipt of such notice of resignation, or upon its delivery of a notice of removal, shall diligently undertake to obtain the agreement of a qualified, successor to the Trustee, reasonably agreeable to the Beneficiary, to act as the successor to the Trustee in accordance with all agreements of the Trustee herein and upon duly qualifying to act as such pursuant to Section 5.5(b). The Beneficiary agrees not to unreasonably withhold approval of such successor. Upon the Trustee's delivery of the Trust Assets to the qualified successor along with a closing statement showing all activities from the last monthly report, the Trustee shall be discharged of further responsibilities hereunder.

(b) Any successor trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver the same to the Grantor, the Beneficiary and to the Trustee. Thereupon such successor trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust with like effect as if originally named herein; but the predecessor Trustee shall nevertheless, when requested in writing by the successor trustee, execute an instrument or instruments as provided to it in appropriate form conveying and transferring to the successor trustee all the estates, properties, rights, powers and trusts of such predecessor Trustee, and shall duly assign, transfer and deliver to the successor trustee all property and money held by such predecessor hereunder. The predecessor Trustee shall be entitled to reimbursement in accordance with Section 5.8 for all expenses it incurs in connection with the settlement of its accounts and the transfer and delivery of the Trust Assets to its successor. The predecessor Trustee shall continue to be indemnified by reason of such entity being or having been a trustee in accordance with Section 5.7.

Section 5.6 Release of Information. The Trustee shall promptly respond to any and all reasonable requests for information concerning the Trust Account or the Trust Assets by either of the other parties to this Trust Agreement. Furthermore, the Trustee shall fully and completely respond to any direct inquiries of the insurance regulatory authority in the state of domicile of the Grantor or the Beneficiary, or any of their respective representatives, concerning the Trust Account or the Trust Assets, including detailed inventories of securities or funds, and the Trustee shall permit the insurance regulatory authority in the state of domicile of the Grantor or the Beneficiary, or their respective representatives, to examine and audit all securities or funds held hereunder. To the extent not prohibited by Applicable Law, the Trustee shall promptly provide notice to the Beneficiary and the Grantor concerning all such inquiries, and shall to the extent reasonably practicable provide seven (7) days prior notice to the Beneficiary and the Grantor of all such examinations and audits.

Section 5.7 Indemnification of the Trustee. Subject to Section 5.4, the Grantor hereby indemnifies the Trustee for, and holds it harmless against, all losses, damages, costs and expenses, including reasonable attorney's fees, incurred or made arising out of or in connection with the performance of its duties in accordance with this Trust Agreement, including all losses, damages, costs and expenses arising out of or in connection with the status of the Trustee and its nominee as the holder of record of the Trust Assets; provided, however, that such losses, damages, costs or expenses (i) have not been caused by the Trustee's negligence, willful misconduct, or lack of good faith and (ii) have not been caused by any act or omission of the Beneficiary. Subject to Section 5.4, the Beneficiary hereby indemnifies the Trustee for, and holds it harmless against, all losses, damages, costs and expenses, including reasonable attorney's fees, incurred or made arising out of or in connection with the performance of its duties in accordance with this Trust Agreement, including all losses, damages, costs and expenses arising out of or in connection with the status of the Trustee and its nominee as the holder of record of the Trust Assets to the extent that such losses, damages, costs or expenses are caused by the Beneficiary's acts or omissions and not by the Trustee's negligence, willful misconduct, or lack of good faith.

Section 5.8 Charges of the Trustee. The Grantor shall pay the Trustee, as compensation for its services under this Trust Agreement, a fee computed at rates as agreed between the Grantor and the Trustee. The Grantor shall pay or reimburse the Trustee for all of the Trustee's reasonable expenses and disbursements in connection with its duties under this Trust Agreement (including reasonable fees and expenses of any outside counsel incurred by the Trustee for legal services deemed reasonably necessary by the Trustee as a result of the Trustee's so acting) except any such expense or disbursement as may arise from the Trustee's negligence, willful misconduct, or lack of good faith; provided, however, that no such costs, fees or expenses shall be paid out of the Trust Assets.

Section 5.9 Limitations of Trustee. The Trustee shall in no way be responsible for determining the amount of Trust Assets required to be deposited or permitted to be withdrawn, or monitoring whether or not the Trust Assets are Eligible Assets. The Trustee shall be under no liability for any release of Trust Assets made by it to the Grantor or the Beneficiary in accordance with Article IV or Article VI.

Section 5.10 Additional Trustee Rights and Duties.

(a) The Trustee may maintain any Trust Assets in book entry form with, and utilize the services of, the Federal Reserve Bank or other depositories such as the Depository Trust Company. The Trustee shall have no liability whatsoever for the action or inaction of any depository or for any losses resulting from the maintenance of Trust Assets a depository. Assets may be held in the name of a nominee maintained by the Trustee or by any such depository.

(b) The Trustee shall accept and open all mail directed to the Grantor or the Beneficiary in care of the Trustee.

(c) No provision of this Trust Agreement shall require the Trustee to take any action which, in the Trustee's reasonable judgment, would result in any violation of this Trust Agreement or any provision of Applicable Law. The Trustee may obtain the advice of counsel and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice.

(d) The Trustee shall not be responsible for the existence, genuineness or value of any of the Trust Assets; for the validity, perfection, priority or enforceability of the liens or any security interest in any of the Trust Assets, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes negligence, bad faith or willful misconduct on the part of the Trustee; for the validity of title to the Trust Assets; for insuring the Trust Assets; or for the payment of taxes, charges, assessments or liens upon the Trust Assets.

(e) The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the reasonable control of the Trustee, including, but not limited to, any act or provision of any present or future law or regulation or Governmental Entity, any act of God or war or terrorism, loss or malfunction of utilities or computer software or hardware, or the unavailability of the Federal Reserve Bank wire or other wire or communication facility.

(f) The Trustee shall not be required to risk or expend its own funds in performing its obligations under this Trust Agreement. The foregoing sentence shall not apply to the ordinary out-of-pocket expenses referred to in the second sentence of Section 5.8 which are incurred by the Trustee in the normal administration of this Trust Agreement and which are to be reimbursed as provided in Section 5.8, or to ordinary internal overhead expenses which are incurred by the Trustee in the normal administration of this Trust Agreement.

ARTICLE VI TERMINATION

Section 6.1 Termination with the Beneficiary's Written Consent. The parties intend for the term of this Trust Agreement to be perpetual, unless terminated in accordance with this Article VI. Upon receipt of the Beneficiary's written consent, the Grantor may terminate this Trust Agreement by:

(a) giving thirty five (35) days' advance written notice to the Trustee and the Trustee giving thirty (30) days' advance written notice of such termination via certified mail to the Beneficiary; and

(b) providing the Beneficiary with alternative security acceptable to the Beneficiary, as determined by the Beneficiary in its sole discretion, prior to the effective date of such termination.

Section 6.2 Disposition of Trust Assets Upon Termination. Upon a termination pursuant to this Article VI, and without any further consent of the Beneficiary, the Trustee shall distribute all Trust Assets to the Grantor or the Grantor's designee and shall take any and all steps necessary (including the execution and delivery of instruments in appropriate form provided to the Trustee therefor) to transfer absolutely and unequivocally all right, title and

interest in such Trust Assets and to deliver physical custody, if applicable, in such Trust Assets to the Grantor or as otherwise directed by the Grantor, at which time all liability of the Trustee with respect to such Trust Assets shall cease; provided, however, that the Trustee shall sign documents and otherwise reasonably cooperate with Grantor and the Beneficiary, at no material expense to the Trustee, for a period of forty five (45) days after termination as necessary to transfer the Trust Assets and all books, records, documents and accounts relating thereto.

ARTICLE VII
SECURITY INTEREST IN THE TRUST ASSETS

Section 7.1 Security Interest.

(a) The parties hereto intend that the Trustee, in its capacity as trustee, is and at all times shall be the owner of and entitlement holder with respect to the securities account constituting part of the Trust Account and the assets credited thereto for the benefit of the Beneficiary in accordance with this Trust Agreement and that the Trustee otherwise be the owner or, if applicable, the holder of legal title to all other assets held from time to time in the Trust Account. Additionally, in order to secure the Grantor's obligations to the Beneficiary under the Coinsurance Agreement, the Grantor hereby grants to the Trustee for the benefit of the Beneficiary a first priority perfected security interest in all of the Grantor's right, title and interest in, to and under the following property, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the "**Collateral**"): (i) the Trust Account and the Trust Assets, including investment property, securities, investments, instruments, cash, mortgage notes and all participation interests in mortgage notes, funds, general intangibles, accounts, receivables, chattel paper, letter-of-credit rights, documents and all other assets (x) held in or credited to the Trust Account or (y) otherwise conveyed to the Trustee by the Grantor; (ii) all cash and other financial assets credited to the Trust Account and all security entitlements (within the meaning of Section 8-102(a) of the UCC) related to or arising therefrom; and (iii) all proceeds of, all supporting obligations relating to, and all security interests, mortgages or other liens securing, any of the foregoing, and agrees that this Trust Agreement shall constitute a security agreement under Applicable Law. In furtherance of the preceding sentence, the Trustee acknowledges that all Collateral conveyed to the Trustee is held for the benefit of the Beneficiary. Any amounts withdrawn from the Trust Account in accordance with this Trust Agreement shall be automatically released from, and withdrawn free and clear of, any security interest created herein.

(b) The Grantor hereby authorizes the Beneficiary (on behalf of the Trustee, as secured party for the benefit of the Beneficiary) to file any and all UCC - 1 Financing Statements with respect to the Collateral, and any and all amendments, assignments and continuation statements with respect thereto, that are deemed necessary or desirable by the Beneficiary in order to perfect such security interest in the Collateral. The Trustee shall have no duties or liability whatsoever relating to the creation, perfection, validity, or enforcement of any security interest under this Article VII, or any filing related thereto. All terms used in this Section 7.1 and defined in the UCC shall have the meanings given to such terms in the UCC.

Section 7.2 Uniform Commercial Code Provisions.

(a) The parties hereto, including the Trustee in its capacity as securities intermediary, hereby acknowledge and agree that each asset credited to the Trust Account, including cash credited thereto, shall be treated as a “financial asset” within the meaning of Section 8-102(a) of the UCC. The Grantor covenants not to hold any property in the Trust Account that cannot be deemed a financial asset pursuant to Section 8-103 of the UCC. The Trustee acknowledges and agrees that it is a “securities intermediary” within the meaning of Section 8-102(a) of the UCC and is acting as such with respect to the Trust Account and all such financial assets held therein. New York shall be deemed to be the “bank’s jurisdiction” for purposes of Section 9-304 of the UCC. The parties agree that New York shall be deemed to be the “securities intermediary’s jurisdiction” for purposes of Section 8-110 of the UCC.

(b) The Trustee hereby confirms and agrees to the following: The Trustee shall not change the name or account number of the Trust Account without the prior written consent of the Beneficiary (except for any changes due to internal systems changes).

Section 7.3 [Reserved].

Section 7.4 Conflict with Other Agreements. In the event of any conflict between this Trust Agreement (or any portion thereof) and any other agreement regarding the subject matter hereof, the terms of this Trust Agreement shall prevail.

Section 7.5 Notice of Adverse Claims. Except for the claims and interest of the Beneficiary and of the Grantor in the Trust Account, the Trustee does not have any knowledge of any claim to, or interest in, the Trust Account or in any asset credited thereto, or the Trust Account or in any asset deposited therein. If any Person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Trust Account or in any asset credited thereto, the Trustee shall promptly notify the Beneficiary and the Grantor thereof.

Section 7.6 Trustee Disclaimer. The Trustee makes no representation or warranty as to whether the granting of security interests and liens in Trust Assets by the Grantor under this Article VII (a) invalidates rights or protections conferred upon trusts or the separateness of their legal existence, or (b) reduces, eliminates, or restricts the Beneficiary’s rights and interests in the Trust Assets as a beneficiary of the Trust Account.

**ARTICLE VIII
TRANSFER TAXES**

Section 8.1 Transfer Taxes. All (i) sales, use, transfer, realty transfer, recording, ad valorem, privilege, documentary, gross receipts, registration, conveyance, excise, license, stamp, duties or similar taxes and fees (collectively, the “**Transfer Taxes**”) arising out of, in connection with or attributable to the transactions effected pursuant to this Trust Agreement and (ii) costs, in each case, incurred in connection with effecting the investment, substitution, deposit or withdrawal of the Trust Assets, shall be shared 50% by the Grantor and 50% by the Beneficiary. The party, as between the Grantor and the Beneficiary, which has

primary legal responsibility for the payment of any particular Transfer Tax shall prepare and timely file all relevant tax returns required to be filed in respect of such Transfer Tax. Each of the Grantor and the Beneficiary shall reimburse the Trustee for its 50% share of any such Transfer Taxes or costs incurred by the Trustee.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Failure to Act. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power, remedy or privilege, nor any single or partial exercise of any such right, power, remedy or privilege, preclude any further exercise thereof or the exercise of any other such right, power, remedy or privilege.

Section 9.2 Amendments. This Trust Agreement and the Trust created hereunder shall be irrevocable, subject solely to the termination provisions set forth herein. The Grantor shall have no right or power in any capacity to revoke, terminate or alter or amend any terms of this Trust Agreement, in whole or in part, without the prior written consent of the Beneficiary and the Trustee. Notwithstanding the foregoing, this Trust Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. To the extent a prior notice of an amendment is required to be filed with an insurance regulatory authority under Applicable Law, no such amendment shall be effective unless such amendment is filed by the Grantor or the Beneficiary with such insurance regulatory authority in compliance with any applicable time period and approved by such insurance regulatory authority or not disapproved by such insurance regulatory authority within any applicable time period.

Section 9.3 Assignment. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives, whether by merger, consolidation or otherwise. This Trust Agreement may not be assigned by any party without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 9.4 Counterparts. This Trust Agreement may be executed in any number of counterparts (including by means of facsimile or PDF), all of which shall constitute one and the same original.

Section 9.5 Notices. Unless otherwise specifically provided herein, all notices and other communications under this Trust Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made when personally delivered or sent by overnight courier service, facsimile or electronic media, or upon receipt when sent by registered or certified mail) by (i) delivery in person, (ii) overnight courier service, (iii) facsimile or electronic media or registered or certified mail (postage prepaid, return receipt requested), to the respective parties at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.5):

If to the Beneficiary:

Athene Life Insurance Company of New York
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Telephone: (515) 342-3160
Facsimile: (877) 733-8593
Attention: Erik H. Askelsen
Email: easkelsen@athene.com

with copies (which shall not constitute notice) to:

Athene USA Corporation
7700 Mills Civic Parkway
West Des Moines, IA 50266
Attention: Erik Askelsen
Email: legal@athene.com

and

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Grantor:

First Allmerica Financial Company
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772
Telephone: (508) 460-2408
Facsimile: (212) 493-9888
Attn: Scott Silverman, Esq.

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Attn: John M. Vasily, Esq.
Thomas M. Kelly, Esq.

If to the Trustee:

U.S. Bank National Association
c/o Glenda Webb, Vice President & Relationship Manager
U.S. Bank Institutional Trust & Custody
225 Water Street, Suite 700
Jacksonville, FL 32202
Telephone: 904-358-5368
Facsimile: 904-358-5353

Section 9.6 Severability. Whenever possible, each provision or portion of any provision of this Trust Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any term or provision of this Trust Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, and this Trust Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 9.7 Further Assurances. The Grantor and the Beneficiary shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions of this Trust Agreement.

Section 9.8 Entire Agreement. This Trust Agreement contains the entire agreement among the Beneficiary and the Grantor with respect to the Trust created herein and supersedes all prior agreements, written or oral, with respect thereto.

Section 9.9 Governing Law; Jurisdiction; Enforcement.

(a) This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof. The establishment and maintenance of the Trust Account, and all interests, duties and obligations with respect thereto, shall be governed by the laws of the State of New York.

(b) Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Trust Agreement, or the transactions contemplated by this Trust Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Trust Agreement shall, if delivered, sent or mailed in accordance with Section 9.5, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS TRUST AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRUST AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS TRUST AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.9.

Section 9.10 Specific Performance. The Grantor and the Beneficiary recognize and agree that, as between themselves, if for any reason any of the provisions of this Trust Agreement required to be performed by the Grantor or the Beneficiary for the benefit of the other, are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, the Grantor and the Beneficiary agree that, in addition to any other available remedies, the Grantor and the Beneficiary shall be entitled to an injunction restraining any violation or threatened violation of any of the provisions of this Trust Agreement by the other without the necessity of posting a bond or other form of security. In the event that any action should be brought in equity to enforce any of the provisions of this Trust Agreement by either the Grantor or the Beneficiary, neither the Grantor nor the Beneficiary will allege, and the Grantor and the Beneficiary each hereby waives the defense, that there is an adequate remedy at law.

Section 9.11 Construction and Effect. This Trust Agreement and the enforceability hereof shall not be subject to the satisfaction of any conditions or qualifications not expressly included herein.

Section 9.12 USA Patriot Act. The Grantor and the Beneficiary each hereby acknowledges that the Trustee is subject to federal laws, including the Customer Identification Program (“CIP”) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Trustee must obtain, verify and record information that allows the Trustee to identify the Grantor and the Beneficiary. Accordingly, prior to opening the Trust Account hereunder, the Trustee will ask the Grantor and the Beneficiary to provide certain information including, but not limited to, the Grantor’s and the Beneficiary’s name, physical address, tax identification number and other information that will help the Trustee to identify and verify the Grantor’s and the Beneficiary’s identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Each of the Grantor and the Beneficiary agrees that the Trustee cannot open the Trust Account hereunder unless and until the Trustee verifies the Grantor’s and the Beneficiary’s identity in accordance with the Trustee’s CIP.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the date first above written.

ATHENE LIFE INSURANCE COMPANY OF NEW YORK, as
Beneficiary

By: _____
Name:
Title:

[Signature Page to Trust Agreement]

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY,
as Grantor

By: _____
Name:
Title:

[Signature Page to Trust Agreement]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

[Signature Page to Trust Agreement]

SCHEDULE A

LIST OF INITIAL ELIGIBLE ASSETS TO BE DEPOSITED INTO TRUST ACCOUNT

[See attached.]

Institutional Trust and Custody Portal
Holdings Report - Detail, With Totals
By Account, Asset Class, CUSIP

Page: 1 of 3
Print Date: 10/10/2013 at 4:45:13 pm
Settle Dated As Of: 10/02/2013

Account # and Name	CUSIP # Ticker	Asset Description and SEDOL	Issue Date Maturity Date	Moody S&P	Annual Inc/Unit	Price	Units	Fed Cost	Market Value	% Total Market	Unrealized Gain /Loss
001050986855 : FIRST ALLMERICA/AVIVA NY GSAM RES											
CASH EQUIVALENTS											
SHORT TERM FDS-TAXABLE (ACM)											
	38141W364	GOLDMAN SACH FIN SQ PR OB IN			0.0001	100.00	5,732,152.6200	5,732,152.62	5,732,152.62		.00
	FPOXX										
Total For Asset Type: SHORT TERM FDS-TAXABLE (ACM)								\$5,732,152.62	\$ 5,732,152.62	6.09%	\$ 0.00
CORPORATE OBLIGATIONS											
CORPORATE BONDS AND NOTES											
020002AQ4		ALLSTATE CORP 5.350% 6/01/33	06/02/2003 06/01/2033	A3 A-	0.0535	107.316	1,500,000.0000	1,607,235.00	1,609,740.00		2,505.00
035229CF8		ANHEUSER BUSH COS IN 7.550% 10/01/30	10/05/2000 10/01/2030	A3 A	0.0755	132.225	1,500,000.0000	1,980,885.00	1,983,375.00		2,490.00
097023AU9		BOEING CO 6.125% 2/15/33	02/11/2003 02/15/2033	A2 A	0.06125	119.519	1,500,000.0000	1,790,130.00	1,792,785.00		2,655.00
12614QAJ4		CPC INTL INC MTN 7.000% 10/15/17	10/24/1997 10/15/2017	A1 A+	0.07	118.357	2,500,000.0000	2,958,925.00	2,958,925.00		.00
25746UAN9		DOMINION RESOURCES 6.300% 3/15/33	03/06/2003 03/15/2033	BAA2 A-	0.063	114.798	1,500,000.0000	1,719,480.00	1,721,970.00		2,490.00
36962GXZ2		GENERAL ELEC CAP MTN 6.750% 3/15/32	03/20/2002 03/15/2032	A1 AA+	0.0675	119.544	1,750,000.0000	2,086,805.00	2,092,020.00		5,215.00
427866AE8		HERSHEY FOODS CORP 8.800% 2/15/21	02/11/1991 02/15/2021	A1 A	0.088	130.494	1,000,000.0000	1,303,750.00	1,304,940.00		1,190.00
460146CE1		INTL PAPER CO 7.500% 8/15/21	08/10/2009 08/15/2021	BAA3 BBB	0.075	122.734	2,000,000.0000	2,452,060.00	2,454,680.00		2,620.00
478160AN4		JOHNSON & JOHNSON 5.950% 8/15/37	08/16/2007 08/15/2037	AAA AAA	0.0595	121.21	5,000,000.0000	6,050,150.00	6,060,500.00		10,350.00
637432CT0		NATL RURAL UTIL 8.000% 3/01/32	03/07/2002 03/01/2032	A2 A	0.08	135.197	2,750,000.0000	3,713,077.50	3,717,917.50		4,840.00
693506AQ0		PPG INDUSTRIES 9.000% 5/01/21	05/08/1991 05/01/2021	BAA1 BBB+	0.09	131.548	1,000,000.0000	1,314,240.00	1,315,480.00		1,240.00
70212FAA1		PARTNERRE FINANCE A 6.875% 6/01/18	05/27/2008 06/01/2018	A3 A-	0.06875	116.51	2,000,000.0000	2,327,660.00	2,330,200.00		2,540.00
74251VAA0		PRINCIPAL FINL 6.050% 10/15/36	10/16/2006 10/15/2036	A3 BBB+	0.0605	114.988	2,700,000.0000	3,099,573.00	3,104,676.00		5,103.00
760759AF7		REPUBLIC SERVICE 6.086% 3/15/35	03/21/2005 03/15/2035	BAA3 BBB	0.06086	110.109	3,000,000.0000	3,298,140.00	3,303,270.00		5,130.00
806605AG6		SCHERING PLOUGH CORP 6.500% 12/01/33	11/26/2003 12/01/2033	A1 AA	0.065	126.902	3,000,000.0000	3,801,360.00	3,807,060.00		5,700.00
86787EAM9		SUNTRUST BANK MTN 7.250% 3/15/18	03/17/2008 03/15/2018	BAA1 BBB	0.0725	119.329	2,000,000.0000	2,384,240.00	2,386,580.00		2,340.00

Institutional Trust and Custody Portal
Holdings Report - Detail, With Totals
By Account, Asset Class, CUSIP

Page: 2 of 3
Print Date: 10/10/2013 at 4:45:13 pm
Settle Dated As Of: 10/02/2013

Account # and Name	CUSIP # Ticker	Asset Description and SEDOL	Issue Date Maturity Date	Moody S&P	Annual Inc/Unit	Price	Units	Fed Cost	Market Value	% Total Market	Unrealized Gain /Loss
	867914AZ6	SUNTRUST BANKS 6.000% 9/11/17	09/10/2007 09/11/2017	BAA1 BBB	0.06	114.467	3,000,000.0000	3,430,920.00	3,434,010.00		3,090.00
	871829AF4	SYSCO CORP 6.500% 8/01/28	07/27/1998 08/01/2028	A1 A	0.065	123.587	2,000,000.0000	2,466,960.00	2,471,740.00		4,780.00
	88579EAC9	3M COMPANY MTN 5.700% 3/15/37	03/29/2007 03/15/2037	AA2 AA-	0.057	116.124	2,000,000.0000	2,318,520.00	2,322,480.00		3,960.00
	89420GAE9	TRAVELERS PPTY 6.375% 3/15/33	03/11/2003 03/15/2033	A2 A	0.06375	121.745	1,250,000.0000	1,530,500.00	1,521,812.50		-8,687.50
	913017AS8	UNITED TECHNOLOGIES 8.750% 3/01/21	03/01/1991 03/01/2021	A2 A	0.0875	133.912	1,300,000.0000	1,739,283.00	1,740,856.00		1,573.00
Total For Asset Type: CORPORATE BONDS AND NOTES								\$53,373,893.50	\$53,435,017.00	56.75%	\$ 61,123.50
CORPORATE PAYDOWN SECURITIES											
	46625YSH7 JPM4942	J P MORGAN CHASE 4.996% 8/15/42	08/16/2005 08/15/2042	AAA AAA	0.04996	105.149	2,000,000.0000	2,102,780.00	2,102,980.00		200.00
	52108MAF0 0UC5130A	LB UBS COML MTG TR 5.197% 11/15/30	10/25/2005 11/15/2030	N/A AAA	0.05197	106.405	4,500,000.0000	4,788,000.00	4,788,225.00		225.00
	61745MW41 MS44741	MORGAN STANLEY 4.780% 12/13/41	01/20/2005 12/13/2041	N/A AAA	0.0478	103.095	9,165,993.8100	9,450,414.60	9,449,681.32		-733.28
	61750CAF4	MORGAN STANLEY 5.731% 7/12/44	08/08/2006 07/12/2044	N/A AAA	0.05731	109.794	2,671,863.8800	2,932,076.70	2,933,546.23		1,469.53
	61754JAF5 MS55642A	MORGAN STANLEY 5.81547% 6/11/42	07/19/2007 06/11/2042	N/A AAA	0.058155	113.003	5,000,000.0000	5,644,550.00	5,650,150.00		5,600.00
Total For Asset Type: CORPORATE PAYDOWN SECURITIES								\$24,917,821.30	\$24,924,582.55	26.47%	\$ 6,761.25
FOREIGN OBLIGATIONS											
OTHER FOREIGN CORPORATE BONDS											
	055451AH1	BHP BILLITON FIN 6.500% 4/01/19	03/25/2009 04/01/2019	A1 A+	0.065	119.926	2,000,000.0000	2,395,400.00	2,398,520.00		3,120.00
	71645WAM3	PETROBRAS INTL 5.875% 3/01/18	11/01/2007 03/01/2018	BAA1 BBB	0.05875	107.118	5,000,000.0000	5,370,650.00	5,355,900.00		-14,750.00
	902133AF4	TYCO ELECTRONICS 6.550% 10/01/17	04/01/2008 10/01/2017	BAA2 BBB+	0.0655	115.266	2,000,000.0000	2,303,260.00	2,305,320.00		2,060.00
Total For Asset Type: OTHER FOREIGN CORPORATE BONDS								\$10,069,310.00	\$10,059,740.00	10.68%	-\$ 9,570.00

Account # and Name	CUSIP # Ticker	Asset Description and SEDOL	Issue Date Maturity Date	Moody S&P	Annual Inc/Unit	Price	Units	Fed Cost	Market Value	% Total Market	Unrealized Gain /Loss
Total Account Value for:								\$94,093,177.42	\$94,151,492.17	100.00%	\$58,314.75

001050986856 : FIRST ALLMERICA/AVIVA NY SEG RES

No data qualifies for this account

001050986857 : FIRST ALLMERICA/AVIVA NY CML RES

No data qualifies for this account

***** End Of Report *****

SCHEDULE B

**LIST OF FUNDS WITHHELD ACCOUNT TRANSFER ELIGIBLE ASSETS TO BE
DEPOSITED INTO TRUST ACCOUNT**

[See attached.]

EXHIBIT A

FORM OF GRANTOR SUBSTITUTION NOTICE

[DATE]

[TRUSTEE]
[TRUSTEE ADDRESS]
Attention: [●]
Facsimile: [●]

Ladies and Gentlemen:

Reference is hereby made to the Trust Agreement, dated as of October 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Trust Agreement**"), by and among Athene Life Insurance Company of New York (the "**Beneficiary**"), First Allmerica Financial Life Insurance Company, (the "**Grantor**"), and U.S. Bank National Association (the "**Trustee**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Trust Agreement.

Pursuant to Section 3.1 of the Trust Agreement, the Grantor hereby requests and authorizes the Trustee to substitute the Trust Assets described below held in Trust Account No. [●] for the Replacement Assets described below. The Trustee is hereby authorized and directed to transfer such Trust Assets in accordance with the directions set forth below concurrent with receipt of the Replacement Assets set forth below:

1. Trust Assets to be Withdrawn and Transferred:

[Description of each Trust Asset, and the Statutory Book Value thereof, to be withdrawn from the Trust Account.]

2. Replacement Assets to be deposited into the Trust Account:

[Description of each Replacement Asset, and the Statutory Book Value thereof, to be deposited in the Trust Account.]

-
3. Transfer Directions:
Transferee: _____
Location of Account: _____
Account No.: _____
4. Transfer Date: _____

The Grantor hereby certifies that the substitution of assets provided for herein meets the requirements set forth in Section 3.1 of the Trust Agreement.

[The Grantor hereby further certifies that the Beneficiary was provided written notice of the substitution of assets provided for herein and did not provide written notice to the Grantor of the withholding of its consent to such substitution of assets within two Business Days following their receipt of written notice of such substitution of assets, and, therefore, the Beneficiary's consent to the substitution of assets provided for herein is deemed to be provided in accordance with Section 3.1 of the Trust Agreement.]

FIRST ALLMERICA FINANCIAL LIFE
INSURANCE COMPANY

By: _____
Name:
Title:

The Beneficiary hereby consents
to the substitution of assets provided
for herein.

By: _____
Name:
Title:

EXHIBIT B

FORM OF BENEFICIARY WITHDRAWAL NOTICE

[DATE]

[TRUSTEE]
[TRUSTEE ADDRESS]
Attention: [●]
Facsimile: [●]

[insert Grantor notice information]

Ladies and Gentlemen:

Reference is hereby made to the Trust Agreement, dated as of October 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Trust Agreement**"), by and among Athene Life Insurance Company of New York (the "**Beneficiary**"), First Allmerica Financial Life Insurance Company, (the "**Grantor**"), and U.S. Bank National Association (the "**Trustee**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Trust Agreement.

Pursuant to Section 4.2 of the Trust Agreement, the undersigned Beneficiary hereby requests and authorizes the Trustee to withdraw the Trust Assets described below from Trust Account No. [●], and to transfer such Trust Assets in accordance with the directions set forth below:

1. Trust Assets to be Withdrawn and Transferred:

[Description of each Trust Asset to be withdrawn from the Trust Account.]

2. Transfer Directions:

Transferee: _____

Location of Account: _____

Account No.: _____

3. Transfer Date: _____

The undersigned Beneficiary hereby certifies that the withdrawal of assets provided for herein meets the requirements set forth in Section 4.2 of the Trust Agreement.

ATHENE LIFE INSURANCE COMPANY OF
NEW YORK

By: _____
Name:

Exhibit II

Form of Notice and Certificate of Assumption

Not applicable.

Exhibit III

Alternative Form of Notice and Certificate of Assumption

[See attached.]

NOTICE OF TRANSFER

[Date]

**IMPORTANT: THIS NOTICE AFFECTS YOUR CONTRACT RIGHTS.
PLEASE READ IT CAREFULLY.**

TRANSFER OF INSURANCE COVERAGE

Dear Policyholder:

First Allmerica Financial Life Insurance Company (First Allmerica) has agreed to replace [Athene Life Insurance Company of New York] (Athene) (formerly known as Aviva Life and Annuity Company of New York) as your insurer under your life insurance policy. The proposed effective date of this transfer is [Proposed Transfer Date].

First Allmerica's principal place of business is {Insert First Allmerica's Principal Place of Business Address}. The following financial information concerning both companies is attached:

- Exhibit I:** Ratings as of [Date] and for the last 5 years from 2 nationally recognized insurance rating services;
- Exhibit II:** Balance sheets as of [Date] and for the previous 3 years and from the most recent quarterly statement; and
- Exhibit III:** A copy of Management's Discussion and Analysis that was filed as a supplement to the previous year's annual financial statement.

You may obtain additional information concerning First Allmerica from reference materials in your local library or by contacting your Insurance Commissioner at Address and phone number.

First Allmerica is licensed to write life insurance in your state.

EXPLANATION OF THE REASON FOR THE TRANSFER

Athene was formerly a member of the Aviva plc (Aviva) family of companies. Aviva continually evaluates its business to ensure that it is providing customers with the highest quality programs, products and services at the best price. After a thorough analysis, Aviva made the strategic decision to sell its U.S. annuity and life insurance business, including the company that issued your policy, to Athene Holding Ltd. Athene Holding Ltd. simultaneously sold the company's life insurance business to First Allmerica and changed the name of the company to [Athene Life Insurance Company of New York].

{Insert Form Number}

First Allmerica is a Global Atlantic Life & Annuity company. Global Atlantic is a leading reinsurance provider and an established participant in the life reinsurance field. First Allmerica is committed to developing its individual life insurance business, and to providing its customers with products and services of the highest quality and value. First Allmerica currently reinsures Athene's life insurance business, and Athene and First Allmerica desire that First Allmerica become the direct insurer of such business, subject to the right of each policyholder to reject the transfer of the policyholder's coverage to First Allmerica.

ACCEPTING THE TRANSFER

If we do not receive a written rejection from you within 120 days, you will be deemed to have consented to the transfer.

You also may choose to consent to the transfer by checking the appropriate box on the enclosed pre-addressed, postage-paid card and by signing and returning it to us, or by writing to us at: {Insert Name, address and facsimile number of contact person}.

If you accept the transfer, First Allmerica will be your insurer and you will receive in the mail an Assumption Certificate evidencing the transfer of your policy to First Allmerica. If you accept the transfer, First Allmerica will have direct responsibility to you and your beneficiaries for the payment of all claims, benefits and all other policy obligations. Athene no longer will have any obligations to you or your beneficiaries. This will be reflected in communications to you regarding your policy, including communications relating to premium payments and claims submissions, which will identify First Allmerica as your insurer.

REJECTING THE TRANSFER

You may choose to reject the transfer of your insurance coverage to First Allmerica. If you **do not** want your policy transferred, you **must** notify us in writing within 120 days of the date of this Notice by checking the appropriate box on the enclosed pre-addressed, postage-paid card and signing and returning it to us, or by writing to us at: {Insert name, address and facsimile number of contact person}.

If you reject the transfer, the obligations and liabilities under your policy will remain with Athene. However, Athene will use the services of First Allmerica to administer your policy.

If you have any questions about this notice, you may contact Athene or First Allmerica.

Sincerely,

[Athene Life Insurance Company
of New York]
{Insert Address}

First Allmerica Financial Life Insurance
Company
{Insert Address}

RESPONSE CARD

_____ I accept the transfer of my policy from [Athene Life Insurance Company of New York] to First Allmerica Financial Life Insurance Company.

_____ I reject the transfer of my policy from [Athene Life Insurance Company of New York] to First Allmerica Financial Life Insurance Company and wish to retain my policy with [Athene Life Insurance Company of New York].

(Signature)

(Date)

Print Name:

Street Address:

City, State, Zip:

ASSUMPTION NOTICE

In accordance with the Certificate of Assumption issued to you by First Allmerica Financial Life Insurance Company ("First Allmerica"), First Allmerica has assumed all rights, duties and obligations of your life insurance policy, which was originally issued to you by [Athene Life Insurance Company of New York] (formerly known as Aviva Life and Annuity Company of New York).

In the attached [document], all references to [Athene Life Insurance Company of New York] are changed to First Allmerica. All notices, claims or actions under your policy must be made and sent directly to First Allmerica at {Insert address}. All premiums due for your coverage should be sent to the following address: {Insert address}.

{Insert Form Number}

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

POLICY ENDORSEMENT

The life insurance policy ("Policy") issued to you by [Athene Life Insurance Company of New York] (formerly known as Aviva Life and Annuity Company of New York) is changed to add the following:

CERTIFICATE OF ASSUMPTION

All rights, duties, obligations and liabilities of [Athene Life Insurance Company of New York] ("Athene") (formerly known as Aviva Life and Annuity Company of New York) under your Policy have been assumed by First Allmerica Financial Life Insurance Company ("First Allmerica").

All the terms, conditions and benefits of your Policy remain the same, except that all references to Athene are changed to First Allmerica.

All notices, claims, actions or communications under your Policy must be made and sent directly to First Allmerica at {Insert address}.

All premiums due under your Policy should be sent to the following address {Insert address}.

The Home Office of First Allmerica is located at {Insert First Allmerica Home Office Address}.

The Home Office of Athene is located at {Insert Athene's Home Office Address}.

This Certificate of Assumption forms a part of and is to be attached to your Policy.

IN WITNESS WHEREOF, First Allmerica Financial Life Insurance Company has caused this Certificate of Assumption to be effective as of [Date].

PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY

FIRST ALLMERICAL FINANCIAL
LIFE INSURANCE COMPANY

{INSERT SIGNATURE OF EXECUTIVE OFFICER}

{Insert Name and Title of Signing Officer}

{Insert Form Number}

[ATHENE LIFE INSURANCE
COMPANY OF NEW YORK]

{INSERT SIGNATURE OF EXECUTIVE OFFICER}

{Insert Name and Title of Signing Officer}

AMENDED AND RESTATED
COINSURANCE AGREEMENT
between
ATHENE ANNUITY AND LIFE COMPANY
and
ACCORDIA LIFE AND ANNUITY COMPANY
Dated as of December 28, 2015

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AMENDED AND RESTATED COINSURANCE AGREEMENT

This Amended and Restated Coinsurance Agreement (this "Agreement"), dated as of December 28, 2015, is made by and between Athene Annuity and Life Company, an insurance company organized under the laws of the State of Iowa (formerly known as Aviva Life and Annuity Company) (the "Company"), and Accordia Life and Annuity Company, an insurance company organized under the laws of the State of Iowa (formerly known as Presidential Life Insurance Company - USA) (the "Reinsurer"; each of the Company and the Reinsurer, a "Party" and together, the "Parties") and amends and restates in its entirety the Coinsurance Agreement, dated as of October 1, 2013, made by and between the Company and the Reinsurer.

RECITALS

WHEREAS, as of the Amendment Effective Date, (a) the Reinsurer and Ameritas Life Insurance Corp. ("Ameritas") will enter into a Coinsurance Agreement, pursuant to which the Reinsurer intends to retrocede to Ameritas, on a 100% quota share coinsurance basis, liabilities under certain life insurance policies reinsured by it under this Agreement (the "Ameritas Coinsurance Agreement"), and (b) the Reinsurer, Ameritas and the Company will enter into a trust agreement, between Ameritas, as grantor, and the Reinsurer and the Company, as beneficiaries, and J.P. Morgan Chase Bank, N.A., a national banking association, as trustee, pursuant to which Ameritas will deposit into a trust account certain assets for the benefit of the Reinsurer and the Company, as beneficiaries (the "Trust Agreement");

WHEREAS, as of the Effective Date, the Company ceded or retroceded to the Reinsurer, on a 100% coinsurance basis, all of its liabilities under certain life insurance policies issued and reinsured by it;

WHEREAS, as of the Effective Date, the Reinsurer accepted to reinsure such policies from the Company on the terms and conditions stated herein;

WHEREAS, subject to a transition services agreement entered into as of the Effective Date between Aviva USA Corporation and the Reinsurer (the "Transition Services Agreement"), the Company and the Reinsurer intend that the Reinsurer will provide certain administrative services for policies reinsured hereunder, and the Company and the Reinsurer have entered into an Administrative Services Agreement, dated as of the Effective Date (the "Administrative Services Agreement"), pursuant to which the Reinsurer shall provide such administrative services on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Company and the Reinsurer hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. Unless the context requires otherwise, for all purposes of this Agreement, the capitalized terms set forth below shall have the following meanings:

"Action" has the meaning ascribed thereto in the Purchase Agreement.

“Actual Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Additional Life Reference Balance Sheet Assets” means the additional assets referenced in the Life Reference Balance Sheet as set forth on Annex E hereto.

“Additional Security Amount” means, (a) at all times when the RBC Ratio of the Reinsurer most recently reported to the Company pursuant to Section 4.3 is less than 200%, an amount equal to 2% of Statutory Reserves (as defined in the Ameritas Coinsurance Agreement), and (b) at any other time, \$0.

“Administrative Services Agreement” has the meaning ascribed thereto in the Recitals.

“Administrator” means the Reinsurer in its capacity as administrator under the Administrative Services Agreement.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

“Agreement” has the meaning ascribed thereto in the Preamble.

“Amendment Effective Date” means December 1, 2015.

“Ameritas” has the meaning ascribed thereto in the Recitals.

“Ameritas Coinsurance Agreement” has the meaning ascribed thereto in the Recitals.

“Amortization Period” means the ten (10) years following the Effective Date.

“Applicable Law” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time, including the Indy Life Closed Block Memorandum and the Indy Life Plan of Conversion.

“Applicable Rate” means, with respect to any date of determination, an interest rate equal to one-month LIBOR for dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as of 11:00 a.m., London time, on such date.

“Assumed Reinsurance Agreement” means any reinsurance agreement in effect as of the Effective Time under which the Company assumes liabilities or obligations with respect to any Indy Life Closed Block Policy, including the assumed reinsurance agreements listed on Schedule 1.1(i) hereto.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York or Des Moines, Iowa are required or authorized by Applicable Law to be closed.

“Ceding Commission” has the meaning ascribed thereto in Section 2.3(b), and may be either positive or negative.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning ascribed thereto in Section 2.10(b).

“Company” has the meaning ascribed thereto in the Preamble.

“Company Indemnified Parties” has the meaning ascribed thereto in Section 11.2.

“Company Termination Payment” has the meaning ascribed thereto in Section 9.5.

“Confidential Information” means (a) with respect to the Company, any information with respect to the Company (other than information relating to the Indy Life Closed Block Policies) that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of the Company (other than proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Indy Life Closed Block Policies) and information or knowledge about the Company’s processes, services, finances and reserving methodology and (b) with respect to the Reinsurer, any information with respect to the Indy Life Closed Block Policies or the Reinsurer that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Indy Life Closed Block Policies and information or knowledge about the Reinsurer’s processes, services, finances and pricing and reserving methodology.

“Consultation Period” has the meaning ascribed thereto in Section 10.1(b).

“CPA Firm” has the meaning ascribed thereto in Section 10.1(b).

“Custody Account” has the meaning ascribed to the term “Account” in the Custody Agreement.

“Custody Account Ceding Commission Amount” means an amount equal to (a) the ratio of (x) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies if this Agreement were not in effect as of the date of determination, over (y) the Reinsurer’s Share of the Statutory Reserves with respect to the Reinsured Policies as of the Effective Date, *multiplied by* (b) the absolute value of the Ceding Commission, *multiplied by* (c) the ratio of (x) the remaining number of months in the Amortization Period over (y) 120.

“Custody Agreement” means the Amended and Restated Custody Agreement between the Reinsurer, as customer, and U.S. Bank National Association, as custodian, dated as of December 28, 2015.

“Effective Date” means October 1, 2013.

“Effective Time” means 12:00:01 a.m. Eastern time on the Effective Date.

“Estimated Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(ii).

“Excluded Liabilities” has the meaning ascribed thereto in the Purchase Agreement.

“Excluded Reinsured Liability” has the meaning ascribed thereto in the Purchase Agreement.

“Extra Contractual Obligations” means all obligations or Losses (whether known or unknown, contingent or otherwise) incurred or arising at any time under or relating to any Indy Life Closed Block Policy that are not provided by the contractual benefits arising under the express terms and conditions of such Indy Life Closed Block Policy or are in excess of the applicable Indy Life Closed Block Policy benefits, including any liability for taxes, toll charges, fines, penalties, forfeitures, excess or penalty interest, punitive, special, exemplary or other form of extra-contractual damages or attorneys’ fees and costs awarded, which obligations or Losses arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, including obligations or Losses arising out of or relating to: (a) the form, marketing, distribution, sale, underwriting, issuance, cancellation or administration of the Indy Life Closed Block Policies; (b) the investigation, defense, trial, settlement or handling of claims, benefits or payments under the Indy Life Closed Block Policies; (c) the failure to pay, the delay in payment of, or errors in calculating or administering the payment of, benefits, claims or any other amounts due or alleged to be due under or in connection with the Indy Life Closed Block Policies; (d) Premium Taxes other than those settled under Section 2.6 in connection with premiums received under the Indy Life Closed Block Policies; (e) the failure of any Indy Life Closed Block Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with tax treatment under the Code that is the same as or more favorable than the tax treatment under the Code (i) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the Indy Life Closed Block Policy by the Company or any of its predecessors or (ii) for which policies or contracts of that type were reasonably expected to qualify under the Code; (f) the treatment of any Indy Life Closed Block Policy as a “modified endowment contract” within the meaning of Section 7702A of the Code, except where the holder of the Indy Life Closed Block Policy shall have consented to its status as a “modified endowment contract” under Section 7702A; (g) the failure of the Company to comply with any applicable tax information reporting, withholding or disclosure requirements with respect to distributions or payments made pursuant to the Indy Life Closed Block Policies; (h) any taxes applicable to the Reinsurance Assets (but excluding the Company’s share of any taxes under Section 14.3); and (i) the failure to pay, the delay in payment, or errors in calculating or administering the payment of, unclaimed property, escheat or other similar liabilities related to the Indy Life Closed Block Policies; provided that “Extra Contractual Obligations” will not

under any circumstances include (x) any such liabilities, obligations or Losses incurred or arising solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer in writing or (y) U.S. federal or state income or capital stock or similar taxes (or any interest or penalties imposed with respect to the payment or reporting thereof) imposed upon the Company or any of its Affiliates.

“Fair Market Value” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Company, consistently applied.

“Governmental Entity” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“Indy Life Closed Block” means the closed block of business established pursuant to the Indy Life Plan of Conversion and operated in accordance with the Indy Life Closed Block Memorandum.

“Indy Life Closed Block Memorandum” means the Closed Block Memorandum dated as of September 18, 2000, and attached as Exhibit I to the Indy Life Plan of Conversion.

“Indy Life Closed Block Policies” means all insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, that have been issued or assumed by the Company and which are included in the Indy Life Closed Block.

“Indy Life Plan of Conversion” means the Plan of Conversion of Indianapolis Life Insurance Company dated as of September 18, 2000.

“Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(i).

“Initial Coinsurance Premium Adjustment” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Initial Coinsurance Premium Reconciliation Statement” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Interest Maintenance Reserve” means the amounts set forth on Schedule 2.12 as revised as of the Effective Date. The calculation of the Interest Maintenance Reserve for purposes of Section 2.3(a)(i)(B) (the calculation of the Interest Maintenance Reserve created at the Effective Time as a direct result of the transactions contemplated by this Agreement) shall be equal to any net pre-tax realized capital gains multiplied by 65%.

“Life Reference Balance Sheet” means the balance sheet for the Life Business (as defined in the Purchase Agreement) attached as Annex D hereto.

“Losses” means any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, fees, assessments, interest, penalties and reasonable costs and expenses (including reasonable attorneys’ fees and expenses).

“Market Value of the Unavailable Assets” means an amount equal to the aggregate of (i) the Fair Market Value of the assets labeled “Sold Assets” and “Other Assets” on Annex A-2 as of the Effective Date, *plus* (ii) the par value of the assets labeled “Matured Assets” on Annex A-2.

“Monthly Accounting Period” means, with respect to any calendar month, the period beginning on the first day of such calendar month and ending on the last day of such calendar month.

“Net Retained Liabilities” means, with respect to any time of determination, all liabilities or obligations in respect of any Indy Life Closed Block Policy that, under the terms of any Other Reinsurance Agreement covering such Indy Life Closed Block Policy, (a) the Company is required to retain unreinsured and for its own account or (b) in the opinion of the Company and the Reinsurer, requires consent from any party to such Other Reinsurance Agreement in order to effect reinsurance under this Agreement, and as to which a waiver of such requirement or other consent has not been obtained prior to such time of determination.

“Net Retained Liabilities Adjustment Period” has the meaning ascribed thereto in Section 2.4(b)(ii).

“Net Retained Liability Reserve Transfer Amount” means, with respect to any Net Retained Liability for which subsequent to the Effective Date a waiver or consent is obtained to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, the sum of (a) the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to such Net Retained Liability as of the Effective Date, less (b) the Reinsurer’s Share of (x) policy loan balances on such Net Retained Liability as of the Effective Date, and (y) net due and deferred Premiums on such Net Retained Liability as of the Effective Date, reduced by credit for reinsurance taken by the Company in respect of such Net Retained Liability for Other Reinsurance as of the Effective Date.

“Net Settlement” has the meaning ascribed thereto in Section 6.2(a).

“Non-Guaranteed Elements” has the meaning ascribed thereto in Section 2.8(b).

“Non-Indy Life Coinsurance Agreement” means the Coinsurance and Assumption Agreement between the Company and the Reinsurer, dated as of the Effective Date, pursuant to which the Company cedes or retrocedes to the Reinsurer all of its liabilities under certain life insurance policies issued and reinsured by the Company other than the Indy Life Closed Block Policies.

“Notice of Agreement” has the meaning ascribed thereto in Section 10.1(a).

“Other Reinsurance” means reinsurance ceded with respect to Reinsured Policies under the terms of the ceded reinsurance agreements that the Company has entered into with third parties prior to the Effective Time covering the Reinsured Policies, including the ceded reinsurance agreements listed on Schedule 1.1(ii), and any ceded reinsurance agreement entered into by the Company with the Reinsurer’s prior written consent pursuant to Section 2.7, as all such reinsurance ceded may be in force from time to time.

“Other Reinsurance Agreements” means the reinsurance treaties and agreements documenting the Other Reinsurance (including all amendments and modifications thereto entered into prior to the Effective Date or pursuant to Section 3.2).

“Other Reinsurance Benefits” means, for any period, the aggregate amount of benefits, fees, allowances and other amounts actually received by the Company for reinsurance ceded pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Reinsurance Premiums” means, for any period, the aggregate amount of premiums paid by the Company pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Transaction Agreements” means, collectively, all of the Transaction Documents other than this Agreement.

“Parties” has the meaning ascribed thereto in the Preamble.

“Party” has the meaning ascribed thereto in the Preamble.

“Payee” has the meaning ascribed thereto in Section 8.2(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“Premiums” means premiums and considerations due or to become due, premiums deferred and uncollected, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, which are or were held, received or collected by the Company, or which are now due or will become due from any source under or in connection with the Reinsured Policies, but not including Other Reinsurance Premiums.

“Premium Taxes” has the meaning ascribed thereto in Section 2.6(b)(i).

“Producer” means each Person, including salaried employees of the Company or its Affiliates, performing the duties of insurance producer, agency, managing general agent, third party administrator, broker, solicitor, adjuster, marketer, underwriter, wholesaler, distributor, producer or customer representative for the Company.

“Producer Agreements” means contracts between the Company and any Producer.

“Producer Payments” means any expense allowance, commission, override commission, service fee or other compensation payable by the Company to a Producer pursuant to a Producer Agreement in connection with any Reinsured Policy.

“Purchase Agreement” means that certain Purchase and Sale Agreement, dated as of April 30, 2013, by and among Athene Holding Ltd. and Commonwealth Annuity and Life Insurance Company.

“Qualified United States Financial Institution” means an institution that is (a) organized or, for a United States branch or agency office of a foreign banking organization, licensed under the laws of the United States or any state thereof and has been granted authority to operate with fiduciary powers and (b) regulated, supervised and examined by federal or state authorities having regulatory authority over banks and trust companies.

“RBC Ratio” means the ratio, as of the date of determination, of the Reinsurer’s “total adjusted capital” over its “company action level risk-based capital”, as such terms are defined and prescribed by requirements promulgated by the National Association of Insurance Commissioners and regulations adopted by the insurance regulatory authorities in the Reinsurer’s state of domicile, which are in effect as of such date, calculated as of the end of each calendar quarter, and using reserving methodologies and asset classifications that are in accordance with generally accepted statutory accounting principles and practices required or permitted by the National Association of Insurance Commissioners and the insurance regulatory authority in the Reinsurer’s state of domicile, consistently applied throughout the specified period and in the immediately prior comparable period; provided, that in the event there is a material change in the factors and formulae prescribed by the insurance regulatory authority in the Reinsurer’s state of domicile with respect to the components of and methodologies contained in such calculation, the Parties shall amend this Agreement to incorporate an alternate calculation that is reasonably equivalent to the components of and methodologies contained in the calculation of the Reinsurer’s RBC Ratio in effect as of the Effective Date within thirty (30) calendar days after the implementation of such change, and if the Parties cannot agree on any such alternative, the Reinsurer shall continue to calculate its RBC Ratio as if such material change had not occurred.

“Reinsurance Assets” has the meaning ascribed thereto in Section 2.3(a)(i).

“Reinsured Liabilities” means all gross liabilities and obligations, net of Other Reinsurance Benefits, to the extent such liabilities and obligations arise out of or relate to the Reinsured Policies, including payments of any such liabilities or obligations to any Governmental Entity, whether for tax withholding, escheat, unclaimed property or otherwise, and Extra Contractual Obligations, but excluding Net Retained Liabilities, any liabilities or obligations arising out of or relating to any Excluded Liabilities.

“Reinsured Policies” has the meaning ascribed thereto in Section 2.1.

“Reinsurer” has the meaning ascribed thereto in the Preamble.

“Reinsurer Indemnified Parties” has the meaning ascribed thereto in Section 11.1.

“Reinsurer’s Objection” has the meaning ascribed thereto in Section 10.1(a).

“Reinsurer’s Share” has the meaning ascribed thereto in Section 2.2.

“Reinsurer Termination Event” means any failure by the Company (or any successor by operation of law of the Company, including any receiver, liquidator, rehabilitator, conservator or similar Person of the Company) to pay any material amount due to the Reinsurer under this Agreement payable by the Company if such failure has not been cured within ninety (90) calendar days after receipt of written notice thereof from the Reinsurer.

“Reinsurer Termination Payment” has the meaning ascribed thereto in Section 9.5.

“Replacement Assets” has the meaning ascribed thereto in Section 4.1(c).

“Representatives” has the meaning ascribed thereto in Section 12.1.

“Required Balance” means, as of any date of determination, an amount equal to:

(a) (i) the Reinsurer’s Share of the Statutory Reserves that would be required to be held by the Company with respect to the Reinsured Policies if this Agreement were not in effect, *plus*

(ii) the Reinsurer’s Share of the Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus*

(iii) the amount of any new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement, *less*

(iv) the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *less*

(v) the net due and deferred Premiums on the Reinsured Policies, in each case, as of such date of determination and determined in accordance with SAP, consistently applied (to the extent SAP is applicable), *plus*

(b) the Custody Account Ceding Commission Amount, *plus*

(c) the Additional Security Amount.

“Review Period” has the meaning ascribed thereto in Section 10.1(a).

“SAP” means the statutory accounting principles and practices prescribed by the insurance regulatory authorities in the Company’s state of domicile.

“SPA” has the meaning ascribed thereto in the Purchase Agreement.

“SPA Adjusted Coinsurance Premium” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“SPA Coinsurance Premium Adjustment” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“SPA Coinsurance Premium Reconciliation Statement” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“Statutory Book Value” means (a) with respect to assets held in the Trust Account, the carrying value of the subject asset or liability on the books of Ameritas for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by Ameritas’ state of domicile, consistently applied, and (b) with respect to any other asset, the carrying value of the subject asset or liability on the books of the Reinsurer for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer’s state of domicile, consistently applied.

“Statutory Reserves” means, as of any date of determination, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to the Reinsured Policies as of such date of determination, in each case, as determined in accordance with SAP, consistently applied, and reduced by credit for reinsurance taken by the Company in respect of the Reinsured Policies for Other Reinsurance as of such date of determination. In no event shall Statutory Reserves include additional actuarial reserves (as used in connection with SAP), if any, established by the Company as a result of its annual cash flow testing.

“Taxes” has the meaning ascribed thereto in the Purchase Agreement.

“Tax Returns” has the meaning ascribed thereto in the Purchase Agreement.

“Transaction Documents” has the meaning ascribed thereto in the Purchase Agreement.

“Transition Services Agreement” has the meaning ascribed thereto in the Recitals.

“Trust Account” has the meaning ascribed thereto the Trust Agreement.

“Trust Agreement” has the meaning ascribed thereto in the Recitals.

“UCC” has the meaning ascribed thereto in Section 2.10(c)(i).

“Unavailable Asset Amount” means an amount equal to the Statutory Book Value of the assets set forth on Annex A-2 as of the date such assets were sold or otherwise became unavailable to transfer under this Agreement.

“Unavailable Assets” means assets of the Company that are unavailable to be transferred as set forth on Annex A-2.

“Unresolved Items” has the meaning ascribed thereto in Section 10.1(b).

Section 1.2 Construction.

- (a) For purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated.
- (b) Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.
- (c) For purposes of this Agreement, the term “including” means “including but not limited to.”
- (d) Whenever used in this Agreement, the masculine gender shall include the feminine and neutral genders.
- (e) All references herein to Articles, Sections, Subsections, Paragraphs, Exhibits, Annexes and Schedules shall be deemed references to Articles, Sections, Subsections and Paragraphs of, and Exhibits, Annexes and Schedules to, this Agreement, unless the context shall otherwise require.
- (f) Any reference herein to any statute, agreement or document, or any section thereof, shall, unless otherwise expressly provided, be a reference to such statute, agreement, document or section as amended, modified, restated, supplemented or otherwise changed (including any successor section) and in effect from time to time.
- (g) All terms defined in this Agreement shall have the defined meaning when used in any Schedule, Annex, Exhibit, certificate or other documents attached hereto or made or delivered pursuant hereto unless otherwise defined therein.

ARTICLE II
COINSURANCE

Section 2.1 Scope and Basis of Reinsurance. The reinsurance provided under this Agreement applies to all Indy Life Closed Block Policies that are (a) issued by the Company and in force as of the Effective Time, (b) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time, and (c) reinstated by the Company in accordance with Section 5.4 hereof (collectively, the “Reinsured Policies”).

Section 2.2 Reinsuring Clause. Subject to the terms and conditions of this Agreement, the Company hereby cedes and the Reinsurer hereby reinsures on a coinsurance basis as of the Effective Time, 100% (the “Reinsurer’s Share”) of all Reinsured Liabilities.

Section 2.3 Transfer of Assets and Ceding Commission.

(a) Coinsurance Premium.

(i) On the Effective Date, the Company will pay to the Reinsurer an initial coinsurance premium that relates to the Reinsured Policies consisting of (1) assets that are listed and that have Fair Market Values (exclusive of accrued interest) set forth on Annex A-1 (the “Reinsurance Assets”), equal to the Reinsurer’s Share of the following amount: (A) (x) the Statutory Reserves held by the Company with respect to the Reinsured Policies, *minus* (y) the Unavailable Asset Amount, *plus* (B) the amount of any new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement divided by 65%, *minus* (C) the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (D) the net due and deferred Premiums on the Reinsured Policies, *plus* (2) cash equal to (A) the Interest Maintenance Reserve attributable to the Reinsured Liabilities divided by 65% *plus* (B) the other liabilities set forth on the Life Reference Balance Sheet, *minus* (C) the Additional Life Reference Balance Sheet Assets, *plus* (D) the Market Value of the Unavailable Assets, *minus* (E) the amount of accrued interest on the Reinsurance Assets, multiplied by the ratio of the aggregate Fair Market Value of the Reinsurance Assets, divided by the aggregate Statutory Book Value of the Reinsurance Assets, in the case of each of clauses (1)(A), (1)(C), (1)(D), (2)(A) and 2(D) determined in accordance with SAP, consistently applied, as of the Effective Time (such amount, the “Initial Coinsurance Premium”). For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, for purposes of calculating the Initial Coinsurance Premium, the term “Reinsured Policies” shall not include the portion of the policies from which Net Retained Liabilities, if any, arise. The Reinsurance Assets set forth in clause (1) will consist of assets having an aggregate Statutory Book Value on the Company’s books and records as of the Effective Time equal to the amount set forth in clause (1) of the Initial Coinsurance Premium without taking into account the amounts set forth in sub clause (1)(B) thereof.

(ii) The amount of the Initial Coinsurance Premium paid on the Effective Date shall be determined on an estimated basis (the “Estimated Initial Coinsurance Premium”) as follows: (x) with respect to each of the items set forth in clauses (1)(A), (1)(C) and (1)(D) and (2)(A)-(C) and (2)(E) of the definition of “Initial Coinsurance Premium” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be equal to the respective amounts set forth on the Life Reference Balance Sheet; and (y) with respect to the item set forth in clauses (1)(B) and (2)(D) of the definition of “Initial Coinsurance Premium” the portion of the Estimated Initial Coinsurance Premium attributable to such item shall be determined by the Company in good faith and in a manner consistent with the principles governing the preparation of the Life Reference Balance Sheet on an estimated basis as of the date that is three (3) Business Days prior to the Effective Date.

(iii) On the Effective Date, the Company shall deliver to the Reinsurer a statement setting forth (A) the amount of the Estimated Initial Coinsurance Premium, determined as of the date that is three (3) Business Days prior to the Effective Date, and (B) the final list of Reinsurance Assets on Annex A-1 and the Unavailable Assets on Annex A-2, and will include the Fair Market Value of the Reinsurance Assets and the Unavailable Assets, determined as of the date that is three (3) Business Days prior to the Effective Date.

(iv) No later than fifty (50) Business Days after the Effective Date, the Company shall deliver to the Reinsurer a statement (the “Initial Coinsurance Premium Reconciliation Statement”) prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (1)(A)-(D) and (2)(A)-(E) of the definition of the “Initial Coinsurance Premium” (such amount, the “Actual Initial Coinsurance Premium”) and (2) the Fair Market Value of the Reinsurance Assets as of the Effective Date. The “Initial Coinsurance Premium Adjustment” shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the Actual Initial Coinsurance Premium *minus* the Estimated Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Fair Market Value of the Reinsurance Assets on the Effective Date *minus* the Fair Market Value of the Reinsurance Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 2.3(a)(i). If the Initial Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Initial Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount of cash equal to the absolute value of the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(v) No later than thirty (30) Business Days following any final adjustments to the Purchase Price (as defined in the SPA) in accordance with Annex C of the SPA, the Company shall deliver to the Reinsurer a statement (the “SPA Coinsurance Premium Reconciliation Statement”) prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (1)(A)-(D) and (2)(A)-(E) of the definition in each of the “Initial Coinsurance Premium” (such amount, the “SPA Adjusted Coinsurance Premium”) and (2) the Fair Market Value of the Reinsurance Assets as of the Effective Date. The “SPA Coinsurance Premium Adjustment” shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the SPA Adjusted Coinsurance Premium *minus* the Actual Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Fair Market Value of the Reinsurance Assets determined in connection with the calculation of the SPA Adjusted Coinsurance Premium *minus* the Fair Market Value of the Reinsurance Assets

determined in connection with the calculation of the Actual Initial Coinsurance Premium. If the SPA Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the SPA Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount of cash equal to the absolute value of the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(vi) The Initial Coinsurance Premium Adjustment and the SPA Coinsurance Premium Adjustment shall be paid in cash, but shall be calculated as though such adjustments were payable by transferring a combination of cash and assets having the same ratio of Fair Market Value to Statutory Book Value as the Reinsurance Assets on the Effective Date.

(b) Ceding Commission. In consideration of the reinsurance ceded hereunder, on the Effective Date, the Company shall pay a ceding commission to the Reinsurer equal to \$20,000,000 (the "Ceding Commission").

Section 2.4 Net Retained Liabilities.

(a) The Company shall be solely responsible for, and the Reinsurer will cooperate reasonably to obtain all waivers and consents necessary in order to reinsure 100% of the Net Retained Liabilities under this Agreement. The Company and the Reinsurer, at the Company's reasonable instruction, shall each use their reasonable best efforts in the context of current market conditions to obtain any such waivers and consents (it being understood that the Company's and the Reinsurer's executive officers shall, to the extent reasonably appropriate, be personally engaged in that process) and promptly advise the other Party of any communications with respect to any such waivers and consents. All correspondence from the Reinsurer to any Person from whom such a waiver or consent is sought shall be in a form approved by the Company. The Company shall effect any such action with respect to such waivers and consents, including sending correspondence requesting such waivers and consents. To the extent that after the Effective Time, any written waivers or consents are obtained to reinsure a Net Retained Liability in respect of an Indy Life Closed Block Policy under the terms of this Agreement or the Parties otherwise agree in writing that any such waivers or consents shall not be required as a condition to coverage of such Indy Life Closed Block Policy hereunder, then the liability and obligation pertaining to such Indy Life Closed Block Policy shall no longer be deemed a Net Retained Liability for purposes of this Agreement and the liability and obligation pertaining to such Indy Life Closed Block Policy shall be reinsured hereunder effective as of the date of such written consent, waiver or agreement by the Parties, as applicable.

(b) With respect to any such written waiver or consent that is obtained or any such other agreement between the Parties that any such waivers or consents shall not be required as a condition to coverage hereunder, in each case, after the Effective Date:

(i) the Company shall pay the Reinsurer an amount of cash equal to the Net Retained Liability Reserve Transfer Amount with respect to such Net Retained Liability for which waiver or consent was obtained or with respect to which the Parties agreed did not require a consent or waiver as a condition to coverage hereunder;

(ii) the Company shall deliver to the Reinsurer a statement setting forth the Company's good faith calculation of the difference (whether positive or negative) between (x) the aggregate amount of the premiums and considerations, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements, reinsurance recoverables and similar amounts, received or collected by the Company in respect of the portion of the Indy Life Closed Block Policies from which the relevant Net Retained Liabilities arise during the period following the Effective Date and prior to the date on which such waiver or consent was obtained or with respect to which the Parties agreed such waiver or consent was not required as a condition to coverage hereunder (the "Net Retained Liabilities Adjustment Period"); and (y) the aggregate amount equal to the obligations, including any and all death claims, cash surrender benefits, policyholder dividends, reinsurance premiums, commissions and similar amounts, arising out of or relating to the portion of the Indy Life Closed Block Policies from which the relevant Net Retained Liabilities arise (including Extra Contractual Obligations) incurred by the Company during the Net Retained Liabilities Adjustment Period. If such amount is positive, then such amount shall be due to be paid the Company by the Reinsurer, and if such amount is negative, then such amount shall be due to be paid to the Reinsurer by the Company, in each case, together with an amount of interest on such payment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(iii) The payment of the amounts in clauses (i) and (ii) shall be reflected in the Net Settlement for the month in which such consent or waiver was obtained and paid in accordance with Section 6.2.

(c) For the avoidance of doubt, prior to obtaining any such required written consents or waivers, or the making of any such written agreement, the portion of each Indy Life Closed Block Policy from which Net Retained Liabilities arise shall not be deemed to constitute a Reinsured Policy for purposes of this Agreement; provided that the Reinsurer shall provide administrative services with respect to any Net Retained Liabilities (and the associated Indy Life Closed Block Policies) pursuant to the Administrative Services Agreement. Except as otherwise contemplated by this Section 2.4, the Company shall bear the cost of obtaining any waivers or consents to reinsure a Net Retained Liability.

(d) Until 100% of the Net Retained Liabilities have been reinsured under this Agreement, the Net Settlement for each month shall reflect an adjustment to the Ceding Commission calculated by reference to the then-current amount of the Net Retained Liabilities in accordance with Annex C.

Section 2.5 Producer Payments.

(a) Subject to the Transition Services Agreement, the Reinsurer hereby assumes any and all liabilities and obligations of the Company to make, and agrees that it shall be financially responsible for, all Producer Payments owed from and after the Effective Time that are due in respect of premiums collected and received with respect to the Reinsured Policies. The Company hereby designates the Reinsurer as “paying agent” to make such Producer Payments directly to the applicable Producers from and after the Effective Date (except to the extent that AUSA or its Affiliates are making such Producer Payments pursuant to the Transition Services Agreement). The Company shall act at the Reinsurer’s written direction and expense to exercise all rights of the Company relating to the Reinsured Policies under the terms of the Producer Agreements, including any rights to suspend or terminate Producer Payments to such Producers for any reason or cause set forth in the Producer Agreements, in each case only to the extent such rights thereunder relate to the Reinsured Policies; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(b) As part of the Net Settlement, the Reinsurer shall pay to the Company from Producer Payments due to a Producer aggregate amounts equal to the agent debit balances, commission claw-backs, agent advances and agent loans maintained by the Company with respect to the applicable Producer and identified by the Company, provided that the Reinsurer shall no longer be required to pay such an amount in respect of any balance, claw-back, advance or loan that it acquires from the Company. The Reinsurer shall not be required to pay any such amounts paid to the Company under this Section 2.5(b) to a Producer pursuant to Section 2.5(a).

Section 2.6 Guaranty Fund Assessments and Premium Taxes.

(a) Guaranty Funds Assessments. In the event the Company is required to pay an assessment on or after the Effective Date in respect of the Reinsured Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction, the portion, if any, of such assessment related to such Reinsured Policies shall be reimbursed by the Reinsurer as part of the applicable monthly settlement pursuant to Section 6.2. To the extent there is any recovery of any such assessment paid by the Reinsurer, the Company shall promptly pay the Reinsurer’s Share of such recovery to the Reinsurer.

(b) Premium Taxes.

(i) The Reinsurer shall pay to the Company a provision for premium taxes and other charges, fees, taxes and assessments, including retaliatory taxes (collectively, “Premium Taxes”), incurred or imposed on or after the Effective Date in

connection with premiums written or received under the Reinsured Policies. The provision for Premium Taxes shall be estimated at 1.8% of premiums received under the Reinsured Policies, as calculated on a monthly basis, and shall be paid by the Reinsurer to the Company as part of the monthly settlement pursuant to Section 6.2 and adjusted annually to an actual rate for each year as part of the monthly settlement pursuant to Section 6.2 for the second calendar month of the following year, with such monthly settlement to reflect the difference between actual Premium Taxes in respect of the Reinsured Policies (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 2.6(a)) and estimated Premium Taxes.

(ii) Each Party shall promptly notify the other in writing upon receipt by it or any of its Affiliates of notice of any pending or threatened Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes.

(i) The Company shall have the right to control the conduct of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes, and to employ counsel of the Company's choice; provided, that the Reinsurer shall be permitted, at the Reinsurer's expense, to be present at, and to participate in, any Action related to Premium Taxes. Notwithstanding such control, the Company shall not settle, either administratively or after the commencement of litigation, any claim for Premium Taxes without the consent of the Reinsurer, which consent shall not be unreasonably withheld or delayed. The Parties shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the preparation for any Premium Tax audit or other Action related to Premium Taxes, and the prosecution or defense of any Action related to any Premium Taxes or any Premium Tax Returns filed in connection with such Premium Taxes. The Parties shall reasonably cooperate with each other in the conduct of any Action related to any Premium Taxes. Any information obtained under this Section 2.6(b)(iii) shall be kept confidential, except as otherwise reasonably may be required in connection with the filing of Premium Tax Returns or claims for Premium Tax refunds or in conducting any Action related to Premium Taxes.

Section 2.7 Other Reinsurance. This Agreement is written on a "gross" basis and thus the costs and benefits of Other Reinsurance inuring on the Reinsured Policies are intended to be borne by the Reinsurer. Other Reinsurance with respect to the Reinsured Policies shall be deemed to be inuring to the Reinsurer's benefit for all purposes of this Agreement and shall be accounted for herein such that the Reinsurer participates in the Reinsurer's Share of any premiums, benefits, recoveries, ceding or expense allowances, other allowances and other adjustments as such amounts and such risks are paid, received or otherwise collected by the Company with respect to such Other Reinsurance, it being understood that the Reinsurer shall bear all risk of collecting third party reinsurance (except as otherwise provided in Section 3.2(e)). Risks under the terms of any agreement of Other Reinsurance as shall be terminated or recaptured with the Reinsurer's prior written consent shall be ceded automatically hereunder to the Reinsurer without any further action required, subject to the receipt by the Reinsurer of the Reinsurer's Share of any reserve transfer or similar transfer or settlement amount received by the Company from the applicable third party reinsurer. In connection with any such termination or recapture with the Reinsurer's prior written consent, the Reinsurer shall pay the Reinsurer's

Share of any resulting special transfer or recapture fee incurred by the Company. The Company covenants that absent the prior written consent of the Reinsurer, the Company shall not enter into any new or change any existing reinsurance cession with respect to any of the Reinsured Policies.

Section 2.8 Policy Changes and Non-Guaranteed Elements.

(a) Policy Changes. The Company agrees that it shall not make any changes in the provisions and conditions of a Reinsured Policy or an Assumed Reinsurance Agreement except with the Reinsurer's prior written consent or to the extent that any change to the terms of any Reinsured Policy is required by Applicable Law. To the extent a change is required by Applicable Law, the Company shall, within a reasonable period of time prior to effecting such change, provide reasonably detailed written notice to the Reinsurer describing the nature of such change and the reasons for making such change. The Company shall also afford the Reinsurer, at the Reinsurer's expense, the opportunity, to the extent reasonably practicable, to object to such change under applicable administrative procedures.

(b) Non-Guaranteed Elements. The Company will be responsible for determining the cost of insurance charges, loads and expense charges, credited interest rates, mortality and expense charges, administrative expense risk charges and policyholder dividends, as applicable, under the Reinsured Policies ("Non-Guaranteed Elements"); provided, that the Reinsurer may provide written recommendations regarding the Non-Guaranteed Elements to the Company and, provided that such recommendations comply with the written terms of the Indy Life Closed Block Policies, Applicable Law and Actuarial Standards of Practice promulgated by the Actuarial Standards Board governing redetermination of non-guaranteed charges, if the Company does not follow such recommendations, then, the Company shall indemnify and hold harmless the Reinsurer for Losses arising out of the Company's failure to follow the recommendations of the Reinsurer. The Company may not change the Non-Guaranteed Elements without the Reinsurer's prior written consent.

Section 2.9 Ownership of Premiums. Payment of Premiums to the Reinsurer, as Administrator pursuant to the Administrative Services Agreement, by or on behalf of a policyholder shall be deemed received by the Company. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Date by the Company for premiums, fees or other payments on or in respect of the Reinsured Policies shall be held in trust by the Company for the benefit of the Reinsurer and shall be immediately transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to the Reinsured Policies that are payable to, or to the order of, the Company and received by the Reinsurer under this Agreement. As between the Parties, the Reinsurer shall be deemed owner of all such payments.

Section 2.10 Assignment; Security Interest.

(a) The Company hereby assigns, transfers and conveys to the Reinsurer, effective as of the Effective Time, all of Company's right, title and interest (legal, equitable or otherwise), if any, (i) under the Reinsured Policies to receive principal and interest paid on policy loans and (ii) in and to the Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies. The Reinsurer and the Company hereby agree that, in connection with any termination of this Agreement, all of the Reinsurer's right, title and interest (legal, equitable or otherwise) in and to the items set forth in (i) and (ii) above shall be immediately assigned, transferred and conveyed to the Company without any further action by the Parties. Each Party, as reasonably requested by the other from time to time, shall take all reasonably appropriate action and execute any reasonably necessary and appropriate additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out the provisions of this Section 2.10(a).

(b) The Parties intend that at all times prior to the termination of this Agreement the Company's assignment pursuant to Section 2.10(a) to be a present assignment of all of the Company's rights, title and interest and not an assignment as collateral. However, to the extent that such assignment is not recognized as a present assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance to the Reinsurer, the Company does hereby bargain, sell, convey, assign and otherwise pledge to the Reinsurer, and grant a first priority security interest to the Reinsurer in, all of the Company's right, title and interest (legal, equitable or otherwise), if any, (i) under the Reinsured Policies to receive principal and interest paid on policy loans and (ii) in and to all Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies (collectively, the "Collateral") to secure all of the Company's obligations under this Agreement.

(c) Upon the failure of the Company to fully perform any of its material obligations under this Agreement, including Sections 6.2 and 9.5, which failure is not caused by the Reinsurer as Administrator and remains uncured ten (10) calendar days after written notice thereof is received by the Company, the Reinsurer shall have, in addition to all other rights under this Agreement or under Applicable Law, the following rights:

- (i) the right to exercise all rights and remedies granted a secured party under the Uniform Commercial Code, as said code has been enacted in the State of Iowa or any other applicable jurisdiction (the "UCC"), as though all the Collateral constituted property subject to a security interest under Article 9 thereof;
- (ii) the right to set off against any of the Collateral any amounts owed by the Company to the Reinsurer;
- (iii) the right to attorneys' fees incurred in connection with the enforcement of this Agreement or in connection with the disposition of the Collateral; and
- (iv) the right to dispose of the Collateral, subject to commercial reasonableness.

(d) This Section 2.10 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement, including Sections 2.1, 2.2, 2.3, 2.9, 6.2 and 12.1, and the intent of this Agreement, the Company retained ownership of or any rights in the Collateral, the Reinsurer's rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 2.10 be interpreted as such.

(e) At or prior to the Effective Time, the Company shall file, and the Reinsurer is authorized to file, any and all financing statements reasonably requested by the Reinsurer in order to perfect the Reinsurer's right title and interest under Article 9 of the UCC in and to the Collateral, and the Company shall do such further acts and things as Reinsurer may reasonably request in order that the security interest granted hereunder may be maintained as a first priority perfected security interest; provided, that the Reinsurer shall be required to bear all out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by the Company in connection with any such action or other thing requested by the Reinsurer.

Section 2.11 Reserved.

Section 2.12 Interest Maintenance Reserve. Set forth on Schedule 2.12 is the Reinsurer's Share of the existing Interest Maintenance Reserve attributable to the Reinsured Liabilities and the amount of the new Interest Maintenance Reserve that is created at the Effective Time as a direct result of the transactions contemplated by this Agreement. The entirety of such Interest Maintenance Reserve shall be calculated by the Company and ceded to and held by the Reinsurer, and shall be amortized as set forth on Schedule 2.12. The Company shall have no obligation to establish any such Interest Maintenance Reserve.

ARTICLE III REINSURANCE LIABILITY

Section 3.1 Reinsurance Liability. The reinsurance by the Reinsurer of the Reinsured Policies is subject to the same rates, conditions, limitations and restrictions as the insurance under the Reinsured Policies written by the Company on which the reinsurance is based. The liability of the Reinsurer hereunder on the terms described herein begins as of the Effective Time and, subject to Article IX hereof, the liability of the Reinsurer on any Reinsured Policy will terminate as and when all liability of the Company with respect to such Reinsured Policy terminates.

Section 3.2 Other Reinsurance.

(a) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the Other Reinsurance Agreements and to perform fully each of its obligations thereunder. The Company may not modify, amend, terminate or recapture any Other Reinsurance Agreement or waive any of its rights under any such agreement without

the Reinsurer's prior written consent and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request, requiring the collateralization by the third party reinsurer of reserve balances and other amounts thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to recapture risks ceded thereby under any of the Other Reinsurance Agreements or to otherwise terminate any such agreement and shall, at the Reinsurer's instruction and expense, effect any such action with respect to the management or administration of the Other Reinsurance as the Reinsurer shall reasonably request, including termination or recapture, as may be available under or with respect to the terms of any Other Reinsurance Agreement; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. Subject to the terms and conditions of the Administrative Services Agreement, the Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer (including any reasonable out-of-pocket expenses incurred by the Company), pursue commercially reasonable management and collection efforts with respect to the Other Reinsurance and, in general, will reasonably cooperate with the Reinsurer in the management of the Other Reinsurance.

(b) Following the Effective Date, at the Reinsurer's expense and reasonable request, the Company shall cooperate with the Reinsurer and shall use its reasonable best efforts in the context of current market conditions to novate any Other Reinsurance from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Parties shall promptly advise each other of any communications with respect to any such proposed novation. All correspondence from either the Company or the Reinsurer to any reinsurer under Other Reinsurance in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense (including any reasonable out-of-pocket expenses incurred by the Company), the Company shall effect any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an Other Reinsurance Agreement be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(c) The recoverability of the Other Reinsurance from reinsurers shall be at the risk of and for the account of the Reinsurer provided, that to the extent the Other Reinsurance became unrecoverable (in accordance with the Company's ordinary-course evaluation and statutory accounting treatment) prior to the Effective Time, the recoverability of such amounts shall be borne by the Company. The Company agrees that whenever an Other Reinsurance Agreement provides the Company with a right of set-off, the Company shall exercise such right of set-off in the event that amounts are due and unpaid from the Reinsurer. The Company shall have no obligation to pursue any claims it may have for indemnification to which it may be entitled in connection with the Other Reinsurance unless requested to do so by the Reinsurer and at the cost and expense of the Reinsurer (including reasonable out-of-pocket expenses incurred by the Company). In no event shall any such right to indemnification reduce the Reinsurer's responsibility for the risk of all Other Reinsurance. The Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by Reinsurer.

Section 3.3 Disclaimer. The Company has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Company expressly disclaims, and makes no representations or warranties to the Reinsurer, other than those expressly contained in this Agreement. The Reinsurer has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Reinsurer expressly disclaims, and makes no representations or warranties to the Company, other than those expressly contained in this Agreement.

Section 3.4 Reinsurance Assets. The Reinsurer covenants that it will comply with Applicable Law with respect to the assets supporting the Reinsured Liabilities, including managing the assets in accordance with the requirements of Applicable Law.

ARTICLE IV CERTAIN FINANCIAL PROVISIONS

Section 4.1 Provision of Security by the Reinsurer.

(a) On the Amendment Effective Date, the Reinsurer, the Company and Ameritas will enter into the Trust Agreement.

(b) The Reinsurer shall maintain, or cause to be maintained, cash and assets in the Custody Account and the Trust Account, having a combined Statutory Book Value, determined in good faith by the Reinsurer on a quarterly basis, to be not less than the Required Balance. The Required Balance and the Statutory Book Value of any assets held in the Custody Account with respect to this Agreement shall be calculated by the Reinsurer as of the last day of each calendar quarter pursuant to this Agreement and the Statutory Book Value of any assets held in the Trust Account shall be calculated by Ameritas as of the last day of each calendar quarter pursuant to the Ameritas Coinsurance Agreement, and the Reinsurer shall provide a certification with respect to such valuation, including the Statutory Book Value and Fair Market Value of all such assets (both on an asset-by-asset basis and a cumulative basis), to the Company within thirty (30) days after the end of such quarter. If the amount of cash *plus* the Statutory Book Value of assets held in the Custody Account with respect to this Agreement and the Trust Account as of any quarter end is less than the Required Balance as of such quarter end, the Reinsurer shall within five (5) Business Days after such determination is made make such further deposits to the Custody Account or Trust Account, as are required in order to restore the Required Balance as of such quarter end. If the amount of cash plus the Statutory Book Value of assets held in the Custody Account with respect to this Agreement and the Trust Account as of any quarter end is greater than the Required Balance as of such quarter end, the Reinsurer may provide notice to the Company of its desire to withdraw assets from the Custody Account, specifying the amount and type of assets to be withdrawn. Within five (5) Business Days following its delivery of such notice to the Company, the Reinsurer may withdraw such assets from the Custody Account in excess of the amount necessary to maintain such Required Balance as of the applicable quarter end in accordance with the requirements set forth in the Custody Agreement. Any

disputes by the Company of the amount of the Required Balance or the valuation of any asset deposited in the Custody Account pursuant to this [Section 4.1](#) shall be resolved in accordance with [Section 10.2](#). Upon resolution of any such dispute in accordance with [Section 10.2](#), either (A) the Reinsurer shall cause to be deposited additional assets within two (2) Business Days following such resolution, such that following any such deposit, the amount of cash *plus* the Statutory Book Value of the assets held in the Custody Account with respect to this Agreement and the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end; or (B) the Reinsurer may withdraw assets from the Custody Account in accordance with this [Section 4.1\(b\)](#), such that following any such withdrawal, the amount of cash *plus* the Statutory Book Value of the assets held in the Custody Account with respect to this Agreement and the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end. Unless otherwise agreed upon in writing by the Company, the Reinsurer shall maintain the Custody Account until all obligations of the Reinsurer under this Agreement have been fully satisfied, as determined by the Company in its sole discretion.

(c) The Company and the Reinsurer agree that the assets maintained in (i) the Custody Account may be withdrawn by the Company only after a default by the Reinsurer in the performance of its monetary obligations hereunder that is not being disputed by the Reinsurer in good faith, which undisputed payment default has not been cured by the Reinsurer within five (5) Business Days following its receipt of a written notice thereof delivered by the Company or (ii) the Trust Account may be withdrawn by the Company only (A) to the extent that an amount owed to the Reinsurer under the Ameritas Coinsurance Agreement is being disputed by Ameritas, (B) such amount, arising from the same obligation, is owed to the Company under this Agreement and (C) the payment of such amount to the Company is not being disputed by the Reinsurer in good faith under this Agreement. The amount of any such withdrawal in excess of amounts then due to the Company hereunder shall be deemed maintained in trust for the benefit of the Reinsurer and promptly returned to the Custody Account or the Trust Account, as applicable. Upon prior written notice to the Company, the Reinsurer shall have the right to substitute or exchange assets maintained in the Custody Account in accordance with the requirements set forth in the Custody Agreement (such substituted or exchanged assets, the "[Replacement Assets](#)"); provided that (i) the aggregate Statutory Book Value of such Replacement Assets that are deposited in or credited to the Custody Account shall be at least equal to the aggregate Statutory Book Value of the assets being removed from the Custody Account, (ii) the ratio of the aggregate Fair Market Value of the non-cash Replacement Assets to the aggregate Statutory Book Value of the non-cash Replacement Assets shall be the same as or greater than the ratio of the aggregate Fair Market Value of the non-cash assets being removed from the Custody Account to the aggregate Statutory Book Value of the non-cash assets being removed from the Custody Account immediately prior to such substitution, (iii) the Replacement Assets shall be deposited in the Custody Account prior to or simultaneously with the removal of assets from the Custody Account in connection with any such substitution or exchange and (v) the Reinsurer shall not make any substitutions under this [Section 4.1\(c\)](#) if it is in default under any other provision of this Agreement.

(d) As of the date of the transfer of any assets to the Custody Account after the Effective Date, the Reinsurer will have good and marketable title to all such assets transferred by it to the Custody Account, all assets transferred by the Reinsurer after the

Effective Date to the Custody Account shall be transferred free and clear of any liens other than interests of nominees, custodians or similar intermediaries, and the Reinsurer will not create, incur, assume or permit any lien or other encumbrance on any of the assets held in the Custody Account, or on any interest therein or on any of the proceeds thereof, other than interests of nominees, custodians or similar intermediaries.

(e) The Reinsurer shall notify the Company in writing of any payment default occurring as to any asset in the Custody Account promptly after the Reinsurer receives notice of such default. In the event the Reinsurer determines that a delinquency of a timely payment in regard to any of the assets in the Custody Account has occurred, the Reinsurer shall inform the Company of such delinquency promptly upon such determination.

(f) Assets in the Custody Account or the Trust Account, as applicable, may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Custody Account or the Trust Account, as applicable, as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to pay any portion of the Net Settlement due to be paid to the Company from the Custody Account or the Trust Account, as applicable, in accordance with [Section 6.2\(b\)](#) to the extent such portion is not being disputed by the Reinsurer in good faith; or

(iii) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Reinsured Policies to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above.

(g) The Reinsurer shall not amend, restate, modify, supplement, assign, terminate, hypothecate, subordinate, discharge or otherwise alter or waive, or consent to amendment, restatement, modification, supplementation, assignment, termination, hypothecation, subordination, dischargement or other alteration or waiver of the Custody Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

(h) The Reinsurer shall not amend, restate, modify, supplement, assign, terminate, hypothecate, subordinate, discharge or otherwise alter or waive, or consent to amendment, restatement, modification, supplementation, assignment, termination, hypothecation, subordination, dischargement or other alteration or waiver of the Trust Agreement, in each case, in any way that would materially and adversely affect the rights of the Company thereunder without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

Section 4.2 Credit for Reinsurance. If at any time during the term of this Agreement, an event occurs that would give the Company the right to terminate this Agreement pursuant to Section 9.3 or the Reinsurer fails to hold and maintain all licenses, permits and authorities required under Applicable Law to enable the Company to receive statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile, at the Company's option either (a) the Company shall terminate this Agreement pursuant to Section 9.3 or (b) the Reinsurer and the Company shall for a period of 30 (thirty) Business Days following such failure, use reasonable best efforts to novate the Reinsurer's rights and obligations under the Ameritas Coinsurance Agreement to the Company; provided, however that if, after such 30 (thirty) Business Day period (or such longer period as may be agreed upon in good faith by the Parties), an agreement has not been reached with respect to such novation, the Reinsurer shall, at its sole expense, establish and maintain security in the form of letters of credit, assets held in a reinsurance trust, funds withheld arrangement or a combination thereof in a manner that meets all Applicable Laws regarding credit for reinsurance, so as to permit the Company to receive full statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile.

Section 4.3 RBC Reports.

(a) Within forty-five (45) calendar days following the end of the first three calendar quarters of each year during the term of this Agreement, the Reinsurer shall provide to the Company a report of its RBC Ratio as of the end of such calendar quarter, as estimated in good faith by the Reinsurer.

(b) Within five (5) Business Days of the submission by the Reinsurer to the insurance department of its domiciliary state of a report of its risk-based capital levels as of the end of the previous calendar year, but in no event later than 60 days following the end of each calendar year, the Reinsurer shall provide to the Company written certification of its RBC Ratio as of the end of such calendar year.

ARTICLE V
PLAN OF REINSURANCE

Section 5.1 Plan. Reinsurance under this Agreement is on a 100% coinsurance basis and is subject to the terms and conditions of the original policy forms for the Reinsured Policies and any amendments thereto in effect as of the Effective Date.

Section 5.2 Follow the Fortunes. The Reinsurer's liability under this Agreement shall commence on the Effective Date, and all reinsurance with respect to which the Reinsurer shall be liable by virtue of this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of premiums paid to, and reinsurance recoveries benefiting, the Company with respect to the Reinsured Liabilities and the Reinsured Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company with respect to the Reinsured Liabilities and Reinsured Policies.

Section 5.3 Reductions and Terminations. Reinsurance amounts are calculated in terms of coverages on a “per policy” basis. If the coverage of any Reinsured Policy on an insured is reduced or terminated, reinsurance under this Agreement on such Reinsured Policy will be equally reduced or terminated.

Section 5.4 Reinstatements. Reinsured Policies ceded under this Agreement shall include any Indy Life Closed Block Policy that is reduced, terminated, lapsed or surrendered, and later reinstated pursuant to and in accordance with its policy provisions and will be reinsured by the Reinsurer in accordance with the terms of this Agreement. The Reinsurer will retain any Premiums and interest that the Company has received for reinstatement in respect of periods on or after the Effective Date. A terminated Indy Life Closed Block Policy that would have been a Reinsured Policy had it been in force at the Effective Time, that later reinstates pursuant to and in accordance with its policy provisions, will be reinsured by the Reinsurer and become a Reinsured Policy. The Reinsurer will be entitled to retain any Premiums and interest for coverage on or after the Effective Date that is received for such reinstatement, and the Company will transfer to the Reinsurer the amount of reserves for such reinstated Reinsured Policy as of the Effective Date, calculated in a manner that is consistent with the reserve calculations used for the other Reinsured Policies. The date of reinsurance for such reinstated Reinsured Policies shall be the Effective Date. For the avoidance of doubt, the reinstated Indy Life Closed Block Policies reinsured under this Section 5.4 shall include any Indy Life Closed Block Policy treated as lapsed or otherwise terminated prior to the Effective Time under which the Company subsequently becomes liable as a result of a determination that the policyowner, insured or beneficiary has died prior to the lapse or termination.

Section 5.5 Contractual Conversions; Internal Replacement.

(a) Any conversion, exchange or replacement policy or contract arising from the Reinsured Policies that is converted, exchanged or replaced pursuant to and in accordance with its policy terms shall be deemed to constitute a Reinsured Policy for purposes of this Agreement and, in the event of a conversion, exchange or replacement of any Reinsured Policy, the Reinsurer shall reinsure the risk resulting from such conversion on the basis set forth hereby with respect to the Reinsured Policies; provided, however, that the Reinsurer shall not be required to pay any additional ceding commission with respect to any such converted, exchanged or replacement policy or contract. The Reinsurer will reimburse the Company for any expenses incurred in issuing a converted, exchanged or replacement policy or contract, but only to the extent such expenses are not covered by payments made by the Reinsurer under the Transition Services Agreement.

(b) Absent the Reinsurer’s prior written consent (which may be withheld in its sole discretion), the Company will not solicit owners, beneficiaries or policyholders in connection with, or sponsor or assist, directly or indirectly, in the conduct of, (and will cause each of its Affiliates to refrain from soliciting in connection with, and sponsoring or assisting, directly or indirectly, in the conduct of) any program of internal replacement under which the owners, beneficiaries or policyholders of Reinsured Policies are or would be encouraged to exchange, or assisted in the exchange of, Reinsured Policies for other insurance policies or contracts that are not reinsured under this Agreement. Should the Company or its Affiliates or any of their respective successors or assigns initiate such a

program of internal replacement that would include any of the risks reinsured hereunder in violation of the preceding sentence, the Company will immediately notify the Reinsurer. For each risk reinsured hereunder that has been replaced under a program of internal replacement, the Reinsurer shall have the option, at its sole discretion, of either treating the risks reinsured as recaptured on terms reasonably acceptable to the Reinsurer or continuing reinsurance on the new policy under the terms of this Agreement without any additional ceding commission therefor.

ARTICLE VI ADMINISTRATION

Section 6.1 Administrative Services. The Parties hereby agree that the Indy Life Closed Block Policies, Other Reinsurance Agreements shall be administered in accordance with or as otherwise provided in the Administrative Services Agreement and the Transition Services Agreement.

Section 6.2 Net Settlements.

(a) For each Monthly Accounting Period, the Parties will effect a settlement on a net basis (the "Net Settlement") as contemplated in Annex B hereto.

(b) A report reflecting in detail the Net Settlement determinations contemplated in Annex B shall be prepared not later than thirty (30) calendar days after the end of each Monthly Accounting Period. For as long as required under the Transition Services Agreement, the Company shall prepare and deliver such report to the Reinsurer. After such time, the Reinsurer shall prepare and deliver such report to the Company. If a Net Settlement report reflects a balance due the Company, the amount(s) shown as due shall be paid within ten (10) Business Days of the delivery of the report. If a Net Settlement report reflects a balance due the Reinsurer, the amount(s) shown as due shall be paid within ten (10) Business Days after the date on which the report was delivered. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the Applicable Rate. For purposes of this section, a payment will be considered overdue on the date which is ten (10) Business Days after the date such payment is due hereunder; provided that such interest will begin to accrue from the original due date with respect to such payment. All settlements of account between the Company and the Reinsurer shall be made in cash or its equivalent.

(c) To the extent that the Reinsurer makes any direct payments to or on behalf of the Company in respect of Reinsured Liabilities or other amounts payable to the Company pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such payments shall be taken into account for purposes of determining the Net Settlement. In addition, to the extent the Reinsurer receives any Premiums or other amounts payable to the Reinsurer pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such Premiums received shall be taken into account for purposes of determining the Net Settlement.

(d) In connection with any settlement under this Agreement, the Reinsurer shall not be obligated to pay any Excluded Reinsured Liability.

(e) Notwithstanding any default by Ameritas in the performance of its monetary obligations under the Ameritas Coinsurance Agreement that is being disputed by Ameritas or the Reinsurer, the Reinsurer shall pay all amounts due to the Company hereunder unless such obligation is also disputed by the Reinsurer in good faith hereunder; provided, that the Reinsurer may not dispute such monetary obligation hereunder solely based on Ameritas' dispute with the Reinsurer under the Ameritas Coinsurance Agreement.

ARTICLE VII
DAC TAX

Section 7.1 DAC Tax Election. The Company and the Reinsurer hereby elect and agree under Treasury Regulations Section 1.848-2(g)(8) as follows:

(a) The Company and the Reinsurer will each attach a schedule to its federal income tax return for the first taxable year ending after the Effective Date that identifies this Agreement as a reinsurance agreement for which a joint election under Treasury Regulation Section 1.848-2(g)(8) has been made, and will otherwise file its respective federal income tax returns in a manner consistent with the provisions of Treasury Regulation Section 1.848-2 as in effect on the date this Agreement is executed;

(b) For each taxable year under this Agreement, the Party with the net positive consideration, as defined in the regulations promulgated under Section 848 of the Code, will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1) of the Code;

(c) The Company and the Reinsurer agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Code and applicable Treasury Regulations;

(d) The first tax year for which this election is effective is 2013;

(e) The Reinsurer will submit to the Company by May 15 each year its calculation of the amount of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement that the Reinsurer will report such amount of net consideration in its tax return for the preceding calendar year;

(f) The Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within thirty (30) calendar days of the Company's receipt of the Reinsurer's calculation. If the Company does not so notify the Reinsurer, the Company will report the amount of net consideration as determined by the Reinsurer in the Company's tax return for the previous calendar year;

(g) If the Company contests the Reinsurer's calculation of the amount of net consideration, the dispute shall be resolved in accordance with Section 10.2.

Both the Company and the Reinsurer are subject to U.S. taxation under Subchapter L of Chapter 1 of the Code.

ARTICLE VIII
INSOLVENCY AND CUT THROUGH

Section 8.1 Insolvency. In the event of the insolvency of the Company, all reinsurance made, ceded, renewed or otherwise becoming effective under this Agreement shall be payable by the Reinsurer on the basis of the liability of the Company under the Reinsured Policies without diminution because of the insolvency of the Company directly to the Company or to its liquidator, receiver or statutory successor, except (i) where this Agreement specifically provides for another payee of the reinsurance in the event of the insolvency of the Company or (ii) where the Reinsurer, with the consent of the direct insured, has assumed the policy obligations of the Company as direct obligations of the Reinsurer to the payees under a Reinsured Policy and in substitution for the obligations of the Company to the payees. It is understood, however, that in the event of the insolvency of the Company, the liquidator or receiver or statutory successor of the insolvent Company shall give written notice to the Reinsurer of the pendency of the claim against the Company on any Reinsured Policy within a reasonable time after such claim is filed in the insolvency proceeding, and during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem available to the Company or its liquidator or receiver or statutory successor. The expenses incurred by the Reinsurer shall be chargeable, subject to court approval, against the Company as part of the expense of conservation or liquidation to the extent of a proportionate share of the benefit which may accrue to the Company in conservation or liquidation, solely as a result of the defense undertaken by the Reinsurer.

Section 8.2 Cut Through.

(a) Subject to Applicable Law and the applicable terms of the Reinsured Policies, if the Company becomes insolvent or is subject to any liquidation, rehabilitation, conservatorship, receivership, administrative supervision or any other similar proceeding, the Reinsurer may pay any Reinsured Liabilities otherwise due and payable by the Reinsurer to the Company hereunder directly to the named insureds or their designees under the applicable Reinsured Policies (the "Payee"), in accordance with and subject to the terms, conditions, exclusions and limitations of such Reinsured Policies. Any such payment by the Reinsurer shall discharge the Company from its related payment obligation under the subject Reinsured Policy and shall be treated as a payment by the Company for all purposes of such Reinsured Policy and related documentation and otherwise.

(b) The Reinsurer shall have no obligation to indemnify the Company for amounts paid or payable by the Company in respect of a Reinsured Policy to the extent of any payments made by the Reinsurer to the applicable Payee under such Reinsured Policy in accordance with Section 8.2(a), and the Reinsurer shall be discharged of its payment obligations to the Company, or to its liquidator, receiver, rehabilitator, conservator or other similar Person, under this Agreement to the extent of such payments. The cut-through afforded by Section 8.2(a) shall not be available pursuant to this Agreement if, under

Applicable Law, regulation, court rule or order or similar requirement either: (i) the Reinsurer's direct payment to such Payee will not, to the extent thereof, discharge the Reinsurer's obligations to the Company or its legal representative or (ii) the Reinsurer is required by Applicable Law to make any payment to the Company or its liquidator, receiver, rehabilitator, conservator or other similar Person notwithstanding the provisions of this Agreement. Nothing herein or in any Reinsured Policy shall be construed to require the Reinsurer to make duplicative payments or payments duplicative of payments that have been made by the Company.

ARTICLE IX TERMINATION

Section 9.1 Duration of Coinsurance. This Agreement will be effective as of the Effective Time. Subject to the provisions of this Article IX, this Agreement will remain in effect, and the reinsurance provided hereunder will remain in force, until termination of the policy or policies on which the reinsurance is based in accordance with the terms of this Agreement. Except as provided in Sections 9.3, the Reinsured Policies are not eligible for recapture by the Company.

Section 9.2 Termination. This Agreement shall terminate:

- (a) at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination; or
- (b) automatically at such time as no liability remains under this Agreement.

Section 9.3 Termination by the Company. The Company, in its sole discretion, shall have the option to terminate this Agreement upon the occurrence of any one of the following events:

- (a) the Reinsurer is placed in receivership, conservatorship, rehabilitation or liquidation by any insurance regulatory authority;
- (b) assets withdrawn from the Trust Account by the Reinsurer are not transferred to the Custody Account, and the Reinsurer or Ameritas fail to cure such breach by depositing assets equal to the Fair Market Value of such withdrawn assets into the Custody Account within the earlier of (i) fifteen (15) calendar days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar year in which such breach occurs; provided that, in the case of clause (ii) only, the Company shall have no right to terminate with a cure period of fewer than fifteen (15) calendar days to the extent that the Company continues to receive full credit for the Custody Account in its risk-based capital calculation;
- (c) the Reinsurer breaches Section 4.2, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) calendar days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar quarter in which such breach occurs; provided that the Company shall have no right to terminate if the Reinsurer cannot take any action reasonably required for the Company to receive statutory reserve

credit without the reasonable cooperation of the Company and the Company shall not have reasonably cooperated with the Reinsurer; provided, further, that it shall be deemed unreasonable to require the Company to cooperate in the event such cooperation would impose on the Company any cost and the Reinsurer has not agreed to be responsible for such cost;

(d) the Reinsurer fails to pay any material amount due to the Company under this Agreement and (i) such amount is not subject to a good faith dispute and (ii) such failure is not cured within ten (10) Business Days following the Reinsurer's receipt of written notice of such failure from the Company; or

(e) in the event that (i) the Reinsurer's RBC Ratio is less than 175% or (ii) the Reinsurer fails to provide its RBC Ratio in accordance with Section 4.3 of this Agreement (or Section 4.4 of the Non-Indy Life Coinsurance Agreement) and, upon delivery of written notice from the Company to the Reinsurer, the Reinsurer shall fail to provide its RBC Ratio within ten (10) Business Days following such notice.

Section 9.4 Termination by the Reinsurer. Upon the occurrence of a Reinsurer Termination Event, the Reinsurer shall have the right (but not the obligation) to terminate this Agreement by providing written notice of its intent to terminate. Termination of this Agreement shall be effective on the date specified in such notice, provided that such date shall not be prior to the date on which the Reinsurer Termination Event occurred. Upon termination of this Agreement pursuant to this Section 9.4, the Company shall be deemed to have recaptured and reassumed all Reinsured Liabilities. Recapture of the Reinsured Policies shall be effective on the date specified in the notice of termination.

Section 9.5 Settlement Upon Termination. Upon the termination of this Agreement by the Company pursuant to Section 9.3 or by the Reinsurer pursuant to Section 9.4, subject to payment by the Reinsurer of any amounts due to the Company pursuant to this Section 9.5 and the payment by the Company of any amounts due to the Reinsurer pursuant to this Section 9.5, the Company shall recapture all liabilities previously ceded to the Reinsurer and the Reinsurer's liability under this Agreement will terminate (provided, that such termination shall not relieve any Party of any pre-termination breach of this Agreement). The Company shall prepare a Net Settlement report for the period commencing on the first day of the then-current calendar month and ending on the date this Agreement is terminated pursuant to Sections 9.3 or 9.4. On the tenth Business Day following the delivery of such Net Settlement report (a) the applicable Party shall pay any amounts due and owing by such Party on such Net Settlement report; (b) the Reinsurer shall transfer to the Company cash and assets with an aggregate Fair Market Value equal to 100% of an amount equal to: (i) the Reinsurer's Share of the Statutory Reserves held by the Company with respect to the Reinsured Policies, *plus* (ii) the Reinsurer's Share of the Interest Maintenance Reserve attributable to the Reinsured Liabilities, *plus* (iii) (x) the amount of any new Interest Maintenance Reserve created at the time of recapture as a result of such recapture divided by 65% and (y) the amount of any new Interest Maintenance Reserve created at the Effective Time as a direct result of the transactions contemplated by this Agreement that remains unamortized as of the date of termination, *minus* (iv) the Reinsurer's Share of the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including

amounts of interest due and accrued with respect thereto), *minus* (v) the Reinsurer's Share of net due and deferred Premiums on the Reinsured Policies reduced by advances thereon, *plus* (vi) the Ceding Commission *multiplied* by the ratio of (x) the remaining number of months in the Amortization Period over (y) 120, in each case, determined by the Company in accordance with SAP, consistently applied, as of the date of termination (such amount, the "Reinsurer Termination Payment"); and (c) the Company shall pay to the Reinsurer cash equal to the amount of any cash and assets withdrawn by the Company or any successor by operation of law, including any liquidator, rehabilitator, receiver or conservator of the Company, from the Custody Account prior to the date of termination, and not used to satisfy claims of policyholders under the Reinsured Policies prior to the date of termination or to otherwise pay amounts due to the Company pursuant to this Agreement (the "Company Termination Payment"). Any dispute by either Party of the Company Termination Payment or the Reinsurer Termination Payment shall be resolved in accordance with Section 10.2.

ARTICLE X
RESOLUTION OF CERTAIN DISPUTES

Section 10.1 Disputes over Actual Initial Coinsurance Premium Calculations and SPA Adjusted Coinsurance Premium

(a) Within thirty (30) calendar days following its receipt from the Company of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, (such period, a "Review Period"), the Reinsurer shall either (i) notify the Company in writing of its agreement with the calculation of the Actual Initial Coinsurance Premium or SPA Adjusted Coinsurance Premium, as applicable, set forth therein ("Notice of Agreement"); or (ii) if the Company determines that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein either (x) have not been prepared on the basis set forth in Section 2.3 or in Section 5.8 of the Purchase Agreement, or (y) contain or reflect mathematical errors, inform the Company in writing of its objection (the "Reinsurer's Objection"), which notice shall set forth in reasonable detail a description of the basis of the Reinsurer's Objection and the adjustments to such Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein that the Reinsurer requests be made. The Company, as applicable, shall, following the Effective Date through the date that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, becomes final in accordance with the last sentence of Section 10.1(c), take all actions necessary or desirable to maintain and preserve all accounting books, records, policies and procedures on which such Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, are based or on which the finalized Initial Coinsurance Premium Adjustment or SPA Coinsurance Premium Adjustment, as applicable, are to be based so as not to impede or delay the determination of the finalized Actual Initial Coinsurance Premium, the finalized SPA Adjusted Coinsurance Premium, the finalized Fair Market Value of the Reinsurance Assets as of the Effective Date or the preparation of the Reinsurer's Objection in the manner and utilizing the methods permitted by this Agreement. Upon receipt by the Company of a Notice of Agreement from the Reinsurer or if no

Reinsurer's Objection is received by the Company prior to the expiration of the Review Period, the Actual Initial Coinsurance Premium, the SPA Adjusted Coinsurance Premium and the Reinsurer's calculation of the Initial Coinsurance Premium Adjustment (as set forth in the Initial Coinsurance Premium Reconciliation Statement) and the SPA Coinsurance Premium Adjustment (as set forth in the SPA Coinsurance Premium Reconciliation Statement) shall be deemed to have been accepted by the Reinsurer and will become final and binding upon the Parties in accordance with the last sentence of [Section 10.1\(c\)](#).

(b) If the Reinsurer timely delivers a Reinsurer's Objection to the Company, the Company shall have thirty (30) calendar days from the date of such delivery to review and respond to such Reinsurer's Objection (the "[Consultation Period](#)"). The Parties shall use reasonable, good faith efforts to resolve any disagreements that they may have with respect to the matters set forth in the Reinsurer's Objection. If the Parties are unable to resolve all of their disagreements with respect to the matters set forth in the Reinsurer's Objection within ten (10) Business Days following the expiration of the Consultation Period, then the Parties shall submit all matters that remain in dispute with respect to the Reinsurer's Objection (along with a copy of the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein, marked to indicate those line items that are still in dispute) to an independent internationally recognized accounting firm of independent certified public accountants with appropriate actuarial expertise mutually agreed upon by the Parties (the "[CPA Firm](#)"), which shall, acting as an expert and not as an arbitrator, make a final determination, on the basis of the standards set forth in [Section 2.3](#) hereof, and only with respect to any remaining differences submitted to the CPA Firm, in accordance with this [Section 10.1\(b\)](#), of the appropriate amount of each line item in the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein as to which the Parties disagree (such items that remain in dispute, the "[Unresolved Items](#)").

(c) The Parties shall instruct the CPA Firm to deliver its written determination to the Reinsurer and the Company no later than fifteen Business Days after the Unresolved Items are referred to the CPA Firm. The CPA Firm's determination shall include a certification that it reached such determination in accordance with this [Section 10.1\(c\)](#) and shall be conclusive and binding upon the Parties, absent fraud or clear and manifest error. With respect to each Unresolved Item, the CPA Firm's determination, if not in accordance with the position of either the Company or the Reinsurer, shall not be more favorable to the Reinsurer than the amounts advocated by the Reinsurer in the Reinsurer's Objection or more favorable to the Company than the amounts advocated by the Company in the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement or the Company's calculations of the amounts set forth therein with respect to such disputed line item and/or calculation. For the avoidance of doubt, (i) the CPA Firm's review of the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein shall be limited to a determination of whether such documents and calculations were prepared in accordance with [Section 2.3](#), and (ii) the CPA Firm shall not review any line items or make any determination with respect to any matters other than the Unresolved Items that were referred to the CPA Firm for resolution pursuant to this

Section 10.1(c). The determination of the amounts set forth in the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, that are final and binding on the Parties, as determined either through (1) the Reinsurer's delivery of a Notice of Agreement pursuant to Section 10.1(a), (2) the Reinsurer's failure to deliver Reinsurer's Objection prior to expiration of the Review Period pursuant to Section 10.1(a), (3) agreement by the Parties during the Consultation Period or (4) the determination of the CPA Firm pursuant to this Section 10.1(c) are referred to herein as the "finalized Actual Initial Coinsurance Premium," the "finalized Initial Coinsurance Premium Adjustment," the "finalized Fair Market Value of the Reinsurance Assets as of the Effective Date," the "finalized SPA Adjusted Coinsurance Premium," the and the "finalized SPA Coinsurance Premium Adjustment," as the case may be.

(d) The Parties agree that judgment may be entered upon the CPA Firm's determination in any court having jurisdiction over the Reinsurer or the Company or their respective assets, as the case may be. The fees and disbursements of the CPA Firm shall be paid by the Parties in proportion to those matters submitted to the CPA Firm that are resolved against that Party, as such fees and disbursements are allocated by the CPA Firm in accordance with this Section 10.1 at the time of the CPA Firm's determination. At any time following delivery of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, the Reinsurer shall provide to the Company and its Representatives full access to books and records and other information with respect to the Reinsured Policies, the Net Retained Liabilities and the Ceding Commission, including work papers of its accountants (subject to execution by the Company and/or its Representatives, as applicable, of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants), and to any employees during regular business hours and on reasonable advance notice, to the extent necessary for the Company to prepare the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement or to prepare materials for presentation to the CPA Firm. The Parties shall make readily available to the CPA Firm, during regular business hours and on reasonable advance notice, interviews with such employees, and all relevant information, books and records and any work papers of their respective accountants (in each case, subject to execution by the CPA Firm of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants) relating to the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and any Unresolved Items and all other items reasonably required by the CPA Firm to fulfill its obligations under Section 10.1(c). In acting under this Section 10.1, the CPA Firm will be entitled to the privileges and immunities of an arbitrator.

(e) For the avoidance of doubt, this Section 10.1 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

Section 10.2 Disputes over Calculations. After the Effective Date, any dispute between the Parties with respect to the calculation of amounts that are to be calculated or reported pursuant to this Agreement (other than disputes with respect to the Actual Initial Coinsurance Premium and the SPA Adjusted Initial Coinsurance Premium, which shall be resolved in accordance with Section 10.1 hereof), including disputes with respect to any Net Settlement,

calculations relating to DAC tax, valuation of the assets held in the Custody Account or the amount of the Reinsurer Termination Payment or the Company Termination Payment, that cannot be resolved by the Parties within sixty (60) calendar days, shall be referred to an independent accounting firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties; provided, however, that where the dispute involves an actuarial issue, the dispute shall instead be referred to an independent actuarial firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties. Within twenty (20) Business Days following the selection of the accounting firm or actuarial firm, as applicable, the Parties shall submit their positions and supporting documentation to such accounting firm or actuarial firm. Within forty (40) Business Days of such submission, the accounting firm or actuarial firm, as applicable, shall, in light of the evidence provided by both Parties, determine the calculations in dispute within the range of difference between the Reinsurer's position thereto and the Company's position thereto. There shall be no appeal from the decision made by such firm, which shall be final and binding (absent fraud or clear and manifest error), except that, either Party may petition a court having jurisdiction over the other Party or its assets to reduce the arbitrator's decision to judgment. The fees charged by the accounting firm or actuarial firm, as applicable, to resolve the dispute shall be allocated between the Company and the Reinsurer by such firm in accordance with its judgment as to the relative merits of the Parties' positions in respect of the dispute. For the avoidance of doubt, this Section 10.2 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification of the Reinsurer by the Company. From and after the Effective Date, the Company shall indemnify, defend and hold harmless the Reinsurer and its officers, directors and authorized Representatives (the "Reinsurer Indemnified Parties") from and against, and pay and reimburse the Reinsurer Indemnified Parties for, all Losses imposed on, sustained, incurred or suffered by, or asserted against, the Reinsurer Indemnified Parties (a) solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer, (b) arising out of any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Reinsurer pursuant to the Administrative Services Agreement or (c) arising out of the Company's rejection of a written recommendation of the Reinsurer given in accordance with Section 2.8(b); provided, however, that except as provided in Section 2.8(b) and clause (c) of this Section 11.1, the Company shall have no obligation to indemnify, defend and hold harmless the Reinsurer Indemnified Parties for any Reinsured Liabilities.

Section 11.2 Indemnification of the Company by the Reinsurer. From and after the Effective Date, the Reinsurer shall indemnify, defend and hold harmless the Company, and its officers, directors and authorized Representatives (the "Company Indemnified Parties") from and against, and pay and reimburse the Company Indemnified Parties for, all Losses imposed on,

sustained or incurred or suffered by, or asserted against, the Company Indemnified Parties to the extent such Losses (a) constitute Reinsured Liabilities, (b) arise out of any breach or nonfulfillment by the Reinsurer of, or any failure by the Reinsurer to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Company or its Affiliates pursuant to the Transition Services Agreement, (c) arise out of written instructions of the Reinsurer given pursuant to Section 2.5 or 3.2 hereof, or (d) arise out of the Company following a written recommendation of the Reinsurer given in accordance with Section 2.8(b).

ARTICLE XII CONFIDENTIALITY

Section 12.1 Confidentiality. Except as provided in the Other Transaction Agreements, each of the Reinsurer and the Company agrees to hold any Confidential Information with respect to the other Party in strictest confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed in any form by any means by it or by its Affiliates, employees, advisors, agents or administrators (collectively, "Representatives") to third parties of any kind or used by it or its Representatives for any purpose other than the performance of its obligations under this Agreement; provided that the foregoing obligation shall not prohibit disclosure of any such information (a) if required by Applicable Law or stock exchange rules, or if required or requested by any Governmental Entity (provided in the case of this clause (a) that the disclosing party shall allow (to the extent permitted by Applicable Law and reasonably practicable) the other Party a reasonable opportunity to comment on such disclosure in advance of such disclosure); (b) to the disclosing Party's Representatives, auditors or ratings agencies, provided, that such Representatives, auditors or ratings agencies are made aware of the provisions of this Article XII; (c) to the extent that the information has been made public by or on behalf of, or with the prior consent of, the non-disclosing Party; (d) if required in connection with any report required to be filed or submitted with any Governmental Entity; (e) to a retrocessionaire of the Reinsurer; (f) to the extent reasonably necessary in connection with any dispute with respect to this Agreement; and (g) as necessary for the Reinsurer to perform its obligations as Administrator under the Administrative Services Agreement. The Reinsurer agrees to hold medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of Indy Life Closed Block Policies in confidence to the extent required to be held in confidence under Applicable Law and the Reinsurer's privacy policy or policies and shall establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of such information which are no less rigorous than those maintained by Reinsurer for its own information of a similar nature. Notwithstanding anything to the contrary, for purposes of this Section 12.1, the Reinsurer, in its capacity as Administrator on behalf of the Company, shall not be considered an advisor, agent or administrator of the Company.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

Section 13.1 Representations and Warranties of Reinsurer. The Reinsurer hereby represents and warrants to the Company as of the Effective Time:

(a) Organization, Standing and Authority. The Reinsurer is a corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Reinsurer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(b) Authorization. The Reinsurer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Reinsurer, and, subject to the due execution and delivery by the Company, this Agreement is valid and the binding obligation of the Reinsurer, enforceable against the Reinsurer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Reinsurer or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Reinsurer, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Reinsurer of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Reinsurer, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Reinsurer is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Reinsurer, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Reinsurer's business or necessary to enable the Reinsurer to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Reinsurer in connection with this Agreement or the transactions contemplated hereby.

Section 13.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Reinsurer as of the Effective Time:

(a) Organization, Standing and Authority. The Company is a corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(b) Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Company, and, subject to the due execution and delivery by the Reinsurer, this Agreement is valid and the binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Company or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Company's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Company, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Company, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice

or lapse of time or both, constitute) a default under, any contract to which the Company is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Company, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Company's business or necessary to enable the Company to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Company in connection with this Agreement or the transactions contemplated hereby.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1 Errors and Omissions. If any delay, omission, error or failure to pay amounts due or to perform any other act required by this Agreement is caused by mistake, misunderstanding or oversight, the Parties will equitably adjust the situation to what it would have been had the mistake, misunderstanding or oversight not occurred, and the reinsurance provided hereunder will not be invalidated. Should it not be possible to adjust the situation, it will be resolved in accordance with dispute resolution procedures mutually selected by the Parties.

Section 14.2 Offset and Recoupment. Any debits or credits incurred on or after the Effective Time in favor of or against either the Company or the Reinsurer with respect to this Agreement are deemed mutual debits or credits and may be set off and recouped, and only the net balance shall be allowed or paid hereunder. In the event of any insolvency, liquidation, rehabilitation, conservatorship, supervision, receivership or comparable proceeding by or against the Company or the Reinsurer, the rights of offset and recoupment set forth in this Section 14.2 shall apply to the fullest extent permitted by Applicable Law.

Section 14.3 Expenses. Except as otherwise provided in this Agreement each Party shall bear its own costs and expenses incurred in connection with the transactions contemplated by this Agreement. All transfer, sales, use, value added, excise, stock transfer, documentary, stamp, recording, registration and any similar taxes that become payable as a result of the acquisition by the Reinsurer from the Company of the Reinsurance Assets (including any real property transfer tax and any similar tax) shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Reinsurer.

Section 14.4 Parties to this Agreement. This is an agreement for indemnity reinsurance solely between the Company and the Reinsurer. The performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The acceptance of risks under this Agreement shall create no right or legal relationship between the Reinsurer and the insured, owner or beneficiary of any insurance policy or other contract of the Company.

Section 14.5 Authority. Neither the Company nor the Reinsurer shall have any power or authority to act for or on behalf of the other except as expressly granted herein or in the Administrative Services Agreement or Transition Services Agreement, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein. No employee or agent of either Party shall be considered an employee or agent of the other.

Section 14.6 No Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written approval of the other Party. Notwithstanding the foregoing, the Reinsurer shall not be prohibited from further transfer of risks accepted hereunder on a retrocession or other basis without the prior approval of the Company; provided that any transfer shall not relieve the Reinsurer of its obligations under this Agreement.

Section 14.7 Notices. Any notice, approval, request, consent, instruction, or other document to be given hereunder by any Party hereto to the other Party hereto will be delivered by personal delivery, overnight express or facsimile (followed by telephone confirmation with the intended recipient), as follows:

If to the Company, to:

Athene Annuity and Life Company
7700 Mills Civic Parkway
West Des Moines, IA 50266
Telephone: 515-342-3160
Facsimile: 877-733-8593
Attn: Erik Askelsen, Esq., Senior Vice President, General Counsel & Secretary

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Reinsurer, to:

Accordia Life and Annuity Company
c/o Global Atlantic Financial Company
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Telephone: (212) 389-2225
Facsimile: (212) 493-0324
Attn: Nicholas von Moltke
Chief Executive Officer

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6907
Facsimile: (212) 909-6836
Attn: Thomas M. Kelly, Esq.

or at such other address for a Party as will be specified by like notice. Each notice or other communication required or permitted under this Agreement that is addressed as provided in this [Section 14.7](#) will be deemed given upon delivery.

Section 14.8 [Severability](#). If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Company or the Reinsurer under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 14.9 [Announcements](#). Except as required by Applicable Law or in connection with public disclosure to investors or analysts, the content and timing of public announcements by either Party concerning the transactions contemplated by this Agreement must be approved in advance by both Parties, but such approval shall not be unreasonably withheld, conditioned or delayed.

Section 14.10 [Schedules, Annexes and Exhibits](#). All Schedules, Annexes and Exhibits to this Agreement are attached hereto and are incorporated herein by reference. The provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) shall be deemed to control in the event of any inconsistency or conflict between the provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) and the Schedules, Annexes and Exhibits attached hereto.

Section 14.11 [Entire Agreement](#). This Agreement (including all Exhibits, Annexes and Schedules hereto), and the Other Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, between the Parties with respect to the subject matter of this Agreement and such other agreements. Except as set forth in [Sections 11.1](#) and [11.2](#) with respect to the Reinsurer Indemnified Parties and the Company Indemnified Parties, this Agreement is not intended to and shall not confer upon any Person other than the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns any rights or remedies.

Section 14.12 Binding Effect. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective permitted assignees and successors (including any liquidator, rehabilitator, receiver or conservator of a Party).

Section 14.13 Waiver and Amendment. This Agreement may be modified or amended only by a writing duly executed by the Company and the Reinsurer. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. A waiver must be in writing and must be executed by such Party. A waiver on any occasion shall not be deemed to be a waiver of the same or any term or condition on a future occasion.

Section 14.14 Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

Section 14.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Section 14.16 No Prejudice. The Parties agree that this Agreement has been jointly negotiated and drafted by the Parties hereto and that the terms hereof shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting.

Section 14.17 Governing Law; Jurisdiction; Enforcement.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof, except that the laws of the State of Iowa shall apply with respect to insurance and reinsurance matters, including credit for reinsurance.

(b) Subject to Section 10.1 and Section 10.2, each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered, sent or mailed in accordance with Section 14.7, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.17.

Section 14.18 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that the other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date first written above.

ATHENE ANNUITY AND LIFE COMPANY

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

By: _____

Name: David C. Attaway

Title: SVP, CFO & Treasurer

ACCORDIA LIFE AND ANNUITY COMPANY

By: _____

Name:

Title:

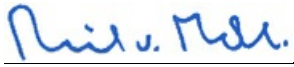
Signature Page to Amended and Restated Coinsurance Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date first written above.

ATHENE ANNUITY AND LIFE COMPANY

By: _____
Name:
Title:

ACCORDIA LIFE AND ANNUITY COMPANY

By:  _____
Name: NICHOLAS VON MOLTKE
Title: CEO

Signature Page to Amended and Restated Coinsurance Agreement

Schedule 1.1(i)

Assumed Reinsurance Agreements

1. Survivor Life Reinsurance Agreement, by and between Country and ALAC, dated as of December 27, 1990.
2. Agreement, by and between Farmers New World and ALAC, dated as of June 22, 1992.
3. Administrative Services Agreement and Survivor Life Reinsurance Agreement and Private Label Marketing Agreement, by and between Nationwide and ALAC, dated as of December 18, 1991.
4. Survivor Life Reinsurance Agreement, by and between Pekin and ALAC, dated as of April 9, 1992.
5. Automatic Coinsurance Agreement, by and between Pekin and ALAC, dated as of April 17, 2000.
6. Agreement for Administrative Services, by and between Protective Life Insurance Co. and ALAC, dated as of September 1, 1989.
7. Agreement, by and between Southern Farm Bureau and ALAC, dated as of June 7, 1996.
8. Agreement, by and between Thrivent and ALAC, dated as of January 1, 1994.
9. Agreement, by and between United Investors and ALAC, dated as of November 14, 1996.
10. Agreement, by and between ALFA and ALAC, dated as of September 28, 1999.
11. Agreement, by and between Lincoln Mutual and ALAC, dated as of December 19, 1995.
12. Agreement, by and between Lincoln Mutual and ALAC, dated as of April 19, 1995.
13. Agreement, by and between Celtic and ALAC, dated as of August 2, 1995.
14. Term Alliance Agreement, by and between Government Personnel Mutual and ALAC, dated as of January 1, 1998.
15. Term Alliance Agreement, by and between Transamerica and ALAC, dated as of January 1, 1998.
16. Term Alliance Agreement, by and between Lafayette and ALAC, dated as of April 1, 1997.
17. Agreement, by and between Guarantee Life and ALAC, dated as of April 1, 1997.

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18. Administrative Service and Retrocession Agreement, by and between Swiss Re and ALAC, dated as of November 1, 1997.
 19. Agreement, by and between Mutual Trust and ALAC, dated as of August 1, 1997.
 20. Agreement, by and between National Guardian and ALAC, dated as of July 18, 1995.
 21. Agreement, by and between Ohio National and ALAC, dated as of March 29, 1990.
 22. Agreement, by and between Pan-American and ALAC, dated as of April 24, 1991.
 23. Automatic Coinsurance Agreement, by and between Pioneer Mutual and ALAC, dated as of July 1, 1999.
 24. Agreement, by and between Pioneer Mutual and ALAC, dated as of December 1, 1998.
 25. Private Label Marketing Agreement for Universal Survivor Life Insurance Policies, by and between Sentry and ALAC, dated as of January 1, 2001.
 26. Agreement, by and between Shelter and ALAC, dated as of November 30, 1997.
 27. Agreement, by and between Tennessee Farmers and ALAC, dated as of March 1, 1999.
 28. Agreement, by and between Union Central and ALAC, dated as of 1991.
 29. Private Label Marketing Agreement, by and between Westfield and ALAC, dated as of July 1, 1992.

Schedule 1.1(ii)

Other Reinsurance

1. Automatic Yearly Renewable Term Bulk – ReaLife, by and between ALAC and Swiss Re, dated as of January 1, 1996.
2. Automatic and Facultative Reinsurance Agreement, by and between ALAC and ING Re, dated as of October 1, 1995.
3. Agreement, by and between ALAC and Union Central, dated as of 1991.
4. Automatic Reinsurance Agreement, by and between ALAC and Swiss Re, dated as of March 1, 1997.
5. Automatic Reinsurance Agreement, by and between ALAC and Transamerica, dated as of February 1, 1997.
6. Automatic YRT Joint and Last Survivor Universal Life Bulk, by and between ALAC and Swiss Re, dated as of January 1, 1997.
7. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALAC and Scottish Re, dated as of July 1, 2003.
8. YRT Agreement, by and between ALAC and Transamerica, dated as of July 1, 2003.
9. Automatic and Facultative YRT Reinsurance Agreement, by and between ALAC and ING Re, dated as of March 1, 1997.
10. Reinsurance Agreement (Automatic YRT Bulk Universal Life), by and between ALAC and Swiss Re, dated as of January 1, 1999.
11. Reinsurance Agreement (Automatic YRT Bulk Universal Life), by and between ALAC and Swiss Re, dated as of January 1, 1999.
12. Reinsurance Agreement (Automatic YRT Bulk Universal Life), by and between ALAC and Swiss Re, dated as of January 1, 1999.
13. Reinsurance Agreement (Automatic Coinsurance Bulk), by and between ALAC and Swiss Re, dated as of January 1, 2000.

Schedule 2.12
Interest Maintenance Reserve

[See attached.]

Section 2.12

Interest Maintenance Reserve (ILICO)

The Parties will work together to develop the IMR amortization schedule based upon the actual disposal information, producing an amortization schedule to be added to this agreement. At the time of this agreement's execution, the best estimates of IMR are

Existing IMR (based on 8/31 experience): \$13,167,189

New IMR (based on 9/26 market value of assets transferred): \$35,577,957

Annex A-1

List of Reinsurance Assets¹

[See attached.]

¹ This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	61745MW41-2-573	13-Dec-41	61745MW41	MORGAN STANLEY CAPITAL I MSC 0	4,835,000.00	4,665,008.43	4,760,853.69	4,811,671.63	16,104.65
Available	126650BP4-2-573	10-Dec-28	126650BP4	CVS PASSTHROUGH TRUST	3,000,000.00	2,450,892.42	2,450,892.42	2,702,072.13	6,985.86
Available	00080QAB1-1-573	04-Jun-18	00080QAB1	ROYAL BANK OF SCOTLAND NV	3,000,000.00	3,000,000.00	2,874,657.30	3,056,490.00	43,787.50
Available	002824AV2-1-573	01-Apr-39	002824AV2	ABBOTT LABORATORIES	3,000,000.00	3,000,000.00	2,993,751.13	3,560,106.00	88,000.00
Available	00817YAF5-4-588	15-Jun-36	00817YAF5	AETNA INC	700,000.00	700,000.00	698,683.69	840,218.40	13,139.58
Available	008916AG3-1-573	23-May-36	008916AG3	AGRIUM INC	3,000,000.00	3,000,000.00	3,169,584.80	3,509,166.00	73,625.00
Available	010392EC8-4-573	15-Feb-33	010392EC8	ALABAMA POWER COMPANY	2,000,000.00	2,000,000.00	2,011,782.32	2,273,940.00	13,300.00
Available	010392EP9-1-573	15-Mar-35	010392EP9	ALABAMA POWER COMPANY	5,000,000.00	5,000,000.00	4,678,170.97	5,232,440.00	9,416.67
Available	013716AU9-1-573	15-Dec-33	013716AU9	RIO TINTO ALCAN INC	3,000,000.00	3,000,000.00	3,127,628.82	3,396,285.00	52,062.50
Available	01877KAC7-1-573	31-Dec-25	01877KAC7	ALLIANCE PIPELINE LP (US)	3,500,000.00	3,500,000.00	3,500,000.00	4,359,771.50	66,626.29
Available	020002AQ4-4-573	01-Jun-33	020002AQ4	ALLSTATE CORPORATION (THE)	1,000,000.00	1,000,000.00	957,456.54	1,079,849.00	17,238.89
Available	020002AQ4-3-573	01-Jun-33	020002AQ4	ALLSTATE CORPORATION (THE)	1,000,000.00	1,000,000.00	1,012,469.21	1,079,849.00	17,238.89
Available	023551AM6-2-573	15-Mar-33	023551AM6	HESS CORPORATION	2,000,000.00	2,000,000.00	2,106,630.53	2,366,076.00	4,750.00
Available	023551AM6-1-573	15-Mar-33	023551AM6	HESS CORPORATION	1,000,000.00	1,000,000.00	1,086,454.98	1,183,038.00	2,375.00
Available	02364WAJ4-1-573	01-Mar-35	02364WAJ4	AMERICA MOVIL SAB DE CV	3,000,000.00	3,000,000.00	3,105,793.77	3,240,015.00	13,812.50
Available	029912BC5-1-573	01-Sep-20	029912BC5	AMERICAN TOWER CORPORATION	3,000,000.00	3,000,000.00	2,997,275.22	3,107,388.00	10,941.67
Available	032511AY3-1-573	15-Sep-36	032511AY3	ANADARKO PETROLEUM CORPORATION	700,000.00	700,000.00	822,246.68	809,048.10	1,505.00
Available	039483AT9-3-573	01-Oct-32	039483AT9	ARCHER-DANIELS-MIDLAND COMPANY	3,000,000.00	3,000,000.00	2,989,079.93	3,352,623.00	87,046.67
Available	05348EAM1-1-573	15-Mar-17	05348EAM1	AVALONBAY COMMUNITIES INC	5,000,000.00	5,000,000.00	5,300,753.77	5,584,565.00	9,500.00
Available	05523RAA5-1-573	11-Oct-16	05523RAA5	BAE SYSTEMS PLC	5,000,000.00	5,000,000.00	4,988,940.94	5,225,775.00	80,694.44
Available	059165EC0-1-573	01-Oct-36	059165EC0	BALTIMORE GAS AND ELECTRIC CO	2,000,000.00	2,000,000.00	1,495,056.37	2,375,256.00	62,088.89
Available	05947U4D7-1-573	10-Sep-47	05947U4D7	BANC OF AMERICA COMMERCIAL MOR	3,340,000.00	3,340,000.00	3,495,281.63	3,578,729.84	12,924.49
Available	05947U4E5-1-573	10-Sep-47	05947U4E5	BANC OF AMERICA COMMERCIAL MOR	500,000.00	500,000.00	489,518.37	532,874.00	1,934.80
Available	05947U7M4-1-21	10-Sep-45	05947U7M4	BANC OF AMERICA COMMERCIAL MOR	10,000,000.00	10,000,000.00	9,941,271.47	10,717,100.00	39,151.67
Available	05947UEX2-1-534	11-Jun-35	05947UEX2	BANC OF AMERICA COMMERCIAL MOR	2,000,000.00	2,000,000.00	1,996,710.09	1,881,462.00	9,425.00
Available	05952CAE0-1-573	10-Feb-51	05952CAE0	BANC OF AMERICA COMMERCIAL MOR	1,600,000.00	1,600,000.00	1,811,758.87	1,756,400.00	6,346.31
Available	10138MAD7-1-573	15-Jun-15	10138MAD7	BOTTLING GROUP LLC	5,000,000.00	5,000,000.00	4,911,114.02	5,282,755.00	58,437.50
Available	11041RAL2-1-573	01-Jul-27	11041RAL2	BAE SYSTEMS FINANCE INC	3,000,000.00	3,000,000.00	2,983,481.57	3,680,652.00	53,750.00
Available	111021AE1-4-573	15-Dec-30	111021AE1	BRITISH TELECOMMUNICATIONS PLC	1,000,000.00	1,000,000.00	1,281,165.49	1,488,303.00	27,270.83
Available	12189TAZ7-2-573	01-May-37	12189TAZ7	BURLINGTON NORTHERN SANTA FE L	1,169,000.00	1,169,000.00	1,464,184.14	1,332,425.03	29,156.81
Available	12513EAK0-2-573	15-Jul-44	12513EAK0	CITIGROUP/DEUTSCHE BANK COMMER	1,000,000.00	1,000,000.00	1,067,404.22	1,049,916.00	3,894.88
Available	125152AC2-1-573	15-Dec-18	125152AC2	CE GENERATION LLC	2,375,000.00	943,587.50	970,526.47	931,792.66	19,826.66
Available	12624XAD0-1-573	10-Mar-46	12624XAD0	COMM MORTGAGE TRUST COMM_13-CR	1,500,000.00	1,500,000.00	1,561,389.08	1,434,048.00	3,359.42
Available	136375BQ4-1-573	15-Nov-37	136375BQ4	CANADIAN NATIONAL RAILWAY COMP	5,000,000.00	5,000,000.00	5,166,266.41	6,207,460.00	116,875.00
Available	136440AL8-1-573	01-Aug-21	136440AL8	CANADIAN PACIFIC RAILWAY COMPA	3,000,000.00	3,000,000.00	3,644,701.00	4,031,649.00	44,100.00
Available	15189WAD2-1-573	01-Nov-37	15189WAD2	CENTERPOINT ENERGY RESOURCES C	4,000,000.00	4,000,000.00	4,232,672.30	4,922,304.00	107,472.22
Available	15405EAD0-14-70	01-Nov-25	15405EAD0	CENTRAL MAINE POWER COMPANY	1,000,000.00	1,000,000.00	1,000,000.00	1,040,558.00	4,116.67
Available	15405EAD0-13-70	01-Nov-25	15405EAD0	CENTRAL MAINE POWER COMPANY	2,500,000.00	2,500,000.00	2,500,000.00	2,601,395.00	10,291.67
Available	171232AS0-1-573	15-May-38	171232AS0	CHUBB CORPORATION	3,000,000.00	3,000,000.00	2,890,387.81	3,786,945.00	71,500.00
Available	172967BU4-3-573	22-Feb-33	172967BU4	CITIGROUP INC	3,000,000.00	3,000,000.00	2,991,205.00	3,011,280.00	17,135.42
Available	172967DR9-1-573	25-Aug-36	172967DR9	CITIGROUP INC	1,000,000.00	1,000,000.00	1,015,891.71	1,018,925.00	5,444.44
Available	172967EP2-1-573	05-Mar-38	172967EP2	CITIGROUP INC	3,000,000.00	3,000,000.00	2,679,787.91	3,747,777.00	12,604.17
Available	195869AJ1-2-588	28-Aug-32	195869AJ1	COLONIAL PIPELINE CO. GREENWICH CAPITAL	1,720,000.00	1,720,000.00	1,817,577.33	2,080,336.56	9,116.96
Available	20173QAH4-2-21	10-Mar-39	20173QAH4	COMMERCIAL F	15,000,000.00	15,000,000.00	14,958,076.01	12,389,715.00	59,637.50
Available	20449EBT2-1-573	01-Apr-20	20449EBT2	COMPASS BANK	2,000,000.00	2,000,000.00	1,973,250.66	1,995,406.00	53,777.78
Available	205887AX0-2-588	15-Sep-30	205887AX0	CONAGRA FOODS INC CONNECTICUT LIGHT AND POWER CO	280,000.00	280,000.00	352,833.75	356,173.72	770.00
Available	207597CZ6-4-573	01-Oct-24	207597CZ6	CONNECTICUT LIGHT AND POWER CO	1,000,000.00	1,000,000.00	1,116,878.53	1,280,994.00	38,500.00
Available	207597CZ6-3-573	01-Oct-24	207597CZ6	CONNECTICUT LIGHT AND POWER CO	4,000,000.00	4,000,000.00	4,051,740.50	5,123,976.00	154,000.00
Available	207597DV4-1-573	01-Jun-36	207597DV4	CONNECTICUT LIGHT AND POWER CO	3,000,000.00	3,000,000.00	2,998,219.90	3,651,285.00	61,383.33
Available	208251AE8-1-573	15-Apr-29	208251AE8	CONOCOPHILLIPS HOLDING CO	3,000,000.00	3,000,000.00	3,311,449.67	3,795,153.00	93,825.00
Available	20825CAQ7-1-588	01-Feb-39	20825CAQ7	CONOCOPHILLIPS	9,654,000.00	9,654,000.00	11,421,855.48	12,174,360.13	97,612.67

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	210518CS3-2-148	15-Sep-19	210518CS3	CONSUMERS ENERGY COMPANY	10,000,000.00	10,000,000.00	9,996,721.12	12,372,210.00	22,333.33
Available	219023AF5-1-148	01-Nov-20	219023AF5	INGREDION INC	7,000,000.00	7,000,000.00	6,979,179.42	7,403,361.00	131,298.61
Available	224044BR7-1-573	01-Dec-36	224044BR7	COX COMMUNICATIONS INC	2,000,000.00	2,000,000.00	1,998,580.02	1,999,362.00	41,566.67
Available	225470AP8-1-573	15-Aug-38	225470AP8	CS FIRST BOSTON MORTGAGE SECUR	3,690,000.00	3,690,000.00	3,839,713.21	3,906,274.59	13,591.50
Available	23311RAA4-5-588	15-Sep-37	23311RAA4	DCP MIDSTREAM LLC	560,000.00	560,000.00	588,084.87	607,607.84	1,260.00
Available	244199BA2-4-573	03-Mar-31	244199BA2	DEERE & CO	1,000,000.00	1,000,000.00	1,184,535.90	1,304,345.00	4,750.00
Available	244199BA2-3-573	03-Mar-31	244199BA2	DEERE & CO	3,000,000.00	3,000,000.00	3,390,335.39	3,913,035.00	14,250.00
Available	244199BD6-1-148	16-Oct-29	244199BD6	DEERE & CO	7,535,000.00	7,535,000.00	7,519,481.28	8,446,358.25	181,127.80
Available	251799AA0-2-573	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	2,000,000.00	2,000,000.00	2,513,974.89	2,608,986.00	71,550.00
Available	251799AA0-1-573	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	2,000,000.00	2,000,000.00	2,287,010.41	2,608,986.00	71,550.00
Available	25470XAB1-1-573	01-Sep-19	25470XAB1	DISH DBS CORP	1,250,000.00	1,250,000.00	1,329,349.71	1,428,125.00	7,109.38
Available	260003AG3-1-573	15-Mar-38	260003AG3	DOVER CORP	2,000,000.00	2,000,000.00	1,996,560.07	2,517,616.00	4,400.00
Available	263534BG3-2-588	15-Jan-28	263534BG3	EI DU PONT DE NEMOURS & CO	700,000.00	700,000.00	797,115.31	841,169.70	9,100.00
Available	278058AK8-1-573	15-Jun-19	278058AK8	EATON CORPORATION	2,000,000.00	2,000,000.00	2,212,429.73	2,525,306.00	50,291.67
Available	28336LBQ1-1-588	15-Jun-17	28336LBQ1	EL PASO LLC	775,000.00	775,000.00	768,678.20	864,134.30	15,370.83
Available	291011BB9-5-588	15-Apr-39	291011BB9	EMERSON ELECTRIC CO	708,000.00	708,000.00	704,618.82	848,557.82	19,514.25
Available	291011BB9-3-588	15-Apr-39	291011BB9	EMERSON ELECTRIC CO	700,000.00	700,000.00	696,657.03	838,969.60	19,293.75
Available	292505AD6-1-573	15-Aug-34	292505AD6	ENCANA CORPORATION	2,000,000.00	2,000,000.00	2,106,231.96	2,170,126.00	15,166.67
Available	29250RAT3-1-573	15-Sep-40	29250RAT3	ENBRIDGE ENERGY PARTNERS LP	4,000,000.00	4,000,000.00	3,968,781.50	3,905,588.00	7,333.33
Available	29365PAP7-1-148	01-Oct-24	29365PAP7	LOUISIANA	12,000,000.00	12,000,000.00	11,992,112.49	13,544,772.00	327,946.67
Available	302508AQ9-2-70	15-Jun-29	302508AQ9	FMR LLC	5,620,000.00	5,620,000.00	6,892,769.51	7,021,920.24	120,539.63
Available	302567AA0-2-70	20-Jun-23	302567AA0	FPL ENERGY AMERICAN WIND LLC	1,000,000.00	284,494.85	284,494.85	278,740.94	5,089.16
Available	337358BH7-1-573	01-Aug-26	337358BH7	WACHOVIA CORPORATION	1,000,000.00	1,000,000.00	1,057,053.84	1,247,777.00	11,781.78
Available	36192BAY3-1-573	10-Jan-45	36192BAY3	GS MORTGAGE SECURITIES CORPORA	700,000.00	700,000.00	752,843.28	702,019.50	1,760.34
Available	36804PAF3-3-70	02-Jan-25	36804PAF3	GATX FINANCIAL CORP 2005-1 PAS	1,000,000.00	605,741.90	605,741.90	675,774.14	8,147.99
Available	36804PAF3-1-573	02-Jan-25	36804PAF3	GATX FINANCIAL CORP 2005-1 PAS	2,000,000.00	1,211,483.80	1,211,483.80	1,351,548.29	16,295.97
Available	37145QAC4-2-70	03-Feb-23	37145QAC4	UNITED WATERWORKS INC	2,000,000.00	2,000,000.00	2,129,879.19	2,444,802.00	10,067.78
Available	37247DAB2-1-573	15-Jun-34	37247DAB2	GENWORTH FINANCIAL INC	4,000,000.00	4,000,000.00	3,999,935.25	4,238,920.00	73,666.67
Available	379352AL1-1-573	01-Jun-28	379352AL1	GLOBAL MARINE INC.	725,000.00	725,000.00	783,196.78	766,427.95	16,352.78
Available	38141GFD1-1-573	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	1,000,000.00	1,000,000.00	939,292.92	1,056,369.00	33,000.00
Available	39121JAE0-4-70	01-Jul-38	39121JAE0	GREAT RIVER ENERGY	1,500,000.00	1,500,000.00	1,500,000.00	1,749,597.00	22,410.17
Available	39121JAG5-2-70	01-Jul-38	39121JAG5	GREAT RIVER ENERGY	3,000,000.00	2,751,120.00	2,751,120.00	3,494,057.20	47,536.14
Available	396789KA6-2-148	10-Aug-42	396789KA6	GREENWICH CAPITAL COMMERCIAL F	2,240,000.00	2,240,000.00	2,239,621.94	2,182,438.72	8,229.64
Available	402740AA2-4-573	01-Nov-15	402740AA2	GULFSTREAM NATURAL GAS SYSTEM	2,500,000.00	2,500,000.00	2,499,513.51	2,724,652.50	56,372.22
Available	402740AA2-3-573	01-Nov-15	402740AA2	GULFSTREAM NATURAL GAS SYSTEM	500,000.00	500,000.00	500,429.94	544,930.50	11,274.44
Available	402740AB0-6-70	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	1,000,000.00	1,000,000.00	1,011,048.91	1,172,230.00	25,103.89
Available	402740AB0-4-588	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	1,720,000.00	1,720,000.00	1,739,004.12	2,016,235.60	43,178.69
Available	402740AB0-4-70	01-Nov-25	402740AB0	GULFSTREAM NATURAL GAS SYSTEM	5,750,000.00	5,750,000.00	5,813,531.21	6,740,322.50	144,347.36
Available	406216AY7-1-573	15-Sep-39	406216AY7	HALLIBURTON COMPANY	5,000,000.00	5,000,000.00	4,975,331.83	6,678,780.00	12,416.67
Available	416515BA1-4-588	30-Mar-40	416515BA1	HARTFORD FINANCIAL SERVICES GR	699,000.00	699,000.00	694,505.07	836,637.29	22,768.47
Available	42809HAC1-1-573	15-Jan-40	42809HAC1	HESS CORPORATION	2,500,000.00	2,500,000.00	2,464,614.61	2,668,190.00	30,000.00
Available	448814DC4-1-573	01-Dec-29	448814DC4	HYDRO-QUEBEC	1,600,000.00	1,600,000.00	1,710,977.28	2,342,947.20	43,822.22
Available	454624GE1-1-573	15-Jan-23	454624GE1	INDIANA BD BK	750,000.00	750,000.00	750,000.00	776,977.50	8,250.00
Available	455434BH2-2-70	01-Oct-36	455434BH2	INDIANAPOLIS POWER AND LIGHT C	4,000,000.00	4,000,000.00	3,976,880.44	4,527,728.00	118,311.11
Available	46625YXP3-2-573	15-Dec-44	46625YXP3	JP MORGAN CHASE COMMERCIAL MOR	2,280,000.00	2,280,000.00	2,390,460.57	2,445,044.64	8,838.55
Available	46629MAN5-1-39	15-May-45	46629MAN5	JP MORGAN CHASE COMMERCIAL MOR	6,000,000.00	6,000,000.00	5,873,227.94	5,884,650.00	23,920.00
Available	46630VAD4-4-573	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	1,003,699.00	1,003,699.00	1,145,686.41	1,123,263.64	4,273.28
Available	46630VAD4-3-573	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	540,000.00	540,000.00	616,935.40	604,326.96	2,299.07
Available	46630VAD4-2-573	12-Feb-49	46630VAD4	JP MORGAN CHASE COMMERCIAL MOR	605,000.00	605,000.00	690,882.67	677,070.02	2,575.81
Available	46639YAQ0-1-573	15-Apr-46	46639YAQ0	JP MORGAN CHASE COMMERCIAL MOR	4,000,000.00	4,000,000.00	4,115,838.75	3,752,560.00	8,550.82
Available	46639YAU1-1-573	15-Apr-46	46639YAU1	JP MORGAN CHASE COMMERCIAL MOR	1,400,000.00	1,400,000.00	1,440,575.97	1,318,885.40	3,251.73

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	478115AA6-1-588	01-Jul-19	478115AA6	JOHNS HOPKINS UNIVERSITY	513,000.00	513,000.00	512,704.77	588,067.80	6,433.88
Available	478366AE7-1-573	01-Mar-15	478366AE7	JOHNSON CONTROLS INC.	5,000,000.00	5,000,000.00	5,070,418.55	5,418,780.00	27,805.56
Available	482439AA4-4-573	01-Aug-18	482439AA4	KCT INTERMODAL TRANSPORTATION	29.74	29.74	29.74	33.95	0.32
Available	482439AA4-3-573	01-Aug-18	482439AA4	KCT INTERMODAL TRANSPORTATION	1,621,836.90	1,621,836.90	1,621,836.90	1,851,216.54	17,367.35
Available	500472AC9-1-573	11-Mar-38	500472AC9	KONINKLIJKE PHILIPS NV	2,500,000.00	2,500,000.00	2,460,945.71	3,039,232.50	7,638.89
Available	501044CK5-1-573	15-Apr-38	501044CK5	KROGER CO (THE)	2,500,000.00	2,500,000.00	2,487,001.17	2,933,700.00	77,625.00
Available	52108H6W9-1-573	15-Sep-30	52108H6W9	LB-UBS COMMERCIAL MORTGAGE TRU	13,000,000.00	13,000,000.00	13,384,522.06	13,737,425.00	28,623.11
Available	52108HK52-2-21	15-Aug-36	52108HK52	LB-UBS COMMERCIAL MORTGAGE TRU	3,000,000.00	3,000,000.00	2,988,567.73	3,000,000.00	6,941.33
Available	534187AR0-1-573	07-Apr-36	534187AR0	LINCOLN NATIONAL CORPORATION	2,000,000.00	2,000,000.00	1,937,259.49	2,272,928.00	58,083.33
Available	549271AE4-1-132	01-Oct-14	549271AE4	LUBRIZOL CORPORATION (THE)	5,145,000.00	5,145,000.00	5,096,012.88	5,400,336.06	138,343.33
Available	559080AC0-1-573	01-May-37	559080AC0	MAGELLAN MIDSTREAM PARTNERS LP	4,900,000.00	4,900,000.00	4,741,193.34	5,604,840.50	127,182.22
Available	565849AB2-4-573	15-Mar-32	565849AB2	MARATHON OIL CORP	1,500,000.00	1,500,000.00	1,641,665.39	1,778,220.00	3,400.00
Available	565849AE6-1-573	01-Oct-37	565849AE6	MARATHON OIL CORP	5,000,000.00	5,000,000.00	5,121,165.09	5,944,445.00	161,333.33
Available	571903AJ2-1-148	01-Mar-19	571903AJ2	MARRIOTT INTERNATIONAL INC	15,000,000.00	15,000,000.00	15,174,878.79	15,178,785.00	32,500.00
Available	59156RAJ7-1-573	15-Jun-34	59156RAJ7	METLIFE INC	3,000,000.00	3,000,000.00	3,249,028.92	3,610,233.00	54,187.50
Available	59259YBZ1-1-573	15-Nov-39	59259YBZ1	METROPOLITAN TRANS AUTH N Y	2,000,000.00	2,000,000.00	2,000,000.00	2,341,360.00	48,752.00
Available	59562VAM9-1-573	01-Apr-36	59562VAM9	MIDAMERICAN ENERGY HOLDINGS CO	3,000,000.00	3,000,000.00	2,998,872.59	3,381,993.00	89,833.33
Available	60871RAD2-1-588	01-May-42	60871RAD2	MOLSON COORS BREWING CO	13,000,000.00	13,000,000.00	14,773,116.24	12,725,063.00	263,611.11
Available	61746BCY0-1-573	09-Aug-26	61746BCY0	MORGAN STANLEY	2,000,000.00	2,000,000.00	1,996,835.52	2,232,308.00	16,666.67
Available	61750WAZ6-3-21	15-Dec-43	61750WAZ6	MORGAN STANLEY CAPITAL I MSC_0	4,000,000.00	4,000,000.00	3,919,630.45	3,531,328.00	15,597.11
Available	61756UAF8-2-573	12-Dec-49	61756UAF8	MORGAN STANLEY CAPITAL I MSC_0	1,000,000.00	1,000,000.00	1,178,213.73	1,137,297.00	4,548.69
Available	61762DAW1-1-573	15-May-46	61762DAW1	MORGAN STANLEY BAML TRUST MSBA	2,000,000.00	2,000,000.00	2,057,748.30	1,904,452.00	4,480.67
Available	620076AP4-1-573	15-Nov-28	620076AP4	MOTOROLA SOLUTIONS INC	142,000.00	142,000.00	144,148.66	146,940.32	3,384.33
Available	637432CT0-1-573	01-Mar-32	637432CT0	NATIONAL RURAL UTILITIES COOP	3,334,000.00	3,334,000.00	4,190,869.46	4,557,397.96	19,263.11
Available	641423BP2-1-573	01-Apr-36	641423BP2	NEVADA POWER COMPANY	3,000,000.00	3,000,000.00	3,115,813.06	3,719,556.00	97,533.33
Available	649840CM5-3-588	01-May-23	649840CM5	NEW YORK STATE ELECTRIC & GAS	1,720,000.00	1,720,000.00	1,718,386.40	1,865,923.08	40,109.44
Available	649840CM5-1-573	01-May-23	649840CM5	NEW YORK STATE ELECTRIC & GAS	5,000,000.00	5,000,000.00	4,995,309.30	5,424,195.00	116,597.22
Available	652482BJ8-1-573	15-Dec-34	652482BJ8	NEWS AMERICA INC	2,000,000.00	2,000,000.00	1,963,456.91	2,170,702.00	35,133.33
Available	652482BY5-1-573	15-Aug-39	652482BY5	NEWS AMERICA INC	1,000,000.00	1,000,000.00	997,981.99	1,165,518.00	8,050.00
Available	655844AF5-1-573	01-May-37	655844AF5	NORFOLK SOUTHERN CORPORATION	3,000,000.00	3,000,000.00	3,178,680.73	3,767,346.00	85,775.00
Available	655844BM9-1-588	01-Oct-42	655844BM9	NORFOLK SOUTHERN CORPORATION	1,000,000.00	1,000,000.00	999,994.48	856,259.00	19,311.11
Available	666807AW2-1-573	15-Feb-31	666807AW2	NORTHROP GRUMMAN SYSTEMS CORPO	2,000,000.00	2,000,000.00	2,373,910.69	2,586,208.00	18,083.33
Available	66765RBR6-4-573	25-Feb-33	66765RBR6	NORTHWEST NATURAL GAS COMPANY	5,000,000.00	5,000,000.00	5,000,000.00	5,392,490.00	91,188.89
Available	66765RBR6-3-573	25-Feb-33	66765RBR6	NORTHWEST NATURAL GAS COMPANY	2,000,000.00	2,000,000.00	2,000,000.00	2,156,996.00	36,475.56
Available	677632PA3-1-588	01-Jun-11	677632PA3	OHIO STATE UNIVERSITY ORANGE & ROCKLAND UTILITIES IN	2,000,000.00	2,000,000.00	2,000,000.00	2,325,610.00	41,888.89
Available	684065AT2-1-573	01-Dec-27	684065AT2	DUKE ENERGY INDIANA INC	1,500,000.00	1,500,000.00	1,466,768.43	1,613,550.00	41,310.00
Available	693627AY7-2-573	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	1,500,000.00	1,500,000.00	1,463,109.83	1,613,550.00	41,310.00
Available	693627AY7-1-573	15-Oct-35	693627AY7	DUKE ENERGY INDIANA INC	1,500,000.00	1,500,000.00	1,463,109.83	1,613,550.00	41,310.00
Available	69512EGK5-1-573	15-Jan-26	69512EGK5	PACIFICORP	5,100,000.00	5,100,000.00	4,734,468.75	6,105,087.60	68,442.00
Available	717081CY7-1-573	15-Mar-39	717081CY7	PFIZER INC	2,500,000.00	2,500,000.00	2,867,383.28	3,407,472.50	6,000.00
Available	71713UAW2-6-573	01-Dec-28	71713UAW2	PHARMACIA CORPORATION	3,000,000.00	3,000,000.00	3,450,529.99	3,765,591.00	63,800.00
Available	71713UAW2-5-573	01-Dec-28	71713UAW2	PHARMACIA CORPORATION	1,500,000.00	1,500,000.00	1,601,838.98	1,882,795.50	31,900.00
Available	71713UAW2-4-573	01-Dec-28	71713UAW2	PHARMACIA CORPORATION	590,000.00	590,000.00	627,185.80	740,566.23	12,547.33
Available	718172AC3-2-573	16-May-38	718172AC3	PHILIP MORRIS INTERNATIONAL IN	2,000,000.00	2,000,000.00	1,949,171.11	2,383,100.00	46,395.83
Available	72018QAG6-4-573	14-Sep-29	72018QAG6	PIEDMONT NATURAL GAS COMPANY I	1,000,000.00	1,000,000.00	995,392.68	1,325,311.00	18,991.67
Available	72018QAG6-3-573	14-Sep-29	72018QAG6	PIEDMONT NATURAL GAS COMPANY I	2,000,000.00	2,000,000.00	2,000,000.00	2,650,622.00	37,983.33
Available	73358WCW2-1-573	01-Nov-40	73358WCW2	PORT AUTHORITY OF NEW YORK & N	4,500,000.00	4,500,000.00	4,500,000.00	4,865,535.00	103,057.75
Available	73755LAD9-1-573	01-Dec-36	73755LAD9	POTASH CORPORATION OF SASKATCH	2,000,000.00	2,000,000.00	1,860,620.95	2,174,244.00	37,861.11
Available	743263AE5-2-148	01-Mar-31	743263AE5	PROGRESS ENERGY INC	10,000,000.00	10,000,000.00	11,417,536.43	12,827,840.00	55,972.22
Available	74432QAQ8-1-573	14-Dec-36	74432QAQ8	PRUDENTIAL FINANCIAL INC	4,000,000.00	4,000,000.00	3,872,643.50	4,305,908.00	65,233.33
Available	74913GAT2-1-573	01-Jun-17	74913GAT2	QWEST CORP	9,000,000.00	9,000,000.00	9,969,526.30	10,135,206.00	188,500.00

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	75511AP6-1-573	01-Nov-28	75511AP6	RAYTHEON COMPANY	3,000,000.00	3,000,000.00	3,135,577.71	3,723,636.00	85,166.67
Available	775109AL5-1-573	15-Aug-38	775109AL5	ROGERS COMMUNICATIONS INC	1,000,000.00	1,000,000.00	996,571.26	1,265,738.00	8,750.00
Available	780641AH9-1-573	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	3,000,000.00	3,000,000.00	3,661,203.74	3,838,791.00	122,833.33
Available	78572MAD7-2-70	01-Jul-16	78572MAD7	SABMILLER PLC	1,500,000.00	1,500,000.00	1,498,681.82	1,706,652.00	23,291.67
Available	796253T93-3-148	01-Feb-39	796253T93	SAN ANTONIO TEX ELECTRIC & GAS	7,295,000.00	7,295,000.00	8,043,142.06	8,516,037.10	67,916.45
Available	822582AD4-7-588	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	10,269,000.00	10,269,000.00	11,596,823.19	12,825,344.32	185,483.81
Available	822582AD4-1-573	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	2,000,000.00	2,000,000.00	1,989,817.85	2,497,876.00	36,125.00
Available	826200AD9-5-70	17-Aug-26	826200AD9	SIEMENS FINANCIERINGSMAATSCHAP AMERICAN STATES WATER COMPANY	2,500,000.00	2,500,000.00	2,495,831.89	2,956,675.00	17,013.89
Available	84250QAT0-1-573	25-Jan-29	84250QAT0	COMPANY	3,000,000.00	3,000,000.00	2,726,577.43	3,498,441.00	63,703.33
Available	84755TAC1-1-573	15-Sep-38	84755TAC1	SPECTRA ENERGY CAPITAL LLC	1,000,000.00	1,000,000.00	998,272.99	1,192,526.00	2,500.00
Available	857473AE2-1-573	15-Jun-26	857473AE2	STATE STREET CORPORATION	1,000,000.00	1,000,000.00	1,056,738.84	1,294,651.00	20,825.00
Available	87425EAJ2-1-573	01-Feb-37	87425EAJ2	TALISMAN ENERGY INC.	3,000,000.00	3,000,000.00	2,984,230.15	2,935,590.00	27,300.00
Available	87425EAL7-1-588	01-Jun-19	87425EAL7	TALISMAN ENERGY INC.	700,000.00	700,000.00	698,016.93	850,821.30	17,480.56
Available	87612EAF3-1-573	15-Jul-31	87612EAF3	TARGET CORPORATION	4,500,000.00	4,500,000.00	5,076,779.87	5,599,588.50	63,000.00
Available	878742AE5-4-573	01-Oct-35	878742AE5	TECK RESOURCES LTD	1,250,000.00	1,250,000.00	1,236,736.40	1,206,620.00	37,430.56
Available	88031QAA8-5-70	30-Mar-24	88031QAA8	TENASKA VIRGINIA PARTNERS LP	999,998.83	735,694.13	735,694.13	777,304.99	10,879.14
Available	88031QAA8-4-70	30-Mar-24	88031QAA8	TENASKA VIRGINIA PARTNERS LP	500,000.41	367,847.80	369,037.93	388,653.27	5,439.58
Available	88163VAD1-1-573	01-Feb-36	88163VAD1	LL	3,000,000.00	3,000,000.00	2,954,967.50	3,464,412.00	28,700.00
Available	882722KF7-2-132	01-Apr-39	882722KF7	TEXAS ST	10,000,000.00	10,000,000.00	10,598,304.45	11,257,800.00	269,720.00
Available	88579EAC9-5-588	15-Mar-37	88579EAC9	3M CO	10,500,000.00	10,500,000.00	11,624,528.69	12,226,893.00	19,950.00
Available	88579EAC9-1-573	15-Mar-37	88579EAC9	3M CO	4,000,000.00	4,000,000.00	3,854,221.03	4,657,864.00	7,600.00
Available	887315AY5-1-573	15-Jun-18	887315AY5	HISTORIC TW INC	8,500,000.00	8,500,000.00	8,480,574.39	10,211,466.50	165,572.92
Available	89346DAE7-2-573	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	500,000.00	500,000.00	495,059.91	483,360.50	1,083.33
Available	89346DAE7-1-573	15-Mar-40	89346DAE7	TRANSALTA CORPORATION	1,500,000.00	1,500,000.00	1,480,554.11	1,450,081.50	3,250.00
Available	893521AB0-4-588	30-Nov-39	893521AB0	TRANSATLANTIC HOLDINGS INC	16,380,000.00	16,380,000.00	17,143,387.75	20,290,823.28	425,880.00
Available	90349GBF1-1-573	10-Apr-46	90349GBF1	UBS BARCLAYS COMMERCIAL MORTGA	2,000,000.00	2,000,000.00	2,094,225.68	1,927,010.00	4,686.21
Available	904764AH0-4-573	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	2,000,000.00	2,000,000.00	1,928,808.08	2,467,282.00	43,266.67
Available	904764AH0-3-573	15-Nov-32	904764AH0	UNILEVER CAPITAL CORP	3,000,000.00	3,000,000.00	3,111,787.46	3,700,923.00	64,900.00
Available	906548CD2-3-573	01-Feb-20	906548CD2	UNION ELECTRIC CO	3,000,000.00	3,000,000.00	2,980,179.67	3,228,330.00	23,333.33
Available	907818DG0-1-1619	01-Feb-21	907818DG0	UNION PACIFIC CORPORATION	1,000,000.00	1,000,000.00	996,429.01	1,058,425.00	6,222.22
Available	913026AT7-2-588	15-Jan-25	913026AT7	UNITED TELEPHONE COMPANY OF FL	2,475,000.00	2,475,000.00	2,945,259.09	2,811,399.53	41,456.25
Available	91324PAR3-1-573	15-Mar-36	91324PAR3	UNITEDHEALTH GROUP INCORPORATE	3,000,000.00	3,000,000.00	2,980,920.14	3,316,509.00	5,800.00
Available	914026EV7-3-588	01-Jul-34	914026EV7	UNIVERSITY ALA GEN REV	1,720,000.00	1,720,000.00	1,720,000.00	1,883,159.20	25,392.93
Available	914026EV7-2-588	01-Jul-34	914026EV7	UNIVERSITY ALA GEN REV	280,000.00	280,000.00	280,000.00	306,560.80	4,133.73
Available	914026EV7-1-588	01-Jul-34	914026EV7	UNIVERSITY ALA GEN REV	1,000,000.00	1,000,000.00	1,000,000.00	1,094,860.00	14,763.33
Available	914440KJ0-1-588	01-May-29	914440KJ0	UNIVERSITY OF MASSACHUSETTS BL	280,000.00	280,000.00	280,000.00	314,398.00	7,293.67
Available	925524AV2-4-573	15-May-33	925524AV2	CBS CORP	1,000,000.00	1,000,000.00	968,102.65	970,548.00	20,166.67
Available	925524AV2-3-573	15-May-33	925524AV2	CBS CORP	3,000,000.00	3,000,000.00	2,863,335.11	2,911,644.00	60,500.00
Available	92929QAQ0-1-573	01-Aug-26	92929QAQ0	WASTE MANAGEMENT INC	3,000,000.00	3,000,000.00	3,279,591.15	3,683,589.00	33,133.33
Available	92976GAJ0-1-573	15-Jan-38	92976GAJ0	WACHOVIA BANK NA	2,000,000.00	2,000,000.00	1,906,013.41	2,446,388.00	26,400.00
Available	92976VAF5-1-573	15-May-43	92976VAF5	WACHOVIA BANK COMMERCIAL MORTG	4,000,000.00	4,000,000.00	4,227,131.43	4,402,904.00	17,087.89
Available	947075AE7-1-573	15-Mar-38	947075AE7	WEATHERFORD INTERNATIONAL LTD	2,500,000.00	2,500,000.00	2,491,785.60	2,660,975.00	5,833.33
Available	949746JM4-1-573	07-Feb-35	949746JM4	WELLS FARGO & COMPANY	3,000,000.00	3,000,000.00	2,759,411.12	3,253,149.00	22,395.83
Available	94988HAE1-1-573	15-Oct-45	94988HAE1	WELLS FARGO COMMERCIAL MORTGAG	1,500,000.00	1,500,000.00	1,579,816.47	1,461,223.50	3,833.92
Available	969457BM1-1-573	15-Mar-32	969457BM1	WILLIAMS COS INC	1,237,000.00	1,237,000.00	1,436,870.38	1,507,494.79	3,607.92
Available	98417EAC4-2-588	15-Nov-37	98417EAC4	XSTRATA FINANCE (CANADA) LTD	1,720,000.00	1,720,000.00	1,714,787.04	1,745,863.64	43,516.00
Available	98417EAC4-1-588	15-Nov-37	98417EAC4	XSTRATA FINANCE (CANADA) LTD	280,000.00	280,000.00	279,151.38	284,210.36	7,084.00
Available	98978VAC7-1-573	01-Feb-43	98978VAC7	ZOETIS INC	1,000,000.00	1,000,000.00	1,003,085.93	931,972.00	7,311.11
Available	19001-1		19001	PRESTON PLACE APARTMENTS		22,583,638.70	22,675,183.29	21,465,748.58	
Available	19025-1		19025	THE ENCLAVE APARTMENTS		4,024,826.15	4,041,744.35	4,234,117.11	
Available	19172-1		19172	DR PEPPER SNAPPLE GROUP		2,000,000.00	2,004,367.88	2,027,000.00	

<u>Available?</u>	<u>Unique ID</u>	<u>Maturity Date</u>	<u>Sec ID</u>	<u>Description</u>	<u>Original Face</u>	<u>9/26/13 Par Value</u>	<u>9/26/13 Stat. Book Value</u>	<u>9/26/13 Market Value</u>	<u>Accrued Interest</u>
Available	19176-1		19176	SAFELITE GROUP		2,400,000.00	2,405,277.42	2,432,640.00	
Available	25822-1		25822	CVS CORP/ARBOR DRUG - GR LEASE		258,032.83	258,032.83	285,461.72	

Annex A-2

List of Unavailable Assets²

[See attached.]

² This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Unavailable	07388VAE8-4-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				5,021,797.50	
Unavailable	07388VAE8-5-148	12-Jan-45	07388VAE8	BEAR STEARNS COMMERCIAL MORTGA				8,369,662.50	
Unavailable	20047EAJ1-3-148	10-Dec-46	20047EAJ1	COMMERCIAL MORTGAGE PASS-THROU				14,132,655.00	
Unavailable	20047EAJ1-1-148	10-Dec-46	20047EAJ1	COMMERCIAL MORTGAGE PASS-THROU				9,421,770.00	
Unavailable	46625YA37-2-21	12-Dec-44	46625YA37	JP MORGAN CHASE COMMERCIAL MOR				4,784,420.00	
Unavailable	46625YA37-1-21	12-Dec-44	46625YA37	JP MORGAN CHASE COMMERCIAL MOR				956,884.00	
Unavailable	913903AN0-2-588	30-Jun-16	913903AN0	UNIVERSAL HEALTH SERVICES INC				847,400.00	
Unavailable	39121JAG5-1-588	01-Jul-38	39121JAG5	GREAT RIVER ENERGY				5,823,428.67	
Unavailable	207651AF7-1-573	02-Sep-13	207651AF7	CONNECTICUT NATURAL GAS CORPOR				2,000,000.00	

Annex B

Net Settlements

[See attached.]

Monthly Accounting Report

For the Monthly Accounting Period ending on:

Section 1: Policy cash flows to/(from) Reinsurer (gross)

First Year Premium (net of returns and refunds of premiums)	\$ —
Renewal Premium (net of returns and refunds of premiums, including dividends)	—
Premium on Supplemental Contracts w/ life (after 2 year exclusion period)	—
Premium on Supplemental Contracts w/o life (after 2 year exclusion period)	—
A TOTAL Reinsurance Premiums	—
Full / Partial Surrenders, net of surrender charges	—
Death Claims	—
Benefit Payments - Supplemental Contracts w/ life (after 2 year exclusion period)	—
Benefit Payments - Supplemental Contracts w/o life (after 2 year exclusion period)	—
Dividend Expense	—
Matured Endowments	—
Waiver of Premium	—
B TOTAL Claims	—
Policy Loans Change in Asset	—
Policy Loans Interest Income	—
Policy Loans (Issued)/Principal Repayments	—
Dividend Accumulations Change in Liability	—
Dividend Accumulations Interest Credited	—
Dividend Accumulations (Withdrawals)/Deposits	—
Premium Deposit Funds Change in Liability	—
Premium Deposit Funds Interest Credited	—
Premium Deposit Funds (Withdrawals)/Deposits	—
C TOTAL Policy Loans, Dividend Accumulations and Premium Deposit Funds	—
Premiums paid/received on third-party reinsurance	—
Claims received/paid on third-party reinsurance	—
Commissions / expense allowances received/paid on third-party reinsurance	—
Other Benefits paid/received on third-party reinsurance	—
D Net third-party reinsurance	—

Section 2: Policy cash flows due to/(owed from) Reinsurer

E Net Reinsured Liabilities (A + B + C + D)	—
x Quota Share	100%
F Reinsurer Share of Net Policy Cash Flows	—
G Net Settlement Amounts paid to/(by) Reinsurer during Period	—
	MM/DD/YYYY —
H Policy Cash Flows due to/(owed from) Reinsurer (F - G)	\$ —

Section 3 Policy Expenses owed from Reinsurer

Premiums Received	—
x 1.8%	1.80%
Premium Tax Allowance due (from) Reinsurer:	—
- Premium Tax Allowance Prior Year True-up due to/(from) Reinsurer	—
- Guaranty Fund Assessments due (from) Reinsurer	—
- Other Reinsurance ceding / expense allowances due to/(from) Reinsurer	—
I Monthly Expenses due to/(from) Reinsurer	\$ —

Section 4.1 Commercial Mortgage Loan Servicing

Mortgage Interest Received	—
Mortgage Principal Received	—
Other Cashflows / Fees Received	—
J TOTAL CML Cash Inflow	—
Servicing Fees due (from) Reinsurer	—

Other Fees due (from) Reinsurer	—
K TOTAL CML Fees	—
L Net CML Activity due to/(from) Reinsurer (J + K)	\$—
Section 4.2 Hedge (Costs) / Proceeds	
Assigned Hedge Proceeds	—
Assigned Hedge (Costs)	—
M Net hedge (costs) / proceeds due to/(from) Reinsurer	—
Section 5 Monthly Net Settlement Amount owed to / (from) Reinsurer	
N Policy Cash Flows / Policy Expenses Settlement Amount (H + I)	—
L Net CML Activity	—
M Net hedge (costs) / proceeds	—
O Miscellaneous	
a. Producer Payments and Commissions	—
P Monthly Net Settlement Amount owed to / (from) Reinsurer (N + L + M + O)	\$—

Annex C

Net Retained Liabilities Ceding Commission Adjustment

Until 100% of the Net Retained Liabilities have been reinsured under this Agreement, an adjustment to the Ceding Commission shall be made as part of the Net Settlement each month as provided in this Annex C.

For each liability or obligation in respect of an Indy Life Closed Block Policy that remains a Net Retained Liability during the entire month covered in a Net Settlement, the Ceding Commission shall be increased or decreased. The increase or decrease for each Indy Life Closed Block Policy will vary based on line of business and will be calculated on a *pro rata* basis for each relevant month, in accordance with the table below, to reflect the time elapsed between April 30, 2013 (the Signing Date) and the date as of which the Net Settlement is prepared.

Estimated Cede Per \$500mm Gross Face (1)

Years After the Signing Date:	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
CB	\$ (4.9)	\$ (3.9)	\$ (3.4)	\$ (3.4)	\$ (3.3)	\$ (3.2)	\$ (3.1)	\$ (3.0)	\$ (2.9)	\$ (2.8)	\$ (2.7)
<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>		
\$ (2.5)	\$ (2.4)	\$ (2.4)	\$ (2.3)	\$ (2.2)	\$ (2.1)	\$ (2.0)	\$ (1.9)	\$ (1.8)	\$ (1.7)		

(1) Gross face is as of September 30, 2013 (*e.g.*, if retained business is ceded to the Company 10 years after the Signing Date, the cede adjustment is applied to the face of that business as of September 30, 2013, not September 30, 2023)

For illustrative purposes only, based on the table above, if \$500 million gross insurance in-force of closed block risk is retained by the Company until one year after the Signing Date, the Ceding Commission would increase by \$1 million (the difference in value between the Signing Date and the one year anniversary of the Signing Date for the “whole life” line of business in the table above).

If the calculation of the adjustment based on the table above results in an increase in the Ceding Commission for the relevant month, the amount of such increase shall be reflected as a payable from the Reinsurer to the Company in the applicable Net Settlement. If, instead, such calculation results in a decrease in the Ceding Commission for the relevant month, the amount of such decrease shall be reflected as a payable from the Company to the Reinsurer in the applicable Net Settlement.

Annex D

Life Reference Balance Sheet

[See attached.]

ILICO Closed Block Reference Balance Sheet
Assets and liabilities for ALAC to transfer to PLIC USA
Illustrative, based on 8/31/2013 ALAC balances
Debit (Credit)

	<u>Coinsurance Treaty</u> <u>ILICO CB</u>
Bonds and commercial mortgage loans	715,676,126
Cash	13,167,189
Policy loans	100,280,716
Investment income due and accrued	—
Due premium	910,338
Deferred premium	4,410,249
Reinsurance recoverable	<u>855,451</u>
Total assets	835,300,070
Life reserves - Statutory Reserve	(791,384,870)
Deposit-type contracts	(18,337,578)
Claim liability	(5,411,958)
Dividends apportioned	(4,371,429)
Advance premium	(309,979)
Reinsurance payable	(2,270,000)
Existing interest maintenance reserve	(13,167,189)
Unearned investment income on policy loans	<u>(47,067)</u>
Total liabilities	(835,300,070)
Liabilities transferred in excess of assets transferred	<u>—</u>

ILICO CB

ALAC - Life Reference Balance Sheet (ILICO).xlsx

Distributed 9/24/2013

Annex E

Additional Life Reference Balance Sheet Assets

None.

FUNDS WITHHELD COINSURANCE AGREEMENT

between

AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK

and

FIRST ALLMERICA FINANCIAL LIFE INSURANCE COMPANY

Dated as of October 1, 2013

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FUNDS WITHHELD COINSURANCE AGREEMENT

This Funds Withheld Coinsurance Agreement (this "Agreement"), dated as of October 1, 2013, is made by and between Aviva Life and Annuity Company of New York, an insurance company organized under the laws of the State of New York (the "Company"), and First Allmerica Financial Life Insurance Company, an insurance company organized under the laws of the Commonwealth of Massachusetts (the "Reinsurer"; each of the Company and the Reinsurer, a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Company desires to cede or retrocede to the Reinsurer, on the terms and conditions stated herein, all of its liabilities under certain life insurance policies issued and reinsured by it;

WHEREAS, the Reinsurer desires to reinsure such policies from the Company on the terms and conditions stated herein;

WHEREAS, the Company and the Reinsurer intend that the reinsurance by the Reinsurer shall be on a 100% coinsurance funds withheld basis; and

WHEREAS, subject to a transition services agreement entered into on the date hereof between Aviva USA Corporation and the Reinsurer (the "Transition Services Agreement"), the Company and the Reinsurer intend that the Reinsurer will provide certain administrative services for policies reinsured hereunder, and the Company and the Reinsurer have entered into an Administrative Services Agreement, dated as of the date hereof (the "Administrative Services Agreement"), pursuant to which the Reinsurer shall provide such administrative services on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Company and the Reinsurer hereby agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. Unless the context requires otherwise, for all purposes of this Agreement, the capitalized terms set forth below shall have the following meanings:

"Action" has the meaning ascribed thereto in the Purchase Agreement.

"Actual Initial Coinsurance Premium" has the meaning ascribed thereto in Section 2.3(a)(iv).

"Additional Life Reference Balance Sheet Assets" means the additional assets referenced in the Life Reference Balance Sheet as set forth on Annex E hereto.

“Additional Reserve Requirement” has the meaning ascribed thereto in Section 2.13(a).

“Administrative Services Agreement” has the meaning ascribed thereto in the Recitals.

“Administrator” means the Reinsurer in its capacity as administrator under the Administrative Services Agreement.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

“Agreement” has the meaning ascribed thereto in the Recitals.

“Applicable Law” means any law, statute, regulation, rule, ordinance, order, injunction, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to a party hereto, or any of its respective businesses, properties or assets, as may be amended from time to time.

“Applicable Rate” means, with respect to any date of determination, an interest rate equal to one-month LIBOR for dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as of 11:00 a.m., London time, on such date.

“Assigned EI Hedge Costs Amount” shall mean, with respect to each EI Hedge, an amount equal to the gross actual direct acquisition costs paid by the Company for such EI Hedge. For the avoidance of doubt, the Assigned EI Hedge Costs Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assigned EI Hedge Proceeds Amount” shall mean, with respect to each EI Hedge and for each applicable Monthly Accounting Period, an amount equal to any amounts actually received (or deemed received) by the Company from the relevant Hedge Counterparty during such Monthly Accounting Period in accordance with the provisions of such EI Hedge, including upon an early exercise of an EI Hedge by the Company. For the avoidance of doubt, the Assigned EI Hedge Proceeds Amount shall be determined without regard to any netting of amounts between the Company and the relevant Hedge Counterparty.

“Assumed Reinsurance Agreement” means any reinsurance agreement in effect as of the Effective Time under which the Company assumes liabilities or obligations with respect to any Policy, including the assumed reinsurance agreements listed on Schedule 1.1(i) hereto.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in Boston, Massachusetts, New York, New York or Des Moines, Iowa are required or authorized by Applicable Law to be closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning ascribed thereto in Section 2.9(b).

“Company” has the meaning ascribed thereto in the Recitals.

“Company Indemnified Parties” has the meaning ascribed thereto in Section 11.2.

“Company Termination Payment” has the meaning ascribed thereto in Section 9.5.

“Confidential Information” means (a) with respect to the Company, any information with respect to the Company (other than information relating to the Policies) that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Company (other than proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Policies) and information or knowledge about the Company’s processes, services, finances and pricing and reserving methodology and (b) with respect to the Reinsurer, any information with respect to the Policies or the Reinsurer that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Policies and information or knowledge about the Reinsurer’s processes, services, finances and pricing and reserving methodology.

“Consultation Period” has the meaning ascribed thereto in Section 10.1(b).

“CPA Firm” has the meaning ascribed thereto in Section 10.1(b).

“Effective Date” means October 1, 2013.

“Effective Time” means 12:00:01 a.m. Eastern time on the Effective Date.

“EI Hedge” and “EI Hedges” have the meanings ascribed thereto in Section 2.10(a).

“Equity Indexed Reinsured Policies” means all indexed universal life insurance Policies included in the Reinsured Policies.

“Estimated Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(ii).

“Excess FWA Draw Amount” has the meaning ascribed thereto in Section 4.3(d).

“Excess FWA Draw Interest Amount” has the meaning ascribed thereto in Section 4.3(d).

“Excluded Reinsured Liability” means a Loss that a Buyer Indemnified Person under the Purchase Agreement suffers that, if such Loss were suffered by a “Buyer Indemnified Person” under the SPA, would be indemnified by Aviva plc under the SPA.

“Existing Interest Maintenance Reserve” means the amounts set forth on Schedule 2.11 as revised as of the Effective Date.

“Extra Contractual Obligations” means all obligations or Losses (whether known or unknown, contingent or otherwise) incurred or arising at any time under or relating to any Policy that are not provided by the contractual benefits arising under the express terms and conditions of such Policy or are in excess of the applicable Policy benefits, including any liability for taxes, toll charges, fines, penalties, forfeitures, excess or penalty interest, punitive, special, exemplary or other form of extra-contractual damages or attorneys’ fees and costs awarded, which obligations or Losses arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, including obligations or Losses arising out of or relating to: (a) the form, marketing, distribution, sale, underwriting, issuance, cancellation or administration of the Policies; (b) the investigation, defense, trial, settlement or handling of claims, benefits or payments under the Policies; (c) the failure to pay, the delay in payment of, or errors in calculating or administering the payment of, benefits, claims or any other amounts due or alleged to be due under or in connection with the Policies; (d) Premium Taxes other than those settled under Section 2.5 in connection with premiums received under the Policies; (e) the failure of any Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with tax treatment under the Code that is the same as or more favorable than the tax treatment under the Code (i) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the Policy by the Company or any of its predecessors or (ii) for which policies or contracts of that type were reasonably expected to qualify under the Code; (f) the treatment of any Policy as a “modified endowment contract” within the meaning of Section 7702A of the Code, except where the holder of the Policy shall have consented to its status as a “modified endowment contract” under Section 7702A; (g) the failure of the Company to comply with any applicable tax information reporting, withholding or disclosure requirements with respect to distributions or payments made pursuant to the Policies; (h) any taxes applicable to the Reinsurance Assets (but excluding the Company’s share of any taxes under Section 14.3); and (i) the failure to pay, the delay in payment, or errors in calculating or administering the payment of, unclaimed property, escheat or other similar liabilities related to the Policies; provided that “Extra Contractual Obligations” will not under any circumstances include (x) any such liabilities, obligations or Losses incurred or arising solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer in writing or (y) U.S. federal or state income or capital stock or similar taxes (or any interest or penalties imposed with respect to the payment or reporting thereof) imposed upon the Company or any of its Affiliates.

“Fair Market Value” means, with respect to any asset, the fair market value thereof calculated in accordance with the accounting and actuarial practices of the Company, consistently applied.

“Funds Withheld Account” has the meaning ascribed thereto in Section 4.3(a).

“Funds Withheld Account Adjustment” has the meaning ascribed thereto in Section 6.2(d).

“Funds Withheld Account Amount” means, as of any date of determination, an amount equal to (i) (A) the Reinsurer’s Share of the Statutory Reserves *plus* (B) the Reinsurer’s Share of the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, in each case, as of such date of determination and determined in accordance with SAP, consistently applied.

“Funds Withheld Account Balance” means, as of a given date, the value of the Reinsurance Assets as reflected in the statutory books and records of the Company as of such date, determined in accordance with SAP, *plus* (b) the amount of any Excess FWA Draw Amount outstanding as of such date, *plus* (c) the amount of any Excess FWA Draw Interest Amount accrued but unpaid as of such date.

“Governmental Entity” means any foreign, federal, state, local or other governmental, legislative, judicial, administrative or regulatory authority, agency, commission, board, body, court or entity or any instrumentality thereof or any self-regulatory body or arbitral body or arbitrator.

“Governmental Order” means any order, writ, judgment, injunction, declaration, decree, stipulation, determination, award, agreement or permitted practice entered by or with any Governmental Entity.

“Hedge Counterparty” means, with respect to each EI Hedge, the counterparty of the Company with respect to such EI Hedge.

“Initial Cash Flow Testing Reserves” shall mean additional actuarial reserves posted by the Company in connection with the Reinsured Policies as a result of the Company’s most recent triennial exam, which the parties agree shall equal zero dollars (\$0).

“Initial Coinsurance Premium” has the meaning ascribed thereto in Section 2.3(a)(i).

“Initial Coinsurance Premium Adjustment” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Initial Coinsurance Premium Reconciliation Statement” has the meaning ascribed thereto in Section 2.3(a)(iv).

“Investment Income” means, with respect to any Monthly Accounting Period, (a) the book value investment earnings of the Reinsurance Assets calculated in accordance with SAP plus (in the case of gains) or minus (in the case of losses) all realized (including other than temporary impairments) gains and losses associated with the Reinsurance Assets reflected in the Company’s statutory financial statements prepared in accordance with SAP.

“Life Reference Balance Sheet” means the balance sheet for the Life Business (as defined in the Purchase Agreement) attached as Annex D hereto.

“Losses” means any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, fees, assessments, interest, penalties and reasonable costs and expenses (including reasonable attorneys’ fees and expenses).

“Monthly Accounting Period” means, with respect to any calendar month, the period beginning on the first day of such calendar month and ending on the last day of such calendar month.

“Net Retained Liabilities” means, with respect to any time of determination, all liabilities or obligations in respect of any Policy that, under the terms of any Other Reinsurance Agreement covering such Policy, (a) the Company is required to retain unreinsured and for its own account or (b) in the opinion of the Company and the Reinsurer, requires consent from any party to such Other Reinsurance Agreement in order to effect reinsurance under this Agreement, and as to which a waiver of such requirement or other consent has not been obtained prior to such time of determination.

“Net Retained Liabilities Adjustment Period” has the meaning ascribed thereto in Section 2.4(b)(iii).

“Net Retained Liability Reserve Transfer Amount” means, with respect to any Net Retained Liability for which subsequent to the Effective Date a waiver or consent is obtained to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, the sum of (a) the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to such Net Retained Liability as of the Effective Date, less (b) the Reinsurer’s Share of (x) policy loan balances on such Net Retained Liability as of the Effective Date, and (y) net due and deferred Premiums on such Net Retained Liability as of the Effective Date, reduced by credit for reinsurance taken by the Company in respect of such Net Retained Liability for Other Reinsurance as of the Effective Date.

“Net Settlement” has the meaning ascribed thereto in Section 6.2(a).

“Non-Guaranteed Elements” has the meaning ascribed thereto in Section 2.7(b).

“Notice of Agreement” has the meaning ascribed thereto in Section 10.1(a).

“Other Reinsurance” means reinsurance ceded with respect to Reinsured Policies under the terms of the ceded reinsurance agreements that the Company has entered into with third parties prior to the Effective Time covering the Reinsured Policies, including the ceded reinsurance agreements listed on Schedule 1.1(ii), and any ceded reinsurance agreement entered into by the Company with the Reinsurer’s prior written consent pursuant to Section 2.6, as all such reinsurance ceded may be in force from time to time.

“Other Reinsurance Agreements” means the reinsurance treaties and agreements documenting the Other Reinsurance (including all amendments and modifications thereto entered into prior to the Effective Date or pursuant to Section 3.2).

“Other Reinsurance Benefits” means, for any period, the aggregate amount of benefits, fees, allowances and other amounts actually received by the Company for reinsurance ceded pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Reinsurance Premiums” means, for any period, the aggregate amount of premiums paid by the Company pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

“Other Transaction Agreements” means, collectively, all of the Transaction Documents other than this Agreement.

“Party” has the meaning ascribed thereto in the Recitals.

“Parties” has the meaning ascribed thereto in the Recitals.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity.

“Policies” means, collectively, the Term Policies and the UL Policies.

“Policy List” means the list of policies set forth on Annex F, together with any written update to such file provided by the Company to the Reinsurer and, with respect to policies included on any such written update, which were issued or assumed by the Company prior to January 1, 2013 only if such policies are approved in writing by the Reinsurer at least three Business Days prior to the Effective Date.

“Portfolio Yield” means a rate equal to the Yield-to-Maturity of the Barclays Long U.S. Corporate Index as of the last day of the immediately preceding Monthly Accounting Period; provided, however, if the Barclays Long U.S. Corporate Index ceases to be available, the Parties shall endeavor in good faith to agree on a mutually acceptable replacement index and, upon the mutual agreement of the Parties on a replacement index, the “Barclays Long U.S. Corporate Index” shall, for purposes of this definition, be replaced with such replacement index; provided, further, that if the Barclays Long U.S. Corporate Index ceases to be available and the Parties are unable to agree on a mutually acceptable replacement index in respect of any Monthly Accounting Period, then the “Portfolio Yield” for such Monthly Accounting Period shall be equal to 5.00% per annum.

“Premiums” means premiums and considerations due or to become due, premiums deferred and uncollected, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, which are or were held, received or collected by the Company, or which are now due or will become due from any source under or in connection with the Reinsured Policies, but not including Other Reinsurance Premiums.

“Premium Taxes” has the meaning ascribed thereto in Section 2.5(b).

“Purchase Agreement” means that certain Purchase and Sale Agreement, dated as of April 30, 2013, between Athene Holding Ltd. and Commonwealth Annuity and Life Insurance Company.

“RBC Ratio” means the ratio, as of the date of determination, of the Reinsurer’s “total adjusted capital” over its “company action level risk-based capital”, as such terms are defined

and prescribed by requirements promulgated by the National Association of Insurance Commissioners and regulations adopted by the insurance regulatory authorities in the Reinsurer's state of domicile, which are in effect as of such date, calculated as of the end of each calendar quarter, and using reserving methodologies and asset classifications that are in accordance with generally accepted statutory accounting principles and practices required or permitted by the National Association of Insurance Commissioners and the insurance regulatory authority in the Reinsurer's state of domicile, consistently applied throughout the specified period and in the immediately prior comparable period; provided, that in the event there is a material change in the factors and formulae prescribed by the insurance regulatory authority in the Reinsurer's state of domicile with respect to the components of and methodologies contained in such calculation, the Parties shall amend this Agreement to incorporate an alternate calculation that is reasonably equivalent to the components of and methodologies contained in the calculation of the Reinsurer's RBC Ratio in effect as of the Effective Date within thirty (30) calendar days after the implementation of such change, and if the Parties cannot agree on any such alternative, the Reinsurer shall continue to calculate its RBC Ratio as if such material change had not occurred.

"Reinsurance Assets" has the meaning ascribed thereto in Section 4.3(a).

"Reinsured Liabilities" means all gross liabilities and obligations, net of Other Reinsurance Benefits, to the extent such liabilities and obligations arise out of or relate to the Reinsured Policies, including payments of any such liabilities or obligations to any Governmental Entity, whether for tax withholding, escheat, unclaimed property or otherwise, and Extra Contractual Obligations, but excluding (i) any liabilities or obligations arising out of or relating to the Reinsured Policies that have been incurred but not reported prior to the Effective Time, (ii) Net Retained Liabilities and (iii) those liabilities that are indemnified by Athene Holding Ltd. under Section 7.2(a)(ii) of the Purchase Agreement.

"Reinsured Policies" has the meaning ascribed thereto in Section 2.1.

"Reinsurer" has the meaning ascribed thereto in the Recitals.

"Reinsurer Indemnified Parties" has the meaning ascribed thereto in Section 11.1.

"Reinsurer's Objection" has the meaning ascribed thereto in Section 10.1(a).

"Reinsurer's Share" has the meaning ascribed thereto in Section 2.2.

"Reinsurer Termination Event" means any failure by the Company (or any successor by operation of law of the Company, including any receiver, liquidator, rehabilitator, conservator or similar Person of the Company) to pay any material amount of Premiums or other amounts due to the Reinsurer under this Agreement payable by the Company if such failure has not been cured within ninety (90) calendar days after receipt of written notice thereof from the Reinsurer.

"Reinsurer Termination Payment" has the meaning ascribed thereto in Section 9.5.

"Representatives" has the meaning ascribed thereto in Section 12.1.

“Review Period” has the meaning ascribed thereto in Section 10.1(a).

“SAP” means the statutory accounting principles and practices prescribed by the insurance regulatory authorities in the Company’s state of domicile.

“SPA” means the Stock Purchase Agreement (as amended, modified or supplemented in accordance with its terms), dated as of December 21, 2012, between Aviva plc and Athene Holding Ltd.

“SPA Adjusted Coinsurance Premium” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“SPA Coinsurance Premium Reconciliation Statement” shall have the meaning ascribed thereto in Section 2.3(a)(v).

“Statutory Book Value” means the carrying value of the subject asset or liability on the books of the Reinsurer for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer’s state of domicile, consistently applied.

“Statutory Reserves” means, as of any date of determination, the gross statutory reserves (including deficiency reserves and interest maintenance reserves) and any additional policy-related liabilities, including additional actuarial reserves (as used in connection with SAP) that are required to be held by the Company with respect to the Reinsured Policies as of such date of determination, in each case, as determined in accordance with SAP, consistently applied, and reduced by credit for reinsurance taken by the Company in respect of the Reinsured Policies for Other Reinsurance as of such date of determination. The parties agree that the additional actuarial reserves for purposes of calculating the “Initial Coinsurance Premium” shall be the Initial Cash Flow Testing Reserves. For the avoidance of doubt, Statutory Reserves shall not include any reserves relating to liabilities or obligations arising out of or relating to the Reinsured Policies that have been incurred but not reported prior to the Effective Time.

“Taxes” has the meaning ascribed thereto in the Purchase Agreement.

“Tax Returns” has the meaning ascribed thereto in the Purchase Agreement.

“Term Policies” means all single life 10-, 20- and 30-year level premium term life policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith that are subject to the model regulation entitled “Valuation of Life Insurance Policies Model Regulation,” commonly referred to as Regulation XXX, which were: (i) issued by the Ceding Company during the period January 1, 2010 through December 31, 2012, both days inclusive, and listed on the Policy List, (ii) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time or (iii) reinstated by the Company in accordance with Section 5.4 hereof.

“Terminal Accounting and Settlement Report” has the meaning ascribed thereto in Section 9.5.

“Transaction Documents” has the meaning ascribed thereto in the Purchase Agreement.

“Transition Services Agreement” has the meaning ascribed thereto in the Recitals.

“UCC” means the Uniform Commercial Code, as said code has been enacted in the State of New York or any other applicable jurisdiction.

“UL Policies” means all single and joint-life universal life with no-lapse guarantee policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith that are subject to the model regulation entitled “Valuation of Life Insurance Policies Model Regulation,” as clarified by Actuarial Guideline 38, commonly referred to as Regulation AXXX which were (i) issued by the Ceding Company during the period January 1, 2010 through December 31, 2012, both days inclusive and, in the case of each of (a) and (b), listed on the Policy List, (ii) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time or (iii) reinstated by the Company in accordance with Section 5.4 hereof.

“Unresolved Items” has the meaning ascribed thereto in Section 10.1(b).

Section 1.2 Construction.

(a) For purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated.

(b) Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

(c) For purposes of this Agreement, the term “including” means “including but not limited to.”

(d) Whenever used in this Agreement, the masculine gender shall include the feminine and neutral genders.

(e) All references herein to Articles, Sections, Subsections, Paragraphs, Exhibits, Annexes and Schedules shall be deemed references to Articles, Sections, Subsections and Paragraphs of, and Exhibits, Annexes and Schedules to, this Agreement, unless the context shall otherwise require.

(f) Any reference herein to any statute, agreement or document, or any section thereof, shall, unless otherwise expressly provided, be a reference to such statute, agreement, document or section as amended, modified, restated, supplemented or otherwise changed (including any successor section) and in effect from time to time.

(g) All terms defined in this Agreement shall have the defined meaning when used in any Schedule, Annex, Exhibit, certificate or other documents attached hereto or made or delivered pursuant hereto unless otherwise defined therein.

ARTICLE II
COINSURANCE

Section 2.1 Scope and Basis of Reinsurance. The reinsurance provided under this Agreement applies to all Policies (collectively, the “Reinsured Policies”).

Section 2.2 Reinsuring Clause. Subject to the terms and conditions of this Agreement, the Company hereby cedes and the Reinsurer hereby reinsures on a coinsurance funds withheld basis as of the Effective Time, 100% (the “Reinsurer’s Share”) of all Reinsured Liabilities.

Section 2.3 Allocation of Assets and Ceding Commission.

(a) Coinsurance Premium.

(i) On the Effective Date, the Company will allocate to the Funds Withheld Account an initial coinsurance premium that relates to the Reinsured Policies consisting of assets that are listed and that have the Statutory Book Values set forth on Annex A (the “Initial Reinsurance Assets”) and cash, equal to the Reinsurer’s Share of the following amount: (A) the Statutory Reserves held by the Company with respect to the Reinsured Policies, *plus* (B) the Existing Interest Maintenance Reserve attributable to the Reinsured Liabilities, *minus* (C) the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (D) the net due and deferred Premiums on the Reinsured Policies, *minus* (E) the aggregate Statutory Book Value of the EI Hedges as of the Effective Date, *plus* (F) the other liabilities set forth on the Life Reference Balance Sheet, *minus* (G) the Additional Life Reference Balance Sheet Assets, in the case of each of clauses (A) through (C), determined in accordance with SAP, consistently applied, as of the Effective Time (such amount, the “Initial Coinsurance Premium”). For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, for purposes of calculating the Initial Coinsurance Premium, the term “Reinsured Policies” shall not include the portion of the policies from which Net Retained Liabilities, if any, arise.

(ii) The amount of the Initial Coinsurance Premium paid on the Effective Date shall be determined on an estimated basis (the “Estimated Initial Coinsurance Premium”) as follows: (x) with respect to each of the items set forth in clauses (A), (B), (C), (F) and (G) of the definition of “Initial Coinsurance Premium” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be equal to the respective amounts set forth on the Life Reference Balance Sheet; and (y) with respect to the items set forth in clauses (D) and (E) of the definition of the “Initial Coinsurance Premium,” the portion of the Estimated Initial Coinsurance Premium attributable to such items shall be determined by the Company in good faith and in a

manner consistent with the principles governing the preparation of the Life Reference Balance Sheet on an estimated basis as of the date that is three (3) Business Days prior to the Effective Date.

(iii) On the Effective Date, the Company shall deliver to the Reinsurer a statement setting forth (A) the amount of the Estimated Initial Coinsurance Premium, determined as of the date that is three (3) Business Days prior to the Effective Date, and (B) the final list of Initial Reinsurance Assets, which will be based on Annex A, and will include the Statutory Book Value of the Initial Reinsurance Assets, determined as of the date that is three (3) Business Days prior to the Effective Date.

(iv) No later than fifty (50) Business Days after the Effective Date, the Company shall deliver to the Reinsurer a statement (the "Initial Coinsurance Premium Reconciliation Statement") prepared in good faith by the Company, in the same form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (A) through (G) of the definition of the "Initial Coinsurance Premium" (such amount, the "Actual Initial Coinsurance Premium") and (2) the Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date. The "Initial Coinsurance Premium Adjustment" shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the Actual Initial Coinsurance Premium *minus* the Estimated Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Statutory Book Value of the Initial Reinsurance Assets on the Effective Date *minus* the Statutory Book Value of the Initial Reinsurance Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 2.3(a)(ii). If the Initial Coinsurance Premium Adjustment is positive, then the Company shall increase the Funds Withheld Account Balance by such amount and shall allocate to the Funds Withheld Account additional assets having, in the aggregate, a Statutory Book Value equal to the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Initial Coinsurance Premium Adjustment is negative, then the Company shall be entitled to decrease the Funds Withheld Account Balance by withdrawing Reinsurance Assets having, in the aggregate, a Statutory Book Value equal to the absolute value of the Initial Coinsurance Premium Adjustment within five (5) Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the Initial Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(v) No later than thirty (30) Business Days following any final adjustments to the Purchase Price (as defined in the SPA) in accordance with Annex C of the SPA, the Company shall deliver to the Reinsurer a statement (the "SPA Coinsurance Premium Reconciliation Statement") prepared in good faith by the Company, in the same

form as, and using the same principles that govern, the Life Reference Balance Sheet, setting forth, as of the Effective Date, (1) the calculation of each of the items set forth in clauses (A) through (E) of the definition in the "Initial Coinsurance Premium" (such amount, the "SPA Adjusted Coinsurance Premium") and (2) the Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date. The "SPA Coinsurance Premium Adjustment" shall be equal to the following amount (whether positive or negative): (A) the difference (whether positive or negative) between the SPA Adjusted Coinsurance Premium *minus* the Actual Initial Coinsurance Premium, *minus* (B) the difference (whether positive or negative) between the Statutory Book Value of the Initial Reinsurance Assets determined in connection with the calculation of the SPA Adjusted Coinsurance Premium *minus* the Statutory Book Value of the Initial Reinsurance Assets determined in connection with the calculation of the Actual Initial Coinsurance Premium. If the SPA Coinsurance Premium Adjustment is positive, then the Company shall increase the Funds Withheld Account Balance by such amount and shall allocate to the Funds Withheld Account additional assets having, in the aggregate, a Statutory Book Value equal to the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the SPA Coinsurance Premium Adjustment is negative then the Company shall be entitled to decrease the Funds Withheld Account Balance by withdrawing from the Reinsurance Assets having, in the aggregate, a Statutory Book Value equal to the absolute value of the SPA Coinsurance Premium Adjustment within five (5) Business Days after the SPA Coinsurance Premium Adjustment is finalized pursuant to Section 10.1, together with an amount of interest on the SPA Coinsurance Premium Adjustment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(b) Ceding Commission. Neither the Reinsurer nor the Company shall be required to pay a ceding commission hereunder.

Section 2.4 Net Retained Liabilities.

(a) The Company shall be solely responsible for, and the Reinsurer will cooperate reasonably to obtain all waivers and consents necessary in order to reinsure 100% of the Net Retained Liabilities under this Agreement. The Company and the Reinsurer, at the Company's reasonable instruction, shall each use their reasonable best efforts in the context of current market conditions to obtain any such waivers and consents (it being understood that the Company's and the Reinsurer's executive officers shall, to the extent reasonably appropriate, be personally engaged in that process) and promptly advise the other Party of any communications with respect to any such waivers and consents. All correspondence from the Reinsurer to any Person from whom such a waiver or consent is sought shall be in a form approved by the Company. The Company shall effect any such action with respect to such waivers and consents, including sending correspondence requesting such waivers and consents. To the extent that after the Effective Time, any written waivers or consents are

obtained to reinsure a Net Retained Liability in respect of a Policy under the terms of this Agreement or the Parties otherwise agree in writing that any such waivers or consents shall not be required as a condition to coverage of such Policy hereunder, then the liability and obligation pertaining to such Policy shall no longer be deemed a Net Retained Liability for purposes of this Agreement and the liability and obligation pertaining to such Policy shall be reinsured hereunder effective as of the date of such written consent, waiver or agreement by the Parties, as applicable.

(b) With respect to any such written waiver or consent that is obtained or any such other agreement between the Parties that any such waivers or consents shall not be required as a condition to coverage hereunder, in each case, after the Effective Date:

(i) the Company shall pay the Reinsurer an amount of cash equal to the Net Retained Liability Reserve Transfer Amount with respect to such Net Retained Liability for which waiver or consent was obtained or with respect to which the Parties agreed did not require a consent or waiver as a condition to coverage hereunder;

(ii) the Company shall deliver to the Reinsurer a statement setting forth the Company's good faith calculation of the difference (whether positive or negative) between (x) the aggregate amount of the premiums and considerations, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements, reinsurance recoverables and similar amounts, received or collected by the Company in respect of the portion of the Policies from which the relevant Net Retained Liabilities arise during the period following the Effective Date and prior to the date on which such waiver or consent was obtained or with respect to which the Parties agreed such waiver or consent was not required as a condition to coverage hereunder (the "Net Retained Liabilities Adjustment Period"); and (y) the aggregate amount equal to the obligations, including any and all death claims, cash surrender benefits, policyholder dividends, reinsurance premiums, commissions and similar amounts, arising out of or relating to the portion of the Policies from which the relevant Net Retained Liabilities arise (including Extra Contractual Obligations) incurred by the Company during the Net Retained Liabilities Adjustment Period. If such amount is positive, then such amount shall be due to be paid the Company by the Reinsurer, and if such amount is negative, then such amount shall be due to be paid to the Reinsurer by the Company, in each case, together with an amount of interest on such payment at the Applicable Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment; and

(iii) The payment of the amounts in clauses (i) and (ii) shall be reflected in the Net Settlement for the month in which such consent or waiver was obtained and paid in accordance with Section 6.2.

(c) For the avoidance of doubt, prior to obtaining any such required written consents or waivers, or the making of any such written agreement, the portion of each Policy from which Net Retained Liabilities arise shall not be deemed to constitute a Reinsured Policy for purposes of this Agreement; provided that the Reinsurer shall provide

administrative services with respect to any Net Retained Liabilities (and the associated Policies) pursuant to the Administrative Services Agreement. Except as otherwise contemplated by this Section 2.4, the Company shall bear the cost of obtaining any waivers or consents to reinsure a Net Retained Liability.

Section 2.5 Guaranty Fund Assessments and Premium Taxes.

(a) Guaranty Funds Assessments. In the event the Company is required to pay an assessment on or after the Effective Date in respect of the Reinsured Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction, the portion, if any, of such assessment related to such Reinsured Policies shall be reimbursed by the Reinsurer as part of the applicable monthly settlement pursuant to Section 6.2. To the extent there is any recovery of any such assessment paid by the Reinsurer, the Company shall promptly pay the Reinsurer's Share of such recovery to the Reinsurer.

(b) Premium Taxes.

(i) The Reinsurer shall pay to the Company a provision for premium taxes and other charges, fees, taxes and assessments, including retaliatory taxes (collectively, "Premium Taxes"), incurred or imposed on or after the Effective Date in connection with premiums written or received under the Reinsured Policies. The provision for Premium Taxes shall be estimated at 1.8% of premiums received under the Reinsured Policies, as calculated on a monthly basis, and shall be paid by the Reinsurer to the Company as part of the monthly settlement pursuant to Section 6.2 and adjusted annually to an actual rate for each year as part of the monthly settlement pursuant to Section 6.2 for the second calendar month of the following year, with such monthly settlement to reflect the difference between actual Premium Taxes in respect of the Reinsured Policies (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 2.5(a)) and estimated Premium Taxes.

(ii) Each Party shall promptly notify the other in writing upon receipt by it or any of its Affiliates of notice of any pending or threatened Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes.

(iii) The Company shall have the right to control the conduct of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes, and to employ counsel of the Company's choice; provided, that the Reinsurer shall be permitted, at the Reinsurer's expense, to be present at, and to participate in, any Action related to Premium Taxes. Notwithstanding such control, the Company shall not settle, either administratively or after the commencement of litigation, any claim for Premium Taxes without providing reasonable advance written notice to, and an opportunity for prior consultation with, the Reinsurer. The Parties shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the preparation for any Premium Tax audit or other Action related to Premium Taxes, and the prosecution or defense of any Action related to any Premium Taxes or any Premium Tax Returns filed in connection with such Premium Taxes. The Parties shall reasonably cooperate with each other in the conduct of any

Action related to any Premium Taxes. Any information obtained under this Section 2.5(b)(iii) shall be kept confidential, except as otherwise reasonably may be required in connection with the filing of Premium Tax Returns or claims for Premium Tax refunds or in conducting any Action related to Premium Taxes.

Section 2.6 Other Reinsurance. This Agreement is written on a "gross" basis and thus the costs and benefits of Other Reinsurance inuring on the Reinsured Policies are intended to be borne by the Reinsurer; provided, that to the extent the Other Reinsurance became unrecoverable (in accordance with the Company's ordinary-course evaluation and statutory accounting treatment) prior to the Effective Time, the recoverability of such amounts shall be borne by the Company. Other Reinsurance with respect to the Reinsured Policies shall be accounted for herein such that the Reinsurer participates in the Reinsurer's Share of any premiums, benefits, recoveries, ceding or expense allowances, other allowances and other adjustments as such amounts and such risks are paid, received or otherwise collected by the Company with respect to such Other Reinsurance, it being understood that the Reinsurer shall bear all risk of collecting third party reinsurance (except as otherwise provided in Section 3.2(c)). Risks under the terms of any agreement of Other Reinsurance as shall be terminated or recaptured with the Reinsurer's prior written consent shall be ceded automatically hereunder to the Reinsurer without any further action required, subject to the receipt by the Reinsurer of the Reinsurer's Share of any reserve transfer or similar transfer or settlement amount received by the Company from the applicable third party reinsurer. In connection with any such termination or recapture with the Reinsurer's prior written consent, the Reinsurer shall pay the Reinsurer's Share of any resulting special transfer or recapture fee incurred by the Company. The Company covenants that absent the prior written consent of the Reinsurer, the Company shall not enter into any new or change any existing reinsurance cession with respect to any of the Reinsured Policies. Notwithstanding this Section 2.6 or Section 3.2, the Company shall retain all rights and primary responsibility with respect to payments under Other Reinsurance Agreements.

Section 2.7 Policy Changes and Non-Guaranteed Elements.

(a) Policy Changes. The Company agrees that it shall not make any changes in the provisions and conditions of a Reinsured Policy or an Assumed Reinsurance Agreement except with the Reinsurer's prior written consent or to the extent that any change to the terms of any Reinsured Policy is required by Applicable Law. To the extent a change is required by Applicable Law, the Company shall, within a reasonable period of time prior to effecting such change, provide reasonably detailed written notice to the Reinsurer describing the nature of such change and the reasons for making such change. The Company shall also afford the Reinsurer, at the Reinsurer's expense, the opportunity, to the extent reasonably practicable, to object to such change under applicable administrative procedures to the same extent the Company could make such objection under Applicable Law; provided, that the Reinsurer may only object to such change in the same manner and to the same extent as it objects to any similar change required by any Applicable Law to life insurance policies and contracts of the Reinsurer that are substantially similar to the Reinsured Policies.

(b) Non-Guaranteed Elements. The Company will be responsible for determining the cost of insurance charges, loads and expense charges, credited interest rates, mortality and expense charges, administrative expense risk charges and policyholder dividends,

as applicable, under the Reinsured Policies ("Non-Guaranteed Elements"); provided, that the Reinsurer may provide written recommendations regarding the Non-Guaranteed Elements to the Company and, provided that such recommendations are the same as the Non-Guaranteed Elements established by the Reinsurer for life insurance policies and contracts of the Reinsurer that are substantially similar to the Reinsured Policies and comply with the written terms of the Policies, Applicable Law and Actuarial Standards of Practice promulgated by the Actuarial Standards Board governing redetermination of non-guaranteed charges. The Company should consider any such recommendations and act reasonably and in good faith in determining whether to accept any such recommendations and shall not unreasonably delay implementation of any accepted recommendations for more than ten (10) Business Days after such recommendations are provided to the Company in writing. Notwithstanding the foregoing, the Company shall retain the responsibility for determining the Non-Guaranteed Elements.

Section 2.8 Premiums. Payment of Premiums to the Reinsurer, as Administrator pursuant to the Administrative Services Agreement, by or on behalf of a policyholder shall be deemed received by the Company. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Date by the Company for premiums, fees or other payments on or in respect of the Reinsured Policies shall be held in trust by the Company for the benefit of the Reinsurer and shall be immediately transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to the Reinsured Policies that are payable to, or to the order of, the Company and received by the Reinsurer under this Agreement.

Section 2.9 Assignment; Security Interest.

(a) The Company hereby assigns, transfers and conveys to the Reinsurer, effective as of the Effective Time, all of the Company's right, title and interest (legal, equitable or otherwise), if any, to payments (i) under the Reinsured Policies of principal and interest paid on policy loans and (ii) of the Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies. The Reinsurer and the Company hereby agree that, in connection with any termination of this Agreement, all of the Reinsurer's right, title and interest (legal, equitable or otherwise) in and to the items set forth in (i) and (ii) above shall be immediately assigned, transferred and conveyed to the Company without any further action by the Parties. Each Party, as reasonably requested by the other from time to time, shall take all reasonably appropriate actions and execute any reasonably necessary and appropriate additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out the provisions of this Section 2.9(a).

(b) The Parties intend that at all times prior to the termination of this Agreement that the Company's assignment pursuant to Section 2.9(a) be a present assignment of all of the Company's rights, title and interest and not an assignment as collateral. However, to the extent that such assignment is not recognized as a present assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance to the Reinsurer, the Company does hereby bargain, sell, convey, assign and otherwise pledge to the Reinsurer, and grant a first priority security interest to the Reinsurer in, all of the Company's right, title and interest (legal,

equitable or otherwise), if any, to payments (i) under the Reinsured Policies of principal and interest paid on policy loans and (ii) of all Premiums, fees and other payments due or made on or after the Effective Date under the Reinsured Policies (collectively, the “Collateral”) to secure all of the Company’s obligations under this Agreement.

(c) This Section 2.9 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement, including Sections 2.1, 2.2, 2.3, 2.8, 6.2 and 12.1, and the intent of this Agreement, the Company retained ownership of or any rights in the Collateral, the Reinsurer’s rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 2.9 be interpreted as such.

(d) At or prior to the Effective Time, the Company shall file, and the Reinsurer is authorized to file, any and all financing statements reasonably requested by the Reinsurer in order to perfect the Reinsurer’s right, title and interest under Article 9 of the UCC in and to the Collateral, and the Company shall do such further acts and things as the Reinsurer may reasonably request in order that the security interest granted hereunder may be maintained as a first priority perfected security interest; provided, that the Reinsurer shall be required to bear all out-of-pocket costs and expenses (including reasonable attorney’s fees) incurred by the Company in connection with any such action or other thing requested by the Reinsurer.

Section 2.10 Hedging.

(a) The Company shall purchase derivatives to hedge the index risk associated with the Equity Indexed Reinsured Policies (each, an “EI Hedge” and collectively, the “EI Hedges”). The Company hereby conveys, transfers and assigns to the Reinsurer, effective as of the Effective Date, a 100% interest in the gross proceeds in respect of the EI Hedges purchased by the Company prior to or following the Effective Date, intended to hedge the index risk associated with the Reinsurer’s Share of the Equity Indexed Reinsured Policies, each such EI Hedge purchased prior to the Effective Date is set forth on Annex C hereto. Such assignment shall occur automatically, without further action on the part of either Party, upon the purchase by the Company of any EI Hedge or, in the case of any EI Hedges entered into prior to the date hereof, as of the date hereof. EI Hedges assigned under this Section 2.10(a) will be accounted for as funds withheld assets payable by the Company to the Reinsurer.

(b) The Company shall pay to the Reinsurer any Assigned EI Hedge Proceeds Amounts to the Funds Withheld Account.

(c) The Reinsurer shall pay to the Company any Assigned EI Hedge Costs Amounts in accordance with Section 6.2 until the applicable EI Hedges have been novated to the Reinsurer.

(d) The Company shall use reasonable care in its hedging activities with respect to the Reinsured Policies, and such activities shall be consistent with the applicable standards set forth in the Transition Services Agreement. In addition, the Company shall not

treat the EI Hedges in any respect in a manner that is different than the manner in which it treats the hedges it enters into with respect to equity indexed policies issued by the Company that are not Equity Indexed Reinsured Policies.

(e) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the EI Hedges and to perform fully each of its obligations thereunder. The Company may not modify, amend or terminate any EI Hedge or waive any of its rights under any such EI Hedge without the Reinsurer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request and if applicable, requiring the collateralization by the Hedge Counterparty of exposure and other amounts required to be paid or delivered thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to terminate any such EI Hedge and shall, at the Reinsurer's instruction and expense, effect any discretionary action with respect to the management or administration of the EI Hedges as the Reinsurer shall reasonably request, including termination, as may be available pursuant to the terms and conditions of any EI Hedge; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such discretionary action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such discretionary action as reasonably requested by the Reinsurer. The Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer, pursue commercially reasonable management and collection efforts with respect to the EI Hedges and, in general, will reasonably cooperate with the Reinsurer in the management and administration of the EI Hedges.

(f) Following the Effective Date, at the Reinsurer's request and expense, the Company shall cooperate with the Reinsurer and use its reasonable best efforts in the context of current market conditions to novate any EI Hedges from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Company shall promptly advise the Reinsurer of any communications with respect to any such proposed novation. All material, written correspondence from either the Company or the Reinsurer to any Hedge Counterparty in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense, the Company shall take any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an EI Hedge be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer and the Company shall indemnify and hold harmless the Reinsurer for Losses to the extent arising out of any failure by the Company to take any such action as reasonably requested by the Reinsurer.

Section 2.11 Existing Interest Maintenance Reserve. Set forth on Schedule 2.11 is the Reinsurer's Share of the Existing Interest Maintenance Reserve attributable to the Reinsured

Liabilities. The entirety of such Existing Interest Maintenance Reserve shall be calculated by the Company and ceded to the Reinsurer and transferred into the Funds Withheld Account, and shall be amortized as set forth on Schedule 2.11. The Company shall have no obligation to establish any such Existing Interest Maintenance Reserve.

Section 2.12 Retention. Unless the New York Department of Financial Services provides its prior written consent, the Reinsurer shall not retrocede any Reinsured Liabilities in connection with any transaction or series of transactions in which such liabilities will be ceded to a special purpose financial captive insurer.

Section 2.13 Cash Flow Testing Reserves. The Reinsurer will pay to the Company the Portfolio Yield on the Initial Cash Flow Testing Reserves as part of the Net Settlement pursuant to Section 6.2.

ARTICLE III REINSURANCE LIABILITY

Section 3.1 Reinsurance Liability. The reinsurance by the Reinsurer of the Reinsured Policies is subject to the same rates, conditions, limitations and restrictions as the insurance under the Reinsured Policies written by the Company on which the reinsurance is based. The liability of the Reinsurer hereunder on the terms described herein begins as of the Effective Time and, subject to Article IX hereof, the liability of the Reinsurer on any Reinsured Policy will terminate as and when all liability of the Company with respect to such Reinsured Policy terminates.

Section 3.2 Other Reinsurance.

(a) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the Other Reinsurance Agreements and to perform fully each of its obligations thereunder. The Company may not modify, amend, terminate or recapture any Other Reinsurance Agreement or waive any of its rights under any such agreement without the Reinsurer's prior written consent and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, at the Reinsurer's request, requiring the collateralization by the third party reinsurer of reserve balances and other amounts thereunder. With the Reinsurer's prior written consent, the Company may exercise any right it may have to recapture risks ceded under any of the Other Reinsurance Agreements or to otherwise terminate any such agreement and shall, at the Reinsurer's instruction and expense, effect any such action with respect to the management or administration of the Other Reinsurance as the Reinsurer shall reasonably request, including termination or recapture, as may be available under or with respect to the terms of any Other Reinsurance Agreement; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. Subject to the terms and conditions of the Administrative Services Agreement, the Company agrees that it shall, at the direction and at the cost and expense of the Reinsurer (including any reasonable out-of-pocket expenses incurred by the Company), pursue commercially reasonable management and collection efforts with respect to the Other Reinsurance and, in general, will reasonably cooperate with the Reinsurer in the management of the Other Reinsurance.

(b) Following the Effective Date, at the Reinsurer's expense and reasonable request, the Company shall cooperate with the Reinsurer and shall use its reasonable best efforts in the context of current market conditions to novate any Other Reinsurance from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Parties shall promptly advise each other of any communications with respect to any such proposed novation. All correspondence from either the Company or the Reinsurer to any reinsurer under Other Reinsurance in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and at the Reinsurer's cost and expense (including any reasonable out-of-pocket expenses incurred by the Company), the Company shall effect any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that an Other Reinsurance Agreement be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

(c) The Company agrees that whenever an Other Reinsurance Agreement provides the Company with a right of set-off, the Company shall exercise such right of set-off in the event that amounts are due and unpaid from the Reinsurer. The Company shall have no obligation to pursue any claims it may have for indemnification to which it may be entitled in connection with the Other Reinsurance unless requested to do so by the Reinsurer and at the cost and expense of the Reinsurer (including reasonable out-of-pocket expenses incurred by the Company). In no event shall any such right to indemnification reduce the Reinsurer's responsibility for the risk of all Other Reinsurance.

Section 3.3 Disclaimer. The Company has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Company expressly disclaims, and makes no representations or warranties to the Reinsurer, other than those expressly contained in this Agreement. The Reinsurer has no duties, whether express or implied, including the duty of utmost good faith and other similar duties, which the Reinsurer expressly disclaims, and makes no representations or warranties to the Company, other than those expressly contained in this Agreement.

ARTICLE IV CERTAIN FINANCIAL PROVISIONS

Section 4.1 Credit for Reinsurance. If at any time during the term of this Agreement, the Reinsurer fails to hold and maintain all licenses, permits and authorities required under Applicable Law to enable the Company to receive statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's state of domicile, the Reinsurer shall, at its sole expense, establish and maintain security in the form of letters of credit, assets held in a reinsurance trust, funds withheld arrangement or a combination thereof in a manner that meets all Applicable Laws regarding credit for reinsurance, so as to permit the Company to receive full statutory reserve credit for the reinsurance ceded to the Reinsurer hereunder in the Company's

state of domicile. The form of such letter of credit, trust agreement for such reinsurance trust or any funds withheld arrangement shall be approved by the New York Department of Financial Services prior to use.

Section 4.2 RBC Reports.

(a) Within forty-five (45) days following the end of the first three calendar quarters of each year during the term of this Agreement, the Reinsurer shall provide to the Company a report of its RBC Ratio as of the end of such calendar quarter, as estimated in good faith by the Reinsurer.

(b) Within five (5) Business Days of the submission by the Reinsurer to the insurance department of its domiciliary state of a report of its risk-based capital levels as of the end of the previous calendar year, but in no event later than sixty (60) days following the end of each calendar year, the Reinsurer shall provide to the Company written certification of its RBC Ratio as of the end of such calendar year.

Section 4.3 Establishment of the Funds Withheld Account.

(a) On or prior to the Effective Date, the Company shall establish on its books and records a funds withheld account (the "Funds Withheld Account") and allocate thereto the Initial Reinsurance Assets with a Statutory Book Value equal to the Initial Coinsurance Premium and, thereafter, shall maintain the Funds Withheld Account with assets having a Statutory Book Value equal to the Funds Withheld Account Amount determined from time to time in accordance with this Agreement (the Initial Reinsurance Assets and any other assets allocated to the Funds Withheld Account pursuant to this Agreement, the "Reinsurance Assets"). The Funds Withheld Account shall be a segregated account established by the Company. The Company will retain, control and own all Reinsurance Assets. The Company shall record the Funds Withheld Account Balance on its statutory financial statements as a payable to the Reinsurer.

(b) The Reinsurance Assets (other than the policy loans) shall be invested by the Reinsurer or by Goldman Sachs Asset Management or such other investment manager appointed by the Reinsurer with the prior written consent of the Company pursuant to an investment management agreement. The Reinsurer, Goldman Sachs Asset Management or such other investment manager appointed by the Reinsurer with the prior written consent of the Company shall have the authority to purchase EI Hedges on the account of the Company commencing (1) year following the Effective Date. For greater certainty, (i) each policy loan repaid and interest payment on a policy loan shall be accounted for as a cash transfer to the Funds Withheld Account from the policyholder in an amount equal to such policy loan repayment or interest payment (and shall result in an allocation by the Company to the Funds Withheld Account of cash, assets or a combination of cash and assets, with an aggregate Statutory Book Value equal to such policy loan repayment or interest payment), and (ii) each policy loan taken by a policyholder shall be accounted for as a cash transfer from the Funds Withheld Account to such policyholder (and shall result in cash, assets or a combination of cash and assets, with an aggregate Statutory Book Value equal to the proceeds of such policy loan no longer being allocated by the Company to the Funds Withheld Account) and the

Company shall establish a Reinsurance Asset in an amount equal to the outstanding balance of such policy loan and any accrued but unpaid interest thereon and shall allocate such Reinsurance Asset to the Funds Withheld Account.

(c) Assets in the Funds Withheld Account may be withdrawn and applied by the Company or any successor of the Company without diminution because of insolvency on the part of the Company or the Reinsurer only for the following purposes:

(i) to pay to the Company any amount due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Reinsurer in good faith;

(ii) to pay any portion of the Net Settlement due to be paid to the Company in accordance with Sections 6.2(b) and 6.2(c) to the extent such portion is not being disputed by the Reinsurer in good faith, and any portion thereof that is due to be paid to the Reinsurer to the extent such portion is not being disputed by the Company in good faith;

(iii) to pay to the Reinsurer amounts remaining in the Funds Withheld Account, if any, after the payment of any amounts due to be paid out of the Funds Withheld Account as part of the Reinsurer Termination Payment to the extent such amount is not being disputed by the Company in good faith; or

(iv) to pay or reimburse the Company for any other amounts due but not yet recovered from the Reinsurer under this Agreement in order to satisfy liabilities under the Reinsured Policies to the extent such amounts are not being disputed by the Reinsurer in good faith.

For the avoidance of doubt, (i) any amounts referred to above that are not the subject of a good faith dispute may be withdrawn and applied for the purposes provided above and (ii) payments to policyholders shall not be delayed due to any good faith disputes by the Company or the Reinsurer under this Section 4.3(c).

(d) If assets are withdrawn from the Funds Withheld Account and are not immediately applied for the purposes set forth in Section 4.3(c) above, the assets improperly withdrawn from the Funds Withheld Account by the Company shall be immediately returned to the Funds Withheld Account. Until such assets are returned to the Funds Withheld Account, such assets shall be held in trust by the Company separate and apart from any other assets of the Company. The Company shall pay to the Funds Withheld Account interest on the amount of any such improperly withdrawn assets at the Applicable Rate from the date of withdrawal to the date such assets are returned to the Funds Withheld Account or paid to the Reinsurer, as applicable (the "Excess FWA Draw Interest Amount"). Such interest shall accrue monthly and shall be paid on the Business Day following the last day of each Monthly Accounting Period. The balance of the amount held or required to be so held separate and apart as of any date of determination shall be an amount (the "Excess FWA Draw Amount") equal to (i) the Statutory Book Value of assets withdrawn from the Funds Withheld Account in excess of amounts required for the purposes described in Section 4.3(c) above *minus* any

amounts applied by the Company therefrom for such permissible purposes *plus* (ii) the Excess FWA Draw Interest Amount (whether or not payable as of such date of determination).

ARTICLE V
PLAN OF REINSURANCE

Section 5.1 Plan. Reinsurance under this Agreement is on a 100% coinsurance funds withheld basis and is subject to the terms and conditions of the original policy forms for the Reinsured Policies and any amendments thereto in effect as of the Effective Date.

Section 5.2 Follow the Fortunes. The Reinsurer's liability under this Agreement shall commence on the Effective Date, and all reinsurance with respect to which the Reinsurer shall be liable by virtue of this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of premiums paid to, and reinsurance recoveries benefiting, the Company with respect to the Reinsured Liabilities and the Reinsured Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company with respect to the Reinsured Liabilities and Reinsured Policies.

Section 5.3 Reductions and Terminations. Reinsurance amounts are calculated in terms of coverages on a "per policy" basis. If the coverage of any Reinsured Policy on an insured is reduced or terminated, reinsurance under this Agreement on such Reinsured Policy will be equally reduced or terminated.

Section 5.4 Reinstatements. Reinsured Policies ceded under this Agreement shall include any Policy that is reduced, terminated, lapsed or surrendered, and later reinstated pursuant to and in accordance with its policy provisions and will be reinsured by the Reinsurer in accordance with the terms of this Agreement. The Reinsurer will retain any Premiums and interest that the Company has received for reinstatement in respect of periods on or after the Effective Date. A terminated Policy that would have been a Reinsured Policy had it been in force at the Effective Time, that later reinstates pursuant to and in accordance with its policy provisions, will be reinsured by the Reinsurer and become a Reinsured Policy. The Reinsurer will be entitled to retain any Premiums and interest for coverage on or after the Effective Date that is received for such reinstatement, and the Company will transfer to the Reinsurer the amount of reserves for such reinstated Reinsured Policy as of the Effective Date, calculated in a manner that is consistent with the reserve calculations used for the other Reinsured Policies. The date of reinsurance for such reinstated Reinsured Policies shall be the Effective Date. For the avoidance of doubt, the reinstated Policies reinsured under this Section 5.4 shall include any Policy treated as lapsed or otherwise terminated prior to the Effective Time under which the Company subsequently becomes liable as a result of a determination that the policyowner, insured or beneficiary has died prior to the lapse or termination.

Section 5.5 Contractual Conversions: Internal Replacement.

(a) Any conversion, exchange or replacement policy or contract arising from the Reinsured Policies that is converted, exchanged or replaced pursuant to and in accordance with its policy terms shall be deemed to constitute a Reinsured Policy for purposes of this

Agreement and, in the event of a conversion, exchange or replacement of any Reinsured Policy, the Reinsurer shall reinsure the risk resulting from such conversion on the basis set forth hereby with respect to the Reinsured Policies; provided, however, that the Reinsurer shall not be required to pay any ceding commission with respect to any such converted, exchanged or replacement policy or contract. The Reinsurer will reimburse the Company for any expenses incurred in issuing a converted, exchanged or replacement policy or contract, but only to the extent such expenses are not covered by payments made by the Reinsurer under the Transition Services Agreement.

(b) Absent the Reinsurer's prior written consent (which may be withheld in its sole discretion), the Company will not solicit owners, beneficiaries or policyholders in connection with, or sponsor or assist, directly or indirectly, in the conduct of, (and will cause each of its Affiliates to refrain from soliciting in connection with, and sponsoring or assisting, directly or indirectly, in the conduct of) any program of internal replacement under which the owners, beneficiaries or policyholders of Reinsured Policies are or would be encouraged to exchange, or assisted in the exchange of, Reinsured Policies for other insurance policies or contracts that are not reinsured under this Agreement. Should the Company or its Affiliates or any of their respective successors or assigns initiate such a program of internal replacement that would include any of the risks reinsured hereunder in violation of the preceding sentence, the Company will immediately notify the Reinsurer. For each risk reinsured hereunder that has been replaced under a program of internal replacement, the Reinsurer shall have the option, at its sole discretion, of either treating the risks reinsured as recaptured on terms reasonably acceptable to the Reinsurer or continuing reinsurance on the new policy under the terms of this Agreement without any ceding commission therefor.

Section 5.6 Policy List Errors

(a) The Company or the Reinsurer, as applicable, shall notify the other Party if any life insurance policies or contracts issued or reinsured by the Company and in force as of the Effective Date were inadvertently not included on the Policy List and are determined to be a Policy, which shall in no event include any insurance policies and contracts falling within the following lines of business: health, annuities, funding agreements, corporate-owned life insurance and bank-owned life insurance when sold on a group basis, synthetic guaranteed investment contracts and variable life or other variable business.

(b) If any policies or contracts (or components thereof) are determined to be Policies in accordance with this Section 5.6, then the Company shall transfer cash or assets reasonably satisfactory to the Reinsurer into the Funds Withheld Account in an amount equal to the Statutory Reserves required to be held with respect to such Policies to the extent such Statutory Reserves were not previously transferred to the Funds Withheld Account.

Section 5.7 Renewal Commissions. Any renewal commissions due following the Effective Date will be the responsibility of the Reinsurer and shall be paid by the Reinsurer to the Company as part of the Net Settlement pursuant to Section 6.2.

ARTICLE VI
ADMINISTRATION

Section 6.1 Administrative Services.

(a) The Parties hereby agree that the Policies, Other Reinsurance Agreements and, subject to Section 2.10, the EI Hedges shall be administered in accordance with or as otherwise provided in the Administrative Services Agreement and the Transition Services Agreement. The administration of the Policies, Other Reinsurance Agreements and EI Hedges shall be at the sole cost and expense of the Reinsurer.

(b) In the event that the Reinsurer is unable to administer the Policies, Other Reinsurance Agreements and EI Hedges as provided in Section 6.1(a), the Reinsurer shall remain obligated for the costs and expenses of any replacement party providing such administration and the Reinsurer shall reimburse the Company for any such costs and expenses as part of the Net Settlement pursuant to Section 6.2.

Section 6.2 Net Settlements.

(a) For each Monthly Accounting Period, the Parties will effect a settlement on a net basis (the "Net Settlement") as contemplated in Annex B hereto.

(b) A report reflecting in detail the Net Settlement determinations contemplated in Annex B shall be prepared not later than thirty (30) calendar days after the end of each Monthly Accounting Period. For as long as required under the Transition Services Agreement, the Company shall prepare and deliver such report to the Reinsurer. After such time, the Reinsurer shall prepare and deliver such report to the Company. If a Net Settlement report reflects a balance due to the Company, the amount(s) shown as due shall be paid within ten (10) Business Days of the delivery of the report. If a Net Settlement report reflects a balance due to the Reinsurer, the amount(s) shown as due shall be paid within ten (10) Business Days after the date on which the report was delivered. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the Applicable Rate. For purposes of this section, a payment will be considered overdue on the date which is ten (10) Business Days after the date such payment is due hereunder; provided that such interest will begin to accrue from the original due date with respect to such payment. All settlements of account between the Company and the Reinsurer shall be made in cash or its equivalent.

(c) To the extent that the Reinsurer makes any direct payments to or on behalf of the Company in respect of Reinsured Liabilities or other amounts payable to the Company pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such payments shall be taken into account for purposes of determining the Net Settlement. In addition, to the extent the Reinsurer receives any Premiums or other amounts payable to the Reinsurer pursuant to the Net Settlement in respect of a Monthly Accounting Period prior to the Net Settlement process, whether in its capacity as the Administrator or otherwise, the amount of any such Premiums received shall be taken into account for purposes of determining the Net Settlement.

(d) The Net Settlement report delivered in respect of each Monthly Accounting Period shall include an adjustment to the Funds Withheld Account Balance (each, a "Funds Withheld Account Adjustment"). The Funds Withheld Account Adjustment shall be calculated as an amount equal to (i) minus (ii) minus (iii), where:

(i) equals the Funds Withheld Account Amount as of the last day of the Monthly Accounting Period to which the then current Net Settlement report relates; and

(ii) equals the Funds Withheld Account Amount at the end of the immediately preceding Monthly Accounting Period, and

(iii) equals the Investment Income earned during the period from but excluding the last day of the immediately preceding Monthly Accounting Period to and including the last day of the Monthly Accounting Period to which the then current Net Settlement report relates.

(e) If the Funds Withheld Account Adjustment for any Monthly Accounting Period is positive, then the Reinsurer shall remit to the Company an amount equal to the Funds Withheld Account Adjustment in accordance with Section 6.2(b). If the Funds Withheld Account Adjustment for any Monthly Accounting Period is negative, then the Company shall remit to the Reinsurer an amount equal to the absolute value of the Funds Withheld Account Adjustment in accordance with Section 6.2(b). For purposes of calculating the Funds Withheld Account Adjustment for the first Monthly Accounting Period after the Effective Time, clause (iii) of Section 6.2(d) shall include only Investment Income earned since the Effective Time.

(f) In connection with any settlement under this Agreement, the Reinsurer shall not be obligated to pay any Excluded Reinsured Liability.

ARTICLE VII DAC TAX

Section 7.1 DAC Tax Election. The Company and the Reinsurer hereby elect and agree under Treasury Regulations Section 1.848-2(g)(8) as follows:

(a) The Company and the Reinsurer will each attach a schedule to its federal income tax return for the first taxable year ending after the Effective Date that identifies this Agreement as a reinsurance agreement for which a joint election under Treasury Regulation Section 1.848-2(g)(8) has been made, and will otherwise file its respective federal income tax returns in a manner consistent with the provisions of Treasury Regulation Section 1.848-2 as in effect on the date this Agreement is executed;

(b) For each taxable year under this Agreement, the Party with the net positive consideration, as defined in the regulations promulgated under Section 848 of the Code, will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1) of the Code;

(c) The Company and the Reinsurer agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Code and applicable Treasury Regulations;

(d) The first tax year for which this election is effective is 2013;

(e) The Reinsurer will submit to the Company by May 15 each year its calculation of the amount of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement that the Reinsurer will report such amount of net consideration in its tax return for the preceding calendar year;

(f) The Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within thirty (30) days of the Company's receipt of the Reinsurer's calculation. If the Company does not so notify the Reinsurer, the Company will report the amount of net consideration as determined by the Reinsurer in the Company's tax return for the previous calendar year;

(g) If the Company contests the Reinsurer's calculation of the amount of net consideration, the dispute shall be resolved in accordance with Section 10.2.

Both the Company and the Reinsurer are subject to U.S. taxation under Subchapter L of Chapter 1 of the Code.

ARTICLE VIII INSOLVENCY

Section 8.1 Insolvency. The reinsurance ceded hereunder shall be payable by the Reinsurer on the basis of liability of the Company under the Reinsured Policies without diminution because of the insolvency of the Company, directly to the Company or its liquidator, receiver or statutory successor, except where the Reinsurer, with the consent of the direct insured, has assumed the policy obligations of the Company as direct obligations of the Reinsurer to the payees under a Reinsured Policy and in substitution for the obligations of the Company to the payees. It is agreed and understood, however, that (i) in the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give the Reinsurer written notice of the pendency of a claim against the insolvent Company on a Reinsured Policy within a reasonable time after such claim is filed in the insolvency proceeding and (ii) during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defenses which it deems available to the Company, its liquidator, receiver or statutory successor

Section 8.2 Expenses. It is further understood that any expense incurred by the Reinsurer pursuant to Section 8.1 shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer. Where two or more assuming reinsurers are involved in the same claim and a majority in interest elect to interpose defenses to such claim, the expense shall be apportioned in accordance with the terms of this Agreement as though such expense had been incurred by the Company.

TERMINATION

Section 9.1 Duration of Coinsurance. This Agreement will be effective as of the Effective Time. Subject to the provisions of this Article IX, this Agreement will remain in effect, and the reinsurance provided hereunder will remain in force, until termination of the policy or policies on which the reinsurance is based in accordance with the terms of this Agreement. Except as provided in Sections 9.3, the Reinsured Policies are not eligible for recapture by the Company.

Section 9.2 Termination. This Agreement shall terminate:

- (a) at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination; or
- (b) automatically at such time as no liability remains under this Agreement.

Section 9.3 Termination by the Company. The Company, in its sole discretion, shall have the option to terminate this Agreement upon the occurrence of any one of the following events:

- (a) the Reinsurer is placed in receivership, conservatorship, rehabilitation or liquidation by any insurance regulatory authority;
- (b) the Reinsurer breaches Section 4.1, and the Reinsurer fails to cure such breach within the earlier of (i) thirty (30) days following receipt of written notice of such breach from the Company and (ii) the last day of the calendar quarter in which such breach occurs; provided that the Company shall have no right to terminate if the Reinsurer cannot take any action reasonably required for the Company to receive statutory reserve credit without the reasonable cooperation of the Company and the Company shall not have reasonably cooperated with the Reinsurer; provided, further, that it shall be deemed unreasonable to require the Company to cooperate in the event such cooperation would impose on the Company any cost and the Reinsurer has not agreed to be responsible for such cost;
- (c) the Reinsurer fails to pay any material amount due to the Company under this Agreement and (i) such amount is not subject to a good faith dispute and (ii) such failure is not cured within ten (10) Business Days following the Reinsurer's receipt of written notice of such failure from the Company; or
- (d) in the event that (i) the Reinsurer's RBC Ratio is less than 175% or (ii) the Reinsurer fails to provide its RBC Ratio in accordance with Section 4.2 and, upon delivery of written notice from the Company to the Reinsurer, the Reinsurer shall fail to provide its RBC Ratio within ten (10) Business Days following such notice.

Section 9.4 Termination by the Reinsurer. Upon the occurrence of a Reinsurer Termination Event, the Reinsurer shall have the right (but not the obligation) to terminate this Agreement by providing written notice to the Company of its intent to terminate. Termination of this Agreement shall be effective on the date specified in such notice, provided that such date

shall not be prior to the date on which the Termination Event occurred. Upon termination of this Agreement pursuant to this Section 9.4, the Company shall be deemed to have recaptured and reassumed all Reinsured Liabilities. Recapture of the Reinsured Policies shall be effective on the date specified in the notice of termination.

Section 9.5 Settlement Upon Termination. Upon the termination of this Agreement by the Company pursuant to Section 9.3 or by the Reinsurer pursuant to Section 9.4, subject to payment by the Reinsurer of any amounts due to the Company pursuant to this Section 9.5 and the payment by the Company of any amounts due to the Reinsurer pursuant to this Section 9.5, the Company shall recapture all liabilities previously ceded to the Reinsurer and the Reinsurer's liability under this Agreement will terminate (provided, that such termination shall not relieve any Party of any pre-termination breach of this Agreement). The Company shall prepare a Net Settlement report for the period commencing on the first day of the then-current Monthly Accounting Period and ending on the date this Agreement is terminated pursuant to Sections 9.3 or 9.4 (the "Terminal Accounting and Settlement Report"). If a Net Settlement report reflects a balance due (a) the Company, the amount(s) shown as due shall be paid by the Reinsurer on the tenth (10th) Business Day following the delivery of such Terminal Accounting and Settlement Report (the "Reinsurer Termination Payment") and (b) the Reinsurer, the amount(s) shown as due shall be paid by the Reinsurer on the tenth (10th) Business Day following the delivery of such Terminal Accounting and Settlement Report (the "Company Termination Payment"); provided, that, for the avoidance of doubt, the Reinsurer Termination Payment and the Company Termination Payment shall be determined on a net basis and only the balance shall be due and payable by the Reinsurer or the Company, as the case may be. In the event that a balance is due and payable by the Company, the Company shall pay such balance to the Reinsurer in cash by wire transfer of immediately available funds. In the event that a balance is due and payable by the Reinsurer, such amount shall be deducted by the Company from the Funds Withheld Account Balance and any remaining amount due to the Company (after giving effect to any other offsets under this Agreement) shall be paid by the Reinsurer in cash by wire transfer of immediately available funds. Following such settlement, any remaining amount in the Funds Withheld Account shall be transferred to the Company and the Funds Withheld Account will be reduced to zero. For the avoidance of doubt, the payment by the Reinsurer to the Company of an amount equal to the Funds Withheld Account Balance calculated in connection with the Terminal Accounting and Settlement Report shall be calculated after giving effect to the adjustments thereto pursuant to Section 6.2(d) as determined based on the Terminal Accounting and Settlement Report. Any dispute by either Party of the Company Termination Payment or the Reinsurer Termination Payment shall be resolved in accordance with Section 10.2.

ARTICLE X
RESOLUTION OF CERTAIN DISPUTES

Section 10.1 Disputes over Actual Initial Coinsurance Premium Calculations and SPA Adjusted Coinsurance Premium

(a) Within thirty (30) days following its receipt from the Company of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, (such period, a "Review Period"), the Reinsurer shall either (i) notify the Company in writing of its agreement with the calculation of the Actual Initial

Coinsurance Premium or SPA Adjusted Coinsurance Premium, as applicable, set forth therein ("Notice of Agreement"); or (ii) if the Company determines that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein either (x) have not been prepared on the basis set forth in Section 2.3 or in Section 5.8 of the Purchase Agreement or (y) contain or reflect mathematical errors, inform the Company in writing of its objection (the "Reinsurer's Objection"), which notice shall set forth in reasonable detail a description of the basis of the Reinsurer's Objection and the adjustments to such Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, or the calculations reflected therein that the Reinsurer requests be made. The Company, as applicable, shall, following the Effective Date through the date that the Initial Coinsurance Premium Reconciliation Statement or SPA Coinsurance Premium Reconciliation Statement, as applicable, becomes final in accordance with the last sentence of Section 10.1(c), take all actions necessary or desirable to maintain and preserve all accounting books, records, policies and procedures on which such Initial Coinsurance Premium Reconciliation Statement or SPA Premium Reconciliation Statement, as applicable, are based or on which the finalized Initial Coinsurance Premium Adjustment or SPA Coinsurance Premium Adjustment, as applicable, are to be based so as not to impede or delay the determination of the finalized Actual Initial Coinsurance Premium, the finalized SPA Adjusted Coinsurance Premium, the finalized Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date or the preparation of the Reinsurer's Objection in the manner and utilizing the methods permitted by this Agreement. Upon receipt by the Company of a Notice of Agreement from the Reinsurer or if no Reinsurer's Objection is received by the Company prior to the expiration of the Review Period, the Actual Initial Coinsurance Premium, the SPA Adjusted Coinsurance Premium and the Reinsurer's calculation of the Initial Coinsurance Premium Adjustment (as set forth in the Initial Coinsurance Premium Reconciliation Statement) and the SPA Coinsurance Premium Adjustment (as set forth in the SPA Coinsurance Premium Reconciliation Statement) shall be deemed to have been accepted by the Reinsurer and will become final and binding upon the Parties in accordance with the last sentence of Section 10.1(c).

(b) If the Reinsurer timely delivers a Reinsurer's Objection to the Company, the Company shall have thirty (30) days from the date of such delivery to review and respond to such Reinsurer's Objection (the "Consultation Period"). The Parties shall use reasonable, good faith efforts to resolve any disagreements that they may have with respect to the matters set forth in the Reinsurer's Objection. If the Parties are unable to resolve all of their disagreements with respect to the matters set forth in the Reinsurer's Objection within ten (10) Business Days following the expiration of the Consultation Period, then the Parties shall submit all matters that remain in dispute with respect to the Reinsurer's Objection (along with a copy of the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein, marked to indicate those line items that are still in dispute) to an independent internationally recognized accounting firm of independent certified public accountants with appropriate actuarial expertise mutually agreed by the Parties (the "CPA Firm"), which shall, acting as an expert and not as an arbitrator, make a final determination, on the basis of the standards set forth in Section 2.3 hereof, and only with respect to any remaining differences submitted to the CPA Firm, in accordance with this Section 10.1(b), of the appropriate amount of each line item in the Initial Coinsurance Premium Reconciliation Statement, SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein as to which the Parties disagree (such items that remain in dispute, the "Unresolved Items").

(c) The Parties shall instruct the CPA Firm to deliver its written determination to the Reinsurer and the Company no later than fifteen Business Days after the Unresolved Items are referred to the CPA Firm. The CPA Firm's determination shall include a certification that it reached such determination in accordance with this Section 10.1(c) and shall be conclusive and binding upon the Parties, absent fraud or clear and manifest error. With respect to each Unresolved Item, the CPA Firm's determination, if not in accordance with the position of either the Company or the Reinsurer, shall not be more favorable to the Reinsurer than the amounts advocated by the Reinsurer in the Reinsurer's Objection or more favorable to the Company than the amounts advocated by the Company in the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement or the Company's calculations of the amounts set forth therein with respect to such disputed line item and/or calculation. For the avoidance of doubt, (i) the CPA Firm's review of the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and the Company's calculation of the amounts set forth therein shall be limited to a determination of whether such documents and calculations were prepared in accordance with Section 2.3, and (ii) the CPA Firm shall not review any line items or make any determination with respect to any matters other than the Unresolved Items that were referred to the CPA Firm for resolution pursuant to this Section 10.1(c). The determination of the amounts set forth in the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, that are final and binding on the Parties, as determined either through (1) the Reinsurer's delivery of a Notice of Agreement pursuant to Section 10.1(a), (2) the Reinsurer's failure to deliver Reinsurer's Objection prior to expiration of the Review Period pursuant to Section 10.1(a), (3) agreement by the Parties during the Consultation Period or (4) the determination of the CPA Firm pursuant to this Section 10.1(c) are referred to herein as the "finalized Actual Initial Coinsurance Premium," the "finalized Initial Coinsurance Premium Adjustment," the "finalized Statutory Book Value of the Initial Reinsurance Assets as of the Effective Date," the "finalized SPA Adjusted Coinsurance Premium," and the "finalized SPA Coinsurance Premium Adjustment," as the case may be.

(d) The Parties agree that judgment may be entered upon the CPA Firm's determination in any court having jurisdiction over the Reinsurer or the Company or their respective assets, as the case may be. The fees and disbursements of the CPA Firm shall be paid by the Parties in proportion to those matters submitted to the CPA Firm that are resolved against that Party, as such fees and disbursements are allocated by the CPA Firm in accordance with this Section 10.1 at the time of the CPA Firm's determination. At any time following delivery of the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement, as applicable, the Reinsurer shall provide to the Company and its Representatives full access to books and records and other information with respect to the Reinsured Policies and the Net Retained Liabilities, including work papers of its accountants (subject to execution by the Company and/or its Representatives, as applicable, of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants), and to any employees during regular business hours and on reasonable advance notice, to the extent necessary for the Company to prepare the Initial Coinsurance Premium Reconciliation Statement or the SPA Coinsurance Premium Reconciliation Statement or to prepare materials for

presentation to the CPA Firm. The Parties shall make readily available to the CPA Firm, during regular business hours and on reasonable advance notice, interviews with such employees, and all relevant information, books and records and any work papers of their respective accountants (in each case, subject to execution by the CPA Firm of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants) relating to the Initial Coinsurance Premium Reconciliation Statement, the SPA Coinsurance Premium Reconciliation Statement and any Unresolved Items and all other items reasonably required by the CPA Firm to fulfill its obligations under Section 10.1(c). In acting under this Section 10.2, the CPA Firm will be entitled to the privileges and immunities of an arbitrator.

(e) For the avoidance of doubt, this Section 10.1 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

Section 10.2 Disputes over Calculations. After the Effective Date, any dispute between the Parties with respect to the calculation of amounts that are to be calculated or reported pursuant to this Agreement (other than disputes with respect to the Actual Initial Coinsurance Premium and the SPA Adjusted Initial Coinsurance Premium, which shall be resolved in accordance with Section 10.1 hereof), including disputes with respect to any Net Settlement, calculations relating to DAC tax or the amount of the Reinsurer Termination Payment or the Company Termination Payment, that cannot be resolved by the Parties within sixty (60) calendar days, shall be referred to an independent accounting firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties; provided, however, that where the dispute involves an actuarial issue, the dispute shall instead be referred to an independent actuarial firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties. Within twenty (20) Business Days following the selection of the accounting firm or actuarial firm, as applicable, the Parties shall submit their positions and supporting documentation to such accounting firm or actuarial firm. Within forty (40) Business Days of such submission, the accounting firm or actuarial firm, as applicable, shall, in light of the evidence provided by both Parties, determine the calculations in dispute within the range of difference between the Reinsurer's position thereto and the Company's position thereto. There shall be no appeal from the decision made by such firm, which shall be final and binding (absent fraud or clear and manifest error), except that, either Party may petition a court having jurisdiction over the other Party or its assets to reduce the arbitrator's decision to judgment. The fees charged by the accounting firm or actuarial firm, as applicable, to resolve the dispute shall be allocated between the Company and the Reinsurer by such firm in accordance with its judgment as to the relative merits of the Parties' positions in respect of the dispute. For the avoidance of doubt, this Section 10.2 shall not apply to any dispute between the Parties with respect to the interpretation of any provision, term or condition of this Agreement.

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification of the Reinsurer by the Company. From and after the Effective Date, the Company shall indemnify, defend and hold harmless the Reinsurer and its officers, directors and authorized Representatives (the "Reinsurer Indemnified Parties") from and

against, and pay and reimburse the Reinsurer Indemnified Parties for, all Losses imposed on, sustained, incurred or suffered by, or asserted against, the Reinsurer Indemnified Parties (a) solely as a result of actions or omissions of the Company, but only to the extent such actions or omissions of the Company constitute gross negligence or bad faith and were not taken or omitted at the direction of the Reinsurer or consented to by the Reinsurer or (b) arising out of any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Reinsurer pursuant to the Administrative Services Agreement; provided, however, that the Company shall have no obligation to indemnify, defend and hold harmless the Reinsurer Indemnified Parties for any Reinsured Liabilities.

Section 11.2 Indemnification of the Company by the Reinsurer. From and after the Effective Date, the Reinsurer shall indemnify, defend and hold harmless the Company, and its officers, directors and authorized Representatives (the "Company Indemnified Parties") from and against, and pay and reimburse the Company Indemnified Parties for, all Losses imposed on, sustained or incurred or suffered by, or asserted against, the Company Indemnified Parties to the extent such Losses (a) constitute Reinsured Liabilities, (b) arise out of any breach or nonfulfillment by the Reinsurer of, or any failure by the Reinsurer to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Company or its Affiliates pursuant to the Transition Services Agreement, (c) arise out of written instructions of the Reinsurer given pursuant to Section 3.2 hereof, or (d) arise out of the Company following a written recommendation of the Reinsurer given in accordance with Section 2.7(b).

ARTICLE XII CONFIDENTIALITY

Section 12.1 Confidentiality. Except as provided in the Other Transaction Agreements, each of the Reinsurer and the Company agrees to hold any Confidential Information with respect to the other Party in strictest confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed in any form by any means by it or by its Affiliates, employees, advisors, agents or administrators (collectively, "Representatives") to third parties of any kind or used by it or its Representatives for any purpose other than the performance of its obligations under this Agreement; provided that the foregoing obligation shall not prohibit disclosure of any such information (a) if required by Applicable Law or stock exchange rules, or if required or requested by any Governmental Entity (provided in the case of this clause (a) that the disclosing party shall allow (to the extent permitted by Applicable Law and reasonably practicable) the other Party a reasonable opportunity to comment on such disclosure in advance of such disclosure); (b) to the disclosing Party's Representatives, auditors or ratings agencies, provided, that such Representatives, auditors or ratings agencies are made aware of the provisions of this Article XII; (c) to the extent that the information has been made public by or on behalf of, or with the prior consent of, the non-disclosing Party; (d) if required in connection with any report required to be filed or submitted with any Governmental Entity; (e) to a retrocessionaire of the Reinsurer; (f) to the extent reasonably necessary in connection with any dispute with respect to this Agreement; and (g) as necessary for the Reinsurer to perform its

obligations as Administrator under the Administrative Services Agreement. The Reinsurer agrees to hold medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants and beneficiaries of Policies in confidence to the extent required to be held in confidence under Applicable Law and the Reinsurer's privacy policy or policies and shall establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of such information which are no less rigorous than those maintained by Reinsurer for its own information of a similar nature. Notwithstanding anything to the contrary, for purposes of this Section 12.1, the Reinsurer, in its capacity as Administrator on behalf of the Company, shall not be considered an advisor, agent or administrator of the Company.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

Section 13.1 Representations and Warranties of Reinsurer. The Reinsurer hereby represents and warrants to the Company as of the Effective Time:

(a) Organization, Standing and Authority. The Reinsurer is a corporation duly organized and validly existing under the laws of the State of Massachusetts and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Reinsurer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(b) Authorization. The Reinsurer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Reinsurer, and, subject to the due execution and delivery by the Company, this Agreement is valid and the binding obligation of the Reinsurer, enforceable against the Reinsurer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Reinsurer or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Reinsurer, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Reinsurer of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Reinsurer, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Reinsurer is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Reinsurer, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Reinsurer's business or necessary to enable the Reinsurer to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Reinsurer in connection with this Agreement or the transactions contemplated hereby.

Section 13.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Reinsurer as of the Effective Time:

(a) Organization, Standing and Authority. The Company is a corporation duly organized and validly existing under the laws of the State of New York and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(b) Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Company, and, subject to the due execution and delivery by the Reinsurer, this Agreement is valid and the binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental Entity applicable to the Company or its properties or

assets that, individually or in the aggregate, have a material adverse effect on the Company's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Company, threatened against, at law or in equity, or before or by any Governmental Entity or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Company, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Company is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental Entity, or any agreement with, or condition imposed by, any arbitrator or Governmental Entity, binding upon, the Company, (iv) violate any Applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Company's business or necessary to enable the Company to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Company in connection with this Agreement or the transactions contemplated hereby.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1 Errors and Omissions. If any delay, omission, error or failure to pay amounts due or to perform any other act required by this Agreement is caused by mistake, misunderstanding or oversight, the Parties will equitably adjust the situation to what it would have been had the mistake, misunderstanding or oversight not occurred, and the reinsurance provided hereunder will not be invalidated. Should it not be possible to adjust the situation, it will be resolved in accordance with dispute resolution procedures mutually selected by the Parties.

Section 14.2 Offset and Recoupment. The Company or the Reinsurer may offset or recoup any undisputed balance or amount due from one Party to the other Party under this Agreement; provided, that in the event of the insolvency of the Company, offsets shall only be allowed in accordance with New York Insurance Law Section 7427. The right of setoff shall not be affected or diminished because of the insolvency of either Party.

Section 14.3 Expenses. Except as otherwise provided in this Agreement each Party shall bear its own costs and expenses incurred in connection with the transactions contemplated by this Agreement. All transfer, sales, use, value added, excise, stock transfer, documentary, stamp, recording, registration and any similar taxes that become payable as a result of the allocation of the Initial Reinsurance Assets to the Funds Withheld Account (including any real property transfer tax and any similar tax) shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Reinsurer.

Section 14.4 Parties to this Agreement. This is an agreement for indemnity reinsurance solely between the Company and the Reinsurer. The performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The acceptance of risks under this Agreement shall create no right or legal relationship between the Reinsurer and the insured, owner or beneficiary of any insurance policy or other contract of the Company.

Section 14.5 Authority. Neither the Company nor the Reinsurer shall have any power or authority to act for or on behalf of the other except as expressly granted herein or in the Administrative Services Agreement or Transition Services Agreement, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein. No employee or agent of either Party shall be considered an employee or agent of the other.

Section 14.6 No Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written approval of the other Party. Notwithstanding the foregoing, the Reinsurer shall not be prohibited from further transfer of risks accepted hereunder on a retrocession or other basis without the prior approval of the Company; provided that any transfer shall not relieve the Reinsurer of its obligations under this Agreement.

Section 14.7 Notices. Any notice, approval, request, consent, instruction, or other document to be given hereunder by any Party hereto to the other Party hereto will be delivered by personal delivery, overnight express or facsimile (followed by telephone confirmation with the intended recipient), as follows:

If to the Company, to:

Aviva Life and Annuity Company of New York
7700 Mills Civic Parkway
West Des Moines, Iowa 50266
Telephone: (515) 342-4588
Facsimile: (877) 522-2003
Attention: Richard C. Cohan
Email: rich.cohan@avivausa.com

with a copy (which shall not constitute notice) to:

Aviva Life and Annuity Company
c/o Athene Asset Management LLC
841 Apollo Street, Suite 150

El Segundo, California 90245
Telephone: (310) 698-4481
Fax: (310) 698-4492
Attention: Chief Executive Officer and Legal Department
Email: jbelardi@athene.com; legal@athene.com

and

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Reinsurer, to:

First Allmerica Financial Life Insurance Company
c/o Commonwealth Annuity and Life Insurance Company
132 Turnpike Road Suite 210
Southborough, Massachusetts 01772
Telephone: (508) 460-2408
Facsimile: (212) 493-9888
Attn: Scott Silverman, Esq.

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909 6647
Facsimile: (212) 909 6836
Attn: John M. Vasily, Esq.
Thomas M. Kelly, Esq.

or at such other address for a Party as will be specified by like notice. Each notice or other communication required or permitted under this Agreement that is addressed as provided in this [Section 14.7](#) will be deemed given upon delivery.

Section 14.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Company or the Reinsurer under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 14.9 Announcements. Except as required by Applicable Law or in connection with public disclosure to investors or analysts, the content and timing of public announcements by either Party concerning the transactions contemplated by this Agreement must be approved in advance by both Parties, but such approval shall not be unreasonably withheld, conditioned or delayed.

Section 14.10 Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits to this Agreement are attached hereto and are incorporated herein by reference. The provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) shall be deemed to control in the event of any inconsistency or conflict between the provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) and the Schedules, Annexes and Exhibits attached hereto.

Section 14.11 Entire Agreement. This Agreement (including all Exhibits, Annexes and Schedules hereto), and the Other Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, between the Parties with respect to the subject matter of this Agreement and such other agreements. Except as set forth in Sections 11.1 and 11.2 with respect to the Reinsurer Indemnified Parties and the Company Indemnified Parties, this Agreement is not intended to and shall not confer upon any Person other than the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns any rights or remedies.

Section 14.12 Binding Effect. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective permitted assignees and successors (including any liquidator, rehabilitator, receiver or conservator of a Party).

Section 14.13 Waiver and Amendment. This Agreement may be modified or amended only by a writing duly executed by the Company and the Reinsurer. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. A waiver must be in writing and must be executed by such Party. A waiver on any occasion shall not be deemed to be a waiver of the same or any term or condition on a future occasion.

Section 14.14 Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

Section 14.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Section 14.16 No Prejudice. The Parties agree that this Agreement has been jointly negotiated and drafted by the Parties hereto and that the terms hereof shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting.

Section 14.17 Governing Law; Jurisdiction; Enforcement.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules thereof.

(b) Subject to Section 10.1 and Section 10.2, each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, or for recognition and enforcement of any judgment in respect thereof. In any such action, suit or other proceeding, each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each party also agrees that any final and unappealable judgment against a party in connection with any action, suit or other proceeding shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each party agrees that any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered, sent or mailed in accordance with Section 14.7, constitute good, proper and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.17.

Section 14.18 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that the other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date first written above.

AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK

By: W. Jeffrey Heng
Name: W. JEFFREY HENG
Title: SVP

Signature Page to Non-Financed Funds Withheld Agreement

By: Nicholas H. von Moltke
Name: Nicholas H. von Moltke
Title: President and Chief Executive Officer

Signature Page to Non-Financed Funds Withheld Agreement

Schedule 1.1(i)

Assumed Reinsurance Agreements

None.

Schedule 1.1(ii)

Other Reinsurance

1. Automatic/Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated as of August 18, 2008.
2. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated as of August 18, 2008.
3. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and General Re, dated as of April 1, 2009.
4. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Hannover, dated as of August 16, 2010.
5. Automatic/Facultative YRT Reinsurance Agreement, by and between ALACNY and RGA, dated as of November 8, 2008.
6. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated as of November 8, 2008.
7. Automatic Yearly Renewable Term Reinsurance Agreement, by and between ALACNY and Canada Life, dated August 18, 2008.
8. Automatic YRT Reinsurance Agreement, by and between ALACNY and Scor, dated as of August 16, 2010.
9. Automatic Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of January 25, 2010.
10. Auto Self Administered YRT Reinsurance Agreement, by and between ALACNY and Swiss Re, dated as of August 16, 2010.

Section 2.11

Existing Interest Maintenance Reserve (Non-Financed NLG)

The Parties will work together to develop the IMR amortization schedule based upon the actual disposal information, producing an amortization schedule to be added to this agreement. At the time of this agreement's execution, the best estimates of IMR are

IMR (based on 8/31 experience): \$1,480,203

Annex A

List of Initial Reinsurance Assets¹

[See attached.]

¹ This Annex was prepared in accordance with the "GA_Master Report_Finalv3.xlsx" sent by Gina Cunningham on Wednesday October 2, 2013 at 9:58 a.m. EST. If there are any typographical or manifest errors, parties will work together to correct the Annex after the Effective Time.

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	055451AH1-1-526	01-Apr-19	055451AH1	BHP BILLITON FINANCE (USA) LTD	3,000,000.00	3,000,000.00	2,993,946.54	3,595,821.00	95,333.33
Available	05950WAF5-1-526	10-Jul-46	05950WAF5	BANC OF AMERICA COMMERCIAL MOR	6,000,000.00	6,000,000.00	5,992,346.11	6,582,402.00	24,414.00
Available	07387MAE9-1-526	11-Mar-39	07387MAE9	BEAR STEARNS COMMERCIAL MORTGA	6,000,000.00	6,000,000.00	5,986,530.12	6,506,490.00	24,310.00
Available	14170TAB7-1-513	01-Aug-19	14170TAB7	CAREFUSION CORP	1,000,000.00	1,000,000.00	989,072.92	1,144,714.00	9,916.67
Available	14912LD0-4-513	01-Oct-18	14912LD0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	14912LD0-1-525	01-Oct-18	14912LD0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	14912LD0-1-526	01-Oct-18	14912LD0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	14912LD0-1-527	01-Oct-18	14912LD0	CATERPILLAR FINANCIAL SERVICES	2,000,000.00	2,000,000.00	2,003,899.37	2,457,850.00	69,325.00
Available	205887AX0-1-529	15-Sep-30	205887AX0	CONAGRA FOODS INC	1,000,000.00	1,000,000.00	1,294,798.85	1,272,049.00	2,750.00
Available	24422EQF9-1-527	13-Apr-17	24422EQF9	JOHN DEERE CAPITAL CORP	3,000,000.00	3,000,000.00	2,992,862.02	3,383,691.00	75,166.67
Available	251799AA0-4-513	15-Apr-32	251799AA0	DEVON ENERGY CORPORATION	2,300,000.00	2,300,000.00	2,668,908.61	3,000,333.90	82,282.50
Available	25468PCR5-1-529	01-Dec-41	25468PCR5	WALT DISNEY COMPANY (THE)	3,000,000.00	3,000,000.00	2,965,833.60	2,788,764.00	39,875.00
Available	26441YAT4-1-526	15-Aug-19	26441YAT4	DUKE REALTY LP	1,000,000.00	1,000,000.00	999,717.05	1,244,023.00	9,625.00
Available	26884AAY9-1-527	15-Jul-20	26884AAY9	ERP OPERATING LIMITED PARTNERS	3,000,000.00	3,000,000.00	2,983,018.01	3,239,349.00	40,375.00
Available	278865AM2-1-526	08-Dec-41	278865AM2	ECOLAB INC	5,000,000.00	5,000,000.00	4,949,374.36	5,405,770.00	83,263.89
Available	316773CH1-1-526	01-Mar-38	316773CH1	FIFTH THIRD BANCORP	2,000,000.00	2,000,000.00	1,592,563.43	2,575,302.00	11,916.67
Available	36962G3P7-1-526	14-Jan-38	36962G3P7	GENERAL ELECTRIC CAPITAL CORP	3,000,000.00	3,000,000.00	2,993,153.84	3,311,754.00	35,739.58
Available	36962G4B7-1-526	10-Jan-39	36962G4B7	GENERAL ELECTRIC CAPITAL CORP	2,000,000.00	2,000,000.00	1,970,974.10	2,473,974.00	29,409.72
Available	37247DAL0-1-526	15-Dec-16	37247DAL0	GENWORTH FINANCIAL INC	2,000,000.00	2,000,000.00	1,997,512.93	2,371,132.00	48,875.00
Available	38141GFD1-2-513	01-Oct-37	38141GFD1	GOLDMAN SACHS GROUP INC/THE	2,675,000.00	2,675,000.00	2,779,975.99	2,825,787.08	88,275.00
Available	413875AN5-1-513	15-Dec-40	413875AN5	HARRIS CORPORATION	5,000,000.00	5,000,000.00	5,191,349.26	5,402,070.00	87,125.00
Available	427866AE8-1-526	15-Feb-21	427866AE8	HERSHEY COMPANY THE	1,000,000.00	1,000,000.00	1,038,175.60	1,304,331.00	10,266.67
Available	456866AG7-1-526	15-Aug-21	456866AG7	INGERSOLL-RAND CO.	1,000,000.00	1,000,000.00	1,028,137.83	1,273,876.00	10,500.00
Available	459056JS7-1-525	01-Sep-16	459056JS7	INTERNATIONAL BANK FOR RECONST	1,000,000.00	1,000,000.00	974,589.92	1,208,435.00	5,958.33
Available	459200AP6-2-528	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	2,000,000.00	2,000,000.00	2,285,321.39	2,713,696.00	45,916.67
Available	459200AP6-1-529	01-Dec-96	459200AP6	INTERNATIONAL BUSINESS MACHINE	2,000,000.00	2,000,000.00	2,284,225.01	2,713,696.00	45,916.67
Available	46625YQR7-1-526	12-Sep-37	46625YQR7	JP MORGAN CHASE COMMERCIAL MOR	9,500,000.00	9,500,000.00	9,405,278.91	10,009,798.50	33,585.14
Available	46629GAE8-1-513	12-May-45	46629GAE8	JP MORGAN CHASE COMMERCIAL MOR	4,000,000.00	3,937,184.57	3,721,958.04	4,319,182.03	15,787.24
Available	50179MAE1-1-526	15-Sep-39	50179MAE1	LB-UBS COMMERCIAL MORTGAGE TRU	5,000,000.00	5,000,000.00	4,695,147.74	5,501,105.00	11,937.78
Available	546268AG8-1-513	01-Dec-23	546268AG8	LOUISIANA LAND AND EXPLORATION	2,000,000.00	2,000,000.00	1,939,672.87	2,582,862.00	49,300.00
Available	565849AB2-1-526	15-Mar-32	565849AB2	MARATHON OIL CORP	2,900,000.00	2,900,000.00	2,956,608.39	3,437,892.00	6,573.33
Available	58013MEF7-2-513	01-Mar-38	58013MEF7	MCDONALDS CORPORATION	2,235,000.00	2,235,000.00	2,646,321.86	2,780,514.33	10,169.25
Available	61754JAF5-1-526	11-Jun-42	61754JAF5	MORGAN STANLEY CAPITAL I MSC_0	4,000,000.00	4,000,000.00	4,059,247.88	4,522,364.00	16,800.25
Available	61757LAE0-2-526	11-Jan-43	61757LAE0	MORGAN STANLEY CAPITAL I MSC_0	11,496,000.00	11,496,000.00	11,557,432.99	13,376,860.56	53,629.83
Available	655664AH3-1-526	15-Mar-28	655664AH3	NORDSTROM INC	2,000,000.00	2,000,000.00	2,018,110.88	2,465,212.00	4,633.33
Available	694308GE1-1-513	01-Mar-34	694308GE1	PACIFIC GAS & ELECTRIC CO	2,500,000.00	2,500,000.00	2,403,628.67	2,784,850.00	10,923.61
Available	70213BAA9-1-524	01-Jun-20	70213BAA9	PARTNERRE FINANCE B LLC	1,000,000.00	1,000,000.00	999,027.84	1,093,406.00	17,722.22
Available	718507BH8-1-527	15-Jul-18	718507BH8	CONOCOPHILLIPS	3,000,000.00	3,000,000.00	3,001,306.71	3,618,510.00	39,900.00
Available	74340XAN1-6-526	30-Oct-19	74340XAN1	PROLOGIS LP	2,000,000.00	2,000,000.00	1,996,030.17	2,450,422.00	60,229.17
Available	74432QBG9-1-526	15-Jun-19	74432QBG9	PRUDENTIAL FINANCIAL INC	2,000,000.00	2,000,000.00	2,029,931.20	2,472,012.00	41,791.67
Available	760759AN0-1-513	15-May-41	760759AN0	REPUBLIC SERVICES INC	3,000,000.00	3,000,000.00	2,983,226.03	3,217,602.00	62,700.00
Available	760759AN0-1-526	15-May-41	760759AN0	REPUBLIC SERVICES INC	3,000,000.00	3,000,000.00	2,983,226.03	3,217,602.00	62,700.00
Available	780641AH9-1-513	01-Oct-30	780641AH9	KONINKLIJKE KPN NV	1,000,000.00	1,000,000.00	1,257,101.13	1,279,597.00	40,944.44
Available	806605AG6-1-526	01-Dec-33	806605AG6	MERCK & CO INC	3,000,000.00	3,000,000.00	3,352,476.98	3,816,744.00	62,833.33
Available	822582AD4-1-513	15-Dec-38	822582AD4	SHELL INTERNATIONAL FINANCE BV	2,000,000.00	2,000,000.00	2,258,608.08	2,497,876.00	36,125.00
Available	842400FF5-1-526	15-Jan-37	842400FF5	SOUTHERN CALIFORNIA EDISON COM	3,800,000.00	3,800,000.00	3,781,472.05	4,253,005.60	42,180.00
Available	867914AH6-1-513	15-Feb-26	867914AH6	SUNTRUST BANKS INC	3,000,000.00	3,000,000.00	2,882,040.01	3,190,659.00	21,000.00
Available	87236YAA6-1-524	01-Dec-19	87236YAA6	TD AMERITRADE HOLDING CORPORAT	1,000,000.00	1,000,000.00	1,009,363.19	1,163,615.00	18,044.44
Available	88163VAD1-1-526	01-Feb-36	88163VAD1	TEVA PHARMACEUTICAL FINANCE LL	2,850,000.00	2,850,000.00	2,871,483.21	3,291,191.40	27,265.00
Available	8935268Z9-1-526	15-Jan-39	8935268Z9	TRANSCANADA PIPELINES LIMITED	3,957,000.00	3,957,000.00	4,560,512.96	5,290,006.46	60,344.25
Available	911308AA2-1-513	01-Apr-20	911308AA2	UNITED PARCEL SERVICE OF AMERI	2,000,000.00	2,000,000.00	2,026,373.60	2,604,080.00	81,888.89

Available?	Unique ID	Maturity Date	Sec ID	Description	Original Face	9/26/13 Par Value	9/26/13 Stat. Book Value	9/26/13 Market Value	Accrued Interest
Available	91159HHB9-1-525	15-Nov-16	91159HHB9	US BANCORP	17,000,000.00	17,000,000.00	16,972,175.82	17,501,942.00	137,133.33
Available				VALERO ENERGY					
	91913YAE0-1-513	15-Apr-32	91913YAE0	CORPORATION	2,500,000.00	2,500,000.00	2,715,756.15	2,924,780.00	84,375.00
Available	92857TAH0-1-526	15-Feb-30	92857TAH0	VODAFONE GROUP PLC	3,000,000.00	3,000,000.00	2,965,941.49	3,791,769.00	27,562.50
Available	931142BF9-1-513	15-Feb-30	931142BF9	WAL-MART STORES INC	2,000,000.00	2,000,000.00	2,427,088.77	2,686,728.00	17,616.67
Available				WASHINGTON ST CONV					
	93976AAH5-1-513	01-Jul-40	93976AAH5	CENTER PUBL	4,250,000.00	4,250,000.00	4,250,000.00	4,714,440.00	68,937.36
Available	94973VBB2-1-513	15-Jan-43	94973VBB2	WELLPOINT INC	3,424,000.00	3,424,000.00	3,262,721.65	3,155,760.42	31,843.20
Available	962166AS3-1-526	15-Jul-23	962166AS3	WEYERHAEUSER COMPANY	1,700,000.00	1,700,000.00	1,749,708.90	1,985,023.70	24,225.00
Available	98389BAH3-1-513	01-Jul-36	98389BAH3	XCEL ENERGY INC	2,500,000.00	2,500,000.00	2,483,244.05	3,016,802.50	38,819.44

Annex B

Net Settlements

[See attached.]

Monthly Accounting Report

For the Monthly Accounting Period ending on

Section 1: Policy cash flows to/(from) Ceding Company (gross)

First Year Premium (net of returns and refunds of premiums)	\$ —	
Renewal Premium (net of returns and refunds of premiums, including dividends)	—	
A TOTAL Premium		—
Full / Partial Surrenders, net of surrender charges	—	
Death Claims	—	
Matured Endowments	—	
Waiver of Premium and other benefit riders	—	
B TOTAL Claims		—
Premiums received on third-party reinsurance	—	
Claims paid on third-party reinsurance	—	
Commissions / expense allowances on third-party reinsurance	—	
Other Benefits paid/received on third-party reinsurance	—	
C Net third-party reinsurance		—
Renewal commissions	—	
D Total commissions		—

Section 2: Policy cash flows due to / (owed from) Reinsurer

E Net Policy Cash Flows (A - B +/- C - D)		—
x Quota Share		100%
F Reinsurer Share of Net Policy Cash Flows		—
G Net Settlement Amounts paid to/(by) Reinsurer during Period		—
	MM/DD/YYYY	—
H Policy Cash Flows due to/(owed from) Reinsurer (F - G)		—

Section 3 Quarterly Net Settlement Amount owed to / (from) Reinsurer

I Policy Cash Flows		—
Premiums Received	—	
x 1.8%	1.80%	
Premium Tax Allowance:	—	
- Premium Tax Allowance Prior Year True-up	—	
Guarantee Assessments Paid by the Company	—	
J Total Premium Taxes / Guarantee Assessments		—
K Miscellaneous		
a. Producer Payments and Commissions		—
L Quarterly Net Settlement Amount owed to / (from) Reinsurer		—

Section 4.1: Funds Withheld Account

M Statutory Carrying Value of Assets at Beginning Month		\$—
N Investment Income		—
O GSAM Investment Management Fees		—

P Realized Gains / (Losses)	—
Q Changes in Unrealized Gains for NAIC 6	—
R Statutory Impairments / Default Losses Realized	—
	MM/DD/YYYY —
	MM/DD/YYYY —
	MM/DD/YYYY —
	MM/DD/YYYY —

S Cash or other assets transferred (to) / from Reinsurer		—
	MM/DD/YYYY	—
	MM/DD/YYYY	—
	MM/DD/YYYY	—
	MM/DD/YYYY	—
T Cash or other assets transferred (to) / from Reinsurer_Retrocessionaire		—
U Statutory Carrying Value of Assets at End of Month (M + N - O +/- P +/- Q +/- R +/- S +/- T)		—
Assigned Hedge Costs		—
Assigned Hedge Proceeds		—
V Net hedge (costs) / proceeds due to/(from) Reinsurer		—
Policy Loan Interest Received		—
Policy Loan Principal Repayments		—
Less: Policy Loans Issued / Adjusted		—
W TOTAL Policy Loans		—
Section 5: Calculation of Funds Withheld Adjustment		
X Total Funds Withheld Account (U +/- V +/- W)		—
Y Amounts still owed from prior settlement		—
Z Ending Statutory Reserves		—
AA Funds Withheld Adjustment due from / (to) the Reinsurer (Z - X +/- Y)		—
AB Net Amount to Transfer (AA - L)		—

Annex C

EI Hedges

[See attached.]

All EI Hedges have been included on Annex C of the Coinsurance and Assumption Agreement, dated as the date hereof, by and between the Company and the Reinsurer. After the Effective Date, some of those EI Hedges may be allocated to this Agreement and that certain Funds Withheld Coinsurance Agreement, dated as the date hereof, by and between the Company and the Reinsurer.

Annex D

Life Reference Balance Sheet

[See attached.]

ALACNY Financed - US Bank Reference Balance Sheet
Assets and liabilities for ALACNY to transfer to FAFLIC
Illustrative, based on 8/31/2013 ALACNY balances
Debit (Credit)

	<u>US Bank</u>
	<u>Funds Withheld Treaty</u>
Cash	1,112,503
Deferred premium	646,476
Funds withheld receivable	187,114,613
Total assets	188,873,592
Life reserves - Statutory Reserve	(187,114,613)
Claim liability	(278,776)
Existing interest maintenance reserve	(1,480,203)
Total liabilities	(188,873,592)
Liabilities transferred in excess of assets transferred	—

US Bank

ALACNY - Life Reference Balance Sheet (Non-Financed NLB).xlsx

Distributed 9/24/2013

Annex E

Additional Life Reference Balance Sheet Assets

None.

Annex F

Policy List

[See attached.]

ALACNY Policy Listings — 2010-12 Block AXXX

BL28902580	BL28904510	BL06260110	BL06265060	BL06267990	BL06270860	BL06273880	BL06276810
BL28902590	BL28904530	BL06260150	BL06265130	BL06268000	BL06270880	BL06273950	BL06276820
BL28902630	BL28904650	BL06260200	BL06265140	BL06268050	BL06271000	BL06274180	BL06276860
BL28902680	BL28904660	BL06260340	BL06265150	BL06268060	BL06271070	BL06274190	BL06276890
BL28902750	BL28904700	BL06260370	BL06265160	BL06268130	BL06271160	BL06274380	BL06276900
BL28902770	BL28904840	BL06260400	BL06265330	BL06268160	BL06271170	BL06274440	BL06276930
BL28902860	BL28904860	BL06260410	BL06265430	BL06268170	BL06271190	BL06274480	BL06276960
BL28902930	BL28904890	BL06260760	BL06265440	BL06268190	BL06271230	BL06274580	BL06276970
BL28902970	BL28904920	BL06260930	BL06265450	BL06268210	BL06271240	BL06274640	BL06277010
BL28902990	BL28904940	BL06260990	BL06265460	BL06268400	BL06271400	BL06274650	BL06277070
BL28903060	BL28904960	BL06261010	BL06265500	BL06268460	BL06271410	BL06274660	BL06277080
BL28903090	BL28904970	BL06261190	BL06265590	BL06268490	BL06271420	BL06274790	BL06277110
BL28903100	BL28905000	BL06261300	BL06265630	BL06268550	BL06271430	BL06274850	BL06277130
BL28903120	BL28905030	BL06261310	BL06265690	BL06268680	BL06271450	BL06274860	BL06277180
BL28903160	BL28905060	BL06261350	BL06265720	BL06268690	BL06271490	BL06274870	BL06277230
BL28903180	BL28905090	BL06261400	BL06265760	BL06268740	BL06271510	BL06274880	BL06277240
BL28903210	BL28905140	BL06261410	BL06265790	BL06268770	BL06271520	BL06274920	BL06277250
BL28903240	BL28905190	BL06261420	BL06265820	BL06268820	BL06271630	BL06274980	BL06277280
BL28903280	BL28905210	BL06261540	BL06265880	BL06268920	BL06271650	BL06275110	BL06277290
BL28903310	BL28905240	BL06261610	BL06265930	BL06268950	BL06271720	BL06275140	BL06277310
BL28903330	BL28905270	BL06261620	BL06265950	BL06269020	BL06271750	BL06275180	BL06277340
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BL28903390	BL28905310	BL06261760	BL06266010	BL06269150	BL06271820	BL06275230	BL06277440
BL28903400	BL28905330	BL06261770	BL06266050	BL06269180	BL06271840	BL06275270	BL06277490
BL28903440	BL28905370	BL06261870	BL06266060	BL06269200	BL06271870	BL06275340	BL06277510
BL28903480	BL28905380	BL06261940	BL06266080	BL06269210	BL06271890	BL06275350	BL06277610
BL28903520	BL28905400	BL06262030	BL06266090	BL06269290	BL06271910	BL06275370	BL06277620
BL28903580	BL28905410	BL06262360	BL06266100	BL06269310	BL06272030	BL06275390	BL06277740
BL28903600	BL28905510	BL06262400	BL06266150	BL06269380	BL06272050	BL06275410	BL06277750
BL28903610	BL28905530	BL06262440	BL06266170	BL06269390	BL06272120	BL06275420	BL06277780
BL28903620	BL28905570	BL06262600	BL06266180	BL06269400	BL06272180	BL06275440	BL06277820
BL28903670	BL28905590	BL06263010	BL06266200	BL06269430	BL06272210	BL06275450	BL06277830
BL28903680	BL28905630	BL06263030	BL06266260	BL06269500	BL06272270	BL06275470	BL06277860
BL28903710	BL28905660	BL06263040	BL06266350	BL06269570	BL06272280	BL06275490	BL06277870
BL28903730	BL28905710	BL06263100	BL06266370	BL06269600	BL06272340	BL06275640	BL06277830
BL28903830	BL28905720	BL06263150	BL06266380	BL06269610	BL06272430	BL06275710	BL06277830
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BL28903880	BL28905760	BL06263260	BL06266420	BL06269690	BL06272680	BL06275750	BL06277830
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COINSURANCE AGREEMENT

between

LIBERTY LIFE INSURANCE COMPANY

and

PROTECTIVE LIFE INSURANCE COMPANY

Dated as of April 29, 2011

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COINSURANCE AGREEMENT

Coinsurance Agreement, dated as of April 29, 2011 (this "Agreement"), between Liberty Life Insurance Company, a South Carolina insurance company (the "Company"), and Protective Life Insurance Company, a Tennessee insurance company (the "Reinsurer"; each of the Company and the Reinsurer, a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Company desires to cede or retrocede to the Reinsurer certain risks under certain life and health insurance policies issued and reinsured by it; and

WHEREAS, the Reinsurer desires to reinsure such policies from the Company on the terms and conditions stated herein; and

WHEREAS, the Company and the Reinsurer intend that the basis of the reinsurance shall be 100% coinsurance by the Reinsurer; and

WHEREAS, the Company and the Reinsurer intend that the Reinsurer will provide certain administrative services for policies reinsured hereunder, and the Company and the Reinsurer have entered into an Administrative Services Agreement of dated as of the date hereof (the "Administrative Services Agreement") pursuant to which the Reinsurer shall provide such administrative services on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Company and the Reinsurer hereby agree as follows:

ARTICLE I
COINSURANCE

Section 1.1 Scope and Basis of Reinsurance. This Agreement applies to each and every of the Policies (a) issued by the Company and in force as of the Effective Time (the "Existing Direct Reinsured Policies"), (b) issued by the Company after the Effective Time in accordance with Section 5.4, 5.5(a) and 5.6 hereof (the "New Direct Reinsured Policies") and, together with the Existing Direct Reinsured Policies, the "Direct Reinsured Policies"), (c) reinsured by the Company under the terms of any Assumed Reinsurance Agreement as of the Effective Time (the "Existing Indirect Reinsured Policies") and (d) reinsured by the Company after the Effective Time pursuant to the terms of any of the

Assumed Reinsurance Agreements (the “New Indirect Reinsured Policies”, together with the Existing Indirect Reinsured Policies, the “Indirect Reinsured Policies” and the Indirect Reinsured Policies together with the Direct Reinsured Policies, the “Reinsured Policies”). Except as expressly provided herein, this Agreement does not reinsure any Policy written by the Company, or as to which the Company otherwise incurs or assumes liability, after the Effective Time.

Section 1.2 Reinsuring Clause; Extra Contractual Obligations. Subject to the terms and conditions of this Agreement, the Company hereby cedes and the Reinsurer hereby reinsures on a coinsurance basis as of the Effective Time, 100% (the “Reinsurer’s Share”) of all Reinsured Liabilities arising under or relating to the Reinsured Policies. In addition to Reinsurer’s coinsurance of the Reinsurer’s Share of the Reinsured Liabilities pursuant to the preceding sentence, the Reinsurer hereby accepts and agrees to assume and discharge the Reinsurer’s Share of Extra Contractual Obligations other than Excluded Liabilities. Except as set forth herein, the Reinsurer does not assume any other liabilities of any kind or description, whether known or unknown, contingent or otherwise.

Section 1.3 Transfer of Assets and Ceding Commission.

(a) Coinsurance Premium.

(i) On the Effective Date, the Company will transfer to the Reinsurer an initial coinsurance premium with respect to the Reinsured Policies consisting of cash, cash equivalents and the assets set forth on Annex A (with such additions or substitutions as may be determined by the Reinsurer) (the “Transferred Assets”) with an aggregate Value determined three Business Days prior to the Effective Date equal to the following amount: (1) Reinsurer’s Share of the Statutory Reserves held by the Company with respect to the Reinsured Policies as of the Effective Time, *plus* (2) the Reinsurer’s Share of the Interest Maintenance Reserve attributable to the Transferred Assets, *minus* (3) the Reinsurer’s Share of the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (4) the Reinsurer’s Share of net due and deferred Premiums on the Reinsured Policies, in each case determined in accordance with SAP, consistently applied (such amount, “Initial Coinsurance Premium”); provided that, notwithstanding anything to the contrary in this Agreement, solely for purposes of calculating the Initial Coinsurance Premium, the term “Reinsured Policies” shall include the portion of the Policies from which Net Retained Liabilities arise. In addition, the Company hereby sells, assigns, transfers

and delivers to the Reinsurer as reinsurance premium, on the Effective Date effective as of the Effective Time, all of Company's right, title and interest (w) under the Reinsured Policies to receive principal and interest paid on policy loans, (x) in the Premiums, (y) in agent debit balances as of the Effective Date with respect to the Reinsured Policies and the Net Retained Liabilities and (z) in the real property listed on Schedule 1.3(a)(i) hereto, free and clear of any liens or other encumbrances. To the extent the foregoing sentence is ineffective to transfer the type of asset described, the Company agrees to execute and record all additional instruments, bills of sale, deeds and other documents necessary to transfer such asset as soon practicable after the Effective Date.

(ii) The amount of the Initial Coinsurance Premium paid on the Effective Date shall be determined on an estimated basis (the Estimated Initial Coinsurance Premium) as follows: (1) with respect to each of the items set forth in clauses (1), (3) and (4) of the definition of "Initial Coinsurance Premium," the portion of the Estimated Initial Coinsurance Premium attributable to such item shall be equal to the amount for such item set forth on the Estimated Balance Sheet delivered to the Reinsurer pursuant to the Stock Purchase Agreement and (2) with respect to the item set forth in clause (2) of the definition of "Initial Coinsurance Premium," the portion of the Estimated Initial Coinsurance Premium attributable to such item shall be determined by the Reinsurer in good faith on an estimated basis as of the date that is three Business Days prior to the Effective Date.

(iii) On the Effective Date, the Reinsurer shall deliver to the Company a statement setting forth (1) the amount of the Estimated Initial Coinsurance Premium and (2) the final list of Transferred Assets, in each case, determined as of the date that is three Business Days prior to the Effective Date.

(iv) Within five Business Days following the date on which the Purchase Price Adjustment Materials and the determination of the amounts set forth therein become final and binding pursuant to the penultimate sentence of Section 2.6(e) of the Stock Purchase Agreement (the "True-Up Date"), the Reinsurer shall deliver to the Company a statement (the "Initial Coinsurance Premium Reconciliation Statement") prepared in good faith by the Reinsurer setting forth the actual amount of the Initial Coinsurance Premium *minus* the Net Retained Liabilities Initial Coinsurance Premium Adjustment as of the True-Up Date (the "Actual Initial Coinsurance Premium"), the calculation of each of items (1) through (4) of the definition of "Initial Coinsurance Premium" and the

Value of the Transferred Assets as of the Effective Date; provided that if the True-Up Date has not occurred on or prior to the date that is seventy-five days following the Effective Date, (x) the Reinsurer shall deliver to the Company a statement setting forth the Reinsurer's good faith estimate of the Net Retained Liabilities Initial Coinsurance Premium Adjustment as of such date that is seventy-five days following the Effective Date and the Reinsurer shall pay the Company an amount of cash equal to the amount set forth in such statement within four Business Days of delivery of such statement and (y) for purposes of preparing the Initial Coinsurance Premium Reconciliation Statement and calculating the Actual Initial Coinsurance Premium and the Initial Coinsurance Premium Adjustment, the Net Retained Liabilities Initial Coinsurance Premium Adjustment shall be reduced by the amount of cash, if any, received by the Company from the Reinsurer pursuant to clause (x) of this Section 1.3(a) (iv). With respect to each of the items set forth in clauses (1), (3) and (4) of the definition of "Initial Coinsurance Premium," the portion of the Actual Initial Coinsurance Premium attributable to such item shall be equal to the amount for such item set forth on the Final Balance Sheet. With respect to the item set forth in clause (2) of the definition of "Initial Coinsurance Premium," the portion of the Actual Initial Coinsurance Premium attributable to such item shall be the actual Interest Maintenance Reserves attributable to the Transferred Assets as of the Effective Date. The "Initial Coinsurance Premium Adjustment" shall be equal to the following amount (whether positive or negative): (1) the difference (whether positive or negative) between the Actual Initial Coinsurance Premium *minus* the Estimated Initial Coinsurance Premium, *minus* (2) the difference (whether positive or negative) between the Value of the Transferred Assets determined in connection with the calculation of the Estimated Initial Coinsurance Premium pursuant to Section 1.3(a)(i) *minus* the Value of the Transferred Assets on the Effective Date, *minus* (3) the Net Retained Liabilities Earned Interest. If the Initial Coinsurance Premium Adjustment is positive, then the Company shall pay to the Reinsurer an amount of cash equal to the Initial Coinsurance Premium Adjustment within five Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.2, together with an amount of interest on the portion of the Initial Coinsurance Premium Adjustment not attributable to the Net Retained Liabilities Initial Coinsurance Premium Adjustment at the Applicable Rate (as such term is defined in the Stock Purchase Agreement) calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Initial Coinsurance Premium Adjustment is negative, then the Reinsurer shall pay to the Company an amount in cash equal to the absolute value of the Initial Coinsurance

Premium Adjustment within five Business Days after the Initial Coinsurance Premium Adjustment is finalized pursuant to Section 10.2, together with an amount of interest on the portion of the Initial Coinsurance Premium Adjustment not attributable to the Net Retained Liabilities Initial Coinsurance Premium Adjustment at the Applicable Rate (as such term is defined in the Stock Purchase Agreement) calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(b) Ceding Commission.

(i) In consideration of the reinsurance ceded hereunder, on the Effective Date the Reinsurer shall pay the Company a ceding commission in cash of an amount (the "Ceding Commission") equal to (1) the sum of (A) \$200,500,000 and (B) the Reinsurer's Share of the aggregate of all Discounted Interest Maintenance Reserve Amortization for the Transferred Assets, *minus* (2) the Life NB Amount.

(ii) The amount of the Ceding Commission paid on the Effective Date shall be determined by the Reinsurer in good faith on an estimated basis (such amount, the "Estimated Ceding Commission") as follows: (1) with respect to the item set forth in clause (1)(B) of the definition of "Ceding Commission," the portion of the Estimated Ceding Commission attributable to such item shall be determined by the Reinsurer in accordance with Annex C and (2) with respect to the item set forth in clause (2) of the definition of "Ceding Commission," the portion of the Estimated Ceding Commission attributable to such item shall be equal to the amount for such item set forth on the Estimated NB Volume Adjustment Schedule delivered to the Reinsurer pursuant to the Stock Purchase Agreement.

(iii) On the Effective Date, the Reinsurer shall deliver to the Company a statement setting forth the amount of the Estimated Ceding Commission, determined as of the date that is three Business Days prior to the Effective Date.

(iv) Within five Business Days following the True-Up Date, the Reinsurer shall deliver to the Company a statement (the "Ceding Commission Reconciliation Statement") prepared in good faith by the Reinsurer setting forth the actual amount of the Ceding Commission *minus* the amount of the Net Retained Liabilities Initial Ceding Commission Adjustment as of the True-Up Date (the "Actual Ceding Commission") and the calculation of each of items (1)(A), (1)(B) and (2) of the definition

of "Ceding Commission"; provided that if the True-Up Date has not occurred on or prior to the date that is seventy-five days following the Effective Date, (x) the Reinsurer shall deliver to the Company a statement setting forth the Reinsurer's good faith estimate of the Net Retained Liabilities Initial Ceding Commission Adjustment as of such date that is seventy-five days following the Effective Date and the Company shall pay the Reinsurer an amount of cash equal to the amount set forth in such statement within four Business Days of delivery of such statement and (y) for purposes of preparing the Ceding Commission Reconciliation Statement and calculating the Actual Ceding Commission and the Ceding Commission Adjustment, the portion of the Actual Ceding Commission attributable to the Net Retained Liabilities Initial Ceding Commission Adjustment shall be reduced by the amount of cash, if any, received by the Reinsurer from the Company pursuant to clause (x) of this Section 1.3(b) (iv). With respect to the item set forth in clause (1)(B) of the definition of "Ceding Commission," the portion of the Actual Ceding Commission attributable to such item shall be determined by the Reinsurer in accordance with Annex D. With respect to the item set forth in clause (2) of the definition of "Ceding Commission," the portion of the Actual Ceding Commission attributable to such item shall be equal to the amount for such item set forth on the Final NB Volume Adjustment Schedule. The "Ceding Commission Adjustment" shall be equal to the following amount (whether positive or negative): (1) the difference (whether positive or negative) between the Actual Ceding Commission *minus* the Estimated Ceding Commission, *minus* (2) the Net Retained Liabilities Ceding Commission Interest. If the Ceding Commission Adjustment is positive, then the Reinsurer shall pay to the Company an amount of cash equal to the Ceding Commission Adjustment within five Business Days after the Ceding Commission Adjustment is finalized pursuant to Section 10.2, together with an amount of interest on the portion of the Ceding Commission Adjustment not attributable to the Net Retained Liabilities Initial Ceding Commission Adjustment at the Applicable Rate (as such term is defined in the Stock Purchase Agreement) calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Ceding Commission Adjustment is negative, then the Company shall pay to the Reinsurer an amount of cash equal to the absolute value of the Ceding Commission Adjustment within five Business Days after the Ceding Commission Adjustment is finalized pursuant to Section 10.2, together with an amount of interest on the portion of the Ceding Commission Adjustment not attributable to the Net Retained Liabilities Initial Ceding Commission Adjustment at the Applicable Rate (as such term is defined in the Stock Purchase Agreement) calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

(c) Net Retained Liabilities Cash Adjustment. From the Effective Time until the Net Retained Liabilities True-Up Date, (i) the Company shall pay the Reinsurer an amount equal to the premiums and considerations, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, received or collected by the Company during such period in respect of the portion of the Policies from which Net Retained Liabilities arise and (ii) the Reinsurer shall pay to the Company an amount equal to the obligations, including any and all death claims, cash surrender benefits, policyholder dividends, commissions and similar amounts, arising out of or relating to the portion of the Policies from which Net Retained Liabilities arise (including Extra Contractual Obligations, but excluding the Excluded Liabilities) incurred by the Company during such period. The payment of such amounts shall be reflected in the Net Settlement for each month ending prior to the Net Retained Liabilities True-Up Date and for the month in which the Net Retained Liabilities True-Up Date occurs. Following the Net Retained Liabilities True-Up Date, the Reinsurer shall deliver to the Company a statement (the "Net Retained Liabilities Cash Reconciliation Statement") setting forth the Reinsurer's good faith estimate of the difference (whether positive or negative) between (x) the aggregate amount paid to the Reinsurer pursuant to the first sentence of this Section 1.3(c) attributable each Net Retained Liability that remained a Net Retained Liability on the Net Retained Liabilities True-Up Date *minus* (y) the aggregate amount paid to the Company pursuant to the first sentence of this Section 1.3(c) attributable each Net Retained Liability that remained a Net Retained Liability on the Net Retained Liabilities True-Up Date (such difference, the "Net Retained Liabilities Cash Adjustment"). If the Net Retained Liabilities Cash Adjustment is positive, then the Reinsurer shall pay to the Company an amount of cash equal to the Net Retained Liabilities Cash Adjustment within five Business Days after the Net Retained Liabilities Cash Adjustment is finalized pursuant to Section 10.2, together with an amount of interest on such payment at the Applicable Rate (as such term is defined in the Stock Purchase Agreement) calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment. If the Net Retained Liabilities Cash Adjustment is negative, then the Company shall pay to the Reinsurer an amount of cash equal to the absolute value of the Net Retained Liabilities Cash Adjustment within five Business Days after the Net Retained Liabilities Cash Adjustment is finalized pursuant to Section 10.2, together with an amount of interest on such payment at the Applicable Rate (as such term is defined in the Stock Purchase Agreement) calculated on the basis of a 360-day year for the actual number of days elapsed, accrued from the Effective Date until, but not including, the date of payment.

Section 1.4 Net Retained Liabilities. The Company and the Reinsurer will cooperate to obtain all waivers and consents necessary in order to reinsure 100% of the

Net Retained Liabilities under this Agreement. The Company and the Reinsurer shall use their reasonable best efforts to obtain any such waivers and consents (it being understood that the Reinsurer's executive officers directly responsible for the Life Reinsurer's relationships with reinsurers shall, to the extent reasonably appropriate, be personally engaged in that process) and promptly advise the other Party of any communications with respect to any such waivers and consents. All correspondence from either the Company or the Reinsurer to any Person from whom such a waiver or consent is sought shall be in a form approved by the other Party; provided that any such approval by the Company shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and expense, the Company shall effect any such action with respect to such waivers and consents as the Reinsurer shall reasonably request, including sending correspondence requesting such waivers and consents in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. To the extent that after the Effective Time, any such waivers or consents are obtained to reinsure a Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, then the liability and obligation pertaining to such Policy shall no longer be deemed a Net Retained Liability for purposes of this Agreement and the liability and obligation pertaining to such Policy shall be reinsured hereunder effective as of the date of such consent, waiver or agreement by the Parties, as applicable. In addition, with respect to any such waiver or consent that is obtained after the Net Retained Liabilities True-Up Date, (i) the Company shall pay the Reinsurer an amount of cash equal to the Net Retained Liability Reserve Transfer Amount with respect to such Net Retained Liability for which waiver or consent was obtained and (ii) the Reinsurer shall pay the Company an amount of cash equal to the Net Retained Liability Ceding Commission Amount with respect to such Net Retained Liability for which waiver or consent was obtained. For the avoidance of doubt, prior to obtaining any such required consents or waivers, the portion of each Policy from which Net Retained Liabilities arise shall not be deemed to constitute a Reinsured Policy for purposes of this Agreement; provided that the Reinsurer shall provide administrative services with respect to any Net Retained Liabilities (and the associated Policies) pursuant to the Administrative Services Agreement.

Section 1.5 Producer Payments. The Reinsurer hereby assumes the liability of the Company and agrees that it shall be financially responsible for Producer Payments due in respect of premiums collected and received. The Company hereby designates the Reinsurer as "paying agent" to make such Producer Payments directly to the applicable Producers from and after the Effective Date. The Company shall act at the Reinsurer's written direction and cost to exercise all rights of the Company relating to the Reinsured Policies under the terms of the Producer Agreements, including, without limitation, any rights to suspend or terminate Producer Payments to such Producers for any reason or cause set forth in the Producer Agreements, and the Company hereby transfers and

assigns to the Reinsurer all of its rights under such Producer Agreements, but in each case only to the extent such rights thereunder relate to the Reinsured Policies; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer.

Section 1.6 Guaranty Fund Assessments and Premium Taxes.

(a) Guaranty Funds Assessments. In the event the Company is required to pay an assessment on or after the Effective Date in respect of the Reinsured Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction, the portion, if any, of such assessment that relates to such Reinsured Policies shall be reimbursed by the Reinsurer.

(b) Premium Taxes. The Reinsurer shall pay to the Company a provision for premium taxes and other charges, fees, taxes and assessments, including retaliatory taxes (collectively, "Premium Taxes"), incurred on or after the Effective Date in connection with premiums written or received under the Reinsured Policies. The provision for Premium Taxes shall be estimated at 2.5% of premiums received under the Reinsured Policies, as calculated on a monthly basis, and shall be paid by the Reinsurer to the Company as part of the monthly settlement pursuant to Section 6.4 and adjusted annually to an actual rate for each year as part of the monthly settlement pursuant to Section 6.4 for the second calendar month of the following year, with such monthly settlement to reflect the difference between actual Premium Taxes in respect of the Reinsured Policies (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 1.6(a)) and estimated Premium Taxes.

Section 1.7 Other Reinsurance. This Agreement is written on a "gross" basis and thus the costs and benefits of Other Reinsurance inuring on the Reinsured Policies are intended to be borne by the Reinsurer. Other Reinsurance with respect to the Reinsured Policies shall be deemed to be inuring to the Reinsurer's benefit for all purposes of this Agreement and shall be accounted for herein such that Reinsurer participates in the Reinsurer's Share of any premiums, benefits, recoveries, ceding or expense allowances, other allowances and other adjustments as such amounts and such risks are paid, received or otherwise collected by the Company with respect to such Other Reinsurance, it being understood that the Reinsurer shall bear all risk of collecting third party reinsurance. Risks under the terms of any agreement of Other Reinsurance as shall be terminated or recaptured with the Reinsurer's consent shall be ceded automatically hereunder to the Reinsurer without any further action required subject to the receipt by Reinsurer of its proportional Reinsurer's Share of any reserve transfer or similar transfer or settlement amount received by the Company from the applicable third party reinsurer. The Reinsurer shall pay any resulting special transfer or recapture fee incurred by the Company. The Company covenants that absent the specific prior written consent of the Reinsurer, the Company shall enter into no further reinsurance cession with respect to any of the Reinsured Policies.

Section 1.8 Policy Changes and Non-Guaranteed Elements.

(a) Policy Changes. The Company agrees that it shall not make any changes in the provisions and conditions of a Reinsured Policy or an Assumed Reinsurance Agreement except with the Reinsurer's prior written consent or to the extent that any change to the terms of any Reinsured Policy is required by applicable Law, in which case the Company shall consult with the Reinsurer as to any such change.

(b) Non-Guaranteed Elements. The Company shall establish cost of insurance charges, loads and expense charges, credited interest rates, mortality and expense charges, administrative expense risk charges, and policyholder dividends, as applicable, under the Policies ("Non-Guaranteed Elements"), taking into account the recommendations of the Reinsurer with respect thereto. The Reinsurer may, from time to time, make recommendations to the Company with respect to Non-Guaranteed Elements so long as the recommendations comply with the written terms of the Policies, applicable Law and Actuarial Standards of Practice promulgated by the Actuarial Standard Board governing redetermination of non-guaranteed charges. The Company shall fully consider any such recommendations and act reasonably and in good faith in determining whether any such recommendations be accepted and shall not unreasonably delay implementation of any accepted recommendations more than ten Business Days after such recommendations are provided in writing; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of the Company's acceptance and implementation of the Reinsurer's recommendations. Notwithstanding the foregoing, the Company shall establish Non-Guaranteed Elements only in a manner no less favorable to policyholders than those that would have been provided based on the Company's documented procedures in effect on the Effective Date or, in the absence of such documented procedures, in a manner no less favorable to policyholders than those that would have been provided based on the historical practices employed by the Company in establishing Non-Guaranteed Elements in respect of the Policies.

Section 1.9 Ownership of Premiums. Payment of Premiums to the Reinsurer, as Administrator pursuant to the Administrative Services Agreement, by or on behalf of a policyholder shall be deemed received by the Company. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Date by the Company for premiums, fees or other payments on or in respect of the Reinsured Policies shall be held in trust by the Company for the benefit of the Reinsurer and shall be immediately transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to

the Reinsured Policies that are payable to, or to the order of, the Company and received by the Reinsurer under this Agreement. As between the Parties, the Reinsurer shall be deemed owner of all such payments.

Section 1.10 Security Interest.

(a) The Parties intend the Company's assignment pursuant to the last sentence of Section 1.3(a)(i) to be a present assignment of all of the Company's rights, title and interest and not an assignment as collateral. However, to the extent that such assignment is not recognized as a present assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance to the Reinsurer, the Company does hereby grant, bargain, sell, convey, assign and otherwise pledge to the Reinsurer, all of the Company's right, title and interest, if any (legal, equitable or otherwise) to all Premiums, fees and other payments due or made after the Effective Date under the Reinsured Policies (and any lockbox or account set up for the receipt of said Premiums, fees and other payments after the Effective Date) (the "Collateral") to secure all of the Company's obligations under this Agreement.

(b) Upon the failure of the Company to fully perform any of its material obligations under this Agreement, which failure is not caused by the Reinsurer as Administrator and remains uncured ten days after written notice thereof is received by the Company, the Reinsurer shall have, in addition to all other rights under this Agreement or under applicable Law, the following rights:

(i) the right to exercise all rights and remedies granted a secured party under the Uniform Commercial Code, as said code has been enacted in the State of South Carolina, the State of Tennessee, the State of Alabama, or any other applicable jurisdiction (the "UCC"), as though all the Collateral constituted property subject to a security interest under Article 9 thereof;

(ii) the right to set off;

(iii) the right to intercept and retain monies and property in any lockbox and otherwise;

(iv) without giving rise to any right to double recovery under this Section 1.10 and Section 11.2, the right to reasonable attorneys' fees incurred in connection with the enforcement of this Agreement or in connection with disposition of the Collateral; and

(v) the right to dispose of the Collateral, subject to commercial reasonableness.

(c) This Section 1.10 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement, including Section 1.1, Section 1.2, Section 1.3, Section 1.9, Section 6.4 and Section 11.1, and the intent of this Agreement, the Company retained ownership of or any rights in the Collateral, the Reinsurer's rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 1.10 be interpreted as such.

(d) Nothing contained herein shall be construed to support the conclusion that the Company will retain any ownership of or any rights in the Collateral after the Effective Time or to support the conclusion that the Reinsurer does not acquire full ownership thereof as of the Effective Time.

(e) The Company shall execute and deliver and the Reinsurer is authorized to execute and deliver any and all financing statements reasonably requested by the Reinsurer to the extent that it may appear appropriate to the Reinsurer to file such financing statements in order to perfect the Reinsurer's title under Article 9 of the UCC to any and all Premiums and any and all other Collateral and the Company shall do such further acts and things as Reinsurer may request in order that the security interest granted hereunder may be maintained as a first perfected security interest.

ARTICLE II REINSURANCE LIABILITY

Section 2.1 Reinsurance Liability. The reinsurance by Reinsurer of the Reinsured Policies is subject to the same rates, conditions, limitations and restrictions as the insurance under the Reinsured Policies written by the Company on which the reinsurance is based. The liability of Reinsurer hereunder on the terms described herein begins on the Effective Date and, subject to Article IX hereof, the liability of Reinsurer on any Reinsured Policy will terminate as and when all liability of the Company with respect to such Reinsured Policy terminates.

Section 2.2 Other Reinsurance.

(a) The Company agrees that other than as provided expressly in this Agreement, it shall take any actions reasonably requested by the Reinsurer to maintain in full force and effect each of the Other Reinsurance Agreements and to perform fully each of its obligations thereunder. The Company may not modify, amend or terminate any Other Reinsurance Agreement or waive any of its rights under any such agreement without the Reinsurer's prior written consent and shall fully enforce, at the expense of the Reinsurer, all of its rights thereunder, including, without limitation, at the Reinsurer's request, requiring the collateralization by the third party reinsurer of reserve balances and other amounts thereunder. With the Reinsurer's consent, the Company may exercise any right

it may have to recapture risks ceded thereby under any of the Other Reinsurance Agreements or to otherwise terminate any such agreement and shall, at the Reinsurer's instruction and expense, effect any such action with respect to the management or administration of the Other Reinsurance as the Reinsurer shall reasonably request, including, without limitation, termination or recapture, as may be available under or with respect to the terms of any Other Reinsurance Agreement; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by the Reinsurer. The Company agrees that it shall, at the direction of the Reinsurer, pursue commercially reasonable management and collection efforts with respect to the Other Reinsurance and, in general, will cooperate with the Reinsurer in the management of the Other Reinsurance.

(b) Following the Effective Date, at the Reinsurer's request and expense, the Company shall cooperate with the Reinsurer and use its reasonable best efforts to novate any Other Reinsurance from the Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Company shall promptly advise the Reinsurer of any communications with respect to any such proposed novation. All correspondence from either the Company or the Reinsurer to any reinsurer under Other Reinsurance in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and expense, the Company shall effect any such action with respect to any such proposed novation as Reinsurer shall reasonably request, including sending correspondence requesting that an Other Reinsurance Agreement be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer; provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any such action so requested by Reinsurer. For the avoidance of doubt, the Seller shall not be obligated to take any action or cause the Company to take any action in connection with this Section 2.2(b).

(c) The recoverability of the Other Reinsurance from reinsurers shall be at the risk of and for the account of the Reinsurer. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to pursue any claims it may have for indemnification to which it may be entitled in connection with the Other Reinsurance unless requested to do so by the Reinsurer and at the expense of the Reinsurer. In no event shall any such right to indemnification reduce the Reinsurer's responsibility for the risk of all Other Reinsurance.

Section 2.3 Disclaimer. The Company has no duty of utmost good faith or other similar duty of disclosure in connection with the cession of liabilities from the Company to the Reinsurer as of the Effective Time, which the Company expressly disclaims, and makes no representations or warranties to the Reinsurer in connection with the cession of liabilities from the Company and the Reinsurer as of the Effective Time, other than those expressly contained in this Agreement; provided, however, that the Reinsurer reserves all

of its rights and remedies in respect of any such duty of utmost good faith or other similar duty of disclosure of the Company arising after the Effective Time to the extent information relating to the liabilities reinsured hereunder has not been disclosed, or is not otherwise available, to the Reinsurer, including in its capacity as Administrator, or any of its designees or agents.

ARTICLE III
CERTAIN FINANCIAL PROVISIONS

Section 3.1 Provision of Security by the Reinsurer.

(a) On the Effective Date, the Reinsurer shall establish and fund with an amount of cash and assets having a Statutory Book Value equal to the Required Balance calculated by the Reinsurer as of the Effective Date a trust account (the "Trust Account") with a Qualified United States Financial Institution unaffiliated with the Reinsurer and the Company and which is reasonably acceptable to the Reinsurer and the Company (the "Trustee") at the sole cost and expense of the Reinsurer naming the Company as sole beneficiary until such time as a Trust Account is no longer required pursuant to Section 3.1(b) and shall enter into the Trust Agreement to provide security for the payment of amounts due the Company under this Agreement. The Reinsurer shall transfer or pay into the Trust Account, and shall thereafter maintain in the Trust Account, until such time as a Trust Account is no longer required pursuant to Section 3.1(b), cash and assets managed by the Reinsurer in accordance with guidelines (including concentration limits, applied on a percentage of assets basis rather than a percentage of capital basis) applied by the Reinsurer generally for its own general investments supporting insurance liabilities having a Statutory Book Value determined in good faith by Reinsurer on a quarterly basis to be not less than the Required Balance. In lieu of entering into the Trust Agreement and establishing and funding the Trust Account in the manner set forth in this Section 3.1, Reinsurer may instead, with the Company's consent (which consent shall not be unreasonably withheld or delayed), elect to provide to the Company substantially equivalent security as would be provided by the Trust Account such as by providing unconditional letters of credit, performance guarantees or other similar collateralization.

(b) For purposes of this Agreement, the term "Required Balance", as of any date of determination, means an amount equal to the Reinsurer's Share of the Statutory Reserves which would be appropriately held by the Company with respect to the Reinsured Policies as of such date of determination assuming such Statutory Reserves are gross of any statutory reserve credit taken by the Company for this Agreement and calculated in accordance with SAP, reduced by credit for reinsurance taken by the Reinsurer in respect of Financed Amounts as of such date of determination and net of the Reinsurer's Share of (1) policy loan balances on the Reinsured Policies as of such date of determination and (2) net due and deferred Premiums on the Reinsured Policies as of such date of determination, in each case determined in accordance with SAP, consistently

applied. The Required Balance and the Statutory Book Value of any assets held in the Trust Account shall be calculated by the Reinsurer as of the last day of each calendar quarter, and the Reinsurer shall provide a certification with respect to such valuation, including the calculation of the aggregate Statutory Book Value of the assets, to the Company and the Trustee within thirty days after the end of such quarter. If the amount of cash plus the Statutory Book Value of assets held in the Trust Account as of any quarter end is less than the Required Balance as of such quarter end, the Reinsurer shall within ten Business Days after such determination is made make such further deposits to the Trust Account as are required in order to restore the Required Balance as of such quarter end. If the amount of cash plus the Statutory Book Value of assets held in the Trust Account as of any quarter end is greater than the Required Balance as of such quarter end, the Reinsurer may provide notice to the Company of its desire to withdraw assets from the Trust Account, specifying the amount and type of assets to be withdrawn. Within five Business Days following its delivery of such notice to the Company, the Reinsurer may withdraw such assets from the Trust Account in excess of the amount necessary to maintain such Required Balance as of the applicable quarter end. Any disputes by the Company of the valuation of any asset deposited in the Trust Account pursuant to this Section 3.1 shall be resolved in accordance with Section 10.3. Upon resolution of any such dispute in accordance with Section 10.3, the Reinsurer shall cause to be deposited additional assets that comply with Section 3.1(a) within two Business Days following such resolution or may withdraw assets from the Trust Account in accordance with this Section 3.1(b), such that following any such deposit or withdrawal, the amount of cash plus the Statutory Book Value of the assets held in the Trust Account is sufficient to maintain the Required Balance as of the applicable quarter end. Unless otherwise agreed upon in writing by the Company, the Reinsurer shall maintain such Trust Account until all obligations of the Reinsurer under this Agreement have been fully satisfied, as determined by the Company in its sole reasonable discretion. Notwithstanding the foregoing, the Reinsurer may terminate the Trust Agreement and close the Trust Account at any time when the Required Balance as of the end of any calendar quarter is less than 10% of the sum of the capital and surplus of the Reinsurer *plus* the asset valuation reserve of the Reinsurer, in each case as determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer's state of domicile as of such quarter end.

(c) The Company and the Reinsurer agree that the assets maintained in the Trust Account may be withdrawn by the Company only after a default by Reinsurer in the performance of its monetary obligations hereunder, which default has not been cured by the Reinsurer within ten days following its receipt of a specific written notice thereof delivered by the Company, and solely to the extent required to cure such default and, notwithstanding any other provision of this Agreement, shall be utilized and applied by the Company or any successor by operation of law, including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Company, without diminution because of insolvency on the part of the Company or the Reinsurer, only to pay amounts

then due to the Company under this Agreement. The amount of any such withdrawal in excess of amounts then due to Company hereunder shall be deemed maintained in constructive trust for the benefit of Reinsurer and promptly returned to the Reinsurer. Notwithstanding the foregoing, upon prior written notice to the Company, the Reinsurer shall have the right to withdraw all or any part of the cash and assets maintained in the Trust Account provided that the Reinsurer shall, at the time of such withdrawal, replace the withdrawn assets with cash or other qualified assets having a Statutory Book Value equal to the Statutory Book Value of the assets and the amount of cash withdrawn so as to maintain at all times the deposit in the Required Balance.

(d) With respect to transfer of any Transferred Assets to the Trust Account, the Reinsurer will hold valid title to all such Transferred Assets free and clear of all Encumbrances, other than Permitted Encumbrances and interests of nominees, custodians or similar intermediaries. As of the date of the transfer of any assets to the Trust Account after the Effective Date, the Reinsurer will have good and marketable title, free and clear of any liens, to all such assets transferred by it to the Trust Account, all assets transferred by the Reinsurer after the Effective Date to the Trust Account shall be transferred free and clear of any liens or other encumbrances and the Reinsurer will not create, incur, assume or permit any lien or other encumbrance on any of the assets held in the Trust Account, or on any interest therein or on any of the proceeds thereof.

(e) The Reinsurer shall notify the Company in writing of any payment default occurring as to any asset in the Trust Account within five Business Days after the Reinsurer receives notice of such default. In the event the Reinsurer determines that a delinquency of a timely payment in regard to any of the assets in the Trust Account has occurred, the Reinsurer shall inform the Company of such delinquency promptly upon such determination.

(f) Notwithstanding the forgoing, in the event the Reinsurer's RBC Ratio is less than 125%, the Reinsurer shall fund the Trust Account with an amount of cash and assets having a fair market value equal to the Required Balance, and all references to "Statutory Book Value" in this Section 3.1 shall be deemed to be references to "fair market value."

Section 3.2 Credit for Reinsurance. At all times during the term of this Agreement, the Reinsurer agrees that it (a) shall hold and maintain all licenses, permits and authorities required under applicable laws to perform its obligations hereunder or (b) establish and maintain security in the form of letters of credit, assets held in a reinsurance trust or a combination thereof at its sole expense in a manner that meets all applicable Laws regarding credit for reinsurance, in each case as necessary to enable the Company to receive statutory reserve credit in all jurisdictions where it is licensed as an insurer unless otherwise mutually agreed by the Parties.

Section 3.3 Conversion to Assumption Reinsurance.

(a) If the Company's RBC Ratio is less than 125% or the Company's A.M. Best insurer financial strength rating is downgraded below A, the Company agrees that the Reinsurer shall have the right, at its option and expense, to assume on a novation basis the Reinsured Policies, subject to receipt by the Company and the Reinsurer of all required approvals of Governmental or Regulatory Authorities and any required policyholder approvals.

(b) In the event that the Reinsurer elects to effect such an assumption, at the direction and expense of the Reinsurer, the Parties shall cooperate fully with each other (i) in complying with requirements of Governmental or Regulatory Authorities and responding to regulatory inquiries associated with assumption of the Reinsured Policies; (ii) in giving notice to policyholders of the assumed Reinsured Policies of the assumption as required by applicable Law; (iii) in obtaining, as required by applicable Law, the consent of policyholders of the assumed Reinsured Policies to the assumption; and (iv) in all other reasonable respects in order to accomplish the objectives of the assumption provided, however, that the Reinsurer shall indemnify and hold harmless the Company for Losses arising out of any action taken by the Company pursuant to this Section 3.3(b).

Section 3.4 RBC Reports. Within five Business Days of the submission by the Company and the Reinsurer to the insurance department of its domiciliary state of a report of its risk-based capital levels as of the end of the previous calendar year, each of the Company and the Reinsurer shall provide to the other written certification of such Party's RBC Ratio as of the end of such calendar year. In the event that one Party has a good faith basis to believe that there has been a material deterioration in the other Party's RBC Ratio as of the end of any calendar quarter, such Party may request, and the other Party shall deliver to the requesting Party as promptly as practicable, a report of such Party's RBC Ratio as of the end of such calendar quarter, as estimated in good faith by such Party.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Reinsurer. Reinsurer hereby represents and warrants to the Company as of the Effective Date:

(a) Organization, Standing and Authority. The Reinsurer is a corporation duly organized and validly existing under the laws of the State of Tennessee and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Reinsurer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so

qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(b) Authorization. The Reinsurer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Reinsurer, and, subject to the due execution and delivery by the Company, this Agreement is valid and the binding obligations of the Reinsurer, enforceable against the Reinsurer in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental or Regulatory Authority applicable to the Reinsurer or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Reinsurer, threatened against, at law or in equity, or before or by any Governmental or Regulatory Authority or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Reinsurer of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of Reinsurer, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Reinsurer is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental or Regulatory Authority, or any agreement with, or condition imposed by, any arbitrator or Governmental or Regulatory Authority, binding upon, the Reinsurer, (iv) violate any applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Reinsurer's business or necessary to enable the Reinsurer to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Reinsurer's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Reinsurer in connection with this Agreement or the transactions contemplated hereby.

(f) Independent Investigation. The Reinsurer has (i) performed its own independent investigation of the Policies and the Other Reinsurance Agreements and (ii) had the opportunity to ask questions and receive information from Seller concerning the Policies and the Other Reinsurance Agreements and the Reinsurer has obtained sufficient information from Seller to evaluate the relative risks and benefits of, and made its own analysis as it deemed necessary in order for it to make a determination concerning, entering into the reinsurance transaction contemplated hereby.

Section 4.2 Representations and Warranties of the Company. The Company hereby represents and warrants to Reinsurer as of the Effective Date:

(a) Organization, Standing and Authority. The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina and has all requisite power and authority to own, lease and operate its assets, properties and business and to carry on the operations of its business as they are now being conducted, except where the failure to have such authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(b) Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Company, and, subject to the due execution and delivery by Reinsurer, this Agreement is valid and the binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditor's rights generally and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Actions and Proceedings. There are no outstanding orders, decrees or judgments by or with any Governmental or Regulatory Authority applicable to the Company or its properties or assets that, individually or in the aggregate, have a material adverse effect on the Company's ability to perform its obligations under this Agreement. There are no actions, suits, arbitrations or legal, administrative or other proceedings pending or, to the knowledge of the Company, threatened against, at law or in equity, or

before or by any Governmental or Regulatory Authority or before any arbitrator of any kind which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(d) No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof will not: (i) violate any provision of the charter, bylaws or other organizational document of the Company, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate or constitute (or with notice or lapse of time or both, constitute) a default under, any contract to which the Company is a party or by or to which its properties may be bound or subject, (iii) violate any order, judgment, injunction, award or decree of any arbitrator or Governmental or Regulatory Authority, or any agreement with, or condition imposed by, any arbitrator or Governmental or Regulatory Authority, binding upon, the Company, (iv) violate any applicable Law or (v) result in a breach or violation of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any license or authorization related to the Company's business or necessary to enable the Company to perform its obligations under this Agreement, except for any such violations, conflicts or breaches which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Company's ability to perform its obligations under this Agreement.

(e) Brokers and Financial Advisers. No broker, finder or financial adviser has acted directly or indirectly as such for, or is entitled to any compensation from, the Company in connection with this Agreement or the transactions contemplated hereby.

ARTICLE V PLAN OF REINSURANCE

Section 5.1 Plan. Reinsurance under this Agreement is on a 100% coinsurance basis and is subject to the terms and conditions of the original policy forms for the Reinsured Policies, and any amendments thereto in effect as of the Effective Date.

Section 5.2 Follow the Fortunes. The Reinsurer's liability under this Agreement shall commence on the Effective Date, and all reinsurance with respect to which the Reinsurer shall be liable by virtue of this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of premiums paid to, and reinsurance recoveries benefiting, the Company with respect to the Reinsured Liabilities and the Reinsured Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company with respect to the Reinsured Liabilities and Reinsured Policies.

Section 5.3 Reductions and Terminations. Reinsurance amounts are calculated in terms of coverages on a “per policy” basis. If the coverage of any Reinsured Policy on an insured is reduced or terminated, reinsurance under this Agreement on such Reinsured Policy will be equally reduced or terminated.

Section 5.4 Reinstatements. Reinsured Policies ceded under this Agreement shall include any Policy that is reduced, terminated, lapsed or surrendered, and later reinstated pursuant to its policy provisions and will be reinsured by the Reinsurer in accordance with the terms of this Agreement. The Reinsurer will retain any Premiums and interest that the Company has received for reinstatement in respect of periods on or after the Effective Date. A terminated Policy that would have been a Reinsured Policy had it been in force at the Effective Time, that later reinstates pursuant to its policy provisions, will be reinsured by the Reinsurer and become a Reinsured Policy. The Reinsurer will be entitled to retain any Premiums and interest for coverage on or after the Effective Date that is received for such reinstatement, and the Company will transfer to the Reinsurer the amount of reserves for such reinstated Reinsured Policy calculated as of the Effective Date. The date of reinsurance for such reinstated Reinsured Policies shall be the Effective Date.

Section 5.5 Contractual Conversions: Internal Replacement.

(a) Any conversion, exchange or replacement policy or contract arising from the Reinsured Policies shall be deemed to constitute a Reinsured Policy for purposes of this Agreement and, in the event of a conversion, exchange or replacement of any Reinsured Policy, the Reinsurer shall reinsure the risk resulting from such conversion on the basis set forth hereby with respect to the Reinsured Policies; provided, however, that the Reinsurer shall not be required to pay any additional ceding commission with respect to any such converted, exchanged or replacement policy or contract. The Reinsurer will reimburse the Company for any expenses incurred in issuing a converted, exchanged or replacement policy or contract.

(b) Absent the Reinsurer’s prior written consent in its sole discretion, the Company will not solicit owners, beneficiaries or policyholders in connection with, or sponsor or assist, directly or indirectly, in the conduct of, (and will cause each of its Affiliates to refrain from soliciting in connection with, and sponsoring or assisting, directly or indirectly, in the conduct of) any program of internal replacement under which the owners, beneficiaries or policyholders of Reinsured Policies are or would be encouraged to exchange, or assisted in the exchange of, insurance or health policies or contracts for other insurance or health policies or contracts that are not reinsured under this Agreement. Should the Company or its Affiliates or any of their respective successors or assigns initiate such a program of internal replacement that would include any of the risks reinsured hereunder in violation of the preceding sentence, the Company will immediately notify the Reinsurer. For each risk reinsured hereunder that has been

replaced under a program of internal replacement, the Reinsurer shall have the option at its sole discretion of either treating the risks reinsured as recaptured on terms reasonably acceptable to the Reinsurer or continuing reinsurance on the new policy under the terms of this Agreement without any additional ceding commission therefor.

Section 5.6 New Policies. From and after the Effective Date, the Company shall issue in its name (a) new Policies issued or reinstated pursuant to Section 5.4 or 5.5(a), (b) new Policies for which applications were received by the Company on or before the Effective Date utilizing the same policy forms and underwriting standards in use for the Policies prior to the Effective Date and (c) new Policies for which applications were received by the Company through a Producer party to a Producer Agreement, including the Producer Agreements listed on Schedule 5.6, after the Effective Date but on or before the effective date of termination of new production by such Producer utilizing the same policy forms and underwriting standard in use for the Policies prior to the Effective Date. In connection with the issuance of new Policies described in this Section 5.6, the Reinsurer shall maintain the Company's current rate and form filings with Governmental or Regulatory Authorities, make any required rate and form filings with Governmental or Regulatory Authorities in connection with any changes in Company's rates and forms for the Policies and use best efforts to obtain all regulatory approvals required by applicable Law and the Reinsurer shall reimburse the Company for expenses incurred by the Company in connection with such issuance of new Policies (including any costs related to the actions described in this sentence).

ARTICLE VI ADMINISTRATION

Section 6.1 Administrative Services. The Parties hereby agree that the Policies and Other Reinsurance Agreements shall be administered by the Reinsurer in accordance with or as otherwise provided in the Administrative Services Agreement.

Section 6.2 Regulatory Matters. If the Company or the Reinsurer receive notice of, or otherwise become aware of any inquiry, investigation, examination, audit or proceeding by Governmental or Regulatory Authorities relating to the Policies, the Company or the Reinsurer, as applicable, shall promptly notify the other Party thereof, whereupon the Parties shall cooperate in good faith to resolve such matter in a mutually satisfactory manner and shall act reasonably in light of the Parties' respective interests in the matter at issue.

Section 6.3 Bank Accounts. During the term of this Agreement, the Reinsurer may establish and maintain accounts with banking institutions with respect to the Reinsured Policies provided hereby (the "Bank Accounts"). To the extent such Bank Accounts are established, the Reinsurer shall have the exclusive authority over the Bank Accounts including, without limitation, the exclusive authority to (a) open the Bank

Accounts in the name of the Company, (b) designate the authorized signatories on the Bank Accounts, (c) issue drafts on and make deposits in the Bank Accounts in the name of the Company, (d) make withdrawals from the Bank Accounts and (e) enter into agreements with respect to the Bank Accounts on behalf of the Company; provided, that in no event shall the Company be responsible for any fees, overdraft charges or other payments, liabilities or obligations with respect to any such Bank Accounts. The Company shall do all things necessary to (x) enable and authorize the Reinsurer to use the Company's existing lockboxes with respect to the Reinsured Policies and (y) to enable the Reinsurer to open and maintain the Bank Accounts including, without limitation, executing and delivering such depository resolutions and other documents as may be requested from time to time by the banking institutions. The Company agrees that without the Reinsurer's prior written consent it shall not make any changes to the authorized signatories on the Bank Accounts nor attempt to withdraw any funds therefrom.

Section 6.4 Net Settlements. For each Monthly Accounting Period the Parties will effect a settlements on a net basis (the "Net Settlement") as contemplated in Annex B hereto. The Reinsurer shall provide the Company with reports reflecting in detail the Net Settlement determinations contemplated in Annex B (a) in the case of the first three Monthly Accounting Periods ending after the Effective Date, not later than twenty Business Days after the end of such Monthly Accounting Period and (b) in the case of all other Monthly Accounting Periods, not later than ten Business Days after the end of each Monthly Accounting Period. If a Net Settlement report reflects a balance due the Company, the amount(s) shown as due shall be paid within ten Business Days of the delivery of the report. If (x) a Net Settlement report reflects a balance due the Reinsurer and (y) the Company does not object to the report within ten Business Days of its delivery, the amount(s) shown as due shall be paid within ten Business Days after the date on which the report was delivered. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the Applicable Rate. For purposes of this section, a payment will be considered overdue on the date which is ten Business Days after the date such payment is due hereunder provided that such interest will begin to accrue from the original due date with respect to such payment. All settlements of account between the Company and the Reinsurer shall be made in cash or its equivalent.

Section 6.5 Actuarial Reports. Each year in connection with the preparation of the Company's annual financial statements, the Reinsurer's appointed actuary shall provide to the Company's appointed actuary a certificate of reliance stating that in his opinion, the reserves and related actuarial values concerning the Reinsured Policies:

- (a) are computed in accordance with presently accepted actuarial standards consistently applied and are fairly stated, in accordance with sound actuarial principles;

(b) are based on actuarial assumptions which produce reserves at least as great as those called for in any contract provision as to reserve basis and method, and are in accordance with all other policy or contract provisions;

(c) meet the requirements of the insurance laws and regulations of the Reinsurer's state of domicile and, to the extent applicable regulations of the Reinsurer's state of domicile vary materially from the parallel requirements of the Company's state of domicile, a good faith estimate of the effects of any such differences and a summary description of the Reinsurer's methodologies used in developing such estimations; and

(d) have been subjected to satisfactory asset adequacy testing in accordance with applicable regulations.

Any certification provided pursuant to this Section 6.5 is not, and shall not be deemed to constitute, any representation as to the ultimate adequacy or sufficiency of the reserves held by the Company in respect of the Reinsured Policies.

ARTICLE VII DAC TAX

Section 7.1 DAC Tax Election. The Company and the Reinsurer hereby elect and agree under Treasury Regulations Section 1.848-2(g)(8) as follows:

(a) The Company and the Reinsurer will each attach a schedule to its federal income tax return for the first taxable year ending after the Effective Date that identifies this Agreement as a reinsurance agreement for which a joint election under Treasury Regulation Section 1.848-2(g)(8) has been made, and will otherwise file its respective federal income tax returns in a manner consistent with the provisions of Treasury Regulation Section 1.848-2 as in effect on the date this Agreement is executed;

(b) For each taxable year under this Agreement, the Party with the net positive consideration, as defined in the regulations promulgated under Section 848 of the Code, will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Section 848(c)(1) of the Code;

(c) The Company and the Reinsurer agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Code and applicable Treasury Regulations;

(d) The first tax year for which this election is effective is 2011;

(e) The Reinsurer will submit to the Company by May 15 each year its calculation of the amount of the net consideration for the preceding calendar year. This schedule of calculations will be accompanied by a statement that the Reinsurer will report such amount of net consideration in its tax return for the preceding calendar year;

(f) The Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within thirty days of the Company's receipt of the Reinsurer's calculation. If the Company does not so notify the Reinsurer, the Company will report the amount of net consideration as determined by the Reinsurer in the Company's tax return for the previous calendar year;

(g) If the Company contests the Reinsurer's calculation of the amount of net consideration, the Parties will act in good faith to reach an agreement as to the correct amount within thirty days of the date the Company submits its alternative calculation.

Both the Company and the Reinsurer are subject to U.S. taxation under Subchapter L of Chapter 1 of the Code.

ARTICLE VIII INSOLVENCY

Section 8.1 Insolvency. The amount recoverable by a liquidator of the Company from the Reinsurer may not be reduced as a result of delinquency proceedings with respect to the Company. Payment made directly to an insured or other creditor does not diminish the Reinsurer's obligation hereunder except: (1) where this Agreement specifically provides for another payee of the reinsurance in the event of the insolvency of the ceding insurer; or (2) where the Reinsurer, with the consent of the direct insured, has assumed the policy obligations of the Company as direct obligations of the Reinsurer to the payees under a Reinsured Policy and in substitution for the obligations of the Company to the payees. The reinsurance hereunder is payable under the Reinsured Policies reinsured by the Reinsurer on the basis of reported claims allowed in the liquidation proceedings, subject to court approval, without diminution because of the insolvency of the Company. In the event of an insolvency of the Company, the domiciliary liquidator of the Company will give written notice to the Reinsurer of the pendency of a claim against the Company on a Reinsured Policy reinsured hereunder within a reasonable time after the claim is filed in the liquidation proceeding. During the pendency of the claim, the Reinsurer may investigate the claim and interpose, at its own expense in the proceeding where the claim is to be adjudicated, any defenses which it considers available to the Company or its liquidator. This expense is chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer. Where two or more assuming insurers are involved in the same claim and a majority in interest elect to interpose a defense to the claim, the expense must be apportioned in accordance with the terms of this Agreement as though the expense had been incurred by the Company.

ARTICLE IX
TERMINATION

Section 9.1 Duration of Coinsurance; No Recapture. This Agreement will be effective as of the Effective Time. Subject to the provisions of this Article IX, this Agreement will remain in effect, and the reinsurance provided hereunder will remain in force, until termination of the policy or policies on which the reinsurance is based in accordance with the terms of this Agreement. Except as provided in Section 9.3, the Reinsured Policies are not eligible for recapture by the Company.

Section 9.2 Termination. This Agreement shall terminate:

- (a) at any time upon the mutual written consent of the Parties hereto, which writing shall state the effective date of termination; or
- (b) automatically at such time as no liability remains under this Agreement.

Section 9.3 Termination by the Company. The Company, in its sole discretion, shall have the option to terminate this Agreement upon the occurrence of any one of the following events:

- (a) The Reinsurer is placed in receivership, conservatorship, rehabilitation or liquidation by any insurance regulatory authority;
- (b) The Reinsurer breaches Section 3.1 or 3.2 and fails to cure such breach by the earlier of (i) thirty days following receipt of written notice of such breach from the Company, or (ii) the last day of the calendar quarter in which such breach occurs; or
- (c) In the event that the Reinsurer fails to pay any material amount due to the Company under this Agreement and (i) such amount is not subject to a good faith dispute, (ii) the Company has exhausted all other remedies available to it under the terms of this Agreement and (iii) such failure is not cured within five Business Days following the Reinsurer's receipt of written notice of such failure from the Company.

Section 9.4 Settlement Upon Termination by the Company. Upon the termination of this Agreement by the Company pursuant to Section 9.3, subject to payment by the Reinsurer of any amounts due to the Company pursuant to this Section 9.4 and the payment by the Company of any amounts due to the Reinsurer pursuant to this Section 9.4, the Company shall recapture all liabilities previously ceded to the Reinsurer, the Reinsurer's liability under this Agreement will terminate (provided, that such termination shall not relieve any Party of any pre-termination breach of this Agreement) and, subject to compliance by the Reinsurer with Section 7.3(b) of the Administrative Services Agreement, the Reinsurer shall be relieved of on-going responsibilities for servicing the Policies. The Company shall prepare a Net Settlement

report for the period commencing on the first day of the then-current calendar month and ending on the date this Agreement is terminated pursuant to Section 9.3. On the tenth Business Day following the delivery of such Net Settlement report (a) the applicable Party shall pay any amounts due and owing by such Party on such Net Settlement report; (b) the Reinsurer shall transfer to the Company cash and assets with an aggregate Fair Market Value equal to 100% of the amount equal to the sum of: (i) Reinsurer's Share of the Statutory Reserves held by the Company with respect to the Reinsured Policies as of the date of termination, *plus* (ii) the Reinsurer's Share of the Interest Maintenance Reserve attributable to the transferred assets, *minus* (iii) the Reinsurer's Share of the amount of outstanding policy loans on the Reinsured Policies (to the extent such policy loans constitute admitted assets under SAP, net of any unearned policy loan interest on such loans but including amounts of interest due and accrued with respect thereto), *minus* (iv) the Reinsurer's Share of net due and deferred Premiums on the Reinsured Policies reduced by advances thereon, in each case determined by the Company in accordance with SAP, consistently applied as of the date of termination (the sum of (i) through (iv), the "Reinsurer Termination Payment"); and (c) the Company shall pay to the Reinsurer cash equal to the sum of (i) 100% of the unamortized portion of the Ceding Commission, *plus* (ii) an amount equal to the amount of any cash and assets withdrawn by the Company or any successor by operation of law, including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Company from the Trust Account prior to the date of termination, and not used to satisfy claims of policyholders under the Reinsured Policies prior to the date of termination, or otherwise pay amounts due to the Company pursuant to this Agreement, in each case determined by the Reinsurer as of the date of termination (the sum of (i) and (ii), the "Company Termination Payment"). Any dispute by either Party of the Company Termination Payment or the Reinsurer Termination Payment shall be resolved in accordance with Section 10.3.

ARTICLE X DISPUTE RESOLUTION

Section 10.1 Arbitration.

(a) Arbitration. Any dispute or other matter in question between the Reinsurer and the Company arising out of, or relating to, the formation, interpretation, performance, or breach of this Agreement (other than disputes with respect to (i) calculations relating to DAC tax, which shall be resolved in accordance with Article VII hereof, (ii) calculations of the Initial Coinsurance Premium, the Ceding Commission and the Net Retained Liabilities Cash Adjustment pursuant to Sections 1.3(a), 1.3(b) and 1.3(c), which shall be resolved in accordance with Section 10.2 hereof and (iii) calculations of other amounts that are to be calculated or reported pursuant to this Agreement, which shall be resolved in accordance with Section 10.3 hereof), whether such dispute arises before or after termination of this Agreement, and whether in contract or in tort, shall be settled by arbitration.

(b) Good Faith Negotiation. The Reinsurer and the Company agree that, prior to resorting to arbitration, they will negotiate diligently and in good faith, in an effort to resolve any dispute. Once a Party notifies the other of a dispute and invokes this paragraph, the Parties shall have sixty days (or such longer period as they may agree) within which to negotiate a resolution. At the end of sixty days, either Party may initiate arbitration.

(c) Initiation of Arbitration. To initiate arbitration, either the Reinsurer or the Company (the "Claimant") shall notify the other Party (the "Respondent") in writing of its desire to arbitrate (the "Demand"). The Demand shall identify the nature of the dispute, the claims asserted and the relief sought. The Demand shall be sent certified mail, with return receipt, or another service which produces a receipt. The arbitration will be deemed to have been commenced on the date the Demand is received by the Respondent.

(d) Arbitration Panel.

(i) Number and Qualification of Arbitrators. The arbitration will be conducted by a panel (the "Panel") consisting of three arbitrators who will each have no less than ten years of industry experience and who are (1) current or former officers of life insurance or life reinsurance companies other than the Parties to this Agreement or their respective Affiliates or subsidiaries or (2) professionals with no less than twenty years of experience in or serving the life insurance or reinsurance industries. The arbitrators serving on the Panel shall not be under the control of any Party, nor shall any member of the Panel have a financial interest in the outcome of the dispute.

(ii) Selection of Arbitrators. Within thirty days following the commencement of the arbitration proceedings, each Party will provide the other with the identification of their appointed arbitrator, and provide a copy of the arbitrator's curriculum vitae. If either Party refuses or neglects to appoint an arbitrator within thirty days, the other Party may appoint the second arbitrator to act as the appointed arbitrator for the defaulting Party. The Parties' appointed arbitrators shall jointly appoint a third arbitrator (the "Umpire"). Each Party may consult, in confidence, with the arbitrator they appointed concerning the appointment of an Umpire. If the two Party-appointed arbitrators fail to reach agreement on an Umpire within sixty days of their appointment, each Party shall exchange, within seven days thereafter, six names of qualified individuals. Each Party will select three names from the list and notify the other Party as to its selection. Each Party will rank the six candidates in order of preference, and the individual with the lowest total numerical ranking will

act as Umpire. If the ranking results in a tie, the Parties will draw lots from the tied individuals, and the individual chosen by lot will act as Umpire. If either Party fails to act in good faith within a reasonable period of time to complete these procedures, the non-defaulting Party will appoint the Umpire from its original candidate pool. The Umpire selected under this paragraph will not be advised as to which Party initiated his or her selection.

(iii) Replacement. In the event any arbitrator fails, refuses, or becomes unable to act as such before an award has been rendered, a successor shall be selected in the same manner as the original arbitrator.

(c) Procedural Requirements.

(i) Submission of Briefs. The Claimant and Respondent shall each submit initial briefs to the Panel outlining the issues in dispute and the reasons for their respective positions within thirty days of the notice of the appointment of the Umpire.

(ii) Standard of Review. Insofar as not in conflict with the express terms of this Agreement, it is the intention of the parties that customs and practices of the life and reinsurance industries may be considered by the arbitrators in resolving any ambiguities inherent in this Agreement or its operation. In the absence of any such ambiguity, the express terms of this Agreement will control.

(iii) Hearing Procedures. The arbitrators shall decide all substantive and procedural issues by a majority of votes. As soon as possible following appointment, the arbitrators will meet and establish arbitration procedures as warranted by the facts and issues of the particular case. Except as provided specifically in this Article X, the arbitrators shall have the power to determine all procedural rules of the arbitration, including, but not limited to inspection of documents, examination of witnesses, and any other matter related to the conduct of the arbitration. Each Party may examine the witnesses who testify at the arbitration hearing. Each Party shall have the right to be represented by legal counsel. The arbitrator shall not be obligated to follow judicial formalities or the rules of evidence. To the extent permitted by law, the Panel and the Umpire shall have the authority to issue subpoenas (including subpoenas to third party witnesses) and other orders to enforce their decisions. Ex parte communications with Party-appointed arbitrators shall be permitted until the arbitration hearing commences.

(iv) Confidentiality. The arbitrators shall recognize the attorney/client privilege and neither a Party nor an arbitrator may disclose the existence, content, or result of any arbitration hereunder, except to the extent such disclosure may be required for review and enforcement by a court of competent jurisdiction, independent accounting audit, to support reinsurance or retrocessional recoveries, or is otherwise agreed to by the Parties. Any third party receiving confidential information must agree to maintain confidentiality before disclosure will be permitted.

(v) Location of Hearing. The location of all proceedings shall be determined by the arbitrators.

(f) Arbitration Award.

(i) Interim Relief. The Panel may issue orders for interim relief upon showing of good cause, including pre-award security.

(ii) Time of Decision. Absent good cause for an extension as determined by the Panel, the Panel shall render the award within thirty days after the date of the closing of the hearing, or if an arbitration hearing has been waived or otherwise dispensed with, within thirty days after the date that the Panel received all materials submitted by the Parties for disposition.

(iii) Remedies. The Panel is authorized to award any remedy or sanctions allowed by applicable law, including, but not limited to monetary damages, equitable relief, pre- or post-award interest, costs of arbitration, attorneys fees, and other final or interim relief. Arbitrators shall not be empowered to award damages in excess of compensatory damages, and each Party irrevocably waives any damages in excess of compensatory damages.

(iv) Decisions. The decision of the arbitrators will be made by majority rule, and shall be final and binding on both Parties. There shall be no appeal from the decision, except that the Parties retain all rights to challenge under the Federal Arbitration Act (9 U.S.C. §1, *et seq.*). Either Party to the arbitration may petition any court having jurisdiction over the Parties to reduce the decision to judgment.

(v) Expenses. Unless the arbitrators decide otherwise, each Party will bear the expense of its own arbitration activities, including its appointed arbitrator and any outside attorney and witness fees. The parties will jointly and equally bear the expense of the Umpire and other costs of the arbitration.

Section 10.2 Disputes over Initial Coinsurance Premiums and Ceding Commission Calculations.

(a) Within thirty days following its receipt from the Reinsurer of the Initial Coinsurance Premium Reconciliation Statement or the Ceding Commission Reconciliation Statement, as applicable, or within five Business Days following its receipt from the Reinsurer of the Net Retained Liabilities Cash Reconciliation Statement (the "Review Period"), the Company shall either (i) notify the Reinsurer in writing of its agreement with the calculation of the Actual Initial Coinsurance Premium, the Actual Ceding Commission or the Net Retained Liabilities Cash Adjustment, as applicable, set forth therein ("Notice of Agreement"); or (ii) if the Company determines that the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, or the calculations reflected therein either (x) have not been prepared on the basis set forth in Section 1.3 or (y) contain or reflect mathematical errors, inform the Reinsurer in writing of its objection (the "Company's Objection"), which notice shall set forth in reasonable detail a description of the basis of the Company's Objection and the adjustments to such Initial Coinsurance Premium Reconciliation Statement, Ceding Commission Reconciliation Statement or Net Retained Liabilities Cash Reconciliation Statement, as applicable, or the calculations reflected therein that the Company requests be made. The Reinsurer shall, following the Effective Date through the date that the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, becomes final in accordance with the last sentence of Section 10.2(c), take all actions necessary or desirable to maintain and preserve all accounting books, records, policies and procedures on which such Initial Coinsurance Premium Reconciliation Statement, Ceding Commission Reconciliation Statement or Net Retained Liabilities Cash Reconciliation Statement, as applicable, are based or on which the finalized Initial Coinsurance Premium Adjustment, the finalized Ceding Commission Adjustment or the finalized Net Retained Liabilities Cash Adjustment, as applicable, are to be based so as not to impede or delay the determination of the finalized Actual Initial Coinsurance Premium, the finalized Value of the Transferred Assets on the Effective Date, the finalized Actual Ceding Commission or the finalized the Net Retained Liabilities Cash Adjustment, as applicable, or the preparation of the Company's Objection in the manner and utilizing the methods permitted by this Agreement. Upon receipt by the Reinsurer of a Notice of Agreement from the Company or if no Company's Objection is received by the Reinsurer prior to the expiration of the Review Period, the Actual Initial Coinsurance Premium or the Actual Ceding Commission, as applicable, and the Reinsurer's calculation of the Initial Coinsurance Premium Adjustment, the Ceding Commission Adjustment or the Net Retained Liabilities Cash Adjustment (as set forth in the Net

Retained Liabilities Cash Reconciliation Statement), as applicable, shall be deemed to have been accepted by the Company and will become final and binding upon the Parties in accordance with the last sentence of Section 10.2(c).

(b) If the Company timely delivers a Company's Objection to the Reinsurer, the Reinsurer shall have thirty days in the case of a Company's Objection with respect to the Initial Coinsurance Premium or the Ceding Commission or five Business Days in the case of a Company's Objection with respect to the Net Retained Liabilities Cash Adjustment, as applicable, in each case from the date of such delivery to review and respond to such Company's Objection (the "Consultation Period"). The Parties shall use reasonable, good faith efforts to resolve any disagreements that they may have with respect to the matters set forth in the Company's Objection. If the Parties are unable to resolve all of their disagreements with respect to the matters set forth in the Company's Objection within ten Business Days following the expiration of the Consultation Period, then the Parties shall submit all matters that remain in dispute with respect to the Company's Objection (along with a copy of the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, and the Reinsurer's calculation of the amounts set forth therein, marked to indicate those line items that are still in dispute) to Ernst & Young, LLP, or another internationally recognized firm of independent certified public accountants with appropriate actuarial expertise as to which the Parties mutually agree (the "CPA Firm"), which shall, acting as an expert and not as an arbitrator, make a final determination, on the basis of the standards set forth in Section 1.3 hereof, and only with respect to any remaining differences submitted to the CPA Firm, in accordance with this Section 10.2(b), of the appropriate amount of each line item in the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, and the Reinsurer's calculation of the amounts set forth therein as to which the Parties disagree (such items that remain in dispute, the "Unresolved Items").

(c) The Parties shall instruct the CPA Firm to deliver its written determination to the Reinsurer and the Company no later than fifteen Business Days after the Unresolved Items are referred to the CPA Firm. The CPA Firm's determination shall include a certification that it reached such determination in accordance with this Section 10.2(c) and shall be conclusive and binding upon the Parties, absent clear and manifest error. With respect to each Unresolved Item, the CPA Firm's determination, if not in accordance with the position of either the Company or the Reinsurer, shall not be more favorable to the Company than the amounts advocated by the Company in the Company's Objection or more favorable to the Reinsurer than the amounts advocated by the Reinsurer in the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, or the Reinsurer's calculations of the amounts set forth therein with respect to such disputed line item and/or calculation. For the

avoidance of doubt, (i) the CPA Firm's review of the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, and the Reinsurer's calculation of the amounts set forth therein shall be limited to a determination of whether such documents and calculations were prepared in accordance with Section 1.3, and (ii) the CPA Firm shall not review any line items or make any determination with respect to any matters other than the Unresolved Items that were referred to the CPA Firm for resolution pursuant to this Section 10.2(c). The Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, and the determination of the amounts set forth therein that are final and binding on the Parties, as determined either through (1) the Company's delivery of a Notice of Agreement pursuant to Section 10.2 (a), (2) the Company's failure to deliver Company's Objection prior to expiration of the Review Period pursuant to Section 10.2(a), (3) agreement by the Parties during the Consultation Period or (4) the determination of the CPA Firm pursuant to this Section 10.2(c) are referred to herein as the "finalized Initial Coinsurance Premium Reconciliation Statement", the "finalized Ceding Commission Reconciliation Statement", the "finalized Net Retained Liabilities Cash Reconciliation Statement", the "finalized Actual Initial Coinsurance Premium", the "finalized Value of the Transferred Assets as of the Effective Date", the "finalized Actual Ceding Commission", the "finalized Initial Coinsurance Premium Adjustment", the "finalized Ceding Commission Adjustment" and the "finalized Net Retained Liabilities Cash Adjustment", as the case may be.

(d) The Parties agree that judgment may be entered upon the CPA Firm's determination in any court having jurisdiction over the Reinsurer or the Company, as the case may be. The fees and disbursements of the CPA Firm shall be paid by the Parties in proportion to those matters submitted to the CPA Firm that are resolved against that Party, as such fees and disbursements are allocated by the CPA Firm in accordance with this Section 10.2 at the time of the CPA Firm's determination. At any time following delivery of the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, the Reinsurer shall provide to the Company and its Representatives full access to books and records and other information with respect to the Reinsured Policies, including work papers of its accountants (subject to execution by the Company and/or its Representatives, as applicable, of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants), and to any employees during regular business hours and on reasonable advance notice, to the extent necessary for the Company to review the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, or the Reinsurer's calculation of the amounts set forth therein, to prepare Company's Objection or to prepare materials for presentation to the CPA Firm. The Parties shall make readily available to the CPA Firm, during regular business hours and on reasonable advance notice, interviews with such

employees, and all relevant information, books and records and any work papers of their respective accountants (in each case, subject to execution by the CPA Firm of a customary hold-harmless agreement in form and substance reasonably acceptable to such accountants) relating to the Initial Coinsurance Premium Reconciliation Statement, the Ceding Commission Reconciliation Statement or the Net Retained Liabilities Cash Reconciliation Statement, as applicable, and any Unresolved Items and all other items reasonably required by the CPA Firm to fulfill its obligations under Section 10.2(c). In acting under this Section 10.2, the CPA Firm will be entitled to the privileges and immunities of an arbitrator.

Section 10.3 Other Disputes over Calculations. After the Effective Date, any dispute between the Parties with respect to the calculation of amounts that are to be calculated or reported pursuant to this Agreement (other than disputes with respect to calculations relating to DAC tax, which shall be resolved in accordance with Article VII hereof, and dispute with respect to the Initial Coinsurance Premium, the Ceding Commission and the Net Retained Liabilities Cash Adjustment pursuant to Sections 1.3(a), 1.3(b) and 1.3(c), which shall be resolved in accordance with Section 10.2 hereof), including disputes with respect to any Net Settlement, valuation of the assets held in the Trust Account or the amount of the Reinsurer Termination Payment or the Company Termination Payment, that cannot be resolved by the Parties within sixty calendar days, shall be referred to an independent accounting firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties; provided, however, that where the dispute involves an actuarial issue, the dispute shall instead be referred to an independent actuarial firm of national recognized standing (which shall not have any material relationship with the Reinsurer or the Company) mutually agreed to by the Parties. There shall be no appeal from the decision made by such firm, which shall be final and binding, except that, either Party may petition a court having jurisdiction over the Parties and subject matter to reduce the arbitrator's decision to judgment. The fees charged by the accounting firm or actuarial firm, as applicable, to resolve the dispute shall be allocated between the Company and the Reinsurer by such firm in accordance with its judgment as to the relative merits of the Parties' positions in respect of the dispute.

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification of the Reinsurer by the Company. From and after the Effective Date, the Company shall indemnify, defend and hold harmless the Reinsurer and its officers, directors and Representatives (the "Reinsurer Indemnified Parties") against, and hold each of them harmless from all Losses imposed on, sustained or incurred or suffered by, or asserted against, the Reinsurer Indemnified Parties (a) with respect to the Excluded Liabilities, or (b) which arise out of (i) any inaccuracy or breach of any representation or warranty of the Company set forth in Section 4.2 hereof or (ii)

any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement unless such breach, nonfulfillment or failure arises out of or results from the action or omission of the Reinsurer pursuant to the Administrative Services Agreement, or (c) which arise out of any enforcement of this indemnity.

Section 11.2 Indemnification of the Company by the Reinsurer. From and after the Effective Date, the Reinsurer shall indemnify, defend and hold harmless the Company, and its officers, directors and Representatives (the "Company Indemnified Parties") against, and hold each of them harmless from all Losses imposed on, sustained or incurred or suffered by, or asserted against, the Company Indemnified Parties (a) with respect to the Reinsured Liabilities, or (b) arising from Extra Contractual Obligations other than the Excluded Liabilities, or (c) arising out of (i) any inaccuracy or breach of any representation or warranty of the Reinsurer set forth in Section 4.1 hereof or (ii) any breach or nonfulfillment by the Reinsurer of, or any failure by the Reinsurer to perform, any of the covenants, terms or conditions of or any of its duties or obligations under this Agreement, or (iii) written instructions of the Reinsurer given pursuant to Section 1.4, Section 1.5, Section 1.8(b), Section 2.2 or Section 3.3(b) hereof, or (c) arising out of any enforcement of this indemnity.

Section 11.3 Claims Notice. In the event that either the Company or Reinsurer wishes to assert a claim for indemnification hereunder, the Party seeking indemnification (the "Indemnified Party") shall deliver written notice (a "Claims Notice") to the other Party (the "Indemnifying Party") no later than ten Business Days after such claim becomes known to the Indemnified Party, specifying the facts constituting the basis for, and the amount (if known) of the claim asserted. Failure to deliver a Claims Notice with respect to a claim (other than a claim based on an Asserted Liability, as defined below) in a timely manner as specified in the preceding sentence shall not be deemed a waiver of the Indemnified Party's right to indemnification hereunder for Losses in connection with such claim, but the amount of reimbursement to which the Indemnified Party is entitled shall be reduced to the extent the Indemnifying Party is materially prejudiced by such failure to timely deliver such Claims Notice.

Section 11.4 Right to Contest Claims of Third Parties.

(a) If an Indemnified Party asserts, or may in the future seek to assert, a claim for indemnification hereunder because (i) of a claim or demand made, or an action, proceeding or investigation instituted, by any Person not a party to this Agreement (a "Third Party Claimant") that may result in a liability with respect to which the Indemnified Party would be entitled to indemnification pursuant to this Article XI or (ii) the Company has become aware of any circumstance that could result in a claim for indemnification by the Reinsurer hereunder with respect to any Extra Contractual Obligation described in clauses (v) through (viii) of the definition of "Extra Contractual

Obligation” (regardless of whether any claim or demand has been made, or any action, proceeding or investigation has been instituted by a Third Party Claimant with respect to such Extra Contractual Obligation), (each, an “Asserted Liability”), the Indemnified Party, shall deliver to the Indemnifying Party a Claims Notice with respect thereto, which Claims Notice shall, in accordance with the provisions of Section 11.3 be delivered as promptly as practicable after such Asserted Liability is actually known to the Indemnified Party. Failure to deliver a Claims Notice with respect to a claim in a timely manner as specified in the preceding sentence shall not be deemed a waiver of the Indemnified Party’s right to indemnification hereunder for a liability in connection with such claim, but the amount of reimbursement to which the Indemnified Party is entitled shall be reduced to the extent the Indemnifying Party is materially prejudiced by such failure to timely deliver such Claims Notice.

(b) The Indemnifying Party shall have the right, upon written notice to the Indemnified Party, to investigate, contest, defend or settle any Asserted Liability that may result in a liability with respect to which the Indemnified Party is entitled to indemnification pursuant to this Article XI, provided that the Indemnified Party may, at its option and at its own expense, participate in the investigation, contesting, defense or settlement of any such Asserted Liability through Representatives and counsel of its own choosing; and, provided further, that the Indemnifying Party shall not settle any Asserted Liability unless (i)(A) such settlement is on exclusively monetary terms, (B) the Indemnifying Party obtains a complete release for the Indemnified Party with respect to such Asserted Liability, (C) such settlement does not involve a class action claim or a claim which alleges bad faith on the part of the Indemnified Party and (D) such settlement would not be reasonably expected to result in an adverse effect on the reputation, licenses or regulatory status of the Indemnified Party; or (ii) the Indemnified Party shall have consented to the terms of such settlement, which consent shall not unreasonably be withheld. If requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any Asserted Liability or, if appropriate and related to the Asserted Liability in question, in making any counterclaim against the Third Party Claimant, or any cross-complaint against any Person (other than the Indemnified Party or its Affiliates). Unless and until the Indemnifying Party elects to defend the Asserted Liability, the Indemnified Party shall have the right, at its option and at the Indemnifying Party’s expense to do so in such manner as it deems appropriate, provided, however, that the Indemnified Party shall not settle or compromise any Asserted Liability for which it seeks indemnification hereunder without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld).

(c) The Indemnifying Party shall be entitled to participate in (but not to control) the defense of any Asserted Liability which it is not defending with its own counsel and at its own expense.

(d) The Company and Reinsurer shall make mutually available to each other all relevant information in their possession relating to any Asserted Liability (except to the extent that such action would result in a loss of attorney-client privilege) and shall cooperate with each other in the defense thereof.

Section 11.5 Mitigation. Each Party agrees to use its respective commercially reasonable efforts to mitigate Losses and not to cause or worsen any liability as would constitute a liability of the other Party pursuant to any claim of indemnification hereunder.

Section 11.6 Subrogation; Insurance. Upon making any indemnification payment, the Indemnifying Party will, to the extent of such payment, be subrogated to all rights of the Indemnified Party against any third party in respect of the Loss to which the payment relates. The amount of Losses sustained by an Indemnified Party and owed by an Indemnifying Party shall be reduced by any amount received by such Indemnified Party with respect thereto under any insurance or reinsurance coverage from any other party alleged to be responsible therefor. The Indemnified Party shall use reasonable efforts at the Indemnifying Party's expense to collect any amounts available under such insurance or reinsurance coverage and from such other party alleged to have responsibility.

ARTICLE XII CONFIDENTIALITY

Section 12.1 Confidentiality. Each of the Reinsurer and the Company agrees to hold any Confidential Information with respect to the other Party in strictest confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed in any form by any means by it or by its Affiliates, employees, advisors, agents or administrators (collectively, "Representatives") to third parties of any kind; provided that the foregoing obligation shall not prohibit disclosure of any such information (a) if required by Law, stock exchange rules or a Governmental or Regulatory Authority (in which case the disclosing party shall allow (to the extent permitted by law and reasonably practicable) the other Party a reasonable opportunity to comment on such disclosure in advance of such disclosure); (b) to Representatives, auditors or ratings agencies, provided, that such Representatives, auditors or ratings agencies are made aware of the provisions of this Article XII; (c) to the extent that the information has been made public by or on behalf of, or with the prior consent of, the non-disclosing party; (d) if required in connection with any report required to be filed or submitted with any Governmental or Regulatory Authority; and (e) to the extent reasonably necessary in connection with any dispute with respect to this Agreement. The Reinsurer agrees to hold medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Policies in confidence to the extent required to be held in confidence under applicable Law and the Reinsurer's privacy policy or policies

and shall establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of such information which are no less rigorous than those maintained by Reinsurer for its own information of a similar nature. Notwithstanding anything to the contrary, for purposes of this Section 12.1, the Reinsurer in its capacity as Administrator on behalf of the Company shall not be considered an advisor, agent or administrator of the Company.

ARTICLE XIII
DEFINITIONS AND CONSTRUCTION

Section 13.1 Definitions. Unless the context requires otherwise, for all purposes of this Agreement, the capitalized terms set forth below shall have the following meanings:

(a) “Actual Ceding Commission” has the meaning ascribed thereto in Section 1.3(b)(iv).

(b) “Actual Initial Coinsurance Premium” has the meaning ascribed thereto in Section 1.3(a)(iv).

(c) “Adjusted Capital and Surplus” has the meaning ascribed thereto in the Stock Purchase Agreement.

(d) “Administrative Services Agreement” has the meaning ascribed thereto in the Recitals.

(e) “Administrator” means the Reinsurer in its capacity as administrator under the Administrative Services Agreement.

(f) “Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person at the time at which the determination of affiliation is made. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

(g) “Agreement” has the meaning ascribed thereto in the Recitals.

(h) “Applicable Rate” means, with respect to any payment date, an interest rate equal to one-month LIBOR for dollars that appears on page LIBOR 01 (or a successor page) of the Reuters Telerate Screen as of 11:00 a.m., London time, on the day that is two Business Days preceding such payment date.

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- (i) “Asserted Liability” has the meaning ascribed thereto in Section 11.4(a).
- (j) “Assumed Reinsurance Agreement” means any reinsurance agreement in effect as of the Effective Time under which the Company assumes liabilities or obligations with respect to any Policy, including the assumed reinsurance agreements listed on Schedule 13.1(i) hereto.
- (k) “Bank Accounts” has the meaning ascribed thereto in Section 6.3.
- (l) “Books and Records” has the meaning ascribed thereto in the Stock Purchase Agreement, but shall not include Tax Returns or Tax Records (each as defined in the Stock Purchase Agreement).
- (m) “Business Day” means any day other than a Saturday, a Sunday or a day on which banks in Birmingham, Alabama or Greenville, South Carolina are authorized or obligated by law or executive order to remain closed.
- (n) “Ceding Commission” has the meaning ascribed thereto in Section 1.3(b)(i).
- (o) “Ceding Commission Adjustment” has the meaning ascribed thereto in Section 1.3(b)(iv).
- (p) “Ceding Commission Reconciliation Statement” has the meaning ascribed thereto in Section 1.3(b)(iv).
- (q) “Claimant” has the meaning ascribed thereto in Section 10.1(c).
- (r) “Claims Notice” has the meaning ascribed thereto in Section 11.3.
- (s) “Closing Date” means the date on which the closing of the transactions contemplated by the Stock Purchase Agreement occurs.
- (t) “Code” means the Internal Revenue Code of 1986, as amended.
- (u) “Collateral” has the meaning ascribed thereto in Section 1.10(a).
- (v) “Company” has the meaning ascribed thereto in the Recitals.
- (w) “Company Indemnified Parties” has the meaning ascribed thereto in Section 11.2.
- (x) “Company’s Objection” has the meaning ascribed thereto in Section 10.2(a).
- (y) “Company Termination Payment” has the meaning ascribed thereto in Section 9.4.

(z) “Confidential Information” means (i) with respect to the Company, any information with respect to the Company (other than information relating to the Policies) that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of the Company (other than proposed, current, and former policyowners, insureds, applicants and beneficiaries of the Policies) and information or knowledge about the Company’s processes, services, finances and reserving methodology and (ii) with respect to the Reinsurer, any information with respect to the Policies or the Reinsurer that is not generally available to the public, and includes, without limitation, policyholder lists, any medical, financial and other personal information about proposed, current, and former policyowners, insureds, applicants, and beneficiaries of Policies and information or knowledge about the Reinsurer’s processes, services, finances and reserving methodology.

(aa) “Consultation Period” has the meaning ascribed thereto in Section 10.2(b).

(bb) “CPA Firm” has the meaning ascribed thereto in Section 10.2(b).

(cc) “Demand” has the meaning ascribed thereto in Section 10.1(c).

(dd) “Direct Reinsured Policies” has the meaning ascribed thereto in Section 1.1.

(ee) “Discounted Interest Maintenance Reserve Amortization” has the meaning ascribed thereto in (i) with respect to the calculation of the Estimated Ceding Commission, Annex C and (ii) with respect to the calculation of the Actual Ceding Commission, Annex D.

(ff) “Effective Date” means April 29, 2011.

(gg) “Effective Time” means 12:01 a.m. Eastern time on the Effective Date.

(hh) “Encumbrance” has the meaning ascribed thereto in the Stock Purchase Agreement.

(ii) “Estimated Balance Sheet” has the meaning ascribed thereto in the Stock Purchase Agreement.

(jj) “Estimated Ceding Commission” has the meaning ascribed thereto in Section 1.3(b)(ii).

(kk) “Estimated Initial Coinsurance Premium” has the meaning ascribed thereto in Section 1.3(a)(ii).

(ll) "Estimated NB Volume Adjustment Schedule" has the meaning ascribed thereto in the Stock Purchase Agreement.

(mm) "Excluded Liabilities" means any claim or liability under, in connection with, or with respect to the Policies, for Extra Contractual Obligations (i) that are based upon, relate to, or arise out of, any act, error or omission of the Company, its Affiliates or any of their respective officers, directors, employees or agents (excluding the Reinsurer and its Affiliates in their capacity as Administrator pursuant to the Administrative Services Agreement and any successor, assign, designee or subcontractor appointed by the Reinsurer as Administrator) occurring on or after the Effective Time, unless the Reinsurer directed or consented to the act or course of conduct that led directly to the imposition of the Extra Contractual Obligations; provided, however, that the term "Excluded Liabilities" shall not apply to Extra Contractual Obligations in Schedule 7.3(a)(1) to the Stock Purchase Agreement; or (ii) to the extent such Extra Contractual Obligations were included as liabilities on the Final Balance Sheet and were not included in Adjusted Capital and Surplus; provided, that an amount in excess of the amount reflected as a liability on the Final Balance Sheet shall not be an Excluded Liability.

(nn) "Existing Direct Reinsured Policies" has the meaning ascribed thereto in Section 1.1.

(oo) "Existing Indirect Reinsured Policies" has the meaning ascribed thereto in Section 1.1.

(pp) "Extra Contractual Obligations" means all liabilities, obligations or losses (whether known or unknown, contingent or otherwise) incurred or arising at any time under or relating to any Policy that are not provided by the contractual benefits arising under the express terms and conditions of such Policy or are in excess of the applicable Policy benefits, including, without limitation, any liability for taxes, toll charges, fines, penalties, forfeitures, excess or penalty interest, punitive, special, exemplary or other form of extra-contractual damages or attorneys' fees and costs awarded, which liabilities, obligations or losses arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise relating to: (i) the marketing, sale, underwriting, issuance or administration of the Policies; (ii) the investigation, defense, trial, settlement or handling of claims, benefits or payments under the Policies; (iii) the failure to pay, the delay in payment of, or errors in calculating or administering the payment of, benefits, claims or any other amounts due or alleged to be due under or in connection with the Policies; (iv) Premium Taxes other than those settled under Section 1.6 in connection with premiums received under the Policies; (v) the failure of any Policy to provide the purchaser, policyholder, account holder or other holder or intended beneficiaries thereof with tax treatment under the Code that is the same as or more favorable than the tax treatment under the Code (1) that was purported to apply in materials provided at the time of issuance, assumption, exchange, modification or sale of the Policy by the Company or

any of its predecessors or (2) for which policies or contracts of that type are intended to qualify under the Code; (vi) the treatment of any Policy as a “modified endowment contract” within the meaning of Section 7702A of the Code, except where the holder of the Policy shall have consented to its status as a “modified endowment contract” under Section 7702A; (vii) costs and expenses attributable to services performed pursuant to Schedule 7.3(a)(1)(a)(ii) to the Stock Purchase Agreement; (viii) the failure of the Company to comply with any applicable tax information reporting or disclosure requirements (other than any such requirements applicable to the Company’s income tax returns) or tax withholding requirements with respect to distributions or payments made pursuant to the Policies; (ix) any Taxes (as defined in the Stock Purchase Agreement) applicable to the Transferred Assets; and (x) any transfer, sales, use, value added, excise, stock transfer, documentary stamp, recording, registration and any similar taxes that become payable as a result of the acquisition by the Life Reinsurer of the Transferred Assets (including any real property transfer tax and any similar tax); provided that “Extra Contractual Obligations” will not under any circumstances include U.S. federal or state income or capital stock or similar taxes (or interest or penalties payable with respect thereto) imposed upon the Company or any of its Affiliates.

(qq) “Fair Market Value” means, with respect to any asset (other than cash) as of any date of determination, the fair market value of such asset determined in accordance with SAP and based on the closing price obtained from Interactive Data Corporation, as of the close of business on the Business Day prior to the date of determination, together with any accrued and unpaid interest thereon, minus (x) for purposes of determining the Value of the Transferred Assets three Business Days prior to the Effective Date, the estimated amount of any principal and interest (to the extent included in such valuation) to be paid to the Company (and not the Reinsurer) following the date of determination as holder of record of such asset on or prior to the Closing Date or (y) for purposes of determining the Value of the Transferred Assets as of the Effective Date, the amount of any principal and interest (to the extent included in such valuation) paid or to be paid to the Company (and not the Reinsurer) following the date of determination as holder of record of such asset on or prior to the Closing Date.

(rr) “Final Balance Sheet” has the meaning ascribed thereto in the Stock Purchase Agreement.

(ss) “Final NB Volume Adjustment Schedule” has the meaning ascribed thereto in the Stock Purchase Agreement.

(tt) “Financed Amount” means, as of any date of determination, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Reinsurer with respect to all or any portion of the Reinsured Policies retroceded by the Reinsurer in connection with any reserve financing or securitization transaction as of such date of determination reduced by credit

for reinsurance taken by the Company in respect of such Financed Amount for Other Reinsurance; provided that the Financed Amount shall not exceed \$250,000,000 without the prior written consent of the Company. Such reserves and liabilities are posted in lines 1 through 9.4 inclusive on page 3 of the Company's 2010 financial statements as prepared under SAP. For years after 2010, reserves and liabilities corresponding to those lines of the Company's 2010 SAP financial statements will be included in the Financed Amount even if the form of SAP financial statements changes.

(uu) "Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any federal, national, state, municipal, county, city or other political subdivision.

(vv) "Indemnified Party" has the meaning ascribed thereto in Section 11.3.

(ww) "Indemnifying Party" has the meaning ascribed thereto in Section 11.3.

(xx) "Indirect Reinsured Policies" has the meaning ascribed thereto in Section 1.1.

(yy) "Initial Coinsurance Premium" has the meaning ascribed thereto in Section 1.3(a)(i).

(zz) "Initial Coinsurance Premium Adjustment" has the meaning ascribed thereto in Section 1.3(a)(iv).

(aaa) "Initial Coinsurance Premium Reconciliation Statement" has the meaning ascribed thereto in Section 1.3(a)(iv).

(bbb) "Interest Maintenance Reserve" means the interest maintenance reserve, as determined in accordance with SAP, consistently applied.

(ccc) "Law" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any state, municipality, county, city or other political subdivision thereof or of any Governmental or Regulatory Authority.

(ddd) "Life NB Amount" has the meaning ascribed thereto in Exhibit B to the Stock Purchase Agreement.

(eee) "Losses" means any damages, claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, fees, assessments, interest, penalties, and reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses).

(fff) "Monthly Accounting Period" means, with respect to any calendar month, the period beginning on the first day of such calendar month and ending on the last day of such calendar month.

(ggg) "Net Retained Liabilities" means, with respect to any time of determination, all liabilities or obligations in respect of any Policies that, under the terms of any Other Reinsurance Agreement covering such Policy, (i) the Company is required to retain unreinsured and for its own account or (ii) in the opinion of the Company and the Reinsurer, requires consent from any party to such agreement in order to effect reinsurance under this Agreement, and as to which a waiver of such requirement or other consent has not been obtained prior to such time of determination.

(hhh) "Net Retained Liabilities Cash Adjustment" has the meaning ascribed thereto in Section 1.3(c).

(iii) "Net Retained Liabilities Cash Reconciliation Statement" has the meaning ascribed thereto in Section 1.3(c).

(jjj) "Net Retained Liabilities Ceding Commission Interest" means an amount equal to the ratio of the Net Retained Liabilities Initial Ceding Commission Adjustment as of the True-Up Date over the Net Retained Liabilities as of the True-Up Date, multiplied by an amount equal to the Net Retained Liabilities Earned Interest.

(kkk) "Net Retained Liabilities Earned Interest" means an amount equal to the ratio of the Net Retained Liabilities Initial Coinsurance Premium Adjustment as of the True-Up Date over the actual amount of the Initial Coinsurance Premium, multiplied by an amount equal to the aggregate interest earned on the Transferred Assets from the Effective Date through the True-Up Date.

(lll) "Net Retained Liabilities Initial Ceding Commission Adjustment" means, as of any time of determination, an amount equal to the portion of the \$200,500,000 amount set forth in clause (1) of the definition "Ceding Commission" attributable to the Net Retained Liabilities immediately prior to such time, determined by the Reinsurer in accordance with the methodology set forth on Annex E.

(mmm) "Net Retained Liabilities Initial Coinsurance Premium Adjustment" means, as of any time of determination, an amount equal to the Reinsurer's Share of gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that were required to be held by the Company immediately prior to the Effective Time with respect to the Net Retained Liabilities as of such time, net of (1) the Reinsurer's Share of policy loan balances immediately prior to the Effective Time on Net Retained Liabilities as of such time, and (2) the Reinsurer's Share of net due and deferred Premiums immediately prior to the Effective Time on Net Retained Liabilities as of such

time, reduced by credit for reinsurance taken by the Company in respect of the Net Retained Liabilities for Other Reinsurance immediately prior to the Effective Time. Such reserves and liabilities are posted in lines 1 through 9.4 inclusive on page 3 of the Company's 2010 financial statements as prepared under SAP. For years after 2010, reserves and liabilities corresponding to those lines of the Company's 2010 SAP financial statements will be included in the Net Retained Liabilities Initial Coinsurance Premium Adjustment even if the form of SAP financial statements changes.

(nmn) "Net Retained Liabilities True-Up Date" means the earlier of (i) the True-Up Date and (ii) the date that is seventy-five days following the Effective Date.

(ooo) "Net Retained Liability Ceding Commission Amount" means with respect to any Net Retained Liability for which a waiver or consent is obtained subsequent to the Net Retained Liabilities True-Up Date to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, an amount equal to the portion of the \$200,500,000 amount set forth in clause (1) of the definition "Ceding Commission" attributable to such Net Retained Liability determined by the Reinsurer in accordance with the methodology set forth on Annex F.

(ppp) "Net Retained Liability Reserve Transfer Amount" means with respect to any Net Retained Liability for which a waiver or consent is obtained subsequent to the Net Retained Liabilities True-Up Date to reinsure such Net Retained Liability under the terms of this Agreement or the Parties otherwise agree that any such waivers or consents shall not be required as a condition to coverage hereunder, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to such Net Retained Liability immediately prior to the time of such waiver, consent or agreement by the Parties, as applicable, net of the Reinsurer's Share of (1) policy loan balances on such Net Retained Liability immediately prior to the time of such waiver, consent or agreement by the Parties, as applicable, and (2) net due and deferred Premiums on such Net Retained Liability immediately prior to the time of such waiver, consent or agreement by the Parties, as applicable, reduced by credit for reinsurance taken by the Company in respect of such Net Retained Liability for Other Reinsurance immediately prior to the time of such waiver, consent or agreement by the Parties, as applicable. Such reserves and liabilities are posted in lines 1 through 9.4 inclusive on page 3 of the Company's 2010 financial statements as prepared under SAP. For years after 2010, reserves and liabilities corresponding to those lines of the Company's 2010 SAP financial statements will be included in Net Retained Liability Reserve Transfer Amount even if the form of SAP financial statements changes.

(qqq) "Net Settlement" has the meaning ascribed thereto in Section 6.4.

(rrr) “New Direct Reinsured Policies” has the meaning ascribed thereto in Section 1.1.

(sss) “New Indirect Reinsured Policies” has the meaning ascribed thereto in Section 1.1.

(ttt) “Non-Guaranteed Elements” has the meaning ascribed thereto in Section 1.8(b).

(uuu) “Notice of Agreement” has the meaning ascribed thereto in Section 10.2(a).

(vvv) “Other Reinsurance” means reinsurance ceded with respect to Reinsured Policies under the terms of the ceded reinsurance agreements that the Company has entered into with third parties prior to the Effective Time covering the Reinsured Policies, including the ceded reinsurance agreements listed on Schedule 13.1(ttt) hereto, and any ceded reinsurance agreement entered into by the Company with the Reinsurer’s consent pursuant to Section 1.7, as all such reinsurance ceded may be in force from time to time.

(www) “Other Reinsurance Agreements” means the reinsurance treaties and agreements documenting the Other Reinsurance (including all amendments and modifications thereto entered into prior to the Effective Date or pursuant to Section 2.2).

(xxx) “Other Reinsurance Benefits” means, for any period, the aggregate amount of benefits received by the Company for reinsurance ceded pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

(yyy) “Other Reinsurance Premiums” means, for any period, the aggregate amount of premiums paid by the Company pursuant to Other Reinsurance Agreements with respect to the Reinsured Policies during such period.

(zzz) “Panel” has the meaning ascribed thereto in Section 10.1(d)(i).

(aaaa) “Party” has the meaning ascribed thereto in the Recitals.

(bbbb) “Parties” has the meaning ascribed thereto in the Recitals.

(cccc) “Permitted Encumbrance” has the meaning ascribed thereto in the Stock Purchase Agreement.

(dddd) “Person” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or other entity or organization.

(eeee) “Policies” mean (1) all of the insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and

including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by Company other than such insurance policies and contracts falling within the following lines of business: annuities, variable life and annuity certain supplemental contracts included on Exhibit 7 of the Company's statutory financial statements and (2) the insurance policies and contracts (including supplementary contracts), together with all related binders, slips and certificates and including applications therefor and all supplements, endorsements, riders and agreements in connection therewith, issued or reinsured by Company and listed on Schedule 13.1(cccc) hereto.

(ffff) "Premiums" means premiums and considerations due or to become due, premiums deferred and uncollected, premium adjustments and any and all amounts or payments, including any and all policy fees, charges, reimbursements and similar amounts, which are or were held, received or collected by Company, or which are now due or will become due from any source under or in connection with the Reinsured Policies, but not including Other Reinsurance Premiums.

(gggg) "Premium Taxes" has the meaning ascribed thereto in Section 1.6(b).

(hhhh) "Producer" has the meaning ascribed thereto in the Stock Purchase Agreement.

(iiii) "Producer Agreements" has the meaning ascribed thereto in the Stock Purchase Agreement.

(jjjj) "Producer Payments" means any expense allowance, commission, override commission, service fee or other compensation payable by the Company to a Producer pursuant to a Producer Agreement (i) in connection with any Reinsured Policy and (ii) not in the ordinary course of the Company's business in connection with any Policy other than a Reinsured Policy.

(kkkk) "Purchase Price Adjustment Materials" has the meaning ascribed thereto in the Stock Purchase Agreement.

(llll) "Qualified United States Financial Institution" means an institution that is (a) organized or, for a United States branch or agency office of a foreign banking organization, licensed under the laws of the United States or any state thereof and has been granted authority to operate with fiduciary powers and (b) regulated, supervised and examined by federal or state authorities having regulatory authority over banks and trust companies.

(mmmm) "RBC Ratio" means the ratio, as of the date of determination, of the Company's or the Reinsurer's "total adjusted capital" over its "company action level risk-based capital", as applicable, as such terms are defined and prescribed by requirements

promulgated by the National Association of Insurance Commissioners and regulations adopted by the insurance regulatory authorities in the Company's or the Reinsurer's state of domicile, as applicable, which are in effect as of such date, calculated as of the end of each calendar quarter, and using reserving methodologies and asset classifications that are in accordance with generally accepted statutory accounting principles and practices required or permitted by the National Association of Insurance Commissioners and the insurance regulatory authority in the Company's or the Reinsurer's state of domicile, as applicable, consistently applied throughout the specified period and in the immediately prior comparable period. When an RBC Ratio is calculated for any period that is not based on data contained in the annual financial statement of the Company or the Reinsurer, "premium" (as defined in the instructions for preparing the RBC Ratio as promulgated by the National Association of Insurance Commissioners) for such year-to-date period will be reasonably estimated and annualized wherever required in such calculation.

(nnnn) "Reinsured Liabilities" means all gross liabilities and obligations arising out of or relating to the Reinsured Policies (other than the Net Retained Liabilities, Extra Contractual Obligations and the Excluded Liabilities), net of Other Reinsurance Benefits.

(oooo) "Reinsured Policies" has the meaning ascribed thereto in Section 1.1.

(pppp) "Reinsurer" has the meaning ascribed thereto in the Recitals.

(qqqq) "Reinsurer Indemnified Parties" has the meaning ascribed thereto in Section 11.2.

(rrrr) "Reinsurer's Share" has the meaning ascribed thereto in Section 1.2.

(ssss) "Reinsurer Termination Payment" has the meaning ascribed thereto in Section 9.4.

(tttt) "Representatives" has the meaning ascribed thereto in Section 12.1.

(uuuu) "Required Balance" has the meaning ascribed thereto in Section 3.1(b).

(vvvv) "Respondent" has the meaning ascribed thereto in Section 10.1(c).

(wwww) "Review Period" has the meaning ascribed thereto in Section 10.2(a).

(xxxx) "SAP" means the statutory accounting principles and practices prescribed by the Company's state of domicile.

(yyyy) "Seller" has the meaning ascribed to it in the Stock Purchase Agreement.

(zzzz) "Statutory Book Value" means the carrying value of the subject asset or liability on the books of the Reinsurer for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Reinsurer's state of domicile, consistently applied.

(aaaa) "Statutory Reserves" means, as of any date of determination, the gross statutory reserves (including deficiency reserves) and any additional policy-related liabilities that are required to be held by the Company with respect to the Reinsured Policies, as of such date of determination reduced by credit for reinsurance taken by the Company or by the Reinsurer in respect of the Reinsured Policies for Other Reinsurance as of such date of determination. Such reserves and liabilities are posted in lines 1 through 9.4 inclusive on page 3 of the Company's 2010 financial statements as prepared under SAP. For years after 2010, reserves and liabilities corresponding to those lines of the Company's 2010 SAP financial statements will be included in Statutory Reserves even if the form of SAP financial statements changes.

(bbbb) "Stock Purchase Agreement" means the Stock Purchase Agreement, dated as of October 22, 2010, by and among RBC Insurance Holdings (USA) Inc., Athene Holding, Ltd., Protective Life Insurance Company, and, solely for purposes of Sections 5.14 through Section 5.17 and Articles 7, 8 and 10 of thereof, RBC USA Holdco Corporation, as amended from time to time.

(cccc) "Third Party Claimant" has the meaning ascribed thereto in Section 11.4(a).

(dddd) "Transferred Assets" has the meaning ascribed thereto in Section 1.3(a)(i).

(eeee) "Transition Services Agreement" has the meaning ascribed thereto in the Stock Purchase Agreement.

(ffff) "True-Up Date" has the meaning ascribed thereto in Section 1.3(a)(iv).

(gggg) "Trust Account" has the meaning ascribed thereto in Section 3.1(a).

(hhhh) "Trust Agreement" means the Trust Agreement between the Reinsurer, as grantor, the Company, as beneficiary, and the Trustee, as trustee, substantially in the form attached as Exhibit A hereto.

(iiii) "Trustee" has the meaning ascribed thereto in Section 3.1(a).

(jjjj) "UCC" has the meaning ascribed thereto in Section 1.10(b)(i).

(kkkk) "Umpire" has the meaning ascribed thereto in Section 10.1(d)(ii).

(l)lll) “Unresolved Items” has the meaning ascribed thereto in Section 10.2(b).

(mmmm) “Value” means, as of any date of determination, the sum of (i) the amount of cash included in the Transferred Assets as of such date, (ii) the excess of (1) the aggregate Statutory Book Value (as reflected in the Company’s Estimated Balance Sheet or Final Balance Sheet, as applicable) of all assets included in the Transferred Assets that are commercial mortgage loans and real estate owned for investment purposes, together with any accrued and unpaid interest thereon, but net of any liability specifically related to any such Transferred Assets to the extent such liability is accounted for on the Estimated Balance Sheet or the Final Balance Sheet, as applicable, over (2) \$18,000,000 and (iii) the aggregate Fair Market Value of all other assets included in the Transferred Assets as of such date.

Section 13.2 Construction.

(a) For purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated.

(b) Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

(c) For purposes of this Agreement, the term “including” means “including but not limited to.”

(d) Whenever used in this Agreement, the masculine gender shall include the feminine and neutral genders.

(e) All references herein to Articles, Sections, Subsections, Paragraphs, Exhibits and Schedules shall be deemed references to Articles, Sections, Subsections and Paragraphs of, and Exhibits, Annexes and Schedules to, this Agreement, unless the context shall otherwise require.

(f) Any reference herein to any statute, agreement or document, or any section thereof, shall, unless otherwise expressly provided, be a reference to such statute, agreement, document or section as amended, modified or supplemented (including any successor section) and in effect from time to time.

(g) All terms defined in this Agreement shall have the defined meaning when used in any Schedule, Annex, Exhibit, certificate or other documents attached hereto or made or delivered pursuant hereto unless otherwise defined therein.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 Books and Records. On the Effective Date or as soon as possible thereafter (but not later than three Business Days after the Company has received the applicable Books and Records from Seller pursuant to the transfer required under the Stock Purchase Agreement) in the manner (and in the case of physical Books and Records at the location(s)) reasonably requested by the Reinsurer, the Company will transfer the Books and Records relating to the Reinsured Policies to the Reinsurer; provided, that the Company shall be permitted to retain a copy of the Books and Records transferred to the Reinsurer. The Reinsurer agrees that, on and after the Effective Date, and for such period of time as may be required under the Reinsurer's standard record retention practices and procedures, and in accordance with applicable Law, it will maintain true and accurate Books and Records with respect to the Reinsured Policies of all reinsurance hereunder. So long as any Reinsured Policies are in force and subject to coinsurance hereunder, the Reinsurer shall make available for inspection and copying by the Company and its Representatives, during normal business hours of the Reinsurer upon forty-eight hours' advance written notice, any non-privileged financial or other records pertaining to the Reinsured Policies that may reasonably be required by the Company for financial statement preparation or any other reasonable business purpose.

Section 14.2 Inspection by Reinsurer. Upon reasonable notice, Reinsurer and its Representatives may inspect any and all books, records, documents or similar information reasonably relating to or affecting the Reinsured Policies or reinsurance under this Agreement at the appropriate office of the Company, during normal business hours upon forty-eight hours' advance written notice.

Section 14.3 Errors and Omissions. If any delay, omission, error or failure to pay amounts due or to perform any other act required by this Agreement is caused by mistake, misunderstanding or oversight, the Parties will equitably adjust the situation to what it would have been had the mistake, misunderstanding or oversight not occurred, and the reinsurance provided hereunder will not be invalidated. Should it not be possible to adjust the situation, it will be referred to dispute resolution pursuant to Article X or to such other dispute resolution procedure as may be mutually selected by the Parties.

Section 14.4 Offset. Any amount which either the Company or the Reinsurer is contractually obligated to pay to the other Party under this Agreement may be paid out of any amount which is due and unpaid under this Agreement. The application of this offset provision will not be deemed to constitute diminution in the event of insolvency.

Section 14.5 Reimbursement of Expenses. The Reinsurer shall reimburse the Company promptly for any expenses it incurs in complying with any request, direction, recommendation or instruction of the Reinsurer pursuant to Section 1.4, Section 1.5, Section 2.2 or Section 3.3(b).

Section 14.6 Parties to this Agreement. This is an agreement for indemnity reinsurance solely between the Company and the Reinsurer. The performance of the obligations of each Party under this Agreement shall be rendered solely to the other Party. The acceptance of risks under this Agreement shall create no right or legal relationship between the Reinsurer and the insured, owner or beneficiary of any insurance policy or other contract of the Company.

Section 14.7 Authority. Neither the Company nor the Reinsurer shall have any power or authority to act for or on behalf of the other except as expressly granted herein or in the Administrative Services Agreement, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein. No employee or agent of either Party shall be considered an employee or agent of the other.

Section 14.8 No Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written approval of the other Party. Notwithstanding the foregoing, the Reinsurer shall not be prohibited from further transfer of risks accepted hereunder on a retrocession or other basis without the prior approval of the Company, provided that any transfer shall not relieve the Reinsurer of its obligations under this Agreement.

Section 14.9 Notices. Any notice, approval, request, consent, instruction, or other document to be given hereunder by any Party hereto to the other Party hereto will be delivered by personal delivery, overnight express or facsimile (followed by telephone confirmation with the intended recipient), as follows:

If to the Company, to:

Liberty Life Insurance Company
P.O. Box 1389
Greenville, South Carolina 29602-1389
Telephone: (864) 609-1307
Facsimile: (864) 609-1049
Attention: President

with copies (which shall not constitute notice) to:

Liberty Life Insurance Company
c/o Athene Asset Management LLC
1219 Morningside Drive
Manhattan Beach, CA 90266
Telephone: (310) 939-1904
Fax: (310) 939-1903
Attention: Secretary
Email: golden@athenellc.com

and

Athene Holding Ltd.
First Floor, Chesney House, 96 Pitt's Bay Road
Pembroke HM 08, Bermuda
Telephone: (441) 279-8412
Facsimile: (441) 279-8401
Attention: Chip Gillis; Zachary Jones; Tab Shanafelt
Email: cgillis@athenelifere.bm; zjones@athenelifere.bm;
tshanafelt@athenelifere.bm

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Reinsurer, to:

Protective Life Insurance Company
2801 Highway 280 South
Birmingham, Alabama 35223
Telephone: (205) 268-1000
Facsimile: (205) 268-3597
Attn: Alfred F. Delchamps, III
Email: Al.Delchamps@Protective.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909- 6459
Facsimile: (212) 909- 7459
Attn: Nicholas F. Potter, Esq.

or at such other address for a Party as will be specified by like notice. Each notice or other communication required or permitted under this Agreement that is addressed as provided in this section will be deemed given upon delivery.

Section 14.10 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Company or Reinsurer under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 14.11 Announcements. Except as required by applicable Law or in connection with public disclosure to investors or analysts, the content and timing of public announcements by either Party concerning the transactions contemplated by this Agreement must be approved in advance by both Parties, but such approval shall not be unreasonably withheld, conditioned or delayed.

Section 14.12 Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits to this Agreement are attached hereto and are incorporated herein by reference. The provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) shall be deemed to control in the event of any inconsistency or conflict between the provisions of this Agreement (without reference to any attached Schedules, Annexes and Exhibits) and the Schedules, Annexes and Exhibits attached hereto.

Section 14.13 Entire Agreement. This Agreement and any Schedules, Annexes and Exhibits attached hereto supersede all prior discussions and written and oral agreements between the Parties with respect to the subject matter of this Agreement. This Agreement (and any Schedules, Annexes and Exhibits attached hereto) and the Administrative Services Agreement contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

Section 14.14 Binding Effect. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective permitted assignees and successors (including, without limitation, any liquidator, rehabilitator, receiver or conservator of a Party).

Section 14.15 Waiver and Amendment. This Agreement may be modified or amended only by a writing duly executed by the Company and the Reinsurer. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. A waiver must be in writing and must be executed by such Party. A waiver on any occasion shall not be deemed to be a waiver of the same or any term or condition on a future occasion.

Section 14.16 Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

Section 14.17 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Section 14.18 No Prejudice. The Parties agree that this Agreement has been jointly negotiated and drafted by the Parties hereto and that the terms hereof shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting.

Section 14.19 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina without giving effect to the principles of conflicts of law rules thereof.

Section 14.20 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that the other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

Section 14.21 Recourse. Without limiting the rights of any party under the Stock Purchase Agreement of any party thereto, the Parties agree that all obligations of the Company under this Agreement and all representations and warranties of the Company made herein are without recourse to the Seller or its Affiliates or any director, officer, agent or representative of any of the foregoing.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers effective this 29th day of April, 2011.

LIBERTY LIFE INSURANCE COMPANY

By: _____

Name: Guy Hudson Smith III

Title: President

PROTECTIVE LIFE INSURANCE COMPANY

By: _____

Name:

Title:


Signature page—Life Business Reinsurance Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers effective this 29th day of April, 2011.

LIBERTY LIFE INSURANCE COMPANY

By: _____
Name:
Title:

PROTECTIVE LIFE INSURANCE COMPANY


By: _____
Name: Carolyn King
Title: Senior Vice President, Acquisitions and Corporate
Development

Signature page—Life Business Reinsurance Agreement

Schedule 1.3(a)(i)
Real Property

1. Property located at 11219 South Orange Blossom Trail, Orange County, Florida, 32827 acquired through foreclosure sale on March 10, 2009.
2. Property located at 15704 90th Street NE, Otsego, Minnesota 55330 acquired through foreclosure sale on January 5, 2010.
3. Property located at 8961 Conference Drive, Lee County, Florida, 33919 acquired through foreclosure sale on September 24, 2010.
4. Summergreen Court – Rear Summergreen Court, Gwinnett County, Georgia – Pin: R7214408
5. Property located at 2355 Mall of Georgia Boulevard, Gwinnett County, Georgia, 30519 acquired through foreclosure sale on October 5, 2010.
6. Property located at 2401 Dineen Avenue, Orlando, Orange County, Florida, 32804 acquired through foreclosure sale on October 11, 2010.
7. Property located at 1160 Due West Avenue North, Madison, Tennessee, 37115 acquired through foreclosure on October 25, 2010.

Schedule 5.6
New Policies Under Producer Agreements

Producer Agreements with the following Producers:

1. Producers Choice
2. Annuity Source, Inc.
3. ECA
4. Ash Brokerage
5. LTA Marketing Group
6. E-Financial
7. Spectrum Direct Insurance Services, Inc.
8. Select Quote
9. Matrix Direct, Inc.
10. Creative Marketing International Corporation

Schedule 13.1(i)
Assumed Reinsurance Agreements

1. American Accident Reinsurance Group, effective as of September 1, 1979
2. American Accident Reinsurance Group, effective as of September 1, 1979
3. American Bankers Life Assurance Co., effective as of July 1, 1989
4. Continental Assurance Co., effective as of November 1, 1954
5. Continental Assurance Co., effective as of November 1, 1954
6. Family Benefit Life Insurance Co., effective as of November 1, 1964
7. Reassure America Life Insurance Co., effective as of June 1, 1950
8. Reassure America Life Insurance Co., effective as of June 1, 1950
9. VFL Int'l Life Co. SPC Ltd., effective as of June 1, 2000

Schedule 13.1(tt)
Other Reinsurance

[Attached]

<u>Initial Year</u>	<u>Product Line</u>	<u>Product</u>	<u>Company</u>	<u>Former Company</u>	<u>Reinsurer</u>	<u>Former Reinsurer</u>	<u>Former Reinsurer #2</u>	<u>Status</u>	<u>Termination Date</u>	
1	2003	Life	Coinsurance (Express Term I & II)	RBC Ins	Liberty Life Ins. Co.	Wilton Reassurance Life of NY	American Life Ins. Co. of NY	Closed for NB	January 6, 2006	
2	1981	Life	Facultative YRT Agreement & AD&D (Ten Year Select Non Experience Refund)	RBC Ins	Liberty Life Ins. Co.	American United (Employers Reassurance Co. as admins for AUL)	American United Life	Closed for NB	February 29, 2004	
3	1987	Life	Coinsurance (Argus Universal Life "Gold Plan")	RBC Ins	Liberty Life Ins. Co.	(Argus) Generali	BMA	Argus	Closed for NB	
4	1984	Life	YRT (LP-90, LP-80, GPWL & SWL Plans)	RBC Ins	Liberty Life Ins. Co.	(Argus) Generali	BMA	Argus	Open	
5	1990	Life	Bulk ADB	RBC Ins	Liberty Life Ins. Co.	BMA			Closed for NB	January 1, 1999
6	1995	Life	Continuum Product	RBC Ins	Liberty Life Ins. Co.	Protective Life	BMA		Open	
7	1988	Life	Automatic YRT (New Life/Super New Life(76232))	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central) US Business of Canada Life Assurance Co.	Crown Life Reinsurance Options		Closed for NB	April 14, 1997
8	2003	Life	Automatic Coinsurance (RBC Express Term)	RBC Ins	Liberty Life Ins. Co.	US Business of Canada Life Assurance Co.			Closed for NB	August 31, 2007
9	2004	Life	Automated Coinsurance (Express Term II, Simplified Issue, Fully Gauranteed Term)	RBC Ins	Liberty Life Ins. Co.	US Business of Canada Life Assurance Co.			Closed for NB	December 31, 2007
10	1969	Life	YRT (Disaster Excess Reinsurance Agreement)	RBC Ins	State National	ERC			Open	
11	1983	Life	Facultative YRT	RBC Ins	Liberty Life Ins. Co.	ERC	Phoenix Home Life		Closed for NB	
12	1988	Life	Automatic Coinsurance (ART to 75, 5 year R&C)	RBC Ins	Liberty Life Ins. Co.	ERC	Phoenix Home Life		Open	
13	1998	Life	Automatic YRT (Ultra, Ultra II, Plus, Plus II, SPUL, Flex, ISWL, 10 yr Level Term Rider, OIR)	RBC Ins	Liberty Life Ins. Co.	ERC	Phoenix Home Life		Open	
14	1988	Life	Automatic YRT (New Life/Super New Life(76232))	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central) ERC	Frankona America Life		Open	
15	1989	Life	Automatic Coinsurance (Level 10 Plan)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central) ERC	Frankona America Life		Open	
16	2003	Life	Automatic Coinsurance (Express Term)	RBC Ins	Liberty Life Ins. Co.	(BMA) ERC			Open	
17	1993		Indemnity Reinsurance Agreement (Preneed) (Estate Assurance)	RBC Ins	Liberty Life Ins. Co.	Union Security Ins.Co.	Fortis Benefits Ins.	Pierce National Life	Open	
18	1994		Indemnity Reinsurance Agreement (Preneed)	RBC Ins	Liberty Life Ins. Co.	Union Security Ins.Co.	Fortis Benefits Ins.	Pierce National Life	Open	
19	1981	Life	Facultative YRT	RBC Ins	Liberty Life Ins. Co.	General Re Life Corp.	General & Cologne Life Re		Open	
20	2003	Life	Automatic YRT (Clarity Duo VUL Plan)	RBC Ins	BMA	General Re Life Corp.	General & Cologne Life Re		Open	
21	2003	Life	Automatic YRT (Clarity Duo VUL Plan)	RBC Ins	BMA	Hannover Life Re Assurance Co. of America			Open	
22	2006	Life	AD&D Quota Share agreement	RBC Ins	Liberty Life Ins. Co.	Hannover Life Re Assurance Co. of America			Open	
23	1998	Accident & Health	Bulk ADB Quota Share agreement	RBC Ins	Liberty Life Ins. Co.	Hartford Life & Accident Ins. Co.			Closed for NB	March 1, 2005
24	1999	Accident & Health	Bulk ADB Quota Share agreement (Liberty Direct)	RBC Ins	Liberty Life Ins. Co.	Hartford Life & Accident Ins. Co.			Closed for NB	December 31, 2004
25	2001	Accident & Health	Hospital Income Quota Share agreement	RBC Ins	Liberty Life Ins. Co.	Hartford Life & Accident Ins. Co.			Closed for NB	December 31, 2005
26	2002	Accidental Death	Low Cost Decreasing Bulk Adb Quota Share agreement	RBC Ins	Liberty Life Ins. Co.	Hartford Life & Accident Ins. Co.			Closed for NB	December 31, 2005
27	1999	Life & Accident and Health	Coinsurance (Mortgage Life, disability Life & Accidental Death Ins.)	RBC Ins	Liberty Life Ins. Co.	Lifeshield National Insurance Co.	Homeshield Ins. Co.		Open	
28	1980	Life	Automatic Coinsurance (ART 80 Plan)	RBC Ins	Liberty Life Ins. Co.	(Argus) Swiss Re Life & Health America, Inc	Life Re Corp. of America	General Re Corp.	Closed for NB	July 1, 1987
29	1981	Life	Facultative YRT	RBC Ins	Liberty Life Ins. Co.	(Argus) Swiss Re Life & Health America, Inc	Life Re Corp. of America	General Re Corp.	Open	
30	1984	Life	Automatic Coinsurance UL	RBC Ins	Liberty Life Ins. Co.	(Argus) Swiss Re Life & Health America, Inc	Life Re Corp. of America	General Re Corp.	Closed for NB	July 1, 1987

31	1984	Life	Automatic Coinsurance UL	RBC Ins	Liberty Life Ins. Co.	(Southern Life Ins)	Swiss Re Life & Health America, Inc	Life Re Corp. of America	General Re Corp.	Open
32	1992	Life	Automatic Coinsurance Bulk (Limited ART, Five Year R&C, ART to 75)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	Life Re Corp. of America		Open
33	1991	Life	Automatic Coinsurance (GAM Business)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	Life Re Corp. of America		Open
34	1992	Life	Automatic YRT Bulk (Flex, Int. Sensitive WL, Plus, Plus II and Term to 95, Single Premium UL, Ultra & Ultra II)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	Life Re Corp. of America		Open

<u>Initial Year</u>	<u>Product Line</u>	<u>Product</u>	<u>Company</u>	<u>Former Company</u>	<u>Reinsurer</u>	<u>Former Reinsurer</u>	<u>Former Reinsurer #2</u>	<u>Status</u>	<u>Termination Date</u>
35	2001	Life	Direct Term 10, 20LT Coinsurance Agreement (Auto & Fac)	RBC Ins	Liberty Life Ins. Co.	Lincoln National Life Insurance Co. (Admin. By Swiss Re)		Closed for NB	
36	1970	Life	YRT (Group Life)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Lincoln (GX-2048)	Open	
37	1999	Life	YRT (Auto & Fac)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Lincoln (37)	Open	
38	1961	ART	Coinsurance (YRT to 75 & 5-Year Renewable and Convertible Term)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Lincoln (Linc-3)	Closed for NB	
39	1964	Life	Facultative YRT	RBC Ins	Liberty Life Ins. Co.	Munich American Reassurance Co.		Closed for NB	February 1, 1992
40	1989	Life	Automatic YRT (New & Super Life)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central)	Munich American Reassurance Co.	Open	
41	1989	Life	Coinsurance (New Life Level 10 plan)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central)	Munich American Reassurance Co.	Open	
42	1988	Life	Automatic Coinsurance (ART to 75)	RBC Ins	Liberty Life Ins. Co.		Munich American Reassurance Co.	Continental Assurance Co.	Open
43	1988	Life	Automatic YRT	RBC Ins	Liberty Life Ins. Co.		Munich American Reassurance Co.	Continental Assurance Co.	Open
44	2008	Life	Automatic Coinsurance (Express Term II)	RBC Ins	Liberty Life Ins. Co.		Munich American Reassurance Co.		Open
45	2008	Life	Automatic Coinsurance (RBC Level Term)	RBC Ins	Liberty Life Ins. Co.		Munich American Reassurance Co.		Open
46	1982	Life	Coinsurance (Modernizer Life)	RBC Ins	Liberty Life Ins. Co.	(Magnolia Life)	Optimum Re Insurance Co.	Life & Casualty Insurance Co. of Tennessee	Closed for NB
47	1963	Life	YRT	RBC Ins	Liberty Life Ins. Co.	(State National Life Ins. Co.)	Optimum Re Insurance Co.	AGC Life Ins. Co.	Open
48	1982	Life	YRT	RBC Ins	Liberty Life Ins. Co.	(State National Life Ins. Co.)	Optimum Re Insurance Co.	AGC Life Ins. Co.	Open
49	1983	Life	Coinsurance (ART 70 Plan)	RBC Ins	Liberty Life Ins. Co.	(State National Life Ins. Co.)	Optimum Re Insurance Co.	AGC Life Ins. Co.	Open
50	1990	Life	Coinsurance (Term to 90)	RBC Ins	Liberty Life Ins. Co.	(State National Life Ins. Co.)	Optimum Re Insurance Co.	AGC Life Ins. Co.	Open
51	1994	Life	YRT & Facultative Coinsurance (Millennium Series Term plans)	RBC Ins	Liberty Life Ins. Co.		Optimum Re Insurance Co.		Open
52	1999	Life	Coinsurance (Auto & Fac) (Term to 99)	RBC Ins	Liberty Life Ins. Co.		Optimum Re Insurance Co.		Open
53	1983	Life	Automatic YRT (New & Super Life)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central Life Ins. Co.)	RGA Reinsurance Co.	General American Life Ins. Co.	Open
54	2004	Life	Coinsurance (Auto & Fac) (ART to 75)	RBC Ins	Liberty Life Ins. Co.		RGA Reinsurance Co.		Open
55	2004	Life	YRT (Auto & Fac) (UL Interest Sensitive, WL, LP65)	RBC Ins	Liberty Life Ins. Co.		RGA Reinsurance Co.		Open
56	2004	Life	Coinsurance (Auto & Fac) (Level Term)	RBC Ins	Liberty Life Ins. Co.		RGA Reinsurance Co.		Closed for NB
57	2003	Life	Automatic YRT (Clarity Duo VUL Plan)	RBC Ins	BMA		Scottish Re U.S. , Inc		Closed for NB
58	2004	Life	Coinsurance Agreement (Level Term Products)	RBC Ins	Liberty Life Ins. Co.		Scottish Re U.S. , Inc		Closed for NB
59	1993	Life	Coinsurance (Credit Life)	RBC Ins	Liberty Life Ins. Co.		Southern Providence Life Ins. Co.		Open
60	1988	Life	Automatic YRT (New Life/Super New Life, Commercial Term Policy Decreasing Term Policy)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central Life Ins. Co.)	Security Life of Denver	ING	Open
61	1989	Life	Coinsurance (Level-10 plan)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central Life Ins. Co.)	Security Life of Denver	ING	Open
62	2004	Life	Coinsurance (RBC Level Term - 10,15,20&30 Year Plans)	RBC Ins	Liberty Life Ins. Co.		Security Life of Denver	ING	Open
63	2000	Annuity	Automatic Coinsurance Agreement (Equity indexed annuity)	RBC Ins	BMA		Sun Life Assurance Co. Of Canada US	KeyPort Life Ins. Co.	Open

64	1982	Life	Automatic YRT (Super Life Plan)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central Life Ins. Co.)	Swiss Re Life & Health America, Inc	North American Reassurance Co.	Open	
65	1988	Life	Automatic YRT (New Life / Super New Life Plan & Commercial Term, Decreasing Term)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central Life Ins. Co.)	Swiss Re Life & Health America, Inc	North American Reassurance Co.	Open	
66	1989	Life	Automatic Coinsurance (Level - 10 Plan)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central Life Ins. Co.)	Swiss Re Life & Health America, Inc	North American Reassurance Co.	Open	
67	1956	Life	Automatic YRT (1Manual policy inforce)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	North American Reassurance Co.	Open	
68	1967	Life	Accident and Sickness Agreement	RBC Ins	Liberty Life Ins. Co.	(Southern Life Ins. Co.)	Swiss Re Life & Health America, Inc	North American Reassurance Co.	Open	
69	2005	Life	YRT (Millennium Term)	RBC Ins	Liberty Life Ins. Co.		Lincoln National Life Insurance Co. (Admin. By Swiss Re)		Closed for NB	
70	1975	Life	Excess (Simplematic Individual Excess (SIE) Business)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	Southern Life	Closed for NB	December 31, 1986
71	2005	Life	Coinsurance (Term 10/Term 20)	RBC Ins	Liberty Life Ins. Co.		Lincoln National Life Insurance Co. (Admin. By Swiss Re)		Open	
72	1996	AD&D	Quota Share Agreement (Forms L-991 (1-96) and L-994 (1-96) PA, SC, WV)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	Cigna	Open	
73	1975	Life	Coinsurance (One Year Term)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc	Southern Life	Open	
74	2005	Life	YRT (ART to 100, YRT to 95, YRT to 75, UL products)	RBC Ins	Liberty Life Ins. Co.		Lincoln National Life Insurance Co. (Admin. By Swiss Re)		Open	
75	2006	Life	Coinsurance (Level Term)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc		Open	
76	2008	Life	Automatic YRT (WL & LP65)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc		Open	
77	2007	Life	Automatic YRT (Indexed Universal Life)	RBC Ins	Liberty Life Ins. Co.		Swiss Re Life & Health America, Inc		Open	

<u>Initial Year</u>	<u>Product Line</u>	<u>Product</u>	<u>Company</u>	<u>Former Company</u>	<u>Reinsurer</u>	<u>Former Reinsurer</u>	<u>Former Reinsurer #2</u>	<u>Status</u>	<u>Termination Date</u>	
78	1982	Life	YRT (Advanced Big Case Program)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Cigna	Closed for NB	November 1, 1988	
79	1988	Life	YRT (FLEX, Interest Sensitive WL, PLUS, PLUS II, Single Prem UL, ULTRA, ULTRA II) Coinsurance	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Connecticcate General	Open		
80	1988	Life	Automatic & Facultative YRT (LifeTrack Plus UL)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Connecticcate General	Closed for NB	April 20, 1989	
81	1997	Life	Facultative Coinsurance Agreement (YRT-80, YRT-100, Mortgage Term)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	North American Reassurance Co.	Open		
83	1984	Life	YRT (UL plan)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc	Cigna	Open		
84	1987	Life	Facultative (All forms of UL plans)	RBC Ins	Liberty Life Ins. Co.	Transamerica Life Ins Co.		Open		
85	1987	Life	Automatic Reinsurance (All UL plans, ART, 5 Yr RT, 10 Yr LT, Term - 95)	RBC Ins	Liberty Life Ins. Co.	Transamerica Life Ins Co.		Open		
86	1987	Life	Automatic Reinsurance (Excuflex (Group Term Carve Out))	RBC Ins	Liberty Life Ins. Co.	Transamerica Life Ins Co.		Open		
87	1984	Life	Automatic Reinsurance (Flexible Premium Adjustable Life)	RBC Ins	Liberty Life Ins. Co.	(Southern Life Ins. Co.)	Transamerica Life Ins Co.	Open		
88	1988	Life	Automatic Reinsurance (Requalification Term Plan w/Guaranteed Requal Opt)	RBC Ins	Liberty Life Ins. Co.	(Argus Life Ins. Co.)	Transamerica Life Ins Co.	Open		
89	1988	Life	Automatic Reinsurance (UL and WL Plans)	RBC Ins	Liberty Life Ins. Co.	(Argus Life Ins. Co.)	Transamerica Life Ins Co.	Open		
90	1988	Life	Automatic YRT (New & Super Life)	RBC Ins	Liberty Life Ins. Co.	(Kentucky Central)	Transamerica Life Ins Co.	General American Life Ins. Co.	Open	
91	1992	Life	Automatic Reinsurance (Group Decreasing Mortgage Protection)	RBC Ins	Liberty Life Ins. Co.		Triangle Life	Open		
92	2008	Life	Automatic Coinsurance (Express Term II)	RBC Ins	Liberty Life Ins. Co.		Wilton Reassurance Co.	Open		
93	1972	Life	Facultative - Obligatory Reinsurance	RBC Ins	Liberty Life Ins. Co.	(BMA)	AIG Life Ins. Co.	All American Life	Closed for NB	May 29, 2004
94	2001	Life	Automatic Reinsurance (Clarity 10 YR Term - Form L7079)	RBC Ins	Liberty Life Ins. Co.	(BMA)	RGA Reinsurance Co.	Allianz Re	Open	
95	2001	Life	Facultative (Clarity VUL - Form VL50)	RBC Ins	Liberty Life Ins. Co.	(BMA)	American United (Employers Reassurance Co. as admins for AUL)	American United Life	Closed for NB	May 29, 2004
96	1994	Life	Automatic YRT (Assurflex)	RBC Ins	Liberty Life Ins. Co.	(BMA)	American United (Employers Reassurance Co. as admins for AUL)	American United Life	Closed for NB	February 29, 2004
97	2001	Life	Automatic Reinsurance (Clarity SVUL Form VL51)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Employers Reassurance Corp.	Open		
98	2001	Life	Automatic Reinsurance (Clarity SVUL Form VL51)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Munich American Reassurance Co.	Open		
99	2001	Life	Automatic Reinsurance (Clarity SVUL Form VL51)	RBC Ins	Liberty Life Ins. Co.	(BMA)	RGA Reinsurance Co.	Open		
100	1959	Life	Automatic Reinsurance (Traditional, UL)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Washington National Insurance Co.	Bankers National Life	Closed for NB	November 1, 1983
101	1976	Life	Automatic/Facultative Reinsurance (Traditional, UL)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Washington National Insurance Co.	Bankers National Life	Closed for NB	November 1, 1983
102	1974	Life	Facultative-Obligatory Reinsurance (Single Life Plans, Joint WL, BMA Preferred/ART)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Cincinnati Life	Inter-Ocean Ins. Co.	Open	
103	2003	Life	Reinsurance Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA)	Sun Life Assurance Co. Of Cananda US	Clarica Life	Open	
104	1998	Life	Automatic YRT Reinsurance (Flexible Premium Adjustable Variable Life)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Conseco Life	Open		
105	1977	Life	Facultative YRT (Single Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA)	AXA Equitable Life	Open		

106	1994	Life	Facultative YRT (Flexible Premium Adjustable Life, WL2000 & LP75, T-95, Omniterm)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Munich American Reassurance Co.	CNA	Continental Assurance Co.	Open	
107	2001	Life	Facultative YRT (Clarity VUL - Form VL50)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Employers Reassurance Corp.			Closed for NB	
108	2001	Life	Automatic YRT (Clarity SVUL Form VL51, 4 year Term, Survivorship Term)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Employers Reassurance Corp.			Open	
109	2001	Life	Automatic Coinsurance (Clarity 10 Yr Term Form L7079)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Employers Reassurance Corp.			Closed for NB	
110	1993	Life	Facultative YRT Self-Administered (LP75 & WL2000)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Scottish Re Life Corp. (ERC Life)	Frankona America Life		Open	
111	1993	Life	Facultative (Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Scottish Re Life Corp. (ERC Life)	Phoenix Home Life		Open	
112	1993	Life	Automatic YRT (OmniTerm , VUL)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Scottish Re Life Corp. (ERC Life)	Frankona America Life		Closed for NB	
113	1989	Life	Automatic YRT (CAWL Form L-5015, BWL II Form L-5014) Fac. 5/1/1993	RBC Ins	Liberty Life Ins. Co.	(BMA)	Scottish Re Life Corp. (ERC Life)	Frankona America Life		Closed for NB	February 29, 2004

<u>Initial Year</u>	<u>Product Line</u>	<u>Product</u>	<u>Company</u>	<u>Former Company</u>	<u>Reinsurer</u>	<u>Former Reinsurer</u>	<u>Former Reinsurer #2</u>	<u>Status</u>	<u>Termination Date</u>
114	1979	Life	Facultative/Obligatory Excess (Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) Scottish Re Life Corp. (ERC Life)	Frankona America Life	Closed for NB	December 30, 1993
115	1980	Life	Facultative (Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) Great West		Open	
116	1992	Life	Automatic & Facultative YRT (LP75,WL2000,UL & Term riders)	RBC Ins	Liberty Life Ins. Co.	(BMA) General Re Life Corp.	General & Cologne Life Re	Open	
117	1998	Life	Automatic (All Single Life Plans & Riders)	RBC Ins	Liberty Life Ins. Co.	(BMA) SCOR Global Life Re Insurance Company of Texas (Revios)	Gerling Global	Closed for NB	
118	1980	Life	Automatic (All Single Life Plans & Riders) tied to Excess Treaty	RBC Ins	Liberty Life Ins. Co.	(BMA) SCOR Global Life Re Insurance Company of Texas (Revios)	Gerling Global	Open	
119	1993	Life	Automatic & Facultative YRT (Group Carve Out)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	Saint Louis Re	Open	
120	1996	Life	Automatic & Facultative YRT (Assurflex UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	
121	1997	Life	Automatic Coinsurance (Term Track, 10/20, RT)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	
122	1997	Life	Automatic & Facultative YRT (LifeTrack Plus UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	
123	1996	Life	Facultative Coinsurance Agreement (Endeavor)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	
124	2001	Life	Automatic & Facultative YRT (Clarity VUL Form VL50)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	
125	1980	Life	Automatic (Preferred Life & ART)	RBC Ins	Liberty Life Ins. Co.	(BMA) Manhattan Life		Closed for NB	September 1, 1989
126	1974	Life	Automatic Second Excess Reinsurance Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Manhattan Life		Closed for NB	June 23, 1989
127	1969	Life	Facultative-Obligatory Reinsurance	RBC Ins	Liberty Life Ins. Co.	(BMA) Manhattan Life		Closed for NB	June 23, 1989
128	1984	Life	Automatic Excess Coinsurance (Compuflex II, Compuflex III UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) John Hancock Life Insurance Co.	Manulife	Open	
129	1982	Life	Coinsurance (Compuflex)	RBC Ins	Liberty Life Ins. Co.	(BMA) John Hancock Life Insurance Co.	Manulife	Open	
130	1987	Life	Automatic Coinsurance (Compu-Flex III, Magnum II, Value Builder)	RBC Ins	Liberty Life Ins. Co.	(BMA) AIG Life Ins. Co.	Old Line Life	Open	
131	1999	Life	Facultative YRT (Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) Hannover Life Re Assurance Co. of America		Open	
132	1998	Life	Automatic & Facultative YRT (VUL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Munich American Reassurance Co.		Open	
133	1993	Life	Automatic & Facultative YRT (Omniterm)	RBC Ins	Liberty Life Ins. Co.	(BMA) Munich American Reassurance Co.		Open	
134	1992	Life	Automatic & Facultative YRT (WL2000, LP75) (Fac. Only Magnum II, Compuflex III, Value Builder & Term 5, 10, 95)	RBC Ins	Liberty Life Ins. Co.	(BMA) Munich American Reassurance Co.		Open	
135	2001	Life	Automatic YRT (Clarity VUL, Form VL51 Second to Die)	RBC Ins	Liberty Life Ins. Co.	(BMA) Munich American Reassurance Co.		Open	
136	1985	Health	Individual Health Administration Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Union Central		Open	
137	1998	Life	Facultative YRT (UL, WL, LP-75, Term and VUL Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) US Business of Canada Life Assurance Co.	Crown Life	Open	October 31, 2009
138	1996	Life	Automatic Coinsurance (Endeavor Term, VUL CAWL)	RBC Ins	Liberty Life Ins. Co.	(BMA) US Business of Canada Life Assurance Co.	Crown Life	Open	October 31, 2009
139	1973	Life	Automatic (BMA Preferred Life, ART)	RBC Ins	Liberty Life Ins. Co.	(BMA) US Business of Canada Life Assurance Co.	Crown Life	Closed for NB	October 31, 2009
140	1989	Life	Automatic & Facultative YRT (ART - L5020, L5466, L5467, L5468, L5469)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	
141	1993	Life	Automatic & Facultative YRT (Protector Second to Die)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Life of Denver	ING	Open	

142	1993	Life	Automatic & Facultative YRT (BMAVUL)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Security Life of Denver	ING	Open
143	1989	Life	Automatic YRT (All Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Sun Life Assurance Co. Of Canada US	Clarica Life	Open
144	1984	Life	Automatic Coinsurance Excess (Compu Flex II)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Sun Life Assurance Co. Of Canada US	Clarica Life	Open
145	1985	Life	Automatic Coinsurance Excess (Magnum)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Sun Life Assurance Co. Of Canada US	Clarica Life	Open
146	1983	Life	Excess Coinsurance (Direct ART Pool & Replacements)	RBC Ins	Liberty Life Ins. Co.	(BMA)	Sun Life Assurance Co. Of Canada US	Clarica Life	Open
147	1991	Life	Automatic (Current Assumption WL - 2nd to die)	RBC Ins	Liberty Life Ins. Co.	(BMA)	RGA Reinsurance Co.	General American Life Ins. Co.	Open

<u>Initial Year</u>	<u>Product Line</u>	<u>Product</u>	<u>Company</u>	<u>Former Company</u>		<u>Reinsurer</u>	<u>Former Reinsurer</u>	<u>Former Reinsurer #2</u>	<u>Status</u>	<u>Termination Date</u>
148	1994	Life	Facultative (Flexible Premium Adjustable Life (MLII) (CF3), WL2000, LP75,T-95, Omniterm, Endeavor 10 & Assurflex)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	Minnesota Life		Open	
149	2008	Life	Coinsurance (RBC Level Term - 10,15,20&30 Year Plans)	RBC Ins	Liberty Life Ins. Co.	Transamerica Life Ins Co.			Open	
150	2008	Life	YRT Agreement (Family Protection Series - WL, LP65) (2001 CSO)	RBC Ins	Liberty Life Ins. Co.	Transamerica Life Ins Co.			Open	
151	1997	Life	Automatic & Facultative YRT (LifeTrack Plus UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.			Open	
152	1996	Life	Automatic & Facultative YRT (Assurflex UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.			Open	
153	1992	Life	Automatic & Facultative YRT (LP75,WL2000,Value Builder, Term 5,10 &95)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	General American Life Ins. Co.		Open	
154	1989	Life	Automatic Agreement (Select & Ultimate Term)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	General American Life Ins. Co.		Open	
155	1989	Life	Automatic Agreement (BWL & BWL II)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	General American Life Ins. Co.		Open	
156	1993	Life	Automatic & Facultative YRT (Omniterm)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	General American Life Ins. Co.		Open	
157	1991	Life	Automatic Agreement (LT5 & LT10)	RBC Ins	Liberty Life Ins. Co.	(BMA) RGA Reinsurance Co.	General American Life Ins. Co.		Open	
158	2001	Life	Facultative (Clarity SVUL, 4 YR Term, Survivorship Term Rider)	RBC Ins	Liberty Life Ins. Co.	(BMA) Lincoln National Life Insurance Co. (Admin. By Swiss Re)			Open	
159	2001	Life	Automatic YRT (Clarity VUL, Form VL50)	RBC Ins	Liberty Life Ins. Co.	(BMA) Lincoln National Life Insurance Co. (Admin. By Swiss Re)			Open	
160	2001	Life	Automatic Coinsurance (Clarity 10 Yr Term Form L7079)	RBC Ins	Liberty Life Ins. Co.	(BMA) Lincoln National Life Insurance Co. (Admin. By Swiss Re)			Open	
161	1996	Life	Automatic Coinsurance (Endeavor Term, UL CAWL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc			Open	
162	1996	Life	Automatic & Facultative YRT (Assurflex UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc			Open	
163	1992	Life	Automatic & Facultative YRT (WL2000, LP75, Value Builder, T5, T10,T95, Magnum II & Compuflex)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc	North American Reassurance Co.		Open	
164	1981	Life	Automatic Quota Share Coinsurance (Traditional G20, L5000)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc	North American Reassurance Co.		Open	
165	1979	Life	Automatic Coinsurance (ML I, ML II, UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc	North American Reassurance Co.		Open	
166	1993	Life	YRT Reinsurance Agreement (Omni Term)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc	The Mercantile & General Life Re.		Open	
167	1993	Life	Facultative YRT (Single Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) Swiss Re Life & Health America, Inc	The Mercantile & General Life Re.		Open	
168	1970	Life	Facultative YRT (Traditional, UL)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Mutual Life Ins. Co. of NY			Open	
169	1972	Life	Facultative Obligatory (Life Plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Mutual Life Ins. Co. of NY			Open	
170	1978	Life	Automatic YRT (Life plans)	RBC Ins	Liberty Life Ins. Co.	(BMA) Security Mutual Life Ins. Co. of NY			Open	
171	1981	Life	Facultative Obligatory (Life Plans tied to excess treaty)	RBC Ins	Liberty Life Ins. Co.	(BMA) United of Omaha	United Benefit Life Ins. Co.		Closed for NB	
172	1981	Life	Automatic Second Excess Reinsurance Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) United of Omaha	United Benefit Life Ins. Co.		Closed for NB	
173	1992	Life	Automatic (Magnum Life II, Compu-Flex III, FPO, PIR, COL, AIB Riders)	RBC Ins	Liberty Life Ins. Co.	(BMA) Transamerica Financial Life Ins Co.			Open	
174	1992	Life	Facultative (All Plans covered by 1055-13 except Magnum Life II & Compu-Flex III)	RBC Ins	Liberty Life Ins. Co.	(BMA) Transamerica Financial Life Ins Co.			Open	
175	1973	Life	Facultative YRT (Traditional) *only two policies left inforce under this treaty*	RBC Ins	Liberty Life Ins. Co.	(BMA) Pacific Life	Scottish Re	World Wide	Closed for NB	April 16, 1984

176	2008	Life	Automatic Coinsurance (Express Term I)	RBC Ins	Liberty Life Ins. Co.	Munich American Reassurance Co.		Open	
177	2005	Life	Automatic & Facultative (Clarity VUL)	RBC Ins	Liberty Life Ins. Co.	RGA Reinsurance Co.		Open	
178	2008	Life	Automatic Self Admin. Coinsurance (Express Term I)	RBC Ins	Liberty Life Ins. Co.	Swiss Re Life & Health America, Inc		Open	
179	2008	Life	Automatic Coinsurance (Level Term)	RBC Ins	Liberty Life Ins Co.	Wilton Reassurance Co.		Closed for NB	July 10, 2009
180	2009	Life	Enhanced AD& D Quota Share (Coverdell)	RBC Ins	Liberty Life Ins Co.	Hannover Life Reassurance Co. of America		Open	
181	2007	Life	Automatic YRT (Indexed Universal Life & NAA - RBC Lifeshield Simplified Issue Level Term) Amended to include the RBC Lifeshield product effective: 4/1/2010	RBC Ins	Liberty Life Ins. Co.	General Re Life Corp.	General & Cologne Life Re	Open	
182	2010	Life	Automatic YRT (RBC Lifeshield Simplified Issue Level Term)	RBC Ins	Liberty Life Ins. Co.	Generali USA Life Reassurance Co.		Open	

<u>Initial Year</u>	<u>Product Line</u>	<u>Product</u>	<u>Company</u>	<u>Former Company</u>	<u>Reinsurer</u>	<u>Former Reinsurer</u>	<u>Former Reinsurer #2</u>	<u>Status</u>	<u>Termination Date</u>
183	2010	Life	Automatic YRT (NAA - RBC Level Term- Fully Underwritten)	RBC Ins	Liberty Life Ins. Co.	Hannover Life Reassurance Co. of America		Open	
184	2010	Life	Automatic YRT (NAA - RBC Level Term- Fully Underwritten)	RBC Ins	Liberty Life Ins. Co.	Munich Re		Open	
185	2001	Critical Illness	Quota Share	RBC Ins	Liberty Life Ins. Co.	American National Ins. Co. (W/ ESG)		Open	June 1, 2009
186	2006		Reinsurance Intermediary Agreement	RBC Ins		Aon Re		Open	
187	2006		Collins Broker of Record Agreement	RBC Ins		Collins		Open	
188	2006		Assumption Amendment to the Reinsurance Agreement	RBC Ins	Liberty Life Ins. Co.	Optimum Re	Generali USA Life Reassurance Co.	Open	
189	1995		(AARG) American Accident Reinsurance Group Trust Agree	RBC Ins	Liberty Life Ins. Co.	(State National Life) American Accident Reinsurance			
190	2002		Retrocession Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Generali Reassurance (Bermada) Ltd.		Open	
191	2002		Retrocession Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Manulife Reinsurance Limited (Bermuda)		Open	
192	2002		Automatic Coinsurance Retrocession Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Transamerica International Re Bermuda Ltd.		Open	
193	2002		Automatic Coinsurance Retrocession Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Transamerica International Re Bermuda Ltd.		Open	
194	1998		Assumption Reinsurance Agreement (A&H)	RBC Ins	Liberty Life Ins. Co.	(BMA) Reassure America	LoneStar	Open	
195	1998		Coinsurance Agreement	RBC Ins	Liberty Life Ins. Co.	(BMA) Reassure America	LoneStar	Open	
196	2000		Indemnity Reinsurance Agreement	RBC Ins	Liberty life Ins. Co.	(BMA) Metropolitan Life Ins. Co.	Met Life	Open	

**Schedule 13.1(cccc)
Other Policies**

<u>Originating Company</u>	<u>Block</u>	<u>Description</u>	<u>Policy Count</u>
Company	Deferred Annuity	FPAR – Riders to Life Policies	—
Company	Deferred Annuity	State National	129
Company	Deferred Annuity	Argus	105
Company	Life Payout	SCWLC	66
Company	Life Payout	SCWOLC	187
BMA	Deferred Annuity	GVP – Rider to Life Policies	—
BMA	Life Payout	SCWLC	655
BMA	Life Payout	SCWOLC	690
BMA	Deferred Annuity	HR-10 Side Fund	—

Annex A
Assets Supporting Initial Coinsurance Premium

All commercial mortgage loans and real estate owned for investment purposes by the Company and the following assets:

<u>Security ID</u>	<u>DESCRIPTION</u>	<u>Current UNITS</u>	<u>STAT BOOK VALUE</u>
002824AV2	ABBOTT LABORATORIES	1,000,000.00	997,788.88
002824AX8	ABBOTT LABORATORIES	5,000,000.00	5,017,801.15
008916AH1	AGRIUM INC	6,000,000.00	5,719,498.36
010392DZ8	ALABAMA POWER CO (SOUTHERN CO)	1,000,000.00	1,023,238.77
010392EB0	ALABAMA POWER CO (SOUTHERN CO)	680,000.00	685,645.38
010392EB0	ALABAMA POWER CO (SOUTHERN CO)	1,000,000.00	1,078,443.85
013817AL5	ALCOA INC	4,000,000.00	3,987,758.90
020002AN1	ALLSTATE CORP	1,500,000.00	1,507,129.38
03072SMR3	AMERIQUEST MTG SEC INC (HE)	2,852,868.87	2,850,097.45
03072SQP3	AMERIQUEST MTG SEC INC (HE)	5,000,000.00	5,000,000.00
030955AJ7	AMERITECH CAPITAL FDG (AT&T)	1,000,000.00	947,917.51
035229BP7	ANHEUSER BUSCH CO INC (INBEV)	1,000,000.00	1,003,470.37
035229CS0	ANHEUSER BUSCH CO INC (INBEV)	2,000,000.00	1,953,114.56
03523TAN8	ANHEUSER BUSCH CO INC (INBEV)	1,000,000.00	994,359.22
03523TBH0	ANHEUSER BUSCH CO INC (INBEV)	1,000,000.00	1,032,768.68
037735BZ9	APPALACHIAN PR CO(AM ELEC PWR)	2,000,000.00	2,007,272.48
039483AY8	ARCHER-DANIELS-MIDLAND	1,000,000.00	1,014,171.78
05348EAL3	AVALON BAY COMMUNITIES	7,000,000.00	6,848,859.64
054303AR3	AVON PRODUCTS INC	1,000,000.00	949,749.47

<u>Security ID</u>	<u>DESCRIPTION</u>	<u>Current UNITS</u>	<u>STAT BOOK VALUE</u>
054303AR3	AVON PRODUCTS INC	1,000,000.00	935,805.12
054937AF4	BB&T CORP	2,000,000.00	1,980,429.93
054937AF4	BB&T CORP	5,000,000.00	5,093,295.07
054937AG2	BB&T CORP	2,000,000.00	1,939,842.51
05522RAS7	BANK OF AMERICA CR CRD TR (CC)	4,600,000.00	4,244,731.46
05568BAA6	BURLINGTON NORTHERN	1,338,374.62	1,338,374.62
05948KRM3	BANK OF AMERICA ALTER LN TR	5,985,000.00	5,859,099.99
05948XX22	BANK OF AMERICA MTG SEC	4,765,000.00	3,965,363.22
060505AU8	BANK OF AMERICA	2,000,000.00	1,963,964.98
060505BG8	BANK OF AMERICA	2,000,000.00	1,990,335.15
060505BG8	BANK OF AMERICA	3,000,000.00	2,985,502.73
06050TKN1	BANK OF AMERICA	2,000,000.00	1,925,742.41
06051GEC9	BANK OF AMERICA	2,000,000.00	1,993,167.94
06738CAF6	BARCLAYS BK PLC	4,000,000.00	4,008,179.58
07388YAG7	BEAR STEARNS COMML MTGE SEC	5,000,000.00	4,958,180.96
079867AW7	BELLSOUTH TELECOMM INC	2,000,000.00	2,062,451.11
079867AW7	BELLSOUTH TELECOMM INC	600,000.00	533,418.76
084664AD3	BERKSHIRE HATHAWAY INC	5,000,000.00	4,984,519.45
084664AD3	BERKSHIRE HATHAWAY INC	3,000,000.00	2,979,470.51
097023AZ8	BOEING COMPANY	14,000,000.00	13,977,712.75
110122AL2	BRISTOL-MYERS SQUIBB CO	2,000,000.00	1,988,437.37
110122AL2	BRISTOL-MYERS SQUIBB CO	2,000,000.00	1,996,250.49
12189TAN4	BURLINGTON NORTHERN SANTA FE	3,000,000.00	3,334,572.47
12189TAU8	BURLINGTON NORTHERN SANTA FE	2,000,000.00	2,011,979.62

<u>Security ID</u>	<u>DESCRIPTION</u>	<u>Current UNITS</u>	<u>STAT BOOK VALUE</u>
12641LBU6	CSX CORPORATION	600,000.00	603,749.55
12667FJN6	COUNTRYWIDE ALTERNATIVE LN TR	5,005,000.00	4,806,291.23
12667FJN6	COUNTRYWIDE ALTERNATIVE LN TR	5,000,000.00	4,801,489.73
12669FDP5	COUNTRYWIDE HOME LOANS	5,468,000.00	5,451,102.01
136375BT8	CANADIAN NATIONAL RWY	7,800,000.00	8,073,232.41
14041NDX6	CAPITAL ONE MULTI-AST EXEC(CC)	6,850,000.00	6,247,337.45
141781AR5	CARGILL INC	4,000,000.00	4,000,547.16
141781AR5	CARGILL INC	1,000,000.00	990,723.99
141781AX2	CARGILL INC	10,000,000.00	9,901,979.17
141784BZ0	CARGILL INC	600,000.00	600,000.00
144141CS5	CAROLINA P&L (PROGRESS ENERGY)	2,000,000.00	1,999,608.33
144141CT3	CAROLINA P&L (PROGRESS ENERGY)	1,000,000.00	998,635.42
149123BF7	CATERPILLAR INC	8,000,000.00	8,449,536.59
14912L4M0	CATERPILLAR FINANCIAL	2,500,000.00	2,500,000.00
15132EDZ8	CENDANT MTG CORP	5,575,000.00	5,570,910.67
161546CW4	CHASE FUNDING MTG LOAN (HE)	2,275,710.81	2,272,894.22
161546FV3	CHASE FUNDING MTG LOAN (HE)	2,922,293.00	2,922,293.00
16162WFD6	CHASE MTG FIN CORP	2,588,288.81	2,610,738.53
17275RAC6	CISCO SYSTEMS INC	8,000,000.00	7,977,352.05
17275RAH5	CISCO SYSTEMS INC	7,000,000.00	7,284,254.72
17305EBU8	CITIBANK CR CARD ISSUANCE (CC)	5,040,000.00	5,305,648.61
17305EBU8	CITIBANK CR CARD ISSUANCE (CC)	1,000,000.00	999,949.54
17305EEE1	CITIBANK CR CARD ISSUANCE (CC)	5,000,000.00	4,699,062.13
20030NAW1	COMCAST CORP	2,000,000.00	2,088,581.98

<u>Security ID</u>	<u>DESCRIPTION</u>	<u>Current UNITS</u>	<u>STAT BOOK VALUE</u>
205887BA9	CONAGRA FOODS INC	2,000,000.00	2,001,576.29
207597DW2	CONNECTICUT L&P (NORTHEAST UT)	1,007,000.00	1,034,450.15
207597ED3	CONNECTICUT L&P (NORTHEAST UT)	1,000,000.00	1,045,143.09
207597EE1	CONNECTICUT L&P (NORTHEAST UT)	1,720,000.00	1,787,792.84
20825CAF1	CONOCOPHILLIPS	800,000.00	804,145.66
20825CAR5	CONOCOPHILLIPS	1,000,000.00	1,025,338.57
20825CAR5	CONOCOPHILLIPS	1,000,000.00	1,047,524.12
209111ED1	CONSOL ED CO OF NY INC	5,000,000.00	4,804,091.77
209111EV1	CONSOL ED CO OF NY INC	1,000,000.00	1,101,903.47
209111EX7	CONSOL ED CO OF NY INC	8,000,000.00	8,192,890.17
22541LAH6	CREDIT SUISSE FIRST BOSTON	4,000,000.00	4,028,442.65
22541LAM5	CREDIT SUISSE FIRST BOSTON	2,000,000.00	1,997,344.44
22541QYK2	CS FIRST BOSTON MTG SEC CORP	2,902,085.71	2,885,282.24
244199AW5	DEERE & CO	2,000,000.00	2,225,922.22
244199BC8	DEERE & CO	2,000,000.00	1,990,465.04
2463804H9	DELAWARE STATE	5,000,000.00	5,036,912.31
24702RAG6	DELL INC	2,000,000.00	1,998,920.02
24702RAJ0	DELL INC	1,000,000.00	999,347.89
251528AA3	DEUTSCHE BANK CAP FDG TR I	4,000,000.00	4,000,000.00
25156PAN3	DEUTSCHE TELEKOM INT FIN	15,000,000.00	15,966,753.52
25179MAG8	DEVON ENERGY CORP	1,000,000.00	998,613.35
25468PCB0	DISNEY (WALT) CO	7,000,000.00	7,000,624.47
25746UBH1	DOMINION RESOURCES INC/VA	1,500,000.00	1,498,184.03
263534BG3	DUPONT (E.I.) DE NEMOURS	2,000,000.00	2,244,664.59

<u>Security ID</u>	<u>DESCRIPTION</u>	<u>Current UNITS</u>	<u>STAT BOOK VALUE</u>
263534BG3	DUPONT (E.I.) DE NEMOURS	2,000,000.00	2,244,894.63
26441YAH0	DUKE-WEEKS REALTY LP	2,000,000.00	1,994,589.00
26884AAE3	ERP OPERATING LP	2,000,000.00	2,178,680.55
292505AH7	ENCANA CORP	7,500,000.00	7,653,838.71
29364DAL4	ENTERGY ARK INC(ENTERGY CORP)	3,000,000.00	3,007,963.72
29364NAP3	ENTERGY MISS INC	1,000,000.00	999,381.22
29476LAC1	ERP OPERATING LP	2,000,000.00	1,993,064.02
30239XAC1	FBG FINANCE LTD	6,170,000.00	5,656,680.99
302508AQ9	FMR CORP	1,000,000.00	991,743.40
3128E2A97	FHLMC	1,791,709.88	1,866,194.45
31331V4S2	FEDERAL FARM CREDIT BANK	5,800,000.00	5,774,911.64
31335HUD3	FHLMC	1,518,820.67	1,559,385.78
31335HUG6	FHLMC	1,159,946.60	1,191,625.90
31335HUZ4	FHLMC	1,433,611.49	1,472,949.58
31359M7M9	FNMA	10,000,000.00	9,842,650.81
31359MRK1	FNMA	5,000,000.00	4,960,638.86
31371KXR7	FNMA	1,262,689.09	1,293,511.81
31371KY62	FNMA	1,367,459.70	1,410,078.98
31371KY88	FNMA	1,545,165.81	1,590,549.79
313747AN7	FEDERAL REALTY INVESTMENT TR	1,000,000.00	991,102.29
31388V6L7	FNMA	1,542,422.40	1,573,533.23
31389NGN9	FNMA	1,275,968.48	1,304,654.16
31390GW52	FNMA	1,526,563.47	1,579,018.18
31391QKF0	FNMA	2,608,638.28	2,707,873.81

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31393EER6	FNMA	9,000,000.00	8,864,819.68
31393EJZ3	FNMA	2,000,000.00	2,002,837.85
31393GLP7	FHLMC	744,284.97	742,298.67
31393NN70	FHLMC	1,000,000.00	999,225.87
31393VCF6	FHLMC	2,456,880.00	2,457,837.81
31394CBA9	FNMA	2,000,000.00	1,980,063.60
31394DTK6	FNMA	10,000,000.00	9,850,467.64
31394JZF7	FHLMC	7,000,000.00	6,698,903.48
31394MJJ0	FHLMC	10,000,000.00	9,837,361.94
31394PSG9	FHLMC	1,000,000.00	986,549.54
31395EB48	FHLMC	10,000,000.00	9,833,600.16
31395JDR4	FHLMC	1,000,000.00	986,512.23
31395MAM1	FHLMC	10,000,000.00	9,841,087.98
31395NHJ9	FNMA	3,000,000.00	2,983,107.47
31396E5Z5	FHLMC	13,370,851.00	13,323,773.57
31396NZP4	FHLMC	3,000,000.00	2,990,976.20
31398FX63	FNMA	10,000,000.00	10,000,000.00
31398GD63	FNMA	12,747,000.00	12,959,735.52
31398GKM0	FNMA	6,725,888.00	6,438,930.70
31398JQP1	FHLMC	10,501,607.00	10,532,926.01
31398QNY9	FHLMC	2,590,225.00	2,617,193.64
31428XAQ9	FEDEX CORP	1,000,000.00	1,000,000.00
361849XD9	GMAC	5,000,000.00	5,001,504.47
36200AE88	GNMA	2,298,014.78	2,395,635.85

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369604AY9	GENERAL ELECTRIC CO	4,000,000.00	4,059,292.44
370334AS3	GENERAL MILLS INC	3,144,000.00	3,170,424.58
370334BE3	GENERAL MILLS INC	2,000,000.00	1,998,911.71
373384PA8	GEORGIA STATE	10,000,000.00	10,219,237.21
38141GDK7	GOLDMAN SACHS	2,000,000.00	1,980,151.91
38141GEA8	GOLDMAN SACHS	2,000,000.00	1,999,704.57
38143UAB7	GOLDMAN SACHS GROUP	2,000,000.00	1,985,011.25
38373QEU1	GNMA	1,580,000.00	1,561,969.17
38373QEU1	GNMA	10,000,000.00	9,885,880.84
38373YXP4	GNMA	1,000,000.00	999,357.20
38374CS85	GNMA	1,000,000.00	995,474.64
38374F2K9	GNMA	10,870,208.00	10,679,955.53
38374JGJ9	GNMA	1,000,000.00	983,178.74
38374KHG1	GNMA	10,000,000.00	9,902,601.99
38374KZF3	GNMA	1,000,000.00	987,642.30
38374VJG5	GNMA	10,000,000.00	9,109,014.21
38375D5C8	GNMA	10,000,000.00	9,792,565.60
38376JZ56	GNMA	2,556,346.00	2,554,317.49
3837H0QK2	GNMA	920,260.60	898,053.69
3837H2XD6	GNMA	766,250.82	757,818.54
3837H2XD6	GNMA	766,250.82	757,818.54
40429CFN7	HSBC FINANCE CORP	2,000,000.00	1,998,174.64
428236AG8	HEWLETT PACKARD CO	2,000,000.00	2,027,904.81
437076AP7	HOME DEPOT INC	13,000,000.00	12,846,417.99

<u>Security ID</u>	<u>DESCRIPTION</u>	<u>Current UNITS</u>	<u>STAT BOOK VALUE</u>
452151LE1	ILLINOIS STATE	5,000,000.00	4,909,722.65
459200AR2	IBM CORP	2,000,000.00	2,116,692.95
459200AS0	IBM CORP	8,000,000.00	8,108,353.90
459200AS0	IBM CORP	2,000,000.00	2,267,017.79
46625MA66	JP MORGAN CHASE COMML MTG SEC	3,000,000.00	2,999,969.95
46629YAB5	JP MORGAN CHASE COMML MTG SEC	3,390,000.00	3,361,480.77
476556DA0	JERSEY CENTRAL P&L(FRSTENERGY)	5,400,000.00	5,481,122.59
478160AL8	JOHNSON & JOHNSON	9,000,000.00	8,928,352.26
478160AN4	JOHNSON & JOHNSON	2,000,000.00	2,210,721.82
49446QBD2	KIMCO REALTY CORP	2,000,000.00	2,000,000.00
49446QBF7	KIMCO REALTY CORP	2,000,000.00	2,000,000.00
50075NAQ7	KRAFT FOODS INC	1,000,000.00	998,809.67
501044BM2	KROGER CO	500,000.00	508,737.03
548661AK3	LOWE'S COS INC	2,000,000.00	2,108,105.87
55265KYS2	MASTR ASSET SEC TR	1,685.25	1,685.25
55265KZG7	MASTR ASSET SEC TR	3,138,186.02	3,157,840.67
55265KZG7	MASTR ASSET SEC TR	3,480,248.31	3,502,045.32
5526E2AB5	MBNA CORP (BK OF AMER)	1,000,000.00	998,936.84
57582PUD0	MASSACHUSETTS STATE	5,000,000.00	5,044,691.54
57582PUE8	MASSACHUSETTS STATE	8,000,000.00	8,000,000.00
57708QAW7	MATTEL INC	2,000,000.00	1,997,355.58
58013MDU5	MCDONALD'S CORP	2,000,000.00	1,995,590.15
589331AP2	MERCK & CO INC	3,000,000.00	3,180,113.55
590188JN9	MERRILL LYNCH (BANK OF AMER)	800,000.00	760,893.31

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59018YJ36	MERRILL LYNCH (BANK OF AMER)	1,000,000.00	999,487.19
59018YRZ6	MERRILL LYNCH (BANK OF AMER)	3,000,000.00	2,995,656.33
59025KAE2	MERRILL LYNCH MTG TR	5,000,000.00	4,972,408.41
60636WNR2	MISSOURI ST HWYS & TRANS COMM	2,500,000.00	2,500,000.00
63534PAG2	NATIONAL CITY BANK (PNC)	2,000,000.00	1,995,192.45
63536SAA7	NATIONAL CITY BANK (PNC)	2,000,000.00	1,840,764.71
635405AM5	NATIONAL CITY CORP (PNC)	4,000,000.00	4,407,216.67
637432DC6	NATL RURAL UTILITIES	2,000,000.00	1,978,694.77
641461LE6	NEVADA STATE	4,975,000.00	4,975,000.00
649840CM5	NY STATE ELEC & GAS(IBERDROLA)	7,000,000.00	7,088,237.29
649840CP8	NY STATE ELEC & GAS(IBERDROLA)	5,000,000.00	4,995,275.30
652482BX7	NEWS AMERICA INC (NEWS CORP)	2,000,000.00	2,109,969.10
655844AF5	NORFOLK SOUTHERN CORP	2,000,000.00	2,332,671.94
655844AW8	NORFOLK SOUTHERN CORP	1,033,000.00	1,009,128.47
665772CE7	NORTHERN STATES PWR-MINN(XCEL)	1,000,000.00	975,869.21
674599BM6	OCCIDENTAL PETROLEUM CORP	600,000.00	603,098.72
677415CD1	OHIO POWER CO(AM ELEC PWR)	2,000,000.00	1,987,494.40
677415CG4	OHIO POWER CO(AM ELEC PWR)	1,000,000.00	994,497.64
677521CQ7	OHIO STATE	2,000,000.00	2,000,000.00
677521CR5	OHIO STATE	2,500,000.00	2,500,000.00
677521CU8	OHIO STATE	1,215,000.00	1,215,000.00
68402LAC8	ORACLE CORP/OZARK HLDG	8,000,000.00	7,937,084.67
68608KA24	OREGON STATE	12,000,000.00	12,103,507.54
68608KD47	OREGON STATE	5,000,000.00	5,090,601.69

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69349LAC2	PNC BANK NA	2,000,000.00	1,945,537.36
69373UAA5	PACCAR INC	1,000,000.00	999,706.86
694032AX1	PACIFIC BELL	3,000,000.00	2,964,971.08
694308GD3	PACIFIC GAS & ELEC CO	8,000,000.00	7,892,672.06
694308GE1	PACIFIC GAS & ELEC CO	2,000,000.00	2,041,219.38
694308GL5	PACIFIC GAS & ELEC CO	1,000,000.00	1,034,642.90
695114CK2	PACIFICORP (BERKSHIRE)	1,000,000.00	994,577.29
708696BW8	PENNSYLVANIA ELEC(FIRSTENERGY)	2,000,000.00	1,993,705.03
70914PME9	PENNSYLVANIA STATE	10,000,000.00	9,968,986.28
70914PNE8	PENNSYLVANIA STATE	5,000,000.00	4,983,057.80
74456QAS5	PUBLIC SERVICE ELEC & GAS CO	10,000,000.00	10,185,649.63
76110WRQ1	RESIDENTIAL ASSET SEC (HE)	2,681,824.55	2,678,354.93
76110WSZ0	RESIDENTIAL ASSET SEC (HE)	4,726,038.45	4,700,225.87
771196AS1	ROCHE HLDGS INC	10,000,000.00	9,868,448.43
771367CB3	ROCHESTER GAS & ELECTRIC	2,000,000.00	2,027,688.36
780097AM3	ROYAL BANK OF SCOTLAND GRP PLC	7,000,000.00	6,651,802.13
780097AM3	ROYAL BANK OF SCOTLAND GRP PLC	5,000,000.00	4,832,921.86
786514AS8	SAFEWAY INC	600,000.00	625,222.68
786514BF5	SAFEWAY INC	2,000,000.00	2,023,768.62
797440BJ2	SAN DIEGO G & E CO (SEMPRA)	1,000,000.00	1,049,536.60
805564MT5	SAXON ASSET SEC TR (HE)	2,790,587.08	2,799,481.06
81413WAA8	SEC CAP INDUSTRIAL (PROLOGIS)	1,300,000.00	1,308,057.97
822582AJ1	SHELL INT'L FIN (ROYAL DUTCH)	2,000,000.00	1,993,924.03
826200AC1	SIEMENS FINAN	7,000,000.00	6,999,410.58

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828806AF6	SIMON PROP GROUP	2,000,000.00	1,991,455.76
837004BY5	SC ELEC & GAS CO (SCANA)	1,000,000.00	1,011,367.83
842400FA6	SOU CALIF ED CO (EDISON INTL)	2,000,000.00	1,992,559.75
842400FH1	SOU CALIF ED CO (EDISON INTL)	2,000,000.00	2,110,333.32
857449AB8	STATE STREET BANK	2,000,000.00	1,965,970.12
857449AB8	STATE STREET BANK	2,000,000.00	1,993,850.75
85744NAA9	STATE STREET BANK & TR	1,000,000.00	998,805.32
85771SAA4	STATOILHYDRO ASA	10,000,000.00	9,978,318.99
866930AD2	SUNAMERICA INC (AM INTL GRP)	1,850,000.00	1,874,408.71
86787GAC6	SUNTRUST BANK	2,000,000.00	2,003,071.27
86787GAD4	SUNTRUST BANK	3,000,000.00	2,994,915.67
87305QBZ3	TTX CO	2,000,000.00	1,997,075.85
87305QBZ3	TTX CO	2,000,000.00	1,997,075.85
880541NR4	TENNESSEE STATE	5,000,000.00	5,000,000.00
880591DW9	TENNESSEE VALLEY AUTH	30,000,000.00	29,948,076.30
882722KB6	TEXAS STATE TRANS COMM	3,150,000.00	3,360,043.13
883556AT9	THERMO FISHER SCIENTIFIC	1,000,000.00	999,636.47
887315BJ7	TIME WARNER INC	600,000.00	601,497.07
887317AC9	TIME WARNER INC	2,000,000.00	2,088,160.39
88731EAD2	TIME WARNER INC	1,500,000.00	1,497,681.76
907818CF3	UNION PACIFIC CORP	2,000,000.00	2,182,320.18
907818CF3	UNION PACIFIC CORP	1,000,000.00	1,063,619.11
911312AJ5	UNITED PARCEL SERVICE	1,000,000.00	1,048,982.86
91324PAM4	UNITED HEALTHCARE	7,000,000.00	6,901,514.04

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914378CP7	UNIVERSITY OF KENTUCKY	3,335,000.00	3,335,000.00
914378CQ5	UNIVERSITY OF KENTUCKY	3,440,000.00	3,440,000.00
914378CR3	UNIVERSITY OF KENTUCKY	3,555,000.00	3,555,000.00
914378CT9	UNIVERSITY OF KENTUCKY	6,000,000.00	6,000,000.00
914455JZ4	UNIVERSITY OF MICHIGAN	12,500,000.00	12,500,000.00
917542QR6	UTAH STATE	4,500,000.00	4,510,279.94
92345NAA8	VERIZON VIRGINIA INC	4,000,000.00	3,927,699.65
923474AA8	VERIZON FLORIDA INC	1,000,000.00	1,009,375.13
925524AU4	CBS CORP	3,000,000.00	2,896,897.15
927804EU4	VA ELEC & PR CO(DOMINION)	8,000,000.00	7,955,608.54
927804FF6	VA ELEC & PR CO(DOMINION)	1,000,000.00	1,021,782.10
92922FGC6	WASHINGTON MUTUAL	6,009,000.00	5,794,778.10
929903CH3	WACHOVIA CORP (WFC)	1,000,000.00	991,098.21
931142AU7	WAL-MART STORES	1,000,000.00	1,132,141.65
931142BT9	WAL-MART STORES	5,000,000.00	4,923,025.66
931142CH4	WAL-MART STORES	4,955,000.00	5,413,343.91
931142CH4	WAL-MART STORES	12,500,000.00	13,315,668.39
93974CPL8	WASHINGTON STATE	3,510,000.00	3,510,000.00
93974CRF9	WASHINGTON STATE	20,000,000.00	20,000,000.00
94874RCC8	WEINGARTEN REALTY INVST	3,000,000.00	3,023,488.43
94973VAG2	WELLPOINT INC	1,000,000.00	988,834.59
949746CR0	WELLS FARGO & CO	3,000,000.00	3,048,934.77
94979RAJ9	WELLS FARGO MBS TR	3,316,423.54	3,307,202.06
94979RAJ9	WELLS FARGO MBS TR	3,316,423.51	3,310,727.97

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94980YAH5	WELLS FARGO MBS TR	6,036,000.00	5,881,751.42
94981AAD5	WELLS FARGO MBS TR	2,650,000.00	2,529,838.32
94984EBA9	WELLS FARGO MBS TR	10,000,000.00	9,871,547.83
976826BH9	WISCONSIN PWR & LT (ALLIANT)	5,000,000.00	5,026,081.16
983024AE0	WYETH (PFIZER)	3,000,000.00	2,997,899.83
983024AF7	WYETH (PFIZER)	2,000,000.00	2,244,073.49
98385XAT3	XTO ENERGY INC (EXXON)	5,000,000.00	5,172,356.25
98389BAM2	XCEL ENERGY INC	2,000,000.00	1,993,983.93
38375D4T2	GNMA	4,718,934.00	4,735,077.16
054937AF4	BB&T CORP	11,000,000.00	10,954,423.17
2463804G1	DELAWARE STATE	12,350,000.00	12,441,581.96
312915U58	FHLMC	187,283.54	184,123.33
31395MDZ9	FHLMC	2,500,000.00	2,533,701.77
31396Q3D9	FNMA	2,869,193.00	2,902,829.05
31396QB81	FNMA	1,264,705.00	1,161,052.51
31398CU55	FHLMC	3,350,000.00	3,338,016.80
31398PSA8	FNMA	3,000,000.00	2,895,783.47
38373AJK3	GNMA	3,874,143.00	3,926,827.26
38374T6M1	GNMA	2,000,000.00	1,989,840.99

Cash equal to \$40,706.00

Annex B
Net Settlements

For each Monthly Accounting Period, the Parties will effect a Net Settlement, as follows:

- A =
- (i) Reinsurer's Share of Premiums collected during the relevant month;
 - + (ii) Amounts due and owing to the Reinsurer pursuant to Section 11.1;
 - (iii) Reinsurer's Share of the net increase (decrease is negative) in policy loan principal balances; and
 - + (iv) Reinsurer's Share of Interest on policy loans.
- B =
- (i) Reinsurer's Share of Reinsured Liabilities incurred during the relevant month;
 - + (ii) Reinsurer's Share of Producer Payments paid during the relevant month pursuant to Section 1.5;
 - + (iii) Reinsurer's Share of guaranty fund assessments paid during the relevant month pursuant to Section 1.6(a);
 - + (iv) Estimated Premium Taxes equal to 2.5% of premiums received under the Reinsured Policies during the relevant month pursuant to Section 1.6(b);
 - + (v) with respect to the Net Settlement for the second calendar month of each year, an adjustment equal the difference (whether positive or negative) between actual Premium Taxes paid by the Company in respect of the Reinsured Policies for the prior calendar year (after giving effect to any offsets for guaranty fund assessments reimbursed by the Reinsurer pursuant to Section 1.6(a)) and estimated Premium Taxes for such prior calendar year paid by the Reinsurer pursuant to item (iv) above in any previous Net Settlement;
 - + (vi) Reinsurer's Share of expenses incurred by the Company during the relevant month in connection with issuance of new Policies pursuant to Section 5.6; and
 - + (vii) Amounts due and owing to the Company pursuant to Section 11.2.

“Net Settlement” = (A minus B), and is payable to the Reinsurer if positive and, if negative, the absolute value is payable to the Company.

Annex C

Estimated Discounted Interest Maintenance Reserve Amortization

“Discounted Interest Maintenance Reserve Amortization” for purposes of calculating the Estimated Ceding Commission means, with respect to an asset, an amount equal to the discounted present value (at a 12% discount rate) of the future amortization of the amount (either positive or negative) that would have been allocated to the Company’s Interest Maintenance Reserve in the event such asset had been sold on the date three Business Days prior to the Effective Date.

Annex D

Actual Discounted Interest Maintenance Reserve Amortization

“Discounted Interest Maintenance Reserve Amortization” for purposes of calculating the Actual Ceding Commission means, with respect to an asset, an amount equal to the discounted present value (at a 12% discount rate) of the future amortization of the amount (either positive or negative) that would have been allocated to the Company’s Interest Maintenance Reserve in the event such asset had been sold on the Effective Date.

Annex E
Valuation Methodology for Net Retained Liabilities

The Net Retained Liabilities Initial Ceding Commission Adjustment shall be calculated as $(A / B) \times C$, where:

“A” equals the actuarial appraisal value at a 12.0% discount rate, after tax and after cost of capital, of the Net Retained Liabilities that were inforce as of December 31, 2009, using the same assumptions, methods, and procedures as were used in the Actuarial Appraisal,

“B” equals \$164.0 million, and

“C” equals \$200.5 million.

For purposes of this Annex E, the term “Actuarial Appraisal” shall have the meaning ascribed thereto in the Stock Purchase Agreement.

Annex F
Net Retained Liability Ceding Commission Amount

The Net Retained Liabilities Ceding Commission Amount shall be calculated as $(A / B) \times C$, where:

“A” equals the actuarial appraisal value at a 12.0% discount rate, after tax and after cost of capital, of the Net Retained Liability as inforce as of December 31, 2009, using the same assumptions, methods, and procedures as were used in the Actuarial Appraisal,

“B” equals \$164.0 million, and

“C” equals \$200.5 million.

For purposes of this Annex F, the term “Actuarial Appraisal” shall have the meaning ascribed thereto in the Stock Purchase Agreement.

Exhibit A
Form of Trust Agreement

[Attached]

TRUST AGREEMENT

Dated as of

April 29, 2011

among

**PROTECTIVE LIFE INSURANCE COMPANY,
as Grantor**

**LIBERTY LIFE INSURANCE COMPANY,
as Beneficiary**

and

**THE BANK OF NEW YORK MELLON,
as Trustee**

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TRUST AGREEMENT

TRUST AGREEMENT, dated as of April 29, 2011 (this "**Agreement**"), among PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee insurance company (the "**Grantor**"), LIBERTY LIFE INSURANCE COMPANY, a South Carolina insurance company (the "**Beneficiary**"), and THE BANK OF NEW YORK MELLON, a New York banking corporation (the "**Trustee**") (the Grantor, the Beneficiary and the Trustee are hereinafter each sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

WHEREAS, pursuant to a Coinsurance Agreement dated the date hereof between the Beneficiary and the Grantor (the "**Coinsurance Agreement**"), the Beneficiary is ceding or retroceding to the Grantor, and the Grantor is reinsuring on a coinsurance basis, certain risks under certain life and health insurance policies issued and reinsured by the Beneficiary pursuant to the terms and conditions thereof;

WHEREAS, pursuant to Section 3.1 of the Coinsurance Agreement, the Grantor desires to transfer to the Trustee for deposit to a trust account or accounts as provided herein (the "**Trust Account**") such assets as it may desire to make subject to this Agreement as security for the payment of amounts due the Beneficiary under the Coinsurance Agreement;

WHEREAS, the Trustee has agreed to act as Trustee hereunder, and to hold such assets in trust in the Trust Account for the sole use and benefit of the Beneficiary;

WHEREAS, this Agreement is made for the sole use and benefit of the Beneficiary and for the purpose of setting forth the duties and powers of the Trustee with respect to the Trust Account;

WHEREAS, the Parties hereto intend that this Agreement shall be treated as a grantor trust and that the Grantor shall be treated as the grantor of the Trust for United States federal income tax purposes; and

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Deposit of Assets to the Trust Account**

(a) The Grantor shall establish the Trust Account on the date hereof for the sole use and benefit of the Beneficiary, and the Trustee shall receive Assets (as defined below) hereunder and administer the Trust Account and the trust established hereunder in its name as Trustee for the sole benefit of the Beneficiary (the "**Trust**").

(b) The Grantor shall transfer to the Trustee cash and assets as may be required from time to time pursuant to Section 3.1 of the Coinsurance Agreement for deposit to the Trust Account (all such cash and assets, together with the proceeds thereof, all investments of such cash, assets and proceeds in other assets and all substitutions of such cash, assets and proceeds for other assets are herein referred to individually as an "**Asset**" and collectively as the "**Assets**"). The Trustee is authorized and shall have power to receive the Assets from the Grantor and to hold, invest, reinvest and dispose of the same for the uses and purposes of, and according to, the provisions set forth herein. The Assets shall consist only of Permitted Investments (as defined herein). All Assets credited to the Trust Account shall be in the name of the Trustee and shall be held by the Trustee in its capacity as trustee hereunder. No Asset credited to the Trust Account shall be registered in the name of the Grantor, payable to the order of the Grantor or indorsed to the Grantor, except to the extent that the Grantor has indorsed such Assets to the order of the Trustee. In the event of any payment default as to any Asset in the Trust Account or in the event that any Asset no longer is a Permitted Investment, the Grantor shall promptly substitute other Assets which meet the requirements of a Permitted Investment and have a Statutory Book Value equal to the Statutory Book Value of such Asset which has a payment default or no longer meets the requirements for a Permitted Investment on the last statement provided by the Trustee.

(c) Within fifteen days after (i) the date of inception of the Trust Account, (ii) the last day of each calendar month and (iii) receipt of a written request of the Grantor or the Beneficiary, the Trustee shall prepare and deliver to each of the Beneficiary and the Grantor a report listing all Assets held in the Trust Account, which report shall set forth the type of asset, CUSIP number, if any, position size and its maturity.

(d) Any Assets transferred by the Grantor to the Trustee for deposit to the Trust Account and all Assets invested and substituted at the direction of the Grantor hereunder will be in such form that the Beneficiary whenever necessary may, and the Trustee upon direction by the Beneficiary will, negotiate any such Assets without consent or signature from the Grantor or any person or entity in accordance with the terms of this Agreement. The Grantor shall ensure that (i) only cash and assets of the type permitted under the guidelines (including concentration limits, applied on a percentage of assets basis rather than a percentage of capital basis) applied by the Grantor generally for its own general investments supporting insurance liabilities (the "**Permitted Investments**") are deposited or retained as Assets in the Trust Account, (ii) as of the date of the transfer of any Assets to the Trust Account, the Grantor has good and marketable title to such Assets (iii) each such Asset transferred on the date hereof, shall be at the time of deposit free and clear of all Encumbrances, other than Permitted Encumbrances and interests of nominees, custodians or similar intermediaries and (iv) each such Asset deposited after

the date hereof shall be at the time of deposit free and clear of all claims, liens and Encumbrances whatsoever (other than those arising under this Agreement). The Grantor shall not, and shall not cause the Trustee to, take any action that would create, incur, assume or permit any claim, lien or Encumbrance on any Asset in the Trust Account. Notwithstanding anything herein to the contrary, for a period of 30 days following the date hereof, the concentration limits and other limits contained in the guidelines applied by the Grantor generally for its own general investments supporting insurance liabilities shall not apply to Assets deposited or retained in the Trust Account.

(e) On the date hereof, Grantor shall transfer to the Trustee for deposit to the Trust Account Permitted Investments with an aggregate Statutory Book Value equal to or greater than \$1,612,744,040.

(f) The Required Balance and the Statutory Book Value of the Permitted Investments held in the Trust Account shall be calculated by the Grantor as of the last day of each calendar quarter and the Grantor shall provide a certification with respect to such valuation, including the calculation of the aggregate Statutory Book Value of the Permitted Investments, to each of the Beneficiary and the Trustee within thirty days after the end of such quarter. If the Statutory Book Value of the Permitted Investments held in the Trust Account as of any quarter end is less than the Required Balance as of such quarter end, the Grantor shall within ten Business Days after such determination is made make such further deposits to the Trust Account as are required so that following such deposit the Permitted Investments in the Trust Account have an aggregate Statutory Book Value of not less than the Required Balance as of such quarter end.

(g) Notwithstanding anything herein to the contrary, in the event that the Grantor's RBC Ratio is less than 125%, the Grantor shall fund the Trust Account, in accordance with the mechanics outlined above, with Permitted Investments with an aggregate fair market value equal to or greater than the Required Balance, and all references in this Agreement to "Statutory Book Value" shall be deemed to be references to "fair market value."

2. Withdrawal of Assets from the Trust Account

(a) Pursuant to Section 3.1 of the Coinsurance Agreement, the Beneficiary shall have the right to withdraw Assets from the Trust Account pursuant to the third sentence of this Section 2(a) only after a default by the Grantor in the performance of its monetary obligations under the Coinsurance Agreement, which default has not been cured by the Grantor within ten days following its receipt of a specific written notice thereof delivered by the Beneficiary. Pursuant to Section 3.1 of the Coinsurance Agreement, any such withdrawals shall be utilized and applied by the Beneficiary or any successor by operation of law, including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Beneficiary, without diminution because of insolvency on the part of the Beneficiary or the Grantor, only to pay amounts then due to the

Beneficiary under the Coinsurance Agreement. The Beneficiary shall be permitted to direct the Trustee to withdraw Assets from the Trust Account not in excess of the amount the Beneficiary is permitted to withdraw from the Trust Account under the preceding two sentences upon written notice to the Trustee and the Grantor substantially in the form attached hereto as Exhibit A (a "**Beneficiary Withdrawal Notice**"), which Beneficiary Withdrawal Notice shall specify the Assets to be withdrawn. The Trustee shall have no responsibility whatsoever to determine whether the basis for the Beneficiary's issuance of the Beneficiary Withdrawal Notice is proper and in accordance with the terms of the Coinsurance Agreement. A Beneficiary Withdrawal Notice delivered pursuant to this Section 2(a) may designate a third party designee to whom Assets specified therein shall be delivered. Each withdrawal from the Trust Account by the Beneficiary (i) shall constitute a representation and certification by the Beneficiary that such withdrawal is being made in accordance with the terms of the Coinsurance Agreement and this Agreement and (ii) shall be deemed to satisfy in full all the obligations of the Grantor in respect of which such withdrawal is made. Nothing in this Agreement shall limit the right of the Grantor to seek equitable relief to enjoin any withdrawal on the grounds that any condition precedent to withdrawal under this Section 2(a) has not been satisfied. The amount of any withdrawal by the Beneficiary hereunder in excess of amounts then due to the Beneficiary under the Coinsurance Agreement shall be deemed maintained by the Beneficiary in constructive trust for the benefit of the Grantor and promptly returned to the Grantor.

(b) If the aggregate Statutory Book Value of all Permitted Investments held in the Trust Account as of any quarter end is greater than the Required Balance as of such quarter end, the Grantor may provide notice to the Beneficiary, with a copy to the Trustee, of its desire to withdraw Assets from the Trust Account, specifying the amount and type of Assets to be withdrawn. Within five Business Days following its delivery of such notice to the Beneficiary, the Grantor shall be permitted, without further notice to, or consent of, the Beneficiary, to direct the Trustee to withdraw Assets from the Trust Account in excess of the amount necessary to maintain such Required Balance as of the applicable quarter end, which notice shall be substantially in the form attached hereto as Exhibit B (a "**Grantor Withdrawal Notice**"), which Grantor Withdrawal Notice shall specify the Assets to be withdrawn. Each withdrawal from the Trust Account by the Grantor shall constitute a representation and certification by the Grantor that such withdrawal is being made in accordance with the terms of the Coinsurance Agreement and this Agreement. The Trustee shall have no responsibility whatsoever to determine (i) the Statutory Book Value of the Assets in the Trust Account, (ii) the Required Balance, (iii) the excess of the amount necessary to maintain the Required Balance or (v) whether written notice has been delivered to or received by the Beneficiary pursuant to this Section 2(b). A Grantor Withdrawal Notice delivered pursuant to this Section 2(b) may designate a third party designee to whom Assets specified therein shall be delivered.

(c) Upon receipt of a Beneficiary Withdrawal Notice or a Grantor Withdrawal Notice by the Trustee, the Trustee shall immediately take any and all steps necessary to transfer absolutely and unequivocally all right, title and interest in the Assets specified in such Beneficiary Withdrawal Notice or Grantor Withdrawal Notice, and shall deliver physical custody of such Assets, to or for the account of the Beneficiary, the Grantor or such designee as specified in such Beneficiary Withdrawal Notice or Grantor Withdrawal Notice, as applicable. Upon its receipt of Assets from the Trustee pursuant to this Section 2(c), the Grantor or the Beneficiary, as applicable, shall execute and deliver to the Trustee a receipt evidencing the delivery of such Assets.

(d) Except as provided in Sections 1(b) and 3, in the absence of a Beneficiary Withdrawal Notice or a Grantor Withdrawal Notice, the Trustee shall allow no substitution or withdrawal of any Asset from the Trust Account.

3. Redemption, Investment and Substitution of Assets.

(a) The Trustee shall surrender for payment all maturing Assets and all Assets called for redemption and deposit the principal amount of the proceeds of any such payment to the Trust Account.

(b) From time to time, at the written order and direction of the Grantor or its designated Investment Manager (as hereinafter defined), the Trustee shall, and is hereby given authority to, invest Assets in the Trust Account in Permitted Investments without the Beneficiary's consent and without notice to the Beneficiary.

(c) From time to time upon not less than five Business Days' prior written notice to the Beneficiary, at the written order and direction of the Grantor or its designated Investment Manager (as hereinafter defined), the Trustee shall, and is hereby given authority to, accept substitutions of Assets in the Trust Account in Permitted Investments without the Beneficiary's consent; provided, that such notice to the Beneficiary shall not be required for substitutions of Assets made pursuant to this Section 3(c) within the 30 day period following the date hereof. Such written order and direction shall specify by CUSIP number the specific Assets to be deposited in, and withdrawn from, the Trust Account, and shall contain a certification to the Trustee and the Beneficiary that the Assets to be deposited in the Trust Account are Permitted Investments. The Grantor or its designated Investment Manager shall only substitute Assets if following such substitution the aggregate Statutory Book Value of the Permitted Investments in the Trust Account is not less than the aggregate Statutory Book Value of the Assets prior to any such substitution. The Trustee shall not have responsibility whatsoever to monitor whether prior written notice of such substitution has been given to the Beneficiary or to determine the Statutory Book Value of such substituted Assets or that such substituted Assets actually constitute Permitted Investments.

(d) Any instruction or order concerning investments or substitutions of Assets shall be referred to herein as an **Investment Order**.” The Trustee shall execute Investment Orders and settle securities transactions by itself or by means of an agent or broker. The Trustee shall not be responsible for any act or omission in the selection, or for the solvency, of any such agent or broker.

(e) When the Trustee is directed to deliver Assets against payment, delivery will be made in accordance with generally-accepted market practice.

(f) Any loss incurred from any investment pursuant to the terms of this Section 3 shall be borne exclusively by the Trust Account provided, however, that in no event shall any such loss relieve the Grantor’s obligations to maintain the Required Balance.

4. Dividends, Interest and Income.

(a) All payments of interest, dividends and other income in respect of Assets in the Trust Account shall be posted and credited by the Trustee to the Trust Account. Any such interest, dividends and other income shall immediately become part of the Trust Account and be available for withdrawal, substitution and investment as provided in this Agreement. Any interest, dividends or other income automatically posted and credited on the payment date to the Trust Account that is not subsequently received by the Trustee shall be reimbursed by the Grantor to the Trustee, and the Trustee may debit the Trust Account for this purpose. All interest, dividends and other income in respect of Assets in the Trust Account shall be considered income attributable to the Grantor. Any United States federal, state, local or other income tax liability for capital gains on Assets in the Trust Account shall be the responsibility of Grantor.

(b) The Grantor shall pay, prior to delinquency, all taxes, assessments and other charges levied upon the Assets or the Trust Account and shall discharge all liens against the Assets or the Trust Account; provided, however, that unless and until foreclosure, distraint, levy, sale or similar proceedings shall have been commenced, the Grantor need not pay any such tax, assessment or other charge so long as the validity thereof is contested in good faith and by appropriate proceedings diligently conducted and so long as security sufficient to pay such tax, assessment or other charge (and any interest and penalties which may be applicable thereon) has been provided to the Trustee to protect the Beneficiary and the Trustee. In the event that the Grantor shall fail so to pay any such tax, assessment or other charge (and shall not be so contesting it) or to discharge any such lien, the Beneficiary may, at its option, but shall not be required to, make any payments necessary to pay such tax, assessment or other charge and/or to discharge such lien, and the Grantor shall, upon demand, reimburse the Beneficiary for the full amount of such payments (together with interest from the date paid to, but not including the date reimbursed at, a fluctuating rate per annum equal to the prime rate as announced by the Trustee from time to time). The Trustee shall not be responsible for paying any taxes, assessments or other charges or discharging liens on the Trust Account or any of the Assets thereof.

(c) The Parties intend that the Trust Account be classified for United States federal income tax purposes as a grantor trust. Each Party agrees to treat the Trust Account as a grantor trust for all United States federal, state and local tax purposes. The Trustee shall not be authorized or empowered to do anything that would cause the Trust Account to fail to qualify as a grantor trust for such tax purposes. The Grantor shall be responsible for any tax reporting (including filing of any income tax returns and, if applicable, obtaining tax identification numbers) required on behalf of the Trust or Trust Account and shall notify the Trustee of the tax identification number of the Trust.

5. Right to Vote Assets.

Within a reasonable time of the Trustee's receipt thereof, the Trustee shall forward to the Grantor or a person authorized in writing for such purpose (including a designated Investment Manager (as defined herein)) any and all annual and interim stockholder reports and all proxies, ballots and proxy materials relating to the Assets, notices of required actions related to bankruptcy cases, and information received by the Trustee or summaries thereof regarding ownership rights pertaining to the Assets, each as actually received by the Trustee and in accordance with the Trustee's customary practices. Absent the Trustee's actual receipt of such notice, the Trustee shall have no liability for failing to so notify the Grantor or its designee. Absent the Trustee's timely receipt of instructions, the Trustee shall not be liable for failure to take any action relating to, or to exercise any rights conferred by, such Assets. The Grantor or a person authorized in writing for such purpose (including a designated Investment Manager) shall have the full and unqualified right to vote any Assets in the Trust Account and shall be responsible for making any decisions and taking any other action with respect to any voluntary rights that may be exercised or alternate courses of action that may be taken by reason of the ownership of such Assets and for directing the Trustee to act.

6. Additional Rights and Duties of the Trustee.

(a) The Trustee shall be a Qualified United States Financial Institution that does not control, is not controlled by and is not under common control with, the Grantor or the Beneficiary, and which maintains trust accounts for others in the ordinary course of its business and is acting in that capacity in this Agreement.

(b) The Trustee shall notify the Grantor and the Beneficiary in writing within ten days following each deposit to, or withdrawal from, the Trust Account.

(c) Before accepting any Asset for deposit to the Trust Account, the Trustee shall determine that such Asset is in such form that the Beneficiary, whenever necessary, or the Trustee, upon direction by the Beneficiary, may negotiate such Asset without consent or signature from the Grantor or any other person or entity other than the Trustee in accordance with the terms of this Agreement.

(d) The Trustee shall have no responsibility whatsoever to determine that any Assets in the Trust Account are or continue to be Permitted Investments, comply with the guidelines referred to in Section 1(d) or are or continue to be free of Encumbrances or subject to any Permitted Encumbrances. All Assets shall be maintained by the Trustee in the Trust Account separate and distinct from all other assets under the control of or on the books of the Trustee.

(e) The Trustee shall hold all Assets in a safe place at one of its offices in the United States, and such Assets may be held in certificated or electronic form. The Trustee may deposit any Assets in the Trust Account in a book-entry account maintained at the Federal Reserve Bank of New York or in depositories such as The Depository Trust Company and hold them in electronic form. The Trustee shall have no liability whatsoever for the action or inaction of any depository or for any losses resulting from the maintenance of Assets with a depository. Assets may be held in the name of a nominee maintained by the Trustee or by any such depository.

(f) The Trustee shall keep full and complete records of the administration of the Trust Account in accordance with applicable law. Upon the request of the Grantor or the Beneficiary, the Trustee shall promptly permit the Grantor or the Beneficiary, their respective agents, employees or independent auditors to examine, audit, excerpt, transcribe and copy, during the Trustee's normal business hours, any books, documents, papers and records relating to the Trust Account or the Assets. The Trustee shall accept and open all mail directed to the Grantor or the Beneficiary in care of the Trustee.

(g) Unless otherwise provided in this Agreement, the Trustee is authorized to follow and rely upon all instructions given by officers (including officers of any investment manager designated in writing by the Grantor and approved in writing by the Beneficiary (such approval not to be unreasonably withheld) (each, an "**Investment Manager**")) named in incumbency certificates furnished to the Trustee from time to time by the Grantor, a designated Investment Manager or the Beneficiary, respectively, and by attorneys-in-fact acting under written authority furnished to the Trustee by the Grantor or the Beneficiary, including, without limitation, instructions given by letter, facsimile or electronic media, if the Trustee reasonably believes such instructions to be genuine and to have been signed, sent or presented by the proper Party or Parties, a designated Investment Manager or attorney-in-fact. The Trustee shall not incur any liability to anyone resulting from actions taken by the Trustee in reliance in good faith on such instructions. The Grantor shall provide written notice to the Trustee of any change to any Investment Manager or attorney-in-fact (for the avoidance of doubt any such replacement Investment Manager shall have been approved in writing by the Beneficiary (such approval not to be unreasonably withheld)). The Trustee shall not incur any liability in executing instructions (i) from any attorney-in-fact prior to receipt by it of notice of the

revocation of the written authority of such attorney-in-fact or (ii) from any officer of the Grantor (or its designated Investment Manager) or the Beneficiary named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate or notice of revocation of the authority of such Investment Manager. Each of the Grantor and the Beneficiary acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee, and that there may be more secure methods of transmitting instructions than the method selected by the sender. Each of the Grantor and the Beneficiary agrees that the security procedures, if any, to be followed in connection with a transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

(h) The duties and obligations of the Trustee shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Trustee. Notwithstanding anything to the contrary herein, the Trustee shall not be liable except for its own negligence, willful misconduct or lack of good faith arising out of or in connection with the performance of its obligations in accordance with this Agreement.

(i) No provision of this Agreement shall require the Trustee to take any action which, in the Trustee's reasonable judgment, would result in any violation of this Agreement or any provision of law.

(j) Anything in this Agreement to the contrary notwithstanding, in no event shall the Trustee be liable under or in connection with this Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

(k) The Trustee shall not be responsible for ensuring or determining the existence, genuineness or value of any of the Assets or the validity, perfection, priority or enforceability of any liens on any of the Assets whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes negligence, lack of good faith or willful misconduct on the part of the Trustee, for the validity of title to the Assets, for insuring the Assets or for the payment of taxes, charges, assessments or liens upon the Assets.

(l) The Trustee shall not be required to risk or expend its own funds in performing its obligations under this Agreement. The foregoing sentence shall not apply to the ordinary out-of-pocket expenses referred to in the second sentence of Section 7(a) which are incurred by the Trustee in the normal administration of this Agreement and which are to be reimbursed as provided in Section 7(a) or to ordinary internal overhead expenses which are incurred by the Trustee in the normal administration of this Agreement.

7. Trustee's Compensation, Expenses, etc

(a) The Grantor shall pay the Trustee, as compensation for its services under this Agreement, a fee computed at rates determined by the Trustee from time to time and communicated in writing to, and consented to by, the Grantor. The Grantor shall pay or reimburse the Trustee for all of the Trustee's expenses and disbursements in connection with its duties under this Agreement (including attorney's fees and expenses), except any such expense or disbursement as may arise from the Trustee's negligence, willful misconduct or lack of good faith. The Grantor hereby indemnifies the Trustee for, and holds it harmless against, any loss, liability, costs or expenses (including attorney's fees and expenses) incurred or made without negligence, willful misconduct or lack of good faith on the part of the Trustee, arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement or the status of the Trustee and its nominee as the holder of record of the Assets. In addition to and not in limitation of the foregoing, the Beneficiary hereby indemnifies the Trustee for, and holds it harmless against, any loss, liability, costs or expenses (including attorney's fees and expenses) incurred or made without negligence, willful misconduct or lack of good faith on the part of the Trustee, arising out of or in connection with actions taken by the Trustee pursuant to any written instruction from the Beneficiary to perform any such action. The Grantor and the Beneficiary each hereby acknowledge that the foregoing indemnities shall survive the resignation or discharge of the Trustee or the termination of this Agreement.

(b) No Assets shall be withdrawn from the Trust Account or used in any manner for paying compensation to, or reimbursement of expenses or indemnification of, the Trustee.

(c) The Trustee may consult with counsel selected by it. The written opinion or advice of said counsel shall be full and complete authority and protection for the Trustee with respect to any action taken, suffered or omitted by it in good faith and in accordance with the opinion or advice of said counsel.

8. Resignation or Removal of the Trustee

(a) The Trustee may resign at any time by delivery of a written notice of resignation, effective not less than 90 days after receipt by the Beneficiary and the Grantor of such notice. The Trustee may be removed by the Grantor's delivery to the Trustee and the Beneficiary of a written notice of removal, effective not less than 90 days after receipt by the Trustee and the Beneficiary of such notice; provided, that no such resignation or removal shall become effective until a successor Trustee has been duly appointed and approved by the Beneficiary and the Grantor and all Assets in the Trust

Account have been duly transferred to the new Trustee in accordance with Section 8(b). The Beneficiary may instruct the Grantor to deliver a written notice of removal in accordance with this Section 8(a) in the event the Trustee breaches any of its duties hereunder and such breach is not cured within five Business Days after delivery by the Grantor of written notice thereof to the Trustee.

(b) Upon receipt by the proper Parties of the Trustee's notice of resignation or the Grantor's notice of removal, the Grantor and the Beneficiary shall appoint a successor trustee. The Trustee and any successor trustee shall be a bank that is a Qualified United States Financial Institution that does not control, is not controlled by and is not under common control with, the Grantor or the Beneficiary. Upon the acceptance of the appointment as trustee hereunder by a successor trustee and the transfer to such successor trustee of all Assets in the Trust Account, the resignation or removal of the Trustee shall become effective. Thereupon, such successor trustee shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning or removed Trustee, and the resigning or removed Trustee shall be discharged from any future duties and obligations under this Agreement, but the resigning or removed Trustee shall continue after such resignation or removal to be entitled to the benefits of the indemnities provided herein for the Trustee.

9. Termination of the Trust Account

(a) The Trust Account and this Agreement, except for the indemnification provided pursuant to Section 7(a) hereof, may be terminated (i) upon the Grantor and the Beneficiary providing the Trustee with joint written notice of their mutual intention to terminate the Trust Account, (ii) in connection with the termination of the Coinsurance Agreement upon the Beneficiary providing the Trustee and the Grantor with written notice that all obligations of the Grantor under the Coinsurance Agreement have been satisfied or (iii) upon the Grantor providing the Trustee and the Beneficiary with written notice of its intention to terminate the Trust Account solely in the event the Required Balance as of the end of any calendar quarter is less than ten percent (10%) of the sum of the (x) capital and surplus of the Grantor *plus* (y) asset valuation reserve of the Grantor, in each case determined in accordance with the statutory accounting principles and practices prescribed by the Grantor's state of domicile as of such quarter end. The written notice of termination delivered pursuant to Section 9(a)(i), (ii) or (iii) (the "**Notice of Intention**") shall specify the date on which the notifying Party or Parties intend the Trust Account to terminate (the "**Proposed Date**").

(b) Within three days following receipt by the Trustee of the Notice of Intention, the Trustee shall give written notification (the "**Termination Notice**") to the Beneficiary and the Grantor of the date (the "**Termination Date**") on which this Agreement and the Trust Account shall terminate. The Termination Date shall be (i) the Proposed Date if the Proposed Date is at least thirty days but no more than forty-five days subsequent to the date the Termination Notice is given; (ii) thirty days subsequent to the

date the Termination Notice is given if the Proposed Date is fewer than thirty days subsequent to the date the Termination Notice is given; or (iii) forty-five days subsequent to the date the Termination Notice is given if the Proposed Date is more than forty-five days subsequent to the date the Termination Notice is given.

(c) On the Termination Date, the Trustee shall transfer to the Grantor or its designee any Assets not previously withdrawn from the Trust Account, at which time all liability of the Trustee with respect to such Assets shall cease.

(d) For the avoidance of doubt, the consent of the Grantor shall not be required in connection with a termination pursuant to Section 9(a)(ii) and the consent of the Beneficiary shall not be required in connection with a termination pursuant to Section 9(a)(iii) or the transfer of Assets pursuant to Section 9(c).

10. Definitions.

Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Agreement):

The term "**Beneficiary**" has the meaning ascribed thereto in the preamble hereto and shall include any successor of the Beneficiary by operation of law. If a court of law appoints a successor in interest to the Beneficiary, the Beneficiary includes and is limited to the court appointed domiciliary receiver (including any conservator, rehabilitator or liquidator).

The term "**Business Day**" means any day other than a Saturday, a Sunday or a day on which banks in Birmingham, Alabama, Greenville, South Carolina or New York, New York are authorized or obligated by law or executive order to remain closed.

The term "**control**" (including the related terms "**controlled by**" and "**under common control with**") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if a person, directly or indirectly, owns, control or holds with the power to vote, or holds proxies representing ten percent or more of the voting securities of another person.

The term "**Encumbrance**" means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien or charge of any kind.

The term "**Governmental Authority**" means any U.S. or foreign federal, state, local, municipal, county or other governmental, quasi-governmental, administrative, regulatory or self-regulatory authority or organization, body, agency, court, tribunal, commission or other similar entity, including any branch, department or official thereof.

The term "**Law**" means any U.S. or foreign federal, regional, state or local law, statute, ordinance, directive, rule, regulation, order, judgment, decree, injunction or other legally binding obligation imposed by a Governmental Authority.

The term "**Permitted Encumbrance**" means the following Encumbrances: (a) Encumbrances for all federal, state, local and foreign net or gross income, profits, franchise, gross receipts, premium, license, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986), customs duty, escheat payments, capital stock, alternative or add-on minimum, severances, stamp, transfer, payroll, sales, employment, unemployment, disability, use, ad valorem, property, withholding, excise, retaliatory, occupation, production, value added, windfall, occupancy and other taxes, charges, fees, levies, duties or assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions imposed by any Governmental Authority and any liability for any of the foregoing as transferee, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established (if required pursuant to the statutory accounting practices and procedures otherwise required, permitted or then in effect by the South Carolina Department of Insurance); (b) materialmen's, mechanics', carriers', workmen's and repairmen's Encumbrances and other like Encumbrances arising in the ordinary course of business by operation of Law for amounts not yet due or which are being contested in good faith or pursuant to original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business that would not reasonably be expected to materially impair or detract from the value and use of such property and assets; (c) all deposits that have been made in the ordinary course of business with any Governmental Authorities in connection with a governmental authorization, registration, filing, license, permit or approval; (d) landlords' Encumbrances under leases arising by operation of Law for amounts not yet due; or (e) all exceptions to any title insurance coverage that (1) customarily or of necessity are not or cannot be removed (such as rights or instruments that are recorded against the applicable real property or any part thereof), (2) would be shown by a current title report or other similar report or listing, (3) may be shown by a current survey or physical inspection, (4) are zoning, building, subdivision, land use, environmental regulations or other similar requirements or restrictions or (5) are matters that are the obligations of tenants, subtenants or other occupants of any portion of any real property owned by the Beneficiary under any lease, sublease, license or other occupancy agreement, in each case to the extent such exceptions to title insurance coverage would not reasonably be expected materially to impair or detract from the value or use of the applicable properties and assets.

The term "**person**" shall mean and include an individual, a corporation, a partnership, a limited liability company, an association, a trust, an unincorporated organization or a government or political subdivision thereof.

The term "**Qualified United States Financial Institution**" means an institution that is (a) organized or, for a United States branch or agency office of a foreign banking organization, licensed under the laws of the United States or any state thereof and has been granted authority to operate with fiduciary powers and (b) regulated, supervised and examined by United States federal or state authorities having regulatory authority over banks and trust companies.

The term "**RBC Ratio**" shall have the meaning ascribed thereto in the Coinsurance Agreement.

The term "**Required Balance**" shall have the meaning ascribed thereto in the Coinsurance Agreement.

The term "**Statutory Book Value**" shall mean (a) as to cash, the amount of such cash in United States dollars and (b) as to any other Asset, the carrying value of the subject Asset on the books of the Grantor for statutory statement purposes determined in accordance with the statutory accounting principles and practices prescribed by the Grantor's state of domicile, consistently applied.

The term "**Stock Purchase Agreement**" means the Stock Purchase Agreement, dated as of October 22, 2010, by and among RBC Insurance Holdings (USA) Inc., Athene Holding Ltd., Protective Life Insurance Company, and, solely for purposes of Sections 5.14 through Section 5.17 and Articles 7, 8 and 10 of thereof, RBC USA Holdco Corporation.

11. Governing Law.

This Agreement shall be subject to and governed by the laws of the State of New York, without regard to the conflicts of laws principles thereof to the extent such principles would permit or require the application of the law of another jurisdiction and are not required to be applied by law.

Each of the Parties hereto hereby waives the right to trial by jury in any proceedings arising out of or relating to this Agreement. To the extent that, in any jurisdiction either of the Grantor and the Beneficiary may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim and hereby waives,

such immunity. Each Party consents to the jurisdiction of any state or federal court situated in the County and State of New York in connection with any dispute arising hereunder. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. The establishment and maintenance of the Trust Account, and all interests, duties and obligations with respect thereto, shall be governed by the laws of the State of New York.

12. Successors and Assigns.

This Agreement shall not be assignable, except as expressly permitted by Section 8 of this Agreement, and any attempt to so assign this Agreement except as so permitted shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party hereto.

13. Severability.

In the event that any provision of this Agreement shall be declared invalid or unenforceable by any regulatory body or court having jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

14. Force Majeure.

No Party to this Agreement shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including but not limited to: acts of God, accidents, labor disputes, earthquakes, fires, floods, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss or malfunctions of utilities, computer hardware or software or communications services, acts of civil or military authority or governmental actions, the unavailability of the Federal Reserve Bank wire or other wire or communication facilities; it being understood that any such Party shall use its best efforts to resume performance as soon as practicable under the circumstances.

15. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties and is not subject to any conditions or qualifications outside of this Agreement.

16. Amendments.

This Agreement may be modified or otherwise amended, and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the Parties.

17. Notices, etc.

Unless otherwise provided in this Agreement, all notices, directions, requests, demands, acknowledgments and other communications required or permitted to be given or made under the terms hereof shall be in writing and shall be deemed to have been duly given or made (a) (i) when delivered personally, (ii) when made or given by facsimile or electronic media, or (iii) in the case of mail delivery, upon the expiration of three days after any such notice, direction, request, demand, acknowledgment or other communication shall have been deposited in the United States mail for transmission by first class mail, postage prepaid, or upon receipt thereof, whichever shall first occur and (b) when addressed as follows:

If to the Grantor:

Protective Life Insurance Company
2801 Highway 280 South
Birmingham, Alabama 35223
Telephone: (205) 268-1000
Facsimile: (205) 268-3597
Attn: Alfred F. Delchamps, III
Email: Al.Delchamps@Protective.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909- 6459
Facsimile: (212) 909- 7459
Attn: Nicholas F. Potter, Esq.

If to the Beneficiary:

Liberty Life Insurance Company
P.O. Box 1389
Greenville, South Carolina 29602-1389
Telephone: (864) 609-1307
Facsimile: (864) 609-1049
Attn: President and General Counsel

with copies (which shall not constitute notice) to:

Athene Holding Ltd.
44 Church Street
Hamilton HM 12, Bermuda
Telephone: (441) 279-8412
Facsimile: (441) 279-8401
Attention: President and General Counsel
Email: cgillis@athenelifere.bm; tshanafelt@athenelifere.bm

Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

If to the Trustee:

The Bank of New York Mellon
101 Barclay Street
Mailstop: 101-0850
New York, New York 10286
Attn: Insurance Trust & Escrow Group
Fax: (732) 667-9536

Each Party may from time to time designate a different address for notices, directions, requests, demands, acknowledgments and other communications by giving written notice of such change to the other Parties. Without limiting the generality of the foregoing, all notices, directions, requests, demands, acknowledgments and other communications relating to the Beneficiary's approval of the Grantor's authorization to substitute Assets and to the termination of the Trust Account shall be in writing and may be made or given by facsimile or electronic media.

18. Headings.

The headings of the Sections and the Table of Contents have been inserted for convenience of reference only and shall not be deemed to constitute a part of this Agreement.

19. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same Agreement.

20. Representations.

Each of the Parties hereby represents and warrants to the others that it has full authority to enter into this Agreement upon the terms and conditions hereof, that the individual executing this Agreement on its behalf has the requisite authority to bind such Party to this Agreement and that this Agreement constitutes its binding obligation enforceable in accordance with the terms hereof.

21. USA Patriot Act.

The Grantor and Beneficiary hereby acknowledge that the Trustee is subject to United States federal laws, including the Customer Identification Program ("**CIP**") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Trustee must obtain, verify and record information that allows the Trustee to identify the Grantor and Beneficiary. Accordingly, prior to opening the Trust Account hereunder, the Trustee will ask each of the Grantor and Beneficiary to provide certain information including, but not limited to, the Grantor's and Beneficiary's name, physical address, tax identification number and other information that will help the Trustee to identify and verify the Grantor's and Beneficiary's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Each of the Grantor and Beneficiary agrees that the Trustee cannot open the Trust Account hereunder unless and until the Trustee verifies the Grantor's and Beneficiary's identity in accordance with the Trustee's CIP.

22. Required Disclosure.

The Trustee is authorized to supply any information regarding the Trust Account and related Assets required by any law, regulation or rule now or hereafter in effect.

Each of the Grantor and the Beneficiary agrees to supply the Trustee with any such required information if it is not otherwise reasonably available to the Trustee.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PROTECTIVE LIFE INSURANCE COMPANY,
as Grantor

By: _____
Name:
Title:

LIBERTY LIFE INSURANCE COMPANY,
as Beneficiary

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____
Name:
Title:

Exhibit A

Form of Beneficiary Withdrawal Notice

[Insert Date]

The Bank of New York Mellon
101 Barclay Street
Mailstop: 101-0850
New York, NY 10286
Attn: Insurance Trust & Escrow Group

Protective Life Insurance Company
2801 Highway 280 South
Birmingham, Alabama 35223
Attn: Alfred F. Delchamps, III

Ladies and Gentlemen:

Reference is hereby made to the Trust Agreement dated [●], 2011 (as amended, supplemented or otherwise modified from time to time, the "**Trust Agreement**"), entered into by and among Liberty Life Insurance Company (the "Beneficiary"), Protective Life Insurance Company (the "**Grantor**") and The Bank of New York Mellon (the "**Trustee**"). Terms not defined herein shall have the meaning set forth in the Trust Agreement.

Pursuant to Section 2(a) of the Trust Agreement, the Beneficiary hereby notifies the Trustee and the Grantor that it intends to withdraw the Assets specified below from the Trust Account, The Bank of New York Mellon Account # [●], for the following purposes permitted and as permitted under Section 2(a) of the Trust Agreement: *[specify basis for issuance of Beneficiary Withdrawal Notice]*.

[Specify list of Assets to be withdrawn]

The Trustee is instructed to deliver the Assets described above directly to *[specify account information, including address, for the Beneficiary or its designee]* on *[specify date of transfer]* or as soon as possible thereafter.

This is a "**Beneficiary Withdrawal Notice**" within the meaning of Section 2(a) of the Trust Agreement.

LIBERTY LIFE INSURANCE COMPANY

By: _____

Name:

Title:

cc: Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909- 6459
Facsimile: (212) 909- 7459
Attn: Nicholas F. Potter, Esq.

Exhibit B

Form of Grantor Withdrawal Notice

[Insert Date]

The Bank of New York Mellon
101 Barclay Street
Mailstop: 101-0850
New York, NY 10286
Attn Insurance Trust & Escrow Group

Liberty Life Insurance Company
P.O. Box 1389
Greenville, South Carolina 29602-1389
Attn: President and General Counsel

Ladies and Gentlemen:

Reference is hereby made to the Trust Agreement dated [●], 2011 (as amended, supplemented or otherwise modified from time to time, the "**Trust Agreement**"), entered into by and among Liberty Life Insurance Company (the "**Beneficiary**"), Protective Life Insurance Company (the "**Grantor**") and The Bank of New York Mellon (the "**Trustee**"). Terms not defined herein shall have the meaning set forth in the Trust Agreement.

Pursuant to Section 2(b) of the Trust Agreement, the Grantor hereby notifies the Trustee and the Beneficiary that it intends to withdraw the Assets specified below from the Trust Account, Bank of New York Mellon Account # [●], as permitted under Section 2(b) of the Trust Agreement.

[Specify list of Assets to be withdrawn]

The Trustee is instructed to deliver the assets described above directly to *[specify account information, including address, for the Grantor or its designee]* on *[specify date of transfer]* or as soon as possible thereafter.

This is a "**Grantor Withdrawal Notice**" within the meaning of Section 2(b) of the Trust Agreement.

PROTECTIVE LIFE INSURANCE COMPANY

By: _____

Name:

Title:

cc: Sidley Austin LLP
1 South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Attn: Perry J. Shwachman, Esq.

and

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5835
Facsimile: (212) 839-5599
Attn: Jonathan J. Kelly, Esq.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this day of February, 2013, by and between Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), and James R. Belardi (the "Executive").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. The Company and the Executive entered into that certain Employment Agreement (the "Original Agreement"), dated as of July 15, 2009 (the "Effective Date") pursuant to which the Executive serves as the Chief Executive Officer of the Company.

B. The Company and the Executive (the "Parties") desire that the Executive continue to serve as the Chief Executive Officer of the Company pursuant to the terms and conditions hereof. This Agreement shall govern the employment relationship between the Executive and the Company from and after the date hereof, and, as of the date hereof, supersedes and negates all previous agreements with respect to such relationship, including the Original Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Retention and Duties.

- 1.1 Retention.** The Company does hereby engage and employ the Executive for the Period of Employment (as such term is defined in Section 2) on the terms and conditions expressly set forth in this Agreement. The Executive does hereby accept and agree to such engagement and employment, on the terms and conditions expressly set forth in this Agreement.
- 1.2 Duties.** During the Period of Employment, the Executive shall serve the Company as its Chief Executive Officer and shall have the powers, authorities, duties and obligations of management usually vested in the office of the Chief Executive Officer, and such other powers, authorities, duties and obligations commensurate with such position as the Company's Board of Directors (the "Board") may assign from time to time, all subject to the lawful directives of the Board and the corporate policies of the Company as they are in effect from time to time throughout the Period of Employment (including, without limitation, the Company's business conduct and ethics policies and the Company's operating guidelines as they may be in effect from time to time). The parties acknowledge that the Executive was appointed to the Board as of the Effective Date. During the Period of Employment, the Executive shall report to the Board.

1.3 No Other Employment; Minimum Time Commitment. During the Period of Employment, the Executive shall (i) devote substantially all of the Executive's business time, energy and skill to the performance of the Executive's duties for the Company, Athene Asset Management LLC and their subsidiaries (collectively, the "Company Entities"), (ii) perform such duties in a faithful, effective and efficient manner to the best of his abilities, and (iii) hold no other employment other than pursuant to the Amended and Restated Employment Agreement with Athene Asset Management LLC, dated as of even date herewith (the "Asset Management Employment Agreement"). The Executive's service on the boards of directors (or similar body) of other business entities is subject to the approval of the Board; provided, however, that service on the board of directors (or similar body) of any Company Entity shall be deemed pre-approved. During the Period of Employment, the Executive shall be permitted to manage his personal investments and engage in charitable activities, so long as such activities do not, in each case and in the aggregate, interfere with the effective discharge of the Executive's duties and responsibilities to the Company. The Company shall have the right to require the Executive to resign from any board or similar body (including, without limitation, any association, corporate, civic or charitable board or similar body) on which he may then serve if the Board reasonably determines that the Executive's service on such board or body interferes with the effective discharge of the Executive's duties and responsibilities to the Company or that any business related to such service is then in competition with any business of the Company, the Asset Management Company, or any of their respective Affiliates (as such terms are defined in Section 5.5), successors or assigns.

1.4 Representations.

- (a) The Executive hereby represents to the Company that: (i) the execution and delivery of this Agreement by the Executive and the Company and the performance by the Executive of the Executive's duties hereunder do not and shall not constitute a breach of, conflict with, or otherwise contravene or cause a default under, the terms of any other agreement or policy to which the Executive is a party or otherwise bound or any judgment, order or decree to which the Executive is subject; (ii) that the Executive has no information (including, without limitation, confidential information and trade secrets) relating to any other Person (as such term is defined in Section 5.5) which would prevent, or be violated by, the Executive entering into this Agreement or carrying out his duties hereunder; (iii) other than this Agreement and the Asset Management Employment Agreement, the Executive is not bound by any employment, consulting, non-compete, trade secret or similar agreement with any other Person; (iv) the Executive understands the Company will rely upon the accuracy and truth of the representations and warranties of the Executive set forth herein and the Executive consents to such reliance and (v) upon the execution

and delivery of this Agreement by the Parties, this Agreement shall be his valid and binding obligation, enforceable against the Executive in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and general principles of equity (whether considered by a court of law or a court of equity).

- (b) The Company hereby represents to the Executive that (i) it is fully authorized by action of its Board (and of any other Person or body whose action is required) to enter into this Agreement and to perform its obligations under it, (ii) the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document to which it or any of its Affiliates is a party or by which it or any of its Affiliates is bound and (iii) upon the execution and delivery of this Agreement by the Parties, this Agreement shall be its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and general principles of equity (whether considered by a court of law or a court of equity).

- 1.5 Location.** The Executive's principal places of employment shall be the Company's principal executive offices as they may be located from time to time initially located in Los Angeles and in Bermuda. The Executive agrees that he will be regularly present at those offices. The Executive acknowledges that he will be required to travel from time to time in the course of performing his duties for the Company, and in particular, that he will be required to travel to Bermuda regularly.

2. Period of Employment. The "Period of Employment" shall commence on the date hereof and end at the close of business on November 3, 2016 (the "Termination Date"); provided, however, that this Agreement shall be automatically renewed, and the Period of Employment shall be automatically extended for one (1) additional year on the Termination Date and each anniversary of the Termination Date thereafter, unless either party gives written notice at least one hundred and twenty (120) days prior to the expiration of the Period of Employment (including any renewal thereof) of such party's desire to terminate the Period of Employment (such notice to be delivered in accordance with Section 21). The term "Period of Employment" shall include any extension thereof pursuant to the preceding sentence. Provision of notice by the Company or the Executive that the Period of Employment shall not be extended or further extended, as the case may be, shall not constitute a breach of this Agreement and shall not constitute "Good Reason" for purposes of this Agreement. Notwithstanding the foregoing, the Period of Employment is subject to earlier termination as provided below in this Agreement.

3. **Compensation.**

3.1 **Base Salary.** During the Period of Employment, the Company shall pay the Executive a base salary (the "**Base Salary**"), which shall be paid in monthly installments (or more frequently) as are consistent with the Company's regular payroll practices in effect from time to time. The Executive's Base Salary shall be at an annualized rate of one hundred and thirty-five thousand dollars (\$135,000). The Compensation Committee of the Board (the "**Compensation Committee**") will review the Executive's rate of Base Salary on an annual basis and may, in its sole discretion, increase (but not decrease) the rate then in effect. The Executive's Base Salary shall not be reduced other than (x) as part of an across the board reduction applicable to all members of senior management that results in a proportional reduction to the Executive's Base Salary equal to that of other members of senior management or (y) if in connection with such reduction the Executive's base salary is increased by a like amount by the Asset Management Company. In the discretion of the Company the Base Salary may be paid to the Executive by the Asset Management Company.

3.2 **Incentive Bonus.** The Executive shall be eligible to receive an incentive bonus for each fiscal year of the Company that ends during the Period of Employment ("**Incentive Bonus**"); provided that, except as provided in Section 5.3, the Executive must be employed by the Company at the time the Company pays its annual bonuses generally with respect to any such fiscal year in order to be eligible for an Incentive Bonus with respect to that fiscal year (and, if the Executive is not so employed at such time, in no event shall he have been considered to have "earned" any Incentive Bonus with respect to the fiscal year in question). The Executive's target Incentive Bonus amount for a particular fiscal year of the Company shall equal one hundred percent (100%) of the Executive's Base Salary paid to the Executive for that fiscal year; provided that the Executive's actual Incentive Bonus amount for a particular fiscal year shall be determined by the Compensation Committee in its sole discretion, based on performance objectives (which may include corporate, business unit or division, financial, strategic, individual or other objectives) established with respect to that particular fiscal year by the Compensation Committee. Any Incentive Bonus earned by the Executive for a particular fiscal year shall be paid in cash as soon as reasonably practicable following the date that the audited financial statements of the Company for such fiscal year are issued and at the same time that incentive bonuses for such fiscal year are paid to other senior executives of the Company generally, and in no event later than December 31 of the year following the close of the fiscal year for which the bonus is earned. In the discretion of the Company the Incentive Bonus may be paid to the Executive by the Asset Management Company.

4. **Benefits.**

4.1 **Retirement, Welfare and Fringe Benefits.** During the Period of Employment, the Executive shall be entitled to participate in all employee pension and welfare

benefit plans and programs, and fringe benefit plans and programs, made available to the Company's employees generally, in accordance with the eligibility and participation provisions of such plans and as such plans or programs may be in effect from time to time.

- 4.2 **Reimbursement of Business Expenses.** The Executive is authorized to incur reasonable expenses in carrying out the Executive's duties under this Agreement and shall be entitled to reimbursement for all reasonable business expenses the Executive incurs during the Period of Employment in connection with carrying out such duties, subject to the Company's expense reimbursement policies and any pre-approval policies in effect from time to time.
- 4.3 **Vacation and Other Leave.** During the Period of Employment, the Executive's annual rate of vacation accrual shall be four (4) weeks per year; provided that such vacation shall accrue and be subject to the Company's vacation policies in effect from time to time. The Executive shall also be entitled to all other holiday and leave pay generally available to other executives of the Company.

5. **Termination.**

- 5.1 **Termination by the Company.** The Executive's employment by the Company, and the Period of Employment, may be terminated at any time by the Company: (i) with Cause (as such term is defined in Section 5.5), or (ii) without Cause, or (iii) in the event that the Executive has a Disability (as such term is defined in Section 5.5). Further, the Executive's employment by the Company and the Period of Employment shall automatically terminate in the event of the Executive's death.
- 5.2 **Termination by the Executive.** The Executive's employment by the Company, and the Period of Employment, may be terminated by the Executive with no less than ninety (90) days advance written notice to the Company (such notice to be delivered in accordance with Section 21); provided, however, that in the case of a resignation by the Executive with Good Reason, the Executive may provide immediate written notice of termination once the applicable cure period (as contemplated by the definition of Good Reason) has lapsed if the circumstances that gave rise to the basis for the resignation with Good Reason have not been cured as provided in Section 5.5(h), below. No termination of the Executive's employment hereunder by either Party in accordance with the provisions of this Section 5.2 shall be deemed a breach of this Agreement.
- 5.3 **Benefits Upon Termination.** If the Executive's employment hereunder terminates (the date of such termination being referred to as the 'Severance Date'), the Company shall have no further obligation to make or provide to the Executive, and the Executive shall have no further right to receive or obtain from the Company, any payments or benefits except as follows:
- (a) Upon any termination of the Executive's employment hereunder, the Company shall pay or provide the Executive any Accrued Obligations (as such term is defined in Section 5.5);

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- (b) If the Executive's employment hereunder terminates due to an Involuntary Termination (as such term is defined in Section 5.5, below) then:
- (i) The Company shall pay the Executive a cash amount (the "Pro Rata Bonus") equal to a pro rata portion (based on the number of days during which he remained employed hereunder during the fiscal year in which the termination occurs) of his Bonus Severance (as such term is defined in Section 5.3(d)). Subject to Sections 5.4(a) and 5.8(a) below, such amount shall be payable in substantially equal installments in accordance with the Company's standard payroll practices over the period that ends at the end of the 12th calendar month that begins after the Severance Date; provided, however, that the first installment shall be paid on the 60th day following the Severance Date and shall include all installments that would have been paid from the Severance Date through the date of such first installment if the release described in Section 5.4(a) had become irrevocable, in accordance with its terms, on the Severance Date (but only if such release, in fact, was executed and delivered by the Executive in accordance with Section 5.4(a)).
 - (ii) The Company shall pay the Executive a cash amount equal to one (1) times his annualized Adjusted Base Salary in effect on the Severance Date (the "Severance Payment"). Subject to Sections 5.4(a) and 5.8(a) below, the Company shall pay the Severance Payment in substantially equal installments in accordance with the Company's standard payroll practices over the period that ends at the end of the twelfth (12th) calendar month that begins after the Severance Date; provided, however, that the first installment shall be paid on the 60th day following the Severance Date and shall include all installments that would have been paid from the Severance Date through the date of such first installment if the release described in Section 5.4(a) had become irrevocable, in accordance with its terms, on the Severance Date (but only if such release, in fact, was executed and delivered by the Executive in accordance with Section 5.4(a)).
 - (iii) The Company will pay or reimburse the Executive for his premiums charged to continue medical coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), at the same or reasonably equivalent medical coverage and on the same terms and conditions for the Executive (and, if applicable, the Executive's eligible dependents) as in effect immediately prior to

the Severance Date, to the extent that the Executive elects such continued coverage; provided that the Company's obligation to make any payment or reimbursement pursuant to this clause (ii) shall, subject to Section 5.8(a), commence with continuation coverage for the month following the month in which the Executive's Separation from Service occurs and shall cease with continuation coverage for the eighteenth month following the month in which the Executive's Separation from Service occurs (or, if earlier, shall cease upon the first to occur of the Executive's death, the date the Executive becomes eligible for coverage under the health plan of a future employer, or the date the Company ceases to offer group medical coverage to its active executive employees or the Company is otherwise under no obligation to offer COBRA continuation coverage to the Executive). To the extent the Executive elects COBRA coverage, he shall notify the Company in writing of such election prior to such coverage taking effect and complete any other continuation coverage enrollment procedures the Company may then have in place.

- (c) If the Executive's employment hereunder is terminated in an Involuntary Termination that is not due to the Company's provision of notice pursuant to Section 2 that the Period of Employment shall not be extended then:
- (i) Subject to Section 5.4(a) below, any outstanding and unvested time-vesting restricted shares granted to the Executive by the Company that are scheduled to vest during the one (1) year period immediately following the Severance Date shall immediately vest.
 - (ii) Subject to Section 5.4(a) below, a portion of each tranche of outstanding and unvested performance-vesting restricted shares granted to the Executive by the Company shall remain outstanding and eligible to vest pursuant to their terms for a period of eighteen (18) months following the Severance Date. The portion of each tranche that shall remain outstanding shall be determined by multiplying the total number of shares in such tranche that are outstanding and unvested as of the Severance Date by a fraction the numerator of which is the number of whole months during the period between the date that such tranche was originally granted to the Executive and the Severance Date and the denominator of which is 60.
- (d) If the Executive's employment hereunder is terminated in an Involuntary Termination that is not due to his death or Disability, then the Company shall also pay the Executive an amount (the "Bonus Severance") equal to the product of (A) the Executive's annualized Adjusted Base Salary in effect on the Severance Date times (B) the Bonus Percentage. Subject to Sections 5.4(a) and 5.8(a) below, the Bonus Severance shall be paid at the

time that the incentive bonus (if any) for the fiscal year in which the Severance Date occurred would have been paid under Section 5.2 above if the Executive's employment hereunder had continued.

- (e) Notwithstanding the foregoing provisions of this Section 5.3, if the Executive (i) materially breaches his obligations under Sections 6.2 through 6.4 of this Agreement, (i) knowingly and materially breaches his obligations under Section 6.5 of this Agreement, or (iii) materially breaches his obligations under Section 6.1 of this Agreement either knowingly or as a result of his gross negligence and, in each case, fails to cure such breach(es) within fifteen (15) days following written notice from the Company describing the breach(es) in reasonable detail and requesting cure, and not in any way in limitation of any right or remedy otherwise available to the Company, the Executive will no longer be entitled to, and the Company will no longer be obligated to pay or provide, any payment or benefit under Sections 5.3(b) through 5.3(d) of this Agreement that is not already due to be paid or provided as of the date of the first such uncured breach and any then-unvested restricted shares held by the Executive shall be forfeited and terminate for no consideration; provided that, if the Executive provides the release contemplated by Section 5.4, in no event shall the Executive be entitled to a Severance Payment of less than \$5,000, which amount the parties agree is good and adequate consideration, in and of itself, for the Executive's release contemplated by Section 5.4.

5.4 Release; Exclusive Remedy.

- (a) This Section 5.4 shall apply notwithstanding anything else contained in this Agreement or any stock option or other equity-based award agreement to the contrary. As a condition precedent to any Company obligation to the Executive pursuant to Sections 5.3(b) through 5.3(d) or any other obligation to accelerate vesting of any equity-based award in connection with the termination of the Executive's employment, the Executive shall have provided the Company, on or after the Severance Date, a valid, executed general release in substantially the form attached hereto as Exhibit A (with any such changes to such form as the Company (i) has reasonably determined to be necessary or advisable to help ensure that the release is enforceable to the fullest extent permissible under applicable law and (ii) has communicated to the Executive no later than five (5) business days following the Severance Date), and such release has become irrevocable, in accordance with its terms, no later than sixty (60) days after the Severance Date.
- (b) The Executive agrees that the payments and benefits contemplated by Section 5.3 shall constitute the exclusive and sole remedy for any termination of his employment. The Executive agrees to resign, on the Severance Date, as an officer and director of the Company and any

Affiliate of the Company, and as a fiduciary of any benefit plan of the Company or any Affiliate of the Company, and to promptly execute and provide to the Company any further documentation, as reasonably requested by the Company, to confirm such resignation.

5.5 Certain Defined Terms.

- (a) As used herein, “Accrued Obligations” means:
- (i) any Base Salary that had accrued but had not been paid (including accrued and unpaid vacation time) on or before the Severance Date;
 - (ii) except in the event the Executive’s employment is terminated by the Company for Cause or by the Executive without Good Reason, any Incentive Bonus payable pursuant to Section 3.2 with respect to any fiscal year in the Period of Employment preceding the fiscal year in which the Severance Date occurs (provided, however, that any such Incentive Bonus that is already due to be paid under Section 3.2 shall in all events other than a termination for Cause be paid promptly following the Severance Date);
 - (iii) any reimbursement due to the Executive pursuant to Section 4.2 for expenses reasonably incurred by the Executive on or before the Severance Date and documented and pre-approved, to the extent applicable, in accordance with the Company’s expense reimbursement policies in effect at the applicable time; and
 - (iv) any other payment or benefit then or thereafter due to the Executive under the then-applicable terms of any applicable Company Arrangement.
- (b) As used herein, “Adjusted Base Salary” shall be equal to the Executive’s Base Salary in effect on the Severance Date, adjusted to eliminate the effect of any reduction of Base Salary (i) pursuant to clause (x) of Section 3.1 or (ii) that was the grounds used for an actual termination for Good Reason.
- (c) As used herein, “Affiliate” shall mean, with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such specified Person. As used in this definition, the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. With respect to the Company, the term “Affiliate” shall not include at any time the Asset Management Company, any member of the Apollo Group (as such term is

defined in the Company's Fifth Amended and Restated Shareholders Agreement dated as of December 27, 2012, as may be further amended from time to time (the "Shareholders Agreement"), or any portfolio companies of the Apollo Group, other than the Company and its subsidiaries. With respect to the Asset Management Company, the term "Affiliate" shall not include at any time the Company, any member of the Apollo Group (as defined in the previous sentence), or any portfolio company of the Apollo Group, other than the Asset Management Company and its subsidiaries.

- (d) As used herein, "Asset Management Company" means Athene Asset Management LLC, a Delaware limited liability company, together with (where appropriate) any of its subsidiaries.
- (e) As used herein, "Bonus Percentage" shall mean a fraction, the numerator being the sum of the annual bonus payments paid (or due to be paid) to the Executive by (or on behalf of) the Company and/or the Asset Management Company for the calendar year preceding the year in which the Severance Date occurred and the denominator being the sum of the actual aggregate base salaries paid to the Executive by (or on behalf of) the Company and/or the Asset Management Company in the calendar year preceding the year in which the Severance Date occurred.
- (f) As used herein, "Cause" shall mean that one or more of the following has occurred:
 - (i) the Executive has been indicted for, otherwise formally charged for, or plead guilty or no contest to, a felony (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction);
 - (ii) the Executive has engaged in acts of fraud, material dishonesty or other acts of knowing misconduct in the course of his duties hereunder and such acts have resulted in, or are reasonably expected to result in, material harm to the Company;
 - (iii) the Executive has knowingly failed to perform or uphold his duties under this Agreement and/or has knowingly failed to comply with reasonable directives of the Board (including, without limitation, the Board's reasonable directive to the Executive to relocate if such relocation is determined by the Board, acting in good faith, to be advisable for regulatory or tax purposes);
 - (iv) the Executive has engaged in gross negligence in the course of his duties hereunder that has resulted in, or is reasonably expected to result in, material harm to the Company;

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- (v) the Executive's violation of a fiduciary duty of loyalty to the Company that has resulted in, or is reasonably expected to result in, material harm to the Company;
 - (vi) the Executive's knowing attempt to obstruct, or knowing failure to cooperate on reasonable request with, any investigation authorized by the Company or any governmental or self-regulatory entity;
 - (vii) the Executive's disqualification or bar by any governmental or self-regulatory authority from serving in the capacity contemplated by this Agreement or the Executive's loss of any governmental or self-regulatory license that is reasonably necessary for the Executive to perform his responsibilities under this Agreement;
 - (viii) any directive to terminate the Executive's employment has been made by any governmental or self-regulatory authority with jurisdiction over the matter;
 - (ix) a material breach by the Executive of any material provision of this Agreement, or any material breach by the Executive of any other material provision of any contract he is a party to with the Company or any of its Affiliates; or
 - (x) the Executive's employment with Athene Asset Management LLC has been terminated for Cause pursuant to the Asset Management Employment Agreement.

provided, however, that if the Executive is in breach of (iii), (iv), (v), (vi) or (ix) above, the Company shall first notify the Executive in writing, and in reasonable detail, of the specific breach(es) claimed to constitute Cause and may only terminate the Executive for Cause if the Executive fails to cure such breach(es), if curable, within ten (10) business days following his receipt of the written notice.

- (g) As used herein, "Company Arrangement" shall mean: (i) any equity-based awards granted by any Company Entity or any of their parents, subsidiaries or Affiliates to the Executive, to the extent that such awards continue after the termination of the Executive's employment in accordance with the applicable terms of such awards (and subject to any period in which to exercise such awards following such termination of employment); (ii) any right to indemnification (including, without limitation, advancement of legal fees and other expenses) that the Executive may have under any written agreement or arrangement or under applicable state law; (iii) any rights that the Executive may have to insurance coverage for losses, damages or expenses under any insurance policy; (iv) the Executive's receipt of benefits otherwise due to terminated employees under group insurance coverage consistent with the terms of

the applicable welfare benefit plans; (v) the Executive's rights under COBRA to continue participation in medical, dental, hospitalization and life insurance coverage; (vi) the Executive's receipt of benefits otherwise due in accordance with the terms of the any written 401(k), retirement, deferred compensation plan, program, agreement or arrangement; (vii) the Executive's rights under any written vacation policy, as in effect from time to time, with respect to any accrued but unused vacation; and (viii) any rights to reimbursement of business expenses incurred on or before the Separation Date in accordance with this Agreement or the Asset Management Employment Agreement.

- (h) As used herein, "Disability" shall mean a physical or mental impairment that has rendered the Executive unable to perform the essential functions of his employment with the Company, even with reasonable accommodation that does not impose an undue hardship on the Company, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.
- (i) As used herein, "Good Reason" shall mean a resignation by the Executive after the occurrence (without the Executive's prior written consent) of any one or more of the following conditions:
- (i) a material diminution in the Executive's rate of Base Salary or Incentive Bonus target, other than in accordance with Section 3.1 (for the avoidance of doubt it shall not constitute Good Reason if the Executive's Base Salary or Incentive Bonus is paid to the Executive by the Asset Management Company);
 - (ii) a material diminution in the Executive's title, authority, duties or responsibilities with respect to the Company;
 - (iii) assignment of duties inconsistent with the Executive's title set forth in Section 1.2 hereof;
 - (iv) a material adverse change in the Executive's title set forth in Section 1.2 hereof;
 - (v) an adverse change in the Executive's reporting relationship to the Board;
 - (vi) a material change in geographic locations at which the Executive must perform his services to the Company (except if such change is determined by the Board, acting in good faith, to be advisable for regulatory or tax purposes);
 - (vii) the Executive's removal from or the failure to reappoint the Executive to the Board (except if such removal is as a result of Cause); or

(viii) a material breach by the Company or any of its subsidiaries of this Agreement or any other material agreement to which the Company or any of its subsidiaries, and the Executive, are parties;

provided, however, that any such condition or conditions, as applicable, shall not constitute grounds for resignation with Good Reason unless both (x) the Executive provides written notice to the Company of the conditions claimed to constitute grounds for a resignation with Good Reason within sixty (60) days after he learns of the initial existence of such condition(s) (such notice to be delivered in accordance with Section 21), and (y) the Company fails to remedy such condition(s) within sixty (60) days of receiving such written notice thereof; and provided, further, that in all events the termination of the Executive's employment with the Company shall not constitute a resignation with Good Reason unless such termination occurs not more than one hundred and twenty (120) days following the date the Executive learns of the initial existence of the condition(s) claimed to constitute grounds for a resignation with Good Reason.

- (j) As used herein, "Involuntary Termination" shall mean: (i) a termination by the Company of the Executive's employment hereunder without Cause; (ii) a termination by the Executive of his employment hereunder with Good Reason; (iii) a termination by the Company of the Executive's employment hereunder in connection with the Company's provision of notice pursuant to Section 2 that the Period of Employment shall not be extended or further extended, as the case may be; (iv) the Executive's death; or (v) a termination by the Company of the Executive's employment hereunder due to the Executive's Disability.
- (k) As used herein, the term "Person" shall be construed broadly and shall include, without limitation, an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.
- (l) As used herein, a "Separation from Service" occurs when the Executive dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1). Notwithstanding anything in this Agreement or elsewhere to the contrary, the Executive shall have no duties following the Severance Date that are inconsistent with his having a Separation from Service on the Severance Date.

5.6 Notice of Termination. Any termination of the Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. This notice of termination must be delivered in accordance with Section 21 and must indicate the specific provision(s) of this Agreement relied upon in effecting the termination.

5.7 Limitation on Benefits.

- (a) Notwithstanding anything contained in this Agreement to the contrary, except as provided in Section 5.7(d), to the extent that any payment, benefit or distribution of any type to or for the benefit of the Executive by the Company or any of its Affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, without limitation, any accelerated vesting of stock options or other equity-based awards) (collectively, the "Total Payments") would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code. Unless the Executive shall have given prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. This Section 5.7 shall take precedence over the provisions of any other Company Arrangement.
- (b) Any initial determination that Total Payments to the Executive must be reduced or eliminated in accordance with Section 5.7(a) and the assumptions to be utilized in arriving at such determination, shall be made by the Board in the exercise of its reasonable, good faith discretion based upon the advice of such professional advisors it may deem appropriate in the circumstances. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Board hereunder, it is possible that Total Payments to the Executive which will not have been made should have been made ("Underpayment") or that Total Payments to the Executive which were made should not have been made ("Overpayment"). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid to or for the benefit of the Executive. In the event of an Overpayment, then the Executive shall promptly repay the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by the Executive to the date the same is repaid.

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- (c) If any portion of the Total Payments would otherwise be subject to the excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in Total Payments contemplated by Section 5.7(a)), the Company shall use its reasonable efforts to obtain (in a manner which satisfies all applicable requirements of such Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the approval by such number of shareholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to the Total Payments that would be reduced or eliminated by operation of Section 5.7(a) if such shareholder approval was not obtained.
 - (d) Notwithstanding anything in Section 5.7(a) or elsewhere to the contrary, the Company and its Affiliates will pay the full amount of the Total Payments to the Executive if the Executive makes the Company and its Affiliates whole on an after-tax basis for any adverse tax consequences imposed on the Company and its Affiliates under Section 280G of the Code as a result of paying the Total Payments to the Executive.

5.8 Section 409A.

- (a) If the Executive is a “specified employee” within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of the Executive’s Separation from Service, the Executive shall not be entitled to any payment or benefit from the Company or any of its Affiliates that constitutes “nonqualified deferred compensation” within the meaning of Section 409A of the Code until the earlier of (i) the date which is six (6) months after his or her Separation from Service for any reason other than death, or (ii) the date of the Executive’s death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the Code. Any amounts otherwise payable to the Executive upon or in the six (6) month period following the Executive’s Separation from Service that are not so paid by reason of this Section 5.8(a) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after the Executive’s Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of the Executive’s death).
- (b) To the extent that any reimbursement pursuant to Section 4.2 or otherwise, or any benefit pursuant to Section 5.3(a) or 5.3(b)(iii) or otherwise, is taxable to the Executive, then such payment or benefit shall be paid or provided to the Executive on or before the last day of the Executive’s

taxable year following the taxable year in which the related expense was incurred. The benefits and reimbursements described in the immediately preceding sentence are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursement that the Executive receives in one taxable year shall not affect the amount of such benefits and reimbursement that the Executive receives in any other taxable year.

- (c) It is intended that any amounts payable under this Agreement and the Company's and the Executive's exercise of authority or discretion hereunder shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. This Agreement shall be construed and interpreted consistent with that intent.
- (d) If under this Agreement an amount is paid in two or more installments, for purposes of Section 409A of the Code, each installment shall be treated as a separate payment.

5.9 No Mitigation; No Offset. In the event of any termination of the Executive's employment hereunder, the Executive shall be under no obligation to seek other employment or otherwise mitigate the obligations of the Company or its Affiliates under this Agreement, and there shall be no offset against amounts or benefits due the Executive under this Agreement or otherwise (except as expressly set forth in Section 5.3(b)(iii) above) on account of any remuneration or other benefit earned or received by the Executive after such termination. Any amounts due under this Section 5 are considered to be reasonable by the Company and are not in the nature of a penalty.

6. Protective Covenants.

6.1 Confidential Information; Inventions

- (a) The Executive shall not disclose or use at any time, either during the Period of Employment or thereafter, any Confidential Information (as defined below) of which the Executive is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure or use is directly related to and required by the Executive's performance in good faith of duties for the Company, the Asset Management Company or their respective Affiliates. The Executive will take all appropriate steps to safeguard Confidential Information in his possession and to protect it against disclosure, misuse, espionage, loss and theft. The Executive shall deliver to the Company at the termination of the Period of Employment, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the Work Product (as hereinafter defined) of the business of the Company, the Asset Management Company or any of their respective Affiliates which the Executive may then possess or have under his control.

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- (b) As used in this Agreement, the term “Confidential Information” means information that is not generally known to the public and that is used, developed or obtained by the Company, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by the Executive while employed by the Company, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the Effective Date) concerning (i) the business or affairs of the Company, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Executive in breach of this Agreement) in a form generally available to the public prior to the date the Executive proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.
- (c) As used in this Agreement, the term “Work Product” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise) which relates to the Company’s, the Asset Management Company’s or any of their respective Affiliates’ actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Executive (whether or not during usual business hours, whether or not by the use of the facilities of the Company, the Asset Management Company or any of their respective Affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company (including those conceived, developed or made prior to the Effective Date) together with all patent applications, letters patent, trademark, trade name and service mark

applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that the Executive may have discovered, invented or originated during his employment by the Company, the Asset Management Company or any of their respective Affiliates prior to the Effective Date, that he may discover, invent or originate during the Period of Employment or prior to the Severance Date, shall be the exclusive property of the Company, the Asset Management Company and their respective Affiliates, as applicable, and Executive hereby assigns all of Executive's right, title and interest in and to such Work Product to the Company, the Asset Management Company or their applicable Affiliates, including all intellectual property rights therein. Executive shall promptly disclose all Work Product to the Company or the Asset Management Company, shall execute at the request of the Company or the Asset Management Company any assignments or other documents the Company or the Asset Management Company may reasonably deem necessary to protect or perfect its (or any of their respective Affiliates', as applicable) rights therein, and shall assist the Company or the Asset Management Company, at the Company's or the Asset Management Company's expense, in obtaining, defending and enforcing the Company's or the Asset Management Company's (or any of their respective Affiliates', as applicable) rights therein. The Executive hereby appoints the Company and the Asset Management Company, as applicable, as his attorney-in-fact to execute on his behalf any assignments or other documents reasonably deemed necessary by the Company or the Asset Management Company to protect or perfect the Company's and the Asset Management Company's (and any of their respective Affiliates', as applicable) rights to any Work Product.

- (d) Notwithstanding anything in this Agreement or elsewhere to the contrary, the Executive may:
- (i) at any time make disclosures of documents and information (A) as reasonably appropriate in order to carry out his duties for the Company or any of its Affiliates, (B) when required to do so by law or by a court, governmental agency, legislative body, self-regulatory body, arbitrator or other governmental body with jurisdiction to order him by force of law to divulge, disclose or make accessible such information, (C) in the course of any proceeding under Section 6.7 or 14 below, or (D) in confidence to an attorney or other professional for the purpose of securing professional advice. In the event that the Executive is required to disclose any documents or information pursuant to clause (B) or (C) of the immediately preceding sentence, he shall (x) promptly give the Company notice that such disclosure is or may be made and (y) cooperate with the Company, at its reasonable request and sole expense, in seeking to protect the confidentiality of any document or information;
 - (ii) at all times retain, and utilize appropriately, (A) his rolodex and electronic equivalents (provided that his rolodex and electronic equivalents do not contain any Confidential Information) and (B) any document relating to his personal entitlements and obligations.

6.2 **Restriction on Competition.** The Executive acknowledges that, in the course of his employment with the Company, the Asset Management Company, their respective subsidiaries and/or their predecessors (the "Protected Companies"), he has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his services have been and will be of special, unique and extraordinary value to the Protected Companies. The Executive agrees that if the Executive were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Executive not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, the Executive will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business, on the Severance Date (provided that as of the Severance Date, to the knowledge of the Executive, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the Severance Date). For purposes of this Agreement, "Competing Business" means a Person that at any time during the Period of Employment has competed, or any time during the twelve (12) month period following the Severance Date begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing fixed annuity business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the Severance Date and any significant business the Protected Companies conduct in the twelve (12) month

period after the Severance Date (provided that as of the Severance Date, to the knowledge of the Participant, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Period of Employment through and including twelve (12) months after the Severance Date

Nothing herein shall prohibit the Executive from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Executive has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and the Executive does not provide services to, or have any responsibilities regarding, the Competing Business.

- 6.3 Non-Solicitation of Employees and Consultants.** During the Period of Employment and for a period of twenty-four (24) months after the Severance Date, the Executive will not directly or indirectly through any other Person (i) induce or attempt to induce any Person that he knows to be an employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way knowingly interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.
- 6.4 Non-Solicitation of Customers.** During the Period of Employment and for a period of twelve (12) months after the Severance Date, the Executive will not directly or indirectly through any other Person influence or attempt to influence any Person that he knows to be a customer, vendor, supplier, licensors, lessor, joint venturer, ceding company, associate, consultant, agent, or partner of the Protected Companies to divert such Person's business away from the Protected Companies, and the Executive will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any Person that he knows to be a customer, supplier, vendor, lessor, licensor, joint venturer, associate, officer, employee, consultant, manager, partner, member or investor of any Protected Company, on the other hand.
- 6.5 Non-Disparagement.** The Executive agrees that he will not at any time, during the Period of Employment or thereafter, directly or indirectly, make or ratify any statement, public or private, oral or written, to any Person that disparages, either professionally or personally, the Protected Companies or any of Person he knows to be one of their past or present directors, officers, agents, attorneys, insurers, employees, stockholders, and successors. The Executive further agrees that he will not, at any time during the Period of Employment or for twenty-four (24)

months after the Severance Date, make any statement that has the purpose or the effect of disrupting the business of the Protected Companies. The Company likewise agrees to use its best efforts to instruct its officers and directors, and those of its subsidiaries, to refrain from, during the Period of Employment or thereafter, directly or indirectly, making or ratifying any statement, public or private, oral or written, to any Person that disparages the Executive, either professionally or personally.

- 6.6 Understanding of Covenants.** The Executive represents and agrees that he (i) is familiar with and carefully considered the foregoing covenants set forth in this Section 6 (together, the "Restrictive Covenants"), (ii) is fully aware of his obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Restrictive Covenants are necessary to protect the Protected Companies' confidential and proprietary information, good will, stable workforce and customer relations, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 6 regardless of whether the Executive is then entitled to receive severance pay or benefits from any of the Protected Companies. The Executive understands that the Restrictive Covenants may limit his ability to earn a livelihood in a business similar to the business of the Protected Companies, but he nevertheless believes that he has received and will receive sufficient consideration and other benefits as an employee of the Company and as otherwise provided hereunder or as described in the recitals hereto to clearly justify such restrictions which, in any event (given his education, skills and ability), the Executive does not believe would prevent him from otherwise earning a living. The Executive agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of the Executive. The Executive shall be subject to no restrictions on his post-employment activities that are more onerous than the covenants set forth in this Agreement and/or in the Asset Management Employment Agreement.
- 6.7 Enforcement.** The Executive agrees that the Executive's services are unique and that he has access to Confidential Information and Work Product. Accordingly, without limiting the generality of Section 20, the Executive agrees that a breach by the Executive of any of the covenants in this Section 6 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Executive agrees that in the event of any breach or threatened breach of any provision of this Section 6, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 6, as the case may be, or require the Executive to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this

Section 6, if and when final judgment of a court of competent jurisdiction is so entered against the Executive. The Executive further agrees that the applicable period of time the restrictive covenants set forth in Section 6.2 through Section 6.4 are in effect following the Severance Date, as determined pursuant to such Sections, shall be extended by the same amount of time that the Executive is in breach of such restrictive covenants.

- 6.8 Breaches.** In the event that (i) the Company, or any of its Affiliates, is in material breach of any of its material obligations to the Executive on or after the Severance Date and (ii) such breach has not been fully cured within thirty (30) days after the Executive gives written notice to the Company describing such breach in reasonable detail and requesting cure, then the Executive's obligations under Sections 6.2 and 6.4 shall immediately become null and void.
7. **Withholding Taxes.** Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.
8. **Insurance.** The Company may, for its own benefit, maintain "keyman" life and disability insurance policies covering the Executive. The Executive will cooperate with the Company and provide such information or other assistance as the Company may reasonably request in connection with the Company obtaining and maintaining such policies. The Company may also purchase a death benefit insurance policy which may (in the Company's sole discretion) be used to fund the Company's obligation to pay the Severance Payment and Bonus Severance pursuant to Section 5.3 in the event of the Executive's death.
9. **Indemnification.**
- 9.1 The Company shall indemnify the Executive should he be a party or be threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company), by reason of the fact that he is or was (x) a Manager, officer or consultant of the Company or any of its Affiliates, or (y) is or was serving at the request of the Company as a director, officer, manager, employee, representative or agent of another corporation, limited liability company, general partnership, limited partnership, joint venture, trust, business trust or other enterprise or entity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Executive in connection with such action, suit or proceeding if the Executive acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall

not, of itself, create a presumption the Executive did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. Notwithstanding the foregoing, the Executive shall not be entitled to indemnification from the Company (nor any amounts provided for under Section 9.4, below) for any acts or omissions of the Executive in the Executive's role (x) as a director, officer or consultant of the Asset Management Company, or (y) as a representative or agent of the Asset Management Company.

- 9.2** To the extent that the Executive has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 9.3** Any indemnification under Section 9.1 shall be made by the Company unless it has been determined upon final determination by a court of competent jurisdiction that the Executive has not met the applicable standard of conduct set forth in Section 9.1.
- 9.4** Expenses (including attorneys' fees) incurred by the Executive in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Executive to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company pursuant to this Section 9.
- 9.5** The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 9 shall not be deemed exclusive of any other rights to which the Executive may be entitled under any by-law, agreement, vote of shareholders or disinterested members of the Board or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.
- 9.6** The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 9 shall continue following termination of the employment of the Executive for acts or omissions alleged to having occurred prior thereto and shall inure to the benefit of his heirs and beneficiaries and any executors and administrators.
- 9.7** Notwithstanding anything in this Section 9 to the contrary, the Company will not have the obligation of indemnifying the Executive with respect to proceedings, claims or actions initiated or brought voluntarily by the Executive and not by way of defense.
- 9.8** A directors' and officers' liability insurance policy (or policies) shall be kept in place, during the Period of Employment and thereafter until the later of (x) the sixth anniversary of the Severance Date and (y) the date on which all claims against the Executive that would otherwise be covered by such policy (or policies) become fully time-barred, providing coverage to the Executive that is no less favorable to him in any respect (including, without limitation, with respect to scope, exclusions, amounts, and deductibles) than the coverage then being provided to any other present or former senior executive, director, or manager of the Company or any of its Affiliates.

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10. **Successors and Assigns.** This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. In the event of the Executive's death or a judicial determination of his incompetence, references in this Agreement to the Executive shall be deemed, where appropriate, to be references to his executor(s), heir(s), estate, beneficiar(ies), guardian(s) or other legal representative(s).
- In the event of a reorganization of the Company as contemplated in Section 3.9 of the Shareholders Agreement, the Company and the Executive agree to make modifications to this Agreement, including, without limitation, adjustments in duties, location, Base Salary and Incentive Bonus to the extent needed as a result of such reorganization; provided that any such adjustments will be made in a manner that will not, in the aggregate, reduce the compensation and benefits that existed prior to the reorganization.
11. **Number and Gender; Examples.** Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.
12. **Section Headings.** The section headings of, and titles of paragraphs and subparagraphs contained in, this Agreement are for the purpose of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.
13. **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ITS EXPRESS TERMS, AND OTHERWISE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS

AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

14. **Arbitration.** Except for suits seeking solely injunctive relief or specific performance or as otherwise prohibited by law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement, the Executive's employment with the Company or any of its Affiliates, any termination of such employment, or the arbitrability of any controversy or claim relating to any of the foregoing, will be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claims. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules for the Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in the State of New York before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator will be final, conclusive, unappealable and binding on the parties. The arbitration proceeding shall be confidential except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.
15. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced as written to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court or arbitrator of competent jurisdiction to be invalid, prohibited or unenforceable under any present or future law, and if the rights and obligations of any party under this Agreement will not be materially and adversely affected thereby, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable; furthermore, in lieu of such invalid or unenforceable provision there will be added automatically as a part of this Agreement, a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision: as may be possible. Notwithstanding the foregoing, if such provision could be more narrowly drawn (as to geographic scope, period of duration or otherwise) so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
16. **Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto with respect to the matters specifically addressed in it. This Agreement supersedes all prior and contemporaneous agreements of the parties hereto that are inconsistent with

its terms. Any prior negotiations, correspondence, agreements, proposals or understandings that are inconsistent with the terms of this Agreement shall be deemed to have been merged into this Agreement, and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth herein. Nothing in this Agreement shall, however, affect rights of either Party under the Original Agreement, or under any other Company Arrangement, that have already accrued as of the date of this Agreement. In the event of any inconsistency between any provision of this Agreement and any provision of any other Company Arrangement, the provisions of this Agreement shall control unless the Executive and the Company otherwise agrees in a writing that expressly refers to the provision of this Agreement whose control he and it are waiving.

17. **Modifications.** This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.
18. **Waiver.** Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
19. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
20. **Remedies.** Each of the parties to this Agreement and any such person or entity granted rights hereunder whether or not such person or entity is a signatory hereto shall be entitled to enforce its rights under this Agreement specifically to recover damages for any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that each party may in its sole discretion (except as otherwise provided in Section 14, above) apply to any court of law or equity of competent jurisdiction for specific performance, injunctive relief and/or other appropriate equitable relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Agreement. Each party shall be responsible for paying its own attorneys' fees, costs and other expenses pertaining to any such legal proceeding and enforcement regardless of whether an award or finding or any judgment or verdict thereon is entered against either party.

21. **Notices.** Any notice provided for in this Agreement must be in writing and must be either personally delivered, transmitted via telecopier and receipt acknowledged, mailed by first class mail (postage prepaid and return receipt requested and received) or sent by reputable overnight courier service (charges prepaid and return receipt requested and received) to the recipient at the address below indicated or at such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder and received when delivered personally, when received if transmitted via telecopier, five days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service.

if to the Company:

Athene Holding Ltd.
Clarendon House
44 Church Street
Hamilton, HM 12
Bermuda
Attention: Frank Gillis
Telephone: (441) 279-8410
Facsimile: (441) 279-8401
Email: cgillis@Athene.bm

with copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Harvey Eisenberg
Telephone: (212) 310-8663
Facsimile: (212) 310-8007
Email: harvey.eisenberg@weil.com

if to the Executive, to the address most recently on file in the payroll records of the Company.

with, during the Period of Employment, a copy delivered to the Executive at his principal office at the Company

and with a copy delivered to
Morrison Cohen LLP
909 Third Avenue, 27th Floor
New York, New York 10022
Attention: Robert M. Sedgwick
Telephone: (212) 735-8833
Facsimile: (212) 735-8708
Email: rsedgwick@morrisoncohen.com

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Delivery of signatures by facsimile (including, without limitation, by “pdf”) shall be effective for all purposes. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
23. **Legal Counsel: Mutual Drafting.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. The Executive agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

[The remainder of this page has intentionally been left blank.]


IN WITNESS WHEREOF, the Company and the Executive have executed this Agreement as of the date hereof.

“COMPANY”

Athene Holding Ltd.,
a Bermuda exempted company limited by shares

By: _____
Name:
Title:

“EXECUTIVE”



James R. Belardi

IN WITNESS WHEREOF, the Company and the Executive have executed this Agreement as of the date hereof.

“COMPANY”

Athene Holding Ltd.,
a Bermuda exempted company limited by shares

By: 

Name: Matthew Michelini
Title: Director

“EXECUTIVE”

James R. Belardi

FORM OF RELEASE¹

This Release (this "Release") is entered into this day of 20 , by James R. Belardi, an individual ("Executive"), for the benefit of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company") and certain other releasees described in this Release.

WHEREAS, Executive has been employed by the Company or one of its affiliates; and

WHEREAS, Executive's employment by the Company has terminated and, in connection with the Amended and Restated Employment Agreement dated as of February , 2013, by and between the Executive and the Company, as amended from time to time in accordance with its terms (the "Employment Agreement"), the Executive desires to enter into this Release upon the terms set forth herein;

NOW, THEREFORE, in consideration of the covenants undertaken and the releases contained in this Release, and in consideration of the obligations of the Company (or one of its subsidiaries) to pay severance benefits (conditioned upon this Release) under and pursuant to the Employment Agreement, Executive agrees as follows:

1. **Termination of Employment.** Executive's employment with the Company terminated on [,] (the "Separation Date"). Executive waives any right or claim to reinstatement as an employee of the Company and each of its affiliates. Executive hereby confirms that Executive does not hold any position as an officer, director, employee, member, manager and in any other capacity with the Company and each of its parents, subsidiaries and other affiliates, other than positions in which he has been requested in writing by the Company to continue.

2. **Release.** Executive, on behalf of himself or herself, his or her descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges the Company, Athene Asset Management LLC ("Athene Asset Management"), their parents, subsidiaries and affiliates, past and present, as well as each of their trustees, directors, officers, members, managers, partners, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them, hereinafter together and collectively referred to as the "Releasees," with respect to and from any and all claims, wages, demands, rights, liens, agreements or contracts (written or oral), covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (each, a "Claim"), which he or she now owns or holds or he or she has at any time heretofore owned or held or may in the future hold as against any of said Releasees (including, without limitation, any Claim arising out of or in any way connected with Executive's service as an officer, director, employee, member or manager of any Releasee,

¹ The Company reserves the right to modify this form to the extent provided in Section 5.4(a) of the Employment Agreement.

Executive's separation from his or her position as an officer, director, employee, manager and/or member, as applicable, of any Releasee, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever), whether known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Release including, without limiting the generality of the foregoing, any Claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, or any other federal, state or local law, regulation, or ordinance, or any Claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit, workers' compensation or disability (the "Release"); provided, however, that the foregoing Release does not apply to any obligation of any Releasee to Executive pursuant to any of the following: (1) any equity-based awards granted to Executive by the Company, Athene Asset Management or any of their respective parents, subsidiaries or affiliates, to the extent that such awards continue after the termination of Executive's employment in accordance with the applicable terms of such awards (and subject to any period in which to exercise such awards following such termination of employment); (2) any right to indemnification, or advancement of expenses subject to indemnification, that Executive may have pursuant to the bylaws, certificate of incorporation, operating agreement, written indemnification agreement or similar governing document of the Company, Athene Asset Management, or any of their respective parents, subsidiaries or affiliates, or under applicable law (including but not limited to attorneys' fees to the extent otherwise provided); (3) with respect to any rights that Executive may have to insurance coverage for such losses, damages or expenses under any directors and officers liability insurance policy of the Company, Athene Asset Management or any of their respective parents, subsidiaries or affiliates; (4) any rights to continued medical or dental coverage that Executive may have under COBRA (or similar applicable state law); (5) any rights to benefits under Section 5.3 of the Employment Agreement in accordance with the terms of the Employment Agreement; (6) any rights to benefits under Section 5.3 of Executive's Employment Agreement with Athene Asset Management dated as of February 2, 2013 in accordance with the terms of such employment agreement; or (7) any rights to payment of benefits that Executive may have under a retirement plan sponsored or maintained by the Company, Athene Asset Management or any of their respective parents, subsidiaries or affiliates that is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended. In addition, this Release does not cover (a) any Claim that cannot be so released as a matter of applicable law, (b) any Claim against any Releasee (other than the Company and its affiliates) that neither arises out of, nor relates to, Executive's employment with the Company or the termination thereof, or (c) if Executive continues to be an employee of Athene Asset Management following the date hereof, any Claim against Athene Asset Management or any of its affiliates that arises out of, or relates to, Executive's employment with Athene Asset Management, or any termination thereof.

3. Section 1542 Waiver. It is the intention of Executive in executing this Release that the same shall be effective as a bar to each and every Claim hereinabove specified. In furtherance of this intention, Executive hereby expressly waives any and all rights and benefits conferred upon him or her by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE or any similar applicable law of any other state and expressly consents that this Release (including, without limitation, the Release set forth above) shall be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected Claims, if any, as well as those relating to any other Claims hereinabove specified. SECTION 1542 OF THE CALIFORNIA CIVIL CODE provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Executive acknowledges that he or she may hereafter discover Claims or facts in addition to or different from those which Executive now knows or believes to exist with respect to the subject matter of this Release and which, if known or suspected at the time of executing this Release, may have materially affected this settlement. Nevertheless, Executive hereby waives any right, Claim or cause of action that might arise as a result of such different or additional Claims or facts. Executive acknowledges that he or she understands the significance and consequences of such release and such specific waiver of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and any similar applicable law of any other state.

4. ADEA Waiver. Executive expressly acknowledges and agrees that by entering into this Release, Executive is waiving any and all rights or Claims that he or she may have arising under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), which have arisen on or before the date of execution of this Release. Executive further expressly acknowledges and agrees that:

A. In return for this Release, Executive will receive consideration beyond that which Executive was already entitled to receive before entering into this Release;

B. Executive is hereby advised in writing by this Release to consult with an attorney before signing this Release;

C. Executive has voluntarily chosen to enter into this Release and has not been forced or pressured in any way to sign it;

D. Executive was informed that he or she had [twenty one (21)/forty five (45)] days within which to consider this Release and that if he or she wished to execute this Release prior to expiration of such [21-day/45-day] period, he or she should execute the Endorsement attached hereto;²

E. Executive was informed that he or she had seven (7) days following the date of execution of this Release in which to revoke this Release, and this Release will become null and void if Executive elects revocation during that time. Any revocation must be in writing and must be received by the Company during the seven-day revocation period. In the event that Executive exercises his or her right of revocation, neither the Company nor Executive will have any obligations under this Release;

F. Nothing in this Release prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law.

² Whether Executive has 21 days, 45 days, or some other period in which to consider the Release will be determined with reference to the requirements of the ADEA in order for such waiver to be valid in the circumstances.

5. No Transferred Claims. Executive warrants and represents that Executive has not heretofore assigned or transferred to any person not a party to this Release any released matter or any part or portion thereof and he or she shall defend, indemnify and hold the Company and each of its affiliates harmless from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

6. Severability. It is the desire and intent of the parties hereto that the provisions of this Release be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Release shall be adjudicated by an arbitrator or a court of competent jurisdiction to be invalid, prohibited or unenforceable under any present or future law, and if the rights and obligations of any party under this Release will not be materially and adversely affected thereby, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Release or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end the provisions of this Release are declared to be severable; furthermore, in lieu of such invalid or unenforceable provision there will be added automatically as a part of this Release, a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible. Notwithstanding the foregoing, if such provision could be more narrowly drawn (as to geographic scope, period of duration or otherwise) so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Release or affecting the validity or enforceability of such provision in any other jurisdiction.

7. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Release shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

8. Successors. This Release is personal to Executive and shall not, without the prior written consent of the Company, be assignable by Executive. This Release shall inure to the benefit of and be binding upon the Company and its respective successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Release for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger, acquisition of assets, or otherwise, directly or indirectly acquires the ownership of the Company, acquires all or substantially all of the Company's assets, or to which the Company assigns this

Release by operation of law or otherwise. In the event of Executive's death or a judicial determination of his incompetence, references in this Release to Executive shall be deemed, where appropriate, to be references to his executor(s), guardian(s), or other legal representative(s).

9. Governing Law. **THIS RELEASE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.**

10. Modifications. This Release may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Release, which agreement is executed by both of the parties hereto.

11. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Release shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

12. Section Headings. The section headings of, and titles of paragraphs and subparagraphs contained in, this Release are for the purpose of convenience only, and they neither form a part of this Release nor are they to be used in the construction or interpretation thereof.

13. Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Release shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

14. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. Number and Gender; Examples. Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other

genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.

16. No Wrongdoing. This Release does not constitute an adjudication or finding on the merits and it is not, and shall not be construed as, an admission or acknowledgment by any party of any violation of any policy, procedure, state or federal law or regulation, or any unlawful or improper act or conduct, all of which is expressly denied. Moreover, neither this Release nor anything in this Release shall be construed to be, or shall be, admissible in any proceeding as evidence of or an admission by any party of any violation of any policy, procedure, state or federal law or regulation, or any unlawful or improper act or conduct. This Release may be introduced, however, in any proceeding to enforce this Release or the Employment Agreement.

17. Legal Counsel; Mutual Drafting. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Release. Hence, in any construction to be made of this Release, the same shall not be construed against either party on the basis of that party being the drafter of such language. Executive agrees and acknowledges that he has read and understands this Release, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Release and has had ample opportunity to do so.

[Remainder of page intentionally left blank]

The undersigned have read and understand the consequences of this Release and voluntarily sign it. The undersigned declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED this day of 20 , at [], [].

“Executive”

Print Name: _____

ENDORSEMENT

I, _____, hereby acknowledge that I was given [21/45] days to consider the foregoing Release and voluntarily chose to sign the Release prior to the expiration of the [21-day/45-day] period.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

EXECUTED this [] day of [20], at [], [].

Print Name: _____



September 7, 2015

Bill Wheeler
147 Brite Avenue
Scarsdale, NY 10583

Re: Employment and Confidentiality and Non-Compete Agreement, Bermuda

Dear Bill,

I am pleased to offer you the following terms and conditions of your employment on behalf of Athene Holding Ltd., a Bermuda exempted company and its affiliates (the "Company").

I. EMPLOYMENT

Subject to the Conditions below, the Company hereby employs you and you hereby accept such employment, upon the terms and conditions hereinafter set forth, commencing on September 28, 2015. The effectiveness of these terms and conditions are subject to your execution and return of this letter agreement on or before September 14, 2015 and is further subject to satisfactory completion of background and reference checks.

II. DUTIES

- A. You shall serve during the course of your employment as President of Athene Holding Ltd. and shall report to Jim Belardi, CEO of the Company, and shall have such duties and responsibilities as are consistent with such title and position with the Company and as may be reasonably assigned to you from time to time.
- B. During the period of your employment with the Company, you shall (i) devote substantially all of your business time, energy and skill to the performance of your duties for the Company and its affiliates, and (ii) perform such duties in a faithful, effective and efficient manner to the best of your abilities. The Company shall have the right to require you to resign from any board or similar body (including, without limitation, any association, corporate, civic or charitable board or similar body) on which you may then serve if the Company reasonably determines that your service on such board or body interferes with the effective discharge of your duties and responsibilities to the Company.
- C. You will work principally in the Company's offices located in Iowa and Bermuda, and you will also periodically travel to and work from other company offices in the U.S. You agree that you will be regularly present at one of those offices and acknowledge that additional travel from time to time may be required in the course of performing your duties. For the remainder of 2015, your travel will be considered a business expense during the transitory time. In 2016 and forward, expenses related to travel from your principal state of residence to Iowa will be reimbursed and considered taxable income. Your income will be grossed up to cover the additional tax related expense.
- D. At all times, you agree to abide by all Company policies including the Company's Operating Guidelines and Employee Handbook.

- E. You agree that you may be assigned at any time by the Company to work for any Group Companies (as defined below) in Bermuda and that such employment with any other Group Company may be for whole or part of the term of this Agreement (on a fulltime basis or as part of a split role between the Company and the Group Company). You agree that your remuneration and benefits may be paid and/or provided by such Group Company. You agree to sign any necessary contracts to facilitate all such assignments. For the purposes of this clause, Group Company means and includes any company which is from time to time a holding company (as defined by Section 86 of the Companies Act 1981, but irrespective of whether it is a Bermuda company or an overseas company) of the Company, a subsidiary company (as so defined) of the Company, a subsidiary company (as so defined) of a holding company (as so defined) of the Company or in which the Company owns at least 50% of the issued share capital.

III. COMPENSATION

During the period in which you are employed with the Company, you shall be entitled to the compensation and benefits set forth in this Section III:

- A. Base Salary. Your base compensation will be \$52,083.33 paid to you semi-monthly, which is equal to \$1,250,000 on an annual basis and subject to deductions required by law.
- B. Annual Bonus. You will be considered for an annual incentive bonus with respect to each fiscal year of your employment with the Company, the amount, terms and conditions of such bonus (if any) to be determined in the sole discretion of the Company. For each fiscal year you are employed, your target bonus will be 200% of your Base Salary. For the fiscal year 2015, your target bonus will be prorated for your length of employment. However, as mentioned above, any bonus granted is to be determined in the sole discretion of the Company.
- C. Equity Grant. On October 1, 2015, Athene Holding Ltd. ("Holding"), will grant you 2,500,000 Class M shares (the "Equity Grant") available for grant under Holding's 2014 Share Incentive Plan (the 2014 Plan"). The Equity Grant shall be made pursuant to Holding's 2014 Plan, a copy of which shall be provided to you and be subject to such further terms and conditions as set forth in a Restricted Share Award Agreement to be entered into by the Company and you to evidence the Equity Grant. The vesting terms will be as follows:
- One-third (1/3) will vest ratably in equal installments on the 1st, 2nd, 3rd, 4th and 5th anniversaries of the grant date;
 - One-third (1/3) will vest when Class A shares have attained a per share volume weighted average closing trading price of \$50 or more during any 120 day period; and
 - One-third (1/3) will vest when Class A shares have attained a per share volume weighted average closing trading price of \$70 or more during any 120 day period

Your equity grant contains a Non Compete/Solicitation clause. Since you are required to comply with post-separation Non-Competition/Solicitation Covenants for a period is longer than the number of weeks of Pay to which you are entitled under the formula outlined in our severance policy, the amount of your severance benefit will be increased to an amount equal to the same number of weeks and in no event will you receive a severance benefit under this Plan which exceeds two (2) times your annual compensation (as described in Labor Reg. Section 2510.3-2(b)) received during the year immediately preceding the year in which your Termination Date occurs. Under no circumstances will you be eligible for any severance benefits if you are terminated for Cause, even if you are required to comply with post-separation Non-Competition/Solicitation Covenants.

- D. Reimbursement of Business Expenses. You are authorized to incur reasonable expenses in carrying out your duties for the Company under this Agreement and shall be entitled to reimbursement for all reasonable business expenses you incur during your employment in connection with carrying out your duties for the Company, subject to the Company's expense reimbursement policies and any pre-approval policies in effect from time to time.

IV. BENEFITS

You will be eligible to participate in all Company-sponsored benefit plans beginning the first of the month following or coinciding with your hire date. This includes the group life, accidental death & dismemberment, medical, dental and vision plans in accordance with the terms of each of those plans. For the Athene Savings & Retirement Plan, you will be eligible to participate as soon as administratively possible following your hire date. You will be provided with a full benefits packet on your first day of employment.

Additionally, you will be eligible to participate in the Athene Savings & Retirement Plan (401(k) Plan) & the Athene Supplemental Executive Retirement Plan (SERP), upon employment. These plans allow for a combined elective deferral of up to 90% of your compensation (as defined by the Plans). Contributions to the 401(k) Plan may be made by pre-tax contributions or after-tax Roth 401(k) contributions, or as a combination thereof. The 401(k) Plan provides a matching contribution equal to 100% of the first 5% deferred, up to IRS limits. You will be 100% vested in employer matching immediately. There is no employer match contribution under the SERP.

You will accrue 6 hours of Paid Time Off (PTO) per pay period, or 18 days of vacation during a full year of employment, plus two floating days. The Athene Benefits summary document attached provides additional information on benefits, PTO and company holidays.

V. OBLIGATIONS OF THE COMPANY ON TERMINATION

The Agreement may be terminated by the employee or the Company at any time by giving 2 [TWO] months notice in writing. During this notice period, you shall perform whatever tasks are assigned to you by the Company.

The Company has the right, in its discretion, to terminate the Agreement with a payment in lieu of notice.

The Agreement may be terminated by the Company without notice or payment in lieu of notice:

- (i) if the employee is guilty of any gross default or misconduct in connection with or affecting the business of the Company or a Group Company or of any repeated misconduct after due warning has been given;
- (ii) in the event of any serious or repeated breach or non-observance by the employee of any of the stipulations in this Agreement.

Provisions relating to Termination, Disciplinary and Grievance Procedures, and Standards of Conduct are further outlined in the Company's Employee Handbook.

VI. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company does not withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to

this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable foreign law or regulation *Please note that it is your responsibility to seek out advice from a tax professional about your personal tax liability prior to signing this agreement. The Company is not responsible for personal income taxes resulting from compensation (including housing and related allowances, benefits or subsidies) earned during your employment.*

VII. PROTECTIVE COVENANTS

A. Confidential Information; Inventions.

- (i) During the period of time during which you are employed by the Company and following the termination of your employment, you shall not disclose or use at any time any Confidential Information (as defined below) of which you are or become aware, whether or not such information is developed by you except to the extent that such disclosure or use is directly related to and required by your performance in good faith of duties for the Company. You will take all appropriate steps to safeguard Confidential Information in your possession and to protect it against disclosure, misuse, espionage, loss and theft. You shall deliver to the Company at the termination of your employment, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the Work Product (as defined below) of the business of the Company or any of its affiliates which you may then possess or have under your control. Notwithstanding the foregoing, you may truthfully respond to a lawful and valid summons, subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. Nothing herein (including, without limitation, any provision of this Section VII) shall, or is intended to, limit your right to file a proceeding with, or provide truthful evidence or other information to, any federal, state or local governmental agency.
- (ii) As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company or its affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by you while employed by the Company or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers or clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar or related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by you in breach of this Agreement) in a form generally

available to the public prior to the date that your employment with the Company terminates or the date you propose to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

- (iii) As used in the Agreement, the term “Work Product” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (Whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing or otherwise) which relates to the Company’s or any of its affiliates’ actual or anticipated business, research and development or existing or future products or services and which are conceived developed or made by you (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company (including those conceived, developed or made prior to the date hereof) together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that you may have discovered, invented or originated during your employment by the Company or any of its affiliates prior to the date hereof, that you may discover, invent or originate during your employment with the Company, shall be the exclusive property of the Company and its affiliates, as applicable, and you hereby assign all of your right, title and interest in and to such Work Product to the Company or its applicable affiliate, including all intellectual property rights therein. You shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its affiliates’, as applicable) rights therein, and shall assist the Company, at the Company’s expense, in obtaining, defending and enforcing the Company’s (or any of its affiliates’, as applicable) rights therein. You hereby appoint the Company as your attorney-in-fact to execute on your behalf any assignments or other documents deemed necessary by the Company to protect or perfect the Company, the Company’s (and any of its affiliates’, as applicable) right to any Work Product

B. Non-Solicitation of Employees and Consultants.

During the period of time during which you are employed by the Company and for a twelve (12) months after the termination of your employment, you will not directly or indirectly through any other Person (i) induce or attempt to induce any senior employee or independent contractor, with whom you had material contact or dealings in the course of your employment of the Company or any affiliate of the Company to leave the employ or service, as applicable, of the Company or such affiliate, or in any way interfere with the relationship between the Company or any such affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Company or any affiliate of the Company, in each case, until twelve (12) months after such individual’s employment relationship with the Company or such affiliate has been terminated.

C. Non-Solicitation of Customers

During the period of employment and for a period of twelve (12) months after the termination of your employment, you will not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates,

consultants, agents, or partners, with whom either you had material personal dealings pursuant to your employment or any employee who was under your direct or indirect supervision had material personal dealings pursuant to the employment of the Company or such affiliate, and you will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Company or any affiliate of the Company, on the one hand, and any of its or their customers, suppliers, vendors, lessors, licensors, joint ventures, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

D. Understanding of Covenants.

You represent and agree that you (i) are familiar with and carefully considered that foregoing covenants set forth in this Section VII (together, the "Restrictive Covenants"), (ii) are fully aware of your obligations hereunder, (iii) agree to the reasonableness of the length of time, as applicable, of the Restrictive Covenants, (iv) agree that the Restrictive Covenants are necessary to protect the Company's and its affiliates' confidential and proprietary information, good will, stable workforce and customer relations, and (v) agree that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section VI regardless of whether you are then entitled to receive severance pay or benefits from the Company. You understand that the Restrictive Covenants may limit your ability to earn a livelihood in a business similar to the business of the Company and any of its affiliates, but you nevertheless believe that you have received and will receive sufficient consideration and other benefits as an employee of the Company and as otherwise provided hereunder or as described in the recitals hereto to clearly justify such restrictions which, in any event (given your education, skills and ability), you do not believe would prevent him from otherwise earning a living. You agree that the Restrictive Covenants do not confer a benefit upon the Company disproportionate to your detriment.

E. Enforcement.

You agree that your Services are unique and that you have access to Confidential Information and Work Product. Accordingly, you agree that your breach of any of the covenants in this Section VII would cause immediate or irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, you agree that in the event of any breach or threatened breach of any provision of this Section VII, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in any jurisdiction the Company deems appropriate in order to enforce or prevent any violations of the provisions of this Section VII, as the case may be, or require you to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section VII, if and when final judgment of a court of competent jurisdiction is so entered against you. You further agree that the applicable period of time any Restrictive Covenant is in effect following the date of your termination of employment, as determined pursuant to the foregoing provisions of this Section VII, such period of time shall be extended by the same amount of time that you are in breach of any Restrictive Covenant.

VIII. MODIFICATION

This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

IX. SEVERABILITY

If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

X. COMPLIANCE WITH 409A OF THE CODE

Reimbursement of expenses and in-kind benefits provided herein shall be treated as follows: (i) the amount of such expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits provided in any other taxable year, except as otherwise allowed by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) any reimbursement shall be made no later than the last day of the calendar year following the calendar year in which the expenses to be reimbursed were incurred and (iii) no right to reimbursement or in-kind benefits may be liquidated or exchanged for another benefit.

Payments provided herein are intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4). Each payment and benefit hereunder shall constitute a "separately identified" amount within the meaning of Treasury Regulation section 1.409A-2(b)(2).

XI. PERSONAL SECURITIES TRADING

All employees who are "covered persons" under the Company's Personal Securities Trading Policy ("Policy") must agree to abide by the Policy, are bound by the trading restrictions contained in the Policy and must report personal securities holdings and accounts. It is required that you assemble information regarding your personal securities holdings and accounts so that you may report on holdings held in accounts that are beneficially owned and which fall within the restrictions of the Policy within ten days of your employment start date.

XII. GOVERNING LAW, ARBITRATION, WAIVER OF A JURY TRIAL

Subject to Clause E, above, this Agreement, and all questions relating to its validity, interpretation, performance and enforcement, as well as the legal relations hereby created between the parties hereto, shall be governed by and construed under, and interpreted and enforced in accordance with, the laws of the State of New York notwithstanding any New York or other conflict of law provision to the contrary and any dispute or controversy arising out of or relating to this Agreement or your employment, other than injunctive relief as provided in this Agreement, will be settled exclusively by arbitration, conducted before a single arbitrator in New York (applying New York law) in accordance with, and pursuant to, the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA"). The decision of the arbitrator will be final and binding upon the parties hereto. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Either party may commence litigation in court to obtain injunctive relief in aid of arbitration, to compel arbitration, or to confirm or vacate an award, to the extent authorized by the Federal Arbitration Act or the New York

Arbitration Act. The Company and you will share the AAA administrative fees, the arbitrator's fee and expenses. Each party shall be responsible for such party's attorneys' fees. If this agreement to arbitrate is held invalid or unenforceable then, to the extent not prohibited by applicable law that cannot be waived, you and we hereby waive and covenant that you and we will not assert (whether as plaintiff, defendant or otherwise) any right to trial by jury in any action arising in whole or in part under or in connection with this agreement or any matters contemplated hereby, whether now or hereafter arising, and whether sounding in contract, tort or otherwise, and agree that any of the Company or any of its affiliates or you may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Company and its affiliates, on the one hand, and you, on the other hand, irrevocably to waive the right to trial by jury in any proceeding whatsoever between such parties arising out of or relating to this agreement and that any proceeding properly heard by a court under this agreement will instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed as original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instruments. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

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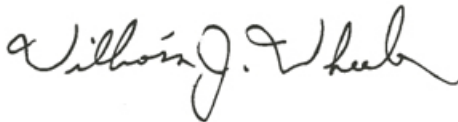
IN WITNESS WHEREOF, Bill has hereunto set his hand, and the Company has caused this Agreement to be executed in its name and on its behalf.

ATHENE HOLDING LTD.,
A Bermuda exempted company

By 

Jim Belardi

Its CEO of Athene Holding Ltd.



Bill Wheeler



October 12, 2015

Martin Klein
301 Virginia Street, Unit 1601
Richmond, VA 23219

Re: Employment and Confidentiality and Non-Compete Agreement, Bermuda

Dear Marty,

I am pleased to offer you the following terms and conditions of your employment on behalf of Athene Holding Ltd., a Bermuda exempted company and its affiliates (the "Company").

I. EMPLOYMENT

Subject to the Conditions below, the Company hereby employs you and you hereby accept such employment, upon the terms and conditions hereinafter set forth, commencing on [November 2], 2015. This is an offer for employment at will and either you or the company can terminate your employment at any time. In addition, you understand that this is not a contract of employment and should not be relied upon as such. The effectiveness of this offer and the terms and conditions set forth herein are expressly conditioned upon:

- Your execution and return of this letter agreement on or before 7 (seven) days of receipt
- Satisfactory completion of background, credit and reference checks
- The receipt of necessary board and compensation committee approvals of the Company

II. DUTIES

- A. You shall serve during the course of your employment as EVP, Chief Financial Officer of Athene Holding Ltd. and shall report to Jim Belardi, CEO of the Company, and shall have such duties and responsibilities as are consistent with such title and position with the Company and as may be reasonably assigned to you from time to time.
- B. During the period of your employment with the Company, you shall (i) devote substantially all of your business time, energy and skill to the performance of your duties for the Company and its affiliates, and (ii) perform such duties in a faithful, effective and efficient manner to the best of your abilities. The Company shall have the right to require you to resign from any board or similar body (including, without limitation, any association, corporate, civic or charitable board or similar body) on which you may then serve if the Company reasonably determines that your service on such board or body interferes with the effective discharge of your duties and responsibilities to the Company.
- C. You will work principally in the Company's offices located in California, and you will also periodically travel to and work from other company offices in the U.S, Germany and Bermuda. You agree that you will be regularly present at one of those offices and acknowledge that additional travel from time to time may be required in the course of performing your duties. For the remainder of 2015, your travel will be considered a business expense during the transitory time. In 2016 and forward, expenses related to travel from your principal state of residence to Iowa will be reimbursed and considered taxable income. Your income will be grossed up to cover the additional tax related expense.

- D. At all times, you agree to abide by all Company policies including the Company's Operating Guidelines and Employee Handbook.
- E. You agree that you may be assigned at any time by the Company to work for any Group Companies (as defined below) and that such employment with any other Group Company may be for whole or part of the term of this Agreement (on a fulltime basis or as part of a split role between the Company and the Group Company). You agree that your remuneration and benefits may be paid and/or provided by such Group Company. You agree to sign any necessary contracts to facilitate all such assignments. For the purposes of this clause, Group Company means and includes any company which is from time to time a holding company (as defined by Section 86 of the Companies Act 1981, but irrespective of whether it is a Bermuda company or an overseas company) of the Company, a subsidiary company (as so defined) of the Company, a subsidiary company (as so defined) of a holding company (as so defined) of the Company or in which the Company owns at least 50% of the issued share capital.

III. COMPENSATION

During the period in which you are employed with the Company, you shall be entitled to the compensation and benefits set forth in this Section III:

- A. Base Salary. Your base compensation will be \$22,916.67 paid to you semi-monthly, which is equal to \$550,000 on an annual basis and subject to deductions required by law.
- B. Annual Bonus. You will be considered for an annual incentive bonus with respect to each fiscal year of your employment with the Company, the amount, terms and conditions of such bonus (if any) to be determined in the sole discretion of the Company. For each fiscal year you are employed, your target bonus will be 150% of your Base Salary. Any bonus granted is to be determined in the sole discretion of the Company. For fiscal year 2015, your target bonus will be prorated for your length of employment with a minimum payment of \$500,000.
- C. Equity Grant. On [date], Athene Holding Ltd. ("Holding"), will grant you 260,000 Class M shares at \$27.83 (the "Equity Grant") available for grant under Holding's 2014 Share Incentive Plan (the 2014 Plan"). The Equity Grant shall be made pursuant to Holding's 2014 Plan, a copy of which shall be provided to you and be subject to such further terms and conditions as set forth in a Restricted Share Award Agreement to be entered into by the Company and you to evidence the Equity Grant. The vesting terms will be as follows:
- One-third (1/3) will vest ratably in equal installments on the 1st, 2nd, 3rd, 4th and 5th anniversaries of the grant date;
 - One-third (1/3) will vest when Class A shares have attained a per share volume weighted average closing trading price of \$50 or more during any 120 day period; and
 - One-third (1/3) will vest when Class A shares have attained a per share volume weighted average closing trading price of \$70 or more during any 120 day period

If equity awards have not vested within ten (10) years from the date of grant, such awards will be forfeited.

Your equity grant contains a Non Compete/Solicitation clause. Since you are required to comply with post-separation Non-Competition/Solicitation Covenants for a period is longer than the number of weeks of Pay to which you are entitled under the formula outlined in our severance policy, the amount of your severance benefit will be increased to an amount equal to the same number of weeks and in no event will you receive a severance benefit under this Plan which exceeds two (2) times your annual compensation (as described in Labor Reg. Section 2510.3-2(b)) received during the year immediately preceding the year in which your Termination Date occurs. Under no circumstances will you be eligible for any severance benefits if you are terminated for Cause or resign without good reason, even if you are required to comply with post-separation Non- Competition/Solicitation Covenants.

As part of your employment, you are also required to purchase 65,000 Class A shares at \$27.83 per share. Such shares are restricted securities and, following any initial public offering, will be subject to standard lockups applicable to senior officers of the Company. The terms and conditions applicable to the purchase of such Class A shares shall be set forth in a subscription agreement relating to such shares (the "Subscription Agreement"). The Certificate of Altered Memorandum of Association, the Bye-laws of the Company, the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement of the Company provide for additional restrictions and limitations with respect to the shares.

- D. Reimbursement of Business Expenses. You are authorized to incur reasonable expenses in carrying out your duties for the Company under this Agreement and shall be entitled to reimbursement for all reasonable business expenses you incur during your employment in connection with carrying out your duties for the Company, subject to the Company's expense reimbursement policies and any pre-approval policies in effect from time to time.
- E. Relocation. The Company shall reimburse you up to \$25,000 for the reasonable costs incurred for the relocation of household goods and vehicles, subject to your prompt documentation of such expense to facilitate timely reimbursement. Relocation expenses must be submitted within one year of employment.

In the event you voluntarily end your employment with Athene within six (6) months following the date of your relocation, you agree that you shall repay all expenses received as reimbursement for relocation purposes to Athene in full within 30 days of the effective date of your termination of employment. You hereby authorize the deduction of this amount from any amounts owed to you by the Company, and/or agree to repay this amount directly.
- F. Company Housing. You will be able to utilize temporary company housing when traveling to the Iowa location.

IV. BENEFITS

You will be eligible to participate in all Company-sponsored benefit plans beginning the first of the month following or coinciding with your hire date. This includes the group life, accidental death & dismemberment, medical, dental and vision plans in accordance with the terms of each of those plans. For the Athene Savings & Retirement Plan, you will be eligible to participate as soon as administratively possible following your hire date. You will be provided with a full benefits packet on your first day of employment.

Additionally, you will be eligible to participate in the Athene Savings & Retirement Plan (401(k) Plan) & the Athene Supplemental Executive Retirement Plan (SERP), upon employment. These plans allow for a combined elective deferral of up to 90% of your compensation (as defined by the Plans). Contributions to the 401(k) Plan may be made by pre-tax contributions or after-tax Roth 401(k) contributions, or as a combination thereof. The 401(k) Plan provides a matching contribution equal to 100% of the first 5% deferred, up to IRS limits. You will be 100% vested in employer matching immediately. There is no employer match contribution under the SERP.

You will accrue 6 hours of Paid Time Off (PTO) per pay period, or 18 days of vacation during a full year of employment, plus two floating days. The Athene Benefits summary document attached provides additional information on benefits, PTO and company holidays.

V. OBLIGATIONS OF THE COMPANY ON TERMINATION

The Agreement may be terminated by the employee or the Company at any time by giving 2 (TWO) months notice in writing. During this notice period, you shall perform whatever tasks are assigned to you by the Company.

The Company has the right, in its discretion, to terminate the Agreement with a payment in lieu of notice. The Agreement may be terminated by the Company without notice or payment in lieu of notice:

- (i) if the employee is guilty of any gross default or misconduct in connection with or affecting the business of the Company or a Group Company or of any repeated misconduct after due warning has been given;
- (ii) in the event of any serious or repeated breach or non-observance by the employee of any of the stipulations in this Agreement.

Provisions relating to Termination, Disciplinary and Grievance Procedures, and Standards of Conduct are further outlined in the Company's Employee Handbook.

VI. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company does not withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable foreign law or regulation. ***Please note that it is your responsibility to seek out advice from a tax professional about your personal tax liability prior to signing this agreement. The Company is not responsible for personal income taxes resulting from compensation (including housing and related allowances, benefits or subsidies) earned during your employment.***

VII. PROTECTIVE COVENANTS

A. Confidential Information; Inventions.

- (i) During the period of time during which you are employed by the Company and following the termination of your employment, you shall not disclose or use at any time any Confidential Information (as defined below) of which you are or become aware, whether or not such information is developed by you except to the extent that such disclosure or use is directly related to and required by your performance in good faith of duties for the Company. You will take all appropriate steps to safeguard Confidential Information in your possession and to protect it against disclosure, misuse, espionage, loss and theft. You shall deliver to the Company at the termination of your employment, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the Work Product (as defined below) of the business of the Company or any of its affiliates which you may then possess or have under your control. Notwithstanding the foregoing, you may truthfully respond to a lawful and valid summons, subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. Nothing herein (including, without limitation, any provision of this Section VII) shall, or is intended to, limit your right to file a proceeding with, or provide truthful evidence or other information to, any federal, state or local governmental agency.
- (ii) As used in this Agreement, the term “Confidential Information” means information that is not generally known to the public and that is used, developed or obtained by the Company or its affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by you while employed by the Company or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers or clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar or related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by you in breach of this Agreement) in a form generally available to the public prior to the date that your employment with the Company terminates or the date you propose to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.
- (iii) As used in the Agreement, the term “Work Product” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (Whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing or otherwise) which relates to the Company’s or any of its affiliates’ actual or anticipated business, research and development or existing or future

products or services and which are conceived developed or made by you (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company (including those conceived, developed or made prior to the date hereof) together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that you may have discovered, invented or originated during your employment by the Company or any of its affiliates prior to the date hereof, that you may discover, invent or originate during your employment with the Company, shall be the exclusive property of the Company and its affiliates, as applicable, and you hereby assign all of your right, title and interest in and to such Work Product to the Company or its applicable affiliate, including all intellectual property rights therein. You shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its affiliates', as applicable) rights therein, and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's (or any of its affiliates', as applicable) rights therein. You hereby appoint the Company as your attorney-in-fact to execute on your behalf any assignments or other documents deemed necessary by the Company to protect or perfect the Company, the Company's (and any of its affiliates', as applicable) right to any Work Product

B. Non-Solicitation of Employees and Consultants.

During the period of time during which you are employed by the Company and for a twelve (12) months after the termination of your employment, you will not directly or indirectly through any other Person (i) induce or attempt to induce any senior employee or independent contractor, with whom you had material contact or dealings in the course of your employment of the Company or any affiliate of the Company to leave the employ or service, as applicable, of the Company or such affiliate, or in any way interfere with the relationship between the Company or any such affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Company or any affiliate of the Company, in each case, until twelve (12) months after such individual's employment relationship with the Company or such affiliate has been terminated.

C. Non-Solicitation of Customers

During the period of employment and for a period of twelve (12) months after the termination of your employment, you will not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners, with whom either you had material personal dealings pursuant to your employment or any employee who was under your direct or indirect supervision had material personal dealings pursuant to the employment of the Company or such affiliate, and you will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Company or any affiliate of the Company, on the one hand, and any of its or their customers, suppliers, vendors, lessors, licensors, joint ventures, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

D. Understanding of Covenants.

You represent and agree that you (i) are familiar with and carefully considered that foregoing covenants set forth in this Section VII (together, the "Restrictive Covenants"), (ii) are fully aware of your obligations

hereunder, (iii) agree to the reasonableness of the length of time, as applicable, of the Restrictive Covenants, (iv) agree that the Restrictive Covenants are necessary to protect the Company's and its affiliates' confidential and proprietary information, good will, stable workforce and customer relations, and (v) agree that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section VI regardless of whether you are then entitled to receive severance pay or benefits from the Company. You understand that the Restrictive Covenants may limit your ability to earn a livelihood in a business similar to the business of the Company and any of its affiliates, but you nevertheless believe that you have received and will receive sufficient consideration and other benefits as an employee of the Company and as otherwise provided hereunder or as described in the recitals hereto to clearly justify such restrictions which, in any event (given your education, skills and ability), you do not believe would prevent him from otherwise earning a living. You agree that the Restrictive Covenants do not confer a benefit upon the Company disproportionate to your detriment.

E. Enforcement.

You agree that your Services are unique and that you have access to Confidential Information and Work Product. Accordingly, you agree that your breach of any of the covenants in this Section VII would cause immediate or irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, you agree that in the event of any breach or threatened breach of any provision of this Section VII, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in any jurisdiction the Company deems appropriate in order to enforce or prevent any violations of the provisions of this Section VII, as the case may be, or require you to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section VII, if and when final judgment of a court of competent jurisdiction is so entered against you. You further agree that the applicable period of time any Restrictive Covenant is in effect following the date of your termination of employment, as determined pursuant to the foregoing provisions of this Section VII, such period of time shall be extended by the same amount of time that you are in breach of any Restrictive Covenant.

VIII. MODIFICATION

This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

IX. SEVERABILITY

If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

X. COMPLIANCE WITH 409A OF THE CODE

Reimbursement of expenses and in-kind benefits provided herein shall be treated as follows: (i) the amount of such expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits provided in any other taxable year, except as otherwise allowed by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) any reimbursement shall be made no later than the last day of the calendar year following the calendar year in which the expenses to be reimbursed were incurred and (iii) no right to reimbursement or in-kind benefits may be liquidated or exchanged for another benefit.

Payments provided herein are intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4). Each payment and benefit hereunder shall constitute a "separately identified" amount within the meaning of Treasury Regulation section 1.409A-2(b)(2).

XI. PERSONAL SECURITIES TRADING

All employees who are "covered persons" under the Company's Personal Securities Trading Policy ("Policy") must agree to abide by the Policy, are bound by the trading restrictions contained in the Policy and must report personal securities holdings and accounts. It is required that you assemble information regarding your personal securities holdings and accounts so that you may report on holdings held in accounts that are beneficially owned and which fall within the restrictions of the Policy within ten days of your employment start date.

XII. GOVERNING LAW, ARBITRATION, WAIVER OF A JURY TRIAL

Subject to Clause E, above, this Agreement, and all questions relating to its validity, interpretation, performance and enforcement, as well as the legal relations hereby created between the parties hereto, shall be governed by and construed under, and interpreted and enforced in accordance with, the laws of the State of New York notwithstanding any New York or other conflict of law provision to the contrary and any dispute or controversy arising out of or relating to this Agreement or your employment, other than injunctive relief as provided in this Agreement, will be settled exclusively by arbitration, conducted before a single arbitrator in New York (applying New York law) in accordance with, and pursuant to, the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA"). The decision of the arbitrator will be final and binding upon the parties hereto. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Either party may commence litigation in court to obtain injunctive relief in aid of arbitration, to compel arbitration, or to confirm or vacate an award, to the extent authorized by the Federal Arbitration Act or the New York Arbitration Act. The Company and you will share the AAA administrative fees, the arbitrator's fee and expenses. Each party shall be responsible for such party's attorneys' fees. If this agreement to arbitrate is held invalid or unenforceable then, to the extent not prohibited by applicable law that cannot be waived, you and we hereby waive and covenant that you and we will not assert (whether as plaintiff, defendant or otherwise) any right to trial by jury in any action arising in whole or in part under or in connection with this agreement or any matters contemplated hereby, whether now or hereafter arising, and whether sounding in contract, tort or otherwise, and agree that any of the Company or any of its affiliates or you may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Company and its affiliates, on the one hand, and

you, on the other hand, irrevocably to waive the right to trial by jury in any proceeding whatsoever between such parties arising out of or relating to this agreement and that any proceeding properly heard by a court under this agreement will instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed as original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instruments. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected heron as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.


* * * *

IN WITNESS WHEREOF, Marty has hereunto set his hand, and the Company has caused this Agreement to be executed in its name and on its behalf.

ATHENE HOLDING LTD.,
A Bermuda exempted company

By 
Jim Belardi

Its CEO of Athene Holding Ltd.


Marty Klein

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), and Grant Kvalheim (the “Employee”).

THE PARTIES ENTER THIS AGREEMENT on the basis that the Company and the Employee (the “Parties”) desire that the Employee continue to serve as the CEO of the Athene USA pursuant to the terms and conditions hereof. This Agreement shall govern the employment relationship between the Employee and the Company.

THE PARTIES agree as follows:

Retention. The Company does hereby engage and employ the Employee with the terms and conditions expressly set forth in this Agreement. The Employee does hereby accept and agree to such engagement and employment, on the terms and conditions expressly set forth.

Duties. The Employee shall serve as its CEO Athene USA and shall have the powers, authorities, duties and obligations of management usually commensurate with such position, all subject to the lawful directives of management, the Board and corporate policies of the Company. During the Period of Employment, the Employee shall report to either the CEO of AHL or the President of AHL. The Good Reason clause that exists in the employee’s equity awards is enhanced here to include adverse changes to the terms in the equity awards, or future long term incentive awards which occur after the grant date.

Representation. The Employee hereby represents to the Company that the execution and delivery of this Agreement by the Employee and the Company and the performance by the Employee of the duties hereunder do not and shall not constitute a breach of, conflict with, or otherwise contravene or cause a default under, the terms of any other agreement or policy to which the Employee is a party or otherwise bound. The Company hereby represents to the Employee that it is fully authorized to enter into this Agreement and to perform its obligations under it and that the execution, delivery and performance of this Agreement by it does not violate any corporate governance document to which it or any of its Affiliates is a party.

Location. The Employee’s principal places of employment shall be the Company’s principal office in West Des Moines, Iowa. The Employee agrees that he will be regularly present at those offices. The Employee acknowledges that he will be required to travel from time to time in the course of performing his duties for the Company, and in particular, that he will be required to travel to Bermuda regularly.

Period of Agreement. The “Period of Agreement” shall commence on the date hereof and end at the close of business following all post IPO lock up periods (“Termination Date”).

Base Salary. The Company shall pay the Employee a base salary (the “Base Salary”), which shall be paid in semi-monthly installments as are consistent with the Company’s regular payroll practices in effect from time to time. The Employee’s Base Salary shall be at an annualized rate of \$750,000. The Compensation Committee of the Board will review the Employee’s rate of Base Salary on an annual basis and may, in its sole discretion, increase (but not decrease) the rate then in effect.

Incentive Bonus. The Employee shall be eligible to receive an incentive bonus for each fiscal year; provided that, the Employee must be employed by the Company at the time the Company pays its annual bonuses generally with respect to any such fiscal year in order to be eligible for an Incentive Bonus with respect to that fiscal year. The Employee’s target Incentive Bonus amount for a particular fiscal year of the Company shall equal 250% of the Employee’s Base Salary paid to the Employee for that fiscal year; provided that the Employee’s actual Incentive Bonus amount for a particular fiscal year shall be

determined by the Compensation Committee, based on performance objectives (which may include corporate, individual or other objectives) established with respect to that particular fiscal year by the Compensation Committee. Any Incentive Bonus earned by the Employee for a particular fiscal year shall be paid per the terms of the Annual Bonus Plan, as soon as reasonably practicable following the date that the audited Financial statements of the Company for such fiscal year are issued and at the same time and same treatment that incentive bonuses for such fiscal year are paid to other senior Employees of the Company.

Termination by the Employee. The Employee's employment by the Company and the Period of Employment may be terminated by the Employee with no less than 90 days advance written notice to the Company; provided, however, that in the case of a resignation by the Employee with Good Reason.

Termination by the Company. The employment by the Company and the Period of Agreement may be terminated at any time by the Company with Cause or in the event that the Employee has a Disability. Further, the Employee's employment by the Company and the Period of Agreement shall automatically terminate in the event of the Employee's death.

If the employment hereunder terminates due to an Involuntary Termination, the Company shall pay the Employee in accordance with all share award agreements. In addition, the company will pay a pro rata target bonus based on the number of days during which he remained employed during the fiscal year in which the termination occurs.

Legal Counsel. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation.

The undersigned have read and understand the consequences. The undersigned declare under penalty of perjury under the laws of the State of Iowa that the foregoing is true and correct.

EXECUTED this 26th day of April 2016.



Grant Kvalheim
CEO Athene USA



James Belardi
CEO Athene Holding Ltd

**AMENDED AND RESTATED
ATHENE HOLDING LTD.,
2009 SHARE INCENTIVE PLAN
ARTICLE I**

PURPOSE OF THE PLAN

The purpose of the AMENDED AND RESTATED ATHENE HOLDING LTD., 2009 SHARE INCENTIVE PLAN (the "Plan") is (i) to further the growth and success of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), and its Subsidiaries (as such terms are hereinafter defined) by enabling directors and employees of, or consultants to, the Company, its Subsidiaries and the Asset Management Company (as hereinafter defined) to acquire Shares (as hereinafter defined), thereby increasing their personal interest in such growth and success, and (ii) to provide a means of rewarding outstanding performance by such persons to the growth and success of the Company and its Subsidiaries. Awards granted under the Plan (the "Awards") shall be nonqualified share options (referred to herein as "Options" or "NSOs"), rights to purchase Shares, restricted shares (referred to herein as "Restricted Shares"), restricted share units (referred to herein as "Restricted Share Units") and other awards settleable in, or based upon, Shares ("Other Share-Based Awards").

ARTICLE II

DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

"Adoption Agreement" means an agreement between the Company and a Participant, pursuant to which such Participant agrees to become a party to the Shareholders Agreement and/or the Registration Rights Agreement.

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person and/or one or more Affiliates thereof. As used in this definition and the definition of the term "control," including the correlative terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through the ownership of securities or any partnership or other ownership interests, by contract or otherwise) of a Person.

"Asset Management Company" means Athene Asset Management, L.P., a Cayman Islands exempted limited partnership and any successor entity or new entity that performs similar functions for the Company and its Subsidiaries.

"Award" has the meaning set forth in Article I hereof.

"Award Agreement" means any writing setting forth the terms of an Award that has been duly authorized and approved by the Board or the Committee.

"Board" means the Board of Directors of the Company.

“Bye-Laws” means the Seventh Amended and Restated Bye-Laws of the Company, as they may be further amended, supplemented, restated or otherwise modified from time to time.

“Capital Shares” means any and all shares of, interests and participations in, and other equivalents (however designated) of shares of the Company, including without limitation all Shares.

“Cause” means, with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in such Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on such Participant’s (A) commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) material non-curable breach of the Participant’s obligations hereunder or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates which are applicable to the Participant) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) disqualification or bar by any governmental or self-regulatory authority or the Participant’s loss of any governmental or self-regulatory license that is reasonably necessary for the Participant to perform his / her duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive has been made by any governmental or self-regulatory authority to terminate the Participant; or (J) failure to cure a material breach of his or her obligations under this Agreement or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of a Participant’s service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under the Plan.

“Closing Date” shall have the meaning ascribed thereto in the Subscription Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the Compensation Committee of the Board or such other committee appointed by the Board to administer the Plan.

“Company” has the meaning set forth in Article I hereof.

“Corporate Transaction” has the meaning set forth in Section 10.1 hereof.

“Disability” means, with respect to each Participant, (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in the Award Agreement; and (iii) in all other cases is a physical or mental impairment which, as reasonably determined by the Board, renders the Participant unable to perform the essential functions of his or her employment with his or her employer, even with reasonable accommodation that does not impose an undue hardship on his or her employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

“Effective Date” means the date the Plan is adopted by the Board.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Securities” has the meaning ascribed thereto in the Shareholders Agreement.

“Fair Market Value” means, the closing price of Shares on any national securities exchange or any national market system on that date, or if no prices are reported on that date, on the last preceding date on which such prices of Shares are so reported. If Shares are not then listed on any national securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Shares on the most recent date on which Shares were publicly traded. If the Shares are not publicly traded at the time a determination of its Fair Market Value is made, the Board shall reasonably determine its Fair Market Value in good faith as it deems appropriate (such determination will be made in the manner that satisfies Section 409A of the Code, and may be based on the advice of an independent investment banker or appraiser recognized to be an expert in making such valuations).

“Good Reason” means with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Participant following: (A) a reduction of greater than 10% in the Participant’s annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if the

Participant is employed by the Asset Management Company), the Company or any of its Subsidiaries that employs the Participant (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in the Participant's title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless the Participant shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company's receipt of such written notice. Notwithstanding anything to the contrary herein, any material adverse change in the Participant's title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant, as a result of the Company's issuance of additional equity (including Excluded Securities) shall not constitute "Good Reason."

"IPO" means an underwritten initial public offering of the common equity of the Company.

"Liquidation" shall have the meaning set forth in the Shareholders Agreement.

"Notice" has the meaning set forth in Section 5.7 hereof.

"NSOs" has the meaning set forth in Article I hereof.

"Option" has the meaning set forth in Article I hereof.

"Option Price" means the purchase price per Share subject to an Option, as determined pursuant to Section 5.4 hereof.

"Option Shares" has the meaning set forth in Section 5.7(b) hereof.

"Participant" has the meaning set forth in Article IV hereof.

"Participant Subscription Agreement" means any agreement by and between the Company and a Participant that relates to a subscription by such Participant to purchase Shares from the Company (as such may be amended, supplemented or modified from time to time).

"Person" shall be construed broadly and shall include, without limitation, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Plan" has the meaning set forth in Article I hereof.

"Purchase Price" has the meaning set forth in Section 6.2 hereof.

“Realized Cash” means all amounts received by the Relevant Investor in respect of the Relevant Investor Shares, whether such amount is in cash, securities or otherwise, including, without limitation, all dividends and other distributions, including assets, all proceeds received from the sale of Relevant Investor Shares and all proceeds received from a Sale of the Company or a Liquidation of the Company (including, for the avoidance of doubt, all holdbacks, escrows, earn outs and other deferred payments upon the receipt of such amounts by the Relevant Investor and any amounts received in accordance with Section 4.5 of the Bye-Laws), provided that the value of any distributed assets shall be the fair market value of such assets at the time of distribution as reasonably determined by the Board. Notwithstanding the foregoing, securities received as a result of share splits, including a share split in the form of a share dividend and all other pro rata distributions of shares shall not be Realized Cash. In the event of a sale by the Relevant Investor of less than 100% of the Capital Shares held by the Relevant Investor, for purposes of determining Realized Cash, the Relevant Investor shall be deemed to sell its Capital Shares on a “first in, first out” basis.

“Registration Rights Agreement” means the Third Amended and Restated Registration Rights Agreement, dated as of April 4, 2014, by and among the Company and the shareholders of the Company from time to time party thereto (as such may be amended, supplemented or modified from time to time).

“Registration Statement” means a registration statement filed by the Company with the U.S. Securities and Exchange Commission.

“Relevant Investor” means, collectively, Stanhope Life, L.P., Palmetto Athene Holdings, LLC and any successor legal entities to the foregoing persons as a result of a merger, consolidation or similar reorganization. For purposes of this Agreement, the Relevant Investor shall be treated as one Person.

“Relevant Investor Investment” means direct or indirect investments in Capital Shares (whether in cash or in kind) of the Company made by the Relevant Investor on or after the Closing Date, up to the maximum amount of the Total Commitment, but excluding any purchases or repurchases of Capital Shares on any securities exchange or any national market system after an initial public offering.

“Relevant Investor Shares” means Capital Shares held by the Relevant Investor and received with respect to the Relevant Investor Investment in the Company up to the maximum amount of the Total Commitment, but shall not include any Capital Shares held by the Relevant Investor as a result of investments exceeding the maximum amount of the Total Commitment or any Capital Shares held by the Relevant Investor prior to the Closing Date.

“Reserved Shares” means, at any time, an aggregate of 7,109,560 Shares, as the same may be adjusted at or prior to such time in accordance with Section 10.1.

“Restricted Shares” means an Award granted to a Participant pursuant to Article VII hereof.

“Restricted Share Unit” means an Award granted to a Participant pursuant to Article VIII hereof.

“Sale of the Company” shall have the meaning ascribed to such term in the Shareholders Agreement.

“Securities Act” means the Securities Act of 1933, as amended.

“Shareholders Agreement” means the Sixth Amended and Restated Shareholders Agreement, dated April 4, 2014, by and among the Company and the signatories party thereto, as it may be further amended, supplemented, restated or otherwise modified from time to time.

“Shares” means the Class M-1 common shares of the Company, par value \$0.001 per share, formerly the Class B common shares of the Company.

“Share Award” means an Award of the right to purchase Shares under Article VI of the Plan.

“Subscription Agreement” means the Subscription Agreement, dated July 15, 2009, by and among the Company and the signatories party thereto as it may be amended, supplemented, restated or otherwise modified from time to time.

“Subsidiary” means (i) any corporation or other entity of which the Company owns securities or interests having a majority, directly or indirectly, of the ordinary voting power in electing the board of directors, managers, general partners or similar governing Persons thereof, or (ii) for purposes of determining eligibility to receive an Award and become a Participant in the Plan, any other entity of which the Company owns securities or interests representing a majority, directly or indirectly, of the value of such entity.

“Termination Date” means the tenth anniversary of the Effective Date.

“Termination of Relationship” means, with respect to each Participant, the termination of the Participant’s services as an employee or director of, or consultant to, the Company, its Subsidiaries and the Asset Management Company for any reason, including as a result of the Subsidiary to which the Participant provides services no longer being a Subsidiary of the Company because of a sale, divestiture or other disposition of such Subsidiary.

“Total Commitment” means the initial purchase of 20 million shares of Class A common stock of the Company at \$10.00 per share by Stanhope Life, L.P. and Palmetto Athene Holdings, LLC.

“Total Invested Capital” means the aggregate U.S. dollar value of all Relevant Investor Investments. The U.S. dollar value of each Relevant Investor Investment shall be measured at the time of any such investment. Total Invested Capital is to be reasonably determined by the Board in good faith on a quarterly fiscal basis and shall be made available to the Participant as reasonably requested.

“Total Investor IRR” means the pretax compounded annual internal rate of return calculated on a quarterly basis realized by the Relevant Investor, based on the aggregate amount of Realized Cash received by the Relevant Investor. The Total Investor IRR shall be determined based on the actual time the Relevant Investor holds such Relevant Investor Investment and the Realized Cash received by the Relevant Investor during such period.

“Transferred” means, a sale, transfer, assignment, pledge, hypothecation, encumbrance in any way or other disposition of Restricted Shares (including any economic or voting interests with respect to such shares and including by way of hedging and other derivative transaction that limits or eliminates economic risk), either voluntarily or involuntarily and with or without consideration.

“Vested Options” means Options that have vested in accordance with the applicable Award Agreement.

ARTICLE III

ADMINISTRATION OF THE PLAN; SHARES SUBJECT TO THE PLAN

3.1 Committee.

The Plan shall be administered by the Board or the Committee. The term “Committee” shall, for all purposes of the Plan, be deemed to refer to the Board if the Board is administering the Plan.

3.2 Procedures.

The Committee shall adopt such rules and regulations as it shall deem appropriate concerning the holding of meetings and the administration of the Plan. A majority of the Committee shall constitute a quorum and the actions of the entire Committee present at a meeting, or actions approved in writing by the entire Committee, shall be the actions of the Committee.

3.3 Interpretation; Powers of Committee.

Except as may otherwise be expressly reserved to the Board as provided herein, and with respect to any Award, except as may otherwise be provided in the Award Agreement evidencing such Award or an employment or consulting agreement between the Participant and Company, the Committee shall have all powers with respect to the administration of the Plan, including the authority to:

- (a) determine eligibility and the particular persons or classes of persons who will receive Awards;
- (b) grant Awards to eligible persons or eligible classes of persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of Awards consistent with the express limits of the Plan, establish the installments (if any) in which such Awards will become exercisable or will vest and the respective consequences thereof (or determine that no delayed exercisability or vesting is required), and establish the events of termination or reversion of such Awards;

(c) approve the forms of Award Agreements, which need not be identical either as to type of Award or among Participants;

(d) construe and interpret the provisions of the Plan and any Award Agreement or other agreement defining the rights and obligations of the Company and Participants under the Plan, make factual determinations with respect to the administration of the Plan, further define the terms used in the Plan, and prescribe, amend and rescind rules and regulations relating to the administration of the Plan;

(e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards held by Participants, subject to any required consent under Article XIII;

(f) accelerate or extend the exercisability or extend the term of any or all outstanding Awards, subject to any consent required under Article XIII; and

(g) make all other determinations and take such other action as contemplated by this Plan or as may be necessary or advisable for the administration of this Plan and the effectuation of its purposes.

All decisions of the Board or the Committee, as the case may be, shall be reasonable and made in good faith and shall be conclusive and binding on all Participants in the Plan.

3.4 Powers of the Chief Executive Officer.

Subject to the Committee's approval, the Company's Chief Executive Officer may recommend terms and conditions of Awards to the Committee, but shall not have the authority to approve any Awards.

3.5 Compliance with Code Section 162(m).

In the event the Company becomes a "publicly-held corporation" as defined in Code §162(m)(2), the Company may establish a committee of outside directors meeting the requirements of Code §162(m)(2) to (i) approve Awards that might reasonably be anticipated to result in the payment of employee remuneration that would otherwise exceed the limit on employee remuneration deductible for income tax purposes by the Company pursuant to Code §162(m); and (ii) administer the Plan. In such event, the powers reserved to the Committee in the Plan shall be exercised by such compensation committee. In addition, Awards under the Plan may be granted upon satisfaction of the conditions to such grants provided pursuant to Code §162(m) and any Treasury Regulations promulgated thereunder.

3.6 Number of Shares.

Subject to the provisions of Article X (relating to adjustments upon changes in capital structure and other corporate transactions), the aggregate number of Shares with respect to which Awards may be granted under the Plan shall not exceed the Reserved Shares. Shares that are subject to or underlie Options granted under the Plan that expire or for any reason are canceled or terminated without having been exercised (or Shares subject to or underlying the unexercised

portion of any Options, in the case of Options that were partially exercised at the time of their expiration, cancellation or termination), as well as Shares that are subject to Share Awards made under the Plan that are not actually purchased pursuant to such Share Awards and Shares that are subject to Restricted Shares or Restricted Share Units that are forfeited, will again, except to the extent prohibited by law or applicable listing or regulatory requirements, be available for subsequent Award grants under the Plan.

3.7 Reservation of Shares.

The number of Shares reserved for issuance with respect to Awards granted under the Plan shall at no time be less than the maximum number of Shares which may be issued or delivered at any time pursuant to outstanding Awards.

ARTICLE IV

ELIGIBILITY

Awards may be granted under the Plan only to persons who are employees or directors of, or consultants to, the Company, any of its Subsidiaries or the Asset Management Company on the date of the grant. Each such person to whom an Award is granted under the Plan is referred to herein as a "Participant."

ARTICLE V

SHARE OPTIONS

5.1 General.

Options may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Option granted under the Plan shall be designated as an NSO and shall be subject to the terms and conditions applicable to NSOs set forth in the Plan. Each Option shall be evidenced by an Award Agreement incorporating the terms and provisions of the Plan that shall be executed by the Company and the Participant. The Award Agreement shall specify the number of Shares for which such Option shall be exercisable, the Option Price (as defined in Section 5.4 below) for such Shares and the other terms and conditions of the Option.

5.2 Vesting.

The Committee, in its sole discretion, shall determine and set forth such determination in the Award Agreement whether and to what extent any Options are subject to vesting based upon the Participant's continued service to, or the Participant's performance of duties for, the Company, any of its Subsidiaries or the Asset Management Company, or upon any other basis.

5.3 Date of Grant.

Except as may be otherwise provided in an Award Agreement, the date of grant of an Option under this Plan shall be the date as of which the Committee approves the grant.

5.4 Option Price.

The Option Price shall be determined by the Committee and set forth in the Award Agreement. In no event, however, may the Committee determine an Option Price that is less than the Fair Market Value of the Share on the date of grant.

5.5 Automatic Termination of Options

Each Option granted under the Plan, to the extent not previously exercised, shall automatically terminate and shall become null and void and be of no further force or effect upon such date or dates as are set forth in the applicable Award Agreement, consistent with the terms of the Plan.

5.6 Payment of Option Price.

The aggregate Option Price shall be paid in cash (by wire transfer of immediately available funds to a bank account of the Company designated by the Committee or by delivery of a personal or certified check payable to the Company); provided that the Committee may, in its sole discretion, specify one or more of the following other forms of payment which may be used by a Participant (but only to the extent permitted by applicable law) upon exercise of his or her Option:

(a) by surrender of Shares (by delivery of such shares or by attestation) with a Fair Market Value equal to the Option Price which were obtained by the Participant in the public market (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act);

(b) to the extent permitted by applicable law, in compliance with any cashless exercise program authorized by the Board or the Committee for use in connection with the Plan at the time of such exercise (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act); or

(c) a combination of the methods set forth in this Section 5.6.

5.7 Notice of Exercise.

A Participant (or other person, as provided in Section 11.2) may exercise an Option (for the Shares represented thereby) granted under the Plan in whole or in part (but for the purchase of whole Shares only), as provided in the Award Agreement evidencing his or her Option, by delivering a written notice (the "Notice") to the Secretary of the Company. The Notice shall state:

(a) that the Participant elects to exercise the Option;

(b) the number of Shares with respect to which the Option is being exercised (the "Option Shares");

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- (c) the method of payment for the Option Shares (which method must be available to the Participant under the terms of his or her Award Agreement);
 - (d) the date upon which the Participant desires to consummate the purchase of the Option Shares (which date must be prior to the termination of such Option); and
 - (e) any additional provisions consistent with the Plan as the Committee may from time to time require.

The exercise date of an Option shall be the date on which the Company receives the Notice from the Participant and, if applicable, payment of the aggregate Option Price for such Shares. Such Notice shall also contain, and any such exercise shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

Notwithstanding anything to the contrary herein or in any Award Agreement, an Option may only be exercised in an amount proportionate (determined with reference to the total number of Shares originally subject to the Award as may be adjusted pursuant to Article X) to the extent the Investors have then funded the Total Commitment relative to the aggregate Total Commitment.

5.8 Issuance of Certificates.

The Company shall issue share certificates in the name of the Participant (or other person exercising the applicable Option in accordance with the provisions of Section 11.2), representing the Shares purchased upon exercise of the Option as soon as practicable after receipt of the Notice and, if applicable, payment of the aggregate Option Price for such Shares; provided that the Company, in its sole discretion, may elect not to issue any fractional Shares upon the exercise of an Option (determining the fractional Shares after aggregating all Shares issuable to a single holder as a result of an exercise of an Option for more than one Share) and, in lieu of issuing such fractional Shares, shall pay the Participant the Fair Market Value thereof as determined by the Board in good faith. Neither the Participant nor any person exercising an Option in accordance with the provisions of Section 11.2 shall have any privileges as a shareholder of the Company with respect to any Shares issuable upon exercise of an Option granted under the Plan until the date of issuance of share certificates representing such Shares pursuant to this Section 5.8.

ARTICLE VI
SHARE AWARDS

6.1 General.

Share Awards may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Share Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the terms and conditions of the Share Award, including without limitation the number of Shares covered by the Share Award, the Purchase Price (as defined in Section 6.2 below), if any, for such Shares and the deadline for the purchase of such Shares.

6.2 Purchase Price; Payment.

The price (the "Purchase Price"), if any, at which each Share covered by the Share Award may be purchased upon exercise of a Share Award shall be determined by the Committee and set forth in the applicable Award Agreement. The Company will not be obligated to issue certificates evidencing Shares purchased under this Article VI unless and until it receives full payment of the aggregate Purchase Price therefor and all other conditions to the purchase, as reasonably determined by the Committee, have been satisfied. The Purchase Price of any Shares subject to a Share Award must be paid in full at the time of the purchase.

6.3 Adoption Agreement.

Each Share Award shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable. In addition, to the extent determined applicable by the Committee, each Share Award shall be contingent upon the relevant Participant executing a Participant Subscription Agreement in form and substance satisfactory to the Board.

ARTICLE VII
RESTRICTED SHARES

7.1 General.

Restricted Shares may be awarded either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Shares will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 7.3.

The Committee may, prior to grant, condition the vesting of Restricted Shares upon continued service of the Participant, upon the Participant's performance of duties or upon any other basis. The provisions of Restricted Share Awards need not be the same with respect to each recipient.

7.2 Awards and Certificates.

Restricted Shares shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more share certificates. Any certificate issued in respect of Restricted Shares shall be registered in the name of such Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

“The sale or other transfer of Shares represented by this certificate, whether voluntary, involuntary, or by operation of law, is subject to certain restrictions on transfer as set forth in the AMENDED AND RESTATED ATHENE HOLDING LTD., 2009 SHARE INCENTIVE PLAN, in an Award Agreement and in a Shareholders Agreement. A copy of the Plan, such Award Agreement and such Shareholders Agreement may be obtained from ATHENE HOLDING LTD.”

The Committee may require that the certificates evidencing such Shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Shares, the Participant shall have delivered a share power, endorsed in blank, relating to the Shares covered by such Award.

7.3 Terms and Conditions.

Restricted Shares shall be subject to the following terms and conditions:

(a) Subject to the provisions of the Plan and the Award Agreement referred to in Section 7.3(d), and except as otherwise permitted under the Shareholders Agreement, during the restricted period, the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber unvested Restricted Shares. Within these limits, the Committee may provide for the lapse of restrictions based upon period of service in installments or otherwise and may accelerate or waive, in whole or in part, restrictions based upon period of service, performance or other criteria as the Committee may determine.

(b) Except as provided in the Award Agreement, the Participant shall not have, with respect to the Restricted Shares, any of the rights of a shareholder of the Company holding the class or series of Shares that is the subject of the Restricted Shares, including, if applicable, the right to vote the Shares and the right to receive any cash dividends, unless and until such Restricted Shares have vested in accordance with their terms and the respective terms of the related Award Agreement, the Shareholders Agreement and the Bye-Laws.

(c) If and when any applicable restricted period expires without a prior forfeiture of Restricted Shares, with respect to Shares having associated legended certificates, unlegended certificates for such Shares shall be delivered to the Participant that no longer reference such forfeiture provisions (but continue to reference the Shareholders Agreement and include any other legends that may be required by law) upon surrender of the legended certificates.

(d) Each Award of Restricted Shares shall be confirmed by, and be subject to, the terms of an Award Agreement.

(e) Each Award of Restricted Shares shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

ARTICLE VIII

RESTRICTED SHARE UNITS

8.1 Nature of Award.

Restricted Share Units are Awards denominated in Shares that will be settled, subject to the terms and conditions of the Restricted Share Units, either by delivery of Shares to the Participant or by the payment of cash based upon the Fair Market Value of a specified number of Shares. Restricted Share Units may be awarded either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Share Units will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 8.2.

8.2 Terms and Conditions.

The Committee may, in connection with the grant of Restricted Share Units, condition the vesting thereof upon the continued service of the Participant to, or the Participant's performance of duties for, the Company, its Subsidiaries or the Asset Management Company. Each Award of Restricted Share Units shall be confirmed by, and be subject to, the terms of an Award Agreement. The applicable Award Agreement shall specify the consequences for the Restricted Share Units of the Participant's Termination of Relationship. An Award of Restricted Share Units shall be settled as and when the Restricted Share Units vest or at a later time specified by the Committee or in accordance with an election of the Participant, if the Committee so permits. Restricted Share Units may not be sold, assigned, transferred, pledged or otherwise encumbered until they are settled, except to the extent provided in the applicable Award Agreement in the event of the Participant's death. Restricted Share Units that are settled for Shares shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

ARTICLE IX

OTHER SHARE-BASED AWARDS

Other Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based upon, Shares, including (without limitation) dividend equivalents and convertible debentures, may be granted under the Plan. The Committee shall determine the time or times at which grants of such Awards will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, consistent with the terms of the Plan.

ARTICLE X

ADJUSTMENTS

10.1 Changes in Capital Structure.

In the event of an extraordinary share dividend, share split, reverse share split, share combination, or recapitalization or similar event affecting the capital structure of the Company, an extraordinary cash dividend, separation, spinoff or a reorganization (each, an "Adjustment Event"), then the Committee or the Board shall make substitutions or adjustments to: (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (B) the number and kind of Shares or other securities subject to outstanding Awards; (C) performance metrics and targets underlying outstanding Awards; and (D) the Option Price of outstanding Options, in each case, to the extent (if any) necessary to preserve (but not increase) the level of incentives by this Plan and the then-outstanding Awards. In the event of a merger, consolidation, acquisition of property or shares, share rights offering, liquidation, disaffiliation, or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), then the Committee or the Board shall make substitutions or adjustments to: (w) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (x) the number and kind of Shares or other securities subject to outstanding Awards; (y) performance metrics and targets underlying outstanding Awards; and (z) the Option Price of outstanding Options, in each case, to the extent (if any) necessary to preserve (but not increase) the level of incentives by this Plan and the then-outstanding Awards. In the case of Corporate Transactions, such adjustments may include, without limitation, (1) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Board in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which shareholders of Shares receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of an Option shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the Option Price of such Option shall conclusively be deemed valid); and (2) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards.

10.2 Special Rules.

The following rules shall apply in connection with Section 10.1 above:

(a) No adjustment shall be made for cash dividends (except as described in Section 10.1) or any new issuance of securities by the Company (including the issuance of Excluded Securities) for consideration (except in connection with a Corporate Transaction).

(b) The determination as to whether any adjustment referred to in Section 10.1 is needed and the extent and nature of any such adjustment shall be made by the Committee or the Board in its discretion and shall, absent manifest error, be conclusive and binding on all Persons holding any Awards granted under the Plan.

10.3 Adjustment and Continuation of Awards.

If a Sale of the Company occurs, the parties to the Sale of the Company may agree that any Option, Shares, Restricted Shares, Restricted Share Units or other Award outstanding under the Plan immediately prior to the consummation of the Sale of the Company shall, at the effective time of the Sale of the Company, be assumed and continued on substantially the same vesting and other terms and conditions as a like Award with respect to shares of common stock of the successor or acquiring company (or a parent company). If an Option is assumed, the number of shares and exercise or base price per share covered by the assumed Award will be adjusted in accordance with the principles set forth in Sections 1.424-1(a)(5) and 1.409A-1(b)(5)(v)(D) of the Treasury Regulations. If a Restricted Share, Restricted Share Unit or other Award is assumed, the number of shares covered by the assumed Award will be a whole number that reflects the exchange ratio or value of the transaction consideration applicable with respect to holders of Shares in connection with the Sale of the Company.

10.4 Termination of Awards.

Any Award outstanding under the Plan immediately prior the consummation of a Sale of the Company that is not assumed pursuant to the preceding section will be terminated at the effective time of the Sale of the Company. If the terminated Award is an Option, then the holder of such Option will be entitled to receive at the effective time of the Sale of the Company a single sum payment equal to the excess, if any, of the transaction value of the Shares that are then covered by the Award over the aggregate Option Price for such Options, only to the extent that such Option was vested on the date of the Sale of the Company. No consideration will be payable in respect of the termination of an Option with a Option Price that is not more than the transaction value per Share or with regard to any Option that is unvested on the date of the Sale of the Company. The amount payable with respect to the termination of an outstanding Option pursuant to this section will be paid in cash, unless the parties to the Sale of the Company agree that some or all of such amount will be payable in the form of shares of common stock of the successor or acquiring company (or a parent company).

ARTICLE XI

RESTRICTIONS ON AWARDS

11.1 Compliance With Securities Laws.

No Awards shall be granted under the Plan, and no Shares shall be issued and delivered pursuant to Awards granted under the Plan, unless and until the Company and/or the Participant shall have complied with all applicable Federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

The Committee in its discretion may, as a condition to the delivery of any Shares pursuant to any Award granted under the Plan, require the applicable Participant (i) to represent in writing that the Shares received pursuant to such Award are being acquired for investment and not with a view to distribution and (ii) to make such other representations and warranties as are deemed reasonably appropriate by the Committee. Share certificates representing Shares acquired under the Plan that have not been registered under the Securities Act shall, if required by the Committee, bear such legends as may be required by the Shareholders Agreement and the applicable Award Agreement.

11.2 Nonassignability of Awards

No Award granted under this Plan shall be assignable or otherwise transferable by the Participant, except by designation of a beneficiary, by will or by the laws of descent and distribution, or as otherwise provided in the applicable Award Agreement. An Award may be exercised during the lifetime of the Participant only by the Participant, unless the Participant becomes subject to a Disability. If a Participant dies or becomes subject to a Disability, his Options shall thereafter be exercisable, during the period specified in the applicable Award Agreement (as the case may be), by his designated beneficiary or if no beneficiary has been designated in writing, by his executors or administrators to the full extent (but only to such extent) to which such Options were exercisable by the Participant at the time of (and after giving effect to any vesting that may occur in connection with) his death or Disability.

Before issuing any Shares under the Plan to any person who is not already a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable, the Company shall obtain an executed Adoption Agreement from such person.

11.3 No Right to an Award or Grant

Neither the adoption of the Plan nor any action of the Board or the Committee shall be deemed to give an employee, director, consultant any right to be granted an Option to purchase Shares or to receive an Award under the Plan, except as may be evidenced by an Award Agreement duly executed on behalf of the Company, and then only to the extent of and on the terms and conditions expressly set forth in the Award Agreement. The Plan will be unfunded. The Company will not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

11.4 No Evidence of Employment or Service

Nothing contained in the Plan or in any Award Agreement shall confer upon any Participant any right with respect to the continuation of his employment by or service with the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, any such Subsidiary or the Asset Management Company, in its sole discretion (subject to the terms of any separate agreement to the contrary), at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Award.

11.5 No Restriction of Corporate Action.

Nothing contained in the Plan or in any Award Agreement will be construed to prevent the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates from taking any corporate action which is deemed by the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates to be appropriate or in its best interest, whether such action would have an adverse effect on the Plan or any Award made under the Plan. No Participant or beneficiary of a Participant will have any claim against the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates as a result of any corporate action.

ARTICLE XII

TERM OF THE PLAN

This Plan shall become effective on the Effective Date and shall terminate on the Termination Date. No Awards may be granted after the Termination Date. Any Award outstanding as of the Termination Date shall remain in effect and the terms of the Plan will apply until such Award terminates as provided in the Plan or the applicable Award Agreement.

ARTICLE XIII

AMENDMENT OF PLAN

The Plan may be modified or amended in any respect, and at any time or from time to time, by the Board or by the Committee with the prior approval of the Board. Notwithstanding the foregoing, the Plan may not be modified or amended as it pertains to any existing Award Agreement without the consent of an applicable Participant where such modification or amendment would materially impair the rights of such Participant, it being understood that the modification of Option Price, exercise period, purchase price, repurchase price or vesting terms shall be deemed to materially impair the rights of Participants, unless such modifications are made pursuant to Article X. In addition, no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by applicable law or regulation or the listing standards of the securities exchange, that is, at the applicable time, the principal market for the Shares.

ARTICLE XIV

CAPTIONS

The use of captions in the Plan is for convenience. The captions are not intended to provide substantive rights.

ARTICLE XV

WITHHOLDING TAXES

Upon any exercise or payment of any Award, the Company shall have the right at its option and in its sole discretion to (i) require the Participant to pay or provide for payment in cash of the amount of any taxes which the Company, any of its Subsidiaries or the Asset Management Company may be required to withhold with respect to such exercise or payment (provided that, to the extent permitted by the Company, any such Subsidiary or the Asset Management Company, as applicable, the Participant may elect to pay or provide such amount in Shares); (ii) deduct from any amount payable to the Participant in cash or securities in respect of the Award the amount of any taxes which the Company, any such Subsidiary or the Asset Management Company, as applicable, may be required to withhold with respect to such exercise or payment; or (iii) reduce the number of Shares to be delivered to the Participant in connection with such exercise or payment by the appropriate number of Shares, valued at their then Fair Market Value, to satisfy the minimum withholding obligation. In no event will the value of Shares withheld under clause (iii) above exceed the minimum amount of required withholding under applicable law.

ARTICLE XVI

SECTION 83(b) ELECTION

To the extent permitted by the Board or Committee, and unless otherwise provided in an Award Agreement, each recipient of Restricted Shares may, but is not obligated to, make an election under Section 83(b) of the Code to be taxed currently with respect to such Award. The election permitted under this Article XVI shall comply in all respects with and shall be made within the period of time prescribed under Section 83(b) of the Code. Each Participant shall prepare such forms as are required to make an election under Section 83(b) of the Code. The Company shall have no liability to any grantee who fails to make a permitted Section 83(b) election in a timely manner. In addition, the Company shall have no liability and makes no representation regarding the advisability of making an election under Section 83(b) of the Code, or regarding the tax, financial and other consequences of Awards.

ARTICLE XVII

CODE SECTION 409A COMPLIANCE

It is the intent of the Company that the awards under this Plan and the Committee's exercise of authority or discretion with respect thereto shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. The Plan and the terms and conditions of the awards granted under this Plan shall be construed and interpreted consistent with that intent.

Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan or any Award Agreement to a

“specified employee” (as defined under Section 409A of the Code) as a result of his or her termination of service shall be delayed for the first six (6) months following such termination of service and shall instead be paid as soon as administratively practicable following the end of such six-month period (or, if earlier, within 10 business days following the date of death of the specified employee).

ARTICLE XVIII

SECTION 16 COMPLIANCE

In the event that the Company becomes subject to Section 16 of the Exchange Act, it is intended that the Plan and any Award made to a Participant subject to Section 16 of the Exchange Act will meet all of the requirements of Rule 16b-3. Accordingly, unless otherwise provided by the Committee, if any provisions of the Plan or any Award would disqualify the Plan or the Award, or would otherwise not comply with Rule 16b-3, such provision or Award will be construed or deemed amended to conform to Rule 16b-3.

ARTICLE XIX

OTHER PROVISIONS

Each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion.

ARTICLE XX

NUMBER AND GENDER

With respect to words used in the Plan, the singular form shall include the plural form, the masculine gender shall include the feminine gender, and vice versa, as the context requires.

ARTICLE XXI

MISCELLANEOUS

21.1 Subsidiary Employees.

In the case of a grant of an Award to an employee or director or consultant to any Subsidiary of the Company or the Asset Management Company, the Company may, if the Committee so directs, issue or transfer the Common Shares, if any, covered by the Award to the Subsidiary or the Asset Management Company, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Subsidiary or the Asset Management Company will transfer the Common Shares to the employee, director or consultant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All Common Shares underlying Awards that are forfeited or canceled should revert to the Company.

21.2 Foreign Employees and Foreign Law Considerations.

The Committee may grant Awards to individuals who are eligible to participate in the plan who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

21.3 Erroneously Awarded Compensation.

All Awards, if and to the extent subject to the Dodd-Frank Wall Street Reform and Consumer Protection Act, may be subject to a claw back policy or other incentive compensation policy established from time to time by the Company to comply with such Act.

ARTICLE XXII

GOVERNING LAW

All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Awards granted hereunder shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Plan, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

* * * * *

As amended and restated by the Board of Directors of ATHENE HOLDING LTD., on _____, 2014.

**AMENDED AND RESTATED
ATHENE HOLDING LTD.,
2012 SHARE INCENTIVE PLAN
ARTICLE I**

PURPOSE OF THE PLAN

The purpose of the AMENDED AND RESTATED ATHENE HOLDING LTD., 2012 SHARE INCENTIVE PLAN (the "Plan") is (i) to further the growth and success of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), and its Subsidiaries (as such terms are hereinafter defined) by enabling directors and employees of, or consultants to, the Company, its Subsidiaries and the Asset Management Company (as hereinafter defined) to acquire Shares (as hereinafter defined), thereby increasing their personal interest in such growth and success, and (ii) to provide a means of rewarding outstanding performance by such persons to the growth and success of the Company and its Subsidiaries. Awards granted under the Plan (the "Awards") shall be nonqualified share options (referred to herein as "Options" or "NSOs"), rights to purchase Shares, restricted shares (referred to herein as "Restricted Shares"), restricted share units (referred to herein as "Restricted Share Units") and other awards settleable in, or based upon, Shares ("Other Share-Based Awards").

ARTICLE II

DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

"Adoption Agreement" means an agreement between the Company and a Participant, pursuant to which such Participant agrees to become a party to the Shareholders Agreement and/or the Registration Rights Agreement.

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person and/or one or more Affiliates thereof. As used in this definition and the definition of the term "control," including the correlative terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through the ownership of securities or any partnership or other ownership interests, by contract or otherwise) of a Person.

"Asset Management Company" means Athene Asset Management, L.P., a Cayman Islands exempted limited partnership and any successor entity or new entity that performs similar functions for the Company and its Subsidiaries.

"Award" has the meaning set forth in Article I hereof.

"Award Agreement" means any writing setting forth the terms of an Award that has been duly authorized and approved by the Board or the Committee.

"Board" means the Board of Directors of the Company.

“Bye-Laws” means the Seventh Amended and Restated Bye-Laws of the Company, as they may be further amended, supplemented, restated or otherwise modified from time to time.

“Capital Shares” means any and all shares of, interests and participations in, and other equivalents (however designated) of shares of the Company, including without limitation all Shares.

“Cause” means, with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in such Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on such Participant’s (A) commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) material non-curable breach of the Participant’s obligations hereunder or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates which are applicable to the Participant) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) disqualification or bar by any governmental or self-regulatory authority or the Participant’s loss of any governmental or self-regulatory license that is reasonably necessary for the Participant to perform his / her duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive has been made by any governmental or self-regulatory authority to terminate the Participant; or (J) failure to cure a material breach of his or her obligations under this Agreement or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of a Participant’s service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under the Plan.

“Closing Date” means November 3, 2011, which is the date the Company first sold Class A common shares to the Relevant Investor pursuant to the Pre-emptive Rights Offer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the Compensation Committee of the Board or such other committee appointed by the Board to administer the Plan.

“Company” has the meaning set forth in Article I hereof.

“Corporate Transaction” has the meaning set forth in Section 10.1 hereof.

“Disability” means, with respect to each Participant, (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in the Award Agreement; and (iii) in all other cases is a physical or mental impairment which, as reasonably determined by the Board, renders the Participant unable to perform the essential functions of his or her employment with his or her employer, even with reasonable accommodation that does not impose an undue hardship on his or her employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

“Effective Date” means the date the Plan is adopted by the Board.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Securities” has the meaning ascribed thereto in the Shareholders Agreement.

“Fair Market Value” means, the closing price of Shares on any national securities exchange or any national market system on that date, or if no prices are reported on that date, on the last preceding date on which such prices of Shares are so reported. If Shares are not then listed on any national securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Shares on the most recent date on which Shares were publicly traded. If the Shares are not publicly traded at the time a determination of its Fair Market Value is made, the Board shall reasonably determine its Fair Market Value in good faith as it deems appropriate (such determination will be made in the manner that satisfies Section 409A of the Code, and may be based on the advice of an independent investment banker or appraiser recognized to be an expert in making such valuations).

“Good Reason” means with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Participant following: (A) a reduction of greater than 10% in the Participant’s annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if Participant is

employed by the Asset Management Company), the Company or any of its Subsidiaries that employs the Participant (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in the Participant's title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless the Participant shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company's receipt of such written notice. Notwithstanding anything to the contrary herein, any material adverse change in the Participant's title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant, as a result of the Company's issuance of additional equity (including Excluded Securities) shall not constitute "Good Reason."

"IPO" means an underwritten initial public offering of the common equity of the Company.

"Liquidation" shall have the meaning set forth in the Shareholders Agreement.

"Notice" has the meaning set forth in Section 5.7 hereof.

"NSOs" has the meaning set forth in Article I hereof.

"Option" has the meaning set forth in Article I hereof.

"Option Price" means the purchase price per Share subject to an Option, as determined pursuant to Section 5.4 hereof.

"Option Shares" has the meaning set forth in Section 5.7(b) hereof.

"Participant" has the meaning set forth in Article IV hereof.

"Person" shall be construed broadly and shall include, without limitation, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Pre-emptive Rights Offer" means the pre-emptive rights offering of Class A common shares, issuable for \$11.16 per share, initiated by the Company by sending out notices of pre-emptive rights to its existing stockholders on or about November 3, 2011.

"Plan" has the meaning set forth in Article I hereof.

"Purchase Price" has the meaning set forth in Section 6.2 hereof.

“Realized Cash” means all amounts received by the Relevant Investor in respect of the Relevant Investor Shares, whether such amount is in cash, securities or otherwise, including, without limitation, all dividends and other distributions, including assets, all proceeds received from the sale of Relevant Investor Shares and all proceeds received from a Sale of the Company or a Liquidation of the Company (including, for the avoidance of doubt, all holdbacks, escrows, earn outs and other deferred payments upon the receipt of such amounts by the Relevant Investor and any amounts received in accordance with Section 4.5 of the Bye-Laws), provided that the value of any distributed assets shall be the fair market value of such assets at the time of distribution as reasonably determined by the Board. Notwithstanding the foregoing, securities received as a result of share splits, including a share split in the form of a share dividend and all other pro rata distributions of shares shall not be Realized Cash. In the event of a sale by the Relevant Investor of less than 100% of the Capital Shares held by the Relevant Investor, for purposes of determining Realized Cash, the Relevant Investor shall be deemed to sell its Capital Shares on a “first in, first out” basis.

“Registration Statement” means a registration statement filed by the Company with the U.S. Securities and Exchange Commission.

“Registration Rights Agreement” means the Third Amended and Restated Registration Rights Agreement, dated as of April 4, 2014, by and among the Company and the shareholders of the Company from time to time party thereto (as such may be amended, supplemented or modified from time to time).

“Relevant Investor” means, collectively, Stanhope Life II, L.P., Palmetto Athene Holdings, LLC and any successor legal entities to the foregoing persons as a result of a merger, consolidation or similar reorganization. For purposes of this Plan, the Relevant Investor shall be treated as one Person.

“Relevant Investor Investment” means direct or indirect investments in Capital Shares (whether in cash or in kind) of the Company made by the Relevant Investor on or after the Closing Date pursuant to the Pre-emptive Rights Offer, up to the maximum amount of the Total Commitment, but excluding any purchases or repurchases of Capital Shares on any securities exchange or any national market system after an initial public offering.

“Relevant Investor Shares” means Capital Shares held by the Relevant Investor and received with respect to the Relevant Investor Investment in the Company up to the maximum amount of the Total Commitment, but shall not include any Capital Shares held by the Relevant Investor as a result of investments exceeding the maximum amount of the Total Commitment or any Capital Shares held by the Relevant Investor prior to the Closing Date.

“Reserved Shares” means, at any time, an aggregate of 3,356,126 Shares, as the same may be adjusted at or prior to such time in accordance with Section 10.1.

“Restricted Shares” means an Award granted to a Participant pursuant to Article VII hereof.

“Restricted Share Unit” means an Award granted to a Participant pursuant to Article VIII hereof.

“Sale of the Company” shall have the meaning ascribed to such term in the Shareholders Agreement.

“Securities Act” means the Securities Act of 1933, as amended.

“Shareholders Agreement” means the Sixth Amended and Restated Shareholders Agreement, dated April 4, 2014, by and among the Company and the signatories party thereto, as it may be further amended, supplemented, restated or otherwise modified from time to time.

“Shares” means the Class M-2 common shares of the Company, par value \$0.001 per share, formerly the Class D common shares of the Company.

“Share Award” means an Award of the right to purchase Shares under Article VI of the Plan.

“Subscription Agreement” means any agreement by and between the Company and a Participant that relates to a subscription by such Participant to purchase Shares from the Company (as such may be amended, supplemented or modified from time to time).

“Subsidiary” means (i) any corporation or other entity of which the Company owns securities or interests having a majority, directly or indirectly, of the ordinary voting power in electing the board of directors, managers, general partners or similar governing Persons thereof, or (ii) for purposes of determining eligibility to receive an Award and become a Participant in the Plan, any other entity of which the Company owns securities or interests representing a majority, directly or indirectly, of the value of such entity.

“Termination Date” means the tenth anniversary of the Effective Date.

“Termination of Relationship” means, with respect to each Participant, the termination of the Participant’s services as an employee or director of, or consultant to, the Company, its Subsidiaries and the Asset Management Company for any reason, including as a result of the Subsidiary to which the Participant provides services no longer being a Subsidiary of the Company because of a sale, divestiture or other disposition of such Subsidiary.

“Total Commitment” means the purchase of an aggregate of 11,200,716.85 shares of Class A Common Stock of the Company at \$11.16 per share by Stanhope Life II, L.P. and Palmetto Athene Holdings, LLC for \$125 million.

“Total Invested Capital” means the aggregate U.S. dollar value of all Relevant Investor Investments. The U.S. dollar value of each Relevant Investor Investment shall be measured at the time of any such investment. Total Invested Capital is to be reasonably determined by the Board in good faith on a quarterly fiscal basis and shall be made available to the Participant as reasonably requested.

“Total Investor IRR” means the pretax compounded annual internal rate of return calculated on a quarterly basis realized by the Relevant Investor, based on the aggregate amount of Realized Cash received by the Relevant Investor. The Total Investor IRR shall be determined based on the actual time the Relevant Investor holds such Relevant Investor Investment and the Realized Cash received by the Relevant Investor during such period.

“Transferred” means, a sale, transfer, assignment, pledge, hypothecation, encumbrance in any way or other disposition of Restricted Shares (including any economic or voting interests with respect to such shares and including by way of hedging and other derivative transaction that limits or eliminates economic risk), either voluntarily or involuntarily and with or without consideration.

“Vested Options” means Options that have vested in accordance with the applicable Award Agreement.

ARTICLE III

ADMINISTRATION OF THE PLAN; SHARES SUBJECT TO THE PLAN

3.1 Committee.

The Plan shall be administered by the Board or the Committee. The term “Committee” shall, for all purposes of the Plan, be deemed to refer to the Board if the Board is administering the Plan.

3.2 Procedures.

The Committee shall adopt such rules and regulations as it shall deem appropriate concerning the holding of meetings and the administration of the Plan. A majority of the Committee shall constitute a quorum and the actions of the entire Committee present at a meeting, or actions approved in writing by the entire Committee, shall be the actions of the Committee.

3.3 Interpretation; Powers of Committee.

Except as may otherwise be expressly reserved to the Board as provided herein, and with respect to any Award, except as may otherwise be provided in the Award Agreement evidencing such Award or an employment or consulting agreement between the Participant and Company, the Committee shall have all powers with respect to the administration of the Plan, including the authority to:

- (a) determine eligibility and the particular persons or classes of persons who will receive Awards;
- (b) grant Awards to eligible persons or eligible classes of persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of Awards consistent with the express limits of the Plan, establish the installments (if any) in which such Awards will become exercisable or will vest and the respective consequences thereof (or determine that no delayed exercisability or vesting is required), and establish the events of termination or reversion of such Awards;

(c) approve the forms of Award Agreements, which need not be identical either as to type of Award or among Participants;

(d) construe and interpret the provisions of the Plan and any Award Agreement or other agreement defining the rights and obligations of the Company and Participants under the Plan, make factual determinations with respect to the administration of the Plan, further define the terms used in the Plan, and prescribe, amend and rescind rules and regulations relating to the administration of the Plan;

(e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards held by Participants, subject to any required consent under Article XIII;

(f) accelerate or extend the exercisability or extend the term of any or all outstanding Awards, subject to any consent required under Article XIII; and

(g) make all other determinations and take such other action as contemplated by this Plan or as may be necessary or advisable for the administration of this Plan and the effectuation of its purposes.

All decisions of the Board or the Committee, as the case may be, shall be reasonable and made in good faith and shall be conclusive and binding on all Participants in the Plan.

3.4 Powers of the Chief Executive Officer.

Subject to the Committee's approval, the Company's Chief Executive Officer may recommend terms and conditions of Awards to the Committee, but shall not have the authority to approve any Awards.

3.5 Compliance with Code Section 162(m).

In the event the Company becomes a "publicly-held corporation" as defined in Code §162(m)(2), the Company may establish a committee of outside directors meeting the requirements of Code §162(m)(2) to (i) approve Awards that might reasonably be anticipated to result in the payment of employee remuneration that would otherwise exceed the limit on employee remuneration deductible for income tax purposes by the Company pursuant to Code §162(m); and (ii) administer the Plan. In such event, the powers reserved to the Committee in the Plan shall be exercised by such compensation committee. In addition, Awards under the Plan may be granted upon satisfaction of the conditions to such grants provided pursuant to Code §162(m) and any Treasury Regulations promulgated thereunder.

3.6 Number of Shares.

Subject to the provisions of Article X (relating to adjustments upon changes in capital structure and other corporate transactions), the aggregate number of Shares with respect to which Awards may be granted under the Plan shall not exceed the Reserved Shares. Shares that are subject to or underlie Options granted under the Plan that expire or for any reason are canceled or terminated without having been exercised (or Shares subject to or underlying the unexercised

portion of any Options, in the case of Options that were partially exercised at the time of their expiration, cancellation or termination), as well as Shares that are subject to Share Awards made under the Plan that are not actually purchased pursuant to such Share Awards and Shares that are subject to Restricted Shares or Restricted Share Units that are forfeited, will again, except to the extent prohibited by law or applicable listing or regulatory requirements, be available for subsequent Award grants under the Plan.

3.7 Reservation of Shares.

The number of Shares reserved for issuance with respect to Awards granted under the Plan shall at no time be less than the maximum number of Shares which may be issued or delivered at any time pursuant to outstanding Awards.

ARTICLE IV

ELIGIBILITY

Awards may be granted under the Plan only to persons who are employees or directors of, or consultants to, the Company, any of its Subsidiaries or the Asset Management Company on the date of the grant. Each such person to whom an Award is granted under the Plan is referred to herein as a "Participant."

ARTICLE V

SHARE OPTIONS

5.1 General.

Options may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Option granted under the Plan shall be designated as an NSO and shall be subject to the terms and conditions applicable to NSOs set forth in the Plan. Each Option shall be evidenced by an Award Agreement incorporating the terms and provisions of the Plan that shall be executed by the Company and the Participant. The Award Agreement shall specify the number of Shares for which such Option shall be exercisable, the Option Price (as defined in Section 5.4 below) for such Shares and the other terms and conditions of the Option.

5.2 Vesting.

The Committee, in its sole discretion, shall determine and set forth such determination in the Award Agreement whether and to what extent any Options are subject to vesting based upon the Participant's continued service to, or the Participant's performance of duties for, the Company, any of its Subsidiaries or the Asset Management Company, or upon any other basis.

5.3 Date of Grant.

Except as may be otherwise provided in an Award Agreement, the date of grant of an Option under this Plan shall be the date as of which the Committee approves the grant.

5.4 Option Price.

The Option Price shall be determined by the Committee and set forth in the Award Agreement. In no event, however, may the Committee determine an Option Price that is less than the Fair Market Value of the Share on the date of grant.

5.5 Automatic Termination of Options.

Each Option granted under the Plan, to the extent not previously exercised, shall automatically terminate and shall become null and void and be of no further force or effect upon such date or dates as are set forth in the applicable Award Agreement, consistent with the terms of the Plan.

5.6 Payment of Option Price.

The aggregate Option Price shall be paid in cash (by wire transfer of immediately available funds to a bank account of the Company designated by the Committee or by delivery of a personal or certified check payable to the Company); provided that the Committee may, in its sole discretion, specify one or more of the following other forms of payment which may be used by a Participant (but only to the extent permitted by applicable law) upon exercise of his or her Option:

- (a) by surrender of Shares (by delivery of such shares or by attestation) with a Fair Market Value equal to the Option Price which were obtained by the Participant in the public market (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act);
- (b) to the extent permitted by applicable law, in compliance with any cashless exercise program authorized by the Board or the Committee for use in connection with the Plan at the time of such exercise (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act); or
- (c) a combination of the methods set forth in this Section 5.6.

5.7 Notice of Exercise.

A Participant (or other person, as provided in Section 11.2) may exercise an Option (for the Shares represented thereby) granted under the Plan in whole or in part (but for the purchase of whole Shares only), as provided in the Award Agreement evidencing his or her Option, by delivering a written notice (the "Notice") to the Secretary of the Company. The Notice shall state:

- (a) that the Participant elects to exercise the Option;
- (b) the number of Shares with respect to which the Option is being exercised (the "Option Shares");

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- (c) the method of payment for the Option Shares (which method must be available to the Participant under the terms of his or her Award Agreement);
 - (d) the date upon which the Participant desires to consummate the purchase of the Option Shares (which date must be prior to the termination of such Option); and
 - (e) any additional provisions consistent with the Plan as the Committee may from time to time require.

The exercise date of an Option shall be the date on which the Company receives the Notice from the Participant and, if applicable, payment of the aggregate Option Price for such Shares. Such Notice shall also contain, and any such exercise shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

Notwithstanding anything to the contrary herein or in any Award Agreement, an Option may only be exercised in an amount proportionate (determined with reference to the total number of Shares originally subject to the Award as may be adjusted pursuant to Article X) to the extent the Investors have then funded the Total Commitment relative to the aggregate Total Commitment.

5.8 Issuance of Certificates.

The Company shall issue share certificates in the name of the Participant (or other person exercising the applicable Option in accordance with the provisions of Section 11.2), representing the Shares purchased upon exercise of the Option as soon as practicable after receipt of the Notice and, if applicable, payment of the aggregate Option Price for such Shares; provided that the Company, in its sole discretion, may elect not to issue any fractional Shares upon the exercise of an Option (determining the fractional Shares after aggregating all Shares issuable to a single holder as a result of an exercise of an Option for more than one Share) and, in lieu of issuing such fractional Shares, shall pay the Participant the Fair Market Value thereof as determined by the Board in good faith. Neither the Participant nor any person exercising an Option in accordance with the provisions of Section 11.2 shall have any privileges as a shareholder of the Company with respect to any Shares issuable upon exercise of an Option granted under the Plan until the date of issuance of share certificates representing such Shares pursuant to this Section 5.8.

ARTICLE VI
SHARE AWARDS

6.1 General.

Share Awards may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Share Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the terms and conditions of the Share Award, including without limitation the number of Shares covered by the Share Award, the Purchase Price (as defined in Section 6.2 below), if any, for such Shares and the deadline for the purchase of such Shares.

6.2 Purchase Price; Payment

The price (the "Purchase Price"), if any, at which each Share covered by the Share Award may be purchased upon exercise of a Share Award shall be determined by the Committee and set forth in the applicable Award Agreement. The Company will not be obligated to issue certificates evidencing Shares purchased under this Article VI unless and until it receives full payment of the aggregate Purchase Price therefor and all other conditions to the purchase, as reasonably determined by the Committee, have been satisfied. The Purchase Price of any Shares subject to a Share Award must be paid in full at the time of the purchase.

6.3 Adoption Agreement.

Each Share Award shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable. In addition, to the extent determined applicable by the Committee, each Share Award shall be contingent upon the relevant Participant executing a Subscription Agreement in form and substance satisfactory to the Board.

ARTICLE VII
RESTRICTED SHARES

7.1 General.

Restricted Shares may be awarded either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Shares will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 7.3.

The Committee may, prior to grant, condition the vesting of Restricted Shares upon continued service of the Participant, upon the Participant's performance of duties or upon any other basis. The provisions of Restricted Share Awards need not be the same with respect to each recipient.

7.2 Awards and Certificates.

Restricted Shares shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more share certificates. Any certificate issued in respect of Restricted Shares shall be registered in the name of such Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

“The sale or other transfer of Shares represented by this certificate, whether voluntary, involuntary, or by operation of law, is subject to certain restrictions on transfer as set forth in the AMENDED AND RESTATED ATHENE HOLDING LTD., 2012 SHARE INCENTIVE PLAN, in an Award Agreement and in a Shareholders Agreement. A copy of the Plan, such Award Agreement and such Shareholders Agreement may be obtained from ATHENE HOLDING LTD.”

The Committee may require that the certificates evidencing such Shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Shares, the Participant shall have delivered a share power, endorsed in blank, relating to the Shares covered by such Award.

7.3 Terms and Conditions.

Restricted Shares shall be subject to the following terms and conditions:

(a) Subject to the provisions of the Plan and the Award Agreement referred to in Section 7.3(d), and except as otherwise permitted under the Shareholders Agreement, during the restricted period, the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber unvested Restricted Shares. Within these limits, the Committee may provide for the lapse of restrictions based upon period of service in installments or otherwise and may accelerate or waive, in whole or in part, restrictions based upon period of service, performance or other criteria as the Committee may determine.

(b) Except as provided in the Award Agreement, the Participant shall not have, with respect to the Restricted Shares, any of the rights of a shareholder of the Company holding the class or series of Shares that is the subject of the Restricted Shares, including, if applicable, the right to vote the Shares and the right to receive any cash dividends, unless and until such Restricted Shares have vested in accordance with their terms and the respective terms of the related Award Agreement, the Shareholders Agreement and the Bye-Laws.

(c) If and when any applicable restricted period expires without a prior forfeiture of Restricted Shares, with respect to Shares having associated legended certificates, unlegended certificates for such Shares shall be delivered to the Participant that no longer reference such forfeiture provisions (but continue to reference the Shareholders Agreement and include any other legends that may be required by law) upon surrender of the legended certificates.

(d) Each Award of Restricted Shares shall be confirmed by, and be subject to, the terms of an Award Agreement.

(e) Each Award of Restricted Shares shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

ARTICLE VIII

RESTRICTED SHARE UNITS

8.1 Nature of Award.

Restricted Share Units are Awards denominated in Shares that will be settled, subject to the terms and conditions of the Restricted Share Units, either by delivery of Shares to the Participant or by the payment of cash based upon the Fair Market Value of a specified number of Shares. Restricted Share Units may be awarded either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Share Units will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 8.2.

8.2 Terms and Conditions.

The Committee may, in connection with the grant of Restricted Share Units, condition the vesting thereof upon the continued service of the Participant to, or the Participant's performance of duties for, the Company, its Subsidiaries or the Asset Management Company. Each Award of Restricted Share Units shall be confirmed by, and be subject to, the terms of an Award Agreement. The applicable Award Agreement shall specify the consequences for the Restricted Share Units of the Participant's Termination of Relationship. An Award of Restricted Share Units shall be settled as and when the Restricted Share Units vest or at a later time specified by the Committee or in accordance with an election of the Participant, if the Committee so permits. Restricted Share Units may not be sold, assigned, transferred, pledged or otherwise encumbered until they are settled, except to the extent provided in the applicable Award Agreement in the event of the Participant's death. Restricted Share Units that are settled for Shares shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

ARTICLE IX

OTHER SHARE-BASED AWARDS

Other Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based upon, Shares, including (without limitation) dividend equivalents and convertible debentures, may be granted under the Plan. The Committee shall determine the time or times at which grants of such Awards will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, consistent with the terms of the Plan.

ARTICLE X

ADJUSTMENTS

10.1 Changes in Capital Structure.

In the event of an extraordinary share dividend, share split, reverse share split, share combination, or recapitalization or similar event affecting the capital structure of the Company, an extraordinary cash dividend, separation, spinoff or a reorganization (each, an "Adjustment Event"), then the Committee or the Board shall make substitutions or adjustments to: (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (B) the number and kind of Shares or other securities subject to outstanding Awards; (C) performance metrics and targets underlying outstanding Awards; and (D) the Option Price of outstanding Options, in each case, to the extent (if any) necessary to preserve (but not increase) the level of incentives by this Plan and the then-outstanding Awards. In the event of a merger, consolidation, acquisition of property or shares, share rights offering, liquidation, disaffiliation, or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), then the Committee or the Board shall make substitutions or adjustments to: (w) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (x) the number and kind of Shares or other securities subject to outstanding Awards; (y) performance metrics and targets underlying outstanding Awards; and (z) the Option Price of outstanding Options, in each case, to the extent (if any) necessary to preserve (but not increase) the level of incentives by this Plan and the then-outstanding Awards. In the case of Corporate Transactions, such adjustments may include, without limitation, (1) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Board in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which shareholders of Shares receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of an Option shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the Option Price of such Option shall conclusively be deemed valid); and (2) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards.

10.2 Special Rules.

The following rules shall apply in connection with Section 10.1 above:

(a) No adjustment shall be made for cash dividends (except as described in Section 10.1) or any new issuance of securities by the Company (including the issuance of Excluded Securities) for consideration (except in connection with a Corporate Transaction); and

(b) The determination as to whether any adjustment referred to in Section 10.1 is needed and the extent and nature of any such adjustment shall be made by the Committee or the Board in its discretion and shall, absent manifest error, be conclusive and binding on all Persons holding any Awards granted under the Plan.

10.3 Adjustment and Continuation of Awards.

If a Sale of the Company occurs, the parties to the Sale of the Company may agree that any Option, Shares, Restricted Shares, Restricted Share Units or other Award outstanding under the Plan immediately prior to the consummation of the Sale of the Company shall, at the effective time of the Sale of the Company, be assumed and continued on substantially the same vesting and other terms and conditions as a like Award with respect to shares of common stock of the successor or acquiring company (or a parent company). If an Option is assumed, the number of shares and exercise or base price per share covered by the assumed Award will be adjusted in accordance with the principles set forth in Sections 1.424-1(a)(5) and 1.409A-1(b)(5)(v)(D) of the Treasury Regulations. If a Restricted Share, Restricted Share Unit or other Award is assumed, the number of shares covered by the assumed Award will be a whole number that reflects the exchange ratio or value of the transaction consideration applicable with respect to holders of Shares in connection with the Sale of the Company.

10.4 Termination of Awards.

Any Award outstanding under the Plan immediately prior the consummation of a Sale of the Company that is not assumed pursuant to the preceding section will be terminated at the effective time of the Sale of the Company. If the terminated Award is an Option, then the holder of such Option will be entitled to receive at the effective time of the Sale of the Company a single sum payment equal to the excess, if any, of the transaction value of the Shares that are then covered by the Award over the aggregate Option Price for such Options, only to the extent that such Option was vested on the date of the Sale of the Company. No consideration will be payable in respect of the termination of an Option with a Option Price that is not more than the transaction value per Share or with regard to any Option that is unvested on the date of the Sale of the Company. The amount payable with respect to the termination of an outstanding Option pursuant to this section will be paid in cash, unless the parties to the Sale of the Company agree that some or all of such amount will be payable in the form of shares of common stock of the successor or acquiring company (or a parent company).

ARTICLE XI

RESTRICTIONS ON AWARDS

11.1 Compliance With Securities Laws.

No Awards shall be granted under the Plan, and no Shares shall be issued and delivered pursuant to Awards granted under the Plan, unless and until the Company and/or the Participant shall have complied with all applicable Federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

The Committee in its discretion may, as a condition to the delivery of any Shares pursuant to any Award granted under the Plan, require the applicable Participant (i) to represent in writing that the Shares received pursuant to such Award are being acquired for investment and not with a view to distribution and (ii) to make such other representations and warranties as are deemed reasonably appropriate by the Committee. Share certificates representing Shares acquired under the Plan that have not been registered under the Securities Act shall, if required by the Committee, bear such legends as may be required by the Shareholders Agreement and the applicable Award Agreement.

11.2 Nonassignability of Awards

No Award granted under this Plan shall be assignable or otherwise transferable by the Participant, except by designation of a beneficiary, by will or by the laws of descent and distribution, or as otherwise provided in the applicable Award Agreement. An Award may be exercised during the lifetime of the Participant only by the Participant, unless the Participant becomes subject to a Disability. If a Participant dies or becomes subject to a Disability, his Options shall thereafter be exercisable, during the period specified in the applicable Award Agreement (as the case may be), by his designated beneficiary or if no beneficiary has been designated in writing, by his executors or administrators to the full extent (but only to such extent) to which such Options were exercisable by the Participant at the time of (and after giving effect to any vesting that may occur in connection with) his death or Disability.

Before issuing any Shares under the Plan to any person who is not already a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable, the Company shall obtain an executed Adoption Agreement from such person.

11.3 No Right to an Award or Grant

Neither the adoption of the Plan nor any action of the Board or the Committee shall be deemed to give an employee, director, consultant any right to be granted an Option to purchase Shares or to receive an Award under the Plan, except as may be evidenced by an Award Agreement duly executed on behalf of the Company, and then only to the extent of and on the terms and conditions expressly set forth in the Award Agreement. The Plan will be unfunded. The Company will not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

11.4 No Evidence of Employment or Service

Nothing contained in the Plan or in any Award Agreement shall confer upon any Participant any right with respect to the continuation of his employment by or service with the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, any such Subsidiary or the Asset Management Company, in its sole discretion (subject to the terms of any separate agreement to the contrary), at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Award.

11.5 No Restriction of Corporate Action.

Nothing contained in the Plan or in any Award Agreement will be construed to prevent the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates from taking any corporate action which is deemed by the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates to be appropriate or in its best interest, whether such action would have an adverse effect on the Plan or any Award made under the Plan. No Participant or beneficiary of a Participant will have any claim against the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates as a result of any corporate action.

ARTICLE XII

TERM OF THE PLAN

This Plan shall become effective on the Effective Date and shall terminate on the Termination Date. No Awards may be granted after the Termination Date. Any Award outstanding as of the Termination Date shall remain in effect and the terms of the Plan will apply until such Award terminates as provided in the Plan or the applicable Award Agreement.

ARTICLE XIII

AMENDMENT OF PLAN

The Plan may be modified or amended in any respect, and at any time or from time to time, by the Board or by the Committee with the prior approval of the Board. Notwithstanding the foregoing, the Plan may not be modified or amended as it pertains to any existing Award Agreement without the consent of an applicable Participant where such modification or amendment would materially impair the rights of such Participant, it being understood that the modification of Option Price, exercise period, purchase price, repurchase price or vesting terms shall be deemed to materially impair the rights of Participants, unless such modifications are made pursuant to Article X. In addition, no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by applicable law or regulation or the listing standards of the securities exchange, that is, at the applicable time, the principal market for the Shares.

ARTICLE XIV

CAPTIONS

The use of captions in the Plan is for convenience. The captions are not intended to provide substantive rights.

ARTICLE XV

WITHHOLDING TAXES

Upon any exercise or payment of any Award, the Company shall have the right at its option and in its sole discretion to (i) require the Participant to pay or provide for payment in cash of the amount of any taxes which the Company, any of its Subsidiaries or the Asset Management Company may be required to withhold with respect to such exercise or payment (provided that, to the extent permitted by the Company, any such Subsidiary or the Asset Management Company, as applicable, the Participant may elect to pay or provide such amount in Shares); (ii) deduct from any amount payable to the Participant in cash or securities in respect of the Award the amount of any taxes which the Company, any such Subsidiary or the Asset Management Company, as applicable, may be required to withhold with respect to such exercise or payment; or (iii) reduce the number of Shares to be delivered to the Participant in connection with such exercise or payment by the appropriate number of Shares, valued at their then Fair Market Value, to satisfy the minimum withholding obligation. In no event will the value of Shares withheld under clause (iii) above exceed the minimum amount of required withholding under applicable law.

ARTICLE XVI

SECTION 83(b) ELECTION

To the extent permitted by the Board or Committee, and unless otherwise provided in an Award Agreement, each recipient of Restricted Shares may, but is not obligated to, make an election under Section 83(b) of the Code to be taxed currently with respect to such Award. The election permitted under this Article XVI shall comply in all respects with and shall be made within the period of time prescribed under Section 83(b) of the Code. Each Participant shall prepare such forms as are required to make an election under Section 83(b) of the Code. The Company shall have no liability to any grantee who fails to make a permitted Section 83(b) election in a timely manner. In addition, the Company shall have no liability and makes no representation regarding the advisability of making an election under Section 83(b) of the Code, or regarding the tax, financial and other consequences of Awards.

ARTICLE XVII

CODE SECTION 409A COMPLIANCE

It is the intent of the Company that the awards under this Plan and the Committee's exercise of authority or discretion with respect thereto shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. The Plan and the terms and conditions of the awards granted under this Plan shall be construed and interpreted consistent with that intent.

Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan or any Award Agreement to a

“specified employee” (as defined under Section 409A of the Code) as a result of his or her termination of service shall be delayed for the first six (6) months following such termination of service and shall instead be paid as soon as administratively practicable following the end of such six-month period (or, if earlier, within 10 business days following the date of death of the specified employee).

ARTICLE XVIII

SECTION 16 COMPLIANCE

In the event that the Company becomes subject to Section 16 of the Exchange Act, it is intended that the Plan and any Award made to a Participant subject to Section 16 of the Exchange Act will meet all of the requirements of Rule 16b-3. Accordingly, unless otherwise provided by the Committee, if any provisions of the Plan or any Award would disqualify the Plan or the Award, or would otherwise not comply with Rule 16b-3, such provision or Award will be construed or deemed amended to conform to Rule 16b-3.

ARTICLE XIX

OTHER PROVISIONS

Each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion.

ARTICLE XX

NUMBER AND GENDER

With respect to words used in the Plan, the singular form shall include the plural form, the masculine gender shall include the feminine gender, and vice versa, as the context requires.

ARTICLE XXI

MISCELLANEOUS

21.1 Subsidiary Employees.

In the case of a grant of an Award to an employee or director or consultant to any Subsidiary of the Company or the Asset Management Company, the Company may, if the Committee so directs, issue or transfer the Common Shares, if any, covered by the Award to the Subsidiary or the Asset Management Company, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Subsidiary or the Asset Management Company will transfer the Common Shares to the employee, director or consultant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All Common Shares underlying Awards that are forfeited or canceled should revert to the Company.

21.2 Foreign Employees and Foreign Law Considerations.

The Committee may grant Awards to individuals who are eligible to participate in the plan who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

21.3 Erroneously Awarded Compensation.

All Awards, if and to the extent subject to the Dodd-Frank Wall Street Reform and Consumer Protection Act, may be subject to a claw back policy or other incentive compensation policy established from time to time by the Company to comply with such Act.

ARTICLE XXII

GOVERNING LAW

All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Awards granted hereunder shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Plan, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

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As amended and restated by the Board of Directors of ATHENE HOLDING LTD., on _____, 2014.

**ATHENE HOLDING LTD.,
2014 SHARE INCENTIVE PLAN**

ARTICLE I

PURPOSE OF THE PLAN

The purpose of the ATHENE HOLDING LTD., 2014 SHARE INCENTIVE PLAN (the "Plan") is (i) to further the growth and success of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), and its Subsidiaries (as such terms are hereinafter defined) by enabling directors and employees of, or consultants to, the Company, its Subsidiaries and the Asset Management Company (as hereinafter defined) to acquire Shares (as hereinafter defined), thereby increasing their personal interest in such growth and success, and (ii) to provide a means of rewarding outstanding performance by such persons to the growth and success of the Company and its Subsidiaries. Awards granted under the Plan (the "Awards") shall be nonqualified share options (referred to herein as "Options" or "NSOs"), rights to purchase Shares, restricted shares (referred to herein as "Restricted Shares"), restricted share units (referred to herein as "Restricted Share Units") and other awards settleable in, or based upon, Shares ("Other Share-Based Awards").

ARTICLE II

DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

"AAA Investor" means AAA Guarantor – Athene, L.P. and any successor legal entity to the foregoing person as a result of a merger, consolidation or similar reorganization.

"AAA Investor Investment" means direct or indirect investments in Capital Shares (whether in cash or in kind) made by the AAA Investor on or after October 30, 2012 in connection with the Contribution Agreement by and among Athene, the Relevant Investor, AAA Investments, L.P. and AP Alternative Assets, L.P. dated October 30, 2012 but shall not include (i) investments in any such Capital Shares acquired in connection with fulfilling a commitment to purchase shares which commitment was entered into prior to October 30, 2012 or (ii) any purchases or repurchases of Capital Shares on any securities exchange or any national market system after an IPO.

"AAA Investor Shares" means Capital Shares held by the AAA Investor and received with respect to the AAA Investor Investment in the Company on or after October 30, 2012.

"Adoption Agreement" means an agreement between the Company and a Participant, pursuant to which such Participant agrees to become a party to the Shareholders Agreement and/or the Registration Rights Agreement.

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person and/or one or more Affiliates thereof. As used in this definition and the definition of

the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through the ownership of securities or any partnership or other ownership interests, by contract or otherwise) of a Person.

“Asset Management Company” means Athene Asset Management, L.P., a Cayman Islands exempted limited partnership and any successor entity or new entity that performs similar functions for the Company and its Subsidiaries.

“Award” has the meaning set forth in Article I hereof.

“Award Agreement” means any writing setting forth the terms of an Award that has been duly authorized and approved by the Board or the Committee.

“Board” means the Board of Directors of the Company.

“Bye-Laws” means the Seventh Amended and Restated Bye-Laws of the Company, as they may be further amended, supplemented, restated or otherwise modified from time to time.

“Capital Shares” means any and all shares of, interests and participations in, and other equivalents (however designated) of shares of the Company, including without limitation all Shares.

“Cause” means, with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in such Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on such Participant’s (A) commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) material non-curable breach of the Participant’s obligations hereunder or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates which are applicable to the Participant) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) knowing attempt to obstruct or

knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) disqualification or bar by any governmental or self-regulatory authority or the Participant's loss of any governmental or self-regulatory license that is reasonably necessary for the Participant to perform his / her duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive has been made by any governmental or self-regulatory authority to terminate the Participant; or (J) failure to cure a material breach of his or her obligations under this Agreement or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of a Participant's service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under the Plan.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Compensation Committee of the Board or such other committee appointed by the Board to administer the Plan.

"Company" has the meaning set forth in Article I hereof.

"Corporate Transaction" has the meaning set forth in Section 10.1 hereof.

"Disability" means, with respect to each Participant, (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in the Award Agreement; and (iii) in all other cases is a physical or mental impairment which, as reasonably determined by the Board, renders the Participant unable to perform the essential functions of his or her employment with his or her employer, even with reasonable accommodation that does not impose an undue hardship on his or her employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

"Effective Date" means the date the Plan is adopted by the Board.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Securities" has the meaning ascribed thereto in the Shareholders Agreement.

"Fair Market Value" means, the closing price of Shares on any national securities exchange or any national market system on that date, or if no prices are reported on that date, on the last preceding date on which such prices of Shares are so reported. If Shares are not then listed on any national securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Shares on the most recent date on which Shares were publicly traded. If the Shares are not publicly traded at the time a

determination of its Fair Market Value is made, the Board shall reasonably determine its Fair Market Value in good faith as it deems appropriate (such determination will be made in the manner that satisfies Section 409A of the Code, and may be based on the advice of an independent investment banker or appraiser recognized to be an expert in making such valuations).

“Good Reason” means with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Participant following: (A) a reduction of greater than 10% in the Participant’s annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if the Participant is employed by the Asset Management Company), the Company or any of its Subsidiaries that employs the Participant (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in the Participant’s title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless the Participant shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company’s receipt of such written notice. Notwithstanding anything to the contrary herein, any material adverse change in the Participant’s title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant, as a result of the Company’s issuance of additional equity (including Excluded Securities) shall not constitute “Good Reason.”

“IPO” means an underwritten initial public offering of the common equity of the Company.

“Liquidation” shall have the meaning set forth in the Shareholders Agreement.

“Notice” has the meaning set forth in Section 5.7 hereof.

“NSOs” has the meaning set forth in Article I hereof.

“Offering Date” means the initial closing date of the 2014 Offering.

“Option” has the meaning set forth in Article I hereof.

“Option Price” means the purchase price per Share subject to an Option, as determined pursuant to Section 5.4 hereof.

“Option Shares” has the meaning set forth in Section 5.7(b) hereof.

“Participant” has the meaning set forth in Article IV hereof.

“Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Plan” has the meaning set forth in Article I hereof.

“Purchase Price” has the meaning set forth in Section 6.2 hereof.

“Realized Cash” means all amounts received by the AAA Investor or the Relevant Investors in respect of the AAA Investor Shares or the Relevant Investor Shares, as applicable, whether such amount is in cash, securities or otherwise, including, without limitation, all dividends and other distributions, including assets, all proceeds received from the sale of such shares and all proceeds received from a Sale of the Company or a Liquidation of the Company (including, for the avoidance of doubt, all holdbacks, escrows, earn outs and other deferred payments upon the receipt of such amounts by the AAA Investor or the Relevant Investors, as applicable, and any amounts received in accordance with Section 4.5 of the By-Laws), provided that the value of any distributed assets shall be the fair market value of such assets at the time of distribution as reasonably determined by the Board. Notwithstanding the foregoing, securities received as a result of share splits, including a share split in the form of a share dividend and all other pro rata distributions of shares shall not be Realized Cash. In the event of a sale by the AAA Investor or the Relevant Investors of less than 100% of the Capital Shares held thereby, for purposes of determining Realized Cash, the AAA Investor or the Relevant Investors, as applicable, shall be deemed to sell its Capital Shares on a “first in, first out” basis.

“Registration Rights Agreement” means the Third Amended and Restated Registration Rights Agreement, dated as of April 4, 2014, by and among the Company and the shareholders of the Company from time to time party thereto (as such may be amended, supplemented or modified from time to time).

“Relevant Investors” mean investors committing to purchase Capital Shares of the Company in the 2014 Offering and any successor legal entities to the foregoing persons as a result of a merger, consolidation or similar reorganization. For purposes of this Plan, the Relevant Investors shall be treated as one Person.

“Relevant Investor Investment” means direct or indirect investments in Capital Shares (whether in cash or in kind) made by the Relevant Investors on or after the Offering Date in connection with the 2014 Offering but shall not include any purchases or repurchases of Capital Shares on any securities exchange or any national market system after an IPO.

“Relevant Investor Shares” means Capital Shares held by the Relevant Investors and received with respect to the Relevant Investor Investment in the Company on or after the Offering Date.

“Reserved Shares” means, at any time, an aggregate of (i) 7,500,000 Class M-3 common shares of the Company, (ii) 7,500,000 Class M-4 common shares of the Company, (iii) any Class M-1 common shares of the Company previously authorized for awards but not issued under the Amended and Restated Athene Holding Ltd., 2009 Share Incentive Plan, (iv) any Class M-2 common shares of the Company previously authorized for awards but not issued under the Athene Holding Ltd., 2012 Share Incentive Plan, and (v) 8,000,000 Class A common shares, in each case as the same may be adjusted at or prior to such time in accordance with Section 10.1.

“Restricted Shares” means an Award granted to a Participant pursuant to Article VII hereof.

“Restricted Share Unit” means an Award granted to a Participant pursuant to Article VIII hereof.

“Sale of the Company” shall have the meaning ascribed to such term in the Shareholders Agreement.

“Securities Act” means the Securities Act of 1933, as amended.

“Shareholders Agreement” means the Sixth Amended and Restated Shareholders Agreement, dated April 4, 2014, by and among the Company and the signatories party thereto, as it may be further amended, supplemented, restated or otherwise modified from time to time.

“Shares” means, as applicable, the Class A, Class M-1, Class M-2, Class M-3 and/or Class M-4 common shares of the Company.

“Share Award” means an Award of the right to purchase Shares under Article VI of the Plan.

“Subscription Agreement” means any agreement by and between the Company and a Participant that relates to a subscription by such Participant to purchase Shares from the Company (as such may be amended, supplemented or modified from time to time).

“Subsidiary” means (i) any corporation or other entity of which the Company owns securities or interests having a majority, directly or indirectly, of the ordinary voting power in electing the board of directors, managers, general partners or similar governing Persons thereof, or (ii) for purposes of determining eligibility to receive an Award and become a Participant in the Plan, any other entity of which the Company owns securities or interests representing a majority, directly or indirectly, of the value of such entity.

“Termination Date” means the tenth anniversary of the Effective Date.

“Termination of Relationship” means, with respect to each Participant, the termination of the Participant’s services as an employee or director of, or consultant to, the Company, its Subsidiaries and the Asset Management Company for any reason, including as a result of the Subsidiary to which the Participant provides services no longer being a Subsidiary of the Company because of a sale, divestiture or other disposition of such Subsidiary.

“Total Invested Capital” means, as applicable, the aggregate U.S. dollar value of all AAA Investor Investments or the aggregate U.S. dollar value of all Relevant Investor Investments. The U.S. dollar value of each such AAA Investor Investment or Relevant Investor Investment shall be measured at the time of any such investment. Total Invested Capital is to be reasonably determined by the Board in good faith on a regular basis and shall be made available to the Participant as reasonably requested.

“Total Investor IRR” means the pretax compounded annual internal rate of return realized by the AAA Investor or the Relevant Investors, based on the aggregate amount of Realized Cash received by the AAA Investor or the Relevant Investors, as applicable. The Total Investor IRR shall be determined based on the actual time periods the AAA Investor or the Relevant Investors hold the AAA Investor Investment or the Relevant Investor Investment, as applicable, and the Realized Cash received with respect thereto during such periods.

“Transferred” means, a sale, transfer, assignment, pledge, hypothecation, encumbrance in any way or other disposition of Restricted Shares (including any economic or voting interests with respect to such shares and including by way of hedging and other derivative transaction that limits or eliminates economic risk), either voluntarily or involuntarily and with or without consideration.

“2014 Offering” means the Company’s 2014 private placement of its common shares.

ARTICLE III

ADMINISTRATION OF THE PLAN; SHARES SUBJECT TO THE PLAN

3.1 Committee.

The Plan shall be administered by the Board or the Committee. The term “Committee” shall, for all purposes of the Plan, be deemed to refer to the Board if the Board is administering the Plan.

3.2 Procedures.

The Committee shall adopt such rules and regulations as it shall deem appropriate concerning the holding of meetings and the administration of the Plan. A majority of the Committee shall constitute a quorum and the actions of the entire Committee present at a meeting, or actions approved in writing by the entire Committee, shall be the actions of the Committee.

3.3 Interpretation; Powers of Committee.

Except as may otherwise be expressly reserved to the Board as provided herein, and with respect to any Award, except as may otherwise be provided in the Award Agreement evidencing such Award or an employment or consulting agreement between the Participant and Company, the Committee shall have all powers with respect to the administration of the Plan, including the authority to:

- (a) determine eligibility and the particular persons or classes of persons who will receive Awards;

(b) grant Awards to eligible persons or eligible classes of persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of Awards consistent with the express limits of the Plan, establish the installments (if any) in which such Awards will become exercisable or will vest and the respective consequences thereof (or determine that no delayed exercisability or vesting is required), and establish the events of termination or reversion of such Awards;

(c) approve the forms of Award Agreements, which need not be identical either as to type of Award or among Participants;

(d) construe and interpret the provisions of the Plan and any Award Agreement or other agreement defining the rights and obligations of the Company and Participants under the Plan, make factual determinations with respect to the administration of the Plan, further define the terms used in the Plan, and prescribe, amend and rescind rules and regulations relating to the administration of the Plan;

(e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards held by Participants, subject to any required consent under Article XIII;

(f) accelerate or extend the exercisability or extend the term of any or all outstanding Awards, subject to any consent required under Article XIII; and

(g) make all other determinations and take such other action as contemplated by this Plan or as may be necessary or advisable for the administration of this Plan and the effectuation of its purposes.

All decisions of the Board or the Committee, as the case may be, shall be reasonable and made in good faith and shall be conclusive and binding on all Participants in the Plan.

3.4 Powers of the Chief Executive Officer.

Subject to the Committee's approval, the Company's Chief Executive Officer may recommend terms and conditions of Awards to the Committee, but shall not have the authority to approve any Awards.

3.5 Compliance with Code Section 162(m).

In the event the Company becomes a "publicly-held corporation" as defined in Code §162(m)(2), the Company may establish a committee of outside directors meeting the requirements of Code §162(m)(2) to (i) approve Awards that might reasonably be anticipated to result in the payment of employee remuneration that would otherwise exceed the limit on employee remuneration deductible for income tax purposes by the Company pursuant to Code §162(m); and (ii) administer the Plan. In such event, the powers reserved to the Committee in the Plan shall be exercised by such compensation committee. In addition, Awards under the Plan may be granted upon satisfaction of the conditions to such grants provided pursuant to Code §162(m) and any Treasury Regulations promulgated thereunder.

3.6 Number of Shares.

Subject to the provisions of Article X (relating to adjustments upon changes in capital structure and other corporate transactions), the aggregate number of Shares with respect to which Awards may be granted under the Plan shall not exceed the Reserved Shares. Shares that are subject to or underlie Options granted under the Plan that expire or for any reason are canceled or terminated without having been exercised (or Shares subject to or underlying the unexercised portion of any Options, in the case of Options that were partially exercised at the time of their expiration, cancellation or termination), as well as Shares that are subject to Share Awards made under the Plan that are not actually purchased pursuant to such Share Awards and Shares that are subject to Restricted Shares or Restricted Share Units that are forfeited, will again, except to the extent prohibited by law or applicable listing or regulatory requirements, be available for subsequent Award grants under the Plan.

3.7 Reservation of Shares.

The number of Shares reserved for issuance with respect to Awards granted under the Plan shall at no time be less than the maximum number of Shares which may be issued or delivered at any time pursuant to outstanding Awards.

ARTICLE IV

ELIGIBILITY

Awards may be granted under the Plan only to persons who are employees or directors of, or consultants to, the Company, any of its Subsidiaries or the Asset Management Company on the date of the grant. Each such person to whom an Award is granted under the Plan is referred to herein as a "Participant."

ARTICLE V

SHARE OPTIONS

5.1 General.

Options may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Option granted under the Plan shall be designated as an NSO and shall be subject to the terms and conditions applicable to NSOs set forth in the Plan. Each Option shall be evidenced by an Award Agreement incorporating the terms and provisions of the Plan that shall be executed by the Company and the Participant. The Award Agreement shall specify the number of Shares for which such Option shall be exercisable, the Option Price (as defined in Section 5.4 below) for such Shares and the other terms and conditions of the Option.

5.2 Vesting.

The Committee, in its sole discretion, shall determine and set forth such determination in the Award Agreement whether and to what extent any Options are subject to vesting based upon the Participant's continued service to, or the Participant's performance of duties for, the Company, any of its Subsidiaries or the Asset Management Company, or upon any other basis.

5.3 Date of Grant.

Except as may be otherwise provided in an Award Agreement, the date of grant of an Option under this Plan shall be the date as of which the Committee approves the grant.

5.4 Option Price.

The Option Price shall be determined by the Committee and set forth in the Award Agreement. In no event, however, may the Committee determine an Option Price that is less than the Fair Market Value of the Share on the date of grant.

5.5 Automatic Termination of Options.

Each Option granted under the Plan, to the extent not previously exercised, shall automatically terminate and shall become null and void and be of no further force or effect upon such date or dates as are set forth in the applicable Award Agreement, consistent with the terms of the Plan.

5.6 Payment of Option Price.

The aggregate Option Price shall be paid in cash (by wire transfer of immediately available funds to a bank account of the Company designated by the Committee or by delivery of a personal or certified check payable to the Company); provided that the Committee may, in its sole discretion, specify one or more of the following other forms of payment which may be used by a Participant (but only to the extent permitted by applicable law) upon exercise of his or her Option:

- (a) by surrender of Shares (by delivery of such shares or by attestation) with a Fair Market Value equal to the Option Price which were obtained by the Participant in the public market (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act);
- (b) to the extent permitted by applicable law, in compliance with any cashless exercise program authorized by the Board or the Committee for use in connection with the Plan at the time of such exercise (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act); or
- (c) a combination of the methods set forth in this Section 5.6.

5.7 Notice of Exercise.

A Participant (or other person, as provided in Section 11.2) may exercise an Option (for the Shares represented thereby) granted under the Plan in whole or in part (but for the purchase of whole Shares only), as provided in the Award Agreement evidencing his or her Option, by delivering a written notice (the "Notice") to the Secretary of the Company. The Notice shall state:

- (a) that the Participant elects to exercise the Option;

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- (b) the number of Shares with respect to which the Option is being exercised (the “Option Shares”);
 - (c) the method of payment for the Option Shares (which method must be available to the Participant under the terms of his or her Award Agreement);
 - (d) the date upon which the Participant desires to consummate the purchase of the Option Shares (which date must be prior to the termination of such Option); and
 - (e) any additional provisions consistent with the Plan as the Committee may from time to time require.

The exercise date of an Option shall be the date on which the Company receives the Notice from the Participant and, if applicable, payment of the aggregate Option Price for such Shares. Such Notice shall also contain, and any such exercise shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

5.8 Issuance of Certificates.

The Company shall issue share certificates in the name of the Participant (or other person exercising the applicable Option in accordance with the provisions of Section 11.2), representing the Shares purchased upon exercise of the Option as soon as practicable after receipt of the Notice and, if applicable, payment of the aggregate Option Price for such Shares; provided that the Company, in its sole discretion, may elect not to issue any fractional Shares upon the exercise of an Option (determining the fractional Shares after aggregating all Shares issuable to a single holder as a result of an exercise of an Option for more than one Share) and, in lieu of issuing such fractional Shares, shall pay the Participant the Fair Market Value thereof as determined by the Board in good faith. Neither the Participant nor any person exercising an Option in accordance with the provisions of Section 11.2 shall have any privileges as a shareholder of the Company with respect to any Shares issuable upon exercise of an Option granted under the Plan until the date of issuance of share certificates representing such Shares pursuant to this Section 5.8.

ARTICLE VI
SHARE AWARDS

6.1 General.

Share Awards may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Share Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the terms and conditions of the Share Award, including without limitation the number of Shares covered by the Share Award, the Purchase Price (as defined in Section 6.2 below), if any, for such Shares and the deadline for the purchase of such Shares.

6.2 Purchase Price; Payment

The price (the "Purchase Price"), if any, at which each Share covered by the Share Award may be purchased upon exercise of a Share Award shall be determined by the Committee and set forth in the applicable Award Agreement. The Company will not be obligated to issue certificates evidencing Shares purchased under this Article VI unless and until it receives full payment of the aggregate Purchase Price therefor and all other conditions to the purchase, as reasonably determined by the Committee, have been satisfied. The Purchase Price of any Shares subject to a Share Award must be paid in full at the time of the purchase.

6.3 Adoption Agreement.

Each Share Award shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable. In addition, to the extent determined applicable by the Committee, each Share Award shall be contingent upon the relevant Participant executing a Subscription Agreement in form and substance satisfactory to the Board.

ARTICLE VII
RESTRICTED SHARES

7.1 General.

Restricted Shares may be awarded either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Shares will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 7.3.

The Committee may, prior to grant, condition the vesting of Restricted Shares upon continued service of the Participant, upon the Participant's performance of duties or upon any other basis. The provisions of Restricted Share Awards need not be the same with respect to each recipient.

7.2 Awards and Certificates.

Restricted Shares shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more share certificates. Any certificate issued in respect of Restricted Shares shall be registered in the name of such Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

“The sale or other transfer of Shares represented by this certificate, whether voluntary, involuntary, or by operation of law, is subject to certain restrictions on transfer as set forth in the ATHENE HOLDING LTD., 2014 SHARE INCENTIVE PLAN, in an Award Agreement and in a Shareholders Agreement. A copy of the Plan, such Award Agreement and such Shareholders Agreement may be obtained from ATHENE HOLDING LTD.”

The Committee may require that the certificates evidencing such Shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Shares, the Participant shall have delivered a share power, endorsed in blank, relating to the Shares covered by such Award.

7.3 Terms and Conditions.

Restricted Shares shall be subject to the following terms and conditions:

(a) Subject to the provisions of the Plan and the Award Agreement referred to in Section 7.3(d), and except as otherwise permitted under the Shareholders Agreement, during the restricted period, the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber unvested Restricted Shares. Within these limits, the Committee may provide for the lapse of restrictions based upon period of service in installments or otherwise and may accelerate or waive, in whole or in part, restrictions based upon period of service, performance or other criteria as the Committee may determine.

(b) Except as provided in the Award Agreement, the Participant shall not have, with respect to the Restricted Shares, any of the rights of a shareholder of the Company holding the class or series of Shares that is the subject of the Restricted Shares, including, if applicable, the right to vote the Shares and the right to receive any cash dividends, unless and until such Restricted Shares have vested in accordance with their terms and the respective terms of the related Award Agreement, the Shareholders Agreement and the Bye-Laws.

(c) If and when any applicable restricted period expires without a prior forfeiture of Restricted Shares, with respect to Shares having associated legended certificates, unlegended certificates for such Shares shall be delivered to the Participant that no longer reference such forfeiture provisions (but continue to reference the Shareholders Agreement and include any other legends that may be required by law) upon surrender of the legended certificates.

(d) Each Award of Restricted Shares shall be confirmed by, and be subject to, the terms of an Award Agreement.

(e) Each Award of Restricted Shares shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

ARTICLE VIII

RESTRICTED SHARE UNITS

8.1 Nature of Award.

Restricted Share Units are Awards denominated in Shares that will be settled, subject to the terms and conditions of the Restricted Share Units, either by delivery of Shares to the Participant or by the payment of cash based upon the Fair Market Value of a specified number of Shares. Restricted Share Units may be awarded either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Share Units will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 8.2.

8.2 Terms and Conditions.

The Committee may, in connection with the grant of Restricted Share Units, condition the vesting thereof upon the continued service of the Participant to, or the Participant's performance of duties for, the Company, its Subsidiaries or the Asset Management Company. Each Award of Restricted Share Units shall be confirmed by, and be subject to, the terms of an Award Agreement. The applicable Award Agreement shall specify the consequences for the Restricted Share Units of the Participant's Termination of Relationship. An Award of Restricted Share Units shall be settled as and when the Restricted Share Units vest or at a later time specified by the Committee or in accordance with an election of the Participant, if the Committee so permits. Restricted Share Units may not be sold, assigned, transferred, pledged or otherwise encumbered until they are settled, except to the extent provided in the applicable Award Agreement in the event of the Participant's death. Restricted Share Units that are settled for Shares shall be contingent upon, to the extent such Participant is not then a party to the Shareholders Agreement and the Registration Rights Agreement (and either of such Agreements remains in effect on such date), an executed Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable.

ARTICLE IX

OTHER SHARE-BASED AWARDS

Other Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based upon, Shares, including (without limitation) dividend equivalents and convertible debentures, may be granted under the Plan. The Committee shall determine the time or times at which grants of such Awards will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, consistent with the terms of the Plan.

ARTICLE X

ADJUSTMENTS

10.1 Changes in Capital Structure.

In the event of an extraordinary share dividend, share split, reverse share split, share combination, or recapitalization or similar event affecting the capital structure of the Company, an extraordinary cash dividend, separation, spinoff or a reorganization (each, an "Adjustment Event"), then the Committee or the Board shall make substitutions or adjustments to: (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (B) the number and kind of Shares or other securities subject to outstanding Awards; (C) performance metrics and targets underlying outstanding Awards; and (D) the Option Price of outstanding Options, in each case, to the extent (if any) necessary to preserve (but not increase) the level of incentives by this Plan and the then-outstanding Awards. In the event of a merger, consolidation, acquisition of property or shares, share rights offering, liquidation, disaffiliation, or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), then the Committee or the Board shall make substitutions or adjustments to: (w) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (x) the number and kind of Shares or other securities subject to outstanding Awards; (y) performance metrics and targets underlying outstanding Awards; and (z) the Option Price of outstanding Options, in each case, to the extent (if any) necessary to preserve (but not increase) the level of incentives by this Plan and the then-outstanding Awards. In the case of Corporate Transactions, such adjustments may include, without limitation, (1) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Board in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which shareholders of Shares receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of an Option shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the Option Price of such Option shall conclusively be deemed valid); and (2) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards.

10.2 Special Rules.

The following rules shall apply in connection with Section 10.1 above:

(a) No adjustment shall be made for cash dividends (except as described in Section 10.1) or any new issuance of securities by the Company (including the issuance of Excluded Securities) for consideration (except in connection with a Corporate Transaction);

(b) The determination as to whether any adjustment referred to in Section 10.1 is needed and the extent and nature of any such adjustment shall be made by the Committee or the Board in its discretion and shall, absent manifest error, be conclusive and binding on all Persons holding any Awards granted under the Plan.

10.3 Adjustment and Continuation of Awards.

If a Sale of the Company occurs, the parties to the Sale of the Company may agree that any Option, Shares, Restricted Shares, Restricted Share Units or other Award outstanding under the Plan immediately prior to the consummation of the Sale of the Company shall, at the effective time of the Sale of the Company, be assumed and continued on substantially the same vesting and other terms and conditions as a like Award with respect to shares of common stock of the successor or acquiring company (or a parent company). If an Option is assumed, the number of shares and exercise or base price per share covered by the assumed Award will be adjusted in accordance with the principles set forth in Sections 1.424-1(a)(5) and 1.409A-1(b)(5)(v)(D) of the Treasury Regulations. If a Restricted Share, Restricted Share Unit or other Award is assumed, the number of shares covered by the assumed Award will be a whole number that reflects the exchange ratio or value of the transaction consideration applicable with respect to holders of Shares in connection with the Sale of the Company.

10.4 Termination of Awards.

Any Award outstanding under the Plan immediately prior the consummation of a Sale of the Company that is not assumed pursuant to the preceding section will be terminated at the effective time of the Sale of the Company. If the terminated Award is an Option, then the holder of such Option will be entitled to receive at the effective time of the Sale of the Company a single sum payment equal to the excess, if any, of the transaction value of the Shares that are then covered by the Award over the aggregate Option Price for such Options, only to the extent that such Option was vested on the date of the Sale of the Company. No consideration will be payable in respect of the termination of an Option with a Option Price that is not more than the transaction value per Share or with regard to any Option that is unvested on the date of the Sale of the Company. The amount payable with respect to the termination of an outstanding Option pursuant to this section will be paid in cash, unless the parties to the Sale of the Company agree that some or all of such amount will be payable in the form of shares of common stock of the successor or acquiring company (or a parent company).

ARTICLE XI

RESTRICTIONS ON AWARDS

11.1 Compliance With Securities Laws

No Awards shall be granted under the Plan, and no Shares shall be issued and delivered pursuant to Awards granted under the Plan, unless and until the Company and/or the Participant shall have complied with all applicable Federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

The Committee in its discretion may, as a condition to the delivery of any Shares pursuant to any Award granted under the Plan, require the applicable Participant (i) to represent in writing that the Shares received pursuant to such Award are being acquired for investment and not with a view to distribution and (ii) to make such other representations and warranties as are deemed reasonably appropriate by the Committee. Share certificates representing Shares acquired under the Plan that have not been registered under the Securities Act shall, if required by the Committee, bear such legends as may be required by the Shareholders Agreement and the applicable Award Agreement.

11.2 Nonassignability of Awards

No Award granted under this Plan shall be assignable or otherwise transferable by the Participant, except by designation of a beneficiary, by will or by the laws of descent and distribution, or as otherwise provided in the applicable Award Agreement. An Award may be exercised during the lifetime of the Participant only by the Participant, unless the Participant becomes subject to a Disability. If a Participant dies or becomes subject to a Disability, his Options shall thereafter be exercisable, during the period specified in the applicable Award Agreement (as the case may be), by his designated beneficiary or if no beneficiary has been designated in writing, by his executors or administrators to the full extent (but only to such extent) to which such Options were exercisable by the Participant at the time of (and after giving effect to any vesting that may occur in connection with) his death or Disability.

Before issuing any Shares under the Plan to any person who is not already a party to the Shareholders Agreement and the Registration Rights Agreement, as applicable, the Company shall obtain an executed Adoption Agreement from such person.

11.3 No Right to an Award or Grant

Neither the adoption of the Plan nor any action of the Board or the Committee shall be deemed to give an employee, director, consultant any right to be granted an Option to purchase Shares or to receive an Award under the Plan, except as may be evidenced by an Award Agreement duly executed on behalf of the Company, and then only to the extent of and on the terms and conditions expressly set forth in the Award Agreement. The Plan will be unfunded. The Company will not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

11.4 No Evidence of Employment or Service

Nothing contained in the Plan or in any Award Agreement shall confer upon any Participant any right with respect to the continuation of his employment by or service with the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, any such Subsidiary or the Asset Management Company, in its sole discretion (subject to the terms of any separate agreement to the contrary), at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Award.

11.5 No Restriction of Corporate Action

Nothing contained in the Plan or in any Award Agreement will be construed to prevent the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates from taking any corporate action which is deemed by the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates to be appropriate or in its best interest, whether such action would have an adverse effect on the Plan or any Award made under the Plan. No Participant or beneficiary of a Participant will have any claim against the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates as a result of any corporate action.

ARTICLE XII

TERM OF THE PLAN

This Plan shall become effective on the Effective Date and shall terminate on the Termination Date. No Awards may be granted after the Termination Date. Any Award outstanding as of the Termination Date shall remain in effect and the terms of the Plan will apply until such Award terminates as provided in the Plan or the applicable Award Agreement.

ARTICLE XIII

AMENDMENT OF PLAN

The Plan may be modified or amended in any respect, and at any time or from time to time, by the Board or by the Committee with the prior approval of the Board. Notwithstanding the foregoing, the Plan may not be modified or amended as it pertains to any existing Award Agreement without the consent of an applicable Participant where such modification or amendment would materially impair the rights of such Participant, it being understood that the modification of Option Price, exercise period, purchase price, repurchase price or vesting terms shall be deemed to materially impair the rights of Participants, unless such modifications are made pursuant to Article X. In addition, no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by applicable law or regulation or the listing standards of the securities exchange that is, at the applicable time, the principal market for the Shares.

ARTICLE XIV

CAPTIONS

The use of captions in the Plan is for convenience. The captions are not intended to provide substantive rights.

ARTICLE XV

WITHHOLDING TAXES

Upon any exercise or payment of any Award, the Company shall have the right at its option and in its sole discretion to (i) require the Participant to pay or provide for payment in cash of the amount of any taxes which the Company, any of its Subsidiaries or the Asset Management Company may be required to withhold with respect to such exercise or payment (provided that, to the extent permitted by the Company, any such Subsidiary or the Asset Management Company, as applicable, the Participant may elect to pay or provide such amount in Shares); (ii) deduct from any amount payable to the Participant in cash or securities in respect of the Award the amount of any taxes which the Company, any such Subsidiary or the Asset Management Company, as applicable, may be required to withhold with respect to such exercise or payment; or (iii) reduce the number of Shares to be delivered to the Participant in connection with such exercise or payment by the appropriate number of Shares, valued at their then Fair Market Value, to satisfy the minimum withholding obligation. In no event will the value of Shares withheld under clause (iii) above exceed the minimum amount of required withholding under applicable law.

ARTICLE XVI

SECTION 83(b) ELECTION

To the extent permitted by the Board or Committee, and unless otherwise provided in an Award Agreement, each recipient of Restricted Shares may, but is not obligated to, make an election under Section 83(b) of the Code to be taxed currently with respect to such Award. The election permitted under this Article XVI shall comply in all respects with and shall be made within the period of time prescribed under Section 83(b) of the Code. Each Participant shall prepare such forms as are required to make an election under Section 83(b) of the Code. The Company shall have no liability to any grantee who fails to make a permitted Section 83(b) election in a timely manner. In addition, the Company shall have no liability and makes no representation regarding the advisability of making an election under Section 83(b) of the Code, or regarding the tax, financial and other consequences of Awards.

ARTICLE XVII

CODE SECTION 409A COMPLIANCE

It is the intent of the Company that the awards under this Plan and the Committee's exercise of authority or discretion with respect thereto shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. The Plan and the terms and conditions of the awards granted under this Plan shall be construed and interpreted consistent with that intent.

Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of “nonqualified deferred compensation” (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan or any Award Agreement to a “specified employee” (as defined under Section 409A of the Code) as a result of his or her termination of service shall be delayed for the first six (6) months following such termination of service and shall instead be paid as soon as administratively practicable following the end of such six-month period (or, if earlier, within 10 business days following the date of death of the specified employee).

ARTICLE XVIII

SECTION 16 COMPLIANCE

In the event that the Company becomes subject to Section 16 of the Exchange Act, it is intended that the Plan and any Award made to a Participant subject to Section 16 of the Exchange Act will meet all of the requirements of Rule 16b-3. Accordingly, unless otherwise provided by the Committee, if any provisions of the Plan or any Award would disqualify the Plan or the Award, or would otherwise not comply with Rule 16b-3, such provision or Award will be construed or deemed amended to conform to Rule 16b-3.

ARTICLE XIX

OTHER PROVISIONS

Each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion.

ARTICLE XX

NUMBER AND GENDER

With respect to words used in the Plan, the singular form shall include the plural form, the masculine gender shall include the feminine gender, and vice versa, as the context requires.

ARTICLE XXI

MISCELLANEOUS

21.1 Subsidiary Employees.

In the case of a grant of an Award to an employee or director of or consultant to any Subsidiary of the Company or the Asset Management Company, the Company may, if the Committee so directs, issue or transfer the Common Shares, if any, covered by the Award to the Subsidiary or the Asset Management Company, for such lawful consideration as the Committee

may specify, upon the condition or understanding that the Subsidiary or the Asset Management Company will transfer the Common Shares to the employee, director or consultant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All Common Shares underlying Awards that are forfeited or canceled should revert to the Company.

21.2 Foreign Employees and Foreign Law Considerations.

The Committee may grant Awards to individuals who are eligible to participate in the plan who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

21.3 Erroneously Awarded Compensation.

All Awards, if and to the extent subject to the Dodd-Frank Wall Street Reform and Consumer Protection Act, may be subject to a claw back policy or other incentive compensation policy established from time to time by the Company to comply with such Act.

ARTICLE XXII

GOVERNING LAW

All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Awards granted hereunder shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Plan, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

* * * * *

As adopted by the Board of Directors of ATHENE HOLDING LTD. on February 5, 2014.

Amendment No. 1 to

**ATHENE HOLDING LTD.,
2014 SHARE INCENTIVE PLAN**

WHEREAS, the Board of Directors of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company") desires to approve this amendment (this "Amendment") to the 2014 SHARE INCENTIVE PLAN (the "Plan") to enable Athene Asset Management Company, L.P., a Cayman Islands exempted limited partnership and any successor entity or new entity that performs similar functions for the Company and its Subsidiaries (the "Asset Management Company"), to participate in the Plan for the benefit of its employees, directors or consultants;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereby agree as follows:

1. All capitalized terms used and not otherwise defined in this Amendment are used herein as defined in the Plan.
2. The following sentence shall be inserted immediately succeeding the first sentence of Article IV of the Plan:
"To effectuate the grant of Awards to employees or directors or consultants to the Asset Management Company, Awards may be granted to the Asset Management Company for allocation by the Asset Management Company to such employees, directors or consultants."
3. This Amendment shall become effective as of the date hereof.
4. This Amendment shall not constitute an amendment or waiver of any other provision of the Plan not expressly referred to herein. Except as expressly amended hereby, the provisions of the Plan are and shall remain in full force and effect.
5. All questions concerning the construction, interpretation and validity of this Amendment, the Plan and the instruments evidencing the Awards granted thereunder shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Amendment, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

6. From and after the date hereof, all references in the Plan to the Plan shall be deemed to be references to the Plan as modified by this Amendment.

As adopted by the Board of Directors of ATHENE HOLDING LTD., on [], 2014.

**ATHENE HOLDING LTD.
2016 SHARE INCENTIVE PLAN**

ARTICLE I

PURPOSE OF THE PLAN

The purpose of the ATHENE HOLDING LTD. 2016 SHARE INCENTIVE PLAN (the "Plan") is (i) to further the growth and success of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company") and its Subsidiaries (as hereinafter defined) by enabling directors and employees of, or consultants to, the Company, its Subsidiaries and the Asset Management Company (as hereinafter defined) to personally participate and share in the Company's growth and success, and (ii) to provide a means of rewarding outstanding performance by such persons to the growth and success of the Company and its Subsidiaries. Awards granted under the Plan (the "Awards") shall be nonqualified share options (referred to herein as "NSOs"), share options intended to constitute incentive stock options for purposes of Section 422 of the Code (referred to herein as "ISOs" and, together with NSOs, as "Options"), rights to purchase Shares, restricted shares (referred to herein as "Restricted Shares"), restricted share units (referred to herein as "Restricted Share Units"), performance awards ("Performance Awards") and other awards settleable in, or based upon, Shares ("Other Share-Based Awards").

ARTICLE II

DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

"Affiliate" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person and/or one or more Affiliates thereof. As used in this definition and the definition of the term "control," including the correlative terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through the ownership of securities or any partnership or other ownership interests, by contract or otherwise) of a Person.

"Asset Management Company" means Athene Asset Management, L.P., a Cayman Islands exempted limited partnership, and any successor entity or new entity that performs similar functions for the Company and its Subsidiaries.

"Award" has the meaning set forth in Article I hereof.

"Award Agreement" means any writing setting forth the terms of an award that has been duly authorized and approved by the Board or the Committee and evidencing an award hereunder between the Company and the recipient of such award.

"Board" means the Board of Directors of the Company.

“Cause” means, with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in such Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on such Participant’s (A) commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) material non-curable breach of the Participant’s obligations hereunder or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates which are applicable to the Participant) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) disqualification or bar by any governmental or self-regulatory authority or the Participant’s loss of any governmental or self-regulatory license that is reasonably necessary for the Participant to perform his / her duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive has been made by any governmental or self-regulatory authority to terminate the Participant; or (J) failure to cure a material breach of his or her obligations under this Plan, an Award Agreement or any other agreement entered into between the Participant and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of a Participant’s service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under the Plan.

“Change in Control” has the meaning set forth in Section 10.2.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the committee(s) or subcommittee(s) appointed by the Board to administer the Plan; *provided, however*, that following an IPO and with respect to any Awards granted to (i) an individual who is or is expected to be a “covered employee” within the meaning of Section 162(m) of the Code or (ii) an individual who is subject to Section 16 of the Exchange

Act, the Committee shall consist of two or more members of the Board, each of whom is intended to be (A) a “Non-Employee Director” within the meaning of Rule 16b-3 under the Exchange Act, (B) an “outside director” within the meaning of Section 162(m) of the Code and (C) “independent” within the meaning of the rules of the New York Stock Exchange or any other stock exchange on which Shares are then traded. The Board or Committee may delegate the authority to grant Awards to any individual not described in clause (i) above to a committee of one or more members of the Board who are not “outside directors” within the meaning of Section 162(m) of the Code and may delegate the authority to grant Awards to any individual not described in clause (ii) above to a committee of one or more members of the Board who are not Non-Employee Directors within the meaning of Rule 16b-3 under the Exchange Act.

“Company” has the meaning set forth in Article I hereof.

“Corporate Transaction” has the meaning set forth in Section 10.1 hereof.

“Disability” means, with respect to each Participant, (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, a physical or mental impairment which, as reasonably determined by the Committee, renders the Participant unable to perform the essential functions of his or her employment with his or her employer, even with reasonable accommodation that does not impose an undue hardship on his or her employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply. Notwithstanding the foregoing, with respect to an ISO, “Disability” means a Participant’s disability within the meaning of Section 22(e)(3) of the Code.

“Effective Date” means the date the Plan is adopted by the Board, provided that the adoption of the Plan is approved by the shareholders within 12 months before or after such Effective Date.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fair Market Value” means, unless otherwise determined or provided by the Committee in the circumstances, the closing price of Shares on any national securities exchange or any national market system (the “Market”) on that date, or if no prices are reported on that date, on the last preceding date on which such prices of Shares are so reported. The Committee may, however, provide with respect to one or more Awards that the Fair Market Value shall equal the closing price of Shares on the Market on the last trading day preceding the date in question or the average of the high and low trading prices of Shares on the Market for the date in question or the most recent trading day. If Shares are not then listed on any national securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Shares on the most recent date on which Shares were publicly traded. If the Shares are not publicly traded at the time a determination of its Fair Market Value is made, the Committee shall reasonably determine its Fair Market Value in good faith as it deems appropriate (such determination will be made in the manner that satisfies Section 409A of the Code, and may be based on the advice of an independent investment banker or appraiser recognized to be an expert in making such valuations).

“Good Reason” means with respect to a Termination of Relationship: (i) if such Participant is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, a Termination of Relationship by the Participant following: (A) a reduction of greater than 10% in the Participant’s annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if the Participant is employed by the Asset Management Company), the Company or any of its Subsidiaries that employs the Participant (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in the Participant’s title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Participant; *provided, however*, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless the Participant shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company’s receipt of such written notice.

“IPO” means an initial public offering of the Company registered on Form S-1 (or any successor form under the Securities Act).

“ISOs” has the meaning set forth in Article I hereof.

“Notice” has the meaning set forth in Section 5.7 hereof.

“NSOs” has the meaning set forth in Article I hereof.

“Option” has the meaning set forth in Article I hereof.

“Option Price” means the purchase price per Share subject to an Option, as determined pursuant to Section 5.4 hereof.

“Participant” has the meaning set forth in Article IV hereof.

“Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Plan” has the meaning set forth in Article I hereof.

“Performance Award” has the meaning set forth in Article I hereof.

“Performance Measures” means the criteria and objectives, established by the Committee, which shall be satisfied or met (i) as a condition to the grant or exercisability of all or a portion of an Option or (ii) during the applicable Performance Period as a condition to a Participant’s receipt of all or part of a performance-based Award under the Plan. To the extent necessary for an Award to be qualified performance-based compensation under Section 162(m) of the Code and the regulations thereunder, such criteria and objectives shall be one or more of the following corporate-wide or subsidiary, division, operating unit, operating segment, reporting segment or individual measures: the attainment by a Share of a specified Fair Market Value for a specified period of time; the attainment of a specified book value per share; earnings per share; return to shareholders (including dividends); return on assets; return on equity; operating income or earnings of the Company before or after taxes, interest and/or depreciation; revenues (including premiums); net investment earned rate; net spread; taxes; expenses (including commissions); market share; cash flow or cost reduction goals; interest expense; return on investment; return on investment capital; return on operating costs; economic value created; operating margin; gross margin; the achievement of annual operating profit plans; net income; earnings before interest, depreciation and/or amortization; operating earnings after interest expense and before incentives, and/or extraordinary or special items; operating earnings; operating expenses, net cash provided by operations; and strategic business criteria, consisting of one or more objectives based on meeting specified market penetration, meeting specified credit rating targets, geographic business expansion goals, cost targets, sales, sales or business volumes, days sales outstanding goals, customer and/or employee satisfaction, reductions in errors and omissions, reductions in lost business, management of employment practices and employee benefits, supervision of litigation and information technology, quality and quality audit scores, productivity, efficiency, meeting targets related to the timing of financial statements and/or initial public offering and goals relating to acquisitions or divestitures, or any combination of the foregoing. Each such goal may be expressed on an absolute or relative basis and may include comparisons based on current internal targets, the past performance of the Company (including the performance of one or more subsidiaries, divisions, operating units, operating segments or reporting segments) or the past or current performance of other companies (or a combination of such past and current performance). In addition to the ratios specifically enumerated above, performance goals may include comparisons relating to capital (including, but not limited to, the cost of capital), shareholders’ equity, shares outstanding, assets or net assets, sales, or any combination thereof. The applicable performance measures may be applied on a pre- or post-tax basis and may be adjusted in accordance with Section 162(m) of the Code to include or exclude objectively determinable components of any performance measure, including, without limitation, special charges such as restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, nonrecurring or one-time events affecting the Company or its financial statements or changes in law or accounting principles (“Adjustment Events”). In the sole discretion of the Committee, unless such action would cause a grant to a “covered employee” within the meaning of Section 162(m) of the Code to fail to qualify as qualified performance-based compensation under Section 162(m) of the Code, the Committee may amend or adjust the Performance Measures or other terms and conditions of an outstanding award in recognition of any Adjustment Events. With respect to participants who are not “covered employees” within the meaning of Section 162(m) of the Code and who, in the Committee’s judgment, are not likely to be “covered employees” at any time during the applicable Performance Period or during any period in which an award may be paid following a

Performance Period, the performance goals may consist of any objective or subjective corporate-wide or subsidiary, division, operating unit, operating segment, reporting segment or individual measures, whether or not listed herein. Performance goals shall be subject to such other special rules and conditions as the Committee may establish at any time; *provided, however*, that to the extent such goals relate to awards to “covered employees” within the meaning of Section 162(m) of the Code that are payable following the transition period described in Treasury regulation 1.162-27(f), such special rules and conditions shall not be inconsistent with the provisions of Treasury regulation Section 1.162-27(e) or any successor regulation describing “qualified performance-based compensation.”

“Performance Period” means the time period during which the Performance Measures applicable to a performance-based Award must be satisfied or met.

“Purchase Price” has the meaning set forth in Section 6.2 hereof.

“Restricted Shares” means an Award granted to a Participant pursuant to Article VII hereof.

“Restricted Share Unit” means an Award granted to a Participant pursuant to Article VIII hereof.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means Class A common shares of the Company.

“Share Award” means an Award to purchase Shares under Article VI of the Plan.

“Subsidiary” means (i) any corporation or other entity of which the Company owns securities or interests having a majority, directly or indirectly, of the ordinary voting power in electing the board of directors, managers, general partners or similar governing Persons thereof, (ii) for purposes of determining eligibility to receive an Award (other than an ISO) and become a Participant in the Plan, any other entity of which the Company owns securities or interests representing a majority, directly or indirectly, of the value of such entity, and (iii) for purposes of determining eligibility to receive an ISO and become a Participant in the Plan, any affiliated corporation or other business entity in which the Company owns voting securities possessing at least 50% of the combined voting power of all classes of voting securities of such affiliated corporation or entity.

“Termination Date” means the tenth anniversary of the Effective Date.

“Termination of Relationship” means, with respect to each Participant, the termination of the Participant’s services as an employee or director of, or consultant to, the Company, its Subsidiaries and the Asset Management Company for any reason, including as a result of the Subsidiary to which the Participant provides services no longer being a Subsidiary of the Company because of a sale, divestiture or other disposition of such Subsidiary.

“10% Shareholder” means a person who owns, directly or indirectly, shares possessing more than 10% of the total combined voting power of all voting securities of the Company, or any parent or Subsidiary. Indirect ownership of such voting securities shall be determined in accordance with Section 424(d) of the Code.

ARTICLE III

ADMINISTRATION OF THE PLAN; SHARES SUBJECT TO THE PLAN

3.1 Committee.

The Plan shall be administered by the Committee. The term "Committee" shall, for all purposes of the Plan, be deemed to refer to the Board if the Board is administering the Plan.

3.2 Procedures.

The Committee shall adopt such rules and regulations as it shall deem appropriate concerning the holding of meetings and the administration of the Plan. A majority of the Committee shall constitute a quorum and the actions of the entire Committee present at a meeting, or actions approved in writing by the entire Committee, shall be the actions of the Committee.

3.3 Interpretation: Powers of Committee.

Except as otherwise set forth in the Plan, the Committee shall have all powers with respect to the administration of the Plan, including the authority to:

- (a) determine eligibility and the particular persons or classes of persons who will receive Awards;
- (b) select eligible persons for participation in the Plan, grant Awards to eligible persons or eligible classes of persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the dollar value subject to any Performance Awards, determine the other specific terms and conditions of Awards consistent with the express limits of the Plan, establish the installments (if any) in which such Awards will become exercisable or will vest and the respective consequences thereof (or determine that no delayed exercisability or vesting is required), and establish the events of termination or reversion of such Awards;
- (c) approve the forms of Award Agreements, which need not be identical either as to type of Award or among Participants;
- (d) construe and interpret the provisions of the Plan and any Award Agreement or other agreement defining the rights and obligations of the Company and Participants under the Plan, make factual determinations with respect to the administration of the Plan, further define the terms used in the Plan, and prescribe, amend and rescind rules and regulations relating to the administration of the Plan;
- (e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards held by Participants;

(f) take action to (i) accelerate the exercisability or vesting of, or waive the vesting conditions applicable to, any Award, including all or a portion of any applicable restriction period applicable to any outstanding Restricted Shares or Restricted Share Units, (ii) waive all or a portion of any Performance Period applicable to any outstanding Award subject to performance-based vesting conditions and (iii) waive or deem to be satisfied the Performance Measures (if any) applicable to any outstanding Award at the target or any other level; and

(g) make all other determinations and take such other action as contemplated by this Plan or as may be necessary or advisable for the administration of this Plan and the effectuation of its purposes.

All decisions of the Committee shall be made in good faith and shall be conclusive and binding on all Participants in the Plan.

3.4 Delegation.

The Committee may delegate some or all of its power and authority hereunder to the Board or a subcommittee thereof or, subject to applicable law, to the Chief Executive Officer and President or such other executive officer as the Committee deems appropriate; *provided, however*, that (a) the Committee may not delegate its power and authority to the Board, the President and Chief Executive Officer or other executive officer of the Company with regard to the grant of an Award to any person who is a "covered employee" within the meaning of Section 162(m) of the Code or who, in the Committee's judgment, is likely to be a "covered employee" at any time during the period an Award hereunder to such employee would be outstanding and (b) the Committee may not delegate its power and authority to the President and Chief Executive Officer or other executive officer of the Company with regard to the selection for participation in this Plan of an officer, director or other person subject to Section 16 of the Exchange Act or decisions concerning the timing, pricing or amount of an Award to such an officer, director or other person.

No member of the Board or Committee, and neither the Chief Executive Officer and President or any other executive officer to whom the Committee delegates any of its power and authority hereunder, shall be liable for any act, omission, interpretation, construction or determination made in connection with this Plan in good faith, and the members of the Board and the Committee and the Chief Executive Officer and President and any other executive officer shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including attorneys' fees) arising therefrom to the full extent permitted by law (except as otherwise may be provided in the Company's Certificate of Incorporation or Bye-Laws, each as may be amended from time to time) and under any directors' and officers' liability insurance that may be in effect from time to time

3.5 Number of Shares.

Subject to the provisions of Article X (relating to adjustments upon changes in capital structure and other corporate transactions), the aggregate number of Shares with respect to which Awards may be granted under the Plan shall not exceed 3,500,000, of which 3,500,000 may be issued pursuant to the exercise of ISOs granted under the Plan. The number of Shares that

remain available for future Awards under the Plan shall be reduced by the sum of the aggregate number of Shares which become subject to outstanding Options, Awards of Restricted Shares and Restricted Share Units, Share Awards, Performance Awards and Other Share-Based Awards. To the extent that Shares subject to an outstanding Option, Award of Restricted Shares or Restricted Share Units, Share Award, Performance Award or Other Share-Based Award granted under the Plan are not issued or delivered by reason of (i) the expiration, termination, cancellation or forfeiture of such Award or (ii) the settlement of such Award in cash, then except to the extent prohibited by law or applicable listing or regulatory requirements, such Shares shall again be available under this Plan, other than for grants of ISOs. Notwithstanding anything in this Section 3.5 to the contrary, Shares subject to an Award may not be made available for issuance under this Plan if such Shares are: (i) Shares used to pay the Option Price of an Option, (ii) Shares delivered to or withheld by the Company to pay withholding taxes related to an Award under this Plan or (iii) Shares repurchased on the open market with the proceeds of an Option exercise.

The number of Shares for Awards under this Plan shall not be reduced by available shares under a shareholder approved plan of a company or other entity which was a party to a corporate transaction with the Company (as appropriately adjusted to reflect such corporate transaction) which become subject to Awards granted under this Plan (subject to applicable stock exchange requirements).

Shares to be delivered under this Plan shall be made available from authorized and unissued Shares, or authorized and issued Shares reacquired and held as treasury shares or otherwise or a combination thereof.

3.6 Per Person Limits

To the extent necessary for an Award to be qualified performance-based compensation under Section 162(m) of the Code and the regulations thereunder (a) the maximum number of Shares with respect to which Options may be granted during any fiscal year of the Company to any person shall be 3,500,000 Shares, subject to adjustment as provided in Article X, (b) the maximum number of Shares with respect to which Awards subject to Performance Measures denominated in Shares that may be granted during any fiscal year of the Company to any person shall be 3,500,000 Shares, subject to adjustment as provided in Article X, and (c) the maximum amount that may be earned by any person with respect to Performance Awards denominated in cash granted during any fiscal year of the Company to any person shall be \$15,000,000. The aggregate grant date fair value of Shares that may be granted during any fiscal year of the Company to any non-employee director shall not exceed \$500,000; *provided, however*, that the limits set forth in this sentence shall not apply to awards made pursuant to an election to receive the Award in lieu of all or a portion of fees received for service on the Board or any committee thereunder.

ARTICLE IV

ELIGIBILITY

Awards may be granted under the Plan only to persons who are employees, directors, consultants, agents and independent contractors, and persons expected to become employees, directors, consultants, agents and independent contractors, of the Company, any of its Subsidiaries or the Asset Management Company as the Committee in its sole discretion may select from time to time. Each such person to whom an Award is granted under the Plan is referred to herein as a "Participant." To effectuate the grant of Awards to persons who are employees, directors, consultants, agents and independent contractors, and persons expected to become employees, directors, consultants, agents and independent contractors of the Asset Management Company, Awards may be granted to the Asset Management Company for allocation by the Asset Management Company to such persons. The Committee's selection of a person to participate in this Plan at any time shall not require the Committee to select such person to participate in this Plan at any other time. For purposes of this Plan and except as otherwise provided for in an Award Agreement, references to employment by the Company shall also mean employment by a Subsidiary, and references to employment shall include service as a non-employee director or independent contractor. The Committee shall determine, in its sole discretion, the extent to which a Participant shall be considered employed during any periods during which such Participant is on an approved leave of absence.

ARTICLE V

SHARE OPTIONS

5.1 General.

Options may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Option granted under the Plan shall be designated as either an NSO or an ISO, as determined by the Committee in its sole discretion, and shall be subject to the terms and conditions applicable to such Options set forth in the Plan. Each Option shall be evidenced by an Award Agreement incorporating the terms and provisions of the Plan that shall be executed by the Company and the Participant. The Award Agreement shall specify the number of Shares for which such Option shall be exercisable, the Option Price (as defined in Section 5.4 below) for such Shares and the other terms and conditions of the Option, in each case, as determined by the Committee. Notwithstanding any provision of the Plan to the contrary, (a) an ISO may only be granted to an employee of the Company or its Subsidiaries and (b) Options may only be granted to persons who are employees, directors, consultants, agents and independent contractors, and persons expected to become employees, directors, consultants, agents and independent contractors of the Company and its Subsidiaries.

5.2 Vesting and Exercisability.

The Committee, in its sole discretion, shall determine whether and to what extent any Options are exercisable and subject to vesting based upon continued service of the Participant, upon the Participant's performance of duties or upon any other basis. The Committee may, in its

discretion, establish Performance Measures which shall be satisfied or met as a condition to the grant or vesting of an option or to the exercisability of all or a portion of an Option. The Committee shall determine whether an Option shall become exercisable in cumulative or non-cumulative installments and in part or in full at any time. An exercisable Option, or portion thereof, may be exercised only with respect to whole Shares. Prior to the exercise of an Option, the holder of such Option shall have no rights as a shareholder of the Company with respect to the Shares subject to such Option.

5.3 Termination of Relationship.

All of the terms relating to the exercise, cancellation or other disposition of an Option (a) upon a Participant's Termination of Relationship whether by reason of disability, retirement, death or any other reason, or (b) during a paid or unpaid leave of absence, shall be determined by the Committee and, in the case of the foregoing clause (a), set forth in the applicable Award Agreement and, in the case of the foregoing clause (b), set forth either in the applicable Award Agreement or Company policies.

5.4 Option Price.

The Option Price shall be determined by the Committee and set forth in the Award Agreement. In no event, however, may the Committee determine an Option Price that is less than (a) 100% of the Fair Market Value of the Share on the date of grant, or (b) in the case of an ISO granted to a Participant who is a 10% Shareholder, 110% of the Fair Market Value of the Share on the date of grant.

5.5 Term of Options.

Each Option granted under the Plan, to the extent not previously exercised, shall cease to be exercisable, automatically terminate and become null and void and be of no further force or effect upon such date or dates as are set forth in the applicable Award Agreement, consistent with the terms of the Plan. In addition, an ISO granted to a Participant who is a 10% Shareholder may not be exercised more than 5 years after its date of grant and no other Option may be exercised more than 10 years after its date of grant.

By its terms, an ISO shall be exercisable in any calendar year only to the extent that the aggregate Fair Market Value (determined on the date of grant) of the Shares with respect to which all incentive stock options granted to the Participant are exercisable for the first time during such calendar year does not exceed \$100,000. Incentive stock options granted under the Plan and all other plans of the Company or any Subsidiary shall be aggregated for purposes of determining whether such \$100,000 limitation has been exceeded. If the ISOs that first become exercisable in a calendar year exceed such \$100,000 limitation, the excess Options will automatically be treated as NSOs to the extent permitted by law.

5.6 Method of Exercise.

A Participant (or other person, as provided in [Section 11.2](#)) may exercise an Option (for the Shares represented thereby) granted under the Plan in whole or in part as provided in the Award Agreement evidencing his or her Option by

(a) delivering a written notice (the "Notice") to the Secretary of the Company or his or her designee specifying the whole number of Shares with respect to which the Option is being exercised; and

(b) by accompanying such notice with payment therefor in full (or by arranging for such payment to the Company's satisfaction) (i) in cash (by wire transfer of immediately available funds to a bank account of the Company designated by the Committee or by delivery of a personal or certified check payable to the Company) or (ii) to the extent permitted by the Committee, in its sole discretion, and set forth in such Participant's Award Agreement (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act):

(A) by delivery of previously owned whole Shares (either actual delivery or by attestation) for which the holder has good title, free and clear of all liens and encumbrances, with a Fair Market Value (determined on the date of exercise) equal to the aggregate Option Price payable pursuant to the Option by reason of such exercise; provided, that any fraction of a Share which would be required to pay such Option Price shall be disregarded and the remaining amount due shall be paid in cash by the Participant;

(B) by authorizing the Company to withhold whole Shares which would otherwise be delivered upon exercise of the Option having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate Option Price payable by reason of such exercise; provided, that any fraction of a Share which would be required to pay such Option Price shall be disregarded and the remaining amount due shall be paid in cash by the Participant;

(C) in cash delivered by a broker-dealer acceptable to the Company to whom the Participant has submitted an irrevocable notice of exercise; or

(D) by a combination of methods set forth in this Section 5.6; and

(c) by executing such documents as may be required under the applicable Award Agreement or as the Committee may request.

5.7 Delivery of Shares.

No Shares shall be issued until the full Option Price therefor and any withholding taxes thereon, as described in Article XV, have been paid (or arrangement made for such payment to the Company's satisfaction). Shares shall be issued to the Participant (or other person exercising the applicable Option in accordance with the provisions of Section 11.2) in certificate or book entry form, as determined by the Committee in its sole discretion. Neither the Participant nor any person exercising an Option in accordance with the provisions of Section 11.2 shall have any rights or privileges as a shareholder of the Company with respect to any Shares issuable upon exercise of an Option granted under the Plan until the Shares have been issued.

ARTICLE VI
SHARE AWARDS

6.1 General.

Share Awards may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Share Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the terms and conditions of the Share Award, including without limitation the number of Shares covered by the Share Award, the Purchase Price (as defined in Section 6.2 below), if any, for such Shares, the deadline for the purchase of such Shares and any other terms and conditions applicable to such Share Award, in each case, as determined by the Committee.

6.2 Purchase Price; Payment.

The price (the "Purchase Price"), if any, at which each Share covered by the Share Award may be purchased pursuant to a Share Award shall be determined by the Committee and set forth in the applicable Award Agreement. The Company will not be obligated to issue any Shares purchased under this Article VI unless and until it receives full payment of the aggregate Purchase Price therefor, if any, and all other conditions to the grant of the Share Award, as reasonably determined by the Committee, have been satisfied. The Purchase Price, if any, of any Shares subject to a Share Award must be paid in full at the time of the purchase.

ARTICLE VII
RESTRICTED SHARES

7.1 General.

Awards of Restricted Shares may be awarded either alone or in addition to other Awards granted under the Plan. Each Award of Restricted Shares shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Award Agreement shall specify the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture, and any other terms and conditions applicable to the Restricted Shares, in each case, as determined by the Committee.

7.2 Awards and Certificates.

During the restricted period, Restricted Shares shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more share certificates. Any certificate issued in respect of Restricted Shares shall be registered in the name of such Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

“The sale or other transfer of Shares represented by this certificate, whether voluntary, involuntary, or by operation of law, is subject to certain restrictions on transfer as set forth in the ATHENE HOLDING LTD. 2016 SHARE INCENTIVE PLAN and in an Award Agreement. A copy of the Plan and such Award Agreement may be obtained from ATHENE HOLDING LTD.”

The Committee may require that the certificates evidencing such Shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Shares, the Participant shall have delivered a share power, endorsed in blank, relating to the Shares covered by such Award in the event such Award is forfeited in whole or in part. If and when any applicable restricted period expires without a prior forfeiture of Restricted Shares (and upon the satisfaction or attainment of applicable Performance Measures, if applicable), subject to the Company's right to require payment of any taxes in accordance with Article XV, the restrictions shall be removed from the requisite number of any Shares that are held in book entry form (and, if applicable, non-legended certificates evidencing ownership of the requisite number of Shares shall be delivered to the Participant).

7.3 Terms and Conditions.

(a) The Committee may condition the vesting of Restricted Shares upon continued service of the Participant, upon the Participant's performance of duties, upon the attainment of specified Performance Measures during an applicable Performance Period or upon any other basis determined by the Committee in its sole discretion. The provisions of Restricted Share Awards need not be the same with respect to each recipient.

(b) The holder of an Award of Restricted Shares shall have such rights as a shareholder of the Company (if any), including but not limited to, voting rights, the right to receive dividends and the right to participate in any capital adjustment applicable to all holders of Shares, in each case, only to the extent as set forth in the Award Agreement relating to Restricted Shares.

(c) All of the terms relating to the satisfaction of Performance Measures and the termination of a restricted period or a Performance Period relating to an Award of Restricted Shares, or any forfeiture or cancellation of such Award (i) upon a Participant's Termination of Relationship whether by reason of disability, retirement, death or any other reason, or (b) during a paid or unpaid leave of absence, shall be determined by the Committee and, in the case of the foregoing clause (a), set forth in the applicable Award Agreement and, in the case of the foregoing clause (b), set forth either in the applicable Award Agreement or Company policies.

ARTICLE VIII

RESTRICTED SHARE UNITS

8.1 General.

Awards of Restricted Share Units are Awards denominated in Shares that will be settled by delivery of Shares (including Restricted Shares) to the Participant or, only to the extent specified in the applicable Award Agreement, by the payment of cash based upon the Fair Market Value of a specified number of Shares. Restricted Share Units may be awarded either alone or in addition to other Awards granted under the Plan. Each Award of Restricted Share Units shall be evidenced by an Award Agreement that shall be executed by the Company and the

Participant. The Award Agreement shall specify the number of Restricted Share Units to be awarded to Participants, whether such Award will be settled in Shares (including Restricted Shares), cash or a combination of both, the conditions for vesting, the time or times within which such Restricted Share Units may be subject to forfeiture and any other terms and conditions applicable to the Restricted Share Units, in each case, as determined by the Committee.

8.2 Terms and Conditions.

The Committee may, in connection with the grant of Restricted Share Units, condition the vesting thereof upon the continued service of the Participant, upon the Participant's performance of duties, upon the attainment of specified Performance Measures during an applicable Performance Period or upon any other basis determined by the Committee in its sole discretion. An Award of Restricted Share Units shall be settled as and when the Restricted Share Units vest or at a later time specified by the Committee or in accordance with an election of the Participant, if the Committee so permits. Except as otherwise set forth in an Award Agreement for Restricted Share Units, prior to the settlement of a Restricted Share Unit Award in Shares (including Restricted Shares), a Participant shall have no rights as a shareholder of the Company with respect to the Shares subject to such Award.

All of the terms relating to the satisfaction of Performance Measures and the termination of a restricted period or a Performance Period relating to an Award of Restricted Share Units, or any forfeiture or cancellation of such Award (i) upon a Participant's Termination of Relationship whether by reason of disability, retirement, death or any other reason, or (b) during a paid or unpaid leave of absence, shall be determined by the Committee and set forth in the applicable Award Agreement.

ARTICLE IX

PERFORMANCE AWARDS AND OTHER SHARE-BASED AWARDS

9.1 Performance Awards.

Performance Awards are Awards which provide a Participant the right to receive cash, Shares (including Restricted Shares) or a combination thereof contingent upon the attainment of specified Performance Measures within a specified Performance Period. Performance Awards may be awarded either alone or in addition to other Awards granted under the Plan. Each Performance Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The applicable Award Agreement shall specify whether such Performance Award will be settled in Shares (including Restricted Shares), cash or a combination thereof, the conditions for vesting, the applicable Performance Measures and Performance Period and any other terms and conditions applicable to the Performance Award, in each case, as determined by the Committee. Except as otherwise set forth in an Award Agreement for a Performance Award, prior to the settlement of a Performance Award in Shares (including Restricted Shares), a Participant shall have no rights as a shareholder of the Company with respect to the Shares subject to such Award.

9.2 Other Share-Based Awards.

Other Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based upon, Shares, including (without limitation) stock appreciation rights and dividend equivalents, may be granted under the Plan. Each Other Share-Based Award shall be evidenced by an Award Agreement that shall be executed by the Company and the Participant. The Committee shall determine the time or times at which grants of such Awards will be awarded, the number of Shares to be awarded to Participants, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions applicable to the Other Share-Based Awards, consistent with the terms of the Plan. Notwithstanding any provision of the Plan to the contrary, stock appreciation rights may only be granted to persons who are employees, directors, consultants, agents and independent contractors, and persons expected to become employees, directors, consultants, agents and independent contractors of the Company and its Subsidiaries.

9.3 Termination of Relationship.

All of the terms relating to the satisfaction of Performance Measures and the termination of a restricted period or a Performance Period relating to a Performance Award or Other Share-Based Award, or any forfeiture or cancellation of such Award (i) upon a Participant's Termination of Relationship whether by reason of disability, retirement, death or any other reason, or (b) during a paid or unpaid leave of absence, shall be determined by the Committee and set forth in the applicable Award Agreement.

ARTICLE X

ADJUSTMENTS

10.1 Changes in Capital Structure.

In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per Share value to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the number and class of securities available under this Plan or specified in any section of this Plan, the terms of each outstanding Option (including the number and class of securities subject to each outstanding Option and the Option Price per share) and the terms of each outstanding Restricted Share Award, Restricted Share Unit Award, Performance Award and Other Share-Based Award (including the number and class of securities subject thereto), shall be appropriately adjusted by the Committee, such adjustments to be made in the case of outstanding Options without an increase in the aggregate purchase price and in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company (a "Corporate Transaction"), such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of participants. In either case, the decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

Notwithstanding anything herein to the contrary, no adjustment shall be made for cash dividends (except as described in Section 10.1) or any new issuance of securities by the Company for consideration (except in connection with a Corporate Transaction).

10.2 Change in Control.

Subject to the terms of an applicable Award Agreement, if a Change in Control occurs, the Board (as constituted prior to such Change in Control) may, in its discretion:

(a) require that Options, Shares, Restricted Shares, Restricted Share Units, Performance Awards or other Stock-Based Awards outstanding under the Plan, at the effective time of the Change in Control, be assumed and continued on substantially the same vesting and other terms and conditions as a like Award with respect to shares of common stock of the successor or acquiring company (or a parent company). If an Option is assumed, the number of shares and exercise price per share covered by the assumed Award will be adjusted in accordance with the principles set forth in Sections 1.424-1(a)(5) and 1.409A-1(b)(5)(v)(D) of the Treasury Regulations. If a Restricted Share, Restricted Share Unit or other Award is assumed, the number of shares covered by the assumed Award will be a whole number that reflects the exchange ratio or value of the transaction consideration applicable with respect to holders of Shares in connection with the Change in Control;

(b) require that Options, Shares, Restricted Shares, Restricted Share Units, Performance Awards or Other Share-Based Awards outstanding under the Plan, in whole or in part, be surrendered to the Company by the Participant, and be immediately cancelled by the Company, and to provide for the Participant to receive (i) a cash payment in an amount equal to (A) in the case of an Option, the number of Shares then subject to the portion of such Option surrendered multiplied by the excess, if any, of the Fair Market Value of a Share as of the date of the Change in Control (or the value per Share as received or to be received by shareholders of the Company in connection with the Change in Control), over the Option Price per Share subject to such Option, (B) in the case of an Award denominated in Shares, the number of Shares then subject to the portion of such Award surrendered (if Performance Measures are applicable to such Award, to the extent to which such Performance Measures have been satisfied or deemed satisfied) multiplied by the Fair Market Value of a Share as of the date of the Change in Control (or the value per Share as received or to be received by shareholders of the Company), and (C) in the case of a Performance Award denominated in cash, the value of such Performance Award then subject to the portion of such Award surrendered to the extent the Performance Measures (if applicable to such Award) have been satisfied or deemed satisfied; (ii) shares of the corporation or other entity resulting from such Change in Control, or a parent thereof, having a fair market value not less than the amount determined under clause (i) above; or (iii) a combination of the payment of cash pursuant to clause (i) above and the issuance of shares pursuant to clause (ii) above; and/or

(c) provide that (i) some or all outstanding Options become exercisable in full or in part, either immediately or upon a subsequent termination of employment or service, (ii) the restriction period applicable to some or all outstanding Restricted Share Awards and Restricted Share Unit Awards lapse in full or in part, either immediately or upon a subsequent termination of employment or service, (iii) the Performance Period applicable to some or all outstanding Awards lapse in full or in part and (iv) the Performance Measures applicable to some or all outstanding Awards shall be deemed to be satisfied at the target or any other level.

(d) A “**Change of Control**” of the Company shall be deemed to have occurred upon the occurrence of any of the following events:

(i) the acquisition, other than from the Company, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either the then outstanding Shares of the Company or the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors, but excluding, for this purpose, any such acquisition by the Company or any of its Subsidiaries, or any employee benefit plan (or related trust) of the Company or its Subsidiaries, or any corporation or other company with respect to which, following such acquisition, more than 50% of, respectively, the then outstanding Shares of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of all or substantially all directors is then beneficially owned, directly or indirectly, by the individuals and entities who were the beneficial owners, respectively, of Shares and voting securities of the Company immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the then outstanding Shares of the Company or the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors, as the case may be;

(ii) the consummation of a reorganization, merger or consolidation of the Company, in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of Shares and voting securities of the Company immediately prior to such reorganization, merger or consolidation do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding Shares and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation or other company resulting from such reorganization, merger or consolidation;

(iii) during any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the “Incumbent Directors”) cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; *provided, however*, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

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- (iv) a complete liquidation or dissolution of the Company or of the sale or other disposition of all or substantially all of the assets of the Company; or
- (v) a “Sale of the Company” as defined in the Eighth Amended and Restated Bye-laws of the Company, as they may be further amended, supplemented, restated or otherwise modified from time to time.

In no event shall a Change in Control include the IPO or any bona fide primary or secondary public offering following the occurrence of the IPO.

ARTICLE XI

RESTRICTIONS ON AWARDS

11.1 Compliance With Securities Laws.

No Awards shall be granted under the Plan, and no Shares shall be issued and delivered pursuant to Awards granted under the Plan, unless and until the Company and/or the Participant shall have complied with all applicable Federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

All Awards granted under the Plan and all Shares, other securities, cash or other property delivered pursuant to an Award are subject to forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

The Committee in its discretion may, as a condition to the delivery of any Shares pursuant to any Award granted under the Plan, require the applicable Participant (i) to represent in writing that the Shares received pursuant to such Award are being acquired for investment and not with a view to distribution and (ii) to make such other representations and warranties as are deemed reasonably appropriate by the Committee.

11.2 Nonassignability; Nontransferability of Awards.

No Award granted under this Plan shall be assignable or otherwise transferable by the Participant, except by designation of a beneficiary, by will or by the laws of descent and distribution, or as otherwise provided in the applicable Award Agreement. An Award may be exercised during the lifetime of the Participant only by the Participant, unless the Participant becomes subject to a Disability. If a Participant dies or becomes subject to a Disability, his Options shall thereafter be exercisable, during the period specified in the applicable Award Agreement (as the case may be), by his designated beneficiary or if no beneficiary has been designated in writing, by his executors or administrators to the full extent (but only to such extent) to which such Options were exercisable by the Participant at the time of (and after giving effect to any vesting that may occur in connection with) his death or Disability.

11.3 No Right to an Award or Grant

Neither the adoption of the Plan nor any action of the Board or the Committee shall be deemed to give an employee, director, consultant or independent contractor any right to be granted an Option to purchase Shares or to receive an Award under the Plan, except as may be evidenced by an Award Agreement duly executed on behalf of the Company, and then only to the extent of and on the terms and conditions expressly set forth in the Award Agreement. The Plan will be unfunded. The Company will not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

11.4 No Evidence of Employment or Service

Nothing contained in the Plan or in any Award Agreement shall confer upon any Participant any right with respect to the continuation of his employment by or service with the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, any such Subsidiary or the Asset Management Company, in its sole discretion (subject to the terms of any separate agreement to the contrary), at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Award.

11.5 Rights as Shareholder

Except as otherwise provided herein, no person shall have any right as a shareholder of the Company with respect to any Shares or other equity security of the Company which is subject to an Award hereunder unless and until such person becomes a shareholder with respect to such Shares or equity security.

ARTICLE XII

TERM OF THE PLAN

This Plan shall become effective on the Effective Date and, unless terminated earlier by the Board, shall terminate on the Termination Date. No Awards may be granted after the Termination Date. Any Award outstanding as of the Termination Date shall remain in effect and the terms of the Plan will apply until such Award terminates as provided in the Plan or the applicable Award Agreement.

ARTICLE XIII

AMENDMENT OF PLAN

The Plan may be modified or amended in any respect, and at any time or from time to time, by the Board. Notwithstanding the foregoing, the Plan may not be modified or amended as it pertains to any existing Award Agreement without the consent of an applicable Participant where such modification or amendment would materially impair the rights of such Participant, it being understood that the modification of Option Price, exercise period, purchase price, repurchase price or vesting terms shall be deemed to materially impair the rights of Participants, unless such modifications are made pursuant to Article X. In addition, no such amendment shall

be made without the approval of the Company's shareholders to the extent such approval is required by applicable law, rule or regulation, including Section 162(m) of the Code and any rule of the New York Stock Exchange, or if Shares are not listed on the New York Stock Exchange, any rule of the principal stock exchange on which Shares are then traded.

ARTICLE XIV

CAPTIONS

The use of captions in the Plan is for convenience. The captions are not intended to provide substantive rights.

ARTICLE XV

WITHHOLDING TAXES

Upon any grant, vesting, exercise or payment of any Award, the Company shall have the right to require payment by the Participant of any Federal, state, local or other taxes which may be required to be withheld or paid in connection with such Award. A Participant may satisfy such obligation in cash or to the extent permitted by the Committee, in its sole discretion, and set forth in such Participant's Award Agreement a Participant may also satisfy such obligation by any of the following means: (i) in the case of an Option, a cash payment by a broker-dealer acceptable to the Company to whom the Participant has submitted an irrevocable notice of exercise, (ii) delivery to the Company of previously owned whole Shares (for which the holder has good title, free and clear of all liens and encumbrances) having an aggregate Fair Market Value determined as of the date the obligation to withhold or pay taxes arises in connection with the Award (the "Tax Date") in the amount necessary to satisfy any such obligation, (iii) authorizing the Company to withhold whole Shares which would otherwise be delivered upon exercise or settlement of the Award having an aggregate Fair Market Value determined as of the Tax Date, equal to the amount necessary to satisfy any such obligation, or (iv) any combination of cash, (ii) and (iii). Unless the Committee determines that more Shares may be delivered or withheld without an adverse accounting consequence to the Company, Shares to be delivered or withheld may not have an aggregate Fair Market Value in excess of the amount required to be withheld except that any fraction of a Share which would be required to satisfy such an obligation shall be rounded up to the nearest whole number.

ARTICLE XVI

SECTION 83(b) ELECTION

To the extent permitted by the Board or Committee, and unless otherwise provided in an Award Agreement, each recipient of Restricted Shares may, but is not obligated to, make an election under Section 83(b) of the Code to be taxed currently with respect to such Award. The election permitted under this Article XVI shall comply in all respects with and shall be made within the period of time prescribed under Section 83(b) of the Code. Each Participant shall prepare such forms as are required to make an election under Section 83(b) of the Code. The Company shall have no liability to any grantee who fails to make a permitted Section 83(b) election in a timely manner. In addition, the Company shall have no liability and makes no representation regarding the advisability of making an election under Section 83(b) of the Code, or regarding the tax, financial and other consequences of Awards.

ARTICLE XVII

CODE SECTION 409A COMPLIANCE

It is the intent of the Company that the Awards under this Plan and the Committee's exercise of authority or discretion with respect thereto shall comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. The Plan and the terms and conditions of the awards granted under this Plan shall be construed and interpreted consistent with that intent.

Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan or any Award Agreement to a "specified employee" (as defined under Section 409A of the Code) as a result of his or her termination of service shall be delayed for the first six (6) months following such termination of service and shall instead be paid as soon as administratively practicable following the end of such six-month period (or, if earlier, within 10 business days following the date of death of the specified employee).

ARTICLE XVIII

SECTION 16 COMPLIANCE

It is intended that the Plan and any Award made to a Participant subject to Section 16 of the Exchange Act will meet all of the requirements of Rule 16b-3. Accordingly, unless otherwise provided by the Committee, if any provisions of the Plan or any Award would disqualify the Plan or the Award, or would otherwise not comply with Rule 16b-3, such provision or Award will be construed or deemed amended to conform to Rule 16b-3.

ARTICLE XIX

OTHER PROVISIONS

Each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion.

ARTICLE XX

NUMBER AND GENDER

With respect to words used in the Plan, the singular form shall include the plural form, the masculine gender shall include the feminine gender, and vice versa, as the context requires.

ARTICLE XXI

MISCELLANEOUS

21.1 Subsidiary Employees.

In the case of a grant of an Award to an employee or director of or consultant to any Subsidiary of the Company or the Asset Management Company, the Company may, if the Committee so directs, issue or transfer the Shares, if any, covered by the Award to the Subsidiary or the Asset Management Company for such lawful consideration as the Committee may specify, upon the condition or understanding that the Subsidiary or the Asset Management Company will transfer the Shares to the employee, director or consultant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan.

21.2 Foreign Employees and Foreign Law Considerations.

The Committee may grant Awards to individuals who are eligible to participate in the plan who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

21.3 Erroneously Awarded Compensation.

All Awards and any cash payment or Shares delivered pursuant to an Award, if and to the extent subject to the Dodd-Frank Wall Street Reform and Consumer Protection Act, may be subject to a claw back policy or other incentive compensation policy established from time to time by the Company to comply with such Act.

ARTICLE XXII

GOVERNING LAW

All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Awards granted hereunder shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Plan, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

* * * * *

As adopted by the Board of Directors of ATHENE HOLDING LTD. on August 10, 2016.

AMENDED AND RESTATED ATHENE HOLDING LTD.

2009 SHARE INCENTIVE PLAN

AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT

THIS AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT (the "Agreement"), dated as of [●], 2016 (the "Effective Date"), is made between **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company"), and the Participant set forth on the signature page to this Agreement (the "Participant").

WHEREAS, the Company, acting through the Committee with the consent of the Company's Board of Directors (the "Board"), previously granted to the Participant effective on [●] (the "Grant Date"), a restricted share award pursuant to the Athene Holding Ltd. 2009 Share Incentive Plan (the "Plan"), the terms and conditions of which were set forth in that certain amended and restated restricted share award agreement, dated [●], between the Company and the Participant (the "Prior Award Agreement");

WHEREAS, the Company, acting through the Committee with the consent of the Board, and the Participant have agreed to amend and restate the Prior Award Agreement on the terms and subject to the conditions set forth in this Agreement and the Plan; and

WHEREAS, except as otherwise specifically provided herein, Awards granted by the Company (including those being amended pursuant to this Agreement) are subject to the terms of the Sixth Amended and Restated Shareholders Agreement, by and among the Company and certain of its securityholders, dated as of April 4, 2014 (as it may be further amended from time to time, the "Shareholders Agreement").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement, the parties hereto hereby agree as follows:

Section 1. The Plan.

The terms and provisions of the Plan are hereby incorporated into this Agreement as if set forth herein in their entirety. In the event of a conflict between any provision of this Agreement and the Plan, the provisions of this Agreement shall control. A copy of the Plan may be obtained from the Company by the Participant upon request. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan or the Shareholders Agreement, as the case may be.

Section 2. Grant.

Effective on the Grant Date, on the terms and subject to the conditions of the Plan and the Prior Award Agreement, the Company granted to the Participant an Award to receive Restricted Shares (the "Restricted Shares") at a purchase price of \$0.002 per share (the "Purchase Price").

The Company acknowledges that the Participant has paid the Purchase Price in full. The Restricted Shares are separated into two tranches for vesting purposes, the Tranche 1 Restricted Shares ("Tranche 1 Restricted Shares") and Tranche 2 Restricted Shares ("Tranche 2 Restricted Shares"), in the amounts set forth on the signature page hereto.

Section 3. Dividend and Voting Rights.

A Participant who holds Restricted Shares shall not have the rights of a shareholder with respect to such shares, including the right to vote, if any, thereon until such Restricted Shares vest in accordance with Section 4. Notwithstanding the foregoing, at any time after a Return of Investment (as defined below) has been achieved, in the event the Company pays a dividend on Shares, the Participant shall be entitled to receive an Adjusted Dividend (as defined below) on the Restricted Shares (the "Specified Shares") held by the Participant; provided that under no circumstances shall any such Adjusted Dividend be paid prior to the achievement of a Return on Investment (as defined below). An "Adjusted Dividend" means, with respect to each dividend declared and paid on Shares by the Company following the achievement of a Return on Investment (including, with respect to the dividend which causes a Return of Investment to be achieved, the portion, if any, of such dividend in excess of the amount necessary to cause a Return of Investment), the per share dividend calculated by determining the total amount of dividends that would have been payable on the Specified Shares, and dividing this amount by the number of Specified Shares. "Return of Investment" shall be the time at which dividends (whether in cash or specie) or consideration in redemption shall have been paid, or Realized Cash shall have been received, or deemed to be received as determined in accordance with Exhibit A, with respect to the Class A Common Shares issued prior to July 13, 2011 in an amount equal to the Relevant Investor's pro rata portion of the Group 1 Preference Amount (as such terms are defined in the Bye-laws). For the avoidance of doubt, after a Return of Investment, dividends on vested Restricted Shares shall be paid at the same time that such dividends are paid to other stockholders.

Section 4. Vesting. All Tranche 1 Restricted Shares and Tranche 2 Restricted Shares are non-forfeitable hereunder ("Vested Shares").

Section 5. Limitations upon Liquidation and Distributions.

Notwithstanding anything to the contrary herein or in the Plan or the Shareholders Agreement, it is the intent and agreement of the parties hereto that upon (i) a Liquidation of the Company, any distributions on or proceeds in respect of Vested Shares shall only be paid to the extent a Return of Investment has been achieved and (ii) Vested Shares shall not be entitled to any dividends until the achievement of a Return of Investment. For this purpose, a Return of Investment shall be determined including sale proceeds and deemed sale proceeds which shall be determined as set forth on Exhibit A hereto.

Section 6. Restrictions on Transfer.

(a) Restrictions After Vesting. Notwithstanding anything to the contrary, Vested Shares shall continue to be subject to all limitations and restrictions set forth herein (including Section 6(d) below), in the Plan and in the Shareholders Agreement.

(b) Transfers Void. Any sale or transfer, or purported sale or transfer, of any Restricted Shares acquired pursuant to this Agreement or any interest therein other than to the Company shall be null and void except to the extent transferred in accordance with the Company's estate planning policy.

(c) Charter Documents. The Certificate of Altered Memorandum of Association, the Bye-laws of the Company, the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement (collectively, the "Other Agreements"), as any of them may be amended from time to time, may provide for additional restrictions and limitations with respect to the Shares (including additional restrictions and limitations relating to the preference return on common equity of the Company to the shareholders of such equity and on the transfer of Shares). To the extent that the restrictions and limitations set forth in the Other Agreements are greater than those set forth in this Agreement, such restrictions and limitations shall apply to the Vested Shares and are incorporated herein by this reference. The restrictions and limitations set forth in such Other Agreements are not, however, in lieu of, nor shall they in any way reduce or eliminate, any limitation or restriction on the Shares imposed under the Plan or this Agreement, including Section 6(d) below. In the event of any conflict between the terms of the Other Agreements and the terms of the Plan or this Agreement, the terms contained in the Plan or this Agreement shall be controlling.

(d) Call Rights. Notwithstanding anything herein or in the Other Agreements to the contrary (including Section 3.7 of the Shareholders Agreement), the Participant and the Company agree that the provisions of this Section 6(d) shall apply with respect to the Vested Shares ("Subject Shares").

(i) Within 270 days following a Participant's Termination of Relationship for any reason (or the date on which the Restricted Shares become Vested Shares, if later), the Company shall have the right (but not the obligation) to repurchase all or any portion of the Subject Shares, and the Participant shall be obligated to sell any such Subject Shares in accordance with this Section 6(d). Any Permitted Transferee that received Subject Shares pursuant to clause (b) of the definition of Permitted Transfer as set forth in the Shareholders Agreement shall be subject to this Section 6(d) as if such Permitted Transferee and the Participant through which such Permitted Transferee received such Subject Shares are one and the same. For the avoidance of doubt, the Company's repurchase of a portion of the Subject Shares held by the Participant (or Permitted Transferee) shall not preclude the Company from repurchasing additional Subject Shares held by such Participant (or Permitted Transferee) at a later date or dates within the 270-day period(s) described above.

(ii) In the event that the Company wishes to exercise its rights pursuant to this Section 6(d), the Company shall deliver to such Participant (or his or her heirs or representatives), a timely written notice (the "Repurchase Notice") that sets forth (i) the number of Subject Shares the Company is repurchasing, (ii) an indication of the price to be paid for each such Subject Shares and (iii) the anticipated closing date of such transaction. The Company shall have the right to revoke the Repurchase Notice at any time prior to the consummation of such repurchase.

(iii) Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(d) shall be consummated on a date (the "Repurchase Date") within thirty (30) calendar days following delivery of a Repurchase Notice. Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(d) shall be made:

(A) with respect to Vested Shares which are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company less the Group 1 Preference Amount (defined below);

(B) with respect to Vested Shares which are repurchased following an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice less the Group 1 Preference Amount; and

(C) with respect to Vested Shares which are repurchased following a Termination of Relationship for Cause, in cash at a price per Vested Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares.

For purposes of this Section 6(d)(iii), "Group 1 Preference Amount" shall have the meaning ascribed to it in Bye-laws of the Company.

(iv) The Repurchase Price (defined below) shall be paid in a lump sum cash payment on the Repurchase Date. The Participant (or Permitted Transferee) hereby agrees that upon his or her receipt of such Repurchase Price, the outstanding Subject Shares then owned by such Participant (or Permitted Transferee) that are sold pursuant to this Section 6(d) shall automatically be transferred, sold and assigned to the Company and the Secretary of the Company shall automatically and irrevocably be appointed to transfer such Subject Shares to the Company on the books of the Company with full power of substitution. For purposes of this Section 6(d), the "Repurchase Price" means the price referred to in Section 6(d)(iii), as applicable.

(v) The Participant (or Permitted Transferee) agrees to provide customary representations and warranties to the Company, including (A) his or her power, authority and legal capacity to enter into such sale and to transfer valid right, title and interest in such Subject Shares; (B) his or her ownership of such Subject Shares and the absence of any liens, pledges, and other encumbrances on such Subject Shares; and (C) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Participant (or Permitted Transferee) or the assets of such Participant (or Permitted Transferee) are bound as the result of such sale.

(vi) If the Participant (or Permitted Transferee) holds Subject Shares which the Company wishes to repurchase in accordance with this Section 6(d), the Participant (or

Permitted Transferee) shall be entitled to payment in accordance with this Section 6(d), but shall no longer be entitled to participation in the Company or enjoy other rights as a shareholder with respect to the Subject Shares subject to such repurchase. To the maximum extent permitted by law, the Participant's (or Permitted Transferee's) rights following the Repurchase Notice, with respect to the repurchase of Subject Shares covered thereby, shall be solely the rights that he or she has as a general creditor of the Company to receive the amount set forth in this Section 6(d).

(vii) For the avoidance of doubt, the provisions of this Section 6(d) shall cease to apply to Vested Shares that have been exchanged for Class A Common Shares pursuant to Section 11. The provisions of this Section 6(d) shall automatically terminate and be of no further force or effect with respect to a Termination of Relationship occurring on or after the IPO Date.

Section 7. Protective Covenants.

(a) Confidential Information. The Participant shall not disclose or use at any time any Confidential Information (as defined below) of which the Participant is or becomes aware, whether or not such information is developed by the Participant, except to the extent that such disclosure or use is directly related to and required by the Participant's performance in good faith of duties for the Company, the Asset Management Company or their respective Affiliates. The Participant shall take all appropriate steps to safeguard Confidential Information in the Participant's possession and to protect it against disclosure, misuse, espionage, loss and theft. The Participant shall deliver to the Company upon the Participant's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, the Asset Management Company or any of their respective Affiliates which the Participant may then possess or have under his or her control. Notwithstanding the foregoing, the Participant may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by the Participant while providing services to the Company, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and

(xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Participant in breach of this Agreement) in a form generally available to the public prior to the date the Participant proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

Nothing herein (including, without limitation, any provision of this Section 7) shall, or is intended to, limit the Participant's right to file a proceeding with, or provide truthful evidence or other information, to any federal, state or local governmental agency.

(b) Restriction on Competition. The Participant acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. The Participant agrees that if the Participant were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Participant not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, the Participant will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of the Participant's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during the Participant's period of service has competed, or any time during the twelve (12) month period following the date of the Participant's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business

conducted by the Protected Companies as of the date of the Participant's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Participant's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following the Participant's Termination of Relationship with respect to any Participant with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following the Participant's Termination of Relationship with respect to any Participant with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following the Participant's Termination of Relationship with respect to any Participant with a title of VP at the time of the Termination of Relationship.

Nothing herein shall prohibit the Participant from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and the Participant does not provide services to, or have any responsibilities regarding, the Competing Business.

(c) Non-Solicitation of Employees and Consultants. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person (i) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

(d) Non-Solicitation of Customers. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and the Participant will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

(e) Understanding of Covenants. The Participant represents and agrees that he or she (i) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the "Restrictive Covenants"), (ii) is fully aware of his or her obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Restrictive Covenants are necessary

to protect the Protected Companies' confidential and proprietary information, good will, stable workforce and customer relations, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether the Participant is then entitled to receive severance pay or benefits from any of the Protected Companies. The Participant understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), the Participant does not believe would prevent him or her from otherwise earning a living. The Participant agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of the Participant.

(f) Enforcement. The Participant agrees that the Participant's services are unique and that he or she has access to Confidential Information. Accordingly, the Participant agrees that a breach by the Participant of any of the covenants in this Section 7 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Participant agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require the Participant to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against the Participant. The Participant further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of the Participant's Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that the Participant is in breach of any Restrictive Covenant.

Section 8. Limitation on Benefits.

(a) Notwithstanding anything contained in this Agreement to the contrary, except as provided in Section 8(d), to the extent that any payment, benefit or distribution of any type to or for the benefit of the Participant by the Company or any of its Affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, without limitation, any accelerated vesting of stock options or other equity-based awards) (collectively, the "Total Payments") would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code. Unless the Participant shall have given prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice

consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. This Section 8 shall take precedence over the provisions of any other plan, arrangement or agreement governing the Participant's rights and entitlements to any benefits or compensation.

(b) Any determination that Total Payments to the Participant must be reduced or eliminated in accordance with Section 8(a) and the assumptions to be utilized in arriving at such determination, shall be made by the Board in the exercise of its reasonable, good faith discretion based upon the advice of such professional advisors it may deem appropriate in the circumstances. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Board hereunder, it is possible that Total Payments to the Participant which will not have been made by the Company should have been made ("Underpayment") or that Total Payments to the Participant which were made should not have been made ("Overpayment"). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid by the Company to or for the benefit of the Participant. In the event of an Overpayment, then the Participant shall promptly repay to the Company the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by the Participant to the date the same is repaid to the Company.

(c) If any portion of the Total Payments would otherwise be subject to the excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in Total Payments contemplated by Section 8(a)), the Company shall use its reasonable efforts to obtain (in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the approval by such number of shareholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to the Total Payments that would be reduced or eliminated by operation of Section 8(a) if such shareholder approval was not obtained.

(d) Notwithstanding Section 8(a), the Company will pay the full amount of the Total Payments to the Participant if the Participant makes the Company and its Affiliates whole on an after tax basis for any adverse tax consequences imposed on the Company and its Affiliates under Section 280G of the Code as a result of paying the Total Payments to the Participant. The Company acknowledges that the adverse tax consequences to it will be limited by the extent to which it is subject to U.S. income tax.

Section 9. Participant's Employment or Service.

Nothing in this Agreement shall confer upon the Participant any right to continue in the employ or service of the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, its Subsidiaries or the Asset Management Company, as the case may be, in its sole discretion, to terminate the Participant's employment or service or to increase or decrease the Participant's compensation at any time.

Section 10. Delivery of Shares.

(a) Form. The Company has, in its discretion, issued the Restricted Shares either: (1) in certificate form as provided in clause (b) below; or (2) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Agreement.

(b) Delivery of Certificates Upon Vesting. Promptly after the date any Restricted Shares become Vested Shares pursuant to Section 4, the Company shall, as applicable, either remove the notations on any such Vested Shares issued in book entry form or deliver to the Participant a certificate or certificates evidencing the number of such Vested Shares (or, in either case, such lesser number of shares as may be permitted pursuant to the tax withholding provisions referred to in Section 19). The Participant shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements. The shares so delivered shall be subject to the restrictions referred to in Section 6(b), Section 6(c) and Section 6(d).

(c) Power of Attorney. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Agreement, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to (1) effect any transfer to the Company (or other purchaser, as the case may be) of the Restricted Shares acquired pursuant to this Agreement that are repurchased by or forfeited to the Company (or other permitted purchaser), and (2) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(d) Share Legend Generally. The certificate(s) representing the Restricted Shares shall bear the legend set forth in Section 7.2 of the Plan and/or any other appropriate or required legends under applicable laws. Such legends shall remain on the certificate(s) representing the Restricted Shares until the later of an IPO or such later date that counsel to the Company may reasonably determine is advisable to help ensure the Company's compliance with all applicable legal and regulatory requirements.

Section 11. Exchange of Restricted Shares.

(a) The Participant shall exchange all of the Vested Shares into Class A Common Shares by surrendering a portion of the Vested Shares to be exchanged to the Company. Vested Shares shall be exchanged for a number of Class A Common Shares of the Company determined by the product of (i) the number of Vested Shares being exchanged multiplied by (ii) the quotient obtained by dividing (A) the result of (x) the value of a Class A Common Share determined using the Valuation Method elected as provided below (the "Class A Value") less (y) \$10.00 less the per share dividends and other distributions, if any, previously paid by the Company in respect of the Class A Common Shares by (B) the Class A Value. The Participant shall within 10 days after the Effective Date (such tenth day, the "Election Date") elect one or more of the following

valuation methods (each, a "Valuation Method") in ten percent increments using Exhibit C hereto to effect the exchange of Vested Shares: (a) the value of a Class A Common Share determined by the Company as of the Election Date ("Private Valuation"); (b) the price at which the Company and the underwriters agree to offer and actually sell Class A Common Shares to the public in the IPO ("IPO Price") and (c) the Fair Market Value of a Class A Common Share on the applicable exchange date ("Post-IPO Installments").

(b) Exchanges using (i) the Private Valuation method will occur on the Election Date, with settlement occurring as soon as reasonably practicable thereafter, (ii) the IPO Price will occur on the IPO Date, with settlement occurring as soon as reasonably practicable following the IPO Date, and (iii) Post-IPO Installments will occur in six substantially equal installments on the 10th trading day of each of the first six calendar months beginning with the month following the month in which the IPO Date falls, with settlement occurring as soon as reasonably practicable following the applicable 10th trading day.

(c) As a condition to an exchange the Company may require that the Participant deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company reasonably requires.

(d) Notwithstanding anything to the contrary in this Section 11, the Company, in its sole discretion, may elect not to issue any fractional Class A Common Shares upon the exchange of Vested Shares for Class A Common Shares and, in lieu of issuing such fractional Class A Common Shares, may, in its sole discretion, either (i) deliver to the Participant the number of Class A Common Shares equal to the next highest whole share or (ii) pay to the Participant, in cash, an amount equal to the value of such fractional Class A Common Shares determined using the Class A Value.

Section 12. Securities Law Representations.

The Participant hereby represents and warrants to the Company as set forth on Exhibit B hereto.

Section 13. Notices.

All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to:

Athene Holding Ltd.
c/o Athene Employee Services, LLC
Attention: Kristi Burma, SVP of Human Resources
7700 Mills Civic Parkway
West Des Moines, Iowa 50266-3862

with copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

If to the Participant, to him at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 14. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

Section 15. Participant's Undertaking.

The Participant hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the express provisions of this Agreement and the Plan; provided, however, that such additional actions and documents are consistent with the terms of this Agreement.

Section 16. Modification of Rights.

The rights of the Participant are subject to modification and termination in certain events as provided in this Agreement and the Plan (with respect to the Restricted Shares granted hereby). Notwithstanding the foregoing, the Participant's rights under this Agreement and the Plan may not be materially impaired without the Participant's prior written consent.

Section 17. Governing Law.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD

CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 18. Arbitration.

Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto, will be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claims. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules for the Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in the State of Delaware before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator will be final, conclusive, unappealable and binding on the parties. The arbitration proceeding shall be confidential except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

Section 19. Withholding and Other Tax Issues.

The Company's obligation to deliver the Restricted Shares or any certificates evidencing the Restricted Shares, or otherwise remove the restrictive notations or legends on such shares or certificates is subject to the condition precedent that the Participant either pay (in cash or Shares) or provide for the amount of any such withholding obligations in such manner as may be authorized by the Committee under Article XV of the Plan. The Participant covenants and agrees to hold harmless and indemnify the Company, to the fullest extent permitted by applicable law, for any and all withholding taxes, penalties, fines and amounts paid in settlement of obligations related to any federal, state, local or other income, employment or other taxes with respect to the grant, vesting or making an election under Section 83(b) of the Code or other event with respect to the Restricted Shares.

Section 20. Adjustment.

In the event of any event described in Article X of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Article X of the Plan shall apply to the Restricted Shares. If any adjustment is made to the Restricted Shares pursuant to Article X of the Plan, the restrictions applicable to the Restricted Shares will continue in effect with respect to

any consideration or other securities (the “Restricted Property” and, for the purposes of this Agreement, “Restricted Shares” shall include “Restricted Property,” unless the context otherwise requires) received in respect of such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such Restricted Shares had remained outstanding.

Section 21. Counterparts.

This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

Section 22. Entire Agreement.

This Agreement and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto, including the Prior Award Agreement.

Section 23. Severability.

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 24. Waiver of Jury Trial.

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE COMPANY:

ATHENE HOLDING LTD.

By: _____
Name:
Title:

THE PARTICIPANT:

[NAME]

Date of Acceptance

Number of Shares subject to Tranche 1 Restricted Shares: []

Number of Shares subject to Tranche 2 Restricted Shares: []

Purchase Price for Tranche 1 Restricted Shares and Tranche 2 Restricted Shares: \$0.002 per share

Deemed sale proceeds for purposes of determining Adjusted Dividends and the entitlement to dividends and distributions pursuant to Section 5 shall be determined as follows:

1. In the event that (x) any Relevant Investor Shares remain unsold on any of the lock-up release dates occurring on the 7-1/2-month, 12-month and 15-month anniversary of the date of the IPO (the "IPO Date"), and (y) the Class A Common Shares are traded on a national public securities exchange on or after such date (the "Relevant Exchange"), then, for purposes of determining whether the Return of Investment has been achieved as of such release date, any unsold Relevant Investor Shares shall be deemed sold (or, if such unsold shares are held in a form other than Class A Common Shares, then an equivalent number of Class A Common Shares shall be deemed sold), and the Relevant Investor shall be deemed to have received Realized Cash, on such release date equal to the product of (A) the number of the then unsold Relevant Investor Shares, and (B) the volume weighted average closing trading price for the Relevant Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such release date; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior release date pursuant to this provision as a result of such sale.
2. In the event that the Relevant Investors do not sell or otherwise dispose of all of the Relevant Investor Shares on or before the Lock-Up End Date, then, for purposes of determining whether the Return of Investment has been achieved after the Lock-Up End Date until the tenth (10th) anniversary of the Grant Date (the "Post Lock-up Period"), any unsold Relevant Investor Shares shall be deemed sold, and the Relevant Investors shall be deemed to have received Realized Cash, on the 15th day of each calendar month during the Post Lock-up Period and on the 13th day of the calendar month immediately following the end of the Post Lock-up Period (each such date, a "Testing Date"), equal to the product of (A) the number of the unsold Relevant Investor Shares measured as of the end of the last trading day of the calendar month immediately preceding the calendar month in which the determination is being made (or, with respect to the last Testing Date, measured as of the last day of the Post Lock-up Period), and (B) the highest single trading day VWAP (as defined below) during the calendar month (or, with respect to the first and last Testing Date, during the portion of the calendar month within the Post Lock-up Period) immediately preceding the calendar month in which the determination is being made; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior Testing Date pursuant to this provision as a result of such sale. For the purposes hereof, "VWAP" shall be determined on each trading day and means, with respect to each such trading day, the volume weighted average closing trading price for the Relevant Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such trading day.
3. For the avoidance of doubt, for purposes of this Agreement, the Relevant Investor Shares shall not include any Class A Common Shares of the Company acquired by the Relevant Investor after July 12, 2011.

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4. In the event of a sale or deemed sale by the Relevant Investor of less than 100% of the Relevant Investor Shares, for purposes of determining Realized Cash, the Relevant Investor will be deemed to sell such shares on a “first in, first out” basis.
 5. All decisions by the Committee with respect to any calculations pursuant to this Agreement, including, without limitation, the determination of Realized Cash, Relevant Investor Investment and the date, if any, that Realized Cash exceeds any of the applicable targets, shall be reasonable and made in good faith and, absent manifest error, shall be final and binding on the Participant.

Securities Law Representations

The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal, state and foreign securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) The Participant acknowledges that the Restricted Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Participant is an "accredited investor" (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time.

(b) The Participant is an "accredited investor" within the meaning of Rule 501(a)(1), (2) or (3) of the Securities Act.

(c) The Participant has acquired the Restricted Shares solely for the Participant's own account, for investment purposes only, and not with a view to or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of the Restricted Shares within the meaning of the Securities Act and/or any applicable state securities laws.

(d) The Participant acknowledges that he has not acquired the Restricted Shares as a result of any general solicitation or general advertising in the United States, including any meeting whose attendees have been invited by general solicitation or general advertising.

(e) The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Restricted Shares and the restrictions imposed on any Shares. The Participant has been furnished with, and/or has access to, such information as he considers necessary or appropriate for deciding whether to purchase the Restricted Shares. However, in evaluating the merits and risks of an investment in the Shares, the Participant has and will rely only upon the advice of his own legal counsel, tax advisors, and/or investment advisors.

(f) The Participant is aware that the Restricted Shares may be of no practical value, that any value they may have depend on vesting as well as the performance of the Company and the market generally, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(g) The Participant understands that the Restricted Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Restricted Shares have not been and will not be registered under the Securities Act,

and that the Restricted Shares are “restricted securities” as defined by Rule 144(a)(3) under the Securities Act, and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act or in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act, each as presently in effect. The Participant acknowledges reviewing a copy of Rule 144 promulgated under the Securities Act and Regulation S under the Securities Act, as presently in effect, and represents that he is familiar with such rule, and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(h) The Participant agrees that he will comply with all applicable laws and regulations in effect in any jurisdiction in which he sells any of the securities or otherwise transfers any interest therein.

(i) The Participant has read and understands the restrictions and limitations set forth in the Shareholders Agreement, the Plan and this Agreement.

(j) The Participant understands and acknowledges that, if and the Restricted Shares vest, (a) any certificate evidencing the Vested Shares (or evidencing any other securities issued with respect thereto pursuant to any share split, share dividend, merger or other form of reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided under the Shareholders Agreement, the Company has no obligation to register the Shares or file any registration statement under federal or state securities laws.

EXCHANGE ELECTION

I hereby elect to exchange my Vested Shares for Class A Common Shares using the following Valuation Method(s) to determine the number of Shares to be surrendered pursuant to Section 11 of the Amended and Restated Restricted Share Award Agreement.

Private Valuation: %

IPO Price: %

Post-IPO Installments: %

Please specify 10% increments.

Participant Name

Signature

Date

Exh C-1

ATHENE HOLDING LTD.

2012 SHARE INCENTIVE PLAN

AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT

THIS AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT (the "Agreement"), dated as of [●], 2016 (the "Effective Date"), is made between **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company"), and the Participant set forth on the signature page to this Agreement (the "Participant").

WHEREAS, the Company, acting through the Committee with the consent of the Company's Board of Directors (the "Board"), previously granted to the Participant, effective on [●] (the "Grant Date"), a restricted share award pursuant to the Athene Holding Ltd. 2012 Share Incentive Plan (the "Plan"), the terms and conditions of which were set forth in that certain amended and restated restricted share award agreement, dated [●], between the Company and the Participant (the "Prior Award Agreement");

WHEREAS, the Company, acting through the Committee with the consent of the Board, and the Participant have agreed to amend and restate the Prior Award Agreement on the terms and subject to the conditions set forth in this Agreement and the Plan; and

WHEREAS, except as otherwise specifically provided herein, Awards granted by the Company (including those being amended pursuant to this Agreement) are subject to the terms of the Sixth Amended and Restated Shareholders Agreement, by and among the Company and certain of its securityholders, dated as of April 4, 2014 (as it may be further amended from time to time, the "Shareholders Agreement").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement, the parties hereto hereby agree as follows:

Section 1. The Plan.

The terms and provisions of the Plan are hereby incorporated into this Agreement as if set forth herein in their entirety. In the event of a conflict between any provision of this Agreement and the Plan, the provisions of this Agreement shall control. A copy of the Plan may be obtained from the Company by the Participant upon request. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan or the Shareholders Agreement, as the case may be.

Section 2. Grant.

Effective on the Grant Date, on the terms and subject to the conditions of the Plan and the Prior Award Agreement, the Company granted to the Participant an Award to receive Restricted Shares (the "Restricted Shares") at a purchase price of \$0.001 per share (the "Purchase Price").

The Company acknowledges that the Participant has paid the Purchase Price in full. The Restricted Shares are separated into two tranches for vesting purposes, the Tranche 1 Restricted Shares ("Tranche 1 Restricted Shares") and Tranche 2 Restricted Shares ("Tranche 2 Restricted Shares"), in the amounts set forth on the signature page hereto.

Section 3. Dividend and Voting Rights.

A Participant who holds Restricted Shares shall not have the rights of a shareholder with respect to such shares, including the right to vote, if any, thereon until such Restricted Shares vest in accordance with Section 4. Notwithstanding the foregoing, at any time after a Return of Investment (as defined below) has been achieved, in the event the Company pays a dividend on Shares, the Participant shall be entitled to receive an Adjusted Dividend (as defined below) on the Restricted Shares (the "Specified Shares") held by the Participant that would have been eligible to receive the dividend but for the fact that such Shares were not vested. The Adjusted Dividend shall be payable, from time to time, within two and one-half months after all or any portion of the Specified Shares vest pursuant to Section 4(a); provided that under no circumstances shall any such Adjusted Dividend be paid prior to the achievement of a Return on Investment (as defined below). An "Adjusted Dividend" means, with respect to each dividend declared and paid on Shares by the Company following the achievement of a Return on Investment (including, with respect to the dividend which causes a Return of Investment to be achieved, the portion, if any, of such dividend in excess of the amount necessary to cause a Return of Investment), the per share dividend calculated by determining the total amount of dividends that would have been payable on the Specified Shares, assuming, solely for this purpose, that the time hurdles under Section 4(a) below were fully satisfied as of the time that such dividend was paid, and dividing this amount by the number of Specified Shares. "Return of Investment" shall be the time at which dividends (whether in cash or specie) or consideration in redemption shall have been paid, or Realized Cash shall have been received, or deemed to be received as determined in accordance with Exhibit A, with respect to the Class A Common Shares subscribed for after July 12, 2011 in an amount equal to the Relevant Investor's pro rata portion of the Group 2 Preference Amount (as such terms are defined in the Bye-laws). For the avoidance of doubt, after a Return of Investment, dividends on vested Restricted Shares shall be paid at the same time that such dividends are paid to other stockholders.

If the Participant forfeits any unvested Restricted Shares, the Participant shall also forfeit any payments related to dividends otherwise deliverable in connection with the forfeited Restricted Shares.

Section 4. Vesting.

Subject to the Participant's not having a Termination of Relationship prior to the applicable vesting date (except as provided in Section 4(a)(ii) and Section 4(a)(iii)), the Restricted Shares shall become non-forfeitable and the restrictions imposed thereon pursuant to Section 6(a) shall lapse (any Restricted Shares that shall have become non-forfeitable pursuant to Section 4, the "Vested Shares") according to the following provisions:

(a) Tranche 1 Restricted Shares.

(i) Twenty-percent (20%) of the Tranche 1 Restricted Shares shall become Vested Shares on each of the 1st, 2nd, 3rd, 4th and 5th anniversaries of [●], and prior to becoming vested, shall be subject to the restrictions set forth in Section 6(a).

(ii) In the event of the consummation of a Sale of the Company or upon the occurrence of a Change in Control (A) prior to the Participant's Termination of Relationship or (B) within six (6) months following a Termination of Relationship of the Participant by the Company, its Subsidiaries and/or the Asset Management Company without Cause, by the Participant for Good Reason or as a result of the Participant's death or Disability (each, a "Qualifying Termination") the Tranche 1 Restricted Shares which have not theretofore vested or been forfeited shall vest in full and shall become Vested Shares. "Change in Control" means any event or series of events by which (i) the Apollo Group ceases to own, directly or indirectly, equity interests in the Company ("Equity Interests") representing 40% or more on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company, and (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of a greater percentage on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company than such percentage owned by the Apollo Group. For purposes of the definition of Change in Control, "Apollo Group" means (i) Apollo Global Management, LLC, any investment fund or managed account managed by Apollo Global Management, LLC and any of their respective Affiliates (in each case, other than any operating portfolio companies of an Apollo managed fund or the Company or any of the Company's Subsidiaries), and (ii) any employees of or consultants to the entities described in clause (i) of this sentence.

(iii) In the event that the Participant is party to a written employment agreement with either the Company, any of its Subsidiaries or with the Asset Management Company, any vesting provisions applicable to the Tranche 1 Restricted Shares contained therein are hereby incorporated by reference into this Agreement.

(iv) For the avoidance of doubt, any Tranche 1 Restricted Shares that are unvested on the date of the Participant's Termination of Relationship (excluding any Restricted Shares that are eligible to vest pursuant to Section 4(a)(iii)) shall be forfeited to the Company as of such date in accordance with Section 6; provided, that, any Tranche 1 Restricted Shares that are eligible to vest following the Participant's Qualifying Termination pursuant to Section 4(a)(ii) shall be forfeited to the Company on the date that is six (6) months following the date of the Participant's Qualifying Termination, to the extent then unvested.

(b) Tranche 2 Restricted Shares.

All Tranche 2 Restricted Shares are non-forfeitable hereunder.

Section 5. Limitations upon Liquidation and Distributions.

Notwithstanding anything to the contrary herein or in the Plan or the Shareholders Agreement, it is the intent and agreement of the parties hereto that upon (i) a Liquidation of the Company, any distributions on or proceeds in respect of Vested Shares shall only be paid to the extent a Return of Investment has been achieved and (ii) Vested Shares shall not be entitled to any dividends until the achievement of a Return of Investment. For this purpose, a Return of Investment shall be determined including sale proceeds and deemed sale proceeds which shall be determined as set forth on Exhibit A hereto.

Section 6. Restrictions on Transfer.

(a) Restrictions Prior to Vesting; Effect of Termination of Employment Prior to Vesting Prior to the time that the Restricted Shares have become Vested Shares pursuant to Section 4, the Restricted Shares, any interest therein or any amount payable in respect thereof shall not be sold or Transferred. Except as expressly provided in Section 4(a)(ii) and Section 4(a)(iii) as to the Tranche 1 Restricted Shares, if the Participant ceases to be employed by or ceases to provide services to the Company, a Subsidiary or the Asset Management Company (other than by virtue of any transfer of the Participant's employment or services as among the Company, a Subsidiary and the Asset Management Company), the Participant's Restricted Shares shall be forfeited to the Company to the extent such shares have not become Vested Shares pursuant to Section 4 as of the date of the Participant's Termination of Relationship (regardless of the reason for such termination of employment or service, whether with or without cause, voluntarily or involuntarily, or due to death or Disability). Restricted Shares subject to Section 4(a)(ii) and Section 4(a)(iii) shall be forfeited on the date or dates such Restricted Shares are no longer eligible to vest pursuant to such provisions to the extent that such Restricted Shares do not become Vested Shares prior to such date or dates. In addition, in the event of the earliest to occur of (i) a Sale of the Company, (ii) a Liquidation of the Company, or (iii) the ten (10) year anniversary of the Grant Date, the Participant's Restricted Shares shall be forfeited to the Company immediately prior to the occurrence of such event to the extent such shares have not become Vested Shares or to the extent that such shares shall not otherwise become Vested Shares upon the consummation of the Sale of the Company or the Liquidation of the Company. Upon the occurrence of any forfeiture of Restricted Shares hereunder, such forfeited Restricted Shares shall be automatically transferred to the Company as of the date of such forfeiture, without any other action by the Participant. The Company may exercise its powers under Section 10(d) hereof and take any other action necessary or advisable to evidence such transfer. The Participant shall deliver any additional documents of transfer that the Company may request to confirm the transfer of such forfeited Restricted Shares to the Company. Within a reasonable period of time following the Company's receipt of such forfeited Restricted Shares, and any other documents required pursuant to the preceding sentence, the Company shall pay to the Participant (in the form of a check or by cancellation of money purchase indebtedness) an amount equal to the lesser of (i) the original Purchase Price paid by the Participant for the forfeited Restricted Shares, or (ii) the Fair Market Value of the forfeited Restricted Shares

determined as of date of such forfeiture. No interest shall be paid with respect to and no other adjustments (other than adjustments in accordance with Article X of the Plan) shall be made to the repurchase amount determined pursuant to the preceding sentence.

(b) Restrictions After Vesting. Upon and after the time that any Restricted Shares have become Vested Shares pursuant to Section 4, such Vested Shares shall not continue to be subject to the restrictions set forth in Section 6(a), but such Vested Shares shall continue to be subject to the other limitations and restrictions set forth herein (including Section 6(e) below), in the Plan and in the Shareholders Agreement.

(c) Transfers Void. Any sale or transfer, or purported sale or transfer, of any Restricted Shares acquired pursuant to this Agreement or any interest therein other than to the Company shall be null and void except to the extent transferred in accordance with the Company's estate planning policy.

(d) Charter Documents. The Certificate of Altered Memorandum of Association, the Bye-laws of the Company, the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement (collectively, the "Other Agreements"), as any of them may be amended from time to time, may provide for additional restrictions and limitations with respect to the Shares (including additional restrictions and limitations relating to the preference return on common equity of the Company to the shareholders of such equity and on the transfer of Shares). To the extent that the restrictions and limitations set forth in the Other Agreements are greater than those set forth in this Agreement, such restrictions and limitations shall apply to the Restricted Shares as well as any Restricted Shares that may have become Vested Shares and are incorporated herein by this reference. The restrictions and limitations set forth in such Other Agreements are not, however, in lieu of, nor shall they in any way reduce or eliminate, any limitation or restriction on the Shares imposed under the Plan or this Agreement, including Section 6(e) below. In the event of any conflict between the terms of the Other Agreements and the terms of the Plan or this Agreement, the terms contained in the Plan or this Agreement shall be controlling.

(e) Call Rights. Notwithstanding anything herein or in the Other Agreements to the contrary (including Section 3.7 of the Shareholders Agreement), the Participant and the Company agree that the provisions of this Section 6(e) shall apply with respect to the Vested Shares ("Subject Shares").

(i) Within 270 days following a Participant's Termination of Relationship for any reason (or the date on which the Restricted Shares become Vested Shares, if later), the Company shall have the right (but not the obligation) to repurchase all or any portion of the Subject Shares, and the Participant shall be obligated to sell any such Subject Shares in accordance with this Section 6(e). Any Permitted Transferee that received Subject Shares pursuant to clause (b) of the definition of Permitted Transfer as set forth in the Shareholders Agreement shall be subject to this Section 6(e) as if such Permitted Transferee and the Participant through which such Permitted Transferee received such Subject Shares are one and the same. For the avoidance of doubt, the Company's repurchase of a portion of the Subject Shares held by the Participant (or Permitted Transferee) shall not preclude the Company from repurchasing additional Subject Shares held by such Participant (or Permitted Transferee) at a later date or dates within the 270-day period(s) described above.

(ii) In the event that the Company wishes to exercise its rights pursuant to this Section 6(e), the Company shall deliver to such Participant (or his or her heirs or representatives), a timely written notice (the "Repurchase Notice") that sets forth (i) the number of Subject Shares the Company is repurchasing, (ii) an indication of the price to be paid for each such Subject Shares and (iii) the anticipated closing date of such transaction. The Company shall have the right to revoke the Repurchase Notice at any time prior to the consummation of such repurchase.

(iii) Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be consummated on a date (the "Repurchase Date") within thirty (30) calendar days following delivery of a Repurchase Notice. Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be made:

(A) with respect to Vested Shares which are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company less the Group 2 Preference Amount (defined below);

(B) with respect to Vested Shares which are repurchased following an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice less the Group 2 Preference Amount; and

(C) with respect to Vested Shares which are repurchased following a Termination of Relationship for Cause, in cash at a price per Vested Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares.

For purposes of this Section 6(e)(iii), "Group 2 Preference Amount" shall have the meaning ascribed to it in Bye-laws of the Company.

(iv) The Repurchase Price (defined below) shall be paid in a lump sum cash payment on the Repurchase Date. The Participant (or Permitted Transferee) hereby agrees that upon his or her receipt of such Repurchase Price, the outstanding Subject Shares then owned by such Participant (or Permitted Transferee) that are sold pursuant to this Section 6(e) shall automatically be transferred, sold and assigned to the Company and the Secretary of the Company shall automatically and irrevocably be appointed to transfer such Subject Shares to the Company on the books of the Company with full power of substitution. For purposes of this Section 6(e), the "Repurchase Price" means the price referred to in Section 6(e)(iii), as applicable.

(v) The Participant (or Permitted Transferee) agrees to provide customary representations and warranties to the Company, including (A) his or her power, authority and legal capacity to enter into such sale and to transfer valid right, title and interest in such Subject Shares; (B) his or her ownership of such Subject Shares and the absence of any liens, pledges, and other encumbrances on such Subject Shares; and (C) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Participant (or Permitted Transferee) or the assets of such Participant (or Permitted Transferee) are bound as the result of such sale.

(vi) If the Participant (or Permitted Transferee) holds Subject Shares which the Company wishes to repurchase in accordance with this Section 6(e), the Participant (or Permitted Transferee) shall be entitled to payment in accordance with this Section 6(e), but shall no longer be entitled to participation in the Company or enjoy other rights as a shareholder with respect to the Subject Shares subject to such repurchase. To the maximum extent permitted by law, the Participant's (or Permitted Transferee's) rights following the Repurchase Notice, with respect to the repurchase of Subject Shares covered thereby, shall be solely the rights that he or she has as a general creditor of the Company to receive the amount set forth in this Section 6(e).

(vii) For the avoidance of doubt, the provisions of this Section 6(e) shall cease to apply to Vested Shares that have been exchanged for Class A Common Shares pursuant to Section 11. The provisions of this Section 6(e) shall automatically terminate and be of no further force or effect with respect to a Termination of Relationship occurring on or after the IPO Date.

Section 7. Protective Covenants.

(a) Confidential Information. The Participant shall not disclose or use at any time any Confidential Information (as defined below) of which the Participant is or becomes aware, whether or not such information is developed by the Participant, except to the extent that such disclosure or use is directly related to and required by the Participant's performance in good faith of duties for the Company, the Asset Management Company or their respective Affiliates. The Participant shall take all appropriate steps to safeguard Confidential Information in the Participant's possession and to protect it against disclosure, misuse, espionage, loss and theft. The Participant shall deliver to the Company upon the Participant's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, the Asset Management Company or any of their respective Affiliates which the Participant may then possess or have under his or her control. Notwithstanding the foregoing, the Participant may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to,

information, observations and data obtained by the Participant while providing services to the Company, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Participant in breach of this Agreement) in a form generally available to the public prior to the date the Participant proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

Nothing herein (including, without limitation, any provision of this Section 7 shall, or is intended to, limit the Participant's right to file a proceeding with, or provide truthful evidence or other information, to any federal, state or local governmental agency.

(b) Restriction on Competition. The Participant acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. The Participant agrees that if the Participant were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Participant not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, the Participant will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of

Relationship, to the knowledge of the Participant, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of the Participant's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during the Participant's period of service has competed, or any time during the twelve (12) month period following the date of the Participant's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the date of the Participant's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Participant's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following the Participant's Termination of Relationship with respect to any Participant with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following the Participant's Termination of Relationship with respect to any Participant with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following the Participant's Termination of Relationship with respect to any Participant with a title of VP at the time of the Termination of Relationship.

Nothing herein shall prohibit the Participant from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and the Participant does not provide services to, or have any responsibilities regarding, the Competing Business.

(c) Non-Solicitation of Employees and Consultants. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person (i) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

(d) Non-Solicitation of Customers. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business

away from the Protected Companies, and the Participant will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

(e) Understanding of Covenants. The Participant represents and agrees that he or she (i) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the “Restrictive Covenants”), (ii) is fully aware of his or her obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether the Participant is then entitled to receive severance pay or benefits from any of the Protected Companies. The Participant understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), the Participant does not believe would prevent him or her from otherwise earning a living. The Participant agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of the Participant.

(f) Enforcement. The Participant agrees that the Participant’s services are unique and that he or she has access to Confidential Information. Accordingly, the Participant agrees that a breach by the Participant of any of the covenants in this Section 7 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Participant agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require the Participant to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against the Participant. The Participant further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of the Participant’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that the Participant is in breach of any Restrictive Covenant.

Section 8. Limitation on Benefits.

(a) Notwithstanding anything contained in this Agreement to the contrary, except as provided in Section 8(d), to the extent that any payment, benefit or distribution of any type to or for the benefit of the Participant by the Company or any of its Affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, without limitation, any accelerated vesting of stock options or other equity-based awards) (collectively, the “Total Payments”) would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code. Unless the Participant shall have given prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. This Section 8 shall take precedence over the provisions of any other plan, arrangement or agreement governing the Participant’s rights and entitlements to any benefits or compensation.

(b) Any determination that Total Payments to the Participant must be reduced or eliminated in accordance with Section 8(a) and the assumptions to be utilized in arriving at such determination, shall be made by the Board in the exercise of its reasonable, good faith discretion based upon the advice of such professional advisors it may deem appropriate in the circumstances. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Board hereunder, it is possible that Total Payments to the Participant which will not have been made by the Company should have been made (“Underpayment”) or that Total Payments to the Participant which were made should not have been made (“Overpayment”). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid by the Company to or for the benefit of the Participant. In the event of an Overpayment, then the Participant shall promptly repay to the Company the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by the Participant to the date the same is repaid to the Company.

(c) If any portion of the Total Payments would otherwise be subject to the excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in Total Payments contemplated by Section 8(a)), the Company shall use its reasonable efforts to obtain (in a manner which satisfies all applicable requirements of Section 280G(b)(5) (B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the approval by such number of shareholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to the Total Payments that would be reduced or eliminated by operation of Section 8(a) if such shareholder approval was not obtained.

(d) Notwithstanding Section 8(a), the Company will pay the full amount of the Total Payments to the Participant if the Participant makes the Company and its Affiliates whole on an after tax basis for any adverse tax consequences imposed on the Company and its Affiliates under Section 280G of the Code as a result of paying the Total Payments to the Participant. The Company acknowledges that the adverse tax consequences to it will be limited by the extent to which it is subject to U.S. income tax.

Section 9. Participant's Employment or Service.

Nothing in this Agreement shall confer upon the Participant any right to continue in the employ or service of the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, its Subsidiaries or the Asset Management Company, as the case may be, in its sole discretion, to terminate the Participant's employment or service or to increase or decrease the Participant's compensation at any time.

Section 10. Delivery of Shares.

(a) Form. The Company shall, in its discretion, issue the Restricted Shares either: (1) in certificate form as provided in clause (b) below; or (2) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Agreement.

(b) Certificates to be Held by the Company; Legend Any certificates representing the Restricted Shares that may be delivered to the Participant by the Company prior to vesting of the Restricted Shares pursuant to Section 4 shall be redelivered to the Company to be held by the Company or its designee until the shares represented thereby vest pursuant to Section 4. Any such certificates will bear a legend making appropriate reference to the restrictions imposed hereunder.

(c) Delivery of Certificates Upon Vesting. Promptly after the date any Restricted Shares become Vested Shares pursuant to Section 4, the Company shall, as applicable, either remove the notations on any such Vested Shares issued in book entry form or deliver to the Participant a certificate or certificates evidencing the number of such Vested Shares (or, in either case, such lesser number of shares as may be permitted pursuant to the tax withholding provisions referred to in Section 19). The Participant shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements. The shares so delivered shall no longer be restricted pursuant to Section 6(a) but shall continue to be subject to the restrictions referred to in Section 6(b), Section 6(d) and Section 6(e).

(d) Power of Attorney. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Agreement, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to (1) effect any transfer to the Company (or other purchaser, as the case may be) of the Restricted Shares acquired pursuant to

this Agreement that are repurchased by or forfeited to the Company (or other permitted purchaser), and (2) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(e) Share Legend Generally. The certificate(s) representing the Restricted Shares as well as any Restricted Shares that may become Vested Shares shall bear the legend set forth in Section 7.2 of the Plan and/or any other appropriate or required legends under applicable laws. Such legends shall remain on the certificate(s) representing the Restricted Shares until the later of (1) an IPO (or such later date that counsel to the Company may reasonably determine is advisable to help ensure the Company's compliance with all applicable legal and regulatory requirements) or (2) as to any legend referencing the forfeiture provisions of Section 6(a), until the date that such shares become Vested Shares pursuant to Section 4.

Section 11. Exchange of Restricted Shares.

(a) The Participant shall exchange all of the Restricted Shares that become Vested Shares prior to or as of the IPO Date, as applicable, ("Pre-IPO Vested Shares") into Class A Common Shares by surrendering a portion of the Vested Shares to be exchanged to the Company. Pre-IPO Vested Shares shall be exchanged for a number of Class A Common Shares of the Company determined by the product of (i) the number of Vested Shares being exchanged multiplied by (ii) the quotient obtained by dividing (A) the result of (x) the value of a Class A Common Share determined using the Valuation Method elected as provided below (the "Class A Value") less (y) \$10.78 less the per share dividends and other distributions, if any, paid by the Company in respect of the Class A Common Shares by (B) the Class A Value. The Participant shall within 10 days after the Effective Date (such tenth day, the "Election Date") elect one or more of the following valuation methods (each, a "Valuation Method") in ten percent increments using Exhibit C hereto to effect the exchange of Pre-IPO Vested Shares: (a)(i) for all Pre-IPO Vested Shares that have vested on or before the Effective Date, the value of a Class A Common Share determined by the Company as of the Election Date or (ii) for all Pre-IPO Vested Shares that vest following the Effective Date but prior to the IPO Date, the value of a Class A Common Share determined by the Company as of the applicable vesting date ("Private Valuation"); (b) the price at which the Company and the underwriters agree to offer and actually sell Class A Common Shares to the public in the IPO ("IPO Price") and (c) the Fair Market Value of a Class A Common Share on the applicable exchange date ("Post-IPO Installments").

(b) Exchanges using (i) the Private Valuation method will occur on the Election Date for all Pre-IPO Vested Shares that have vested on or before the Effective Date and on the vesting date for all Pre-IPO Vested Shares that vest following the Effective Date but prior to the IPO Date, with settlement occurring as soon as reasonably practicable thereafter, (ii) the IPO Price will occur on the IPO Date, with settlement occurring as soon as reasonably practicable following the IPO Date, and (iii) Post-IPO Installments will occur in six substantially equal installments on the 10th trading day of each of the first six calendar months beginning with the month following the month in which the IPO Date falls, with settlement occurring as soon as reasonably practicable following the applicable 10th trading day.

(c) The Participant shall exchange Restricted Shares that become Vested Shares after the IPO Date ("Post-IPO Vested Shares") into Class A Common Shares within 30 days after the

vesting date. The Participant may exchange Post-IPO Vested Shares by surrendering a portion of the Vested Shares to be exchanged or by making a cash payment. If the Participant elects to surrender Vested Shares, the Post-IPO Vested Shares shall be exchanged for a number of Class A Common Shares of the Company determined by the product of (i) the number of Vested Shares being exchanged multiplied by (ii) the quotient obtained by dividing (A) the result of (x) the Fair Market Value of a Class A Common Share less (y) \$10.78 less the per share dividends and other distributions, if any, paid by the Company in respect of the Class A Common Shares by (B) the Fair Market Value of a Class A Common Share. If the Participant elects to pay cash, the Participant shall pay to the Company \$10.78 less the per share dividends and other distributions, if any, paid by the Company in respect of the Class A Common Shares for each Post-IPO Vested Share to be exchanged, and each Post-IPO Vested Share shall be exchanged for one Class A Common Share of the Company. If the Participant does not make a timely election, the exchange will occur by surrender of Vested Shares on the thirtieth day following the vesting date as provided in this [Section 11\(c\)](#).

(d) Notwithstanding the foregoing, after achievement of a Return of Investment (determined based on dividends and other distributions actually paid and Realized Cash actually received), each Post-IPO Vested Share shall be exchanged for one Class A Common Share of the Company without surrender of Shares to the Company or payment, regardless of whether Class A Common Shares (or any securities attributable to such shares) are listed on a public exchange.

(e) As a condition to an exchange the Company may require that the Participant deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company reasonably requires.

(f) Notwithstanding anything to the contrary in this [Section 11](#), the Company, in its sole discretion, may elect not to issue any fractional Class A Common Shares upon the exchange of Vested Shares for Class A Common Shares and, in lieu of issuing such fractional Class A Common Shares, may, in its sole discretion, either (i) deliver to the Participant the number of Class A Common Shares equal to the next highest whole share or (ii) pay to the Participant, in cash, an amount equal to the value of such fractional Class A Common Shares determined using the Class A Value for Pre-IPO Vested Shares, and the Fair Market Value for Post-IPO Vested Shares.

Section 12. Securities Law Representations.

The Participant hereby represents and warrants to the Company as set forth on [Exhibit B](#) hereto.

Section 13. Notices.

All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to:

Athene Holding Ltd.
c/o Athene Employee Services, LLC
Attention: Kristi Burma, SVP of Human Resources
7700 Mills Civic Parkway
West Des Moines, Iowa 50266-3862

with copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

If to the Participant, to him at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 14. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

Section 15. Participant's Undertaking.

The Participant hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the express provisions of this Agreement and the Plan; provided, however, that such additional actions and documents are consistent with the terms of this Agreement.

Section 16. Modification of Rights.

The rights of the Participant are subject to modification and termination in certain events as provided in this Agreement and the Plan (with respect to the Restricted Shares granted hereby). Notwithstanding the foregoing, the Participant's rights under this Agreement and the Plan may not be materially impaired without the Participant's prior written consent.

Section 17. Governing Law.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 18. Arbitration.

Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto, will be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claims. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules for the Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in the State of Delaware before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator will be final, conclusive, unappealable and binding on the parties. The arbitration proceeding shall be confidential except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

Section 19. Withholding and Other Tax Issues.

The Company's obligation to deliver the Restricted Shares or any certificates evidencing the Restricted Shares, or otherwise remove the restrictive notations or legends on such shares or certificates that refer to the transfer restrictions set forth in Section 6(a), is subject to the condition precedent that the Participant either pay (in cash or Shares) or provide for the amount of any such withholding obligations in such manner as may be authorized by the Committee under Article XV of the Plan. The Participant covenants and agrees to hold harmless and indemnify the Company, to the fullest extent permitted by applicable law, for any and all withholding taxes, penalties, fines and amounts paid in settlement of obligations related to any federal, state, local or other income, employment or other taxes with respect to the grant, vesting or making an election under Section 83(b) of the Code or other event with respect to the Restricted Shares.

Section 20. Adjustment.

In the event of any event described in Article X of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Article X of the Plan shall apply to the Restricted Shares. If any adjustment is made to the Restricted Shares pursuant to Article X of the Plan, the restrictions applicable to the Restricted Shares will continue in effect with respect to any consideration or other securities (the "Restricted Property" and, for the purposes of this Agreement, "Restricted Shares" shall include "Restricted Property," unless the context otherwise requires) received in respect of such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such Restricted Shares had remained outstanding.

Section 21. Counterparts.

This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

Section 22. Entire Agreement.

This Agreement and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto, including the Prior Award Agreement.

Section 23. Severability.

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 24. Waiver of Jury Trial

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE COMPANY:

ATHENE HOLDING LTD.

By: _____
Name:
Title:

THE PARTICIPANT:

[NAME]

Date of Acceptance

Number of Shares subject to Tranche 1 Restricted Shares: []

Number of Shares subject to Tranche 2 Restricted Shares: []

Purchase Price for Tranche 1 Restricted Shares and Tranche 2 Restricted Shares: \$0.001 per share

Deemed sale proceeds for purposes of determining Adjusted Dividends and the entitlement to dividends and distributions pursuant to Section 5 shall be determined as follows:

1. In the event that (x) any Relevant Investor Shares remain unsold on any of the lock-up release dates occurring on the 7-1/2-month, 12-month and 15-month anniversary of the date of the IPO (the "IPO Date"), and (y) the Class A Common Shares are traded on a national public securities exchange on or after such date (the "Relevant Exchange"), then, for purposes of determining whether the Return of Investment has been achieved as of such release date, any unsold Relevant Investor Shares shall be deemed sold (or, if such unsold shares are held in a form other than Class A Common Shares, then an equivalent number of Class A Common Shares shall be deemed sold), and the Relevant Investor shall be deemed to have received Realized Cash, on such release date equal to the product of (A) the number of the then unsold Relevant Investor Shares, and (B) the volume weighted average closing trading price for the Relevant Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such release date; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior release date pursuant to this provision as a result of such sale.
2. In the event that the Relevant Investors do not sell or otherwise dispose of all of the Relevant Investor Shares on or before the Lock-Up End Date, then, for purposes of determining whether the Return of Investment has been achieved after the Lock-Up End Date until the tenth (10th) anniversary of the Grant Date (the "Post Lock-up Period"), any unsold Relevant Investor Shares shall be deemed sold, and the Relevant Investors shall be deemed to have received Realized Cash, on the 1st day of each calendar month during the Post Lock-up Period and on the 15th day of the calendar month immediately following the end of the Post Lock-up Period (each such date, a "Testing Date"), equal to the product of (A) the number of the unsold Relevant Investor Shares measured as of the end of the last trading day of the calendar month immediately preceding the calendar month in which the determination is being made (or, with respect to the last Testing Date, measured as of the last day of the Post Lock-up Period), and (B) the highest single trading day VWAP (as defined below) during the calendar month (or, with respect to the first and last Testing Date, during the portion of the calendar month within the Post Lock-up Period) immediately preceding the calendar month in which the determination is being made; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior Testing Date pursuant to this provision as a result of such sale. For the purposes hereof, "VWAP" shall be determined on each trading day and means, with respect to each such trading day, the volume weighted average closing trading price for the Relevant Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such trading day.
3. For the avoidance of doubt, for purposes of this Agreement, the Relevant Investor Shares shall not include any Class A Common Shares of the Company acquired by the Relevant Investor in connection with the Company's 2014 private placement of such shares.

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4. In the event of a sale or deemed sale by the Relevant Investor of less than 100% of the Relevant Investor Shares, for purposes of determining Realized Cash, the Relevant Investor will be deemed to sell such shares on a “first in, first out” basis.
 5. All decisions by the Committee with respect to any calculations pursuant to this Agreement including, without limitation, the determination of Realized Cash, Relevant Investor Investment and the date, if any, that Realized Cash exceeds any of the applicable targets, shall be reasonable and made in good faith and, absent manifest error, shall be final and binding on the Participant.

Exh A-2

Securities Law Representations

The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal, state and foreign securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) The Participant acknowledges that the Restricted Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Participant is an "accredited investor" (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time.

(b) The Participant is an "accredited investor" within the meaning of Rule 501(a)(1), (2) or (3) of the Securities Act.

(c) The Participant has acquired the Restricted Shares solely for the Participant's own account, for investment purposes only, and not with a view to or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of the Restricted Shares within the meaning of the Securities Act and/or any applicable state securities laws.

(d) The Participant acknowledges that he has not acquired the Restricted Shares as a result of any general solicitation or general advertising in the United States, including any meeting whose attendees have been invited by general solicitation or general advertising.

(e) The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Restricted Shares and the restrictions imposed on any Shares. The Participant has been furnished with, and/or has access to, such information as he considers necessary or appropriate for deciding whether to purchase the Restricted Shares. However, in evaluating the merits and risks of an investment in the Shares, the Participant has and will rely only upon the advice of his own legal counsel, tax advisors, and/or investment advisors.

(f) The Participant is aware that the Restricted Shares may be of no practical value, that any value they may have depend on vesting as well as the performance of the Company and the market generally, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(g) The Participant understands that the Restricted Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Restricted Shares have not been and will not be registered under the Securities Act,

and that the Restricted Shares are “restricted securities” as defined by Rule 144(a)(3) under the Securities Act, and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act or in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act, each as presently in effect. The Participant acknowledges reviewing a copy of Rule 144 promulgated under the Securities Act and Regulation S under the Securities Act, as presently in effect, and represents that he is familiar with such rule, and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(h) The Participant agrees that he will comply with all applicable laws and regulations in effect in any jurisdiction in which he sells any of the securities or otherwise transfers any interest therein.

(i) The Participant has read and understands the restrictions and limitations set forth in the Shareholders Agreement, the Plan and this Agreement.

(j) The Participant understands and acknowledges that, if and the Restricted Shares vest, (a) any certificate evidencing the Vested Shares (or evidencing any other securities issued with respect thereto pursuant to any share split, share dividend, merger or other form of reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided under the Shareholders Agreement, the Company has no obligation to register the Shares or file any registration statement under federal or state securities laws.

EXCHANGE ELECTION

I hereby elect to exchange my Pre-IPO Vested Shares for Class A Common Shares using the following Valuation Method(s) to determine the number of Shares to be surrendered pursuant to Section 11 of the Amended and Restated Restricted Share Award Agreement.

Private Valuation: %

IPO Price: %

Post-IPO Installments: %

Please specify 10% increments.

Participant Name

Signature

Date

Exh C-1

ATHENE HOLDING LTD.

2014 SHARE INCENTIVE PLAN

AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT

THIS AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT (the "Agreement"), dated as of [●], 2016 (the "Effective Date"), is made between **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company"), and the Participant set forth on the signature page to this Agreement (the "Participant").

WHEREAS, the Company, acting through the Committee with the consent of the Company's Board of Directors (the "Board"), previously granted to the Participant effective on [●] (the "Grant Date"), a restricted share award pursuant to the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan"), the terms and conditions of which were set forth in that certain amended and restated restricted share award agreement, dated [●], between the Company and the Participant (the "Prior Award Agreement");

WHEREAS, the Company, acting through the Committee with the consent of the Board, and the Participant have agreed to amend and restate the Prior Award Agreement on the terms and subject to the conditions set forth in this Agreement and the Plan; and

WHEREAS, except as otherwise specifically provided herein, Awards granted by the Company (including those being amended pursuant to this Agreement) are subject to the terms of the Sixth Amended and Restated Shareholders Agreement, by and among the Company and certain of its securityholders, dated as of April 4, 2014 (as it may be further amended from time to time, the "Shareholders Agreement").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement, the parties hereto hereby agree as follows:

Section 1. The Plan.

The terms and provisions of the Plan are hereby incorporated into this Agreement as if set forth herein in their entirety. In the event of a conflict between any provision of this Agreement and the Plan, the provisions of this Agreement shall control. A copy of the Plan may be obtained from the Company by the Participant upon request. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan or the Shareholders Agreement, as the case may be.

Section 2. Grant.

Effective on the Grant Date, on the terms and subject to the conditions of the Plan and the Prior Award Agreement, the Company granted to the Participant an Award to receive Restricted Shares (the "Restricted Shares") at a purchase price of \$0.001 per share (the "Purchase Price").

The Company acknowledges that the Participant has paid the Purchase Price in full. The Restricted Shares are separated into two tranches for vesting purposes, the Tranche 1 Restricted Shares ("Tranche 1 Restricted Shares") and Tranche 2 Restricted Shares ("Tranche 2 Restricted Shares"), in the amounts set forth on the signature page hereto.

Section 3. Dividend and Voting Rights.

A Participant who holds Restricted Shares shall not have the rights of a shareholder with respect to such shares, including the right to vote, if any, thereon until such Restricted Shares vest in accordance with Section 4. Notwithstanding the foregoing, at any time after a Return of Investment (as defined below) has been achieved, in the event the Company pays a dividend on Shares, the Participant shall be entitled to receive an Adjusted Dividend (as defined below) on the Restricted Shares (the "Specified Shares") held by the Participant that would have been eligible to receive the dividend but for the fact that such Shares were not vested. The Adjusted Dividend shall be payable, from time to time, within two and one-half months after all or any portion of the Specified Shares vest pursuant to Section 4(a); provided that under no circumstances shall any such Adjusted Dividend be paid prior to the achievement of a Return on Investment (as defined below). An "Adjusted Dividend" means, with respect to each dividend declared and paid on Shares by the Company following the achievement of a Return on Investment (including, with respect to the dividend which causes a Return of Investment to be achieved, the portion, if any, of such dividend in excess of the amount necessary to cause a Return of Investment), the per share dividend calculated by determining the total amount of dividends that would have been payable on the Specified Shares, assuming, solely for this purpose, that the time hurdles under Section 4(a) below were fully satisfied as of the time that such dividend was paid, and dividing this amount by the number of Specified Shares. "Return of Investment" shall be the time at which dividends (whether in cash or specie) or consideration in redemption shall have been paid, or Realized Cash shall have been received, or deemed to have been received as determined in accordance with Exhibit A, with respect to the Class A Common Shares actually purchased on or after October 30, 2012 in an amount equal to \$13.46 per share. For the avoidance of doubt, after a Return of Investment, dividends on vested Restricted Shares shall be paid at the same time that such dividends are paid to other stockholders.

If the Participant forfeits any unvested Restricted Shares, the Participant shall also forfeit any payments related to dividends otherwise deliverable in connection with the forfeited Restricted Shares.

Section 4. Vesting.

Subject to the Participant's not having a Termination of Relationship prior to the applicable vesting date (except as provided in Section 4(a)(ii) and Section 4(a)(iii)) the Restricted Shares shall become non-forfeitable and the restrictions imposed thereon pursuant to Section 6(a) shall lapse (any Restricted Shares that shall have become non-forfeitable pursuant to Section 4, the "Vested Shares") according to the following provisions:

(a) Tranche 1 Restricted Shares.

(i) Twenty-percent (20%) of the Tranche 1 Restricted Shares shall become Vested Shares on each of the 1st, 2nd, 3rd, 4th and 5th anniversaries of [●], and prior to becoming vested, shall be subject to the restrictions set forth in Section 6(a).

(ii) In the event of the consummation of a Sale of the Company or upon the occurrence of a Change in Control (A) prior to the Participant's Termination of Relationship or (B) within six (6) months following a Termination of Relationship of the Participant by the Company, its Subsidiaries and/or the Asset Management Company without Cause, by the Participant for Good Reason or as a result of the Participant's death or Disability (each, a "Qualifying Termination") the Tranche 1 Restricted Shares which have not theretofore vested or been forfeited shall vest in full and shall become Vested Shares. "Change in Control" means any event or series of events by which (i) the Apollo Group ceases to own, directly or indirectly, equity interests in the Company ("Equity Interests") representing 40% or more on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company, and (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of a greater percentage on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company than such percentage owned by the Apollo Group. For purposes of the definition of Change in Control, "Apollo Group" means (i) Apollo Global Management, LLC, any investment fund or managed account managed by Apollo Global Management, LLC and any of their respective Affiliates (in each case, other than any operating portfolio companies of an Apollo managed fund or the Company or any of the Company's Subsidiaries), and (ii) any employees of or consultants to the entities described in clause (i) of this sentence.

(iii) In the event that the Participant is party to a written employment agreement with either the Company, any of its Subsidiaries or with the Asset Management Company, any vesting provisions applicable to the Tranche 1 Restricted Shares contained therein are hereby incorporated by reference into this Agreement.

(iv) For the avoidance of doubt, any Tranche 1 Restricted Shares that are unvested on the date of the Participant's Termination of Relationship (excluding any Restricted Shares that are eligible to vest pursuant to Section 4(a)(iii)) shall be forfeited to the Company as of such date in accordance with Section 6; provided, that, any Tranche 1 Restricted Shares that are eligible to vest following the Participant's Qualifying Termination pursuant to Section 4(a)(ii) shall be forfeited to the Company on the date that is six (6) months following the date of the Participant's Qualifying Termination, to the extent then unvested.

(b) Tranche 2 Restricted Shares.

All Tranche 2 Restricted Shares are non-forfeitable hereunder.

Section 5. Limitations upon Liquidation and Distributions.

Notwithstanding anything to the contrary herein or in the Plan or the Shareholders Agreement, it is the intent and agreement of the parties hereto that upon (i) a Liquidation of the Company, any distributions on or proceeds in respect of Vested Shares shall only be paid to the extent a Return of Investment has been achieved and (ii) Vested Shares shall not be entitled to any dividends until the achievement of a Return of Investment. For this purpose, a Return of Investment shall be determined including sale proceeds and deemed sale proceeds which shall be determined as set forth on Exhibit A hereto.

Section 6. Restrictions on Transfer.

(a) Restrictions Prior to Vesting; Effect of Termination of Employment Prior to Vesting Prior to the time that the Restricted Shares have become Vested Shares pursuant to Section 4, the Restricted Shares, any interest therein or any amount payable in respect thereof shall not be sold or Transferred. Except as expressly provided in Section 4(a)(ii) and Section 4(a)(iii) as to the Tranche 1 Restricted Shares, if the Participant ceases to be employed by or ceases to provide services to the Company, a Subsidiary or the Asset Management Company (other than by virtue of any transfer of the Participant's employment or services as among the Company, a Subsidiary and the Asset Management Company), the Participant's Restricted Shares shall be forfeited to the Company to the extent such shares have not become Vested Shares pursuant to Section 4 as of the date of the Participant's Termination of Relationship (regardless of the reason for such termination of employment or service, whether with or without cause, voluntarily or involuntarily, or due to death or Disability). Restricted Shares subject to Section 4(a)(ii) and Section 4(a)(iii) shall be forfeited on the date or dates such Restricted Shares are no longer eligible to vest pursuant to such provisions to the extent that such Restricted Shares do not become Vested Shares prior to such date or dates. In addition, in the event of the earliest to occur of (i) a Sale of the Company, (ii) a Liquidation of the Company, or (iii) the 36-month anniversary of the Lock-Up End Date, the Participant's Restricted Shares shall be forfeited to the Company immediately prior to the occurrence of such event to the extent such shares have not become Vested Shares or to the extent that such shares shall not otherwise become Vested Shares upon the consummation of the Sale of the Company or the Liquidation of the Company. Upon the occurrence of any forfeiture of Restricted Shares hereunder, such forfeited Restricted Shares shall be automatically transferred to the Company as of the date of such forfeiture, without any other action by the Participant. The Company may exercise its powers under Section 10(d) hereof and take any other action necessary or advisable to evidence such transfer. The Participant shall deliver any additional documents of transfer that the Company may request to confirm the transfer of such forfeited Restricted Shares to the Company. Within a reasonable period of time following the Company's receipt of such forfeited Restricted Shares, and any other documents required pursuant to the preceding sentence, the Company shall pay to the Participant (in the form of a check or by cancellation of money purchase indebtedness) an amount equal to the lesser of (i) the original Purchase Price paid by the Participant for the forfeited Restricted Shares, or (ii) the Fair Market Value of the forfeited Restricted Shares determined as of date of such forfeiture. No interest shall be paid with respect to and no other adjustments (other than adjustments in accordance with Article X of the Plan) shall be made to the repurchase amount determined pursuant to the preceding sentence.

(b) Restrictions After Vesting. Upon and after the time that any Restricted Shares have become Vested Shares pursuant to Section 4, such Vested Shares shall not continue to be subject to the restrictions set forth in Section 6(a), but such Vested Shares shall continue to be subject to the other limitations and restrictions set forth herein (including Section 6(e) below), in the Plan and in the Shareholders Agreement.

(c) Transfers Void. Any sale or transfer, or purported sale or transfer, of any Restricted Shares acquired pursuant to this Agreement or any interest therein other than to the Company shall be null and void except to the extent transferred in accordance with the Company's estate planning policy.

(d) Charter Documents. The Certificate of Altered Memorandum of Association, the By-laws of the Company, the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement (collectively, the "Other Agreements"), as any of them may be amended from time to time, may provide for additional restrictions and limitations with respect to the Shares (including additional restrictions and limitations relating to the preference return on common equity of the Company to the shareholders of such equity and on the transfer of Shares). To the extent that the restrictions and limitations set forth in the Other Agreements are greater than those set forth in this Agreement, such restrictions and limitations shall apply to the Restricted Shares as well as any Restricted Shares that may have become Vested Shares and are incorporated herein by this reference. The restrictions and limitations set forth in such Other Agreements are not, however, in lieu of, nor shall they in any way reduce or eliminate, any limitation or restriction on the Shares imposed under the Plan or this Agreement, including Section 6(e) below. In the event of any conflict between the terms of the Other Agreements and the terms of the Plan or this Agreement, the terms contained in the Plan or this Agreement shall be controlling.

(e) Call Rights. Notwithstanding anything herein or in the Other Agreements to the contrary (including Section 3.7 of the Shareholders Agreement), the Participant and the Company agree that the provisions of this Section 6(e) shall apply with respect to the Vested Shares ("Subject Shares").

(i) Within 270 days following a Participant's Termination of Relationship for any reason (or the date on which the Restricted Shares become Vested Shares, if later), the Company shall have the right (but not the obligation) to repurchase all or any portion of the Subject Shares, and the Participant shall be obligated to sell any such Subject Shares in accordance with this Section 6(e). Any Permitted Transferee that received Subject Shares pursuant to clause (b) of the definition of Permitted Transfer as set forth in the Shareholders Agreement shall be subject to this Section 6(e) as if such Permitted Transferee and the Participant through which such Permitted Transferee received such Subject Shares are one and the same. For the avoidance of doubt, the Company's repurchase of a portion of the Subject Shares held by the Participant (or Permitted Transferee) shall not preclude the Company from repurchasing additional Subject Shares held by such Participant (or Permitted Transferee) at a later date or dates within the 270-day period(s) described above.

(ii) In the event that the Company wishes to exercise its rights pursuant to this Section 6(e), the Company shall deliver to such Participant (or his or her heirs or representatives), a timely written notice (the "Repurchase Notice") that sets forth (i) the number of Subject Shares the Company is repurchasing, (ii) an indication of the price to be paid for each such Subject Shares and (iii) the anticipated closing date of such transaction. The Company shall have the right to revoke the Repurchase Notice at any time prior to the consummation of such repurchase.

(iii) Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be consummated on a date (the "Repurchase Date") within thirty (30) calendar days following delivery of a Repurchase Notice. Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be made:

(A) with respect to Vested Shares which are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company less the Group 3 Preference Amount (defined below);

(B) with respect to Vested Shares which are repurchased following an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice less the Group 3 Preference Amount; and

(C) with respect to Vested Shares which are repurchased following a Termination of Relationship for Cause, in cash at a price per Vested Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares.

For purposes of this Section 6(e)(iii), "Group 3 Preference Amount" shall have the meaning ascribed to it in Bye-laws of the Company.

(iv) The Repurchase Price (defined below) shall be paid in a lump sum cash payment on the Repurchase Date. The Participant (or Permitted Transferee) hereby agrees that upon his or her receipt of such Repurchase Price, the outstanding Subject Shares then owned by such Participant (or Permitted Transferee) that are sold pursuant to this Section 6(e) shall automatically be transferred, sold and assigned to the Company and the Secretary of the Company shall automatically and irrevocably be appointed to transfer such Subject Shares to the Company on the books of the Company with full power of substitution. For purposes of this Section 6(e), the "Repurchase Price" means the price referred to in Section 6(e)(iii), as applicable.

(v) The Participant (or Permitted Transferee) agrees to provide customary representations and warranties to the Company, including (A) his or her power, authority and legal capacity to enter into such sale and to transfer valid right, title and interest in

such Subject Shares; (B) his or her ownership of such Subject Shares and the absence of any liens, pledges, and other encumbrances on such Subject Shares; and (C) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Participant (or Permitted Transferee) or the assets of such Participant (or Permitted Transferee) are bound as the result of such sale.

(vi) If the Participant (or Permitted Transferee) holds Subject Shares which the Company wishes to repurchase in accordance with this Section 6(e), the Participant (or Permitted Transferee) shall be entitled to payment in accordance with this Section 6(e), but shall no longer be entitled to participation in the Company or enjoy other rights as a shareholder with respect to the Subject Shares subject to such repurchase. To the maximum extent permitted by law, the Participant's (or Permitted Transferee's) rights following the Repurchase Notice, with respect to the repurchase of Subject Shares covered thereby, shall be solely the rights that he or she has as a general creditor of the Company to receive the amount set forth in this Section 6(e).

(vii) For the avoidance of doubt, the provisions of this Section 6(e) shall cease to apply to Vested Shares that have been exchanged for Class A Common Shares pursuant to Section 11. The provisions of this Section 6(e) shall automatically terminate and be of no further force or effect with respect to a Termination of Relationship occurring on or after the IPO Date.

Section 7. Protective Covenants.

(a) Confidential Information. The Participant shall not disclose or use at any time any Confidential Information (as defined below) of which the Participant is or becomes aware, whether or not such information is developed by the Participant, except to the extent that such disclosure or use is directly related to and required by the Participant's performance in good faith of duties for the Company, the Asset Management Company or their respective Affiliates. The Participant shall take all appropriate steps to safeguard Confidential Information in the Participant's possession and to protect it against disclosure, misuse, espionage, loss and theft. The Participant shall deliver to the Company upon the Participant's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, the Asset Management Company or any of their respective Affiliates which the Participant may then possess or have under his or her control. Notwithstanding the foregoing, the Participant may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by the Participant while providing services to the Company, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of

the Company, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Participant in breach of this Agreement) in a form generally available to the public prior to the date the Participant proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

Nothing herein (including, without limitation, any provision of this Section 7) shall, or is intended to, limit the Participant's right to file a proceeding with, or provide truthful evidence or other information, to any federal, state or local governmental agency.

(b) Restriction on Competition. The Participant acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. The Participant agrees that if the Participant were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Participant not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, the Participant will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of the Participant's Termination of Relationship). For purposes of this

Agreement, "Competing Business" means a Person that at any time during the Participant's period of service has competed, or any time during the twelve (12) month period following the date of the Participant's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the date of the Participant's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Participant's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following the Participant's Termination of Relationship with respect to any Participant with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following the Participant's Termination of Relationship with respect to any Participant with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following the Participant's Termination of Relationship with respect to any Participant with a title of VP at the time of the Termination of Relationship.

Nothing herein shall prohibit the Participant from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and the Participant does not provide services to, or have any responsibilities regarding, the Competing Business.

(c) Non-Solicitation of Employees and Consultants. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person (i) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

(d) Non-Solicitation of Customers. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and the Participant will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

(e) Understanding of Covenants. The Participant represents and agrees that he or she (i) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the “Restrictive Covenants”), (ii) is fully aware of his or her obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether the Participant is then entitled to receive severance pay or benefits from any of the Protected Companies. The Participant understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), the Participant does not believe would prevent him or her from otherwise earning a living. The Participant agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of the Participant.

(f) Enforcement. The Participant agrees that the Participant’s services are unique and that he or she has access to Confidential Information. Accordingly, the Participant agrees that a breach by the Participant of any of the covenants in this Section 7 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Participant agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require the Participant to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against the Participant. The Participant further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of the Participant’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that the Participant is in breach of any Restrictive Covenant.

Section 8. Limitation on Benefits.

(a) Notwithstanding anything contained in this Agreement to the contrary, except as provided in Section 8(d), to the extent that any payment, benefit or distribution of any type to or for the benefit of the Participant by the Company or any of its Affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this

Agreement or otherwise (including, without limitation, any accelerated vesting of stock options or other equity-based awards) (collectively, the “Total Payments”) would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code. Unless the Participant shall have given prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. This Section 8 shall take precedence over the provisions of any other plan, arrangement or agreement governing the Participant’s rights and entitlements to any benefits or compensation.

(b) Any determination that Total Payments to the Participant must be reduced or eliminated in accordance with Section 8(a) and the assumptions to be utilized in arriving at such determination, shall be made by the Board in the exercise of its reasonable, good faith discretion based upon the advice of such professional advisors it may deem appropriate in the circumstances. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Board hereunder, it is possible that Total Payments to the Participant which will not have been made by the Company should have been made (“Underpayment”) or that Total Payments to the Participant which were made should not have been made (“Overpayment”). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid by the Company to or for the benefit of the Participant. In the event of an Overpayment, then the Participant shall promptly repay to the Company the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by the Participant to the date the same is repaid to the Company.

(c) If any portion of the Total Payments would otherwise be subject to the excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in Total Payments contemplated by Section 8(a)), the Company shall use its reasonable efforts to obtain (in a manner which satisfies all applicable requirements of Section 280G(b)(5) (B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the approval by such number of shareholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to the Total Payments that would be reduced or eliminated by operation of Section 8(a) if such shareholder approval was not obtained.

(d) Notwithstanding Section 8(a), the Company will pay the full amount of the Total Payments to the Participant if the Participant makes the Company and its Affiliates whole on an after tax basis for any adverse tax consequences imposed on the Company and its Affiliates under Section 280G of the Code as a result of paying the Total Payments to the Participant. The Company acknowledges that the adverse tax consequences to it will be limited by the extent to which it is subject to U.S. income tax.

Section 9. Participant's Employment or Service.

Nothing in this Agreement shall confer upon the Participant any right to continue in the employ or service of the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, its Subsidiaries or the Asset Management Company, as the case may be, in its sole discretion, to terminate the Participant's employment or service or to increase or decrease the Participant's compensation at any time.

Section 10. Delivery of Shares.

(a) Form. The Company shall, in its discretion, issue the Restricted Shares either: (1) in certificate form as provided in clause (b) below; or (2) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Agreement.

(b) Certificates to be Held by the Company; Legend. Any certificates representing the Restricted Shares that may be delivered to the Participant by the Company prior to vesting of the Restricted Shares pursuant to Section 4 shall be redelivered to the Company to be held by the Company or its designee until the shares represented thereby vest pursuant to Section 4. Any such certificates will bear a legend making appropriate reference to the restrictions imposed hereunder.

(c) Delivery of Certificates Upon Vesting. Promptly after the date any Restricted Shares become Vested Shares pursuant to Section 4, the Company shall, as applicable, either remove the notations on any such Vested Shares issued in book entry form or deliver to the Participant a certificate or certificates evidencing the number of such Vested Shares (or, in either case, such lesser number of shares as may be permitted pursuant to the tax withholding provisions referred to in Section 19). The Participant shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements. The shares so delivered shall no longer be restricted pursuant to Section 6(a) but shall continue to be subject to the restrictions referred to in Section 6(b), Section 6(d) and Section 6(e).

(d) Power of Attorney. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Agreement, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to (1) effect any transfer to the Company (or other purchaser, as the case may be) of the Restricted Shares acquired pursuant to this Agreement that are repurchased by or forfeited to the Company (or other permitted purchaser), and (2) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(e) Share Legend Generally. The certificate(s) representing the Restricted Shares as well as any Restricted Shares that may become Vested Shares shall bear the legend set forth in Section 7.2 of the Plan and/or any other appropriate or required legends under applicable laws.

Such legends shall remain on the certificate(s) representing the Restricted Shares until the later of (1) an IPO (or such later date that counsel to the Company may reasonably determine is advisable to help ensure the Company's compliance with all applicable legal and regulatory requirements) or (2) as to any legend referencing the forfeiture provisions of Section 6(a), until the date that such shares become Vested Shares pursuant to Section 4.

Section 11. Exchange of Restricted Shares.

(a) The Participant shall exchange all of the Restricted Shares that become Vested Shares prior to or as of the IPO Date, as applicable, (~~Pre-IPO Vested Shares~~) into Class A Common Shares by surrendering a portion of the Vested Shares to be exchanged to the Company. Pre-IPO Vested Shares shall be exchanged for a number of Class A Common Shares of the Company determined by the product of (i) the number of Vested Shares being exchanged multiplied by (ii) the quotient obtained by dividing (A) the result of (x) the value of a Class A Common Share determined using the Valuation Method elected as provided below (the "Class A Value") less (y) \$13.46 less the per share dividends and other distributions, if any, paid by the Company in respect of the Class A Common Shares on or after October 30, 2012 by (B) the Class A Value. The Participant shall within 10 days after the Effective Date (such tenth day, the "Election Date") elect one or more of the following valuation methods (each, a "Valuation Method") in ten percent increments using Exhibit C hereto to effect the exchange of Pre-IPO Vested Shares: (a)(i) for all Pre-IPO Vested Shares that have vested on or before the Effective Date, the value of a Class A Common Share determined by the Company as of the Election Date or (ii) for all Pre-IPO Vested Shares that vest following the Effective Date but prior to the IPO Date, the value of a Class A Common Share determined by the Company as of the applicable vesting date ("Private Valuation"); (b) the price at which the Company and the underwriters agree to offer and actually sell Class A Common Shares to the public in the IPO ("IPO Price") and (c) the Fair Market Value of a Class A Common Share on the applicable exchange date ("Post-IPO Installments").

(b) Exchanges using (i) the Private Valuation method will occur on the Election Date for all Pre-IPO Vested Shares that have vested on or before the Effective Date and on the vesting date for all Pre-IPO Vested Shares that vest following the Effective Date but prior to the IPO Date, with settlement occurring as soon as reasonably practicable thereafter, (ii) the IPO Price will occur on the IPO Date, with settlement occurring as soon as reasonably practicable following the IPO Date, and (iii) Post-IPO Installments will occur in six substantially equal installments on the 10th trading day of each of the first six calendar months beginning with the month following the month in which the IPO Date falls, with settlement occurring as soon as reasonably practicable following the applicable 10th trading day.

(c) The Participant shall exchange Restricted Shares that become Vested Shares after the IPO Date ("Post-IPO Vested Shares") into Class A Common Shares within 30 days after the vesting date. The Participant may exchange Post-IPO Vested Shares by surrendering a portion of the Vested Shares to be exchanged or by making a cash payment. If the Participant elects to surrender Vested Shares, the Post-IPO Vested Shares shall be exchanged for a number of Class A Common Shares of the Company determined by the product of (i) the number of Vested Shares being exchanged multiplied by (ii) the quotient obtained by dividing (A) the result of (x) the Fair Market Value of a Class A Common Share less (y) \$13.46 less the per share dividends

and other distributions, if any, paid by the Company in respect of the Class A Common Shares on or after October 30, 2012 by (B) the Fair Market Value of a Class A Common Share. If the Participant elects to pay cash, the Participant shall pay to the Company \$13.46 less the per share dividends and other distributions, if any, paid by the Company in respect of the Class A Common Shares on or after October 30, 2012 for each Post-IPO Vested Share to be exchanged, and each Post-IPO Vested Share shall be exchanged for one Class A Common Share of the Company. If the Participant does not make a timely election, the exchange will occur by surrender of Vested Shares on the thirtieth day following the vesting date as provided in this [Section 11\(c\)](#).

(d) Notwithstanding the foregoing, after achievement of a Return of Investment (determined based on dividends and other distributions actually paid and Realized Cash actually received), each Post-IPO Vested Share shall be exchanged for one Class A Common Share of the Company without surrender of Shares to the Company or payment, regardless of whether Class A Common Shares (or any securities attributable to such shares) are listed on a public exchange.

(e) As a condition to an exchange the Company may require that the Participant deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company reasonably requires.

(f) Notwithstanding anything to the contrary in this [Section 11](#), the Company, in its sole discretion, may elect not to issue any fractional Class A Common Shares upon the exchange of Vested Shares for Class A Common Shares and, in lieu of issuing such fractional Class A Common Shares, may, in its sole discretion, either (i) deliver to the Participant the number of Class A Common Shares equal to the next highest whole share or (ii) pay to the Participant, in cash, an amount equal to the value of such fractional Class A Common Shares determined using the Class A Value for Pre-IPO Vested Shares, and the Fair Market Value for Post-IPO Vested Shares.

Section 12. [Securities Law Representations](#).

The Participant hereby represents and warrants to the Company as set forth on [Exhibit B](#) hereto.

Section 13. [Notices](#).

All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to:

Athene Holding Ltd.
c/o Athene Employee Services, LLC
Attention: Kristi Burma, SVP of Human Resources
7700 Mills Civic Parkway
West Des Moines, Iowa 50266-3862

with copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

If to the Participant, to him at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 14. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

Section 15. Participant's Undertaking; Participant's Release.

(a) The Participant hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the express provisions of this Agreement and the Plan; provided, however, that such additional actions and documents are consistent with the terms of this Agreement.

(b) The Participant acknowledges and agrees that the Participant is not relying (for purposes of accepting this Award, making any tax election related to this Award or otherwise) upon any information, advice, counsel or representations (whether written or oral) of the Company with respect to the valuation of the Restricted Shares. The Participant has consulted with his or her own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent he or she has deemed necessary, and have made his or her own decisions with respect to accepting this Award and making any tax election related to the Restricted Shares based upon his or her own judgment and upon any advice from such advisers he or she has deemed necessary and not upon any view expressed by the Company. The Participant is accepting this Award with a full understanding of all the terms, conditions and risks hereof and

thereof (economic and otherwise), and is capable of and willing to assume (financially and otherwise) those risks. The Participant agrees that neither the Company nor any of its Affiliates shall have any liability to the Participant for any loss or liability that the Participant may suffer to the extent that it arises out of, or in connection with tax-related matters, including but not limited to any matter related to any decision by the Participant to make a Section 83(b) election, any Section 83(b) filing made with the IRS or any income recognized by the Participant related to or arising out of the Restricted Shares.

Section 16. Modification of Rights.

The rights of the Participant are subject to modification and termination in certain events as provided in this Agreement and the Plan (with respect to the Restricted Shares granted hereby). Notwithstanding the foregoing, the Participant's rights under this Agreement and the Plan may not be materially impaired without the Participant's prior written consent.

Section 17. Governing Law.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 18. Arbitration.

Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto, will be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claims. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules for the Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in the State of Delaware before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator will be final, conclusive, unappealable and binding on the parties. The arbitration proceeding shall be confidential except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

Section 19. Withholding and Other Tax Issues.

The Company's obligation to deliver the Restricted Shares or any certificates evidencing the Restricted Shares, or otherwise remove the restrictive notations or legends on such shares or certificates that refer to the transfer restrictions set forth in Section 6(a), is subject to the condition precedent that the Participant either pay (in cash or Shares) or provide for the amount of any such withholding obligations in such manner as may be authorized by the Committee under Article XV of the Plan. The Participant covenants and agrees to hold harmless and indemnify the Company, to the fullest extent permitted by applicable law, for any and all withholding taxes, penalties, fines and amounts paid in settlement of obligations related to any federal, state, local or other income, employment or other taxes with respect to the grant, vesting or making an election under Section 83(b) of the Code or other event with respect to the Restricted Shares.

Section 20. Adjustment.

In the event of any event described in Article X of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Article X of the Plan shall apply to the Restricted Shares. If any adjustment is made to the Restricted Shares pursuant to Article X of the Plan, the restrictions applicable to the Restricted Shares will continue in effect with respect to any consideration or other securities (the "Restricted Property" and, for the purposes of this Agreement, "Restricted Shares" shall include "Restricted Property," unless the context otherwise requires) received in respect of such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such Restricted Shares had remained outstanding.

Section 21. Counterparts.

This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

Section 22. Entire Agreement.

This Agreement and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto, including the Prior Award Agreement.

Section 23. Severability.

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without

invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 24. Waiver of Jury Trial

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE COMPANY:

ATHENE HOLDING LTD.

By: _____
Name:
Title:

THE PARTICIPANT:

[NAME]

Date of Acceptance

Number of Shares subject to Tranche 1 Restricted Shares:	[]
Number of Shares subject to Tranche 2 Restricted Shares:	[]
Purchase Price for Tranche 1 Restricted Shares and Tranche 2 Restricted Shares:	\$0.001 per share

Deemed sale proceeds for purposes of determining Adjusted Dividends and the entitlement to dividends and distribution pursuant to Section 5 shall be determined as follows:

1. In the event that (x) any AAA Investor Shares remain unsold on each of the lock-up release dates occurring on the 7-1/2-month, 12-month and 15-month anniversary of the date of the IPO (the "IPO Date"), and (y) the Class A Common Shares are traded on a national public securities exchange on or after such date (the "Relevant Exchange"), then, for purposes of determining whether the Return of Investment has been achieved as of such release date, any unsold AAA Investor Shares shall be deemed sold (or, if such unsold shares are held in a form other than Class A Common Shares, then an equivalent number of Class A Common Shares shall be deemed sold), and the AAA Investor shall be deemed to have received Realized Cash, on such release date equal to the product of (A) the number of the then unsold AAA Investor Shares, and (B) the volume weighted average closing trading price for the AAA Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such release date; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior release date pursuant to this provision as a result of such sale.
2. In the event that the AAA Investors do not sell or otherwise dispose of all of the AAA Investor Shares on or before the Lock-Up End Date, then, for purposes of determining whether the Return of Investment has been achieved after the Lock-Up End Date until the 36-month anniversary of the Lock-Up End Date (the "Post Lock-up Period"), any unsold AAA Investor Shares shall be deemed sold, and the AAA Investors shall be deemed to have received Realized Cash, on the 1st day of each calendar month during the Post Lock-up Period and on the 15th day of the calendar month immediately following the end of the Post Lock-up Period (each such date, a "Testing Date"), equal to the product of (A) the number of the unsold AAA Investor Shares measured as of the end of the last trading day of the calendar month immediately preceding the calendar month in which the determination is being made (or, with respect to the last Testing Date, measured as of the last day of the Post Lock-up Period), and (B) the highest single trading day VWAP (as defined below) during the calendar month (or, with respect to the first and last Testing Date, during the portion of the calendar month within the Post Lock-up Period) immediately preceding the calendar month in which the determination is being made; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior Testing Date pursuant to this provision as a result of such sale. For the purposes hereof, "VWAP" shall be determined on each trading day and means, with respect to each such trading day, the volume weighted average closing trading price for the AAA Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such trading day.
3. For the avoidance of doubt, for purposes of this Agreement, (i) the AAA Investor Shares shall not include any Class A Common Shares of the Company acquired by the AAA Investor in connection with the Company's 2014 private placement of such shares, and (ii) a distribution of AAA Investor Shares by the AAA Investor to its investors (including a distribution to the beneficial owners of AP Alternative Assets, L.P.) shall not be treated as a sale by the AAA Investor.

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4. In the event of a sale or deemed sale by the AAA Investor of less than 100% of the AAA Investor Shares, for purposes of determining Realized Cash, the AAA Investor will be deemed to sell such shares on a “first in, first out” basis.
 5. All decisions by the Committee with respect to any calculations pursuant to this Agreement including, without limitation, the determination of Realized Cash, Total Investor IRR, Total Invested Capital, AAA Investor Investment and the date, if any, that Realized Cash exceeds any of the applicable targets, shall be reasonable and made in good faith and, absent manifest error, shall be final and binding on the Participant.

Exh A-2

Securities Law Representations

The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal, state and foreign securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) The Participant acknowledges that the Restricted Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Participant is an "accredited investor" (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time.

(b) The Participant is an "accredited investor" within the meaning of Rule 501(a)(1), (2) or (3) of the Securities Act.

(c) The Participant has acquired the Restricted Shares solely for the Participant's own account, for investment purposes only, and not with a view to or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of the Restricted Shares within the meaning of the Securities Act and/or any applicable state securities laws.

(d) The Participant acknowledges that he has not acquired the Restricted Shares as a result of any general solicitation or general advertising in the United States, including any meeting whose attendees have been invited by general solicitation or general advertising.

(e) The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Restricted Shares and the restrictions imposed on any Shares. The Participant has been furnished with, and/or has access to, such information as he considers necessary or appropriate for deciding whether to purchase the Restricted Shares. However, in evaluating the merits and risks of an investment in the Shares, the Participant has and will rely only upon the advice of his own legal counsel, tax advisors, and/or investment advisors.

(f) The Participant is aware that the Restricted Shares may be of no practical value, that any value they may have depend on vesting as well as the performance of the Company and the market generally, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(g) The Participant understands that the Restricted Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Restricted Shares have not been and will not be registered under the Securities Act,

and that the Restricted Shares are “restricted securities” as defined by Rule 144(a)(3) under the Securities Act, and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act or in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act, each as presently in effect. The Participant acknowledges reviewing a copy of Rule 144 promulgated under the Securities Act and Regulation S under the Securities Act, as presently in effect, and represents that he is familiar with such rule, and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(h) The Participant agrees that he will comply with all applicable laws and regulations in effect in any jurisdiction in which he sells any of the securities or otherwise transfers any interest therein.

(i) The Participant has read and understands the restrictions and limitations set forth in the Shareholders Agreement, the Plan and this Agreement.

(j) The Participant understands and acknowledges that, if and the Restricted Shares vest, (a) any certificate evidencing the Vested Shares (or evidencing any other securities issued with respect thereto pursuant to any share split, share dividend, merger or other form of reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided under the Shareholders Agreement, the Company has no obligation to register the Shares or file any registration statement under federal or state securities laws.

EXCHANGE ELECTION

I hereby elect to exchange my Pre-IPO Vested Shares for Class A Common Shares using the following Valuation Method(s) to determine the number of Shares to be surrendered pursuant to Section 11 of the Amended and Restated Restricted Share Award Agreement.

Private Valuation: %

IPO Price: %

Post-IPO Installments: %

Please specify 10% increments.

Participant Name

Signature

Date

Exh C-1

**ATHENE HOLDING LTD.
2014 SHARE INCENTIVE PLAN**

NONQUALIFIED STOCK OPTION AWARD NOTICE

[Name of Optionee]

You have been awarded an option to purchase Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), pursuant to the terms and conditions of the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan") and the Nonqualified Stock Option Agreement (together with this Award Notice, the "Agreement"). Copies of the Plan and the Nonqualified Stock Option Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

Option: You have been awarded an Option to purchase from the Company [] Class A common shares, par value \$0.001 per share (the "Common Shares"), subject to adjustment as provided in Section 4.2 of the Agreement.

Option Date: [,]

Vesting Inception Date: [,]

Exercise Price: \$[] per share, subject to adjustment as provided in Section 4.2 of the Agreement.

Vesting Schedule: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the Option shall vest and become exercisable on (i) the first anniversary of the Vesting Inception Date with respect to one-third of the number of shares subject thereto on the Option Date, (ii) on the second anniversary of the Vesting Inception Date with respect to an additional one-third of the number of shares subject thereto on the Option Date and (iii) on the third anniversary of the Vesting Inception Date with respect to the remaining one-third of the number of shares subject thereto on the Option Date, in each case, provided you have not experienced a Termination of Relationship prior to such date.

Expiration Date: Except to the extent earlier terminated pursuant to Section 2.2 of the Agreement or earlier exercised pursuant to Section 2.3 of the Agreement, the Option shall terminate at 5:00 p.m., U.S. Central time, on the tenth (10th) anniversary of the Option Date.

ATHENE HOLDING LTD.

By: _____
Name: _____
Title: _____

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, accept the Option granted to me and agree to be bound by the terms and conditions of this Award Notice, the Agreement and the Plan.

Optionee

Date

**ATHENE HOLDING LTD.
C/O ATHENE EMPLOYEE SERVICES, LLC
ATTN: KRISTI BURMA, SVP OF HUMAN RESOURCES
7700 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50266-3862**

**ATHENE HOLDING LTD.
2014 SHARE INCENTIVE PLAN**

Nonqualified Stock Option Agreement

Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), hereby grants to the individual ("Optionee") named in the award notice attached hereto (the "Award Notice") as of the "Option Date" (as defined in the Award Notice), pursuant to the provisions of the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan"), a nonqualified stock option (the "Option") to purchase from the Company the number of the Company's Class A common shares, par value \$0.001 per share ("Common Shares"), set forth in the Award Notice at the price per share set forth in the Award Notice (the "Exercise Price"), upon and subject to the terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Option Subject to Acceptance of Agreement. The Option shall be null and void unless Optionee shall accept this Agreement by executing the Award Notice in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee).

2. Time and Manner of Exercise of Option

2.1. Maximum Term of Option. In no event may the Option be exercised, in whole or in part, after the expiration date set forth in the Award Notice (the "Expiration Date").

2.2. Vesting and Exercise of Option. The Option shall become vested and exercisable in accordance with the vesting schedule set forth in the Award Notice (the "Vesting Schedule"). The Option shall be exercisable following a Termination of Relationship according to the following terms and conditions:

(a) Termination of Relationship due to Death or Disability. If Optionee experiences a Termination of Relationship by reason of Optionee's death or Disability, the Option shall become immediately and fully vested as of the date of such Termination of Relationship and may thereafter be exercised by Optionee or Optionee's executor, administrator, legal representative, guardian or similar person until and including the earlier to occur of (i) the date which is one (1) year after the date of such Termination of Relationship and (ii) the Expiration Date.

(b) Termination by Company for Cause. Notwithstanding anything to the contrary in the Award Notice or this Agreement, if Optionee experiences a Termination of Relationship by reason of the Company's termination of Optionee's employment for Cause, then the Option, whether or not vested, shall terminate immediately upon such Termination of Relationship and shall no longer be exercisable as of the date of such Termination of Relationship.

(c) Termination of Relationship by the Company Other than for Cause, Death or Disability or by Optionee If Optionee experiences a Termination of Relationship for any reason other than those described in Section 2.2(a) and (b), the Option, to the extent vested on the effective date of such Termination of Relationship, may thereafter be exercised by Optionee until and including the earlier to occur of (i) the date which is ninety (90) days after the date of such Termination of Relationship and (ii) the Expiration Date. The Option, to the extent unvested on the effective date of such Termination of Relationship, shall terminate and no longer be exercisable as of the effective date of such Termination of Relationship.

(d) Termination of Relationship Following a Change in Control. Notwithstanding anything to the contrary in Section 2.2(c), if Optionee experiences a Termination of Relationship due to (i) an involuntary termination by the Company without Cause or (ii) resignation by Optionee for Good Reason, in each case, within eighteen (18) months following a Change in Control, the Option shall become immediately and fully vested as of the date of such Termination of Relationship and may thereafter be exercised by Optionee until and including the earlier to occur of (i) the date which is ninety (90) days after the date of such Termination of Relationship and (ii) the Expiration Date.

2.3. Method of Exercise. Subject to the limitations set forth in this Agreement, the Option, to the extent vested, may be exercised by Optionee (a) by delivering to the Company an exercise notice in the form prescribed by the Company specifying the number of whole Common Shares to be purchased and by accompanying such notice with payment therefor in full (or by arranging for such payment to the Company's satisfaction) in cash or, following an IPO, by one of the following methods of payment: (i) by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of Common Shares having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option by reason of such exercise, (ii) by authorizing the Company to withhold whole Common Shares which would otherwise be delivered having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option by reason of such exercise, (iii) except as may be prohibited by applicable law, in cash by a broker-dealer acceptable to the Company to whom Optionee has submitted an irrevocable notice of exercise or (iv) by a combination of cash, (i), (ii) and (iii), and (b) by executing such documents as the Committee may request. Any fraction of a Common Share which would be required to pay such purchase price shall be disregarded and the remaining amount due shall be paid in cash by Optionee. No Common Shares shall be issued or delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 4.1, have been paid.

2.4. Termination of Option. In no event may the Option be exercised after it terminates as set forth in this Section 2.4. The Option shall terminate, to the extent not earlier terminated pursuant to Section 2.2 or exercised pursuant to Section 2.3, on the Expiration Date. Upon the termination of the Option, the Option and all rights hereunder shall immediately become null and void.

3. Transfer Restrictions and Investment Representations.

3.1. Nontransferability of Option. The Option may not be transferred by Optionee other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established by Optionee for estate planning purposes. During Optionee's lifetime, the Option is exercisable only by Optionee, unless Optionee becomes subject to a Disability in which case, the Option may be exercised by Optionee's designated beneficiary or if no beneficiary has been designated in writing, by Optionee's executors or administrators. Except as permitted by this Section 3.1, the Option may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Option, the Option and all rights hereunder shall immediately become null and void.

3.2. Investment Representation. Optionee hereby represents and covenants that (a) any Common Shares purchased upon exercise of the Option will be purchased for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such purchase has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Optionee shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of any purchase of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to any exercise of the Option, Optionee shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Company shall in its sole discretion deem necessary or advisable.

4. Additional Terms and Conditions.

4.1. Withholding Taxes. (a) As a condition precedent to the issuance of Common Shares following the exercise of all or any portion of the Option, Optionee shall, upon request by the Company, pay to the Company in addition to the purchase price of the shares, such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to such exercise of the Option. If Optionee shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Optionee.

(b) Optionee may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or, following an IPO, by any of the following means: (i) authorizing the Company to withhold whole shares of Common Shares which would otherwise be delivered to Optionee upon exercise of the Option having an aggregate Fair Market

Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments, (ii) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value, on the Tax Date, equal to the Required Tax Payments, (iii) except as may be prohibited by applicable law, a cash payment by a broker-dealer acceptable to the Company to whom Optionee has submitted an irrevocable notice of exercise, or (iv) any combination of foregoing. Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments except that any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

4.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the number and class of securities subject to the Option and the Exercise Price shall be appropriately adjusted by the Committee, such adjustment to be made in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Optionee. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

4.3. Compliance with Applicable Law. The Option is subject to the condition that if the listing, registration or qualification of the shares subject to the Option upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the purchase or issuance of shares hereunder, the Option may not be exercised, in whole or in part, and such shares may not be issued, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

4.4. Issuance or Delivery of Shares. Upon the exercise of the Option, in whole or in part, the Company shall promptly issue or deliver, subject to the conditions of this Agreement, the number of Common Shares purchased against full payment therefor. Such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 4.1.

4.5. Option Confers No Rights as Shareholder. Optionee shall not be entitled to any privileges of ownership with respect to the shares subject to the Option unless and until such shares are purchased and issued upon the exercise of the Option, in whole or in part, and Optionee becomes a shareholder with respect to such issued shares. Optionee shall not be considered a shareholder of the Company with respect to any such shares not so purchased and issued.

4.6. Option Confers No Rights to Continued Employment. In no event shall the granting of the Option or its acceptance by Optionee, or any provision of this Agreement or the Plan, give or be deemed to give Optionee any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

4.7. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Option or its exercise. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

4.8. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Optionee, acquire any rights hereunder in accordance with this Agreement or the Plan.

4.9. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, SVP Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Optionee, to the last known mailing address of Optionee contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

4.10. Governing Law. This Agreement, the Option and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

4.11. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. The Optionee hereby acknowledges receipt of a copy of the Plan.

4.12. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof.

4.13. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

4.14. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Optionee where such amendment would materially impair Optionee's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

4.15. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4.16. Option Subject to Reduction for 280G. The Option and any Common Shares, other securities or other property delivered pursuant to the Option are subject to reduction pursuant to any policy which the Company may adopt from time to time to avoid the potential adverse tax consequences that may be imposed on the Company or the Holder pursuant to Section 280G and/or Section 4999 of the Code.

5. Protective Covenants.

5.1. Confidential Information. (a) Optionee shall not disclose or use at any time any Confidential Information (as defined below) of which Optionee is or becomes aware, whether or not such information is developed by Optionee, except to the extent that such disclosure or use is directly related to and required by Optionee's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Optionee shall take all appropriate steps to safeguard Confidential Information in Optionee's possession and to protect it against disclosure, misuse, espionage, loss and theft. Optionee shall deliver to the Company upon Optionee's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Optionee may then possess or have under his or her control. Notwithstanding the foregoing, Optionee may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Optionee while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or

any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Optionee in breach of this Agreement) in a form generally available to the public prior to the date Optionee proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Nothing herein (including, without limitation, any provision of this Section 5.1 shall, or is intended to, limit Optionee's right to file a proceeding with, or provide truthful evidence or other information to, any federal, state or local governmental agency.

5.2. Restriction on Competition. (a) Optionee acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Optionee agrees that if Optionee were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Optionee not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Optionee will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Optionee's Termination of Relationship (provided that as of the date of Optionee's Termination of Relationship, to the knowledge of Optionee, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period

following the date of Optionee's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during Optionee's period of service has competed, or any time during the twelve (12) month period following the date of Optionee's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the date of Optionee's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Optionee's Termination of Relationship (provided that as of the date of Optionee's Termination of Relationship, to the knowledge of Optionee, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Optionee's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following the Optionee's Termination of Relationship with respect to any Optionee with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following the Optionee's Termination of Relationship with respect to any Optionee with a title of SVP at the time of the Termination of Relationship; (C) six (6) months following the Optionee's Termination of Relationship with respect to any Optionee with a title of VP at the time of the Termination of Relationship; and (D) two (2) months following the Optionee's Termination of Relationship with respect to any Optionee with a title less senior than VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Optionee from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Optionee has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Optionee does not provide services to, or have any responsibilities regarding, the Competing Business.

5.3. Non-Solicitation of Employees and Consultants. During Optionee's period of service and for a period of twelve (12) months after the date of Optionee's Termination of Relationship, Optionee shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

5.4. Non-Solicitation of Customers. During Optionee's period of service and for a period of twelve (12) months after the date of Optionee's Termination of Relationship, Optionee shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business

away from the Protected Companies, and Optionee will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

5.5. Understanding of Covenants. Optionee represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 5 (together, the “Restrictive Covenants”), (b) is fully aware of his or her obligations hereunder, (c) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 5 regardless of whether Optionee is then entitled to receive severance pay or benefits from any of the Protected Companies. Optionee understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Optionee does not believe would prevent him or her from otherwise earning a living. Optionee agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Optionee.

5.6. Enforcement. Optionee agrees that Optionee’s services are unique and that he or she has access to Confidential Information. Accordingly, Optionee agrees that a breach by Optionee of any of the covenants in this Section 5 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Optionee agrees that in the event of any breach or threatened breach of any provision of this Section 5, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 5, as the case may be, or require Optionee to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 5, if and when final judgment of a court of competent jurisdiction is so entered against Optionee. Optionee further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Optionee’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 5, shall be extended by the same amount of time that Optionee is in breach of any Restrictive Covenant.

**ATHENE HOLDING LTD.
2014 SHARE INCENTIVE PLAN**

Restricted Share Unit Award Notice (Performance-Based Vesting)

[Name of Holder]

You have been awarded a restricted share unit award with respect to Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), pursuant to the terms and conditions of the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan") and the Restricted Share Unit Award Agreement (together with this Award Notice, the "Agreement"). Copies of the Plan and the Restricted Share Unit Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

RSU Award: Subject to the terms and conditions of the Plan and this Agreement, this Award entitles you to receive [] Class A common shares, par value \$0.001 per share, of the Company (the "Common Shares") (or the cash equivalent thereof) if you meet the **target** level of Performance Measures as set forth below (the "Target Common Shares") which may be adjusted up to [] Common Shares (or the cash equivalent thereof) if you meet or exceed the **maximum** level of Performance Measures as set forth below or adjusted down to [] Common Shares (or the cash equivalent thereof) if you meet or exceed the **minimum** level of Performance Measures but do not meet the target level. The actual number of Common Shares (or cash equivalent thereof) you are entitled to receive is based on your attainment of the applicable Performance Measures.

Grant Date: [,]

Performance Period: The three (3) consecutive fiscal years of the Company beginning on []

Performance Measures: With respect to 50% of the Target Common Shares, the Performance Measure will be based on the average Return on Equity for the Performance Period, based on operating income and excluding accumulated other comprehensive income (the "ROE Performance Measure"). With respect to the other 50% of the Target Common Shares, the Performance Measure will be based on the cumulative Operating Income, net of tax, over the Performance Period (the "Operating Income Performance Measure").

For this purpose, Return on Equity and Operating Income have the same meanings as disclosed in the Company's financial statements,

reports to the U.S. Securities Exchange Commission or other public disclosures from time to time; provided, however, that either or both may be amended or adjusted in the discretion of the Committee to reflect special charges, including but not limited to restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, nonrecurring or one-time events affecting the Company or its financial statements or changes in law or accounting principles.

Vesting Conditions:

Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the number of Common Shares subject to the Award shall vest, if at all, on the day that is 15 days after the end of the Performance Period (the "Vesting Date") based on your attainment of the Performance Measures during the Performance Period as set forth below. The number of Common Shares subject to the Award that vest upon the attainment of Performance Measures between Minimum, Target and Maximum levels shall be determined by interpolation between the applicable performance levels.

<u>Applicable Performance Measures</u>	<u>If you attain the following level of performance,</u>	<u>Then, you will become vested in the following percentage of Target Common Shares subject to the applicable Performance Measure</u>
With respect to the 50% of the Target Common Shares subject to the ROE Performance Measure	At least Minimum	50%
	Target	100%
	Meet or exceed Maximum	150%
With respect to the 50% of the Target Common Shares subject to the Operating Income Performance Measure	At least Minimum	50%
	Target	100%
	Meet or exceed Maximum	150%

If you experience a Termination of Relationship before the Vesting Date for any reason, the Award shall be forfeited and shall be canceled by the Company except as follows:

- 1) Death or Disability. If your Termination of Relationship is due to your death or Disability, the Award shall become immediately and fully vested as of the effective date of such Termination of

Relationship with respect to the number of Common Shares that would have vested at the end of the Performance Period based on the attainment of Performance Measures at the target level;

- 2) **Retirement.** If your Termination of Relationship is due to your Retirement (as defined below), the Award shall become vested as of the effective date of your Retirement as set forth in the table above except that (a) the extent to which you have attained the applicable Performance Measures (i.e., Minimum, Target or Maximum) shall be determined by extrapolating performance as of your date of Retirement through the end of the Performance Period using the financial information from the most recent calendar quarter preceding the date of your Retirement for which such information is available and (b) the number of Common Shares that would have become vested based on attainment of Performance Measures at such level pursuant to the table above (i.e., Minimum, Target or Maximum) shall be pro rated based on the number of days that have elapsed between the first day of the Performance Period and the date of your Termination of Relationship relative to the total number of days in the Performance Period. For this purpose, **Retirement** means a Termination of Relationship other than for Cause on or after your attainment of age 60 with at least five (5) consecutive years of employment or service with the Company or its affiliates immediately prior to your Retirement; and
- 3) **Change in Control.** If your Termination of Relationship occurs within eighteen (18) months following a Change in Control and is due to (i) an involuntary termination by the Company without Cause or (ii) a resignation by you for Good Reason, the Award shall become vested as of the effective date of such Termination of Relationship with respect to the number of Common Shares that you would have received at the end of the Performance Period based on the attainment of Performance Measures at the target level.

For the avoidance of doubt, any portion of the Award which does not become vested on the Vesting Date (or, if earlier as of the date of your Termination of Relationship pursuant to the paragraphs (1), (2) or (3) above) shall be forfeited and canceled by the Company immediately thereafter.

ATHENE HOLDING LTD.

By: _____
Name:
Title:

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, accept the Award granted to me and agree to be bound by the terms and conditions of this Award Notice, the Agreement and the Plan.

Holder

Date

Athene Holding Ltd.
c/o Athene Employee Services, LLC
Attn: Kristi Burma, SVP of Human Resources
7700 Mills Civic Parkway
West Des Moines, IA 50266-3862

**ATHENE HOLDING LTD.
2014 SHARE INCENTIVE PLAN**

Restricted Share Unit Award Agreement

Athene Holding, Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (the “Holder”) named in the award notice attached hereto (the “Award Notice”) as of the “Grant Date” (as defined in the Award Notice, pursuant to the provisions of the Athene Holding Ltd. 2014 Share Incentive Plan (the “Plan”), a restricted share unit award (the “Award”) with respect to the number of the Company’s Class A common shares, par value \$0.001 per share (the “Common Shares”) set forth in the Award Notice, upon and subject to the restrictions, terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless Holder shall accept this Agreement by executing it in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee).

2. Restriction Period and Vesting. Except as otherwise provided in this Agreement, the Award shall vest in accordance with the vesting schedule set forth in the Award Notice (the “Vesting Schedule”).

3. Settlement of Award. (a) Subject to Section 5.1, as soon as practicable after the vesting of all or a portion of the Award (but not later than ninety (90) days after each date on which all or a portion of the Award vests), the Company shall settle the Award, subject to the conditions of this Agreement, with respect to the number of Common Shares so vested. Settlement shall be made, at the sole discretion of the Company, by (i) delivery of the number of Common Shares subject to the Award so vested, (ii) payment of cash equal to the Fair Market Value of the equivalent number of Common Shares subject to the Award so vested, or (iii) a combination of both. If the Company elects to issue any Common Shares in settlement of the Award, such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company and the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 5.1. Any fraction of a Common Share which would otherwise be issuable upon settlement of the Award shall be rounded up to the nearest whole number. Except as set forth in this Agreement, Holder shall not be entitled to any voting rights or other privileges of ownership with respect to Common Shares subject to the Award unless and until such shares become vested pursuant to Section 2, and then only to the extent the Company has settled such portion of the Award in Common Shares. Prior to the settlement of the Award (whether in cash or Common Shares), Holder shall have only the status of a general unsecured creditor of the Company and have no direct or secured claim in any specific assets of the Company or in any Common Shares.

(b) Dividend Equivalents. In the event that the Company pays a dividend on its Common Shares, which dividend record date is prior to the date on which all or any portion of this Award is settled, then subject to Section 5.1, the Company shall pay to Holder, each time all

or any portion of the Award is settled (or the payment date for the dividend if later), an amount in cash equal to the aggregate ordinary cash dividends that would have been paid on the equivalent number of Common Shares subject to the portion of the Award being settled (the "Dividend Equivalent Shares") during the period between the Grant Date and such settlement date had the Dividend Equivalent Shares been held directly by Holder during such period (the "Dividend Equivalents"). Dividend Equivalents shall be paid whether the Award (or portion thereof) is settled in cash or Common Shares. No Dividend Equivalents shall be paid prior to the date on which the Award vests and is settled, in whole or in part, and no Dividend Equivalents shall be paid with respect to any Common Shares subject to this Award that have either been settled or forfeited prior to the record date for such ordinary cash dividend.

4. Transfer Restrictions and Investment Representations.

4.1. Nontransferability of Award. The Award may not be transferred by Holder other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established for estate planning purposes. Except as permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

4.2. Investment Representation. Holder hereby represents and covenants that (a) any Common Shares acquired upon the vesting of the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such acquisition has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of any vesting of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to the delivery to Holder of any Common Shares subject to the Award, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Committee shall in its sole discretion deem necessary or advisable.

5. Additional Terms and Conditions.

5.1. Withholding Taxes. (a) As a condition precedent to the settlement of any Award upon vesting, Holder shall, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to the vesting and settlement of the Award. If Holder shall fail to

advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or, if applicable, authorizing the Company to withhold whole shares of Common Shares which would otherwise be delivered to Holder upon settlement of the Award having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments. Following an IPO, withholding may also be satisfied by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value on the Tax Date equal to the Required Tax Payments or any combination of the methods described in this Section 5.1(b). Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments except that any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

5.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the terms of the Award, including the number and class of securities subject hereto, shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Holder. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.3. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Common Shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the delivery of shares hereunder, the Common Shares subject to the Award shall not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

5.4. Awards Subject to Clawback and Reduction for 280G. The Award and any Common Shares, other securities, cash or other property delivered pursuant to the Award are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law and (b) reduction pursuant to any policy which the

Company may adopt from time to time to avoid the potential adverse tax consequences that may be imposed on the Company or Holder pursuant to Section 280G and/or Section 4999 of the Code.

5.5. Award Confers No Rights to Continued Employment In no event shall the granting of the Award or its acceptance by Holder, or any provision of this Agreement or the Plan, give or be deemed to give Holder any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

5.6. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

5.7. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement or the Plan.

5.8. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, SVP Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

5.9. Governing Law. This Agreement, the Award and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

5.10. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. Holder hereby acknowledges receipt of a copy of the Plan.

5.11. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof.

5.12. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.13. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Holder where such amendment would materially impair Holder's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

5.14. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

6. Protective Covenants.

6.1. Confidential Information. (a) Holder shall not disclose or use at any time any Confidential Information (as defined below) of which Holder is or becomes aware, whether or not such information is developed by Holder, except to the extent that such disclosure or use is directly related to and required by Holder's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Holder shall take all appropriate steps to safeguard Confidential Information in Holder's possession and to protect it against disclosure, misuse, espionage, loss and theft. Holder shall deliver to the Company upon Holder's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Holder may then possess or have under his or her control. Notwithstanding the foregoing, Holder may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Holder while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including

operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Holder in breach of this Agreement) in a form generally available to the public prior to the date Holder proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Nothing herein (including, without limitation, any provision of this Section 6 shall, or is intended to, limit Holder's right to file a proceeding with, or provide truthful evidence or other information to, any federal, state or local governmental agency.

6.2. Restriction on Competition. (a) Holder acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Holder agrees that if Holder were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Holder not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Holder will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Holder's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during Holder's period of service has competed, or any time during the twelve (12) month period following the date of Holder's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity

reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the date of Holder's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Holder's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Holder's Termination of Relationship with respect to any Holder with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Holder's Termination of Relationship with respect to any Holder with a title of SVP at the time of the Termination of Relationship; (C) six (6) months following Holder's Termination of Relationship with respect to any Holder with a title of VP at the time of the Termination of Relationship; and (D) two (2) months following Holder's Termination of Relationship with respect to any Holder with a title less senior than VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Holder from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Holder has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Holder does not provide services to, or have any responsibilities regarding, the Competing Business.

6.3. Non-Solicitation of Employees and Consultants. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

6.4. Non-Solicitation of Customers. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and Holder will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

6.5. Understanding of Covenants. Holder represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 6 (together, the “Restrictive Covenants”), (b) is fully aware of his or her obligations hereunder, (b) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 6 regardless of whether Holder is then entitled to receive severance pay or benefits from any of the Protected Companies. Holder understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Holder does not believe would prevent him or her from otherwise earning a living. Holder agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Holder.

6.6. Enforcement. Holder agrees that Holder’s services are unique and that he or she has access to Confidential Information. Accordingly, Holder agrees that a breach by Holder of any of the covenants in this Section 6 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Holder agrees that in the event of any breach or threatened breach of any provision of this Section 6, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 6, as the case may be, or require Holder to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 6, if and when final judgment of a court of competent jurisdiction is so entered against Holder. Holder further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Holder’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 6, shall be extended by the same amount of time that Holder is in breach of any Restrictive Covenant.

**ATHENE HOLDING LTD.
2014 SHARE INCENTIVE PLAN**

Restricted Share Unit Award Notice (Time-Based Vesting)

[Name of Holder]

You have been awarded a restricted share unit award with respect to Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), pursuant to the terms and conditions of the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan") and the Restricted Share Unit Award Agreement (together with this Award Notice, the "Agreement"). Copies of the Plan and the Restricted Share Unit Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

RSU Award: Subject to the terms and conditions of the Plan and this Agreement, this Award entitles you to receive [] Class A common shares, par value \$0.001 per share, of the Company (the "Common Shares") (or the cash equivalent thereof), subject to adjustment as provided in Section 5.2 of the Agreement.

Grant Date: [,]

Vesting Inception Date: [,]

Vesting Schedule: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the Award shall vest (i) on the first anniversary of the Vesting Inception Date with respect to one-third of the number of Common Shares subject thereto on the Grant Date, (ii) on the second anniversary of the Vesting Inception Date with respect to an additional one-third of the number of Common Shares subject thereto on the Grant Date and (iii) on the third anniversary of the Vesting Inception Date with respect to the remaining one-third of the number of Common Shares subject thereto on the Grant Date, in each case, provided you have not experienced a Termination of Relationship prior to such date.

If you experience a Termination of Relationship prior to the third-anniversary of the Vesting Inception Date for any reason, the Award, with respect to the number of Common Shares that remain unvested on the effective date of your Termination of Relationship, shall be forfeited and shall be canceled by the Company; provided, however, that if your Termination of Relationship is due to your death or Disability, the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship; and provided,

further, that if your Termination of Relationship is due to (i) an involuntary termination by the Company without Cause or (ii) resignation by you for Good Reason and, in each case, such Termination of Relationship occurs within eighteen (18) months following a Change in Control, the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship.

ATHENE HOLDING LTD.

By: _____
Name: _____
Title: _____

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, accept the Award granted to me and agree to be bound by the terms and conditions of this Award Notice, the Agreement and the Plan.

Holder

Date

Athene Holding Ltd.
c/o Athene Employee Services, LLC
Attn: Kristi Burma, SVP of Human Resources
7700 Mills Civic Parkway
West Des Moines, IA 50266-3862

**ATHENE HOLDING LTD.
2014 SHARE INCENTIVE PLAN**

Restricted Share Unit Award Agreement

Athene Holding, Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (the “Holder”) named in the award notice attached hereto (the “Award Notice”) as of the “Grant Date” (as defined in the Award Notice, pursuant to the provisions of the Athene Holding Ltd. 2014 Share Incentive Plan (the “Plan”), a restricted share unit award (the “Award”) with respect to the number of the Company’s Class A common shares, par value \$0.001 per share (the “Common Shares”) set forth in the Award Notice, upon and subject to the restrictions, terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless Holder shall accept this Agreement by executing it in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee).

2. Restriction Period and Vesting. Except as otherwise provided in this Agreement, the Award shall vest in accordance with the vesting schedule set forth in the Award Notice (the “Vesting Schedule”).

3. Settlement of Award. (a) Subject to Section 5.1, as soon as practicable after the vesting of all or a portion of the Award (but not later than ninety (90) days after each date on which all or a portion of the Award vests), the Company shall settle the Award, subject to the conditions of this Agreement, with respect to the number of Common Shares so vested. Settlement shall be made, at the sole discretion of the Company, by (i) delivery of the number of Common Shares subject to the Award so vested, (ii) payment of cash equal to the Fair Market Value of the equivalent number of Common Shares subject to the Award so vested, or (iii) a combination of both. If the Company elects to issue any Common Shares in settlement of the Award, such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company and the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 5.1. Any fraction of a Common Share which would otherwise be issuable upon settlement of the Award shall be rounded up to the nearest whole number. Except as set forth in this Agreement, Holder shall not be entitled to any voting rights or other privileges of ownership with respect to Common Shares subject to the Award unless and until such shares become vested pursuant to Section 2, and then only to the extent the Company has settled such portion of the Award in Common Shares. Prior to the settlement of the Award (whether in cash or Common Shares), Holder shall have only the status of a general unsecured creditor of the Company and have no direct or secured claim in any specific assets of the Company or in any Common Shares.

(b) Dividend Equivalents. In the event that the Company pays a dividend on its Common Shares, which dividend record date is prior to the date on which all or any portion of this Award is settled, then subject to Section 5.1, the Company shall pay to Holder, each time all

or any portion of the Award is settled (or the payment date for the dividend if later), an amount in cash equal to the aggregate ordinary cash dividends that would have been paid on the equivalent number of Common Shares subject to the portion of the Award being settled (the "Dividend Equivalent Shares") during the period between the Grant Date and such settlement date had the Dividend Equivalent Shares been held directly by Holder during such period (the "Dividend Equivalents"). Dividend Equivalents shall be paid whether the Award (or portion thereof) is settled in cash or Common Shares. No Dividend Equivalents shall be paid prior to the date on which the Award vests and is settled, in whole or in part, and no Dividend Equivalents shall be paid with respect to any Common Shares subject to this Award that have either been settled or forfeited prior to the record date for such ordinary cash dividend.

4. Transfer Restrictions and Investment Representations.

4.1. Nontransferability of Award. The Award may not be transferred by Holder other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established for estate planning purposes. Except as permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

4.2. Investment Representation. Holder hereby represents and covenants that (a) any Common Shares acquired upon the vesting of the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such acquisition has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of any vesting of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to the delivery to Holder of any Common Shares subject to the Award, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Committee shall in its sole discretion deem necessary or advisable.

5. Additional Terms and Conditions.

5.1. Withholding Taxes. (a) As a condition precedent to the settlement of any Award upon vesting, Holder shall, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to the vesting and settlement of the Award. If Holder shall fail to

advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or, if applicable, authorizing the Company to withhold whole shares of Common Shares which would otherwise be delivered to Holder upon settlement of the Award having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the “Tax Date”), equal to the Required Tax Payments. Following an IPO, withholding may also be satisfied by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value on the Tax Date equal to the Required Tax Payments or any combination of the methods described in this Section 5.1(b). Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments except that any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

5.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the terms of the Award, including the number and class of securities subject hereto, shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Holder. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.3. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Common Shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the delivery of shares hereunder, the Common Shares subject to the Award shall not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

5.4. Awards Subject to Clawback and Reduction for 280G. The Award and any Common Shares, other securities, cash or other property delivered pursuant to the Award are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law and (b) reduction pursuant to any policy which the

Company may adopt from time to time to avoid the potential adverse tax consequences that may be imposed on the Company or Holder pursuant to Section 280G and/or Section 4999 of the Code.

5.5. Award Confers No Rights to Continued Employment In no event shall the granting of the Award or its acceptance by Holder, or any provision of this Agreement or the Plan, give or be deemed to give Holder any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

5.6. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

5.7. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement or the Plan.

5.8. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, SVP Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

5.9. Governing Law. This Agreement, the Award and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

5.10. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. Holder hereby acknowledges receipt of a copy of the Plan.

5.11. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof.

5.12. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.13. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Holder where such amendment would materially impair Holder's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

5.14. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

6. Protective Covenants.

6.1. Confidential Information. (a) Holder shall not disclose or use at any time any Confidential Information (as defined below) of which Holder is or becomes aware, whether or not such information is developed by Holder, except to the extent that such disclosure or use is directly related to and required by Holder's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Holder shall take all appropriate steps to safeguard Confidential Information in Holder's possession and to protect it against disclosure, misuse, espionage, loss and theft. Holder shall deliver to the Company upon Holder's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Holder may then possess or have under his or her control. Notwithstanding the foregoing, Holder may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Holder while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including

operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Holder in breach of this Agreement) in a form generally available to the public prior to the date Holder proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Nothing herein (including, without limitation, any provision of this Section 6 shall, or is intended to, limit Holder's right to file a proceeding with, or provide truthful evidence or other information to, any federal, state or local governmental agency.

6.2. Restriction on Competition. (a) Holder acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Holder agrees that if Holder were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Holder not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Holder will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Holder's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during Holder's period of service has competed, or any time during the twelve (12) month period following the date of Holder's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity

reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the date of Holder's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Holder's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Holder's Termination of Relationship with respect to any Holder with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Holder's Termination of Relationship with respect to any Holder with a title of SVP at the time of the Termination of Relationship; (C) six (6) months following Holder's Termination of Relationship with respect to any Holder with a title of VP at the time of the Termination of Relationship; and (D) two (2) months following Holder's Termination of Relationship with respect to any Holder with a title less senior than VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Holder from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Holder has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Holder does not provide services to, or have any responsibilities regarding, the Competing Business.

6.3. Non-Solicitation of Employees and Consultants. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

6.4. Non-Solicitation of Customers. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and Holder will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

6.5. Understanding of Covenants. Holder represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 6 (together, the “Restrictive Covenants”), (b) is fully aware of his or her obligations hereunder, (b) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 6 regardless of whether Holder is then entitled to receive severance pay or benefits from any of the Protected Companies. Holder understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Holder does not believe would prevent him or her from otherwise earning a living. Holder agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Holder.

6.6. Enforcement. Holder agrees that Holder’s services are unique and that he or she has access to Confidential Information. Accordingly, Holder agrees that a breach by Holder of any of the covenants in this Section 6 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Holder agrees that in the event of any breach or threatened breach of any provision of this Section 6, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 6, as the case may be, or require Holder to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 6, if and when final judgment of a court of competent jurisdiction is so entered against Holder. Holder further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Holder’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 6, shall be extended by the same amount of time that Holder is in breach of any Restrictive Covenant.



[Date]

[Director Name
Street Address
City, State Zip]

Dear [Director Name],

As previously discussed, attached hereto as Annex A is a summary of the terms (the "Term Sheet") in connection with your service as a director of Athene Holding Ltd. and/or certain of its subsidiaries (each, a "Company", and collectively, the "Companies"). This letter memorializes the agreement of each Company which has signed this letter below, or which has joined by signing a copy of this letter at a later date, that this letter and the Term Sheet constitute a binding commitment (which is several and not joint) of each such Company. If you are in agreement with the foregoing, please so indicate by signing this letter where indicated below.

Very truly yours,

ATHENE HOLDING LTD.

By: _____
Name:
Title:

Chesney House | 96 Pitts Bay Road | Pembroke HM 08 |Bermuda
PO Box HM 1386 | Hamilton HM FX |Bermuda
Tel: +1 (441) 279 8400 | Fax: +1 (441) 279 8401

Agreed to and accepted to:

[Director Name]

Dated:

Annex A

Summary of Terms for Directorship Services

- Parties:** Each of the entities which has signed the letter to which this Annex A is attached or which has joined by signing a copy of such letter at a later date (each, a "Company", and collectively, the "Companies"), and [*Director Name*] ("Director") of [*Director Address*].
- Interpretation:** For purposes of this Annex A (this "Agreement"), "Subsidiary" shall mean all direct and indirect subsidiaries of the relevant Company. For purposes of this Annex A, "affiliate" of any Company shall include all Subsidiaries of such Company and Athene Asset Management, L.P. For purposes of this Annex A, "applicable law" shall mean, with respect to any Company, the laws of the jurisdiction of formation of such Company.
- Term:** Director shall hold office for such term as the shareholder(s) of the relevant Company may determine or, in the absence of such determination, in such manner as is consistent with this Agreement, applicable law, any applicable shareholders agreement, bye-laws or other definitive governing document of such Company (in each case, as may be amended, restated or otherwise modified from time to time). Director may be removed from office and Directors' office as a director shall be vacated in such manner as is consistent with this Agreement, applicable law, any applicable shareholders agreement, bye-laws or other definitive governing document of such Company (in each case, as may be amended, restated or otherwise modified from time to time). Further, Director agrees to resign his office as a director of any Company (a) if, by virtue of holding the office of director, Director causes such Company or any affiliate of such Company to be subject to an adverse tax consequence, (b) in the event that he shall be convicted of a felony, or (c) in the event that a determination shall be made by such Company, or any affiliate thereof, as the case may be, that the continued appointment of Director may result in adverse regulatory or legal consequences to, or would be adverse to the reputation of, such Company or its affiliates.

Fees and Expenses:

Each of the Companies agrees to pay Director the fees and expenses in U.S. Dollars set forth opposite that Company on Schedule I (as modified from time to time). It is understood and agreed that all fees and expenses to be paid to Director hereunder will be paid (i) by AHL, which may be reimbursed by the relevant Company through separate shared service arrangements or (ii) if not reimbursed by the relevant Company through such arrangements, directly by the relevant Company.

No additional or separate compensation will be paid to Director for:

- (i) attendance at shareholder meetings of any Company or its Subsidiaries; or
- (ii) any other service reasonably attendant to the services described in this Annex A.

Each Company shall pay or reimburse Director for all documented out-of-pocket-expenses reasonably incurred by Director in connection with the performance of his duties or obligations as a Director or committee member of such Company, including, but not limited to travel, lodging and transportation expenses incurred in connection with attendance at meetings, with such reimbursements in accordance with the policies of the Company in effect from time to time.

All incremental fees payable as a result of the retroactive application of the letter to the Effective Date will be paid in connection with the first regularly scheduled payment to the Director immediately following the date of the letter. The Director will not be required to reimburse the Company for any cash deficiency arising from or relating to the retroactive application of the letter to the Effective Date.

Duties, Time Commitment:

Director shall use reasonable best efforts to attend all board, committee, and if requested, shareholder meetings of any entity on which he serves as a director or committee member.

Director's duties associated with serving as a member of any committee of any board of which Director shall be a member will be as set forth in the relevant committee charter and will include attendance at such committee's meetings.

During the continuance of Director's appointment, Director will be expected to:

- (i) faithfully, efficiently, competently and diligently perform his duties and exercise such powers as are appropriate to his role as a director;
- (ii) promptly declare, so far as he is aware, the nature of any interest, whether direct or indirect, in any contract or proposed contract entered into or to be entered into between Director and the Company, and/or any affiliate of the Company;
- (iii) take into consideration any potential conflicts of interest when accepting appointment to other boards;
- (iv) comply with all reasonable requests, instructions and regulations made or given by any board of which he is a member (or by any duly authorized committee thereof), and give to each board or committee such explanations, information and assistance as they may reasonably require;
- (v) act in the best interests of the Company and its Subsidiaries; and
- (vi) use commercially reasonable efforts to promote and extend the interests and reputation of the Company and its Subsidiaries, including assisting their respective boards in relation to public and corporate affairs and bringing to bear for the benefit of the relevant board, Director's particular knowledge and experience.

It is hereby understood and agreed that Director is to be classified as an independent director at the time of his appointment. Director shall promptly inform any board of any circumstances that would likely affect such independent status.

Director shall inform each board on which he serves as a member, within 10 business days, of any (direct or indirect) personal interests, whether now existing or hereafter arising, which may conflict with Director's duties to the Company and/or its affiliates, or with any of their respective businesses. Director undertakes that during the term of his appointment as a Director of the Company, he will promptly disclose in writing any new directorship or appointment, any conflict of interest or any situation that may reasonably be expected to result in an

appearance of a conflict of interest, including any business relationship or interest in a business entity which is likely to compete with the Company, and any contract between Director (on the one hand) and the Company and/or affiliates of the Company (on the other hand).

Fiduciary Obligations:

Director acknowledges and understands that the structure, practices and committees of their respective boards, including matters relating to the size, independence and composition of their boards, the election and removal of directors, requirements relating to board action, the powers delegated to board committees and the appointment of executive officers, are governed by applicable law and the shareholders agreements, bye-laws or other definitive governing document of the applicable entity (in each case, as may be amended, restated or otherwise modified from time to time).

Director hereby acknowledges that he has been provided a copy of the Operating Guidelines applicable to AHL and its affiliates (the "Operating Guidelines") and agrees at all times to comply with the same (as such may be amended or modified from time to time) in connection with all services to be performed as a Director and committee member.

Confidential Information:

Director agrees that both during and after his time as a director of any Company, Director will not use for his own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to such Company, or its affiliates, including, without limitation, any information about any board deliberations or any other information with respect to Athene Asset Management, L.P.

The restriction shall cease to apply to any confidential information which may (other than by reason of Director's breach of Director's obligations) become available to the public generally or which is required to be disclosed by a subpoena or other legally compelling procedure.

Director also agrees during his appointment that he will not, other than for the benefit of such Company or its affiliates, and in connection with his service as a director, make any notes, memoranda, electronic records, tape records, films, photographs, plans, drawings or any form of record relating to any matter within the scope of the business or concerning the dealings or affairs of such Company or its affiliates, and will promptly return any such items at any time upon request.

Insurance:	Each Company is a beneficiary under an insurance policy under which the directors and officers of such Company and its affiliates are insured, subject to the limits of the policy, against certain losses arising from claims made against such directors and officers by reason of any acts or omissions covered under the policy in their respective capacities as directors or officers, including certain liabilities under securities laws.
Several Obligations of the Companies	Each Company shall be liable severally (and not jointly) for its obligations to Director hereunder and no Company shall be responsible for any obligation of any other Company hereunder.
Miscellaneous:	This letter does not create any relationship of employee and employer between Director, on the one hand, and any Company and/or its affiliates, on the other hand.
Governing Law and Jurisdiction:	This appointment and the terms hereunder are governed under the laws of the jurisdiction of formation of the relevant Company. The courts in such jurisdiction shall have non-exclusive jurisdiction to settle any dispute, and the parties to this Agreement hereby agree to submit to the non-exclusive jurisdiction of such courts.
Notices:	Any notice to be given under the terms of this letter shall, in the case of notice to any Company be deemed to be given if left at the address on Schedule I, or sent by facsimile transmission to the facsimile number on Schedule I (in each case, addressed to the Chairman) or in the case of notice to Director, if handed to him personally or left at, or sent by air courier or facsimile transmission to, his last-known address or facsimile number, as set forth in the relevant Company's records. Any such notice shall be deemed to be given at the time of its delivery or dispatch by facsimile transmission.
Prior Agreements:	All prior agreements relating to the service of the Director as a director of the Companies are superseded and otherwise terminated in favor of this Agreement.

Schedule I

Company, address and facsimile

Athene Holding Ltd.

Chesney House, 96 Pitts Bay Road, P.O. Box HM 1386, Hamilton HM FX,
Bermuda

Fax: 441 279-8401

Jurisdiction of Formation

Bermuda

**Compensation (pro-rata for any service over a period
which is less than the full period set forth below)**

\$70,000 retainer per year, payable quarterly in cash in advance.

\$70,000 annual restricted stock grant, payable quarterly in
advance.*

\$2,500 per board meeting of the Company attended, payable in
cash.

\$10,000 annual fee (per committee) for serving as a member of any
committee of the board of directors of the Company that the
Director may be appointed to, payable quarterly in advance.
Payment to be payable \$5,000 in cash and \$5,000 in restricted
stock.*

\$25,000 annual fee (per committee) for serving as a chairman of
any committee of the board of directors of the Company that the
Director may be appointed to, payable quarterly in advance.
Payment to be payable \$12,500 in cash and \$12,500 in restricted
stock.*

* All restricted stock grants are subject to a three year vesting
period and vest annually on a pro-rata basis.

ATHENE SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

**Amended and Restated
Generally Effective January 1, 2014**

ATHENE SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

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ATHENE SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE 1: ESTABLISHMENT OF PLAN

Effective January 1, 1996, American Mutual Life Insurance Company (“AMLI”) established the All★ AmerUs Supplemental Executive Retirement Plan (“SERP”) to supplement benefits provided under certain qualified retirement plans of AMLI and AmerUs Group Co. Following a corporate reorganization, AmerUs Life Holdings, Inc. became the successor sponsor of the SERP effective August 1, 1996, on which date it succeeded AMLI as the “Company” under the SERP. Pursuant to another corporate reorganization, AmerUs Group Co. became the successor sponsor of the SERP effective September 18, 2000, on which date it succeeded AmerUs Life Holdings, Inc. as the “Company” under the SERP. The SERP was amended and restated in its entirety effective as of January 1, 2002. Effective January 1, 2008 following another corporate reorganization, Aviva USA Corporation became the successor sponsor of the SERP, on which date it became the “Company” under the SERP. The SERP was amended and restated effective as of January 1, 2008, and its name was changed to the Aviva Supplemental Executive Retirement Plan.

Effective October 1, 2013 following a corporate transaction, Athene USA Corporation became the successor sponsor of the SERP, on which date it became the “Company” under the SERP. Effective January 1, 2014 and through February 28, 2014, Athene USA Corporation shall be succeeded by Aviva Life and Annuity Company, during which time it shall be the “Company” under the SERP. Effective March 1, 2014, Aviva Life and Annuity Company shall be succeeded by Athene Annuity & Life Company, at which time it shall be the “Company” under the SERP.

The SERP is intended to constitute a non-qualified, unfunded plan for federal tax purposes and for purposes of Title 1 of the Employee Retirement Income Security Act of 1974 as amended from time to time (“ERISA”). The SERP is maintained primarily for the purpose of providing deferred compensation for a select group of management and highly compensated employees, as described in sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”). More specifically, the SERP is maintained for the purpose of providing benefits for selected employees participating in the Athene Savings & Retirement Plan (the “Savings Plan”) whose contributions are limited by sections 401(a)(17) and 402(g) of the Internal Revenue Code of 1986 (the “Code”) and/or for employees who elect to defer a portion of their income into the SERP. Without affecting the validity of any other provision of the SERP, to the extent that any SERP provision does not meet the requirements of Code Section 409A and the regulations issued thereunder, the Plan shall be construed and administered as necessary to comply with such requirements until this Plan is appropriately amended to comply with such requirements.

This Plan shall function solely as a “top-hat” plan within the meaning of Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA. As such, this Plan is subject to limited ERISA reporting and disclosure requirements, and is exempt from all other ERISA requirements. Distributions required or contemplated by this Plan or actions required to be taken under this Plan shall not be construed as creating a trust of any kind or a fiduciary relationship between the Company and any Participants, any Participant’s designated beneficiary, or any other person.

This Plan is to be maintained according to the terms of this document and the Company or its designee shall have the sole authority to construe, interpret and administer the Plan.

As used herein, the terms Compensation, Deferral Contributions, and Discretionary Contributions have the meaning given such terms under the Savings Plan (but see Article 4 for the definition of “Total Compensation” as used under the SERP).

ARTICLE 2: ELIGIBILITY

An executive of the Company is eligible to participate in this Plan as determined and selected by the Company’s Pension & Benefit Committee (the “Committee”) except for executives who are assigned by the Company to perform their services primarily at a work location outside the United States (such executives referred to as “assignees”). For avoidance of doubt, participation by an assignee in the Savings Plan shall not be affected by his or her exclusion from this Plan.

A participant must complete such forms and/or make such elections as the Committee may require. In particular, in order to defer compensation earned in any calendar year under the SERP, a participant must provide an annual written or on-line irrevocable election for pretax deferrals prior to the commencement of that year. Once the year commences, no change in the election shall be permitted until the following year, unless a participant becomes newly eligible to participate mid-year as a result of being newly qualified to participate in the Plan (e.g., promotion or newly hired), in which case he has 30 days from the date of the this event to make an irrevocable election for the remainder of the current year. A new annual election must be completed and filed every year prior to the start of the year. Elections with respect to “performance pay” described in Code Section 409A regulations may be made as permitted by the Company and in accordance with applicable Code Section 409A regulations and guidance.

If a participant ceases to satisfy any of the conditions of this Article 2 or the Committee determines that the participant is no longer eligible to participate, his or her participation in the Plan will terminate immediately except that his or her account shall be held for his or her benefit and distributed in accordance with Article 6. A former participant may resume participation in accordance with this Article 2 following the date on which he or she again satisfies the conditions of this Article 2.

ARTICLE 3: BOOKKEEPING ACCOUNTS

- (1) A bookkeeping account shall be established for each SERP participant to record his interest in the SERP.
- (2) Each participant’s account shall be divided into subaccounts corresponding to subaccounts under the Savings Plan.
- (3) Such other subaccounts shall be established as the Committee determines are necessary to keep track of participants’ interests under the SERP.
- (4) A participant shall vest in a subaccount under this SERP at the same rate and in the same manner as he or she vests in the corresponding subaccount under the Savings Plan.
- (5) SERP records shall be kept on a calendar-year basis.

- (6) With respect to SERP participants whose deferred compensation benefits attributable to individual employment agreements with the Indianapolis Life Insurance Company and/or the Bankers Life Insurance Company were transferred to this SERP as of October 1, 2001 in accordance with Article 20 hereof, such transferred benefits shall be credited as of October 1, 2001 to a separate subaccount within such SERP participant's bookkeeping account.

ARTICLE 4: BENEFIT CREDITS

The following credits shall be made to the applicable subaccounts of participants each year. The timing of the credits shall be coincident with the timing of credits for similar contribution types under the Savings Plan.

- (a) Participant Deferral Contributions as elected under Article 2.
- (b) Employer Discretionary Contributions, if any and as applicable, calculated on Total Compensation (see subsection (c) below) less Compensation. The allocation conditions under the Savings Plan for any contribution under this subsection (b) shall apply (e.g., last business day of employment and 1,000 hours of service requirement) unless the Committee, in its sole discretion, with respect to any participant, waives any such requirement.
- (c) "Total Compensation" shall equal Compensation as defined in the Savings Plan, but without regard to the limitation under Section 401(a)(17) of the Code, and including participant Deferral Contributions under Article 2; provided, however, that if a participant does not elect to defer any portion of his or her bonus for a year under Article 2, then "Total Compensation" and Compensation (as defined under the Savings Plan) shall not include any such bonus for such year.

ARTICLE 5: PHANTOM INVESTMENT CREDITS

Each participant may elect to invest, on a hypothetical basis, his bookkeeping account under this SERP in the investment options selected by the Committee available to him or her under the SERP. This investment election shall be independent of his investment elections under the Savings Plan. A participant's account under this SERP shall be credited (or debited) with the investment return (including losses) it would have earned had it actually been invested according to the participant's directions. The account of a participant who fails to make an investment election shall receive the performance it would have received had it been invested in the SERP default option as determined by the Committee.

ARTICLE 6: BENEFIT PAYMENT OPTIONS

The vested balance in a participant's account under this SERP shall be paid as soon as administratively feasible following but not sooner than 30 days following his Separation from Service (as defined in Code Section 409A and regulations and guidance issued thereunder) with the Company and its affiliates; provided, however, that a participant who is a "specified employee" under Code Section 409A shall have any payment due within 6 months following Separation from Service postponed until the first day of the month following the date that is 6 months after the date of Separation from Service. A participant in this SERP may, subject to the terms and conditions of this Article, make the following elections as to form of payment (a "Form of Payment Election"):

- (a) A single sum payment;

- (b) A specified total dollar amount to be paid in a fixed quarterly, semiannual, or annual installments ("Payment Frequency") over a 3, 5, 10, 15 or 20 year period ("Installment Period"), with any remaining balance at the end of the Installment Period paid in a lump sum within 2 1/2 months of the date of the Installment Period payment; or
- (a) Substantially equal installments paid quarterly, semiannually, or annually ("Payment Frequency") over a 3, 5, 10, 15 or 20 year period ("Installment Period").

A participant shall elect the total dollar amount or Installment Period and Payment Frequency in his discretion, provided that if a participant selects an Installment Period in excess of such participant's life expectancy (as determined in accordance with Treasury Regulation section 1.72-9, Table V), the Installment Period selected by such participant shall be deemed to be the longest Installment Period that does not exceed such participant's life expectancy. The first installment shall be paid as soon as administratively feasible following Separation from Service. If an Installment Period has been selected, the amount of each payment will be determined by dividing the value of the participant's vested account balance by the number of payments remaining in the Installment Period.

In the event the participant dies before his vested account balance is exhausted, the balance shall be paid to his beneficiary (as determined in accordance with the terms of the Savings Plan) in a single sum as soon as administratively feasible.

All amounts not vested in accordance with the terms of the SERP shall be forfeited upon the participant's termination of employment with the Company and its affiliates.

ARTICLE 7: TIMING AND METHOD OF DISTRIBUTION

After becoming eligible to participate in the SERP, the SERP participant shall make a Form of Payment Election by the later of (i) 30 days after the date the individual becomes eligible to participate in the SERP, provided that such election shall apply to compensation paid for services to be performed subsequent to the election, or (ii) December 31 of the calendar year in which such participant first elects to defer salary under Article 2 for the next calendar year. If a participant does not make a timely Form of Payment Election (in such manner as the Company shall provide), such participant shall be deemed to have elected to receive payment in a single sum.

A participant may elect to change the number of years over which payments will be made, may change the dollar amount of each installment payment, or may change from a fixed payment period to a specified dollar amount (or vice versa), provided that the following requirements shall be met:

- (a) The first payment with respect to such revised election shall not be made until at least 5 years after the date on which distribution would have otherwise begun; provided that earlier distribution may be made in the event of the participant's death; and

-
- (b) The revised election shall be made at least 12 months prior to the date on which distribution would have otherwise begun and shall not take effect until 12 months after the date on which such election is made.

In no event shall a participant be permitted to change his form or timing of distribution if such change would result in an acceleration of payment, as provided in regulations and other guidance issued under Code Section 409A.

ARTICLE 8: PARTICIPANT'S RIGHTS

This SERP is unfunded for purposes of the Internal Revenue Code and ERISA. Accordingly, no participant or beneficiary shall have any title to or beneficial ownership in any assets of the Company.

All benefits payable under this SERP (including those derived from participant's deferrals) shall be general, unsecured obligations of the Company to be paid by the Company from its own funds, and such payments shall not (a) impose any obligation upon the trust fund under the Savings Plan; (b) be paid from the trust fund under the Savings Plan; or (c) have any effect whatsoever upon the Savings Plan or the payment of benefits from the trust fund under the Savings Plan.

ARTICLE 9: ADMINISTRATION

This SERP shall be administered by the Committee appointed by the Company's Board of Directors (the "Committee"), which shall administer it as an unfunded plan which is not intended to meet the qualification requirements of section 401 of the Code. The Committee shall have discretionary authority to interpret and administer this SERP, and to issue rules and regulations for its governance. No member of the Committee shall be liable to any person for any action taken or omitted in connection with the interpretation or administration of this SERP. A Committee member shall not participate in any action or determination regarding his own benefits.

ARTICLE 10: CLAIMS AND APPEAL PROCEDURES

It shall not be necessary for a participant or beneficiary entitled to receive a benefit hereunder to file a claim for such benefit with any person in order to receive such benefit. However, any participant or beneficiary who believes that he or she is entitled to receive a benefit hereunder and has not received or begun receiving a distribution of such benefit or who believes that he or she is entitled to a benefit hereunder in excess of the benefit which he or she has received or begun receiving, may file a written claim for such benefit or increased benefit with the Committee at any time up to the last day of the 12-month period that begins on the earlier of (i) the date on which the claimant learned of facts sufficient to enable the claimant to formulate such claim, or (ii) the date on which the claimant reasonably should have been expected to learn of facts sufficient to enable the claimant to formulate such claim. Such written claim shall set forth the participant's or beneficiary's name and address and shall include a statement of the facts and a reference to the pertinent provisions of the SERP upon which such claim is based. A claimant who does not timely and properly file his claim as herein required shall to the extent permitted by law be conclusively deemed to have waived any right to the benefit or increased benefit not provided.

Within 90 days after such claim is filed, the Committee shall provide the claimant with written notice of its decision with respect to such claim. If such claim is denied in whole or in part, the Committee shall, in such written notice to the claimant, set forth in a manner calculated to be understood by the claimant the specific reason or reasons for denial; specific references to pertinent provisions of the SERP upon which the denial is based; a description of any additional material or information necessary for the claimant to perfect his claim and an explanation as to why such material or information is necessary; an explanation of the provisions for review of claim denials set forth in this Article; and a statement that if the claimant fails to seek review of the claim denial under this Article within the 60-day period described below he or she shall, to the extent permitted by law, be conclusively deemed to have waived any right to contest in any forum the determination of the Committee. If special circumstances require additional time, the Committee may extend the period allowed for notice of its decision by a period not to exceed 90 days. Written notice of such extension, stating the circumstances requiring the extension and the date by which a final decision is expected, shall be provided to the claimant before the expiration of the initial 90-day period. With respect to any claim, in the event that the Committee fails to provide the written notice described herein within the time period described herein, the claimant's claim shall be deemed to be denied by the Committee.

A participant or beneficiary whose claim for benefits has been denied may appeal such denial to the Committee and receive a full and fair review of his claim by filing with the Committee a written application for review at any time within 60 days after the Committee gives him or her the written notice of denial of his claim or, if no such notice has been given to the participant, within 60 days after the end of the 90-day (or extended) period described above. A participant or beneficiary who submits a timely written application for review shall be entitled to review any and all documents pertinent to his claim and may submit issues and comments to the Committee in writing. In the sole and absolute discretion of the Committee, a hearing may be held. Not later than 60 days after receipt of a written application for review, the Committee shall give the claimant written notice of its decision on review, which shall set forth in a manner calculated to be understood by the claimant specific reasons for its decision and specific references to the pertinent provisions of the SERP upon which the decision is based. If special circumstances, including (but not limited to) the need for a hearing as determined by the Committee, shall require additional time for making a decision on review, the period for decision may be extended by not more than 60 days. Written notice of such extension, stating the circumstances requiring the extension and the date by which a final decision is expected, shall be provided to the claimant before the expiration of the initial 60-day period. With respect to any appeal, in the event that the Committee fails to provide the written notice within the time period described herein, the appeal shall be deemed to be denied. The decision of the Committee, shall, to the maximum extent permitted by law, be final and binding on all parties. A claimant who shall not timely file his written application for review as required shall, to the maximum extent permitted by law, be conclusively deemed to have waived any right to contest in any forum the initial determination of the Committee.

Any act permitted or required to be taken by a participant or beneficiary by this Article may be taken for and on behalf of such participant or beneficiary by such participant's or beneficiary's duly authorized representative. Any fees or expenses charged or incurred by such representative shall be the liability of the participant or beneficiary, and not the liability of the Company, the SERP, the Committee, or any other person. Any claim, notice, application, or other writing permitted or required to be filed with, provided, or given to a party by this Article shall be deemed to have been filed, provided, or given when deposited in the United States mail, postage prepaid, and properly addressed to the party to whom it is to be provided or given

or with whom it is to be filed. Any such notice, application, or other writing directed to a participant or beneficiary shall be deemed properly addressed if directed to the address set forth in the written claim filed by such participant or beneficiary.

No legal action to recover SERP benefits or to enforce or to clarify rights under the SERP shall be commenced unless and until the claimant first shall have exhausted the claims and appeal procedures available to the claimant hereunder. A claimant must raise all issues and present all theories relating to his claim to the Committee at one time. Otherwise, the claimant shall be deemed to have abandoned forever all issues and theories not raised and presented to the Committee.

Any suit brought to contest a decision of the Committee shall be filed in a court of competent jurisdiction within one (1) year from receipt of written notice of the Committee's final decision or from the date the appeal is deemed denied, and any suit not filed within this one-year limitation period shall be dismissed by the court.

In any suit contesting a decision of the Committee, all issues of fact shall be tried by the court and not by a jury. No evidence may be introduced in court which was not previously presented to the Committee and no evidence may be introduced to modify or contradict the terms of the SERP document.

The Committee shall have full discretionary authority to interpret and apply the terms of the SERP document and other relevant documents and relevant provisions of law. This grant of authority shall be construed to be as broad as permitted by law and shall include the authority to find facts, to reach conclusions of law, to interpret and apply ambiguous terms, and to supply missing terms reasonably necessary to resolution of claims and appeals.

ARTICLE 11: AMENDMENT AND DISCONTINUANCE

The Company may at any time amend any or all provisions of this SERP in any respect (including retroactively) to the maximum extent permitted by law. Such an amendment may be made at any time by written instrument identified as an amendment of the SERP effective as of a specified date (or dates) and such amendment shall be binding on all participants, beneficiaries, and other individuals and entities. Notwithstanding the foregoing, no such amendment shall, without the consent of the participant, have the effect of reducing a participant's account balance immediately before the amendment is adopted.

The Company expects to continue the SERP indefinitely. However, the Company shall, to the maximum extent permitted by law, have the right at any time to terminate the SERP (including retroactively) in whole or in part or to otherwise terminate the SERP (including retroactively). In accordance with any amendment to the SERP that may be adopted in connection with any such termination, the Company may after such termination continue the SERP for the purpose of making distributions under the SERP as they become payable.

No amendment or termination shall result in any acceleration or delay in any payment due under this Plan except as may be permitted by Code Section 409A or regulations and guidance issued thereunder.

ARTICLE 12: RESTRICTIONS ON ASSIGNMENT

The interest of a participant or his beneficiary in the SERP may not be sold, transferred, assigned, or encumbered in any manner, either voluntarily or involuntarily, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, or change the same shall be null and void; neither shall the benefits hereunder be liable for or subject to the debts, contracts, liabilities, engagement, or torts of any person to whom such benefits or funds are payable, nor shall they be subject to garnishment, attachment, or other legal or equitable process nor shall they be an asset in bankruptcy, except that no amount shall be payable hereunder until and unless any and all amounts representing debts or other obligations owed to the Company or any affiliate of the Company by the employee with respect to whom such amount would otherwise be payable shall have been fully paid and satisfied.

ARTICLE 13: NATURE OF AGREEMENT

No provisions in the SERP, either directly or indirectly, shall be construed to require the Company to reserve, or otherwise set aside, funds for the payment of benefits hereunder. The adoption of this SERP and any setting aside of amounts by the Company with which to discharge its obligations hereunder shall not be deemed to create a trust (other than a grantor trust within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code); legal and equitable title to any funds so set aside shall remain in the Company, and any recipient of benefits hereunder shall have no security or other interest in such funds. Any and all funds so set aside shall remain subject to the claims of the general creditors of the Company, present and future, and no payment shall be made under this SERP unless the Company is then solvent. This provision shall not require the Company to set aside any funds, but the Company may set aside such funds if it chooses to do so.

ARTICLE 14: NATURE OF PAYMENTS

Any benefits provided hereunder shall constitute nonqualified deferred compensation payments to the participant and shall not be taken into account in computing the amount of salary or compensation of the participant for the purposes of determining any pension, retirement, death or other benefits under (a) any pension, retirement, profit-sharing, bonus, life insurance or other employee benefit plan of the Company or any of its subsidiaries or (b) any agreement between the Company or any subsidiary and the participant except as such plan or agreement shall otherwise expressly provide.

ARTICLE 15: CONTINUED EMPLOYMENT

Neither the creation of this Plan nor anything contained herein shall be construed (a) to give any participant the right to remain in the employ of the Company or any of its subsidiaries, (b) to give any participant or beneficiary any benefits not specifically provided by the Plan, or (c) to modify, in any manner, the right of the Company or any of its subsidiaries to modify, amend, or terminate any of its employee benefit plans.

ARTICLE 16: BINDING ON COMPANY, PARTICIPANTS AND THEIR SUCCESSORS

This SERP shall be binding upon and inure to the benefit of the Company, its successors and assigns and the participants and their heirs, executors, administrators and legal representatives.

ARTICLE 17: PAYMENTS MADE BY MISTAKE

Notwithstanding anything to the contrary, a participant or beneficiary is entitled only to those benefits provided by the SERP and promptly shall return any payment made by mistake of fact or law.

ARTICLE 18: LAWS GOVERNING

If and to the extent that federal law is inapplicable to the SERP, the SERP shall be construed in accordance with and governed by the laws of the State of Iowa (but without regard to Iowa's principles on the conflicts of laws).

If any provisions of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan; and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been included herein.

ARTICLE 19: TAXES

The Company does not represent or guarantee that any particular tax consequences (favorable or unfavorable) will result from participation in the SERP. Participants shall bear their share of taxes assessed against them because of benefits paid or accrued under the SERP. Any taxes owed may be withheld from or charged against benefits otherwise payable from the SERP or compensation otherwise payable by the Company.

ARTICLE 20: TRANSFER OF DEFERRED COMPENSATION BENEFITS

Effective October 1 2001, certain SERP participants' deferral compensation benefits granted under such participants' individual employment agreements with the Indianapolis Life Insurance Company and/or the Bankers Life Insurance Company were transferred to this SERP. Accordingly, as of October 1, 2001, the terms of this SERP shall apply with respect to such transferred benefits. Correspondingly, as of October 1 2001, the terms of the individual employment agreements shall cease to apply with respect to such transferred benefits. A list of participants with such transferred benefits is set forth in Appendix A.

ARTICLE 21: GENDER AND NUMBER REFERENCE

Masculine gender shall include the feminine; and the singular shall include the plural, unless the context clearly indicates otherwise.

* * *

[Signature page follows]

IN WITNESS WHEREOF, Athene USA Corporation has caused this instrument to be executed by its duly authorized officer, effective as of January 1, 2014.

ATHENE USA CORPORATION

By: /s/ James R. Belardi
Name: James R. Belardi
Title: Chief Executive Officer
Date: December 24, 2013

ADDENDUM TO SERP

PARTICIPATING EMPLOYERS

Each of the undersigned employers, by executing this Addendum, elects to be a participating employer in the SERP. A participating employer agrees to be bound by all the provisions of the SERP as adopted by Athene USA Corporation, the sponsoring employer of the SERP. Each participating employer agrees to be solely responsible and liable for benefits under the SERP with respect to its employees/participants.

ATHENE ASSET MANAGEMENT LLC

Effective January 1, 2014

By: /s/ James R Belardi
Name: James R Belardi
Title: CEO
Date: December 24, 2013

Effective October 1, 2013, Aviva Investors North America NA is no longer a participating employer in the SERP.

APPENDIX A

Participants with Deferred Compensation Benefits Transferred Pursuant to Article 20

William Boyd
Gregory J. Carney
Norma L. Carter
James W. Cassel
Mark J. Cotlar
Karen S. Delgado
John J. Fahrenbach
Janis B. Funk
Larry A. Halbach
James J. Kerwin
Linda M. Krevda
Valerie L. Margolin
Paul Mariboe

Wesley McDivitt
Jay J. Neal
Marc D. Novotney
Albert Palatiello, Jr.
Larry R. Prible
Garrett P. Ryan
Robert J. Schnell
John H. Shawhan
Stephen J. Shorrock
Gene E. Trueblood
Maria Umbach
Karla Vest

Amendment No. 1 to the Athene Supplemental Executive Retirement Plan

Reference is hereby made to the Athene Supplemental Executive Retirement Plan ("SERP") generally effective as of January 1, 2014, as executed on December 24, 2013. This Amendment No. 1 to the SERP ("Amendment") is made and entered into by Athene Annuity and Life Company ("Company") in accordance with Article 11 of the SERP and shall amend and supplement the SERP to the extent set forth below.

The purpose of this Amendment is to modify a portion of Article 2: Eligibility to clarify who makes eligibility determinations and the election period applicable to newly eligible participants and to modify a portion of Article 6: Benefit Payment Options. For avoidance of doubt, only the specific paragraphs of the sections outlined below are modified; all other provisions within those sections remain unchanged.

This Amendment shall be effective with respect to participants in the SERP for plan years beginning on or after January 1, 2015 unless otherwise specified below.

1. Paragraphs 1 and 2 of Article 2 of the SERP are hereby amended in their entirety to read as follows:

"An executive of the Company is eligible to participate in this Plan as determined by the Company."

"A participant must complete such forms and/or make such elections as the Committee may require. In particular, in order to defer compensation earned in any calendar year under the SERP, a participant must provide an annual written or on-line irrevocable election for pre-tax deferrals prior to the commencement of that year. Once the year commences, no change in the election shall be permitted until the following year unless a participant becomes newly eligible to participate mid-year as a result of being newly qualified to participate in the Plan (e.g., promotion or newly hired) in which case he has 30 days from notification of the event to make an irrevocable election for the remainder of the current year. A new annual election must be completed and filed every year prior to the start of the year. Elections with respect to "performance pay" described in Code Section 409A regulations may be made as permitted by the Company and in accordance with Code Section 409A regulations and guidance."

2. Paragraph 1 of Article 6 of the SERP is hereby amended in its entirety to read as follows:

"The vested balance in a participant's account under the SERP shall be paid as soon as administratively feasible following his Separation from Service (as defined in Code Section 409A and regulations and guidance issued thereunder) with the Company and its affiliates; provided, however, that a participant who is a "specified employee" under Code Section 409A shall have any payment due within 6 months following Separation from Service postponed until the first day of the month following the date that is 6 months after the date of Separation from Service. A participant in this SERP may, subject to the terms and conditions of this Article, make the following elections as to the form of payment (a "Form of Payment Election"):


(a) A single sum payment;

(b) Substantially equal installments paid quarterly, semiannually, or annually ("Payment Frequency") over a 3, 5, 10, 15 or 20 year period ("Installment Period").

IN WITNESS OF WHICH, the Company has adopted this Amendment to the Plan.

Athene Annuity and Life Company

Dated: 12-30-2014

By: 
Title: VP Human Resources

Amendment No. 2 to the Athene Supplemental Executive Retirement Plan

Reference is hereby made to the Athene Supplemental Executive Retirement Plan as restated and generally effective as of January 1, 2014 and executed on December 24, 2013, and as amended by Amendment No. 1 effective as of January 1, 2015 and executed on December 30, 2014 (collectively, the "SERP"). This Amendment No. 2 to the SERP ("Amendment") is made and entered into by Athene USA Corporation ("Company") in accordance with Article 11 of the SERP and shall amend and supplement the SERP to the extent set forth below.

The purpose of this Amendment is to properly identify the sponsor of the SERP as of January 1, 2014, and to amend the SERP's beneficiary designation provisions.

This Amendment shall be effective with respect to participants in the SERP as specified below.

1. Effective January 1, 2014, the second paragraph of Article 1 of the SERP is hereby amended and replaced in its entirety to read as follows:

Effective October 1, 2013 following a corporate transaction, Athene USA Corporation became the successor sponsor of the SERP, on which date it became the "Company" under the SERP.

2. Effective January 1, 2014, the first and only sentence of the first paragraph of Article 2 of the SERP (as previously amended by Amendment No. 1) is hereby amended and replaced in its entirety to read as follows:

An executive of the Company or any of its subsidiaries is eligible to participate in this Plan as determined by the Company.

3. Effective January 1, 2015, the third paragraph of Article 6 (beginning "In the event the participant dies...") of the SERP is hereby amended and replaced in its entirety to read as follows:

In the event the participant dies before his vested account balance is exhausted, the balance shall be paid to his beneficiary in a single sum as soon as administratively feasible. Effective April 1, 2015, a participant may designate from time to time a beneficiary for the SERP, which beneficiary designation will revoke any prior designation by the same participant and be effective only when delivered by the participant in writing to the Company during his lifetime. In the event that the Participant has not designated a beneficiary (or one is not in effect pursuant to the Savings Plan as of April 1, 2015), such payments shall be made, in the following order of priority, to the participant's: (a) surviving spouse; (b) surviving children (including adopted children) in equal shares; and (c) estate. Prior to April 1, 2015, the beneficiary under the SERP was determined in accordance with the provisions of the Savings Plan.

[Signature page follows]

IN WITNESS WHEREOF, Athene USA Corporation has executed and adopted this Amendment as of the 13 day of April, 2015.

ATHENE USA CORPORATION

By 
Title VP Human Resources



May 4, 2015

Brenda Cushing
2816 Jordan Grove
West Des Moines, IA 50265

Re: Separation Agreement and General Release

Dear Brenda:

This letter confirms the terms in connection with your separation of employment from Athene Annuity and Life Company and its affiliates (including without limitation Athene Holding Ltd.) (collectively, the "Company"). The Company and you agree that this letter agreement (this "Agreement") represents the full and complete agreement concerning your separation of employment with the Company.

In consideration of the mutual promises and agreements contained in this Agreement, the adequacy and receipt of which each party expressly acknowledges, you and the Company agree as follows:

1. The parties have agreed that your last day of employment with the Company shall be August 14, 2015 (the "Separation Date"). You acknowledge and agree that this mutual separation includes your resignation from any and all officer and director positions that you hold with the Company as of the Separation Date, which the Company hereby accepts. You acknowledge and agree that your mutual separation is neither a resignation by you for "Good Reason" nor a termination of your employment by the Company without "Cause" within the meaning of any of your Share Award Agreements (as defined in Paragraph 5 below). From the date of this Agreement through the Separation Date, you will continue to serve as the Chief Financial Officer of the Company and have the duties and responsibilities as are consistent with such title and position and will cooperate with the Company to transition your duties and responsibilities to such person(s) as the Company may identify. You acknowledge and agree that you have no present or future right to employment with the Company or any of the other Released Parties (as defined below).
2. Subject to the terms of this Agreement and provided that you sign and return this Agreement to the Company within twenty-one (21) days after your receipt thereof, and sign and return to the Company the Supplemental Release attached to this Agreement (the "Supplemental Release") within 21 days after (but not before) the Separation Date and you do not revoke this Agreement or the Supplemental Release in accordance with Paragraph 17 below or Paragraph 5 of the Supplemental Release, and you comply with this Agreement (including without limitation the provisions of your Share Award Agreements (defined in Paragraph 5 below), the Company will pay you the following:
 - a) A lump sum severance payment in the gross amount of \$336,970.
 - b) An additional severance payment in the gross amount of \$375,000.00, representing an annual bonus payout for the 2015 performance period, which payment shall be subject to the Company's 2014 audited financial statements being completed and delivered to the Audit Committee of the Company by August 11, 2015; *provided, however*, that this requirement shall be waived in the event that a change in Company priorities (such as merger, acquisition or other corporate transaction activity) could reasonably be expected to, and does, materially affect the timing or delivery of such audited financial statements.

Amounts payable pursuant to this Paragraph 2 shall be paid within 30 days of the Separation Date provided you remain employed with the Company through and including the Separation Date. If your employment with the Company terminates for any reason prior to the Separation Date, no payments shall be payable pursuant to this Paragraph 2; *provided, however*, if you are involuntarily terminated by the Company without Cause (as defined in the Share Award Agreements (defined in Paragraph 5 below)) prior to the Separation Date, the Company will pay to you the amounts set forth in this Paragraph 2 within 30 days of the effective date of your involuntary termination of employment without Cause.

3. You will receive a payment for your earned and unused 2015 PTO hours accrued through your Separation Date. This payment will be made following your Separation Date and within the time period provided by applicable law.
4. Your participation in all employee benefit plans and programs in which you currently participate will end upon your Separation Date. You may continue your group health insurance coverage thereafter to the extent required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). If you elect continued coverage under COBRA, you will be required to pay 102% of the monthly premium. You will receive information about continuing your health coverage under COBRA separately.
5. You acknowledge that, pursuant to the Amended and Restated Class A Share Award Agreement between you and Athene Holding Ltd. ("Holding") dated December 13, 2014 (the "Class A Share Award Agreement"), you were granted an award to purchase, and you did purchase, 15,000 Class A common shares of Holding at \$13.46 per share under the Athene Holding Ltd. 2014 Share Incentive Plan (the "Purchased Shares"). You also acknowledge that, pursuant to the Amended and Restated Restricted Share Award Agreement between you and Holding dated December 13, 2014 (the "M-3 Award Agreement"), you were granted 80,000 Class M-3 common shares under the Athene Holding Ltd. 2014 Share Incentive Plan at a purchase price of \$0.001 per share, of which 8,000 shares will be vested as of the Separation Date (the "Vested Class M-3 Shares"). You also acknowledge that, pursuant to the Share Award Agreement dated February 23, 2015 (the "M-4 Award Agreement"), you were granted 160,000 Class M-4 common shares under the Athene Holding Ltd 2014 Share Incentive Plan at a purchase price of \$0.001 per share, of which 16,000 will be vested as of the Separation Date (the "Vested Class M-4 Shares," and together with the Purchased Shares and the Vested Class M-3 Shares, the "Vested Shares"). The Class A Share Award Agreement, the M-3 Award Agreement and the M-4 Award Agreement, to the extent applicable, shall be referred to collectively as, the "Share Award Agreements". You acknowledge and agree that, pursuant to Section 6 of each of the M-3 Award Agreement and the M-4 Award Agreement, the 72,000 Class M-3 common shares held by you that will remain unvested as of the Separation Date and the 144,000 of the Class M-4 common shares held by you that will remain unvested as of the Separation Date shall be immediately forfeited to the Company as of the Separation Date (the "Forfeited Shares"). You further acknowledge and agree that none of the Forfeited Shares shall be eligible to vest following the Separation Date. Pursuant to Section 6 of the M-3 Award Agreement and the M-4 Award Agreement, the Company shall pay to you, and you agree to accept, \$216 as full and final payment for the repurchase of all of the Forfeited Shares.

You acknowledge and agree that the Company has the right to repurchase all of your Vested Shares pursuant to the provisions of Section 6 of the Share Award Agreements. You further acknowledge and agree that, subject to the approval of the board of directors of Holding, you will enter into a share Repurchase Agreement substantially in the form attached hereto pursuant to which you will transfer all of your right, title and interest in the Vested Shares to the Company, effective as of the date of this Agreement, in exchange for a total repurchase price (the "Repurchase Payment") equal to the sum of (i) \$225,450 with respect to the Purchased Shares plus (ii) an amount equal to the number of Vested Class M-3 Shares multiplied by the difference between the June 30, 2015 valuation of a Class M-3 common share as approved by the Audit Committee less \$13.46 plus (iii) an amount equal to the number of Vested Class M-4 Shares multiplied by the difference between the June 30, 2015 valuation of a Class M-4 common share as approved by the Audit Committee less \$26.00. The Repurchase Payment shall be paid to you within thirty (30) days following the Separation Date.

6. You acknowledge that, except as otherwise specifically provided in Paragraph 5 above, you hold no shares or other equity of Holding or any of its affiliates, and you agree that you have no right to purchase or acquire any shares or other equity of the Company now or in the future.
7. All payments made and benefits provided to you shall be subject to customary withholding and other taxes as required by applicable federal, state and local law. Notwithstanding anything contained herein to the contrary, you agree that you, and not the Company, are responsible for any and all taxes payable by you.
8. You agree to return to the Company no later than your Separation Date all of its property in your possession, custody or control including, but not limited to, all memoranda, notes, plans, records, reports, software and data, files (written and electronic), tapes, manuals, personnel information, employee lists, brochures, catalogs, price lists, cost information, financial records, customer lists and all copies thereof, cell phones, computers, information storage devices (including without limitation external hard drives and thumb drives), keys, credit cards and other equipment.
9. This Agreement, including the provisions of the Share Award Agreements that survive as indicated in this Paragraph 9, embody the entire agreement and understanding of you and the Company with regard to all matters and those documents supersede any and all prior and/or contemporaneous agreements and understandings, oral or written, between you and the Company. The Share Award Agreements are hereby terminated, null and void, except that: (a) Sections 7 (relating to Protective Covenants), 13, 14, 15, 17, 19, 22, 23 and 24 of your M-3 Award Agreement, (b) Sections 7 (relating to Protective Covenants), 13, 14, 15, 17, 19, 22, 23 and 24 of your M-4 Award Agreement, and (c) Sections 7 (relating to Protective Covenants), 11, 12, 13, 15, 17, 19, 20 and 21 of the Class A Share Award Agreement shall each remain in full force and effect as if reprinted herein and you agree to continue to abide in full by those terms. Notwithstanding the foregoing, subject to the terms of this Agreement and provided that you sign and return this Agreement to the Company within twenty-one (21) days after your receipt thereof and the Supplemental Release within twenty-one (21) days after (but not before) the Separation Date, you do not revoke this Agreement in accordance with Paragraph 17 below or the Supplemental Release in accordance with Paragraph 5 of the Supplemental Release, and you comply with this Agreement (including without limitation the provisions of your Share Award Agreements), (x) the post-employment "Restricted Period" as defined in your Share Award Agreements shall be reduced by seven and one-half (7 1/2) months and thus shall continue through and including four and one-half (4 1/2) months following the Separation Date (i.e., through December 31, 2015) and

(y) the post-employment duration of the other covenants in Sections 7(c) and 7(d) of those Share Award Agreements, shall be reduced by three and one-quarter ($3\frac{1}{4}$) months and thus shall continue through and including eight and three-quarters ($8\frac{3}{4}$) months following the Separation Date (i.e., through May 7, 2016). For this purpose, the Separation Date shall be the date of your "Termination of Relationship" within the meaning of the Share Award Agreements. The foregoing duration reductions are among the valid consideration provided to you, to which you are not otherwise entitled, for your execution of this Agreement and the Supplemental Release and are subject to your continued employment through the Separation Date. In the event your employment with the Company terminates prior to the Separation Date for any reason other than an involuntary termination by the Company without Cause (as defined in the Share Award Agreements), the foregoing duration reductions shall not apply.

10. You represent that you (i) are familiar with and have carefully considered the covenants set forth in Section 7 of your Share Award Agreements (together, the Restrictive Covenants"), (ii) are fully aware of your obligations under the Restrictive Covenants, (iii) agree to the reasonableness (including without limitation as to length of time and scope, as applicable) of the Restrictive Covenants and (iv) agree that the Restrictive Covenants are necessary to protect the Company's confidential and proprietary information, good will, stable workforce and customer relations. You further agree and acknowledge that your breach of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. You agree that in the event of any breach or threatened breach of any of the Restrictive Covenants, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement or the Share Award Agreements at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the Restrictive Covenants and/or require you to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of the Restrictive Covenants, if and when final judgment of a court of competent jurisdiction is so entered against you. You further agree that the applicable period of time any Restrictive Covenant is in effect following the Separation Date shall be extended by the same amount of time that you are in breach of any Restrictive Covenant.
11. You, and anyone claiming through you, agree to fully, finally and forever waive, release and discharge the Company and any and all parents, divisions, subsidiaries, partnerships, affiliates and/or other related entities of the Company (whether or not such entities are wholly owned) and each of those entities' past, present, and future owners, trustees, fiduciaries, shareholders, directors, officers, administrators, agents, representatives, members, associates, partners, employees, attorneys, and the predecessors, successors, and assigns of each of them (collectively, the "Released Parties"), from any and all claims, whether known or unknown, which you have or have ever had against any of the Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date of your signing this Agreement including, but not limited to, any and all claims that in any way result from, or relate to, your employment, compensation, other terms and conditions of employment, or termination from employment with the Company or any of the other Released Parties. These released and waived claims include, but are not limited to: (a) all claims for any compensation payments, bonus, severance pay, equity or any other compensation or benefit, (b) all claims arising under the Share Award Agreements, or the Sixth Amended and Restated Shareholders Agreement of Athene Holding Ltd. dated as of April 4, 2014 (the "Shareholders Agreement"), (c) all claims that were or

could have been asserted by you or on your behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and (d) all claims that were or could have been asserted by you or on your behalf under the Age Discrimination in Employment Act (as amended, including by the Older Workers' Benefit Protection Act) and any other federal, state, or local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: the Rehabilitation Act of 1973 (including Section 504 thereof), the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Fair Credit Reporting Act, and the Genetic Information Non-Discrimination Act. Notwithstanding the foregoing, the releases and waivers in this Paragraph 11 shall not apply to any claim that by law is non-waivable, such as claims for unemployment or workers' compensation benefits.

12. You represent and warrant that you have not filed or initiated any legal or other proceedings against any of the Released Parties, that no such proceedings have been initiated against any of the Released Parties on your behalf, that you are the sole owner of the claims that are released in Paragraph 11 above, that none of those claims has been transferred or assigned or caused to be transferred or assigned to any other person, firm or other legal entity, and that you have the full right and power to grant, execute, and deliver the releases, undertakings and agreements contained in this Agreement.
13. Except as otherwise expressly provided in this Agreement, you acknowledge and agree that you are not entitled to and will not receive any other compensation, payments, benefits or recovery of any kind from the Company or the other Released Parties, including without limitation, any payment under the Company's annual cash incentive bonus plan for fiscal year 2014 or 2015, any other bonus, any severance, equity or other payments, or any amounts under the Share Award Agreements. In the event of any further proceedings whatsoever based upon any claim released in this Agreement, you hereby waive, and agree that you will not have and the Released Parties will not be liable for, any further monetary or other recovery of any kind arising out of or related to any such matter, including without limitation any costs, expenses and attorneys' fees incurred by you or on your behalf.
14. You acknowledge and agree that the existence and terms of this Agreement are confidential and that you will not disclose the terms or existence of this Agreement to anyone other than to your attorney, accountant, and immediate family, whom you shall ensure will comply with the terms of this confidentiality provision, in each case except as otherwise required by law; provided, however, that notwithstanding anything in this Paragraph 14 to the contrary, you may disclose to a potential employer the fact that you are subject to the Restrictive Covenants, but may not disclose the terms of the Restrictive Covenants to such potential employer without the prior written consent (which may include email) of an authorized representative of the Company.

15. You agree to refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Company or any of the other Released Parties, provided that nothing herein shall prohibit you from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. The Company agrees to direct its executive officers to refrain from all conduct, verbal or otherwise, that disparages or damages your reputation, goodwill, or standing in the community, provided that nothing herein shall prohibit any such executive officer or the Company from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. You shall direct all third parties inquiring or reasonably likely to seek a reference verification about your employment with the Company to Kristi Burma, Senior Vice President, Human Resources or John Golden, EVP, Legal (or their respective successors), Athene USA Corporation, 7700 Mills Civic Parkway, West Des Moines, IA 50266.
16. For a period of three (3) years following the Separation Date, you agree to cooperate fully with the Company and the other Released Parties in any administrative, investigative, litigation or other legal or financial statement matter(s) that may arise or have arisen involving the Company or any of the other Released Parties and which in any way relate to or involve your employment with the Company, provided that any such cooperation shall not unreasonably interfere with your then current employment or business activities. Your obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as the Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and delivering to the Company and any of the other Released Parties any truthful papers reasonably requested by any of them. You shall be reimbursed for reasonable out-of-pocket expenses that you incur in rendering cooperation requested by the Company after the Separation Date pursuant to this Paragraph 16 subject in each case to your provision to the Company of reasonable documentation of all such activities, time and amounts within fourteen (14) days after incurring such expenses or rendering such cooperation, as applicable. You shall be solely responsible for any and all federal, state, local and other taxes payable with respect to any and all such reimbursement payment.
17. YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND THE TERMS AND EFFECT OF THIS AGREEMENT; (ii) YOU RELEASE AND WAIVE CLAIMS UNDER THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH YOU ALREADY ARE ENTITLED; (iii) YOU HEREBY ARE AND HAVE BEEN ADVISED TO HAVE YOUR ATTORNEY REVIEW THIS AGREEMENT (AT YOUR COST) BEFORE SIGNING IT; (iv) YOU HAVE TWENTY-ONE (21) DAYS IN WHICH TO CONSIDER WHETHER TO EXECUTE THIS AGREEMENT; AND (v) WITHIN SEVEN (7) DAYS AFTER THE DATE ON WHICH YOU SIGN THIS AGREEMENT, YOU MAY, AT YOUR SOLE OPTION, REVOKE THE AGREEMENT UPON WRITTEN NOTICE TO KRISTI BURMA, SENIOR VICE PRESIDENT, HUMAN RESOURCES, ATHENE USA CORPORATION, 7700 MILLS CIVIC PARKWAY, WEST DES MOINES, IA 50266, AND THE AGREEMENT WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT ANY REVOCATION BY YOU. IF YOU REVOKE THIS AGREEMENT, IT SHALL BE NULL AND VOID.
18. You expressly acknowledge and agree that (a) the payments set forth in Paragraph 2 of this Agreement and (b) the modifications to the duration of certain Restrictive Covenants as set forth in Paragraph 9 of this Agreement are expressly contingent upon (i) your signing this Agreement within 21 days after your original receipt thereof, (ii) your signing the Supplemental Release attached to this Agreement no earlier than, and within 21 days after, the Separation Date, (iii) your

returning the signed Agreement and the signed Supplemental Release to Kristi Burma, Senior Vice President, Human Resources, Athene USA Corporation, 7700 Mills Civic Parkway, West Des Moines, IA 50266, (iv) the revocation periods set forth in Paragraph 17 above and in Paragraph 5 of the Supplemental Release expiring without you having revoked this Agreement or the Supplemental Release, and (v) your compliance with this Agreement (including without limitation the provisions of the Share Award Agreements referenced in Paragraph 9 above).

19. Nothing in this Agreement is intended to or shall be construed as an admission by the Company or any of the other Released Parties that any of them violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to you or otherwise. The Company and the other Released Parties expressly deny any such illegal or wrongful conduct.
20. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served personally on the party for whom intended or deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail to your address above, if the notice is to you, or if the notice is to the Company, to John Golden, EVP Legal (or his successor), Athene USA Corporation, 7700 Mills Civic Parkway, West Des Moines, IA 50266, or to such other address as either party may designate in writing thereafter.
21. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to its choice of law rules.
22. The parties agree that in the event any of the provisions in this Agreement (including without limitation the Share Award Agreements) are found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable (including without limitation as to scope, duration, area or otherwise), it is the purpose and intent of the parties that any such provisions be deemed modified or limited to the maximum extent permitted under applicable law so that, as modified or limited, such provisions may be enforced to the fullest extent possible. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law (after any appropriate modification or limitation pursuant to the preceding sentence), such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
23. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed consistently with such intent. Payments provided herein are intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1 (b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1 (b)(4). Each payment and benefit hereunder shall constitute a "separately identified" amount within the meaning of Treasury regulation §1.409A-2(b)(2). In the event the terms of this Agreement would subject you to taxes or penalties under Section 409A of the Code ("409A Penalties"), or if it is determined that any provision of this Agreement is not in compliance with Section 409A of the Code, the parties agree to cooperate to modify the applicable provision(s) to avoid such 409A Penalties and bring this Agreement into compliance if capable of correction and without significant economic consequence to either party, provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any

amounts payable under this Agreement. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. Any reimbursement shall be made no later than the last day of the calendar year following the calendar year in which the expenses to be reimbursed were incurred. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

If you understand and agree with the foregoing terms and conditions, please sign one original of this Agreement and return it to me. You may retain the other original for your file.

Very truly yours,

/s/ Kristi Kaye Burma

Kristi Kaye Burma
SVP Human Resources
Athene Holding Ltd.

I have read, understand, and voluntarily agree to be bound by each of the terms contained in this Agreement.

/s/ Brenda J. Cushing

Brenda Cushing

5-20-15

Date

SUPPLEMENTAL RELEASE

Athene Annuity and Life Company and its affiliates (including without limitation Athene Holding Ltd.) (collectively, the "Company") and Brenda Cushing (the "Employee") hereby enter into this Supplemental Release ("Release") in accordance with the Separation Agreement and General Release between the Company and the Employee dated as of May 4, 2015 (the "Agreement"). Capitalized terms not expressly defined in this Release shall have the meanings set forth in the Agreement:

1. The Employee understands and agrees that the Employee's execution of this Release within 21 days after (but not before) the Separation Date, without revocation thereof as provided herein, is among the conditions precedent to the Company's obligation to provide any of the payments or benefits set forth in Paragraph 2 or 9 of the Agreement. The Company will provide such payments or benefits in accordance with the terms of the Agreement once the conditions set forth therein and in this Release have been met.

2. The term "Released Parties" as used in this Release includes the Company and any and all parents, divisions, subsidiaries, partnerships, affiliates and/or other related entities of the Company (whether or not such entities are wholly owned) and each of those entities' past, present, and future owners, trustees, fiduciaries, shareholders, directors, officers, administrators, agents, representatives, members, associates, partners, employees, attorneys, and the predecessors, successors, and assigns of each of them.

3. The Employee, and anyone claiming through the Employee or on the Employee's behalf, hereby agrees to fully, finally and forever waive, release and discharge the Released Parties from any and all claims, whether known or unknown, which the Employee has or has ever had against any of the Released Parties arising from or related to any act, omission, or thing occurring at any time prior to or on the date the Employee signs this Release including, but not limited to, any and all claims that in any way result from, or relate to, the Employee's employment, compensation, other terms and conditions of employment, or termination from employment with the Company or any of the other Released Parties. These released claims include, but are not limited to, (a) all claims for any compensation payments, bonus, severance pay, equity or any other compensation or benefit, (b) all claims arising under the Share Award Agreements, or the Shareholders Agreement, (c) all claims that were or could have been asserted by the Employee or on the Employee's behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and (d) all claims that were or could have been asserted by the Employee or on the Employee's behalf under the Age Discrimination in Employment Act (as amended, including the Older Workers' Benefit Protection Act) and any other federal, state, or local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended, from time to time: the Rehabilitation Act of 1973 (including Section 504 thereof), Civil Rights Act of 1866, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Fair Credit Reporting Act and the Genetic Information Non-Discrimination Act. Notwithstanding the foregoing, this Release shall not apply to any claim that by law is non-waivable.

4. The Employee confirms that the Employee has not filed any legal or other proceeding(s) against any of the Released Parties, is the sole owner of and has not transferred the claims released herein, and has the full right to grant the releases and agreements in this Release. In the event of any further proceedings based upon any released matter, none of the Released Parties shall have any further monetary or other obligation of any kind to the Employee.

5. THE EMPLOYEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT: (a) THE EMPLOYEE HAS READ AND UNDERSTANDS THE TERMS AND EFFECT OF THIS RELEASE; (b) THE EMPLOYEE RELEASES AND WAIVES CLAIMS UNDER THIS RELEASE KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH THE EMPLOYEE ALREADY IS ENTITLED; (c) THE EMPLOYEE HEREBY IS AND HAS BEEN ADVISED TO HAVE THE EMPLOYEE'S ATTORNEY REVIEW THIS RELEASE (AT THE EMPLOYEE'S COST) BEFORE SIGNING IT; (d) THE EMPLOYEE HAS TWENTY-ONE (21) DAYS IN WHICH TO CONSIDER WHETHER TO EXECUTE THIS RELEASE; AND (e) WITHIN SEVEN (7) DAYS AFTER THE DATE ON WHICH THE EMPLOYEE SIGNS THIS RELEASE, THE EMPLOYEE MAY, AT THE EMPLOYEE'S SOLE OPTION, REVOKE THE RELEASE UPON WRITTEN NOTICE TO KRISTI BURMA, SENIOR VICE PRESIDENT, HUMAN RESOURCES, ATHENE USA CORPORATION, 7700 MILLS CIVIC PARKWAY, WEST DES MOINES, IA 50266, AND THE RELEASE WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT ANY REVOCATION BY THE EMPLOYEE. IF THE EMPLOYEE REVOKES THIS RELEASE, IT SHALL BE NULL AND VOID, AND THE EMPLOYEE WILL NOT RECEIVE THE PAYMENTS OR BENEFITS UNDER THE AGREEMENT.

6. Except as required by law, the Employee will not disclose the existence or terms of this Release to anyone except the Employee's attorney, accountant, and immediate family, whom the Employee shall ensure will comply with the terms of this confidentiality provision. Nothing in this Release is intended to or shall be construed as an admission by any of the Released Parties that any of them violated any law, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to the Employee or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct. This Release, the Agreement and any other agreements specified in Paragraph 9 of the Agreement are the entire agreement of the parties regarding the matters described in such agreements and supersede any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding such matters. This Release is governed by New York law, may be signed in counterparts, and may be modified only by a writing signed by all parties.

THE PARTIES STATE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND KNOWINGLY AND VOLUNTARILY INTEND TO BE BOUND THERETO:

BRENDA CUSHING

/s/ Brenda J. Cushing

Date: 5-20-15

ATHENE HOLDING LTD.

By: /s/ Kristi Kaye Burma

Title: SVP Human Resources

Date: 5/20/15



June 21, 2016

Steve Cernich
508 Tiffany Lane
Louisville, KY 40207

Re: Separation Agreement and General Release

Dear Steve:

This letter confirms the terms in connection with your separation of employment from Athene Annuity and Life Company and its affiliates (including without limitation Athene Holding Ltd. (“Holding”) and Athene Asset Management, L.P. (“AAM”)) (collectively, the “Company”). The Company and you agree that this letter agreement (this “Agreement”), together with the Repurchase Agreement dated June 21, 2016 (“Repurchase Agreement”) and the restrictive covenant provisions (together, the “Restrictive Covenants”) of your Share Agreements (each, as defined below), represents the full and complete agreement concerning your termination of employment with the Company.

In consideration of the mutual promises and agreements contained in this Agreement, the adequacy and receipt of which each party expressly acknowledges, you and the Company agree as follows:

1. You acknowledge and agree that your employment with the Company will terminate on June 30, 2016 (the “Separation Date”) and that such termination will not constitute a “Qualifying Termination” for purposes of the applicable Share Agreements (as hereinafter defined). You acknowledge and agree that you will cease to hold any and all officer and director positions that you held with the Company as of such date. You acknowledge and agree that you have no present or future right to employment with the Company or any of the other Released Parties (as defined below).
2. Subject to the terms of this Agreement and provided that you sign and return this Agreement to the Company within twenty-one (21) days after your receipt thereof, you sign and return to the Company the Supplemental Release attached to this Agreement (the “Supplemental Release”) within 21 days after (but not before) the Separation Date, and do not revoke this Agreement or the Supplemental Release in accordance with, respectively, Paragraph 14 below or Paragraph 5 of the Supplemental Release, and you comply with this Agreement (including without limitation the provisions of your Share Agreements (defined in Paragraph 3 below), the Company will pay you a gross amount equal to \$512,500.00, which represents a pro rata portion of the 2016 bonus that you could have received had you remained employed with the Company through the date on which 2016 bonuses are paid. This amount (less any required withholdings) shall be paid to you in a lump sum pursuant to the Company’s standard payroll schedule within 60 days following your Separation Date.

Your coverage under the Company’s group health plan(s) will end as of June 30, 2016. You may continue your group health insurance coverage thereafter as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”). You will receive information about continuing your health coverage under COBRA separately following your Separation Date.

You hereby acknowledge and agree that upon payment by AAM of a gross amount equal to \$20,060 (the “AAM Payment”), AAM shall have satisfied any and all obligations it may owe to

you, if any, including without limitation, in respect of any interests you may have in AAM, and you will forfeit any limited partnership or other interests you may have in AAM and will not be entitled to any further payments, benefits, or distributions with respect to any such interests or other interests, shares or equity of AAM or its affiliates. You further acknowledge and agree that, except as may otherwise be specifically provided in this Paragraph 2, you hold no shares or other equity of AAM or any of its affiliates, and you agree that you have no right to purchase or acquire any interests, shares or other equity of AAM or any of its affiliates now or in the future. AAM agrees to pay you the AAM Payment in a lump sum within 30 days following your Separation Date.

3. You acknowledge that you were granted and/or purchased:

- 568,765 Class M-1 common shares pursuant to two (2) Amended and Restated Restricted Share Award Agreements between you and Athene Holding Ltd. (“Holding”) each dated as of December 13, 2014 (together, the “M-1 Award Agreements”), of which an aggregate 298,222.26 Class M-1 common shares will be vested, and the remaining 270,542.74 Class M-1 common shares will be unvested, as of your Separation Date;
- 269,123.44 Class M-2 common shares pursuant to the Amended and Restated Restricted Share Award Agreement between you and Holding dated as of December 13, 2014 (the “M-2 Award Agreement”), of which 107,649.38 Class M-2 common shares will be vested, and the remaining 161,474.06 Class M-2 common shares will be unvested, as of your Separation Date;
- 320,000 Class M-3 common shares pursuant to the Amended and Restated Restricted Share Award Agreement between you and Holding dated as of December 13, 2014 (the “M-3 Award Agreement”), of which 96,000 Class M-3 common shares will be vested, and the remaining 224,000 Class M-3 common shares will be unvested, as of your Separation Date;
- 200,000 Class M-4 common shares pursuant to the Restricted Share Award Agreement between you and Holding dated as of February 23, 2015 (the “M-4 Award Agreement”), of which 40,000 Class M-4 common shares will be vested, and the remaining 160,000 Class M-4 common shares will be unvested, as of your Separation Date;
- 39,110.92 Class A common shares pursuant to two (2) Restricted Share Award Agreements between you and Holding dated as of April 28, 2015 and February 19, 2016, respectively (the “Bonus Class A Award Agreements”), of which an aggregate 9,270.68 Class A shares will be vested and the remaining 29,840.24 Class A common shares will be unvested, as of your Separation Date;
- 212,500 Class A common shares pursuant to the Amended and Restated Class A Share Award Agreement between you and Holding dated as of December 13, 2014 (the “Discounted Class A Award Agreement”), all of which will be vested as of your Separation Date; and
- 37,500 Class A common shares pursuant to the Subscription Agreement by and among Holding and the various Investors listed in the Annex thereto dated as of July 15, 2009 (the “Subscription Agreement”), all of which will be vested as of your Separation Date.

The M-1 Award Agreements, the M-2 Award Agreement, the M-3 Award Agreement, the M-4 Award Agreement, the Bonus Class A Award Agreements, the Discounted Class A Award Agreement and the Subscription Agreement shall be referred to collectively herein as the “Share Agreements”.

You acknowledge and agree that, pursuant to the terms of the Share Agreements, all 845,857.04 of your unvested shares (as described in this Paragraph 3) shall be forfeited as of your Separation Date and the Company will pay you \$413.84 with respect to all such forfeited shares. You further acknowledge and agree that the Company has the right to repurchase all 801,142.32 of your vested shares (as described in this Paragraph 3) pursuant to the provisions of the Share Agreements and Sixth Amended and Restated Shareholders Agreement of Athene Holding Ltd. dated as of April 4, 2014 (the "Shareholders Agreement"). You further acknowledge and agree that, as approved by the Board of Directors of Holding, you will enter into a share Repurchase Agreement substantially in the form attached hereto pursuant to which you will transfer all of your right, title and interest in your 801,142.32 vested shares to the Company, effective as of the Separation Date, in exchange for a per share repurchase price equal to the Fair Market Value (as defined in the Share Agreements) of a Class A common share as of June 30, 2016 which shall be paid to you in accordance with the terms of the share Repurchase Agreement.

You acknowledge that, except as otherwise specifically provided in this Paragraph 3 above, you hold no shares or other equity of Holding or any of its affiliates, and you agree that you have no right to purchase or acquire any shares or other equity of Holding or any of its affiliates now or in the future.

4. The Company acknowledges and agrees that you are vested in your accrued benefits under the Athene Supplemental Executive Retirement Plan ("SERP") and that you will be paid your SERP benefits and any other vested accrued benefits to which you are entitled under the Company's benefits and compensation plans in accordance with the respective terms thereof.
5. All payments made and benefits provided to you shall be subject to customary withholding and other taxes as required by applicable federal, state and local law. Notwithstanding anything contained herein to the contrary, you agree that you, and not the Company, are responsible for any and all taxes payable by you.
6. You agree to return to the Company no later than 15 days following your Separation Date all of its property in your possession, custody or control including, but not limited to, all memoranda, notes, plans, records, reports, software and data, files (written and electronic), tapes, manuals, personnel information, employee lists, brochures, catalogs, price lists, cost information, financial records, customer lists and all copies thereof, cell phones, computers, information storage devices (including without limitation external hard drives and thumb drives), keys, credit cards and other equipment.
7. You represent that you (i) are familiar with and have carefully considered the Restrictive Covenants, (ii) are fully aware of your obligations under the Restrictive Covenants, (iii) agree to the reasonableness (including without limitation as to length of time and scope, as applicable) of the Restrictive Covenants and (iv) agree that the Restrictive Covenants are necessary to protect the Company's confidential and proprietary information, good will, stable workforce and customer relations. You further agree and acknowledge that your breach of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. You agree that in the event of any breach or threatened breach of any of the Restrictive Covenants, the Company shall be entitled, in addition

to and without limitation upon all other remedies the Company may have under this Agreement, the Supplemental Release or the Share Agreements at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the Restrictive Covenants and/or require you to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of the Restrictive Covenants, if and when final judgment of a court of competent jurisdiction is so entered against you. You further agree that the applicable period of time any Restrictive Covenant is in effect following your Separation Date, as determined pursuant to Section 7 of the Share Agreements, as applicable, shall be extended by the same amount of time that you are in breach of any Restrictive Covenant.

8. In consideration for the compensation and benefits provided hereunder and conditioned upon the Company satisfying its obligations hereunder, you, and anyone claiming through you, agree to fully, finally and forever waive, release and discharge the Company, AAM and any and all of their parents, divisions, subsidiaries, partnerships, affiliates and/or other related entities (whether or not such entities are wholly owned) and each of those entities' past, present, and future owners, trustees, fiduciaries, shareholders, directors, officers, administrators, agents, representatives, members, associates, partners, employees, attorneys, and the predecessors, successors, and assigns of each of them (collectively, the "Released Parties"), from any and all claims, whether known or unknown, which you have or have ever had against any of the Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date of your signing this Agreement including, but not limited to, any and all claims that in any way result from, or relate to, your employment, compensation, other terms and conditions of employment, or termination from employment with the Company or any of the other Released Parties. These released and waived claims include (except as provided in this Agreement), but are not limited to: (a) all claims for any compensation payments, bonus, severance pay, equity or any other compensation or benefit, (b) all claims arising under the Share Agreements, the Shareholders Agreement or the Second Amended and Restated Agreement of Exempted Limited Partnership of Athene Asset Management, L.P. dated as of July 21, 2014, (c) all claims that were or could have been asserted by you or on your behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and (d) all claims that were or could have been asserted by you or on your behalf under the Age Discrimination in Employment Act (as amended, including by the Older Workers' Benefit Protection Act) and any other federal, state, or local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: the Rehabilitation Act of 1973 (including Section 504 thereof), the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Fair Credit Reporting Act, and the Genetic Information Non-Discrimination Act. You agree also to waive the provisions of section 1542 of the California Civil Code, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding the foregoing, the releases and waivers in this Paragraph 8 shall not apply to any claim that by law is non-waivable, such as claims for unemployment or workers' compensation benefits. In consideration of your release of the Company and the other Released Parties, the Company hereby releases you from any and all claims which it has or ever had against you arising from or related to any act, omission or thing occurring or existing at any time prior to the date that the Company signs this Agreement including, but not limited to, any and all claims that in any way result from, or relate to, your employment, compensation other terms and conditions of employment, or termination from employment with the Company or any of the Released Parties, provided, however, that the Company is not releasing you from or with respect to, and the foregoing release by the Company does not include, any claims arising out of any criminal, fraudulent, intentionally wrongful or reckless conduct by you.

9. You represent and warrant that you have not filed or initiated any legal or other proceedings against any of the Released Parties, that no such proceedings have been initiated against any of the Released Parties on your behalf, that you are the sole owner of the claims that are released in Paragraph 8 above, that none of those claims has been transferred or assigned or caused to be transferred or assigned to any other person, firm or other legal entity, and that you have the full right and power to grant, execute, and deliver the releases, undertakings and agreements contained in this Agreement.
10. Except as otherwise expressly provided in this Agreement, you acknowledge and agree that you are not entitled to and will not receive any other compensation, payments, benefits or recovery of any kind from the Company or the other Released Parties. In the event of any further proceedings whatsoever based upon any claim released in this Agreement, you hereby waive, and agree that you will not have and the Released Parties will not be liable to you for, any further monetary or other recovery of any kind arising out of or related to any such matter, including without limitation any costs, expenses and attorneys' fees incurred by you or on your behalf.
11. You acknowledge and agree that the existence and terms of this Agreement are confidential and that you will not disclose the terms or existence of this Agreement to anyone other than to your attorney, accountant, and immediate family, whom you shall ensure will comply with the terms of this confidentiality provision, in each case except as otherwise required by law; provided, however, that notwithstanding anything in this Paragraph 11 to the contrary, you may disclose the fact that you are subject to the Restrictive Covenants and the terms of the Restrictive Covenants.
12. You agree to refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Company or any of the other Released Parties, provided that nothing herein shall prohibit you from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. The Company agrees its executive officers will refrain from all conduct, verbal or otherwise, that disparages or damages your reputation, goodwill, or standing in the community, provided that nothing herein shall prohibit any such executive officer from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. You shall direct all third parties inquiring or reasonably likely to seek a reference verification about your employment with the Company to Kristi Kaye Burma, SVP, Human Resources or John Golden, EVP, Legal (or their respective successors), Athene USA Corporation, 7700 Mills Civic Parkway, West Des Moines, IA 50266. You agree that,

should you seek personal references from any then current Company employee, you shall notify the Company of your intent to do so along with the names of such individuals. You acknowledge and agree that any personal reference provided by a current employee of the Company (i) shall be entirely voluntarily on behalf of such individual and shall not be considered to have been given in the individual's capacity as a Company employee, (ii) shall be considered as having been given outside the scope of such individual's duties and responsibilities as an employee of the Company and (iii) shall not be deemed as having been given or endorsed by the Company.

13. For a period of three (3) years following the Separation Date, you agree to cooperate fully with the Company and the other Released Parties in any administrative, investigative, litigation or other legal or financial statement matter(s) that may arise or have arisen involving the Company or any of the other Released Parties and which relate to or involve your employment with the Company, provided that any such cooperation shall not unreasonably interfere with your then current employment or business activities and such cooperation shall be limited to providing factual information on matters on which you were personally involved. Your obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as the Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and delivering to the Company and any of the other Released Parties any truthful papers reasonably requested by any of them. You shall be reimbursed for reasonable out-of-pocket expenses (including reasonable legal fees, travel and hotel accommodations) that you incur in rendering cooperation requested by the Company after the Separation Date pursuant to this Paragraph 13 subject in each case to your provision to the Company of reasonable documentation of all such activities, time and amounts within fourteen (14) days after incurring such expenses or rendering such cooperation, as applicable. You shall be solely responsible for any and all federal, state, local and other taxes payable with respect to any and all such cooperation payments.
14. YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND THE TERMS AND EFFECT OF THIS AGREEMENT; (ii) YOU RELEASE AND WAIVE CLAIMS UNDER THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH YOU ALREADY ARE ENTITLED; (iii) YOU HEREBY ARE AND HAVE BEEN ADVISED TO HAVE YOUR ATTORNEY REVIEW THIS AGREEMENT (AT YOUR COST) BEFORE SIGNING IT; (iv) YOU HAVE TWENTY-ONE (21) DAYS IN WHICH TO CONSIDER WHETHER TO EXECUTE THIS AGREEMENT; AND (v) WITHIN SEVEN (7) DAYS AFTER THE DATE ON WHICH YOU SIGN THIS AGREEMENT, YOU MAY, AT YOUR SOLE OPTION, REVOKE THE AGREEMENT UPON WRITTEN NOTICE TO KRISTI KAYE BURMA, SENIOR VICE PRESIDENT, HUMAN RESOURCES, ATHENE USA CORPORATION, 7700 MILLS CIVIC PARKWAY, WEST DES MOINES, IA 50266, AND THE AGREEMENT WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT ANY REVOCATION BY YOU. IF YOU REVOKE THIS AGREEMENT, IT SHALL BE NULL AND VOID.
15. You expressly acknowledge and agree that the payment set forth in Paragraph 2 of this Agreement is expressly contingent upon (i) your signing this Agreement within 21 days after your original receipt thereof, (ii) your signing the Supplemental Release attached to this Agreement no earlier than the Separation Date, (iii) your returning the signed Agreement and the signed Supplemental Release to Kristi Kaye Burma, Senior Vice President, Human Resources, Athene Holding, 7700 Mills Civic Parkway, West Des Moines, IA 50266 within the time periods

- provided, (iii) the revocation period set forth in Paragraph 14 above and the Supplemental Release expiring without you having revoked this Agreement or the Supplemental Release, and (iv) your compliance with this Agreement (including without limitation the Restrictive Covenant provisions of the Share Agreements referenced in Paragraph 3 above).
16. Nothing in this Agreement is intended to or shall be construed as an admission by the Company or any of the other Released Parties that any of them violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to you or otherwise. The Company and the other Released Parties expressly deny any such illegal or wrongful conduct.
 17. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served personally on the party for whom intended or deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail to your address above, if the notice is to you, or if the notice is to the Company, to John Golden (or his successor), Athene USA Corporation, 7700 Mills Civic Parkway, West Des Moines, IA 50266, or to such other address as either party may designate in writing thereafter.
 18. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to its choice of law rules.
 19. The parties agree that in the event any of the provisions in this Agreement (including without limitation the Share Agreements) are found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable (including without limitation as to scope, duration, area or otherwise), it is the purpose and intent of the parties that any such provisions be deemed modified or limited to the maximum extent permitted under applicable law so that, as modified or limited, such provisions may be enforced to the fullest extent possible. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law (after any appropriate modification or limitation pursuant to the preceding sentence), such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
 20. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed consistently with such intent. Payments provided herein are intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation § 1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation § 1.409A-1(b)(4). Each payment and benefit hereunder shall constitute a "separately identified" amount within the meaning of Treasury regulation § 1.409A-2(b)(2). In the event the terms of this Agreement would subject you to taxes or penalties under Section 409A of the Code ("409A Penalties"), the Company and you shall cooperate diligently to amend the terms of this Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. Any reimbursement shall be made no later than the last day of the calendar year following the calendar year in which the expenses to be reimbursed were incurred. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

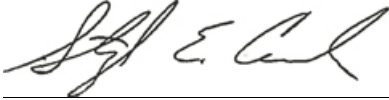
If you understand and agree with the foregoing terms and conditions, please sign one original of this Agreement and return it to Kristi Burma, Senior Vice President, Human Resources, Athene Holding Ltd.

Very truly yours,



James Belardi
Chief Executive Officer
Athene Holding Ltd. and Athene Asset Management, L.P.

I have read, understand, and voluntarily agree to be bound by each of the terms contained in this Agreement.



Steve Cernich

22 June 2016

Date

SUPPLEMENTAL RELEASE

Athene Holding Ltd. and its affiliates (the "Company") and Steve Cernich (the "Employee") hereby enter into this Supplemental Release ("Release") in accordance with the Separation Agreement and General Release between the Company and the Employee dated as of June 21, 2016 (the "Agreement"). Capitalized terms not expressly defined in this Release shall have the meanings set forth in the Agreement:

1. The Employee understands and agrees that the Employee's execution of this Release within 21 days after (but not before) the Separation Date, without revocation thereof as provided therein, is among the conditions precedent to the Company's obligation to provide the payment set forth in Paragraph 2 of the Agreement. The Company will provide such payment in accordance with the terms of the Agreement once the conditions set forth therein and in this Release have been met.

2. The term "Released Parties" as used in this Release includes the Company, Athene Asset Management, L.P. and any and all of their parents, divisions, subsidiaries, partnerships, affiliates and/or other related entities (whether or not such entities are wholly owned) and each of those entities' past, present, and future owners, trustees, fiduciaries, shareholders, directors, officers, administrators, agents, representatives, members, associates, partners, employees, attorneys, and the predecessors, successors, and assigns of each of them.

3. The Employee, and anyone claiming through the Employee or on the Employee's behalf, hereby agrees to fully, finally and forever waive, release and discharge the Released Parties from any and all claims, whether known or unknown, which the Employee has, has ever had, or may ever have against any of the Released Parties arising from or related to any act, omission, or thing occurring at any time prior to or on the date of this Release including, but not limited to, any and all claims that in any way result from, or relate to, the Employee's employment, compensation, other terms and conditions of employment, or termination from employment with the Company or any of the Released Parties. These released claims include, but are not limited to, (a) all claims for any compensation payments, bonus, severance pay, equity or any other compensation or benefit, (b) all claims arising under the Share Agreements (as defined in the Agreement), the Sixth Amended and Restated Shareholders Agreement of Athene Holding Ltd. dated as of April 4, 2014 or the Second Amended and Restated Agreement of Exempted Limited Partnership of Athene Asset Management, L.P. dated as of July 21, 2014, (c) all claims that were or could have been asserted by the Employee or on the Employee's behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and (d) all claims that were or could have been asserted by the Employee or on the Employee's behalf under the Age Discrimination in Employment Act (as amended, including by the Older Workers' Benefit Protection Act) and any other federal, state, or local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: the Rehabilitation Act of 1973 (including Section 504 thereof), the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Fair Credit Reporting Act, and the Genetic Information Non-Discrimination Act. Notwithstanding the foregoing, the releases and waivers in this Paragraph 3 shall not apply to any claim that by law is non-waivable, such as claims for unemployment or workers' compensation benefits, or any payments provided for in the Agreement.

4. The Employee confirms that the Employee has not filed any legal or other proceeding(s) against any of the Released Parties, is the sole owner of and has not transferred the claims released herein, and has the full right to grant the releases and agreements in this Release. In the event of any further proceedings based upon any released matter, none of the Released Parties shall have any further monetary or other obligation of any kind to the Employee.

5. THE EMPLOYEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT: (a) THE EMPLOYEE HAS READ AND UNDERSTANDS THE TERMS AND EFFECT OF THIS RELEASE; (b) THE EMPLOYEE RELEASES AND WAIVES CLAIMS UNDER THIS RELEASE KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH THE EMPLOYEE ALREADY IS ENTITLED; (c) THE EMPLOYEE HEREBY IS AND HAS BEEN ADVISED OF THE EMPLOYEE'S RIGHT TO HAVE THE EMPLOYEE'S ATTORNEY REVIEW THIS RELEASE (AT THE EMPLOYEE'S COST) BEFORE SIGNING IT; (d) THE EMPLOYEE HAS TWENTY-ONE (21) DAYS IN WHICH TO CONSIDER WHETHER TO EXECUTE THIS RELEASE; AND (e) WITHIN SEVEN (7) DAYS AFTER THE DATE ON WHICH THE EMPLOYEE SIGNS THIS RELEASE, THE EMPLOYEE MAY, AT THE EMPLOYEE'S SOLE OPTION, REVOKE THE RELEASE UPON WRITTEN NOTICE TO KRISTI KAYE BURMA, SENIOR VICE PRESIDENT, HUMAN RESOURCES, ATHENE HOLDING, 7700 MILLS CIVIC PARKWAY, WEST DES MOINES, IA 50266, AND THE RELEASE WILL NOT BECOME EFFECTIVE UNTIL THIS SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT ANY REVOCATION BY THE EMPLOYEE. IF THE EMPLOYEE REVOKES THIS RELEASE, IT SHALL BE NULL AND VOID, AND THE EMPLOYEE WILL NOT RECEIVE THE PAYMENT UNDER THE AGREEMENT.

6. Except as required by law, the Employee will not disclose the existence or terms of this Release to anyone except the Employee's attorney, accountant, and immediate family, whom the Employee shall ensure will comply with the terms of this confidentiality provision.). Nothing in this Release is intended to or shall be construed as an admission by any of the Released Parties that any of them violated any law, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to the Employee or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct. This Release, the Agreement and any other agreements specified in Paragraph 3 of the Agreement are the entire agreement of the parties regarding the matters described in such agreements and supersede any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding such matters. This Release is governed by New York law, may be signed in counterparts, and may be modified only by a writing signed by all parties.

THE UNDERSIGNED STATES THAT HE OR SHE HAS READ AND UNDERSTAND THE FOREGOING AND KNOWINGLY AND VOLUNTARILY INTEND TO BE BOUND THERETO:

Signature

Print Name

Date: _____



April 4, 2014

Procific
122 Mary Street, P.O. Box 709
Grand Cayman, KY1-1107
Cayman Islands
Attention: Directors

Ladies and Gentlemen:

As you are aware, Procific, a Cayman Islands company limited by shares ("Procific"), is a significant interest holder in AP Alternative Assets, L.P. ("AAA"), and AAA's investment in Athene Holding Ltd. (the "Company") represents substantially all of AAA's investment assets. As a result, Procific, which currently has significant capital at risk in connection with AAA, indirectly holds a significant interest in the Company. The Company believes that Procific's confidence in the business and management of the Company and its continued involvement as an active and engaged indirect shareholder will be in the best interests of the Company and all of its shareholders and AAA and all of its interest holders. Therefore, after careful consideration, the Company believes that granting Procific the rights as set out in this letter agreement will be the least invasive yet most effective manner in which to benefit the Company and AAA interest holders. The rights granted pursuant to this letter agreement are not transferrable by Procific (other than to certain affiliates) and are not intended to increase the value of Procific's interest in AAA but to enhance the value of the interests of all interest holders in AAA.

Reference is made to the two separate letter agreements, each dated December 4, 2012, by and among the Company, Apollo Global Management, LLC ("AGM") and Procific (the letter agreement that terminates upon the Company's initial public offering, as amended from time to time, the "Pre-IPO Letter Agreement" and the letter agreement that survives the Company's initial public offering, as amended from time to time, the "Post-IPO Letter Agreement"). This letter is sometimes referred to herein as the "2014 Letter Agreement" and each of the prior letter agreements are hereby amended to include such definition of "2014 Letter Agreement."

This letter agreement is being entered into by the Company, AGM, Procific and AHL 2014 Investor, L.P., a Cayman Islands exempted limited partnership of which Procific is the sole limited partner and a subsidiary of AGM is the general partner (the "Procific SPV"), in connection with the Company's offering of additional common shares (the "Private Placement"), which is expected to close on or about April 4, 2014 (the date on which the Private Placement is consummated, the "Offering Closing Date"), and the entry into that certain Subscription Agreement, to be dated on or around the Offering Closing Date, by and between the Company and the Procific SPV, pursuant to

which the Procific SPV will purchase common shares of the Company in the Private Placement (the "Procific Subscription Agreement"). In connection with the consummation of the Private Placement, it is anticipated that the Company will redeem for cash and/or a third party will purchase approximately \$175 million in the aggregate of the Class B common shares of the Company held by Palmetto Athene Holdings (Cayman), L.P. ("Palmetto") at a price per share equal to the price per share of the common shares of the Company to be issued in the Private Placement (the "Palmetto Disposition").

1. Information Rights.

Section 2(b) of the Pre-IPO Letter Agreement is amended and restated its entirety as follows:

"Information Rights. The Company shall deliver financial statements and other reports and information (including management projections and budgets, risk reports, reports of the asset manager, liability reports, cash flow testing, capital ratio results, audit reports and any documents or notices) to Procific (i) at the same time as the Company actually delivers such documents to its shareholders pursuant to the Sixth Amended and Restated Shareholders Agreement, dated on or around the Offering Closing Date, by and among the Company and its shareholders listed on the signature pages thereto or who become a party thereto, substantially in the form attached as Annex 1 to the 2014 Letter Agreement (the "Shareholders Agreement") and/or Sections B2 and B3 of each of the letter agreements, dated as of on or around the Offering Closing Date, between the Company, on the one hand, and each of Stanhope Life, L.P. and Stanhope Life II, L.P., Palmetto, and AAA Guarantor – Athene L.P. and Apollo Life Re Ltd., on the other hand, in each case substantially in the forms attached as Annex 2 to the 2014 Letter Agreement (the "Other Sideletters"), or (ii) if Section 3.8 of the Shareholders Agreement and/or Section B2 and B3 of the Other Sideletters are no longer in effect, the Company shall deliver such documents in accordance with the procedures set forth in such Section 3.8 of the Shareholders Agreement or Sections B2 and B3 of the Other Sideletters as in effect immediately following the closing of the Private Placement."

2. Consents.

Reference is hereby made to (i) the Shareholders Agreement, (ii) the Other Sideletters, (iii) the Third Amended and Restated Registration Rights Agreement, to be dated on or around the Offering Closing Date, by and among the Company and its shareholders listed on the signature pages thereto or who become a party thereto, substantially in the form attached as Annex 3 hereto (the "Registration Rights Agreement"), and (iv) the Second Amendment (the "AAA LPA Amendment") and together with the Shareholders Agreement and Registration Rights Agreement, the "Transaction Documents"), to be dated on or around the Offering Closing Date, to the First Amended and Restated Limited Partnership Agreement of AAA, dated as of December 3, 2010 (as amended, the "AAA LPA"), substantially in the form attached as Annex 4 hereto, each of which is being executed in connection with and/or to facilitate the Private Placement.

Procific hereby consents and agrees to (including for purposes of Sections 1 and 5 of the Post-IPO Letter Agreement) the amendment of each of the Transaction Documents substantially in the form attached hereto; provided, that any changes or modifications to the forms of the Transaction Documents attached hereto as Annexes 1-4 prior to their adoption shall require the consent of Procific if such change or modification is directly or indirectly adverse to Procific; provided, further, that in the event that such change or modification is directly or indirectly adverse to Procific, upon the request of the Company, the parties hereto agree to negotiate one or more additional changes or modifications thereto in good faith such that the result is that all such changes and modifications, in the aggregate, are not directly or indirectly adverse to Procific.

AGM and the Company agree that (i) following the adoption of the AAA LPA Amendment in connection with the Private Placement, Sections 16A and 16B of the AAA LPA shall not be amended in a manner directly or indirectly adverse to Procific, without Procific's consent, and (ii) following the adoption of the Shareholders Agreement in connection with the Private Placement, Sections 3.4 and 3.8 of the Shareholders Agreement shall not be amended in a manner directly or indirectly adverse to Procific, without Procific's consent; provided, in each case, that in the event that such amendment is directly or indirectly adverse to Procific, upon the request of the Company, the parties hereto agree to negotiate in good faith one or more additional changes or modifications thereto such that the result is that all such changes and modifications, in the aggregate, are not directly or indirectly adverse to Procific. Additionally, the Company agrees that following the adoption of the Registration Rights Agreement in connection with the Private Placement, the Registration Rights Agreement shall not be amended without the prior written consent of Procific.

In addition, Procific hereby (i) consents and agrees to (including for purposes of Section 4 of the Pre-IPO Letter Agreement and Section 5 of this letter agreement) the Palmetto Disposition and (ii) waives any right that Procific may have in connection with the Private Placement with respect to a redemption and/or purchase for cash by the Company or a third party of the shares of the Company held, directly or indirectly, by Procific at a price per share equal to the price per share of the common shares of the Company to be issued in the Private Placement.

3. Athene IPO Registration.

The Company shall use its best efforts to effect, on or prior to November 30, 2015, the consummation of the sale by one or more persons in an underwritten public offering of common equity of the Company that (A) is led by a nationally recognized financial institution reasonably acceptable to the Board of Directors of the Company, (B) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act of 1933, as amended (or applicable UK securities law), and (C) following which such publicly-offered common equity is listed on the New York Stock Exchange, the NASDAQ Stock Market or the London Stock Exchange's Main Market.

4. “Drag-Neutralizing” Mechanism.

(a) All capitalized terms used in this Section 4 but not defined in this letter agreement shall have the meanings ascribed to them in the Registration Rights Agreement.

(b) In the event that the Company exercises its right pursuant to Section 4 of the Registration Rights Agreement to cause one or more AAA Entities to include in the IPO or any Follow-On Offering any Investor Shares held by the AAA Group (any such Investor Shares being “AAA Subject Shares”), then in connection with such IPO or Follow-On Offering, the Company will, subject to Section 2 of the Post-IPO Letter Agreement, (i) offer Procific (or the Procific SPV) the opportunity to purchase (at the market offering price) common shares of the Company in an amount up to the Maximum Dollar Amount (as defined below) and (ii) cause the underwriter(s) for such IPO or Follow-On Offering to waive any underwriter discount or other compensation payable to the underwriters on a number of AAA Subject Shares equal to the number of common shares of the Company that Procific (or the Procific SPV) actually purchases pursuant to this Section 4(b). As used herein, the “Maximum Dollar Amount” shall, with respect to the IPO or particular Follow-On Offering, equal (x) the gross proceeds received by the AAA Group from the sale of AAA Subject Shares less any portion of such proceeds that AAA intends to use to satisfy its obligations and expenses, including the payment of carried interest, multiplied by (y) the number of units Procific holds in AAA at the time divided by the total number of outstanding units in AAA at the time.

(c) In the event that the Company exercises its right pursuant to Section 4 of the Registration Rights Agreement to cause Procific (or the Procific SPV) to include in the IPO or any Follow-On Offering any Investor Shares held by Procific (or the Procific SPV) (any such Investor Shares being “Procific Subject Shares”), then in connection with such IPO or Follow-On Offering the Company will, subject to Section 2 of the Post-IPO Letter Agreement, (i) offer Procific (or the Procific SPV) the opportunity to purchase (at the market offering price) common shares of the Company in an amount up to the gross proceeds received by Procific (or the Procific SPV) from the sale of such Procific Subject Shares and (ii) cause the underwriter(s) for such IPO or Follow-On Offering to waive any underwriter discount or other compensation payable to the underwriters on a number of Procific Subject Shares equal to the number of common shares of the Company that Procific (or the Procific SPV) actually purchases pursuant to this Section 4(c).

(d) In the event that Procific (or the Procific SPV) purchases common shares of the Company in the IPO or any Follow-On Offering pursuant to this Section 4, with respect to the waiver of any underwriter discount or other compensation payable to the underwriters in such IPO or Follow-On Offering, such waiver shall apply first to the Procific Subject Shares sold in the IPO or such Follow-On Offering, as applicable, and only thereafter to the AAA Subject Shares sold in the IPO or such Follow-On Offering, as applicable.

(e) Notwithstanding anything in this Section 4 to the contrary, in the event that (i) the Company seeks a waiver or extension from Procific of the Company’s obligation to use its best efforts to effect, on or prior to November 30, 2015, the consummation of an initial public offering, including the Company’s obligation pursuant to Section 3 hereof, (ii) the Company receives such a waiver or extension from the counterparties to the Other Sideletters and (iii) Procific refuses to grant such a waiver or extension on the same terms as the counterparties to the Other Sideletters, then Procific shall not be entitled to exercise its rights under this Section 4 in connection with such IPO occurring as a result of such refusal by Procific.

5. Additional Shareholder Rights.

Each of the Company and AGM agrees and acknowledges that Section 4 of the Pre-IPO Letter Agreement remains in full force and effect and that Procific's rights thereunder shall apply to both (x) the shares of the Company held indirectly by Procific (through its ownership interest in AAA as of the date hereof) and (y) any shares of the Company purchased by Procific (or the Procific SPV) in the Private Placement.

6. Fees Payable to AGM.

AGM represents that Annex 5 contains, as of February 28, 2014, a complete list of all fees, including without limitation, management fees, advisory fees, consulting fees, carried interest, performance fees, special allocations, placement fees, transaction fees, investment banking fees, closing fees, directors' fees and break-up fees, that are payable by AAA, the Company or any of their respective subsidiaries to AGM, Athene Asset Management, L.P. ("AAM") or any of their respective subsidiaries (collectively, "Apollo Fees"); provided, that Procific agrees that none of AGM, its subsidiaries or their respective affiliates or representatives shall have any liability for any error in or omission from Annex 5 so long as the amount payable in connection with any such Apollo Fee, individually, did not exceed \$2 million over the twelve month period beginning on March 1, 2013 and ending on February 28, 2014 and, notwithstanding such error or omission, Annex 5 was prepared in good faith by AGM and its representatives. For the avoidance of doubt, no Apollo Fees are conditioned on, or are payable in connection with, the consummation of the Private Placement. AGM covenants to provide Procific with an updated version of Annex 5 on each anniversary of the date hereof.

7. Tax Jurisdiction.

As of the date hereof, the Company has no present intention to redomesticate the Company to the United States of America or any other jurisdiction.

8. Notice of Changes to Entity Classification

If the Company determines that it is in the best interest of the Company to effectuate a change in the entity classification of the Company for U.S. tax purposes (e.g., changing the Company's entity classification from a corporation to a partnership for U.S. tax purposes), the Company shall provide Procific at least 180 days prior written notice before effectuating such change to enable Procific the opportunity to take any actions necessary to address Procific's specific tax considerations.

9. FATCA

Procific represents to the Company that it is an exempt beneficial owner described in section 1471(f) of the Code and Treasury Regulations section 1.1471-6(b). Procific agrees that it will provide the Company an executed IRS Form W-8 (or other appropriate form) indicating that it is an exempt beneficial owner described in section 1471(f) of the Code and further agrees to promptly provide a new IRS Form W-8 (or other appropriate form) confirming its status with respect to the information provided on its original form if such information changes or if an updated IRS Form W-8 (or other appropriate form) is required to be held on file in order for the Company to continue to recognize Procific's exempt status under section 1471(f) of the Code. Based on such representation and agreement (and assuming that FATCA, its related regulations and the interpretation thereof do not change in a manner that suggests a different outcome), the Company shall not withhold under FATCA on a payment made by it to Procific.

10. Notice of Lock-up Modifications.

If the Company waives, alters or amends any provision of the Lock-up (as defined in the Registration Rights Agreement) or modifies any Lock-up Expiration Date (as defined in the Registration Rights Agreement) with respect to any shares of the Company held by one or more Investor Shareholders (as defined in the Registration Rights Agreement) pursuant to the proviso at the end of Section 6(a) of the Registration Rights Agreement, then (a) the Company shall provide prompt notice to Procific of such waiver, alteration, amendment or modification (each, a "More Favorable Lock-Up Term") and (b) Procific may elect, in its sole discretion, to cause any provision of any More Favorable Lock-Up Term to become applicable to the shares of the Company held by Procific on a ratable basis (subject to assuming any obligations assumed by the applicable Investor Shareholder(s) directly conditioned upon the More Favorable Lock-Up Term) by providing the Company written notice of such election within ten (10) business days of Procific's receipt of notice thereof; provided, that the Company's notice obligation and Procific's right to elect to cause any More Favorable Lock-Up Term to be applicable to the shares of the Company held by Procific shall not apply to any More Favorable Lock-Up Term granted with respect to (1) any shares of the Company held by AAA, Apollo Life Re Ltd., AAA Guarantor – Athene, L.P. or any of their respective subsidiaries (the "AAA Group"); (2) a collateral assignment by any employee, officer or director of the Company, AAM, AGM or their respective subsidiaries in respect of any shares of the Company held by such person or any transfer of such shares of the Company in connection with a foreclosure related to such collateral assignment or any transfer by such foreclosing party; or (3) any shares of the Company held by one or more Investor Shareholders (other than the AAA Group) so long as such shares represent, in the aggregate, less than five percent (5%) of the then-outstanding shares of the Company and are not owned (directly or indirectly) by AGM or any subsidiary, employee, officer or director thereof (other than (x) a subsidiary of AGM that is an investment fund so long as AGM and its subsidiaries do not directly or indirectly own 2% or more of such

investment fund or (y) an employee, officer or director of AAM). For the avoidance of doubt, no sale of shares of the Company in a registered offering in accordance with Section 4(a) of the Registration Rights Agreement shall be considered a "More Favorable Lock-Up Term" for purposes of this Section 10.

11. Procific Directors.

The Company represents that (i) Jerome Mourgue d'Algue is a Class III director of the Company with a term expiring at the Company's annual general meeting to be held in 2015 and (ii) Ahmed Ghubash is a Class II director of the Company with a term expiring at the Company's annual general meeting to be held in 2017. For the avoidance of doubt, neither Jerome Mourgue d'Algue nor Ahmed Ghubash shall be subject to election at the Special Election (as defined in the Company's bye-laws) being held in connection with the Private Placement.

12. Transfers; Shareholders Agreement

Notwithstanding anything to the contrary contained in Section 11 of the Pre-IPO Letter Agreement or Section 11 the Post-IPO Letter Agreement, (i) Procific may transfer its direct interests in the Company (if any) to a Permitted Affiliate; provided, that Procific must notify AGM and the Company of any such transfer and (ii) the government of Abu Dhabi and any entities owned by the government of Abu Dhabi shall be deemed to be (x) "Permitted Affiliates" of Procific for purposes of the Pre-IPO Letter Agreement, the Post-IPO Letter Agreement and this letter agreement and (y) "Permitted Transferees" of Procific pursuant to clause (c) of the definition of "Permitted Transferee" in the Shareholders Agreement so long as (A) unless such entity is the government of Abu Dhabi, such entity is a newly formed entity organized outside of the United States and not a subsidiary of an existing entity (other than the government of Abu Dhabi or the Abu Dhabi Investment Authority ("ADIA")) and (B) no such Permitted Affiliate, its subsidiaries or its direct or indirect owners (other than a Permitted Affiliate or a direct or indirect owner that is ADIA or the government of Abu Dhabi) shall own directly or indirectly (including through a total return swap or other derivative arrangement) any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes. For the avoidance of doubt, (i) this Section 12 shall apply equally to any common shares of the Company purchased by Procific or the Procific SPV in the Private Placement or pursuant to the exercise of Procific's share purchase right under Section 4 of this letter agreement) and (ii) the Abu Dhabi Investment Council (ADIC), Mubadala Development Company PJSC, the International Petroleum Investment Company and similar investment funds are not the government of Abu Dhabi for purposes of this Section 12.

13. Procific Subscription Agreement.

Each of the parties hereto agrees and acknowledges that as of the date hereof and for so long as an affiliate of AGM remains the general partner of the Procific SPV, the Procific SPV shall constitute a "Procific LP" (as defined in the Post-IPO Letter Agreement). In connection with Procific's entry into the Procific Subscription

Agreement, (a) the Company agrees to reimburse the Procific SPV for 50% of all Organizational Expenses and Operating Expenses (each, as defined in the limited partnership agreement of the Procific SPV) incurred in any calendar year up to the first \$50,000 of such expenses and thereafter for 100% of such expenses; (b) the Company shall deliver a written opinion addressed to Procific upon which Procific may rely from a firm of attorneys of national or international standing to the effect that (i) at the time of issuance and sale of common shares of the Company pursuant to the Procific Subscription Agreement, the Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority to issue and sell such common shares at such time and (ii) such common shares have been duly and validly authorized and issued and are fully paid and nonassessable; and (c) all subscription agreements that have been entered into in connection with the Private Placement are in substantially the same form as the Procific Subscription Agreement except with respect to the relevant subscriber's name and other information about such subscriber, the subscriber's commitment, representations and warranties that are specific to the relevant subscriber and whether the subscriber buys Class A Common Shares, non-voting Class A Common Shares or Class B Common Shares of the Company.

14. Termination.

Except as otherwise expressly provided herein, Sections 1, 3, 4, 5, 6 and 7 of this letter agreement shall automatically and permanently terminate and be of no further force and effect without any action by any party hereto upon the earlier to occur of (i) any time when Procific ceases to be a Qualifying Shareholder (as defined in the Post-IPO Letter Agreement) and (ii) the Termination Date (as defined in the Post-IPO Letter Agreement).

15. Miscellaneous.

Other than as expressly modified or amended in accordance with the foregoing provisions of this letter agreement, the remaining terms of the Pre-IPO Letter Agreement and Post-IPO Letter Agreement remain in full force and effect and nothing contained in this letter agreement shall be deemed to alter, change or amend the rights, duties or obligations of the parties to the Pre-IPO Letter Agreement or Post-IPO Letter Agreement or to affect the enforceability or validity of any other provision thereof. This letter agreement supplements the Shareholders Agreement, the Registration Rights Agreement and the Procific Subscription Agreement, and the terms of this letter agreement, the Pre-IPO Letter Agreement and the Post-IPO Letter Agreement shall control with respect to Procific in the event any conflict exists between such letter agreement, on the one hand, and any of the Shareholders Agreement, the Registration Rights Agreement or the Procific Subscription Agreement, on the other hand.

The provisions of Sections 8 ("Insurance Laws"), 10 ("Binding on Successors"), 11 ("Assignment; Transfers to Affiliates"), 12 ("Severability"), 13 ("No Publicity"), 14 ("Governing Law"), 16 ("Amendments") and 17 ("Counterparts") of the Post-IPO Letter Agreement are hereby incorporated by reference herein (as modified hereby, if applicable) and shall apply to this letter agreement as if specifically stated herein. In

furtherance of the foregoing, and for purposes of clarity, (i) in the event of any dispute, controversy or claim arising out of, connected with, or relating to this letter agreement or the Subscription Agreement, or to the breach, termination, invalidity, existence or interpretation thereof arising solely among Procific, on the one hand, and the Company, AGM and/or their respective subsidiaries, on the other hand (and does not involve any other shareholder of the Company), such dispute shall be settled by binding arbitration pursuant to the terms of Section 14 of the Post-IPO Letter Agreement and (ii) Section 13 (“No Publicity”) of the Post-IPO Letter Agreement shall supersede Section 6.1 (“Public Disclosure”) of the Subscription Agreement.

* * * * *

Please acknowledge your agreement with respect to the foregoing by signing below.

Regards,

ATHENE HOLDING LTD.

By: 

Name: Zachary Jones
Title: Chief Accounting Officer

[2014 LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]

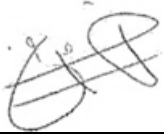
By: 

John J. Suydam
Chief Legal Officer, Vice President & Secretary

[2014 LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]

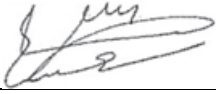
AGREED AND ACKNOWLEDGED:

PROCIFIC



By: _____

Name: Ahmed Ghubash
Title: Director



By: _____

Name: Saeed Al Mazrouei
Title: Director

[2014 LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]

AGREED AND ACKNOWLEDGED:

AHL 2014 INVESTOR, L.P.

By: AHL 2014 Investor GP, Ltd.,
its general partner

By: 

Name: Imran Siddiqui
Title: President

[2014 LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]

Annex 1

Shareholders Agreement

See attached.

ATHENE HOLDING LTD.
SIXTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT
DATED AS OF APRIL 4, 2014

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

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SIXTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT dated as of April 4, 2014 (this "Agreement"), among **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company") and the Shareholders (as defined below).

PREAMBLE

WHEREAS, each Shareholder owns and/or has committed to subscribe for additional Shares at the Purchase Price per Share, as of the date hereof, that number of Common Shares (as defined herein) set forth opposite such Shareholder's name on Annex I hereto. The Shareholders believe it to be in the best interest of the Company and the Shareholders to provide for the continued stability of the business and policies of the Company and its Subsidiaries, as the same may exist from time to time, and, to that end, the parties hereto set forth this Agreement.

WHEREAS, this Agreement is intended to amend and restate in its entirety the Fifth Amended and Restated Shareholders Agreement of the Company dated as of December 27, 2012, by and among the Company and the shareholders of the Company from time to time party thereto (as amended, the "Fifth Shareholders Agreement");

WHEREAS, the Fifth Shareholders Agreement amended and restated in its entirety the Fourth Amended and Restated Shareholders Agreement of the Company dated September 19, 2012, which amended and restated in its entirety the Third Amended and Restated Shareholders Agreement of the Company dated January 21, 2011, which amended and restated in its entirety the Second Amended and Restated Shareholders Agreement of the Company dated as of October 13, 2010, which amended and restated in its entirety the Amended and Restated Shareholders Agreement of the Company dated as of April 13, 2010, which amended and restated in its entirety the Shareholders Agreement of the Company dated as of July 15, 2009 (collectively with the Fifth Shareholders Agreement, the "Prior Shareholders Agreements");

ACCORDINGLY, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

The following terms have the following meanings:

"2009 Share Incentive Plan" means the 2009 share incentive plan of the Company in effect on the date hereof and as the same may be supplemented or modified from time to time.

"2012 Share Incentive Plan" means the 2012 Share Incentive Plan of the Company in effect on the date hereof and as the same may be supplemented or modified from time to time.

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

“2014 Share Incentive Plan” means the 2014 Share Incentive Plan of the Company in effect on the date hereof and as the same may be supplemented or modified from time to time.

“AAM” means Athene Asset Management, L.P., a Cayman Islands limited partnership.

“Affiliate” means, as to any Person, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by ownership of voting stock, by contract or otherwise.

“Apollo Group” has the meaning attributed to such term in the Bye-laws.

“Apollo Shareholders” means Apollo Life Re Ltd., AAA Guarantor – Athene L.P., any Future Shareholder if such shareholder is AP Alternative Assets, L.P., or any of its Subsidiaries, and any Transferee of any Apollo Shareholder (except as provided in Section 3.1).

“Apollo Shares” means all Equity Securities held at any time during the term of this Agreement by any Apollo Shareholder.

“Apollo Securities” means the aggregate of the Apollo Shares and Shares for which any Apollo Shareholder has remaining Commitments to subscribe for at the Purchase Price per Share.

“Applicable Law” means, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any Governmental Authority applicable to such Person.

“Approved Reorganization” shall have the meaning set forth in Section 3.5.

“Approved Sale” has the meaning set forth in Section 3.5.

“Awarded Shares” means the Shares held by the Other Shareholders other than the Purchased Shares, including without limitation, any Shares awarded pursuant to the Incentive Plans and any Class A Common Shares issued in exchange for Shares awarded pursuant to the Incentive Plans.

“Board” means the Board of Directors of the Company.

“Board Early Liquidity Approval” has the meaning set forth in Section 3.2(a).

“Bye-laws” means the Seventh Amended and Restated Bye-laws of the Company in effect as of the date hereof, as amended, supplemented or modified from time to time.

“Cause” means, with respect to a Termination Event: (i) if such Other Shareholder is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or AAM which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Other Shareholder is at the time of termination a party to an Award Agreement (as defined in the applicable Incentive Plan) which was entered into under an Incentive Plan and defines such term, the meaning given in such Award Agreement; and (iii) in all other cases, a Termination Event by the Company, any of its Subsidiaries or AAM based on such Other Shareholder’s (A) commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, AAM or any of their respective Affiliates; (C) material non-curable breach of such Other Shareholder’s obligations hereunder or any other agreement entered into between such Other Shareholder and the Company, any of its Subsidiaries, AAM or any of their respective Affiliates; (D) breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, AAM or any of their respective Affiliates which are applicable to such Other Shareholder) that causes material harm to the Company, any of its Subsidiaries, AAM, any of their respective Affiliates or any of their business reputations; (E) willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, AAM, any of their respective Affiliates or any of their respective business reputations; (F) violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, AAM or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, AAM, any of their respective Affiliates or any of their business reputations; (G) knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, AAM, any of their respective Affiliates or any governmental or self-regulatory entity; (H) disqualification or bar by any governmental or self-regulatory authority or such Other Shareholder’s loss of any governmental or self-regulatory license that is reasonably necessary for such Other Shareholder to perform his/her/its duties to the Company, any of its Subsidiaries, AAM or any of their respective Affiliates; (I) termination of the employment of such Other Shareholder as a result of any directive made by any governmental or self-regulatory authority; or (J) failure to cure a material breach of his, her or its obligations under this Agreement or any other agreement entered into between such Other Shareholder and the Company, any of its Subsidiaries, AAM or any of their respective Affiliates within 30 days after written notice of such breach.

“Class A Common Shares” means the Company’s class A common shares, par value \$0.001 per share.

“Class B Common Shares” means the Company’s class B common shares, par value \$0.001 per share.

“Class M Common Shares” means the Company’s class M-1 common shares, class M-2 common shares, class M-3 common shares, class M-4 common shares and any other common shares of the Company designated as a class or series of class M common shares, each having a par value \$0.001 per share.

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

“Code” means the Internal Revenue Code of 1986, as amended.

“Co-Sale Notice” has the meaning set forth in Section 3.3(a).

“Co-Sale Offeree” has the meaning set forth in Section 3.3(a).

“Co-Sale Offeror” has the meaning set forth in Section 3.3(a).

“Commitment” means, with respect to each Shareholder, each Share for which such Shareholder has agreed to subscribe for by paying the Purchase Price for such Share in full upon a capital call in the amount and manner set forth in the subscription agreement of such Shareholder in relation to such Shares. Upon the payment of the Purchase Price in full for any Share by such Shareholder, such Shareholder’s Commitments set forth in Annex I shall be reduced by the aggregate number of shares subject to such capital call and the Purchase Price for which has been paid in full, and the aggregate number of Shares owned by such Shareholder set forth in such Annex I shall be increased by such number.

“Common Shares” means the Class A Common Shares, the Class B Common Shares and the Vested Class M Common Shares of the Company held at any time during the term of this Agreement by any Shareholder.

“Company” has the meaning set forth in the caption.

“Company Information” has the meaning set forth in Section 3.2(a).

“Disability” means, with respect to an Other Shareholder, (i) if such Other Shareholder is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or AAM which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Other Shareholder is at the time of termination a party to an Award Agreement which was entered into under an Incentive Plan and defines such term, the meaning given in such Award Agreement; and (iii) in all other cases is a physical or mental impairment which, as reasonably determined by the Board, renders the Other Shareholder unable to perform the essential functions of his or her employment with his or her employer, even with reasonable accommodation that does not impose an undue hardship on his or her employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

“Disabled” means having a Disability.

“Director” means a member of the Board.

“Early Liquidity Transfer” has the meaning set forth in Section 3.2(a).

“Early Liquidity Transfer Notice” has the meaning set forth in Section 3.2(a).

“Early Liquidity Transfer Terms” has the meaning set forth in Section 3.2(a).

“Eligible Shareholders” has the meaning set forth in Section 3.4(a).

“Equity Securities” means all shares of capital stock of the Company, all securities exercisable or convertible into or exchangeable for shares of capital stock of the Company, and all options, warrants, and other rights to purchase or otherwise acquire from the Company shares of such capital stock, including any Commitment and any share appreciation or similar rights, contractual or otherwise.

“Excluded Securities” means (i) Equity Securities issued in respect of or in exchange for all Shares on a pro rata basis by way of a dividend, distribution, share split, reverse share split, merger, consolidation, reorganization, recapitalization or similar transaction, (ii) Equity Securities issued upon exercise, conversion or exchange of any options, warrants, rights or other convertible securities outstanding as of the date hereof or issued after the date hereof in accordance with the terms of this Agreement or the Organizational Documents, (iii) Equity Securities issued to a third party financing source (which is not an Affiliate of the Company) in connection with a debt financing of the Company and/or any of its Subsidiaries approved by the Board, (iv) Equity Securities issued to ceding companies or other insurance companies in connection with any reinsurance agreements that are approved by the Board, (v) Equity Securities issued to a seller or sellers of a business or the assets thereof (which is not an Affiliate of the Company) or issued to any other un-Affiliated Persons, in each case, in connection with the Company’s (or its Affiliate’s) acquisition of such seller’s or sellers’ business or the assets thereof that is approved by the Board, whether such acquisition is in the form of a merger, consolidation, asset purchase or other similar business combination, (vi) Equity Securities issued or distributed in connection with a transaction permitted under Sections 3.5 or 3.9, (vii) Equity Securities issued at any time to directors, officers, bona fide consultants or employees of the Company or AAM pursuant to a Board-approved option or incentive plan including the Incentive Plans, (viii) Equity Securities issued in payment of the Quarterly Advisory Fee (as defined in the Second Amended and Restated Transaction Advisory Services Agreement dated October 31, 2012 (as amended, supplemented or modified from time to time)) or (ix) any Equity Securities issued to a Shareholder in connection with the funding in full of a capital call of such Shareholder related to an outstanding Commitment.

“Fifth Shareholders Agreement” has the meaning set forth in the Preamble.

“FINRA” means the Financial Industry Regulatory Authority or any successor thereto.

“Fully-Paid Awarded Shares” means Awarded Shares that have vested pursuant to their terms and have been converted to Class A Common Shares.

“Furnishing Parties” has the meaning set forth in Section 4.17(b).

“Future Shareholder” has the meaning set forth in Section 3.1.

“Good Reason” means with respect to a Termination Event: (i) if such Other Shareholder is at the time of termination a party to a written employment agreement with the

Company, any of its Subsidiaries or AAM which defines such term, the meaning given in such employment agreement; (ii) otherwise if such Other Shareholder is at the time of termination a party to an Award Agreement which defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, a Termination Event by the Other Shareholder following: (A) a reduction of greater than 10% in the Other Shareholder's annual base salary or bonus potential under any bonus plan maintained by AAM (if the Other Shareholder is employed by AAM), the Company or any of its Subsidiaries that employs the Other Shareholder (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in the Other Shareholder's title, authority, duties, or responsibilities or the assignment to the Other Shareholder of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Other Shareholder; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless the Other Shareholder shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company's receipt of such written notice. Notwithstanding anything to the contrary herein, any material adverse change in the Other Shareholder's title, authority, duties, or responsibilities or the assignment to the Other Shareholder of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Other Shareholder, as a result of the Company's issuance of additional equity (including Excluded Securities) shall not constitute "Good Reason."

"Governmental Authority" means any Federal, state, county, city, local or foreign governmental, administrative or regulatory authority, commission, committee, agency or body (including any court, tribunal or arbitral body and any self-regulating authority such as FINRA).

"Group" means:

(a) in the case of any Shareholder who is an individual, (i) such Shareholder, (ii) the spouse, parent, sibling or descendants of such Shareholder, (iii) all trusts for the benefit of such Shareholder or any spouse, parent, sibling or descendants of such Shareholder and (iv) all Persons principally owned by and/or organized or operating for the benefit of any of the foregoing;

(b) in the case of any Shareholder which is a partnership, (i) such Shareholder, and (ii) its limited, special and general partners;

(c) in the case of any Shareholder which is a corporation or a limited liability company, (i) such Shareholder, and (ii) its shareholders or members as the case may be; and

(d) in the case of any Apollo Shareholder, the Apollo Group.

"Incentive Plans" means the 2009 Share Incentive Plan, the 2012 Share Incentive Plan, the 2014 Share Incentive Plan and any other share incentive plan of the Company approved by the Board and in effect during the term of this Agreement.

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“Insolvency Event” means: (a) the Company or any Subsidiary shall commence a voluntary case or other Proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other Proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; (b) an involuntary case or other Proceeding shall be commenced against the Company or any Subsidiary seeking liquidation, reorganization or other relief with respect to it or its debts under bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other Proceeding shall remain undismissed and unstayed for a period of sixty days; or (c) an order for relief shall be entered against the Company or any Subsidiary under the Federal bankruptcy laws in effect at such time.

“Liquidation” means: (a) any Insolvency Event; (b) any Sale of the Company or (c) any dissolution or winding up of the Company, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Company in another jurisdiction.

“Liquidity Transfer” has the meaning set forth in Section 3.2(b).

“Liquidity Transfer Notice” has the meaning set forth in Section 3.2(b).

“Liquidity Transfer Terms” has the meaning set forth in Section 3.2(b).

“Management Shareholders” mean each of James Belardi and Frank Gillis, provided that to the extent that either James Belardi or Frank Gillis ceases to directly own or control any Equity Securities of the Company or is no longer an employee of the Company, James Belardi or Frank Gillis (as applicable) shall concurrently cease to be “Management Shareholders” and any Person owning “Management Shares” Transferred by them shall also concurrently cease to own “Management Shares”.

“Management Shares” means all Equity Securities held at any time during the term of this Agreement by the Management Shareholders.

“Management Securities” means the aggregate of the Management Shares and Shares for which any Management Shareholder has remaining Commitments to subscribe for at the Purchase Price per Share.

“New Securities” means all newly-issued Equity Securities other than Excluded Securities.

“Nominee” shall have the meaning set forth in Section 3.5(d).

“Offered Shares” has the meaning set forth in Section 3.3(a)(i).

“Organizational Documents” means the Certificate of Incorporation, the Memorandum of Association and the Bye-laws of the Company in effect as of the date hereof, as the same may be amended, modified or supplemented after the date hereof.

“Other Securities” means the aggregate of the Other Shareholder Shares and Shares for which any Other Shareholder has remaining Commitments to subscribe for at the Purchase Price per Share.

“Other Shareholder” means any party to this Agreement other than an Apollo Shareholder or the Company. For the avoidance of doubt, Management Shareholders shall constitute Other Shareholders.

“Other Shareholder Shares” means all Equity Securities held at any time during the term of this Agreement by any Other Shareholder.

“Permitted Transfer” means:

(a) any Transfer made in compliance with:

- (i) Section 3.3 of this Agreement; or
- (ii) Section 3.5 of this Agreement; or

(b) any Transfer of Shares by an Other Shareholder that is an individual (i) for estate planning purposes to any corporation, limited liability company, limited partnership or trust created for the benefit of such individual or one or more of such individual’s parents, spouse, siblings or descendants, provided that such Other Shareholder retains exclusive voting control over the transferred Shares or (ii) to such individual’s Personal Representative;

(c) any Transfer of Shares by an Other Shareholder that is not an individual to an Affiliate of such Other Shareholder or any limited partner or member (or Affiliate thereof) of such Other Shareholder;

(d) any pledge of capital stock by an Other Shareholder to, and any foreclosure and subsequent Transfer of capital stock by, a bona fide commercial bank or other lending institution to the extent such capital stock secures any loan, credit facility or other financing permitted under the Registration Rights Agreement; or

(e) any other Transfer designated by the Board as a Permitted Transfer, including pursuant to a request by a Shareholder under Section 3.2(a) of this Agreement.

“Permitted Transferee” means any Person acquiring Shares from a Shareholder in accordance with the terms of this Agreement.

“Person” shall be construed in the broadest sense and means and includes a natural person, a partnership, a corporation, an association, a joint share company, a limited liability company, a trust, a joint venture, an unincorporated organization and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

“Personal Representative” means the successor or legal representative (including, without limitation, a guardian, executor, administrator or conservator) of a dead or Disabled Shareholder.

“Preemptive Offer” has the meaning set forth in Section 3.4(a).

“Preemptive Period” has the meaning set forth in Section 3.4(a).

“Prior Shareholders Agreements” has the meaning set forth in the Preamble.

“Pro Rata Amount” means, as of the date of determination, with respect to any Shareholder, the quotient obtained by dividing (a) the aggregate number of outstanding Class A Common Shares, Class B Common Shares and Vested Class M Common Shares held by such Shareholder as of such date of determination by (b) the aggregate number of outstanding Class A Common Shares, Class B Common Shares and Vested Class M Common Shares held by all Shareholders or class of Shareholders (as applicable) as of such date of determination. For purposes of Section 3.4 only, fifty percent (50%) of the Unvested Class M Common Shares held by any Eligible Shareholder shall be deemed to have vested and constitute Vested Class M Common Shares for the purposes of calculating such Eligible Shareholder’s Pro Rata Amount.

“Proceeding” means any action, suit, lawsuit, customer claim, warranty claim, insurance claim, counterclaim, proceeding or investigation at law, or in equity, or by or before any Governmental Authority.

“Purchase Notice” has the meaning set forth in Section 3.4(b).

“Purchase Price” means, in respect of any Share, the price in full that a Shareholder is required to pay as consideration for such Share under the subscription agreement relating to the purchase of such Share.

“Purchased Shares” means Class A Common Shares purchased for fair market value by the Other Shareholders or any Class A Common Shares purchased by the Other Shareholders in accordance with the terms of any Incentive Plan.

“QIPO” means the consummation of the sale by one or more Persons in an underwritten public offering of common equity of the Company that (A) is led by a nationally recognized financial institution reasonably acceptable to the Board, (B) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act (or applicable UK securities law), and (C) following which such publicly-offered common equity is listed on the New York Stock Exchange, The NASDAQ Stock Market or the London Stock Exchange’s Main Market.

“Qualified Buyer” means a Transferee who is eligible to purchase and hold Common Shares and is eligible to exercise the same or a greater portion of the voting power

attributable to such Shares as the proposed Transferor of such Shares (after giving effect to the limitations on voting power of Common Shares or other voting securities of the Company set forth in the By-laws applicable to the proposed Transferee and such Transferor).

“Registration Rights Agreement” means the Third Amended and Restated Registration Rights Agreement, dated as of even date herewith, by and among the Company and the shareholders of the Company from time to time party thereto (as such may be amended, supplemented or modified from time to time).

“Reorganization of the Company” means a transaction pursuant to which (a)(i) a corporation, partnership, limited liability company or other business entity is formed (such entity the “New Holding Company”) to hold all or a majority of the Equity Securities and (ii) a contribution of such Equity Securities shall be made to the New Holding Company in exchange for the issuance of capital stock of the New Holding Company to the holders of such Equity Securities; or (b) the Company is restructured or reorganized to, among other things, increase the tax efficiency of the Company and its Subsidiaries by, among other things, distributing equity interests of its Subsidiaries to the Shareholders. A Reorganization of the Company may be effected by means of a sale, contribution and/or exchange of shares, a merger, recapitalization, consolidation, transfer or other transaction; provided, that after giving effect to any Reorganization of the Company, each Shareholder’s Pro Rata Amount or pro rata share of the New Holding Company, as applicable, shall be the same as such Shareholder’s Pro Rata Amount immediately prior to such Reorganization of the Company.

“Representatives” shall have the meaning set forth in Section 4.17(a).

“Rule 144A Offering” means an offering of Class A Common Shares by the Company pursuant to Rule 144A of the Securities Act.

“Sale of the Company” has the meaning ascribed to it in the By-laws. For avoidance of doubt, a “Sale of the Company” does not include Reorganization under Section 3.9.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means, without duplication, (a) with respect to the Apollo Shareholders, the Apollo Shares, (b) with respect to the Management Shareholders, the Management Shares and (c) with respect to the Other Shareholders, the Other Shareholder Shares.

“Shareholders” means the Apollo Shareholders, the Management Shareholders, Other Shareholders, any Future Shareholders and any Person party to this Agreement other than the Company.

“Spousal Consent” has the meaning set forth in Section 4.8.

“Subsidiary” means, with respect to any Person, any other Person the majority of whose equity securities or voting securities are directly or indirectly owned or controlled by such Person.

“Tag-Along Notice” has the meaning set forth in Section 3.3(b).

“Termination Event” has the meaning set forth in Section 3.7(a).

“Third Party” means, any Person that is not (a) the Company or any of its Affiliates or (b) a member of the Apollo Group.

“Transfer” means, to sell, transfer, assign, pledge, hypothecate, encumber in any way or otherwise dispose of Shares (including any economic or voting interests with respect to such Shares and including by way of hedging and other derivative transaction that limits or eliminates economic risk), either voluntarily or involuntarily and with or without consideration, excluding by employees to the Company upon a termination of employment.

“Transferee” means any Person to whom a Shareholder shall Transfer Shares.

“Unvested Class M Common Shares” means the Unvested Class M-1 Common Shares, Unvested Class M-2 Common Shares, Unvested Class M-3 Common Shares, Unvested Class M-4 Common Shares and any other unvested class of Class M Common Shares designated and issued by the Company.

“Unvested Class M-1 Common Shares” means the Company’s class M-1 common shares, par value \$0.001 per share, which have not fully vested in accordance with the terms set forth in Company’s 2009 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Unvested Class M-2 Common Shares” means the Company’s class M-2 common shares, par value \$0.001 per share, which have not fully vested in accordance with the terms set forth in Company’s 2012 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Unvested Class M-3 Common Shares” means the Company’s class M-3 common shares, par value \$0.001 per share, which have not fully vested in accordance with the terms set forth in Company’s 2014 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Unvested Class M-4 Common Shares” means the Company’s class M-4 common shares, par value \$0.001 per share, which have not fully vested in accordance with the terms set forth in Company’s 2014 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Vested Class M Common Shares” means the Vested Class M-1 Common Shares, Vested Class M-2 Common Shares, Vested Class M-3 Common Shares, Vested Class M-4 Common Shares and any other class of Class M Common Shares designated and issued by the Company that have vested in accordance with the terms of the related Incentive Plan under which such Class M Common Shares were issued and any Restricted Share Award Agreement entered into in connection therewith.

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“Vested Class M-1 Common Shares” means the Company’s class M-1 common shares, par value \$0.001 per share, which have fully vested in accordance with the terms set forth in the Company’s 2009 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Vested Class M-2 Common Shares” means the Company’s class M-2 common shares, par value \$0.001 per share, which have fully vested in accordance with the terms set forth in the Company’s 2012 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Vested Class M-3 Common Shares” means the Company’s class M-3 common shares, par value \$0.001 per share, which have fully vested in accordance with the terms set forth in the Company’s 2014 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

“Vested Class M-4 Common Shares” means the Company’s class M-4 common shares, par value \$0.001 per share, which have fully vested in accordance with the terms set forth in the Company’s 2014 Share Incentive Plan and any Restricted Share Award Agreement entered into in connection therewith.

ARTICLE II

[RESERVED]

ARTICLE III

SHARES

3.1 Future Shareholders and Transfers.

Unless otherwise waived in its sole discretion by the Board, the Company shall require that each Person that acquires capital stock of the Company (except capital stock acquired in a Rule 144A Offering or QIPO, or the transferee of any such capital stock acquired thereby) after the date hereof (a “Future Shareholder”), as a condition to the effectiveness of such acquisition, to execute a counterpart to this Agreement (if such Person is not then a party to this Agreement), agreeing to be treated as (a) an Apollo Shareholder, if such Person acquires such capital stock of the Company from an Apollo Shareholder; provided, however, that, at the option of the transferring Apollo Shareholder, a Permitted Transferee of an Apollo Shareholder can be designated an Other Shareholder instead of an Apollo Shareholder so long as such shareholder is not a member of the Apollo Group, (b) a Management Shareholder, if such person acquires such capital stock of the Company from a Management Shareholder pursuant to clause (b) (i) of the definition of Permitted Transfer and (c) an Other Shareholder, if such Person acquires such capital stock of the Company from an Other Shareholder, and in each case, such Person shall be bound by, and entitled to the benefits of, the provisions of this Agreement relating to such class of Shareholders, as applicable. If such Person acquires such capital stock of the Company from the Company, such Person shall agree to be treated in the manner designated by the Board and

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such Person shall be bound by, and entitled to the benefits of, the provisions of this Agreement relating to such class of Shareholders, as applicable. If such Person acquires capital stock of the Company from the Company or an Other Shareholder (other than any established, bona fide commercial bank or other lending institution in connection with the foreclosure and subsequent transfer of such capital stock to the extent such capital secures any loan, credit facility or other financing permitted by the Company pursuant to the Registration Rights Agreement or by the Board or the Executive Committee), as a condition to the effectiveness of such transaction, such Person shall execute a counterpart to the Registration Rights Agreement and agree to be bound by the provisions thereof. Notwithstanding the foregoing, in the event that (a) any Apollo Shareholder acquires Equity Securities from either the Company, a Management Shareholder and/or any Other Shareholder, in each case, such Equity Securities shall be deemed Apollo Shares and shall be bound by, and entitled to the benefits of, the provisions of this Agreement and the Bye-laws applicable to Apollo Shares and Apollo Shareholders, (b) any Management Shareholder acquires Equity Securities from either the Company, an Apollo Shareholder and/or any Other Shareholder, in each case, such Equity Securities shall be deemed Management Shares and shall be bound by, and entitled to the benefits of, the provisions of this Agreement and the Bye-laws applicable to Management Shares and Management Shareholders and (c) any Other Shareholder, who is not also a Management Shareholder, acquires Equity Securities from either the Company, an Apollo Shareholder and/or any Other Shareholder, in each case, such Equity Securities shall be deemed Other Shareholder Shares and shall be bound by, and entitled to the benefits of, the provisions of this Agreement and the Bye-laws applicable to Other Shareholder Shares and Other Shareholders.

3.2 Limitations on Transfers.

(a) Subject to Section 3.2(c), other than Permitted Transfers, no Other Shareholder shall be permitted to Transfer any Shares held by such Shareholder or Commitments of such Shareholder to subscribe for additional Shares prior to December 31, 2015. In the event an Other Shareholder prior to December 31, 2015 requests that a proposed Transfer be approved by the Board as contemplated by clause (e) of the definition of Permitted Transfer herein, such Shareholder may Transfer all or any of the Shares and Commitments held at the time of the proposed Transfer by such Shareholder to a Third Party (an "Early Liquidity Transfer") upon Board approval of such Early Liquidity Transfer, which approval shall not be unreasonably withheld (any such approval, a "Board Early Liquidity Approval"), and the satisfaction of the following conditions: (i) the Other Shareholder shall have delivered prior written notice to the Company, identifying the proposed Transferee and describing in reasonably sufficient detail the terms and conditions of the proposed Early Liquidity Transfer (an "Early Liquidity Transfer Notice," and such terms and conditions, the "Early Liquidity Transfer Terms") accompanied by a written legal opinion (which may be an opinion of internal corporate and securities legal counsel of the Other Shareholder), if requested by the Company, addressed to the Company, and reasonably satisfactory in form and substance to the Company, to the effect that the proposed Early Liquidity Transfer will be made in compliance with applicable securities laws and may be effected without registration under the Securities Act and any other applicable securities laws, (ii) the proposed Transferee shall have executed a confidentiality agreement on terms reasonably

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acceptable to the Company, (iii) the proposed Transferee is a Qualified Buyer and (iv) the Other Shareholder shall have afforded to the Company (or Persons identified by the Company) a right of first refusal to purchase such Shares or agree to undertake such Commitments on the Early Liquidity Transfer Terms; provided that, (A) the primary business of the proposed Transferee or any Affiliate of such Transferee is not underwriting and insuring or reinsuring life insurance, annuities, or similar products anywhere in the world nor is such proposed Transferee or any Affiliate thereof an Affiliate of any entity conducting such business, unless the Company in its sole discretion waives such requirement; (B) subject to Board Early Liquidity Approval and the satisfaction of the foregoing clauses (i), (ii), (iii) (if applicable) and (iv), the Other Shareholder shall only be permitted to proceed with the Early Liquidity Transfer if (x) the Company waives such right of first refusal in writing or (y) if the Company (or such Persons identified by the Company) fails to consummate a purchase of the Shares and subscription to such Commitments within 30 days following the delivery of the Early Liquidity Transfer Notice on the Early Liquidity Transfer Terms (it being understood that if the Company (or such Persons identified by the Company) offers to purchase the Shares and subscription to such Commitments within such 30-day period on the Early Liquidity Transfer Terms, then the Other Shareholder shall be required to sell the Shares and Commitments to the Company (or such Persons identified by the Company) accordingly); and (C) if the Other Shareholder is so permitted to proceed with such Early Liquidity Transfer, then it may only do so with the proposed Transferee on the Early Liquidity Transfer Terms within 30 days following the earlier of the waiver described in the foregoing clause (x) or the failure described in the foregoing clause (y) and any failure to consummate such Early Liquidity Transfer within such 30-day period shall once again subject any further proposed Early Liquidity Transfer to the terms and conditions of this Section 3.2(a). Subject to a Board Early Liquidity Approval and the satisfaction of the condition described in the foregoing clause (iv), the Company shall cooperate reasonably with the Other Shareholder to facilitate the delivery of information to the proposed Transferee regarding the Company and the applicable Shares (“Company Information”) that is reasonably necessary for the proposed Transferee to evaluate the proposed Early Liquidity Transfer; provided, that the Company shall not be required to deliver any Company Information that (x) it reasonably determines constitutes material non-public information or the disclosure of which the Company reasonably believes to be prohibited by agreement or applicable law or would result in a waiver of the attorney-client privilege or (y) the disclosure of which the Company reasonably believes would have an adverse effect on the Company or any of its Affiliates (including, without limitation, the ability of the Company to consider, negotiate or consummate a QIPO). Any purported Transfer in violation of the provisions of this Section 3.2(a) shall be null and void and shall have no force or effect.

(b) Subject to Section 3.2(c), an Other Shareholder may Transfer any or all of its Shares after December 31, 2015 to any Third Party (a “Liquidity Transfer”) so long as each of the following conditions is satisfied prior to the consummation of such Liquidity Transfer: (i) the Other Shareholder shall have delivered prior written notice to the Company, identifying the proposed Transferee and describing in reasonably sufficient

detail the terms and conditions of the proposed Liquidity Transfer (a "Liquidity Transfer Notice" and, such terms and conditions, the "Liquidity Transfer Terms") accompanied by a written legal opinion (which may be an opinion of internal corporate and securities legal counsel of the Other Shareholder), if requested by the Company, addressed to the Company, and reasonably satisfactory in form and substance to the Company, to the effect that the proposed Liquidity Transfer will be made in compliance with applicable securities laws and may be effected without registration under the Securities Act and any other applicable securities laws, (ii) the proposed Transferee shall have executed a confidentiality agreement on terms reasonably acceptable to the Company, (iii) the proposed Transferee is a Qualified Buyer and (iv) the Other Shareholder shall have afforded to the Company (or Persons identified by the Company) a right of first refusal with respect to such Shares on the Liquidity Transfer Terms; provided, that, (A) the primary business of the proposed Transferee or any Affiliate of such Transferee is not underwriting and insuring or reinsuring life insurance, annuities, or similar products anywhere in the world, unless the Company in its sole discretion waives such requirement; (B) subject to the satisfaction of the foregoing clauses (i), (ii), (iii) (if applicable) and (iv), the Other Shareholder shall only be permitted to proceed with the Liquidity Transfer if (x) the Company waives such right of first refusal in writing or (y) if the Company (or such Persons identified by the Company) fails to consummate a purchase of the Shares within 30 days following the delivery of the Liquidity Transfer Notice on the Liquidity Transfer Terms (it being understood that if the Company (or such Persons identified by the Company) offers to purchase the Shares within such 30-day period on the Liquidity Transfer Terms, then the Other Shareholder shall be required to sell the Shares to the Company (or such Persons identified by the Company) accordingly); and (C) if the Other Shareholder is so permitted to proceed with such Liquidity Transfer, then it may only do so with the proposed Transferee on the Liquidity Transfer Terms within 30 days following the earlier of the waiver described in the foregoing clause (x) or the failure described in the foregoing clause (y) and any failure to consummate such Liquidity Transfer within such 30 day period shall once again subject any further proposed Liquidity Transfer to the terms and conditions of this Section 3.2(b). Subject to the satisfaction of the condition described in the foregoing clause (iv), the Company shall co-operate reasonably with the Other Shareholder to facilitate the delivery of Company Information to the proposed Transferee that is reasonably necessary for the proposed Transferee to evaluate the proposed Liquidity Transfer; provided, that the Company shall not be required to deliver any Company Information that (x) it reasonably determines constitutes material non-public information or the disclosure of which the Company reasonably believes to be prohibited by agreement or applicable law or would result in a waiver of the attorney-client privilege or (y) the disclosure of which the Company reasonably believes would have an adverse effect on the Company or any of its Affiliates (including, without limitation, the ability of the Company to consider, negotiate or consummate a QIPO). Any purported Transfer in violation of the provisions of this Section 3.2(b) shall be null and void and shall have no force or effect.

(c) Notwithstanding anything herein to the contrary, no Transfer of any Shares by any Shareholder shall become effective unless and until the Transferee

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executes and delivers to the Company a counterpart to this Agreement in form and substance reasonably satisfactory to the Board, unless such Transferee is already subject to this Agreement. Any Transfer of Shares by any such Shareholder not in accordance with this paragraph shall be null and void and shall have no force or effect, shall not be recorded on the books of the Company and shall not be recognized by the Company.

(d) Each Other Shareholder that is an entity that was formed for the sole purpose of directly or indirectly acquiring Shares or that has no substantial assets other than Shares or direct or indirect interests in Shares agrees that (i) certificates for its common shares or other instruments reflecting equity interests in such entity (and the certificates for common shares or other instruments reflecting equity interests in any similar entities controlling such entity) will note the restrictions contained in this Agreement on the restrictions on Transfer of Shares as if such common shares or other instruments reflecting equity interests were Shares, (ii) no such common shares or other instruments reflecting equity interests may be Transferred (including any Transfer or issuance by the Company) to any Person other than in accordance with the terms and provisions of this Agreement as if such common shares or other instruments reflecting equity interests were Shares and (iii) any Transfer of such common shares or other instruments reflecting equity interests shall be deemed to be a transfer of a pro rata number of Shares hereunder.

3.3 Co-Sale Rights.

(a) If any Apollo Shareholder (the "Co-Sale Offeror") proposes to Transfer any Shares to any Third Party (the "Co-Sale Offeree"), the Co-Sale Offeror shall, at least fifteen (15) business days before such Transfer deliver a notice (the "Co-Sale Notice") to the Company and the Other Shareholders (the "Entitled Shareholders") setting forth the material terms in connection with such proposed Transfer, including (i) the number of Shares to which the Co-Sale Notice relates (the "Offered Shares") and the name and address of the Co-Sale Offeree, (ii) the name and address of the Co-Sale Offeror, (iii) the proposed amount and type of consideration and the terms and conditions of payment offered by the Co-Sale Offeree, (iv) a description of the anticipated required representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements by the Co-Sale Offeror (and any Other Shareholder that may elect to participate in the proposed Transfer pursuant to this Section 3.3) and the Co-Sale Offeree and (v) an indication that the Co-Sale Offeree has been informed of the co-sale rights provided for in this Section 3.3 and has agreed to purchase Shares in accordance with the terms hereof.

(b) Within fifteen (15) business days after delivery of the Co-Sale Notice by the Co-Sale Offeror, each Entitled Shareholder may elect to participate in the proposed Transfer by delivering to such Co-Sale Offeree a notice (the "Tag-Along Notice") specifying the number of Class A Common Shares, Class B Common Shares and Vested Class M Common Shares (up to his, her or its Pro Rata Amount of such Common Shares) with respect to which such Entitled Shareholder intends to exercise his, her or its rights under this Section 3.3. The number of Vested Class M Common Shares for which the

Entitled Shareholders may exercise their rights under this Section 3.3 shall equal the number of Vested Class M Common Shares prior to the Transfer plus the additional number Class M Common Shares that would have otherwise vested on a pro forma basis after giving effect to the consummation of the proposed Transfer. If none of the Entitled Shareholders gives the Co-Sale Offeror a timely Tag-Along Notice with respect to the sale proposed in the Co-Sale Notice, the Co-Sale Offeror may thereafter sell the Shares specified in the Co-Sale Notice on terms and conditions no more favorable, in all material respects, in the aggregate, than the terms and conditions set forth in the Co-Sale Notice. If one or more of the Entitled Shareholders gives the Co-Sale Offeror a timely Tag-Along Notice, then the Co-Sale Offeror shall use commercially reasonable efforts to cause the Co-Sale Offeree(s) to agree to acquire all Shares identified in all Tag-Along Notices that are timely given to the Co-Sale Offeror, upon terms and conditions no less favorable, in all material respects, in the aggregate, than the terms and conditions set forth in the Co-Sale Notice; provided, however, that the price for each Common Share to be Transferred by an Entitled Shareholder (who elects to participate in an offer to sell a class or series of Common Shares to a Co-Sale Offeree) under this Section 3.3 that is different from that class or series of Common Shares proposed to be Transferred by the Co-Sale Offeror shall be determined by the Board on the basis of assuming the consummation at such time of a Liquidation for cash and the distribution of the proceeds thereof in accordance with the provisions of Section 4 of the Bye-laws of the Company after giving effect to the provisions of any restricted share award agreement. If the Co-Sale Offeree(s) are unwilling or unable to acquire all Shares proposed to be included in such sale upon such terms, then the Co-Sale Offeror may elect either to cancel such proposed sale or to allocate the maximum number of Shares that the Co-Sale Offeree is willing to purchase among the Co-Sale Offeror and the Entitled Shareholders giving timely Tag-Along Notices in proportion to such Shareholder's Pro Rata Amount in relation to the Pro Rata Amount of the Co-Sale Offeror and all participating Entitled Shareholders, provided that, in such circumstances, the amount of Shares set forth in such Entitled Shareholder's Tag-Along Notice (and which shall be allocated to the prospective purchase as set forth above) shall be allocated proportionately between the Class A Common Shares, the Class B Common Shares and the Class M Common Shares of such Entitled Shareholder, as applicable, to the extent possible.

(c) The Co-Sale Offeror shall not Transfer any Shares to the Co-Sale Offeree unless such Transfer complies with this Section 3.3 and is otherwise Transferred in accordance with this Agreement.

(d) In the event that the Transfer between the Co-Sale Offeror and the Co-Sale Offeree is not completed by the later of: (i) 120 days following the delivery of the Co-Sale Notice; and (ii) 30 days following the satisfaction or waiver by the parties of (A) all of the conditions set forth in the definitive documentation related to such Transfer (if applicable) and (B) if (A) does not apply, then all of the conditions identified in the Co-Sale Notice, the Co-Sale Offeror shall serve a new Co-Sale Notice to the Company and the Entitled Shareholders under Section 3.3(a) and permit the Entitled Shareholders to deliver a new Tag-Along Notice under Section 3.3(b) before completing the Transfer.

(e) Notwithstanding the foregoing, any Co-Sale Offeror shall not be required to comply with the provisions of this Section 3.3 with respect to any Management Shareholder who is a Co-Sale Offeree to the extent such compliance (i.e., such Transfer pursuant to this Section 3.3), would require registration of such Transferred Shares where the Company or the Co-Sale Offeror would not otherwise be required to do so but for this Section 3.3, or would otherwise subject the Company or the Co-Sale Offeror to general taxation in a jurisdiction in which the Company or the Co-Sale Offeror was not previously subject to taxation or consent to general service of process in any jurisdiction where it is not currently subject to such requirements.

(f) For purposes of this Section 3.3, “Third Party” shall not be deemed to include any Person which has directly or indirectly invested in, or otherwise has ownership interests in one or more affiliated investment funds managed or advised by, Apollo Management Holdings, L.P. or its Affiliates.

3.4 Preemptive Rights.

(a) If at any time from time to time the Company proposes to offer New Securities to any Person after the date hereof, the Company shall, prior to such offer, deliver to the Shareholders an offer (the “Preemptive Offer”) for such Shareholders that are able to certify to the Company that they are “accredited investors” (as such term is defined in Rule 501 pursuant to the Securities Act) (the “Eligible Shareholders”), to purchase that number of New Securities in connection with such proposed offering of New Securities, so that each such Shareholder would, in the aggregate, after the issuance or sale of all of such New Securities in connection with the proposed offering, hold the same Pro Rata Amount as was held by such Shareholder prior to such issuance and sale. Such issue shall be at the same price and on no less favorable terms and conditions as are applicable to all other purchasers of such New Securities. The Preemptive Offer shall state (i) that the Company proposes to issue New Securities, (ii) the amount of New Securities to be issued, (iii) the terms of the New Securities, (iv) the purchase price of the New Securities, (v) the portion of the New Securities available for purchase by such Shareholder and (vi) any other material terms of the proposed issuance. The Preemptive Offer shall remain open and irrevocable for a period of ten (10) business days (the “Preemptive Period”) from the date of its delivery.

(b) Each Eligible Shareholder may accept the Preemptive Offer by delivering to the Company a written notice (the “Purchase Notice”) within the Preemptive Period. At the closing of the issuance of such New Securities, all of the parties to the transaction shall execute such customary documents as are otherwise necessary or appropriate to effect the transaction set forth in the Preemptive Offer. If after the Preemptive Period expires, the Company proposes to offer New Securities to any Person on terms that differ from those set forth in the Preemptive Offer, the Company shall make a new Preemptive Offer setting forth such modified terms.

(c) The issuance of New Securities to the Eligible Shareholders who delivered a Purchase Notice shall be made on a business day, as designated by the Company, not more than thirty (30) days after expiration of the Preemptive Period on those terms and conditions of the Preemptive Offer not inconsistent with this Section 3.4.

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(d) Notwithstanding anything to the contrary contained herein, the Company may, in order to expedite the issuance of the New Securities hereunder, issue all or a portion of such the New Securities to one or more Persons (each, an “Initial Subscribing Shareholder”), without complying with the provisions of this Section 3.4, provided, that, prior to such issuance, either (i) each Initial Subscribing Shareholder agrees to offer to sell to each Eligible Shareholder who is not an Initial Subscribing Shareholder (each such Shareholder, an “Other Eligible Shareholder”) such Other Eligible Shareholder’s respective Pro Rata Amount (excluding for the purposes of this calculation Shares held by Shareholders who are not Eligible Shareholders) of such New Securities on the same terms and conditions as issued to the Initial Subscribing Shareholders and in a manner which provides such Other Eligible Shareholder with rights substantially similar to the rights outlined in Sections 3.4(a) through (c) above or (ii) the Company shall offer to sell an additional amount of New Securities to each Other Eligible Shareholder only in an amount and manner which provides such Other Eligible Shareholder with rights substantially similar to the rights outlined in Sections 3.4(a) through (c). The Initial Subscribing Shareholders or the Company, as applicable, shall offer to sell such New Securities to each Other Eligible Shareholder within the Preemptive Period.

(e) Each Eligible Shareholder who elects not to purchase all or any portion of the New Securities made available to such Eligible Shareholder pursuant to this Section 3.4 hereby waives any and all rights and claims it may have with respect to or arising out of the New Securities and the issuance thereof against the Company, any other Shareholder, and each of their respective officers, directors, employees, agents and Affiliates.

(f) For purposes of this Section 3.4, each Eligible Shareholder may aggregate his, her or its Pro Rata Amount among other Shareholders in his, her or its Group to the extent that other Shareholders in his, her or its Group do not elect to purchase their respective Pro Rata Amounts.

(g) Notwithstanding the foregoing, the Company shall not be required to comply with the provisions of this Section 3.4 (x) with respect to any Management Shareholder who is an Eligible Shareholder to the extent such compliance (i.e., such issuance pursuant to this Section 3.4), would require registration of such New Securities where the Company would not otherwise be required to do so but for this Section 3.4, or (y) would otherwise subject the Company to general taxation in a jurisdiction in which the Company was not previously subject to taxation or consent to general service of process in any jurisdiction where it is not currently subject to such requirements.

3.5 Approved Sale; Sale of the Company; Approved Reorganization

(a) At any time that Shareholders holding Common Shares and Commitments to subscribe for additional Common Shares in the manner allocated pursuant to Section 3.6,

if any, in the aggregate, represent a majority of the voting power of the Company propose (i) a Sale of the Company to any Third Party, such Shareholders shall be entitled to deliver notice to the Company that such Shareholders desire the Company and/or the Shareholders to enter into agreements with one or more Persons that would result in a Sale of the Company (an “Approved Sale”) or (ii) a Reorganization of the Company (an “Approved Reorganization”), all Shareholders and the Company shall consent to and raise no objections against the Approved Sale or the Approved Reorganization, and if the Approved Sale or Approved Reorganization is structured as a sale, contribution and/or exchange or issuance of the capital stock of the Company (whether by merger, recapitalization, consolidation, Transfer of Equity Securities, or otherwise, as applicable), and each Shareholder shall waive, and hereby waives, any dissenter’s rights, appraisal rights or similar rights in connection with such Approved Sale or Approved Reorganization and shall instruct, and hereby instructs, the Board to vote in favor of such Approved Sale or Approved Reorganization and (x) in the case of an Approved Sale, each Shareholder shall agree, and hereby agrees, to Transfer his, her or its Shares on the terms and conditions approved by such majority voting Shareholders, and hereby waives preemptive or other similar rights with respect to any share issuance to be effected in connection herewith, and (y) in the case of an Approved Reorganization, each Shareholder shall agree, and hereby agrees, to contribute, exchange and/or otherwise Transfer his, her or its Shares on the terms and conditions approved by such majority voting Shareholders and/or consent to any other transaction constituting a Reorganization of the Company, and hereby waives preemptive or other similar rights with respect to any share issuance to be effected in connection herewith. The number of Vested Class M Common Shares that the Other Shareholders shall Transfer in connection with the Approved Sale under this Section 3.5 shall equal the number of Vested Class M Common Shares existing prior to the Approved Sale plus the additional number of Class M Common Shares that would have otherwise vested on a pro forma basis after giving effect to the consummation of the Approved Sale. All Shareholders and the Company shall take all necessary and desirable actions in connection with the consummation of the Approved Sale or Approved Reorganization, including the execution of such agreements and such instruments and other actions reasonably necessary to (1) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale or Approved Reorganization and (2) if applicable, to effectuate the allocation and distribution of the aggregate consideration upon any Approved Sale as set forth below, provided, that the Other Shareholders shall only be required to provide representations as to their ownership of the Common Shares, the absence of liens and encumbrances with respect to the Common Shares and their authority to enter into the Approved Sale and have it enforced, unless the acquiror requires such additional representations and warranties, in which case, such additional representations and warranties shall be limited in scope to the additional representations that the majority voting Shareholders agree to provide to the acquirer; provided, that no Other Shareholder shall be required to indemnify or contribute for any amount in excess of the gross proceeds received by such Shareholder in connection with any such Approved Sale and/or any Approved Reorganization. The Shareholders shall not be required to comply with, and shall have no rights under, Sections 3.1 through 3.4 in connection with an Approved Sale or Approved Reorganization.

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(b) The Company shall provide the Shareholders with written notice of any Approved Sale or Approved Reorganization at least five (5) business days prior to the consummation thereof. Upon the consummation of the Approved Sale, each Shareholder shall receive the same portion of the aggregate consideration from such Approved Sale that such Shareholder would have received if such aggregate consideration (in the case of an asset sale, after payment or provision for all liabilities) had been distributed by the Company in a Liquidation after giving effect to the provisions of any restricted share award agreement.

(c) The obligations of the Shareholders to participate in any Approved Sale pursuant to this Section 3.5 are subject to the satisfaction of the following conditions:

(i) if any Shareholders of a class of Shares are given an option as to the form and amount of consideration to be received with respect to Shares in a class, all holders of Shares of such class will be given the same option; and

(ii) no Shareholder shall be obligated to pay more than his, her or its pro rata amount of reasonable expenses incurred (based on the proportion of the aggregate transaction consideration received) in connection with a consummated Approved Sale, to the extent such expenses are incurred for the benefit of all Shareholders and are not otherwise paid by the Company or the acquiring party (with expenses incurred by or on behalf of a Shareholder for his, her or its sole benefit not being considered expenses incurred for the benefit of all Shareholders).

(d) Each Shareholder and the Company hereby grants an irrevocable proxy and power of attorney to any nominee selected by a majority of all the outstanding Apollo Shares (which may be a Shareholder) (the "Nominee") to take all necessary actions and execute and deliver all documents deemed necessary and appropriate by such Person to effectuate the consummation of any Approved Sale and/or any Approved Reorganization. The Shareholders hereby indemnify, defend and hold the Nominee harmless (severally in accordance with their pro rata share of the consideration received in any such Approved Sale (and not jointly and severally)) against all liability, loss or damage, together with all reasonable costs and expenses (including reasonable legal fees and expenses), relating to or arising from its exercise of the proxy and power of attorney granted hereby; provided, that the Nominee may not obligate any Shareholder to indemnify or contribute for any amount in excess of the gross proceeds received by such Shareholder in connection with any such Approved Sale and/or any Approved Reorganization. Copies of any documents executed by the Nominee on behalf of each Shareholder and the Company pursuant to this Section 3.5(d) shall be provided to such Shareholder and the Company, as applicable, in accordance with Section 4.7.

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3.6 Voting Rights of Shares and Commitments.

The Shareholders and the Company agree, that for purposes of the Bye-laws and all voting matters for which Shareholders of the Company may be entitled to vote (including for purposes of this Agreement), the Total Voting Power (as defined in the Bye-laws) of the Company and the voting power attributable to each Shareholder and within each class of Shares for purposes of Bye-law 4.4 shall include the voting power attributable to each Share owned by such Shareholder and the total number of Common Shares, if any, for which such Shareholder's outstanding Commitments relate as if such Common Shares were subscribed for by such Shareholder and were fully-paid Shares of the Company; provided, that the voting power attributable to each such Common Share represented by such Commitment shall equal the voting power that would be attributable to the related Share that would be purchased by such Shareholder upon a capital call for such Commitment and the attributes of such Shareholder as specified in the Bye-laws with respect to the voting rights of Shares as may be determined by the Company. Nothing in this Section 3.6 is intended to alter the aggregate voting power of the Class A Common Shares or the Class B Common Shares as contemplated by Bye-law 4.

3.7 Call Rights Over Shares for Certain Other Shareholders.

(a) Within 270 days following (x) the death, Disability, resignation from employment or directorship with or consulting services to the Company, its Subsidiaries or AAM (whether with or without Good Reason) or termination of employment with or consulting services to the Company, its Subsidiaries or AAM (whether for Cause or without Cause) of any employee, director or consultant of the Company, its Subsidiaries and/or AAM (each a "Termination Event") or (y) with respect to any unvested Shares that vest following a Termination Event, the vesting date of any such Shares, the Company shall have the right (but not the obligation) to repurchase all or any portion of the Shares of such employee, director or consultant who is an Other Shareholder and all or any portion of the Shares of any Other Shareholder holding Shares principally for the benefit of such employee, director or consultant and his, her or its Permitted Transferees, and such Other Shareholder(s) shall be obligated to sell any such Shares subject to the repurchase in accordance with this Section 3.7 and any outstanding Commitments shall be terminated in the discretion of the Board. In connection with the foregoing, the Company does not intend to repurchase any Vested Class M Common Shares that have not been vested for longer than six (6) months. Any Permitted Transferee that received Shares pursuant to clause (b) of the definition of Permitted Transfer shall be subject to this Section 3.7 as if such Permitted Transferee and such Other Shareholder (through which such Permitted Transferee received such Shares) are one and the same. For the avoidance of doubt, the Company's repurchase of a portion of the Shares held by any Other Shareholder shall not preclude the Company from repurchasing additional Shares held by such Other Shareholder at a later date or dates within the 270-day periods described above.

(b) In the event that the Company wishes to exercise its rights pursuant to this Section 3.7, the Company shall deliver to such Other Shareholder whose Shares are being repurchased (or his, her or its heirs or representatives), a timely written notice (the

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“Repurchase Notice”) that sets forth (i) the number of Shares the Company is repurchasing, (ii) an indication of the price to be paid for each such Shares provided that the final determination of fair market value shall be made as of the closing date of such transaction (the “Repurchase Date”) and (iii) the anticipated closing date of such transaction. The Company shall have the right to revoke the Other Shareholder Repurchase Notice at any time prior to the consummation of such repurchase.

(c) Any repurchase of Shares by the Company pursuant to the terms of this Section 3.7 shall be consummated within thirty (30) days following delivery of a Repurchase Notice; provided, however, if an Other Shareholder whose Shares are being repurchased demands an appraisal pursuant to Section 3.7(h), such repurchase shall occur within thirty (30) days following the determination of fair market value as provided therein. Any repurchase of Shares by the Company pursuant to the terms of this Section 3.7 shall be made:

(i) in respect of any Purchased Shares or Fully-Paid Awarded Shares held by any Other Shareholder, in cash at a price per Share equal to the fair market value of such Shares as of the Repurchase Date (as determined by the Board in good faith); and

(ii) in respect of any Vested Class M Common Shares held by any Other Shareholder, in cash at a price per Share equal to the fair market value of such Shares as of the Repurchase Date (as determined by the Board in good faith).

(d) The Repurchase Price (defined below) shall be paid in a lump sum cash payment on the consummation date referred to in the Repurchase Notice. Each of Other Shareholder hereby agrees that upon such Other Shareholder’s receipt of such Repurchase Price, any outstanding Shares then owned by such Other Shareholder that are sold pursuant to Section 3.7, shall automatically be transferred, sold and assigned to the Company and the Secretary of the Company shall automatically and irrevocably be appointed to transfer such Shares to the Company on the books of the Company with full power of substitution. For purposes of this Section 3.7, the “Repurchase Price” means the price referred to in Sections 3.7(c)(i)-(ii), as applicable.

(e) Such Other Shareholder agrees to provide representations and warranties regarding (i) its power, authority and legal capacity to enter into such sale and to transfer valid right, title and interest in such Shares or other Equity Securities; (ii) its ownership of such Shares and the absence of any liens, pledges, and other encumbrances on such Shares or other Equity Securities; and (iii) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Other Shareholder or the assets of such Other Shareholder are bound as the result of such sale.

(f) If an Other Shareholder holds Shares which the Company wishes to repurchase in accordance with this Section 3.7, the Other Shareholder shall be entitled to payment in accordance with Section 3.7(c), but shall no longer be entitled to participation in the Company or enjoy other rights as a shareholder with respect to the Shares subject

to such repurchase. To the maximum extent permitted by law, the Other Shareholders' rights following the Repurchase Notice, with respect to the repurchase of Shares covered thereby, shall be solely the rights that he or she has as a general creditor of the Company to receive the amount set forth in Section 3.7(c).

(g) The fair market value of a Common Share shall be determined by the Board as of the date of the Repurchase Notice in such manner as the Board deems appropriate, provided such determination is made in good-faith and assumes the consummation at such time of a Liquidation for cash and the distribution of the proceeds thereof in accordance Section 4 of the Bye-laws of the Company after giving effect to the provisions of any restricted share award agreement. In connection with such determination, the Board may use valuation models as the Board deems appropriate and customary for valuing the Company and its subsidiaries as a whole and on a going concern basis. The Board may, but is not required to, base its determination of fair market value on the advice of an independent investment banker or appraiser recognized to be an expert in making such valuation.

(h) The Other Shareholder may demand that the Board provide him or her with a written calculation of the fair market value and may examine the Company's books and records on which the calculation is based. Within ten (10) days of receiving the Company's written calculation, the Shareholder may provide the Board with a written objection identifying in reasonable detail any objections to the calculation of the fair market value and an alternative calculation of the fair market value (the "Objection Notice"). The Board and the Other Shareholder shall negotiate in good faith to determine the fair market value. If the Board and the Other Shareholder are unable to agree on a fair market value within ten (10) days of the date of the Objection Notice, the Other Shareholder may request in writing an independent valuation of the fair market value by an appraiser mutually agreed upon by the Board and the Other Shareholder (the "Appraisal Request"). If the parties are unable to agree on an appraiser within ten (10) days of the date of the Appraisal Request, each party shall submit the name of one nationally or internationally recognized firm that is engaged in the business of valuing non-public securities of life insurance companies and to the extent the parties are unable to agree on either of the two proposed firms, then the parties shall request that the two suggested firms jointly select a third firm that meets the same requirements applicable to the other two firms set forth above, which selection shall constitute the selected appraiser (acting as an expert in valuation and not as an arbitrator). The determination of fair market value by the selected appraiser shall be final and binding upon all parties solely for purposes of this Section 3.7. If the appraiser's determination of the fair market value is equal to or greater than 120% of the Board's determination of fair market value, the full cost of appraisal shall be borne by the Company. If the appraiser's determination of the fair market value is less than 120% of the Board's determination of fair market value, the full cost of appraisal shall be borne by the Other Shareholder.

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3.8 Information Rights: Covenants

(a) Financial Reports. Except as otherwise determined by the Audit Committee, the Company shall deliver to each of the Shareholders:

(i) within 75 days after the end of each calendar quarter, beginning March 31, 2014, (A) unaudited GAAP consolidated financial statements of the Company for such calendar quarter; and (B) 10K view of earnings, of the Company for such calendar quarter; provided that the Company shall not be required to deliver any such report with respect to the fourth calendar quarter except described in Section 3.8(a)(ii);

(ii) within 120 days after the end of each fiscal year of the Company, (A) audited GAAP consolidated financial statements of the Company for such fiscal year; (B) 10K view of earnings of the Company for such fiscal year; and (C) cash flow statement of the Company on a GAAP basis for such fiscal year; and

(iii) to the extent the Company is required by law or pursuant to the terms of any outstanding indebtedness of the Company to prepare such reports, any annual reports, quarterly reports and other periodic reports pursuant to Sections 13 or 15(d) of the Exchange Act of 1934, as amended, and if such reports are actually prepared by the Company, as soon as practical.

All financial statements to be delivered under this Section 3.8(a) shall be presented in a format in accordance with the books and records of the Company and its Subsidiaries and shall have been prepared in accordance with generally accepted accounting principles ("GAAP"), except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments.

(b) Consultation. The Apollo Shareholders shall have the right to consult with and advise the management of the Company and its Subsidiaries, upon reasonable notice and at reasonable times from time to time, on all matters relating to the operations of the Company and its Subsidiaries.

(c) Electronic Delivery. The Company may establish a secure online dataroom for the provision of information to Shareholders, and access to such dataroom (including email notifications of the addition of a document to such dataroom) shall be provided to the person(s) designated by each Shareholder in writing. The inclusion of information in such dataroom or the filing of any periodic reports with the United States Securities and Exchange Commission shall be deemed to constitute delivery to the Shareholders in compliance with Section 3.8(a) without any further action by the Company.

(d) Confidentiality; Privilege. Notwithstanding the foregoing, the Company is not required to provide any information or documents pursuant to this Section 3.8 if doing so would violate any confidentiality obligation or would waive or diminish any attorney work-product protections, attorney-client privileges or similar protections.

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3.9 Reorganization: Recapitalization

(a) In the event that the Board determines that it is in the best interest of the Company to domesticate the Company to the United States of America or any other foreign jurisdictions, or otherwise effect a Reorganization of the Company, each of the Company and each Shareholder agrees to consent to and raise no objections against or impediments to such domestication Reorganization of the Company, and each of the Shareholders shall use its reasonable efforts to take all such actions as the Company may request that are necessary or appropriate to give effect to such domestication or Reorganization of the Company.

(b) In the event that any Shareholder fails for any reason to take any of the foregoing actions after reasonable notice thereof, such Shareholder hereby grants an irrevocable power of attorney and proxy to the Chief Executive Officer of the Company or an assignee of such Person to take all necessary actions and execute and deliver all documents deemed by such Person to be reasonably necessary to effectuate the terms of this Section 3.9.

(c) In connection with a QIPO, if the Board determines that it is reasonably necessary to consummate a QIPO, the Shareholders agree to use reasonable best efforts to cause the Company to recapitalize the Class A Common Shares, Class B Common Shares and Class M Common Shares to permit the Class A Common Shares, Class B Common Shares and Class M Common Shares to hold the same class of common equity that the Company proposes to list in connection with such QIPO. In connection with such recapitalization, the value of any equity securities (such value, in the aggregate, being the assumed "liquidation amount") to be distributed to the holders of Class A Common Shares, Class B Common Shares and Class M Common Shares in exchange therefor shall be determined by the Board and allocated among the holders of Class A Common Shares, Class B Common Shares and Class M Common Shares in the same amounts as if there was a Liquidation and only the liquidation amount was to be distributed to the holders of Class A Common Shares, Class B Common Shares and Class M Common Shares in accordance with the provisions of Section 4 of the By-laws of the Company after giving effect to the provisions of any restricted share award agreement. Each Shareholder hereby agrees to take any action and execute any documents as the Board reasonably requests to effectuate such exchange.

3.10 Class A Common Share and Class B Common Share Preference

(a) In the event of a Liquidation, each Shareholder shall use his, her or its best efforts to ensure that the Class A Common Shares and Class B Common Shares receive (out of the proceeds of such Liquidation distributable to the Company's equityholders) the full amount that they are entitled to receive in connection with the consummation at such time of a Liquidation for cash and the distribution of the proceeds thereof in accordance with the provisions of Section 4 of the By-laws of the Company after giving effect to the provisions of any restricted share award agreement.

(b) Notwithstanding anything in Bye-law 4.5, each of the Shareholders and the Company acknowledges the various restricted share award agreements and agree to give effect to the agreements set forth therein, including without limitation, any vesting, liquidation preference and other rights and obligations.

3.11 Agreement to Provide Certain Information: FATCA

(a) Each Shareholder agrees that upon the Company's request, the Shareholder will provide to the Company any information requested that is necessary for the Company to prevent or reduce the rate of withholding on premiums or other payments it receives, to make payments to the Shareholder without or at a reduced rate of withholding, or to enable the Company to satisfy any reporting or withholding requirements under the Code or other applicable law. Each Shareholder also agrees to provide, upon request by the Company, any certification or form required by law regarding such information that is requested by the Company, to the extent permissible to do so under applicable law. Each Shareholder acknowledges that such information may be required by law to be disclosed to taxing or governmental authorities or to Persons making payments to the Company, and each Shareholder hereby consents to such disclosure. Each Shareholder acknowledges that failure to provide the information provided by the Company pursuant to this paragraph may result in withholding on payments made to the Shareholder consistent with applicable law.

(b) The U.S. tax provision commonly known as the Foreign Account Tax Compliance Act, the regulations (whether proposed, temporary or final), including any subsequent amendments, and administrative guidance promulgated thereunder (or which may be promulgated in the future) and any applicable intergovernmental agreements in respect thereof (or any similar intergovernmental agreements which may be applicable to the Company or any Subsidiary of the Company), including any implementing legislation, regulations and guidance promulgated (or which may be promulgated) thereunder and any subsequent amendments to any of the foregoing ("FATCA") impose or may impose a number of obligations on the Company or the Subsidiaries of the Company. In this regard:

(i) Each Shareholder acknowledges that, in order to comply with the provisions of FATCA and avoid the imposition of U.S. federal withholding tax, the Board may, from time to time and to the extent provided under FATCA, (i) require further information and/or documentation from such Shareholder, which information and/or documentation may (A) include, but is not limited to, information and/or documentation relating to or concerning such Shareholder, such as Shareholder's direct and indirect beneficial owners (if any), and any such Person's identity, residence (or jurisdiction of formation) and income tax status, and (B) need to be certified by such Shareholder under penalties of perjury, and (ii) provide or disclose any such information and documentation to governmental agencies of the United States or other jurisdictions (including the U.S. Internal Revenue Service (the "IRS")) and Persons from or through which the Company or any Subsidiary of the Company may receive payments or with which the Company or any Subsidiary of the Company may have an account (within the meaning of FATCA).

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(ii) Each Shareholder agrees that it shall provide such information and/or documentation concerning itself and its direct and indirect beneficial owners (if any), as and when requested by the Board, as the Board, in its sole discretion, determines is necessary or advisable for the Company to comply with its obligations under FATCA, including, but not limited to, in connection with the Company or any of its Affiliates entering into or amending or modifying an “FFI Agreement” (as defined under FATCA) with the IRS and maintaining ongoing compliance with such agreement. Each Shareholder should consult its tax advisors as to the type of information that may be required from such Shareholder under this Section 3.11(b).

(iii) Consistent with FATCA, each Shareholder agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent the Company’s compliance with its obligations under FATCA, including under any FFI Agreement, and hereby consents to the disclosure by the Company or any Subsidiary of the Company of any information regarding such Shareholder (including information regarding its direct and indirect beneficial owners, if any) as the Company or any Subsidiary of the Company determines is necessary or advisable to comply with FATCA (including the terms of any FFI Agreement).

(iv) Each Shareholder acknowledges that if such Shareholder does not timely provide and/or update the requested information and/or documentation or waiver, as applicable (a “FATCA Compliance Failure”), the Board may, in its sole and absolute discretion and in addition to all other remedies available at law, in equity or under this Agreement, cause such Shareholder to withdraw from the Company in whole or in part.

(v) To the extent that the Company or any Affiliate thereof suffers any withholding taxes, interest, penalties or other expenses or costs on account of any Shareholder’s FATCA Compliance Failure, unless otherwise agreed by the Board, (i) such Shareholder shall promptly pay upon demand by the Board to the Company or, at the Board’s direction, to the relevant Affiliate, an amount equal to such withholding taxes, interest, penalties and other expenses and costs, or (ii) the Board may reduce the amount of the next distribution or distributions which would otherwise have been made to such Shareholder or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to such Shareholder by an amount equal to such withholding taxes, interest, penalties and other expenses and costs; provided, that (1) if the amount of the next succeeding distribution or distributions or proceeds of liquidation is reduced, such amount shall include an amount to cover interest on the amount of such withholding taxes, interest, penalties and other expenses and costs at the lesser of (A) the rate of 2% per annum over the rate of interest announced

publicly from time to time by JPMorgan Chase Bank in New York, New York as such bank's prime rate, and (B) the maximum rate permitted by applicable law, and (2) should the Board elect to so reduce such distributions or proceeds, the Board shall use commercially reasonable efforts to notify such Shareholder of its intention to do so. Whenever the Board makes any such reduction of the proceeds payable to a Shareholder pursuant to clause (ii) of the preceding sentence, for all other purposes such Shareholder may be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such reduction. Unless otherwise agreed to by the Board in writing, each Shareholder shall indemnify and hold harmless the Company and its Affiliates from and against any withholding taxes, interest, penalties or other expenses or costs with respect to such Shareholder's FATCA Compliance Failure.

(vi) Each Shareholder acknowledges that the Board (or the applicable Affiliate of the Company) will determine in its sole discretion how to comply with FATCA.

(vii) Each Shareholder acknowledges and agrees that it shall have no claim against the Board or the Company (or its Affiliates) for any damages or liabilities attributable to any FATCA compliance related determinations pursuant to Section 3.11(b)(vi).

ARTICLE IV

MISCELLANEOUS

4.1 Termination.

This Agreement shall automatically terminate and be of no further force or effect (a) with respect to Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8(a) and 3.9 on the closing of an QIPO, (b) with respect to Section 3.7 on the second anniversary of the date upon which the registration statement pursuant to an QIPO shall have been declared effective, (c) without any action by any party hereto as to each Shareholder when such Shareholder ceases to own or control any Shares or to be committed to subscribe for any Common Shares and (d) upon the execution and delivery to the Company of a written instrument approving the termination of this Agreement, signed by the holders of a majority of the Apollo Shares, the holders of a majority of the Other Shares and the holders of at least a majority of the outstanding Common Shares then owned or held by the Management Shareholders; provided that ARTICLE IV of this Agreement shall survive such termination.

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

4.2 Legend on Share Certificates

Each certificate representing shares of capital stock that are subject to this Agreement shall bear a legend substantially in the following form:

“THE SALE, TRANSFER, ASSIGNMENT, PLEDGE, OR ENCUMBRANCE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE RIGHTS OF THE HOLDER OF SUCH SECURITIES ARE SUBJECT TO A SIXTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT DATED APRIL 4, 2014, AMONG ATHENE HOLDING LTD. AND CERTAIN HOLDERS OF ITS OUTSTANDING CAPITAL STOCK, AS AMENDED FROM TIME TO TIME. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF ATHENE HOLDING LTD.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES OR BLUE SKY LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR LAWS.”

4.3 Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY ONLY BE BROUGHT AND ENFORCED IN EITHER THE COURTS OF BERMUDA OR THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF BERMUDA OR THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM

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THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENTERED IN AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4.4 Severability.

It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

4.5 Assignments; Successors and Assigns.

Except in connection with any Transfer of Shares in accordance with this Agreement, the rights of each party under this Agreement may not be assigned. This Agreement shall bind and inure to the benefit of the parties and their respective successors, permitted assigns, legal representatives and heirs.

4.6 Amendments; Waivers.

This Agreement may only be modified or amended by an instrument in writing signed by each of (a) the Company and (b) the holders of at least a majority of the Apollo Securities, provided, however, that (i) any amendment or modification that is adverse to Other Shareholders and does not adversely affect the Apollo Shareholders in a similar and proportionate manner shall require the consent of the holders of at least a majority of the Other Securities, (ii) any amendment or modification (other than any amendment or modification with respect to a reorganization or recapitalization in accordance with Section 3.9) that would materially, adversely and disproportionately affect the rights, obligations, powers or preferences of any class of Common Shares without similarly affecting the rights, obligations, powers or preferences of all classes of Common Shares shall require the consent of the holders of at least a majority of Common Shares of such class so affected, (iii) any amendment or modification that would materially, adversely and disproportionately affect the rights, obligations, powers or

preferences of any Shareholder with respect to a class of Shares, in his, her or its capacity as a holder of such class of Shares without similarly affecting the rights, obligations, powers or preferences of all holders of such class of Shares, shall not be effective as to such Shareholder without his, her or its prior written consent (provided that Section 3.3, Section 3.4 and Section 3.7 may not be amended or modified in any manner materially adverse to the Management Shareholders without the prior written consent of the holders of the majority of the outstanding Class A Common Shares and Commitments to subscribe for additional Shares held by the Management Shareholders), and (iv) the Company shall automatically amend Annex I hereto without the consent of the Shareholders and shall distribute such amended Annex I to each of the Shareholders upon any change in any Shareholder's information thereon, such as a change in the Shareholder's notice information and a Transfer of Shares by a Shareholder in accordance with this Agreement. To be effective, any waiver of any provision of this Agreement requested by any party hereto must be granted in writing by the party against whom such waiver is sought to be enforced. The holders of a majority of all then outstanding (x) Apollo Securities may grant a waiver on behalf of all Apollo Shareholders, (y) Management Securities may grant a waiver on behalf of all Management Shareholders and (z) Other Securities (excluding those held by Management Shareholders) may grant a waiver on behalf of all Other Shareholders (other than Management Shareholders).

4.7 Notices.

All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by facsimile, electronic mail, nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties:

(i) if to the Company, to:

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX
Bermuda
Attention: Tab Shanafelt
Telephone: (441) 279-8414
Facsimile: (441) 279-8401
Email: tshanafelt@athene.bm

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with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Sidley Austin LLP
787 Seventh Ave.
New York, NY 10019
Attention: Samir A. Gandhi
Telephone: (212) 839-5684
Facsimile: (212) 839-5599
Email: sgandhi@sidley.com

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Harvey Eisenberg
Telephone: (212) 310-8663
Facsimile: (212) 310-8007
Email: harvey.eisenberg@weil.com

(ii) if to the Shareholders, to their respective addresses in the register of the Company.

All such notices, requests, consents and other communications shall be deemed to have been delivered and received (a) in the case of personal delivery or delivery by facsimile or electronic mail, on the date of such delivery, (b) in the case of dispatch by nationally-recognized overnight courier, on the next business day following such dispatch and (c) in the case of mailing, on the third business day after the posting thereof.

4.8 Spousal Consent

Each Other Shareholder who is an individual shall cause his or her spouse (for purposes of this Agreement and Exhibit A attached hereto, including any other individual with whom such Other Shareholder has entered into a civil union, domestic partnership or similar legal arrangement), as applicable, to execute and deliver a separate consent and agreement ("Spousal Consent") in the form attached as Exhibit A hereto. The signature of a spouse on a

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

Spousal Consent shall not be construed as making such spouse a Shareholder of the Company or a party to this Agreement except as may otherwise be set forth in such consent. Each Other Shareholder who is an individual will certify his or her marital status to the Company at the Company's request.

4.9 [Reserved].

4.10 Headings.

The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

4.11 Nouns and Pronouns.

Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.

4.12 Entire Agreement; Inconsistency.

This Agreement, together with the Exhibits and Annexes, and the Subscription Agreements and the other agreements contemplated herein and therein, contain the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, with respect to such subject matter, including the Original Shareholders Agreement; provided, however that any actions properly taken in accordance with the Prior Shareholders Agreements prior to the date hereof are not intended to be invalidated by this Agreement. The parties hereto represent and warrant that there are no other agreements or understandings, written or oral, regarding any of the subject matter hereof other than as set forth herein and covenant not to enter into any such agreements or understandings after the date hereof, except pursuant to an amendment, modification or waiver of the provisions of this Agreement. In the event that any provision of any Organizational Document is inconsistent with any provision in this Agreement, (i) the provisions of this Agreement shall govern and (ii) the Shareholders shall take such action as may be necessary to amend the applicable provision in such Organizational Document in order to correct such inconsistency in favor of such provision of this Agreement. In the event that such provision is required to be set forth in any Organizational Document in order to be enforceable upon the Company and/or the Shareholders under applicable law, the Shareholders shall take such action as may be necessary to amend such Organizational Document in order reflect the applicable provision of this Agreement.

4.13 Counterparts.

This Agreement may be executed in any number of original or facsimile counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

4.14 Further Assurances.

Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as are required in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

4.15 Remedies.

Each party hereto acknowledges and agrees that in the event he, she or it fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the other parties hereto, and agrees that the other parties hereto shall be entitled to specific performance and/or temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

4.16 No Conflicting Agreements.

No Shareholder shall enter into any agreements or arrangements of any kind with any Person with respect to any Securities or other Equity Securities that prohibits such Shareholder from complying with the applicable provisions of this Agreement (whether or not such agreements or arrangements are with other Shareholders or with Persons that are not party to this Agreement).

4.17 Confidentiality.

(a) Each Shareholder agrees that it will use the Confidential Information (as defined in Section 4.17(b) below) solely for the purpose of monitoring and managing its investment in the Company and will use reasonable precautions in accordance with its established procedures to keep such information confidential; provided, however, that any such information may be disclosed to such Shareholder's affiliates, partners and its and their respective directors, officers, employees, agents, counsel, auditors, advisors, consultants and representatives (collectively, (including the affiliates and partners), the "Representatives") who need to know such information for the purpose of monitoring and managing such Shareholder's investment in the Company (it being understood that such Representatives shall be informed by such Shareholder of the confidential nature of such information and agree to abide by these confidentiality provisions). To the extent permitted by applicable law, each Shareholder agrees to be responsible for any breach of this Agreement that results from the actions or omissions of such Shareholder's Representatives.

(b) The term "Confidential Information" means (i) all information related to the Company and its Subsidiaries provided to such Shareholder by or on behalf of the Company or its Affiliates (the "Furnishing Parties"), and (ii) all analyses developed by such Shareholder using any information specified under clause (i) above. The term "Confidential Information" shall not include information that (A) is or becomes generally available to the public other than as a result of a disclosure by such Shareholder in

violation of this Agreement, (B) was within such Shareholder's possession prior to its being furnished to it by a Furnishing Party or their respective representatives, provided that the source of such information was not known by such Shareholder to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party or any other party with respect to such information or (C) is or becomes available to such Shareholder on a non-confidential basis from a source other than a Furnishing Party or their respective representatives, provided that such source is not known by such Shareholder to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party, or any other party with respect to such information.

(c) Each Shareholder shall be permitted to disclose any Confidential Information in the event that such Shareholder is otherwise required by law or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction) or in connection with any legal proceedings. Each Shareholder agrees that it will notify the Company as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

(d) Notwithstanding the foregoing, each Shareholder shall be permitted to disclose certain information that may constitute Confidential Information in order to comply with its reporting obligations to its direct and indirect investors and equity holders, if any, including: (i) the name and brief description of the Company and the date of the Investor's investment in the Company, (ii) the amount of the Investor's total Commitment and such equity holder's indirect share of such Commitment; and (iii) the quarterly valuation of the Investor's investment in the Company; provided, that nothing in this Section 4.17(d) shall supersede the confidentiality obligations of the Investor set forth in the Confidentiality Agreement between the Company, on one hand and the Investor (or one of its affiliates), on the other hand, entered into in connection with the due diligence process regarding the private placement of Shares by the Company in 2014.

(e) The Company acknowledges its confidentiality obligations, if any, to each Shareholder as set forth in each Shareholder's subscription agreement.

* * * * *

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amended and Restated Shareholders Agreement on the date first written above.

COMPANY:

ATHENE HOLDING LTD.

By: _____

Name:

Title:

SHAREHOLDERS AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amended and Restated Shareholders Agreement on the date first written above.

SHAREHOLDERS:

By: _____
Name:
Title:

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

ANNEX I

SHAREHOLDINGS – COMMON SHARES

Name of Investor	Total Common Shares
AHL 2014 Investor, L.P.	6,730,769.23
Stanhope Investments	4,615,384.32
2403304 Ontario Limited	5,769,230.77
Normanton Investments Pte. Ltd.	2,884,615.38
CREL/OAC L.L.C.	2,500,000.00
Stepstone K Strategic Opportunities Fund L.P.	1,846,153.85
Arizona State Retirement System	1,846,153.85
GIM Investments PCC Ltd - Alpha Cell	1,153,846.15
Ace Touche Investments Ltd	1,730,769.23
Pantheon Global GT Fund, L.P.	769,230.77
Pantheon Global HO Fund, L.P.	769,230.77
Pantheon Global Co-Investment Opportunities Fund II, L.P.	439,076.92
Pantheon Global Co-Investment Opportunities Fund II (Sidecar), L.P.	137,846.15
40 North Investments LP	618,131.92
Alettar LLC	343,406.54
GCM AHL Holdings, LLC	673,076.92
State Street Australia Limited as custodian for Sunsuper Superannuation Fund	576,923.08
Margaret A. Cargill Foundation	250,000.00
Anne Ray Charitable Trust	288,461.54
First Gulf Bank PJSC	769,230.77
Jungfrau SICAV-SIF	673,076.92
Albres Holding AG	86,538.46
Tramontana Pte. Ltd	67,307.69
Gaby Salem	76,923.08
Robert Wood Johnson Foundation	480,769.23
MSA Collateral Partners LLC	346,153.85
Macro Continental, Inc.	307,692.31
Boscolo Intervest Limited	307,692.31
Woodburn Holdings II, S.A.	38,461.54
Primatec Holdings, S.A.	38,461.54
SL Family Partners L.P.	307,692.31
Gladwyne Master Fund Limited	153,846.15
Aliya Z. Tabani	38,461.54
Zeshan Z. Tabani	38,461.54
2005 ZST/TBT Descendants' Trust - T Agreement dated February 22, 2005	115,384.62
ACE Buyout II SPC Ltd. on behalf of Athene SP	76,923.08
Saiso Partners LLC	19,230.77

LaM Financial Holdings, Ltd., L.L.L.P.	19,230.77
Johnson/Martin Revocable Trust	9,615.38
Steven William Spira	19,230.77
Serengeti Opportunities MM L.P.	346,153.85
Serengeti Multi-Series Master LLC-Series E	1,000,000.00
KG Investments Fund LLC	384,615.38
KG Select Opportunity Fund LP	692,307.69
Kingdon Associates	66,538.46
Kingdon Family Partnership, L.P.	13,230.77
M. Kingdon Offshore Master Fund L.P.	112,538.46
Boathouse Row I, LP	63,584.58
Boathouse Row II, LP	22,304.54
Boathouse Row Offshore, LTD	115,384.15
Boathouse Row Offshore Regatta,LTD	29,495.96
Anchorage Capital Master Offshore, Ltd.	769,230.77
The Selz Foundation, Inc	9,615.38
KSH Structured Investments II, L.L.C.	769,230.77
Silver Point Partner Trust A	57,692.31
Silver Point Partner Trust B	57,692.31
2011 Mule Family GST Trust #1	115,384.62
Cohesive Capital Partners, L.P.	384,615.38
Michael A. Perelman	3,846.15
Sun Mountain Capital Limited	384,615.38

[TO BE SUPPLEMENTED]

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

EXHIBIT A

FORM OF SPOUSAL CONSENT

Dated _____, 20____

Reference is hereby made to the Sixth Amended and Restated Shareholders Agreement, dated as of April 4, 2014 (as amended, restated, modified, supplemented or otherwise changed from time to time in accordance with its terms, the "Agreement"), among **ATHENE HOLDING LTD.**, a Bermuda limited liability company (the "Company") and the parties signatory thereto. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed thereto in the Agreement.

This Spousal Consent is being delivered pursuant to Section 4.8 of the Agreement, a copy of which has been provided to the undersigned ("Spouse"). Spouse, as the spouse of (the "Relevant Other Shareholder"), consents to all of the provisions of the Agreement and to the extent that Spouse may lawfully do so, Spouse confirms that the Relevant Other Shareholder may act alone with respect to all matters in connection with the Agreement. Spouse also confirms that the Relevant Other Shareholder may enter into agreements pursuant to the Agreement and consent to and execute amendments thereof, without further signature or consent of, or notice to, Spouse. Spouse further agrees that he/she will not take any action to oppose or otherwise hinder the operation of the provisions of the Agreement.

To the extent of any property interest that Spouse may have in such Other Shareholder Shares, Spouse consents to be bound by the terms of the Agreement, including, without limitation, restrictions on transfer and obligations to sell set forth therein.

Name of Spouse

ATHENE HOLDING LTD. – SHAREHOLDERS AGREEMENT

Annex 2

Letter Agreements Between Company and Other Shareholders

See attached.



April 4, 2014

AAA Guarantor – Athene L.P.
Trafalgar Court
Les Banques
St. Peter Port
Guernsey
GY1 3QL
Attn: Paul Guilbert

Apollo Life Re Ltd.
c/o Walkers Corporate Services Limited
Walker House
87 Mary Street
Grand Cayman KY1-9001
Cayman Islands

With a copy to:

Apollo Management L.P.
9 West 57th Street
New York, New York 10019
Attn: Imran Siddiqui

Ladies and Gentlemen:

Reference is made to the Sixth Amended and Restated Shareholders Agreement, dated as of April 4, 2014 (the "Sixth SHA"), by and between Athene Holding Ltd. (the "Company") and the Shareholders party thereto. Terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Sixth SHA.

This letter agreement (this "Letter Agreement") is entered into between the Company and AAA Guarantor – Athene L.P. and Apollo Life Re Ltd., and the provisions hereof shall apply to any other Shareholder that may be deemed to be an "Apollo Shareholder" for purposes of the Sixth SHA (collectively, the "Apollo Shareholders"). This Letter Agreement is being entered into in connection with the Company's offering of additional common shares, which is expected to close on or about April 4, 2014 (the "Private Placement").

A. Board Representation for the Apollo Shareholders; Covenants

1. For so long as AAA Guarantor – Athene L.P. holds any Equity Securities directly or indirectly, AAA Guarantor – Athene L.P. shall have the right to have one representative present (whether in person or by telephone) at all meetings of the Board (and committees thereof); provided that such representative shall not be entitled to vote at such meetings. The Company shall send to each such representative all of the notices, information and other materials that are distributed to the Directors and shall provide such representative with a notice and agenda of each meeting of the Board (and committees thereof) all at the same time and in the same manner as such notices, agenda, information and other materials are provided to the members of the Board; provided, however, that upon the request of any such representative, the Company shall refrain from sending such notices, information and other materials to such representative for so long as such representative shall request. AAA Guarantor – Athene L.P. shall provide notice to the Company of the identity and address of, or any change with respect to the identity or address of, such representative.

2. The Company and the Apollo Shareholders agree to take all actions necessary to ensure the foregoing.

B. Information Rights for the Apollo Shareholders; Covenants

The Apollo Shareholders shall be entitled to receive regular and suitable business (e.g., sales, marketing and technology), financial and other information reasonably appropriate to monitor and manage their ownership interests and such other information as they may reasonably request, from time to time. Such information will include, without limitation, the following:

1. Access to Records. The Company shall, and shall cause each Subsidiary of the Company to, afford to each Apollo Shareholder and each of their respective officers, employees, advisors, counsel and other authorized representatives, during normal business hours, reasonable access, upon reasonable advance notice, to all of the books, records and properties of the Company and each such Subsidiary and all officers and employees of the Company and each such Subsidiary.

2. Budget. Except as otherwise determined by the Audit Committee, 45 business days following the beginning of each quarter and annual fiscal period, the Company shall deliver management's most recently prepared projections and the current budget for the year-to-date for the Company and its Subsidiaries, in form, methodology, and level of detail reasonably satisfactory to the Apollo Shareholders.

3. Miscellaneous. As promptly as practicable upon becoming available, the Company shall provide to each Apollo Shareholder:

a. copies of all reports, press releases, notices, proxy statements and other documents sent by the Company or its Subsidiaries to its or their shareholders generally or released to the public and copies of all regular and periodic reports, if any, filed by the Company or its Subsidiaries with the Commission, any securities exchange or FINRA or similar Governmental Authority; provided that, the filing of any such reports in any publicly available database or through any publicly available reporting system (including information which is available on any publicly available news web site) shall be deemed to constitute delivery to the Apollo Shareholders in compliance with this provision; provided, further, that, no financial reports are required to be delivered pursuant to this Section B-3.a;

b. notification in writing of any litigation or governmental proceeding (and any proposed compromise with respect to such litigation or governmental proceeding) in which it or any of its Subsidiaries is involved and which would likely, if determined adversely, materially and adversely affect the Company or any of its Subsidiaries;

c. notification in writing of the existence of any default under any material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of their assets are bound which would likely materially and adversely affect the Company or any of its Subsidiaries;

d. notification in writing of any material development to or affecting the business and affairs of the Company or any of its Subsidiaries, such as significant changes in management personnel and compensation or employee benefits, introduction of new lines of business, important acquisitions (and the Company and its Subsidiaries shall provide the Apollo Shareholders with the opportunity, on reasonable notice, to consult with and advise the management of the Company and its Subsidiaries on its views with respect thereto);

e. upon request, copies of all reports prepared for or delivered to the management of the Company or its Subsidiaries by its or their accountants; and

f. upon request, any other routinely collected financial or other information available to management of the Company or its Subsidiaries, subject to the preservation of all applicable attorney-client, attorney work product and other privileges.

4. VCOC. The rights granted to Apollo Life Re Ltd. and AAA Guarantor – Athene L.P. (in their respective capacities as an Apollo Shareholder) by the Company in this Letter Agreement are intended to satisfy the requirement of management rights for purposes of qualifying Apollo Life Re Ltd.'s and AAA Guarantor – Athene L.P.'s investments in the Company as "venture capital investments" for purposes of the Department of Labor "plan assets" regulation, 29 C.F.R. § 2510.3-101. In the event these rights are not satisfactory for such purpose, the Company, Apollo Life Re Ltd. and AAA Guarantor – Athene L.P. shall reasonably cooperate in good faith to agree upon mutually satisfactory management rights that satisfy such regulations. Furthermore, the rights granted to Apollo Life Re Ltd. and AAA Guarantor – Athene L.P. by the Company in this Letter Agreement are not in substitution for, and shall not be deemed to be in limitation of, any rights otherwise available to Apollo Life Re Ltd. or AAA Guarantor – Athene L.P. as a holder of any securities of the Company. In addition, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this agreement in the same manner and to the same extent that the Company would have been required to perform if no such succession had taken place.

C. Athene IPO Registration

The Company shall use its best efforts to effect, on or prior to November 30, 2015, the consummation of the sale by one or more persons in an underwritten public offering of common equity of the Company that (i) is led by a nationally recognized financial institution reasonably acceptable to the Board of Directors of the Company, (ii) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act of 1933, as amended (or applicable UK securities law), and (iii) following which such publicly-offered common equity is listed on the New York Stock Exchange, the NASDAQ Stock Market or the London Stock Exchange's Main Market.

D. Miscellaneous

1. Except as otherwise expressly provided herein, this Letter Agreement shall automatically and permanently terminate and be of no further force and effect without any action by any party hereto upon such time as there shall be no "Apollo Shareholder" for purposes of the Sixth SHA.

2. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction, or is otherwise reasonably determined (based on the advice of counsel) to be invalid, prohibited or unenforceable for any reason, such provision shall be ineffective, null and void and all actions previously taken pursuant to such provision shall be rescinded, without invalidating the remaining provisions of this Letter Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Letter Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

3. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS LETTER AGREEMENT MAY ONLY BE BROUGHT AND ENFORCED IN EITHER THE COURTS OF BERMUDA OR THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF BERMUDA OR THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENTERED IN AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4. Any person not a party hereto but who is or may become an "Apollo Shareholder" shall be considered a third party beneficiary of this Letter Agreement.

5. This Letter Agreement may only be amended by an instrument in writing signed by the parties hereto.

6. The parties hereto may execute this Letter Agreement in one or more counterparts, each of which constitutes an original copy of this Letter Agreement and all of which, collectively, constitute one agreement.

Please Acknowledge your agreement with respect to the foregoing by signing below.

Regards,

ATHENE HOLDING LTD.

By: _____

Name:

Title:

AAA GUARANTOR — ATHENE L.P., Shareholder

By: AAA Investments, L.P.,
its general partner

By: AAA Associates, L.P.,
its general partner

By: AAA MIP Limited,
its general partner

By: Apollo Alternative Assets, L.P.,
its service provider

By: Apollo International Management, L.P.,
its managing general partner

By: Apollo International Management GP, LLC,
its general partner

By: _____
Name:
Title:

_____ Date

By: _____
Name:
Title:



April 4, 2014

Palmetto Athene Holdings (Cayman), L.P.
c/o Apollo Global Management, LLC
Cayman Islands

Ladies and Gentlemen:

Reference is made to the Sixth Amended and Restated Shareholders Agreement, dated as of April 4, 2014 (the "**Sixth SHA**"), by and between Athene Holding Ltd. (the "**Company**") and the Shareholders party thereto. Terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Sixth SHA.

This letter agreement (this "Letter Agreement") is entered into between the Company and Palmetto Athene Holdings, L.P. ("Palmetto"). This Letter Agreement is being entered into in connection with the Company's offering of additional common shares, which is expected to close on or about April 4, 2014 (the "**Private Placement**").

A. Board Representation for Palmetto; Covenants

1. For so long as Palmetto owns at least 2,500,000 Common Shares, inclusive of any shares that Palmetto is committed to purchase upon the request of the Company but have not yet been purchased, and as such number may be equitably adjusted to neutralize the effect of any stock dividends, stock splits, share recombinations or other pro-rata recapitalizations that may affect the number of outstanding Common Shares, Palmetto shall have the right to have one representative present (whether in person or by telephone) at all meetings of the Board (and committees thereof); provided that such representative shall not be entitled to vote at such meetings. The Company shall send to each such representative all of the notices, information and other materials that are distributed to the Directors and shall provide such representative with a notice and agenda of each meeting of the Board (and committees thereof) all at the same time and in the same manner as such notices, agenda, information and other materials are provided to the members of the Board; provided, however, that (i) upon the request of any such representative, the Company shall refrain from sending such notices, information and other materials to such representative for so long as such representative shall request, (ii) such representative shall agree to hold all information so provided in confidence and trust in accordance with, and agrees to be bound by, the confidentiality provisions set forth in the Palmetto Subscription Agreements and (iii) the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if the Board determines in good faith that access to such information or attendance at such meeting would adversely affect the attorney-client privilege between the Company and its counsel or would result in disclosure of trade secrets to such representative or if such representative is a direct competitor of the Company. Palmetto shall provide notice to the Company of the identity and address of, or any change with respect to the identity or address of, such representative. For the purposes hereof, the

“Palmetto Subscription Agreements” shall mean (i) that certain Subscription Agreement dated as of October 13, 2010, by and between the Company and Palmetto (as amended, supplemented or modified from time to time) and (ii) that certain Subscription Agreement dated as of November 3, 2011, by and between the Company and Palmetto (as amended, supplemented or modified from time to time). The Company and Palmetto agree to take all actions necessary to ensure the foregoing.

B. Information Rights for Palmetto; Covenants.

Palmetto shall be entitled to receive regular and suitable business (e.g., sales, marketing and technology), financial and other information reasonably appropriate to monitor and manage its ownership interests and such other information as it may reasonably request, from time to time. Such information will include, without limitation, the following:

1. Access to Records. The Company shall, and shall cause each Subsidiary of the Company to, afford Palmetto and its officers, employees, advisors, counsel and other authorized representatives, during normal business hours, reasonable access, upon reasonable advance notice, to all of the books, records and properties of the Company and each such Subsidiary and all officers and employees of the Company and each such Subsidiary.

2. Budget. Except as otherwise determined by the Audit Committee, 45 business days following the beginning of each quarter and annual fiscal period, the Company shall deliver management’s most recently prepared projections and the current budget for the year-to-date for the Company and its Subsidiaries, in form, methodology, and level of detail reasonably satisfactory to Palmetto.

3. Miscellaneous. As promptly as practicable upon becoming available, the Company shall provide to Palmetto:

a. copies of all reports, press releases, notices, proxy statements and other documents sent by the Company or its Subsidiaries to its or their shareholders generally or released to the public and copies of all regular and periodic reports, if any, filed by the Company or its Subsidiaries with the Commission, any securities exchange or FINRA or similar Governmental Authority; provided that, the filing of any such reports in any publicly available database or through any publicly available reporting system (including information which is available on any publicly available news web site) shall be deemed to constitute delivery to Palmetto in compliance with this provision; provided, further, that, no financial reports are required to be delivered pursuant to this Section B-3.a;

b. notification in writing of any litigation or governmental proceeding (and any proposed compromise with respect to such litigation or governmental proceeding) in which it or any of its Subsidiaries is involved and which would likely, if determined adversely, materially and adversely affect the Company or any of its Subsidiaries;

c. notification in writing of the existence of any default under any material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of their assets are bound which would likely materially and adversely affect the Company or any of its Subsidiaries;

d. notification in writing of any material development to or affecting the business and affairs of the Company or any of its Subsidiaries, such as significant changes in management personnel and compensation or employee benefits, introduction of new lines of business, important acquisitions;

-
- e. upon request, copies of all reports prepared for or delivered to the management of the Company or its Subsidiaries by its or their accountants; and
 - f. upon request, any other routinely collected financial or other information available to management of the Company or its Subsidiaries, subject to the preservation of all applicable attorney-client, attorney work product and other privileges.

C. Athene IPO Registration

The Company shall use its best efforts to effect, on or prior to November 30, 2015, the consummation of the sale by one or more persons in an underwritten public offering of common equity of the Company that (i) is led by a nationally recognized financial institution reasonably acceptable to the Board of Directors of the Company, (ii) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act of 1933, as amended (or applicable UK securities law), and (iii) following which such publicly-offered common equity is listed on the New York Stock Exchange, the NASDAQ Stock Market or the London Stock Exchange's Main Market.

D. Miscellaneous

1. Except as otherwise expressly provided herein, this Letter Agreement shall automatically and permanently terminate and be of no further force and effect without any action upon the consummation of a QIPO of the Company.

2. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction, or is otherwise reasonably determined (based on the advice of counsel) to be invalid, prohibited or unenforceable for any reason, such provision shall be ineffective, null and void and all actions previously taken pursuant to such provision shall be rescinded, without invalidating the remaining provisions of this Letter Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Letter Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

3. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS LETTER AGREEMENT MAY ONLY BE BROUGHT AND ENFORCED IN EITHER THE COURTS OF BERMUDA OR THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO

IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF BERMUDA OR THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENTERED IN AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4. This Letter Agreement may only be amended by an instrument in writing signed by the parties hereto.

5. The parties hereto may execute this Letter Agreement in one or more counterparts, each of which constitutes an original copy of this Letter Agreement and all of which, collectively, constitute one agreement.

Please Acknowledge your agreement with respect to the foregoing by signing below.

Regards,

ATHENE HOLDING LTD.

By: _____

Name:

Title:

PALMETTO ATHENE HOLDINGS (CAYMAN), L.P.

By: Apollo Palmetto Management, LLC,
its General Partner

By: _____
Name:
Title:



April 4, 2014

Stanhope Investments
190 Elgin Avenue
George Town
Grand Cayman KY1-9003
Cayman Islands

Stanhope Life, L.P.
87 Mary Street, Grand Cayman, KY1-9001
Cayman Islands

Stanhope Life II, L.P.
87 Mary Street, Grand Cayman, KY1-9001
Cayman Islands

Ladies and Gentlemen:

In connection with an investment by Stanhope Investments (the "Investor") in Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), and as an inducement for investment by the Investor in the Company (the "Investment"), the Company has agreed to provide the Investor with this letter agreement (the "Letter Agreement"). The Investor is, contemporaneously herewith, subscribing for an interest in the Company in a private placement (the "Private Placement"), pursuant to the Sixth Amended and Restated Shareholders Agreement of the Company, as amended from time to time (the "Shareholders Agreement"), and, assuming satisfaction of the conditions contained in the subscription agreement executed by the Investor (the "Subscription Agreement") and acceptance thereof, will become a Shareholder.

Stanhope Life, L.P. ("Stanhope Life I") and Stanhope Life II, L.P. ("Stanhope Life II") and collectively with Stanhope Life I, the "Stanhope LPs", in which Investor is a partner, are currently Shareholders in the Company and are entering into this Letter Agreement with the Company in connection with the Private Placement to reflect and update their prior understandings regarding their investments in the Company. The Investor and the Stanhope LPs are collectively referred to as the "Stanhope Group".

Terms appearing with initial capitals in this Letter Agreement shall have the meanings assigned to them in the Shareholders Agreement or Subscription Agreement, as applicable, unless such terms are otherwise defined in this Letter Agreement or the use of initial capitals is conventional in its context.

This Letter Agreement shall evidence our understanding as follows:

1. **Most Favoured Nations.** If the Company or any of its affiliates (a) enters into any side letter, subscription agreement (which contains additional agreements) and/or any other letter agreement or similar agreement (a “Side Letter Agreement”) with any future or current direct or indirect investor in the Company whose aggregate (together with those of its affiliates) investment and commitment to subscribe for additional common shares in the Company equals or is less than the Stanhope Group, such Side Letter was provided in consideration of an investment in the Company and which Side Letter Agreement establishes rights or benefits in favour of such investor that are more favourable in any material respect to such investor than the rights or benefits established in favour of the Stanhope Group, or (b) grants a waiver or modification of certain investment terms to an investor in the Company for common shares, that in each case has the effect of establishing rights or benefits in favour of such investor that are more favourable in any material respect to such investor (in its capacity as an investor in the Company) than the rights or benefits established in favour of the Stanhope Group, then in the case of either clause (a) or (b), the Company shall, or shall procure that its affiliate shall offer to the Stanhope Group (the “MFN Offer”) the opportunity to elect to receive such rights or benefits established by such Side Letter Agreement (subject to the conditions, qualifications, restrictions and limitations related to such rights or benefits set forth in or implied by such Side Letter Agreement) and in connection with such MFN Offer, the Company or its affiliate shall provide a reasonably detailed description (without disclosing the identity of such investor) of the relevant Side Letter Agreements or other relevant documents to the Stanhope Group. Provided, however, that the Company shall have no obligation to make any MFN Offer to the Stanhope Group (a) that has been granted to such other investor because such other investor is subject to any law, rule or regulation to which the Investor is not subject, (b) that has been granted in connection with a strategic transaction the purpose of which is not primarily related to the raising of capital to fund the Company’s existing business (e.g., such as acquisitions of businesses or assets for shares in the Company), (c) that has been granted to any investor in the Shareholders Agreement, the Registration Rights Agreement or the Bye-laws, (d) that has been granted to Apollo Global Management, LLC (“AGM”), any of its affiliates or any directors, officers, or full-time employees of the Company and its affiliates, (e) that is not specific to a direct or indirect investment in common shares of the Company (e.g., a right granted by AGM to an investor in an investment fund or managed account that relate to a portfolio of investments, even if one investment in the portfolio is common shares of the Company), or (f) that if given to the Stanhope Group would adversely affect, in any material respect, the tax or regulatory position of the Company or its security holders. The Investor, acting for the Stanhope Group, shall have thirty (30) days from the receipt of the MFN Offer to respond and elect to accept such additional rights and benefits.

2. **Investment Condition.** The Company acknowledges and agrees that the Investor’s aggregate \$120 million Total Commitment and its \$24 million Initial Payment Amount indicated on the Investor’s signature page to the Subscription Agreement is conditional on the Company raising at or prior to the closing relating to the Initial Payment Amount a total amount of capital that is no less than US\$500 million.

3. **25% Commitment Threshold.** The Company acknowledges and agrees that, in accordance with the Investor's policy, notwithstanding the (i) aggregate \$120 million Commitment indicated on the Investor's signature page to the Subscription Agreement, (ii) the Investor's Commitment as of the Initial Payment Amount Date (as defined in the Subscription Agreement), (iii) Stanhope Life I's Total Commitment indicated on the Stanhope Life I's signature page to the Stanhope Subscription Agreement No. 1 (as defined below at Section 15), (iv) Stanhope Life II's Total Commitment indicated on the Stanhope Life II's signature page to the Stanhope Subscription Agreement No. 2 (as defined below at Section 15), and (v) each subsequent Capital Call, the aggregate total of the foregoing cannot exceed 25% of the aggregate targeted total Commitments to the Company in the Private Placement. Accordingly, the Company agrees that at the date the Investor is admitted as a Shareholder, the Investor's Commitment shall be an amount equal to the lesser of (a) the aggregate total of the amounts indicated in the foregoing items (i) to (v) (inclusive) and (b) 25% of the aggregate total Commitments to the Company as of the date of such admission (as adjusted to take account for the effect of this provision). The Company agrees, at each subsequent closing for each Capital Call, to adjust (whether by an increase or a decrease) as may be necessary the Investor's Commitment to an amount consistent with the formula set forth in the preceding sentence.

4. **Investor Information.** The Company confirms that none of the Investor, its sole shareholder, or an Affiliate of the Investor, will be required to provide any financial statements to the Company or its lenders in connection with any borrowing by the Company or its Subsidiaries. The Company further confirms that the Investor's sole shareholder will not provide any parent guarantee with respect to such borrowing.

5. **Capital Contributions.** Subject to [Section 3](#) hereof, the Company confirms that the Investor will not be required to contribute any funds in excess of the Investor's Capital Commitment to the Company as set forth in the Investor's Subscription Agreement without its consent.

6. **Auditors.** The Company will immediately notify the Investor in writing if it changes auditors.

7. **In Specie Distributions.** The Company undertakes that distributions made to any member of the Stanhope Group by the Company will only be made in cash (other than any stock dividends, stock splits, share reclassifications, share recombinations or other pro rata recapitalizations of the common shares of the Company). Accordingly, any other securities to be distributed in kind to the account of the Investor will be disposed of by the Company prior to such distribution and the proceeds from such disposition shall be distributed to Investor in lieu thereof, and in connection therewith, the Company shall use all reasonable efforts to achieve the best possible price for the benefit of the Investor. The Investor shall be responsible for the costs related to the disposition of such assets.

8. **Notices.** Notwithstanding anything to the contrary in the Shareholders Agreement or the Subscription Agreement, the Company agrees to provide the Investor via email to ss@adcouncil.ae with a copy of notices otherwise sent to the Investor in hard

Execution

copy (whether by mail, registered mail or any other delivery service) or by facsimile transmission. The Company agrees that all notices and reports sent to the Stanhope Group pursuant to the Shareholders Agreement or the Subscription Agreement, or pursuant to any other documents delivered by the Company in connection with the Stanhope Group's investment in the Company, shall be made available in either downloadable or printable format.

9. Use of Name. The Company and any of its affiliates shall not, without the prior written consent of the Investor, (a) use, whether orally or in writing, in advertising, publicity or otherwise the name, address or other identifying information of the Investor, the parent or any affiliate of the Investor or any derivative thereof, or any director, officer or employee of the Investor or its parent or its affiliates, nor any trade name, trademark, trade device, service mark or symbol owned by the Investor or its parent or its affiliates, (b) represent, directly or indirectly, that any product or any service provided by the Company or any of its affiliates has been approved or endorsed by the Investor or any of its parent or its affiliates, or (c) disclose, whether orally or in writing, any relationship with the Investor using the Investor's or its parent's or any affiliate's name, for any reason. Notwithstanding the foregoing, the Company may make any disclosure that (i) is required by law, regulation or legal process (including pursuant to any applicable listing or exchange rules) provided that the Company shall undertake to notify the Investor in advance and in writing that it is subject to such a requirement to the extent such prior notification is reasonably practicable, or (ii) is required or contemplated by the terms of the Shareholders Agreement regarding the Investor's status as a Shareholder.

10. Commissions. The Company hereby represents and warrants to the Investor that none of the Company and any of its affiliates, or any officer, director, employee, agent or representative of any of the foregoing has directly or indirectly paid (or will directly or indirectly pay) any brokerage commission, finder's, arranger's or placement agent's fee, or any other amount of whatever nature or kind, or has directly or indirectly provided (or will directly or indirectly provide) any other benefit (whether monetary or otherwise), to any person (including the Investor or its officers or employees) in connection with the investment by the Investor in the Company, except as fully disclosed in writing to, and consented to by, the Investor prior to the closing of the investment by the Investor in the Company. Notwithstanding anything else herein, the Company confirms that none of the Company and any of its affiliates, or any officer, director, employee, agent or representative of any of the foregoing has directly or indirectly paid any brokerage commission, finder's, arranger's or placement agent's fee, or any other amount of whatever nature or kind in connection with the investment by the Investor in the Company. The Company hereby represents and warrants to the Investor that no management or incentive fees are payable by the Stanhope Group with respect to any of the securities being purchased pursuant to the Private Placement.

11. Executed Copies. The Company shall cause to be prepared and couriered to the Investor, with a copy by email to the address set forth above, within fifteen (15) days after the closing pertaining to the Investor, original copies of the executed Shareholders Agreement and Subscription Agreement, if applicable, this Letter Agreement and a trade confirmation or similar documentation confirming the Investor's investment in the Company. The Company shall provide the Investor's legal counsel at jgladis@pattonboggs.com with an electronic copy of such executed documents.

12. **Business Days.** The Company agrees that, because Friday is not a business day in Abu Dhabi and this differs from Business Days as defined in the Shareholders Agreement, the Subscription Agreement, the Registration Rights Agreement and any other agreement in connection with the Private Placement, for any notice period less than ten (10) Business Days which includes a Friday, the Investor shall be given an extra Business Day to comply with the provision to which such notice period relates.

13. **Athene IPO Registration.** The Company shall use its best efforts to effect, on or prior to November 30, 2015, the consummation of the sale by one or more persons in an underwritten public offering of common equity of the Company that (A) is led by a nationally recognized financial institution reasonably acceptable to the Board of Directors of the Company, (B) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act of 1933, as amended (or applicable UK securities law), and (C) following which such publicly-offered common equity is listed on the New York Stock Exchange, the NASDAQ Stock Market or the London Stock Exchange's Main Market (an "IPO").

14. **Notice of Changes to Entity Classification.** The Company is, and has been since the date of its formation, classified as an association taxable as a corporation pursuant to the business entity classification regulations issued by the U.S. Internal Revenue Service under section 7701 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). If the Company determines that it is in the best interest of the Company to effectuate a change in the entity classification of the Company for U.S. tax purposes (e.g., changing the Company's entity classification from a corporation to a partnership for U.S. tax purposes), the Company shall provide the Investor at least 180 days prior written notice before effectuating such change.

15. **Board Observer Right.** For so long as the Stanhope Group owns at least 2,500,000 common shares of the Company ("Common Shares"), inclusive of any shares that the Stanhope Group is committed to purchase upon the request of the Company but have not yet been purchased, and as such number may be equitably adjusted to neutralize the effect of any stock dividends, stock splits, share recombinations or other pro-rata recapitalizations that may affect the number of outstanding Common Shares, the Investor shall have the right to have one representative present (whether in person or by telephone) at all meetings of the Board (and committees thereof); provided that such representative shall not be entitled to vote at such meetings. The Company shall send to each such representative all of the notices, information and other materials that are distributed to the Directors and shall provide such representative with a notice and agenda of each meeting of the Board (and committees thereof) all at the same time and in the same manner as such notices, agenda, information and other materials are provided to the members of the Board; provided, however, that (a) upon the request of any such representative, the Company shall refrain from sending such notices, information and other materials to such representative for so long as such representative shall request, (b) such representative shall agree to hold all information so provided in confidence and

trust in accordance with, and agrees to be bound by, the confidentiality provisions set forth in Section 6.4 of the Subscription Agreement, Section 6.6 of the Stanhope Subscription Agreement No. 1 and Section 6.4 of the Stanhope Subscription Agreement No. 2 and (c) the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if the Board determines in good faith that access to such information or attendance at such meeting would adversely affect the attorney-client privilege between the Company and its counsel or would result in disclosure of trade secrets to such representative or if such representative is a direct competitor of the Company. The Investor shall provide notice to the Company of the identity and address of, or any change with respect to the identity or address of, such representative. For purposes hereof, the term "Stanhope Subscription Agreement No. 1" shall mean that certain Subscription Agreement dated as of January 21, 2011, by and between the Company and Stanhope Life I (as amended, supplemented or modified from time). For purposes hereof, the term "Stanhope Subscription Agreement No. 2" shall mean that certain Subscription Agreement dated as of March 5, 2012, by and between the Company and Stanhope Life II (as amended, supplemented or modified from time). The Company and the Investor agree to take all actions necessary to ensure the foregoing.

16. Committee Rights.

(a) The Company shall maintain a conflicts committee (the "Conflicts Committee") until the Company consummates an IPO and a representative selected by the Investor shall be entitled to serve as a member of the Conflicts Committee until the earlier of (i) such representative ceases to serve as a Director and (ii) consummation of the IPO.

(b) The Company shall maintain an investment committee (the "Investment Committee") until the Company consummates an IPO and a representative selected by the Investor shall be entitled to serve as a member of the Investment Committee until the earlier of (i) such representative ceases to be a Director and (ii) consummation of the IPO.

17. FATCA.

(a) The Company will at all times following the effective date of the FATCA provisions of the Code use its reasonable efforts to comply with reporting requirements necessary to avoid application of U.S. Federal withholding tax under FATCA (and any applicable intergovernmental agreements) to payments received by it.

(b) The Investor hereby represents to the Company that it is an "exempt beneficial owner" within the meaning of the U.S. Treasury Regulations Section 1.1471-6(b). The Investor agrees that it will provide the Company an executed IRS Form W-8 (or other appropriate form) indicating that it is an exempt beneficial owner described in section 1471(f) of the Code and further agrees to promptly provide a new IRS Form W-8 (or other appropriate form) confirming its status with respect to the information provided on its original form if such information changes or if an updated IRS Form W-8 (or other appropriate form) is required to be held on file in order for the Company to continue to

recognize the Investor's exempt status under section 1471(f) of the Code. Based solely on such representations and agreement, notwithstanding anything to the contrary in the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement, the Company agrees that it shall not request non-public information with respect to the Investor or its ultimate beneficial owner(s) under section 3.11 of the Shareholders Agreement or section 6.7 of the Subscription Agreement with respect to FATCA compliance unless the Company reasonably concludes that the lack of such information could result in adverse consequences to the Company.

18. Information Rights for Stanhope Group; Covenants. The Stanhope Group shall be entitled to receive regular and suitable business (e.g., sales, marketing and technology), financial and other information reasonably appropriate to monitor and manage its ownership interests and such other information as it may reasonably request, from time to time. Such information will include, without limitation, the following:

(a) Access to Records. The Company shall, and shall cause each Subsidiary of the Company to, afford each member of the Stanhope Group and their respective officers, employees, advisors, counsel and other authorized representatives, during normal business hours, reasonable access, upon reasonable advance notice, to all of the books, records and properties of the Company and each such Subsidiary and all officers and employees of the Company and each such Subsidiary.

(b) Budget. Except as otherwise determined by the Audit Committee of the Company, forty-five (45) Business Days following the beginning of each month, quarter and annual fiscal period, the Company shall deliver management's most recently prepared projections and the current budget for the year-to-date for the Company and its Subsidiaries, in form, methodology, and level of detail reasonably satisfactory to the Stanhope.

(c) Financial Reports. Except as otherwise determined by the Audit Committee, the Company shall deliver to the Stanhope Group, to the extent the Company is required by law or pursuant to the terms of any outstanding indebtedness of the Company to prepare such reports, any annual reports, quarterly reports and other periodic reports pursuant to Sections 13 or 15(d) of the Exchange Act of 1934, as amended, and if such reports are actually prepared by the Company, as soon as practical; provided that, the filing of any such reports with the United States Securities and Exchange Commission shall be delivered in electronic format by the Company to the Stanhope Group in compliance with this provision.

(d) Miscellaneous. As promptly as practicable upon becoming available, the Company shall provide to the Stanhope Group:

1. copies of all reports, press releases, notices, proxy statements and other documents sent by the Company or its Subsidiaries to its or their shareholders generally or released to the public and copies of all regular and periodic reports, if any, filed by the Company or its Subsidiaries with the U.S. Securities and Exchange Commission, any securities exchange or FINRA or similar Governmental authority;

Execution

provided that, the filing of any such reports in any publicly available database or through any publicly available reporting system (including information which is available on any publicly available news web site) shall be delivered in electronic format by the Company to the Stanhope Group; provided, further, that, no financial reports are required to be delivered pursuant to this Section 18(d)(i);

2. notification in writing of any litigation or Governmental proceeding (and any proposed compromise with respect to such litigation or governmental proceeding) in which it or any of its Subsidiaries is involved and which would likely, if determined adversely, materially and adversely affect the Company or any of its Subsidiaries;

3. notification in writing of the existence of any default under any material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of their assets are bound which would likely materially and adversely affect the Company or any of its Subsidiaries;

4. notification in writing of any material development to or affecting the business and affairs of the Company or any of its Subsidiaries, such as significant changes in management personnel and compensation or employee benefits, introduction of new lines of business, important acquisitions;

5. upon request, copies of all reports prepared for or delivered to the management of the Company or its Subsidiaries by its or their accountants; and

6. upon request, any other routinely collected financial or other information available to management of the Company or its Subsidiaries, subject to the preservation of all applicable attorney-client, attorney work product and other privileges.

(e) Whenever this Section 18 provides for discretion on the part of any member of the Stanhope Group, notwithstanding the fact that the Investor is not the general partner of the Stanhope LPs, the determination of the Investor shall be determinative and binding on all members of the Stanhope Group.

19. Validity of Letter Agreement; Entire Agreement. This Letter Agreement constitutes a valid and binding agreement of the Company, on its own behalf and on behalf of the affiliates of the Company, on the one hand, and each member of the Stanhope Group, on the other hand. This Letter Agreement supplements the Shareholders Agreement as the same is being amended and restated in connection with the Private Placement and, in the event of a conflict between the provisions of this Letter Agreement and the Shareholders Agreement, the provisions of this Letter Agreement shall control. This Letter Agreement shall survive delivery of fully executed originals of the Shareholders Agreement, amendment and restatement of the Shareholders Agreement, and the Investor's admission to the Company as a Shareholder. This Letter Agreement, the Shareholders Agreement, the Subscription Agreement, and the documents referred to herein and therein constitute the entire agreement among the parties hereto relating to the Investor's investment in the Company.

Execution

20. **Termination.** This Letter Agreement (except for Sections 21, 22 and this Section 20) shall terminate on the earlier of (a) the consummation of an IPO and (b) as and when the Stanhope Group no longer owns any common shares of the Company.

21. **Governing Law.** This Letter Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles thereof.

22. **Miscellaneous.** This Letter Agreement may be executed in counterparts, each of which will constitute an original, but which together will constitute one and the same agreement. This Letter Agreement shall be binding on the parties hereto and their respective successors and assigns. The provisions of this Letter Agreement are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. This Letter Agreement may be amended only by an instrument in writing executed by each of the parties hereto.

23. **Permission to Enter into Agreements.** The Investor, as the sole limited partner of each of the Stanhope LPs, hereby consents for Stanhope Life Advisors, L.P., as general partner of each of the Stanhope LPs, to execute and deliver the Shareholders Agreement and the Registration Rights Agreement on behalf of each of such Stanhope LPs.

[signature page follows]

If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter Agreement in the space provided below.

Yours faithfully,

ATHENE HOLDING LTD.

By: _____
Name:
Title:

Acknowledged and agreed
as of the date first above written.

STANHOPE INVESTMENTS

By: _____
Name:
Title:

By: _____
Name:
Title:

STANHOPE LIFE, L.P.

By: Stanhope Life Advisors, L.P., its General Partner

By: Apollo Administration GP Ltd., its General Partner

By: _____
Name:
Title:

STANHOPE LIFE II, L.P.

By: Stanhope Life Advisors, L.P., its General Partner

By: Apollo Administration GP Ltd., its General Partner

By: _____
Name:
Title:

Annex 3

Registration Rights Agreement

See attached.

ATHENE HOLDING LTD.

THIRD AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

APRIL 4, 2014

ATHENE HOLDING LTD. – REGISTRATION RIGHTS AGREEMENT

THIRD AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, dated as of April 4, 2014 (this "Agreement"), among **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company"), and the **SHAREHOLDERS** set forth on the signature pages hereto.

PREAMBLE

WHEREAS, this Agreement is intended to amend and restate in its entirety the Second Amended and Restated Registration Rights Agreement, dated as of December 27, 2012, which amended and restated in its entirety the Amended and Restated Registration Rights Agreement, dated as of October 13, 2010, which amended and restated in its entirety the Registration Rights Agreement, dated as of July 15, 2009 (collectively, the "Prior Registration Rights Agreements"), each by and among the Company and the shareholders of the Company from time to time party thereto; and

WHEREAS, in connection with the issuance of equity securities of the Company, the parties hereto desire to amend the Prior Registration Rights Agreements as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations hereinafter set forth, the Company and the other parties hereto hereby agree as follows:

Section 1. Definitions: Initial Public Offering.

(a) As used in this Agreement, the following terms shall have the following meanings:

"15% IRR Condition" means, with respect to the IPO, a hypothetical investor in the Private Placement having achieved a 15% annual internal rate of return on its investment in all of its Investor Shares purchased in the Private Placement, calculating such annual rate of return taking into account the actual dates and amounts funded to acquire such Investor Shares in such Private Placement and assuming that such hypothetical investor sold all of such Investor Shares in the IPO at the IPO price per share.

"20% IRR Condition" means, with respect to any Follow-On Offering, a hypothetical investor in the Private Placement having achieved a 20% annual internal rate of return on its investment in all of its Investor Shares purchased in the Private Placement, calculating such annual rate of return taking into account the actual dates and amounts funded to acquire such Investor Shares in such Private Placement and assuming that such hypothetical investor sold its pro-rata portion of any such Investor Shares that were subject to being dragged pursuant to Section 4(b) (if any) at the IPO price per share, sold its pro-rata portion of any such Investor Shares that were subject to being dragged in any previous Follow-On Offering at the price per share of such applicable previous Follow-On Offering (if any), sold all of such remaining Investor Shares in the latest Follow-On Offering at the per share price of such Follow-On Offering, and did not sell any of such Investor Shares other than as described above.

ATHENE HOLDING LTD. – REGISTRATION RIGHTS AGREEMENT

“AAA Company Shares” has the meaning ascribed to such term in Section 4(a)(ii).

“AAA Entities” has the meaning ascribed to such term in Section 4(a)(ii).

“Affiliate” means, with respect to any Person, any (a) director, officer, limited or general partner, member or shareholder holding 5% or more of the outstanding capital stock or other equity interests of such Person, (b) any spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of a Person specified in clause (a) above relating to such Person) and (c) other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term “control” includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“AGM” means Apollo Global Management, LLC.

“Apollo Lock-up Shares” has the meaning ascribed to such term in Section 6(f).

“Apollo Person” has the meaning ascribed to such term in Section 6(g).

“Apollo Person Lock-up Shares” has the meaning ascribed to such term in Section 6(g).

“Athene Employee” has the meaning ascribed to such term in Section 6(i).

“Athene Employee Shares” has the meaning ascribed to such term in Section 6(i).

“Athene Management Person” has the meaning ascribed to such term in Section 6(h).

“Athene Management Person Lock-up Shares” has the meaning ascribed to such term in Section 6(h).

“Board” means the Board of Directors of the Company.

“Commission” means the Securities and Exchange Commission or any other agency at the time administering the Securities Act.

“Common Shares” means the Class A common shares, \$0.001 par value per share, of the Company.

“Competitive Business” means any business engaged in underwriting and insuring or reinsuring life insurance, annuities or similar products anywhere in the world.

“Demand Registration” has the meaning ascribed to such term in Section 2(a).

“Demanding Holders” has the meaning ascribed to such term in Section 2(a).

“Effective Shares” means the Common Shares and the Class A common shares which are issuable on conversion or exchange of any other capital stock of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect from time to time.

“Excluded Shares” has the meaning ascribed to such term in Section 4(b).

“FINRA” means the Financial Industry Regulatory Authority.

“Follow-On Offering” means any registration of offers and sales of Common Shares by the Company pursuant to a registration statement filed with the Commission under the Securities Act or with any other applicable regulatory authority subsequent to an IPO but prior to the expiration of the Lock-up Period.

“Follow-On Lock-up Period” has the meaning ascribed to such term in Section 6.

“Follow-On Registration Date” means the date upon which the registration statement relating to the registration of any Follow-On Offering becomes effective.

“Follow-On Share Cap” has the meaning ascribed to such term in Section 4(c).

“Follow-On Shortfall” has the meaning ascribed to such term in Section 4(c).

“Free Writing Prospectus” means a free writing prospectus as defined in Rule 405 under the Securities Act.

“Group” has the meaning ascribed to such term in the Shareholders Agreement.

“Information” has the meaning ascribed to such term in Section 8(a)(ix).

“Inspectors” has the meaning ascribed to such term in Section 8(a)(ix).

“Investor Shareholder” means any holder of Effective Shares other than a Management Shareholder.

“Investor Shares” means Effective Shares other than Management Shares.

“IPO” means the consummation of the sale by one or more Persons in an underwritten public offering of common equity of the Company that (A) is led by a nationally recognized financial institution reasonably acceptable to the Board, (B) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act (or applicable UK securities law) and (C) following which such publicly-offered common equity is listed on the New York Stock Exchange, The NASDAQ Stock Market or the London Stock Exchange’s Main Market.

“IPO Share Cap” has the meaning ascribed to such term in Section 4(b).

“IPO Shortfall” has the meaning ascribed to such term in Section 4(b).

“Issuer Free Writing Prospectus” means an issuer free writing prospectus as defined in Rule 433 under the Securities Act.

“Lock-up Expiration Date” has the meaning ascribed to such term in Section 6.

“Lock-up Period” has the meaning ascribed to such term in Section 6.

“Majority Demanding Holders” means, with respect to a particular Demand Registration, the holders of more than 50% of the Registrable Shares proposed to be included in such registration.

“Management Shareholders” means the Persons identified as Management Shareholders on the signature pages hereto or in a joinder to this Agreement, to the extent such Persons own Management Shares and any Transferee of Management Shares that remain Registrable Shares following Transfer to any Person other than the Company and Investor Shareholders.

“Management Shares” means any Effective Shares held by any Management Shareholder.

“Material Transaction” means any material transaction in which the Company or any of its subsidiaries proposes to engage or is engaged, including a purchase or sale of assets or securities, financing, merger, tender offer or any other transaction that would require disclosure by the Company pursuant to the Exchange Act, and with respect to which the Board reasonably has determined in good faith that compliance with this Agreement may reasonably be expected to either materially interfere with the Company’s or such subsidiary’s ability to consummate such transaction in a timely fashion or require the Company to disclose material, non-public information prior to such time as it would otherwise be required to be disclosed.

“Other Shares” means at any time those Common Shares which do not constitute Primary Shares or Registrable Shares hereunder.

“Person” shall be construed in the broadest sense and means and includes a natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

“Primary Shares” means at any time authorized but unissued Common Shares.

“Prior Registration Rights Agreements” has the meaning set forth in the Preamble.

“Private Placement” means the private placement of commitments to purchase Common Shares by the Company to certain Investor Shareholders and Management Shareholders pursuant to one or more subscription agreements dated of even or approximate date herewith.

ATHENE HOLDING LTD. – REGISTRATION RIGHTS AGREEMENT

“Records” has the meaning ascribed to such term in Section 8(a)(ix).

“Registrable Shares” means (i) Common Shares (including any other securities which by their terms are exercisable or exchangeable for or convertible into Common Shares) or (ii) any other class or classes of common equity or other securities of the Company into which such Common Shares have been converted (including, but not limited to in connection with a recapitalization pursuant to Section 3.9 of the Shareholders Agreement), in each case, that are held by any Shareholder. As to any particular Registrable Shares, once issued, such Registrable Shares shall cease to be Registrable Shares when (i) offers and sales related to such Registrable Shares have been registered under the Securities Act, the registration statement in connection therewith has been declared effective and such Registrable Shares have been Transferred pursuant to such effective registration statement (unless the Transferee is an Affiliate of the Company or would become one immediately following such Transfer), (ii) such Registrable Shares are eligible to be sold or distributed pursuant to Rule 144 in a single transaction by such party to this Agreement without limitation, or (iii) such Registrable Shares have ceased to be outstanding.

“Registration Date” means the date upon which the registration statement pursuant to an IPO shall have been declared effective.

“Registration Notice” has the meaning ascribed to such term in Section 3(a).

“Remaining Shares” means, with respect to any Shareholder, the Effective Shares held by such Shareholder immediately following the IPO (after giving effect to any Effective Shares sold by such Shareholder in connection with the IPO) less any Excluded Shares of such Shareholder pursuant to Section 4(b).

“Rule 144” means Rule 144 promulgated under the Securities Act or any successor rule thereto.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

“Shareholder” means each party to this Agreement other than the Company.

“Shareholders Agreement” means the Sixth Amended and Restated Shareholders Agreement, dated as of April 4th, 2014, by and among the Company, the other parties to this Agreement and the other Persons from time to time party thereto, as the same may be modified, supplemented or amended from time to time.

“Subsequent Offering” means any registration of offers and sales of Common Shares by the Company pursuant to a registration statement filed with the Commission under the Securities Act or with any other applicable regulatory authority subsequent to the Lock-up Period.

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“Subsequent Lock-up” has the meaning ascribed to such term in Section 6.

“Subsequent Lock-up Period” has the meaning ascribed to such term in Section 6.

“Subsequent Registration Date” means the date upon which the registration statement relating to the registration of any Subsequent Offering becomes effective.

“Super-Majority Holders” means Investor Shareholders holding 66.7% of the Effective Shares held by all Investor Shareholders. Any action requiring the consent of the Super-Majority Holders shall also require the consent of those Investor Shareholders who are direct or indirect subsidiaries of AGM (other than any such Investor Shareholder whose actions under this Agreement are controlled by Persons other than AGM and its direct or indirect subsidiaries).

“Suspension Period” has the meaning ascribed to such term in Section 9.

“Transfer” means, to sell, transfer, assign, pledge, hypothecate, encumber in any way or otherwise dispose of Effective Shares (including any economic or voting interests with respect to such Effective Shares and including by way of hedging and other derivative transaction that limits or eliminates economic risk), either voluntarily or involuntarily and with or without consideration.

“Transferee” means any Person (other than the Company) who acquires, by way of Transfer, Effective Shares from a Shareholder.

“Underwriter Lock-up” means, with respect to any underwritten Follow-On Offering, the period, if any, designated by the managing underwriter or underwriters, which period shall begin not more than seven (7) days prior to the applicable Follow-On Registration Date and shall end not later than 180 days after such Follow-On Registration Date (or any shorter period permitted by the managing underwriter); provided that such period may be extended in accordance with Section 6(e) hereof.

(b) The Company shall file or, as may be permitted under the Securities Act, submit an initial registration statement with the Commission under the Securities Act or with any other applicable regulatory authority in connection with its IPO on or prior to November 30, 2015.

Section 2. Demand Registration.

(a) Subject to Section 2(b) and Section 6, upon the expiration of the Lock-up Period, certain Demanding Holders, as set forth below, may request that the Company effect the registration of offers and sales related to their Registrable Shares under the Securities Act, and upon such request the Company shall promptly use its reasonable best efforts to effect the registration under the Securities Act of such Registrable Shares (a “Demand Registration”). Each holder of Registrable Shares who is an Investor Shareholder (i) holding (together with its Affiliates) greater than ten percent (10%) of the Company’s then-issued and outstanding Effective Shares shall have the right to request unlimited Demand Registrations and (ii) holding (together with its Affiliates) between five percent (5%) and ten percent (10%) of the Company’s then-issued and outstanding Effective Shares will be entitled to request two (2) Demand Registrations (collectively, the “Demanding Holders”).

(b) Notwithstanding anything contained in this Section 2 to the contrary, the Company shall not be obligated to effect any registration under the Securities Act except in accordance with the following provisions:

(i) In no event shall the Company be required to effect in the aggregate more than four (4) Demand Registrations in any twelve (12) month period and no Demanding Holder may request more than two (2) Demand Registrations in any one hundred eighty (180)-day period; provided, however, if the Demanding Holders are unable to sell at least a majority of the Registrable Shares to be included in any registration pursuant to this Section 2 as a result of an underwriter's cutback pursuant to Section 2(b) (iii), then such registration shall not be considered a requested Demand Registration by such Demanding Holder for purposes of Section 2(a) (although such registration shall be considered as a Demand Registration for purposes of the aggregate limitation set forth in this Section 2(b)(i), other than with respect to any Demanding Holder holding (together with its Affiliates) greater than ten percent (10%) of the Company's then-issued and outstanding Effective Shares who, to the extent such Demanding Holder has not requested a Demand Registration for such twelve (12) month period, shall be entitled to one additional Demand Registration for such twelve (12) month period).

(ii) The Company may delay the filing or effectiveness of any registration statement for a period of up to ninety (90) days after the date of a request for a Demand Registration pursuant to Section 2(a) if at the time of such request: (X) the Company is engaged, or has fixed plans to engage within ninety (90) days of the time of such request, in a firm commitment underwritten public offering of Primary Shares in which the holders of Registrable Shares have been or will be permitted to include all the Registrable Shares so requested to be registered pursuant to Section 3, (Y) the Board reasonably determines that such registration and offering would interfere with any Material Transaction or (Z) within the last forty-five (45) days the Company has completed a firm commitment underwritten public offering of Primary Shares in which the holders of Registrable Shares have been permitted to include Registrable Shares.

(iii) With respect to any registration pursuant to this Section 2, (A) the Company shall give notice of such registration, in accordance with the provisions of Section 3 hereunder, to each holder of Registrable Shares and shall offer to and shall include in such proposed registration any Registrable Shares requested to be included in such proposed registration by each holder of Registrable Shares, provided that such holder responds in writing to the Company's notice within ten (10) days after delivery by the Company of such notice (which response shall specify the number of Registrable Shares such holder is requesting to include in such registration), and (B) the Company may include in such registration any Primary Shares or Other Shares; provided, however, that if the managing underwriter advises the Company that the inclusion of all Registrable Shares, Primary Shares and/or Other Shares requested to be included in such registration would interfere with the successful marketing (including pricing) of the Registrable Shares proposed to be included in such registration, then, the number of Registrable Shares, Primary Shares and/or Other Shares proposed to be included in such registration shall be included in the following order:

(A) first, the Investor Shares that are not subject to (or in relation to which the Company has waived) any Subsequent Lock-up (or, if necessary, such Investor Shares pro rata among the holders thereof based upon the number of Investor Shares requested to be registered by each such Investor Shareholder);

ATHENE HOLDING LTD. – REGISTRATION RIGHTS AGREEMENT

(B) second, the Primary Shares;

(C) third, the Management Shares (or, if necessary, such Management Shares pro rata among the holders thereof based upon the number of Management Shares requested to be registered by each such holder); and

(D) fourth, the Other Shares;

provided, that at the election of the Company, (i) any registration pursuant to this Section 2 may be converted into a registration pursuant to Section 3 (in which event, such registration shall not be considered to be a requested Demand Registration by such Demanding Holder for purposes of Section 2(a) (although such registration shall be considered as a Demand Registration for purposes of the aggregate limitations set forth in Section 2(b)(i), other than with respect to any Demanding Holder holding (together with its Affiliates) greater than ten percent (10%) of the Company's then-issued and outstanding Effective Shares who, to the extent such Demanding Holder has not requested a Demand Registration for such twelve (12) month period, shall be entitled to one additional Demand Registration for such twelve (12) month period) or (ii) with the consent of the Demanding Holders, the Primary Shares may be set at the same priority level as the Registrable Shares thereby being cutback on a pro rata basis based upon the number of Registrable Shares and Primary Shares requested to be included in such registration statement by the holders of Registrable Shares and the Company.

(iv) The Company shall not be obligated to effect any Demand Registration requested by any Demanding Holder if the anticipated gross offering price of all Registrable Shares to be included therein would be less than \$10,000,000.

(v) If the holders of the Registrable Shares requesting to be included in a Demand Registration pursuant to Section 2(a) so elect, the offering of such Registrable Shares pursuant to such Demand Registration shall be in the form of an underwritten offering. The Company shall select one or more nationally recognized firms of investment bankers reasonably acceptable to the Majority Demanding Holders to act as the lead managing underwriter or underwriters in connection with such offering.

(vi) At any time before the registration statement covering such Registrable Shares becomes effective, a Demanding Holder may request the Company to withdraw or to not file the registration statement for which it had previously requested a Demand Registration pursuant to Section 2(a). Upon delivery of a notice by a Demanding Holder to such effect, the Company shall cease all efforts to secure effectiveness of the applicable registration statement and such Demanding Holder shall be deemed to have used one of its Demand Registrations pursuant to Section 2(a), unless such request of withdrawal was caused by, or made in response to, (A) a material adverse effect or a similar event related to the business, properties, condition,

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or operations of the Company not known (without imputing the knowledge of any other Person to such holders) by such Demanding Holder at the time its request was made, or other material facts not known to such Demanding Holder at the time its request was made, or (B) a material adverse change in the financial markets. In addition, any such withdrawn registration shall not be considered to be a requested Demand Registration by such Demanding Holder for purposes of Section 2(a) if the Company shall have been reimbursed (in the absence of any agreement to the contrary, pro rata by the Demanding Holders) for all out-of-pocket expenses incurred by the Company in connection with such withdrawn registration (although, notwithstanding any reimbursement, such withdrawn registration shall be considered as a Demand Registration for purposes of the aggregate limitations set forth in Section 2(b)(i), other than with respect to any Demanding Holder holding (together with its Affiliates) greater than ten percent (10%) of the Company's then-issued and outstanding Effective Shares who, to the extent such Demanding Holder has not requested a Demand Registration for such twelve (12) month period, shall be entitled to one additional Demand Registration for such twelve (12) month period).

Section 3. Piggyback Registration.

(a) If the Company at any time proposes for any reason to register Primary Shares or Other Shares under the Securities Act (other than on Form S-4 or Form S-8 promulgated under the Securities Act (or any successor forms thereto)), it shall give written notice to each holder of Registrable Shares of its intention to so register such Primary Shares or Other Shares (a "Registration Notice") at least fifteen (15) days before the initial filing of the registration statement related thereto and, upon the written request, delivered to the Company within ten (10) days after delivery of a Registration Notice by the Company, of the holders of Registrable Shares to include in such registration Registrable Shares (which written request shall specify the number of Registrable Shares proposed to be included in such registration by such holder), the Company shall include all such Registrable Shares that are requested by such holders to be included in such registration on the same terms and conditions as the securities otherwise being sold in such registration; provided, however, that (x) with respect to the IPO and any Follow-On Offering, the Board, in its discretion, shall have the right to exclude all holders of Registrable Shares from participating in such IPO or Follow-On Offering (as applicable) or limit the participation by such holders of Registrable Shares to a specified percentage of their respective Registrable Shares and (y) with respect to any registration, if the managing underwriter advises the Company that the inclusion of all Registrable Shares requested by Shareholders to be included in such registration would interfere with the successful marketing (including pricing) of the Primary Shares or Other Shares proposed to be registered by the Company, then the number of Primary Shares, Investor Shares, Management Shares and Other Shares proposed to be included in such registration shall be included in the following order:

(i) first, the Primary Shares;

(ii) second, the Investor Shares that are not subject to (or in relation to which the relevant party has waived) the Lock-up, any Underwriter Lock-up or any Subsequent Lock-up (or, if necessary, such Investor Shares pro rata among the holders thereof based upon the number of Investor Shares requested to be registered by each such Investor Shareholder);

(iii) third, the Management Shares (or, if necessary, such Management Shares pro rata among the holders thereof based upon the number of Management Shares requested to be registered by each such holder); and

(iv) fourth, the Other Shares;

except a number of Management Shares equal to the total number of Management Shares requested to be registered multiplied by a fraction, the numerator of which shall be the number of Investor Shares requested to be registered and the denominator of which shall equal the total number of Investor Shares owned by the Investor Shareholders immediately prior to the planned registration, shall be deemed to be included as "Investor Shares" under this Section 3(a). In the event that the managing underwriter advises the Company that the inclusion of all of the Investor Shares and the Management Shares deemed to be Investor Shares under this Section 3(a) requested to be included in such registration would interfere with the successful marketing (including pricing) of the shares to be included in the registration, then the number of Investor Shares and the number of Management Shares to be registered shall be cutback pro rata in accordance with the percentages that the Investor Shares and the Management Shares each represent of the total number of shares sought to be registered.

(b) In the event any Investor Shareholder exercises its rights pursuant to this Agreement to register any portion of the Investor Shares (other than pursuant to Section 3(a) above), the Company shall give written notice to each Management Shareholder of such Investor Shareholder's intention to so register such Investor Shares and, upon the request of one or more Management Shareholders, such Management Shareholder(s) shall be entitled to include in such registration a number of the Management Shares (provided that, with respect to each such Management Shareholder, the maximum number of Management Shares included in such registration by such Management Shareholder shall not exceed, with respect to each Management Shareholder, the product of (x) a percentage equal to such Management Shareholder's ownership percentage of the Company relative to the Investor Shareholders' aggregate ownership percentage and (y) the number of Investor Shares participating in such registration relative to all outstanding Investor Shares). Each Management Shareholder exercising the foregoing participation right shall provide written notice thereof to the Company, which notice shall (i) be delivered to the Company within seven (7) days after delivery of the Company's notice of such registration, and (ii) specify the number of Management Shares proposed to be included in such registration (not to exceed the maximum participation amount above). The Company shall use its reasonable best efforts to cause such number of Management Shares to be included in such registration on the same terms and conditions as the securities otherwise being sold in such registration; provided, however, that if the managing underwriter advises the Company that the inclusion of such number of Management Shares requested to be included in such registration would interfere with the successful marketing (including pricing) of the Primary Shares, Investor Shares or Other Shares proposed to be registered by the Company, then the number of Primary Shares, Investor Shares, Management Shares and Other Shares proposed to be included in such registration shall be included in the order set forth in Section 2(b), except a number of Management Shares equal to the total number of Management Shares requested to be registered multiplied by a fraction, the numerator of which shall be the number of Investor Shares requested to be registered and the denominator of which shall equal the total number of Investor Shares owned by the Investor Shareholders immediately prior to the planned

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registration, shall be deemed to be included as “Investor Shares” under Section 2(b). In the event that the managing underwriter advises the Company that the inclusion of all of the Investor Shares and the Management Shares deemed to be Investor Shares under Section 2(b) requested to be included in such registration would interfere with the successful marketing (including pricing) of the shares to be included in the registration, then the number of Investor Shares and the number of Management Shares to be registered shall be cutback pro rata in accordance with the percentages that the Investor Shares and the Management Shares each represent of the total number of shares sought to be registered.

Section 4. IPO Sales and Drag Along Rights

(a) In the event the Investor Shareholders are permitted by the Company to participate in the IPO (which Investor Shareholders shall refer to all Investor Shareholders as a group other than those Investor Shareholders subject to Sections 6(f)-(i) hereof), and the managing underwriter advises the Company that the aggregate number of Registrable Shares requested to be included in such offering by the Investor Shareholders would interfere with the successful marketing (including pricing) of the Primary Shares proposed to be included in the IPO, then the number of Primary Shares, Investor Shares, Management Shares and Other Shares proposed to be included in the IPO shall be included in the following order:

(i) first, the Primary Shares;

(ii) second, the Investor Shares (or, if necessary, such Investor Shares pro rata among the holders thereof based upon the number of Investor Shares requested to be registered by each Investor Shareholder; provided, however, that, if the managing underwriter of the IPO advised the Company that it would be beneficial to the marketing (including pricing) of the IPO or the trading of the Company’s shares following the IPO, any or all of the Investor Shares held by AAA Guarantor-Athene, L.P. or Apollo Life Re Ltd. (along with any of their respective successors assignees or transferees, the “AAA Entities”) (collectively, the “AAA Company Shares”) shall be permitted to be included in the IPO prior to including any other Investor Shares;

(iii) third, the Management Shares (or, if necessary, such Management Shares pro rata among the holders thereof based on the number of Management Shares requested to be registered by each such holder); and

(iv) fourth, the Other Shares.

(b) In connection with the IPO, in the event that the aggregate number of Investor Shares requested to be included in the IPO by the Investor Shareholders, when combined with the Primary Shares and Other Shares proposed to be registered in the IPO by the Company (as determined by the Board) and the Management Shares requested to be included in the IPO by Management Shareholders, is less than the total number of Common Shares the managing underwriter advises the Company is advisable to offer for sale in the IPO (such deficit, the “IPO Shortfall”), the Company may notify Investor Shareholders of such and provide Investor Shareholders with the opportunity voluntarily to include Investor Shares in the IPO to eliminate the IPO Shortfall. In the event that (i) an insufficient number of Investor Shares are volunteered

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by Investor Shareholders for inclusion in the IPO to eliminate the IPO Shortfall and (ii) the 15% IRR Condition has been satisfied, the Company shall have the right, subject to Sections 6(f)-(h), to further reduce or eliminate such IPO Shortfall by causing to be included in the IPO up to fifteen percent (15%) of an Investor Shareholder's Investor Shares (the "IPO Share Cap"). If such 15% IRR Condition has been satisfied, the Company may cause any number of Investor Shares, up to such Investor Shareholder's IPO Share Cap, to be included in the IPO until such time as all Investor Shareholders have the same percentage of their Investor Shares included in the IPO, and thereafter the Company shall cause any additional Investor Shares to be included in the IPO on a pro rata basis among all Investor Shareholders, subject in all cases to their respective IPO Share Caps. Any Investor Shareholder that has voluntarily offered by notice in writing to the Company to include any or all of its Investor Shares in the IPO upon notice of the IPO Shortfall shall for every such Investor Share so voluntarily included and sold in the IPO be entitled to have an equal number of his, her, or its Investor Shares excluded from the Lock-up Period beginning on the first Lock-up Expiration Date (each such excluded Investor Share, an "Excluded Share").

(c) In connection with any Follow-On Offering, in the event that the aggregate number of Investor Shares requested to be included in such Follow-On Offering by the Investor Shareholders, when combined with the Primary Shares and Other Shares proposed to be registered in such Follow-On Offering by the Company (as determined by the Board) and the Management Shares requested to be included in the Follow-On Offering by Management Shareholders, is less than the total number of Common Shares the managing underwriter advises the Company is advisable to offer for sale in such Follow-On Offering (such deficit, a "Follow-On Shortfall"), the Company may notify Investor Shareholders of such and provide Investor Shareholders with the opportunity voluntarily to include Investor Shares in such Follow-On Offering to eliminate the Follow-On Shortfall. In the event that (i) an insufficient number of Investor Shares are volunteered by Investor Shareholders for inclusion in such Follow-On Offering to eliminate the Follow-On Shortfall and (ii) the 20% IRR Condition has been satisfied, the Company shall have the right, subject to Section 6(f)-(h), to further reduce or eliminate such Follow-On Shortfall by causing Investor Shares to be included in such Follow-On Offering; provided, however, the Company shall not have the right to cause to be included in aggregate greater than 50% of any Investor Shareholder's Remaining Shares in all Follow-On Offerings (the "Follow-On Share Cap"). If such 20% IRR Condition has been satisfied at the time of any Follow-On Offering, the Company may cause any number of Investor Shares, up to such Investor Shareholder's Follow-On Share Cap, to be included in such Follow-On Offering until such time as all Investor Shareholders have the same percentage of their Investor Shares included in such Follow-On Offering, and thereafter the Company shall cause any additional Investor Shares to be included in such Follow-On Offering on a pro rata basis among all Investor Shareholders, subject in all cases to their respective Follow-On Share Caps. Each Investor Share sold by an Investor Shareholder in any Follow-On Offering (whether at the request of such Investor Shareholder or as caused by the Company pursuant to this Section 4(c)), shall reduce on a one-for-one basis the number of Remaining Shares of such Investor Shareholder eligible to be released from the Lock-up at the Lock-up Expiration Date immediately succeeding the completion of such Follow-On Offering; provided, that if the number of Investor Shares sold by any Investor Shareholder in such Follow-On Offering exceeds the number of Investor Shares of such Investor Shareholder to be released from the Lock-up at the immediately succeeding Lock-up Expiration Date, then the excess of such Investor Shares shall be released from the next

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succeeding Lock-up Expiration Date. Any remaining Investor Shares held by any Investor Shareholder whose Investor Shares were included in a Follow-On Offering shall continue to be subject to any applicable Underwriter Lock-up related to such Follow-On Offering subsequent to the immediately succeeding Lock-up Expiration Date.

Section 5. Registrations on Form S-3.

If the Company is entitled to file a registration statement on Form S-3 (or any successor form to Form S-3 regardless of its designation) to register Registrable Shares, then the Company shall be entitled to use such form to register any Registrable Shares.

Section 6. Holdback Agreement.

(a) Subject to Sections 6(f)-(h), in connection with the IPO, each Shareholder agrees that he, she or it shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares (other than sales or dispositions to members of his, her or its Group) without the prior written consent of the Company (the "Lock-up"), for a period (the "Lock-up Period") beginning not more than seven (7) days prior to the Registration Date and ending on the date which is fifteen (15) months following the Registration Date, except with respect to each Investor Shareholder as in the following amounts and on the following dates (each a "Lock-up Expiration Date"):

(i) beginning on the date that is two hundred and twenty-five (225) days following the Registration Date, a number of Investor Shares equal to the sum of a Shareholder's Excluded Shares plus a number of Investor Shares equal to one-third (1/3) of such Shareholder's Remaining Shares less any Investor Shares that have been sold by such Shareholder pursuant to one or more Follow-On Offerings prior to such Lock-up Expiration Date (which number shall not be less than zero) will no longer be subject to the Lock-up (and, in the case of any such Remaining Shares that are AAA Company Shares, may be Transferred by the AAA Entities to their respective shareholders subject to Section 7 and any other requirements under applicable law);

(ii) beginning on the date that is three hundred and sixty-five (365) days following the Registration Date, a number of Investor Shares equal to one-third (1/3) of such Shareholder's Remaining Shares less any Investor Shares that have been sold by such Shareholder pursuant to one or more Follow-On Offerings and not applied to reduce the number of Investor Shares released from the Lock-up in connection with the immediately preceding Lock-up Expiration Date (which number shall not be less than zero) will no longer be subject to the Lock-up (and, in the case of any such Remaining Shares that are AAA Company Shares, may be Transferred by the AAA Entities to their respective shareholders subject to Section 7 and any other requirements under applicable law); and

(iii) beginning on the date that is four hundred and fifty (450) days following the Registration Date, the remainder of the Remaining Shares of each Shareholder will no longer be subject to the Lock-up (and, in the case of any such Remaining Shares that are AAA Company Shares, may be Transferred to by the AAA Entities to their respective shareholders subject to Section 7 and any other requirements under applicable law);

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provided, however, the Company (at the discretion of the Executive Committee of the Board) may with the consent of any Shareholder waive, alter or amend any provision of the Lock-up or modify any Lock-up Expiration Date with respect to such Investor Shareholder without the consent of any other Investor Shareholder.

(b) In connection with any Follow-On Offering, each Investor Shareholder agrees that he, she or it shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Remaining Shares that are subject to the Lock-up without the prior written consent of the Company.

(c) In connection with any Subsequent Offering, each Shareholder agrees that he, she or it shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares without the prior written consent of the Company (a “Subsequent Lock-up”) for a period (the “Subsequent Lock-up Period”) designated by the Company in writing to the holders of Effective Shares, which period shall begin not more than seven (7) days prior to the Subsequent Registration Date and shall not last more than 135 days after the Subsequent Registration Date (or any shorter period permitted by the managing underwriter).

(d) Each Shareholder agrees that he, she or it, upon request of the Company, will execute an agreement reflecting clauses (a), (b) and (c) as may be reasonably requested by the Company at the time of the IPO, Follow-On Offering or Subsequent Offering (as applicable).

(e) If (i) during the last seventeen (17) days of the Lock-up Period, any Underwriter Lock-up Period or any Subsequent Lock-up Period (as applicable), the Company releases earnings results or announces material news or a material fact, change or event, or (ii) prior to the expiration of the Lock-up Period, any Underwriter Lock-up Period or any Subsequent Lock-up Period (as applicable), the Company announces that it will release earnings results during the fifteen (15)-day period following the last day of the Lock-up Period, any Underwriter Lock-up Period or any Subsequent Lock-up Period (as applicable), then, in any case, the Lock-up Period, Underwriter Lock-up Period or Subsequent Lock-up Period (as the case may be) shall be extended automatically until the expiration of the eighteen (18)-day period beginning on the date of release of the earnings results or the announcement of the material news, fact, change or event, as applicable, unless each of the underwriters managing the offering have otherwise consented in writing. No Person subject to this Section 6(e) shall be released from all or any of its obligations under this Section 6(e) or any other agreement, arrangement or understanding entered into pursuant to this Section 6(e) unless all other Persons subject to the same obligation are also similarly released.

(f) Notwithstanding anything to the contrary in this Agreement, AGM agrees that it shall not, and it shall cause its Affiliates (excluding any investment funds or accounts for which AGM or its subsidiaries acts as the general partner and/or manager, but a majority of the capital is provided by Persons who are not Affiliates of AGM (including, for the avoidance of doubt, Palmetto Athene Holdings (Cayman), L.P., Stanhope Life, L.P., Stanhope Life II, L.P. and the AAA Entities)) not to, sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares (other than to another Affiliate of AGM) (such Effective Shares, the “Apollo Lock-up Shares”) beginning on the date that is not more than seven

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(7) days prior to the Registration Date until the date that is two years following the Registration Date; provided, however, no Apollo Lock-up Shares shall be eligible to be caused by the Company to be included in the IPO pursuant to Section 4(b) or any Follow-On Offering pursuant to Section 4(c), and any pro rata calculations of Investor Shares shall disregard any such Apollo Lock-up Shares.

(g) Notwithstanding anything to the contrary in this Agreement, each of the persons listed on Schedule I hereto (each, an Apollo Person) agrees that he or she shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares acquired from the Company in the Private Placement (such Effective Shares, the Apollo Person Lock-up Shares) beginning on the date that is not more than seven (7) days prior to the Registration Date until the date that is two years following the Registration Date; provided, however, that (i) no Apollo Person Lock-up Shares shall be eligible to be caused by the Company to be included in the IPO pursuant to Section 4(b) or any Follow-On Offering pursuant to Section 4(c), and any pro rata calculations of Investor Shares shall disregard any such Apollo Person Lock-up Shares and (ii) each Apollo Person shall be entitled to pledge, hypothecate or otherwise assign any or all of its Apollo Person Lock-up Shares in connection with the securing of any loan, credit facility or other financing from an established, bona fide commercial bank or other lending institution for the purpose of acquiring such Apollo Person Lock-up Shares or funding any required tax obligations in connection therewith.

(h) Notwithstanding anything to the contrary in this Agreement, each of the persons listed on Schedule II hereto (each, an Athene Management Person) agrees that he or she shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Effective Shares (such Effective Shares, the Athene Management Person Lock-up Shares) beginning on the date that is not more than seven (7) days prior to the Registration Date until the date that is four hundred and fifty (450) days following the Registration Date; provided, however, that (i) no Athene Management Person Lock-up Shares shall be eligible to be caused by the Company to be included in the IPO pursuant to Section 4(b) or any Follow-On Offering pursuant to Section 4(c), and any pro rata calculations of Investor shares shall disregard any such Athene Management person Lock-up Shares, (ii) each Athene Management Person shall be entitled to pledge, hypothecate or otherwise assign any or all of its Athene Management Person Lock-up Shares in connection with the securing of any loan, credit facility or other financing from an established, bona fide commercial bank or other lending institution for the purpose of acquiring such Athene Management Person Lock-up Shares or funding any required tax obligations in connection therewith and (iii) each Athene Management Person may Transfer any Athene Management Person Lock-up Shares for the purposes of exercising any net share settlement options issued pursuant to any share incentive plan of the Company.

(i) Notwithstanding anything to the contrary in this Agreement, any employee of the Company, Athene Asset Management, L.P. and their respective subsidiaries that is not an Athene Management Person (each, an Athene Employee) (i) shall be entitled to pledge, hypothecate or otherwise assign any or all of its Effective Shares (such Effective Shares, Athene Employee Shares) in connection with the securing of any loan, credit facility or other financing from an established, bona fide commercial bank or other lending institution for the purpose of acquiring such Athene Employee Shares or funding any required tax obligations in connection therewith and (ii) each Athene Employee may Transfer any Athene Employee Shares for the purposes of exercising any net share settlement options issued pursuant to any share incentive plan of the Company.

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Section 7. Transfer Restrictions.

(a) No holder of Effective Shares may knowingly Transfer, in one transaction or a series of related transactions, Effective Shares to a Person engaged in a Competitive Business or an Affiliate of such Person, without the prior consent of the Board; provided, however, that the foregoing restriction shall not apply to any Transfer in an underwritten offering or on-market through a broker/dealer.

(b) No holder of Registrable Shares may Transfer Registrable Shares to an Affiliate of the Company or to a Person who would become an Affiliate after such Transfer unless such Affiliate signs a joinder to this Agreement or the Company agrees to such Transfer.

(c) Notwithstanding anything to the contrary in this Agreement, any commercial bank or other lending institution shall be entitled to foreclose on and subsequently dispose of any Investor Shares pledged to it as may be permitted pursuant to Sections 6(g)-(i); provided, that no such commercial bank or lending institution shall be subject to the Lock-Up restrictions set forth in Section 6 hereof in connection with any such foreclosure and disposition.

Section 8. Preparation and Filing.

(a) If and whenever the Company is under an obligation pursuant to the provisions of this Agreement to effect the registration of any Registrable Shares other than in connection with an IPO, the Company shall, as expeditiously as practicable:

(i) use its reasonable best efforts to cause a registration statement that registers such Registrable Shares to become and remain effective until the earlier of (x) sixty (60) days following the date such registration statement became effective and (y) the date on which all of such Registrable Shares have been disposed of;

(ii) furnish, at least five (5) business days before filing a registration statement that registers such Registrable Shares, a prospectus relating thereto or any amendments or supplements relating to such a registration statement or prospectus, to one counsel selected by the Majority Demanding Holders ("Shareholders' Counsel"), copies of all such documents proposed to be filed (it being understood that such five-business-day period need not apply to successive drafts of the same document proposed to be filed so long as such successive drafts are supplied to the Shareholders' Counsel in advance of the proposed filing by a period of time that is customary and reasonable under the circumstances);

(iii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period required under Section 8(a)(i) and to comply with the provisions of the Securities Act with respect to the sale or other disposition of such Registrable Shares;

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(iv) notify the Shareholders' Counsel (and with respect to clauses (B) or (C) below, the holders of Registrable Shares included in such registration) in writing (A) of the receipt by the Company of any notification with respect to any comments by the Commission with respect to such registration statement or prospectus or any amendment or supplement thereto or any request by the Commission for the amending or supplementing thereof or for additional information with respect thereto, (B) of the receipt by the Company of any notification with respect to the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or prospectus or any amendment or supplement thereto or the initiation or threatening of any proceeding for that purpose and (C) of the receipt by the Company of any notification with respect to the suspension of the qualification of such Registrable Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes;

(v) use its reasonable best efforts to register or qualify such Registrable Shares under such other securities or blue sky laws of such jurisdictions as the Majority Demanding Holders reasonably request and do any and all other acts and things which may be reasonably necessary or advisable to enable the Shareholders to consummate the disposition in such jurisdictions of the Registrable Shares included in a registration; provided, however, that the Company will not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this clause (v);

(vi) furnish to the holders of Registrable Shares such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such holders may reasonably request in order to facilitate the public sale or other disposition of such Registrable Shares;

(vii) without limiting subsection (v) above, use its best efforts to cause such Registrable Shares to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Shares to consummate the disposition of such Registrable Shares;

(viii) notify the holders of Registrable Shares included in a registration on a timely basis at any time when a prospectus relating to such Registrable Shares or any document related thereto includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing and, at the request of the Majority Demanding Holders, prepare and furnish to the holders of Registrable Shares included in such registration a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the offerees of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(ix) make available upon reasonable notice and during normal business hours, for inspection by the Majority Demanding Holders, any underwriter participating in any

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disposition pursuant to such registration statement and any attorney, accountant or other agent retained by the Majority Demanding Holders or underwriter (collectively, the “Inspectors”), all pertinent financial and other records, pertinent documents and properties of the Company (collectively, the “Records”), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company’s officers, directors and employees to supply all information (together with the Records, the “Information”) reasonably requested by any such Inspector in connection with such registration statement. Any of the Information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, shall not be disclosed by the Inspectors unless (A) the disclosure of such Information is necessary to avoid or correct a material misstatement or omission in the registration statement, (B) the release of such Information is ordered pursuant to a subpoena or other order from a court or governmental agency or authority of competent jurisdiction, (C) such Information has been made generally available to the public through no breach of the nondisclosure obligations of the Inspectors or their Affiliates or (D) such disclosure is required to be made under applicable law;

(x) use its reasonable best efforts to prevent the issuance of an order suspending the effectiveness of a registration statement, and if one is issued, use its best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement at the earliest possible moment;

(xi) use its reasonable best efforts to obtain from its independent certified public accountants “cold comfort” letters in customary form and at customary times and covering matters of the type customarily covered by cold comfort letters;

(xii) use its reasonable best efforts to obtain from its counsel an opinion or opinions in customary form (which shall also be addressed to the holders selling Registrable Shares);

(xiii) enter into such customary agreements (including, if applicable, an underwriting agreement in customary form, including customary representations, warranties, covenants and indemnities) and take such customary action as the underwriters may reasonably request in order to expedite or facilitate the disposition of Registrable Shares;

(xiv) not later than the effective date of the applicable registration statement, provide a CUSIP number for all Registrable Shares and provide the applicable transfer agent with printed certificates for the Registrable Shares which are in a form eligible for deposit with The Depository Trust Company;

(xv) provide a transfer agent and registrar (which may be the same entity and which may be the Company) for such Registrable Shares;

(xvi) promptly issue to any underwriter to which the holders of Registrable Shares may sell shares in such offering certificates evidencing such Registrable Shares;

(xvii) in connection with an underwritten offering, participate, to the extent reasonably requested by the managing underwriter for the offering, in customary efforts to sell Registrable Shares being offered, and cause such steps to be taken to ensure good faith participation of senior management officers of the Company in “road shows” as is customary;

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(xviii) use its reasonable best efforts to list such Registrable Shares on any national securities exchange on which any Common Shares are listed;

(xix) cooperate with each holder and each underwriter, if any, participating in the disposition of such Registrable Shares and their respective counsel in connection with any filings required to be made with FINRA;

(xx) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and make available to its securityholders, as soon as reasonably practicable, earnings statements covering a period of 12 months beginning with the first day of the Company's first full calendar quarter after the effective date of the subject registration statement; and

(xxi) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Shares contemplated hereby.

(b) Each holder of the Registrable Shares, upon receipt of any notice from the Company of any event of the kind described in Section 8(a)(viii) hereof, shall forthwith discontinue disposition of the Registrable Shares pursuant to the registration statement covering such Registrable Shares until such holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 8(a)(viii) hereof, and, if so directed by the Company, such holder shall deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the prospectus covering such Registrable Shares at the time of receipt of such notice.

(c) The Company shall not permit any officer, director, underwriter, broker or any other Person acting on behalf of the Company to use any Free Writing Prospectus in connection with the registration statement covering Registrable Shares, without the prior written consent of the Majority Demanding Holders which consent shall not be unreasonably withheld or delayed. Any consent to the use of a Free Writing Prospectus included in an underwriting agreement to which the Majority Demanding Holders are parties shall be deemed to satisfy the requirement of such consent.

Section 9. Suspension. Notwithstanding anything in this Agreement to the contrary, the Company may (not more than once with respect to any registration), by notice in writing to each holder of Registrable Shares to which a prospectus relates, require each such holder of Registrable Shares to suspend, for up to ninety (90) days (the "Suspension Period"), the use of any prospectus included in a registration statement filed under this Agreement if a Material Transaction exists that would require an amendment to such registration statement or supplement to such prospectus (including any such amendment or supplement made through incorporation by reference to a report filed under Section 13 of the Exchange Act). The period during which such prospectus must remain effective shall be extended by a period equal to the Suspension Period. The Company may (but shall not be obligated to) withdraw the effectiveness of any registration statement subject to this provision.

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Section 10. Expenses.

All expenses incurred by the Company, the Investor Shareholders and the Management Shareholders pursuant to this Agreement, including, without limitation, (a) all registration and filing fees, and any other fees and expenses associated with filing fees, and any other fees and expenses associated with filings required to be made with any stock exchange, the Commission and FINRA (including, if applicable, the fees and expenses of any “qualified independent underwriter” and its counsel as may be required by the rules and regulations of FINRA); (b) all fees and expenses of compliance with state securities or “blue sky” laws (including fees and disbursements of counsel for the underwriters or the Holders in connection with “blue sky” qualifications of the Registrable Shares and determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriters may designate); (c) all printing and related messenger and delivery expenses (including expenses of printing certificates for the Registrable Shares in a form eligible for deposit with The Depository Trust Company) and of printing prospectuses, all fees and disbursements of all independent certified public accountants of the Company (including the expenses of any special audit and “cold comfort” letters required by or incident to such performance); (d) Securities Act liability insurance if the Company so desires; (e) all fees and expenses incurred in connection with the listing of Registrable Shares on any securities exchange and all rating agency fees; (f) all reasonable fees and disbursements of one lead counsel (and special and local counsel as required) to the holders of Registrable Shares to represent such Persons in connection with such registration, which counsel shall be selected by the Majority Demanding Holders; (g) all fees and disbursements of underwriters customarily paid by an issuer, excluding underwriting discounts and commissions and fees and disbursements of counsel to the underwriters (other than such fees and disbursements incurred in connection with any registration or qualification of Registrable Shares under the securities or “blue sky” laws of any state); (h) reasonable fees and expenses of outside counsel and advisors to the Company; (i) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration; (j) all expenses of the Company related to the “road-show” for any underwritten public offering of Primary Shares or Registrable Shares; and (k) any other fees and disbursements customarily paid by the issuers of securities, including all travel, meals and lodging of the Company’s employees and representatives, will be borne by the Company, regardless of whether a registration statement becomes effective.

Section 11. Indemnification.

(a) In connection with any registration of any Registrable Shares under the Securities Act pursuant to this Agreement, the Company shall indemnify and hold harmless the holders of Registrable Shares, each of such holder’s officers, directors, employees, members, partners, and advisors and their respective Affiliates, each underwriter, broker or any other person acting on behalf of the holders of Registrable Shares and each other Person, if any, who controls any of the foregoing Persons within the meaning of the Securities Act against any losses, claims, damages, liabilities, expenses (including reasonable costs of investigation and legal expenses) or actions joint or several (or actions in respect thereof), to which any of the foregoing persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or allegedly untrue statement of a material fact contained in the registration statement under which

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such Registrable Shares were registered under the Securities Act, any preliminary prospectus, Issuer Free Writing Prospectus, or final prospectus contained therein or otherwise filed with the Commission, any amendment or supplement thereto or any document incident to registration or qualification of any Registrable Shares, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to any prospectus, necessary to make the statements therein in light of the circumstances under which they were made not misleading, or any violation by the Company of the Securities Act or state securities or blue sky laws applicable to the Company or relating to action or inaction required of the Company in connection with such registration or qualification under such state securities or blue sky laws; and shall promptly reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action (including any legal or other expenses incurred) arises out of or is based upon a materially untrue statement or omission made in said registration statement, preliminary prospectus, Issuer Free Writing Prospectus, final prospectus, amendment, supplement or document incident to registration or qualification of any Registrable Shares in reliance upon and in conformity with written information furnished to the Company by the holders of Registrable Shares specifically for use in the preparation thereof; provided, further, that the indemnification shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld); provided, further, the Company shall not be liable to any underwriter to the extent that any such loss, claim, damage, liability or action (including any legal or other expenses incurred) arises out of or is based upon an untrue statement or omission made in said preliminary prospectus if the final prospectus shall correct such untrue statement or alleged untrue statement, or such omission or alleged omission, and a copy of the final prospectus has not been sent or given to the relevant person at or prior to the confirmation of sale to such person if such underwriter was under an obligation to deliver such final prospectus and failed to do so.

(b) In connection with any registration of Registrable Shares under the Securities Act pursuant to this Agreement, to the extent permitted by applicable law, each holder of Registrable Shares shall severally (based on the percentage of the securities included in such registration that were owned by such holder) and not jointly and severally indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 11(a)) the Company, each director of the Company, each officer of the Company who shall sign such registration statement, each underwriter, broker or other person acting on behalf of the holders of Registrable Shares and each person who controls any of the foregoing persons within the meaning of the Securities Act with respect to any, in each case, to the extent (and only to the extent) that such violation occurs in reliance upon and in conformity with written information furnished to the Company or such underwriter by such holder of Registrable Shares specifically for use in connection with the preparation of such registration statement, preliminary prospectus, Issuer Free Writing Prospectus, final prospectus, amendment, supplement or document; provided, however, that the maximum amount of liability in respect of such indemnification shall be limited, in the case of each holder of Registrable Shares, to an amount equal to the gross proceeds actually received by such holder from the sale of Registrable Shares effected pursuant to such registration.

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(c) Promptly after receipt by an indemnified party of notice of the commencement of any action, suit, proceeding, investigation or threat thereof made in writing involving a claim referred to in this Section 11, such indemnified party will, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action, suit, proceeding, investigation or threat. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, however, that if representation of the indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding, the indemnified party shall have the right to retain its own counsel and the indemnifying party shall reimburse such indemnified party and any Person controlling such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity agreement provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one lead counsel (plus appropriate local and special counsel) to represent the indemnified party with respect to such claim.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No person guilty or liable of fraudulent misrepresentation shall be entitled to contribution from any person.

Section 12. Underwriting Agreement.

(a) Notwithstanding any provisions of this Agreement, to the extent that in connection with a proposed sale of Registrable Shares which have been registered with the

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Commission pursuant to this Agreement, the holders of Registrable Shares shall enter into an underwriting agreement or similar agreement that contains customary provisions covering one or more issues addressed in such Sections of this Agreement, the provisions contained in such Sections of this Agreement addressing such issue or issues shall be of no force or effect with respect to such registration, but this provision shall not apply to the Company if the Company is not a party to the underwriting agreement or similar agreement.

(b) In connection with any proposed sale through an underwritten offering of Registrable Shares which have been registered with the Commission pursuant to this Agreement through an underwritten offering, the Company shall negotiate in good faith and enter into a reasonable and customary underwriting agreement with the underwriters thereof. The Company shall be entitled to receive customary indemnities from lead underwriters, selling brokers, dealer managers and similar security industry professionals participating in the distribution, to the same extent as provided above with respect to the information so furnished in writing by such Persons specifically for inclusion in any prospectus or registration statement.

(c) No underwriting agreement (or other agreement in connection with a proposed sale of Registrable Shares) shall require any holder of Registrable Shares to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such holder, the ownership of such holder's Registrable Shares and such holder's intended method or methods of disposition and any other representation required by law or to furnish any indemnity to any Person which is broader than the indemnity furnished by such holder hereunder unless, in each case and to the extent a holder is allowed by applicable law, the Majority Demanding Holders have agreed to such representations, warranties or other agreements, in which case, such additional representations, warranties and other agreements shall be limited in scope to the additional representations, warranties and other agreements that the Majority Demanding Holders agree to provide.

Section 13. Information by Holder.

Each Shareholder shall furnish to the Company such written information regarding such Person and the distribution proposed by any holder of Registrable Shares as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration referred to in this Agreement.

Section 14. Exchange Act Compliance.

From the Registration Date or such earlier date as a registration statement filed by the Company pursuant to the Exchange Act relating to any class of the Company's securities shall have become effective, the Company shall comply with all of the reporting requirements of the Exchange Act applicable to it and shall comply with all other public information reporting requirements of the Commission which are conditions to the availability of Rule 144. The Company shall cooperate with the parties to this Agreement in supplying such information as may be necessary such Persons to complete and file any information reporting forms presently or hereafter required by the Commission as a condition to the availability of Rule 144.

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Section 15. No Conflict of Rights: Future Rights.

The Company shall not, after the date hereof, grant any registration rights which conflict with or impair the rights granted to the Investor Shareholders hereby, provided that, notwithstanding the foregoing, the addition of any Other Shareholder (as defined in the Shareholders Agreement) as a party to this Agreement shall not be deemed a grant of registration rights which conflicts with or impairs the rights granted to the Investor Shareholders hereby. If at any time following the date hereof, the Company shall grant to any present or future shareholder of the Company rights to in any manner cause or participate in any registration statement of the Company that, in the judgment of the Investor Shareholders, are superior to or conflict with the rights granted to the Investor Shareholders hereby, such grant shall be null, void and ultra vires.

Section 16. Termination.

This Agreement shall terminate and be of no further force or effect with respect to any Shareholder that is a party hereto upon the later of (i) the expiration of the Lock-up applicable to all of such Shareholder's Effective Shares pursuant to Section 6 hereof and (ii) such Shareholder ceasing to hold Registrable Shares.

Section 17. Benefits of Agreement; Third Party Beneficiaries

Except as provided herein, this Agreement shall bind and inure to the benefit of the Company, the Investor Shareholders, the Management Shareholders and subject to Section 18, the respective successors and assigns of the Company and the Investor Shareholders.

Section 18. Assignment.

Each Shareholder may assign its rights hereunder to any purchaser or transferee of Registrable Shares; provided, however, that such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as a holder of Registrable Shares whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally been a party hereto. The Company may not assign any rights hereunder without the consent of the holders of a majority of the Registrable Shares.

Section 19. Entire Agreement.

This Agreement, and the other writings referred to herein or delivered pursuant hereto, contain the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or understandings with respect thereto, including the Prior Registration Rights Agreement.

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Section 20. Notices.

All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by telecopy, nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties:

(i) if to the Company, to:

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
P.O. Box HM 1386
Hamilton HM FX
Bermuda
Attention: Tab Shanafelt
Telephone: (441) 279-8414
Facsimile: (441) 279-8401
Email: tshanafelt@athene.bm

with copy to (which shall not constitute notice):

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Sidley Austin LLP
787 Seventh Ave.
New York, NY 10019
Attention: Samir A. Gandhi
Telephone: (212) 839-5684
Facsimile: (212) 839-5599
Email: sgandhi@sidley.com

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Harvey Eisenberg
Telephone: (212) 310-8663
Facsimile: (212) 310-8007
Email: harvey.eisenberg@weil.com

(ii) if to the other parties to this Agreement, to their respective addresses set forth in the register of the Company.

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All such notices, requests, consents and other communications shall be deemed to have been delivered (a) in the case of personal delivery or delivery by telecopy, on the date of such delivery, (b) in the case of dispatch by nationally-recognized overnight courier, on the next business day following such dispatch and (c) in the case of mailing, on the third business day after the posting thereof.

Section 21. Modifications; Amendments; Waivers.

The terms and provisions of this Agreement may not be modified or amended except pursuant to a writing signed by the Company and the Super-Majority Holders; provided, that, any modification or amendment that is objectively adverse to an Investor (without regard to such Investor's particular circumstances) and does not adversely affect other similarly-situated Investors in a similar and proportionate manner shall require the consent of a majority of such adversely affected Investors; provided, further, that the restrictions on the disposition of Effective Shares applicable to any Apollo Person, Athene Management Person and Athene Employee pursuant to Sections 6(g)-(i) may not be amended without the consent of such Apollo Person, Athene Management Person or Athene Employee. Any waiver of any provision of this Agreement requested by any party hereto must be granted in advance, in writing by the party against whom such waiver is sought to be enforced; provided, further, that the Super-Majority Holders may grant a waiver on behalf of all holders of Effective Shares.

Section 22. Counterparts; Facsimile Signatures.

This Agreement may be executed in any number of original or facsimile counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 23. Headings.

The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

Section 24. Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES

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IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. ANY JUDGMENT MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 25. Severability.

It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

* * * *

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amended and Restated Registration Rights Agreement on the date first written above.

COMPANY:

ATHENE HOLDING LTD.

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amended and Restated Registration Rights Agreement on the date first written above.

INVESTOR SHAREHOLDERS:

By: _____
Name:
Title:

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List of Apollo Persons Subject to Extended Lock-up in Section 6(g)

[TO BE SUPPLEMENTED]

List of Athene Management Persons Subject to Extended Lock-up in Section 6(h)

[TO BE SUPPLEMENTED]

Annex 4

Second Amendment to the Limited Partnership Agreement of AAA

See attached.

**SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT OF****AP ALTERNATIVE ASSETS, L.P. (THE "PARTNERSHIP")**

This SECOND AMENDMENT (this "Amendment") to the FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT dated December 3, 2010 (the "Agreement") is dated as of April 4, 2014 and is entered into by **AAA GUERNSEY LIMITED**, a Guernsey limited liability company, whose registered address is at PO Box 255, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL, as general partner of the Partnership (the "General Partner") pursuant to Clause 14.2 of the Agreement, with the approval of the majority of the Independent Directors.

WHEREAS

- (A) The Partnership was registered as a limited partnership by the Greffier under the Law on May 31, 2006.
- (B) The General Partner desires to amend the Agreement to make certain amendments as set forth herein.
- (C) Pursuant to Clause 14.2 of the Agreement the General Partner is entitled to make certain amendments to the Agreement without the consent of any Limited Partner which is not material and adverse to the Limited Partners provided such amendments are approved by the majority of the Independent Directors.
- (D) The Independent Directors have approved the amendments set out herein.
- (E) Terms defined in the Agreement shall have the same meaning in this Amendment unless the context otherwise requires.

NOW, THEREFORE, the Agreement is amended with effect from the date of this Amendment as follows:

Section 1. Amendment to Clause 6.6. Clause 6.6 of the Agreement is hereby amended and restated in its entirety as follows:

"6.6. Form of Distribution.

Distributions shall be made in U.S Dollars or such currency or currencies as the General Partner may determine from time to time in its sole discretion; provided, that the Partnership may make In-Kind Share Distributions pursuant to Clause 16B."

Section 2. Amendment to Clause 16B. Clause 16B of the Agreement is hereby amended and restated in its entirety as follows:

“16B. Obligations of the Partnership to Make Certain Tender Offers.”

(a) For purposes of this Clause 16B:

(i) “Additional Release Date” means any date following the Initial Release Date upon which a member of the Partnership Group may sell any additional portion of its Athene Shares (other than those shares it could sell on the Initial Release Date or shares released from a lock-up specifically for sale in a registered offering) in compliance with all lock-up agreements to which such member of the Partnership Group is party;

(ii) “Athene Share” means a common share of Athene;

(iii) “Contribution Agreement” means that certain Contribution Agreement, dated as of October 30, 2012, by and between the Partnership, AAA Guarantor – Athene, L.P., AAA Investments and Athene;

(iv) “Excluded Athene Shares” means the number of Athene Shares held by the members of the Partnership Group in excess of the Specified Athene Shares;

(v) “In-Kind Share Distribution” means any distribution-in-kind of Athene Shares by the Partnership to the holders of Common Units that is contemplated by this Clause 16B.

(vi) “Initial Release Date” means the first date following an Athene IPO upon which a member of the Partnership Group may sell all or any portion of its Athene Shares in compliance with all lock-up agreements to which such member of the Partnership Group is party (other than those shares released from a lock-up specifically for sale in a registered offering);

(vii) “Minimum Participation Condition” means the election by the holders of Common Units to tender at least 25.0% of the aggregate outstanding Common Units in the First Tender Offer (as defined below);

(viii) “NCV Athene Shares” means the number of Athene Shares held by the NCV Group at the time of the announcement of a Subsequent Tender Offer (or such other time following such announcement as determined by the New Carry Vehicle) minus a number of Athene Shares with a value equal to an amount sufficient to enable the NCV Group, taking into account any cash or other assets of the NCV Group, to satisfy all of its remaining liabilities and obligations, including without limitation, (w) the reasonable costs and expenses of such Subsequent Tender Offer, (x) the repayment of its indebtedness in accordance with the terms thereof, including any interim interest expense, (y) the reasonable costs and expenses of normal operations (including the eventual winding up and liquidating) of the NCV Group, and (z) the carried interest required to be paid by the New Carry Vehicle to Apollo Global Management, LLC or its subsidiaries and affiliates under contractual arrangements until the consummation of such

Subsequent Tender Offer, in each case, as reasonably determined by the NCV GP at the time of the announcement of such Subsequent Tender Offer (or such other time following such announcement as determined by the NCV GP); provided, that in no event shall the NCV Athene Shares be less than zero;

(ix) “NCV GP” means the general partner (or if the New Carry Vehicle is not a limited partnership, the closest equivalent to a general partner of such type of entity) of the New Carry Vehicle, it being understood that the NCV GP shall be controlled by Apollo Global Management, LLC or one of its subsidiaries or affiliates;

(x) “NCV Group” means the New Carry Vehicle or any of its subsidiaries, excluding Athene and its subsidiaries;

(xi) “NCV Units” means the limited partnership interests (or equivalent equity interests) in the New Carry Vehicle, which equity interests, for the avoidance of doubt, shall not be required to be registered or publicly-listed unless otherwise required by applicable law;

(xii) “Net Pre-Fee Athene Shares” means the number of Athene Shares held by the Partnership Group at the time of the announcement of the First Tender Offer (or such other time following such announcement as determined by the Partnership), minus a number of Athene Shares with a value (based on their then-current trading price) equal to an amount sufficient to enable the Partnership Group, taking into account any cash or other assets of the Partnership Group (excluding any Athene Shares or interests in Athene), to satisfy all of its remaining liabilities and obligations, including without limitation, (x) the reasonable costs and expenses of the First Tender Offer and all remaining In-Kind Share Distributions, (y) the repayment of its indebtedness in accordance with the terms thereof, including any interim interest expense, (z) the reasonable costs and expenses of normal operations (including the eventual winding up and liquidating) of the Partnership Group, but specifically excluding any liabilities or obligations in respect of any carried interest and/or Unwind Fees required to be paid by the Partnership Group to Apollo Global Management, LLC or its subsidiaries and affiliates, in each case, as reasonably determined by the board of directors of the General Partner at the time of the announcement of such First Tender Offer (or such other time following such announcement as determined by the board of directors of the General Partner); provided, that in no event shall the Net Pre-Fee Athene Shares be less than zero;

(xiii) “Net Remaining Athene Shares” means the number of Athene Shares held by the Partnership Group at the time of an In-Kind Share Distribution in connection with the Initial Release Date (but only after giving effect to the consummation of the First Tender Offer, if applicable) or an Additional Release Date, as applicable (or such other time following such announcement as determined by the Partnership), minus a number of Athene Shares with a value equal to an amount sufficient to enable the Partnership Group, taking into account

any cash or other assets of the Partnership Group, to satisfy all of its remaining liabilities and obligations, including without limitation, (w) the reasonable costs and expenses of the First Tender Offer and all remaining In-Kind Share Distributions, (x) the repayment of its indebtedness in accordance with its terms, including any interim interest expense, (y) the reasonable costs and expenses of normal operations (including the eventual winding up and liquidating) of the Partnership Group, and (z) the carried interest and/or management fees required to be paid by the Partnership Group to Apollo Global Management, LLC or its subsidiaries and affiliates under contractual arrangements until the Partnership's winding up and liquidation, in each case, as reasonably determined by the board of directors of the General Partner at the time of the announcement of such In-Kind Share Distribution (or such other time following such announcement as determined by the board of directors of the General Partner); provided, that in no event shall the Net Remaining Athene Shares be less than zero

(xiv) "New Carry Vehicle" means a limited partnership (or similar entity) formed by the NCV GP;

(xv) "Participation Percentage" means the percentage obtained by dividing (A) the number of Common Units in the aggregate tendered by the holders thereof in the First Tender Offer, by (B) the aggregate number of Common Units outstanding at the time of the First Tender Offer;

(xvi) "Partnership Group" means the Partnership or any of its subsidiaries, excluding the New Carry Vehicle, Athene and their respective subsidiaries;

(xvii) "Qualified Common Unit Holder" means any holder of Common Units, other than any holder who (x) is a U.S. person and (y) is not both a "qualified client" (as defined by the U.S. Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder) and an "accredited investor" (as defined by the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder).

(xviii) "Remaining Holder" means, as of any time following the consummation of the First Tender Offer (as defined below), any holder of Common Units as of such time (i.e., those holders of Common Units are not Qualified Common Units Holders or that did not elect to tender all of their Common Units in the First Tender Offer or that later acquire Common Units);

(xix) "Specified Athene Shares" means a number of Athene Shares held by the Partnership Group equal to (x) 38,960,573.48 plus (y) any Athene Shares acquired by any member of the Partnership Group after the closing of the transactions contemplated by the Contribution Agreement (as such numbers in clauses (x) and (y) may be equitably adjusted to neutralize the effect of any stock dividends, stock splits, share recombinations or other similar recapitalization);

(xx) “Unwind Fee” shall have the meaning ascribed to it in the Services Agreement; and

(xxi) “Unwind Fee Termination Event” means the irrevocable waiver by the Service Provider of 100% of the Unwind Fee or any other event, circumstance or occurrence that results in the Unwind Fee not being payable to the Service Provider.

(b) No later than promptly following the Initial Release Date, the Partnership shall, subject to applicable laws, regulations and listing rules, consummate a tender offer (the “First Tender Offer”) to all Qualified Common Unit Holders in which the Partnership offers to purchase all of the Common Units and pay the consideration for such purchase with equivalent NCV Units in the New Carry Vehicle, which First Tender Offer shall be made on the terms and conditions set forth in Clause 16B(c) below; provided, that if an Unwind Fee Termination Event occurs, or prior to the First Tender Offer the Partnership otherwise disposes of all or substantially all of its assets and distributes the net proceeds thereof to the holders of the Common Units (net of any reserves to pay accrued or reasonably anticipated expenses and liabilities, including carried interest), then the Partnership shall not be obligated to make the First Tender Offer (nor shall any Subsequent Tender Offer be made). Following an Athene IPO but prior to the consummation of the First Tender Offer, the Partnership shall not distribute to the holders of Common Units all or any portion of the Athene Shares held by the Partnership Group, unless an Unwind Fee Termination Event has occurred.

(c) The terms and conditions of the First Tender Offer shall include the following:

(i) The First Tender Offer shall be conditioned on the satisfaction of the Minimum Participation Condition, and if the Minimum Participation Condition is not satisfied, the Partnership shall have no obligation to consummate the First Tender Offer (nor shall any Subsequent Tender Offer be made), and Clause 16B(b) and the remainder of this Clause 16B(c) shall be null and void.

(ii) The General Partner will, prior to the consummation of the First Tender Offer, form (or cause the Partnership or another member of the Partnership Group to form) the New Carry Vehicle, with all NVC Units being issued to one or more members of the Partnership Group. All NVC Units held by the Partnership Group shall be exchanged for Common Units in the First Tender Offer, such that immediately after the First Tender Offer, no member of the Partnership Group will own any NVC Units and 100% of the NVC Units shall be held by those holders of Common Units that elected to tender Common Units in the First Tender Offer.

(iii) At the consummation of the First Tender Offer, in connection with the exchange of NCV Units with respect to the holders of the Common Units that have elected to participate in the First Tender Offer, the Partnership shall transfer (or cause other members of the Partnership Group to transfer) to the New Carry Vehicle a number of Athene Shares equal to the Participation Percentage

multiplied by the number of Net Pre-Fee Athene Shares (it being understood that the Athene Shares transferred to the New Carry Vehicle shall be comprised of a ratable portion of Excluded Athene Shares and Specified Athene Shares), and the New Carry Vehicle will enter into a lock-up agreement with Athene on the same terms and conditions as the lock-up agreement to which the members of the Partnership Group are then party.

(iv) The limited partnership agreement (or equivalent organizational document) for the New Carry Vehicle shall provide that (A) the NCV Units shall be subject to customary transfer restrictions for a privately-owned limited partnership and (B) the NCV GP (or its nominee) will earn carried interest on any Specified Athene Shares held by the New Carry Vehicle, arising on the date such Specified Athene Shares are distributed or otherwise transferred to a holder of NCV Units by the New Carry Vehicle or sold by the New Carry Vehicle, and the terms of such carry arrangement will provide for carry to be paid only on the gain in excess of the Partnership's cost basis in such Specified Athene Shares plus an allocable portion of the Management Fees (as defined in the Services Agreement) paid to the Service Provider with respect to such Specified Athene Shares since November 1, 2012, and shall also provide for an 8% per annum hurdle accruing from November 1, 2012 with a full catch-up for the NCV GP (or its nominee) and then a 20% carry for the NCV GP.

(v) The New Carry Vehicle will commit to make tender offers (each, a "Subsequent Tender Offer") on the terms and conditions set forth below at least two times per year with the first such Subsequent Tender Offer being made no later than promptly following the date that is fifteen (15) months following the consummation of the Athene IPO, subject, in each case, to applicable laws, regulations, listing rules and any limitations set forth in any registration rights agreement entered into with Athene that may delay the New Carry Vehicle's ability to register or transfer the Athene Shares being exchanged in a Subsequent Tender Offer. In each Subsequent Tender Offer, the New Carry Vehicle shall offer to purchase all of the outstanding NCV Units and pay the consideration for such purchase with Athene Shares (with such Athene Shares being freely-tradable thereafter by Persons who are not affiliates of Athene and who are not subject to any contractual lock-up agreement in respect of such Athene Shares, including any lock-up contained in any registration rights agreement entered into with Athene). In connection with each Subsequent Tender Offer, the holders of NCV Units shall be entitled to receive, in respect of each NCV Unit, a number of Athene Shares equal to (a) the number of NCV Athene Shares, divided by (b) the number of NCV Units then outstanding. Immediately prior to the first Subsequent Tender Offer, the New Carry Vehicle will issue to the NCV GP one NCV Unit for a purchase price equal to the fair market value thereof and the NCV GP shall not tender such NCV Unit in any Subsequent Tender Offer. Each holder of NCV Units that elects to tender all or a portion of its NCV Units in a Subsequent Tender Offer shall, as promptly as possible, sell all of the Athene Shares acquired in such Subsequent Tender Offer to an unaffiliated person. The Partnership and the New Carry Vehicle may establish reasonable procedures to assure compliance with this requirement.

(vi) The New Carry Vehicle shall commit not to sell any NCV Athene Shares until the earlier of the fifth anniversary of the completion of the First Tender Offer or the date that the New Carry Vehicle holds fewer than 4 million NCV Athene Shares (with such number being equitably adjusted for all stock splits, stock dividends and other pro-rata recapitalizations affecting the same class of Athene Shares as the NCV Athene Shares), unless and to the extent that the New Carry Vehicle is contractually obligated to sell any such NCV Athene Shares pursuant to any agreement entered into with Athene.

(vii) (A) Promptly following (subject to applicable laws, regulations, listing rules and any limitations set forth any registration rights agreement entered into with Athene that may delay the Partnership's ability to register or transfer the applicable Athene Shares) the First Release Date and the consummation of the First Tender Offer (including the Partnership's transfer of Athene Shares to the New Carry Vehicle), the Partnership shall make an In-Kind Share Distribution to each Remaining Holder of its pro rata share of the lesser of (x) the Net Remaining Athene Shares and (y) the Athene Shares held by the Partnership Group with respect to which the Partnership Group is not subject to any contractual lock-up agreement, and (B) thereafter, promptly following (subject to applicable laws, regulations, listing rules and any limitations set forth any registration rights agreement entered into with Athene that may delay the Partnership's ability to register or transfer the applicable Athene Shares) any Additional Release Date, the Partnership shall make an In-Kind Share Distribution to each Remaining Holder of its pro rata share of the lesser of (x) the Net Remaining Athene Shares and (y) the Athene Shares held by the Partnership Group with respect to which the Partnership Group is not subject to any contractual lock-up agreement, in each case, with such Athene Shares being freely-tradable after such In-Kind Share Distribution by Remaining Holders who are not affiliates of Athene and who are not themselves subject to any contractual lock-up agreement in respect of such Net Remaining Athene Shares, including any lock-up contained in any registration rights agreement entered into with Athene.

(viii) The New Carry Vehicle shall not be responsible for the payment of any portion of the Unwind Fee, and effective upon the consummation of the First Tender Offer, the Unwind Fee shall be reduced as provided for in the Services Agreement.

(ix) Effective upon the consummation of the First Tender Offer, the general partner of AAA Investments will only be paid carried interest (the "AAA Investments Carried Interest") on the gain in respect of the Specified Athene Shares retained by the Partnership immediately following the First Tender Offer (but carried interest will be earned in respect of the Specified Athene Shares transferred to the New Carry Vehicle as provided above).

(d) In the event that an Unwind Fee Termination Event occurs, the Minimum Participation Condition is not satisfied, or the First Tender Offer is not required to be consummated for any other reason:

(i) promptly following (subject to applicable laws, regulations, listing rules and any limitations set forth any registration rights agreement entered into with Athene that may delay the Partnership's ability to register or transfer the applicable Athene Shares) the Initial Release Date, the Partnership shall make an In-Kind Share Distribution to each holder of Common Units of its pro rata share of the lesser of (x) the Net Remaining Athene Shares and (y) the Athene Shares held by the Partnership Group with respect to which the Partnership Group is not subject to any contractual lock-up agreement; and

(ii) thereafter, promptly following (subject to applicable laws, regulations, listing rules and any limitations set forth any registration rights agreement entered into with Athene that may delay the Partnership's ability to register or transfer the applicable Athene Shares) any Additional Release Date, the Partnership shall make an In-Kind Share Distribution to each holder of Common Units of its pro rata share of the lesser of (x) the Net Remaining Athene Shares and (y) the Athene Shares held by the Partnership Group with respect to which the Partnership Group is not subject to any contractual lock-up agreement, in each case, with such Athene Shares being freely-tradable after such In-Kind Share Distribution by Persons who are not affiliates of Athene and who are not themselves subject to any contractual lock-up agreement in respect of such Net Remaining Athene Shares, including any lock-up contained in any registration rights agreement entered into with Athene.

(e) For avoidance of doubt, (A) each holder of Common Units shall be deemed to be allocated an indirect interest in a ratable portion of the Excluded Athene Shares and the Specified Athene Shares, (B) each holder of Common Units that elects to tender some but not all of its Common Units in the First Tender Offer shall be deemed to have tendered a pro rata portion of its indirect interest in the Excluded Athene Shares and the Specified Athene Shares, (C) if applicable, each holder of NCV Units shall be deemed to be allocated an indirect interest in a ratable portion of the Excluded Athene Shares and the Specified Athene Shares, (D) if applicable, each holder of NCV Units that elects to tender some but not all of its NCV Units in a Subsequent Tender Offer shall be deemed to have tendered a pro rata portion of its indirect interest in the Excluded Athene Shares and the Specified Athene Shares, (E) if applicable, any Athene Shares sold or distributed by any member of the Partnership Group or NCV Group, as the case may be, shall be deemed to be comprised of a ratable portion of Excluded Athene Shares and Specified Athene Shares, (F) when applicable, the Excluded Athene Shares shall be deemed to be the Athene Shares with an original cost basis of \$13.46 per Athene Share, (G) when applicable, the Specified Athene Shares shall be deemed to be the Athene Shares with an original cost basis of \$10.00 per Athene Share (the "\$10.00 Specified Athene Shares") and \$10.78 per Athene Share (the "\$10.78 Specified Athene Shares"), and any time a Specified Athene Share is sold, distributed-in-kind, exchanged or otherwise transferred by the Partnership Group or the New Carry Vehicle, the Partnership Group or the New

Carry Vehicle, as applicable, shall be deemed to have sold, distributed-in-kind, exchanged or transferred, as the case may be, a pro rata portion of the \$10.00 Specified Athene Shares and the \$10.78 Specified Athene Shares.

(f) The entirety of this Clause 16B shall cease to have effect if either the number of Net Pre-Fee Athene Shares or Net Remaining Athene Shares is zero.”

Section 3. Other than as expressly modified or amended in accordance with the foregoing provisions of this Amendment, the remaining terms of the Agreement remain in full force and effect and nothing contained in this Amendment shall be deemed to alter, change or amend the rights, duties or obligations of the parties to the Agreement or to affect the enforceability or validity of any other provision of the Agreement.

Section 4. This Amendment shall be governed by and construed in accordance with the laws of the Island of Guernsey (without giving effect to the conflicts of laws rules thereof). The provisions of Clauses 20.1, 20.3, 20.6, 20.7 and 20.10 of the Agreement shall apply to this Amendment as if specifically incorporated herein.

Section 5. The descriptive headings herein are inserted for convenience of reference only, do not constitute a part of this Amendment, and shall not affect in any manner the meaning or interpretation of this Amendment.

* * * * *

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written by AAA GUERNSEY LIMITED as General Partner pursuant to Clause 14.2 of the Agreement.

AP ALTERNATIVE ASSETS, L.P.

By: AAA Guernsey Limited,
its managing general partner

By: Apollo Alternative Assets, L.P.,
its service provider

By: Apollo International Management, L.P.,
its managing general partner

By: Apollo International Management GP, LLC,
its general partner

By: _____
Name: Jessica L. Lomm
Title: Vice President

[SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED LPA OF AP ALTERNATIVE ASSETS, L.P.]

Annex 5

Fees Payable to AGM as of February 28, 2014

See attached.

Summary of Athene and AAA Fees

The following includes the fee streams payable by AP Alternative Assets, L.P. (“AAA”) and Athene Holding Ltd. (“AHL” and together with its subsidiaries, “Athene”) to Apollo Global Management LLC (“AGM” and together with its subsidiaries, “Apollo”), as of February 28, 2014. The information below is a summary of the various fee streams only. The relevant agreements govern the arrangements and are available for review upon request. The information below does not include transactions with portfolio companies in AAA or Athene’s ordinary course of business.

In addition to the fees described herein, AGM, Athene Asset Management, L.P. (“AAM”) and their respective subsidiaries (the “Apollo Fee Parties”) are entitled to certain expense reimbursements, which vary by account and strategy. Further, certain investment funds allow the Apollo Fee Parties to charge customary fees to portfolio companies (such as closing fees and consulting fees) and collect break-up fees from counterparties for broken deals, and certain management fee offset provisions reduce the management fee otherwise payable by a fund to its manager by a portion of such fees. Description of such arrangements may not be included herein.

Reference is made to (i) that certain Contribution Agreement, dated as of October 30, 2012, by and among AHL, AAA, AAA Guarantor –Athene, L.P., and AAA Investments, L.P. (the “Contribution Agreement”) and (ii) AHL’s equity offering which is in process and seeks to raise additional equity capital of approximately \$1.5 billion in order to fund Athene’s continued growth while it remains a private company, which equity raise is expected to have an initial closing on or around March 31, 2014 (the “Private Placement”) at a price of at least \$25.00 per common share of AHL (the actual price at which shares are issued in the Private Placement is hereinafter referred to as the “2014 Issue Price”).

<u>Fee</u>	<u>Description</u>
<u>Fees charged to AAA and its subsidiaries</u>	
Management fees at AAA	Quarterly management fee will be paid until December 31, 2014 (but will continue to accrue until December 31, 2020 for the purposes of the unwind fee described below), calculated and paid by AAA in arrears, in an aggregate amount equal to one-fourth of (i) all Adjusted Assets up to and including \$3 billion multiplied by 1.25% plus (ii) all Adjusted Assets in excess of \$3 billion multiplied by 1.0%.
Amended and Restated Services Agreement (the “ <u>Services Agreement</u> ”), dated as of January 17, 2012, by and among AAA, the other Service Recipients party thereto and Apollo Alternative Assets, L.P. (as amended by the Amendment thereto dated October 31, 2012 and as proposed to be amended further in connection with the Private Placement)	In the event of the commencement of a Wind-up (as defined in the Services Agreement), AAA shall pay an unwind fee as described below. Such unwind fee will be payable in pro rata increments only when, as and if AAA distributes AHL shares (or the proceeds thereof) to its shareholders, with any portion of the unwind fee to be paid in 2014 calculated based on a total unwind fee of \$25 million, any portion of the unwind fee to be paid in 2015 calculated based on a total unwind fee of \$20 million and no payment of any portion of the unwind fee in 2016 or thereafter. All the management fees pursuant to the Services Agreement are to be satisfied by AAA’s transfer of shares of AHL (or a derivative equivalent thereof) to the Manager with such shares being valued at the most currently available fair value as determined by AAA in preparation of its financial reports; <u>provided, however</u> if the receipt of Athene shares would be deemed a “purchase” of a “security” under Section 16(b) of the U.S. Securities Exchange Act of 1934, the recipient may elect to receive cash.
	“Adjusted Assets” means (i) Invested Capital less (ii) the sum of (without duplication) (w) capital invested in shares of AHL issued in connection with the Contribution Agreement (other than AHL shares issued to AAA in satisfaction of AAA’s remaining \$42.9 million commitment), (x) any amount paid by AAA for the repurchase of limited partner interests of AAA, (y) an amount equal to the Capital Invested in Apollo Funds, and (z) the Temporary Investments held by AAA plus any cumulative distributable earnings attributable to such Temporary Investments, provided that the foregoing calculation of Adjusted Assets is further adjusted to exclude one-time events pursuant to changes in GAAP and certain non-cash items jointly agreed to by AAA and Apollo.

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<u>Fee</u>	<u>Description</u>
Carry on AAA's investments	20% of the profits from AAA's investment in AHL shares; provided, no carry is paid in respect of shares of AHL issued in connection with the Contribution Agreement between Athene and AAA (other than Athene shares issued to AAA in satisfaction of AAA's remaining \$42.9 million commitment); provided, however if the receipt of Athene shares would be deemed a "purchase" of a "security" under Section 16(b) of the U.S. Securities Exchange Act of 1934, the carry recipient may elect to receive carry in cash.
First Amended and Restated Limited Partnership Agreement of AAA Investments, L.P., dated as of June 8, 2006 (as amended by the Amendment thereto dated October 31, 2012)	If AHL shares are distributed to the AAA unitholders in connection with an Athene IPO, then the "net asset value" of the AHL shares (for purposes of calculating carried interest) shall be the IPO price. If the shares are distributed after Athene has gone public, then the "net asset value" shall be a 30 day average with the mid-point being the date the distribution is announced.

Fees charged to Athene and its subsidiaries

Management Fees (asset allocation) paid to AAM ¹	Various fees and expenses by Athene, including an investment management fee equal to 0.40% per annum of the total assets under management (including amounts held in reinsurance accounts related to subsidiaries), whether or not managed by AAM, with certain limited exceptions (the "AAM Fee"). The AAM Fee is offset by all management fees paid directly by AHL's subsidiaries to AAM.
Second Amended and Restated Fee Agreement, dated as of February 20, 2014, by and between AAM and AHL	In addition, Athene has also agreed to reimburse AAM for the allocable share of employee costs for other services (such as risk management, corporate governance, executive management, marketing and information technology services) by AAM employees via shared services agreements and for any sub-adviser fees.
CML Servicing Agreement between AAM and Athene Annuity and Life Company ("AAIA") and Structured Annuity Reassurance Company ("STAR")	Effective as of October 2, 2013, AAM began servicing commercial mortgage loans for AAIA and STAR. In connection with this arrangement, AAM receives direct servicing fees of 3bps per annum on loans not sub-serviced and origination fees of 25bps on new originations from AAIA and STAR. AAM also receives assumption fees from borrowers which are shared with AAIA/STAR 50/50 as well as miscellaneous processing and administrative fees paid by borrowers.

¹ In addition, Athene grants blocks of incentive equity to AAM to be allocated to AAM employees.

<u>Fee</u>	<u>Description</u>
Sub-Advisory Fees	Athene pays Apollo to sub-advise on specific asset classes at market rates, not to exceed certain thresholds without approval by Athene's conflicts committee. For additional detail, see Schedule I .
Investments in Apollo Funds	Athene invests in certain investment funds managed by Apollo. For additional detail, see Schedule II .
Capital & Surplus Fee (" C&S Fee ")	The C&S Fee is currently a quarterly fee equal to 2.5% of Athene's capital and surplus as the end of the applicable quarter <i>minus</i> an amount equal to (1) the number of AHL shares issued to AAA pursuant to the Contribution Agreement (other than the shares issued to satisfy the remaining commitment) multiplied by \$13.46 <i>plus</i> (2) the number of AHL shares issued pursuant to the Private Placement as of the date of calculation of the C&S Fee multiplied by the 2014 Issue Price <i>plus</i> (3) in the event Athene consummates certain Material Transactions (as defined in the TASA) prior to December 31, 2014, certain other adjustments described in the TASA (" Quarterly Fee "). The last Quarterly Fee is to be paid with respect to the quarter ending December 31, 2014.
Second Amended and Restated Transaction Advisory Services Agreement (the " TASA ") between AHL, Athene Life Re Ltd., Apollo Alternative Assets, L.P. (the manager of AAA), Apollo Management Holdings, L.P. and Apollo Global Securities, LLC dated October 31, 2012, as amended February 6, 2013 and as proposed to be amended further in connection with the Private Placement.	In the event a Sale of the Company or a QIPO (each as defined in the TASA, a " CiC Event ") occurs on or prior to December 31, 2014, a lump sum will be paid for the number of remaining quarters (through the quarter ending December 31, 2014) based on the C&S Fee paid in the quarter preceding the CiC Event. The Quarterly Fee will be paid in shares of AHL (or equivalent derivatives); <u>provided, however</u> , if the receipt of AHL shares would be deemed a "purchase" of a "security" under Section 16(b) of the U.S. Securities Exchange Act of 1934, the fee recipient may elect to receive the Quarterly Fee in cash.

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<u>Fee</u>	<u>Description</u>
Fees charged in respect of assets contributed to Athene by AAA in connection with the consummation of the transactions contemplated by the Contribution Agreement	
Management Fee to be paid by Athene on Contributed Assets	Quarterly management fee, calculated and paid by Athene in arrears, in an aggregate amount equal to one-fourth of (i) all Adjusted Assets up to and including \$3 billion multiplied by 1.25% plus (ii) all Adjusted Assets in excess of \$3 billion multiplied by 1.0%.
Services Agreement by and among AAA Investments (Co-Invest VI), L.P., AAA Investments (Co-Invest VII), L.P., AAA Investments (Other), L.P., the other Service Recipients named therein, and Apollo Alternative Assets, L.P. dated October 31, 2012	“Adjusted Assets” means an amount equal to (i) the value of the gross assets of the new Athene investment partnerships minus (ii) the sum of (w) the amount of any undistributed Carried Interest payable by such investment partnerships, (x) an amount equal to the value of the Temporary Investments held by such investment partnerships, (y) an amount equal to the Capital Invested in Apollo Funds by such investment partnerships and (z) an amount equal to the liquidity discount applied by Athene in respect of its investments in such investment partnerships (provided such liquidity discount may not exceed 22.5% of the value of the assets contributed by AAA).
Carry to be paid by Athene on Contributed Assets	With respect to each investment or group of investments (as specified in the particular partnership agreement), 20% of the profit of such investment or group of investments. Certain investments or group of investments are subject to a preferred hurdle. Each investment or group of investments is treated separately for the purposes of calculating carry.
Amended and Restated Limited Partnership Agreement of each of AAA Investments (Co-Invest VI), L.P., AAA Investments (Co-Invest VII), L.P. and AAA Investments (Other) dated October 31, 2012	Such Incentive Allocations shall be calculated based on AAA’s cost basis in the contributed assets (rather than Athene’s cost basis). The contributed assets also include certain investments in funds managed by Apollo. Carry on such investments is assessed at the fund level. For additional detail, see <u>Schedule III</u> .

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Fee
Other fees charged by
AAA Investments (Co-
Invest VII), L.P.

Description
With respect to the investment by Athene in MidCap Financial Holdings, LLC ("Midcap") made through AAA Investments (Co-
Invest VII), L.P., Athene may pay the following fees:

- Equity investment in Midcap:
 - If Midcap is retained and not sold:
 - No carry/fee below an annual 12% ROI hurdle
 - 50% carry/fee between 12% to 20% annual ROI
 - 20% carry/fee above 20% annual ROI
 - If Midcap is sold:
 - No carry below an 8% return hurdle
 - 20% carry subject to an 8% return hurdle
 - Above an 8% return hurdle, 80% carry until such time as has received a 20% cumulative carry, and 20% carry thereafter
- Debt investment in Midcap, 50bps on the asset balance.

With respect to the investment by Athene in A-A Mortgage Opportunities, L.P., which is the sole member of Aris Mortgage Holding Company, LLC (collectively, "Aris") made through AAA Investments (Co-Invest VII), L.P., Aris will pay AAM or Apollo Global Securities LLC the following fees:

- Monitoring Fee: 1.5% per annum on GAAP equity
- Incentive Fee: 10% of distributions in excess of 8% IRR subject to catch up
- Advisory Fee: 1% on M&A transactions or acquisitions of bulk mortgage services rights
- Additional Fees: AAM also incurred certain startup and organizational expenses on behalf of Aris and it is anticipated that Aris will reimburse AAM for such expenses. Aris may also compensate AAM for the value of certain other services provided by AAM to Aris during the startup phase.

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SCHEDULE 12

Summary of Apollo's Investment Management Relationships with Athene as of February 28, 2014

<u>Manager</u>	<u>Type of Investments</u>	<u>Per annum fee on assets under management</u>
Apollo (AAM Sub-Advisor)	CLO Liabilities (acquired prior to 1/1/13)	0.40% per annum
	CLO Liabilities (acquired after 1/1/2013) with an original rating of A- or higher by any rating agency that originally rated the issuance	0.25% per annum
	CLO Liabilities (acquired after 1/1/2013) with an original rating of A- or lower by any rating agency that originally rated the issuance	0.40% per annum
	Euro CLO Liabilities	0.40% per annum
	Bank Loans	0.30% per annum
	Subordinate Commercial Estate Loans	0.60% per annum
	New Issue CMBS (issued on or before 1/1/11) with an original rating of A- or higher by any rating agency that originally rated the issuance	0.20% per annum
	New Issue CMBS (issued on or before 1/1/11) with an original rating of lower than A- by any rating agency that originally rated the issuance	0.30% per annum
	Inherited CMBS	0.15% per annum
	Legacy CMBS (issued before 1/1/11)	0.35% per annum
	Non-Agency RMBS	0.30% per annum
	CML First Mortgages	0.45% per annum
	Insurance Linked Securities	High Yield (>4%) – 0.45% per annum; or Low Yield (<4%) – 0.25% per annum Additional 20% incentive fee above a 8% soft hurdle on realized gains under bond-by-bond waterfall, subject to recoupment for prior losses
	Third Party CLO Equity Managed Account (other than Kirkwood III/MCF CLO II-See Schedule II)	Mgmt. Fee 1.0% Carry 15% after 10% hurdle
	Oil & Gas Royalties	Mgmt. Fee 1.0% Carry 20% after 8% hurdle
	High Yield Assets ³	0.30% per annum

² Each managed account may calculate "assets under management" differently.

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Term Loans to Midcap

0.50% per annum

Emerging Markets

0.40% per annum

³ “High Yield Assets” shall mean certain corporate bonds, loans or other assets rated BB+ or lower and which are not otherwise specifically included in one of the asset classes listed above.

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SCHEDULE II^{4,5}

Summary of Athene's Investments in Apollo Funds as of February 28, 2014

<u>Fund</u>		<u>Fee</u>
AGRE CMBS Fund L.P.	Mgmt. Fee:	1.00% per annum of equity relating to CMBS securities.
	Other Fees:	Right to receive additional fees, including, without limitation, placement fees, sales commissions, brokerage fees and underwriting commissions so long as such fees do not exceed amount customarily charged by third parties.
2011 A4 Fund, L.P.	Mgmt. Fee:	1.00% per annum of equity relating to CMBS securities.
	Other Fees:	Right to receive additional fees, including placement fees, sales commissions, brokerage fees and underwriting commissions in connection with investments so long as such fees do not exceed amount customarily charged by third parties.
Financial Credit Investment I, L.P.	Mgmt. Fee:	0.50% per annum of committed capital prior to step down date; thereafter, 0.50% of invested capital.
	Carry:	10% after 7% hurdle, calculated on a deal-by-deal basis with a GP catch-up.
	Structuring Fee:	1.00% per annum on the total purchase price of underlying policies.
	Other Fees:	Right to receive additional fees, including, without limitation, advisory and transaction fees, in connection with investments.
Financial Credit Investment II, L.P.	Mgmt. Fee:	0.50% per annum of committed capital prior to step down date; thereafter, 0.50% of invested capital.
	Carry:	10% after 6% hurdle, calculated on a deal-by-deal basis with a GP catch-up.
	Structuring Fee:	1.00% per annum on the total purchase price of underlying policies.
	Other Fees:	Right to receive additional fees, including, without limitation, advisory and transaction fees, in connection with investments.
A-A European Senior Debt Fund, L.P.	Mgmt. Fee:	1.00% per annum of committed capital.

⁴ Each Apollo Fund may calculate "assets under management", "net investment amount", "invested capital" or similar concepts differently.

⁵ In addition to the fees described herein, Apollo and its affiliates are entitled to certain expense reimbursements, which vary by fund and strategy.

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<u>Fund</u>	<u>Fee</u>
	Performance Allocation: 20% after 15% hurdle, allocated annually or upon any transfer or withdrawal.
	Withdrawal Performance Allocation: 20% upon withdrawal.
	Other Fees: Right to receive additional fees, including, without limitation, brokerage commissions and other execution and transaction costs, interest and commitment fees on debit balances or borrowings, fees and profit-sharing payments in connection with investments.
Apollo Asia Private Credit Fund, L.P.	Mgmt. Fee: 1.00% per annum of committed capital prior to earlier of end of investment period or date mgmt. fees are earned in respect of a successor fund; thereafter, 1.00% of invested capital.
	Carry: 12.5% after 7% hurdle, calculated on a deal-by-deal basis with a GP catch-up.
	Fee Offset: Mgmt. fee offset of (a) 100% of the Fund's allocable share of consulting fees, investment banking fees, advisory fees, break-up fees, directors' fees, closing fees, transaction and similar fees incurred by the Fund (up to the amount of the LPs' allocable share of expenses incurred by the Fund for transactions not consummated), and (b) 65% offset for the remainder of such fees. Offset does not apply to any underwriting, arrangement, placement or similar fees and expenses; provided that any service provided by an affiliate which would result in a fee of more than \$5 million per annum requires limited partner advisory board approval.
ALM IV (CLO Equity)	Mgmt. Fee: 0.30% per annum on gross levered assets.
	Structuring Fee: One-time structuring fee of \$250,000.
	Other Fees: Right to receive additional fees for services of whatever nature rendered in connection with underlying investments and to be retained to provide unrelated services to ALM IV or its affiliates and be paid therefore, on an arm's-length basis.
ALM VI (CLO Equity)	Mgmt. Fee: 0.40% on gross levered assets (with a 0.10% rebate per agreement between the parties).
	Structuring Fee: One-time structuring fee of \$250,000.
	Incentive Fee: 20% of realized proceeds in excess of 15% IRR.
	During the Warehouse: 0.30% of purchase price of assets.
	Other Fees: Right to receive additional fees for services of whatever nature rendered in connection with underlying investments and to be retained to provide unrelated services to ALM VI or its affiliates and be paid therefore, on an arm's-length basis.

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<u>Fund</u>	<u>Fee</u>
ALM VII (CLO Equity)	Mgmt. Fee: 0.50% on gross levered assets (with a 0.10% rebate per agreement between the parties).
	Structuring Fee: One-time structuring fee of \$250,000.
	Incentive Fee: 20% of realized proceeds in excess of 12% IRR.
	During the Warehouse: 0.30% on purchase price of the assets.
	Other Fees: Right to receive additional fees or other compensation from third parties for investment management and advisory services, which such fees may relate to investments of ALM VII and may be payable by entities in which ALM VII, directly or indirectly, has invested or contemplates investing.
ALM VIII (CLO Equity)	Mgmt. Fee: 0.50% on aggregate par amount of assets (with a 0.10% rebate per agreement between the parties).
	Structuring Fee: One-time structuring fee of \$250,000.
	Incentive Fee: 20% of realized proceeds in excess of 12% IRR.
	During the Warehouse: 0.30% on aggregate principal balance of the assets.
	Other Fees: Right to receive additional fees or other compensation from third parties for investment management and advisory services, which such fees may relate to investments of ALM VIII and may be payable by entities in which ALM VIII, directly or indirectly, has invested or contemplates investing.
ALM IX (CLO Equity)	Mgmt. Fee: 0.50% on aggregate par amount of assets (with a 0.10% rebate per agreement between the parties).
	Structuring Fee: One-time structuring fee of \$250,000.
	Incentive Fee: 20% of realized proceeds in excess of 12% IRR.
	During the Warehouse: 0.30% on aggregate principal balance of the assets.
	Other Fees: Right to receive additional fees or other compensation from third parties for investment management and advisory services, which such fees may relate to investments of ALM IX and may be payable by entities in which ALM IX, directly or indirectly, has invested or contemplates investing.
ALM X (CLO Warehouse)	During the Warehouse: 0.30% on aggregate principal balance of the assets.

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<u>Fund</u>	<u>Fee</u>
	Other Fees: Right to receive additional fees or other compensation from third parties for investment management and advisory services, which such fees may relate to investments of ALM X and may be payable by entities in which ALM X, directly or indirectly, has invested or contemplates investing.
	Once ALM X has been securitized, the fees are expected to be as follows:
	Mgmt. Fee: 0.50% on aggregate par amount of assets (with a 0.10% rebate per agreement between the parties).
	Structuring Fee: One-time structuring fee of \$250,000.
	Incentive Fee: 20% of realized proceeds in excess of 12% IRR.
Apollo Commercial Real Estate Finance, Inc.	Mgmt. Fee: 1.5% of stockholder equity, plus certain additional amounts.
Apollo European Principal Finance Fund II (Dollar A), L.P.	Mgmt. Fee: During the commitment period, 1.75% per annum of commitments up to €2bn and 1.5% per annum of commitments in excess of €2bn; thereafter, 1.5% per annum of invested capital. ⁶
	Carry: 20% after 8% hurdle, calculated on a deal-by-deal basis with a GP catch-up.
	Fee Offset: Mgmt. fee offset of (a) 100% of the Fund's allocable share of consulting fees, investment banking fees, advisory fees, break-up fees, directors' fees, closing fees, transaction and similar fees incurred by the Fund (up to the amount of the LPs' allocable share of expenses incurred by the Fund for transactions not consummated), and (b) 65% offset for the remainder of such fees. Offset does not apply to any underwriting, arrangement, placement or similar fees and expenses.
London Prime Apartments Co-investment	None.

⁶ 1.5% in excess of €2bn in capital commitments (during commitment period). As of October 10, 2012, this fund reached a €2bn AUM milestone.

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<u>Fund</u>	<u>Fee</u>
AGRE U.S. Real Estate Fund, L.P.	<p><u>Base Capital:</u></p> <p>Commit. Fee: 1.375% per annum on unfunded capital commitments. Invested Cap. Fee: 1.50% per annum on invested capital. Carry: 20% after 10% hurdle, calculated on a deal-by-deal basis with a GP catch-up.</p> <p><u>Additional Capital:</u></p> <p>Invested Cap. Fee: 0.750% per annum on invested capital. Additional Cap. Carry: 10% after 10% hurdle, on a deal-by-deal basis with a GP catch-up.</p>
Apollo Natural Resources Partners, L.P.	<p>Mgmt. Fee: 1.5% per annum of commitments prior to earlier of end of investment period or date mgmt. fees are earned in respect of a successor fund; thereafter, 1.25% of invested capital.</p> <p>Carry: 20% after 8% hurdle, calculated on a deal-by-deal basis with a GP catch-up.</p> <p>Fee Offset: Mgmt. fee offset of (a) 100% of the Fund's allocable share of consulting fees, investment banking fees, advisory fees, break-up fees, directors' fees, closing fees, transaction and similar fees incurred by the Fund (up to the amount of the LPs' allocable share of expenses incurred by the Fund for transactions not consummated), and (b) 68% offset for the remainder of such fees. Offset does not apply to any underwriting, arrangement, placement or similar fees and expenses.</p>
2012 CMBS Funds (2012 CMBS-I Fund, L.P. 2012 CMBS-II Fund, L.P. 2012 CMBS-III Fund, L.P.)	<p>Advisory Fee: 1.00% per annum of equity relating to CMBS securities.</p> <p>Other Fees: Right to receive additional fees, including private placement fees, sales commissions, appraisal fees, brokerage fees and underwriting commissions in connection with investments so long as such fees do not exceed amount customarily charged by third parties.</p>
ALME Loan Funding 2013-1 Limited	<p>Mgmt. Fee: 0.50% on gross levered assets (with a 0.10% rebate per agreement between the parties).</p> <p>Structuring Fee: One-time structuring fee of \$250,000.</p> <p>Incentive Fee: 10% on distributions to equity in CLO from and after equity in CLO receives an 12% IRR</p> <p>During the Warehouse: 1.00% on capital</p> <p>Other Fees: Right to receive additional fees or other compensation from third parties for investment management and advisory services, which such fees may relate to investments of ALME Loan Funding 2013-1 Limited and may be payable by entities in which ALME Loan Funding 2013-1 Limited, directly or indirectly, has invested or contemplates investing.</p>

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<u>Fund</u>		<u>Fee</u>
Kirkwood Fund III LLC / MCF CLO II	Mgmt. Fee Carry	1.00% on the total equity investment by Athene Incentive fee equal to 12.5% of residuals is expected to be paid after the equity has realized an IRR of 10%
CAI Strategic European Real Estate Limited	Mgmt. Fee Carry	1.75% 20% after 8% hurdle
Apollo Credit Opportunity Fund III, L.P.	Mgmt. Fee Carry Fee Offset:	1.25% of aggregate capital contributions in respect of investments of the Fund that have not been realized or disposed of. 20% carried interest to the General Partner after an 8% priority return to Limited Partners, subject to an 80% General Partner catch-up. Management fees will be offset by: (a) organizational expenses in excess of \$1,500,000 and (b) consulting fees, investment banking fees, advisory fees, break-up fees, directors' fees, closing fees, transaction and similar fees incurred by the Fund (up to the amount of the LPs' allocable share of expenses incurred by the Fund for transactions not consummated). Offset does not apply to any operating, underwriting, arrangement, placement or similar fees and expenses.
Apollo Rose, L.P. (Acquisition of Catalina Holdings (Bermuda), Ltd.)	Mgmt. Fee Carry	0.75% per annum based off invested capital 15% of profits after 8% hurdle based on invested Capital
Apollo Total Return Fund, L.P.	Mgmt. Fee Carry Fee Offset:	0.80% per annum (waived for the first two years after the initial investment) None. Management fees will be offset by: (a) organizational expenses in excess of \$2,500,000 and (b) any placement fees paid by the partnership on a dollar-for-dollar basis.
ALME Loan Funding II Limited	During the Warehouse: Incentive Fee: Once ALME Loan Funding II Limited has been securitized, the fees are expected to be as follows: Mgmt. Fee: Structuring Fee:	0.50% on aggregate principal balance of the assets. If after twelve months from the first capital contribution into the Warehouse it is determined that a CLO will not close, 20% of distributions in excess of 15% IRR. 0.50% on aggregate principal balance of assets (with a 0.10% rebate per agreement between the parties). One-time structuring fee of \$250,000.

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Fund

Incentive Fee: **Fee**
20% of distributions to the equity holders in excess of 12% IRR.

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SCHEDULE III^{7,8}

Summary of Investments in Apollo Funds included as part of the assets contributed pursuant to Contribution Agreement

<u>Fund</u>		<u>Fee</u>
Apollo Strategic Value Offshore Fund, Ltd.	Mgmt. Fee:	2.00% per annum of net asset value.
	Performance Allocation:	20%, allocated annually or upon any transfer or withdrawal.
	Other Fees:	Right to receive additional fees, including, without limitation, consulting, investment banking, advisory, break-up, transaction and other similar fees in connection with investments.
AP Investment Europe Limited	None.	
Apollo European Principal Finance Fund (Feeder), L.P.	Mgmt. Fee:	1.75% per annum of commitments prior earlier of end of commitment period or initial closing of another pooled investment vehicle with similar investment objectives; thereafter, 1.75% of invested capital attributable to unrealized investments.
	Carry:	20% after 8% hurdle, calculated on a deal-by-deal basis with a GP catch-up.
	Fee Offset:	Mgmt. fee offset of (a) 100% of the Fund's allocable share of consulting fees, investment banking fees, advisory fees, break-up fees, directors' fees, closing fees, transaction and similar fees incurred by the Fund (up to the amount of the LPs' allocable share of expenses incurred by the Fund for transactions not consummated), and (b) 65% offset for the remainder of such fees. Offset does not apply to any underwriting, arrangement, placement or similar fees and expenses.
Apollo Asia Private Credit Fund, L.P.	Mgmt. Fee:	1.00% per annum of committed capital prior to earlier of end of investment period or date mgmt. fees are earned in respect of a successor fund; thereafter, 1.00% of invested capital.
	Carry:	12.5% after 7% hurdle, calculated on a deal-by-deal basis with a GP catch-up.
	Fee Offset:	Mgmt. fee offset of (a) 100% of the Fund's allocable share of consulting fees, investment banking fees, advisory fees, break-up fees, directors' fees, closing fees, transaction and similar fees incurred by the Fund (up to the amount of the LPs' allocable share of expenses incurred by the Fund for transactions not consummated), and (b) 65% offset for the remainder of such fees. Offset does not apply to any underwriting, arrangement, placement or similar fees and expenses; provided that any service provided by an affiliate which would result in a fee of more than \$5 million per annum requires limited partner advisory board approval.

⁷ Each Apollo Fund may calculate "assets under management", "net investment amount", "invested capital" or similar concepts differently.

⁸ In addition to the fees described herein, Apollo and its affiliates are entitled to certain expense reimbursements, which vary by fund and strategy.

<u>Fund</u>		<u>Fee</u>
Apollo Asia Opportunity Offshore Fund, Ltd.	Mgmt. Fees:	0.75% of net asset value.
	Performance Allocation:	(a) for Series P shares, none and (b) for Series S shares, 20% of investment account.
Apollo GSS Holding (Cayman), L.P.	Mgmt. Fee:	1.00% per annum of committed capital prior date on which construction and development works have been completed; thereafter, 1.00% of invested capital.
	Carry:	20% after 15% hurdle, with a GP catch-up.
	Fee Offset:	Mgmt. fee offset of 100% of the Fund's share of transaction, monitoring and similar fees received by Apollo affiliates in respect of investments.

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December 4, 2012

Procific
122 Mary Street, P.O. Box 709
Grand Cayman, KY1-1107
Cayman Islands
Attention: Directors

Ladies and Gentlemen:

As you are aware, Procific, a Cayman Islands company limited by shares ("Procific"), is a significant interest holder in AP Alternative Assets, L.P. ("AAA") and since the closing (on October 31, 2012) of the transactions contemplated by that certain Contribution Agreement, dated as of October 30, 2012, by and among Athene Holding Ltd. (the "Company"), AAA, AAA Investments, L.P., and AAA Guarantor – Athene, L.P. (the "Contribution Agreement"), AAA's investment in the Company represents all or substantially all of AAA's investment assets. As a result, Procific, which currently has significant capital at risk in connection with AAA, indirectly holds a significant interest in the Company.

The Company believes that Procific's confidence in the business and management of the Company and its involvement as an active and engaged shareholder will be in the best interests of the Company and all of its shareholders and AAA and all of its interest holders. Therefore, after careful consideration, the Company believes that granting Procific the rights as set out in this letter agreement will be the least invasive yet most effective manner in which to benefit the Company and AAA interest holders. The rights granted pursuant to this letter agreement are not transferrable by Procific (other than to certain affiliates) and are not intended to increase the value of Procific's interest in AAA but to enhance the value of the interests of all interest holders in AAA.

Additionally, as you are aware, the Company is contemplating a restructuring of its capital structure, immediately following which the Apollo Group (as defined below) will hold shares in the Company which will have 45% of the total votes attributable to all the shares of the Company then issued and outstanding (the "Restructuring"). For purposes of this letter agreement, "Apollo Group" means (i) Apollo Global Management, LLC ("AGM"), (ii) Apollo Life Re Ltd. and AAA Guarantor – Athene, L.P., (iii) any investment fund or other collective investment vehicle whose general partner or managing member is owned, directly or indirectly, by AGM or by one or more of AGM's subsidiaries and (iv) any affiliate of a person described in clause (i), (ii) or (iii) above; provided, that none of the Company or its subsidiaries, nor any person employed by the Company, its subsidiaries or Athene Asset Management LLC, shall be deemed to be a

member of the Apollo Group. For the avoidance of doubt, any person managed by AGM or by one or more of AGM's subsidiaries pursuant to a managed account agreement (or similar arrangement) without AGM or one or more of AGM's subsidiaries controlling such person as a general partner or managing member shall not be part of the Apollo Group.

1. Amendment of Limited Partnership Agreement of AAA and Shareholders Agreement of Athene

AGM and the Company agree that (i) Sections 16A and 16B of the First Amended and Restated Limited Partnership Agreement of AAA, dated as of December 3, 2010 (as amended on October 31, 2012, the "AAA LPA") shall not be amended in a manner directly or indirectly adverse to Procific, without Procific's consent and (ii) following the adoption of the Fifth Amended and Restated Shareholders Agreement, to be entered into by and among the Company and its shareholders listed on the signature pages thereto or who become a party thereto (the "Shareholders Agreement") in connection with the Restructuring, Sections 3.4 and 3.8 of the Shareholders Agreement shall not be amended in a manner directly or indirectly adverse to Procific, without Procific's consent; provided, in each case, that in the event that such amendment is directly or indirectly adverse to Procific, upon the request of the Company, the parties hereto agree to negotiate in good faith one or more additional changes or modifications thereto such that the result is that all such changes and modifications, in the aggregate, are not directly or indirectly adverse to Procific.

2. Board of Directors of the Company and Committees of the Board

Subject to the immediately following paragraph, at the time of the Restructuring and thereafter, AGM shall, and shall cause its controlled affiliates to, vote the shares in the Company controlled by the Apollo Group in favor of (i) the election of, (A) prior to the Termination Date (as defined below), two (2) senior investment professionals employed by Abu Dhabi Investment Authority ("ADIA"), Procific or their respective subsidiaries that are identified by Procific (the "Procific Nominees") to the board of directors of the Company (the "Board"), and (B) following the Termination Date, one (1) Procific Nominee to the Board, (ii) until consummation of a QIPO, the appointment of a Procific Nominee designated by Procific to serve as a member of each of the compensation and risk committees of the Board and (iii) until the Termination Date, the appointment of a Procific Nominee designated by Procific to serve as a member of the conflicts committee of the Board. In connection with a QIPO, (x) Procific shall cause any Procific Nominee serving on any committee of the Board, other than the conflicts committee, to resign from all such committee(s), in each case, with such resignation to be effective upon the consummation of such QIPO and (y) AGM shall cause any employees of the Company or Athene Asset Management LLC serving on the conflicts committee of the Board to resign from such committee, with such resignation to be effective upon the consummation of such QIPO. In connection with a Termination Event, Procific shall cause one Procific Nominee to resign from the Board and shall cause any Procific Nominee serving on the conflicts committee of the Board to resign from such committee, in each case, with such resignation to be effective on the Termination Date. For

purposes of this letter agreement only, (I) “QIPO” means the consummation of the sale by one or more persons in one or a series of underwritten public offerings of common equity of the Company that (A) is led by a nationally recognized financial institution reasonably acceptable to the Board, (B) is registered on a Form S-1 registration statement (or a comparable form of registration statement) under the Securities Act of 1933, as amended (or applicable UK securities law) and (C) following which such publicly-offered common equity is listed on the New York Stock Exchange, The NASDAQ Stock Market or the London Stock Exchange’s Main Market and (II) “Termination Date” means the date on or following a QIPO upon which Class A Common Shares of the Company (the “specified shares”), in an amount equal to at least 15% of the issued and outstanding Class A Common Shares and Class B Common Shares, are held by persons and entities who are not affiliates of the Company and such specified shares are freely tradable.

In the event that Procific, ADIA or any other affiliate of Procific that is controlled by ADIA (together with ADIA, a Permitted Affiliate) ever has the opportunity to hold shares in the Company directly, Procific or the Permitted Affiliate shall elect whether to hold such shares either (x) directly or (y) through a limited partnership (the “Procific LP”) of which an affiliate of AGM is the general partner and Procific or its affiliate is the limited partner such that the Procific LP would be part of the Apollo Group; provided, that in the event that Procific or any “Tax Attributed Affiliate” (as defined in the proposed Sixth Amended and Restated Bye-laws of the Company (as amended from time to time, the “Bye-Laws”) to be entered into in connection with the Restructuring) of Procific ever holds any shares in the Company directly (including as a result of a distribution of shares from the Procific LP as described in the next sentence), (i) such shares shall be non-voting to the extent provided in the Bye-laws, (ii) AGM shall have no further obligations under this Section 2 to vote in favor of the election of any Procific Nominee to the Board or the appointment of any Procific Nominee to any committee of the Board and (iii) Procific or its Permitted Affiliate shall cause the Procific Nominee(s) to immediately resign from the Board and all committees of the Board; provided, further, that the Company and AGM acknowledge that, with respect to Procific or any of its Permitted Affiliates, “Tax Attributed Affiliate” shall be interpreted to mean Procific, ADIA and any other affiliate of Procific that is controlled by ADIA, unless the Company reasonably determines that a different interpretation should apply as a result of either a change in applicable law or regulation after the date hereof or a change in the interpretation of current or future applicable law or regulation supported by an appropriate authority (such as a court decision or guidance from a taxing authority). The limited partnership agreement of the Procific LP shall (I) provide that neither AGM nor its affiliates shall be entitled to any fees or carry from the Procific LP or its limited partner; (II) provide that, at Procific’s election, either (A) the limited partner in its discretion may instruct at any time and from time to time the general partner of the Procific LP to distribute the shares in the Company owned by the Procific LP to the limited partner or dispose of such shares and distribute the proceeds to the limited partner (in either case subject to any legal or regulatory restrictions or limitations and any restrictions or limitations contained in the Amended and Restated Registration Rights Agreement, dated as of October 13, 2010, by and among the Company and its shareholders listed on the signature pages thereto or who become a party thereto (as

amended from time to time, the “Registration Rights Agreement”) or any lock-up agreement entered into in connection with any registered offering) or (B) the general partner of the Procific LP shall have the power to dispose of the shares in the Company owned by the Procific LP and thereafter distribute the proceeds to the limited partner, subject to reasonable guidelines regarding the timing and other terms of such disposals to be agreed upon between Procific and AGM at the time of the establishment of the Procific LP; and (III) contain the following covenant: “Neither Procific nor any of its affiliates holding a limited partnership interest in the Procific LP will be deemed to be engaged, now or in the future, either directly or indirectly and whether conducted within or outside the United States, in “commercial activities” as currently defined and interpreted in Section 892 of the Internal Revenue Code of 1986 (as amended, supplemented or restated from time to time) and the Treasury Regulations promulgated thereunder, solely as a result of holding a limited partnership interest in the Procific LP.” For avoidance of doubt, the limited partnership or other carry vehicle described in Section 16B of the AAA LPA is not the Procific LP, and Section 16B and this paragraph are mutually independent.

3. Confidentiality

(a) Procific agrees that it will use the Confidential Information (as defined in Section 3(b) below) solely for the purpose of monitoring the Company’s strategy in connection with a potential initial public offering of the Company, and will use reasonable precautions in accordance with its established procedures to keep such information confidential; provided, however, that any such information may be disclosed to Procific’s affiliates, partners and its and their respective directors, officers, employees, agents, counsel, auditors, advisors, consultants and representatives (collectively, (including the affiliates and partners), the “Representatives”) who need to know such information for the purpose of performing their duties in the normal course of business with respect to Procific (it being understood that such Representatives shall be informed by Procific of the confidential nature of such information and instructed to abide by these confidentiality provisions). To the extent permitted by applicable law, Procific agrees to be responsible for any breach of this letter agreement that results from the actions or omissions of Procific’s Representatives.

(b) The term “Confidential Information” means (i) all information related to the Company and its subsidiaries provided to Procific by or on behalf of the Company or its affiliates (the “Furnishing Parties”), and (ii) all analyses developed by Procific directly using any information specified under clause (i) above. The term “Confidential Information” shall not include information that (A) is or becomes generally available to the public other than as a result of a disclosure by Procific in violation of this letter agreement, (B) was within Procific’s possession prior to it being furnished to it by a Furnishing Party or their respective representatives; provided, that the source of such information was not known by Procific to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party or any other person or entity with respect to such information or (C) is or becomes available to Procific on a non-confidential basis from a source other than a Furnishing Party or their respective representatives; provided, that such source is not known by

Procific to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party, or any other person or entity with respect to such information.

(c) Procific shall be permitted to disclose any Confidential Information in the event that Procific is otherwise required by law or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction) or in connection with any legal proceedings. Procific agrees that it will notify the Company as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

4. Market-Sensitive Information

(a) Procific acknowledges on behalf of itself and its Representatives who are informed as to the matters that are the subject of this letter agreement (Covered Representatives), that certain securities laws prohibit any person who or that has received from or on behalf of an issuer or any of its subsidiaries material, "non-public" information or "price sensitive" information (collectively, "Non-Public Information") from purchasing or selling securities of such issuer or any of its subsidiaries or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Information received about the Company may constitute Non-Public Information about the Company, AAA or AGM.

(b) Procific shall not, and shall cause its Covered Representatives to not, disclose or use Non-Public Information in violation of any applicable law (it being understood that consultation with Designated Counsel shall not cure a violation of this covenant and it being further understood that the Company, AGM and AAA are all intended beneficiaries of this Section 4). Procific and such Covered Representatives shall not purchase or sell any securities of AAA or the Company without first notifying Designated Counsel (as defined below). If Designated Counsel determines that applicable securities laws prohibit Procific and/or such Covered Representative from purchasing or selling securities of AAA or the Company due to such Person's receipt of Non-Public Information, such Person shall refrain from purchasing or selling securities of AAA or the Company, as applicable, until such prohibition is no longer applicable. "Designated Counsel" means Willkie Farr & Gallagher LLP or such other legal counsel chosen by Procific with the consent of the General Counsel of the Company which consent shall not be unreasonably withheld, it being understood that an existing legal conflict of interest between such counsel and the Company shall be reasonable grounds for the General Counsel to withhold consent. The restrictions set forth in this Section 4(b) will only apply to the purchase or sale of securities of AAA or the Company, as the case may be, if such securities are publicly traded.

5. Registration Rights Agreement

The Company agrees not to amend the Registration Rights Agreement without the prior written consent of Procific, other than the proposed second amended and restated registration rights agreement to be entered into in connection with the Restructuring.

In the event that Procific holds equity interests in the Company directly or through the Procific LP, the Company and Procific agree that Procific (if such equity interests are held directly) or the Procific LP (if such shares are held through the Procific LP) shall become a party to the Registration Rights Agreement no later than five (5) days from the earlier of (i) the date of receipt by the Company of written notice from Procific that it holds equity interests in the Company directly or through the Procific LP and (ii) the date on which the Company acquires actual knowledge that Procific holds equity interests in the Company directly or through the Procific LP.

At the time of the Restructuring and thereafter, to the extent that the Company proposes to effectuate a public offering of equity interests in the Company that includes a selling shareholder, Procific shall be entitled to participate in such offering on a pro rata basis (based on Procific's (direct or indirect) ownership of equity in the Company as of the date of such offering) with respect to the selling shareholders.

6. Shareholders Agreement

In the event that Procific holds equity interests in the Company directly or through the Procific LP, AGM shall take all steps necessary to ensure that (i) Procific or the Procific LP, as applicable, is deemed to be an "Institutional Shareholder" pursuant to clause (iii) of the definition of "Institutional Shareholder" in the Shareholders Agreement, and thereafter (ii) any Transfer of Shares by Procific or the Procific LP, as applicable, is deemed to be a "Permitted Transfer" pursuant to clause (d) of the definition of "Permitted Transfer" in the Shareholders Agreement (as such terms are defined in the Shareholders Agreement), subject to compliance with applicable law and regulation.

7. Tax Jurisdiction

If the Company determines that it is in the best interest of the Company to redomesticate the Company to the United States of America or any other jurisdiction, the Company shall consult with Procific and provide Procific at least thirty (30) days prior notice (or if such redomestication is to the United States of America, at least 180 days prior written notice) before effectuating such redomestication to enable Procific the opportunity to take any actions necessary to address Procific's specific tax considerations.

8. Insurance Laws

The parties intend that the provisions of this letter agreement shall not result in Procific being deemed to control the Company and its subsidiaries for purposes of insurance holding company laws, and shall be interpreted in a manner consistent with such intent. If any of the rights herein are alleged by a state insurance regulatory

authority in the United States to cause Procific and/or its affiliates to be considered to be affiliates of the Company or the Company's subsidiaries, or within the holding company system of any of the Company's insurance company subsidiaries, then (i) to the extent the Company or the Company's subsidiaries receive an inquiry or notification from any state insurance regulator regarding Procific's alleged affiliation with the Company or the Company's subsidiaries, the Company shall promptly notify Procific of such inquiry or notification; (ii) the Company and the Company's subsidiaries and Procific will use their respective commercially reasonable efforts, and cooperate fully with each other to respond to such regulatory inquiry or notification and advocate against such a determination; (iii) the Company and the Company's subsidiaries will keep Procific and its counsel informed of any substantive communication received from such insurance regulator or given by the Company or the Company's subsidiaries to such regulator with respect to such determination and Procific will similarly keep the Company and the Company's subsidiaries informed of any communications received from state insurance regulators with respect to such determination; and (iv) in the event such state insurance regulatory authority determines that the rights herein create an affiliate relationship between Procific and/or its affiliates and the Company or the Company's subsidiaries or that Procific and/or any of its affiliates is a member of the Company's or any of the Company's insurance company subsidiaries' holding company system, the parties shall use their respective commercially reasonable efforts to revise Procific's rights only to the minimum extent necessary to overcome the determination of any state insurance regulatory authority that Procific and/or any of its affiliates are affiliates of the Company or the Company's subsidiaries, or within the holding company system of any of the Company's insurance company subsidiaries and shall use their respective commercially reasonable efforts to obtain state insurance regulatory approval of such revised rights to the extent required.

9. Termination

This letter agreement shall automatically and permanently terminate and be of no further force and effect without any action by any party hereto at any time when Procific ceases to be a Qualifying Shareholder (as defined below); provided, that Procific's obligations under Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of this letter agreement shall survive any such termination. For purposes of this letter agreement, "Qualifying Shareholder" means Procific so long as it owns, directly or indirectly, at least 40% of the equity interests in the Company that it holds as of the date hereof (determined after giving pro forma effect to any shares of the Company issued to AAA or its subsidiaries in connection with the transactions contemplated by the Contribution Agreement).

10. Binding on Successors

If the Company or any of its successors or assigns (i) merges or consolidates with or merges into any other entity and shall not be the surviving or continuing entity of such consolidation or merger or (ii) transfers all or substantially all of its respective properties and assets as an entity in one or a series of related transactions to any entity or related entities, then in either such case, proper provisions shall be made so that the successor or

assign of the Company assumes all of the obligations of the Company under this letter agreement and the Registration Rights Agreement. If such successor or assign is publicly-traded on the New York Stock Exchange, The NASDAQ Stock Market or the London Stock Exchange Main Market, then such merger, consolidation or transfer shall be deemed a "QIPO" for all purposes hereunder and shall also be deemed to result in the passing of the "Termination Date."

11. Assignment; Transfers to Affiliates

Until consummation of an initial public offering of the Company, Procific may transfer its direct interests in the Company (if any) to a Permitted Affiliate with the prior written consent of AGM and the Company (such consent not to be unreasonably withheld or delayed). If Procific transfers all or a portion of its direct or indirect interest in the Company to any Permitted Affiliate, such transferee shall be entitled to the rights granted under this letter agreement and references to Procific herein shall be deemed to include such transferee; provided, that such transfer does not adversely affect, in any material respect, the Company or any of its affiliates or securityholders from a tax or regulatory perspective. For the avoidance of doubt, Procific and its permitted transferees, in the aggregate, shall not be entitled to appoint more Procific Nominees pursuant to Section 2 of this letter agreement than as set forth therein pursuant to this Section 11. Except as specifically permitted pursuant to this Section 11, Procific may not assign any of its rights or assign or delegate any of its obligations under this letter agreement without the prior written consent of the Company and AGM.

12. Severability

It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction, or is otherwise reasonably determined by the Company (based on the advice of counsel) to be invalid, prohibited or unenforceable for any reason, such provision shall be ineffective, null and void and all actions previously taken pursuant to such provision shall be rescinded, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

13. No Publicity

Each party agrees that it has not made since October 22, 2012 and shall not make, and shall cause its affiliates not to make, any public reference to (i) any other party hereto or any of its affiliates with respect to the Restructuring or the transactions contemplated by the Contribution Agreement and this letter agreement, (ii) the terms and conditions

contained herein or therein, or the terms of Procific's (direct or indirect) investment in the Company, including without limitation on any website or other media, except (x) as required by applicable law or regulation or listing rule (including in the event that the Company takes a voluntary action, such as pursuing an acquisition, divestiture, public offering or other financing transaction, conducting its business or starting a new line of business or expanding an existing line of business into new jurisdictions, the result of which is that such information is required to be disclosed by applicable law or regulation or listing rule; provided, that in such instance, the disclosing party shall provide the referenced party with reasonable advance notice of and a reasonable opportunity to review and comment on such disclosure unless prohibited by such applicable law, regulation or listing rule), or (y) if it obtains the prior consent of the other parties hereto as to the substance of such disclosure; provided, further, that for purposes of the foregoing, none of the Company, the Company's subsidiaries or Athene Asset Management LLC shall be considered an "affiliate" of AGM, and the Company shall be responsible for any breach of this Section 13 by the Company, the Company's subsidiaries or Athene Asset Management LLC.

14. Governing Law

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to choice of law doctrine. In the event of any dispute, controversy or claim arising out of, connected with, or relating to this letter agreement, or to the breach, termination, invalidity, existence or interpretation thereof (singly or cumulatively hereinafter referred to as a "Dispute") the parties' preference for resolution is by a face-to-face meeting between their respective senior executive officers or their designated representatives. Notwithstanding the foregoing, in the event that a Dispute is not resolved within 30 days of one party's written notice of such Dispute to the other party, then such Dispute, without prejudice to the parties' rights to seek interim legal remedies such as injunctions, shall be finally settled by binding arbitration under the Commercial Rules of the American Arbitration Association (the "Rules") by three arbitrators, one of which shall be selected by Procific, (ii) one of which shall be jointly selected by AGM and the Company, and (iii) one of which shall be selected by the mutual agreement of the arbitrators selected by the parties, in each case in accordance with the Rules. The place of arbitration shall be the International Center for Dispute Resolution in New York, New York, and the arbitration shall be conducted in English. The predominately losing party shall be responsible for the predominately prevailing party's costs and expenses, including, without limitation, legal fees (including fees and expenses of internal legal personnel allocable to the Dispute that is the subject of such arbitration) in respect of the arbitration proceeding and any ancillary proceeding to obtain injunctive or other interim relief or to enforce a final arbitral award or other final relief. The parties agree that all information concerning the arbitration (including the facts surrounding the Dispute that is the subject of such arbitration, the substance of such arbitration and the Dispute, any interim or final relief awarded, any other result of such arbitration and the existence of such arbitration) shall remain confidential and not be disclosed, except as may be required to obtain any injunctive or other interim relief, or enforce any arbitral award or other final relief.

15. Letter Agreement Controls

This letter agreement supplements the Shareholders Agreement and the Registration Rights Agreement as among Procific and the Company, and the terms of this letter agreement shall control with respect to Procific in the event any conflict exists between this letter agreement and the Shareholders Agreement or the Registration Rights Agreement.

16. Amendments

This letter agreement may only be amended by an instrument in writing signed by the parties hereto.

17. Counterparts

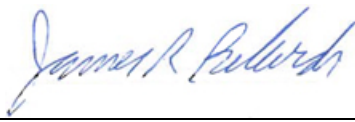
The parties hereto may execute this letter agreement in one or more counterparts, each of which constitutes an original copy of this letter agreement and all of which, collectively, constitute only one agreement. The signatures of all the parties hereto need not appear on the same counterpart.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Please acknowledge your agreement with respect to the foregoing by signing below.

Regards,

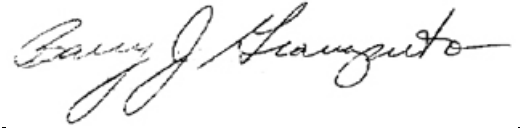
ATHENE HOLDING LTD.



By: _____

Name: James R. Belardi
Title: Chief Executive Officer

[LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]



By: _____
Name: Barry J. Giarraputo
Title:

[LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]

AGREED AND ACKNOWLEDGED:

PROCIFIC

By: 

Name: Hareb Al Darmaki
Title: Director

By: 

Name: Ahmed Ghubash
Title: Director

[LETTER AGREEMENT – ATHENE, AGM AND PROCIFIC]

PURCHASE AGREEMENT

BY AND BETWEEN

ATHENE HOLDING LTD.

AND

ATHENE ASSET MANAGEMENT, L.P.

DATED AS OF DECEMBER 31, 2015

December 31, 2015

Athene Asset Management, L.P.
2121 Rosecrans Avenue, Suite 5300
El Segundo, California 90245

Ladies and Gentlemen:

SECTION 1. Introduction. Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), confirms its agreement with Athene Asset Management, L.P., a Cayman Islands limited partnership ("AAM") (the "Agreement") with respect to the purchase by AAM of 23,250 class M-4 common shares of the Company, comprised of 7,750 time vesting shares and 15,500 performance vesting shares (collectively, the "Shares") pursuant to the Company's 2014 Share Incentive Plan, as amended, at the fair market value per share as of December 31, 2015. It is understood that AAM intends to direct the Company to grant the Shares purchased hereby to certain employees, directors and consultants of AAM in accordance with the form of restricted share award agreement attached hereto as Exhibit A (the "Share Award Agreement").

SECTION 2. Delivery and Acceptance of the Shares. Subject to the conditions set forth herein, the Company agrees to issue and sell, and AAM agrees to purchase, the Shares on December 31, 2015, or on such other date as AAM and the Company shall mutually agree (the "Closing"), at a purchase price per share equal to the fair market value per share as of December 31, 2015 as determined by the Company and as is consistent with the Company's financial statements (the "Purchase Price").

SECTION 3. Representations, Warranties and Agreements of AAM. AAM acknowledges that the Shares have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. AAM hereby represents, warrants and agrees that, following AAM's purchase of the Shares, it shall not sell, convey or transfer the Shares to any person other than an employee, director or consultant of AAM who has duly executed the Share Award Agreement relative to such Shares in the form set forth in Exhibit A hereto.

SECTION 4. Representations, Warranties and Agreements of the Company. The Company hereby represents, warrants and agrees that the Shares have been duly authorized, and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable.

SECTION 5. Conditions of AAM's Obligation. The obligation of AAM to purchase the Shares as provided herein on the Closing shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in this Agreement as of the Closing and to the timely performance by the Company of its obligations hereunder, and to AAM having received such information, documents and opinions as it may reasonably require.

SECTION 6. Indemnification

(a) The Company hereby agrees to indemnify, defend and hold harmless AAM and its respective successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (any such persons, collectively, the "AAM Group") from and against all claims, actions or causes of action, assessments, demands, losses, damages, judgments, settlements, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' and accounting fees and expenses of any nature whatsoever, whether actual or consequential (collectively, "Damages"), asserted against, imposed upon or incurred directly by any member of the AAM Group by reason of or resulting from a breach of any agreement or representation or warranty or covenant by the Company contained herein.

(b) AAM hereby agrees to indemnify, defend and hold harmless each of the Company and its respective successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (any such persons, collectively, the "Company Group"), from and against all Damages, asserted against, imposed upon or incurred directly by any member of the Company Group by reason of or resulting from a breach of any agreement or representation, warranty or covenant by AAM contained herein.

(c) For the avoidance of doubt, the indemnification obligations set forth in this section shall survive the Closing.

SECTION 7. Governing Law Provisions; Jurisdiction.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws thereof.

(b) The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of either the courts of Bermuda or the courts of the State of New York and the federal courts of the United States of America located in the County of New York, in the State of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved.

SECTION 8. *Binding Effect; Assignment; No Third Party Benefit.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns (including but not limited to any employee, director or consultant of AAM to whom any Shares are awarded), any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 9. *Amendment.* The provisions of this Agreement may be amended, waived or modified only with the written consent of AAM and the Company.

SECTION 10. *Share Award Agreements.* The terms of the Shares shall be governed by the Share Award Agreement attached as Exhibit A herein. The Company shall not be obligated to issue Shares to any employee, director or consultant of AAM unless such employee, director or consultant, as the case may be, duly executes the Share Award Agreement relative to such Shares in the form set forth in Exhibit A herein prior to such issuance.

SECTION 11. *Waiver.* No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

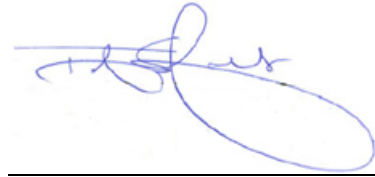
SECTION 12. *Counterparts.* This Agreement may be executed by the parties hereto in any number of counterparts (including without limitation, facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

SECTION 13. *Further Assurances.* Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to AAM the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

ATHENE HOLDING LTD.



By: _____
Name: Tab Shanafelt
Title: Chief Legal Officer

The foregoing Agreement is hereby confirmed and accepted by the Company as of the date first above written.

ATHENE ASSET MANAGEMENT, L.P.

By its general partner: AAM GP LTD.

By: _____
Name:
Title:

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to AAM the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

ATHENE HOLDING LTD.

By: _____

Name:

Title:

The foregoing Agreement is hereby confirmed and accepted by the Company as of the date first above written.

ATHENE ASSET MANAGEMENT, L.P.

By its general partner: AAM GP LTD.

By:  _____

Name: **James R. Belardi**

Title: **Chief Executive Officer**

EXHIBIT A

FORM OF RESTRICTED SHARE AWARD AGREEMENT

ATHENE HOLDING LTD.

2014 SHARE INCENTIVE PLAN

RESTRICTED SHARE AWARD AGREEMENT¹

THIS RESTRICTED SHARE AWARD AGREEMENT (the "Agreement"), dated as of [●] (the "Effective Date"), is made between **ATHENE HOLDING LTD.**, a Bermuda exempted company limited by shares (the "Company"), and the Participant set forth on the signature page to this Agreement (the "Participant").

WHEREAS, the Company, acting through the Committee with the consent of the Company's Board of Directors (the "Board") has agreed to grant to the Participant, effective on [●] (the "Grant Date"), a restricted share award pursuant to the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan") on the terms and subject to the conditions set forth in this Agreement and the Plan; and

WHEREAS, except as otherwise specifically provided herein, Awards granted by the Company are subject to the terms of the Sixth Amended and Restated Shareholders Agreement, by and among the Company and certain of its securityholders, dated as of April 4, 2014 (as it may be further amended from time to time, the "Shareholders Agreement").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement, the parties hereto hereby agree as follows:

Section 1. The Plan.

The terms and provisions of the Plan are hereby incorporated into this Agreement as if set forth herein in their entirety. In the event of a conflict between any provision of this Agreement and the Plan, the provisions of this Agreement shall control. A copy of the Plan may be obtained from the Company by the Participant upon request. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan or the Shareholders Agreement, as the case may be.

Section 2. Grant.

Effective on the Grant Date, on the terms and subject to the conditions of the Plan and this Agreement, the Company hereby grants to the Participant an award to receive Restricted Shares (the "Restricted Shares") at a purchase price of \$0.001 per share (the "Purchase Price"). The Participant agrees to promptly pay (and in all events not later than five (5) days after the Grant Date) the Purchase Price in full, in a lump sum cash payment payable to the Company as a

¹ Note: The Company is in the process of revising its M share award agreements. Any relevant revisions being made to the award agreements of AHL employees generally will be applied to the form of award agreement to be used for AAM employees. These revisions are not expected to be material.

condition to the receipt of the Restricted Shares. The Restricted Shares are separated into two tranches for vesting purposes, the Tranche 1 Restricted Shares ("Tranche 1 Restricted Shares") and Tranche 2 Restricted Shares ("Tranche 2 Restricted Shares"), in the amounts set forth on the signature page hereto.

Section 3. Dividend and Voting Rights.

A Participant who holds Restricted Shares shall not have the rights of a shareholder with respect to such shares, including the right to vote, if any, thereon until such Restricted Shares vest in accordance with Section 4. Notwithstanding the foregoing, at any time after a Return of Investment (as defined below) has been achieved, in the event the Company pays a dividend on Shares, the Participant shall be entitled to receive an Adjusted Dividend (as defined below) on the Restricted Shares (the "Specified Shares") held by the Participant that would have been eligible to receive the dividend but for the fact that such Shares were not vested. The Adjusted Dividend shall be payable, from time to time, within two and one-half months after all or any portion of the Specified Shares vest pursuant to Section 4(a) or 4(b); provided that under no circumstances shall any such Adjusted Dividend be paid prior to the achievement of a Return on Investment (as defined below). An "Adjusted Dividend" means, with respect to each dividend declared and paid on Shares by the Company following the achievement of a Return on Investment (including, with respect to the dividend which causes a Return of Investment to be achieved, the portion, if any, of such dividend in excess of the amount necessary to cause a Return of Investment), the per share dividend calculated by determining the total amount of dividends that would have been payable on the Specified Shares, assuming, solely for this purpose, that the time and performance hurdles under Sections 4(a) and 4(b) below were fully satisfied as of the time that such dividend was paid, and dividing this amount by the number of Specified Shares. "Return of Investment" shall be the time at which dividends (whether in cash or specie) or consideration in redemption shall have been paid, or Realized Cash shall have been received or deemed to have been received, with respect to the Class A Common Shares actually purchased on or after the initial closing date of the Company's 2014 private placement of Class A Common Shares (the "Placement Date") in an amount equal to the offering price per share in such private placement. For the avoidance of doubt, after a Return of Investment, dividends on vested Restricted Shares shall be paid at the same time that such dividends are paid to other stockholders. Solely for the purpose of this Section 3 and Section 5, for purposes of determining Return of Investment, Realized Cash shall be deemed to have been received after an IPO in an amount equal to the product of (A) the number of such Class A Common Shares and (B) the volume weighted average closing trading price for such Class A Common Shares during the ninety (90) preceding trading days before any date of determination.

If the Participant forfeits any unvested Restricted Shares, the Participant shall also forfeit any payments related to dividends otherwise deliverable in connection with the forfeited Restricted Shares.

Section 4. Vesting.

Subject to the Participant's not having a Termination of Relationship prior to the applicable vesting date (except as provided in Sections 4(a)(ii), 4(a)(iii) and 4(b)(ii)), the Restricted Shares shall become non-forfeitable and the restrictions imposed thereon pursuant to Section 6(a) shall lapse (any Restricted Shares that shall have become non-forfeitable pursuant to Section 4, the "Vested Shares") according to the following provisions:

(a) Tranche 1 Restricted Shares.

(i) Twenty-percent (20%) of the Tranche 1 Restricted Shares shall become Vested Shares on each of the 1st, 2nd, 3rd, 4th and 5th anniversaries of [February 15, 2016], and prior to becoming vested, shall be subject to the restrictions set forth in Section 6(a).

(ii) In the event of the consummation of a Sale of the Company or upon the occurrence of a Change in Control (A) prior to the Participant's Termination of Relationship or (B) within six (6) months following a Termination of Relationship of the Participant by the Company, its Subsidiaries and/or the Asset Management Company without Cause, by the Participant for Good Reason or as a result of the Participant's death or Disability (each, a "Qualifying Termination") the Tranche 1 Restricted Shares which have not theretofore vested or been forfeited shall vest in full and shall become Vested Shares. "Change in Control" means any event or series of events by which (i) the Apollo Group ceases to own, directly or indirectly, equity interests in the Company ("Equity Interests") representing 40% or more on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company, and (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of a greater percentage on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company than such percentage owned by the Apollo Group. For purposes of the definition of Change in Control, "Apollo Group" means (i) Apollo Global Management, LLC, any investment fund or managed account managed by Apollo Global Management, LLC and any of their respective Affiliates (in each case, other than any operating portfolio companies of an Apollo managed fund or the Company or any of the Company's Subsidiaries), and (ii) any employees of or consultants to the entities described in clause (i).

(iii) In the event that the Participant is party to a written employment agreement with either the Company, any of its Subsidiaries or with the Asset Management Company, any vesting provisions applicable to the Tranche 1 Restricted Shares contained therein are hereby incorporated by reference into this Agreement.

(iv) For the avoidance of doubt, any Tranche 1 Restricted Shares that are unvested on the date of the Participant's Termination of Relationship (excluding any Restricted Shares that are eligible to vest pursuant to Section 4(a)(iii)) shall be forfeited to the Company as of such date in accordance with Section 6; provided, that, any Tranche 1 Restricted Shares that are eligible to vest following the Participant's Qualifying Termination pursuant to Section 4(a)(ii) shall be forfeited to the Company on the date that is six (6) months following the date of the Participant's Qualifying Termination, to the extent then unvested.

(b) Tranche 2 Restricted Shares.

(i) The Tranche 2 Restricted Shares shall become Vested Shares pursuant to the terms and conditions set forth on Schedule 1, and prior to becoming vested, shall be subject to the restrictions set forth in Section 6(a). For the avoidance of doubt, except as otherwise provided in Section 4(b)(ii), any Tranche 2 Restricted Shares that are invested on the date of the Participant's Termination of Relationship shall be forfeited to the Company as of such date in accordance with Section 6.

(ii) In the event of a Qualifying Termination of the Participant, the Tranche 2 Restricted Shares that are outstanding and invested as of the date of the Qualifying Termination shall remain outstanding and eligible to vest pursuant to the terms and conditions set forth on Schedule 1 for a period of eighteen (18) months following the later of the IPO Date and the date of such Qualifying Termination and, to the extent such Tranche 2 Restricted Shares are invested at the end of such eighteen (18) month period, shall be immediately forfeited to the Company.

Section 5. Limitations upon Liquidation and Distributions.

Notwithstanding anything to the contrary herein or in the Plan or the Shareholders Agreement, it is the intent and agreement of the parties hereto that upon (i) a Liquidation of the Company, any distributions on or proceeds in respect of Vested Shares shall only be paid to the extent a Return of Investment has been achieved and (ii) Vested Shares shall not be entitled to any dividends until the achievement of a Return of Investment. For this purpose, a Return of Investment shall be determined including sale proceeds and deemed sale proceeds taken into account for purposes of Section 3.

Section 6. Restrictions on Transfer.

(a) Restrictions Prior to Vesting; Effect of Termination of Employment Prior to Vesting Prior to the time that the Restricted Shares have become Vested Shares pursuant to Section 4, the Restricted Shares, any interest therein or any amount payable in respect thereof shall not be sold or Transferred. Except as expressly provided in Section 4(a)(ii) and Section 4(a)(iii) as to the Tranche 1 Restricted Shares and Section 4(b)(ii) as to the Tranche 2 Restricted Shares, if the Participant ceases to be employed by or ceases to provide services to the Company, a Subsidiary or the Asset Management Company, the Participant's Restricted Shares shall be forfeited to the Company to the extent such shares have not become Vested Shares pursuant to Section 4 as of the date of the Participant's Termination of Relationship (regardless of the reason for such termination of employment or service, whether with or without cause, voluntarily or involuntarily, or due to death or Disability). Restricted Shares subject to Section 4(a)(ii) and Section 4(a)(iii) and Section 4(b)(ii) shall be forfeited on the date or dates such Restricted Shares are no longer eligible to vest pursuant to such provisions to the extent that such Restricted Shares do not become Vested Shares prior to such date or dates. In addition, in the event of the earliest to occur of (i) a Sale of the Company, or (ii) a Liquidation of the Company, or (iii) the 10th

anniversary of the Grant Date, the Participant's Restricted Shares shall be forfeited to the Company immediately prior to the occurrence of such event to the extent such shares have not become Vested Shares or to the extent that such shares shall not otherwise become Vested Shares upon the consummation of the Sale of the Company or the Liquidation of the Company. Upon the occurrence of any forfeiture of Restricted Shares hereunder, such forfeited Restricted Shares shall be automatically transferred to the Company as of the date of such forfeiture, without any other action by the Participant. The Company may exercise its powers under Section 10(d) hereof and take any other action necessary or advisable to evidence such transfer. The Participant shall deliver any additional documents of transfer that the Company may request to confirm the transfer of such forfeited Restricted Shares to the Company. Within a reasonable period of time following the Company's receipt of such forfeited Restricted Shares, and any other documents required pursuant to the preceding sentence, the Company shall pay to the Participant (in the form of a check or by cancellation of money purchase indebtedness) an amount equal to the lesser of (i) the original Purchase Price paid by the Participant for the forfeited Restricted Shares, or (ii) the Fair Market Value of the forfeited Restricted Shares determined as of date of such forfeiture. No interest shall be paid with respect to and no other adjustments (other than adjustments in accordance with Article X of the Plan) shall be made to the repurchase amount determined pursuant to the preceding sentence.

(b) Restrictions After Vesting. Upon and after the time that any Restricted Shares have become Vested Shares pursuant to Section 4, such Vested Shares shall not continue to be subject to the restrictions set forth in Section 6(a), but such Vested Shares shall continue to be subject to the other limitations and restrictions set forth herein (including Section 6(e) below), in the Plan and in the Shareholders Agreement.

(c) Transfers Void. Any sale or transfer, or purported sale or transfer, of any unvested Restricted Shares acquired pursuant to this Agreement or any interest therein other than to the Company shall be null and void.

(d) Charter Documents. The Certificate of Altered Memorandum of Association, the Bye-laws of the Company, the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement (collectively, the "Other Agreements"), as any of them may be amended from time to time, may provide for additional restrictions and limitations with respect to the Shares (including additional restrictions and limitations relating to the preference return on common equity of the Company to the shareholders of such equity and on the transfer of Shares). To the extent that the restrictions and limitations set forth in the Other Agreements are greater than those set forth in this Agreement, such restrictions and limitations shall apply to the Restricted Shares as well as any Restricted Shares that may have become Vested Shares and are incorporated herein by this reference. The restrictions and limitations set forth in such Other Agreements are not, however, in lieu of, nor shall they in any way reduce or eliminate, any limitation or restriction on the Shares imposed under the Plan or this Agreement, including Section 6(e) below. In the event of any conflict between the terms of the Other Agreements and the terms of the Plan or this Agreement, the terms contained in the Plan or this Agreement shall be controlling.

(e) Call Rights. Notwithstanding anything herein or in the Other Agreements to the contrary (including Section 3.7 of the Shareholders Agreement), the Participant and the

Company agree that the provisions of this Section 6(e) shall apply with respect to the Vested Shares, any Class A Common Shares into which such Vested Shares are exchanged or converted pursuant to Section 11 and any shares into which such Class A Common Shares are exchanged or converted in connection with or prior to any IPO (collectively, the Vested Shares, any Class A Common Shares into which the Vested Shares are exchanged and any shares into which such Class A Common Shares are exchanged or converted in connection with or prior to an IPO, referred to hereinafter as the “Subject Shares”).

(i) Within 270 days following a Participant’s Termination of Relationship for any reason (or the date on which the Restricted Shares become Vested Shares, if later), the Company shall have the right (but not the obligation) to repurchase all or any portion of the Subject Shares, and the Participant shall be obligated to sell any such Subject Shares in accordance with this Section 6(e). Any Permitted Transferee that received Subject Shares pursuant to clause (b) of the definition of Permitted Transfer as set forth in the Shareholders Agreement shall be subject to this Section 6(e) as if such Permitted Transferee and the Participant through which such Permitted Transferee received such Subject Shares are one and the same. For the avoidance of doubt, the Company’s repurchase of a portion of the Subject Shares held by the Participant (or Permitted Transferee) shall not preclude the Company from repurchasing additional Subject Shares held by such Participant (or Permitted Transferee) at a later date or dates within the 270-day period(s) described above.

(ii) In the event that the Company wishes to exercise its rights pursuant to this Section 6(e), the Company shall deliver to such Participant (or his or her heirs or representatives), a timely written notice (the “Repurchase Notice”) that sets forth (i) the number of Subject Shares the Company is repurchasing, (ii) an indication of the price to be paid for each such Subject Shares and (iii) the anticipated closing date of such transaction. The Company shall have the right to revoke the Repurchase Notice at any time prior to the consummation of such repurchase.

(iii) Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be consummated on a date (the “Repurchase Date”) within thirty (30) calendar days following delivery of a Repurchase Notice. Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be made:

(A) with respect to Vested Shares which are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause in cash at a price per Vested Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company less \$[Insert fair market value of the Class A common shares as of December 31, 2015];

(B) with respect to Vested Shares which are repurchased following an IPO, if the Termination of Relationship occurred for any reason other than Cause , in cash at a price per Vested Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice less \$[Insert fair market value of the Class A common shares as of December 31, 2015];

(C) with respect to Vested Shares which are repurchased following a Termination of Relationship for Cause (whether before or after an IPO), in cash at a price per Vested Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares;

(D) with respect to Class A Common Shares into which Vested Shares were exchanged that are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Class A Common Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company,

(E) with respect to Class A Common Shares into which Vested Shares were exchanged that are repurchased after an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Class A Common Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice; and

(F) with respect to Class A Common Shares into which Vested Shares were exchanged that are repurchased following a Termination of Relationship for Cause (whether before or after an IPO), in cash at a price per Class A Common Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares plus \$*[Insert fair market value of the Class A common shares as of December 31, 2015]*.

(iv) The Repurchase Price (defined below) shall be paid in a lump sum cash payment on the Repurchase Date. The Participant (or Permitted Transferee) hereby agrees that upon his or her receipt of such Repurchase Price, the outstanding Subject Shares then owned by such Participant (or Permitted Transferee) that are sold pursuant to this Section 6(e) shall automatically be transferred, sold and assigned to the Company and the Secretary of the Company shall automatically and irrevocably be appointed to transfer such Subject Shares to the Company on the books of the Company with full power of substitution. For purposes of this Section 6(e), the "Repurchase Price" means the price referred to in Sections 6(e)(iii), as applicable.

(v) The Participant (or Permitted Transferee) agrees to provide customary representations and warranties to the Company, including (A) his or her power, authority and legal capacity to enter into such sale and to transfer valid right, title and interest in such Subject Shares; (B) his or her ownership of such Subject Shares and the absence of any liens, pledges, and other encumbrances on such Subject Shares; and (C) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Participant (or Permitted Transferee) or the assets of such Participant (or Permitted Transferee) are bound as the result of such sale.

(vi) If the Participant (or Permitted Transferee) holds Subject Shares which the Company wishes to repurchase in accordance with this Section 6(e), the Participant (or Permitted Transferee) shall be entitled to payment in accordance with this Section 6(e), but shall no longer be entitled to participation in the Company or enjoy other rights as a shareholder with respect to the Subject Shares subject to such repurchase. To the maximum extent permitted by law, the Participant's (or Permitted Transferee's) rights following the Repurchase Notice, with respect to the repurchase of Subject Shares covered thereby, shall be solely the rights that he or she has as a general creditor of the Company to receive the amount set forth in this Section 6(e).

(vii) The provisions of this Section 6(e) shall automatically terminate and be of no further force or effect with respect to any Subject Shares that are no longer subject to the Lock-up (as defined in the Company's Third Amended and Restated Registration Rights Agreement dated April 4, 2014).

Section 7. Protective Covenants.

(a) Confidential Information. The Participant shall not disclose or use at any time any Confidential Information (as defined below) of which the Participant is or becomes aware, whether or not such information is developed by the Participant, except to the extent that such disclosure or use is directly related to and required by the Participant's performance in good faith of duties for the Company, the Asset Management Company or their respective Affiliates. The Participant shall take all appropriate steps to safeguard Confidential Information in the Participant's possession and to protect it against disclosure, misuse, espionage, loss and theft. The Participant shall deliver to the Company upon the Participant's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, the Asset Management Company or any of their respective Affiliates which the Participant may then possess or have under his or her control. Notwithstanding the foregoing, the Participant may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by the Participant while providing services to the Company, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works,

(xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Participant in breach of this Agreement) in a form generally available to the public prior to the date the Participant proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

Nothing herein (including, without limitation, any provision of this Section 7 shall, or is intended to, limit the Participant's right to file a proceeding with, or provide truthful evidence or other information to, any federal, state or local governmental agency.

(b) Restriction on Competition. The Participant acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. The Participant agrees that if the Participant were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Participant not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, the Participant will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of the Participant's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during the Participant's period of service has competed, or any time during the twelve (12) month period following the date of the Participant's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by

the Protected Companies as of the date of the Participant's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Participant's period of service until his or her Termination of Relationship, and thereafter through and including twelve (12) months following the Participant's Termination of Relationship.

Nothing herein shall prohibit the Participant from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and the Participant does not provide services to, or have any responsibilities regarding, the Competing Business.

(c) Non-Solicitation of Employees and Consultants. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person (i) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Protected Companies, in each case, until twelve (12) months after such individual's employment relationship with the Protected Companies has been terminated.

(d) Non-Solicitation of Customers. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and the Participant will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

(e) Understanding of Covenants. The Participant represents and agrees that he or she (i) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the "Restrictive Covenants"), (ii) is fully aware of his or her obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Restrictive Covenants are necessary to protect the Protected Companies' confidential and proprietary information, good will, stable workforce and customer relations, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether the Participant is then entitled to receive severance pay or benefits from any of the Protected

Companies. The Participant understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), the Participant does not believe would prevent him or her from otherwise earning a living. The Participant agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of the Participant.

(f) Enforcement. The Participant agrees that the Participant's services are unique and that he or she has access to Confidential Information. Accordingly, the Participant agrees that a breach by the Participant of any of the covenants in this Section 7 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Participant agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require the Participant to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against the Participant. The Participant further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of the Participant's Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that the Participant is in breach of any Restrictive Covenant.

Section 8. Limitation on Benefits.

(a) Notwithstanding anything contained in this Agreement to the contrary, except as provided in Section 8(d), to the extent that any payment, benefit or distribution of any type to or for the benefit of the Participant by the Company or any of its Affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, without limitation, any accelerated vesting of stock options or other equity-based awards) (collectively, the "Total Payments") would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code. Unless the Participant shall have given prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock

options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. This Section 8 shall take precedence over the provisions of any other plan, arrangement or agreement governing the Participant's rights and entitlements to any benefits or compensation.

(b) Any determination that Total Payments to the Participant must be reduced or eliminated in accordance with Section 8(a) and the assumptions to be utilized in arriving at such determination, shall be made by the Board in the exercise of its reasonable, good faith discretion based upon the advice of such professional advisors it may deem appropriate in the circumstances. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Board hereunder, it is possible that Total Payments to the Participant which will not have been made by the Company should have been made ("Underpayment") or that Total Payments to the Participant which were made should not have been made ("Overpayment"). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid by the Company to or for the benefit of the Participant. In the event of an Overpayment, then the Participant shall promptly repay to the Company the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by the Participant to the date the same is repaid to the Company.

(c) If any portion of the Total Payments would otherwise be subject to the excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in Total Payments contemplated by Section 8(a)), the Company shall use its reasonable efforts to obtain (in a manner which satisfies all applicable requirements of such Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the approval by such number of shareholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to the Total Payments that would be reduced or eliminated by operation of Section 8(a) if such shareholder approval was not obtained.

(d) Notwithstanding Section 8(a), the Company will pay the full amount of the Total Payments to the Participant if the Participant makes the Company and its Affiliates whole on an after tax basis for any adverse tax consequences imposed on the Company and its Affiliates under Section 280G of the Code as a result of paying the Total Payments to the Participant. The Company acknowledges that the adverse tax consequences to it will be limited by the extent to which it is subject to U.S. income tax.

Section 9. Participant's Employment or Service.

Nothing in this Agreement shall confer upon the Participant any right to continue in the employ or service of the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, its Subsidiaries or the Asset Management Company, as the case may be, in its sole discretion, to terminate the Participant's employment or service or to increase or decrease the Participant's compensation at any time.

Section 10. Delivery of Shares.

(a) Form. The Company shall, in its discretion, issue the Restricted Shares either: (1) in certificate form as provided in clause (b) below; or (2) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Agreement.

(b) Certificates to be Held by the Company; Legend Any certificates representing the Restricted Shares that may be delivered to the Participant by the Company prior to vesting of the Restricted Shares pursuant to Section 4 shall be redelivered to the Company to be held by the Company or its designee until the shares represented thereby vest pursuant to Section 4. Any such certificates will bear a legend making appropriate reference to the restrictions imposed hereunder.

(c) Delivery of Certificates Upon Vesting Promptly after the date any Restricted Shares become Vested Shares pursuant to Section 4, the Company shall, as applicable, either remove the notations on any such Vested Shares issued in book entry form or deliver to the Participant a certificate or certificates evidencing the number of such Vested Shares (or, in either case, such lesser number of shares as may be permitted pursuant to the tax withholding provisions referred to in Section 19). The Participant shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements. The shares so delivered shall no longer be restricted pursuant to Section 6(a) but shall continue to be subject to the restrictions referred to in Sections 6(b), 6(d) and 6(e).

(d) Power of Attorney. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Agreement, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to (1) effect any transfer to the Company (or other purchaser, as the case may be) of the Restricted Shares acquired pursuant to this Agreement that are repurchased by or forfeited to the Company (or other permitted purchaser), and (2) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(e) Share Legend Generally. The certificate(s) representing the Restricted Shares as well as any Restricted Shares that may become Vested Shares shall bear the legend set forth in Section 7.2 of the Plan and/or any other appropriate or required legends under applicable laws. Such legends shall remain on the certificate(s) representing the Restricted Shares until the later of (1) an IPO (or such later date that counsel to the Company may reasonably determine is advisable to help ensure the Company's compliance with all applicable legal and regulatory requirements) or (2) as to any legend referencing the forfeiture provisions of Section 6(a), until the date that such shares become Vested Shares pursuant to Section 4.

Section 11. Exchange of Restricted Shares. Following the earlier of (a) a Sale of the Company or Change in Control or (b) the IPO Date, the Participant may elect to exchange any or all of the Vested Shares for an equivalent number of Class A Common Shares of the Company upon payment to the Company (at the election of the Participant, in accordance with procedures established by the Company, in cash or Shares) of an amount equal to the product of (i) the number of Vested Shares that are being exchanged and (ii) *[\$Insert fair market value of the Class A common shares as of December 31, 2015]* less the per share dividends and other

distributions, if any, paid by the Company in respect of the Class A Common Shares on or after the Placement Date; provided that, following the achievement of a Return of Investment (determined based on dividends and other distributions actually paid and Realized Cash actually received) that equals or exceeds \$[*Insert fair market value of the Class A common shares as of December 31, 2015*], no payment shall be due upon such exchange. For the avoidance of doubt, after achievement of a Return of Investment (determined based on dividends and other distributions actually paid and Realized Cash actually received) equal to or in excess of \$[*Insert fair market value of the Class A common shares as of December 31, 2015*], each Vested Share may be exchanged for one Class A Common Share of the Company without payment to the Company. As a condition to any such exchange the Company may require that the Participant deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company reasonably requires.

Section 12. Securities Law Representations.

The Participant hereby represents and warrants to the Company as set forth on Attachment A hereto.

Section 13. Notices.

All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to:

Athene Holding Ltd.
c/o Athene Employee Services, LLC
Attention: Kristi Burma, SVP of Human Resources
7700 Mills Civic Parkway
West Des Moines, Iowa 50266-3862

with copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

If to the Participant, to him at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to

have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 14. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

Section 15. Participant's Undertaking.

(a) The Participant hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the express provisions of this Agreement and the Plan; provided, however, that such additional actions and documents are consistent with the terms of this Agreement.

(b) The Participant acknowledges and agrees that the Participant is not relying (for purposes of accepting this Award, making any tax election related to this Award or otherwise) upon any information, advice, counsel or representations (whether written or oral) of the Company with respect to the valuation of the Restricted Shares. The Participant has consulted with his or her own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent he or she has deemed necessary, and have made his or her own decisions with respect to accepting this Award and making any tax election related to the Restricted Shares based upon his or her own judgment and upon any advice from such advisers he or she has deemed necessary and not upon any view expressed by the Company. The Participant is accepting this Award with a full understanding of all the terms, conditions and risks hereof and thereof (economic and otherwise), and is capable of and willing to assume (financially and otherwise) those risks. The Participant agrees that neither the Company nor any of its Affiliates shall have any liability to the Participant for any loss or liability that the Participant may suffer to the extent that it arises out of, or in connection with tax-related matters, including but not limited to any matter related to any decision by the Participant to make a Section 83(b) election, any Section 83(b) filing made with the IRS or any income recognized by the Participant related to or arising out of the Restricted Shares.

Section 16. Modification of Rights.

The rights of the Participant are subject to modification and termination in certain events as provided in this Agreement and the Plan (with respect to the Restricted Shares granted hereby). Notwithstanding the foregoing, the Participant's rights under this Agreement and the Plan may not be materially impaired without the Participant's prior written consent.

Section 17. Governing Law.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 18. Arbitration.

Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto, will be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claims. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules for the Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in the State of Delaware before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator will be final, conclusive, unappealable and binding on the parties. The arbitration proceeding shall be confidential except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

Section 19. Withholding and Other Tax Issues.

The Company's obligation to deliver the Restricted Shares or any certificates evidencing the Restricted Shares, or otherwise remove the restrictive notations or legends on such shares or certificates that refer to the transfer restrictions set forth in Section 6(a), is subject to the condition precedent that the Participant satisfy the amount of any required withholding obligations either in cash or by the methods described in clauses (ii) or (iii) of Article XV of the Plan. The Participant covenants and agrees to hold harmless and indemnify the Company, to the fullest extent permitted by applicable law, for any and all withholding taxes, penalties, fines and amounts paid in settlement of obligations related to any federal, state, local or other income, employment or other taxes with respect to the grant, vesting or making an election under Section 83(b) of the Code or other event with respect to the Restricted Shares.

Section 20. Adjustment.

In the event of any event described in Article X of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Article X of the Plan shall apply to the Restricted Shares. If any adjustment is made to the Restricted Shares pursuant to Article X of the Plan, the restrictions applicable to the Restricted Shares will continue in effect with respect to any consideration or other securities (the "Restricted Property" and, for the purposes of this Agreement, "Restricted Shares" shall include "Restricted Property," unless the context otherwise requires) received in respect of such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such Restricted Shares had remained outstanding.

Section 21. Counterparts.

This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

Section 22. Entire Agreement.

This Agreement and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

Section 23. Severability.

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 24. Waiver of Jury Trial.

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE COMPANY:

ATHENE HOLDING LTD.

By: _____
Name:
Title:

THE PARTICIPANT:

Date of Acceptance

Number of Shares
subject to Tranche 1 Restricted Shares:

Number of Shares
subject to Tranche 2 Restricted Shares:

Purchase Price for Tranche 1 Restricted
Shares and Tranche 2 Restricted Shares: \$0.001 per share

The Tranche 2 Restricted Shares will vest as follows:

- One half (50%) of the Tranche 2 Restricted Shares will vest if and when Class A Shares have attained a per share volume weighted average closing trading price of \$50 or more on a national public securities exchange during any 120 day period (or upon a Sale of the Company or Change in Control in which Class A Shares are valued at \$50 or more); and,
- One half (50%) of the Tranche 2 Restricted Shares will vest if and when Class A Shares have attained a per share volume weighted average closing trading price of \$70 or more on a national public securities exchange during any 120 day period (or upon a Sale of the Company or Change in Control in which Class A Shares are valued at \$70 or more).

Notwithstanding anything in the Agreement to the contrary, no Tranche 2 Restricted Shares shall be eligible to vest after the tenth (10^h) anniversary of the Grant Date. Any and all Tranche 2 Restricted Shares that remain unvested as of such date shall be forfeited to the Company as of the day immediately following the tenth (10th) anniversary of the Grant Date in accordance with Section 6 of the Agreement.

Securities Law Representations

The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal, state and foreign securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) The Participant acknowledges that the Restricted Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Participant is an "accredited investor" (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time.

(b) The Participant is an "accredited investor" within the meaning of Rule 501(a)(1), (2) or (3) of the Securities Act.

(c) The Participant has acquired the Restricted Shares solely for the Participant's own account, for investment purposes only, and not with a view to or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of the Restricted Shares within the meaning of the Securities Act and/or any applicable state securities laws.

(d) The Participant acknowledges that he has not acquired the Restricted Shares as a result of any general solicitation or general advertising in the United States, including any meeting whose attendees have been invited by general solicitation or general advertising.

(e) The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Restricted Shares and the restrictions imposed on any Shares. The Participant has been furnished with, and/or has access to, such information as he considers necessary or appropriate for deciding whether to purchase the Restricted Shares. However, in evaluating the merits and risks of an investment in the Shares, the Participant has and will rely only upon the advice of his own legal counsel, tax advisors, and/or investment advisors.

(f) The Participant is aware that the Restricted Shares may be of no practical value, that any value they may have depend on vesting as well as the performance of the Company and the market generally, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(g) The Participant understands that the Restricted Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Restricted Shares have not been and will not be registered under the Securities Act,

and that the Restricted Shares are “restricted securities” as defined by Rule 144(a)(3) under the Securities Act, and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act or in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act, each as presently in effect. The Participant acknowledges reviewing a copy of Rule 144 promulgated under the Securities Act and Regulation S under the Securities Act, as presently in effect, and represents that he is familiar with such rule, and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(h) The Participant agrees that he will comply with all applicable laws and regulations in effect in any jurisdiction in which he sells any of the securities or otherwise transfers any interest therein.

(i) The Participant has read and understands the restrictions and limitations set forth in the Shareholders Agreement, the Plan and this Agreement.

(j) The Participant understands and acknowledges that, if and the Restricted Shares vest, (a) any certificate evidencing the Vested Shares (or evidencing any other securities issued with respect thereto pursuant to any share split, share dividend, merger or other form of reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided under the Shareholders Agreement, the Company has no obligation to register the Shares or file any registration statement under federal or state securities laws.

PURCHASE AGREEMENT

BY AND BETWEEN

ATHENE HOLDING LTD.

AND

ATHENE ASSET MANAGEMENT, L.P.

DATED AS OF DECEMBER 31, 2014

December 31, 2014

Athene Asset Management, L.P.
841 Apollo Street, Suite 150
El Segundo, California 90245

Ladies and Gentlemen:

SECTION 1. Introduction. Athene Holding Ltd., a Bermuda exempted company limited by shares (the "Company"), confirms its agreement with Athene Asset Management, L.P., a Cayman Islands limited partnership ("AAM") (the "Agreement") with respect to the purchase by AAM of certain class M-4 common shares of the Company (the "Shares") pursuant to the Company's 2014 Share Incentive Plan, as amended, at the fair market value per share as of December 31, 2014. It is understood that AAM intends to direct the Company to grant the Shares purchased hereby to certain employees, directors and consultants of AAM in accordance with the form of restricted share award agreement attached hereto as Exhibit A (the "Share Award Agreement").

SECTION 2. Delivery and Acceptance of the Shares. Subject to the conditions set forth herein, the Company agrees to issue and sell, and AAM agrees to purchase, the Shares on December 31, 2014, or on such other date as AAM and the Company shall mutually agree (the "Closing"), at a purchase price per share equal to the fair market value per share as of December 31, 2014 as determined by the Company and as set forth in the Company's financial statements (the "Purchase Price").

SECTION 3. Representations, Warranties and Agreements of AAM. AAM acknowledges that the Shares have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. AAM hereby represents, warrants and agrees that, following AAM's purchase of the Shares, it shall not sell, convey or transfer the Shares to any person other than an employee, director or consultant of AAM who has duly executed the Share Award Agreement relative to such Shares in the form set forth in Exhibit A hereto.

SECTION 4. Representations, Warranties and Agreements of the Company. The Company hereby represents, warrants and agrees that the Shares have been duly authorized, and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable.

SECTION 5. Conditions of AAM's Obligation. The obligation of AAM to purchase the Shares as provided herein on the Closing shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in this Agreement as of the Closing and to the timely performance by the Company of its obligations hereunder, and to AAM having received such information, documents and opinions as it may reasonably require.

SECTION 6. *Indemnification*

(a) The Company hereby agrees to indemnify, defend and hold harmless AAM and its respective successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (any such persons, collectively, the "AAM Group") from and against all claims, actions or causes of action, assessments, demands, losses, damages, judgments, settlements, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' and accounting fees and expenses of any nature whatsoever, whether actual or consequential (collectively, "Damages"), asserted against, imposed upon or incurred directly by any member of the AAM Group by reason of or resulting from a breach of any agreement or representation or warranty or covenant by the Company contained herein.

(b) AAM hereby agrees to indemnify, defend and hold harmless each of the Company and its respective successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (any such persons, collectively, the "Company Group"), from and against all Damages, asserted against, imposed upon or incurred directly by any member of the Company Group by reason of or resulting from a breach of any agreement or representation, warranty or covenant by AAM contained herein.

(c) For the avoidance of doubt, the indemnification obligations set forth in this section shall survive the Closing.

SECTION 7. *Governing Law Provisions; Jurisdiction.*

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws thereof.

(b) The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of either the courts of Bermuda or the courts of the State of New York and the federal courts of the United States of America located in the County of New York, in the State of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved.

SECTION 8. *Binding Effect; Assignment; No Third Party Benefit.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns (including but not limited to any employee, director or consultant of AAM to whom any Shares are awarded), any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 9. *Amendment.* The provisions of this Agreement may be amended, waived or modified only with the written consent of AAM and the Company.

SECTION 10. *Share Award Agreements.* The terms of the Shares shall be governed by the Share Award Agreement attached as Exhibit A herein. The Company shall not be obligated to issue Shares to any employee, director or consultant of AAM unless such employee, director or consultant, as the case may be, duly executes the Share Award Agreement relative to such Shares in the form set forth in Exhibit A herein prior to such issuance.

SECTION 11. *Waiver.* No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

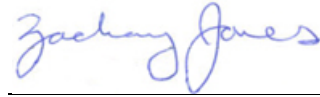
SECTION 12. *Counterparts.* This Agreement may be executed by the parties hereto in any number of counterparts (including without limitation, facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

SECTION 13. *Further Assurances.* Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to AAM the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

ATHENE HOLDING LTD.



By: _____
Name: Zachary Jones
Title: CAO

The foregoing Agreement is hereby confirmed and accepted by the Company as of the date first above written.

ATHENE ASSET MANAGEMENT, L.P.

By its general partner: AAM GP LTD.

By: _____
Name:
Title:

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to AAM the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

ATHENE HOLDING LTD.

By: _____

Name:

Title:

The foregoing Agreement is hereby confirmed and accepted by the Company as of the date first above written.

ATHENE ASSET MANAGEMENT, L.P.

By its general partner: AAM GP LTD.



By: _____

Name: James R. Belardi

Title: Chief Executive Officer

EXHIBIT A

FORM OF RESTRICTED SHARE AWARD AGREEMENT

ATHENE HOLDING LTD.

2014 SHARE INCENTIVE PLAN

AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT

THIS AMENDED AND RESTATED RESTRICTED SHARE AWARD AGREEMENT (the "Agreement"), dated as of [●], 2014 (the "Effective Date"), is made between ATHENE HOLDING LTD., a Bermuda exempted company limited by shares (the "Company"), and the Participant set forth on the signature page to this Agreement (the "Participant").

WHEREAS, the Company, acting through the Committee with the consent of the Company's Board of Directors (the "Board") and the Participant have agreed to amend and restate that certain restricted share award agreement originally granted to the Participant on April [●], 2014 (the "Grant Date") pursuant to the Athene Holding Ltd. 2014 Share Incentive Plan (the "Plan") on the terms and subject to the conditions set forth in this Agreement and the Plan; and

WHEREAS, except as otherwise specifically provided herein, Awards granted by the Company are subject to the terms of the Sixth Amended and Restated Shareholders Agreement, by and among the Company and certain of its securityholders, dated as of April 4, 2014 (as it may be further amended from time to time, the "Shareholders Agreement").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement, the parties hereto hereby agree as follows:

Section 1. The Plan.

The terms and provisions of the Plan are hereby incorporated into this Agreement as if set forth herein in their entirety. In the event of a conflict between any provision of this Agreement and the Plan, the provisions of this Agreement shall control. A copy of the Plan may be obtained from the Company by the Participant upon request. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan or the Shareholders Agreement, as the case may be.

Section 2. Grant.

Effective on the Grant Date, on the terms and subject to the conditions of the Plan and that certain restricted share Award Agreement dated as of April [●], 2014, the Company granted to the Participant an award to receive Restricted Shares (the "Restricted Shares") at a purchase price of \$0.001 per share (the "Purchase Price"). The Company acknowledges that the Participant has paid the Purchase Price in full. The Restricted Shares are separated into two tranches for vesting purposes, the Tranche 1 Restricted Shares ("Tranche 1 Restricted Shares") and Tranche 2 Restricted Shares ("Tranche 2 Restricted Shares"), in the amounts set forth on the signature page hereto.

Section 3. Dividend and Voting Rights.

A Participant who holds Restricted Shares shall not have the rights of a shareholder with respect to such shares, including the right to vote, if any, thereon until such Restricted Shares vest in accordance with Section 4. Notwithstanding the foregoing, at any time after a Return of Investment (as defined below) has been achieved, in the event the Company pays a dividend on Shares, the Participant shall be entitled to receive an Adjusted Dividend (as defined below) on the Restricted Shares (the "Specified Shares") held by the Participant that would have been eligible to receive the dividend but for the fact that such Shares were not vested. The Adjusted Dividend shall be payable, from time to time, within two and one-half months after all or any portion of the Specified Shares vest pursuant to Section 4(a) or 4(b); provided that under no circumstances shall any such Adjusted Dividend be paid prior to the achievement of a Return on Investment (as defined below). An "Adjusted Dividend" means, with respect to each dividend declared and paid on Shares by the Company following the achievement of a Return on Investment (including, with respect to the dividend which causes a Return of Investment to be achieved, the portion, if any, of such dividend in excess of the amount necessary to cause a Return of Investment), the per share dividend calculated by determining the total amount of dividends that would have been payable on the Specified Shares, assuming, solely for this purpose, that (a) the time and performance hurdles under Sections 4(a) and 4(b) below were fully satisfied and (b) the limitations on vesting pursuant to Section 4(c) below were applied, in each case as of the time that such dividend was paid, and dividing this amount by the number of Specified Shares. "Return of Investment" shall be the time at which dividends (whether in cash or specie) or consideration in redemption shall have been paid, or Realized Cash shall have been received or deemed to have been received, with respect to the Class A Common Shares actually purchased on or after the initial closing date of the Company's 2014 private placement of Class A Common Shares (the "Placement Date") in an amount equal to the offering price per share in such private placement (the "Offering Price"). For the avoidance of doubt, after a Return of Investment, dividends on vested Restricted Shares shall be paid at the same time that such dividends are paid to other stockholders.

If the Participant forfeits any unvested Restricted Shares, the Participant shall also forfeit any payments related to dividends otherwise deliverable in connection with the forfeited Restricted Shares.

Section 4. Vesting.

Subject to the Participant's not having a Termination of Relationship prior to the applicable vesting date (except as provided in Sections 4(a)(ii), 4(a)(iii) and 4(b)(iii)), the Restricted Shares shall become non-forfeitable and the restrictions imposed thereon pursuant to Section 6(a) shall lapse (any Restricted Shares that shall have become non-forfeitable pursuant to Section 4, the "Vested Shares") according to the following provisions:

(a) Tranche 1 Restricted Shares.

(i) Twenty-percent (20%) of the Tranche 1 Restricted Shares shall become Vested Shares on each of the 1st, 2nd, 3rd, 4th and 5th anniversaries of [April [●], 2014],¹ and prior to becoming vested, shall be subject to the restrictions set forth in Section 6(a).

¹ NTD: the vesting schedule for the initial grants will begin on (i) the Placement Date for individuals who were in service on such date and (ii) the date of hire for all other individuals.

(ii) In the event of the consummation of a Sale of the Company or upon the occurrence of a Change in Control (A) prior to the Participant's Termination of Relationship or (B) within six (6) months following a Termination of Relationship of the Participant by the Company, its Subsidiaries and/or the Asset Management Company without Cause, by the Participant for Good Reason or as a result of the Participant's death or Disability (each, a "Qualifying Termination") the Tranche 1 Restricted Shares which have not theretofore vested or been forfeited shall vest in full and shall become Vested Shares. "Change in Control" means any event or series of events by which (i) the Apollo Group ceases to own, directly or indirectly, equity interests in the Company ("Equity Interests") representing 40% or more on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company, and (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of a greater percentage on a fully-diluted basis of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company than such percentage owned by the Apollo Group. For purposes of the definition of Change in Control, "Apollo Group" means (i) Apollo Global Management, LLC, any investment fund or managed account managed by Apollo Global Management, LLC and any of their respective Affiliates (in each case, other than any operating portfolio companies of an Apollo managed fund or the Company or any of the Company's Subsidiaries), and (ii) any employees of or consultants to the entities described in clause (i).

(iii) In the event that the Participant is party to a written employment agreement with either the Company, any of its Subsidiaries or with the Asset Management Company, any vesting provisions applicable to the Tranche 1 Restricted Shares contained therein are hereby incorporated by reference into this Agreement.

(iv) For the avoidance of doubt, any Tranche 1 Restricted Shares that are unvested on the date of the Participant's Termination of Relationship (excluding any Restricted Shares that are eligible to vest pursuant to Section 4(a)(iii)) shall be forfeited to the Company as of such date in accordance with Section 6; provided, that, any Tranche 1 Restricted Shares that are eligible to vest following the Participant's Qualifying Termination pursuant to Section 4(a)(ii) shall be forfeited to the Company on the date that is six (6) months following the date of the Participant's Qualifying Termination, to the extent then unvested.

(b) Tranche 2 Restricted Shares.

(i) The Tranche 2 Restricted Shares shall become Vested Shares pursuant to the terms and conditions set forth on Schedule 1, and prior to becoming vested, shall be subject to the restrictions set forth in Section 6(a). For the avoidance of doubt, except as otherwise provided in Section 4(b)(ii) or Section 4(b)(iii), any Tranche 2 Restricted Shares that are unvested on the date of the Participant's Termination of Relationship shall be forfeited to the Company as of such date in accordance with Section 6.

(ii) In the event that the Relevant Investors sell any of the Relevant Investor Shares prior to an underwritten initial public offering of the common equity of Athene (an "IPO"), in such an IPO or in any underwritten offering occurring after the IPO and on or before the end of the 15-month period following such IPO (the "Lock-Up End Date"), then (A) the percentage of the Relevant Investor Shares sold by the Relevant Investors in such sale (the "Eligible Vesting Percentage") shall be determined, (B) the outstanding Tranche 2 Restricted Shares shall be multiplied by the Eligible Vesting Percentage, which will result in the number of such Tranche 2 Restricted Shares that are eligible to become vested ("Eligible Vesting Shares"), and (C) the price at which such Relevant Investor Shares are sold prior to the IPO or offered in the IPO or other applicable underwritten offering shall be measured against the performance vesting criteria set forth on Schedule 1, which will determine the percentage of the Eligible Vesting Shares that become Vested Shares as a result of such sale. Any of such Eligible Vesting Shares that do not become Vested Shares as a result of such sale shall thereupon be forfeited to the Company. For the avoidance of doubt, any Tranche 2 Restricted Shares that are not Eligible Vesting Shares with respect to such sale shall remain outstanding and may vest at a later date. In addition, and solely with respect to sales of the Relevant Investor Shares on or before the Lock-Up End Date, only the Total Investor IRR criterion shall be used to determine vesting of the Tranche 2 Restricted Shares.

(iii) In the event that (x) any Relevant Investor Shares remain unsold on each of the lock-up release dates occurring on the 7-1/2-month, 12-month and 15-month anniversary of the date of the IPO (the "IPO Date"), and (y) the Class A Common Shares are traded on a national public securities exchange on or after such date (the "Relevant Exchange"), then, for purposes of determining whether the Total Investor IRR and multiple of Total Invested Capital targets set forth on Schedule 1 have been achieved as of such release date, any unsold Relevant Investor Shares shall be deemed sold (or, if such unsold shares are held in a form other than Class A Common Shares, then an equivalent number of Class A Common Shares shall be deemed sold), and the Relevant Investors shall be deemed to have received Realized Cash, on such release date equal to the product of (A) the number of the then unsold Relevant Investor Shares, and (B) the volume weighted average closing trading price for the Relevant Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such release date; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior release date pursuant to this provision as a result of such sale. Notwithstanding the foregoing, not more than 1/3 of the outstanding unvested Tranche 2 Restricted Shares may vest on the 7-1/2-month anniversary of the IPO Date, not more than 2/3 of such shares may vest on the 12-month anniversary, and 100% may vest on the Lock-Up End Date.

(iv) Notwithstanding the foregoing, in the event that the Relevant Investors do not sell or otherwise dispose of all of the Relevant Investor Shares on or before the Lock-Up End Date, then, for purposes of determining whether the Total Investor IRR and multiple of Total Invested Capital targets set forth on Schedule 1 have been achieved as of the first day after the Lock-Up End Date on which the Relevant Exchange is open for trading and on each trading day thereafter until the 48-month anniversary of the Lock-Up End Date (each such date, a “Testing Date”), any unsold Relevant Investor Shares shall be deemed sold, and the Relevant Investors shall be deemed to have received Realized Cash, on such Testing Date equal to the product of (A) the number of the then unsold Relevant Investor Shares, and (B) the volume weighted average closing trading price for the Relevant Investor Shares on the Relevant Exchange during the ninety (90) preceding trading days through and including such Testing Date; provided that, for the avoidance of doubt, the calculation shall exclude any amounts deemed to have been received on any prior Testing Date pursuant to this provision as a result of such sale.

(v) In the event of a Qualifying Termination of the Participant, the Tranche 2 Restricted Shares that are outstanding and unvested as of the date of the Qualifying Termination shall remain outstanding and eligible to vest pursuant to the terms and conditions set forth on Schedule 1 for a period of eighteen (18) months following the later of the IPO Date and the date of such Qualifying Termination and, to the extent such Tranche 2 Restricted Shares are unvested at the end of such eighteen (18) month period, shall be immediately forfeited to the Company.

For the avoidance of doubt, a distribution of Relevant Investor Shares by a Relevant Investor to its investors shall not be treated as a sale by such Relevant Investor.

In the event of a sale or deemed sale by the Relevant Investors of less than 100% of the Relevant Investor Shares, for purposes of determining Realized Cash, the Relevant Investors will be deemed to sell such shares on a “first in, first out” basis. All decisions by the Committee with respect to any calculations pursuant to Section 3 and Section 4, including, without limitation, the determination of Realized Cash, Total Investor IRR, Total Invested Capital, Relevant Investor Investment and the date, if any, that Realized Cash exceeds any of the applicable targets, shall be reasonable and made in good faith and, absent manifest error, shall be final and binding on the Participant.

Section 5. Limitations upon Liquidation and Distributions.

Notwithstanding anything to the contrary herein or in the Plan or the Shareholders Agreement, it is the intent and agreement of the parties hereto that upon (i) a Liquidation of the Company, any distributions on or proceeds in respect of Vested Shares shall only be paid to the extent a Return of Investment has been achieved and (ii) Vested Shares shall not be entitled to any dividends until the achievement of a Return of Investment. For this purpose, a Return of Investment shall be determined including sale proceeds and deemed sale proceeds taken into account for purposes of Section 4.

Section 6. Restrictions on Transfer.

(a) Restrictions Prior to Vesting; Effect of Termination of Employment Prior to Vesting Prior to the time that the Restricted Shares have become Vested Shares pursuant to Section 4, the Restricted Shares, any interest therein or any amount payable in respect thereof shall not be sold or Transferred. Except as expressly provided in Section 4(a)(ii) and Section 4(a)(iii) as to the Tranche 1 Restricted Shares and Section 4(b)(v) as to the Tranche 2 Restricted Shares, if the Participant ceases to be employed by or ceases to provide services to the Company, a Subsidiary or the Asset Management Company, the Participant's Restricted Shares shall be forfeited to the Company to the extent such shares have not become Vested Shares pursuant to Section 4 as of the date of the Participant's Termination of Relationship (regardless of the reason for such termination of employment or service, whether with or without cause, voluntarily or involuntarily, or due to death or Disability). Restricted Shares subject to Section 4(a)(ii), Section 4(a)(iii) and Section 4(b)(v) shall be forfeited on the date or dates such Restricted Shares are no longer eligible to vest pursuant to such provisions to the extent that such Restricted Shares do not become Vested Shares prior to such date or dates. In addition, in the event of the earliest to occur of (i) a Sale of the Company, (ii) a Liquidation of the Company, or (iii) the 48-month anniversary of the Lock-Up End Date, the Participant's Restricted Shares shall be forfeited to the Company immediately prior to the occurrence of such event to the extent such shares have not become Vested Shares or to the extent that such shares shall not otherwise become Vested Shares upon the consummation of the Sale of the Company or the Liquidation of the Company. Upon the occurrence of any forfeiture of Restricted Shares hereunder, such forfeited Restricted Shares shall be automatically transferred to the Company as of the date of such forfeiture, without any other action by the Participant. The Company may exercise its powers under Section 10(d) hereof and take any other action necessary or advisable to evidence such transfer. The Participant shall deliver any additional documents of transfer that the Company may request to confirm the transfer of such forfeited Restricted Shares to the Company. Within a reasonable period of time following the Company's receipt of such forfeited Restricted Shares, and any other documents required pursuant to the preceding sentence, the Company shall pay to the Participant (in the form of a check or by cancellation of money purchase indebtedness) an amount equal to the lesser of (i) the original Purchase Price paid by the Participant for the forfeited Restricted Shares, or (ii) the Fair Market Value of the forfeited Restricted Shares determined as of date of such forfeiture. No interest shall be paid with respect to and no other adjustments (other than adjustments in accordance with Article X of the Plan) shall be made to the repurchase amount determined pursuant to the preceding sentence.

(b) Restrictions After Vesting Upon and after the time that any Restricted Shares have become Vested Shares pursuant to Section 4, such Vested Shares shall not continue to be subject to the restrictions set forth in Section 6(a), but such Vested Shares shall continue to be subject to the other limitations and restrictions set forth herein (including Section 6(e) below), in the Plan and in the Shareholders Agreement.

(c) Transfers Void. Any sale or transfer, or purported sale or transfer, of any unvested Restricted Shares acquired pursuant to this Agreement or any interest therein other than to the Company shall be null and void.

(d) Charter Documents. The Certificate of Altered Memorandum of Association, the By-laws of the Company, the Subscription Agreement, the Registration Rights Agreement and the Shareholders Agreement (collectively, the “Other Agreements”), as any of them may be amended from time to time, may provide for additional restrictions and limitations with respect to the Shares (including additional restrictions and limitations relating to the preference return on common equity of the Company to the shareholders of such equity and on the transfer of Shares). To the extent that the restrictions and limitations set forth in the Other Agreements are greater than those set forth in this Agreement, such restrictions and limitations shall apply to the Restricted Shares as well as any Restricted Shares that may have become Vested Shares and are incorporated herein by this reference. The restrictions and limitations set forth in such Other Agreements are not, however, in lieu of, nor shall they in any way reduce or eliminate, any limitation or restriction on the Shares imposed under the Plan or this Agreement, including Section 6(e) below. In the event of any conflict between the terms of the Other Agreements and the terms of the Plan or this Agreement, the terms contained in the Plan or this Agreement shall be controlling.

(e) Call Rights. Notwithstanding anything herein or in the Other Agreements to the contrary (including Section 3.7 of the Shareholders Agreement), the Participant and the Company agree that the provisions of this Section 6(e) shall apply with respect to the Vested Shares, any Class A Common Shares into which such Vested Shares are exchanged or converted pursuant to Section 11 and any shares into which such Class A Common Shares are exchanged or converted in connection with or prior to any IPO (collectively, the Vested Shares, any Class A Common Shares into which the Vested Shares are exchanged and any shares into which such Class A Common Shares are exchanged or converted in connection with or prior to an IPO, referred to hereinafter as the “Subject Shares”).

(i) Within 270 days following a Participant’s Termination of Relationship for any reason (or the date on which the Restricted Shares become Vested Shares, if later), the Company shall have the right (but not the obligation) to repurchase all or any portion of the Subject Shares, and the Participant shall be obligated to sell any such Subject Shares in accordance with this Section 6(e). Any Permitted Transferee that received Subject Shares pursuant to clause (b) of the definition of Permitted Transfer as set forth in the Shareholders Agreement shall be subject to this Section 6(e) as if such Permitted Transferee and the Participant through which such Permitted Transferee received such Subject Shares are one and the same. For the avoidance of doubt, the Company’s repurchase of a portion of the Subject Shares held by the Participant (or Permitted Transferee) shall not preclude the Company from repurchasing additional Subject Shares held by such Participant (or Permitted Transferee) at a later date or dates within the 270-day period(s) described above.

(ii) In the event that the Company wishes to exercise its rights pursuant to this Section 6(e), the Company shall deliver to such Participant (or his or her heirs or representatives), a timely written notice (the “Repurchase Notice”) that sets forth (i) the number of Subject Shares the Company is repurchasing, (ii) an indication of the price to be paid for each such Subject Shares and (iii) the anticipated closing date of such transaction. The Company shall have the right to revoke the Repurchase Notice at any time prior to the consummation of such repurchase.

(iii) Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be consummated on a date (the "Repurchase Date") within thirty (30) calendar days following delivery of a Repurchase Notice. Any repurchase of Subject Shares by the Company pursuant to the terms of this Section 6(e) shall be made:

(A) with respect to Vested Shares which are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company less the Offering Price;

(B) with respect to Vested Shares which are repurchased following an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Vested Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice less the Offering Price;

(C) with respect to Vested Shares which are repurchased following a Termination of Relationship for Cause (whether before or after an IPO), in cash at a price per Vested Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares;

(D) with respect to Class A Common Shares into which Vested Shares were exchanged that are repurchased prior to an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Class A Common Share equal to the Fair Market Value of a Class A Share as most recently reported to Shareholders by the Company,

(E) with respect to Class A Common Shares into which Vested Shares were exchanged that are repurchased after an IPO, if the Termination of Relationship occurred for any reason other than Cause, in cash at a price per Class A Common Share equal to the volume weighted average closing trading price of a Class A Share on the principal exchange where the Class A Shares are traded during the 60-trading day period immediately preceding the date of the Repurchase Notice; and

(F) with respect to Class A Common Shares into which Vested Shares were exchanged that are repurchased following a Termination of Relationship for Cause (whether before or after an IPO), in cash at a price per Class A Common Share equal to the original per Share Purchase Price paid by the Participant for such Vested Shares plus the Offering Price.

(iv) The Repurchase Price (defined below) shall be paid in a lump sum cash payment on the Repurchase Date. The Participant (or Permitted Transferee) hereby agrees that upon his or her receipt of such Repurchase Price, the outstanding Subject Shares then owned by such Participant (or Permitted Transferee) that are sold pursuant to

this Section 6(e) shall automatically be transferred, sold and assigned to the Company and the Secretary of the Company shall automatically and irrevocably be appointed to transfer such Subject Shares to the Company on the books of the Company with full power of substitution. For purposes of this Section 6(e), the “Repurchase Price” means the price referred to in Sections 6(e)(iii), as applicable.

(v) The Participant (or Permitted Transferee) agrees to provide customary representations and warranties to the Company, including (A) his or her power, authority and legal capacity to enter into such sale and to transfer valid right, title and interest in such Subject Shares; (B) his or her ownership of such Subject Shares and the absence of any liens, pledges, and other encumbrances on such Subject Shares; and (C) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Participant (or Permitted Transferee) or the assets of such Participant (or Permitted Transferee) are bound as the result of such sale.

(vi) If the Participant (or Permitted Transferee) holds Subject Shares which the Company wishes to repurchase in accordance with this Section 6(e), the Participant (or Permitted Transferee) shall be entitled to payment in accordance with this Section 6(e), but shall no longer be entitled to participation in the Company or enjoy other rights as a shareholder with respect to the Subject Shares subject to such repurchase. To the maximum extent permitted by law, the Participant’s (or Permitted Transferee’s) rights following the Repurchase Notice, with respect to the repurchase of Subject Shares covered thereby, shall be solely the rights that he or she has as a general creditor of the Company to receive the amount set forth in this Section 6(e).

(vii) The provisions of this Section 6(e) shall automatically terminate and be of no further force or effect with respect to any Subject Shares that are no longer subject to the Lock-up (as defined in the Company’s Third Amended and Restated Registration Rights Agreement dated April 4, 2014).

Section 7. Protective Covenants.

(a) Confidential Information. The Participant shall not disclose or use at any time any Confidential Information (as defined below) of which the Participant is or becomes aware, whether or not such information is developed by the Participant, except to the extent that such disclosure or use is directly related to and required by the Participant’s performance in good faith of duties for the Company, the Asset Management Company or their respective Affiliates. The Participant shall take all appropriate steps to safeguard Confidential Information in the Participant’s possession and to protect it against disclosure, misuse, espionage, loss and theft. The Participant shall deliver to the Company upon the Participant’s Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, the Asset Management Company or any of their respective Affiliates which the Participant may then possess or have under his or her control. Notwithstanding the foregoing, the Participant may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its

counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term “Confidential Information” means information that is not generally known to the public and that is used, developed or obtained by the Company, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by the Participant while providing services to the Company, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Participant in breach of this Agreement) in a form generally available to the public prior to the date the Participant proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Restriction on Competition. The Participant acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the “Protected Companies”), he or she has become familiar, or will become familiar, with the Protected Companies’ trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. The Participant agrees that if the Participant were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Participant not to rely on or use the Protected Companies’ trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies’ trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies’ relationships and goodwill with customers, during the Restricted Period, the Participant will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase “directly or indirectly through any other Person engage in” shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, “Restricted Area” means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of the Participant’s Termination of Relationship (provided that as of the date of the Participant’s Termination of

Relationship, to the knowledge of the Participant, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of the Participant's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during the Participant's period of service has competed, or any time during the twelve (12) month period following the date of the Participant's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (ii) reinsuring closed blocks of existing business, (iii) managing investments held by ceding companies pursuant to funds withheld coinsurance contracts with its affiliates, (iv) managing investments in the life insurance industry, or (v) any significant business conducted by the Protected Companies as of the date of the Participant's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after the Participant's Termination of Relationship (provided that as of the date of the Participant's Termination of Relationship, to the knowledge of the Participant, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means the Participant's period of service until his or her Termination of Relationship, and thereafter through and including twelve (12) months following the Participant's Termination of Relationship.

Nothing herein shall prohibit the Participant from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and the Participant does not provide services to, or have any responsibilities regarding, the Competing Business.

(c) Non-Solicitation of Employees and Consultants. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person (i) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

(d) Non-Solicitation of Customers. During the Participant's period of service and for a period of twelve (12) months after the date of the Participant's Termination of Relationship, the Participant shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and the Participant will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

(e) Understanding of Covenants. The Participant represents and agrees that he or she (i) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the “Restrictive Covenants”), (ii) is fully aware of his or her obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether the Participant is then entitled to receive severance pay or benefits from any of the Protected Companies. The Participant understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), the Participant does not believe would prevent him or her from otherwise earning a living. The Participant agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of the Participant.

(f) Enforcement. The Participant agrees that the Participant’s services are unique and that he or she has access to Confidential Information. Accordingly, the Participant agrees that a breach by the Participant of any of the covenants in this Section 7 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Participant agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require the Participant to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against the Participant. The Participant further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of the Participant’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that the Participant is in breach of any Restrictive Covenant.

Section 8. Limitation on Benefits.

(a) Notwithstanding anything contained in this Agreement to the contrary, except as provided in Section 8(d), to the extent that any payment, benefit or distribution of any type to or for the benefit of the Participant by the Company or any of its Affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this

Agreement or otherwise (including, without limitation, any accelerated vesting of stock options or other equity-based awards) (collectively, the “Total Payments”) would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code. Unless the Participant shall have given prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. This Section 8 shall take precedence over the provisions of any other plan, arrangement or agreement governing the Participant’s rights and entitlements to any benefits or compensation.

(b) Any determination that Total Payments to the Participant must be reduced or eliminated in accordance with Section 8(a) and the assumptions to be utilized in arriving at such determination, shall be made by the Board in the exercise of its reasonable, good faith discretion based upon the advice of such professional advisors it may deem appropriate in the circumstances. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Board hereunder, it is possible that Total Payments to the Participant which will not have been made by the Company should have been made (“Underpayment”) or that Total Payments to the Participant which were made should not have been made (“Overpayment”). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid by the Company to or for the benefit of the Participant. In the event of an Overpayment, then the Participant shall promptly repay to the Company the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by the Participant to the date the same is repaid to the Company.

(c) If any portion of the Total Payments would otherwise be subject to the excise tax imposed by Section 4999 of the Code (before giving effect to any reduction in Total Payments contemplated by Section 8(a)), the Company shall use its reasonable efforts to obtain (in a manner which satisfies all applicable requirements of such Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations) the approval by such number of shareholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to the Total Payments that would be reduced or eliminated by operation of Section 8(a) if such shareholder approval was not obtained.

(d) Notwithstanding Section 8(a), the Company will pay the full amount of the Total Payments to the Participant if the Participant makes the Company and its Affiliates whole on an after tax basis for any adverse tax consequences imposed on the Company and its Affiliates under Section 280G of the Code as a result of paying the Total Payments to the Participant. The Company acknowledges that the adverse tax consequences to it will be limited by the extent to which it is subject to U.S. income tax.

Section 9. Participant's Employment or Service.

Nothing in this Agreement shall confer upon the Participant any right to continue in the employ or service of the Company, any of its Subsidiaries or the Asset Management Company or interfere in any way with the right of the Company, its Subsidiaries or the Asset Management Company, as the case may be, in its sole discretion, to terminate the Participant's employment or service or to increase or decrease the Participant's compensation at any time.

Section 10. Delivery of Shares.

(a) Form. The Company shall, in its discretion, issue the Restricted Shares either: (1) in certificate form as provided in clause (b) below; or (2) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Agreement.

(b) Certificates to be Held by the Company; Legend Any certificates representing the Restricted Shares that may be delivered to the Participant by the Company prior to vesting of the Restricted Shares pursuant to Section 4 shall be redelivered to the Company to be held by the Company or its designee until the shares represented thereby vest pursuant to Section 4. Any such certificates will bear a legend making appropriate reference to the restrictions imposed hereunder.

(c) Delivery of Certificates Upon Vesting. Promptly after the date any Restricted Shares become Vested Shares pursuant to Section 4, the Company shall, as applicable, either remove the notations on any such Vested Shares issued in book entry form or deliver to the Participant a certificate or certificates evidencing the number of such Vested Shares (or, in either case, such lesser number of shares as may be permitted pursuant to the tax withholding provisions referred to in Section 19). The Participant shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements. The shares so delivered shall no longer be restricted pursuant to Section 6(a) but shall continue to be subject to the restrictions referred to in Sections 6(b), 6(d) and 6(e).

(d) Power of Attorney. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Agreement, the Company and each of its authorized representatives as the Participant's attorney(s)-in-fact to (1) effect any transfer to the Company (or other purchaser, as the case may be) of the Restricted Shares acquired pursuant to this Agreement that are repurchased by or forfeited to the Company (or other permitted purchaser), and (2) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(e) Share Legend Generally. The certificate(s) representing the Restricted Shares as well as any Restricted Shares that may become Vested Shares shall bear the legend set forth in Section 7.2 of the Plan and/or any other appropriate or required legends under applicable laws.

Such legends shall remain on the certificate(s) representing the Restricted Shares until the later of (1) an IPO (or such later date that counsel to the Company may reasonably determine is advisable to help ensure the Company's compliance with all applicable legal and regulatory requirements) or (2) as to any legend referencing the forfeiture provisions of Section 6(a), until the date that such shares become Vested Shares pursuant to Section 4.

Section 11. Exchange of Restricted Shares. Following the earlier of (a) the Relevant Investors' realization, in the aggregate, of a return of Realized Cash that exceeds the then funded amount of the Total Commitment and (b) the IPO Date, the Participant may elect to exchange any or all of the Vested Shares for an equivalent number of Class A Common Shares of the Company upon payment to the Company (at the election of the Participant, in accordance with procedures established by the Company, in cash or Shares) of an amount equal to the product of (i) the number of Vested Shares that are being exchanged and (ii) the Offering Price less the per share dividends and other distributions, if any, paid by the Company in respect of the Class A Common Shares on or after the Placement Date; provided that, following the achievement of a Return of Investment (determined based on dividends and other distributions actually paid and Realized Cash actually received), no payment shall be due upon such exchange. For the avoidance of doubt, after achievement of a Return of Investment (determined based on dividends and other distributions actually paid and Realized Cash actually received), each Vested Share may be exchanged for one Class A Common Share of the Company without payment to the Company, regardless of whether Class A Common Shares (or any securities attributable to such shares) are listed on a public exchange. As a condition to any such exchange the Company may require that the Participant deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company reasonably requires.

Section 12. Securities Law Representations.

The Participant hereby represents and warrants to the Company as set forth on Attachment A hereto.

Section 13. Notices.

All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to:

Athene Holding Ltd.
c/o Athene Asset Management, L.P.
Attention: James R. Belardi
841 Apollo Street, Suite 150
El Segundo, CA 90245
Telephone: (310) 698-4400
Facsimile: (310) 698-4491
Email: jbelardi@athene.com

with copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

If to the Participant, to him at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 14. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

Section 15. Participant's Undertaking.

The Participant hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the express provisions of this Agreement and the Plan; provided, however, that such additional actions and documents are consistent with the terms of this Agreement.

Section 16. Modification of Rights.

The rights of the Participant are subject to modification and termination in certain events as provided in this Agreement and the Plan (with respect to the Restricted Shares granted hereby). Notwithstanding the foregoing, the Participant's rights under this Agreement and the Plan may not be materially impaired without the Participant's prior written consent.

Section 17. Governing Law.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER

OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 18. Arbitration.

Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto, will be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claims. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the "AAA") in accordance with the AAA's then existing National Rules for the Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in the State of Delaware before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten years (the "Arbitrator"). Each party further agrees to pay its or his own arbitration costs, attorneys' fees, and expenses, unless otherwise required by the AAA's then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys' fees to the prevailing party, which decision of the Arbitrator will be final, conclusive, unappealable and binding on the parties. The arbitration proceeding shall be confidential except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

Section 19. Withholding and Other Tax Issues.

The Company's obligation to deliver the Restricted Shares or any certificates evidencing the Restricted Shares, or otherwise remove the restrictive notations or legends on such shares or certificates that refer to the transfer restrictions set forth in Section 6(a), is subject to the condition precedent that the Participant satisfy the amount of any required withholding obligations either in cash or by the methods described in clauses (ii) or (iii) of Article XV of the Plan. The Participant covenants and agrees to hold harmless and indemnify the Company, to the fullest extent permitted by applicable law, for any and all withholding taxes, penalties, fines and amounts paid in settlement of obligations related to any federal, state, local or other income, employment or other taxes with respect to the grant, vesting or making an election under Section 83(b) of the Code or other event with respect to the Restricted Shares.

Section 20. Adjustment.

In the event of any event described in Article X of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Article X of the Plan shall apply to the Restricted Shares. If any adjustment is made to the Restricted Shares pursuant to Article X of the Plan, the restrictions applicable to the Restricted Shares will continue in effect with respect to

any consideration or other securities (the “Restricted Property” and, for the purposes of this Agreement, “Restricted Shares” shall include “Restricted Property,” unless the context otherwise requires) received in respect of such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such Restricted Shares had remained outstanding.

Section 21. Counterparts.

This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

Section 22. Entire Agreement.

This Agreement and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto, including that certain Restricted Share Award Agreement dated as of April [●], 2014 between the Company and the Participant.

Section 23. Severability.

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 24. Waiver of Jury Trial.

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE COMPANY:

ATHENE HOLDING LTD.

By: _____
Name:
Title:

THE PARTICIPANT:

[NAME]

Number of Shares
subject to Tranche 1 Restricted Shares: []

Number of Shares
subject to Tranche 2 Restricted Shares: []

Purchase Price for Tranche 1 Restricted
Shares and Tranche 2 Restricted Shares: \$0.001 per share

Vesting of Tranche 2 Restricted Shares

If Realized Cash equals or exceeds the following Total Investor IRR	And if Realized Cash equals or exceeds the following multiple of Total Invested Capital	Then the following % of Tranche 2 Restricted Shares Vest
15%	2.0x	25%
19.9999%	2.2499x	75%
20%	2.25x	100%

If Realized Cash results in (i) Total Investor IRR being greater than 15% but less than 19.9999% or (ii) the multiple of Total Invested Capital being greater than 2.0x but less than 2.2499x, then the percentage of Tranche 2 Restricted Shares that vest shall be equal to the lesser of X and Y, where:

$$X = 25\% + 50\% ((\text{Total Investor IRR} - 15\%) / 4.9999\%)$$

$$Y = 25\% + 50\% ((\text{multiple of Total Invested Capital} - 2.0x) / 0.2499x)$$

For the avoidance of doubt, if Realized Cash results in (i) Total Investor IRR being less than 15% or (ii) the multiple of Total Invested Capital being less than 2.0x, then none of the Tranche 2 Restricted Shares shall vest.

In addition, and solely with respect to sales of the Relevant Investor Shares on or before the Lock-Up End Date, only the Total Investor IRR criterion shall be used to determine vesting of the Tranche 2 Restricted Shares.

The Board shall reasonably determine in good faith whether, and the extent to which, the applicable Total Investor IRR requirements and multiples of Total Invested Capital listed in the table above have been achieved in accordance with this Agreement and the Plan.

Securities Law Representations

The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal, state and foreign securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) The Participant acknowledges that the Restricted Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Participant is an "accredited investor" (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time.

(b) The Participant is an "accredited investor" within the meaning of Rule 501(a)(1), (2) or (3) of the Securities Act.

(c) The Participant has acquired the Restricted Shares solely for the Participant's own account, for investment purposes only, and not with a view to or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of the Restricted Shares within the meaning of the Securities Act and/or any applicable state securities laws.

(d) The Participant acknowledges that he has not acquired the Restricted Shares as a result of any general solicitation or general advertising in the United States, including any meeting whose attendees have been invited by general solicitation or general advertising.

(e) The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Restricted Shares and the restrictions imposed on any Shares. The Participant has been furnished with, and/or has access to, such information as he considers necessary or appropriate for deciding whether to purchase the Restricted Shares. However, in evaluating the merits and risks of an investment in the Shares, the Participant has and will rely only upon the advice of his own legal counsel, tax advisors, and/or investment advisors.

(f) The Participant is aware that the Restricted Shares may be of no practical value, that any value they may have depend on vesting as well as the performance of the Company and the market generally, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(g) The Participant understands that the Restricted Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Restricted Shares have not been and will not be registered under the Securities Act,

and that the Restricted Shares are “restricted securities” as defined by Rule 144(a)(3) under the Securities Act, and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act or in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act, each as presently in effect. The Participant acknowledges reviewing a copy of Rule 144 promulgated under the Securities Act and Regulation S under the Securities Act, as presently in effect, and represents that he is familiar with such rule, and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(h) The Participant agrees that he will comply with all applicable laws and regulations in effect in any jurisdiction in which he sells any of the securities or otherwise transfers any interest therein.

(i) The Participant has read and understands the restrictions and limitations set forth in the Shareholders Agreement, the Plan and this Agreement.

(j) The Participant understands and acknowledges that, if and the Restricted Shares vest, (a) any certificate evidencing the Vested Shares (or evidencing any other securities issued with respect thereto pursuant to any share split, share dividend, merger or other form of reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided under the Shareholders Agreement, the Company has no obligation to register the Shares or file any registration statement under federal or state securities laws.

**AMENDED AND RESTATED
MASTER SUB-ADVISORY AGREEMENT**

This Amended and Restated Master Sub-Advisory Agreement (this "Agreement"), effective as of April 1, 2014 (the "Effective Date"), is entered into by and among Athene Asset Management L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), ARM Manager LLC, a Delaware limited liability company ("ARM"), Apollo Longevity, LLC, a Delaware limited liability company ("ALL") and Apollo Emerging Markets, LLC, a Delaware limited liability company ("AEM", and, together with ACM, AGREM, ARM and ALL the "Sub-Advisors").

WHEREAS, the Investment Manager serves as investment manager to one or more accounts as may be designated by certain insurance companies (each a "Company") from time to time and set forth on Schedule 1 attached hereto (as amended in accordance with Section 1(c) hereof), as subject to the Investment Manager's management, pursuant to the Investment Management Agreement set forth opposite each Company's name on Schedule 1 (each, an "Investment Management Agreement"), with authority to delegate any of its rights and obligations thereunder to one or more sub-advisors;

WHEREAS, the Investment Manager and the Sub-Advisors (other than AEM) previously entered into that certain Master Sub-Advisory Agreement, dated as of October 2, 2013 (the "Original Master Sub-Advisory Agreement"), pursuant to which the Investment Manager retained the Sub-Advisors (other than AEM), upon the terms and conditions set forth in the Original Master Sub-Advisory Agreement, to sub-advise an investment portfolio of one or more of such Company accounts (the portion of the accounts sub-advised by the Sub-Advisor, together with all additions, substitutions and alterations thereto, are individually referred to as an "Account" and, collectively, referred to herein as the "Accounts");

WHEREAS, the Investment Manager desires to appoint AEM, to sub-advise the Investment Manager with respect to one or more Accounts, and AEM wishes to accept such appointment and join the this Agreement in accordance with the terms of this Addendum; and

WHEREAS, the Investment Manager and the Sub-Advisors desire to amend and restate the Original Master Sub-Advisory Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Sub-Advisors.

(a) From time to time, as the Investment Manager and the applicable Sub-Advisors shall agree, the Investment Manager shall designate and appoint one or more Sub-Advisors (acting individually or jointly as the parties may agree), on the terms and subject to the conditions set forth herein, as a sub-investment advisor for one or more Accounts with authority

to make recommendations to the Investment Manager with respect to the investment and reinvestment of the funds and assets of such Account or Accounts, and the Sub-Advisors (or any of them as the case may be) shall accept such appointment. In addition, the Investment Manager and one or more Sub-Advisors may execute an addendum governing the terms of the sub-advisory services to be provided with respect to any Company, which addendum may, among other things and subject to Section 3(a), supplement or modify the terms of this Agreement relating to such Company's Account or Accounts (including, without limitation, terms relating to management services, investment guidelines and/or management fees) on terms mutually acceptable to the Investment Manager and the Sub-Advisors (or any of them as the case may be) (each such Addendum, including any schedules thereto, an "Addendum"). The parties intend that each Addendum shall be substantially in the form of the Master Sub-Advisory Agreement Addendum attached hereto as Exhibit A or as otherwise may be agreed upon among the applicable parties.

(b) From time to time, the Investment Manager may designate and appoint additional sub-advisors for one or more Accounts with authority to make recommendations to the Investment Manager with respect to the investment and reinvestment of the funds and assets of such Account or Accounts. Any such designation and appointment shall be effective upon the execution by the Investment Manager and such additional sub-advisor(s) of an Addendum setting forth the terms of the sub-advisory services to be provided by such sub-advisor(s). Following the execution of any such Addendum, each such additional sub-advisor shall be deemed to be a Sub-Advisor for all purposes of this Agreement.

(c) Within a reasonable time after the appointment or termination of any Sub-Advisor with respect to any particular Company, and after the execution of each Addendum, if any, Schedule 1 attached hereto shall be amended to reflect such appointment (by addition to such Schedule) or termination (by deletion from such Schedule), as the case may be, it being understood that Schedule 1 is solely for the convenience of the parties and shall not be evidence of, or precondition for, any such appointment or termination. The Sub-Advisors agree that Schedule 1 may be amended from time to time by the Investment Manager upon written notice to the Sub-Advisors for the purpose of adding additional insurance companies and/or accounts thereto, and, following any such amendment, (i) each such additional insurance company shall be deemed to be a Company for all purposes of this Agreement and (ii) each such additional account shall be deemed to be an Account for all purposes of this Agreement.

2. Management Services: Duties of and Restrictions on Sub-Advisors.

(a) For the avoidance of doubt and without limiting the generality of the powers conferred upon it by Section 1, the Sub-Advisors (or any of them as the case may be) shall be responsible for making recommendations for the investment and reinvestment of the assets of each Account. The Sub-Advisors shall make recommendations to the Investment Manager, and the Investment Manager shall approve or decline such recommendations in its sole discretion. The Sub-Advisors shall be responsible for facilitating execution (through third party brokers or other agents or as otherwise permitted hereby) of any approved investment recommendations in accordance with this Agreement and any instructions provided by the Investment Manager. For the avoidance of doubt, the Sub-Advisors may only execute (or facilitate execution of) transactions in an Account pursuant to this Agreement with the prior

consent of the Investment Manager (subject to Section 2(k) below). The Investment Manager shall be responsible for ensuring that any transaction approved by the Investment Manager is permissible under any investment guidelines agreed upon between the Investment Manager and the applicable Company. Where the prior consent of the Investment Manager is required prior to the Sub-Advisor taking any action under this Agreement, the Investment Manager's written or verbal consent (including consent by electronic mail) shall suffice, unless the express language of this Agreement requires the Investment Manager's consent in writing, in which case only the signed consent of the Investment Manager shall suffice. Where verbal consent for a particular trade is given by the Investment Manager, and provided that the applicable Sub-Advisor provides normal documentary evidence of such trade on the trade date (i.e., via trade ticket, trade confirmation, trade blotter excerpt or similar means provided in the normal course), the Investment Manager's consent with respect to such trade shall be deemed evidenced by the absence of the Investment Manager's objection to such trade in writing (including by electronic mail) prior to the earlier of (i) the close of business on the second business day following the trade date and (ii) the settlement date.

(b) Subject to the other provisions of this Agreement, including, without limitation, Sections 2(a) and 2(h), the Sub-Advisors have authority: (i) to buy, sell, sell short, hold and trade, on margin or otherwise and in or on any market or exchange within or outside the United States or otherwise, securities convertible into preferred or common stock of domestic and foreign issuers, debt securities of domestic and foreign governmental issuers (including federal, state and municipal issuers) and domestic and foreign corporate issuers, investment company securities, money-market securities, partnership interests, mortgage- and asset- backed securities (including, without limitation, collateralized loan obligations and other collateralized debt obligations), foreign currencies and currency forwards, futures contracts and options thereon, bank and debtor-in-possession loans, trade receivables, repurchase and reverse repurchase agreements, commercial paper, other securities, futures and derivatives (including interest rate and currency swaps, swaptions, caps, collars and floors), rights and options on all of the foregoing and other investments, assets and property; and (ii) to effect such other investment transactions involving the assets in an Account's name and solely for such Account, including without limitation, to execute swap, futures, options and other agreements with counterparties. Without the prior written consent of the Investment Manager, the Sub-Advisor shall not open or close any accounts on a Company's behalf.

(c) With respect to each Account advised by such Sub-Advisor, such Sub-Advisor will have the authority to exercise any voting rights relating to assets of such Account. Upon receipt of the Investment Manager's prior verbal or written consent, each Sub-Advisor shall be authorized to exercise rights, options, warrants, conversion privileges, and redemption privileges, and to tender securities pursuant to a tender offer, in each case, with respect to such Account. Each Sub-Advisor shall have the authority to exercise, on behalf of each Account managed by such Sub-Advisor, all rights, remedies and obligations associated with assets held in such Account. Each Sub-Advisor shall have the authority to execute trade confirmations, trade tickets, purchase orders, assignment agreements, engagement letters, amendments, forbearance agreements and all other documents related to the purchase, sale, amendment, restructuring or insolvency of assets of an Account managed by such Sub-Advisor; provided that, any exercise of such authority which would result in a conversion or transfer of an asset shall be subject to the prior verbal or written consent of the Investment Manager.

(d) Subject to each respective Investment Management Agreement with respect to each Account, the Investment Manager may rebalance or reallocate assets among such Account in its discretion (or between the Accounts and any other accounts of any Company or other clients of the Investment Manager sub-advised by any Sub-Advisor) and will provide the Sub-Advisors (or any of them as the case may be) with notice of any such rebalancings or reallocations.

(e) The Sub-Advisors (or any of them as the case may be) will reasonably cooperate with the Investment Manager to the limited extent necessary for the Investment Manager to perform such ongoing due diligence reasonably relating to each Account and the Sub-Advisors as the Investment Manager reasonably deems necessary or advisable, provided, that such cooperation shall be at no cost or expense to the Sub-Advisors and any cost or expense associated therewith shall be paid by the Investment Manager.

(f) No Sub-Advisor may retain any sub-advisors or otherwise delegate any of its obligations under this Agreement with respect to each Account managed by such Sub-Advisor without the prior written consent of the Investment Manager; provided that each Sub-Advisor may delegate any of its obligations to its affiliates without the prior consent of the Investment Manager; and provided further that, notwithstanding any delegation permitted pursuant to this Section 2(f), such Sub-Advisor shall always remain responsible to the Investment Manager for such Sub-Advisor's obligations hereunder with respect to such Company's Account.

(g) With the written consent of the Investment Manager, each Sub-Advisor shall have the authority to engage such attorneys, accountants and other professionals or advisors as may be necessary or advisable in the discharge of its duties and obligations under this Agreement.

(h) Unless otherwise allowed by an Addendum with respect to a particular Company, none of the Sub-Advisors shall enter into, whether in the name, and on behalf, of any Company or otherwise, any over-the-counter, exchange-traded and other derivative transactions (including any and all contracts or agreements related thereto) in respect of any Accounts without the prior written consent of the Investment Manager (which written consent may be conveyed via electronic mail).

(i) None of the Sub-Advisors shall make a claim for exemption from U.S. withholding tax to the U.S. Internal Revenue Service on the basis that income of any Company is effectively connected with the conduct of a trade or business in the United States, nor shall any Sub-Advisor file a U.S. Internal Revenue Service Form W8-ECI (or any successor form) on behalf of any Company with any withholding agent.

(j) Each Sub-Advisor shall promptly notify the Investment Manager upon its actual knowledge of the occurrence of any event which in the reasonable opinion of such Sub-Advisor would have a materially adverse impact on the ability of such Sub-Advisor to manage each Account sub-advised by such Sub-Advisor.

(k) Notwithstanding anything to the contrary contained herein, the Investment Manager may enter into an arrangement with a Sub-Advisor, either pursuant to an Addendum or

other written arrangement, whereby the Sub-Advisor would have discretion with respect to certain transactions other than as set forth in Section 2(a), such as to execute certain transactions for the Accounts without seeking prior consent from the Investment Manager so long as they fit within certain prescribed guidelines or a particular set of issuers, or some other similar agreement; provided that the Investment Manager may revoke such investment discretion at any time upon notice to such Sub-Advisor.

(l) Each Sub-Advisor agrees to use reasonable best efforts to cause its portfolio managers to trade within the Investment Manager's systems environment, including staging such trades prior to execution.

(m) Each Sub-Advisor and the Investment Manager agree to use commercially reasonable efforts to develop an investment policy statement (an "Investment Policy Statement") mutually agreed upon by such Sub-Advisor and the Investment Manager with respect to such Sub-Advisor's asset class and such Investment Policy Statement shall generally include, without limitation, policy statements with respect to such Sub-Advisor's investment strategy, applicable index ("Index"), investment objectives (including benchmarks), investment constraints and reporting procedures (provided that such reporting procedures shall comply with Section 15 below).

3. Compensation; Expenses.

(a) Except as otherwise set forth in any Addendum entered into in respect of any Account, the Investment Manager agrees to pay the Sub-Advisors a management fee ("Management Fee") for the services provided pursuant to this Agreement, calculated and paid (A) with respect to each Sub-Advisor, other than with respect to third party CLO equity managed accounts, in accordance with Schedule 2-1 attached hereto (as amended from time to time), (B) with respect to assets purchased by ALL prior to the Effective Date, in accordance with Schedule 2-2 attached hereto (as amended from time to time), (C) with respect to third party CLO equity managed accounts, in accordance with Schedule 2-3 hereto (as amended from time to time). The Management Fee described in Schedule 2-1 and Schedule 2-3, respectively, shall be allocated among the Sub-Advisors as such Sub-Advisors shall determine. Such Management Fee may be amended by an Addendum signed by the Investment Manager and the applicable Sub-Advisor without the consent of the Iowa Insurance Division (the "Division"), provided that such amended Management Fee shall be reimbursed to the Investment Manager by the applicable Company only to the extent such Management Fees have been approved by the Division.

(b) Each Sub-Advisor will be responsible for all fees and expenses incurred by it in performing its obligations under this Agreement except, for the avoidance of doubt, Account Trading and Investment Expenses, which shall be paid by each respective Company out of the assets of the Account of such Company.

(c) For purposes of this Agreement, "Account Trading and Investment Expenses" shall mean all brokerage fees, brokerage commissions and all other brokerage transaction costs, stock borrowing and lending fees, interest on cash balances, custodial fees, reasonable transaction legal expenses, regulatory fees or taxes payable in respect of the Account, professional expenses (including fees in connection with the use of proxy voting services) and

any other fees and expenses related to the trading and investment activity of the Account as determined by the Sub-Advisors in good faith; provided that such fees and expenses are not duplicative of any services provided by the Investment Managers or agents, brokers, advisors or professionals engaged in any capacity by the Investment Manager.

4. Custodian.

(a) The assets of each Account shall be held by a trustee, custodian or securities intermediary that is a “qualified custodian” as defined in Rule 206(4)–2 under the Investment Advisers Act of 1940 duly appointed by each Company (the “Custodian”), and each Sub-Advisor is authorized to give instructions to the Custodian, in writing, with respect to all investment decisions regarding each Account managed by such Sub-Advisor. Nothing contained herein shall be deemed to authorize the Sub-Advisors to take or receive physical possession of any of the assets for the Account and no Sub-Advisor shall have custody or possession of any such assets, it being intended that sole responsibility for safekeeping thereof (in such investments as the Investment Manager or the Sub-Advisors may direct) and the consummation of all purchases, sales, deliveries and investments made pursuant to such Sub-Advisor’s direction shall rest upon the Custodian. The Custodian may be changed with respect to any Company’s Account from time to time upon the written instructions of such Company, subject to any required consents.

(b) Except as expressly provided herein, a Sub-Advisor may not withdraw or substitute funds or other assets from any Account managed by it without the approval of the Custodian (which approval may be subject to the further approval of the applicable Company (as the case may be) and/or the Investment Manager).

(c) Each Company shall instruct the Custodian to send the Investment Manager and the Sub-Advisors (or any of them as the case may be) duplicate copies of all Account statements given to such Company by the Custodian.

5. Brokerage. The Sub-Advisors may designate the brokers or dealers through whom all purchases and sales on behalf of each Account will be made. To the extent permitted by applicable law, such brokers or dealers may include affiliates of the Sub-Advisors. The Sub-Advisors will determine the rate or rates, if any, to be paid for brokerage services provided to each Account. In selecting brokers or dealers to effect transactions on behalf of any Account, the Sub-Advisors, subject to their overall duty to obtain “best execution” of Account transactions, will have authority to and may consider the full range and quality of the ability of the brokers or dealers to execute transactions efficiently, their responsiveness to each Sub-Advisor’s instructions, their facilities, reliability and financial responsibility and the value of any research or other services or products they provide. None of the Sub-Advisors will be obligated to seek in advance competitive bidding for the most favorable commission rate applicable to any particular transaction for any Account or to select any broker-dealer on the basis of its purported posted commission rate. As long as the services or other products provided by a particular broker or dealer (whether directly or through a third party) qualify as “brokerage and research” services within the meaning of Section 28(e) of the Securities Exchange Act of 1934, as amended (and relevant Securities and Exchange Commission (“SEC”) interpretations of that section) and the Sub-Advisors (or any of them as the case may be) determine in good faith that

the amount of commission charged by such broker or dealer is reasonable in relation to the value of such "brokerage and research services," the Sub-Advisors (or any of them as the case may be) may utilize the services of that broker or dealer to execute transactions for each Account on an agency basis even if (i) such Account would incur higher transaction costs than it would have incurred had another broker or dealer been used and (ii) such Account does not necessarily benefit from the research or products provided by that broker or dealer.

6. Limitation of Liability.

(a) None of the Sub-Advisors guarantee the future performance of any Account or any specific level of performance, the success of any investment decision or strategy that any Sub-Advisor may use, or the success of any Sub-Advisor's overall management of any Account. None of the Sub-Advisors provide any express or implied warranty as to the performance or profitability of the Account nor any part thereof nor that any specific investment objectives will be successfully met. Investment decisions made by any Sub-Advisor on behalf of any Account managed by such Sub-Advisor are subject to various market, currency, economic, political and business risks, and those investment decisions will not always be profitable. The Sub-Advisors shall be severally and not jointly liable for their respective obligations and liabilities under this Agreement.

(b) To the maximum extent permitted by law, none of the Sub-Advisors, any affiliate of the Sub-Advisors or any member, partner, shareholder, principal, director, officer, employee or agent of the Sub-Advisors or any such affiliate (each, a "Sub-Advisor Party") shall be liable for any loss, liability or damage (including attorney's fees and other related expenses) ("Losses") resulting from: (i) any act or failure to act by the Custodian, any administrator or any broker or dealer; or (ii) any act or omission by any Sub-Advisor or any permitted Sub-Advisor in connection with the performance of its services under this Agreement (including any Addendum hereto), except in cases of willful misconduct, gross negligence, bad faith or reckless disregard by any Sub-Advisor or any permitted Sub-Advisor of its obligations and duties under this Agreement (including any Addendum hereto). Except as expressly set forth above, none of the Sub-Advisors shall have liability for any Losses suffered, and shall be fully indemnified by the Investment Manager for any Losses it may suffer, as the result of any actions it takes or does not take based on instructions or permissions received from any of the authorized persons of the Investment Manager reasonably believed by such Sub-Advisor to be genuine. Each Sub-Advisor may consult with legal counsel at its cost and expense (without limiting the reimbursement provisions set forth in this Agreement, including those set forth in Section 3(b)) concerning any question which may arise with reference to this Agreement or its duties hereunder, and the opinion of such counsel shall be full and complete protection with respect to, and none of the Sub-Advisors shall have liability for any Losses suffered as a result of, any action taken or suffered by any Sub-Advisor hereunder in good faith and in accordance with the opinion of such counsel. Under no circumstances shall any Sub-Advisor be liable for any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages.

(c) The federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that the Investment Manager or any Company may have under those laws.

7. Termination.

(a) The terms and provisions of this Agreement shall apply to all transactions from the date of this Agreement and this Agreement shall continue in effect until terminated by the Investment Manager on the one hand, or the Sub-Advisors on the other hand, without penalty, by the terminating party giving written notice to the other party in writing which will take effect 30 days after the date on which notice is received by the other party or such later date as such notice specifies (which shall not exceed 90 days from the date of such notice) or such earlier date as the other party may agree. In addition, this Agreement may be terminated by:

(i) the Investment Manager with respect to any particular Sub-Advisor in the event of: (A) a material breach by such Sub-Advisor; (B) bankruptcy or insolvency by such Sub-Advisor; or (C) the inability of such Sub-Advisor for regulatory reasons to perform its services hereunder; and

(ii) the Sub-Advisors in the event of: (A) a material breach by the Investment Manager; (B) bankruptcy or insolvency by the Investment Manager; or (C) the inability of the Investment Manager for regulatory reasons to perform its services hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, (a) the Investment Manager may suspend all trading in any Account upon 2 business days' prior written notice to the Sub-Advisors (or any of them, as the case may be) for any or no reason and (b) this Agreement shall automatically terminate upon the termination of the last remaining Investment Management Agreement with respect to the applicable Account listed on Schedule 1.

(c) Upon receipt of a termination notice from the Investment Manager, or delivery of a termination notice by any Sub-Advisor, such Sub-Advisor shall, at the reasonable request of the Investment Manager, continue to perform its functions under this Agreement or in respect of such terminated Account, and shall be entitled to receive the requisite portion of any fees due (including Management Fees) until a successor has been appointed, provided that such Sub-Advisor shall not be required to perform its functions after ninety (90) days from the receipt of a termination notice.

(d) Section 6 of this Agreement shall continue in full force and effect notwithstanding the termination hereof or the invalidation of any provision contained herein.

8. Representations and Warranties.

(a) Each Sub-Advisor, severally and not jointly, represents and warrants to the Investment Manager, as of the date hereof, as follows:

(i) such Sub-Advisor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) such Sub-Advisor is a registered investment adviser under the Investment Advisers Act of 1940, as amended or is relying on such a registered investment adviser (the "Advisers Act"), and in turn each such Sub-Advisor

acknowledges that the Advisers Act provides for the following duty: (A) to act with utmost good faith; (B) to act with loyalty to clients; (C) to provide full and fair disclosure of all material facts; and (D) to employ reasonable care to avoid misleading clients;

(iii) to its knowledge, there are no material suits, actions, claims or proceedings pending or threatened in any court or before or by any governmental, regulatory or administrative body, nor have there been any such material suits, actions, claims or proceedings, to which such Sub-Advisor is a party which might reasonably be expected to have a materially adverse effect on the ability of such Sub-Advisor to perform its duties hereunder;

(iv) the Sub-Advisor has not been subject to any legal or regulatory action, proceeding, or claim involving fraud, misrepresentation or violation of any securities laws, rules or regulations;

(v) in performing its duties and obligations under this Agreement, all acts and omissions taken by such Sub-Advisor in respect of any Account shall be in compliance in all material respects with all applicable laws, rules and regulations;

(vi) such Sub-Advisor has all necessary governmental, regulatory and exchange approvals and licenses and has effected all filings and registrations with all necessary authorities required to conduct its business and to perform its obligations hereunder in all material respects;

(vii) such Sub-Advisor has, and its employees or related parties are subject to, written procedures regarding compliance with all relevant rules and regulations as required by and in conformity with applicable law, and such Sub-Advisor has procedures in place which comply with all relevant anti-money laundering and privacy principles applicable to it pursuant to applicable law;

(viii) such Sub-Advisor has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(ix) this Agreement constitutes a binding obligation of such Sub-Advisor, enforceable against such Sub-Advisor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(x) the execution, delivery and performance of this Agreement by such Sub-Advisor do not violate (A) any law, rule or regulation applicable to such Sub-Advisor, (B) any provision of the articles of incorporation or by-laws of such Sub-Advisor, or (C) any agreement or instrument to which such Sub-Advisor is a party except, in each case, for such violations as would not have a materially adverse effect on the ability of such Sub-Advisor to perform its obligations under this Agreement.

(b) Except as otherwise provided in an Addendum, if any, with respect to a particular Company, the Investment Manager represents and warrants to each Sub-Advisor as follows:

(i) the Investment Manager is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) the Investment Manager has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(iii) this Agreement constitutes a binding obligation of the Investment Manager, enforceable against the Investment Manager in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(iv) the execution, delivery and performance of this Agreement by the Investment Manager do not violate (A) any law, rule or regulation applicable to the Investment Manager, (B) any provision of the articles of incorporation or by-laws of the Investment Manager, or (C) any agreement or instrument to which the Investment Manager is a party, except for such violations as would not have a materially adverse effect, directly or indirectly, on the ability of the Investment Manager to perform its duties under this Agreement;

(v) except for the approval of the Iowa Commissioner of Insurance (the "Commissioner"), which shall be required prior to the execution, delivery and performance of this Agreement and any amendment hereto (except as otherwise set forth herein), no consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Investment Manager in connection with the execution, delivery and performance of this Agreement other than those already obtained;

(vi) each Company is a "qualified institutional buyer" ("QIB") as defined in Rule 144A under the Securities Act of 1933, as amended, and the Investment Manager will promptly notify the Sub-Advisors if such Company ceases to be a QIB; and

(vii) none of the assets contained in any Account are or will be "plan assets" of an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code").

9. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand, facsimile, e-mail, or mailed by first class, registered mail, return receipt requested, postage and registry fees prepaid and addressed as follows:

(a) If to any Sub-Advisor:

Apollo Capital Management, L.P.
9 W 57th Street
New York, NY 10036
Attention: Joseph Glatt
Email: jglatt@apollolp.com

(b) If to the Investment Manager:

Athene Asset Management, L.P.
841 Apollo Street, Suite 150
El Segundo, CA 90245
Attention: James Belardi and Legal Department
Telephone: (310) 698-4430
Facsimile: (310) 698-4492
Email: jbelardi@athene.com; legal@athene.com

Addresses may be changed by notice in writing signed by the addressee.

10. No Assignment. This Agreement may not be assigned by any party to this Agreement without the prior written consent of the other parties hereto; provided, that, upon 5 days' prior written notice to the Investment Manager, any Sub-Advisor may assign this Agreement to its affiliates without the prior written consent of the Investment Manager or any Company, provided that such assignment does not result in a change of actual control or management of such Sub-Advisor, which shall be determined with reference to Section 202(a)(1) of the Advisers Act and Rule 202(a)(1)-1 and other guidance issued by the SEC thereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their successors and permitted assigns, in each case *provided* that such successor or assignee agrees to be bound by the terms and conditions of this Agreement.

11. Governing Law. To the extent consistent with any mandatorily applicable federal law, this Agreement shall be governed by the laws of the State of Iowa without giving effect to any principles of conflicts of law thereof that would permit or require the application of the law of another jurisdiction and are not mandatorily applicable by law, and the Iowa District Court in and for Polk County, Iowa, or the United States District Court for the Southern District of Iowa, Central Division, shall have jurisdiction over the subject matter and shall be the appropriate venue or the resolution of any dispute arising under this Agreement.

12. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a proceeding, seek to enforce the forgoing waiver and (ii) acknowledge that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

13. Right to Audit. The Investment Manager and its representatives shall have the right, at its own expense, to conduct an audit of the relevant books, records and accounts of each Sub-Advisor related to the Accounts (or any particular Account) managed by such Sub-Advisor during normal business hours upon giving reasonable notice of their intent to conduct such an audit. In the event of such audit, each Sub-Advisor shall comply with the reasonable requests of the Investment Manager and/or any Company and their respective representatives and provide access to all books, records and accounts necessary to the audit and the Investment Manager shall reimburse each Sub-Advisor for its costs and expenses in connection with such audit.

14. Books and Records. Each Sub-Advisor shall keep and maintain proper books and records wherein shall be recorded the business transacted by it on behalf of, in the name of, or on account of each Company in respect of such Company's Account. Each Sub-Advisor shall maintain voting records for each Account managed by such Sub-Advisor for a minimum period of five (5) years or for such longer time as may be required by applicable law, and shall make such voting records available to the Investment Manager as the Investment Manager may reasonably request from time to time.

15. Reports. In addition to any notice requirements otherwise described herein, each Sub-Advisor shall, subject to any confidentiality obligations, legal, regulatory or other disclosure restrictions, provide the Investment Manager with (i) reports containing the information set forth on Schedule 5 and (ii) all other information reasonably requested by the Investment Manager that is required to meet the Investment Manager's compliance, financial reporting, operational and other obligations, to the extent the Sub-Advisor actually possesses such information. Schedule 5 may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and the Sub-Advisors (as applicable) without a formal amendment to the Agreement.

16. Force Majeure. No party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or gross negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts of the state in its sovereign capacity, fires, floods, earthquakes, power failure, disabling strikes, epidemics, quarantine restrictions and freight embargoes.

17. Non-Exclusive Dealings with and by Sub-Advisor Parties; Conflicts of Interest

(c) Although nothing herein shall require any Sub-Advisor to devote its full time or any material portion of its time to the performance of its duties and obligations under this Agreement, each Sub-Advisor shall furnish continuous investment advisory services for the Accounts and, in that connection, devote to such services such of its time and activity (and the time and activity of its employees) during normal business days and hours as it shall reasonably determine to be necessary for each Account to achieve its investment objective(s); *provided, however*, that nothing contained in this Section 17(a) shall preclude the Sub-Advisor Parties from acting, consistent with the foregoing, either individually or as a member, partner, shareholder, principal, director, trustee, officer, official, employee or agent of any entity, in connection with any type of enterprise (whether or not for profit), regardless of whether any Company, Account or any Sub-Advisor Party has dealings with or invests in such enterprise.

(d) The Investment Manager understands that each Sub-Advisor will continue to furnish investment management and advisory services to others, and that each Sub-Advisor shall be at all times free, in its discretion, to make recommendations to others which may be the same as, or may be different from or inconsistent with, those made to each Account. The Investment Manager further understands that the Sub-Advisor Parties may or may not have an interest in the securities whose purchase and sale any Sub-Advisor may recommend. Actions with respect to securities of the same kind may be the same as or different from or inconsistent with the action which the Sub-Advisor Parties or other investors may take with respect thereto. Furthermore, the Investment Manager understands and agrees that each Sub-Advisor Party shall have the right to engage, directly or indirectly, in the same or similar business activities or lines of business as any Sub-Advisor and any other Sub-Advisor Party and no knowledge or expertise of any Sub-Advisor Parties or any opportunities available to such Sub-Advisor Parties shall be imputed to any Sub-Advisor or any other Sub-Advisor Parties.

(e) The Investment Manager agrees that each Sub-Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Sub-Advisor Parties are directors or officers, or companies as to which the Sub-Advisor Parties have any substantial economic interest or possesses material non-public information, unless such Sub-Advisor either determines in good faith that it may appropriately do so without disclosing such conflict to the Investment Manager and any applicable Company or discloses such conflict to the Investment Manager and such Company prior to rendering such advice or services with respect to any Account.

(f) From time to time, when determined by any Sub-Advisor to be in the best interest of any Company and with the prior approval of the Investment Manager, the Account in respect of such Company may purchase securities from or sell securities to another account (including, without limitation, public or private collective investment vehicles) managed, maintained or trusted by such Sub-Advisor or an affiliate at prevailing market levels in accordance with applicable law and utilizing such pricing methodology determined to be fair and equitable to such Company in such Sub-Advisor's reasonable judgment.

(g) Notwithstanding anything else in this Agreement to the contrary, none of the Sub-Advisors shall be under any obligation to effect trades or satisfy any other obligation required of it herein if such Sub-Advisor determines that such transactions might be adverse to the interests of clients managed by such Sub-Advisor or its affiliates. Each Sub-Advisor shall

be entitled to consider its fiduciary duties to all clients that hold parallel positions in the securities to be sold or distributed, if any. In the event that, in accordance with this provision, a Sub-Advisor declines to follow the instructions of the Investment Manager, the Sub-Advisor will notify the Investment Manager of such conflict and its decision with respect thereto. For the avoidance of doubt, if the Sub-Advisor determines not to follow the direction of the Investment Manager, nothing herein shall prevent the Investment Manager from immediately making a full or partial withdrawal from the applicable Account(s) and proceeding with the relevant course of action on its own.

18. Aggregation and Allocation of Orders.

(a) The Investment Manager acknowledges that circumstances may arise under which a Sub-Advisor determines that, while it would be both desirable and suitable that a particular security or other investment be purchased or sold for the account of more than one of such Sub-Advisor's clients' accounts, there is a limited supply or demand for the security or other investment. Under such circumstances, the Investment Manager acknowledges that, while such Sub-Advisor will seek to allocate the opportunity to purchase or sell that security or other investment among those accounts on an equitable basis, such Sub-Advisor shall not be required to assure equality of treatment among all of its clients (including that the opportunity to purchase or sell that security or other investment will be proportionally allocated among those clients according to any particular or predetermined standards or criteria). Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for each Account (or for the other accounts advised or sub-advised by such Sub-Advisor), such Sub-Advisor may average the various prices and charge or credit any Account with the average price.

(b) It is each Sub-Advisor's general policy to allocate investment opportunities among investment funds and client accounts on a basis that such Sub-Advisor and its affiliates determine in good faith to be appropriate taking into consideration such factors as each client's and investment fund's primary mandate, the relative amounts of capital available for investment (after taking into account applicable reserves), and any restrictions on investment, the sourcing of the transaction, the size of the transaction, the amount of potential follow-on investing strategy of the client or investment fund, reasons of portfolio balance, the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals and other factors deemed applicable by such Sub-Advisor and its affiliates in good faith.

19. Sub-Advisors Independent. For all purposes of this Agreement, each Sub-Advisor shall be deemed to be an independent contractor and shall have no authority to act for, bind or represent the Investment Manager, any Company or any Company's shareholders in any way, except as expressly provided herein, and shall not otherwise be deemed to be an agent of any Company. Nothing contained herein shall create or constitute any Sub-Advisor, the Investment Manager and/or any Company as a member of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall anything contained herein be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of any other person, except as expressly provided herein. Each Sub-Advisor shall be severally liable for its own obligations and the Investment Manager shall have no recourse to any Sub-Advisory for the actions or omissions of any other Sub-Advisor.

20. Entire Agreement. Except for those documents, agreements or Addendums referred to herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes from and after the Effective Date all other prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. There are no understandings between the parties with respect to the subject matter of this Agreement other than as expressed herein.

21. Severability. To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed to the greatest extent practicable in a manner consistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.

22. Counterparts; Amendment. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as set forth herein or in any Addendum, this Agreement may not be modified or amended, except by an instrument in writing approved by the Commissioner and signed by the party to be bound or as may otherwise be provided for herein.

23. Addendums. In the event that the Investment Manager and the Sub-Advisors (or any of them as the case may be) execute an Addendum to this Agreement, such Addendum shall be deemed to be attached to and become a part of this Agreement and the terms of this Agreement shall be amended, supplemented or modified by the terms of such Addendum as applicable. In the event of conflict between this Agreement and any Addendum, the terms and conditions contained in such Addendum shall control. Upon the execution by the Investment Manager and the Sub-Advisors (or any of them, as the case may be) of any Addendum, this "Agreement" shall be deemed to include the terms set forth in any such Addendum.

24. No Recourse to Companies. Each Sub-Advisor acknowledges and agrees that such Sub-Advisor shall not have any recourse against any Company for any claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with this Agreement or any transaction contemplated hereunder.

25. Third-Party Beneficiary. Notwithstanding any provision herein to the contrary, each Sub-Advisor and the Investment Manager acknowledge and agree that each Company is an intended third-party beneficiary of each term and provision hereof and each term and provision of this Sub-Advisory Agreement may be enforced by the Company.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its General Partner



Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC,
its General Partner

Name:
Title:

APOLLO GLOBAL REAL ESTATE MANAGEMENT, L.P.

By: Apollo Global Real Estate Management GP, LLC, its General
Partner

Name:
Title:

ARM MANAGER LLC

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

APOLLO GLOBAL REAL ESTATE MANAGEMENT, L.P.

By: Apollo Global Real Estate Management GP, LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

ARM MANAGER LLC



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner



Name: JOSEPH D. GLATT

Title: VICE PRESIDENT

APOLLO EMERGING MARKETS, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner



Name: Joseph D. Glatt

Title: Vice President

Schedule 1

Schedule of Accounts

<u>Company</u>	<u>Investment Management Agreement</u>	<u>Sub-Advisor</u>	<u>Addendum</u>
ATHENE ANNUITY AND LIFE COMPANY (f/k/a AVIVA LIFE AND ANNUITY COMPANY), a life insurance company domiciled in the State of Iowa (" <u>AAIA</u> ")	Investment Management Agreement dated as of October 2, 2013, by and between AAIA and the Investment Manager	ACM, AGREM, ARM, ALL, AEM	N/A
STRUCTURED ANNUITY REINSURANCE COMPANY, a life insurance company domiciled in the State of Iowa (" <u>STAR</u> ")	Investment Management Agreement dated as of October 2, 2013, by and between STAR and the Investment Manager	ACM, AGREM, ARM, ALL, AEM	N/A
AVIVA RE USA IV, INC., a life insurance company domiciled in the State of Vermont (" <u>AUSAIV</u> ")	Investment Management Agreement dated as of October 2, 2013, by and between AUSAIV and the Investment Manager	ACM, AGREM, ARM, ALL, AEM	N/A

Schedule 1

Schedule 2-1

Management Fee Schedule

1. **Management Fee.** In consideration of the services performed under the Agreement, the Investment Manager shall pay to the Sub-Advisors (allocated among such Sub-Advisors as such Sub-Advisors shall determine) a management fee (the "**Management Fee**"), calculated and paid quarterly in arrears as a percentage of Average Month-End Net Asset Value of assets in all the Accounts managed by the Sub-Advisors (unless otherwise agreed to by the parties¹), (other than Third Party CLO Equity Managed Account (as described on Schedule 2-3)²) pursuant to the following schedule, which shall take effect with respect to new and existing assets as of the Effective Date³:

<u>Assets Under Management</u> ⁴	<u>Management Fee Rate</u> ⁵
< \$10,000,000,000	40 bps (0.40%) per annum
≥ \$10,000,000,000	35 bps (0.35%) per annum

- ¹ For the avoidance of doubt but subject to Section 2(a), to the extent that a Sub-Adviser invests on behalf of the Account in an affiliate-managed CLO (a) to the extent that such investment is on a secondary basis in one of the debt and/or equity tranches of such CLO, the Account will be charged fees pursuant to this Schedule 2-1; and (b) to the extent that such investment is on a primary basis, the agreement governing the Account's investment into the affiliate-managed CLO will govern the treatment of fees in such instance (and not, for the avoidance of doubt, this Schedule 2-1). In addition, the Investment Manager shall be responsible for any servicing fees associated with the sub-advised mortgage and mezzanine real estate loan portfolio.
- ² For the avoidance of doubt, this fee schedule does not apply to future or existing investments in Apollo funds (which as of the date hereof includes but is not limited to TRF, COF 3, EPFs, FCIs, all the ALM and ALME CLO and related warehouses, the levered CMBS funds and APC), or to any investments made by Apollo Royalties Management LLC. Additionally, this fee schedule does not apply to investments in MCF CLO II (f/k/a Kirkwood), which is covered by Schedule 2-3 hereof). Fees with respect to the Third Party CLO Equity Managed Account are charged pursuant to Schedule 2-3, and the Project Orange Trade will be included in the Third Party CLO Equity Managed Account and charged accordingly.
- ³ For the avoidance of doubt, this fee schedule applies to certain trades, notwithstanding that they took place prior to the Effective Date, as set forth on Schedule 6.
- ⁴ "Assets Under Management" shall be calculated in the aggregate to include the investment assets of or relating to Athene Holding Ltd. ("Athene") and its subsidiaries, managed by ACM, AGREM, ARM, ALL, AEM or an affiliate thereof, whether under this Agreement or separate sub-advisory agreement with the Investment Manager, including cash and all assets in surplus accounts and funds withheld accounts, modified coinsurance accounts and reinsurance trusts supporting reinsurance agreements entered into by Athene and managed by ACM, AGREM, ARM, ALL and AEM. For the avoidance of doubt, Assets Under Management shall not include future or existing investments in Apollo managed funds (which as of the date hereof includes but is not limited to TRF, COF 3, EPFs, FCIs, all the ALM, ALME or other affiliated CLOs or CLO-sponsored vehicles and related warehouses, APC, the levered CMBS funds) or any investments made by Apollo Royalties Management LLC; provided, that, notwithstanding the foregoing, to the extent that the Account invests in any affiliated CLO or CLO-sponsored vehicle pursuant to which the Account is charged fees pursuant to this Section 2-1, such investment in such affiliated CLO or CLO-sponsored vehicle shall be included in Assets Under Management.
- ⁵ For the avoidance of doubt, this Schedule 2.1 shall not apply to any Apollo controlled investment entities, the fee schedule of which shall be governed by a separate schedule or other governing document.

Schedule 2-1

For the avoidance of doubt, the step-down in Management Fee Rate from 40 bps to 35 bps will only apply to the portion of Assets Under Management in excess of \$10,000,000,000 based on the net asset value of the Accounts.

The "Average Month-End Net Asset Value" shall be the average of the month-end aggregate net asset value of the Accounts during the calendar quarter. If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro rated* accordingly. For the avoidance of doubt, for a given month, Average Month-End Net Asset Value shall be calculated based on trade date holdings plus accrued interest.

2. **Valuation.** Each Sub-Advisor, through its designee, shall (i) be responsible for determining the value of the assets that are purchased for the Accounts that it manages in accordance with such Sub-Advisor's existing policies and procedures, and (ii) shall use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees.
3. **Payment of Fees.** The Management Fee will be calculated, billed, and paid quarterly in arrears, based on the Average Month-End Net Asset Value as of the last business day of each and all of the three calendar months during the relevant quarter, or in the case of any partial quarterly period, the last day of each calendar month during the relevant period and the last business day of such period. The Investment Manager will pay any Management Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such fee, detailing the calculation of such fee. The Investment Manager and the Sub-Advisors shall agree on the form and substance of such invoice before the first Management Fee billing cycle. Upon termination of the Agreement, any outstanding Management Fee shall become immediately payable by the Investment Manager.
4. **Incentive Fees.** For the avoidance of doubt, the provisions governing incentive fees on existing assets remain intact and shall not be deemed amended by this Agreement. The Investment Manager and each Sub-Advisor may agree in writing from time to time on an incentive fee with respect to particular investments or asset classes managed by such Sub-Advisor.

Schedule 2-1

Schedule 2-2

ALL

Legacy Incentive Fee Schedule

1. **Incentive Fee** In addition to the Management Fee set forth on Schedule 2.1, solely with respect to assets purchased by ALL prior to the Effective Date, the Investment Manager shall pay to ALL an incentive fee equal to twenty percent (20%) of the realized proceeds (including principal repayments and coupon payments, "Proceeds") in excess of the cost of each investment recommended by ALL, subject to the return of any realized losses on investments recommended by ALL pursuant to this Schedule 2-2 and return of the Preferred Return in respect to each investment, each as fully described below (the "Incentive Fee" and together with the Management Fee, the "Fees"). Specifically, Proceeds from each investment will be allocated as follows:
- (i) First, to the Investment Manager's applicable clients (the "Clients") until such Clients have received an amount equal to: (a) the cost of such investment, plus (b) an amount equal to any previously unreturned realized losses from investments recommended by ALL pursuant to this Schedule 2-2;
 - (ii) Second, to the applicable Clients until such Clients have received an amount equal to interest at the rate of eight percent (8%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return");
 - (iii) Third, (a) 80% to ALL and (b) 20% to the applicable Clients, until ALL has received an amount equal to twenty percent (20%) of the sum of the allocations made pursuant to item (ii) above with respect to such investment and amounts then and previously allocated pursuant to this item (iii) with respect to such investment; and
 - (iv) Finally, 80% to the applicable Clients and 20% to ALL.

For the avoidance of doubt, (i) other than temporary impairments, determined by each applicable Client in accordance with such Client's accounting policies and procedures, shall be treated as realized losses and (ii) the applicable Clients will not receive any unreturned Preferred Return with respect to any investment recommended by ALL from the Proceeds of any other investment recommended by ALL.

Upon termination of the Agreement, a clawback calculation will be completed based on the aggregate Proceeds received from all realized investments recommended by ALL pursuant hereto, and ALL shall be required to repay any Incentive Fee previously paid to ALL to the extent that any realized losses from investments recommended by ALL pursuant to this Schedule 2-2 remain unreturned to the applicable Clients upon such termination.

Schedule 2-2

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2. **Valuation.** ALL shall be responsible for determining the value of the Accounts that it manages in accordance with ALL's existing policies and procedures and shall use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Fees.
 3. **Incentive Fee.** Incentive Fee will be paid quarterly in arrears. As referenced in Schedule 2.1, provisions governing incentive fees on existing assets remain intact and shall not be deemed amended by this Agreement. The Investment Manager and each Sub-Advisor may in addition agree in writing from time to time on an incentive fee with respect to particular investments or asset classes managed by such Sub-Advisor.

Schedule 2-2

SCHEDULE 2-3

Third Party CLO Equity Managed Account

1. **Management Fee.** In consideration of the services performed under the Agreement and pursuant to this Schedule 2-3, the Investment Manager shall pay a management fee (the "Management Fee"), calculated and paid quarterly in arrears as a percentage of Average Month-End Net Asset Value equal to 100 bps *per annum* on the invested assets of the applicable Accounts. For the avoidance of doubt, CLO warehouses shall be treated as CLO equity for purposes of this Schedule 2-3.

The "Average Month-End Net Asset Value" shall be the average of the month-end aggregate net asset value of the Accounts during the calendar quarter. If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro rated* accordingly. For the avoidance of doubt, for a given month, Average Month-End Net Asset Value shall be calculated based on trade date holdings plus accrued interest.

2. **Incentive Fee (excluding Kirkwood III (MCF CLO II))** In addition to the Management Fee set forth above, the applicable Sub-Advisor shall receive an incentive fee equal to fifteen percent (15%) of the realized proceeds (including principal repayments and coupon payments, "Proceeds") in excess of the cost of each investment recommended by the applicable Sub-Advisor, subject to the return of any realized losses on investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3 and return of the Preferred Return in respect to each investment, each as fully described below (the "Incentive Fee" and together with the Management Fee, the "Fees"). Specifically, Proceeds from each investment will be allocated as follows:
- (i) First, to the Investment Manager's applicable clients (the "Clients") until such Clients have received an amount equal to: (a) the cost of such investment, plus (b) an amount equal to any previously unreturned realized losses from investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3;
 - (ii) Second, to the applicable Clients until such Clients have received an amount equal to interest at the rate of ten percent (10%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return"); and
 - (iii) Finally, 85% to the applicable Clients and 15% to the applicable Sub-Advisor.

CLO equity investments in Kirkwood III (MCF CLO II) ("Kirkwood") shall be excluded for purposes of determining incentive fees payable above.

For the avoidance of doubt, (i) other than temporary impairments, determined by each applicable Client in accordance with such Client's accounting policies and procedures, shall be treated as realized losses and (ii) the applicable Clients will not receive any unreturned Preferred Return with respect to any investment recommended by the applicable Sub-Advisor from the Proceeds of any other investment recommended by the applicable Sub-Advisor.

Schedule 2-3

Upon termination of the Agreement, a clawback calculation will be completed based on the aggregate Proceeds received from all realized investments recommended by the applicable Sub-Advisor pursuant hereto, and the applicable Sub-Advisor shall be required to repay any Incentive Fee previously paid to the applicable Sub-Advisor to the extent that any realized losses from investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3 remain unreturned to the applicable Clients upon such termination.

3. **Incentive Fee for Kirkwood.** In addition to the Management Fee set forth above, the applicable Sub-Advisor shall receive, with respect to the Kirkwood equity investment, an incentive fee equal to 12.5% of Proceeds in excess of the cost of such investment and receipt by the applicable Clients of the Preferred Return (as defined below). Specifically, Proceeds from the Kirkwood equity investment will be allocated as follows:
 - (i) First, to the applicable Clients, until such Clients have received an amount equal to the cost of such investment;
 - (ii) Second, to the applicable Clients until the such Clients have received an amount equal to interest at the rate of ten percent (10%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return"); and
 - (iii) Finally, 87.5% to the applicable Clients and 12.5% to the applicable Sub-Advisor.
4. **Valuation.** Each Sub-Advisor, through its designee, shall (i) be responsible for determining the value of the assets that are purchased for the Accounts that it manages in accordance with such Sub-Advisor's existing policies and procedures, and (ii) use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees.
5. **Payment of Fees.** The Management Fee will be calculated, billed, and paid quarterly in arrears, based on the Average Month-End Net Asset Value as of the last business day of each and all of the three calendar months during the relevant quarter, or in the case of any partial quarterly period, the last day of each calendar month during the relevant period and the last business day of such period. The Investment Manager will pay any Management Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such fee, detailing the calculation of such fee. The Investment Manager and the Sub-Advisors shall agree on the form and substance of such invoice before the first Management Fee billing cycle. Upon termination of the Agreement, any outstanding Management Fee shall become immediately payable by the Investment Manager.

Schedule 2-3

SCHEDULE 3

AEM Investment Guidelines

1. AEM Investment Discretion. In accordance with Section 2(k) of the Agreement AEM may execute (or facilitate execution of) transactions on behalf of one or more Accounts without the prior consent of the Investment Manager, so long as:

- (a) immediately after giving effect to such transactions, to the knowledge of AEM, the holdings of each Account for which AEM acts as Sub-Advisor is in compliance with these Investment Guidelines or as otherwise may be agreed in writing between the Investment Manager and AEM and subject to the terms of this Addendum (as amended or supplemented from time to time by agreement of the Investment Manager and AEM, the "Investment Guidelines"); and
- (b) the issuers in such transactions are included among the pre-approved list of issuers set forth in Schedule 4 attached hereto (as amended or supplemented from time to time by written agreement of the Investment Manager and AEM, the "Approved Issuers List").

Notwithstanding the foregoing, the Investment Manager may revoke such investment discretion at any time upon notice to AEM. This Schedule 3 and the Schedule 4 attached to the Agreement may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and AEM without a formal amendment to the Agreement. For the avoidance of doubt, AEM shall be required to seek the written consent of the Investment Manager, to the extent practicable, prior to executing any transactions that do not comply with the Investment Guidelines or are not included among the pre-approved classes of transactions on the Approved Issuers List, and the Investment Manager shall approve, decline or ratify such transactions, as applicable, in its sole discretion.

2. Investment Guidelines.

The Investment Guidelines set forth herein may be amended or waived only by the agreement of AEM and the Investment Manager, and the Investment Manager may request AEM to make suitable modifications to this Schedule 3 to reflect any change in market or other circumstances; provided, that any modification to this Schedule 3 requested by the either party shall become effective only upon agreement by both parties. AEM shall use its reasonable efforts to comply with these Investment Guidelines during the initial ramp-up period commencing on the date of this Addendum and ending on January 31, 2015, but AEM shall not be required to be in compliance with these Investment Guidelines during such ramp-up period. All percentages set forth below are intended as "soft" limits and shall be measured at the time of acquisition of an asset only, based on market value, and therefore should be measured on an incurrence basis only. AEM shall be entitled to maintain or improve its position with respect to such limits after the time of acquisition of an asset.

Schedule 3

AEM will invest primarily in the following emerging markets: Central and Eastern Europe, the Middle East and Africa, Latin America and Asia.

- *Regions*: No more than 50% of Net Asset Value of the assets being managed by AEM on behalf of the Investment Manager ("NAV") in any one region as defined by the JPMorgan Corporate Emerging Market Bond Indices.
- *Countries*: No more than 25% of NAV in any one country.
 - For purposes of this Addendum, "country" is defined based on the country in which the principal place of business of the issuer is located.
- Exposure to a single sector (as defined in the JPMorgan Corporate Emerging Market Bond Indices) and sovereigns: 25% of NAV
- Sector for Financials: 40% of NAV overall, banks: 30% of NAV, and other subsectors: 12.5% of NAV
- Issuer Concentration: No more than 5% of NAV in any one issuer.

Credit Ratings. AEM will not invest in debt securities, measured at the time of acquisition, rated lower than Investment Grade. "Investment Grade" means an investment which is, (i) if rated by the Securities Valuation Office of the National Association of Insurance Commissioners (the "SVO"), rated Class 1 or 2, and (ii)(A) if rated by one Nationally Recognized Statistical Rating Organization (an "NRSRO"), rated investment grade by such NRSRO, (B) if rated by two NRSROs, rated investment grade by the NRSRO assigning the lower of the two ratings, or (C) if rated by three or more NRSROs, rated investment grade by the NRSRO assigning the second lowest rating of the NRSROs.

Schedule 3

SCHEDULE 4**AEM
Approved Issuers List**

Issuer Name	Ticker	Region
African Bank Ltd	ABLSJ	South Africa
Amber Circle Funding Ltd	ACIRC	China
ADCB Finance Cayman Ltd	ADCBUH	Abu Dhabi
Emirate of Abu Dhabi	ADGB	Abu Dhabi
Abu Dhabi Sukuk	ADIBUH	Abu Dhabi
Waha Capital PJSC	ADWA	Abu Dhabi
Anadolu Efes Biracilik ve Malt Sanayii Anonim Sirketi	AEFES	Turkey
AES Gener S.A.	AESGEN	Chile
Akbank T.A.S.	AKBNK	Turkey
Alicorp S.A.A.	ALIPE	Peru
ALPEK, S.A.B. de C.V.	ALPEKA	Mexico
America Movil S.A.B. de C.V.	AMXLMM	Mexico
Embotelladora Andina S.A.	ANDINA	Chile
Grupo Aval SA	AVALCB	Colombia
AXIS Bank Limited	AXSBIN	India
Banco de Bogota SA	BANBOG	Colombia
Banco do Brasil SA/Cayman	BANBRA	Brazil
Banco del Estado de Chile	BANCO	Chile
Banco Mercantil del Norte SA	BANORT	Mexico
Banco Votorantim SA	BANVOR	Brazil
Bangkok Bank Public Co. Ltd.	BBLTB	Thailand
BBVA Bancomer SA/Texas	BBVASM	Mexico
Bank of China (Hong Kong) Limited	BCHINA	Hong Kong
Banco de Credito e Inversiones	BCICI	Chile
BBVA Banco Continental SA	BCOCP	Peru
Bancolombia SA	BCOLO	Colombia
Banco de Credito del Peru	BCP	Peru
Beijing Enterprises Holdings Ltd.	BEIENT	China
S.A.C.I. Falabella	BFALA	Chile
Bharti Airtel International (Netherlands) B.V.	BHARTI	India
Grupo Bimbo, S.A.B. de C.V.	BIMBOA	Mexico
Banco Internacional del Peru SAA	BINTPE	Peru
BNDES Participaciones	BNDES	Brazil
Scotiabank Peru	BNSCN	Peru
Bank of Baroda	BOBIN	India
BOC Aviation Pte. Ltd.	BOCAVI	China
Bank of India	BOIIN	India
Bharat Petroleum Corp. Ltd.	BPCLIN	India

Schedule 4

Banco Bradesco SA/Cayman Islands	BRADES	Brazil
Braskem S.A.	BRASKM	Brazil
Republic of Brazil	BRAZIL	Brazil
BRF S.A.	BRFSBZ	Brazil
Banco Santander Mexico SA Institucion de Banca Multiple Grupo Financiero Santand	BSANTM	Mexico
BTG Investments LP	BTGINV	Brazil
Banco BTG Pactual	BTGPBZ	Brazil
BM&F Bovespa SA	BVMFBZ	Brazil
Caixa Economica Federal	CAIXBR	Brazil
Gas Natural de Lima y Callao S.A.	CALLAO	Peru
Commercial Bank of Dubai PSC	CBDUH	Dubai
Coca-Cola Icecek A.S.	CCOLAT	Turkey
Corporación Nacional del Cobre de Chile	CDEL	Chile
Celulosa Arauco y Constitucion SA	CELARA	Chile
Cencosud S.A.	CENSUD	Chile
CEZ, a.s.	CEZCP	Czech
Comisión Federal De Electricidad	CFELEC	Mexico
China State Construction International Holdings Ltd	CHCONS	China
Republic of Chile	CHILE	Chile
Govt of the Peopl's Republic of China	CHINA	China
China Merchants Holdings (International) Company Limited	CHINAM	China
CLP Holdings Ltd.	CHINLP	Hong Kong
China Overseas Land & Investment Ltd.	CHIOLI	China
China Resources Gas Group Limited	CHIRES	China
China Mengniu Dairy Co. Ltd.	CHMEDA	China
China Railway Group Limited	CHRAIL	China
Cielo SA	CIELBZ	Brazil
Kookmin Bank Co. Ltd.	CITNAT	Korea
Inversiones CMPC S.A.	CMPCCI	Chile
CNPC Finance (HK) Limited	CNPCCH	China
COFCO (Hong Kong) Co., Ltd.	COFCO	Hong Kong
COFIDE	COFIDE	Peru
Colbun S.A.	COLBUN	Chile
Republic of Colombia	COLOM	Colombia
CBQ Finance Ltd	COMQAT	Qatar
Corpanca SA	CORBAN	Chile
Telefónica Chile, S.A.	CTCACI	Chile
Govt of the Czech Republic	CZECH	Czech
Banco Davivienda SA	DAVIVI	Colombia
Delek & Avner [Tamar Bond Ltd]	DEVTAM	Israel
Dubai Electricity And Water Authority	DEWAAE	Dubai
Doha Finance Ltd	DHBKQD	Qatar
Dubai Sukuk	DIBUH	Dubai
Dolphin Energy Limited	DOLNRG	Abu Dhabi

Schedule 4

DP World Limited	DPWDU	Dubai
Emirate of Dubai	DUGB	Dubai
Emirates NBD	EBIUH	Dubai
E-CL S.A.	ECLCI	Chile
Ecopetrol SA	ECOPET	Colombia
Empresa de Energia de Bogotá S.A. ESP	EEBCB	Colombia
Transportadora de Gas Internacional S.A E.S.P	EEBCB	Colombia
Empresas Públicas de Medellín E.S.P.	EPPME	Colombia
The Export-Import Bank of Korea	EIBKOR	Korea
EIB Sukuk Co Ltd	EIBUH	Dubai
Centrais Elétricas Brasileiras S.A. - Eletrobras	ELEBRA	Brazil
Embraer SA	EMBRBZ	Brazil
Empresa Nacional del Petróleo	ENAPCL	Chile
Eskom Holdings SOC Limited	ESKOM	South Africa
Fomento Económico Mexicano, S.A.B de C.V	FEMSA	Mexico
Fermaca Enterprises S. de R.L. de C.V.	FERMCA	Mexico
First Gulf Bank PJSC	FGBUH	Abu Dhabi
Fresnillo PLC	FRESLN	Mexico
FirstRand Bank Ltd	FSRSJ	South Africa
Turkiye Garanti Bankasi A.S.	GARAN	Turkey
Open Joint Stock Company Gazprom	GAZPRU	Russia
Golden Eagle Retail Group Ltd.	GERGHK	China
Gerdau S.A.	GGBRBZ	Brazil
GLOBO COMUNICAÇÃO E PARTICIPAÇÕES S.A.	GLOPAR	Brazil
Open Joint Stock Company "Mining and Metallurgical Company Norilsk Nickel"	GMKNRM	Russia
Gazprombank OJSC Via GPB Eurobond Finance PLC	GPBRU	Russia
Gruposura Financial	GRUPOS	Colombia
GS Caltex Corp.	GSCCOR	Korea
Hainan Airlines Co., Ltd.	HAIAIR	Hong Kong
Turkiye Halk Bankasi A.S.	HALKBK	Turkey
Hana Bank	HANABK	Korea
The Hong Kong and China Gas Company Limited	HKCGAS	Hong Kong
Hongkong Land Holdings Ltd.	HKLSP	Hong Kong
Hong Leong Bank Berhad	HLBKMK	Malaysia
Govt of Hong Kong	HONG	Hong Kong
Hutchison Whampoa Limited	HUWHY	Hong Kong
Hyundai Motor Company	HYNMTR	Korea
Hysan Development Company Limited	HYSAN	Hong Kong
Hyundai Capital Services Inc.	HYUCAP	Korea
ICICI Bank Ltd.	ICICI	India
Govt of India	IGB	India
Industrial Bank of Korea	INDKOR	Korea
Republic of Indonesia	INDON	Indonesia
International Petroleum Investment Company PJSC	INTPET	Abu Dhabi

Schedule 4

Indian Oil Corporation Limited	IOCLIN	India
IOI Corp.Bhd	IOIMK	Malaysia
State of Israel /International	ISRAEL	Israel
Israel Electric Corporation Limited	ISRELE	Israel
Itau Unibanco Holding SA/Cayman	ITAU	Brazil
Kasikornbank PCL / Hong Kong	KBANK	Hong Kong
Kasikornbank PCL / Thailand	KBANK	Thailand
KOC Holding AS	KCHOL	Turkey
Kowloon-Canton Railway Corporation	KCRC	Hong Kong
Korea Development Bank	KDB	Korea
Korea Exchange Bank	KEB	Korea
Kia Motors Corp.	KIAMTR	Korea
Coca-Cola FEMSA S.A.B de C.V.	KOF	Mexico
Korea Finance Corporation	KOFCOR	Korea
Korea Hydro & Nuclear Power Co., Ltd.	KOHNPW	Korea
Republic of Korea	KOREA	Korea
KT Corp.	KOREAT	Korea
Korea Resources Corporation	KORESC	Korea
Korea Gas Corp.	KORGAS	Korea
Korea National Oil Corporation	KOROIL	Korea
Korea South-East Power Co., Ltd.	KOSEPW	Korea
Korea Western Power Co., Ltd.	KOWEPW	Korea
Krung Thai Bank Public Company Limited	KTB	Thailand
Li & Fung Limited	LIFUNG	Hong Kong
Lifestyle International Holdings Ltd.	LIHHK	Hong Kong
Lotte Shopping Co., Ltd.	LOTTES	Korea
Open Joint Stock Company Oil company LUKOIL	LUKOIL	Russia
Majid Al Futtaim Holding LLC	MAFUAE	Dubai
Govt of Malaysia	MALAYS	Malaysia
Malayan Banking Berhad	MAYMK	Malaysia
Mersin Uluslararasi Liman Isletmeciligi A.S.	MERSIN	Turkey
Republic of Mexico	MEX	Mexico
Compañía Minera Milpo SAA	MILPOC	Peru
Brazil Minas SPE	MINASG	Brazil
Minsur S.A.	MINSUR	Peru
MTR Corporation Limited	MTRC	Hong Kong
Nonghyup Bank	NACF	Korea
Nan fung International Holdings Limited	NANFUN	Hong Kong
National Bank of Abu Dhabi PJSC	NBADUH	Abu Dhabi
National Federation of Fisheries Coop	NFFSHC	Korea
Noble Group Limited	NOBLSP	Hong Kong
Banco do Nordeste do Brasil SA	NORBRA	Brazil
Myriad International Holdings B.V.	NPNSJ	South Africa
NTPC Ltd.	NTPCIN	India
OAo Novatek	NVTKRM	Russia
Construtora Norberto Odebrecht S.A.	ODBR	Brazil
Oi SA	OIBRBZ	Brazil

Schedule 4

Oil and Natural Gas Corp. Ltd.	ONGCIN	India
Republic Of Panama	PANAMA	Panama
HKT Trust and HKT Limited (6823 HK)	PCCW	Hong Kong
PCCW Limited (8 HK)	PCCW	Hong Kong
Petroleos Mexicanos	PEMEX	Mexico
PT Pertamina (Persero)	PERTIJ	Indonesia
Republic of Peru	PERU	Peru
Petróleo Brasileiro S.A. - Petrobras	PETBRA	Brazil
Petroliam Nasional Berhad	PETMK	Malaysia
Perusahaan Gas Negara Persero Tbk PT	PGASIJ	Indonesia
Republic of the Philippines	PHILIP	Philippines
PhosAgro Bond Funding Limited	PHORRU	Russia
Republic of Poland	POLAND	Poland
PTT Exploration and Production Public Company Limited	PTTEPT	Thailand
PTT Global Chemical Public Company Limited	PTTGC	Thailand
State of Qatar	QATAR	Qatar
Qatar Gas Transport Company Limited (Nakilat) Q.S.C.	QGTS	Qatar
QNB Finance Ltd	QNBK	Qatar
Qtel International Finance Limited	QTELQD	Qatar
Qatar Petroleum	RASGAS	Qatar
Reliance Industries Limited	RILIN	India
Open Joint Stock Company Rosneft Oil Company	ROSNRM	Russia
Russian Agricultural Bank OJSC Via RSHB Capital SA	RSHB	Russia
RZD Capital Limited	RURAIL	Russia
Russian Federation	RUSSIA	Russia
Transnet SOC Limited	SAFTRA	South Africa
Samarco Mineração S.A.	SAMMIN	Brazil
Banco Santander Brasil SA/Cayman Islands	SANBBZ	Brazil
Banco Santander Chile	SANT	Chile
Sasol Financing International Plc	SASOL	South Africa
Sberbank of Russia Via SB Capital SA	SBERRU	Russia
State Bank of India	SBIIN	India
The Siam Commercial Bank Public Company Limited	SCBTB	Thailand
Southern Copper Corp.	SCCO	Mexico
Shinhan Bank	SHNHAN	Korea
Joint Stock Company Gazprom Neft	SIBNEF	Russia
Republic of Singapore	SIGB	Singapore
Sigma Alimentos, S. A. de C. V.	SIGMA	Mexico
Sinochem Hong Kong (group) Company Limited	SINOCH	China
China Petroleum & Chemical Corp.	SINOPC	China
China Petrochemical Corporation	SINOPE	China
Republic of South Africa	SOAF	South Africa
Chemical & Mining Co. of Chile Inc.	SQM	Chile

Schedule 4

Standard Bank PLC	STABAN	South Africa
Sun Hung Kai Properties Limited	SUNHUN	Hong Kong
Swire Properties Limited	SWIPRO	Hong Kong
Swire Pacific Limited	SWIRE	Hong Kong
Abu Dhabi National Energy Company PJSC	TAQAUH	Abu Dhabi
Grupo Televisa, S.A.B.	TELVIS	Mexico
Temasek Financial (I) Limited	TEMASE	Singapore
Tencent Holdings Ltd.	TENCNT	China
Transportadora de Gas del Perú SA	TGPERU	Peru
Kingdom of Thailand	THAI	Thailand
Tingyi Cayman Islands Holding Corp.	TINGYI	China
Rosneft International Holdings Limited	TMENRU	Russia
Oil Transporting Joint Stock Company Transneft	TNEFT	Russia
Consortio Transmantaro S.A.	TRANSM	Peru
Republic of Turkey	TURKEY	Turkey
Govt of Taiwan	TWGB	Taiwan
Union National Bank PJSC/Abu Dhabi	UNBUH	Abu Dhabi
Open Joint Stock Company Uralkali	URKARM	Russia
Türkiye Vakıflar Bankası Türk Anonim Ortaklığı	VAKBN	Turkey
Vale S.A.	VALEBZ	Brazil
China Vanke Co. Ltd.	VANKE	China
Votorantim Participacoes S.A.	VOTORA	Brazil
VTB Bank	VTB	Russia
Woori Bank	WOORIB	Korea
Yapi Ve Kredi Bankası AS	YKBNK	Turkey
Yuexiu Property Company Limited	YUEXIU	China

Sovereign bonds issued by the following countries and jurisdictions: Brazil, Chile, China, Colombia, Czech Republic, Hong Kong, India, Indonesia, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Russia, Singapore, South Africa, South Korea, Taiwan, Thailand, Turkey, UAE

Schedule 4

SCHEDULE 5

Exception Report & Transfer Procedures

Within 25 days of the end of each calendar month, each Sub Advisor shall provide the Investment Manager with an exception report ("Exception Report") detailing specific securities owned in the portfolio with relevant characteristics (e.g. par amount, ratings, etc.) that had their Index status affected during the month by upgrade (departing the Index). With respect to High Yield Assets, the Exception Report shall apply only to those securities being held in the applicable account that had their Index status affected by the ratings upgrade. Upgrades highlighted on the Exception Report, (securities moving from the Sub-Advisor's Index to investment grade public credit) shall be transferred to the applicable investment grade public credit Sub-Advisor on the 1st business day of the month following the upgrade.

Monthly Client Reporting

Beginning no later than Q3 2014, within 10 business days following each calendar month-end, each Sub-Advisor shall provide a report to the Investment Manager with the following information:

- (i) Relative to Benchmark:
 - (a) Total Return – 1M, 3M, YTD, LTM, 3YR, 5YR and Since Inception performance
 - (b) Yield to Worst
 - (c) Yield to Maturity
 - (d) Duration
 - (e) OAS
 - (f) Weighted average rating
 - (g) Industry Analysis with Exposure by Industries
 - (h) Credit Quality Analysis
 - (i) Asset Class Analysis
 - (j) Top Ten Issuer Overweight – (measured on a market value basis)
 - (k) Top Ten Issuer Underweight – (measured on a market value basis)

- (ii) Unique to Sub-Advisor Strategy:
 - (a) Total Market Value – current, last quarter end, most recent year end
 - (b) Performance Attribution – main drivers of performance (ex: security selection, duration, etc.)
 - (c) Turnover – current and historical
 - (d) Total Holdings
 - (e) Out of Index Holdings
 - (f) Purchases – include yield, rating, total dollar amount
 - (g) Sales – include yield, rating, total dollar amount

Schedule 5

Quarterly Presentation

In addition to above reporting requirements, each Sub-Advisor shall provide on a quarterly basis (generally via telephone or video) a review of economic and market commentary, strategy, performance and attribution with respect to such Sub-Advisor's asset class. To the extent that the Investment Manager requests that the Sub-Advisor provide such reporting updates in person, the Investment Manager shall be responsible for the Sub-Advisor's reasonable out-of-pocket travel expenses related thereto.

Schedule 5

SCHEDULE 6

	<u>SyId</u>	<u>SyCode</u>	<u>SyDesc</u>	<u>On Date</u>	<u>Qty</u>	<u>Total Cost</u>	<u>Market Value</u>	<u>Asset Type</u>
1	10015826	FREPT 7 07/31/24	FREEPOINT ELM RIDGE 7% 07/31/24	11/18/2013	64,376,756	60,127,890	60,127,890	Oil & Gas Royalties - PE
2	10016649	CLAST 2014-1 A1	CLAST 2014-1 A1 5.25% 02/15/29	03/05/2014	34,674,500	34,674,500	34,934,559	Aircraft
3	10016708	RISE 2014-1 A	RISE 2014-1 A 02/15/39	02/11/2014	49,739,583	50,112,630	50,672,201	Aircraft
4	10016707	RISE 2014-1 B	RISE 2014-1 B 02/15/39	02/11/2014	18,403,641	18,541,668	18,771,714	Aircraft
5	10016741	ISRELE 4 05/15/27	ISRAEL ELECTRIC 4% 05/15/27	02/25/2014	3,000,000,000	24,955,960	24,856,224	Corporate Bond in VPM
6		SLMA 2007-A C1	SLMA 2007-A C1	4/22/2014	7,940,000	6,629,900	6,629,900	Student Loan
Totals					<u>3,175,134,480</u>	<u>195,042,549</u>	<u>195,992,487</u>	

Schedule 6

EXHIBIT A

FORM OF MASTER SUB-ADVISORY AGREEMENT ADDENDUM

This Master Sub-Advisory Agreement Addendum is made this [●] day of [●], 201[●] (this "Addendum"), by and among Athene Asset Management, L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), ARM Manager LLC, a Delaware limited liability company ("ARM"), Apollo Longevity, LLC, a Delaware limited liability company ("ALL") and Apollo Emerging Markets, LLC, a Delaware limited liability company ("AEM"), and, together with ACM, AGREM, ARM and ALL, the "Sub-Advisors") pursuant to that certain Amended and Restated Master Sub-Advisory Agreement, dated as of [●] (as amended, supplemented or modified from time to time, the "Master Sub-Advisory Agreement"), by and among the Investment Manager and the Sub-Advisors. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Sub-Advisory Agreement.

WHEREAS, the Investment Manager and the Sub-Advisors entered into the Master Sub-Advisory Agreement pursuant to which the Investment Manager retained the Sub-Advisors to manage an investment portfolio of one or more Accounts;

WHEREAS, the Investment Manager serves as investment manager to one or more accounts as may be designated by **[Company Name]**, a **[life]** insurance company domiciled in **[State or other jurisdiction]** ("**[Company Name]**"), as subject to the Investment Manager's management, pursuant to an Investment Management Agreement dated as of **[date]**, with authority to delegate any of its rights and obligations thereunder to one or more sub-advisors;

WHEREAS, the Investment Manager desires to retain each Sub-Advisor, upon the terms and conditions set forth in this Addendum and in accordance with the Master Sub-Advisory Agreement, to provide advice with respect to the Accounts of **[Company Name]** accounts (the "**[Company Name] Accounts**"), which, for the avoidance of doubt, shall be deemed to be an "Account" as such term is defined in the Master Sub-Advisory Agreement), and each Sub-Advisor desires to so act;

WHEREAS, this **[Company Name]** Addendum shall be attached to and become a part of the Master Sub-Advisory Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Appointment of Sub-Advisors; Delegation of Obligations of Investment Manager to Sub-Advisors. On the terms and subject to the conditions set forth herein and in the Master Sub-Advisory Agreement, the Investment Manager hereby appoints each Sub-Advisor as a sub-investment advisor of the **[Company Name]** Account with authority with respect to the investment and reinvestment of the funds and assets of the **[Company Name]** Account, and each Sub-Advisor accepts such appointment.

Exhibit A

2. **[Additional Terms]. [Insert additional terms and conditions which modify the Master Sub-Advisory Agreement.]**

3. **Termination.** The terms and provisions of this **[Company Name]** Addendum shall apply to all transactions with respect to the **[Company Name]** Account from the date of this **[Company Name]** Addendum and this **[Company Name]** Addendum shall continue in effect until terminated by the Investment Manager on the one hand, or the Sub-Advisors collectively on the other hand, without penalty, by the terminating party giving notice to the other party in accordance with the termination provisions contained in Section 7 of the Master Sub-Advisory Agreement.

4. **No Assignment.** This **[Company Name]** Addendum may only be assigned in accordance with the assignment restrictions contained in Section 10 of the Master Sub-Advisory Agreement, which section shall apply equally to this **[Company Name]** Addendum.

5. **Addendum to Master Sub-Advisory Agreement.** This **[Company Name]** Addendum constitutes an Addendum to the Master Sub-Advisory Agreement (as such term is defined in Section 1 of the Master Sub-Advisory Agreement). This **[Company Name]** Addendum shall be deemed to be attached to and become a part of the Master Sub-Advisory Agreement and the terms of the Master Sub-Advisory Agreement shall be amended, supplemented or modified by the terms of this **[Company Name]** Addendum as applicable. Any reference to “this Agreement” in the Master Sub-Advisory Agreement shall be deemed to include the terms set forth in this **[Company Name]** Addendum.

* * * * *

Exhibit A

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM Ltd., its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner

Name:
Title:

APOLLO GLOBAL REAL ESTATE MANAGEMENT, L.P.

By: Apollo Global Real Estate Management GP, LLC, its General Partner

Name:
Title:

ARM MANAGER LLC

Name:
Title:

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner

Name:

Title:

APOLLO EMERGING MARKETS, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner

Name:

Title:

Exhibit A

MASTER SUB-ADVISORY AGREEMENT

ADDENDUM ONE

This Master Sub-Advisory Agreement Addendum One is made this 24th day of November, 2015 (this "Addendum"), by and among Athene Asset Management, L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), and Apollo Emerging Markets, LLC, a Delaware limited liability company ("AEM"), pursuant to that certain Amended and Restated Master Sub-Advisory Agreement, effective as of April 1, 2014 (as further amended, supplemented or modified from time to time, the "Master Sub-Advisory Agreement") by and among the Investment Manager and AEM, Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), Apollo Longevity, LLC, a Delaware limited liability company ("ALL"), and ARM Manager LLC, a Delaware limited liability company ("ARM") and, together with AEM, ACM, AGREM, ARM and ALL, the "Sub-Advisors"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Sub-Advisory Agreement.

WHEREAS, the Investment Manager and the Sub-Advisors entered into the Master Sub-Advisory Agreement pursuant to which the Investment Manager retained the Sub-Advisors to manage an investment portfolio of one or more Accounts;

WHEREAS, pursuant to Section 2(k) of the Master Sub-Advisory Agreement, the Investment Manager and AEM entered into an arrangement whereby AEM may execute certain transactions for the Accounts in accordance with the Investment Guidelines set forth on Schedule 3 the Master Sub-Advisory Agreement;

WHEREAS, the Investment Manager and AEM desire to the amend and restate the Investment Guidelines as set forth on Exhibit A attached hereto; and

WHEREAS, this Addendum shall be attached to, amend and become a part of the Master Sub-Advisory Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Schedule 3 of the Master Sub-Advisory Agreement. Schedule 3 of the Master Sub-Advisory Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A hereto.

2. Addendum to Master Sub-Advisory Agreement. This Addendum constitutes an Addendum to the Master Sub-Advisory Agreement (as such term is defined in Section 1 of the Master Sub-Advisory Agreement). This Addendum shall be deemed to be attached to, amend and become a part of the Master Sub-Advisory Agreement and the terms of the Master Sub-Advisory Agreement shall be amended, supplemented or modified by the terms of this Addendum as applicable. Any reference to "this Agreement" in the Master Sub-Advisory Agreement shall be deemed to include the terms set forth in this Addendum.

3. Conflicts. In the event of any conflict or inconsistency between the terms of this Addendum and those of the Master Sub-Advisory Agreement, this Addendum will control.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.
BY: AAM GP LTD., ITS GENERAL PARTNER



Name: James R. Belardi
Title: Chief Executive Officer

APOLLO EMERGING MARKETS, LLC
By:

Name:
Title:

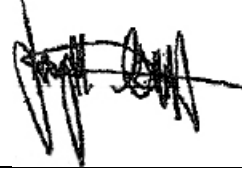
Signature Page to Addendum One

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.
BY: AAM GP LTD., ITS GENERAL PARTNER

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO EMERGING MARKETS, LLC
By:



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

Signature Page to Addendum One

EXHIBIT A

**AEM
Investment Guidelines**

1. AEM Investment Discretion. In accordance with Section 2(k) of the Agreement AEM may execute (or facilitate execution of) transactions on behalf of one or more of the Accounts for which AEM acts as Sub-Advisor, whether under this Agreement or a separate sub-advisory agreement with the Investment Manager (collectively, the “AEM Accounts”), without the prior consent of the Investment Manager, so long as:

- (a) immediately after giving effect to such transactions, to the knowledge of AEM, the holdings of the AEM Accounts are in compliance with the Investment Guidelines below or as otherwise may be agreed in writing between the Investment Manager and AEM and subject to the terms of this Addendum (as amended or supplemented from time to time by agreement of the Investment Manager and AEM, the “Investment Guidelines”); and
- (b) the issuers in such transactions are among the pre-approved list of issuers set forth in Schedule 4 attached hereto (as amended or supplemented from time to time by written agreement of the Investment Manager and AEM, which such written agreement may be in the form of email, the “Approved Issuers List”).

Notwithstanding the foregoing, the Investment Manager may revoke such investment discretion at any time upon notice to AEM. This Schedule 3 and the Schedule 4 attached to the Agreement may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and AEM without a formal amendment to the Agreement. For the avoidance of doubt, AEM shall be required to seek the written consent of the Investment Manager prior to executing any transactions that do not comply with the Investment Guidelines or are not included among the pre-approved classes of transactions on the Approved Issuers List, and the Investment Manager shall approve, decline or ratify such transactions, as applicable, in its sole discretion.

2. Investment Guidelines. The Investment Guidelines set forth herein may be amended, waived or modified only by the written agreement of AEM and the Investment Manager, which such written agreement may be in the form of email, and the Investment Manager may request AEM to make suitable modifications to this Schedule 3 to reflect any change in market or other circumstances or to reflect regulatory requirements of its Clients; provided, that any modification to this Schedule 3 requested by the either party shall become effective only upon agreement by both parties (which such agreement shall not be unreasonably withheld by AEM).

The allocation to the AEM Accounts shall not exceed a market value of \$1,000,000,000 (such maximum amount, the “AEM Allocation”) unless otherwise agreed upon in writing between the Investment Manager and AEM, which such written agreement may be in the form of an email. All percentages set forth below shall be calculated on a market value basis as percentages of the AEM Allocation and shall be measured at the time of acquisition and on a continuous basis.

Exhibit A

Investment Limits:

- *Eligible Assets:* 100% of the AEM Allocation shall be invested in the debt securities of corporate or sovereign issuers listed on the Approved Issuers List.
- *Eligible Countries:* 100% of the invested assets in the AEM Accounts shall be invested in issuers organized in an Emerging Market Country or a Tax Jurisdiction (each as defined below). Unless otherwise agreed upon in writing between the Investment Manager and AEM, which such written agreement may be in the form of an email, (i) an “Emerging Market Country” shall include (a) those countries defined as Emerging Markets in the MSCI Emerging Markets Index (“MSCIEM”) and (b) Morocco, Israel, Hong Kong and Singapore, and (ii) a “Tax Jurisdiction” shall include the following countries: the Cayman Islands, Ireland, Bermuda, Bahamas, British Virgin Islands, Jersey, Liechtenstein, Luxembourg and the Netherlands.
- *Regions:* No more than 50% of the AEM Allocation may be invested in any one “region” as defined by the MSCIEM.
- *Countries Limits:*
 - No more than 25% of the AEM Allocation may be invested in issuers organized in the same country.
 - No more than 25% of the AEM Allocation may be invested in issuers organized in the Tax Jurisdictions on an aggregate basis.
- *Sectors:* Exposure to a single “sector” (as defined in the applicable Bloomberg Industry Classification System (“BICS”)): No more than 25% of the AEM Allocation, except as set forth below with respect to the “financial” sector.
 - Exposure to “financial” sector (as defined in the applicable BICS): No more than 40% of the AEM Allocation.
 - Sublimit for the “banking” subsectors of the “financial sector” (as defined in the applicable BICS): No more than 30% of the AEM Allocation.
 - Sublimit for other subsectors of the “financial” sectors: No more than 12.5% of the AEM Allocation.
- *Ratings Limits:* Up to 100% of the AEM allocation shall be invested in debt securities rated Investment Grade (as defined below), except as set forth below with respect to HY Securities (defined below).
 - No more than 15% of the AEM Allocation may be invested HY Securities (as defined below).
- *Single Issuer Limits*
 - No more than 5% of the AEM Allocation may be invested in Investment Grade securities of a single issuer.
 - No more than 3% of the AEM Allocation may be invested in HY Securities of a single issuer.

Credit Ratings. “Investment Grade” means an investment which is, (i) if rated by the Securities Valuation Office of the National Association of Insurance Commissioners (the “SVO”), rated Class 1 or 2, and (ii)(A) if rated by one Nationally Recognized Statistical Rating Organization (an “NRSRO”), rated investment grade by such NRSRO, (B) if rated by two NRSROs, rated investment grade by the NRSRO assigning the lower of the two ratings, or (C) if rated by three

Exhibit A

or more NRSROs, rated investment grade by the NRSRO assigning the second lowest rating of the NRSROs. “HY Securities” means debt securities that are rated below Investment Grade but not less than “BB-”. “BB-” means if rated by one NRSRO, a credit rating of at least BB- (or an equivalent rating) by such NRSRO, (B) if rated by two NRSROs, a credit rating of at least BB- (or an equivalent rating) by the NRSRO assigning the lower of the two ratings, or (C) if rated by three or more NRSROs, a credit rating of at least BB- (or equivalent rating) by the NRSRO assigning the second lowest rating of the NRSROs. All credit ratings are determined at the time of acquisition but shall be monitored on a continuous basis in accordance with the compliance requirements set forth in the Investment Guidelines.

Tax Considerations. AEM shall only purchase securities on behalf of the AEM Accounts if the issuer (i) is organized in a jurisdiction which, at the time of acquisition of an investment, does not require withholding tax on interest paid to a U.S. tax resident that qualifies for benefits under an applicable tax treaty either pursuant to the domestic laws of the country or pursuant to the relevant tax treaty or (ii) provides for a gross up of any withholding taxes.

Compliance. AEM shall provide written notice, which such written notice may be in the form of email, to the Investment Manager within five (5) business days of its knowledge of the acquisition or establishment of an investment or position that does not comply with the Investment Guidelines and/or Approved Issuers List (including noncompliance described below which does not result from the volitional acts of AEM) at the time of such acquisition or establishment and shall use commercially reasonable efforts to enter into a mutual agreement with the Investment Manager regarding AEM’s resolution of such breach. Notwithstanding the foregoing, to the extent the portfolio becomes noncompliant with the Investment Guidelines due to changes in the market values, maturities, amortization rates, credit ratings or other characteristics of the securities or other instruments after purchase or because of other causes not due to the volitional acts of AEM, AEM shall use commercially reasonable efforts to dispose of such security, or transfer such security within 45 business days of its knowledge of such noncompliance unless a shorter period is requested by the Investment Manager to AEM or such non-compliance is waived in writing by the Investment Manager.

In addition to the reporting requirements set forth on Schedule 5 and the other compliance requirements set forth above, within ten (10) business days of the end of each calendar month, AEM shall also provide to the Investment Manager a statement (a “Compliance Statement”) reporting whether each asset in the AEM Accounts as of the last day of the calendar month subject to such report, and all the assets in the AEM Accounts in aggregate, as of the last day of the calendar month subject to such report, were in compliance with the Investment Guidelines and the Approved Issuers List and the nature, reason and magnitude of noncompliance, if any, with the Investment Guidelines and/or the Approved Issuers List. Such Compliance Statement shall be provided to the Investment Manager via email at legalcomp@athenelp.com.

Exhibit A

**SECOND AMENDED AND RESTATED
MASTER SUB-ADVISORY AGREEMENT**

This Second Amended and Restated Master Sub-Advisory Agreement (this "Agreement"), effective as of April 1, 2014 (the "Effective Date"), is entered into by and among Athene Asset Management L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), ARM Manager LLC, a Delaware limited liability company ("ARM"), Apollo Longevity, LLC, a Delaware limited liability company ("ALL"), Apollo Royalties Management, LLC, a Delaware limited liability company ("AR") and Apollo Emerging Markets, LLC, a Delaware limited liability company ("AEM"), and, together with ACM, AGREM, ARM, ALL and AR, the "Sub-Advisors").

WHEREAS, the Investment Manager serves as investment manager to one or more accounts as may be designated by certain insurance companies (each a "Company") from time to time and set forth on Schedule 1 attached hereto (as amended in accordance with Section 1(c) hereof), as subject to the Investment Manager's management, pursuant to the Investment Management Agreement set forth opposite each Company's name on Schedule 1 (each, an "Investment Management Agreement"), with authority to delegate any of its rights and obligations thereunder to one or more sub-advisors;

WHEREAS, the Investment Manager and the Sub-Advisors previously entered into that certain Amended and Restated Master Sub-Advisory Agreement, dated as of April 17, 2013 (as amended by that certain Master Sub-Advisory Agreement Addendum One, dated June 20, 2013, that certain Master Sub-Advisory Agreement Addendum Two, dated July 25, 2013, that certain Master Sub-Advisory Agreement Addendum Three, dated August 2, 2013, that certain Master Sub-Advisory Agreement Addendum Four, dated October 21, 2013, that certain Master Sub-Advisory Agreement Addendum Five, dated February 4, 2014 and that certain Master Sub-Advisory Agreement Addendum Six, dated April 14, 2014, the "First Amended Master Sub-Advisory Agreement"), pursuant to which the Investment Manager retained the Sub-Advisors, upon the terms and conditions set forth in the First Amended Master Sub-Advisory Agreement, to sub-advise an investment portfolio of one or more of such Company accounts (the portion of the accounts sub-advised by the Sub-Advisor, together with all additions, substitutions and alterations thereto, are individually referred to as an "Account" and, collectively, referred to herein as the "Accounts"); and

WHEREAS, the Investment Manager and the Sub-Advisors desire to amend and restate the First Amended Master Sub-Advisory Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Sub-Advisors.

(a) From time to time, as the Investment Manager and the applicable Sub-Advisors shall agree, the Investment Manager shall designate and appoint one or more Sub-Advisors (acting individually or jointly as the parties may agree), on the terms and subject to the conditions set forth herein, as a sub-investment advisor for one or more Accounts with authority to make recommendations to the Investment Manager with respect to the investment and reinvestment of the funds and assets of such Account or Accounts, and the Sub-Advisors (or any of them as the case may be) shall accept such appointment. In addition, the Investment Manager and one or more Sub-Advisors may execute an addendum governing the terms of the sub-advisory services to be provided with respect to any Company, which addendum may, among other things and subject to Section 3(a), supplement or modify the terms of this Agreement relating to such Company's Account or Accounts (including, without limitation, terms relating to management services, investment guidelines and/or management fees) on terms mutually acceptable to the Investment Manager and the Sub-Advisors (or any of them as the case may be) (each such Addendum, including any schedules thereto, an "Addendum"). The parties intend that each Addendum shall be substantially in the form of the Master Sub-Advisory Agreement Addendum attached hereto as Exhibit A or as otherwise may be agreed upon among the applicable parties.

(b) From time to time, the Investment Manager may designate and appoint additional sub-advisors for one or more Accounts with authority to make recommendations to the Investment Manager with respect to the investment and reinvestment of the funds and assets of such Account or Accounts. Any such designation and appointment shall be effective upon the execution by the Investment Manager and such additional sub-advisor(s) of an Addendum setting forth the terms of the sub-advisory services to be provided by such sub-advisor(s). Following the execution of any such Addendum, each such additional sub-advisor shall be deemed to be a Sub-Advisor for all purposes of this Agreement.

(c) Within a reasonable time after the appointment or termination of any Sub-Advisor with respect to any particular Company, and after the execution of each Addendum, if any, Schedule 1 attached hereto shall be amended to reflect such appointment (by addition to such Schedule) or termination (by deletion from such Schedule), as the case may be, it being understood that Schedule 1 is solely for the convenience of the parties and shall not be evidence of, or precondition for, any such appointment or termination. The Sub-Advisors agree that Schedule 1 may be amended from time to time by the Investment Manager upon written notice to the Sub-Advisors for the purpose of adding additional insurance companies and/or accounts thereto, and, following any such amendment, (i) each such additional insurance company shall be deemed to be a Company for all purposes of this Agreement and (ii) each such additional account shall be deemed to be an Account for all purposes of this Agreement.

2. Management Services; Duties of and Restrictions on Sub-Advisors.

(a) For the avoidance of doubt and without limiting the generality of the powers conferred upon it by Section 1, the Sub-Advisors (or any of them as the case may be) shall be responsible for making recommendations for the investment and reinvestment of the assets of each Account. The Sub-Advisors shall make recommendations to the Investment

Manager, and the Investment Manager shall approve or decline such recommendations in its sole discretion. The Sub-Advisors shall be responsible for facilitating execution (through third party brokers or other agents or as otherwise permitted hereby) of any approved investment recommendations in accordance with this Agreement and any instructions provided by the Investment Manager. For the avoidance of doubt, the Sub-Advisors may only execute (or facilitate execution of) transactions in an Account pursuant to this Agreement with the prior consent of the Investment Manager (subject to Section 2(k) below). The Investment Manager shall be responsible for ensuring that any transaction approved by the Investment Manager is permissible under any investment guidelines agreed upon between the Investment Manager and the applicable Company. Where the prior consent of the Investment Manager is required prior to the Sub-Advisor taking any action under this Agreement, the Investment Manager's written or verbal consent (including consent by electronic mail) shall suffice, unless the express language of this Agreement requires the Investment Manager's consent in writing, in which case only the signed consent of the Investment Manager shall suffice. Where verbal consent for a particular trade is given by the Investment Manager, and provided that the applicable Sub-Advisor provides normal documentary evidence of such trade on the trade date (i.e., via trade ticket, trade confirmation, trade blotter excerpt or similar means provided in the normal course), the Investment Manager's consent with respect to such trade shall be deemed evidenced by the absence of the Investment Manager's objection to such trade in writing (including by electronic mail) prior to the earlier of (i) the close of business on the second business day following the trade date and (ii) the settlement date.

(b) Subject to the other provisions of this Agreement, including, without limitation, Sections 2(a) and 2(h), the Sub-Advisors have authority: (i) to buy, sell, sell short, hold and trade, on margin or otherwise and in or on any market or exchange within or outside the United States or otherwise, securities convertible into preferred or common stock of domestic and foreign issuers, debt securities of domestic and foreign governmental issuers (including federal, state and municipal issuers) and domestic and foreign corporate issuers, investment company securities, money-market securities, partnership interests, mortgage- and asset- backed securities (including, without limitation, collateralized loan obligations and other collateralized debt obligations), foreign currencies and currency forwards, futures contracts and options thereon, bank and debtor-in-possession loans, trade receivables, repurchase and reverse repurchase agreements, commercial paper, other securities, futures and derivatives (including interest rate and currency swaps, swaptions, caps, collars and floors), rights and options on all of the foregoing and other investments, assets or property; and (ii) to effect such other investment transactions involving the assets in an Account's name and solely for such Account, including without limitation, to execute swap, futures, options and other agreements with counterparties. Without the prior written consent of the Investment Manager, the Sub-Advisor shall not open or close any accounts on a Company's behalf.

(c) With respect to each Account advised by such Sub-Advisor, such Sub-Advisor will have the authority to exercise any voting rights relating to assets of such Account. Upon receipt of the Investment Manager's prior verbal or written consent, each Sub-Advisor shall be authorized to exercise rights, options, warrants, conversion privileges, and redemption privileges, and to tender securities pursuant to a tender offer, in each case, with respect to such Account. Each Sub-Advisor shall have the authority to exercise, on behalf of each Account managed by such Sub-Advisor, all rights, remedies and obligations associated with assets held in

such Account. Each Sub-Advisor shall have the authority to execute trade confirmations, trade tickets, purchase orders, assignment agreements, engagement letters, amendments, forbearance agreements and all other documents related to the purchase, sale, amendment, restructuring or insolvency of assets of an Account managed by such Sub-Advisor; provided that, any exercise of such authority which would result in a conversion or transfer of an asset shall be subject to the prior verbal or written consent of the Investment Manager.

(d) Subject to each respective Investment Management Agreement with respect to each Account, the Investment Manager may rebalance or reallocate assets among such Account in its discretion (or between the Accounts and any other accounts of any Company or other clients of the Investment Manager sub-advised by any Sub-Advisor) and will provide the Sub-Advisors (or any of them as the case may be) with notice of any such rebalancings or reallocations.

(e) The Sub-Advisors (or any of them as the case may be) will reasonably cooperate with the Investment Manager to the limited extent necessary for the Investment Manager to perform such ongoing due diligence reasonably relating to each Account and the Sub-Advisors as the Investment Manager reasonably deems necessary or advisable, provided, that such cooperation shall be at no cost or expense to the Sub-Advisors and any cost or expense associated therewith shall be paid by the Investment Manager.

(f) No Sub-Advisor may retain any sub-advisors or otherwise delegate any of its obligations under this Agreement with respect to each Account managed by such Sub-Advisor without the prior written consent of the Investment Manager; provided that each Sub-Advisor may delegate any of its obligations to its affiliates without the prior consent of the Investment Manager; and provided further that, notwithstanding any delegation permitted pursuant to this Section 2(f), such Sub-Advisor shall always remain responsible to the Investment Manager for such Sub-Advisor's obligations hereunder with respect to such Company's Account.

(g) With the written consent of the Investment Manager, each Sub-Advisor shall have the authority to engage such attorneys, accountants and other professionals or advisors as may be necessary or advisable in the discharge of its duties and obligations under this Agreement.

(h) Unless otherwise allowed by an Addendum with respect to a particular Company, none of the Sub-Advisors shall enter into, whether in the name, and on behalf, of any Company or otherwise, any over-the-counter, exchange-traded and other derivative transactions (including any and all contracts or agreements related thereto) in respect of any Accounts without the prior written consent of the Investment Manager (which written consent may be conveyed via electronic mail).

(i) None of the Sub-Advisors shall make a claim for exemption from U.S. withholding tax to the U.S. Internal Revenue Service on the basis that income of any Company is effectively connected with the conduct of a trade or business in the United States, nor shall any Sub-Advisor file a U.S. Internal Revenue Service Form W8-ECI (or any successor form) on behalf of any Company with any withholding agent.

(j) Each Sub-Advisor shall promptly notify the Investment Manager upon its actual knowledge of the occurrence of any event which in the reasonable opinion of such Sub-Advisor would have a materially adverse impact on the ability of such Sub-Advisor to manage each Account sub-advised by such Sub-Advisor.

(k) Notwithstanding anything to the contrary contained herein, the Investment Manager may enter into an arrangement with a Sub-Advisor, either pursuant to an Addendum or other written arrangement, whereby the Sub-Advisor would have discretion with respect to certain transactions other than as set forth in Section 2(a), such as to execute certain transactions for the Accounts without seeking prior consent from the Investment Manager so long as they fit within certain prescribed guidelines or a particular set of issuers, or some other similar agreement; provided that the Investment Manager may revoke such investment discretion at any time upon notice to such Sub-Advisor.

(l) Each Sub-Advisor agrees to use reasonable best efforts to cause its portfolio managers to trade within the Investment Manager's systems environment, including staging such trades prior to execution.

(m) Each Sub-Advisor and the Investment Manager agree to use commercially reasonable efforts to develop an investment policy statement (an Investment Policy Statement) mutually agreed upon by such Sub-Advisor and the Investment Manager with respect to such Sub-Advisor's asset class and such Investment Policy Statement shall generally include, without limitation, policy statements with respect to such Sub-Advisor's investment strategy, applicable index ("Index"), investment objectives (including benchmarks), investment constraints and reporting procedures (provided that such reporting procedures shall comply with Section 15 below).

3. Compensation; Expenses.

(a) Except as otherwise set forth in any Addendum entered into in respect of any Account, the Investment Manager agrees to pay the Sub-Advisors a management fee ("Management Fee") for the services provided pursuant to this Agreement, calculated and paid (A) with respect to each Sub-Advisor other than AR and, other than with respect to third party CLO equity managed accounts, in accordance with Schedule 2-1 attached hereto (as amended from time to time), (B) with respect to assets purchased by ALL prior to the Effective Date, in accordance with Schedule 2-2 attached hereto (as amended from time to time), (C) with respect to third party CLO equity managed accounts, in accordance with Schedule 2-3 hereto (as amended from time to time) and (D) with respect to AR, in accordance with Schedule 2-4 attached hereto (as amended from time to time). The Management Fee described in Schedule 2-1 and Schedule 2-3, respectively, shall be allocated among the applicable Sub-Advisors as such Sub-Advisors shall determine.

(b) Each Sub-Advisor will be responsible for all fees and expenses incurred by it in performing its obligations under this Agreement except, for the avoidance of doubt, Account Trading and Investment Expenses, which shall be paid by each respective Company out of the assets of the Account of such Company.

(c) For purposes of this Agreement, "Account Trading and Investment Expenses" shall mean all brokerage fees, brokerage commissions and all other brokerage transaction costs, stock borrowing and lending fees, interest on cash balances, custodial fees, reasonable transaction legal expenses, regulatory fees or taxes payable in respect of the Account, professional expenses (including fees in connection with the use of proxy voting services) and any other fees and expenses related to the trading and investment activity of the Account as determined by the Sub-Advisors in good faith; provided that such fees and expenses are not duplicative of any services provided by the Investment Managers or agents, brokers, advisors or professionals engaged in any capacity by the Investment Manager.

4. Custodian.

(a) The assets of each Account shall be held by a trustee, custodian or securities intermediary that is a “qualified custodian” as defined in Rule 206(4)–2 under the Investment Advisers Act of 1940 duly appointed by each Company (the “Custodian”), and each Sub-Advisor is authorized to give instructions to the Custodian, in writing, with respect to all investment decisions regarding each Account managed by such Sub-Advisor. Nothing contained herein shall be deemed to authorize the Sub-Advisors to take or receive physical possession of any of the assets for the Account and no Sub-Advisor shall have custody or possession of any such assets, it being intended that sole responsibility for safekeeping thereof (in such investments as the Investment Manager or the Sub-Advisors may direct) and the consummation of all purchases, sales, deliveries and investments made pursuant to such Sub-Advisor’s direction shall rest upon the Custodian. The Custodian may be changed with respect to any Company’s Account from time to time upon the written instructions of such Company, subject to any required consents.

(b) Except as expressly provided herein, a Sub-Advisor may not withdraw or substitute funds or other assets from any Account managed by it without the approval of the Custodian (which approval may be subject to the further approval of the applicable Company (as the case may be) and/or the Investment Manager).

(c) Each Company shall instruct the Custodian to send the Investment Manager and the Sub-Advisors (or any of them as the case may be) duplicate copies of all Account statements given to such Company by the Custodian.

5. Brokerage. The Sub-Advisors may designate the brokers or dealers through whom all purchases and sales on behalf of each Account will be made. To the extent permitted by applicable law, such brokers or dealers may include affiliates of the Sub-Advisors. The Sub-Advisors will determine the rate or rates, if any, to be paid for brokerage services provided to each Account. In selecting brokers or dealers to effect transactions on behalf of any Account, the Sub-Advisors, subject to their overall duty to obtain “best execution” of Account transactions, will have authority to and may consider the full range and quality of the ability of the brokers or dealers to execute transactions efficiently, their responsiveness to each Sub-Advisor’s instructions, their facilities, reliability and financial responsibility and the value of any research or other services or products they provide. None of the Sub-Advisors will be obligated to seek in advance competitive bidding for the most favorable commission rate applicable to any particular transaction for any Account or to select any broker-dealer on the basis of its purported

posted commission rate. As long as the services or other products provided by a particular broker or dealer (whether directly or through a third party) qualify as “brokerage and research” services within the meaning of Section 28(e) of the Securities Exchange Act of 1934, as amended (and relevant Securities and Exchange Commission (“SEC”) interpretations of that section) and the Sub-Advisors (or any of them as the case may be) determine in good faith that the amount of commission charged by such broker or dealer is reasonable in relation to the value of such “brokerage and research services,” the Sub-Advisors (or any of them as the case may be) may utilize the services of that broker or dealer to execute transactions for each Account on an agency basis even if (i) such Account would incur higher transaction costs than it would have incurred had another broker or dealer been used and (ii) such Account does not necessarily benefit from the research or products provided by that broker or dealer.

6. Limitation of Liability.

(a) None of the Sub-Advisors guarantee the future performance of any Account or any specific level of performance, the success of any investment decision or strategy that any Sub-Advisor may use, or the success of any Sub-Advisor’s overall management of any Account. None of the Sub-Advisors provide any express or implied warranty as to the performance or profitability of the Account nor any part thereof nor that any specific investment objectives will be successfully met. Investment decisions made by any Sub-Advisor on behalf of any Account managed by such Sub-Advisor are subject to various market, currency, economic, political and business risks, and those investment decisions will not always be profitable. The Sub-Advisors shall be severally and not jointly liable for their respective obligations and liabilities under this Agreement.

(b) To the maximum extent permitted by law, none of the Sub-Advisors, any affiliate of the Sub-Advisors or any member, partner, shareholder, principal, director, officer, employee or agent of the Sub-Advisors or any such affiliate (each, a “Sub-Advisor Party”) shall be liable for any loss, liability or damage (including attorney’s fees and other related expenses) (“Losses”) resulting from: (i) any act or failure to act by the Custodian, any administrator or any broker or dealer; or (ii) any act or omission by any Sub-Advisor or any permitted Sub-Advisor in connection with the performance of its services under this Agreement (including any Addendum hereto), except in cases of willful misconduct, gross negligence, bad faith or reckless disregard by any Sub-Advisor or any permitted Sub-Advisor of its obligations and duties under this Agreement (including any Addendum hereto). Except as expressly set forth above, none of the Sub-Advisors shall have liability for any Losses suffered, and shall be fully indemnified by the Investment Manager for any Losses it may suffer, as the result of any actions it takes or does not take based on instructions or permissions received from any of the authorized persons of the Investment Manager reasonably believed by such Sub-Advisor to be genuine. Each Sub-Advisor may consult with legal counsel at its cost and expense (without limiting the reimbursement provisions set forth in this Agreement, including those set forth in Section 3(b)) concerning any question which may arise with reference to this Agreement or its duties hereunder, and the opinion of such counsel shall be full and complete protection with respect to, and none of the Sub-Advisors shall have liability for any Losses suffered as a result of, any action taken or suffered by any Sub-Advisor hereunder in good faith and in accordance with the opinion of such counsel. Under no circumstances shall any Sub-Advisor be liable for any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages.

(c) The federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that the Investment Manager or any Company may have under those laws.

7. Termination.

(a) The terms and provisions of this Agreement shall apply to all transactions from the date of this Agreement and this Agreement shall continue in effect until terminated by the Investment Manager on the one hand, or the Sub-Advisors on the other hand, without penalty, by the terminating party giving written notice to the other party in writing which will take effect 30 days after the date on which notice is received by the other party or such later date as such notice specifies (which shall not exceed 90 days from the date of such notice) or such earlier date as the other party may agree. In addition, this Agreement may be terminated by:

(i) the Investment Manager with respect to any particular Sub-Advisor in the event of: (A) a material breach by such Sub-Advisor; (B) bankruptcy or insolvency by such Sub-Advisor; or (C) the inability of such Sub-Advisor for regulatory reasons to perform its services hereunder; and

(ii) the Sub-Advisors in the event of: (A) a material breach by the Investment Manager; (B) bankruptcy or insolvency by the Investment Manager; or (C) the inability of the Investment Manager for regulatory reasons to perform its services hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, (a) the Investment Manager may suspend all trading in any Account upon 2 business days' prior written notice to the Sub-Advisors (or any of them, as the case may be) for any or no reason and (b) this Agreement shall automatically terminate upon the termination of the last remaining Investment Management Agreement with respect to the applicable Account listed on Schedule 1.

(c) Upon receipt of a termination notice from the Investment Manager, or delivery of a termination notice by any Sub-Advisor, such Sub-Advisor shall, at the reasonable request of the Investment Manager, continue to perform its functions under this Agreement or in respect of such terminated Account, and shall be entitled to receive the requisite portion of any fees due (including Management Fees) until a successor has been appointed, provided that such Sub-Advisor shall not be required to perform its functions after ninety (90) days from the receipt of a termination notice.

(d) Section 6 of this Agreement shall continue in full force and effect notwithstanding the termination hereof or the invalidation of any provision contained herein.

8. Representations and Warranties.

(a) Each Sub-Advisor, severally and not jointly, represents and warrants to the Investment Manager, as of the date hereof, as follows:

(i) such Sub-Advisor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) such Sub-Advisor is a registered investment adviser under the Investment Advisers Act of 1940, as amended or is relying on such a registered investment adviser (the "Advisers Act"), and in turn each such Sub-Advisor acknowledges that the Advisers Act provides for the following duty: (A) to act with utmost good faith; (B) to act with loyalty to clients; (C) to provide full and fair disclosure of all material facts; and (D) to employ reasonable care to avoid misleading clients;

(iii) to its knowledge, there are no material suits, actions, claims or proceedings pending or threatened in any court or before or by any governmental, regulatory or administrative body, nor have there been any such material suits, actions, claims or proceedings, to which such Sub-Advisor is a party which might reasonably be expected to have a materially adverse effect on the ability of such Sub-Advisor to perform its duties hereunder;

(iv) the Sub-Advisor has not been subject to any legal or regulatory action, proceeding, or claim involving fraud, misrepresentation or violation of any securities laws, rules or regulations;

(v) in performing its duties and obligations under this Agreement, all acts and omissions taken by such Sub-Advisor in respect of any Account shall be in compliance in all material respects with all applicable laws, rules and regulations;

(vi) such Sub-Advisor has all necessary governmental, regulatory and exchange approvals and licenses and has effected all filings and registrations with all necessary authorities required to conduct its business and to perform its obligations hereunder in all material respects;

(vii) such Sub-Advisor has, and its employees or related parties are subject to, written procedures regarding compliance with all relevant rules and regulations as required by and in conformity with applicable law, and such Sub-Advisor has procedures in place which comply with all relevant anti-money laundering and privacy principles applicable to it pursuant to applicable law;

(viii) such Sub-Advisor has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(ix) this Agreement constitutes a binding obligation of such Sub-Advisor, enforceable against such Sub-Advisor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(x) the execution, delivery and performance of this Agreement by such Sub-Advisor do not violate (A) any law, rule or regulation applicable to such Sub-Advisor, (B) any provision of the articles of incorporation or by-laws of such Sub-Advisor, or (C) any agreement or instrument to which such Sub-Advisor is a party except, in each case, for such violations as would not have a materially adverse effect on the ability of such Sub-Advisor to perform its obligations under this Agreement.

(b) Except as otherwise provided in an Addendum, if any, with respect to a particular Company, the Investment Manager represents and warrants to each Sub-Advisor as follows:

(i) the Investment Manager is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) the Investment Manager has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(iii) this Agreement constitutes a binding obligation of the Investment Manager, enforceable against the Investment Manager in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(iv) the execution, delivery and performance of this Agreement by the Investment Manager do not violate (A) any law, rule or regulation applicable to the Investment Manager, (B) any provision of the articles of incorporation or by-laws of the Investment Manager, or (C) any agreement or instrument to which the Investment Manager is a party, except for such violations as would not have a materially adverse effect, directly or indirectly, on the ability of the Investment Manager to perform its duties under this Agreement;

(v) no consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Investment Manager in connection with the execution, delivery and performance of this Agreement other than those already obtained;

(vi) each Company is a "qualified institutional buyer" ("QIB") as defined in Rule 144A under the Securities Act of 1933, as amended, and the Investment Manager will promptly notify the Sub-Advisors if such Company ceases to be a QIB; and

(vii) none of the assets contained in any Account are or will be "plan assets" of an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code").

9. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand, facsimile, e-mail, or mailed by first class, registered mail, return receipt requested, postage and registry fees prepaid and addressed as follows:

(a) If to any Sub-Advisor:

Apollo Capital Management, L.P.
9 W 57th Street
New York, NY 10036
Attention: Joseph Glatt
Email: jglatt@apollolp.com

(b) If to the Investment Manager:

Athene Asset Management, L.P.
841 Apollo Street, Suite 150
El Segundo, CA 90245
Attention: James Belardi and Legal Department
Telephone: (310) 698-4430
Facsimile: (310) 698-4492
Email: jbelardi@athene.com; legal@athene.com

Addresses may be changed by notice in writing signed by the addressee.

10. No Assignment. This Agreement may not be assigned by any party to this Agreement without the prior written consent of the other parties hereto; provided, that, upon 5 days' prior written notice to the Investment Manager, any Sub-Advisor may assign this Agreement to its affiliates without the prior written consent of the Investment Manager or any Company, provided that such assignment does not result in a change of actual control or management of such Sub-Advisor, which shall be determined with reference to Section 202(a)(1) of the Advisers Act and Rule 202(a)(1)-1 and other guidance issued by the SEC thereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their successors and permitted assigns, in each case *provided* that such successor or assignee agrees to be bound by the terms and conditions of this Agreement.

11. Governing Law. To the extent consistent with any mandatorily applicable federal law, this Agreement shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law thereof that would permit or require the application of the law of another jurisdiction and are not mandatorily applicable by law.

12. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a proceeding, seek to enforce the forgoing waiver and (ii) acknowledge that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

13. Right to Audit. The Investment Manager and its representatives shall have the right, at its own expense, to conduct an audit of the relevant books, records and accounts of each Sub-Advisor related to the Accounts (or any particular Account) managed by such Sub-Advisor during normal business hours upon giving reasonable notice of their intent to conduct such an audit. In the event of such audit, each Sub-Advisor shall comply with the reasonable requests of the Investment Manager and/or any Company and their respective representatives and provide access to all books, records and accounts necessary to the audit and the Investment Manager shall reimburse each Sub-Advisor for its costs and expenses in connection with such audit.

14. Books and Records. Each Sub-Advisor shall keep and maintain proper books and records wherein shall be recorded the business transacted by it on behalf of, in the name of, or on account of each Company in respect of such Company's Account. Each Sub-Advisor shall maintain voting records for each Account managed by such Sub-Advisor for a minimum period of five (5) years or for such longer time as may be required by applicable law, and shall make such voting records available to the Investment Manager as the Investment Manager may reasonably request from time to time.

15. Reports. In addition to any notice requirements otherwise described herein, each Sub-Advisor shall, subject to any confidentiality obligations, legal, regulatory or other disclosure restrictions, provide the Investment Manager with (i) reports containing the information set forth on Schedule 5 and (ii) all other information reasonably requested by the Investment Manager that is required to meet the Investment Manager's compliance, financial reporting, operational and other obligations, to the extent the Sub-Advisor actually possesses such information. Schedule 5 may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and the Sub-Advisors (as applicable) without a formal amendment to the Agreement.

16. Force Majeure. No party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or gross negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts of the state in its sovereign capacity, fires, floods, earthquakes, power failure, disabling strikes, epidemics, quarantine restrictions and freight embargoes.

17. Non-Exclusive Dealings with and by Sub-Advisor Parties; Conflicts of Interest

(c) Although nothing herein shall require any Sub-Advisor to devote its full time or any material portion of its time to the performance of its duties and obligations under this Agreement, each Sub-Advisor shall furnish continuous investment advisory services for the Accounts and, in that connection, devote to such services such of its time and activity (and the time and activity of its employees) during normal business days and hours as it shall reasonably determine to be necessary for each Account to achieve its investment objective(s); *provided, however*, that nothing contained in this Section 17(a) shall preclude the Sub-Advisor Parties from acting, consistent with the foregoing, either individually or as a member, partner, shareholder, principal, director, trustee, officer, official, employee or agent of any entity, in connection with any type of enterprise (whether or not for profit), regardless of whether any Company, Account or any Sub-Advisor Party has dealings with or invests in such enterprise.

(d) The Investment Manager understands that each Sub-Advisor will continue to furnish investment management and advisory services to others, and that each Sub-Advisor shall be at all times free, in its discretion, to make recommendations to others which may be the same as, or may be different from or inconsistent with, those made to each Account. The Investment Manager further understands that the Sub-Advisor Parties may or may not have an interest in the securities whose purchase and sale any Sub-Advisor may recommend. Actions with respect to securities of the same kind may be the same as or different from or inconsistent with the action which the Sub-Advisor Parties or other investors may take with respect thereto. Furthermore, the Investment Manager understands and agrees that each Sub-Advisor Party shall have the right to engage, directly or indirectly, in the same or similar business activities or lines of business as any Sub-Advisor and any other Sub-Advisor Party and no knowledge or expertise of any Sub-Advisor Parties or any opportunities available to such Sub-Advisor Parties shall be imputed to any Sub-Advisor or any other Sub-Advisor Parties.

(e) The Investment Manager agrees that each Sub-Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Sub-Advisor Parties are directors or officers, or companies as to which the Sub-Advisor Parties have any substantial economic interest or possesses material non-public information, unless such Sub-Advisor either determines in good faith that it may appropriately do so without disclosing such conflict to the Investment Manager and any applicable Company or discloses such conflict to the Investment Manager and such Company prior to rendering such advice or services with respect to any Account.

(f) From time to time, when determined by any Sub-Advisor to be in the best interest of any Company and with the prior approval of the Investment Manager, the Account in respect of such Company may purchase securities from or sell securities to another account (including, without limitation, public or private collective investment vehicles) managed, maintained or trusted by such Sub-Advisor or an affiliate at prevailing market levels in accordance with applicable law and utilizing such pricing methodology determined to be fair and equitable to such Company in such Sub-Advisor's reasonable judgment.

(g) Notwithstanding anything else in this Agreement to the contrary, none of the Sub-Advisors shall be under any obligation to effect trades or satisfy any other obligation required of it herein if such Sub-Advisor determines that such transactions might be adverse to the interests of clients managed by such Sub-Advisor or its affiliates. Each Sub-Advisor shall

be entitled to consider its fiduciary duties to all clients that hold parallel positions in the securities to be sold or distributed, if any. In the event that, in accordance with this provision, a Sub-Advisor declines to follow the instructions of the Investment Manager, the Sub-Advisor will notify the Investment Manager of such conflict and its decision with respect thereto. For the avoidance of doubt, if the Sub-Advisor determines not to follow the direction of the Investment Manager, nothing herein shall prevent the Investment Manager from immediately making a full or partial withdrawal from the applicable Account(s) and proceeding with the relevant course of action on its own.

18. Aggregation and Allocation of Orders.

(a) The Investment Manager acknowledges that circumstances may arise under which a Sub-Advisor determines that, while it would be both desirable and suitable that a particular security or other investment be purchased or sold for the account of more than one of such Sub-Advisor's clients' accounts, there is a limited supply or demand for the security or other investment. Under such circumstances, the Investment Manager acknowledges that, while such Sub-Advisor will seek to allocate the opportunity to purchase or sell that security or other investment among those accounts on an equitable basis, such Sub-Advisor shall not be required to assure equality of treatment among all of its clients (including that the opportunity to purchase or sell that security or other investment will be proportionally allocated among those clients according to any particular or predetermined standards or criteria). Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for each Account (or for the other accounts advised or sub-advised by such Sub-Advisor), such Sub-Advisor may average the various prices and charge or credit any Account with the average price.

(b) It is each Sub-Advisor's general policy to allocate investment opportunities among investment funds and client accounts on a basis that such Sub-Advisor and its affiliates determine in good faith to be appropriate taking into consideration such factors as each client's and investment fund's primary mandate, the relative amounts of capital available for investment (after taking into account applicable reserves), and any restrictions on investment, the sourcing of the transaction, the size of the transaction, the amount of potential follow-on investing strategy of the client or investment fund, reasons of portfolio balance, the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals and other factors deemed applicable by such Sub-Advisor and its affiliates in good faith.

19. Sub-Advisors Independent. For all purposes of this Agreement, each Sub-Advisor shall be deemed to be an independent contractor and shall have no authority to act for, bind or represent the Investment Manager, any Company or any Company's shareholders in any way, except as expressly provided herein, and shall not otherwise be deemed to be an agent of any Company. Nothing contained herein shall create or constitute any Sub-Advisor, the Investment Manager and/or any Company as a member of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall anything contained herein be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of any other person, except as expressly provided herein. Each Sub-Advisor shall be severally liable for its own obligations and the Investment Manager shall have no recourse to any Sub-Advisory for the actions or omissions of any other Sub-Advisor.

20. Entire Agreement. Except for those documents, agreements or Addendums referred to herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes from and after the Effective Date all other prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. There are no understandings between the parties with respect to the subject matter of this Agreement other than as expressed herein.

21. Severability. To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed to the greatest extent practicable in a manner consistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.

22. Counterparts; Amendment. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as set forth herein or in any Addendum, this Agreement may not be modified or amended, except by an instrument in writing signed by the party to be bound or as may otherwise be provided for herein.

23. Addendums. In the event that the Investment Manager and the Sub-Advisors (or any of them as the case may be) execute an Addendum to this Agreement, such Addendum shall be deemed to be attached to and become a part of this Agreement and the terms of this Agreement shall be amended, supplemented or modified by the terms of such Addendum as applicable. In the event of conflict between this Agreement and any Addendum, the terms and conditions contained in such Addendum shall control. Upon the execution by the Investment Manager and the Sub-Advisors (or any of them, as the case may be) of any Addendum, this "Agreement" shall be deemed to include the terms set forth in any such Addendum.

24. No Recourse to Companies. Each Sub-Advisor acknowledges and agrees that such Sub-Advisor shall not have any recourse against any Company for any claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with this Agreement or any transaction contemplated hereunder.

25. Third-Party Beneficiary. Notwithstanding any provision herein to the contrary, each Sub-Advisor and the Investment Manager acknowledge and agree that each Company is an intended third-party beneficiary of each term and provision hereof and each term and provision of this Sub-Advisory Agreement may be enforced by the Company.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its General Partner



Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner

Name:
Title:

**APOLLO GLOBAL REAL ESTATE
MANAGEMENT, L.P.**

By: Apollo Global Real Estate Management GP, LLC, its General Partner

Name:
Title:

ARM MANAGER LLC

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

**APOLLO GLOBAL REAL ESTATE
MANAGEMENT, L.P.**

By: Apollo Global Real Estate Management GP, LLC, its General
Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

ARM MANAGER LLC



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

APOLLO EMERGING MARKETS, LLC

By: Apollo Capital Management, L.P.,
its sole member

By: Apollo Capital Management, GP, LLC,
its General Partner



Name: Joseph D. Glatt
Title: Vice President

APOLLO ROYALTIES MANAGEMENT, LLC

By: Apollo Commodities Management, L.P., with respect to Series III
its sole member

By: Apollo Commodities Management GP, LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

Schedule 1

Schedule of Accounts

<u>Company</u>	<u>Investment Management Agreement</u>	<u>Sub-Advisor</u>	<u>Addendum</u>
WESTERN UNITED LIFE ASSURANCE COMPANY, a life insurance company domiciled in the State of Washington (" <u>WULA</u> ")	Investment Management Agreement dated as of October 27, 2009, by and between WULA and the Investment Manager	All Sub-Advisors	N/A
ATHENE LIFE RE LTD., a reinsurance company organized as a Bermuda exempted company (" <u>ALRE</u> ").	Investment Management Agreement dated as of July 22, 2009, by and between ALRE and the Investment Manager; Investment Management Agreement dated as of October 29, 2010, by and between ALRE and the Investment Manager; Investment Management Agreement dated as of May 26, 2011, by and between ALRE and the Investment Manager	All Sub-Advisors	N/A
AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, a life insurance company domiciled in the State of Iowa (" <u>AEL</u> ")	Investment Management Agreement dated as of August 14, 2009, by and between AEL and the Investment Manager	All Sub-Advisors	N/A
JEFFERSON NATIONAL LIFE INSURANCE COMPANY, a life insurance company domiciled in the State of Texas (" <u>JNL</u> ")	Investment Management Agreement dated as of December 28, 2010, by and between JNL and the Investment Manager	All Sub-Advisors	N/A
ATHENE ANNUITY & LIFE ASSURANCE COMPANY, a life insurance company domiciled in the State of Delaware (" <u>Athene Annuity</u> ")	Investment Management Agreement dated as of April 29, 2011 (as amended), by and between Athene Annuity and the Investment Manager	All Sub-Advisors	N/A
SENTINEL SECURITY LIFE INSURANCE COMPANY, a life insurance company domiciled in the State of Utah (" <u>Sentinel</u> ")	Amended and Restated Investment Management Agreement (Non-Reinsured Account) dated as of December 21, 2011; Amended and Restated Investment Management Agreement (Funds Withheld Account) dated as of December 21, 2011	All Sub-Advisors	N/A
MIDLAND NATIONAL LIFE INSURANCE COMPANY, a life insurance company domiciled in the State of Iowa (" <u>Midland</u> ")	Investment Management Agreement dated as of January 2, 2014, by and between Midland and the Investment Manager	All Sub-Advisors	N/A
ATHENE HOLDING LTD., a Bermuda exempted company (" <u>AHL</u> ").	Investment Management Agreement dated as of October 3, 2012, by and between AHL and the Investment Manager	All Sub-Advisors	N/A

Schedule 2-1

Schedule 2-1

Management Fee Schedule (all Sub-Advisors other than AR)

1. **Management Fee.** In consideration of the services performed under the Agreement, the Investment Manager shall pay to the Sub-Advisors (allocated among such Sub-Advisors as such Sub-Advisors shall determine) a management fee (the “Management Fee”), calculated and paid quarterly in arrears as a percentage of Average Month-End Net Asset Value of assets in all the Accounts managed by the Sub-Advisors (unless otherwise agreed to by the parties¹), (other than Third Party CLO Equity Managed Account (as described on Schedule 2-3)²) pursuant to the following schedule, which shall take effect with respect to new and existing assets as of the Effective Date:

<u>Assets Under Management</u> ³	<u>Management Fee Rate</u> ⁴
< \$ 10,000,000,000	40 bps (0.40%) per annum
> \$ 10,000,000,000	35 bps (0.35%) per annum

- ¹ For the avoidance of doubt but subject to Section 2(a), to the extent that a Sub-Adviser invests on behalf of the Account in an affiliate-managed CLO (a) to the extent that such investment is on a secondary basis in one of the debt and/or equity tranches of such CLO, the Account will be charged fees pursuant to this Schedule 2-1; and (b) to the extent that such investment is on a primary basis, the agreement governing the Account’s investment into the affiliate-managed CLO will govern the treatment of fees in such instance (and not, for the avoidance of doubt, this Schedule 2-1). In addition, the Investment Manager shall be responsible for any servicing fees associated with the sub-advised mortgage and mezzanine real estate loan portfolio.
- ² For the avoidance of doubt, this fee schedule does not apply to future or existing investments in Apollo funds (which as of the date hereof includes but is not limited to TRF, COF 3, EPFs, FCIs, all the ALM and ALME CLO sand related warehouses, the levered CMBS funds and APC), or to any investments made by Apollo Royalties Management LLC. Additionally, this fee schedule does not apply to investments in MCF CLO II (f/k/a Kirkwood), which is covered by Schedule 2-3 hereof). Fees with respect to the Third Party CLO Equity Managed Account are charged pursuant to Schedule 2-3, and the Project Orange Trade will be included in the Third Party CLO Equity Managed Account and charged accordingly.
- ³ “Assets Under Management” shall be calculated in the aggregate to include the investment assets of or relating to Athene Holding Ltd. (“Athene”) and its subsidiaries, managed by ACM, AGREM, ARM, ALL, AEM or an affiliate thereof, whether under this Agreement or separate sub-advisory agreement with the Investment Manager, including cash and all assets in surplus accounts and funds withheld accounts, modified coinsurance accounts and reinsurance trusts supporting reinsurance agreements entered into by Athene and managed by ACM, AGREM, ARM, ALL and AEM. For the avoidance of doubt, Assets Under Management shall not include future or existing investments in Apollo managed funds (which as of the date hereof includes but is not limited to TRF, COF 3, EPFs, FCIs, all the ALM, ALME or other affiliated CLOs or CLO-sponsored vehicles and related warehouses, APC, the levered CMBS funds) or any investments made by Apollo Royalties Management LLC; provided, that, notwithstanding the foregoing, to the extent that the Account invests in any affiliated CLO or CLO-sponsored vehicle pursuant to which the Account is charged fees pursuant to this Section 2-1, such investment in such affiliated CLO or CLO-sponsored vehicle shall be included in Assets Under Management.
- ⁴ For the avoidance of doubt, this Schedule 2.1 shall not apply to any Apollo controlled investment entities, the fee schedule of which shall be governed by a separate schedule or other governing document.

Schedule 2-1

For the avoidance of doubt, the step-down in Management Fee Rate from 40 bps to 35 bps will only apply to the portion of Assets Under Management in excess of \$10,000,000,000 based on the net asset value of the Accounts.

The "Average Month-End Net Asset Value" shall be the average of the month-end aggregate net asset value of the Accounts during the calendar quarter. If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro rated* accordingly. For the avoidance of doubt, for a given month, Average Month-End Net Asset Value shall be calculated based on trade date holdings plus accrued interest.

2. **Valuation.** Each Sub-Advisor, through its designee, shall (i) be responsible for determining the value of the assets that are purchased for the Accounts that it manages in accordance with such Sub-Advisor's existing policies and procedures, and (ii) shall use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees. Notwithstanding anything to the contrary contained in the Agreement, with respect to the AEL Account (the "AEL Account") only, each Sub-Advisor shall provide to the Investment Manager either: (a) an auditor's report prepared in connection with the examination of such Sub-Advisor's internal controls in accordance with the Statement on Standards for Attestation Engagements 16 Type II audit ("SSAE 16") or (b) to the extent any Sub-Advisor designates an independent administrator to value the assets purchased for the AEL Account, an auditor's report prepared in connection with the examination of the independent administrator's internal controls in accordance with SSAE 16, and in either case provide the auditor's report pertaining to the applicable SSAE 16 audit to the Investment Manager by no later than 120 days after the end of each calendar year during the term of the Agreement. Accordingly, the failure to obtain a SSAE 16 audit with respect to any Sub-Advisor, other than any Sub-Advisor or independent administrator valuing the AEL Account, shall not give rise to a termination right of the Investment Manager with respect to any Sub-Advisor notwithstanding anything to the contrary contained in the Agreement.
3. **Payment of Fees.** The Management Fee will be calculated, billed, and paid quarterly in arrears, based on the Average Month-End Net Asset Value as of the last business day of each and all of the three calendar months during the relevant quarter, or in the case of any partial quarterly period, the last day of each calendar month during the relevant period and the last business day of such period. The Investment Manager will pay any Management Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such fee, detailing the calculation of such fee. The Investment Manager and the Sub-Advisors shall agree on the form and substance of such invoice before the first Management Fee billing cycle. Upon termination of the Agreement, any outstanding Management Fee shall become immediately payable by the Investment Manager.

Schedule 2-1

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4. **Incentive Fees.** For the avoidance of doubt, the provisions governing incentive fees on existing assets remain intact and shall not be deemed amended by this Agreement. The Investment Manager and each Sub-Advisor may agree in writing from time to time on an incentive fee with respect to particular investments or asset classes managed by such Sub-Advisor.

Schedule 2-1

Schedule 2-2

ALL

Legacy Incentive Fee Schedule

1. **Incentive Fee** In addition to the Management Fee set forth on Schedule 2.1, solely with respect to assets purchased by ALL prior to the Effective Date, the Investment Manager shall pay to ALL an incentive fee equal to twenty percent (20%) of the realized proceeds (including principal repayments and coupon payments, "Proceeds") in excess of the cost of each investment recommended by ALL, subject to the return of any realized losses on investments recommended by ALL pursuant to this Schedule 2-2 and return of the Preferred Return in respect to each investment, each as fully described below (the "Incentive Fee" and together with the Management Fee, the "Fees"). Specifically, Proceeds from each investment will be allocated as follows:
- (i) First, to the Investment Manager's applicable clients (the "Clients") until such Clients have received an amount equal to: (a) the cost of such investment, plus (b) an amount equal to any previously unreturned realized losses from investments recommended by ALL pursuant to this Schedule 2-2;
 - (ii) Second, to the applicable Clients until such Clients have received an amount equal to interest at the rate of eight percent (8%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return");
 - (iii) Third, (a) 80% to ALL and (b) 20% to the applicable Clients, until ALL has received an amount equal to twenty percent (20%) of the sum of the allocations made pursuant to item (ii) above with respect to such investment and amounts then and previously allocated pursuant to this item (iii) with respect to such investment; and
 - (iv) Finally, 80% to the applicable Clients and 20% to ALL.

For the avoidance of doubt, (i) other than temporary impairments, determined by each applicable Client in accordance with such Client's accounting policies and procedures, shall be treated as realized losses and (ii) the applicable Clients will not receive any unreturned Preferred Return with respect to any investment recommended by ALL from the Proceeds of any other investment recommended by ALL.

Upon termination of the Agreement, a clawback calculation will be completed based on the aggregate Proceeds received from all realized investments recommended by ALL pursuant hereto, and ALL shall be required to repay any Incentive Fee previously paid to ALL to the extent that any realized losses from investments recommended by ALL pursuant to this Schedule 2-2 remain unreturned to the applicable Clients upon such termination.

Schedule 2-2

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2. **Valuation.** ALL shall be responsible for determining the value of the Accounts that it manages in accordance with ALL's existing policies and procedures and shall use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Fees. Notwithstanding anything to the contrary contained in the Agreement, with respect to the AEL Account (the "AEL Account") only, each Sub-Advisor shall provide to the Investment Manager either: (a) an auditor's report prepared in connection with the examination of such Sub-Advisor's internal controls in accordance with the Statement on Standards for Attestation Engagements 16 Type II audit ("SSAE 16") or (b) to the extent any Sub-Advisor designates an independent administrator to value the assets purchased for the AEL Account, an auditor's report prepared in connection with the examination of the independent administrator's internal controls in accordance with SSAE 16, and in either case provide the auditor's report pertaining to the applicable SSAE 16 audit to the Investment Manager by no later than 120 days after the end of each calendar year during the term of the Agreement. Accordingly, the failure to obtain a SSAE 16 audit with respect to any Sub-Advisor, other than any Sub-Advisor or independent administrator valuing the AEL Account, shall not give rise to a termination right of the Investment Manager with respect to any Sub-Advisor notwithstanding anything to the contrary contained in the Agreement.
 3. **Incentive Fee.** Incentive Fee will be paid quarterly in arrears. As referenced in Schedule 2.1, provisions governing incentive fees on existing assets remain intact and shall not be deemed amended by this Agreement. The Investment Manager and each Sub-Advisor may in addition agree in writing from time to time on an incentive fee with respect to particular investments or asset classes managed by such Sub-Advisor.

Schedule 2-2

SCHEDULE 2-3

Third Party CLO Equity Managed Account (all Sub-Advisors other than AR)

1. **Management Fee.** In consideration of the services performed under the Agreement and pursuant to this Schedule 2-3, the Investment Manager shall pay a management fee (the "**Management Fee**"), calculated and paid quarterly in arrears as a percentage of Average Month-End Net Asset Value equal to 100 bps *per annum* on the invested assets of the applicable Accounts. For the avoidance of doubt, CLO warehouses shall be treated as CLO equity for purposes of this Schedule 2-3.

The "Average Month-End Net Asset Value" shall be the average of the month-end aggregate net asset value of the Accounts during the calendar quarter. If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro rated* accordingly. For the avoidance of doubt, for a given month, Average Month-End Net Asset Value shall be calculated based on trade date holdings plus accrued interest.

2. **Incentive Fee (excluding Kirkwood III (MCF CLO II))** In addition to the Management Fee set forth above, the applicable Sub-Advisor shall receive an incentive fee equal to fifteen percent (15%) of the realized proceeds (including principal repayments and coupon payments, "**Proceeds**") in excess of the cost of each investment recommended by the applicable Sub-Advisor, subject to the return of any realized losses on investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3 and return of the Preferred Return in respect to each investment, each as fully described below (the "**Incentive Fee**" and together with the Management Fee, the "**Fees**"). Specifically, Proceeds from each investment will be allocated as follows:
- (i) First, to the Investment Manager's applicable clients (the "**Clients**") until such Clients have received an amount equal to: (a) the cost of such investment, plus (b) an amount equal to any previously unreturned realized losses from investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3;
 - (ii) Second, to the applicable Clients until such Clients have received an amount equal to interest at the rate of ten percent (10%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "**Preferred Return**"); and
 - (iii) Finally, 85% to the applicable Clients and 15% to the applicable Sub-Advisor.

CLO equity investments in Kirkwood III (MCF CLO II) ("**Kirkwood**") shall be excluded for purposes of determining incentive fees payable above.

For the avoidance of doubt, (i) other than temporary impairments, determined by each applicable Client in accordance with such Client's accounting policies and procedures, shall be treated as realized losses and (ii) the applicable Clients will not receive any unreturned Preferred Return with respect to any investment recommended by the applicable Sub-Advisor from the Proceeds of any other investment recommended by the applicable Sub-Advisor.

Schedule 2-3

Upon termination of the Agreement, a clawback calculation will be completed based on the aggregate Proceeds received from all realized investments recommended by the applicable Sub-Advisor pursuant hereto, and the applicable Sub-Advisor shall be required to repay any Incentive Fee previously paid to the applicable Sub-Advisor to the extent that any realized losses from investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3 remain unreturned to the applicable Clients upon such termination.

3. **Incentive Fee for Kirkwood.** In addition to the Management Fee set forth above, the applicable Sub-Advisor shall receive, with respect to the Kirkwood equity investment, an incentive fee equal to 12.5% of Proceeds in excess of the cost of such investment and receipt by the applicable Clients of the Preferred Return (as defined below). Specifically, Proceeds from the Kirkwood equity investment will be allocated as follows:
 - (i) First, to the applicable Clients, until such Clients have received an amount equal to the cost of such investment;
 - (ii) Second, to the applicable Clients until the such Clients have received an amount equal to interest at the rate of ten percent (10%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return"); and
 - (iii) Finally, 87.5% to the applicable Clients and 12.5% to the applicable Sub-Advisor.
4. **Valuation.** Each Sub-Advisor, through its designee, shall (i) be responsible for determining the value of the assets that are purchased for the Accounts that it manages in accordance with such Sub-Advisor's existing policies and procedures, and (ii) use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees. Notwithstanding anything to the contrary contained in the Agreement, with respect to the AEL Account (the "AEL Account") only, each Sub-Advisor shall provide to the Investment Manager either: (a) an auditor's report prepared in connection with the examination of such Sub-Advisor's internal controls in accordance with the Statement on Standards for Attestation Engagements 16 Type II audit ("SSAE 16") or (b) to the extent any Sub-Advisor designates an independent administrator to value the assets purchased for the AEL Account, an auditor's report prepared in connection with the examination of the independent administrator's internal controls in accordance with SSAE 16, and in either case provide the auditor's report pertaining to the applicable SSAE 16 audit to the Investment Manager by no later than 120 days after the end of each calendar year during the term of the Agreement. Accordingly, the failure to obtain a SSAE 16 audit with respect to any Sub-Advisor, other than any Sub-Advisor or independent administrator valuing the AEL Account, shall not give rise to a termination right of the Investment Manager with respect to any Sub-Advisor notwithstanding anything to the contrary contained in the Agreement.

Schedule 2-3

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5. **Payment of Fees.** The Management Fee will be calculated, billed, and paid quarterly in arrears, based on the Average Month-End Net Asset Value as of the last business day of each and all of the three calendar months during the relevant quarter, or in the case of any partial quarterly period, the last day of each calendar month during the relevant period and the last business day of such period. The Investment Manager will pay any Management Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such fee, detailing the calculation of such fee. The Investment Manager and the Sub-Advisors shall agree on the form and substance of such invoice before the first Management Fee billing cycle. Upon termination of the Agreement, any outstanding Management Fee shall become immediately payable by the Investment Manager.

Schedule 2-3

Schedule 2.4

Management and Incentive Fee Schedule (AR)

- 1. Management Fee.** In consideration of the services performed under the Master Sub-Advisory Agreement, the Investment Manager shall pay to AR a management fee of 1.00% per annum (the "Management Fee"), calculated and paid quarterly in arrears as a percentage of (a) during the first eight Management Fee calculation periods, Committed Capital (unless Invested Capital is greater than Committed Capital in which case the fee will be 1.00% of Invested Capital) and (b) thereafter, Invested Capital adjusted for any sales or dispositions of any Oil and Gas Royalties ("Capital Distributions") since the date of this Addendum (i.e., immediately following a Capital Distribution, Invested Capital shall be reduced by the cost of the Oil and Gas Royalties that were sold). For the avoidance of doubt, ordinary distributions in accordance with the terms of, or in respect of production associated with, Oil and Gas Royalties shall not be deemed Capital Distributions.

"Committed Capital" shall initially be equal to \$100,000,000, *provided, however*, that the Committed Capital amount may be increased by up to an additional \$200,000,000 by the mutual agreement of the Investment Manager and AR. "Invested Capital" shall be equal to the cumulative amount of capital invested in oil and gas royalties ("Oil and Gas Royalties"). If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro-rated* accordingly, subject to Section 5.

- 2. Incentive Fee.** In addition to the Management Fee set forth above, the Investment Manager shall pay to AR an annual incentive fee (the "Incentive Fee"), and together with the Management Fee, the "Fees") as further described in this Section.

The Incentive Fee shall be payable as of each December 31, or, in the event of a Liquidation, within 5 calendar days of such Liquidation (each such date, a "Performance Date") and equals the excess, if any, of (a) twenty percent (20%) of the Cumulative Profit as of such Performance Date over (b) the aggregate amount of Incentive Fees paid since the inception of the applicable Account (such date, the "Inception Date"); *provided that* the amount of Incentive Fee payable at such Performance Date shall not exceed the Cumulative Profit less the Cumulative Preferred Return.

A "Liquidation" means the closing of the sale of all or substantially all of the Oil and Gas Royalties.

The "Cumulative Profit", as of any Performance Date, shall be the amount equal to (a) payments received or gross distributions of any kind whatsoever arising from Oil and Gas Royalties (adjusted to reflect hedging activity) made since the Inception Date, plus (b) the Account Value as of such Performance Date, less (c) the Invested Capital since the Inception Date, less (d) without duplication, the Management Fees accrued and paid since the Inception Date, less (e) without duplication, all expenses incurred by or with the consent of AR on behalf of the applicable Account (i) in connection with the identification, screening, evaluation, acquisition, structuring, monitoring, servicing, and managing of investments in Oil and Gas Royalties, including any such expenses incurred with respect to potential investments that are not consummated, (ii) relating to an Audit, and (iii) pursuant to

Schedule 2.4

Section 3(b) of the Master Sub-Advisory Agreement and paid since the Inception Date ("Expenses"). For the avoidance of doubt, the Investment Manager shall either pay for Expenses directly or shall reimburse AR in the event that AR pays for Expenses.

The "Preferred Return" shall be calculated with respect to each Performance Date as eight percent (8%) of the average daily (using a 360 day period) amount equal to Invested Capital adjusted for Capital Distributions as described above during a calendar year (the "Preferred Return Base"), and shall be calculated on an annualized basis if the period in which a Preferred Return is calculated is less than a calendar year.

The "Cumulative Preferred Return" shall be calculated with respect to each Performance Date and is equal to the sum of the aggregate Preferred Returns calculated from the Inception Date through the Performance Date. For the avoidance of doubt, the Cumulative Preferred Return is not calculated on a compounded basis.

The below examples demonstrate the calculation of the Incentive Fee under various scenarios and assume, for the purpose of simplicity, that there are no Management Fees or Expenses.

For example, if the applicable Account is first funded with \$100,000,000 which is immediately invested in Oil and Gas Royalties on January 1 in a given year, there was no additional Invested Capital and there were no Capital Distributions, but there were non-Capital Distributions of \$9,000,000 as of the Performance Date, and the Account Value is equal to \$100,000,000 as of the Performance Date, then, as of the Performance Date, the Preferred Return Base is equal to \$100,000,000, the Cumulative Profit is equal to \$9,000,000, and the Incentive Fee is equal to \$1,000,000. Even though 20% of such Cumulative Profit would equal \$1,800,000, the Cumulative Profit must exceed the Cumulative Preferred Return of \$8,000,000 in order for Incentive Fees to be paid.

As a second example, if the facts from the first example remain the same and the following year there was no additional Invested Capital and there were no Capital Distributions, but there were additional non-Capital Distributions of \$16,000,000, and the Account Value is equal to \$100,000,000 as of the Performance Date, then, as of the Performance Date, the Preferred Return Base is equal to \$100,000,000, the Cumulative Profit is equal to \$25,000,000 (i.e., the sum of the non-Capital Distribution amounts of \$9,000,000 and \$16,000,000), and the Incentive Fee is equal 20% of the Cumulative Profit of \$25,000,000 less \$1,000,000 of Incentive Fee already paid, or \$4,000,000.

As a third example, if the applicable Account is first funded with \$100,000,000 which is immediately invested in Oil and Gas Royalties on January 1 in a given year, there was no additional Invested Capital and there were no Capital Distributions, but there were non-Capital Distributions of \$5,000,000 as of the Performance Date, and the Account Value is equal to \$100,000,000 as of the Performance Date, then, as of the Performance Date, the Preferred Return Base is equal to \$100,000,000, the Cumulative Profit is equal to \$5,000,000, and since the Cumulative Preferred Return has not been exceeded, the Incentive Fee is equal to \$0. The \$3,000,000 shortfall with respect to the Preferred Return shall carry over into the next year such that, assuming the Preferred Return Base is still \$100,000,000, the Cumulative Profit as of the second Performance Date must increase by at least \$11,000,000 in order for Incentive Fees to be paid.

Schedule 2.4

As a fourth example, assume that the applicable Account is first funded with \$100,000,000 which is immediately invested in Oil and Gas Royalties on January 1 in a given year, and there was no additional Invested Capital but there were distributions of \$80,000,000 which occurred on June 30, of which \$70,000,000 was a Capital Distribution (following the sale of Oil and Gas Royalties that were purchased for \$50,000,000) and \$10,000,000 was a non-Capital Distribution, and there were no further distributions after June 30 of that year. Assume also that the Account Value is \$50,000,000 as of the Performance Date (i.e., the initial Account Value of \$100,000,000 is reduced to reflect the sale of Oil and Gas Royalties, and the remaining Oil and Gas Royalties are valued at \$50,000,000 as of the Performance Date). Then, in this example, immediately following the Capital Distribution on June 30, the Preferred Return Base is \$50,000,000 (\$100,000,000 less the cost of the Oil and Gas Royalties that were sold), and as of the Performance Date, the Preferred Return Base for the full year is \$75,000,000 (i.e., the average of the Preferred Return Base of \$100,000,000 during the first six months of the year and the Preferred Return Base of \$50,000,000 during the second six months of the year). In addition, the Preferred Return is \$6,000,000 (i.e., 8% of \$75,000,000), the Cumulative Profit is equal to \$30,000,000 (i.e., distribution of \$80,000,000 plus Account Value of \$50,000,000 less Invested Capital of \$100,000,000), and the Incentive Fee is equal to \$6,000,000 (i.e., 20% of \$30,000,000).

3. **Exclusivity.** Until the expiration of the Exclusivity Period (as defined below), and subject to AR and its affiliates' legal or contractual restrictions and internal policies, including without limitation, those related to allocation requirements and procedures and fiduciary duties to its and their respective partners, owners and clients (as applicable), AR will not make an investment in any Investment Opportunity (as defined below) for the benefit of a Successor Fund (as defined below) without first offering the Investment Opportunity to the Investment Manager in accordance with the right of first offer procedure described below. For purposes of clarity, the foregoing exclusivity arrangement shall not restrict activities or investments made by existing Apollo Funds (as defined below) or their respective existing or future portfolio companies or by any future Apollo fund or managed account that is not deemed a Successor Fund.

During the Exclusivity Period, the Investment Manager will have a right of first offer with respect to each investment opportunity sourced by AR which consists solely of oil and gas royalties (such investment opportunity, an "Investment Opportunity", and such right, the "ROFO"). Upon written notice by AR (which notice may be in the form of electronic mail and shall contain all of the material terms and relevant information relating to the Investment Opportunity) to the Investment Manager of an Investment Opportunity (the "ROFO Notice"), the Investment Manager will have 30 calendar days from the receipt of the ROFO to agree to fund the Investment Opportunity by responding in writing to AR. The Investment Manager will be deemed to have rejected an Investment Opportunity if it either elects not to participate in the Investment Opportunity or does not respond to a ROFO Notice with respect to such Investment Opportunity within the time period specified in this paragraph. AR and its affiliates shall be free to pursue any Investment Opportunity which has been rejected by the Investment Manager.

Schedule 2.4

“Successor Fund” shall mean a managed account arrangement or fund (entered into or formed after the date of this Agreement) for which (i) AR acts as the manager or primary source or arranger of transactions and (ii) the investment objective is to solely invest in oil and gas royalties; *provided, that* (x) existing Apollo Funds or any of their respective existing or future portfolio companies and (y) any future Apollo Funds whose mandate is not solely to invest in oil and gas royalties, shall not be deemed to be a “Successor Fund.”

“Apollo Funds” means any fund, managed account or other investment vehicle or client for which AR or any of its affiliates provide investment advisory services.

The “Exclusivity Period” means the period beginning on the date of this Agreement and ending upon the earlier of (i) the point in time when Invested Capital equals at least \$50,000,000, unless prior to such time the Investment Manager agrees in writing to increase its Committed Capital to an aggregate amount equal to \$300,000,000, (ii) such time as AR has presented the Investment Manager with Investment Opportunities requiring an aggregate capital commitment of \$300,000,000 (whether or not the Investment Manager elects to make such investments) and (iii) such time as the Investment Manager rejects, or does not subscribe in full to, three such Investment Opportunities.

4. **Valuation.** AR shall be responsible for determining the value of the Oil and Gas Royalties held in the applicable Account, adjusted to reflect any related hedging activity as appropriate, that it manages in accordance with AR’s existing policies and procedures and shall submit a proposed valuation of such Account within 45 business days following each quarter-end to the Investment Manager (“Account Value”). Each valuation as of a Performance Date will be audited by a third party expert (an “Audit”) designated by AR and approved by Investment Manager. In determining Account Value, AR shall consider the estimated present value, discounted at an appropriate discount rate, of the estimated net cash flow from proved reserves to be realized from the production of hydrocarbons from Oil and Gas Royalties (including the impact of any hedging activity), *provided that* AR shall also consider other valuation factors such as, among other things, comparable publicly traded assets and precedent transactions. For the avoidance of doubt, the Account Value shall not be decreased by Expenses or Fees. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the applicable Account for purposes of determining the Fees.
5. **Payment of Fees.** The Management Fees will be calculated, billed, and paid quarterly in arrears. The Incentive Fee will be paid annually in arrears. The Investment Manager will pay any Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such Fees, detailing the calculation of such Fees. The Investment Manager and AR shall agree on the form and substance of such invoice before the first billing cycle.
6. **Effect of Termination on Management and Incentive Fees.** Upon termination of this Addendum or upon written notice (which may be in the form of e-mail) by the Investment Manager to AR that it does not want AR to make further investments in Oil and Gas Royalties on behalf of the Account, (i) no further investments in Oil and Gas Royalties will be made pursuant to this Addendum, (ii) no further Management Fees will accrue, *provided*

Schedule 2.4

that Management Fees will be paid in full as of the quarter-end of the quarter in which termination occurred, (iii) the Incentive Fees described above will be calculated and paid for a period of seven years from December 31 of the year in which termination occurred, after which point there will be no further obligation to pay any Fees under this Addendum and (iv) the Exclusivity Period shall be deemed to have expired.

Schedule 2.4

SCHEDULE 3

AEM Investment Guidelines

1. AEM Investment Discretion. In accordance with Section 2(k) of the Agreement AEM may execute (or facilitate execution of) transactions on behalf of one or more Accounts without the prior consent of the Investment Manager, so long as:

- (a) immediately after giving effect to such transactions, to the knowledge of AEM, the holdings of each Account for which AEM acts as Sub-Advisor is in compliance with these Investment Guidelines or as otherwise may be agreed in writing between the Investment Manager and AEM and subject to the terms of this Addendum (as amended or supplemented from time to time by agreement of the Investment Manager and AEM, the "Investment Guidelines"); and
- (b) the issuers in such transactions are included among the pre-approved list of issuers set forth in Schedule 4 attached hereto (as amended or supplemented from time to time by written agreement of the Investment Manager and AEM, the "Approved Issuers List").

Notwithstanding the foregoing, the Investment Manager may revoke such investment discretion at any time upon notice to AEM. This Schedule 3 and the Schedule 4 attached to the Agreement may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and AEM without a formal amendment to the Agreement. For the avoidance of doubt, AEM shall be required to seek the written consent of the Investment Manager, to the extent practicable, prior to executing any transactions that do not comply with the Investment Guidelines or are not included among the pre-approved classes of transactions on the Approved Issuers List, and the Investment Manager shall approve, decline or ratify such transactions, as applicable, in its sole discretion.

2. Investment Guidelines.

The Investment Guidelines set forth herein may be amended or waived only by the agreement of AEM and the Investment Manager, and the Investment Manager may request AEM to make suitable modifications to this Schedule 3 to reflect any change in market or other circumstances; provided, that any modification to this Schedule 3 requested by the either party shall become effective only upon agreement by both parties. AEM shall use its reasonable efforts to comply with these Investment Guidelines during the initial ramp-up period commencing on the date of this Addendum and ending on January 31, 2015, but AEM shall not be required to be in compliance with these Investment Guidelines during such ramp-up period. All percentages set forth below are intended as "soft" limits and shall be measured at the time of acquisition of an asset only, based on market value, and therefore should be measured on an incurrence basis only. AEM shall be entitled to maintain or improve its position with respect to such limits after the time of acquisition of an asset.

Schedule 3

AEM will invest primarily in the following emerging markets: Central and Eastern Europe, the Middle East and Africa, Latin America and Asia.

- *Regions*: No more than 50% of Net Asset Value of the assets being managed by AEM on behalf of the Investment Manager ("NAV") in any one region as defined by the JPMorgan Corporate Emerging Market Bond Indices.
- *Countries*: No more than 25% of NAV in any one country.
 - For purposes of this Addendum, "country" is defined based on the country in which the principal place of business of the issuer is located.
- Exposure to a single sector (as defined in the JPMorgan Corporate Emerging Market Bond Indices) and sovereigns: 25% of NAV
- Sector for Financials: 40% of NAV overall, banks: 30% of NAV, and other subsectors: 12.5% of NAV
- Issuer Concentration: No more than 5% of NAV in any one issuer.

Credit Ratings. AEM will not invest in debt securities, measured at the time of acquisition, rated lower than Investment Grade. "Investment Grade" means an investment which is, (i) if rated by the Securities Valuation Office of the National Association of Insurance Commissioners (the "SVO"), rated Class 1 or 2, and (ii)(A) if rated by one Nationally Recognized Statistical Rating Organization (an "NRSRO"), rated investment grade by such NRSRO, (B) if rated by two NRSROs, rated investment grade by the NRSRO assigning the lower of the two ratings, or (C) if rated by three or more NRSROs, rated investment grade by the NRSRO assigning the second lowest rating of the NRSROs.

Schedule 3

SCHEDULE 4**AEM
Approved Issuers List**

Issuer Name	Ticker	Region
African Bank Ltd	ABLSJ	South Africa
Amber Circle Funding Ltd	ACIRC	China
ADCB Finance Cayman Ltd	ADCBUH	Abu Dhabi
Emirate of Abu Dhabi	ADGB	Abu Dhabi
Abu Dhabi Sukuk	ADIBUH	Abu Dhabi
Waha Capital PJSC	ADWA	Abu Dhabi
Anadolu Efes Biracilik ve Malt Sanayii Anonim Sirketi	AEFES	Turkey
AES Gener S.A.	AESGEN	Chile
Akbank T.A.S.	AKBNK	Turkey
Alicorp S.A.A.	ALIPE	Peru
ALPEK, S.A.B. de C.V.	ALPEKA	Mexico
America Movil S.A.B. de C.V.	AMXMM	Mexico
Embotelladora Andina S.A.	ANDINA	Chile
Grupo Aval SA	AVALCB	Colombia
AXIS Bank Limited	AXSBIN	India
Banco de Bogota SA	BANBOG	Colombia
Banco do Brasil SA/Cayman	BANBRA	Brazil
Banco del Estado de Chile	BANCO	Chile
Banco Mercantil del Norte SA	BANORT	Mexico
Banco Votorantim SA	BANVOR	Brazil
Bangkok Bank Public Co. Ltd.	BBLTB	Thailand
BBVA Bancomer SA/Texas	BBVASM	Mexico
Bank of China (Hong Kong) Limited	BCHINA	Hong Kong
Banco de Credito e Inversiones	BCICI	Chile
BBVA Banco Continental SA	BCOCPE	Peru
Bancolombia SA	BCOLO	Colombia
Banco de Credito del Peru	BCP	Peru
Beijing Enterprises Holdings Ltd.	BEIENT	China
S.A.C.I. Falabella	BFALA	Chile
Bharti Airtel International (Netherlands) B.V.	BHARTI	India
Grupo Bimbo, S.A.B. de C.V.	BIMBOA	Mexico
Banco Internacional del Peru SAA	BINTPE	Peru
BNDES Participaciones	BNDES	Brazil
Scotiabank Peru	BNSCN	Peru
Bank of Baroda	BOBIN	India
BOC Aviation Pte. Ltd.	BOCAVI	China
Bank of India	BOIIN	India
Bharat Petroleum Corp. Ltd.	BPCLIN	India

Schedule 4

Banco Bradesco SA/Cayman Islands	BRADES	Brazil
Braskem S.A.	BRASKM	Brazil
Republic of Brazil	BRAZIL	Brazil
BRF S.A.	BRFSBZ	Brazil
Banco Santander Mexico SA Institucion de Banca Multiple Grupo Financiero Santand	BSANTM	Mexico
BTG Investments LP	BTGINV	Brazil
Banco BTG Pactual	BTGPBZ	Brazil
BM&F Bovespa SA	BVMFBZ	Brazil
Caixa Economica Federal	CAIXBR	Brazil
Gas Natural de Lima y Callao S.A.	CALLAO	Peru
Commercial Bank of Dubai PSC	CBDUH	Dubai
Coca-Cola Icecek A.S.	CCOLAT	Turkey
Corporación Nacional del Cobre de Chile	CDEL	Chile
Celulosa Arauco y Constitucion SA	CELARA	Chile
Cencosud S.A.	CENSUD	Chile
CEZ, a.s.	CEZCP	Czech
Comisión Federal De Electricidad	CFELEC	Mexico
China State Construction International Holdings Ltd	CHCONS	China
Republic of Chile	CHILE	Chile
Govt of the Peopl's Republic of China	CHINA	China
China Merchants Holdings (International) Company Limited	CHINAM	China
CLP Holdings Ltd.	CHINLP	Hong Kong
China Overseas Land & Investment Ltd.	CHIOLI	China
China Resources Gas Group Limited	CHIRES	China
China Mengniu Dairy Co. Ltd.	CHMEDA	China
China Railway Group Limited	CHRAIL	China
Cielo SA	CIELBZ	Brazil
Kookmin Bank Co. Ltd.	CITNAT	Korea
Inversiones CMPC S.A.	CMPCCI	Chile
CNPC Finance (HK) Limited	CNPCCH	China
COFCO (Hong Kong) Co., Ltd.	COFCO	Hong Kong
COFIDE	COFIDE	Peru
Colbun S.A.	COLBUN	Chile
Republic of Colombia	COLOM	Colombia
CBQ Finance Ltd	COMQAT	Qatar
Corpanca SA	CORBAN	Chile
Telefónica Chile, S.A.	CTCACI	Chile
Govt of the Czech Republic	CZECH	Czech
Banco Davivienda SA	DAVIVI	Colombia
Delek & Avner [Tamar Bond Ltd]	DEVTAM	Israel
Dubai Electricity And Water Authority	DEWAAE	Dubai
Doha Finance Ltd	DHBKQD	Qatar
Dubai Sukuk	DIBUH	Dubai
Dolphin Energy Limited	DOLNRG	Abu Dhabi

Schedule 4

DP World Limited	DPWDU	Dubai
Emirate of Dubai	DUGB	Dubai
Emirates NBD	EBIUH	Dubai
E-CL S.A.	ECLCI	Chile
Ecopetrol SA	ECOPET	Colombia
Empresa de Energia de Bogotá S.A. ESP	EEBCB	Colombia
Transportadora de Gas Internacional S.A E.S.P	EEBCB	Colombia
Empresas Públicas de Medellín E.S.P.	EPPME	Colombia
The Export-Import Bank of Korea	EIBKOR	Korea
EIB Sukuk Co Ltd	EIBUH	Dubai
Centrais Elétricas Brasileiras S.A. - Eletrobras	ELEBRA	Brazil
Embraer SA	EMBRBZ	Brazil
Empresa Nacional del Petróleo	ENAPCL	Chile
Eskom Holdings SOC Limited	ESKOM	South Africa
Fomento Económico Mexicano, S.A.B de C.V	FEMSA	Mexico
Fermaca Enterprises S. de R.L. de C.V.	FERMCA	Mexico
First Gulf Bank PJSC	FGBUH	Abu Dhabi
Fresnillo PLC	FRESLN	Mexico
FirstRand Bank Ltd	FSRSJ	South Africa
Turkiye Garanti Bankasi A.S.	GARAN	Turkey
Open Joint Stock Company Gazprom	GAZPRU	Russia
Golden Eagle Retail Group Ltd.	GERGHK	China
Gerdau S.A.	GGBRBZ	Brazil
GLOBO COMUNICAÇÃO E PARTICIPAÇÕES S.A.	GLOPAR	Brazil
Open Joint Stock Company "Mining and Metallurgical Company Norilsk Nickel"	GMKNRM	Russia
Gazprombank OJSC Via GPB Eurobond Finance PLC	GPBRU	Russia
Gruposura Financial	GRUPOS	Colombia
GS Caltex Corp.	GSCCOR	Korea
Hainan Airlines Co., Ltd.	HAIAIR	Hong Kong
Turkiye Halk Bankasi A.S.	HALKBK	Turkey
Hana Bank	HANABK	Korea
The Hong Kong and China Gas Company Limited	HKCGAS	Hong Kong
Hongkong Land Holdings Ltd.	HKLSP	Hong Kong
Hong Leong Bank Berhad	HLBKMK	Malaysia
Govt of Hong Kong	HONG	Hong Kong
Hutchison Whampoa Limited	HUWHY	Hong Kong
Hyundai Motor Company	HYNMTR	Korea
Hysan Development Company Limited	HYSAN	Hong Kong
Hyundai Capital Services Inc.	HYUCAP	Korea
ICICI Bank Ltd.	ICICI	India
Govt of India	IGB	India
Industrial Bank of Korea	INDKOR	Korea
Republic of Indonesia	INDON	Indonesia
International Petroleum Investment Company PJSC	INTPET	Abu Dhabi

Schedule 4

Indian Oil Corporation Limited	IOCLIN	India
IOI Corp.Bhd	IOIMK	Malaysia
State of Israel /International	ISRAEL	Israel
Israel Electric Corporation Limited	ISRELE	Israel
Itau Unibanco Holding SA/Cayman	ITAU	Brazil
Kasikornbank PCL / Hong Kong	KBANK	Hong Kong
Kasikornbank PCL / Thailand	KBANK	Thailand
KOC Holding AS	KCHOL	Turkey
Kowloon-Canton Railway Corporation	KCRC	Hong Kong
Korea Development Bank	KDB	Korea
Korea Exchange Bank	KEB	Korea
Kia Motors Corp.	KIAMTR	Korea
Coca-Cola FEMSA S.A.B de C.V.	KOF	Mexico
Korea Finance Corporation	KOFCOR	Korea
Korea Hydro & Nuclear Power Co., Ltd.	KOHNPW	Korea
Republic of Korea	KOREA	Korea
KT Corp.	KOREAT	Korea
Korea Resources Corporation	KORESC	Korea
Korea Gas Corp.	KORGAS	Korea
Korea National Oil Corporation	KOROIL	Korea
Korea South-East Power Co., Ltd.	KOSEPW	Korea
Korea Western Power Co., Ltd.	KOWEPW	Korea
Krung Thai Bank Public Company Limited	KTB	Thailand
Li & Fung Limited	LIFUNG	Hong Kong
Lifestyle International Holdings Ltd.	LIHHK	Hong Kong
Lotte Shopping Co., Ltd.	LOTTE	Korea
Open Joint Stock Company Oil company LUKOIL	LUKOIL	Russia
Majid Al Futtaim Holding LLC	MAFUAE	Dubai
Govt of Malaysia	MALAYS	Malaysia
Malayan Banking Berhad	MAYMK	Malaysia
Mersin Uluslararasi Liman Isletmeciligi A.S.	MERSIN	Turkey
Republic of Mexico	MEX	Mexico
Compañía Minera Milpo SAA	MILPOC	Peru
Brazil Minas SPE	MINASG	Brazil
Minsur S.A.	MINSUR	Peru
MTR Corporation Limited	MTRC	Hong Kong
Nonghyup Bank	NACF	Korea
Nan fung International Holdings Limited	NANFUN	Hong Kong
National Bank of Abu Dhabi PJSC	NBADUH	Abu Dhabi
National Federation of Fisheries Coop	NFFSHC	Korea
Noble Group Limited	NOBLSP	Hong Kong
Banco do Nordeste do Brasil SA	NORBRA	Brazil
Myriad International Holdings B.V.	NPNSJ	South Africa
NTPC Ltd.	NTPCIN	India
OAo Novatek	NVTKRM	Russia
Construtora Norberto Odebrecht S.A.	ODBR	Brazil
Oi SA	OIBRBZ	Brazil

Schedule 4

Oil and Natural Gas Corp. Ltd.	ONGCIN	India
Republic Of Panama	PANAMA	Panama
HKT Trust and HKT Limited (6823 HK)	PCCW	Hong Kong
PCCW Limited (8 HK)	PCCW	Hong Kong
Petroleos Mexicanos	PEMEX	Mexico
PT Pertamina (Persero)	PERTIJ	Indonesia
Republic of Peru	PERU	Peru
Petróleo Brasileiro S.A. - Petrobras	PETBRA	Brazil
Petroliam Nasional Berhad	PETMK	Malaysia
Perusahaan Gas Negara Persero Tbk PT	PGASIJ	Indonesia
Republic of the Philippines	PHILIP	Philippines
PhosAgro Bond Funding Limited	PHORRU	Russia
Republic of Poland	POLAND	Poland
PTT Exploration and Production Public Company Limited	PTTEPT	Thailand
PTT Global Chemical Public Company Limited	PTTGC	Thailand
State of Qatar	QATAR	Qatar
Qatar Gas Transport Company Limited (Nakilat) Q.S.C.	QGTS	Qatar
QNB Finance Ltd	QNBK	Qatar
Qtel International Finance Limited	QTELQD	Qatar
Qatar Petroleum	RASGAS	Qatar
Reliance Industries Limited	RILIN	India
Open Joint Stock Company Rosneft Oil Company	ROSNRM	Russia
Russian Agricultural Bank OJSC Via RSHB Capital SA	RSHB	Russia
RZD Capital Limited	RURAIL	Russia
Russian Federation	RUSSIA	Russia
Transnet SOC Limited	SAFTRA	South Africa
Samarco Mineração S.A.	SAMMIN	Brazil
Banco Santander Brasil SA/Cayman Islands	SANBBZ	Brazil
Banco Santander Chile	SANT	Chile
Sasol Financing International Plc	SASOL	South Africa
Sberbank of Russia Via SB Capital SA	SBERRU	Russia
State Bank of India	SBIIN	India
The Siam Commercial Bank Public Company Limited	SCBTB	Thailand
Southern Copper Corp.	SCCO	Mexico
Shinhan Bank	SHNHAN	Korea
Joint Stock Company Gazprom Neft	SIBNEF	Russia
Republic of Singapore	SIGB	Singapore
Sigma Alimentos, S. A. de C. V.	SIGMA	Mexico
Sinochem Hong Kong (group) Company Limited	SINCH	China
China Petroleum & Chemical Corp.	SINOPC	China
China Petrochemical Corporation	SINOPE	China
Republic of South Africa	SOAF	South Africa
Chemical & Mining Co. of Chile Inc.	SQM	Chile

Schedule 4

Standard Bank PLC	STABAN	South Africa
Sun Hung Kai Properties Limited	SUNHUN	Hong Kong
Swire Properties Limited	SWIPRO	Hong Kong
Swire Pacific Limited	SWIRE	Hong Kong
Abu Dhabi National Energy Company PJSC	TAQAUH	Abu Dhabi
Grupo Televisa, S.A.B.	TELVIS	Mexico
Temasek Financial (I) Limited	TEMASE	Singapore
Tencent Holdings Ltd.	TENCNT	China
Transportadora de Gas del Perú SA	TGPERU	Peru
Kingdom of Thailand	THAI	Thailand
Tingyi Cayman Islands Holding Corp.	TINGYI	China
Rosneft International Holdings Limited	TMENRU	Russia
Oil Transporting Joint Stock Company Transneft	TNEFT	Russia
Consortio Transmantaro S.A.	TRANSM	Peru
Republic of Turkey	TURKEY	Turkey
Govt of Taiwan	TWGB	Taiwan
Union National Bank PJSC/Abu Dhabi	UNBUH	Abu Dhabi
Open Joint Stock Company Uralkali	URKARM	Russia
Türkiye Vakıflar Bankası Türk Anonim Ortaklığı	VAKBN	Turkey
Vale S.A.	VALEBZ	Brazil
China Vanke Co. Ltd.	VANKE	China
Votorantim Participacoes S.A.	VOTORA	Brazil
VTB Bank	VTB	Russia
Woori Bank	WOORIB	Korea
Yapi Ve Kredi Bankasi AS	YKBNK	Turkey
Yuexiu Property Company Limited	YUEXIU	China

Sovereign bonds issued by the following countries and jurisdictions: Brazil, Chile, China, Colombia, Czech Republic, Hong Kong, India, Indonesia, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Russia, Singapore, South Africa, South Korea, Taiwan, Thailand, Turkey, UAE

Schedule 4

SCHEDULE 5

Exception Report & Transfer Procedures

Within 25 days of the end of each calendar month, each Sub Advisor shall provide the Investment Manager with an exception report ("Exception Report") detailing specific securities owned in the portfolio with relevant characteristics (e.g. par amount, ratings, etc.) that had their Index status affected during the month by upgrade (departing the Index). With respect to High Yield Assets, the Exception Report shall apply only to those securities being held in the applicable account that had their Index status affected by the ratings upgrade. Upgrades highlighted on the Exception Report, (securities moving from the Sub-Advisor's Index to investment grade public credit) shall be transferred to the applicable investment grade public credit Sub-Advisor on the 1st business day of the month following the upgrade.

Monthly Client Reporting

Beginning no later than Q3 2014, within 10 business days following each calendar month-end, each Sub-Advisor shall provide a report to the Investment Manager with the following information:

- (i) Relative to Benchmark:
 - (a) Total Return – 1M, 3M, YTD, LTM, 3YR, 5YR and Since Inception performance
 - (b) Yield to Worst
 - (c) Yield to Maturity
 - (d) Duration
 - (e) OAS
 - (f) Weighted average rating
 - (g) Industry Analysis with Exposure by Industries
 - (h) Credit Quality Analysis
 - (i) Asset Class Analysis
 - (j) Top Ten Issuer Overweight – (measured on a market value basis)
 - (k) Top Ten Issuer Underweight – (measured on a market value basis)
- (ii) Unique to Sub-Advisor Strategy:
 - (a) Total Market Value – current, last quarter end, most recent year end
 - (b) Performance Attribution – main drivers of performance (ex: security selection, duration, etc.)
 - (c) Turnover – current and historical
 - (d) Total Holdings
 - (e) Out of Index Holdings
 - (f) Purchases – include yield, rating, total dollar amount
 - (g) Sales – include yield, rating, total dollar amount

Notwithstanding anything to the contrary herein, AR's report with respect to Monthly Client Reporting requirements shall only include Total Market Value (current, last quarter end and most recent year end).

Schedule 4

Quarterly Presentation

In addition to above reporting requirements, each Sub-Advisor shall provide on a quarterly basis (generally via telephone or video) a review of economic and market commentary, strategy, performance and attribution with respect to such Sub-Advisor's asset class. To the extent that the Investment Manager requests that the Sub-Advisor provide such reporting updates in person, the Investment Manager shall be responsible for the Sub-Advisor's reasonable out-of-pocket travel expenses related thereto.

Schedule 5

EXHIBIT A

FORM OF MASTER SUB-ADVISORY AGREEMENT ADDENDUM

This Master Sub-Advisory Agreement Addendum is made this [●] day of [●], 201[●] (this "Addendum"), by and among Athene Asset Management, L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), ARM Manager LLC, a Delaware limited liability company ("ARM"), Apollo Longevity, LLC, a Delaware limited liability company ("ALL"), Apollo Royalties Management, LLC, a Delaware limited liability company ("AR") and Apollo Emerging Markets, LLC, a Delaware limited liability company ("AEM"), and, together with ACM, AGREM, ARM, ALL and AR, the "Sub-Advisors") pursuant to that certain Amended and Restated Master Sub-Advisory Agreement, dated as of [●] (as amended, supplemented or modified from time to time, the "Master Sub-Advisory Agreement"), by and among the Investment Manager and the Sub-Advisors. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Sub-Advisory Agreement.

WHEREAS, the Investment Manager and the Sub-Advisors entered into the Master Sub-Advisory Agreement pursuant to which the Investment Manager retained the Sub-Advisors to manage an investment portfolio of one or more Accounts;

WHEREAS, the Investment Manager serves as investment manager to one or more accounts as may be designated by [Company Name], a [life] insurance company domiciled in [State or other jurisdiction] ("Company Name"), as subject to the Investment Manager's management, pursuant to an Investment Management Agreement dated as of [date], with authority to delegate any of its rights and obligations thereunder to one or more sub-advisors;

WHEREAS, the Investment Manager desires to retain each Sub-Advisor, upon the terms and conditions set forth in this Addendum and in accordance with the Master Sub-Advisory Agreement, to provide advice with respect to the Accounts of [Company Name] accounts (the "Company Name Accounts"), which, for the avoidance of doubt, shall be deemed to be an "Account" as such term is defined in the Master Sub-Advisory Agreement), and each Sub-Advisor desires to so act;

WHEREAS, this [Company Name] Addendum shall be attached to and become a part of the Master Sub-Advisory Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Appointment of Sub-Advisors; Delegation of Obligations of Investment Manager to Sub-Advisors. On the terms and subject to the conditions set forth herein and in the

Exhibit A

Master Sub-Advisory Agreement, the Investment Manager hereby appoints each Sub-Advisor as a sub-investment advisor of the [Company Name] Account with authority with respect to the investment and reinvestment of the funds and assets of the [Company Name] Account, and each Sub-Advisor accepts such appointment.

2. **[Additional Terms]. [Insert additional terms and conditions which modify the Master Sub-Advisory Agreement.]**

3. **Termination.** The terms and provisions of this [Company Name] Addendum shall apply to all transactions with respect to the [Company Name] Account from the date of this [Company Name] Addendum and this [Company Name] Addendum shall continue in effect until terminated by the Investment Manager on the one hand, or the Sub-Advisors collectively on the other hand, without penalty, by the terminating party giving notice to the other party in accordance with the termination provisions contained in Section 7 of the Master Sub-Advisory Agreement.

4. **No Assignment.** This [Company Name] Addendum may only be assigned in accordance with the assignment restrictions contained in Section 10 of the Master Sub-Advisory Agreement, which section shall apply equally to this [Company Name] Addendum.

5. **Addendum to Master Sub-Advisory Agreement.** This [Company Name] Addendum constitutes an Addendum to the Master Sub-Advisory Agreement (as such term is defined in Section 1 of the Master Sub-Advisory Agreement). This [Company Name] Addendum shall be deemed to be attached to and become a part of the Master Sub-Advisory Agreement and the terms of the Master Sub-Advisory Agreement shall be amended, supplemented or modified by the terms of this [Company Name] Addendum as applicable. Any reference to “this Agreement” in the Master Sub-Advisory Agreement shall be deemed to include the terms set forth in this [Company Name] Addendum.

* * * * *

Exhibit A

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM Ltd., its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner

Name:
Title:

**APOLLO GLOBAL REAL ESTATE
MANAGEMENT, L.P.**

By: Apollo Global Real Estate Management GP, LLC, its General
Partner

Name:
Title:

ARM MANAGER LLC

Name:
Title:

Exhibit A

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner

Name:

Title:

APOLLO EMERGING MARKETS, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner

Name:

Title:

APOLLO ROYALTIES MANAGEMENT, LLC

By: Apollo Commodities Management, L.P., with respect to Series III
its sole member

By: Apollo Commodities Management GP, LLC, its General Partner

Name:

Title:

Exhibit A

MASTER SUB-ADVISORY AGREEMENT

ADDENDUM ONE

This Master Sub-Advisory Agreement Addendum One is made this 24th day of November, 2015 (this "Addendum"), by and among Athene Asset Management, L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), and Apollo Emerging Markets, LLC, a Delaware limited liability company ("AEM"), pursuant to that certain Amended and Restated Master Sub-Advisory Agreement, effective as of April 1, 2014 (as further amended, supplemented or modified from time to time, the "Master Sub-Advisory Agreement") by and among the Investment Manager and AEM, Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), Apollo Longevity, LLC, a Delaware limited liability company ("ALL"), Apollo Royalties Management, LLC, a Delaware limited liability company ("AR") and ARM Manager LLC, a Delaware limited liability company ("ARM") and, together with AEM, ACM, AGREM, AR, ARM and ALL, the "Sub-Advisors"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Sub-Advisory Agreement.

WHEREAS, the Investment Manager and the Sub-Advisors entered into the Master Sub-Advisory Agreement pursuant to which the Investment Manager retained the Sub-Advisors to manage an investment portfolio of one or more Accounts;

WHEREAS, pursuant to Section 2(k) of the Master Sub-Advisory Agreement, the Investment Manager and AEM entered into an arrangement whereby AEM may execute certain transactions for the Accounts in accordance with the Investment Guidelines set forth on Schedule 3 the Master Sub-Advisory Agreement;

WHEREAS, the Investment Manager and AEM desire to the amend and restate the Investment Guidelines as set forth on Exhibit A attached hereto; and

WHEREAS, this Addendum shall be attached to, amend and become a part of the Master Sub-Advisory Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Schedule 3 of the Master Sub-Advisory Agreement. Schedule 3 of the Master Sub-Advisory Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A hereto.

2. Addendum to Master Sub-Advisory Agreement. This Addendum constitutes an Addendum to the Master Sub-Advisory Agreement (as such term is defined in Section 1 of the Master Sub-Advisory Agreement). This Addendum shall be deemed to be attached to, amend and become a part of the Master Sub-Advisory Agreement and the terms of the Master Sub-Advisory Agreement shall be amended, supplemented or modified by the terms of this Addendum as applicable. Any reference to "this Agreement" in the Master Sub-Advisory Agreement shall be deemed to include the terms set forth in this Addendum.

3. Conflicts. In the event of any conflict or inconsistency between the terms of this Addendum and those of the Master Sub-Advisory Agreement, this Addendum will control.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.
BY: AAM GP LTD., ITS GENERAL PARTNER



Name: James R. Belardi
Title: Chief Executive Officer

APOLLO EMERGING MARKETS, LLC
By:

Name:
Title:

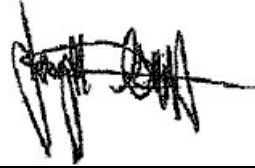
Signature Page to Addendum One

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.
BY: AAM GP LTD., ITS GENERAL PARTNER

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO EMERGING MARKETS, LLC
By:



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

Signature Page to Addendum One

EXHIBIT A

**AEM
Investment Guidelines**

1. AEM Investment Discretion. In accordance with Section 2(k) of the Agreement AEM may execute (or facilitate execution of) transactions on behalf of one or more of the Accounts for which AEM acts as Sub-Advisor, whether under this Agreement or a separate sub-advisory agreement with the Investment Manager (collectively, the "AEM Accounts"), without the prior consent of the Investment Manager, so long as:

- (a) immediately after giving effect to such transactions, to the knowledge of AEM, the holdings of the AEM Accounts are in compliance with the Investment Guidelines below or as otherwise may be agreed in writing between the Investment Manager and AEM and subject to the terms of this Addendum (as amended or supplemented from time to time by agreement of the Investment Manager and AEM, the "Investment Guidelines"); and
- (b) the issuers in such transactions are among the pre-approved list of issuers set forth in Schedule 4 attached hereto (as amended or supplemented from time to time by written agreement of the Investment Manager and AEM, which such written agreement may be in the form of email, the "Approved Issuers List").

Notwithstanding the foregoing, the Investment Manager may revoke such investment discretion at any time upon notice to AEM. This Schedule 3 and the Schedule 4 attached to the Agreement may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and AEM without a formal amendment to the Agreement. For the avoidance of doubt, AEM shall be required to seek the written consent of the Investment Manager prior to executing any transactions that do not comply with the Investment Guidelines or are not included among the pre-approved classes of transactions on the Approved Issuers List, and the Investment Manager shall approve, decline or ratify such transactions, as applicable, in its sole discretion.

2. Investment Guidelines. The Investment Guidelines set forth herein may be amended, waived or modified only by the written agreement of AEM and the Investment Manager, which such written agreement may be in the form of email, and the Investment Manager may request AEM to make suitable modifications to this Schedule 3 to reflect any change in market or other circumstances or to reflect regulatory requirements of its Clients; provided, that any modification to this Schedule 3 requested by the either party shall become effective only upon agreement by both parties (which such agreement shall not be unreasonably withheld by AEM).

The allocation to the AEM Accounts shall not exceed a market value of \$1,000,000,000 (such maximum amount, the "AEM Allocation") unless otherwise agreed upon in writing between the Investment Manager and AEM, which such written agreement may be in the form of an email. All percentages set forth below shall be calculated on a market value basis as percentages of the AEM Allocation and shall be measured at the time of acquisition and on a continuous basis.

Exhibit A

Investment Limits:

- *Eligible Assets:* 100% of the AEM Allocation shall be invested in the debt securities of corporate or sovereign issuers listed on the Approved Issuers List.
- *Eligible Countries:* 100% of the invested assets in the AEM Accounts shall be invested in issuers organized in an Emerging Market Country or a Tax Jurisdiction (each as defined below). Unless otherwise agreed upon in writing between the Investment Manager and AEM, which such written agreement may be in the form of an email, (i) an “Emerging Market Country” shall include (a) those countries defined as Emerging Markets in the MSCI Emerging Markets Index (“MSCIEM”) and (b) Morocco, Israel, Hong Kong and Singapore, and (ii) a “Tax Jurisdiction” shall include the following countries: the Cayman Islands, Ireland, Bermuda, Bahamas, British Virgin Islands, Jersey, Liechtenstein, Luxembourg and the Netherlands.
- *Regions:* No more than 50% of the AEM Allocation may be invested in any one “region” as defined by the MSCIEM.
- *Countries Limits:*
 - No more than 25% of the AEM Allocation may be invested in issuers organized in the same country.
 - No more than 25% of the AEM Allocation may be invested in issuers organized in the Tax Jurisdictions on an aggregate basis.
- *Sectors:* Exposure to a single “sector” (as defined in the applicable Bloomberg Industry Classification System (“BICS”)): No more than 25% of the AEM Allocation, except as set forth below with respect to the “financial” sector.
 - Exposure to “financial” sector (as defined in the applicable BICS): No more than 40% of the AEM Allocation.
 - Sublimit for the “banking” subsectors of the “financial sector” (as defined in the applicable BICS): No more than 30% of the AEM Allocation.
 - Sublimit for other subsectors of the “financial” sectors: No more than 12.5% of the AEM Allocation.
- *Ratings Limits:* Up to 100% of the AEM allocation shall be invested in debt securities rated Investment Grade (as defined below), except as set forth below with respect to HY Securities (defined below).
 - No more than 15% of the AEM Allocation may be invested HY Securities (as defined below).
- *Single Issuer Limits*
 - No more than 5% of the AEM Allocation may be invested in Investment Grade securities of a single issuer.
 - No more than 3% of the AEM Allocation may be invested in HY Securities of a single issuer.

Credit Ratings. “Investment Grade” means an investment which is, (i) if rated by the Securities Valuation Office of the National Association of Insurance Commissioners (the “SVO”), rated Class 1 or 2, and (ii)(A) if rated by one Nationally Recognized Statistical Rating Organization (an “NRSRO”), rated investment grade by such NRSRO, (B) if rated by two NRSROs, rated investment grade by the NRSRO assigning the lower of the two ratings, or (C) if rated by three

Exhibit A

or more NRSROs, rated investment grade by the NRSRO assigning the second lowest rating of the NRSROs. "HY Securities" means debt securities that are rated below Investment Grade but not less than "BB-". "BB-" means if rated by one NRSRO, a credit rating of at least BB- (or an equivalent rating) by such NRSRO, (B) if rated by two NRSROs, a credit rating of at least BB- (or an equivalent rating) by the NRSRO assigning the lower of the two ratings, or (C) if rated by three or more NRSROs, a credit rating of at least BB- (or equivalent rating) by the NRSRO assigning the second lowest rating of the NRSROs. All credit ratings are determined at the time of acquisition but shall be monitored on a continuous basis in accordance with the compliance requirements set forth in the Investment Guidelines.

Tax Considerations. AEM shall only purchase securities on behalf of the AEM Accounts if the issuer (i) is organized in a jurisdiction which, at the time of acquisition of an investment, does not require withholding tax on interest paid to a U.S. tax resident that qualifies for benefits under an applicable tax treaty either pursuant to the domestic laws of the country or pursuant to the relevant tax treaty or (ii) provides for a gross up of any withholding taxes.

Compliance. AEM shall provide written notice, which such written notice may be in the form of email, to the Investment Manager within five (5) business days of its knowledge of the acquisition or establishment of an investment or position that does not comply with the Investment Guidelines and/or Approved Issuers List (including noncompliance described below which does not result from the volitional acts of AEM) at the time of such acquisition or establishment and shall use commercially reasonable efforts to enter into a mutual agreement with the Investment Manager regarding AEM's resolution of such breach. Notwithstanding the foregoing, to the extent the portfolio becomes noncompliant with the Investment Guidelines due to changes in the market values, maturities, amortization rates, credit ratings or other characteristics of the securities or other instruments after purchase or because of other causes not due to the volitional acts of AEM, AEM shall use commercially reasonable efforts to dispose of such security, or transfer such security within 45 business days of its knowledge of such noncompliance unless a shorter period is requested by the Investment Manager to AEM or such non-compliance is waived in writing by the Investment Manager.

In addition to the reporting requirements set forth on Schedule 5 and the other compliance requirements set forth above, within ten (10) business days of the end of each calendar month, AEM shall also provide to the Investment Manager a statement (a "Compliance Statement") reporting whether each asset in the AEM Accounts as of the last day of the calendar month subject to such report, and all the assets in the AEM Accounts in aggregate, as of the last day of the calendar month subject to such report, were in compliance with the Investment Guidelines and the Approved Issuers List and the nature, reason and magnitude of noncompliance, if any, with the Investment Guidelines and/or the Approved Issuers List. Such Compliance Statement shall be provided to the Investment Manager via email at legalcomp@athenelp.com.

Exhibit A

**SECOND AMENDED AND RESTATED
MASTER SUB-ADVISORY AGREEMENT**

This Second Amended and Restated Master Sub-Advisory Agreement (this "Agreement"), effective as of January 1, 2015 (the "Effective Date"), is entered into by and among Athene Asset Management L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), ARM Manager LLC, a Delaware limited liability company ("ARM") and Apollo Longevity, LLC, a Delaware limited liability company ("ALL", and, together with ACM, AGREM, ARM and ALL the "Sub-Advisors").

WHEREAS, the Investment Manager serves as investment manager to one or more accounts as may be designated by certain insurance companies (each a "Company") from time to time and set forth on Schedule 1 attached hereto (as amended in accordance with Section 1(c) hereof), as subject to the Investment Manager's management, pursuant to the Investment Management Agreement set forth opposite each Company's name on Schedule 1 (each, an "Investment Management Agreement"), with authority to delegate any of its rights and obligations thereunder to one or more sub-advisors;

WHEREAS, the Investment Manager and the Sub-Advisors previously entered into that certain Amended and Restated Master Sub-Advisory Agreement, dated as of July 1, 2013 (as amended or modified from time to time, the "First Amended Master Sub-Advisory Agreement"), pursuant to which the Investment Manager retained the Sub-Advisors, upon the terms and conditions set forth in the First Amended Master Sub-Advisory Agreement, to sub-advise an investment portfolio of one or more of such Company accounts (the portion of the accounts sub-advised by the Sub-Advisor, together with all additions, substitutions and alterations thereto, are individually referred to as an "Account" and, collectively, referred to herein as the "Accounts"); and

WHEREAS, the Investment Manager and the Sub-Advisors desire to amend and restate the First Amended Master Sub-Advisory Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Sub-Advisors.

(a) From time to time, as the Investment Manager and the applicable Sub-Advisors shall agree, the Investment Manager shall designate and appoint one or more Sub-Advisors (acting individually or jointly as the parties may agree), on the terms and subject to the conditions set forth herein, as a sub-investment advisor for one or more Accounts with authority to make recommendations to the Investment Manager with respect to the investment and reinvestment of the funds and assets of such Account or Accounts, and the Sub-Advisors (or any of them as the case may be) shall accept such appointment. In addition, the Investment Manager and one or more Sub-Advisors may execute an addendum governing the terms of the

sub-advisory services to be provided with respect to any Company, which addendum may, among other things and subject to Section 3(a), supplement or modify the terms of this Agreement relating to such Company's Account or Accounts (including, without limitation, terms relating to management services, investment guidelines and/or management fees) on terms mutually acceptable to the Investment Manager and the Sub-Advisors (or any of them as the case may be) (each such Addendum, including any schedules thereto, an "Addendum"). The parties intend that each Addendum shall be substantially in the form of the Master Sub-Advisory Agreement Addendum attached hereto as Exhibit A or as otherwise may be agreed upon among the applicable parties.

(b) From time to time, the Investment Manager may designate and appoint additional sub-advisors for one or more Accounts with authority to make recommendations to the Investment Manager with respect to the investment and reinvestment of the funds and assets of such Account or Accounts. Any such designation and appointment shall be effective upon the execution by the Investment Manager and such additional sub-advisor(s) of an Addendum setting forth the terms of the sub-advisory services to be provided by such sub-advisor(s). Following the execution of any such Addendum, each such additional sub-advisor shall be deemed to be a Sub-Advisor for all purposes of this Agreement.

(c) Within a reasonable time after the appointment or termination of any Sub-Advisor with respect to any particular Company, and after the execution of each Addendum, if any, Schedule 1 attached hereto shall be amended to reflect such appointment (by addition to such Schedule) or termination (by deletion from such Schedule), as the case may be, it being understood that Schedule 1 is solely for the convenience of the parties and shall not be evidence of, or precondition for, any such appointment or termination. The Sub-Advisors agree that Schedule 1 may be amended from time to time by the Investment Manager upon written notice to the Sub-Advisors for the purpose of adding additional insurance companies and/or accounts thereto, and, following any such amendment, (i) each such additional insurance company shall be deemed to be a Company for all purposes of this Agreement and (ii) each such additional account shall be deemed to be an Account for all purposes of this Agreement.

2. Management Services: Duties of and Restrictions on Sub-Advisors.

(a) For the avoidance of doubt and without limiting the generality of the powers conferred upon it by Section 1, the Sub-Advisors (or any of them as the case may be) shall be responsible for making recommendations for the investment and reinvestment of the assets of each Account. The Sub-Advisors shall make recommendations to the Investment Manager, and the Investment Manager shall approve or decline such recommendations in its sole discretion. The Sub-Advisors shall be responsible for facilitating execution (through third party brokers or other agents or as otherwise permitted hereby) of any approved investment recommendations in accordance with this Agreement and any instructions provided by the Investment Manager. For the avoidance of doubt, the Sub-Advisors may only execute (or facilitate execution of) transactions in an Account pursuant to this Agreement with the prior consent of the Investment Manager (subject to Section 2(k) below). The Investment Manager shall be responsible for ensuring that any transaction approved by the Investment Manager is permissible under any investment guidelines agreed upon between the Investment Manager and the applicable Company. Where the prior consent of the Investment Manager is required prior to

the Sub-Advisor taking any action under this Agreement, the Investment Manager's written or verbal consent (including consent by electronic mail) shall suffice, unless the express language of this Agreement requires the Investment Manager's consent in writing, in which case only the signed consent of the Investment Manager shall suffice. Where verbal consent for a particular trade is given by the Investment Manager, and provided that the applicable Sub-Advisor provides normal documentary evidence of such trade on the trade date (i.e., via trade ticket, trade confirmation, trade blotter excerpt or similar means provided in the normal course), the Investment Manager's consent with respect to such trade shall be deemed evidenced by the absence of the Investment Manager's objection to such trade in writing (including by electronic mail) prior to the earlier of (i) the close of business on the second business day following the trade date and (ii) the settlement date.

(b) Subject to the other provisions of this Agreement, including, without limitation, Sections 2(a) and 2(h), the Sub-Advisors have authority: (i) to buy, sell, sell short, hold and trade, on margin or otherwise and in or on any market or exchange within or outside the United States or otherwise, securities convertible into preferred or common stock of domestic and foreign issuers, debt securities of domestic and foreign governmental issuers (including federal, state and municipal issuers) and domestic and foreign corporate issuers, investment company securities, money-market securities, partnership interests, mortgage- and asset- backed securities (including, without limitation, collateralized loan obligations and other collateralized debt obligations), foreign currencies and currency forwards, futures contracts and options thereon, bank and debtor-in-possession loans, trade receivables, repurchase and reverse repurchase agreements, commercial paper, other securities, futures and derivatives (including interest rate and currency swaps, swaptions, caps, collars and floors), rights and options on all of the foregoing and other investments, assets or property; and (ii) to effect such other investment transactions involving the assets in an Account's name and solely for such Account, including without limitation, to execute swap, futures, options and other agreements with counterparties. Without the prior written consent of the Investment Manager, the Sub-Advisor shall not open or close any accounts on a Company's behalf.

(c) With respect to each Account advised by such Sub-Advisor, such Sub-Advisor will have the authority to exercise any voting rights relating to assets of such Account. Upon receipt of the Investment Manager's prior verbal or written consent, each Sub-Advisor shall be authorized to exercise rights, options, warrants, conversion privileges, and redemption privileges, and to tender securities pursuant to a tender offer, in each case, with respect to such Account. Each Sub-Advisor shall have the authority to exercise, on behalf of each Account managed by such Sub-Advisor, all rights, remedies and obligations associated with assets held in such Account. Each Sub-Advisor shall have the authority to execute trade confirmations, trade tickets, purchase orders, assignment agreements, engagement letters, amendments, forbearance agreements and all other documents related to the purchase, sale, amendment, restructuring or insolvency of assets of an Account managed by such Sub-Advisor; provided that, any exercise of such authority which would result in a conversion or transfer of an asset shall be subject to the prior verbal or written consent of the Investment Manager.

(d) Subject to each respective Investment Management Agreement with respect to each Account, the Investment Manager may rebalance or reallocate assets among such Account in its discretion (or between the Accounts and any other accounts of any Company or

other clients of the Investment Manager sub-advised by any Sub-Advisor) and will provide the Sub-Advisors (or any of them as the case may be) with notice of any such rebalancings or reallocations.

(e) The Sub-Advisors (or any of them as the case may be) will reasonably cooperate with the Investment Manager to the limited extent necessary for the Investment Manager to perform such ongoing due diligence reasonably relating to each Account and the Sub-Advisors as the Investment Manager reasonably deems necessary or advisable, provided, that such cooperation shall be at no cost or expense to the Sub-Advisors and any cost or expense associated therewith shall be paid by the Investment Manager.

(f) No Sub-Advisor may retain any sub-advisors or otherwise delegate any of its obligations under this Agreement with respect to each Account managed by such Sub-Advisor without the prior written consent of the Investment Manager; provided that each Sub-Advisor may delegate any of its obligations to its affiliates without the prior consent of the Investment Manager; and provided further that, notwithstanding any delegation permitted pursuant to this Section 2(f), such Sub-Advisor shall always remain responsible to the Investment Manager for such Sub-Advisor's obligations hereunder with respect to such Company's Account.

(g) With the written consent of the Investment Manager, each Sub-Advisor shall have the authority to engage such attorneys, accountants and other professionals or advisors as may be necessary or advisable in the discharge of its duties and obligations under this Agreement.

(h) Unless otherwise allowed by an Addendum with respect to a particular Company, none of the Sub-Advisors shall enter into, whether in the name, and on behalf, of any Company or otherwise, any over-the-counter, exchange-traded and other derivative transactions (including any and all contracts or agreements related thereto) in respect of any Accounts without the prior written consent of the Investment Manager (which written consent may be conveyed via electronic mail).

(i) None of the Sub-Advisors shall make a claim for exemption from U.S. withholding tax to the U.S. Internal Revenue Service on the basis that income of any Company is effectively connected with the conduct of a trade or business in the United States, nor shall any Sub-Advisor file a U.S. Internal Revenue Service Form W8-ECI (or any successor form) on behalf of any Company with any withholding agent.

(j) Each Sub-Advisor shall promptly notify the Investment Manager upon its actual knowledge of the occurrence of any event which in the reasonable opinion of such Sub-Advisor would have a materially adverse impact on the ability of such Sub-Advisor to manage each Account sub-advised by such Sub-Advisor.

(k) Notwithstanding anything to the contrary contained herein, the Investment Manager may enter into an arrangement with a Sub-Advisor, either pursuant to an Addendum or other written arrangement, whereby the Sub-Advisor would have discretion with respect to certain transactions other than as set forth in Section 2(a), such as to execute certain transactions for the Accounts without seeking prior consent from the Investment Manager so long as they fit

within certain prescribed guidelines or a particular set of issuers, or some other similar agreement; provided that the Investment Manager may revoke such investment discretion at any time upon notice to such Sub-Advisor.

(l) Each Sub-Advisor agrees to use reasonable best efforts to cause its portfolio managers to trade within the Investment Manager's systems environment, including staging such trades prior to execution.

(m) Each Sub-Advisor and the Investment Manager agree to use commercially reasonable efforts to develop an investment policy statement (an Investment Policy Statement) mutually agreed upon by such Sub-Advisor and the Investment Manager with respect to such Sub-Advisor's asset class and such Investment Policy Statement shall generally include, without limitation, policy statements with respect to such Sub-Advisor's investment strategy, applicable index ("Index"), investment objectives (including benchmarks), investment constraints and reporting procedures (provided that such reporting procedures shall comply with Section 15 below).

3. Compensation: Expenses.

(a) Except as otherwise set forth in any Addendum entered into in respect of any Account, the Investment Manager agrees to pay the Sub-Advisors a management fee ("Management Fee") for the services provided pursuant to this Agreement, calculated and paid (A) with respect to each Sub-Advisor, other than with respect to third party CLO equity managed accounts, in accordance with Schedule 2-1 attached hereto (as amended from time to time), (B) with respect to assets purchased by ALL prior to the Effective Date, in accordance with Schedule 2-2 attached hereto (as amended from time to time), (C) with respect to third party CLO equity managed accounts, in accordance with Schedule 2-3 hereto (as amended from time to time). The Management Fee described in Schedule 2-1 and Schedule 2-3, respectively, shall be allocated among the Sub-Advisors as such Sub-Advisors shall determine. Such Management Fee may be amended by an Addendum signed by the Investment Manager and the applicable Sub-Advisor without the consent of the New York State Department of Financial Services (the "Department").

(b) Each Sub-Advisor will be responsible for all expenses incurred by it in performing its obligations under this Agreement except, for the avoidance of doubt, Account Trading and Investment Expenses, which shall be paid by each respective Company out of the assets of the Account of such Company.

(c) For purposes of this Agreement, "Account Trading and Investment Expenses" shall mean all brokerage fees, brokerage commissions and all other brokerage transaction costs, stock borrowing and lending fees, interest on cash balances, custodial fees, reasonable transaction legal expenses, regulatory fees or taxes payable in respect of the Account, professional expenses (including fees in connection with the use of proxy voting services) and any other fees and expenses related to the trading and investment activity of the Account as determined by the Sub-Advisors in good faith; provided that such fees and expenses are not duplicative of any services provided by the Investment Managers or agents, brokers, advisors or professionals engaged in any capacity by the Investment Manager.

4. Custodian.

(a) The assets of each Account shall be held by a trustee, custodian or securities intermediary that is a “qualified custodian” as defined in Rule 206(4)-2 under the Investment Advisers Act of 1940 duly appointed by each Company (the “Custodian”), and each Sub-Advisor is authorized to give instructions to the Custodian, in writing, with respect to all investment decisions regarding each Account managed by such Sub-Advisor. Nothing contained herein shall be deemed to authorize the Sub-Advisors to take or receive physical possession of any of the assets for the Account and no Sub-Advisor shall have custody or possession of any such assets, it being intended that sole responsibility for safekeeping thereof (in such investments as the Investment Manager or the Sub-Advisors may direct) and the consummation of all purchases, sales, deliveries and investments made pursuant to such Sub-Advisor’s direction shall rest upon the Custodian. The Custodian may be changed with respect to any Company’s Account from time to time upon the written instructions of such Company, subject to any required consents.

(b) Except as expressly provided herein, a Sub-Advisor may not withdraw or substitute funds or other assets from any Account managed by it without the approval of the Custodian (which approval may be subject to the further approval of the applicable Company (as the case may be) and/or the Investment Manager).

(c) Each Company shall instruct the Custodian to send the Investment Manager and the Sub-Advisors (or any of them as the case may be) duplicate copies of all Account statements given to such Company by the Custodian.

5. Brokerage. The Sub-Advisors may designate the brokers or dealers through whom all purchases and sales on behalf of each Account will be made. To the extent permitted by applicable law, such brokers or dealers may include affiliates of the Sub-Advisors. The Sub-Advisors will determine the rate or rates, if any, to be paid for brokerage services provided to each Account. In selecting brokers or dealers to effect transactions on behalf of any Account, the Sub-Advisors, subject to their overall duty to obtain “best execution” of Account transactions, will have authority to and may consider the full range and quality of the ability of the brokers or dealers to execute transactions efficiently, their responsiveness to each Sub-Advisor’s instructions, their facilities, reliability and financial responsibility and the value of any research or other services or products they provide. None of the Sub-Advisors will be obligated to seek in advance competitive bidding for the most favorable commission rate applicable to any particular transaction for any Account or to select any broker-dealer on the basis of its purported posted commission rate. As long as the services or other products provided by a particular broker or dealer (whether directly or through a third party) qualify as “brokerage and research” services within the meaning of Section 28(e) of the Securities Exchange Act of 1934, as amended (and relevant Securities and Exchange Commission (“SEC”) interpretations of that section) and the Sub-Advisors (or any of them as the case may be) determine in good faith that the amount of commission charged by such broker or dealer is reasonable in relation to the value of such “brokerage and research services,” the Sub-Advisors (or any of them as the case may be) may utilize the services of that broker or dealer to execute transactions for each Account on an agency basis even if (i) such Account would incur higher transaction costs than it would have incurred had another broker or dealer been used and (ii) such Account does not necessarily benefit from the research or products provided by that broker or dealer.

6. Limitation of Liability.

(a) None of the Sub-Advisors guarantee the future performance of any Account or any specific level of performance, the success of any investment decision or strategy that any Sub-Advisor may use, or the success of any Sub-Advisor's overall management of any Account. None of the Sub-Advisors provide any express or implied warranty as to the performance or profitability of the Account nor any part thereof nor that any specific investment objectives will be successfully met. Investment decisions made by any Sub-Advisor on behalf of any Account managed by such Sub-Advisor are subject to various market, currency, economic, political and business risks, and those investment decisions will not always be profitable. The Sub-Advisors shall be severally and not jointly liable for their respective obligations and liabilities under this Agreement.

(b) To the maximum extent permitted by law, none of the Sub-Advisors, any affiliate of the Sub-Advisors or any member, partner, shareholder, principal, director, officer, employee or agent of the Sub-Advisors or any such affiliate (each, a "Sub-Advisor Party") shall be liable for any loss, liability or damage (including attorney's fees and other related expenses) ("Losses") resulting from: (i) any act or failure to act by the Custodian, any administrator or any broker or dealer; or (ii) any act or omission by any Sub-Advisor or any permitted Sub-Advisor in connection with the performance of its services under this Agreement (including any Addendum hereto), except in cases of willful misconduct, gross negligence, bad faith or reckless disregard by any Sub-Advisor or any permitted Sub-Advisor of its obligations and duties under this Agreement (including any Addendum hereto). Except as expressly set forth above, none of the Sub-Advisors shall have liability for any Losses suffered, and shall be fully indemnified by the Investment Manager for any Losses it may suffer, as the result of any actions it takes or does not take based on instructions or permissions received from any of the authorized persons of the Investment Manager reasonably believed by such Sub-Advisor to be genuine. Each Sub-Advisor may consult with legal counsel at its cost and expense (without limiting the reimbursement provisions set forth in this Agreement, including those set forth in Section 3(b)) concerning any question which may arise with reference to this Agreement or its duties hereunder, and the opinion of such counsel shall be full and complete protection with respect to, and none of the Sub-Advisors shall have liability for any Losses suffered as a result of, any action taken or suffered by any Sub-Advisor hereunder in good faith and in accordance with the opinion of such counsel. Under no circumstances shall any Sub-Advisor be liable for any special, incidental, exemplary, consequential, punitive, lost profits or indirect damages.

(c) The federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that the Investment Manager or any Company may have under those laws.

7. Termination.

(a) The terms and provisions of this Agreement shall apply to all transactions from the date of this Agreement and this Agreement shall continue in effect until terminated by the Investment Manager on the one hand, or the Sub-Advisors on the other hand, without penalty, by the terminating party giving written notice to the other party in writing which will take effect 30 days after the date on which notice is received by the other party or such later date as such notice specifies (which shall not exceed 90 days from the date of such notice) or such earlier date as the other party may agree. In addition, this Agreement may be terminated by:

(i) the Investment Manager with respect to any particular Sub-Advisor in the event of: (A) a material breach by such Sub-Advisor; (B) bankruptcy or insolvency by such Sub-Advisor; or (C) the inability of such Sub-Advisor for regulatory reasons to perform its services hereunder; and

(ii) the Sub-Advisors in the event of: (A) a material breach by the Investment Manager; (B) bankruptcy or insolvency by the Investment Manager; or (C) the inability of the Investment Manager for regulatory reasons to perform its services hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, (a) the Investment Manager may suspend all trading in any Account upon 2 business days' prior written notice to the Sub-Advisors (or any of them, as the case may be) for any or no reason and (b) this Agreement shall automatically terminate upon the termination of the last remaining Investment Management Agreement with respect to the applicable Account listed on Schedule 1.

(c) Upon receipt of a termination notice from the Investment Manager, or delivery of a termination notice by any Sub-Advisor, such Sub-Advisor shall, at the reasonable request of the Investment Manager, continue to perform its functions under this Agreement or in respect of such terminated Account, and shall be entitled to receive the requisite portion of any fees due (including Management Fees) until a successor has been appointed, provided that such Sub-Advisor shall not be required to perform its functions after ninety (90) days from the receipt of a termination notice.

(d) Section 6 of this Agreement shall continue in full force and effect notwithstanding the termination hereof or the invalidation of any provision contained herein.

8. Representations and Warranties.

(a) Each Sub-Advisor, severally and not jointly, represents and warrants to the Investment Manager, as of the date hereof, as follows:

(i) such Sub-Advisor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) such Sub-Advisor is a registered investment adviser under the Investment Advisers Act of 1940, as amended or is relying on such a registered investment adviser (the "Advisers Act"), and in turn each such Sub-Advisor

acknowledges that the Advisers Act provides for the following duty: (A) to act with utmost good faith; (B) to act with loyalty to clients; (C) to provide full and fair disclosure of all material facts; and (D) to employ reasonable care to avoid misleading clients;

(iii) to its knowledge, there are no material suits, actions, claims or proceedings pending or threatened in any court or before or by any governmental, regulatory or administrative body, nor have there been any such material suits, actions, claims or proceedings, to which such Sub-Advisor is a party which might reasonably be expected to have a materially adverse effect on the ability of such Sub-Advisor to perform its duties hereunder;

(iv) the Sub-Advisor has not been subject to any legal or regulatory action, proceeding, or claim involving fraud, misrepresentation or violation of any securities laws, rules or regulations;

(v) in performing its duties and obligations under this Agreement, all acts and omissions taken by such Sub-Advisor in respect of any Account shall be in compliance in all material respects with all applicable laws, rules and regulations;

(vi) such Sub-Advisor has all necessary governmental, regulatory and exchange approvals and licenses and has effected all filings and registrations with all necessary authorities required to conduct its business and to perform its obligations hereunder in all material respects;

(vii) such Sub-Advisor has, and its employees or related parties are subject to, written procedures regarding compliance with all relevant rules and regulations as required by and in conformity with applicable law, and such Sub-Advisor has procedures in place which comply with all relevant anti-money laundering and privacy principles applicable to it pursuant to applicable law;

(viii) such Sub-Advisor has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(ix) this Agreement constitutes a binding obligation of such Sub-Advisor, enforceable against such Sub-Advisor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(x) the execution, delivery and performance of this Agreement by such Sub-Advisor do not violate (A) any law, rule or regulation applicable to such Sub-Advisor, (B) any provision of the articles of incorporation or by-laws of such Sub-Advisor, or (C) any agreement or instrument to which such Sub-Advisor is a party except, in each case, for such violations as would not have a materially adverse effect on the ability of such Sub-Advisor to perform its obligations under this Agreement.

(b) Except as otherwise provided in an Addendum, if any, with respect to a particular Company, the Investment Manager represents and warrants to each Sub-Advisor as follows:

(i) the Investment Manager is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) the Investment Manager has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(iii) this Agreement constitutes a binding obligation of the Investment Manager, enforceable against the Investment Manager in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(iv) the execution, delivery and performance of this Agreement by the Investment Manager do not violate (A) any law, rule or regulation applicable to the Investment Manager, (B) any provision of the articles of incorporation or by-laws of the Investment Manager, or (C) any agreement or instrument to which the Investment Manager is a party, except for such violations as would not have a materially adverse effect, directly or indirectly, on the ability of the Investment Manager to perform its duties under this Agreement;

(v) no consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Investment Manager in connection with the execution, delivery and performance of this Agreement other than those already obtained;

(vi) each Company is a "qualified institutional buyer" ("QIB") as defined in Rule 144A under the Securities Act of 1933, as amended, and the Investment Manager will promptly notify the Sub-Advisors if such Company ceases to be a QIB; and

(vii) none of the assets contained in any Account are or will be "plan assets" of an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code").

9. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand, facsimile, e-mail, or mailed by first class, registered mail, return receipt requested, postage and registry fees prepaid and addressed as follows:

(a) If to any Sub-Advisor:

Apollo Capital Management, L.P.
9 W 57th Street
New York, NY 10036
Attention: Joseph Glatt
Email: jglatt@apollolp.com

(b) If to the Investment Manager:

Athene Asset Management, L.P.
2121 Rosecrans Ave., Suite 5300
El Segundo, CA 90245
Attention: James Belardi and Legal Department
Telephone: (310) 698-4430
Facsimile: (310) 698-4492
Email: jbelardi@athenelp.com; legal@athenelp.com

Addresses may be changed by notice in writing signed by the addressee.

10. No Assignment. This Agreement may not be assigned by any party to this Agreement without the prior written consent of the other parties hereto: provided, that, upon 5 days' prior written notice to the Investment Manager, any Sub-Advisor may assign this Agreement to its affiliates without the prior written consent of the Investment Manager or any Company, provided that such assignment does not result in a change of actual control or management of such Sub-Advisor, which shall be determined with reference to Section 202(a)(1) of the Advisers Act and Rule 202(a)(1)-1 and other guidance issued by the SEC thereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their successors and permitted assigns, in each case *provided* that such successor or assignee agrees to be bound by the terms and conditions of this Agreement.

11. Governing Law. To the extent consistent with any mandatorily applicable federal law, this Agreement shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of law thereof that would permit or require the application of the law of another jurisdiction and are not mandatorily applicable by law.

12. Arbitration. Any controversy arising out of or in connection with this Agreement shall be settled by arbitration in New York City in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and any award rendered thereon shall be enforceable in any court of competent jurisdiction. Without giving effect to Section 11, any such arbitration and this Section 12 shall be governed by Title 9 of the U.S. Code (Arbitration

13. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a proceeding, seek to enforce the forgoing waiver and (ii) acknowledge that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

14. Right to Audit. The Investment Manager and its representatives shall have the right, at its own expense, to conduct an audit of the relevant books, records and accounts of each Sub-Advisor related to the Accounts (or any particular Account) managed by such Sub-Advisor during normal business hours upon giving reasonable notice of their intent to conduct such an audit. In the event of such audit, each Sub-Advisor shall comply with the reasonable requests of the Investment Manager and/or any Company and their respective representatives and provide access to all books, records and accounts necessary to the audit and the Investment Manager shall reimburse each Sub-Advisor for its costs and expenses in connection with such audit.

15. Books and Records. Each Sub-Advisor shall keep and maintain proper books and records wherein shall be recorded the business transacted by it on behalf of, in the name of, or on account of each Company in respect of such Company's Account. Each Sub-Advisor shall maintain voting records for each Account managed by such Sub-Advisor for a minimum period of five (5) years or for such longer time as may be required by applicable law, and shall make such voting records available to the Investment Manager as the Investment Manager may reasonably request from time to time.

16. Reports. In addition to any notice requirements otherwise described herein, each Sub-Advisor shall, subject to any confidentiality obligations, legal, regulatory or other disclosure restrictions, provide the Investment Manager with (i) reports containing the information set forth on Schedule 3 and (ii) all other information reasonably requested by the Investment Manager that is required to meet the Investment Manager's compliance, financial reporting, operational and other obligations, to the extent the Sub-Advisor actually possesses such information. Schedule 3 may otherwise be amended, supplemented or modified from time to time as agreed to in writing solely by the Investment Manager and the Sub-Advisors (as applicable) without a formal amendment to the Agreement.

17. Force Majeure. No party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or gross negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts of the state in its sovereign capacity, fires, floods, earthquakes, power failure, disabling strikes, epidemics, quarantine restrictions and freight embargoes.

18. Non-Exclusive Dealings with and by Sub-Advisor Parties; Conflicts of Interest

(c) Although nothing herein shall require any Sub-Advisor to devote its full time or any material portion of its time to the performance of its duties and obligations under this Agreement, each Sub-Advisor shall furnish continuous investment advisory services for the Accounts and, in that connection, devote to such services such of its time and activity (and the time and activity of its employees) during normal business days and hours as it shall reasonably determine to be necessary for each Account to achieve its investment objective(s); *provided, however*, that nothing contained in this Section 17(a) shall preclude the Sub-Advisor Parties from acting, consistent with the foregoing, either individually or as a member, partner, shareholder, principal, director, trustee, officer, official, employee or agent of any entity, in connection with any type of enterprise (whether or not for profit), regardless of whether any Company, Account or any Sub-Advisor Party has dealings with or invests in such enterprise.

(d) The Investment Manager understands that each Sub-Advisor will continue to furnish investment management and advisory services to others, and that each Sub-Advisor shall be at all times free, in its discretion, to make recommendations to others which may be the same as, or may be different from or inconsistent with, those made to each Account. The Investment Manager further understands that the Sub-Advisor Parties may or may not have an interest in the securities whose purchase and sale any Sub-Advisor may recommend. Actions with respect to securities of the same kind may be the same as or different from or inconsistent with the action which the Sub-Advisor Parties or other investors may take with respect thereto. Furthermore, the Investment Manager understands and agrees that each Sub-Advisor Party shall have the right to engage, directly or indirectly, in the same or similar business activities or lines of business as any Sub-Advisor and any other Sub-Advisor Party and no knowledge or expertise of any Sub-Advisor Parties or any opportunities available to such Sub-Advisor Parties shall be imputed to any Sub-Advisor or any other Sub-Advisor Parties.

(e) The Investment Manager agrees that each Sub-Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Sub-Advisor Parties are directors or officers, or companies as to which the Sub-Advisor Parties have any substantial economic interest or possesses material non-public information, unless such Sub-Advisor either determines in good faith that it may appropriately do so without disclosing such conflict to the Investment Manager and any applicable Company or discloses such conflict to the Investment Manager and such Company prior to rendering such advice or services with respect to any Account.

(f) From time to time, when determined by any Sub-Advisor to be in the best interest of any Company and with the prior approval of the Investment Manager, the Account in respect of such Company may purchase securities from or sell securities to another account (including, without limitation, public or private collective investment vehicles) managed, maintained or trusted by such Sub-Advisor or an affiliate at prevailing market levels in accordance with applicable law and utilizing such pricing methodology determined to be fair and equitable to such Company in such Sub-Advisor's reasonable judgment.

(g) Notwithstanding anything else in this Agreement to the contrary, none of the Sub-Advisors shall be under any obligation to effect trades or satisfy any other obligation required of it herein if such Sub-Advisor determines that such transactions might be adverse to the interests of clients managed by such Sub-Advisor or its affiliates. Each Sub-Advisor shall

be entitled to consider its fiduciary duties to all clients that hold parallel positions in the securities to be sold or distributed, if any. In the event that, in accordance with this provision, a Sub-Advisor declines to follow the instructions of the Investment Manager, the Sub-Advisor will notify the Investment Manager of such conflict and its decision with respect thereto. For the avoidance of doubt, if the Sub-Advisor determines not to follow the direction of the Investment Manager, nothing herein shall prevent the Investment Manager from immediately making a full or partial withdrawal from the applicable Account(s) and proceeding with the relevant course of action on its own.

19. Aggregation and Allocation of Orders.

(a) The Investment Manager acknowledges that circumstances may arise under which a Sub-Advisor determines that, while it would be both desirable and suitable that a particular security or other investment be purchased or sold for the account of more than one of such Sub-Advisor's clients' accounts, there is a limited supply or demand for the security or other investment. Under such circumstances, the Investment Manager acknowledges that, while such Sub-Advisor will seek to allocate the opportunity to purchase or sell that security or other investment among those accounts on an equitable basis, such Sub-Advisor shall not be required to assure equality of treatment among all of its clients (including that the opportunity to purchase or sell that security or other investment will be proportionally allocated among those clients according to any particular or predetermined standards or criteria). Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for each Account (or for the other accounts advised or sub-advised by such Sub-Advisor), such Sub-Advisor may average the various prices and charge or credit any Account with the average price.

(b) It is each Sub-Advisor's general policy to allocate investment opportunities among investment funds and client accounts on a basis that such Sub-Advisor and its affiliates determine in good faith to be appropriate taking into consideration such factors as each client's and investment fund's primary mandate, the relative amounts of capital available for investment (after taking into account applicable reserves), and any restrictions on investment, the sourcing of the transaction, the size of the transaction, the amount of potential follow-on investing strategy of the client or investment fund, reasons of portfolio balance, the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals and other factors deemed applicable by such Sub-Advisor and its affiliates in good faith.

20. Sub-Advisors Independent. For all purposes of this Agreement, each Sub-Advisor shall be deemed to be an independent contractor and shall have no authority to act for, bind or represent the Investment Manager, any Company or any Company's shareholders in any way, except as expressly provided herein, and shall not otherwise be deemed to be an agent of any Company. Nothing contained herein shall create or constitute any Sub-Advisor, the Investment Manager and/or any Company as a member of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall anything contained herein be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of any other person, except as expressly provided herein. Each Sub-Advisor shall be severally liable for its own obligations and the Investment Manager shall have no recourse to any Sub-Advisory for the actions or omissions of any other Sub-Advisor.

21. Entire Agreement. Except for those documents, agreements or Addendums referred to herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes from and after the Effective Date all other prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. There are no understandings between the parties with respect to the subject matter of this Agreement other than as expressed herein. Nothing in this Agreement shall be construed to amend the First Amended Master Sub-Advisory Agreement, including any payments set forth therein, for any period of time prior to the date hereof.

22. Severability. To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed to the greatest extent practicable in a manner consistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.

23. Counterparts: Amendment. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as set forth herein or in any Addendum, this Agreement may not be modified or amended, except by an instrument in writing signed by the party to be bound or as may otherwise be provided for herein.

24. Addendums. In the event that the Investment Manager and the Sub-Advisors (or any of them as the case may be) execute an Addendum to this Agreement, such Addendum shall be deemed to be attached to and become a part of this Agreement and the terms of this Agreement shall be amended, supplemented or modified by the terms of such Addendum as applicable. In the event of conflict between this Agreement and any Addendum, the terms and conditions contained in such Addendum shall control. Upon the execution by the Investment Manager and the Sub-Advisors (or any of them, as the case may be) of any Addendum, this "Agreement" shall be deemed to include the terms set forth in any such Addendum.

25. No Recourse to Companies. Each Sub-Advisor acknowledges and agrees that such Sub-Advisor shall not have any recourse against any Company for any claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with this Agreement or any transaction contemplated hereunder.

26. Third-Party Beneficiary. Notwithstanding any provision herein to the contrary, each Sub-Advisor and the Investment Manager acknowledge and agree that each Company is an intended third-party beneficiary of each term and provision hereof and each term and provision of this Sub-Advisory Agreement may be enforced by the Company.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its General Partner



Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner

Name:
Title:

APOLLO GLOBAL REAL ESTATE MANAGEMENT, L.P.

By: Apollo Global Real Estate Management GP, LLC, its General Partner

Name:
Title:

ARM MANAGER LLC

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM GP Ltd., its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management GP LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

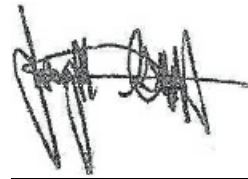
APOLLO GLOBAL REAL ESTATE MANAGEMENT, L.P.

By: Apollo Global Real Estate Management GP, LLC, its General Partner



Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

ARM MANAGER, LLC

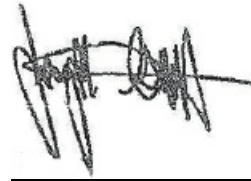


Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management GP LLC, its General Partner

A handwritten signature in black ink, appearing to read 'Joseph D. Glatt', written over a horizontal line.

Name: JOSEPH D. GLATT
Title: VICE PRESIDENT

Signature Page (2 of 2)
Amended and Restated Master Sub-Advisory Agreement

Schedule 1

Schedule of Accounts

<u>Company</u>	<u>Investment Management Agreement</u>	<u>Sub-Advisor</u>	<u>Addendum</u>
ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK (F/K/A PRESIDENTIAL LIFE INSURANCE COMPANY), a life insurance company domiciled in the State of New York ("AANY")	Investment Management Agreement dated as of December 28, 2012, by and between AANY and the Investment Manager	ACM, AGREM, ARM, ALL	N/A
ATHENE LIFE INSURANCE COMPANY OF NEW YORK (F/K/A AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK), a life insurance company domiciled in the State of New York ("ALICNY")	Investment Management Agreement dated as of October 2, 2013, by and between ALICNY and the Investment Manager	ACM, AGREM, ARM, ALL	N/A

Schedule 1

Schedule 2-1

Management Fee Schedule

1. **Management Fee.** In consideration of the services performed under the Agreement, the Investment Manager shall pay to the Sub-Advisors (allocated among such Sub-Advisors as such Sub-Advisors shall determine) a management fee (the "**Management Fee**"), calculated and paid quarterly in arrears as a percentage of Average Month-End Net Asset Value of assets in all the Accounts managed by the Sub-Advisors (unless otherwise agreed to by the parties¹), (other than Third Party CLO Equity Managed Account (as described on Schedule 2-3)²) pursuant to the following schedule, which shall take effect with respect to new and existing assets as of the Effective Date:

Assets Under Management ³	Management Fee Rate ⁴
< \$10,000,000,000	40 bps (0.40%) per annum
≥ \$10,000,000,000	35 bps (0.35%) per annum

- ¹ For the avoidance of doubt but subject to Section 2(a), to the extent that a Sub-Adviser invests on behalf of the Account in an affiliate-managed CLO (a) to the extent that such investment is on a secondary basis in one of the debt and/or equity tranches of such CLO, the Account will be charged fees pursuant to this Schedule 2-1; and (b) to the extent that such investment is on a primary basis, the agreement governing the Account's investment into the affiliate-managed CLO will govern the treatment of fees in such instance (and not, for the avoidance of doubt, this Schedule 2-1). In addition, the Investment Manager shall be responsible for any servicing fees associated with the sub-advised mortgage and mezzanine real estate loan portfolio.
- ² For the avoidance of doubt, this fee schedule does not apply to future or existing investments in Apollo funds (which as of the date hereof includes but is not limited to TRF, COF 3, EPFs, FCIs, all the ALM and ALME CLO and related warehouses, the levered CMBS funds and APC), or to any investments made by Apollo Royalties Management LLC. Additionally, this fee schedule does not apply to investments in MCF CLO II (f/k/a Kirkwood), which is covered by Schedule 2-3 hereof). Fees with respect to the Third Party CLO Equity Managed Account are charged pursuant to Schedule 2-3, and the Project Orange Trade will be included in the Third Party CLO Equity Managed Account and charged accordingly.
- ³ "Assets Under Management" shall be calculated in the aggregate to include the investment assets of or relating to Athene Holding Ltd. ("Athene") and its subsidiaries, managed by ACM, AGREM, ARM, ALL, Apollo Emerging Markets, LLC ("AEM") or an affiliate thereof, whether under this Agreement or separate sub-advisory agreement with the Investment Manager, including cash and all assets in surplus accounts and funds withheld accounts, modified coinsurance accounts and reinsurance trusts supporting reinsurance agreements entered into by Athene and managed by ACM, AGREM, ARM, ALL and AEM. For the avoidance of doubt, Assets Under Management shall not include future or existing investments in Apollo managed funds (which as of the date hereof includes but is not limited to TRF, COF 3, EPFs, FCIs, all the ALM, ALME or other affiliated CLOs or CLO-sponsored vehicles and related warehouses, APC, the levered CMBS funds) or any investments made by Apollo Royalties Management LLC; provided, that, notwithstanding the foregoing, to the extent that the Account invests in any affiliated CLO or CLO-sponsored vehicle pursuant to which the Account is charged fees pursuant to this Section 2-1, such investment in such affiliated CLO or CLO-sponsored vehicle shall be included in Assets Under Management.
- ⁴ For the avoidance of doubt, this Schedule 2.1 shall not apply to any Apollo controlled investment entities, the fee schedule of which shall be governed by a separate schedule or other governing document.

Schedule 2-1

For the avoidance of doubt, the step-down in Management Fee Rate from 40 bps to 35 bps will only apply to the portion of Assets Under Management in excess of \$10,000,000,000 based on the net asset value of the Accounts.

The "Average Month-End Net Asset Value" shall be the average of the month-end aggregate net asset value of the Accounts during the calendar quarter. If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro rated* accordingly. For the avoidance of doubt, for a given month, Average Month-End Net Asset Value shall be calculated based on trade date holdings plus accrued interest.

2. **Valuation.** Each Sub-Advisor, through its designee, shall (i) be responsible for determining the value of the assets that are purchased for the Accounts that it manages in accordance with such Sub-Advisor's existing policies and procedures, and (ii) shall use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees.
3. **Payment of Fees.** The Management Fee will be calculated, billed, and paid quarterly in arrears, based on the Average Month-End Net Asset Value as of the last business day of each and all of the three calendar months during the relevant quarter, or in the case of any partial quarterly period, the last day of each calendar month during the relevant period and the last business day of such period. The Investment Manager will pay any Management Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such fee, detailing the calculation of such fee. The Investment Manager and the Sub-Advisors shall agree on the form and substance of such invoice before the first Management Fee billing cycle. Upon termination of the Agreement, any outstanding Management Fee shall become immediately payable by the Investment Manager.
4. **Incentive Fees.** For the avoidance of doubt, the provisions governing incentive fees on existing assets remain intact and shall not be deemed amended by this Agreement. The Investment Manager and each Sub-Advisor may agree in writing from time to time on an incentive fee with respect to particular investments or asset classes managed by such Sub-Advisor.

Schedule 2-1

Schedule 2-2

ALL Incentive Fee Schedule

1. **Legacy Incentive Fee.** In addition to the Management Fee set forth on Schedule 2.1, solely with respect to assets purchased by ALL prior to the Effective Date, the Investment Manager shall pay to ALL an incentive fee equal to twenty percent (20%) of the realized proceeds (including principal repayments and coupon payments, "Proceeds") in excess of the cost of each investment recommended by ALL, subject to the return of any realized losses on investments recommended by ALL pursuant to this Schedule 2-2 and return of the Preferred Return in respect to each investment, each as fully described below (the "Legacy Incentive Fee" and together with the Management Fee and any agreed upon ALL Incentive Fees (as defined below), the "Fees"). Specifically, Proceeds from each investment will be allocated as follows:
- (i) First, to the Investment Manager's applicable clients (the "Clients") until the applicable Clients have received an amount equal to: (a) the cost of such investment, plus (b) an amount equal to any previously unreturned realized losses from investments recommended by ALL pursuant to this Schedule 2-2;
 - (ii) Second, to the applicable Clients until such Clients have received an amount equal to interest at the rate of eight percent (8%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return");
 - (iii) Third, (a) 80% to ALL and (b) 20% to the applicable Clients, until ALL has received an amount equal to twenty percent (20%) of the sum of the allocations made pursuant to item (ii) above with respect to such investment and amounts then and previously allocated pursuant to this item (iii) with respect to such investment; and
 - (iv) Finally, 80% to the applicable Clients and 20% to ALL.

For the avoidance of doubt, (i) other than temporary impairments, determined by each applicable Client in accordance with such Client's accounting policies and procedures, shall be treated as realized losses and (ii) the applicable Clients will not receive any unreturned Preferred Return with respect to any investment recommended by ALL from the Proceeds of any other investment recommended by ALL.

Upon termination of the Agreement, a clawback calculation will be completed based on the aggregate Proceeds received from all realized investments recommended by ALL pursuant hereto, and ALL shall be required to repay any Legacy ALL Incentive Fee previously paid to ALL to the extent that any realized losses from investments recommended by ALL pursuant to this Schedule 2-2 remain unreturned to the applicable Clients upon such termination. The Legacy ALL Incentive Fee will be paid quarterly in arrears.

Schedule 2-2

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2. **Valuation.** ALL shall be responsible for determining the value of the Accounts that it manages in accordance with ALL's existing policies and procedures and shall use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Fees.
 3. **Incentive Fee.** New Investment Incentive Fee. From time to time and upon mutual agreement by ALL and the Investment Manager, ALL may be entitled to an incentive fee ranging in each case from 10% to 20% with respect to certain investments recommended by ALL and purchased on behalf of the Client(s) after the Effective Date of the Master Sub-Advisory Agreement (each such incentive fee, an "ALL Incentive Fee"). Prior to the payment of any ALL Incentive Fee to ALL, ALL and the Investment Manager shall execute a confirmation of the ALL Incentive Fee (each such confirmation, including any schedules thereto, an "ALL Incentive Fee Confirmation") governing the terms of such ALL Incentive Fee. The parties intend that each ALL Incentive Fee Confirmation shall be in substantially the form of the ALL Incentive Fee Confirmation attached to the Master Sub-Advisory Agreement as Exhibit B or as otherwise may be agreed upon by ALL and the Investment Manager. Each ALL Incentive Fee Confirmation may be entered into by ALL and the Investment Manager without formal amendment to the Master Sub-Advisory Agreement.

Schedule 2-2

SCHEDULE 2-3

Third Party CLO Equity Managed Account

1. **Management Fee.** In consideration of the services performed under the Agreement and pursuant to this Schedule 2-3, the Investment Manager shall pay a management fee (the "Management Fee"), calculated and paid quarterly in arrears as a percentage of Average Month-End Net Asset Value equal to 100 bps *per annum* on the invested assets of the applicable Accounts. For the avoidance of doubt, CLO warehouses shall be treated as CLO equity for purposes of this Schedule 2-3.

The "Average Month-End Net Asset Value" shall be the average of the month-end aggregate net asset value of the Accounts during the calendar quarter. If the period in respect of which a Management Fee is payable is less than a calendar quarter, then the Management Fee shall be *pro rated* accordingly. For the avoidance of doubt, for a given month, Average Month-End Net Asset Value shall be calculated based on trade date holdings plus accrued interest.

2. **Incentive Fee (excluding Kirkwood III (MCF CLO II))** In addition to the Management Fee set forth above, the applicable Sub-Advisor shall receive an incentive fee equal to fifteen percent (15%) of the realized proceeds (including principal repayments and coupon payments, "Proceeds") in excess of the cost of each investment recommended by the applicable Sub-Advisor, subject to the return of any realized losses on investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3 and return of the Preferred Return in respect to each investment, each as fully described below (the "Incentive Fee" and together with the Management Fee, the "Fees"). Specifically, Proceeds from each investment will be allocated as follows:
- (i) First, to the Investment Manager's applicable clients (the "Clients") until such Clients have received an amount equal to: (a) the cost of such investment, plus (b) an amount equal to any previously unreturned realized losses from investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3;
 - (ii) Second, to the applicable Clients until such Clients have received an amount equal to interest at the rate of ten percent (10%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return"); and
 - (iii) Finally, 85% to the applicable Clients and 15% to the applicable Sub-Advisor.

CLO equity investments in Kirkwood III (MCF CLO II) ("Kirkwood") shall be excluded for purposes of determining incentive fees payable above.

For the avoidance of doubt, (i) other than temporary impairments, determined by each applicable Client in accordance with such Client's accounting policies and procedures, shall be treated as realized losses and (ii) the applicable Clients will not receive any unreturned Preferred Return with respect to any investment recommended by the applicable Sub-Advisor from the Proceeds of any other investment recommended by the applicable Sub-Advisor.

Upon termination of the Agreement, a clawback calculation will be completed based on the aggregate Proceeds received from all realized investments recommended by the applicable Sub-Advisor pursuant hereto, and the applicable Sub-Advisor shall be required to repay any Incentive Fee previously paid to the applicable Sub-Advisor to the extent that any realized losses from investments recommended by the applicable Sub-Advisor pursuant to this Schedule 2-3 remain unreturned to the applicable Clients upon such termination.

3. **Incentive Fee for Kirkwood.** In addition to the Management Fee set forth above, the applicable Sub-Advisor shall receive, with respect to the Kirkwood equity investment, an incentive fee equal to 12.5% of Proceeds in excess of the cost of such investment and receipt by the applicable Clients of the Preferred Return (as defined below). Specifically, Proceeds from the Kirkwood equity investment will be allocated as follows:
 - (i) First, to the applicable Clients, until such Clients have received an amount equal to the cost of such investment;
 - (ii) Second, to the applicable Clients until the such Clients have received an amount equal to interest at the rate of ten percent (10%) *per annum*, compounded annually, on the cost of such investment, computed from the dates the applicable Clients purchased such investment until the dates that such Clients have been returned the applicable amounts with respect to such investment pursuant to item (i) above (the "Preferred Return"); and
 - (iii) Finally, 87.5% to the applicable Clients and 12.5% to the applicable Sub-Advisor.
4. **Valuation.** Each Sub-Advisor, through its designee, shall (i) be responsible for determining the value of the assets that are purchased for the Accounts that it manages in accordance with such Sub-Advisor's existing policies and procedures, and (ii) use commercially reasonable efforts to submit a proposed valuation of such Accounts within 5 business days (but in no event later than 6 business days) following each month-end to the Investment Manager. The parties hereto agree to negotiate in good faith as to any objections raised by the Investment Manager about the valuation of assets in the Accounts for purposes of determining the Management Fees.
5. **Payment of Fees.** The Management Fee will be calculated, billed, and paid quarterly in arrears, based on the Average Month-End Net Asset Value as of the last business day of each and all of the three calendar months during the relevant quarter, or in the case of any partial quarterly period, the last day of each calendar month during the relevant period and the last business day of such period. The Investment Manager will pay any Management Fees payable hereunder within 30 calendar days following receipt by the Investment Manager of an invoice for such fee, detailing the calculation of such fee. The Investment Manager and the Sub-Advisors shall agree on the form and substance of such invoice before the first Management Fee billing cycle. Upon termination of the Agreement, any outstanding Management Fee shall become immediately payable by the Investment Manager.

Schedule 2-3

SCHEDULE 3

Exception Report & Transfer Procedures

Within 25 days of the end of each calendar month, each Sub Advisor shall provide the Investment Manager with an exception report ("Exception Report") detailing specific securities owned in the portfolio with relevant characteristics (e.g. par amount, ratings, etc.) that had their Index status affected during the month by upgrade (departing the Index). With respect to High Yield Assets, the Exception Report shall apply only to those securities being held in the applicable account that had their Index status affected by the ratings upgrade. Upgrades highlighted on the Exception Report, (securities moving from the Sub-Advisor's Index to investment grade public credit) shall be transferred to the applicable investment grade public credit Sub-Advisor on the 1st business day of the month following the upgrade.

Monthly Client Reporting

Within 10 business days following each calendar month-end, each Sub-Advisor shall provide a report to the Investment Manager with the following information:

- (i) Relative to Benchmark:
 - (a) Total Return – 1M, 3M, YTD, LTM, 3YR, 5YR and Since Inception performance
 - (b) Yield to Worst
 - (c) Yield to Maturity
 - (d) Duration
 - (e) OAS
 - (f) Weighted average rating
 - (g) Industry Analysis with Exposure by Industries
 - (h) Credit Quality Analysis
 - (i) Asset Class Analysis
 - (j) Top Ten Issuer Overweight – (measured on a market value basis)
 - (k) Top Ten Issuer Underweight – (measured on a market value basis)
- (ii) Unique to Sub-Advisor Strategy:
 - (a) Total Market Value – current, last quarter end, most recent year end
 - (b) Performance Attribution – main drivers of performance (ex: security selection, duration, etc.)
 - (c) Turnover – current and historical
 - (d) Total Holdings
 - (e) Out of Index Holdings
 - (f) Purchases – include yield, rating, total dollar amount
 - (g) Sales – include yield, rating, total dollar amount

Schedule 3

Quarterly Presentation

In addition to above reporting requirements, each Sub-Advisor shall provide on a quarterly basis (generally via telephone or video) a review of economic and market commentary, strategy, performance and attribution with respect to such Sub-Advisor's asset class. To the extent that the Investment Manager requests that the Sub-Advisor provide such reporting updates in person, the Investment Manager shall be responsible for the Sub-Advisor's reasonable out-of-pocket travel expenses related thereto.

Schedule 3

EXHIBIT A

FORM OF MASTER SUB-ADVISORY AGREEMENT ADDENDUM

This Master Sub-Advisory Agreement Addendum is made this [●] day of [●], 201[●] (this "Addendum"), by and among Athene Asset Management, L.P., a Cayman Islands exempted limited partnership (the "Investment Manager"), Apollo Capital Management, L.P., a Delaware limited partnership ("ACM"), Apollo Global Real Estate Management, L.P., a Delaware limited partnership ("AGREM"), ARM Manager LLC, a Delaware limited liability company ("ARM") and Apollo Longevity, LLC, a Delaware limited liability company ("ALL", and, together with ACM, AGREM, ARM and ALL, the "Sub-Advisors") pursuant to that certain Amended and Restated Master Sub-Advisory Agreement, dated as of [●] (as amended, supplemented or modified from time to time, the "Master Sub-Advisory Agreement"), by and among the Investment Manager and the Sub-Advisors. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Sub-Advisory Agreement.

WHEREAS, the Investment Manager and the Sub-Advisors entered into the Master Sub-Advisory Agreement pursuant to which the Investment Manager retained the Sub-Advisors to manage an investment portfolio of one or more Accounts;

WHEREAS, the Investment Manager serves as investment manager to one or more accounts as may be designated by **[Company Name]**, a **[life]** insurance company domiciled in **[State or other jurisdiction]** ("**[Company Name]**"), as subject to the Investment Manager's management, pursuant to an Investment Management Agreement dated as of **[date]**, with authority to delegate any of its rights and obligations thereunder to one or more sub-advisors;

WHEREAS, the Investment Manager desires to retain each Sub-Advisor, upon the terms and conditions set forth in this Addendum and in accordance with the Master Sub-Advisory Agreement, to provide advice with respect to the Accounts of **[Company Name]** accounts (the "**[Company Name] Accounts**"), which, for the avoidance of doubt, shall be deemed to be an "Account" as such term is defined in the Master Sub-Advisory Agreement), and each Sub-Advisor desires to so act;

WHEREAS, this **[Company Name]** Addendum shall be attached to and become a part of the Master Sub-Advisory Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Appointment of Sub-Advisors: Delegation of Obligations of Investment Manager to Sub-Advisors. On the terms and subject to the conditions set forth herein and in the Master Sub-Advisory Agreement, the Investment Manager hereby appoints each Sub-Advisor as a sub-investment advisor of the **[Company Name]** Account with authority with respect to the investment and reinvestment of the funds and assets of the **[Company Name]** Account, and each Sub-Advisor accepts such appointment.

Exhibit A

2. **Additional Terms.** **[Insert additional terms and conditions which modify the Master Sub-Advisory Agreement.]**

3. **Termination.** The terms and provisions of this **[Company Name]** Addendum shall apply to all transactions with respect to the **[Company Name]** Account from the date of this **[Company Name]** Addendum and this **[Company Name]** Addendum shall continue in effect until terminated by the Investment Manager on the one hand, or the Sub-Advisors collectively on the other hand, without penalty, by the terminating party giving notice to the other party in accordance with the termination provisions contained in Section 7 of the Master Sub-Advisory Agreement.

4. **No Assignment.** This **[Company Name]** Addendum may only be assigned in accordance with the assignment restrictions contained in Section 10 of the Master Sub-Advisory Agreement, which section shall apply equally to this **[Company Name]** Addendum.

5. **Addendum to Master Sub-Advisory Agreement.** This **[Company Name]** Addendum constitutes an Addendum to the Master Sub-Advisory Agreement (as such term is defined in Section 1 of the Master Sub-Advisory Agreement). This **[Company Name]** Addendum shall be deemed to be attached to and become a part of the Master Sub-Advisory Agreement and the terms of the Master Sub-Advisory Agreement shall be amended, supplemented or modified by the terms of this **[Company Name]** Addendum as applicable. Any reference to “this Agreement” in the Master Sub-Advisory Agreement shall be deemed to include the terms set forth in this **[Company Name]** Addendum.

* * * * *

Exhibit A

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the date and year first above written.

ATHENE ASSET MANAGEMENT, L.P.

By: AAM Ltd., its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

APOLLO CAPITAL MANAGEMENT, L.P.

By: Apollo Capital Management, GP, LLC, its General Partner

Name:
Title:

APOLLO GLOBAL REAL ESTATE MANAGEMENT, L.P.

By: Apollo Global Real Estate Management GP, LLC, its General Partner

Name:
Title:

ARM MANAGER LLC

Name:
Title:

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, L.P., its sole member

By: Apollo Capital Management, GP, LLC, its General Partner

Name:

Title:

Exhibit A

EXHIBIT B

Form of

ALL Incentive Fee Confirmation

This ALL Incentive Fee Confirmation, dated as of _____, constitutes an ALL Incentive Fee Confirmation, as such term is defined in Schedule 2.2 of the Second Amended and Restated Master Sub-Advisory Agreement (as amended or modified from time to time, the "Master Sub-Advisory Agreement"), effective as of January 1, 2015, by and among the Investment Manager and the Sub-Advisors. Terms used herein shall have the meanings specified in the Master Sub-Advisory Agreement unless otherwise defined herein.

1. Date/Anticipated Date of Transaction:

2. Issuer(s):

3. Description of Transaction:

4. Applicable Client(s):

5. ALL Incentive Fee:

6. Other Terms:

This ALL Incentive Fee Confirmation shall be deemed to be attached to and become a part of the Master Sub-Advisory Agreement and the terms of the Master Sub-Advisory Agreement shall be amended, supplemented or modified by the terms of this ALL Incentive Fee Confirmation as applicable. Any reference to "this Agreement" in the Master Sub-Advisory Agreement shall be deemed to include the terms set forth in this ALL Incentive Fee Confirmation.

ATHENE ASSET MANAGEMENT, L.P.

BY: AAM GP LTD., its General Partner

APOLLO LONGEVITY, LLC

By: Apollo Capital Management, GP, LLC, its General Partner

By: Apollo Capital Management, GP, LLC, its General Partner

Name: James R. Belardi
Title: Chief Executive Officer

Name:
Title:

Exhibit B



Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

October 25, 2016

Commissioners:

We have read the statements made by Athene Holding Ltd. (copy attached), which we understand will be filed with the Securities and Exchange Commission, pursuant to Item 304 of Regulation S-K, as part of the Amendment No. 3 to Form S-1 of Athene Holding Ltd. dated October 25, 2016. We agree with the statements concerning our Firm in such Form S-1.

Very truly yours,

/s/ PricewaterhouseCoopers Ltd.
Chartered Professional Accountants

*PricewaterhouseCoopers Ltd., Chartered Professional Accountants, P.O. Box HM 1171, Hamilton HM EX, Bermuda
T: +1 (441) 295 2000, F: +1 (441) 295 1242, www.pwc.com/bermuda*

"PwC" refers to PricewaterhouseCoopers Ltd. (a Bermuda limited company), which is a member firm of PricewaterhouseCoopers International Limited, each member firm of which is a separate legal entity.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Amendment No. 3 to the Registration Statement on Form S-1 of Athene Holding Ltd. of our report dated May 9, 2016, except as it relates to the effects of the revision discussed in Note 2 to the consolidated financial statements, as to which the date is October 25, 2016, relating to the financial statements, and financial statement schedules of Athene Holding Ltd., which appears in such Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Des Moines, Iowa
October 25, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Amendment No. 3 to the Registration Statement on Form S-1 of Athene Holding Ltd. of our report dated May 6, 2016, except as it relates to the effects of the revision discussed in Note 2 to the consolidated financial statements, as to which the date is October 25, 2016, relating to the financial statements, and financial statement schedules of Athene Holding Ltd., which appears in such Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers Ltd.
Hamilton, Bermuda
October 25, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Amendment No. 3 to the Registration Statement on Form S-1 of Athene Holding Ltd. of our report dated February 19, 2016 relating to the financial statements of Aviva USA and its subsidiaries, which appears in such Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Des Moines, Iowa
October 25, 2016



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SYDNEY
TOKYO
WASHINGTON, D.C.

FOUNDED 1866

October 25, 2016

Ms. Suzanne Hayes
Assistant Director
Office of Healthcare and Insurance
Securities and Exchange Commission
Division of Corporation Finance
100 F Street, NE – Mail Stop 4720
Washington, D.C. 20549

Re: **Athene Holding Ltd.**
Registration Statement on Form S-1
File No. 333-211243

Dear Ms. Hayes:

On behalf of Athene Holding Ltd. (the “Registrant”), enclosed for review by the Securities and Exchange Commission (the “Commission”) is Amendment No. 3 to the Registration Statement on Form S-1, File No. 333-211243, of the Registrant (as amended, the “Registration Statement”). The Registration Statement has been revised to respond to the comments of the Staff of the Commission (the “Staff”) that were contained in your letter dated September 15, 2016 (the “Comment Letter”) and to effect such other changes as the Registrant deems appropriate. Capitalized terms used and not defined herein shall have the meanings given to such terms in the Comment Letter or Registration Statement, as applicable.

Set forth below are the responses of the Registrant to the comments in the Comment Letter. For ease of reference, each comment contained in the Comment Letter is printed below in bold and is followed by the response of the Registrant. Page numbers refer to page numbers of the unmarked version of the Registration Statement as submitted on the date of this letter.

Compensation of Executive Officers and Directors
2015 Compensation Decisions, page 225

- We note your response to our prior comment 3 as well as the tabular disclosure that now appears on page 226 of the amended prospectus. For each performance measurement that is based on metrics derived from your financial statements, including, without limitation, operating income and return on equity, please disclose the threshold, target, and maximum amounts, as applicable, and the actual results achieved by the company. In the alternative, please provide us with your analysis as**

to why you believe you are not required to disclose this information. For guidance, see Question 118.04 of the Compliance and Disclosure Interpretations for Regulation S-K.

The Registrant has revised the disclosure on page • of the Registration Statement to comply with the Staff’s comment to disclose metrics derived from the Registrant’s financial statements – specifically, operating income, as adjusted; return on equity, as adjusted; retail sales; funding agreement backed notes program; reinsurance flow from existing 3rd party treaties; and risk-based capital. The Registrant has removed new 3rd party reinsurance sales from the table because, although this metric was initially a performance target, the compensation committee did not consider this metric in its evaluation of 2015 performance and its determination of the amount of 2015 annual incentive awards.

The Registrant respectfully believes that disclosure of the retail net spread target relating to the objective to “grow core business and continue to support M&A activities,” and actual results, as well as of the expense targets relating to the objective to “achieve operating model efficiencies,” and actual results, is not required under Instruction 4 to Item 402(b) of Regulation S-K, even on an historical basis, because these targets constitute confidential commercial information, the disclosure of which would result in substantial competitive harm to the Registrant.

US GAAP does not require the Registrant to separate out its direct operating expenses, and the Registrant does not otherwise separately report such expenses in the Registration Statement because the information is highly confidential as it goes to the efficiency of the Registrant’s operations. Disclosing direct operating expense targets and actual results over a period of years, even on an historical basis, would provide the Registrant’s competitors with insight into the Registrant’s carefully developed operational model. In turn, this visibility would allow competitors to copy Registrant’s operating model or otherwise exploit that information to Registrant’s disadvantage.

Similarly, US GAAP does not require the Registrant to disclose the net spread it is able to achieve on the sale of retirement products to individuals, and the Registrant regards such information to be highly confidential. Indeed, most companies generally would regard information about the average profit margin achieved on a particular product to be highly confidential commercial information. This information is not otherwise disclosed or required to be disclosed in the Registration Statement, and none of the Registrant’s peer insurance company competitors disclose such information in their SEC filings.

In lieu of disclosing these quantitative targets, the Registrant, as required by Instruction 4, has provided a discussion of how difficult it was for the executive and the Registrant to achieve the performance targets. The Registrant has also disclosed whether the executive and the Registrant achieved or exceeded each of the undisclosed targets. The Registrant respectfully submits that the level of disclosure it has provided about the annual incentive awards, including the actual payout level for each objective, is sufficient to inform investors about the purpose, function and performance of its compensation programs.

Finally, as the Registrant disclosed on page 226 of Amendment No. 2, the compensation committee met in December 2015 to determine the amounts of 2015 annual incentive awards, and these decisions were based on projections of full-year 2015 results. Hence, the Registrant does not believe that the performance targets table should disclose actual 2015 results. Item 402(b)(1) requires disclosure of “[h]ow the registrant determines the amount (and, where applicable, the formula) for each element to pay.” As a factual matter, for 2015, the Registrant’s compensation committee determined pay on the basis of projected 2015 results, and the Registrant has therefore disclosed the projected 2015 results that formed the basis of the compensation committee’s decisions on how much to pay the named executive officers in the form of annual incentive awards.

2015 Grants of Athene Plan-Based Awards Table, page 229

2. Please tell us why you have not reported the grant date fair value of the annual incentive plan awards within the table. We note that the grant date for the award appears to be December 10, 2015.

The Registrant has not reported the grant date fair value of the annual incentive plan awards in the 2015 Grants of Athene Plan-Based Awards Table because the awards are denominated in dollars. As we stated in our July 1, 2016 response to comment #14 in the Staff’s June 6, 2016 letter, the Registrant has recharacterized its annual bonuses as equity and non-equity plan incentive awards for disclosure purposes.

“Specifically, in the Awards Table: as the equity incentive plan awards are denominated in dollars, consistent with Regulation S-K CDI 120.01, the Registrant reports the equity incentive plan awards in dollars, and not number of shares. In addition, the Registrant is not able to separate the equity incentive awards from the non-equity incentive awards. Both types of awards are subject to the same threshold, target and maximum framework, and the compensation committee views the annual incentive award as one award, not two. Once the Registrant’s compensation committee makes its decision as to the amount of the annual incentive award, the allocation between Class A common shares and cash is based on a percentage of the NEO’s total base salary and annual incentive award.² Accordingly, the Registrant reports a single incentive award (combining both the cash-settled and share-settled awards) in the columns under the heading “Estimated Future Payouts Under Incentive Plan Awards.” With respect to the share-settled awards, the Registrant reports the number of actual shares issued and their issuance date fair value in a footnote to the Awards Table.”

¹ Regulation S-K CDI 120.01 reads as follows:

Question: If an equity incentive plan award is denominated in dollars, but payable in stock, how is it disclosed in the Grants of Plan-Based Awards Table since the headings for equity-based awards (columns (f), (g) and (h)) only refer to numbers and not dollars?

Answer: The award should be disclosed in the Grants of Plan-Based Awards Table by including the dollar value and a footnote to explain that it will be paid out in stock in the form of whatever number of shares that amount translates into at the time of the payout. In this limited circumstance, and if all the awards in this column are structured in this manner, it is acceptable to change the captions for columns (f) through (h) to show “(\$)” instead of “(#).” [Aug. 8, 2007]

² On page 220 of Amendment No. 2 to Form S-1, in response to comment #1 in the Staff’s July 15, 2016 letter, the Registrant has described how it determines the amount to be paid out in common shares versus cash.

Accordingly, because the awards are denominated in dollars and reported in dollars, the Registrant has not also disclosed the grant date fair value of the awards since the concept of grant date fair value is not applicable to awards denominated in dollars.

* * * * *

We would be grateful if the Staff would provide any comments to the revised Registration Statement at its earliest convenience so that we may provide any additional responses required.

Should you wish to discuss the enclosed materials at any time, please do not hesitate to contact me.

Very truly yours,

/s/ Samir A. Gandhi

Samir A. Gandhi

Cc: Josh Samples (SEC)
Erin Jaskot (SEC)
Bonnie Baynes (SEC)
Sharon Blume (SEC)
James R. Belardi (Athene Holding Ltd.)
John Golden (Athene Holding Ltd.)
Perry J. Shwachman (Sidley Austin LLP)